

AGENDA

1. CALL TO ORDER

2. APPROVAL OF THE AGENDA

3. PROCLAMATIONS

- 3.1 International Day of Persons with Disabilities

4. PRESENTATIONS

- 4.1 Annapolis Valley Regional Library – Julia Merritt, CEO

5. APPROVAL OF THE MINUTES

- 5.1 Council Meeting Minutes – September 16, 2024
5.2 In-Camera Meeting Minutes – September 16, 2024
5.3 Special Council Meeting Minutes – October 7, 2024
5.4 In-Camera Meeting Minutes – October 7, 2024
5.5 Special Council Meeting Minutes – November 5, 2024

6. ANYTHING BY CITIZENS

Procedure: A thirty-minute period will be provided for members of the public to address Council regarding questions, concerns and/or ideas. Each person will have a maximum of two minutes to address Council with a second two-minute period provided there is time remaining within the thirty-minute “Anything by Citizens” period.

7. NEW BUSINESS

- 7.1 RFD 048-2024 Award of Design for School Street Waterline – Director of PW
7.2 RFD 053-2024 Community Centre Fire Hall Resolution – CAO
7.3 RFD 046-2024 Appointment List Update – CAO
7.4 RFD 052-2024 Proposed New IDEA Committee – CAO
7.5 RFD 051-2024 Proposed New Joint Police Advisory Board – CAO
7.6 RFD 050-2024 1st Reading Amendment to LUB for Craft Brewery – CAO
7.7 RFD 049-2024 CCBF Municipal Funding Agreement – Director of Finance
7.8 Capital Projects Update for 2024/25 – Director of Finance
7.9 Policing Discussion – Mayor Smith



8. REPORTS

- 8.1 Management Report – CAO
- 8.2 Middleton Fire Department Dispatch Report for September – CAO
- 8.3 Middleton Fire Department Dispatch Report for October – CAO
- 8.4 Accessibility Advisory Committee Sep 10/24 DRAFT Minutes – Mayor Smith
- 8.5 Annapolis County Inter-Municipal Working Group Sep 19/24 DRAFT Minutes – Mayor Smith
- 8.6 Valley REN LOC Oct 2/24 DRAFT Minutes – Mayor Smith
- 8.7 Valley REN LOC Oct 15/24 DRAFT Minutes – Mayor Smith
- 8.8 Police Advisory Board Oct 8/24 DRAFT Minutes – Mayor Smith
- 8.9 Annapolis REMO Advisory Board Oct 10/24 DRAFT Minutes – Deputy Mayor Marshall
- 8.10 IMSA Board Oct 16/24 DRAFT Minutes – Mayor Smith
- 8.11 Planning Advisory Committee Oct 16/24 DRAFT Minutes – Mayor Smith
- 8.12 Mayor’s Report

9. CORRESPONDENCE

- 9.1 Correspondence from the Office of the Prime Minister – Basic Income Guarantee

10. ANYTHING BY MEMBERS

11. ADJOURNMENT



Proclamation

INTERNATIONAL DAY OF PERSONS WITH DISABILITIES DECEMBER 3, 2024

WHEREAS there are over 1 billion people living in the world with some form of disability; and

WHEREAS on March 11, 2010, Canada ratified the UN Convention on the Rights of Persons with Disabilities, with Nova Scotia providing its support; and

WHEREAS in 2022, the theme for the International Day of Persons with Disabilities is “Not All Disabilities are Visible”. Some disabilities, like mental health disorders, chronic pain and fatigue, are invisible – but that does not make them any less devastating to someone’s quality of life.

WHEREAS we all benefit from a society and an economy without barriers to inclusion. When persons with disabilities can participate in all aspects of society, including accessing employment, resources and services, it enriches Canada and its economy; this year, include invisible disabilities in your inclusion initiatives to recognize World Disability; and

THEREFORE, be it resolved that I, **Mayor Gail Smith, on behalf of the Town of Middleton**, do hereby proclaim, December 3, 2024, as "**International Day of Persons with Disabilities**" in Middleton and that as a municipality, we can promote the participation of individuals with disabilities in leadership positions.

Dated at Middleton, Nova Scotia
this 18th day of November 2024.

Gail Smith, Mayor

Annapolis Valley Regional Library

Council Orientation
Fall 2024



AVRL serves a population of just over 110,000 in Annapolis County, Kings County, and the West Hants Regional Municipality.



Eleven branch libraries



Downloadable eBook and audiobooks



Borrow By Mail service



Same Page.

8

 Partner Regions

1,000,000+

 Items to Borrow

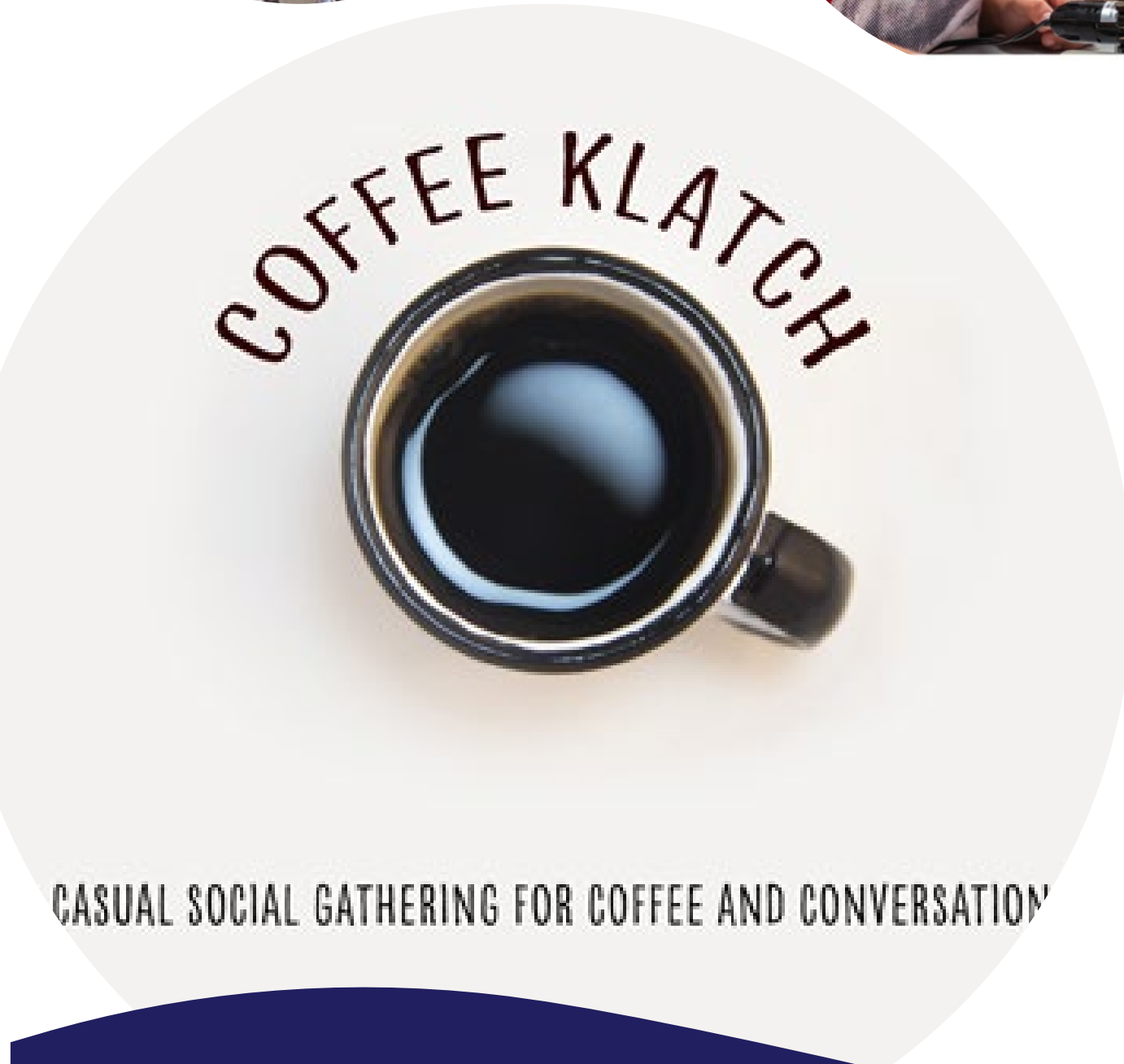
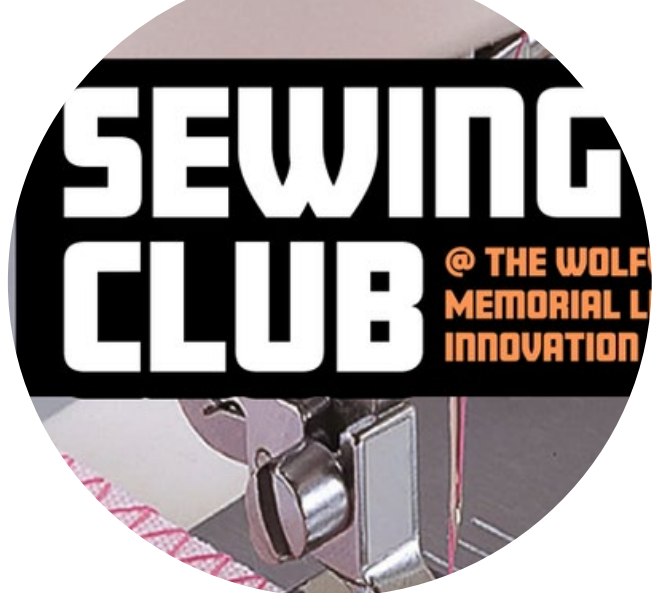
1

 Library Card

- Three week loans for all users
- Three automatic renewals on all items without holds
- No hold or checkout limits
- Digital titles can be borrowed directly from the new catalogue
- For more information about Same Page, visit the website: www.samepagens.ca

Accessibility

- Large Print Books
- Audiobooks
- Downloadable eBooks and Audiobooks
- Centre for Equitable Library Access
- National Network for Equitable Library Service
- Borrow By Mail



www.valleylibrary.ca/calendar

Programs & Events



2023-24 In Review

- Same Page usage grew over 20% - AVRL borrowed over 157,000 items
- Over 4,000 new memberships: 1 in 5 residents in Annapolis Valley is an active user
- Total of 5% increase overall in library usage



NS Library Board Structure

Libraries Act *R.S., c. 254,*
s.1.

