



TOWN OF OXFORD
Committee of the Whole Meeting
Town Hall – Council Chambers
Monday, 3 February 2020
6:00 PM

AGENDA

1. Call to Order
2. Approval of Agenda
3. Presentations
 - 3.1 Homewarming – Jennifer Hickey
4. Approval of Previous Minutes
 - 4.1 Committee of the Whole Minutes – 6 January 2020
5. New Business
 - 5.1 RFD #002-2020: Police Services Review Committee Report
 - 5.2 Department of Municipal Affairs & Housing – Bill 58: Information
 - 5.3 CJSMA Draft 2020/21 Operating Budget: Discussion
 - 5.4 Notice of Policy Amendment: Travel and Expense Policy
 - 5.5 Alcohol Symposium Report: Information
 - 5.6 Police Advisory Board Recommendation: Discussion
6. Correspondence
 - 6.1 Cumberland Municipal Alcohol Program
7. In Camera - Personnel
8. Adjournment

Everyone deserves a warm home.



ADMINISTERED IN PARTNERSHIP WITH







For homeowners who qualify, the **HomeWarming** team provides a comprehensive energy audit and works with you to determine the energy efficiency upgrades that make the most sense for your home. Then the team takes care of managing sub-contractors to have the upgrades completed **at no cost to you**.

The result?

A more comfortable home in both winter and summer, and more room in your household budget for other priorities.

Am I eligible?

You can apply for the HomeWarming program if:

-  Your combined family income is under the levels shown in the chart to the right
-  You own a single-unit home located in Nova Scotia and can provide proof of ownership
-  You live in your home year-round, it is your primary residence, and you do not plan to sell it in the near future
-  Your home has not previously received upgrades through HomeWarming or the Low Income Homeowner Service

NUMBER OF PEOPLE LIVING IN YOUR HOME	MAXIMUM ANNUAL HOUSEHOLD INCOME (Line 236 from your Tax Notice of Assessment)
1 person	\$22,324
2 to 4 people	\$41,481
5 or more people	\$59,076

Want to know more?

Date:

Time:

Come to an info session:

Location:

You can also learn more at homewarming.ca or toll-free at 1-877-434-2136



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The first step to enjoying a warmer home and lower bills.

HomeWarming has helped over 10,000 Nova Scotians save on heating costs, enjoy a more comfortable home, and have more room in the budget for other priorities by offering **free** home energy assessments and **free** home upgrades.



If you participate in the HomeWarming program our team will assess your entire home, from top to bottom. If we discover that draft-proofing, insulation or other efficiency options can help make heating and cooling your home more affordable and comfortable, we'll cover the cost of installing the upgrades. We'll also take care of arranging contractors to have the approved home upgrades completed—all **at no cost to you**. They may even be able to help move items in your basement or attic to make room for insulation!

Get Started

Congratulations on taking the first step to a more comfortable home. You can apply for the HomeWarming program if:

-  Your household net income is under the levels shown in the chart below.
-  You own and occupy a single-unit home (i.e. detached, duplex / semi-detached, townhouse or mobile home) located in Nova Scotia and can provide proof of ownership. **Please note:** *Condos, multi-unit buildings, and rentals do not qualify.*
-  Your home has not previously received upgrades through **HomeWarming** or the **Low Income Homeowner Service**.

Have questions?
Call us toll free at
1-877-434-2136
or visit
homewarming.ca

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HomeWarming Application

Note: You can alternatively complete your HomeWarming application online at www.homewarmingapply.ca

First Name:	Last Name:	
Home Address of Property:		
City or Town:	County:	Postal Code:
Mailing Address: <input type="checkbox"/> Same as Home		
City:	County:	Postal Code:
Phone:	Alternate Phone:	
Email Address:		
<input type="checkbox"/> I would like to receive email communications (tips, promotions, etc.) from Efficiency Nova Scotia. (You may withdraw your consent at any time.)		
Secondary Contact Name and Phone:		
Electricity Account Number:	Electricity Service Provider (if not NS Power):	

1. How did you hear about HomeWarming? (Please check only the ONE option that fits you best.)		
<input type="checkbox"/> Friend or Family Member	<input type="checkbox"/> Web Search	<input type="checkbox"/> Letter or notice in the mail
<input type="checkbox"/> Government representative, website, or event	<input type="checkbox"/> Nova Scotia Power	<input type="checkbox"/> Media (Please specify):
<input type="checkbox"/> Community Organization (Please specify):	<input type="checkbox"/> Other (Please specify):	
2. How many people live in your home that are:		
Children (under 18 years old):	Adults (18 years or older):	
3. Proof of home ownership (e.g. property tax assessment, property tax bill, or bill of sale) and Notice of Assessment documents are required to complete your HomeWarming application. Please identify if you are including:		
Proof of home ownership	<input type="checkbox"/> Yes <input type="checkbox"/> No, I will send this in at a later date	
Notice of Assessment for each resident 18 and over	<input type="checkbox"/> Yes <input type="checkbox"/> No, I will send this in at a later date	

By signing this form I (we) hereby consent and acknowledge that I (we) have read and fully understand all of the noted terms and conditions on the Consent and Disclaimer page at: www.homewarming.ca/consent-and-disclaimer

First Name	Last Name	Signature	Date (DD/MM/YYYY)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Send completed documents by mail, email or fax:

MAIL
Darlah Purdy, Service Advisor
Efficiency Nova Scotia
P.O. Box 112
Port Maitland NS B5A 5R9

EMAIL
homewarming@efficiencyns.ca

FAX
902-470-3599
ATTENTION
HomeWarming





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5 Simple Steps to Apply

Step 1 Complete, sign, and date the HomeWarming application.

- You can alternatively complete your entire HomeWarming application online at www.homewarmingapply.ca

Step 2 Attach the most recent tax Notice of Assessment for each resident 18 and over, if available*.

- This is the form you receive from the Canadian Revenue Agency about a month after you file your income tax and will provide proof of income.
- You can request a copy from the [Canadian Revenue Agency](#) at [1-800-959-8281](tel:1-800-959-8281)

Step 3 Attach proof of home ownership, if available*.

- This can be your property tax assessment, property tax bill or bill of sale. This must include your name and home address.

Step 4 Send your completed application to:

MAIL

Darlah Purdy, Service Advisor
Efficiency Nova Scotia
P.O. Box 112
Port Maitland NS B5A 5R9

FAX

902-470-3599

ATTENTION

HomeWarming

EMAIL

homewarming@efficiencyns.ca

Step 5 A HomeWarming representative will contact you within three weeks of receiving your application.

Have questions?
Call us toll free at
1-877-434-2136
or visit
homewarming.ca

***Proof of home ownership** and **Notice of Assessment** are both required to complete your HomeWarming application. If you are missing these documents they can be sent at a later date.



Consent & Disclaimer

Consent

By signing the HomeWarming application, I (we) hereby consent and acknowledge that:

- The information on my application is true to the best of my (our) knowledge. Any willful misstatement may be cause for the rejection of my (our) application.
- The information collected on the HomeWarming application will be used for the following purposes: to determine my (our) household's eligibility for HomeWarming; to determine my (our) administrator and Delivery Agent under the service; to enable Efficiency Nova Scotia and Clean Foundation to effectively promote the Service in the future; and to implement, operate and evaluate HomeWarming.
- I (we) hereby consent to the disclosure, release, use, storage and exchange of information between Efficiency Nova Scotia, Clean Foundation and my (our) electricity provider, including, but not limited to, my (our) name(s), address(es), electricity usage history, and phone number. Such information may continue to reside on the computer systems of Efficiency Nova Scotia, Clean Foundation and my (our) electricity provider.
- I (we) hereby consent to the release, disclosure, and use of the information on the HomeWarming application to the Delivery Agent for my region. My (our) Notice of Assessment and my (our) proof of home ownership will not be shared outside of Efficiency Nova Scotia and Clean Foundation. I (we) agree to also have this information shared with the Delivery Agent for Efficiency Nova Scotia's Product Installation service in my region in order to have the option of participating in this additional no cost service.
- Efficiency Nova Scotia is a franchise operated by EfficiencyOne, official Licensee of the Province of Nova Scotia. By providing your consent you agree to release your personal information to the current and successive holders of the Efficiency Nova Scotia franchise.
- By completing and submitting the HomeWarming application, I hereby consent to the purposes for which Efficiency Nova Scotia and Clean Foundation are collecting, using, and disclosing personal information as set out in their Privacy Policies. More information on Efficiency Nova Scotia's Privacy Policy can be found online, efficiencyns.ca/privacy-policy or by email, privacy@efficiencyns.ca. More information on Clean Foundation's Privacy Policy can be found online, clean.ns.ca/privacy-policy, or by email, info@clean.ns.ca.

Disclaimer

- Efficiency Nova Scotia and Clean Foundation may, without any penalty or obligation, in their sole discretion, at any time, modify any term(s) or condition(s) herein or any of their requirement(s) for eligibility or program criteria, and modify or terminate any of their programs.
- All information described on the HomeWarming application will be collected and used by Efficiency Nova Scotia and Clean Foundation in accordance with the requirements of the *Personal Information Protection and Electronic Documents Act*.
- Incomplete HomeWarming applications will result in a delay of processing. Please complete and submit the entire HomeWarming application form and all associated documents together.



Minutes of the Committee of the Whole

Place: Council Chambers

Date: Monday, January 6, 2020

Presiding Officer: Mayor Patricia Stewart

Councilors Present: Councilors Brenton Colborne, Dave Clark, Dawn Thompson, Rick Draper, Wendy Sweet-Kontuk and Wade Adshade.

A quorum was present throughout the meeting.

Staff present: CAO - Rachel Jones and Deputy Clerk - Linda Cloney (recording secretary)

In attendance: Mark Rushton – Reporter for Six Rivers News

1. Call to Order

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

2. Approval of Agenda

It was moved and seconded that the agenda of the Committee of the Whole Meeting for January 6, 2020 be approved as circulated.

Motion Carried

3. Approval of Previous Minutes

3.1 Committee of the Whole – 2 December 2019

It was moved and seconded that the minutes of the previous Committee of the Whole Meeting dated December 2, 2019 be approved.

Motion Carried

4. New Business

4.1 RFD #001-2020 Council Remuneration Policy: Revision

There was a general discussion regarding the Council Remuneration Policy. Council's remuneration has not been increased for 20 years.

Council directed staff to add the Council Remuneration to the budget process for more discussion.

4.2 Library Board Bylaw Review: Decision

Denise Corey, Chief Librarian with the Cumberland Public Libraries, requested Council's feedback regarding the recommended revised update to the Library Board Bylaws. Council agreed with Ms. Corey's recommendation that each of the three municipalities will appoint one member per municipal unit. Staff will report Council's agreement of the proposed revision of the bylaw to Denise Corey.

5. Correspondence

5.1 Department of Municipal Affairs and Housing: 12-Month Notice Correspondence

Council had a general discussion regarding the letter from the Department of Municipal Affairs and Housing.

6. In-Camera

At 6:20 pm, it was moved and seconded to go in-camera to discuss contract negotiations.

Motion Carried

At 6:41 pm, it was moved and seconded to come out of in-camera and resume the Committee of the Whole Meeting.

