TOWN OF OXFORD
INCORPORATED 1904
Wild Blueberry Capital of Canada

Town Council Meeting
Council Chambers, conducted through Zoom and
streamed live to Facebook.
Monday, April 17, 2023
6 PM

AGENDA

1. Call to Order

Pg 3-4 1.1 April 25 – 18th annual international Parental Alienation Awareness Day and Bubbles of LOVE Day

Pg 1-2 2. Approval of Agenda

3. Approval of minutes from the previous meetings

Pg 5-10 3.1 Town Council Minutes – March 20, 2023
Pg 11-13 3.2 Special Council Minutes – March 29, 2023

4. New Business

Pg 14-18 4.1 Amend the Procurement Policy re: Appendix 5 – Purchasing Cards– *verbal presentation - Linda*
Pg 19 4.2 2022 2023 Boards and Committees – changes to Intermunicipal Poverty Reduction Advisory Committee and add a new committee Road Trails Act Review Committee - *Linda*
Pg 20 4.3 Oxford Trails Association Quote – Request for decision – presented and discussed at COW April 3 – *Linda*
Pg 21-24 4.4 Water and Sewer Services Request – Mervil Rushton (Birchwood Road Property) – *Linda*
Pg 25-26 4.5 Amend motion (February 21) regarding adopting Sewer infrastructure and services on Sunset Avenue – *Linda*
Pg 27 4.6 Oxford Library Rent and contract – notice to Council – *Greg*
Pg 28-31 4.7 Sustainable Services Growth Fund (SSGF) – terms and conditions – *Linda*
Pg 32 4.8 Oxford Community Identity Signs – installed – *Linda*
Pg 33-41 4.9 Dillon Consulting Agreement – re: System Assessment Report – *Linda*

5. Correspondence

Pg 42-43 5.1 Grad Banners – request from Michael Collicott and Julie Mitchell - *Greg*

Pg 44 5.2 2022-2023 NSCC Student Award Update – email from Michelle Bussey - *Linda*

6. In-Camera

6.1 acquisition, sale, lease, and security of municipal property

7. Adjournment

From: admin@oxfordns.ca
To: lcloney@oxfordns.ca
Subject: FW: Proclamation of Parental Alienation/Bubbles of Love Day April 25, 2023
Date: April 3, 2023, 2:18:38 PM

From: Chantelle Hill <chantelle.l.hill@gmail.com>
Sent: Monday, April 3, 2023, 2:12 PM
To: ghenley@oxfordns.ca; cao@oxfordns.ca; admin@oxfordns.ca; info@oxfordns.ca
Cc: cblack@oxfordns.ca; bcolborne@oxfordns.ca; pjones@oxfordns.ca; cmcnutt@oxfordns.ca. amacdonald@oxfordns.ca
Subject: Proclamation of Parental Alienation/Bubbles of Love Day April 25, 2023

Dear Mayor Gregory Henley

I hope this finds you having a wonderful day!
April 25, 2023, is the 18th annual international Parental Alienation Awareness Day and Bubbles of LOVE Day. This day is celebrated around the globe to spread the simple message that children need to and should be allowed to give and receive the LOVE of both of their parents and extended families.

On April 25th at 12:00 noon, people all around the globe will blow bubbles for 10 minutes to spread this simple yet important message that "Love is the answer" for all children. It is a fun and positive way that all ages can enjoy and participate in sharing. this message.

Mayors all over the country are proclaiming April 25, 2023, as "Parental Alienation Awareness Day."

Bubbles of LOVE Day is great for communities and receives positive attention as mayors, city council members, educators and business leaders usually participate in the event by blowing bubbles. After all, everyone can agree that "Love is the answer" and everyone has fun blowing bubbles! The fun and simplicity of the event is. what makes it wonderful for people of all ages and every community around the globe!

Last Year Mayor Basil Stewart Declared Parental Alienation Day/ Bubbles of Love Day, In Summerside, PEI. Where I Currently Reside. Our new Mayor Dan Kutcher has signed the proclamation this year. We will be having a flag raising and blowing. bubbles with the mayor and members of council on April 25th.

Please don't hesitate to contact me. I can be reached at 902 303 4629 or via email. I would be glad to speak with you anytime if you would like.

Most Sincerely,
Chantelle Hill
219 Beaton Avenue
Summerside, PEI
902 303 4629
chantelle.l.hill@gmail.com

Minutes of the Regular Council Meeting

Place: Council Chambers and conducted through Zoom and streamed live to Facebook
Date: Monday, March 20, 2023.
Presiding Officer: Mayor Greg Henley
Councilors present: Carla Black, Paul Jones, Brenton Colborne, Chrystal McNutt, Oliva Canning, and Deputy Mayor Arnold MacDonald
Regrets: Nil

A quorum was present throughout the meeting.

Staff in attendance: Linda Cloney - CAO, and Stan McDougall – Administrative Assistant (recording secretary).

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1. **Call to Order**
   At 6:00 PM, Mayor Henley called the meeting to order.

2. **Proclamation - March 26, 2023, Purple Day for Epilepsy**
   Mayor Henley proclaimed that March 26, 2023, Purple Day in Oxford to show support for Epilepsy Awareness month in March and to those in Oxford who live with epilepsy. Purple day was created by Cassidy Megan in 2008 to get people talking about epilepsy in an effort to dispel myths and inform those with seizures that they are not alone. Council was encouraged to wear purple ribbons and to pose for a picture after the Council meeting to be used in a photo and post on the Town of Oxford Website and Facebook page on Sunday March 26, 2023.

3. Approval of Agenda

Moved by Deputy Mayor MacDonald and seconded by Councillor Black that the agenda of the Regular Council Meeting for March 20, 2023, be approved, as presented.

Motion Carried

4. Oath/Affirmation of Office for Councillor and Code of Conduct – *Mayor Henley*

CAO Linda Cloney addressed council and reported that where the election is by acclamation, and where there was only one candidate that was officially nominated in the special election for the Town of Oxford, and having been informed by the returning officer, Oliva Canning has been declared duly elected at this first meeting of Council following the acclamation.

Oliva Canning officially took the Council Member's Oath of Office and Statement of Commitment to Councillor's Code of Conduct, signing each before Mayor Henley. Mayor Henley signed and placed the official seal of the Town of Oxford on each document for confirmation and congratulated along with council, Oliva Canning as a Councillor for the Town of Oxford.

5. Approval of minutes from the previous meetings

5.1 Town Council Minutes – February 21, 2023

Approved **by ____**

Mayor Greg Henley, *on March 20, 2023*

6. New Business

6.1 Seven Lee Way – partial release of bond – *verbal presentation – Linda*

CAO Linda Cloney discussed with council that Mervil Rushton has made request to council to release ½ of the bond held for the development of Seven Lee Way which is still being completed but was approximated to be 80% completed. There currently is a delay in the amendment of the sewer by-law which is slowing the completion.

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Moved by Councillor Jones and seconded by Councillor McNutt to grant the approval of the release of ½ of the bond held by the Town of Oxford to Mervil Rushton.
Motion Carried

6.2 2022 2023 Boards and Committees – changes to Recreation Commission Members – *Councillor McNutt*

The names of the revised members to the Recreation Commission were presented.

Moved by Councillor McNutt and seconded by Councillor Jones to accept the revisions to the 2022 2023 Boards and Committees, as presented.
Motion Carried

6.3 Poverty Reduction Advisory Committee Recommendation to Council – *Councillor Black*

CAO Linda Cloney announced to council and to viewers on Zoom that there is an opening for a citizen appointee from the Town of Oxford for the Poverty Reduction Advisory Committee. If anyone was interested to contact the Town of Oxford for more details. Councillor Black discussed that the meetings for the committee are now held quarterly.