MCCTH & NSPL

9 Library Regions

AVRL Board

10 Board Representatives

Annapolis
Royal

Annapolis
County

Middleton

Berwick

Kentville

Wolfville

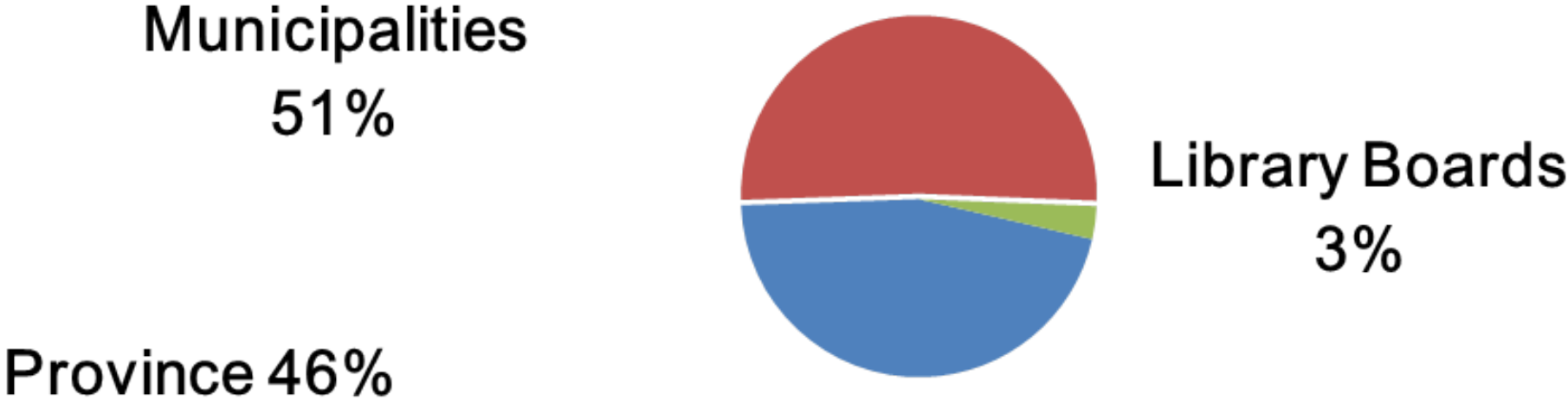
Kings
County

West
Hants

2x
Provincial

Current Model

Total Mandated Investment in
\$35,932,400



Rural Same Page Regions

71%



Provincial

26%



Municipal

3%



Board

Urban Halifax Region

71%



Municipal

26%



Provincial

3%



Board

Annapolis Valley Funding Formula

April 1, 2020 – March 31, 2025

Province	\$	1,919,600
Annapolis County	\$	130,700
Kings County	\$	331,600
West Hants County	\$	134,400
Annapolis Royal	\$	3,400
Middleton	\$	12,300
Berwick	\$	17,400
Kentville	\$	42,800
Wolfville	\$	30,300
Library Board	\$	78,675
Total	\$	2,701,175

Funding Review Update

- Library Funding Review Committee met April – September 2024 to determine recommendations to government for the next funding model
- Committee composed of library CEOs, board members, municipal representatives, and provincial government staff from CCTH and Department of Municipal Affairs and Housing
- Research conducted on salaries, collections, and technology

AVRL Forecast

Successes

- Increasing use by the community
- Greater efficiency through Same Page consortium
- Service improvements like digital accessibility, eliminating supper hour closures

Risks

- Low wages, high staff turnover, gapped positions
- Lack of capacity = 50% less programs, saying no to partnerships
- Deficit budgets to meet labour bargaining



RENEW
YOUR
CURIOSITY

TRANSIT 250
Are you following us?
www.valleylibrary.ca

Thank you!

A regular monthly meeting of Middleton Town Council was held in-person at the Town Hall, via Facebook Live on Monday, September 16, 2024, starting at 7:00 p.m.

PRESENT

Chairing the meeting, Mayor Sylvester Atkinson; Deputy Mayor Gail Smith, Councillors Michael Fairn, Bernadette Knapp, Chad Leblanc, and John Bartlett; Director of Finance, Brigitte Stennett, Director of Recreation and Community Development, Andy Kerr, Director of Public Works, Adam Verran, Chief Administrative Officer, Ashley Crocker; and Recording Secretary, Sara Marceau

Regrets: Councillor Gary Marshall

Also in Attendance: two town residents

1. **CALL TO ORDER**

Mayor Atkinson called the meeting to order at 6:59 pm.

2. **APPROVAL OF THE AGENDA**

240916.01 It was moved and seconded that Council approve the agenda as amended.
Motion carried.

3. **PROCLAMATIONS**

3.1 Right to Know Week

Mayor Atkinson proclaimed September 23-29, 2024, as the Right to Know Week in Middleton.

3.2 National Day for Truth and Reconciliation

Mayor Atkinson proclaimed September 30, 2024, as National Day for Truth and Reconciliation in Middleton.

4. **MINUTES**

4.1 Council Meeting Minutes

240916.02 It was moved and seconded to approve the minutes of July 15, 2024, as circulated. **Motion carried.**

4.2 Special Council Meeting Minutes

240916.03 It was moved and seconded to approve the special council minutes of July 29, 2024, as circulated. **Motion carried.**

4.3 Special Council Meeting Minutes

240916.04 It was moved and seconded to approve the special council minutes of August 6, 2024, as circulated. **Motion carried.**

5. ANYTHING BY CITIZENS

Citizens Sean and Kelly Jacques submitted an email request regarding road maintenance and repair.

CAO Crocker responded, informing them that the issue is on our list for this year. However, as patch paving is required, this project will be handled by an external contractor.

6. NEW BUSINESS

6.1 RFD 045-2024 Appointment List Update

CAO Crocker recommended that Council approve the recommendations as circulated.

240916.05 It was moved and seconded that Council, on recommendation from the CAO, remove Benjamin Croll as Development Officer. **Motion carried.**

240916.06 It was moved and seconded that Council appoint Brigitte Stennett as Town Treasurer. **Motion carried.**

240916.07 It was moved and seconded that Council on recommendation from the CAO and Chair of the Planning Advisory Committee appoint Hilary Campbell as a member of the Planning Advisory Committee. **Motion carried.**

240916.08 It was moved and seconded that Council, on recommendation from the CAO, remove Meg Carroll as Animal Control Officer. **Motion carried.**

240916.09 It was moved and seconded that Council approve the 2024-25 Appointment List, as presented. **Motion carried.**

6.2 2024-2025 Capital Project Update

DOF Stennett gave an overview of the 2024-2025 Capital Project Update as circulated.

7. REPORTS**7.1 Management Report**

CAO Crocker gave an overview of some of the highlights of the Management report that was circulated.

DOF Stennett, DRCD Kerr and DPW Verran gave an overview of the Finance, Recreation and Public Works sections of the Management Report.

7.2 Middleton Fire Department Dispatch Report for July.

CAO Crocker noted that the report has been circulated.

7.3 Middleton Fire Department Dispatch Report for August.

CAO Crocker noted that the report has been circulated.

7.4 Planning Advisory Committee Jul 24/24 DRAFT Minutes

Mayor Atkinson noted that the minutes have been circulated.

7.5 IMSA Board Jul 17/24 DRAFT Minutes

Mayor Atkinson noted that the minutes have been circulated.

7.6 Mayor's Report

Mayor Atkinson noted that the report was circulated to Council members.

8. CORRESPONDENCE**8.1 CCBF Letter to Mayors and Wardens – Correspondence from Minister Lohr****8.2 NSEMO – Correspondence from Minister Lohr****8.3 DOJ Policing Service Recipient Update**

CAO Crocker wanted to ensure that Council is informed about the updates and information received from Minister Lohr.

9. ANYTHING BY MEMBERS

Councillor Fairn offered his departing words as he prepares to step down from his role, having decided not to seek re-election.

10. IN-CAMERA

240916.10 It was moved and seconded to adjourn the meeting and move to in camera at 7:44pm. **Motion carried.**

240916.11 It was moved and seconded to move out of camera at 8:09pm. **Motion carried.**

11. ADJOURNMENT

240916.12 It was moved and seconded to adjourn the meeting at 8:10pm. **Motion carried.**

Mayor

Recording Secretary

UNAPPROVED

A Special Town of Middleton Council Meeting was held at the Town Hall, via Zoom and Facebook Live on Monday, October 7, 2024, starting at 7:00 p.m.

PRESENT

Chairing the meeting, Mayor Sylvester Atkinson; Deputy Mayor Gail Smith, Councillors John Bartlett, Michael Fairn, Bernadette Knapp, Chad Leblanc and Gary Marshall (left at 7:23pm); Chief Administrative Officer, Ashley Crocker and Recording Secretary, Sara Marceau.

Also in attendance: Sandra Fournier, Patricia Leslie, Brenda Boyd, Rev. Jeff Milne and Linda

1. CALL TO ORDER

Mayor Atkinson called the meeting to order at 7:19 p.m.

2. APPROVAL OF THE AGENDA

241007.01: It was moved and seconded to approve the agenda, as circulated. **Motion carried.**

3. PRESENTATIONS

CAO Crocker presented gifts to the Council members to mark the end of their term.

4. NEW BUSINESS

RFD 044-2024 Award of Tender for Reservoir Project Management.

CAO Crocker provided an update on the Reservoir Project Management Tender.

241007.02: It was moved and seconded that Council award the contract for Reservoir Project Management Services to CBCL Limited for the sum of \$374,121 plus HST. **Motion carried.**

5. REPORTS

5.1 Report on Capital Project 23-12

CAO Crocker provided an overview of the Capital Project 23-12. Public Works is recommending that we not proceed with this project.

6. IN-CAMERA

241007.03 It was moved and seconded to adjourn the meeting and move to in camera at 7:26pm. **Motion carried.**

241007.04 It was moved and seconded to move out of camera at 7:48pm. **Motion carried.**

241007.05 It was moved and seconded to increase the CAO's salary from step 6 to step 7.

7. ADJOURNMENT

241007.06 It was moved and seconded to adjourn the meeting at 7:49pm. **Motion carried.**

MAYOR

RECORDING SECRETARY

A Special Town of Middleton Council Meeting was held at the Middleton Fire Hall, on Tuesday, November 5, 2024, starting at 6:00 p.m.

PRESENT

Chairing the meeting, Chief Administrative Officer, Ashley Crocker, Mayor Gail Smith, Councillors Jonathan Archibald, John Bartlett, Sandra Fournier, Bernadette Knapp, Gary Marshall and Dan Smith, Director of Finance Brigitte Stennett, and Recording Secretary, Sara Marceau.

Also in attendance: 21 citizens

1. CALL TO ORDER

CAO Crocker called the meeting to order at 6:00 p.m.

2. NEW BUSINESS

2.1 Swearing In Ceremony

The Mayor and Councillors solemnly affirmed the following Oath of Allegiance and of Office as administered by the CAO/Mayor:

I, (Mayor or Councillor) do swear that I will be faithful and bear true allegiance to His Majesty King Charles, His heirs and successors according to law;

And that I am duly qualified as required by law for the office of Mayor/Councillor of the Town of Middleton;

And that I will truly, faithfully and impartially execute the duties of the office to which I have been elected to the best of my knowledge and ability;

And that I have not received and will not receive any payment or reward of promise thereof for the exercise of any partiality or undue execution of the duties of my office.

2.2 Appointment of Deputy Mayor

Councillor Bartlett nominated Councillor Gary Marshall. Councillor Marshall accepted the nomination.

241105.01 It was moved and seconded to elect Gary Marshall as Deputy Mayor. **Motion carried.**

3. DISCUSSION

3.1 Nova Scotia Federation of Municipalities (NSFM) Conference November 26-29, 2024

- A brief discussion took place regarding which Councillors would be attending the NSFM Conference from November 26-29th:
 - Councillor Bartlett will be attending.
 - Councillor Fournier will be attending.
 - Mayor Smith will be attending.
 - Councillor Smith will provide confirmation after the meeting.

3.2 New Councillor Training – Days/Times

- CAO Crocker proposed scheduling sessions for New Councillor Training. She recommended that CAO Chris McNeill from Annapolis County provide an update on Robert's Rules of Order from 5:00 – 6:00 p.m. on Thursday, November 14th. Additionally, the Town's Planner and Development Officer, Dawn Sutherland, will give an update on the Town's planning from 6:00 – 7:00 p.m., on Thursday, November 14th.
- The following dates and times have been scheduled for New Councillor Training:
 - Thursday Nov 14 – 5:00 - 7:00pm
 - Monday Nov 25 – 6:30 - 8:30pm
 - Thursday Dec 12 – 5:00 - 7:00pm
 - Tuesday Dec 17 – 5:00 - 7:00pm

ACTION: Executive Assistant Marceau to follow up with Jeff Hanshaw in IT to ensure the Town Council group includes all new council members.

3.3 2025 Appointment List

- A brief discussion took place regarding the 2025 Appointment List. CAO Crocker suggested removing the positions of Youth Ambassador and Town Crier from the list, with the option to reinstate them if there is sufficient interest.
- CAO Crocker will contact the CAO of Annapolis Royal to discuss the possibility of utilizing their Town Crier as needed.
- CAO Crocker asked each Councillor about their committee preferences:
 - Councillor Archibald expressed interest in the Police Advisory Board, the Planning Advisory Committee, or serving as an alternate for Valley Ren.
 - Councillor Smith indicated interest in the Planning Advisory Committee and the Audit Committee, if needed.
 - Councillor Fournier expressed interest in the Police Advisory Board and the Community Center/Fire Hall Committee.
 - Councillor Knapp has stepped down from three (3) committees: the Audit Committee, Police Advisory Board and REMO.