Motion Carried

7. Adjournment

At 6:41 pm, it was moved and seconded that the meeting be adjourned.

Motion Carried

Patricia Stewart, Mayor

Linda Cloney, Recording Secretary



REQUEST FOR DECISION
Police Services Review Committee Report
#002-2020

Date: 30 January 2020	Subject: Police Services Review Committee Report
Proposal Attached: N/A	Submitted by: Rachel Jones, Chief Administrative Officer

Proposal:	<p>The Police Services Review Committee recommends to Council to accept the proposal as presented to Oxford and Cumberland County on March 18, 2019 with the reduction of 3 members overall in the district with the cost savings for Oxford to be clarified by Department of Justice.</p>
Background:	<p>Beginning in the Fall of 2018, a joint police service model review was initiated with both the County of Cumberland and Town of Oxford participating. A meeting with the two CAO's, along with representatives from the RCMP and Provincial Department of Justice was held to determine the scope of the work along with timeframes and expectations from all parties.</p> <p>The resulting report was presented to a joint Council meeting of Cumberland and Oxford in March 2019. A full review of the methodology, detailed analysis of the current policing model, as well as several options were presented by the Department of Justice and RCMP representatives. The options showed several ways of potentially reducing costs and members throughout the region.</p> <p>As a result of the report, Oxford Town Council decided to complete a full policing review within the Town, to determine what, if any, option would be appropriate, or if a public request for proposals to consider additional policing service providers would be in the best interests of the community.</p> <p>The review process had a protocol outlined by the Department of Justice which required a Review Committee to be established. This committee included members of Town Council, representatives from the Police Advisory Board, a member of the general public, as well as a representative from the Department</p>

of Justice. Staff were also included as resources for the group.

The Committee endeavored to thoroughly review the information previously presented by the RCMP, liaised through the Department of Justice representative for further information and clarification on many points, had both the RCMP and the Amherst Police Department provide presentations to the Committee on what high level policing issues and services are/would be available, and held a public meeting to inform the community of the process that was being taken, and to gather feedback on policing issues and/or concerns.

As the Town was near completion of its review process, the County of Cumberland wrote to the Minister of Justice noting that they were selecting an option from the March 2019 report for their preferred implementation, which was a reduction of three members across the District (which included the reduction of half a full-time equivalent member in Oxford) and the closure of the RCMP office in Pugwash. The Minister of Justice indicated that to implement any option would require the agreement of both Cumberland County and the Town of Oxford.

The Committee reviewed all of the information, considered the public feedback, and looked at potential costs of different options. There continues to be significant questions as to why the Town of Oxford has the second highest per capita costs for Towns within Nova Scotia. Both the Department of Justice and RCMP representatives state that policing costs cannot appropriately be evaluated by population, noting that the types of calls and call volumes weigh heavily into the calculation of those costs, however it is still a concern of the Police Services Review Committee.

By choosing to remain with the RCMP as a service provider, and working with the County of Cumberland to implement the preferred option from the March 2019 report, the Town is expected to reduce costs by approximately \$80,000 per year. The timing of any such implementation will be dependent upon approval by the Provincial Minister of Justice, as well as any current vacancies within the district and/or the relocation of members and the sale of their homes. The RCMP allows one year for members to sell their homes prior to being transferred.

Based on the information gathered, it is the opinion of the Committee that going to a public RFP process for policing services is not in the Town's best interests at this time.

	Continued monitoring of call volumes, workload analysis, and other statistics will be important to evaluate any change in service levels as compared to reduced costs. The Committee believes that, although the cost for Oxford remains high with the RCMP as the service provider, the reduction of one half a member is a financially prudent option, at the same time as not significantly impacting service levels. Implementing this change and continued monitoring and evaluating the service level provided will give Town Council more information in the future as to the efficiency of this option and/or other potential changes that are considered to be in the best interests of the community.
Benefits:	<ul style="list-style-type: none"> • Thorough review of the information has been done by the Committee, which provides a thoughtful and informed recommendation on this complex matter. • Small reduction in members is less disruptive than changing the entire service provider; • While the public provided feedback on wanting more services, these can be provided as part of the RCMP Contract regardless of the number of members assigned to Oxford; • It is anticipated that the option will be approved by the Minister of Justice for implementation.
Disadvantages:	As noted by the RCMP when the presentation was made in March 2019, any reduction in members may mean a reduction in service levels.
Options:	<p>Council has several options:</p> <ol style="list-style-type: none"> 1. Accept the recommendation of the Police Services Advisory Committee; 2. Consult with the County of Cumberland to accept a different option presented in the 2019 report; 3. Maintain the current number of officers at the current cost; 4. Issue a public Request for Proposals for other police service providers.
Required Resources:	
Source of Funding:	All policing costs are paid through the general operating budget on an annual basis.
Sustainability Implications:	

(Environmental, Social, Economic and Cultural)	
Workplan Implications (now/future):	
Communication Plan:	Any decision by Council on this matter should be communicated to the public and supported by the reasons documented within this report, the March 2019 report, and the information analysis completed through the Police Services Review Committee.
Staff Comments/ Recommendations:	
CAO's Review/ Comments:	<p>Based on the process that has been completed, I support the recommendation of the Police Services Review Committee. It will be important to evaluate the service levels going forward, strengthen our communication with the RCMP on community concerns and issues, and ensure the community is receiving sufficient service levels.</p> <p>In addition, it is my recommendation that we approach the County of Cumberland to develop a terms of reference to establish a Joint Police Advisory Board that will represent Oxford and Cumberland County, since the District members are regionally deployed and resources would be better informed through a broader discussion of policing issues in the region.</p>

CAO Initials: RLJ

Target Decision Date: 18 February 2020



**Municipal Affairs and Housing
Office of the Minister**

PO Box 216, Halifax, Nova Scotia, Canada B3J 2M4 • Telephone 902-424-5550 Fax 902-424-0581 • novascotia.ca

JAN 24 2020

Dear Mayors & Wardens, CAOs & Clerks:

I am pleased to inform you that Bill 58 regarding minimum planning requirements was proclaimed on Tuesday, December 2, 2019. As such, the changes to the *Municipal Government Act* and the *Halifax Regional Municipality Charter*, along with the supporting regulations, are now enacted.

The legislative and regulatory changes establish a framework for mandatory planning, minimum planning requirements, and engagement with abutting municipalities. The Bill can be found at https://nslegislature.ca/legc/bills/63rd_2nd/1st_read/b058.htm, and the regulations published in the Royal Gazette can be found at <https://www.novascotia.ca/just/regulations/rq2/2019/RG2-2019-10-11.pdf>.

As noted in earlier correspondence from Gordon Smith, Provincial Director of Planning, sent to you on April 26, 2019, it is expected that your municipality will come into compliance with the new requirements by the end of 2022.

The Department will assist you and your staff as your municipality considers options to develop or update your planning documents as necessary. Guidance materials to assist municipalities with this new planning environment are under development and should be released shortly. We have attached *A Guide to Land Use Planning for Economic Development* as a sample of what will be provided.

In the meantime, we suggest that you review your Integrated Community Sustainability Plans and Municipal Climate Change Action Plans, both of which contain relevant information to the planning process and are based on community consultation. We also encourage your municipality to work with your local Regional Enterprise Network and Economic Development Officers to begin to identify economic development opportunities and ways in which your municipality can use its planning documents and regulations to support these opportunities. In addition, we encourage your municipality to work with your regional Emergency Measures Organization to consider how land use planning can support efforts to protect human health and safety.

Notice of this change and its potential to affect municipal budgets was provided in April 2018. Given the timeframe, we recommend that you include a line in your municipality's budgets over the next few years, beginning with your 2020-2021 budget, to cover the costs of creating these planning documents.

Thank you for your cooperation and involvement as the Department engages with you in the development of this new legislation. We look forward to continuing to work with you and your municipality as, together, we advance planning and other initiatives for the betterment of our residents and municipal governance in Nova Scotia.

Should you have any questions, please feel free to contact Gordon Smith, Provincial Director of Planning, at either Gordon.Smith@novascotia.ca or 902-424-7918.

Sincerely,



Chuck Porter
Minister

c: Janice Wentzell, Executive Director, AMANS
Juanita Spencer, CEO, NSFM
Mark Peck, Executive Director of Municipal Sustainability

A Guide to Land Use Planning for Economic Development 2019




NOVA SCOTIA



The power of planning

You want to do everything it takes to see your community succeed. That includes creating opportunities that lead to local employment and much needed tax revenue.

Land-use planning is an integral part of a community's economic development. In fact, there are many ways in which proper land-use planning can help your local economy develop.

The benefits of good land-use planning:

- Protects important community assets that are needed for economic development.
- Offers a way forward that is clear, predictable and coordinated for everyone involved.
- Improves the physical characteristics of a community as a place to live, work and do business.

Simply put, good planning can optimize the use of a community's land and natural resources, which leads to orderly growth, efficient provision of infrastructure and services - and economic development.

A way forward

This guide is designed to help you build a land-use plan for your community that incorporates economic development objectives. We've organized the guide as a series of zones that transition from a remote or rural area to the business district of a downtown core.

Within each zone we've included a series of specific questions. These are the questions that lead to responsible and successful results. If these resources are not available to you—or you're not getting the answers you need—reach out to us at the Department of Municipal Affairs and Housing. **We can help.**



Rural Resource Zones

Resource-based industries remain the backbone of many rural communities. When planning, it is important that these resources are not compromised, and effort is taken to ensure compatibility with other land uses.

More Resources:

Nova Scotia Department of Lands and Forestry

<https://novascotia.ca/natr/>

Phone: (902) 424-5935

Nova Scotia Department of Energy and Mines

<https://energy.novascotia.ca/>

Phone: (902) 424-4575

Nova Scotia Department of Fisheries and Aquaculture

<https://novascotia.ca/fish/>

Phone: (902) 424-4560

Questions to ask:

- Are there planning provisions that would protect natural resources and limit potential land use conflicts with existing or potential resource-based development?
- Are there planning provisions that would advance and not hinder the establishment and ongoing operations of value-added resource-based manufacturing.
- Does planning address concerns like access, land use compatibility, setbacks, servicing and accessory uses in relation to resource-based development?
- Is Crown Land identified and highlighted in planning documents and are the compatibility of uses on adjacent lands taken into account?
- Has effort been taken to ensure your planning does not duplicate or conflict with other regulatory requirements related to resource uses?



Agricultural Zones

Our province has a limited amount of farmland, despite farming being one of the economic drivers of many rural communities. Encroachment by residential and other types of development affects land prices, making it more difficult to expand farms or sell land to new farmers. Lack of available land can also impact the competitiveness and financial viability of local producers.

More Resources:

Statement of Provincial Interest on Agricultural Land
<https://novascotia.ca/just/regulations/regs/mgstmt.htm>

Related provincial legislation:
<https://novascotia.ca/agri/laws-and-regulations/>

Contacts:

Nova Scotia Department of Agriculture
<http://novascotia.ca/thinkfarm/>
Phone: (902) 424-4560 or 1-800-279-0825

Questions to ask:

- Does your planning identify and protect agricultural land?
- Do planning provisions limit the conversion of prime agricultural areas for other types of development?
- Have you discouraged the fragmentation of arable agricultural land—or limited the number of new lots (or lot size) where agriculture is given priority?
- Have you considered providing areas for non-agricultural uses—such as forestry or parks—which will allow the land to be used for agriculture in the future?
- Have you provided minimum setback distances between agriculture and non-agricultural development?
- Have you enacted measures to reduce topsoil removal on agricultural land with the highest value?
- Can you direct non-agricultural development to areas with low agricultural potential?
- Have you allowed for a wide range of agricultural uses, ancillary uses and value-added agribusinesses?