Moved by Councillor Black and seconded by Deputy Mayor MacDonald that the funding of the Mitacs project "Pathways to Resiliency", as recommended by the Intermunicipal Poverty Reduction Committee, be approved as presented and that the Town of Amherst, Town of Oxford and the Municipality of the County of Cumberland collaborate through their respective CAOs, to determine a mutually agreeable funding formula.
Motion Carried

CAO Linda Cloney discussed with council that the CAOs of the three participating municipalities have proposed that the Town of Amherst and the Municipality of the County of Cumberland contributes thirteen thousand five hundred dollars and the Town of Oxford

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contributes 10% of the project value which is three thousand dollars spread over 18 months.

Moved by Councillor Jones and seconded by Councillor McNutt to accept the funding formula as presented.
Motion Carried

6.4 Collective Agreement Ratification – *verbal presentation – Linda*

CAO Linda Cloney presented to council for approval the Collective Agreement for the CUPE Contract, which was signed March 13, 2023. Changes to the contract were reviewed with council and discussion that meetings to start the process for the next contract renewal would begin again soon and planned to be ratified prior to the expiry date of this contract to avoid retro pay going forward. The term was shortened from a four-year term to a two-year term.

Moved by Councillor Black and seconded by Councillor McNutt to accept the CUPE contract as presented.
Motion Carried

6.5 Non-Unionized Staff Salaries – *verbal presentation – Linda*

CAO Linda Cloney presented to council a proposal to approve that non-unionized staff be compensated the same as the unionized employees as in the Collective Agreement, 4% wage increase as of April 1, 2022, and 3% wage increase as of April 1, 2023.

Moved by Councillor Jones and seconded by Deputy Mayor MacDonald to accept the presented proposal that the non-unionized staff be compensated the same as the unionized employees as in the Collective Agreement.
Motion Carried

6.6 Proposed revisions to Council Meetings and Proceedings Policy – Draft in package – *Linda*

CAO Linda Cloney discussed proposed revisions to Council Meetings and Proceedings Policy, which included that the Committee of the Whole to meet every second Monday and the Regular Council to

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meet every 4th Monday. The main reason for the change primarily is to allow reasonable time for staff and external committee reports to be submitted. It was proposed to start the policy and planned changes in May 2023 where there are five Monday's that month.

Moved by Deputy Mayor MacDonald and seconded by Councillor McNutt to approve the revisions to the Council Meetings and Proceedings Policy as presented.
Motion Carried

7. In-Camera

7.1 acquisition, sale, lease, and security of municipal property

At 6:15 PM it was moved by Councillor Jones and seconded by Councillor Black to go in-camera to discuss acquisition, sale, lease, and security of municipal property.
Motion Carried

At 7:59 PM it was moved by Deputy Mayor MacDonald and seconded by Councillor Jones to come out of in-camera and resume the Regular Council Meeting.
Motion Carried

Moved by Councillor McNutt and seconded by Councillor Black to direct Town of Oxford administration to continue with the residential Tax Sale process.
Motion Carried

Moved by Councillor Jones and seconded by Deputy Mayor MacDonald to continue and support the dangerous and unsightly process as directed by the MGA regarding 48 Ellis Street., Oxford.
Motion Carried

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8. Adjournment

The meeting adjourned at 8:16 PM

____

Mayor Greg Henley, Chair

____

Stan McDougall, Admin Assistant

____

Date Approved

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Minutes of the Special Council Meeting

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Place:	Council Chambers and conducted through Zoom and streamed live to Facebook
Date:	Tuesday, March 29, 2023.
Presiding Officer:	Mayor Greg Henley
Councilors present:	Carla Black, Paul Jones, Brenton Colborne, Chrystal McNutt, Oliva Canning, and Deputy Mayor Arnold MacDonald
Regrets:	Nil

A quorum was present throughout the meeting.

Staff in attendance: Linda Cloney - CAO, Ruthann Brookins – Senior Accountant and Stan McDougall – Administrative Assistant (recording secretary).

1. **Call to Order**

   At 6:00 PM, Mayor Henley called the meeting to order.

2. **Approval of Agenda**

   Moved by Councillor Jones and seconded by Councillor McNutt that the agenda of the Special Council Meeting for March 29, 2023, be approved, as presented.

   Motion Carried

3. **CJSMA Dissolution**

   Moved by Deputy Mayor MacDonald and seconded by Councillor Colborne to approve the resolution as presented giving effect to the dissolution of the CJSMA.

   Motion Carried

4. In Camera

4.1 acquisition, sale, lease, and security of municipal property

At 6:02 PM it was moved by Councillor Jones and seconded by Councillor Black to go in-camera to discuss acquisition, sale, lease, and security of municipal property.

Motion Carried

At 6:15 PM it was moved by Councillor Jones and seconded by Councillor Black to come out of in-camera and resume the Special Council Meeting.

Motion Carried

5. Adjournment

The meeting adjourned at 6:17 PM

____

Mayor Greg Henley, Chair

____

Stan McDougall, Admin Assistant

____

Date Approved

DRAFT

RESOLUTION OF
CUMBERLAND JOINT SERVICES MANAGEMENT AUTHORITY
(“CJSMA”)

WHEREAS the CJSMA was established pursuant to an Intermunicipal Services Agreement dated the 7th day of October 1997 as amended (the **“Agreement”**) under the provisions of section 13(3) and (4) of the *Towns Act* and section 74(h) of the *Municipal Act.*

AND WHEREAS the Towns of Oxford and Amherst along with the Municipality of Cumberland (the **“Participating Units”**) sold the waste management assets and liabilities of CJSMA and entered into a 25-year related waste and resources benefits agreement with GFL effective as of September 1st, 2021.

AND WHEREAS the residual assets and liabilities of CJSMA as of February 28, 2023 are shown on the financial statements as of such date prepared by CJSMA’s auditors Jorgenson and Bickerton which statements are attached hereto as Exhibit “A”.

AND WHEREAS the Participating Units are desirous of dissolving CJSMA pursuant to section 17(4) of the Agreement.

NOW THEREFORE BE IT RESOLVED that CJSMA be and is hereby dissolved with the assets thereof being vested in and the liabilities thereof being the responsibility of the Participating Units in proportion to the following percentages:

The Town of Amherst 40.446%
The Town of Oxford 4.656%
The Municipality of Cumberland 54.898%

BE IT FURTHER RESOLVED that the Mayor and CAO be and they are hereby authorized to take such actions and do all things including the execution of such documents, instruments and other writings as may be necessary or desirable in conjunction therewith.

Appendix 5 - Purchasing Cards

Objectives

I. The Town of Oxford is committed to:

   a) Reducing the costs of procuring and paying for low dollar value goods, services, and travel expenses by reducing the number of small orders and invoices processed and the number of cheques issued.
   b) Eliminating the issuance of travel and cash advances in addition to separate payments or registration fees, transportation costs, and accommodations.
   c) Maintain the existing levels of discounts negotiated with suppliers for prompt payment by providing a more efficient payment process.
   d) Streamline administrative functions and reduce the time spent by departments processing payments.
   e) Maintain an acceptable level of accountability and safekeeping of the Town of Oxford's assets by setting appropriate limits and restrictions on the use of cards.

Roles and Responsibilities

2. Purchasing cards may be used by select authorized purchasers for procuring both goods and services for the Town of Oxford. The purchasing card has a transaction limit which is set by the Town of Oxford to meet the cardholder requirements. The CAO shall use discretion in the number of cards in use at the Town of Oxford by reviewing the nature of the positions which have cards and the requirement of their respective departments.

3. Unless a separate and different level has been specifically approved by Council, the purchasing card limits shall be as follows:
   a) Mayor - $3,000
   b) CAO - $9,000

   These limits are defined as the maximums for individuals the CAO deems appropriate to have a purchasing card. The limits represent the total amount of purchases that can be charged to the card during a one-month billing cycle.

4. Under no circumstances shall a transaction be split into two or more separate receipts to bypass the transaction dollar limit on the card or the approval limits of the employee.