- Councillor Fournier has stepped down from the Community Centre/Fire Hall Committee to allow another member of Council to participate.
- The Audit Committee is composed of five (5) Council members and two (2) citizens. CAO Crocker recommended reducing the number of Council members and encouraging greater citizen involvement.
- CAO Crocker stated that the Town of Annapolis Royal, the Town of Middleton, and Annapolis County are interested in creating a combined Accessibility Advisory Committee, which would also serve as an IDEA (Inclusion, Diversity, Equity, and Accessibility) committee. The committee would be county-wide, with 10 members, none of whom would be Council members.
- Councillor Smith suggested that there should be specific representation from all the municipalities.
- The following committees will have the respective Council members:
 - **Planning Advisory Committee:** Councillor Archibald and Councillor Smith
 - **REMO Advisory Committee:** Councillor Smith and Deputy Mayor Marshall
 - **Valley Ren:** Councillor Bartlett and Councillor Archibald (Alternate)
 - **Police Advisory Board:** Councillor Bartlett, Councillor Fournier, and Councillor Archibald
 - **Audit Committee:** Councillor Fournier and Councillor Knapp
 - **Source Water Protection Advisory Committee:** Councillor Fournier and Councillor Knapp
 - **Community Centre/Fire Hall:** Councillor Knapp and Deputy Mayor Marshall
 - **Accessibility Advisory Committee:** Councillor Smith
 - **Annapolis County Inter-Municipal Working Group:** Mayor Smith and Deputy Mayor Marshall
- CAO Crocker noted that new Council members on the Police Advisory Board will be required to undergo a criminal record check.

4. ADJOURNMENT

241105.02 It was moved and seconded to adjourn the meeting at 7:38pm. **Motion carried.**

MAYOR

RECORDING SECRETARY

A Special Town of Middleton Council Meeting was held at the Middleton Fire Hall, on Tuesday, November 5, 2024, starting at 6:00 p.m.

PRESENT

Chairing the meeting, Chief Administrative Officer, Ashley Crocker, Mayor Gail Smith, Councillors Jonathan Archibald, John Bartlett, Sandra Fournier, Bernadette Knapp, Gary Marshall and Dan Smith, Director of Finance Brigitte Stennett, and Recording Secretary, Sara Marceau.

Also in attendance: 21 citizens

1. CALL TO ORDER

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ACTION: Executive Assistant Marceau to follow up with Jeff Hanshaw in IT to ensure the Town Council group includes all new council members.

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 - **Police Advisory Board:** Councillor Bartlett, Councillor Fournier, and Councillor Archibald
 - **Audit Committee:** Councillor Fournier and Councillor Knapp
 - **Source Water Protection Advisory Committee:** Councillor Fournier and Councillor Knapp
 - **Community Centre/Fire Hall:** Councillor Knapp and Deputy Mayor Marshall
 - **Accessibility Advisory Committee:** Councillor Smith
 - **Annapolis County Inter-Municipal Working Group:** Mayor Smith and Deputy Mayor Marshall

- CAO Crocker noted that new Council members on the Police Advisory Board will be required to undergo a criminal record check.

4. ADJOURNMENT

241105.02 It was moved and seconded to adjourn the meeting at 7:38pm. **Motion carried.**

MAYOR

RECORDING SECRETARY

**REQUEST FOR DECISION
Award of Engineering and Design
for School Street Waterline
RFD#: 048-2024**



To: Town Council
From: Adam Verran, Director of Public Works
Date: November 18, 2024
Subject: Award of Engineering and Design for School Street Waterline

Guiding Principles for Decision-Making

Accountability Transportation Diversity Sustainability Engaged Informed

References/Attachments

- CBCL Doc 248405.49 Town of Middleton School Street Watermain_ Rev1
- Capital Project Sheet 22-21

Legislation

- N/A

Recommendation

That Council award the Engineering and Design services for the waterline upgrade on School Street from the intersection of School Street and Main Street to the intersection of School Street and Marshall to CBCL Ltd. for an amount not exceeding \$22,000 plus HST.

That Town Council approve utilizing up to \$35,000 from the Water Utility Depreciation Reserve to fund the Engineering and Design services for the waterline upgrade on School Street.

Background

Over the past two years the Town has had 7 water breaks on the School Street water line. All the valves need replacement. Currently one of the valves at the intersection of Main Street and School Street is broken and cannot be operated. There are sections of the line that should be increased in size to accommodate future development. The design of a new line in this area is the first step in repairing this section of waterline.

REQUEST FOR DECISION
Award of Engineering and Design
for School Street Waterline
RFD#: 048-2024



Financial Implications

This project was approved in the 2024-2025 Capital Budget as project 22-21 for \$35,000. The proposal has come in under budget at \$22,000 + HST. As budgeted, this project will be funded by the Water Utility Depreciation Reserve.

Strategic Plan/Operating Plan Alignment

Check Applicable	Strategic Priority Area	Comments
	Environment	
x	Infrastructure	Design and Update new Infrastructure
	Economy	
	Community	
	Governance	
	Council Strategic Initiative	

Alternatives

N/A

Community Engagement/Communication

N/A

CAO Comments

The CAO supports the recommendation of staff.

CAO Initials: AC

Target Decision Date: 18 November 2024

Project Name: SCHOOL STREET RECONSTRUCTION - REPLACE WATER LINES

Project # 22-21

Department: Water **Unit:** Water **Asset Class** Water Distribution mains

Type of Asset: Replacement **Reason:** End of life asset replacement **Expected Useful Life:** 75 years

Project Description: Replace 450m water distribution lines along School Street. Design in 24/25, tender in 26/27 and construct in 27/28

Need for Project: Waterlines were installed over 50 years ago and there have been several watermain breaks on School Street

Project Funding: Fund from Water Depreciation Reserve

Carry-over Project n/a

Additional Operating Expense n/a

	Total up to	Budgeted for	Total up to	New Spending					Total	Project Total
	3/31/2022	2022/23	3/31/2023	2024/25	2025/26	2026/27	2027/28	2028/29		
Annual Operating Impact:										
Operating Expenses	-	-	-	-	-	-	-	-	-	-
Interest expense	-	-	-	-	-	-	-	-	-	-
Interest expense - interfund	-	-	-	-	-	-	-	-	-	-
Depreciation expense	-	-	-	467	467	467	9,467	9,467	20,333	20,333
Loan principal	-	-	-	-	-	-	-	-	-	-
Loan principal - interfund	-	-	-	-	-	-	-	-	-	-
Total Operating Impact	-	-	-	467	467	467	9,467	9,467	20,333	20,333
Capital Budget:	3/31/2022	2022/23	3/31/2023	2024/25	2025/26	2026/27	2027/28	2028/29	Total	Project Total
Capital cost	-	-	-	35,000	-	-	675,000	-	710,000	710,000
Funding:										
Operating	-	-	-	-	-	-	-	-	-	-
Grants	-	-	-	-	-	-	-	-	-	-
Drawdown Reserves	-	-	-	35,000	-	-	675,000	-	710,000	710,000
Borrow from Reserves	-	-	-	-	-	-	-	-	-	-
Long-term debt	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total funding	-	-	-	35,000	-	-	675,000	-	710,000	710,000

Tasks	CBCL	Design Point	Hatch	
Topographic Survey	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Assist with Tender	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hatch Charging approx \$2,500
Provide an Accurate Estimate for Construction	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design Point Charging Approx \$1,500
Provide IFC drawings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Project Lead Experience	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Familiar	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cost	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	\$21,000	\$18,157	\$19,210	

Some assumptions: if we assume Design Point will charge around \$2500 to assist with tender and that Hatch is going to charge around \$1500 to provide an Accurate Estimate giving us ...

\$21,000	\$20,657	\$20,710
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October 17, 2024

Chief Administrative Officer
Town of Middleton
131 Commercial Street, PO Box 340
Middleton, NS B0S 1P0

Dear Ms. Crocker:

RE: Middleton School Street Watermain Proposal

CBCL Limited (CBCL) will complete the design of watermain replacements and upgrades for Middleton on School Street. The existing watermain on School Street is in poor condition and has experienced watermain breaks in the last year. The Town of Middleton would like to replace the existing 100mm diameter cast iron watermain on School Street between Main Street and Marshall Street with new 200mm diameter pipe, with new valves and hydrants. The watermain design will include development of the watermain design based on the requests by the Town, project meetings to review progress, and detailed design for tendering.

Proposed Scope of Work

Background Review

The proposed scope of work for the Preliminary Design phase of the project includes the following:

- ▶ Review and confirm with the Town of Middleton their requests from our site meeting on August 20th, which included the following:
 - New watermain to be 200mm diameter PVC.
 - New valves to be installed at the intersections of School Street and Main Street/Marshall Street. CBCL will work with the Town to choose suitable locations for the valves at the intersections for future traffic control reasons.
 - New tee to be installed at Church Street intersection with a valve and cap for future watermain connection on Church Street.
 - The scope of work includes reinstatement of disturbed asphalt for the width of the trench with an appropriate mill and overlay. No new curb or sidewalk design is included.
 - Planning for construction in summer of 2025.
- ▶ Review of record drawings and other background information for the watermain to be replaced and surrounding utilities on School Street within the project area between Main Street and Marshall Street. This review will include usage of survey/GIS data of existing sewer systems that was previously completed by CBCL for the Town of Middleton. At this

stage CBCL will be organizing our survey work based on the background information we currently have.

- ▶ CBCL will correspond with the Town upon completion of the background review and confirm if any other information is needed prior to proceeding with detailed design.

Water Modelling – Value-Added Offering (Optional)

As a value-added offering, CBCL can complete water modelling of the watermain upgrade. In the water model CBCL would replace the existing 100mm diameter cast iron watermain on School Street between Main Street and Marshall Street with new 200mm diameter pipe. CBCL will also review alternate watermain sizing and comment on any potential advantages or disadvantages of alternate sizing such as 250mm and 300mm watermain diameters. A brief summary would be provided to the Town to summarize the anticipated resulting changes to available fire flows and any other relevant changes to the water system. The cost of this service is not included in our base scope but can be added for an additional fee, refer to the Commercial Terms section of this proposal.

Detailed Design

The proposed scope of work for the Detailed Design phase of the project includes the following:

- ▶ Completion of topographic survey within the project area on School Street including the intersections and Main Street and Marshall Street. The topographic information will be included in the detailed design drawings.
- ▶ Complete one site visit prior to the 60% review submission to review the existing conditions, meet with the client, and fill in any information gaps we may have about the topography or existing infrastructure. CBCL will coordinate the site visits with other site visits needed for the Middleton Reservoir project to save on travel costs.
- ▶ Complete design drawings including plans, profiles, and details for the new watermain and the existing watermain removals/abandonments, as well as specifications and tender documents. The Opinion of Probable Cost (OPC) of construction will be updated at each submission. These detailed design documents will include the following submissions:
 - Issued for 75% Review & Class C OPC
 - Issued for Tender & Class A OPC
- ▶ Upon completion of each submission, CBCL will meet with the Town of Middleton to review the progress and address any comments and proceed with the next submission.

Figure 1 depicts Middleton’s existing watermain map, the highlighted area represents the watermain upgrades that are anticipated for School Street.