Natural Areas and Tourism Destinations

Natural areas, including parks and protected areas, perform many functions, from conserving biodiversity to delivering vital ecosystem services, such as protecting watersheds and soils—and improving air quality. Sometimes overlooked is the broad range of commercial activities that occur in association with nature parks and protected areas. Planning can conserve and develop attractive and inviting areas where visitors are enticed to spend money. Also keep in mind, visitors want authentic experiences—and what makes an area great for local residents will also attract visitors.

More Resources:

Community Tourism Planning Guide

<https://tourismns.ca/development/destination-development>

Tourism Destination Plans

<https://tourismns.ca/development/destination-development/library-plans>

Tourism Business Development Guides

<https://tourismns.ca/development/business-development/business-resources>

Questions to ask:

- Does your planning include measures to support tourism through the protection and preservation of natural landscapes, trails, waterfront land, heritage sites, and scenic vistas?
- Does your planning envision a mix of businesses in tourism destinations to achieve a critical mass of activities, shops, restaurants, and accommodations along with sufficient parking and amenities?
- In areas near natural attractions and tourism destinations, does your planning include provisions to maximize tourism revenues through private sector business and experience development opportunities? (Over 80% of all non-lodging visitor spending consists of shopping, dining and entertainment in a pedestrian-friendly area).
- Does your planning address current and future infrastructure and service requirements associated with accommodating tourism in designated areas?



Suburban

In today's economy, people are a community's most important asset. The characteristics of a place as well as the availability, quality and affordability of housing can influence the availability of labour for businesses. To encourage entrepreneurship, it should be relatively easy to start a home-based business.

Industrial areas that are typically located on the outskirts of a community have traditionally served as a major source of tax revenues for many municipalities. Only a small area of land in a planning area may be suitable for industrial development as most operations must locate in areas that allow for an easy flow of goods, employees, and customers.

More Resources:

Contacts:

BizPaL:

Access Nova Scotia

<https://novascotia.ca/sns/access/business.asp>

Industrial Real Estate:

Nova Scotia Business Inc.

<https://www.novascotiabusiness.com/industrialands>

Questions to ask:

- Does your planning identify and reserve a supply of land to accommodate industrial development and future expansion?
- Have you considered current and future supporting requirements for transportation systems and other infrastructure?
- Is land near major transportation hubs reserved for industrial and other uses that are both complementary and compatible?
- Is the type, location and amount of industrial land based on a detailed analysis of the competitive assets in regional economy as well as emerging economic trends? And does it align with a Regional Economic Development Strategy?
- Do policies in the planning documents enhance the community as a desirable place to live?
- Do planning documents allow for a wide variety of home occupations and home-based businesses—along with reasonable standards of operation?
- Do you have any materials (such as flow charts) for internal or external use that quickly and easily illustrate how development permits and land use planning works—and how long the approval process can take?



Downtown Business District

Successful business districts and town centers typically offer a variety of businesses, activities, and amenities, with a wide range of opportunities for professional pursuits and personal interests. Retailers, restaurants, and other businesses serving local customers can benefit from being in mixed-use commercial districts that are centrally located and pedestrian friendly.

Waterfronts are part of many of Nova Scotia's downtown areas and play a key role in the development of municipalities. Downtown areas can also be home to Innovation Districts, where leading-edge anchor institutions and start-up companies cluster together. This type of district offers unique planning challenges, requiring a physical platform necessary for connectivity, proximity, and density.

More Resources:

The 20 Ingredients of an Outstanding Downtown
https://www.rogerbrooksinternational.com/20_Ingredients_Handout.pdf

The Role of Mayors in the Rise of Innovation Districts
<https://www.brookings.edu/research/advancing-a-new-wave-of-urban-competitiveness/>

Contacts:

Develop Nova Scotia
<https://developns.ca/>
Phone: 902.422.6591

Questions to ask:

- Has your municipality identified a sufficient supply of land to accommodate commercial development and a mix of uses in the downtown core or business district?
- Are you generally able to approve commercial developments in a business district without having to amend the municipal plan and development regulations?
- Do your municipal planning staff coordinate their work with economic development staff?
- Does your municipality have a designated individual to guide the proponent through the approval process?
- For innovation districts, does planning allow for a mix of institutional, corporate offices and affordable spaces for start-ups to locate next to each other?
- Does planning allow for a pedestrian friendly environment that provides the backbone of the innovation district - strengthening connections between people and firms?
- Are public spaces designed to spur interaction, learning and networking? (For instance, planning could ensure ground floors of buildings are reserved for commercial and gathering spaces such as retail, cafes, bars or restaurants, galleries or performing arts spaces.)



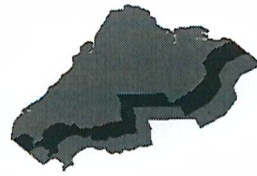
Supporting Economic Development in our regions - Municipalities, First Nations, the Province of Nova Scotia, and the business community are all working together through the Regional Enterprise Networks (RENs) model, to lead a collaborative approach to economic development and strengthen regional economies.

<https://nsrens.ca/>

The Locus app is an interactive online map viewer that makes provincial spatial data available to municipalities and RENs for analysis through an online Geographic Information System (GIS). Its purpose is to support the development of Municipal Planning Strategies and more generally, informed and evidence-based decision-making related to economic development and land use planning.

<https://nsgi.novascotia.ca/locus/>

For more information contact the Department of Municipal Affairs and Housing



CUMBERLAND JOINT SERVICES MANAGEMENT AUTHORITY
SOLID WASTE SERVICES

MEMORANDUM

TO: CJSMA Board of Directors
FROM: Stephen Rayworth
DATE: January 20, 2020
RE: **DRAFT FY2020/2021 Budget Summary**

Attached is the Draft FY 2020/2021 Budget. A summary is provided below.

Tipping Fees/Revenues:

- All tipping fees remain the same.
- Projected tonnages remain the same as the previous year, except a small increase in organics.

Staffing:

- The budget includes a 1.8% cost of living (CPI) increase for all CJSMA staff as per the Salary Administration Policy (subject to change once December's CPI data is released).

Proposed (significant) changes in Operational Expenditures:

- There is an increase in the cell closure allocation from \$16.40 to \$30.60 per tonne. See below for the calculation.
- There is an increase in the tipping fee paid to Scotia Recycling (\$190 per tonne for a 1-year contract). This has been partially offset by a reduction in trailer storage rental to hold the single stream materials.
- The diffusers in the aeration pond (Leachate Treatment Facility) need to be cleaned/repaired. The aeration pond sediment must also be removed. (The pond must be drained to perform both operations.) These costs are partially offset as the treatment facility loan is repaid in the FY2019/2020 budget.

Capital Expenditures:

The following capital expenditures are proposed:

- Payment of remaining cell construction holdback (funded from cell development reserve and operations).
- Closure of existing cells 1, 2A & 2B. (funded from closure reserve).

Cell Closure Allocation:

As per the MGA, (Section 99), and Board Policy, CJSMA maintains a cell closure reserve to fund the capital costs of cell closure. This reserve is funded by a per tonne allocation in the landfill tipping fee. The current allocation is \$16.50 per tonne.

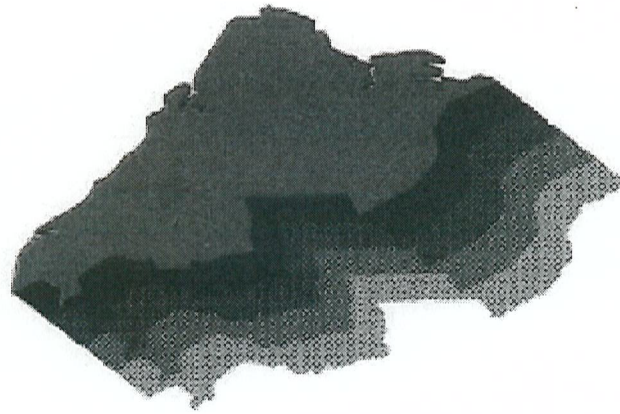
Assuming the new cell closure costs will be the same as the current tender (and no inflation) the new calculation is:

Closure cost:	\$3,000,000
Cell capacity	98,000 tonnes
Closure allocation (Cost/capacity)	\$30.60 per tonne

Allowing for inflation of 2% per year over the projected 13-year life of the new cell:

Closure cost:	\$3,881,000
Cell capacity	98,000 tonnes
Closure allocation (Cost/capacity)	\$39.60 per tonne

The budget includes the new allocation of \$30.60 for this year.



Cumberland Joint Services Management Authority
Solid Waste Services

DRAFT 2020/2021 BUDGET

January 20, 2020

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Cumberland Joint Services Management Authority
DRAFT FY20/21 Capital Budget

	<u>19/20</u> <u>Projection</u>	<u>19/20</u> <u>Budget</u>	<u>20/21</u> <u>Budget</u>
Capital Funding (To Operating)			
Reserve Transfers			
Operations Reserve	0	0	0
Cell Development	0	0	67,210
Equipment Reserve	0	0	0
Closure Reserve	0	3,353,746	3,353,746
Insurance Proceeds	0	0	0
Operations	0	0	0
External Funding			
Municipal Financing	0	0	0
Proceeds on Disposal of Capital	0	0	0
Total Funding	0	3,353,746	3,420,956
Capital Expenditures			
Landfill			
Cell Development (Final holdback)	0	0	67,210
Cell Closure	0	3,353,746	3,353,746
Total Landfill Capital	0	3,353,746	3,420,956
Compost			
N/A	0	0	0
Total Compost Capital	0	0	0
Recycling			
N/A	0	0	0
N/A	0	0	0
N/A	0	0	0
Total Recycling Capital	0	0	0
Total Expenditures	0	3,353,746	3,420,956
Difference	0	0	0

CUMBERLAND JOINT SERVICES MANAGEMENT AUTHORITY
DRAFT FY20/21 Operating Budget

	19/20 <u>Apr - Dec 19</u>	19/20 <u>Projection</u>	19/20 <u>Budget</u>	20/21 <u>Budget</u>
Solid Waste Operations				
Revenues	1,778,022	2,251,336	2,185,950	2,192,133
Administrative Expenses	361,833	516,586	549,113	556,052
Operation Expenses	653,624	1,142,424	894,585	985,653
Surplus (Deficit)	762,565	592,326	742,252	650,429
Compost Operation				
Revenues	367,855	435,132	400,500	419,056
Operation Expenditures	125,160	158,597	170,839	183,932
Surplus (Deficit)	242,695	276,535	229,661	235,123
Recycling Operations				
Revenues	69,096	62,934	42,000	43,611
Operation Expenditures	726,208	971,182	1,019,313	1,012,413
Surplus (Deficit)	(657,113)	(908,248)	(977,313)	(968,802)
Total Revenues	2,214,972	2,749,402	2,628,450	2,654,800
Total Expenses	1,866,825	2,788,789	2,633,850	2,738,050
Surplus (Deficit)	348,147	(39,387)	(5,400)	(83,250)
Transfer From Operating Reserve			1,750	83,250
Total		(39,387)	0	(0)