5. The purchasing card may not be used to purchase or pay for:
   a) Personal purchases
   b) Cash Advances
   c) Alcohol

Procedure

6. Orders, reservations, and registrations may be placed either by internet, fax, phone or in person. The monthly processing can be summarized as follows:
   a) Authorized cardholders make purchases in the normal course of business and maintain a record of all card transactions.
   b) Cardholders verify monthly statements against their record and purchase transaction logs (provided in Appendix 6) and provide project, process or reason for purchase.
   c) Supervisor of the cardholder approves the statement for payment and sends to Deputy Clerk for payment.
   d) The Deputy Clerk receives and pays the monthly billing allocating expenses according to details provided.

7. Written agreements shall be made with the bank, including fee schedules and processing procedures. The bank may assign a manager to the Town's account in addition to the Town's monitoring mechanisms

8. To enhance accountability, there shall be a segregation of duties involved with purchasing cards, including payment approval, accounting, and reconciliation.

Receiving Goods

9. The cardholder shall keep a copy of all supporting documentation (e.g. cash register and purchasing card receipts, vendor notices, purchase register, etc.) and attach it to the monthly statement. The cardholder shall certify that the goods have been received by signing the sales slip.

Disputed Items and Returns

10. Disputed items are purchases that do not accurately reflect the transactions made by the cardholder (e.g. wrong amount, incorrect account number, multiple posting, etc.) The cardholder shall be responsible for reporting these as soon as possible to the bank and the Deputy Clerk.

11. Problems with merchants relating to unsatisfactorygoods, late delivery, changes from quoted process, etc. shall not be considered disputed items and shall be settled directly with the vendor by the buyer. In the event the goods are to be returned to the supplier, the cardholder shall request a Return Confirmation Number from the supplier along with return instructions and forward the goods back to the supplier in accordance with these instructions. All credits must be processed against the purchasing card; under no circumstances shall a cash refund be permitted.

Billing and Statements

12. Purchases made on the purchasing card shall be the liability of the Town of Oxford. Upon receipt of a monthly bill, the Deputy Clerk will ensure payment is affected promptly to avoid financing charges. Individual card statements detailing purchasing activity during a billing cycle will be reconciled by the cardholder in a timely manner and returned to Deputy Clerk.

Reconciliations

I 3. In order to keep a record of the purchases on the card and perform proper statement verification, the cardholder will maintain a transaction record or log. This record will assist in the verification of the monthly card statement. It is possible that all card transactions may not appear on the statement due to timing differences. In these cases, the cardholder shall make a note of this to ensure the transaction is carried forward to the next month's transactions for verification against the following month's statement. Missing credits shall be addressed directly with the vendor.

14. In order to verify the monthly card statement, the cardholder shall keep a copy of the transaction records. A transaction log may be used for this purpose and is a good way to record items such as registrations for which the buyer does not receive a transaction record at all times. The following information shall be provided on the transaction log:
    a) Cardholder Name
    b) Cardholder signature verifying accuracy and accepting responsibility
    c) Purchase Date
    d) Vendor Name
    e) Description of goods purchased - project, process or equipment
    f) Total amount of invoice
    g) GST amount
    h) Budgeted Account to be allocated
    i) Manager's signature of authorization

    If purchases appear on the transaction log and not on the corresponding statement, the cardholder shall document these purchases on another log to be used for the following month and cross them off the current month's log.

Card Issuance

15. Cards shall be issued in the name of the Town of Oxford and the individual designated by the CAO. Individuals wishing to be appointed card shall apply to the CAO (see Appendix 5). The CAO shall be responsible to ensure that the individual is familiar with the guidelines for the use of this card as outlined in this document. Cardholders should be fully trained on the responsibilities associated with the purchasing cards, including telephone, fax and internet

purchases, as well as the repercussions if they abuse the card. Upon receipt of the card, the cardholder shall be required to sign a Cardholder Agreement, as set out in Appendix ***4.***

Card Cancellation

16. Purchasing cards will be cancelled when the cardholder no longer holds a position approved for a card, no longer requires the card, the card is lost or stolen or when the cardholder has terminated employment with the Town of Oxford. The card may also be cancelled if it is not used in accordance with the guidelines outlined in this document. Any card can be cancelled at any time by the CAO or the cardholder's manager.

17. A written request from the cardholder's manager shall be forwarded to the CAO with the name of the cardholder and the reason for cancellation. The Deputy Clerk shall contact the bank and shall confirm the cancellation. It shall be the responsibility of the manager to ensure that terminated employee's cards are cancelled immediately upon termination from the Town of Oxford. It shall also be the manager's responsibility to ensure that cancelled purchasing cards are returned to the CAO for destruction.

Lost or Stolen Cards

18. All purchasing cards shall remain the property of the Town of Oxford and must be protected in the same way as a personal purchasing card. Should the card be lost or stolen, it shall be the cardholder's responsibility to report the event immediately to the bank and to the CAO. If the cardholder requires assistance with statements, disputed items or other issues, they may contact the Deputy Clerk

Roles and Responsibilities

19. *CAO or designate shall be responsible to:*
    a) Administer and audit the purchasing card program
    b) Maintain a master list for all cards
    c) Maintain all original cardholder agreements
    d) Ensure monthly billings are paid in a timely fashion
    e) Ensure cardholders are completing statement reconciliations accurately
    f) Offer training and support to cardholders when issues occur during the process
    g) Monitor employee activities, print reports, and adjust spending levels
    h) Perform random audits of purchasing card transactions
    i) Track historical data to monitor program performance and ensure cost control targets are reached
    j) Overall administration of purchasing card program

20. *Cardholder shall be responsible for:*

- a) The security of their card and should not share the purchasing card or the card number with other individuals
- b) The use of the card in accordance with the guidelines outlined in this document and other related policies and procedures
- c) Confirm budget allocation for items being purchased;
- d) Keep supporting documents (e.g. cash register and purchase card receipts, vendor notices, packing slips, etc.) related to all purchases made with the card for reconciliation
- e) Maintain a log of transactions for statement verification and providing expenditure details
- f) Submit all supporting documents and a reconciled statement to the Finance Department within one **week** of receipt of the statement
- g) Contacting the supplier if there are any problems with the order received and address disputes for a resolution
- h) Ensure all returns are credited to the statement
- i) Reporting lost or stolen cards to the bank and the CAO
- j) Returning the card when requested to do so

2022 / 2023 Boards and Committees

APPROVED - October 17, 2022

Revised - November 21, 2022, December 20, 2022, January 17, 2023, March 20, 2023, April 17