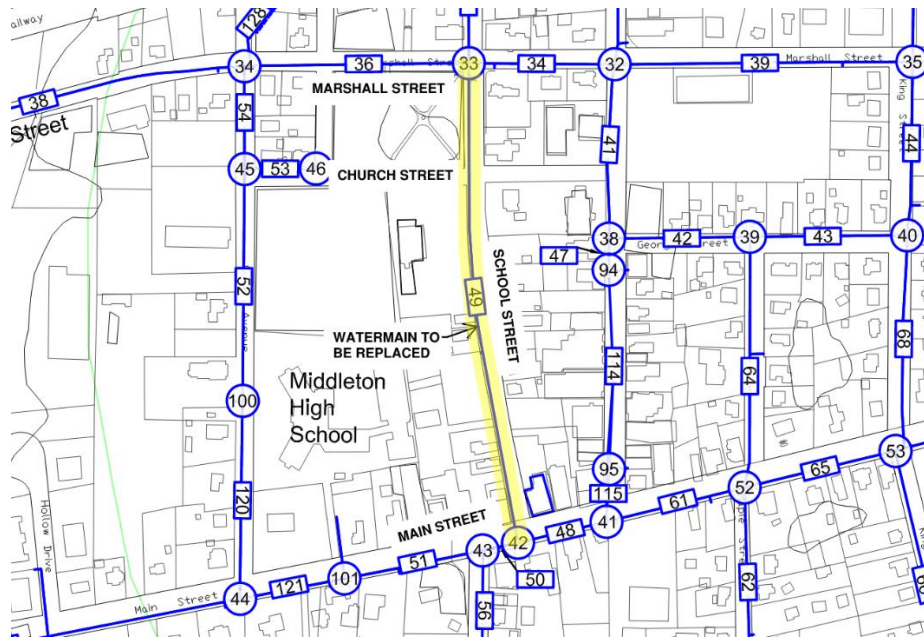


Figure 1: School Street Watermain Replacement

The following is not included in the scope of work and can be negotiated ahead of commencing next phases of the work:

- ▶ Additional site visits (one site visit for engineering and one site visit for topographic survey are included in this scope).
- ▶ Tender Phase and Construction Phase engineering services. For construction inspection we anticipate some significant cost savings for travel time and expenses as we can have our inspector at the reservoir make periodic site visits and only charge the actual hours spent onsite – no travel expenses would be incurred.
- ▶ Additional scope over and above what is listed above.

Deliverables

The list of deliverables and proposed schedule is indicated as follows:

1. **Background Review:** – Complete 2 weeks after approval to proceed.
2. **Detailed Design:**
 - a. **Issued for 75% Review** – 6 weeks after the Background Review.
 - b. **Issued for Tender** – 4 weeks after the 75% review meeting.

Project Team

CBCL's project team has previous experience working on a variety of infrastructure projects involving watermain upgrades in Middleton and municipalities throughout Nova Scotia. Alan Ehrenholz will be the main project contact and project manager; his contact information is as follows:

Alan Ehrenholz

Direct: 902-421-7241

E-Mail: aehrenholz@cbcl.ca

The key project team members are provided below with short bios describing their work experience, detailed resumes are attached.

Alan Ehrenholz, P.Eng. – Project Manager



Alan is a Municipal Engineer and Project Manager in CBCL's Halifax Office and will serve as the project manager and lead design engineer. In this role he will be the point of contact with the Town of Middleton and will coordinate and lead the CBCL design team to meet all project deliverables. Alan has previously worked with Town staff on the Freeman, Queen, and Commercial Street projects.

He joined CBCL in 2019 after graduating from the University of British Columbia with a Bachelor of Applied Science and working in British Columbia. He has more than six years of engineering experience working in municipal, civil, and transportation engineering. Alan has provided engineering design, construction administration, and project management services for a wide variety of infrastructure projects. His project background includes linear infrastructure (sidewalks, trails, roads, highways, railways, stormwater, water distribution, and wastewater), site servicing (residential, institutional, and industrial), as well as port planning, rail design, landfill design, and asset management.

Ryland MacLellan, EIT – Design Support



Ryland joined CBCL in 2024 as Municipal Engineer-in-Training with four years of experience within the Nova Scotia engineering and construction industries. Ryland's experience includes water supply, sanitary sewer, storm water management, roads, site servicing, and QA/QC of construction materials. He has consulting and contracting experience on projects in both the public and private sectors.

Paul Young, P.Eng. – Municipal Engineer – Senior Review



Paul is a Civil Engineer with over ten years of experience in design and construction for municipal engineering services. His areas of expertise include water distribution and modelling, sanitary systems, storm water systems, municipal roads and parking lots. His design experience also includes large-diameter water transmission mains and potable water storage tanks. Paul has helped municipalities and developers complete new site developments and infrastructure upgrades on a variety of projects in residential, commercial, and industrial settings. His experience coordinating with multi-discipline design teams through design and construction has become an asset for both municipal clients and private developers. Before joining CBCL in 2018, Paul worked on the west coast of Canada in consulting engineering.

Paul will provide technical engineering support and senior review for the project. Paul has previous experience completing the Town of Middleton’s water model and reservoir work.

Commercial Terms

We propose to complete this work on a lump sum bases based on the scope of work and assumptions stated in this proposal. If additional effort is required, the fee will be renegotiated. Based on the assumptions presented here our fee estimate including expenses to complete the above tasks is **\$21,000** plus tax. The table below provides a breakdown of fees according to the project tasks.

Task Description	Fees (excl. HST)
Background Review	\$2,000
Detailed Design, Site Visits and Tender Documents	\$19,000
Total CBCL Fees and Expenses (excl. HST)	\$21,000
Water Modelling – Value Added Offering (Optional)	\$1,000
Total CBCL Fees and Expenses (excl. HST) with Value Added	\$22,000

Ashley Crocker, MBA, CPA
October 17, 2024

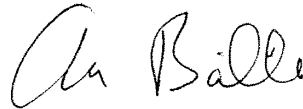
If you have any questions about this proposal, please do not hesitate to contact us at the undersigned.

Yours very truly,

CBCL Limited



Prepared by:
Paul Young, P.Eng.
Municipal Engineer
Direct: 902-421-7241
E-Mail: pyoung@cbcl.ca



Reviewed by:
Aaron Baillie, P.Eng.
Manager, Municipal Engineering

Attachments: A CBCL Limited Standard Terms and Conditions
B Curricula Vitae

Proposal No: 248405.49

This document was prepared for the party indicated herein. The material and information in the document reflects CBCL Limited's opinion and best judgment based on the information available at the time of preparation. Any use of this document or reliance on its content by third parties is the responsibility of the third party. CBCL Limited accepts no responsibility for any damages suffered as a result of third party use of this document.

Attachment A

CBCL Limited Standard Terms and Conditions



SCHEDULE "A"
CBCL Limited ("CBCL") and Client
STANDARD TERMS AND CONDITIONS (NS)

1. **ENTIRE AGREEMENT.** The attached proposal together with this Schedule "A" constitutes the entire agreement between Client and CBCL (this "Agreement"). This Agreement supersedes all prior communications, undertakings and agreements, written or oral made between the parties. Amendments to this Agreement must be in writing, signed by both Client and CBCL.
2. **SCOPE OF WORK.** Upon receipt of notice from Client of a requested change in the scope of the work hereunder, CBCL will promptly notify Client of any estimated impact on the schedule, price or terms of this Agreement resulting from such a change. The parties agree to expeditiously negotiate any such changes to this Agreement and to promptly execute any such agreed upon amendments to this Agreement. Client acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and in no event shall CBCL be bound by any terms or conditions on such purchase order or form regardless of reference to or signature on behalf of CBCL. Client shall endeavor to reference this Agreement on any purchase order (or any other form), but Client's failure to do so shall not operate to modify this Agreement.
3. **SITE INFORMATION AND ACCESS.** Client shall make available to CBCL all relevant information, data and documents under its control regarding past, present and proposed conditions of the work site. The information shall include, but not be limited to, plot plans, topographic survey, hydrologic data and soil and geologic data including borings, field or laboratory tests and written reports. Client shall immediately transmit to CBCL any new or revised information, data or documents that become available. Client shall make all necessary arrangements to ensure ready and uninterrupted work site access for CBCL, its personnel and equipment throughout performance of this Agreement, at no cost to CBCL. Client acknowledges that subsurface conditions may vary from those encountered at the location where borings, surveys or other explorations are made by CBCL and that the data, interpretations and recommendations of CBCL are based solely on such borings, surveys and explorations and on the information provided to it by the Client. CBCL will not be responsible for the interpretation by others of the results of CBCL's borings, surveys or explorations. Similarly, CBCL will not be responsible for the accuracy of Client provided information of any kind nor for the consequences of incorporating such information in the work.
4. **FEES, DISBURSEMENTS AND EXPENSES.** Unless otherwise stated or agreed to in writing by CBCL and the Client, terms of payment for professional services, invoiced expenses, and office disbursements shall be as presented on each invoice submitted by CBCL to the Client. Fees shall be charged at the hourly rates or for the stipulated price specified in the proposal. Fees shall be net of invoiced expenses and office disbursements. Sub-consulting fees shall be subject to a 10% mark-up. Expenses such as hotel, travel, meals and the like shall be charged at cost. Office disbursements such as printing, communication, delivery, internal lab and the like shall be billed at 6% of fees charged.
5. **PERMITS AND UTILITIES.** Client shall obtain all required approvals, permits, licenses and access rights from municipal and other governmental authorities and utilities having jurisdiction over or easements on the work site. The Client shall advise CBCL of the location of all underground utilities and structures at the work site.
6. **TERMS OF PAYMENT.** Unless otherwise stated in the Letter Agreement, invoices will be submitted by CBCL on a period by period basis where a period constitute four (4) weeks (28 days) or, at the option of CBCL upon completion of the services, and will be due and payable on the invoice date. Invoices will be considered past due if not paid within thirty (30) days thereafter (the "overdue date"). Invoices not paid on or before the overdue date shall bear interest at the rate of one and one-half percent (1.5%) per month computed from the overdue date. In addition, any collection fees, legal fees, court costs and other related expenses incurred by CBCL in respect of the collection of delinquent invoice amounts shall be paid by Client.
7. **OWNERSHIP RIGHTS.** All reports, drawings, plans, models, designs, surveys, photographs, specifications, computer files, field data, notes and other documents and instruments produced by CBCL shall be and remain the sole property of CBCL. CBCL shall retain all common law, statutory and other reserved rights therein, including copyright.
8. **LEGAL FEES.** In the event either party makes a claim or commences legal proceedings against the other for any act arising out of the performance or interpretation of this Agreement, including the payment of professional fees, the unsuccessful party shall pay to the prevailing party all reasonable costs incurred by the prevailing party in prosecuting or defending such claim or action, including staff time, court costs, solicitors' fees and other related expenses. In the event of a non-adjudicative settlement of a claim or legal proceedings between the parties or resolution by arbitration, the term "prevailing party" shall be determined by that process.
9. **STANDARD OF CARE.** In the performance of professional services, CBCL will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same or similar localities. CBCL makes no warranties, either expressed or implied, as to its professional services rendered under this Agreement. CBCL will perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the parties.