CUMBERLAND JOINT SERVICES MANAGEMENT AUTHORITY
DRAFT FY20/21 Operating Budget

		19/20 <u>Apr - Dec 19</u>	19/20 <u>Projection</u>	19/20 <u>Budget</u>	20/21 <u>Budget</u>
REVENUE - LANDFILL OPERATIONS					
Tipping Fees	4900	1,689,785	2,132,698	2,071,000	2,071,000
Other Income		21,229	34,888	32,950	36,800
Funding/Grants		67,008	83,750	82,000	84,333
Total Revenue		1,778,022	2,251,336	2,185,950	2,192,133
EXPENSES - ADMINISTRATION					
Bad Debt Allowance	5015	0	0	0	0
Bank Charges	5010	773	500	500	500
Advertising	5020	1,207	2,500	2,500	2,500
Administration Salaries & Benefits		298,330	412,510	423,013	435,202
Electricity	5040	3,870	6,160	6,400	6,400
Travel & Training		9,242	12,323	22,000	22,000
Payroll Admin	5085	1,694	2,319	2,750	2,750
Total Telephone		7,677	10,236	10,500	10,500
Professional Fees		14,853	22,000	30,000	25,000
Meeting Expense	5035	43	100	1,000	1,000
Office Expense		4,386	9,939	10,950	16,700
Waste Diversion		19,759	38,000	39,500	33,500
Total Administration Expense		361,833	516,586	549,113	556,052
EXPENSES - LANDFILL OPERATIONS					
Hazardous Waste Program	5295	36,894	36,894	30,000	32,500
Total Staffing Costs		201,629	275,878	225,616	227,408
Utilities	6225	7,696	14,942	12,500	15,000
Insurance	6150	30,393	40,524	21,000	26,700
Capital (Cell)	6030	37,308	200,000		3,715
Video Cameras/Security System	6330	1,052	1,403	1,000	1,500
Total Safety	6215	2,180	2,907	4,500	4,000
Total Scale House		12,303	13,859	10,400	13,900
Consulting Services	6355	183	244	10,000	10,000
Site Maintenance		19,331	21,729	21,500	25,500
Equipment		95,013	171,495	160,704	157,900
Fuel & Oil		41,918	55,891	63,500	62,500
Communications Eqp.	6240	350	467	3,000	3,000
Leachate System		48,927	118,421	111,065	74,000
Monitoring	5590	23,587	52,500	52,500	55,000
Sediment Management	6395	0	0	2,000	2,000
Cell Development Reserve	6415	0	0	0	0
Cell Closure	6420	72,361	105,272	135,300	231,030
Transfer to Equipment Reserve	6430	22,500	30,000	30,000	40,000
Total SW Expenditures		653,624	1,142,424	894,585	985,653
Total Administrative Expense		361,833	516,586	549,113	556,052
Solid Waste Contribution		762,565	592,326	742,252	650,429
Waste Tonnages					
Residual		6,296	7,957	7,400	7,400
C & D		4,456	5,683	5,100	5,100
Oily Soils		619	619	900	900
Recycling Waste		84	84	800	150
Total Landfill Tonnage		11,454	14,342	14,200	13,550
Cost/Tonne		53.81	65.71	63.00	72.47
Net Revenue/Tonne		66.57	41.30	52.27	48.00

CUMBERLAND JOINT SERVICES MANAGEMENT AUTHORITY
DRAFT FY20/21 Operating Budget

		19/20 <u>Apr - Dec 19</u>	19/20 <u>Projection</u>	19/20 <u>Budget</u>	20/21 <u>Budget</u>
REVENUE - COMPOST FACILITY					
Tipping Fees	4905	353,737	419,618	382,500	396,000
Compost Sales	4800	3,514	3,514	5,000	5,000
Diversions Credits	4815	10,604	12,000	13,000	18,056
Total Revenues		367,855	435,132	400,500	419,056
EXPENSES - COMPOST FACILITY					
Wages & Benefits		41,474	51,504	49,889	48,082
Safety Eqp. & Clothing	6725	684	912	1,500	1,500
Equipment Costs		53,851	60,290	63,450	69,500
Compost Building & Site		3,107	5,000	6,000	9,000
Analysis Expense		0	0	6,000	6,000
Capital - Loader Purchase	6930	0	0	0	0
Insurance	6670	10,793	14,390	17,500	23,350
Biofilter Mgmt	6690	0	1,000	1,000	1,000
Equipment Reserve	6950	15,001	20,000	20,000	20,000
Leachate Mgmt	6680	250	5,500	5,500	5,500
Total Organic Expenses		125,160	158,597	170,839	183,932
Contribution from Compost		242,695	276,535	229,661	235,123
Compostable Materials		3,618	4,496	4,250	4,400
Cost/Ton		34.60	35.27	40.20	41.80
Net Revenue/Ton		67.08	61.50	54.04	53.44
REVENUE - RECYCLING OPERATIONS					
Recycling Sales		43,808	35,514	25,000	20,000
Diversions Credits	4180	13,867	16,000	17,000	23,611
Labour Costs Recovered		11,420	11,420		
Reserve Transfer (Design)		0	0	0	
Total Recycling Revenue		69,096	62,934	42,000	43,611
RECYCLING EXPENSES					
Total Supplies & Materials		1,760	2,347	3,000	3,000
Total Staff Expense		146,931	195,908	302,073	282,663
Capital (2018-Storage)	7400	0	0		0
Insurance	7240	2,973	3,964	10,000	13,350
Clothing Allowance	7230	1,734	2,311	2,500	2,500
Safety Expense	7320	1,947	2,597	5,000	5,000
Plant Costs		59,825	80,767	82,000	12,000
Equipment Costs		15,392	22,429	19,740	18,500
Recycle Transport	7260	190,353	253,804	240,000	274,000
Tipping Fees	7365	290,292	387,056	335,000	391,400
Equip. Reserve	7380	15,001	20,000	20,000	10,000
Total Recycling Expenses		726,208	971,182	1,019,313	1,012,413
Recycling Contribution		(657,113)	(908,248)	(977,313)	(968,802)
Recyclable Tonnages		2,380	3,081	3,150	3,150
Cost/Ton		305.19	315.17	323.59	321.40
Net Cost/Ton		276.15	294.74	310.26	307.56

CUMBERLAND JOINT SERVICES MANAGEMENT AUTHORITY
DRAFT FY20/21 Budget

SCHEDULE 1

Tipfees Estimated Tonnages By Source

	2015	2016	2017	2018	Projected 2019	Budgeted 2020	Budgeted 2021	Tip Fee \$/TON	Budgeted 2021 Revenue
	Tonnages	Tonnages	Tonnages	Tonnages	Tonnages	Tonnages	Tonnages		
Solid Waste									
Regular Garbage	7,886	7,743	7,329	7,350	7,441	7,400	7,400	\$215.00	\$1,591,000
Recycling/Compost Waste	767	804	690	1,376	300	800	150		
	<u>10,268</u>	<u>8,547</u>	<u>8,019</u>	<u>8,726</u>	<u>7,741</u>	<u>8,200</u>	<u>7,550</u>		
Other Materials									
Regular C & D	4,766	5,642	5,395	4,494	4,500	4,500	4,500	\$90.00	\$405,000
Sorted C&D	732	711	599	617	350	600	600	\$35.00	21,000
Oily Soils	768	3,001	901	1,167	550	900	900	\$60.00	54,000
									<u>\$2,071,000</u>
									To L/F Revenues
Compost									
Source Separated	4,441	4,126	4,415	4,797	4,540	4,250	4,400	\$90.00	\$396,000
									To Compost Revenues
Recycling									
Recyclables:	3,777	3,755	3,632	3,448	3,133	3,150	3,150	\$0.00	0
Total Of Residual, Organics and Recyclables	16,104	15,623	15,376	15,595	15,114	14,800	14,950		
Total Of All	24,752	25,781	22,961	23,249	20,814	21,600	21,100		

SCHEDULE 2

Allocation of Diversion Credits

	Actual 2015	2016	2017	2018	Projected 2019	Budget 2020	Budget 2021
Facility							
Landfill	\$11,620	\$9,271	\$9,324	\$7,754	\$6,722	\$6,000	\$8,333
Compost	23,444	25,213	24,249	\$19,063	13,241	13,000	18,056
Recycling	20,020	17,162	18,341	\$27,140	17,778	17,000	23,611
Total	\$55,084	\$51,646	\$51,914	\$53,957	\$37,741	\$36,000	\$50,000
Materials Diverted							
Landfill	1,600	3,812	1,600	1,884	1,000	1,600	1,600
Compost	4,441	4,126	4,415	4,797	4,540	4,250	4,400
Recycling	3,010	2,951	2,942	2,072	2,833	2,350	3,000
Total	9,051	10,889	8,957	8,753	8,373	8,200	9,000
Diversion Per Ton	12	5	6	6	5	3	3

CUMBERLAND JOINT SERVICES MANAGEMENT AUTHORITY
DRAFT FY20/21 Budget

**SCHEDULE 3 -
Change in Reserve Balances**

	Operating Reserve	Equipment Reserve *	Cell Development	Closure/ Post-Closure	Total Reserves
Beginning Balances, Projected (3/31/19)	226,247	1,685,711	67,210	3,317,450	5,296,617
2020 Projected Transfers From Operations	-	70,000	-	105,272	175,272
2021 Transfers From (To) Operations					
Cell Construction (Final hold-back payment)			(67,210)		(67,210)
Cell Closure			-	(3,353,746)	(3,353,746)
Scheduled Allocation and Transfers	(83,250)	70,000	-	231,030	217,780
Net 2021 Budgeted Transfers From Operations	(83,250)	70,000	(67,210)	(3,122,716)	(3,203,176)
Projected Ending Balances (03/31/21)	142,997	1,825,711	(0)	300,006	2,268,713

* - Equipment reserve includes \$993,500 in insurance proceeds (recycling fire).

**TOWN OF OXFORD
GENERAL ADMINISTRATION**

Subject: Travel & Expense

Number:

Approved by: Council

Effective Date: February 19, 2019

Revision Date:

Minutes reference date:

PURPOSE:

This policy safeguards the appropriate use of municipal funds through the establishment of uniform standards and procedures respecting reimbursement of expenses incurred by Council members, the Chief Administrative Officer (CAO), and Town of Oxford employees, and members of the public appointed to committees/commissions in relation to Town of Oxford business.

SIGNING AUTHORITY

1. The following are the Signing Authority for the positions referred to, and shall be responsible for administering this policy with respect to the individuals in those positions:

Position	Signing Authority
Mayor	CAO/Designate
Members of Council & CAO	Mayor/ Designate
Town Employees/Committee appointees	CAO/Designate

2. A Signing Authority may designate a second signing authority. The designation of a secondary signing authority shall be in writing and shall state the name and position of the designate.
3. A Signing Authority is prohibited from authorizing payment of hospitality expenses incurred on their own behalf.