Boards		Black	Canning	Colborne	Henley	Jones	MacDonald	McNutt
All Saints Community Health Care Foundation	**Public Appointee (vacant)**							
Cumberland Joint Services Management Authority - (CJSMA)	Mayor Henley				1			
Cumberland Regional Library Board	Councillor Black	1						
Municipal Alcohol Program Board (MAP)	Councillor Black	1						
Police Advisory Board	Deputy Mayor MacDonald, Councillor Colborne, Myra Thiemann (public appointee), Mike Masters (public appointee), Thomas Shears - DOJ Representative			1			1	
Police Services Review	Mayor Henley, Councillor Colborne, David Hoffman, Thomas Shears, Carla Black	1		1	1			
Committees - Internal								
Accessibility Committee	Councillor MacDonald, Josephine MacDonald (Chair), Tracy Briggs, Mandy Blake (Vice Chair), Brenda MacDonald, Meagan Marchant and Kiersten Hiltz						1	
Arena Association Committee	Jordan Burkhardt (President), Graham Wood (Vice President), Robert Moores (Secretary), Paula Rogers (Treasurer), Russell Thompson, Patrick Rushton, Kristen Thompson, Shannon Hanna, Murray Thompson and Councillor Paul Jones.					1		
Audit Committee	Councillor Jones, Deputy Mayor MacDonald, Councillor McNutt, **Josephine MacDonald**					1	1	1
Personnel Committee	Mayor Henley, Councillor Black, and Councillor Jones (Chair)	1			1	1		
Public Works Committee	Councillor Colborne, Councillor Black, Councillor Jones (Chair)	1		1		1		
Recreation Commission	Councillor McNutt (Chair), Councillor Canning, Jimmy Ward (MPAL), Kelsey Clark, Carrigan Guthro, Millisa Ellis, Elaine Mazur, Kristen Thompson, Megan Baker, Connor Patriquin, and Sarah Henley		1					1
Road Trails Act Review Committee	**Councillor McNutt, Councillor Jones, and Councillor Canning**		1	1		1		
Town Buildings Committee	Mayor Henley, Councilor Colborne, Councilor Jones (Chair)			1	1	1		
Welcoming Committee	Deputy Mayor MacDonald, Councillor Black, Helen Reade, Catherine Mundle, Michelle Cann, Sarah Henley, Ron Furlong, Jodi Getson, Ksenia Sabouloua	1					1	
Committees - External								
Cumberland Central Landfill Community Liaison Committee	Councillor McNutt							1
Cumberland Health Stakeholders	Mayor Henley				1			
Intermunicipal Poverty Reduction Advisory Committee	Councillor Black, **Carrigan Guthro (Public Appointee)**, Helen Reade (Public Appointee)	1						
Northern Region Solid Waste Management Committee	Councillor McNutt							1
Physician Recruitment Committee	Mayor Henley				1			
Regional Emergency Measures Organization Advisory Committee - (REMO)	Councillor Colborne			1				
Victorian Order of Nurses (VON)	Councillor Colborne			1				
		7	2	7	6	6	4	4

Little River
LRL
Landscaping

Quality work with attention to detail

QUOTE

Jackson's Lawn Care Services
910 Cove Road, Oxford
902 297-2953
jacksonblack@eastlink.ca

DATE: 24/02/2023

EXPIRATION DATE
N/A

TO Oxford Trail Association

SALESPERSON	JOB	PAYMENT TERMS
Jackson Black		30 days from date of invoice

DESCRIPTION	UNIT PRICE	LINE TOTAL
Trail parking an privacy fence		
Float fee		$200
excavation	$100 hr	$1000
10 loads of fill taken out	$100 per load	$1000
10 loads of gravel. 7 class A. 3 granite crusher dust	~$450 per load	$4500
labor		$500
Privacy fence		$1500
	TOTAL	$8,700
		$1,305
	TOTAL W/HST	$10,005

Quotation prepared by: Jackson Black

(Proof of liability insurance and personal workers compensation will be available prior to service starting date)

To accept this quotation, sign here and return: ____

Thank you for your business!

April 17, 2023

Oxford Town Council & Mayor

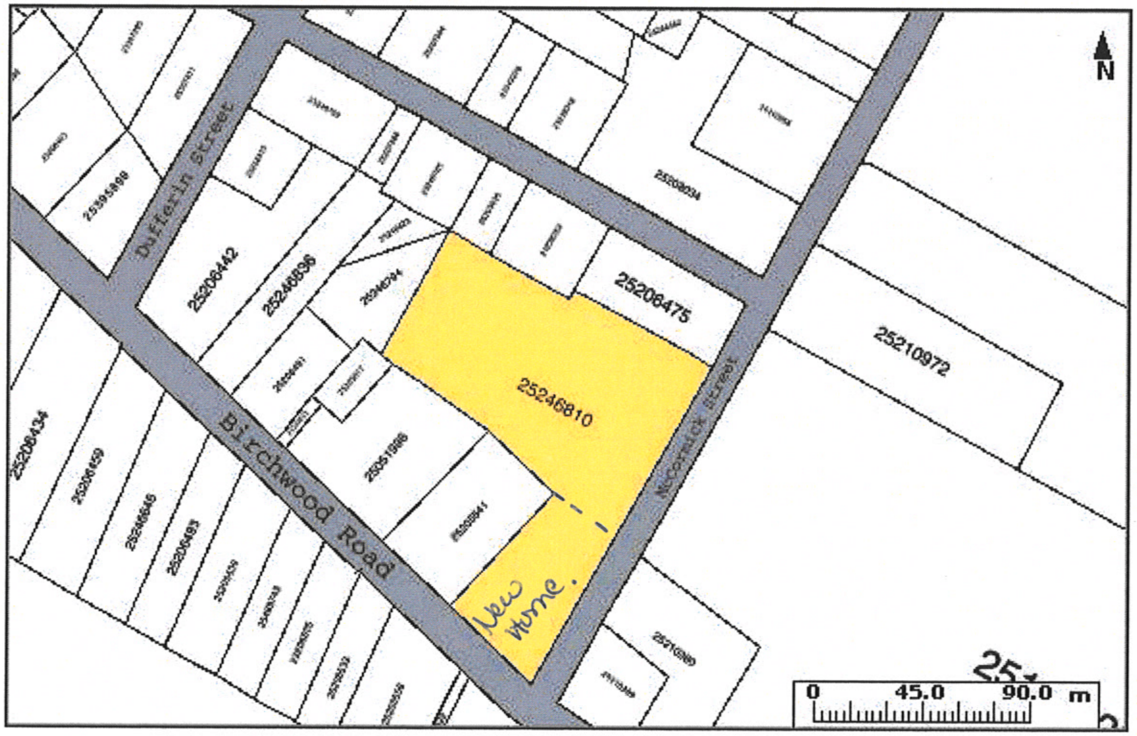
I am requesting for authorization to tie PID # 25246810 (there is one house going in there facing Birchwood Road) into the Town of Oxford's water utility service.

Mervil Rushton

PROPERTY Online NOVA SCOTIA

Property Online Map

Date: **Apr 17, 2023 9:51:37 AM**


N
Dufferin Street
Birchwood Road
McCormick Street
25595469
25206442
25246836
25208475
25210972
25246810
25206434
25206459
25246646
25206483
25051596
25
0 45.0 90.0 m
New Home.

PID: 25246810

County: CUMBERLAND COUNTY

LR Status: LAND REGISTRATION

Owner: MERVIL RUSHTON BUILDING MOVERS (2020) LIMITED

Address: NO 204 HIGHWAY OXFORD

AAN: 03642011

Value: $7,200 (2023 RESIDENTIAL TAXABLE)

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

Property Online version 2.0

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April 17, 2023

Oxford Town Council & Mayor

I am requesting for authorization to tie PID # 25246810 (there is one house going in there facing Birchwood Road) into the Town of Oxford's sewer service.