10. **INSURANCE.** CBCL will maintain professional liability insurance, comprehensive general liability insurance and automotive insurance throughout the term of this Agreement, with the exception of automotive insurance, for a period of at least one year thereafter.
11. **OPINION OF PROBABLE COST.** CBCL shall, where required, prepare an opinion of probable construction cost. This opinion of probable costs is presented on the basis of experience, qualifications, and best judgment. It has been prepared in accordance with acceptable principles and practices. Market trends, non-competitive bidding situations, unforeseen labour and material adjustments and the like are beyond the control of CBCL Limited and as such we cannot warranty or guarantee that actual costs will not vary from the opinion provided.
12. **ENVIRONMENTAL LIABILITY.** Because Client owns and operates the site where work is being performed, Client has and shall retain all responsibility and liability associated with the environmental conditions at the site and shall be solely responsible for the handling and disposal of any bore samples, asbestos, or other toxic or hazardous materials, substances or products (collectively "Hazardous Waste") located on the worksite or generated on the site as a result of CBCL's performance hereunder. Client agrees to indemnify and save harmless CBCL from any claims, damages or liability whatsoever, arising out of the detection, presence, handling, removal or disposal of Hazardous Waste on or about the worksite.
13. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CBCL, its officers, directors and employees or any of them to Client, for any and all claims, losses, costs, demands, damages, including solicitors' fees, expert witness fees and costs of any kind arising under or related to this Agreement or any services provided hereunder, whether based in contract or tort, shall not exceed the total compensation actually paid to CBCL under this Agreement, or the total amount of \$50,000, whichever is less. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the services rendered under this Agreement. CBCL's liability shall be absolutely limited to direct damages arising out of the services provided under this Agreement and CBCL shall not be liable in any way for any consequential or indirect loss, injury or damages of any kind incurred by Client, including but not limited to loss of profits, loss of income or loss of use of property. CBCL shall not be liable for any damages or costs arising out of the failure of any manufactured product or any manufactured or factory assembled system of components to perform in accordance with manufacturer's specifications or product literature or otherwise.
14. **DISPUTES.** Any dispute arising hereunder shall be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: (1) by negotiation between the technical and contractual personnel for each party, (2) by negotiation between executive management of each party, (3) by submission to mediation, (4) by arbitration if both parties agree or (5) litigation in the courts of the Province whose laws govern this Agreement, pursuant to Paragraph 21 hereof.
15. **DELAYS.** Client agrees that CBCL shall not be liable for any damages arising, directly or indirectly, from any delays due to causes beyond CBCL or the Client's reasonable control.
16. **COVID-19.** Client agrees that CBCL shall not be liable for any damages arising, directly or indirectly, from any delays related to the existence or impact of COVID-19 or any variant thereof. If any such delay arises, Client and CBCL will work together to devise and implement work around plans as may be reasonably necessary in the circumstances, which may involve mutually agreed upon adjustments to schedule, scope and compensation.
17. **JOBSITE SAFETY.** Client agrees that the responsibility for site safety and construction means and methods remains with the contractor, not the design professional.
18. **TERMINATION.** CBCL may terminate this Agreement upon at least seven (7) calendar days' notice to Client, in the event that (a) Client fails to perform any of its obligations hereunder, including payment of fees for service, in a timely manner, or (b) the parties fail to promptly reach agreement on the compensation and schedule adjustments necessitated by requested changes to the scope of the work hereunder. In the event of such termination by CBCL, Client shall pay to CBCL, in addition to payment for services rendered hereunder to the time of termination and reimbursable costs, all reasonable expenses of CBCL in connection with the orderly and safe termination of its services.
19. **INCONSISTENCY.** In the event that there is any inconsistency or contradiction between any of the provisions of the Proposal and the provisions of this Schedule "A", then in such case, the provisions of the Proposal shall prevail.
20. **ASSIGNMENT.** Neither Client nor CBCL shall assign its interest in this Agreement without the prior written consent of the other except that CBCL may assign its interest in this Agreement to a related or affiliated company of CBCL without the consent of Client.
21. **GOVERNING LAWS.** This Agreement shall be governed by the laws of, and any legal proceedings arising out of this Agreement shall be brought in a court of competent jurisdiction in, the Province in which the work site is located, if applicable, and otherwise, then by the laws of the Province of Nova Scotia.

Attachment B

Curricula Vitae



Alan EHRENHOLZ
P.ENG., MUNICIPAL ENGINEERING



AREAS OF SPECIALTY

Project Management, Municipal Site Servicing, Linear Infrastructure, Road and Highway Design, Railway Design, Port Terminal Design, Elevated Road Structures, and Cost Estimation.

PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS

Engineers Nova Scotia
Canadian Green Building Council

EDUCATION

2019 Bachelor of Applied Science, Civil Engineering, Environmental Option
University of British Columbia, Vancouver, BC

EXPERIENCE

Alan joined CBCL in 2019. He has over five years of Civil Engineering experience working in Municipal and Transportation engineering. Alan's responsibilities include providing engineering design services for a wide variety of municipal projects, including those linear infrastructure and site development.

Relevant projects that Alan has participated in are as follows:

- SULLIVAN'S POND PHASE 2 (HALIFAX, NS) – Served as Assistant Project Manager and Civil Design Support for the daylighting of a 2700mm CSP culvert, complete with fish passage, public realm improvements, and road re-design. Provided general coordination between disciplines and external consultants, while chairing project management and stakeholder meetings, and participating in public consultation.
- HALIFAX WATER BURNSIDE OPERATIONS CENTRE (HALIFAX, NS) – Served as Civil Design Lead for a new operations centre via an Integrated Project Delivery methodology. Work included site layout, servicing, grading, quantity take offs, and material volume analysis and optimization were conducted as a part of the project. Lead civil, process, and industrial groups, including serving as a Project Implementation Team Captain, and managed coordination with other disciplines. Participated in extensive engagement with Halifax Water staff and stakeholders to integrate their feedback into the site design.
- BLUENOSE DRIVE SALTWATER INTRUSION STUDY AND SEWER LINING (LUNENBURG, NS) – Performed a saltwater intrusion study on the Town of Lunenburg's existing stormwater and wastewater collection system. The results indicated the design of a 150m length of 900mm Cured-in-Place-Pipe, both reinforced and unreinforced designs, along Bluenose Drive. Included preparing and presenting at a public consultation to provide information on the methodology and to collect feedback from stakeholders. Continued to provide tender and construction services for the project, include site observation, shop drawing review, and testing result review.
- MIDDLETON AND BERWICK STREET RENEWAL (MIDDLETON, NS) – Provided design for the renewal of multiple streets within the Towns of Middleton and Berwick. Included wastewater, stormwater, and water service design and renewal, as well as street resurfacing. Design also included a road culvert and sidewalk routing. Developed opinions of probable cost and specifications of tender documents for the client. Developed a report to describe the design and provide opinions of probably cost.
- INDUSTRIAL MUNICIPAL PROJECT ENGINEERING SERVICES (BRIDGEWATER, NS) – Provided design and drafting services for road network, storm water management, water servicing, sanitary servicing, and site grading changes required for an industrial facility. Included conceptual roadway design, including one intersection, and storm water calculations (rational method) as well as subsequent options analysis, detailed design, and construction services. AutoCAD Vehicle Tracking was utilized to determining roadway sizing and design.

- HRM COMPOST DBOOT (HALIFAX, NS) – Provided civil and transportation design for a new regional compost facility. Work included running AutoCAD Vehicle Tracking Analysis and focusing on ensuring passenger vehicle and pedestrian safety on the site. Stormwater and wastewater management, site grading, quantity take offs, and material volume analysis and optimization were conducted as a part of the project. Reviewed geotechnical report to determine subgrade requirements for the building and roadways. Provided stormwater pond sizing and design, access road profile and corridor design, as well as overall site grading plan. Continued to provide construction services including reviewing and responding to site instructions, contemplated change orders, change orders, and shop drawings.
- HPA/PSA RAIL IMPROVEMENT (HALIFAX, NS) – Provided design for rail improvements at the PSA Halifax Terminal (Halterm). Including working with multiple stakeholders to develop numerous rail and terminal layout options in an iterative process to meet the needs of each group. In addition, this included stormwater design, truck circulation, terminal layout, and site grading work. Developed opinions of probable cost for desired options, and justified design decisions to stakeholders and client. Continued by developing detailed design drawings.
- MILL COVE FERRY SERVICES (HALIFAX, NS) – Provided preliminary design and option engineering analysis for a new ferry service from Mill Cove to Downtown Halifax. This included working with a multidisciplinary team to analyze the business case, development, grading, servicing, landscaping, terminal design, road layout, access options including a rail overpass, geotechnical conditions, and marine requirements.
- HIAA GLYCOL COLLECTION SYSTEM ASSESSMENT (HALIFAX, NS) – Performed a condition assessment on the airport’s glycol collection system including visual inspection of pump stations, catch basins, electrical and mechanical components, and CCTV inspection of underground piping. Developed a report identifying deficiencies, assigned condition ratings on assets consistent with Canada Infrastructure Report Card guidelines, and provided recommendations for repairs. Wrote condition assessment report summarizing the findings and recommendations.
- NEW RIVER BEACH STORMWATER MANAGEMENT (NEW RIVER BEACH, NB) – Provided civil engineering concept and detailed design for a provincial park site experiencing erosion control issues from rainfall and coastal waters. Included design of Low Impact Development, stormwater retention, site grading, a buried revetment, and development of the site plan and pipe profiles.
- LUNENBURG WATER AND WASTEWATER SYSTEM SURVEY AND GIS (LUNENBURG, NS) – Provided field coordination services for a complete water and wastewater system survey for the Town of Lunenburg.
- IWK EMERGENCY DEPARTMENT REDEVELOPMENT (HALIFAX, NS) – Provided design and drafting services to complete a draft site plan, including Vehicle Tracking Analysis of numerous civilian an emergency vehicle entrances, for the proposed redevelopment of the IWK Emergency Department. Completed schematic design of the stormwater, wastewater, and water services.
- KINGSWOOD DEVELOPMENT (DARTMOUTH, NS) – Provided design and drafting services for all civil site works for the Kingswood Apartment development. Included providing existing and proposed sanitary sewer analysis and design, SWMM modelling to analyze existing and proposed stormwater conditions, and overall site planning and grading. Oversaw shop drawing review for the project. Developed creative solutions to pipe and catch basin requirements. Provided storm and sanitary design for phase two of the development.
- SOUTH SHORE OPEN DOORS ASSOCIATION (BRIDGEWATER, NS) – Provided project management and site design for an affordable housing development.
- MARITIME PAPER SITE ALTERATIONS (HALIFAX, NS) – Provided project management and site design for a new truck entrance, truck parking, and potential expansion for an industrial facility.
- ANNAPOLIS COUNTY QUEEN STREET RENEWAL (BRIDGETOWN, NS) – Provided project management and storm design for renewing a collapsed storm water pipe.
- SOUTH STREET PARKING GARAGE (HALIFAX, NS) – Provided conceptual level site planning and layout in C3D, including quantity take offs, storm water management, and wastewater capacity assessment.