ELIGIBLE EXPENSES

4. The following travel expenses will be eligible for reimbursement from the Town, provided such expense is incurred in the course of carrying out duties and responsibilities associated with their employment and duly authorized by the Director or CAO.
 - a. **Privately Owned Vehicle** – The Town will reimburse any authorized individual for the use of privately-owned vehicles on Town business. Reimbursement will be made using the Kilometrage and Transportation Allowance Rates for the Province of Nova Scotia (Section A – Regular Rates) in effect on the date of travel.
 - b. Where several Council members, the CAO and/or employees of the Town of Oxford, or any combination thereof, attend the same meeting, conference or function, each shall make reasonable efforts to share a vehicle.
 - c. **Insurance** – To ensure that any authorized individual is adequately protected, privately-owned vehicles used for Town business shall, as a minimum, have basic insurance coverage. The authorized individual is responsible for payment of their respective insurance premiums. When the use of a privately-owned vehicle is authorized, the Director/CAO must ensure that the authorized individual is informed that the Employer assumes no financial responsibility

beyond payment of the authorized kilometer rate and that, in the event of an accident, the Employer assumes no responsibility for the deductible amounts related to comprehensive or collision coverage.

- d. **Accommodation** – Authorized individuals will be reimbursed for actual accommodation costs incurred while on Town business. Authorized individuals should request government rates whenever possible. Receipts are required for all accommodation charges.
 - e. Authorized individuals who use private accommodations while on Town business will be reimbursed \$60 per night. No receipt is required.
 - f. **Meals** – For each full day of travel, an authorized individual shall be reimbursed the total per diem allowance shown on Schedule A for meals.
 - g. For partial days, the authorized individual shall be reimbursed at the separate meal allowance rates. Related amounts for partial days of travel shall be prorated according to the current meal breakdown. In order to claim for a full day, the employee/elected official must leave at 8:00 am or prior and return later than 6:00 pm.
 - h. Reimbursement for meals shall not be claimed where meals are included a part of registration fees for conferences or seminars, etc.
 - i. **Air Travel** – The Town will reimburse for air travel and related fees (receipt required) at the economy rate to scheduled service airport nearest destination.
 - j. **Car Rental** – Reimbursement will be made for rental of car at destination. Attempts should be made to acquire economy type of transportation. (Receipts required.)
 - k. **Taxi/Bus** – Taxi/bus fares to and from accommodation to place of business as well as from airport to accommodation, etc. (Receipts required.)
 - l. **Park/Toll** – Highways and bridge tolls, parking fees. Receipts required if charges are over \$10 per day.
 - m. **Incidentals** - Where an authorized individual is travelling on the Town’s business and overnight accommodations have been authorized and used, the authorized individual will be reimbursed an allowance as set out in Schedule A per overnight stay to cover miscellaneous out-of-pocket expenses.
 - n. **Registration fees** – Expenditures for conference registration, etc. (Receipt required.)
5. **Travel Advance** – The Town does not routinely issue travel advances. If there are extenuating circumstances, an advance may be approved by the CAO.
6. **Spouses** – The Town of Oxford is not responsible for the costs of travel, lodging, meals, registration, etc. of the spouses when they are accompanying the employee to a conference or meeting.

EXPENSE CLAIMS

7. Expense claims must be submitted on the form provided from time to time by the Town of Oxford and shall be signed by the Claimant.
8. The business reason for each expense must be submitted with all expense claims and a detailed itemized receipt is required for all expense claims except:
 - a. Claims for per diem meal allowances;
 - b. Incidental expenses of less than \$10 for reasonable tips, bridge tokens, parking meters or non-alcoholic beverage.
 - c. Claims for personal vehicle kilometrage for authorized travel.
9. If no receipt is available, a written attestation signed by the Claimant must be submitted to explain why the receipt is unavailable, and a description itemizing and confirming the expenses must be provided. Debit or credit card transaction records are not acceptable as receipts.
10. Expenses incurred by one individual on behalf of another must be attributed to the individual for whom those expenses were incurred.
11. No expense claim shall be paid unless the claim is first approved for payment by the Signing Authority who has authority to approve the claim. Before approving an expense claim, a Signing Authority must ensure that:
 - a. the claim is consistent with policy;
 - b. the expenses claimed were necessarily incurred in the performance of municipal business;
 - c. appropriate receipts are provided to support the claim, and the claim documentation is appropriately filed; and
 - d. the expenses claimed have appropriate justification.
12. In consideration an expense claim for payment, a Signing Authority may request additional explanations, documentation or justification from the Claimant, and may refuse to approve any claim or expense that the Signing Authority decides is unreasonable or not in compliance with this policy.
13. The use of petty cash to pay an expense claim is prohibited.

TIMEFRAME

14. A claim for reimbursement of an expense shall be submitted for approval within thirty (30) days of the expense being incurred.
15. Expenses must be submitted and charged to the year in which they occurred. Expenses cannot be carried forward to future years.

FRAUD, MISUSE OR MISAPPROPRIATION OF MUNICIPAL FUNDS

16. Fraudulent irregularity, misuse or misappropriation of Town of Oxford funds may result in disciplinary action up to and including termination of employment.

17. Suspicious activity and potential misuse of funds must be reported immediately to the CAO. If such activity relates to the CAO it must be reported immediately to the Mayor.

REPORTING REQUIREMENTS

18. Pursuant to section ~~65A-65D~~ of the *Municipal Government Act*, the CAO shall ensure that the Municipality does the following:

- a. Within 90 days of the end of each fiscal quarter, prepares and posts an expense report on the Town of Oxford website for the Mayor, CAO (including an employee of the Town of Oxford delegated any of the responsibility or powers of the CAO pursuant to subsection 29(b) of the *Municipal Government Act*) and each member of Council on their expenses regarding the following:
 - i. Travel and travel related expenses, including transportation, accommodation and incidentals;
 - ii. Meals; and
 - iii. Training and education.
- b. On a quarterly basis, posts the expense reports of each reportable individual on the Town of Oxford website on their expenses regarding the following:
 - i. Travel and travel related expenses, including transportation, accommodation and incidentals;
 - ii. Meals; and
 - iii. Training and education.

REVIEW REQUIREMENTS

19. The Town of Oxford Audit Committee shall review the expense annual summary report relevant to section 18, by October 31st of each year.
20. By the January 31st immediately following a regular election held under the *Municipal Elections Act*, Council shall review this policy, and following motion by Council, either re-adopt the policy or amend the policy and adopt the policy as amended.

REPEAL

21. All previous Travel & Expense Policies of the Town of Oxford are hereby repealed and replaced with this policy.

Certification

I, **Rachel L. Jones, Chief Administrative Officer of the Town of Oxford**, do hereby certify that the policy of which the foregoing is a true copy was duly passed at a duly called meeting of the Town Council of the Town of Oxford held on the 19th day of February, 2019.

GIVEN under the hand of the Chief Administrative Officer and the corporate seal of the Town of Oxford this _____ day of _____, 2019.

Rachel L. Jones, Chief Administrative Officer

SCHEDULE A

SCHEDULE OF ALLOWABLE INCIDENTALS AND MEALS PER DIEM RATES

Incidentals: \$10 per overnight stay with receipts.

Meals: Travel must commence before 8:00 am.
Travel must end after 6:00 pm.

Breakfast	\$12.00
Lunch	\$17.00
Dinner	\$26.00
Maximum daily allowance	\$55.00

The above amounts are inclusive of all taxes and gratuities, with receipts.

Claimants whose religious beliefs or medical requirements prohibit them from consuming certain foods should be aware the appropriate meals can normally be obtained from caterers, provided that adequate notice of a special requirement is given. Should special dietary requirements negate the ability to participate in a meal that is provided free of cost, and as a result the Claimant must pay for a meal, they shall be paid a meal allowance for that meal.

SCHEDULE B

PRIOR APPROVAL FORM

1. Applicant's Name: _____

2. Present Position: _____

3. Department: _____

4. Proposed Conference, Course, Seminar: _____

5. Location: _____

6. Date: _____

7. I certify that I, as a minimum, will always have basic motor vehicle insurance coverage and that if for whatever reason I do not have insurance coverage, I will notify the Town in writing.

(signature) _____

8. Approved: _____

9. Rejected: _____

10. Subject to the following conditions, if any:

If this application is approved, expenses may be claimed in accordance with the Town's Travel & Expense Policy.

SCHEDULE C

TRAVEL ADVANCE REQUEST FORM

Name

Department

Destination

Purpose of Request

.....

.....

Dates Involved

Estimated Expenses: Registration \$

Travel \$

Accommodations \$

Meals \$

ESTIMATED TOTAL \$

Charge to: Signature:

Approved by: Date:

Northern Zone Alcohol Symposium Recap

EVENT OVERVIEW

Municipal Alcohol Projects first established in Nova Scotia in 2010, when the Mayors of Wolfville, Bridgewater, and Antigonish recognized the negative outcomes resulting from a culture of harmful alcohol use. The work gained support across the Province and expanded to include several other communities. Their work has led to an increased understanding of the issue, and started the shift towards healthy public decision-making where it can intersect with alcohol harm prevention.

There is a continued appreciation of the influence and power our municipal officials, staff, and residents have on issues of community wellbeing.

Therefore, on November 20th, a number of diverse stakeholders across multiple sectors (education, justice, nonprofit, volunteer, business, health, local and provincial government) gathered in the Town of Amherst to discuss the role and culture of alcohol in our communities.

The objectives for the day:

- Learn successful harm reduction practices;
- Understand ways to reduce alcohol related harms through community collaboration;
- Identify potential ideas for action across the zone.

Each of the speakers addressed a different impact of alcohol in our communities, including health impact, community and safety impact, and finally, targeted marketing tactics from alcohol producers and its impact on social norm.

1. Dr. Ryan Sommers, Medical Officer of Health for the Northern Zone
 - a. Setting the context through local statistics
 - b. Introduction to the power of healthy public policy
 - c. Connecting direct and indirect harms of alcohol use
2. David MacNeil, Chief of Police for the Town of Truro
 - a. Alcohol and the policing system
 - b. Successes in policing contributing to a safer alcohol culture
 - c. Barriers to changes in alcohol culture through justice
3. Dan Steeves, Health Promotion Coordinator for Mental Health Addictions
 - a. Community engagement on alcohol cultural shift
 - b. Marketing, advertising, and sponsorship, and how to take the decision-making power back from funders
 - c. Alcohol harms and the community setting

A panel of positive community harm reduction initiatives was also highlighted during the day. Participants on the panel shared what factors led to the success of their initiative and the impact it had on the community in reducing alcohol harms.

The presentations and success panel fueled interest and passion for table talk discussions around ideas for community action.

TABLE DISCUSSIONS

Participants were broken up into three groups for table talk discussions. The groups had time to reflect on the culture of alcohol in their communities and what changes they would like to see. They were encouraged to envision themselves as part of a community group that is working to reduce alcohol harms and discuss the following questions:

1. **WHAT** actions could this community group focus on to reduce alcohol harms in our communities?
2. **HOW** could the community group successfully implement these actions?

KEY THEMES OF ACTION:

1) ALCOHOL-FREE (FAMILY FRIENDLY) EVENTS

Increase the number of family friendly (whole community) events available in the community to show that alcohol doesn't need to be an integral part of all social/sporting events.