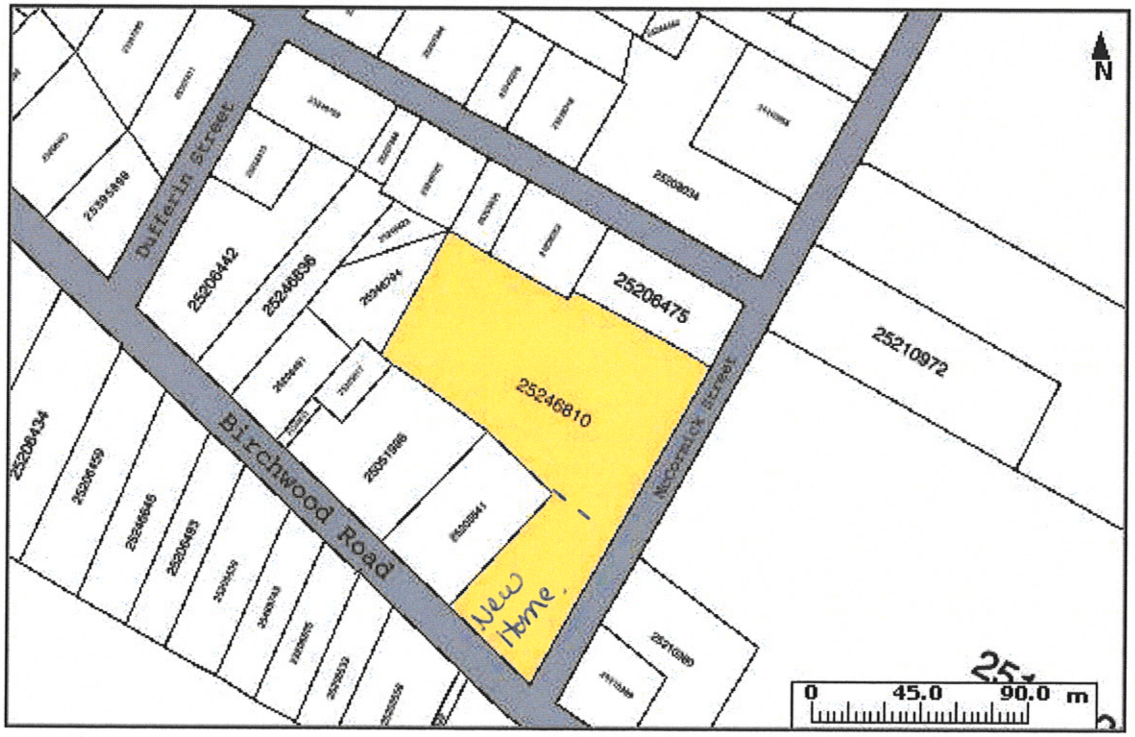
Mervil L Rushton

Mervil Rushton

PROPERTY Online NOVA SCOTIA

Property Online Map

Date: **Apr 17, 2023 9:51:37 AM**


N
Dufferin Street
Birchwood Road
McCormick Street
25206442
25246836
25206475
25246810
25210972
25206434
25206459
25206483
New Home.
0
45.0
90.0 m

PID:	25246810	Owner:	MERVIL RUSHTON BUILDING MOVERS (2020) LIMITED	AAN:	03642011
County:	CUMBERLAND COUNTY	Address:	NO 204 HIGHWAY OXFORD	Value:	$7,200 (2023 RESIDENTIAL TAXABLE)
LR Status:	LAND REGISTRATION				

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

Property Online version 2.0

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From: Mathew Crowe
To: lcloney@oxfordns.ca; Debbie Peterson
Subject: Town of Oxford Resolution- Sunset Avenue Sewer Infrastructure
Date: April 11, 2023 10:48:44 AM
Attachments: image (1).png
2023 02 21 Resolution - Sunset Avenue and Meadow Lane Water and Sewer (1).pdf

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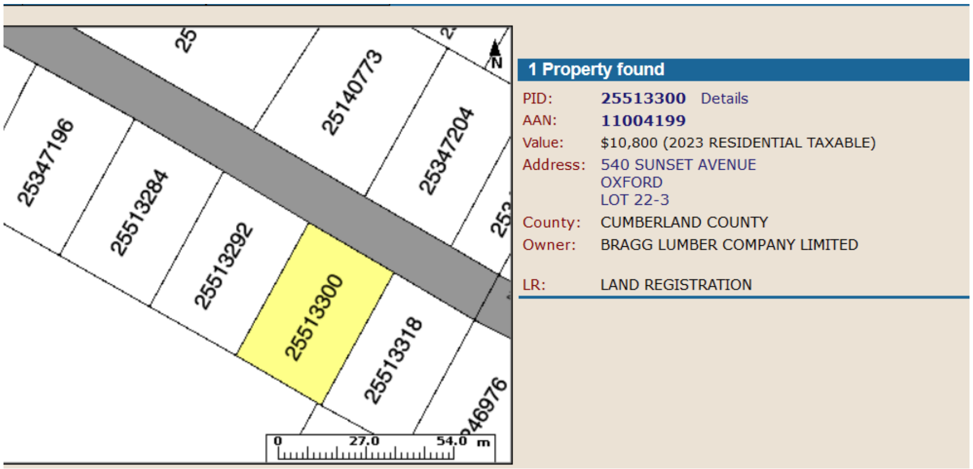
Hello Linda,

We were in the process of filing the documentation the town had sent regarding the Sunset Avenue and Meadow Lane properties sewer infrastructure resolution (pdf copy attached), and it appears we have a wrong PID number on the Sunset resolution. PID 25513330 in the resolution should be 25513300, see below screenshot from Property Online.

Could you look into this, and provide an amended copy if possible?



1 Property found

PID: **25513300** Details
AAN: **11004199**
Value: $10,800 (2023 RESIDENTIAL TAXABLE)
Address: 540 SUNSET AVENUE
OXFORD
LOT 22-3
County: CUMBERLAND COUNTY
Owner: BRAGG LUMBER COMPANY LIMITED
LR: LAND REGISTRATION

Thank you,

Mathew
Mathew Crowe, BBA
Accountant
OXFORD FROZEN FOODS LIMITED
4881 Main Street, PO Box 220, Oxford, NS B0M 1P0
T 902-447-2100 Ext 6125

Please consider the environment before printing this email.

TOWN OF OXFORD
5201 MAIN ST.
P. O. BOX 338
OXFORD, NOVA SCOTIA
B0M 1P0

PHONE: 902-447-2170
FAX: 902-447-2485

Resolution

Therefore, be it resolved

Sewer infrastructure and services on Sunset Avenue

Moved by Councillor Colborne
Seconded By Councillor McNutt

That Council adopt the sewer infrastructure and services on Sunset Avenue regarding PID's 25513284, 25513292, and 25513330.

Motion Carried

THIS IS TO CERTIFY that the foregoing is a true copy of a Resolution duly passed at a duly called meeting of the council of the Town of Oxford held on the 21st day of February A.D., 2023.

Given under the hand of the Clerk and under the corporate seal of the Town of Oxford this 22nd day of February A.D., 2023.

Linda Cloney, Chief Administrative Officer

Date: March 31, 2023 2:27:17 PM

Attn; Greg Henley, Linda Cloney

As of April 1, 2023, until October 1, 2024, the rent for Oxford Library will increase 6.2%, the new monthly rent payment will be $796.00, plus HST, bringing the total amount to $915.98. If during this time, the building sells, that the contract will remain to the end of the agreed upon term.

Thank you,

Al Henley & Kyle Marchant
Paperweight Fitness

NOVA SCOTIA
Municipal Affairs and Housing
Municipal Affairs

Floor 8 North, Maritime Centre
1505 Barrington Street
PO Box 216
Halifax, NS Canada B3J 2M4
novascotia.ca

Sustainable Services Growth Fund (SSGF)
Agreement Form (Terms and Conditions)

Proponent:	Town of Oxford
Approved Funding:	$275,151
Project End Date:	March 31, 2025

Funding approval for the above noted program is subject to the acceptance of the following Terms and Conditions. The Municipality agree to:

1) Carry out the provision of the project(s) as described in the approval documentation without any material changes.
2) Use the grant funds for the purpose of carrying out the project(s) as specified by Schedule A – Eligible Projects and Schedule B – Eligible & Ineligible Expenditures.
3) Notify and seek approval from Municipal Affairs and Housing (DMAH) in writing of any significant changes in circumstances that may affect the project(s) timelines.
4) Be responsible for any cost over-runs incurred in carrying out the project(s).
5) Complete project(s) by the Project End Date unless otherwise agreed to in writing.
6) To complete a Request for Amendment at least one month prior to the Project End Date should an extension be needed.
7) Follow the intent of the Nova Scotia Government Procurement Policy in awarding contracts.
8) Submit a Program Closeout Report for approval within 60 days after the project(s) completion date(s) or the Project End Date.
9) Refund any unexpended portion of the Grant and any amounts expended for purposes other than for those specified in Terms and Conditions to the Government of Nova Scotia.
10) Maintain proper and accurate accounts and records in respect of all related expenditures for at least six (6) years after completion of project(s) and, upon reasonable notice, make them available to Nova Scotia.
11) Record separately and distinctly any SSGF amounts, including any interest earned thereon.