- HIGH LINER FACILITY (LUNENBURG, NS) – Provided initial site planning and layout in C3D, including quantity take offs for opinion of probable costs, at a conceptual design level. Continued by coordinating legal survey with subconsultant.
- WINDMILL ROAD STORMWATER MANAGEMENT (DARTMOUTH, NS) – Provided civil design for stormwater management infrastructure on a parking lot upgrade, including creating a site grading plan and pipe profiles. In addition, provided site inspection services during construction.
- NOVA SCOTIA HOUSING – BAYERS WESTWOOD DOWNSPOUT DISCONNECTION STRATEGY (HALIFAX, NS) – Was involved in the civil design of a downspout disconnection strategy for a subdivision in Halifax. Included multiple site visits, survey review, and creating multiple downspout disconnection details. Finally, wrote a disconnection report that was sent to the client as the final deliverable.
- QUEEN ELIZABETH II GARAGE (HALIFAX, NS) – Provided design and drafting services to complete a draft site plan for a proposed parking garage, which was included in a design build tender package. In addition, provided design reviews at key project milestones.
- CORNER BROOK ACUTE CARE P3 ADVISORY (CORNER BROOK, NL) – Provided civil and municipal reviews of a 600,000 square foot hospital project, including project drawings and reports at key submission stages.
- PARRSBORO WELL DEVELOPMENT (PARRSBORO, NS) – Provided design and drafting services for all civil site works to relating to connecting a new water supply pump to the Town water system. Created pump and system curves to determine pipe sizing requirements. Oversaw shop drawing review for the project.
- COLLEGE ROAD PEDESTRIAN SIDEWALK (BIBLE HILL, NS) – Provided civil design for a sidewalk replacement in Bible Hill, Nova Scotia. Prepared quantity take-offs for use in an opinion of probable cost.
- COLINS ROAD SIDEWALK (PORT WILLIAMS, NS) – Provided civil design for a sidewalk replacement in Port Williams. Including plan and profile layout, stormwater management, and quantity take offs for cost estimates.
- ULTRA CIVIL ENGINEERING (HALIFAX, NS) – Provided construction and design services for the relocation of a building storm water lateral located during construction.
- NUTTBY MOUNTAIN WINDFARM DRAINAGE (HALIFAX, NS) – Provided design and drafting services for the improvement of roadside drainage, including rational method calculations and SWMM modelling.
- IOC DNG CFB GREENWOOD (GREENWOOD, NS) – Provided Vehicle Tracking analysis of a proposed CNG station.
- TOWN OF MAHONE BAY TRANSPORTATION PLAN (MAHONE BAY, NS) – Provided design, drafting, and writing services for the Town of Mahone Bay Transportation plan.
- AGADA FACILITY (HALIFAX, NS) – Provided initial site planning and layout in C3D, including quantity take offs.
- MANUFACTURING SITE REVIEW (LUNENBURG, NS) – Provided initial site planning and layout in C3D, including options analysis, quantity take offs, and cost estimates.
- CUNARD BUILDING (HALIFAX, NS) – Provided stormwater and sanitary sewer calculations for the development.
- BURNSIDE HIGHWAY OPERATIONS BASE (HALIFAX, NS) – Provided initial site planning and layout in C3D.
- FSM YHZ PIPELINE REPLACEMENT (HALIFAX, NS) – Provided traffic management planning for a pipeline replacement.
- KINGS GROVE DEVELOPMENT (DARTMOUTH, NS) – Provided stormwater and sanitary sewer calculations for the development.
- DAL EVENTS CENTRE (DARTMOUTH, NS) – Provided stormwater and sanitary sewer calculations for the development.
- K+S WINDSOR PIPE DISCHARGE (PUGWASH, NS) – Provided survey coordination and schematic design of a pipe discharge for a saltwater mixing pond.



Ryland MACLELLAN
EIT, MUNICIPAL ENGINEER-IN-TRAINING



AREAS OF SPECIALTY

Water Supply, Sanitary Sewers, Stormwater Management

PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS

Association of Professional Engineers of Nova Scotia

EDUCATION

Dalhousie University, Halifax, NS, Bachelor of Civil Engineering, 2021

Acadia University, Wolfville, NS, Certificate of Applied Science in Engineering, 2018

RELEVANT TRAINING

WWNS Qualified Person Training for Onsite Sewage Disposal System Selection

Autodesk Civil 3D 2022 – Fundamentals Training

EXPERIENCE

Ryland joined the municipal department at CBCL in February 2024. Ryland has four years of experience within the Nova Scotia engineering and construction industries. Ryland has been involved in a wide range of projects pertaining to water supply, sanitary sewers, stormwater management, roads, coastal protection, site design, and buildings.

Ryland's project experience includes:

- **ROCKY POINT SUBDIVISION, ESKASONI, NS (2023):** Junior Engineer responsible for project management, topographic survey, design drawings, and tender package for a municipally serviced subdivision development for Eskasoni First Nation. Project included road design and water and sanitary sewer servicing for 24 housing lots. The project included completing a field study of an existing sewage lift station and preparing a technical report with the findings to confirm the capacity of the lift station could accommodate the development.
- **STONES SUBDIVISION, NEW GLASGOW, NS (2023):** Junior Engineer responsible for completing topographic survey, design drawings, and tender package for a municipally serviced subdivision development for a private developer in the Town of New Glasgow. The project included lot design, road design complete with curb, water, sanitary sewer, and storm water servicing for 34 housing lots.
- **JR MACDONALD SUBDIVISION, PORT HOOD, NS (2023):** Junior Engineer responsible for completing topographic survey, design drawings, and tender package for a subdivision development for Eskasoni First Nation. Project included the design of water and sewer servicing for eight housing lots.
- **ANSLUM ROAD LIFT STATION AND SEWER CAPACITY ASSESSMENT, ESKASONI, NS (2023):** Junior Engineer responsible for supporting senior engineers in the I&I study of a sewer collection system in Eskasoni, Nova Scotia. Project included performing a pump calibration test, installing water level monitoring equipment in the lift station on and analyzing the data to provide a report on the lift stations capacity and functionality.
- **NOVA SCOTIA HOUSING AGENCY, CAPE BRETON, NS (2023):** Junior Engineer responsible for the project management, surveying, technical design and drafting of an eleven-site exterior hardscape upgrade projects for the Nova Scotia Housing Agency. The project included replacement and upgrading of asphalt parking lots, curb, sidewalks, and storm drainage.
- **INGONISH WATERMAIN EXTENSION, INGONISH, NS (2023):** Junior Engineer responsible for completing topographic survey, design drawings, and tender package for a 1.8 km watermain extension from Ingonish Harbour to the Cape Smokey Ski Lodge. This project included coordinating a geotechnical

investigation to aid in the design of directional drilling under two branches of the Ingonish river and accommodating an extensive amount bedrock found within the project right of way.

- CABOT CLIFFS GOLF RESORT, INVERNESS, NS (2022/23): Junior Engineer responsible for assisting in the engineering and project management of the Cabot Cliffs Golf Resort residential development project in Inverness, Nova Scotia. The project included three 10+ home subdivisions, a 13,000 square foot laundry building, and clubhouse. The project involved design and construction monitoring of roads, grading and large municipal water, wastewater and stormwater systems including three sewerage lift stations.
- PORT HOOD MUNICIPAL BUILDING EXTERIOR UPGRADES, PORT HOOD, NS (2022): Junior Engineer responsible for the project management of and technical design of an exterior accessibility upgrade project at the Inverness County Municipal Building. The upgrades included a new 27m long concrete accessibility ramp, walkways, new parking spaces, and electric vehicle chargers.
- NOVA SCOTIA HOUSING AGENCY, CAPE BRETON, NS (2022): Junior Engineer responsible for the surveying and drafting of six exterior hardscape upgrade projects for the Nova Scotia Housing Agency. The project included asphalt paving, curb, sidewalks, and storm water drainage.
- GYPSUM MINE TRAILHEAD UPGRADES PHASE 1, CHETICAMP, NS (2022): Junior Engineer responsible for the project management and technical design of a parking lot expansion at the Gypsum Mine Trailhead in Cheticamp, Nova Scotia.
- INGONISH SIDEWALK UPGRADES, INGONISH, NS (2022): Junior Engineer responsible for the surveying and drafting of a 1.8 km sidewalk replacement and repair project in Ingonish, Nova Scotia. The project included sidewalk condition assessment, topographic survey, preparing design drawings and tender package, and acting as the main contact during the tender process.
- HIGHWAY 104 TWINNING PROJECT, MARSHY HOPE, NS (2021): Technician responsible for performing quality control testing and inspection in the field during aggregate crushing operations of the Highway 104 Twinning Project. Project consisted of routinely completing sieve analysis on the aggregate prior to it being used on the project.
- HALIFAX METRO TRANSIT ASSET CONDITION ASSESSMENT, HALIFAX, NS (2021) – Materials Engineer in Training responsible for assisting in a large-scale condition assessment of Halifax Metro Transits concrete and asphalt infrastructure at their properties throughout Halifax Regional Municipality. Project involved visiting all of Metro Transits facilities to measure and assess condition of their hardscape assets based on ASTM assessment procedures.
- HALIFAX REGIONAL MUNICIPALITY QUALITY ASSURANCE PROGRAM, HALIFAX, NS (2021) – Materials Engineer in Training responsible for assisting in management of a materials testing program for all asphalt, concrete and gravels placed on projects owned by the Halifax Regional Municipality. This project included coordinating materials testing schedules of various projects, reviewing results and reporting findings to the Municipality.
- NSTIR ASPHALT PATCHING AND PAVING QUALITY CONTROL, NOVA SCOTIA (2021) – Materials Engineer responsible for supporting a team of senior engineers and materials technicians in the procurement of quality control services for several asphalt paving contractors throughout the province. This project included the design and control of asphalt concrete at the asphalt plant and in the field during the paving season.
- GLACE BAY TRANSMISSION UPGRADES PHASE 1, GLACE BAY, NS (2019) – Civil Engineering Summer Student responsible for assisting construction managers in the bidding and construction of a 1.5 km watermain transmission upgrade project in Glace Bay, Nova Scotia.
- MEMBERTOU RESIDENTIAL DEVELOPMENT, MEMBERTOU, NS (2019) – Civil Engineering Summer Student responsible for assisting construction managers in the design and construction of a 20-lot subdivision, walking track and soccer field in Membertou, Nova Scotia.

PREVIOUS WORK EXPERIENCE

- STRAIT ENGINEERING LIMITED, PORT HAWKESBURY, NS – JUNIOR ENGINEER (MAY 2022 – FEBRUARY 2024):

- Assist and lead in the conceptual, preliminary, and detailed design of various municipal servicing projects including five municipally serviced subdivisions and two waterline extension projects.
- Prepare tender packages that include design drawings, contract specifications, and bid documents.
- Perform topographic survey and construction layout using GPS survey equipment.
- Prepare design drawings using AutoCAD CIVIL3D on a regular basis.
- Conduct site inspection of municipal servicing work, roadways, and concrete rebar work to verify that construction is in accordance with design and specifications.
- Collaborate with coworkers, owners, developers, government, contractors, and suppliers/distributors regularly.
- Manage multiple projects simultaneously to ensure deliverables are met in a timely and budget conscientious manner.
- Create construction cost and time estimates to help clients make informed decisions in their projects.
- Prepare technical reports to support engineering design and future developments.
- Admin duties as they pertain to projects including processing progress claims, change orders, proposals, project updates, etc.
- STANTEC CONSULTING LTD., DARTMOUTH, NS – MATERIALS ENGINEER-IN-TRAINING (MAY 2021 – MAY 2022):
 - Applied engineering principles and local context to design construction materials including asphalt, concrete, and gravels. That meet construction standards, available budget, and environmental considerations.
 - Coordinated multiple materials quality control / quality assurance programs for clients including Halifax Regional Municipality, contractors, private developers, and various municipal governments.
 - Client management and business development.
 - Completed field and laboratory testing of construction materials.
 - Prepared and review of technical reports and proposals.
 - Performed field subsurface soil condition investigations including test pits, auger holes and bore holes.
- RDL CONSTRUCTION, SYDNEY, NS – CIVIL ENGINEERING STUDENT (MAY 2019 – DECEMBER 2019):
 - Supported construction managers in the delivery of a variety of commercial and residential construction projects including mass excavation, municipal servicing, subdivision development, watercourse restoration, bridge construction and crushing operations.
 - Responsibilities included estimating, project coordination, drafting, site supervision, surveying, heavy equipment operation and general labouring.



Paul YOUNG

P.ENG. MUNICIPAL ENGINEER



AREAS OF SPECIALTY

Water Distribution & Transmission, Sanitary Sewers, Sanitary Force mains, Storm Systems, Municipal Roads, Parking Lots and Site Development

PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS

Engineers Nova Scotia, P.Eng.

EDUCATION

B.Sc. Engineering (Civil), University of New Brunswick, 2013

EXPERIENCE

Paul is a Civil Engineer with over ten (10) years of experience in design and construction of municipal engineering services. His areas of expertise include water distribution and modelling, sanitary systems, stormwater systems, municipal roads, parking lots and site development. His design experience also includes large-diameter water transmission mains and potable water storage tanks. Paul has experience working on all phases of planning, design and construction and has helped municipalities and developers complete new site developments and infrastructure upgrades on a variety of projects in municipal, residential, commercial, and industrial settings. His experience coordinating with multi-discipline design teams through design and construction has become an asset for both municipal clients and private developers. Before joining CBCL in 2018, Paul worked on the west coast of Canada in consulting engineering and volunteered as a member and chair of the BCWWA Young Professionals Committee. Paul has participated as a course instructor for several ACWWA operator training courses. Paul's other professional interests include water governance, sustainable infrastructure, and trenchless technologies.