- Build a business case for provincial support to help fund and promote healthy, enjoyable, and "family friendly" activities in communities across Nova Scotia, both rural and urban areas.
- Build a business case that alcohol is not such a money generator for sporting events (when considering alcohol might impede some families from attending sporting events)
- Increase awareness around how adults can model for youth that alcohol doesn't need to be present at all social/sporting events. *"Think before you act"*
- Produce an event planning check-list for groups wanting to increase wellness and inclusivity at their events - could include a multitude of healthy behavior strategies.
- Hold a visioning-type activity where community members describe what their "ideal" community would feel, look, be like to see how citizens wish to see alcohol in their community.

2) FEDERAL ALCOHOL ACT

a) Develop a coalition approach to advocate for a federal alcohol-act that aligns with that of many of the new acts around smoke-free and cannabis specifically.

- Identify what has already been tried to learn/dove-tail on these efforts (ex: cannabis or tobacco)
- Use community readiness tool to identify appetite for specific issues, and the best approach
- Identify partners/allies such as other Nova Scotia MAP Groups (or similar groups internationally)
 - o Obtain background information on what's been done in the past.
 - o Identify organizations who care, or are doing advocacy on similar issues (non-traditional and traditional, ex: business community)
 - o Check-in with Alcohol Gaming Fuel and Tobacco (to better understand their role, motivating factors, and limitations)

b) Advocate for an independent (federal and/or provincial) body/board whose responsibility it would be to enforce the alcohol-act

- o One of the responsibilities of the board could include the review all alcohol advertising produced and posted in public forums: magazines, billboards, buildings, busses, etc.)

3) MARKETING & ADVERTISING

Develop stronger regulations/by-laws to prevent alcohol advertising (and sale) near schools, or anywhere where children and youth live, and play.

- b) Such municipal by-laws would be more easily implemented and enforced were they province wide (i.e. provincially supported or led).
- c) Consider alcohol exposure itself as a form of advertising.
- d) Important to limit alcohol advertising, mascots, and promotions at events where youth are.
 - Municipal controls: Municipally owned billboards, Sidewalks, Zoning bylaws (near schools, places where youth play, etc.)
 - Consider assistance from legal counsel with experience in health promotion policy.

VISIONING EXERCISE for the important work to come:

Participants completed an exercise in pairs to gauge their preferred type of working structure for future MAP committees.

STRUCTURE:

- Coalition-type action-oriented working groups
- Ideally, the coalition would meet no more than monthly,
- Meeting duration-90-120 mins

COMMUNITY VALUES:

- Reducing alcohol harms/Safety
- Family friendly/Children & youth
- Inclusiveness/Social opportunity/Positive community involvement
- Quality of life/Healthy communities

LONG TERM GOALS:

- De-normalize heavy drinking culture
- Collaborative community impact and potential for action for healthier, safer communities
- Reduce our dependence on alcohol in our social environment
- Reduce exposure of alcohol to youth and children

GUIDING PRINCIPLES:

- Collaborate closely with municipal and provincial governments.
- Work collaboratively so that we have a stronger voice.
- Use a comprehensive approach to achieve our goals.
- Be inclusive and open-minded to differing opinions.
- Be community driven (i.e. grass-roots).
- Invite the right people at the table, instead of focusing on size of the group.

Many participants expressed additional partners that may help bring a more comprehensive approach to the work in our coalition. See appendix B for a complete list of partnering organizations that were suggested to explore for potential future involvement in the work.

- Business community/Chamber of commerce
- Lions club/Rotary clubs/etc.
- Libraries
- Doctors/health care centers
- Bar owners/operators
- Department of Health & Wellness
- Nova Scotia Liquor Corporation (NSLC)
- Family/Women’s resource Centers
- MLAs
- Municipal staff (planners, CAO, admin)
- YMCA/YWCA
- Alcohol Gaming Fuel and Tobacco Division of Service NS (Inspectors)
- Federal partners (Canadian Mental Health & Canadian Public Health Associations, Health Canada, etc.)
- Police/RCMP
- Health (Physicians, Public Health, Mental Health & Addictions)
- First voice/community
- Local school boards, Student Advisory Councils (SACs), Nova Scotia Community College
- Community support groups (food, housing, etc.)
- Youth groups/Students
- Church leaders
- Community Health Boards (CHBs)
- NGOs (ex: Cancer Society, Injury Free Nova Scotia, etc.)
- First Nations groups
- MADD/SADD
- Lawyers/legal Counsels
- Other grass roots organizations
- Local Medical Officer of Health
- Sports & Recreation Centers

PARTICIPANT FEEDBACK

17 of 33 participants completed the evaluation at the end of the day. While there was limited survey response on plans for action after today, promising mentions included: bringing discussion forward to MAP meetings, promoting more family friendly events, and discussing advertising.

Feedback was positive and the majority of survey participants reported presentations as being the favorite part of the day. Less mentions included small group discussion, exposure of ideas and networking with others. There was limited response on the least enjoyed aspects of the day but a few mentions on the visioning activity.

Table 1: Frequency summary of participant satisfaction

Rate your satisfaction	Excellent	Good	Neutral	Fair	Poor
Presentation content	16	1			
Success Panel	11	6			
Table Top Discussion Topics	10	7			
Visioning Fill in the Blank Activity	8	7		2	



Minutes of the Police Advisory Board Special Meeting

Place: Council Chambers
Date: Thursday, January 30, 2020
Chair Presiding: Byron MacDonnell
Members Present: Councilor Wade Adshade and Councilor Dawn Thompson
Regrets: Annie Crowe
Recording Secretary: Linda Cloney

A quorum was present throughout the meeting.

1. Call to order

Chair MacDonnell called the meeting to order at 6:00 pm.

2. Proposal to Complete Intersection Review – WSP Canada Inc.

Members of the Police Advisory Board had a discussion regarding the proposal that WSP Canada Inc. presented regarding the intersection on Main Street, Lower Main Street and Water Street.

It was moved and seconded to recommend to Council to approve the review of the intersection of Main, Lower Main, and Water Streets by WSP Canada Inc. as indicated within their proposal, dated January 23, 2020.

Motion Carried

3. Adjourn

At 6:05 pm, it was moved and seconded that the meeting be adjourned.

Motion Carried

Byron MacDonnell, Chair

Linda Cloney, Recording Secretary



January 23, 2020

Linda Cloney,
Deputy Clerk
Town of Oxford

via email: [lcloney@town.oxford.ns.ca]

**RE: Proposal to Complete Intersection Review
Main Street/Lower Main Street at Water Street, Oxford, Nova Scotia**

2020-03

Dear Ms. Cloney:

As requested, this is our proposal to conduct an Intersection Review for Main Street/Lower Main Street at Water Street in Oxford, NS (See Figure 1). The existing T-intersection is stop controlled on all approaches, however, there has been a history of rolling stops and concerns with vehicle and pedestrian conflicts at this location. WSP has completed many intersection reviews throughout the region and we have a strong understanding of this assignment and its requirements. This letter outlines our objectives, project team as well as our proposed scope and associated budget.

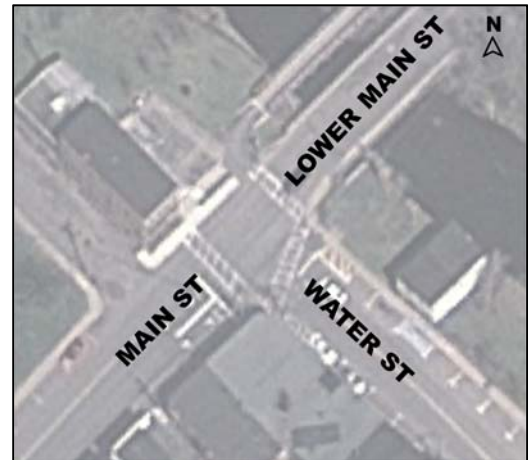


Figure 1 – Study Intersection, Oxford, NS

STUDY OBJECTIVES

The primary objective of this assignment is to conduct an intersection review for the Main Street at Water Street intersection that:

- Establishes existing traffic conditions at the Study Intersection using traffic volume data provided by the Town;
- Considers lane configuration and traffic control modifications that could be made to the Study Intersection; and,
- Assesses the impact of intersection changes to the Study Intersection.

PROJECT TEAM

Our project team includes professionals experienced in the practice of traffic engineering with extensive experience preparing intersection reviews of this scope. Key team members are described below:

Greg O'Brien, P.Eng. – will act as Project Manager and Senior Advisor for this Project, providing input on options and reviewing all submissions for quality assurance. He has been actively involved in traffic engineering and transportation planning for more than twenty years. He is a knowledgeable transportation engineer with extensive experience in preparation and review of Traffic Impact Studies, site plans and transportation functional designs. Greg is a member of the Transportation Association of Canada Traffic Operations and Management Standing Committee (TOMSC) and is a Past President of the Atlantic Section of the Canadian Institute of Transportation Engineers (CITE). He is familiar with the study area and is a registered Professional Engineer in the Provinces of Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador.

Hannah McBride, MScE, EIT - will act as Transportation Engineer for this project. Hannah will be responsible for the management of technical documentation, reviewing and analyzing traffic data as well as preparation of the final report. Since joining WSP, she has been heavily involved in several intersection and crosswalk reviews throughout the Maritimes. Her experience with traffic and active transportation projects as well as interests in emerging practices will be an asset to this project. Hannah is a registered Engineer in Training in Nova Scotia.



STUDY METHODOLOGY

The following section describes the tasks necessary to complete the Intersection Review for Main Street/Lower Main Street at Water Street:

1. WSP has previously met with the Town of Oxford representatives and have provided count forms for the Town to collect vehicle intersection turning movement data and pedestrian volumes. These counts were completed by the Town in May 2019 and WSP has since tabulated the data in 15-minute intervals with peak hours indicated by shaded areas.
2. We will project design hourly volumes at the intersection using an applicable growth rate based on available historical data and local knowledge of the area.
3. We will complete level of performance analyses at the intersection for AM and PM peak periods using *Synchro 10.0* intersection analysis software. Level of performance analysis will be completed for the existing traffic control and lane configuration, as well as scenarios using alternate traffic control and lane configurations. This will enable comparison of how changes to intersection lane configuration and traffic control could impact level of performance for the intersection.
4. We will review and comment on existing crosswalk locations and treatments at the intersection and we will consider additional transportation infrastructure that may improve traffic operations and increase safety at the intersection for all users.
5. We will prepare Concept Sketches for the intersection illustrating the recommended modifications.
6. We will prepare a draft technical Memorandum that summarizes methodology, findings, and recommendations for traffic control and configuration at the intersection. Once we have received and incorporated your comments on the draft we will finalize the Memorandum.

COST QUOTATION AND SCHEDULE

We estimate that the Intersection Review, as described above, can be completed for a total overall budget of **\$3,150 plus HST**. However, if work beyond that described above is required, extra work will be provided at our current hourly rates, plus expenses and HST. WSP Standard Terms and Conditions are attached for your review.

If you have any questions or comments, please contact me by email at greg.obrien@wsp.com or by telephone at 902-444-8347.

Sincerely,

Greg O'Brien, P.Eng.
Atlantic Practice Manager – Traffic Engineering & Transportation Planning
WSP Canada Inc.