Please return a scan of signed Agreement form to the following program email:
SSGF@novascotia.ca

Name of Signing Authority	
Title	
Phone	
Email	

Signature____________________________ Date______________________________

Approval Information

General Conditions and Requirements

Proponents undertaking project(s) with financial assistance through SSGF shall comply with the following general conditions and requirements:

- Funding cannot be applied against costs related to work carried out in violation of conditions set by regulatory authorities.
- Proponents may be required to submit general progress and evaluation reports during the project(s) and will be required to co-operate with DMAH staff in monitoring the implementation.
- The project(s) are considered complete upon approval of the Program Closeout Report.

Program Closeout Report

The Program Closeout Report must include the following:

- Description of all projects funded.
- Confirmation of achieved project(s) outcomes.
- Statement of Funding Expenditures (template to be provided).

SCHEDULE A – Eligible Projects

Projects must demonstrate direct impact to support Nova Scotia's growing population by investing in the following project categories:

Municipal Services – renewing, increasing capacity or creating services for:

a. Housing development
b. Seniors and long-term care
c. Accessibility
d. Active transportation

Some examples of eligible projects include:

- Expansion or renewal of water and wastewater treatment, storage and distribution systems
- Solid waste management infrastructure
- Active transportation trails and sidewalks
- Accessibility retrofits to municipal buildings

SCHEDULE B – Eligible & Ineligible Expenditures

Eligible Expenditures include:

- Expenditures associated with planning, designing, constructing, or renovating a tangible capital asset, as defined by generally accepted accounting principles; and
- Municipal contributions towards expenditures related to other cost shared projects which satisfy the terms of SSGF.

Ineligible Expenditures include:

- Expenditures incurred before April 1, 2023;
- Expenditures incurred after the Project End Date;
- Cost of leasing of equipment, overhead costs, salaries and other employment benefits of any employees of the Municipality, the direct or indirect operating or administrative costs of the Municipality;

- Taxes for which the Municipality is eligible for a tax rebate and all other costs eligible for rebates or recoveries;
- Purchase of land or any interest therein, and related costs;
- Legal fees; and,
- Routine repair, maintenance, and operating costs.

Wild Blueberry Capital of Canada

OXFORD

ENJOY OUR RIVERS
EXPLORE OUR TRAILS

OxfordNS.ca

INCORPORATED 1904

DILLON
CONSULTING

137 Chain Lake Drive
Suite 100
Halifax, Nova Scotia
Canada
B3S 1B3
Telephone
902.450.4000
Fax
902.450.2008

March 31, 2023

Town of Oxford
168 Water Street
P.O. Box 670
Oxford, Nova Scotia
B0T 1W0

Attention: Linda Cloney
CAO

Engineering Services Proposal – System Assessment Report

Dillon Consulting Limited (Dillon) is pleased to submit the following proposal as requested by the Town of Oxford (Town) to provide engineering for the competition of a System Assessment Report (SAR) for the Oxford Water Treatment Plant and distribution system. This work will be completed in accordance with the requirements outlined by the Nova Scotia Environment (NSE) Terms of Reference for System Assessment Reports for Municipal Drinking Water Systems. The SAR shall include a review and documentation of the following:

- McElmon Brook well field, containing four wells;
- Gas Chlorination Building in Leichester;
- Supply Balancing Tank;
- Transmission main;
- Chlorine Booster station; and
- Distribution and additional storage.

This letter outlines our understanding of the SAR requirements, work plan, schedule and fee to complete the SAR.

Scope and Methodology

The engineering services required for this project are divided into the following components which follow the Nova Scotia Terms of Reference for System Assessment Reports for Municipal Drinking Water Systems:

Part I: **Review Background Information**

Dillon will require the following information either at the project kick-off meeting or within two weeks following the meeting. Once this information is provided, the project team will familiarize themselves with the water utility operations and relevant information that will be critical in preparing the water assessment report. Following the background information review Dillon will coordinate a site visit with the Town to observe the components of the water system.

Part II: Source Water Characterization

Using the information gathered from the Town and site visit, Dillon will characterize the quality and quantity of the source water. The available water yield will be compared to Town's consumption demands, based on the areas serviced by the Oxford Water Utility. The water quality and microbial risks will be summarized based on source water analytical data, including total coliforms, E. coli, Cryptosporidium and Giardia, if applicable; and threshold limits of parameters identified in the Guidelines for Canadian Drinking Water Quality.

Part III: Treatment Processes, Storage Facility and Equipment **Evaluation**

Dillon will review the existing system, assess the water treatment plants' performance and evaluate areas of elevated risk. This will be completed by:

- Developing a treatment process schematic for the system;
- Assessment of turbidity levels and other regulated parameters; and
- Assessment of the disinfection system and overall Log removals achieved.

Dillon will review the distribution and storage system to assess whether the water quality is being maintained throughout the distribution system. Dillon will identify contaminants from the 2023 calendar year water quality data that may pose potential threats, and the functionality of monitors and sensors to ensure they are in good working order and reading in the appropriate time intervals.

The contaminants and potential threats that will be examined include, but are not limited to:

- Chlorine residuals;
- Total coliforms and E. coli;
- Cryptosporidium and Giardia, if applicable;

- Turbidity;
- Review of Cross Connection control report;
- Age of infrastructure;
- History of watermain breaks; and
- Leak detection capabilities

If any of the above are found to increase the risk to the water distribution system, recommendations will be provided in the system assessment reports to mitigate these risks.

Part IV: Operations, Maintenance, Monitoring and Management Evaluation

Dillon will confirm that the Operations manuals are up to date and valid and that they meet the minimum requirements of NSE including standard operating procedures, emergency notification procedures and contingency plans. To supplement this information, during our site visit, we will confirm that the manuals are available on site (or in an approved alternate location) and verify that operations and maintenance staff are familiar with the manuals and their contents. The procedures that the operators follow will also be reviewed during the site visit by speaking with operators and touring the water utility with them. This will be done to identify procedures surrounding the treatment and distribution system operations that deviate from the operations manual and recommend approaches that address any potential gaps.

Similar to the operations and maintenance manuals, Dillon will review the monitoring program to confirm that it meets the requirements within *the Nova Scotia Treatment Standards for Municipal Drinking Water Systems* and *A Guide to Assist Nova Scotia Municipal Water Works Prepare Annual Sampling Plans*.

While on-site with the water utility operators, Dillon will confirm how many certified operators are employed to run the day-to-day operations. We will also identify how many backup personnel are available should the primary operators be unavailable at any given time. Dillon will also review any documents for system management provided; these may include but are not limited to, a strategic plan, management plan, due diligence program, etc., as applicable. This will be discussed with the manager(s) who are ultimately in charge of the operation of the water utility.

Part V: **Reporting**

Once the background data review, site visit and evaluations are completed, Dillon will prepare a report that will summarize the conclusions and identify recommendations necessary to allow the water utility to meet the *Nova Scotia Treatment Standards for Municipal Drinking Water Systems*. As an appendix to the report, Dillon will attach a System Assessment Report Terms of Reference Checklist to indicate that applicable requirements have been met and indicate where they can be found within the report.

Project Team

Katherine MacCaull, P. Eng will be the Project Manager for this work. Katherine is a Professional Engineer specializing in water and wastewater treatment and has recently been involved with a number of similar projects throughout NS and Canada:

- Drinking water system assessments for federal sites;
- Assessment of municipal water and wastewater systems in Nova Scotia; and
- Upgrades and design of WTPs in Nova Scotia and Nunavut.

She is well versed in the Guidelines for Canadian Drinking Water Quality, Nova Scotia Treatment Standards, regional guidelines as it relates to water supplies, as well as the Nova Scotia regulations related to SARs.

Eric Bell, P. Eng., is a Professional Engineer with 23 years of experience in the design and operation of water treatment systems and will lead the technical evaluations. He has previously guided Dillon's water treatment team in the completion of SARs for seven other communities in Nova Scotia.

Dave McKenna, P.Eng., M.Eng., will provide senior review. Dave is the Leader of Dillon's water/wastewater engineering group and has almost three decades of water treatment process experience across Canada and internationally.