WATER SYSTEMS

- BURNSIDE OPERATIONS CENTRE, HALIFAX WATER, DARTMOUTH, NS: Civil design lead for the Integrated Project Delivery (IPD) team for Halifax Water's Burnside Operations Centre. Worked in a multi-discipline collaborative environment with other design leads and construction team to deliver the project with a focus on developing solutions to meet requirements within a defined schedule and budget. Included domestic water, site water and sprinkler servicing.
- COWIE HILL RESERVOIR REPLACEMENT, HALIFAX WATER, HALIFAX, NS: Conducted the design the civil engineering aspects of the project including yard piping including inlet, outlet, overflow and drain lines, pipe connection details to the reservoir, new meter chambers, site modifications and reinstatement. Worked closely with the tank designers/manufacturers to coordinate the design of piping to best suit the concrete tank design and account for construction constraints and considerations. Construction phase and contract admiration ongoing.
- HEMLOCK RESERVOIR, HALIFAX WATER, HALIFAX, NS: Assisted the project team by completing and checking hydraulic calculations for the new Hemlock Reservoir including the motive mixer, inlet, overflow, and drains.
- NSHA HALIFAX INFIRMARY WATER SERVICE REPLACEMENT, NOVA SCOTIA HEALTH, HALIFAX, NS: Civil engineering design lead for the design of two new water services for the Halifax Infirmary. Consulted with NSH, Halifax Water, the fire protection subconsultant and the mechanical engineering team to develop and implement a phased approach to the work to ensure continuous water service to the hospital during construction. The phasing plan considered critical water needs including adequate supply and pressure for potable water and fire protection for the Halifax Infirmary campus including critical fire protection needs for the helipad.

- NSHA HALIFAX INFIRMARY RING MAIN STUDY, NOVA SCOTIA HEALTH, HALIFAX, NS: Completed a study and assessment of the existing ring main and fire hydrants at the QEII Halifax Infirmary (HI) site. The scope of includes completing a review of available information, the development of a testing and inspection plan, coordination of the inspections and assessment of the ring main, the development of a report summarizing all the study findings and recommendations. Inspections were coordinated to ensure the work would minimize disruption to normal operations.
- SHESHATSHIU INNU FIRST NATION WATER DISTRIBUTION SYSTEM HYDRAULIC MODEL DEVELOPMENT, SIFN, SHESHATSHIU INNU FIRST NATION, NL: Project manager for the creation of a new water model for the community including two new wells, one reservoir, and approximately 15 km of watermain. The water model included existing and future water demands, and future residential development areas were added to assess the capacity of the distribution system for planning purposes. Field testing and model calibration is upcoming in 2022.
- WEST HANTS WINDSOR WATER MODEL CALIBRATION, WINDSOR, THREE MILE PLAINS, FALMOUTH, NS, WEST HANTS REGIONAL MUNICIPALITY, NS: Worked on the planning and executing of hydrant flow testing for the calibration of the water model for the West Hants Regional Municipality. Completed a 4-day hydrant flow testing program, comprised of 23 tests across 5 system zones. The testing was replicated within the model to complete calibration.
- WINDSOR WATERMAIN RELOCATION AT HWY 101, TOWN OF WINDSOR, WINDSOR, NS: Design Engineer for the replacement of two water transmission mains crossing below Highway 101 in Windsor. The design included the extension of casing pipes under Highway 101 to accommodate highway twinning and slip lining of the new HDPE transmission mains through the extended casings.
- MIDDLETON BROOKLYN ROAD WATERMAIN EXTENSION, TOWN OF MIDDLETON, MIDDLETON, NS: Completed the detailed design of the new watermain extension for approximately 800m of new watermain over two phases. Provided technical support for the water modelling, sizing and feasibility stage for the watermain extension.
- MIDDLETON RESERVOIR, TRANSMISSION MAIN AND DISTRIBUTION UPGRADES, TOWN OF MIDDLETON, MIDDLETON, NS: Design of new transmission main and distribution upgrades to improve water system hydraulics in the Town of Middleton and accommodate the proposed reservoir. Work is ongoing.
- MIDDLETON RESERVOIR PRE-DESIGN, TOWN OF MIDDLETON, MIDDLETON, NS: Evaluated pre-design options and developed a design concept and cost estimate for a new reservoir for the Town of Middleton. Conducted hydraulic modeling of the water system to analyse the impact of various reservoir options. Worked closely with the Town to understand their current operations and future needs.
- MIDDLETON WATER SYSTEM PRESSURE RELIEF, TOWN OF MIDDLETON, MIDDLETON, NS: Identified the need for a pressure relief valve to help facilitate reliable water service to the community. Developed design options and costs for the Town. Currently in the construction phase working closely with the operations department to install a pressure the relief valve in the existing well control building.
- MILL COVE FIRE PROTECTION SYSTEM, MODC, MILL COVE, NS: Assisting MODC to prioritize maintenance of the municipal fire protection water system. Conducted water modelling, in-situ testing, and condition inspections to prioritize the required infrastructure upgrades including: the repair of two tanks, yard piping replacements, hydrant replacements, pump station upgrades, and partial replacement of fire protection mains.
- FALL RIVER PLAZA, CROMBIE REIT, FALL RIVER, NS: Project Engineer for connecting the commercial plaza to the new municipal water system, design of a new Halifax Water meter chamber, and sub-metering of tenants, while maintaining water service and fire protection. Scope of decommissioning work includes: decommissioning of water treatment system, decommissioning of existing raw water intake on the lake with close coordination with NSE and DFO.
- TOWN OF TRURO WATERCAD TRAINING, TOWN OF TRURO, TRURO, NS: Lead a two-day workshop on water modelling for Town of Truro Engineering and Public Works staff to establish the condition and accuracy of their water model and to provide training focussed on introducing town staff to WaterCAD software while making useful updates to the model. Established an intimate

understanding of the Town's needs and capabilities over the two-day workshop to maximize the benefit of the training to the Town.

- RAPID HOUSING SUBDIVISION, SIPEKNE'KATIK FIRST NATION, INDIAN BROOK, NS: Project manager for the preliminary design, detailed design, and construction administration of the roads, water, sanitary and stormwater management for the subdivision to provide 19 new housing units to the community.
- SUBDIVISION FEASIBILITY AND ENVIRONMENTAL ASSESSMENT, SIPEKNE'KATIK FIRST NATION, INDIAN BROOK, NS: Completed a subdivision feasibility assessment including an assessment of water and sanitary infrastructure and an opinion of probable cost for construction of roads and utilities. The feasibility report also included a community housing assessment and population projections and an environmental assessment for the development area.
- LEXINGTON PARK PHASE 2 SUBDIVISION, GARDINER PROPERTIES, BIBLE HILL, NS: Design lead for the detailed design of the roads, water, sanitary and stormwater management for the subdivision to provide 28 new housing units to the community. Currently in approval phase.
- POTLOTEK FIRST NATION CAMPSITE AND RV PARK, INDIGENOUS SERVICES CANADA, POTLOTEK, NS: Civil engineer responsible for the design of water, sanitary, drainage, gravel roads, and site layout for the 22-hectare development for the campsite and RV park. The project includes over 3 km of gravel roads, campsites, pedestrian pathways, stormwater management, coastal access, water distribution, sanitary sewers, a sanitary pump station and forcemain, power service, street lighting,
- MANN MAIN NO. 2 SOUTH, METRO VANCOUVER, SURREY, BC: Project Engineer for the design 2.5 km of large diameter (1500 mm) steel water transmission main located in an urban environment. Worked closely with the client, the city, and the multi-discipline design team to deliver the design of the supply main and three large valve chambers. Made design allowances for connecting to a future reservoir expansion. Conducted constructability assessments and triple bottom line options analysis for various water main alignments and construction methodologies.
- CAPILANO MAIN NO. 7, METRO VANCOUVER, DISTRICT OF NORTH VANCOUVER, BC: Project Engineer for the design of a 100 m relocation of a large diameter (1200 mm) steel water supply main. The project also included the relocation of an existing distribution water main for the District of North Vancouver. Delivered the design while meeting schedule and design constraints to construct the water mains as part of the Mountain Highway Interchange Upgrades.
- TSAWWASSEN MILLS ON-SITE CIVIL SERVICES, IVANHOE CAMBRIDGE, DELTA, BC: Water modelling and design of the on-site water distribution system for the Tsawwassen Mills mall which includes over 2 km of seismic and settlement-resistant 300 mm diameter water main. Analysed the system parameters under multiple demand scenarios and incorporated phased boundary conditions to confirm appropriate sizing and layout of the system.
- HALFWAY RIVER DOMESTIC WATER SYSTEM IMPROVEMENTS, HALFWAY RIVER FIRST NATION, BC: Project Engineer for preliminary design of water system upgrades for the community of approximately 180 residents. Used population projections to estimate future demands and to conduct water modeling and preliminary reservoir sizing. Developed design options to provide potable drinking water and fire protection for the community.
- ASHNOLA DOMESTIC WATER SYSTEM IMPROVEMENTS, LOWER SIMILKAMEEN INDIAN BAND, BC: Assisted in design of the transmission main and reservoir access road to serve the community. Developed design solutions to avoid disturbance to archeologically sensitive soil and minimize capital cost.

SANITARY SYSTEMS

- BURNSIDE OPERATIONS CENTRE, HALIFAX WATER, DARTMOUTH, NS: Civil design lead for the Integrated Project Delivery (IPD) team for Halifax Water's Burnside Operations Centre. Worked in a multi-discipline collaborative environment with other design leads and construction team to deliver the project with a focus on developing solutions to meet requirements within a defined schedule and

budget. Sanitary system included special considerations for operations equipment, vac truck dumping, fueling station, and oil separation.

- BRUCE STREET PUMP STATION RELOCATION, HALIFAX WATER, DARTMOUTH, NS: Design of new twin forcemains, sanitary sewer, overflow, and new site layout to accommodate the proposed relocation of the Bruce Street sanitary pump station. Worked closely with electrical, and mechanical to coordinate the pump station design and relocation and coordinated easement acquisition with Halifax Water.
- MORRIS LAKE FORCE MAIN REPAIRS, HALIFAX WATER, DARTMOUTH, NS: Worked closely with Halifax Water to produce a request for proposal/tender outlining detailed repair requirements for 20 separate sections of the Morris Lake and Russell Lake force mains. Prepared detailed sequencing plans and schedules to coordinate the project timeline with the concurrent Russell Lake Pump Station Upgrades and to work within time windows set out by NSE and Halifax Water.
- KINGS COUNTY REGIONAL FORCEMAIN (2022 PHASE), COUNTY OF KINGS, KENTVILLE, NS: Project manager and design lead for the replacement of the twin forcemains. Approximately 675 m of 450 mm and 155 m of 100 mm diameter HDPE pipe. Special considerations for maintaining flow of the regional forcemains during construction including options for trenchless work. Currently in design phase and optioneering phase.
- KINGS COUNTY REGIONAL FORCEMAIN (2020 PHASE), COUNTY OF KINGS, KENTVILLE, NS: Design Engineer for the replacement of twin forcemains. Approximately 750 m of 450 mm and 200 mm diameter HDPE pipe. Special considerations for maintaining flow of the regional forcemains during construction. Currently in approval phase.
- RAPID HOUSING SUBDIVISION, SIPEKNE'KATIK FIRST NATION, INDIAN BROOK, NS: Project manager for the preliminary design, detailed design, and construction administration of the roads, water, sanitary and stormwater management for the subdivision to provide 19 new housing units to the community.
- SUBDIVISION FEASIBILITY AND ENVIRONMENTAL ASSESSMENT, SIPEKNE'KATIK FIRST NATION, INDIAN BROOK, NS: Completed a subdivision feasibility assessment including an assessment of water and sanitary infrastructure and an opinion of probable cost for construction of roads and utilities. The feasibility report also included a community housing assessment and population projections and an environmental assessment for the development area.
- LEXINGTON PARK PHASE 2 SUBDIVISION, GARDINER PROPERTIES, BIBLE HILL, NS: Design lead for the detailed design of the roads, water, sanitary and stormwater management for the subdivision to provide 28 new housing units to the community. Currently in approval phase.
- POTLOTEK FIRST NATION SUBDIVISION FEASIBILITY STUDY, INDIGENOUS SERVICES CANADA, POTLOTEK, NS: Completed a subdivision feasibility assessment for sanitary sewer, forcemain and pump station infrastructure for the multi-phase feasibility study. Included a review of the existing community sanitary conveyance infrastructure capacity. Worked with the project team to complete the feasibility report for the multi phase subdivision feasibility study.
- POTLOTEK FIRST NATION CAMPSITE AND RV PARK, INDIGENOUS SERVICES CANADA, POTLOTEK, NS: Civil engineer responsible for the design of water, sanitary, drainage, gravel roads, and site layout for the 22-hectare development for the campsite and RV park. The project (currently in development) includes new water distribution mains, sanitary sewers, a sanitary pump station & forcemains, storm systems, power service, street lighting, pedestrian paths, and over 3 km of gravel roads.
- MEE ROAD SIDEWALK AND SEWER, COUNTY OF KINGS, KENTVILLE, NS: Project Engineer for replacement of the existing sanitary system sewers on Mee Road, as well as approximately 1 km of new sidewalk, curb, bicycle lane, grass boulevard, stormwater collection and piping. Included consideration of trenchless methods for sewer replacement.
- YVR SANITARY DUMP STATION, INTEGRAL, RICHMOND, BC: Civil Engineer for preliminary design of site services for a new airside sanitary dump station at YVR Vancouver International Airport. Worked