**Proposal to Complete Intersection Review
Main Street/Lower Main Street at Water Street, Oxford, Nova Scotia**

Agreement:

I hereby accept the cost estimate of **\$3,150 plus HST** for provision of a Intersection Review, as described above, and authorize *WSP Canada Inc.* to proceed with the project.

Signed in _____ on January ____, 2020; _____
(Location) *(Signature)*

Billing Information: (Please update the following contact information as necessary)

Invoice to: _____ (Name)

_____ (Address)

_____ (Postal Code)

Land Phone: _____

Cell Phone: _____

Fax: _____

Email: _____



GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Except if a different interpretation is required by the context, the following terms shall have the following meanings:

- (a) **Affiliate** has the meaning given to such term in the *Canada Business Corporations Act* or in any replacement thereof or supplement thereto in effect, which meaning shall apply *mutatis mutandis* to partnerships, general partnerships and limited partnerships.
- (b) **Agreement** means (i) the Proposal, (ii) the General Terms and Conditions, (iii) the Purchase Order(s) and (iv) all the other attachments indicated in the Proposal, provided the parties have agreed in writing to be bound by the General Terms and Conditions and have not executed a Services Agreement.
- (c) **Claim** or **Claims** means, as the case may be, one or more of the following: losses, damages, fees, disbursements, penalties, fines, claims, formal demands, motions, petitions or applications, proceedings, legal hypothecs, charges, obligations imposed by law, liabilities, judgments, decisions, decrees, arbitral awards, taxes of any and all kinds, and any other types of costs or expenses (including reasonable lawyers' fees and reasonable expenses incurred thereby), plus the related interest at a rate of one percent (1%) per month.
- (d) **Client** means the party named in the agreement as being the recipient of the services.
- (e) **Completion** means the full and complete performance of the services in accordance with the Agreement.
- (f) **Confidential Information** means all information of a confidential nature, in whatever form and on whatever medium, that the Client and WSP obtain from the other party to the Agreement, directly or indirectly, including information concerning the Client or WSP, particularly regarding the business, affairs, financial position, assets, operations, activities, prospects or trade secrets of such party, as well as all analyses, assessments, compilations, notes, studies or other documents that the Client or WSP, as the case may be, or their respective Personnel have performed or prepared and that rely on or contain such information.
- (g) **Deliverables** means the drawings, plans, models, specifications, reports, photographs, surveys, calculations and other data, including the computer printouts, that shall be used in connection with the Agreement and shall be prepared by or on behalf of WSP.
- (h) **Force Majeure Event** means an event or circumstance beyond the control of a party to this Agreement that hinders or delays the performance by said party of its obligations under the Agreement and that, despite reasonable diligence and proper planning, said party was not or is not able to avoid or overcome.
- (i) **General Terms and Conditions** means this document entitled "General Terms and Conditions" and forming part of the Agreement.
- (j) **Hazardous Substance** means any substance, mixture of substances, product, waste, organism, pollutant, material, chemical product, contaminant, dangerous good, component or other material that is, or becomes, listed in, governed by or subject to a Law or regulation applicable to its use, manufacture, importation, handling, transport, storage, dumping and treatment.
- (k) **Law** or **Laws** means, collectively, all valid and applicable common law, federal, provincial, municipal and other local laws, orders, rules, regulations, bylaws and regulatory body decisions, including occupational health and safety, fire, employment insurance, workers' compensation and environmental protection legislation, building codes, anti-corruption laws or international conventions, that apply now or may apply in the future, and other governmental requirements, labour practices and procedures prescribed by law and related to the Project or the Services.
- (l) **Person** means a natural person, business corporation, company, joint venture, unincorporated association, union, partnership (limited or general), limited liability partnership, trust, trustee, executor, judicial administrator or other legal representative or any other enterprise or association.
- (m) **Personnel** means a party's directors, officers, employees, contractual personnel, representatives, advisors, agents and mandataries, which definition shall also apply *mutatis mutandis* to a party's Affiliates.
- (n) **Project** means the project indicated in the Agreement.
- (o) **Proposal** means the service proposal submitted to the Client by WSP and dated **23/01/2020**.
- (p) **Purchase Order** means, if applicable, the purchase orders established by the Client and bearing the numbers (N/A).
- (q) **Services Agreement** has the meaning given to such term in Subsection 19.1 hereof.
- (r) **Services** means the services indicated in the Agreement.
- (s) **Site** means the place where the Project is located.
- (t) **WSP** means WSP Canada Inc.

2. INTERPRETATION

2.1 **Precedence.** In the event of conflict or inconsistency between the documents forming part of the Agreement, the following shall have precedence, from first to last:

- (a) these General Terms and Conditions;
- (b) the Proposal, excluding the General Terms and Conditions and the attachments;
- (c) if applicable, the other attachments to the Proposal;
- (d) if applicable, the Purchase Orders.

2.2 **Severability.** If any term, covenant or condition of these General Terms and Conditions is, to any extent, held to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the remaining General Terms and Conditions other than the General Terms and Conditions



GENERAL TERMS AND CONDITIONS

that were deemed invalid or unenforceable, and each remaining term, condition or covenant shall be separately valid and enforceable to the fullest extent permitted by Law.

3. SCOPE OF SERVICES

3.1 **Services.** WSP shall provide the Services in accordance with the Agreement.

3.2 **Time.** WSP shall provide the Services and deliver each of the Deliverables in accordance with the work schedule included in or attached to the Proposals.

4. OBLIGATIONS

4.1 **Standard of Care.** WSP shall provide the Services with such degree of care, skill and diligence as is normally exercised by engineers or consultants in the performance of comparable services at the time and place where the Services are provided.

4.2 **Obligations of the Client.** The Client shall discharge all of its responsibilities without delay and shall study WSP's requests for information, instructions or decisions without delay and respond thereto diligently within a reasonable time so as not to delay performance of the Services.

4.3 **Information and Data.** The Client shall make available to WSP all Project-related information and data required by WSP for the performance of the Services and, upon receipt of a notice from WSP, shall perform any ancillary service that is necessary to enable WSP to provide the Services.

4.4 **Access to the Site.** The Client shall take the necessary steps to ensure that WSP has access to the Site if such access is necessary for the performance of the Services.

4.5 **Permits.** The Client shall obtain from the government authorities or any other persons all permits, approvals and licences and any other authorizations or rights that are required to carry out the Project.

5. CHANGES

5.1 **Changes.** The Client or WSP may at any time propose to the other party changes to the Services, including the addition or removal of Services, changing the work schedule and advancing or postponing the delivery of all or part of the Services.

5.2 **Change compensation.** If a proposed change causes, directly or indirectly, an increase or decrease in Service delivery times or costs, the Client and WSP shall negotiate in good faith, without delay, a fair adjustment to the schedule or a financial compensation or both, and shall amend the Agreement in writing accordingly.

5.3 **Performance.** WSP shall not proceed with any proposed changes if the Agreement has not been amended in writing by the two parties to reflect the schedule adjustments or a financial compensation or both.

6. OWNERSHIP OF DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS

6.1 **Deliverables.** The Deliverables shall be the exclusive property of WSP, whether or not work has been performed in connection with the Project. WSP shall retain the copyrights thereon and on any work that may result therefrom. The Client may retain a copy of the Deliverables in its files.

6.2 **Exclusive Use by Client.** Reports, opinions, findings, recommendations, including expert testimony, or other documents prepared under this Agreement are prepared for the exclusive use of the Client identified as the intended recipient. WSP is not responsible for the use of, or reliance on, these documents by any other party without the written consent of WSP. WSP accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions taken based on these documents.

6.3 **Intellectual Property Rights.** WSP shall retain all property rights on all patents, trademarks, copyrights, industrial property rights or other intellectual property rights and on the designs, products or processes developed or adapted by it in the performance of the Services. The Client shall not use, infringe or appropriate such exclusive rights without the prior consent of and payment of a financial compensation to WSP.

6.4 **Holdback of Deliverables.** Notwithstanding any contrary provision of the Agreement, if the Client is in default under the Agreement, including if a payment is not made by the Client when due, WSP may hold back all Deliverables until the Client has cured said default.

6.5 **Client Documents.** WSP may retain in its files a copy of all documents provided by the Client relating to performance of the Services.

7. INSURANCE

7.1 **Insurance Coverage.** WSP shall obtain, for the entire term of the Agreement, professional liability insurance with such limits per claim and aggregate annual limits as it deems reasonable, covering the professional liability incurred by WSP in the performance of the Services. At the Client's request, WSP shall provide the certificates of insurance within a reasonable time.

7.2 **Notice.** WSP and the Client shall notify one another in writing, without delay, of any event or incident that could give rise to a Claim under WSP's professional liability insurance referred to in this section, or of any other matter that WSP is required to disclose to its insurer. In addition, the Client shall provide WSP with all information, reports and documents and any assistance that may be reasonably necessary for the insurance claim to be settled without delay.

8. LIABILITY AND INDEMNIFICATION

8.1 **Liability of the Parties.** Subject to the limitations of liability indicated in Section 9, each party shall indemnify and save harmless the other party and their respective Affiliates, mandataries, agents and Personnel from and against Claims attributable to the following:

- (a) third persons;
- (b) the negligent or wrongful acts or omissions of the indemnifying party or of any person under the indemnifying party's responsibility.

9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** Each party's liability with respect to the Claims that may be made against it or its Affiliates, mandataries, agents and Personnel, under the Agreement or affecting the Services in any way whatsoever, whether based in contract, tort (including negligence) or any other theory of liability, notwithstanding any other provision of the Agreement, shall be limited to the aggregate amount payable by the Client in consideration of the Services under the Agreement.