Dillon will utilize junior staff from our pool of engineers as needed to complete the work.

Schedule

We recommended the following schedule for the completion of the SAR.

Table 1: Project Schedule

Task	Date
Kick-off Meeting (virtual) / Contract Sign Back	April 7
Document retrieval from the Town of Oxford and site visit prep	April 7 - 21
Site Visit	Week of April 24
Draft report	May 15
Draft report comments from the Town of Oxford	May 29
Final Report	June 5

Dillon recommends providing a conservative SAR submission date of June 15, 2023, to NSE to provide time should there be an unforeseen delay in the execution of the project.

Fees

Dillon will complete the above-noted scope of work for a lump sum fee of $13,800, excluding applicable taxes. Dillon will invoice monthly based on a percent of project progress.

Assumptions

Our proposal is based on the following assumptions:

- The schedule assumes that the requested work for the source water protection plan will not affect the schedule for the SAR project. Should a complete source water protection plan not be completed to meet the SAR project schedule, recommendations will be made accordingly;
- This SAR will be completed with data available in advance of the site visit or within two weeks of the site visit. Dillon has assumed that all data compilation will be completed by the Town;
- The kick-off meeting will be virtual; and
- Our proposal does not include preparation of operations manuals, or modifications/edits to existing manuals and documentation.

Closing

Dillon's policies require written authorization to proceed prior to commencing work. Please review the attached Agreement for Professional Services, and Terms of Engagement. To acknowledge that you have read, understood and accept these terms that apply to our services and to provide written authorization to proceed, please sign and return one copy of this full document including the Agreement for Professional Services, and Terms of Engagement, to the undersigned.

We trust this proposal is sufficient for your purposes at this time, and we again thank the Town of Oxford for the opportunity to work with you on this assignment. If you have any questions, please feel free to contact the undersigned at kmaccaull@dillon.ca

Sincerely,

DILLON CONSULTING LIMITED

Kathie McCall

Katherine MacCaull, P.Eng.
Project Manager

EAB:tdk
Attachment: Agreement for Professional Services; and
Dillon Consulting Limited Terms of Engagement.

Commercial Confidentiality Statement
This document contains trade secrets or scientific, technical, commercial, financial and labour or employee relations information which is considered to be confidential to Dillon Consulting Limited (“Dillon”). Dillon does not consent to the disclosure of this information to any third party or person not in your employ. Additionally, you should not disclose such confidential information to anyone in your organization except on a “need-to-know” basis and after such individual has agreed to maintain the confidentiality of the information and with the understanding that you remain responsible for the maintenance of such confidentiality by people within your organization. If the head or any other party within any government institution intends to disclose this information, or any part thereof, then Dillon requires that it first be notified of that intention. Such notice should be addressed to: Dillon Consulting Limited, 235 Yorkland Boulevard, Suite 800, Toronto, Ontario M2J 4Y8, Attention: Legal Department.

Appendix A

Agreement for Professional Services; and Dillon Standard Terms of Engagement

AGREEMENT FOR PROFESSIONAL SERVICES

1. This Agreement for Professional Services (this "Agreement") is between DILLON CONSULTING LIMITED ("Dillon") and ____ (*insert full legal name)* (the "Client).

2. The Client is a: (*Please check the appropriate box and provide the requested information*)

   ☐ Corporation incorporated under the laws of ________________________ (*insert jurisdiction of incorporation*);
   ☐ Partnership having the following general partners ______________________________________ (*list all general partners*);
   ☐ Sole Proprietorship; or
   ☐ Other (please specify) ____.

3. The Client acknowledges that it has read, understood and accepts the following attachments which form part of this Agreement:
   A. Terms of Engagement (dated December 21, 2015).
   B. Offer of Services Letter from Dillon (dated: March 31, 2023).
   C. Other:
      i) NONE
      ii) ____
      iii) ____

4. The Client agrees to the following additions or amendments to the attached Terms of Engagement:
   A. The laws of Nova Scotia shall govern all matters arising out of this agreement and the venue for any related litigation will be Halifax.

5. The Client:
   A. Authorizes Dillon to proceed with the work described in the Offer of Services Letter;
   B. Acknowledges that it has had the opportunity to read, discuss and negotiate the attached Terms of Engagement prior to executing this Agreement;
   C. Agrees to be bound by and comply with the provisions of this Agreement, the attached Terms of Engagement and Offer of Services Letter, and any other attachments to this Agreement;
   D. Agrees that the signing of a facsimile copy or portable document format (PDF) copy of this Agreement and any amendments thereto shall have the same effect as the signing of an original; and
   E. Agrees that the retention of an electronic version of this agreement is permitted and that the subsequent production of an electronic version of this document shall be treated as if it was the production of an original signed copy.

DILLON CONSULTING LIMITED:	THE CLIENT:
	______________________________
Per: ____________________	Per: ____________________
I/We have authority to bind Dillon.	I/We have authority to bind the Client.
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________
Per: ____________________	Per: ____________________
I/We have authority to bind Dillon.	I/We have authority to bind the Client.
Name: ____________________	Name: ____________________
Title: ____________________	Title: ____________________
Date: ____________________	Date: ____________________

DILLON CONSULTING LIMITED - TERMS OF ENGAGEMENT

These terms of engagement govern the services to be provided by Dillon Consulting Limited ("Dillon") to the Client and constitute part of the agreement for services between Dillon and the Client (the "Agreement"). By accepting Dillon's offer of services, the Client agrees to be bound by and comply with these terms of engagement.

1. Warranty

1.1 Dillon warrants that it will perform its services with the standard of due care and diligence usually practised by the consulting profession, at the time that the services are rendered. The Client acknowledges and agrees that all other warranties, representations or remedies, express or implied, except the warranty for loss of the work required under Section 2118 of the Civil Code of Quebec are excluded and the Client agrees to waive any right, remedy or cause of action it may have with respect to such warranties, representations or remedies. In addition, the Client agrees to defend and indemnify Dillon from all other liability, including but not limited to liability for direct, incidental or consequential damages arising in connection with Dillon's actions, whether such liability arises in contract, tort or otherwise.

2. Limitation of Liability

2.1 Dillon's liability to the Client and all claimants not party to this agreement shall be limited to injury or loss caused by negligence of Dillon and/or sub-consultants for which it is responsible. The total amount of Dillon's liability for said negligence shall not exceed the lesser of $50,000.00 or Dillon's fees for this project in total for all claims, costs and expenses and the Client hereby waives all claims in excess of this amount howsoever arising including any claim for contribution and indemnity which the Client may have against Dillon. The Client irrevocably and unconditionally agrees to defend, indemnify and hold Dillon harmless from all claims and expenses associated therewith resulting from claims brought by other parties in excess of the aforesaid limit.

2.2 Increased liability limits may be negotiated prior to the commencement of services by Dillon upon the prior written request of the Client, the payment of an additional fee as determined by Dillon, and the prior written agreement of Dillon.

3. Confidentiality

3.1 Documents prepared by Dillon and provided to the Client (the "Dillon Documents"), such as proposal documentation, reports and any documentation containing professional advice, are intended exclusively for the purposes, project and site locations outlined in those documents. The information contained in any Dillon Document may not be appropriate for other uses by the Client or for use by third parties and any such use or reuse is at the sole risk of the user.

3.2 Certain Dillon Documents contain confidential information which is the intellectual property of Dillon and which is provided to the Client solely for the purposes outlined in the document. The Client shall not provide any such confidential information to any other person, or use the information in a manner other than prescribed in the Dillon Document or Documents without the prior written consent of Dillon.

4. Provision of Relevant Information

4.1 The Client shall provide Dillon with all relevant information of which the Client is aware and which may be required by Dillon to perform its services for the Client. Without limiting the generality of the foregoing, if the Client has knowledge of or suspects that hazardous materials may exist at any site at which services are to be performed by Dillon, the Client shall provide this information promptly to Dillon in writing.

4.2 Dillon shall not be responsible or liable for any incorrect or inadequate advice, report, recommendation, finding, decision or conduct based either directly or indirectly on inaccurate or inadequate information supplied by the Client.

5. Site Access, Subterranean Structures and Utilities

5.1 The Client shall grant or obtain free and ready access to each project site at which Dillon is to perform services for the Client. The Client shall notify all owners and occupiers of property at the project site that Dillon is to be granted free and ready access to the site.

5.2 Unless otherwise agreed in writing by Dillon and the Client, the Client shall delineate accurately on the Client's property all subterranean structures and utilities. The Client assumes sole and complete responsibility for any damage or injury caused to any person, property, subterranean structures or utilities because of incorrect or inadequate information provided to Dillon and the Client agrees to indemnify, defend and hold Dillon harmless from any claim or liability for injury or loss resulting from such damage or injury.

6. Samples

6.1 Unless otherwise agreed in writing, all samples obtained by Dillon, including soil cores, may be discarded by Dillon within 30 days after submission of Dillon's report to the Client. A mutually agreed storage fee will be charged to the Client for any samples stored longer than this 30 day period.

6.2 If any of the samples contain substances or constituents that Dillon believes may be hazardous or detrimental to the environment or human health and safety, Dillon may, at the Client's expense, return such samples to the Client or dispose of the samples in a manner deemed appropriate by Dillon.

7. Force Majeure

7.1 Notwithstanding any other provision of the Agreement, Dillon shall not be deemed in breach of the Agreement or liable for any failure or delay in performing any of its obligations under the Agreement, if the failure or delay is caused directly or indirectly by any event or circumstance beyond Dillon's control, including, without limiting the generality of the foregoing, acts of God, government or civil or military authority, inclement weather, fire, flood, labour trouble, failure of transportation, accident, act or omission of the Client or anyone employed or engaged directly or indirectly by the Client, or the discovery of hazardous or potentially hazardous materials or situations at or near the project site.

7.2 Where an event or circumstance of the kind referred to in Clause 7.1 arises, Dillon may, at its option, extend the period of time for completion of the Agreement or terminate the Agreement.

8. Payment

8.1 Unless otherwise stipulated in this agreement for services, the Client shall pay Dillon for its services as follows (applicable taxes are extra):

(a) fees shall be paid on the basis of Dillon's current schedule of standard flat hourly rates;
(b) routine expenses and disbursements (communications, local travel, project office supplies, production of routine documents/drawings, courier/messenger services, standard software/computer costs, and similar items) shall be paid at a standard rate of 8% of fees;
(c) other project-related expenses and disbursements (sub-consultant/sub-contractor charges, travel beyond local area, living expenses when away from home office, advertising costs, testing services, use of specialized equipment or software, approval/permit/licence fees, project specific insurance, production of tender or other non-routine documents, and similar items) shall be paid at cost plus a 5% administration fee;
(d) payment shall be made within thirty days of the date of Dillon's invoice;
(e) interest shall be paid by the Client at an annual rate equivalent to the average bank prime rate plus 4% on all amounts unpaid within 30 days of the date of Dillon's invoice, with payment to be applied first to accrued interest and then to the unpaid principal amount.

9. Independent Professional Services Consultant

9.1 Unless otherwise agreed in writing by Dillon and the Client, it is acknowledged that Dillon is an independent professional services consultant in performing services under this agreement, and accordingly it is further acknowledged that Dillon is an independent contractor.

10. Defects in Service

10.1 The Client shall promptly report to Dillon any defects or suspected defects in Dillon's work or services of which the Client becomes aware, so that Dillon may take measures to minimize the consequences of such defects. Failure by the Client to notify Dillon in a timely manner shall relieve Dillon of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given. No unilateral withholdings, deductions or offsets shall be made from Dillon's compensation for any defects or suspected defects unless Dillon has been found legally liable for such amounts.

11. Suspension of Services

11.1 If the Client fails to make payments when due, or otherwise is in breach of the Agreement, Dillon may suspend performance of services upon five (5) calendar days' notice to the Client. Dillon shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension.

12. Agreement

12.1 These terms of engagement govern the services to be provided by Dillon under the Agreement, shall be amended only by the written agreement of Dillon's authorized representative and the Client, and shall not be altered or supplemented by any other understanding or agreement. The Client waives its right to unilateral resiliation of contract under the Civil Code of Quebec and undertakes not to seek termination of the Agreement during the term of the Agreement.

12.2 The Agreement, of which these terms of engagement form a part, shall be governed by and interpreted in accordance with the laws of the province or territory of jurisdiction named on the Agreement for Professional Services.

12.3 Titles and section headings are for convenience of reference only and shall not be considered in interpreting the text of the terms of engagement.

12.4 If any clause in these terms of engagement is held illegal, invalid or unenforceable in whole or in part, the remaining clauses shall not be impaired and shall remain in full force and effect. All limitations of liability, releases, indemnities and similar provisions shall survive termination of the Agreement for any cause, and shall apply even in the event of the fault, negligence or other liability of Dillon, and shall extend to the officers, directors, employees and agents of Dillon.

Revised December 21, 2015

APR 0 6 2023

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

Dear Mayor and Council,

My name is Michael Collicott, and I am a Grade 12 student attending Springhill Junior Senior High School.

I'm writing to you today to ask permission to hang my graduation banner within my hometown of Oxford.

I believe these banners allow the community to celebrate and be proud of its graduating students, and I would love to be included in this.

I've lived in Oxford and the surrounding area for 15 years, and I would be very appreciative if you allowed me this opportunity to hang my banner with my fellow residents.

Thank you for your consideration.

Respectfully,

Michael Collicott

Michael Collicott
(902) 297 6183
michaelcollicott35@gmail.com

From: Julie Mitchell
To: lcloney@oxfordns.ca
Subject: Grad banners
Date: April 17, 2023 9:41:24 AM

Good morning! I am writing in regards to the Class of 2023 Grad banners. We the parents of the grads would like to ask permission to put the banners up as well as utilize the brackets in place and have the town operations staff put them up.
We have started to fundraise as this is a time sensitive endeavour and a lot of money is needed to make it happen. We hope to have everyone's support in this as it is a great way to show the grads we are proud of all they have accomplished over their school years at OREC.
We all appreciate the consideration in making this happen.

Thanks
Julie Mitchell

Sent from my iPhoneSent from my iPhone

From: Bussey,Michelle
To: lcloney@oxfordns.ca
Subject: Your 2022-2023 NSCC Student Award Recipient Update
Date: April 6, 2023 8:16:18 AM

Dear Linda,

As we near completion of another exciting school year, I am happy to share an update on your student award, and the positive impact it has had this year.

So often, students share how receiving an award toward second semester tuition and fees provides a deep sense of financial relief, the ability to shift their focus back to classes, and a renewed determination. **Your student award is keeping students motivated to reach the finish line.** Thank you for showing students that their community is rooting for their success.

It's my pleasure to share an update on your award recipient(s) here:
https://express.adobe.com/page/ZCeFOUaADAuSq/

Should you have any questions at all about your award, the NSCC Student Awards program, or the work NSCC Foundation is doing, please don't hesitate to reach out.

With gratitude,
Michelle

Michelle Bussey (she/her)
Executive Director
NSCC Foundation and Alumni Relations

Nova Scotia Community College
5685 Leeds Street
Halifax, NS, B3K 2T3
Office: 902-491-3215
Cell: 902-499-1873
Fax: 902-491-4828
@NSCCNews

Twitter: @NSCCFoundation
Facebook: NSCC Foundation

NSCC is located in Mi'kma'ki, the unceded territory and traditional homeland of the Mi'kmaq Nation. Our relationship is based on a series of peace and friendship treaties between the Mi'kmaq Nation and the Crown, dating back to 1725. As Treaty beneficiaries, we recognize that we are all Treaty People.

nscc Foundation