GENERAL TERMS AND CONDITIONS

- 9.2 **Indirect Damages.** The parties shall in no case be liable for indirect or exemplary damages or for damages for loss of profits or income, loss of clients, loss of reputation, loss of financing or loss of business opportunity.
- 9.3 **Prescription Period.** No claim may be made against WSP or its Affiliates, mandataries or agents, including the insurers and their respective personnel, more than one year (or beyond the prescription period provided by law in the jurisdiction in which the Project is carried out) after the Completion of the Services.
- 9.4 **Hazardous Substances.** WSP shall not be responsible for the identification, reporting, analysis, presence, handling, removal or elimination of hazardous substances found on or near the Site, unless otherwise indicated in the Agreement, nor shall it be liable for the exposure of persons, property or the environment to such hazardous substances.
- 9.5 **Information from the Client.** The Consultant shall have the right to assume that all information and data provided by or on behalf of the Client and all information provided by the government authorities and public utilities is accurate and complete.
- 9.6 **Acts of Third Parties.** The Consultant shall not be liable for the acts or omissions of the Client's consultants, the contractors, the subcontractors, the suppliers or the service providers in relation to the Project or for the work they performed. The Consultant shall not monitor, direct or supervise the methods, means, techniques, sequences or construction processes employed by the contractors, subcontractors or service providers in relation to the Project.
- 9.7 **Independent Expert.** The Consultant shall not be liable for any opinions provided by any independent expert engaged by the Client, even if said expert is recommended by the Consultant.
- 9.8 **Manufacturing Defects.** The Consultant shall not be liable for manufacturing defects in equipment, materials or supplies specified or recommended by it.
- 9.9 **Safety.** The Consultant shall not be responsible for the safety measures and programs required for the Project or for general safety at the Site pursuant to the applicable health and safety laws.
- 10. FORCE MAJEURE EVENT**
- 10.1 **Force Majeure Event.** If, owing to a Force Majeure Event, either party is unable to fulfill its obligations under the Agreement, the obligations of such party shall be suspended for the period during which and to the extent that the Force Majeure Event continues to have such effect.
- 11. INDEPENDENT CONTRACTOR**
- 11.1 **Independent Contractor.** Unless otherwise indicated in the Agreement, WSP shall be an independent contractor and not an agent or mandatary of the Client.
- 12. PAYMENT**
- 12.1 **Payment.** WSP shall invoice the Client every month, and the Client shall pay the invoices within thirty (30) days of receipt thereof. If the Client determines that an invoice contains amounts that, in its estimation, it does not owe to WSP, it shall notify WSP within ten (10) days of receipt of the invoice. If the Client does not notify WSP within said ten (10) days, it shall be deemed to have accepted the amounts indicated on the invoice issued by WSP.
- 12.2 **No holdback.** Notwithstanding any other provision of the Agreement, there shall be no holdback of payment for the Services.
- 12.3 **Interest.** The amounts that either party pays to the other party when due under the Agreement shall bear interest as of the initial due date until the actual date of payment, inclusive, at a rate of one percent (1%) per month.
- 13. SUSPENSION OR TERMINATION**
- 13.1 **Expiry or Termination.** The Agreement shall terminate at the earlier of the following dates:
- (a) the Completion date;
 - (b) the termination date if the termination occurs in accordance with this section.
- 13.2 **Termination by the Client.** In the event of a material failure by the Consultant to fulfill any of its obligations under the Agreement, the Client shall notify the Consultant that the default must be cured. If the Consultant fails to cure the default within thirty (30) days of receipt of such notice, if the default cannot be cured immediately, or if the Consultant fails to take reasonable measures within such time to cure it, the Client may terminate the Agreement by a new notice to the Consultant. Such termination shall not relieve the Client of its obligation to pay all of the amounts owed by it to the Consultant for the Services provided up to the termination date, in addition to all the costs incurred by the Consultant up to said date, in the manner set forth in the Agreement.
- 13.3 **Suspension or Termination by WSP.** In the event of a material failure by the Client to fulfill any of its obligations under the Agreement, including if it fails to make the payments in the manner set forth in the Agreement, WSP shall notify it that the default must be cured. If the Client does not cure the default within seven (7) days of receipt of such notice, WSP may cease to provide the Services until it receives payment in full of the amounts owed to it, including accrued interest, or until the default has been cured. If the Client does not cure the default within fifteen (15) days of receipt of the default notice given by WSP, WSP may terminate the Agreement by providing a new notice to the Client. If applicable, the Client shall pay without delay all amounts that it owes to WSP for the Services provided up to the termination date, in addition to all reasonable termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.
- 13.4 **Suspension or Termination by the Client.** If the Client does not intend or is not able to implement the Project, it may suspend or terminate the Agreement by thirty (30) days' notice to WSP. Upon receipt of such notice, WSP shall cease to provide the Services, except for those Services that are reasonably necessary to enable the suspension or termination of the part of the Project for which it is responsible. If applicable, the Client shall pay without delay all amounts that it owes to WSP for the Services provided up to the suspension or termination date, in addition to all costs incurred by WSP up to said date and all reasonable suspension or termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.
- 13.5 **Rights of WSP.** If the Client suspends the performance of the Services at any time whatsoever for more than thirty (30) days, whether those days are consecutive or not, WSP may choose, in its entire discretion, to terminate the Agreement upon



GENERAL TERMS AND CONDITIONS

delivery of a notice to the Client. If applicable, the Client shall pay without delay any Compensation that it owes to WSP for the Services provided up to the termination date and all reasonable termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.

14. CONFIDENTIALITY

- 14.1 **Confidential Information.** All confidential information received by a party to the Agreement shall be treated as strictly confidential and shall not (i) be disclosed to a third party or (ii) be used in any manner whatsoever, directly or indirectly, for a purpose other than the performance of the Services, subject to the prior consent of the party that provided the confidential information, which consent shall not be unreasonably withheld.

15. DISPUTE RESOLUTION

- 15.1 **Negotiations.** In the event of a dispute between the parties regarding the Agreement, the parties shall use all reasonable efforts to resolve the dispute amicably. The parties agree to openly disclose all relevant information and provide all relevant documents within the prescribed time periods without prejudice to the rights and remedies available to them.
- 15.2 **Unresolved Dispute.** If, after negotiations, a dispute remains unresolved, either party may bring it before the courts or, by mutual agreement, refer it to another dispute resolution process, including mediation or binding arbitration.

16. NOTICES

- 16.1 **Notices.** Notices shall be given in writing at the party's address indicated in the Agreement. Notices may be delivered in person or by courier or sent by facsimile or electronic mail.

17. SURVIVAL OF PROVISIONS

- 17.1 **Survival of Provisions.** In addition to the provisions of the Agreement that, by their very nature, shall continue in full force and effect after the termination or expiry of the Agreement, the following sections shall continue in full force and effect after the termination or expiry of the Agreement: Section 6 *Ownership of Deliverables and Intellectual Property Rights*, Section 8 *Liability and Indemnification*, Section 9 *Limitation of Liability*, Section 14 *Confidentiality*, Section 15 *Dispute Resolution*, and Section 18 *Governing Laws*.

18. GOVERNING LAWS

- 18.1 **Governing Laws and Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of the province in which the Project is carried out. The parties agree, subject to Section 15 *Dispute Resolution*, to accept and attorn to the exclusive jurisdiction of the courts of the province in which the Project is carried out.
- 18.2 **Venue.** The parties hereby waive any objection based on the venue or the doctrine of *forum non conveniens* in respect of Claims resulting from the Agreement or in any way associated with or related to the Client's and WSP's business in respect to the Agreement or related operations, whether they exist on the date hereof or arise thereafter and whether they arise out of contractual, tort or civil liability or out of the application of any other legal system or specific law.

19. GENERAL PROVISIONS

- 19.1 **Legally Binding Agreement.** Before the performance of the Services commences, the parties will attempt to negotiate in good faith a services agreement (the "**Services Agreement**") containing terms and conditions substantially equivalent to the General Terms and Conditions. If a Services Agreement is entered into between WSP and the Client, it shall constitute the sole legally binding agreement binding them with respect to the performance of the Services. If WSP and the Client do not enter into a Services Agreement, they agree to be bound by the General Terms and Conditions, which, in such an event, shall be the sole legally binding agreement binding them with respect to the performance of the Services.
- 19.2 **Assignment.** No party may assign the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, WSP may assign the Agreement, without the Client's consent, to any of its Affiliates or to a third party that amalgamates with WSP or acquires all or substantially all of WSP's assets. Subject to the foregoing, the Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and, as regards WSP, its assigns.
- 19.3 **Entire Agreement.** Subject to the provisions of Subsection 19.1 hereof, this Agreement constitutes the entire agreement between the parties and hereby cancels and replaces all previous agreements between the parties in respect of the Services.
- 19.4 **Changes.** No Change made to the Agreement shall be binding upon WSP and the Client unless it is made in writing and executed by the authorized representatives of the parties.
- 19.5 **No Waiver.** Any failure by any party to demand compliance with any term, condition or directive or to exercise any right or privilege granted to it in the event of breach or default shall not constitute a waiver of such term, condition, right or privilege.
- 19.6 **Exclusions.** Unless expressly indicated otherwise in the Agreement, the requests for proposals, tender packages or other similar documents of the Client shall not form part of the Agreement.

END OF DOCUMENT

January 24, 2020

Dear Mayor & Councilors,

On behalf of the Cumberland Municipal Alcohol Project (MAP) committee, we would like to thank you for your continued support and participation with the MAP committee. Recently, the Northern Zone Alcohol Symposium was hosted in Amherst for the purpose of bringing diverse stakeholders together to enhance the understanding of ways to reduce alcohol related harms in our communities and identify areas for action. It was very encouraging to see the municipal support from your council, CAO (Amherst) and the community and it was especially appreciated to have Mayor Kogan welcome all participants and highlight the family friendly New Year's Eve event.

The work of our MAP committee is not about alcohol prohibition but rather a focus on shifting the culture of alcohol in our communities to lessen the burden of alcohol harms that can impact citizens and families for years. Your commitment to offering family-friendly events without alcohol is a great example of how to shift the alcohol culture and demonstrates your willingness to promote the health and wellbeing of our community. Our local committee is eager to keep the positive momentum moving forward. Over the next 6 months we are planning to celebrate successes and champions in our community around harm reduction and to develop tools to enhance community vibrancy. Municipal support and perspective on such initiatives is essential.

We welcome you to connect with us to discuss future commitments and opportunities to collaborate.

We look forward to a continued partnership with your staff and council.

Cumberland MAP Committee

STRATEGIC PRIORITIES CHART

January 2020

COUNCIL PRIORITIES

NOW

1. **POLICE SERVICES REVIEW: Recommendation to Council**
2. **3-YEAR CAPITAL PLAN**
3. **MASS ALERT SYSTEM: Options**
4. **COMMUNITY CENTRE: Feasibility**
5. **SOURCE WATER PROTECTION/WATER MANAGEMENT STRATEGY**

TIMELINE

February
February
April
March
December

NEXT

- WATER MANAGEMENT STRATEGY: Terms of Reference
- BRANDING STRATEGY: Terms of Reference
- WATER PIPE REPLACEMENT: 3-Year Program
- PUBLIC COMMUNICATION STRATEGY
- SERVICE CAPACITY REVIEW

ADVOCACY / PARTNERSHIPS

- *Park Proposal (Lions)*
- *Water System Funding*
- *Off-Highway Vehicle: Status*

OPERATIONAL STRATEGIES

CHIEF ADMINISTRATION OFFICER

- **POLICE SERVICES REVIEW: Report** - February
- **MASS ALERT SYSTEM: Options** - April
- **3-YEAR CAPITAL PLAN** - February
- Unsightly Premises Campaign
- Website: Refresh
-

FINANCE

1. Collection Process - March
 2. Tax Sales - March
 3. MFC Mentorship Program – April
- TownSuite Software Implementation
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PUBLIC WORKS

1. Water Utility/DOE Compliance Plan: February
 2. OHS Refresh: May
 3. Department of Transportation Compliance Plan - June
- WATER PIPE REPLACEMENT: 3-Year program
 -

RECREATION SERVICES

1. **COMMUNITY CENTRE: Feasibility** - March
 2. Community Spaces Directory - February
 3. Active Transportation & Trail Signage - February
- Trail Maps/Brochures
 - Arena Usage Agreement
 - Volunteer/Leadership Workshops

PROTECTIVE SERVICES

1. Regular Liaison Schedule: Mayor & CAO
 2. Apparatus Inventory Assessment - April
 - 3.
- -

COMMUNITY ECONOMIC DEVELOPMENT

1. Poetry Festival - April
 2. Downtown Beautification - Mar.
 3. Wild Blueberry Harvest Festival - June
- -

BOLD CAPITALS = Council NOW Priorities; **CAPITALS** = Council NEXT Items; *Italics* = Advocacy;
Title Case = Departmental Strategic Initiatives