with an engineering team to design the system to pre-treat and convey sanitary sewage dumped from airplanes which is high in organic solids and detergents.

- CAMPBELL HEIGHTS FORCEMAIN, CITY OF SURREY, SURREY, BC: Performed contract administration for construction of the 2.1 km long 450 mm diameter sanitary forcemain. Met with the City of Surrey and the contractor on a bi-weekly basis to track project progress and discuss construction issues.
- RICHMOND INDUSTRIAL CENTRE, ECORIDGE DEVELOPMENTS, RICHMOND, BC: Project Engineer for detailed design of sanitary system including gravity sewer and sanitary forcemain for the 13 building, 65 hectare industrial development. Included special considerations and design details for utility construction on a previous landfill site.
- WHISTLE BEND SUBDIVISION, GOVERNMENT OF YUKON, WHITEHORSE, YT: Developed a sanitary sewer master plan for Phase 3 of the 7-phase subdivision project. Designed the sanitary system layout and selected pipe sizes and grades to convey sanitary flows based on the various land uses to the existing sanitary pump station. Accounted for flows from future phases of the development and interfaced with the existing Whistle Bend sanitary system.

STORM SYSTEMS

- BURNSIDE OPERATIONS CENTRE, HALIFAX WATER, DARTMOUTH, NS: Civil design lead for the Integrated Project Delivery (IPD) team for Halifax Water's Burnside Operations Centre. Worked in a multi-discipline collaborative environment with other design leads and construction team to deliver the project with a focus on developing solutions to meet requirements within a defined schedule and budget. Implemented project-specific low-impact development stormwater solutions including raingardens integrated into landscapes.
- TCI CLIMATE RESILIENT COASTAL PROTECTION & MANAGEMENT, TURKS AND CAICOS: Civil engineer responsible for stormwater management for the approximately 800m long coastal seawall. The project includes coordination of the work with existing roads and coastal environment.
- RAPID HOUSING SUBDIVISION, SIPEKNE'KATIK FIRST NATION, INDIAN BROOK, NS: Project manager for the preliminary design, detailed design, and construction administration of the roads, water, sanitary and stormwater management for the subdivision to provide 19 new housing units to the community.
- LEXINGTON PARK PHASE 2 SUBDIVISION, GARDINER PROPERTIES, BIBLE HILL, NS: Design lead for the detailed design of the roads, water, sanitary and stormwater management for the subdivision to provide 28 new housing units to the community. Currently in approval phase.
- POTLOTEK FIRST NATION CAMPSITE AND RV PARK, INDIGENOUS SERVICES CANADA, POTLOTEK, NS: Civil engineer responsible for the design of water, sanitary, drainage, gravel roads, and site layout for the 22-hectare development for the campsite and RV park. The project (currently in development) includes new water distribution mains, sanitary sewers, a sanitary pump station & force mains, storm systems, power service, street lighting, pedestrian paths, and over 3 km of gravel roads.
- MEE ROAD SIDEWALK AND SEWER, COUNTY OF KINGS, KENTVILLE, NS: Project Engineer for new stormwater collection and piping, as well as approximately 1 km of new sidewalk, curb, bicycle lane, grass boulevard, and replacement of existing sanitary sewers on Mee Road.
- VITERRA DRAINAGE DESIGN AND ANNEX ACCESS ROAD, VITERRA, VANCOUVER, BC: Designed the drainage system to collect, attenuate, pump, treat and convey stormwater from site and improve existing ground conditions. Design of the system incorporated geotechnical considerations, coordination with pump station designers, and environmental permitting.
- NICO WYND EMERGENCY DYKE REPAIR, CITY OF SURREY, SURREY, BC: Construction Inspector and Project Engineer for the emergency dyke repair of a critically eroded coastal dyke and reinstate the coastal trail. Worked closely with environmental staff to monitor construction adjacent to an environmentally sensitive water body.
- FRASER RIVER TRAIL BURNABY GATEWAY DYKE UPGRADES, CITY OF BURNABY, BURNABY, BC: Construction Inspector and Project Engineer for the dyke upgrades and riverside multi-use trail upgrades along

the Fraser River. Included retaining walls, scour protection, ground improvements, and stormwater management.

- GRAY CREEK RESTORATION, CITY OF BURNABY, BURNABY, BC: Inspected construction of the Gray Creek Restoration including inspection of boulder weirs, riprap armouring, slope stabilization, planting, and water diversions. Closely observed size and properties of soils being used in creek construction for quality control and tracked quantities.

DEVELOPMENT

- RAPID HOUSING SUBDIVISION, SIPEKNE'KATIK FIRST NATION, INDIAN BROOK, NS: Project manager for the preliminary design, detailed design, and construction administration of the roads, water, sanitary and stormwater management for the subdivision to provide 19 new housing units to the community.
- SUBDIVISION FEASIBILITY AND ENVIRONMENTAL ASSESSMENT, SIPEKNE'KATIK FIRST NATION, INDIAN BROOK, NS: Completed a subdivision feasibility assessment including an assessment of water and sanitary infrastructure and an opinion of probable cost for construction of roads and utilities. The feasibility report also included a community housing assessment and population projections and an environmental assessment for the development area.
- LEXINGTON PARK PHASE 2 SUBDIVISION, GARDINER PROPERTIES, BIBLE HILL, NS: Design lead for the detailed design of the roads, water, sanitary and stormwater management for the subdivision to provide 28 new housing units to the community. Currently in approval phase.
- POTLOTEK FIRST NATION SUBDIVISION FEASIBILITY STUDY, INDIGENOUS SERVICES CANADA, POTLOTEK, NS: Completed a subdivision feasibility assessment for sanitary sewer, forcemain and pump station infrastructure for the multi-phase feasibility study. Included a review of the existing community sanitary conveyance infrastructure capacity. Worked with the project team to complete the feasibility report for the multi phase subdivision feasibility study.
- POTLOTEK FIRST NATION CAMPSITE AND RV PARK, INDIGENOUS SERVICES CANADA, POTLOTEK, NS: Civil engineer responsible for the design of water, sanitary, drainage, gravel roads, and site layout for the 22-hectare development for the campsite and RV park. The project (currently in development) includes new water distribution mains, sanitary sewers, a sanitary pump station & forcemains, storm systems, power service, street lighting, pedestrian paths, and over 3 km of gravel roads.
- SERVICING ASSESSMENT FOR GREENHOUSE SITE, POTLOTEK FIRST NATION, POTLOTEK, NS: Assisted Potlotek First Nation with development planning by providing a high-level infrastructure assessment to determine water and sanitary servicing options for the greenhouse site which falls outside of the serviced area. The assessment considered current and future development in the area including the greenhouse, food centre and nearby residential housing.
- TSAWWASSEN MILLS ON-SITE / OFF-SITE ROAD WORKS AND UTILITIES, IVANHOE CAMBRIDGE, DELTA, BC: Assisted project management of the multidiscipline team and obtaining approvals for the civil infrastructure of the 43-hectare Tsawwassen Mills commercial development and related off-site road works and utilities. The project included new water distribution mains, sanitary sewers, pump stations, forcemains, storm systems, open channel flow control, riparian areas, bioswales, landscaping, third party utilities, signalized intersections, street lighting, SCADA systems, and over 6 km of multi-lane roads with multi-use pedestrian and cycling paths.
- WEAVERS WAY SUBDIVISION, CLAYTON DEVELOPMENTS LIMITED, FREDERICTON, NB: Municipal inspector for the private development of the 32-lot residential subdivision overseeing work on all municipal infrastructure including: water, sanitary, storm, and roads. Reviewed lot stripping and grading with guidance of the geotechnical engineer. Served as the onsite representative to the private developer, municipality and the public.

SITE SERVICES

- BURNSIDE OPERATIONS CENTRE, HALIFAX WATER, DARTMOUTH, NS: Civil design lead for the Integrated Project Delivery (IPD) team for Halifax Water's Burnside Operations Centre. Worked in a multi-discipline collaborative environment with other design leads and construction team to deliver the project with a focus on developing solutions to meet requirements within a defined schedule and budget.
- NSHA HALIFAX INFIRMARY WATER SERVICE REPLACEMENT, NOVA SCOTIA HEALTH, HALIFAX, NS: Civil engineering design lead for the design of two new water services for the Halifax Infirmary. Consulted with NSH, Halifax Water, the fire protection subconsultant and the mechanical engineering team to develop and implement a phased approach to the work to ensure continuous water service to the hospital during construction. The phasing plan considered critical water needs including adequate supply and pressure for potable water and fire protection for the Halifax Infirmary campus including critical fire protection needs for the helipad.
- YVR WESTJET HANGAR MODIFICATIONS, INTEGRAL, RICHMOND, BC: Civil design engineer for modifications to WestJet's hangar at YVR South Terminal which included both airside and groundside work. Designed separation of combined sanitary and storm services to improve operation of the maintenance hangar and protect the environment from detergents, hydrocarbons, and particulates associated with plane washing and maintenance.
- VANCOUVER CHRISTIAN SCHOOL, OMICRON, VANCOUVER, BC: Responsible for contract administration and site inspection of site services including water, sanitary, storm, parking lot and site grading. Conducted and delegated site visits, reviewed and approved shop drawings, and prepared inspection reports.
- L'ÉCOLE BILLINGUE, COLBORNE ARCHITECTURAL GROUP, VANCOUVER, BC: Assisted in the design of site services including water, sanitary and storm for the school upgrade. Developed a comprehensive plan of catchment areas to assist in the design of the stormwater system.

WASTEWATER TREATMENT PLANT PROJECTS

- IONA ISLAND WWTP SOLIDS HANDLING UPGRADE, METRO VANCOUVER, RICHMOND, BC: Civil designer for layout of process piping, gravity overflow piping, process waste drainage, storm sewer, water services, parking lot grading and site layout for the new Sludge Screening and Degritting Building, Primary Sludge Thickener #3, and Digester Pump Buildings #1 to #4. Incorporated spill containment measures into the storm system and parking lot grading surrounding the Screening and Degritting Building to minimize the risk of environmental contamination in the event of a spill.
- LIONS GATE WWTP SLUDGE THICKENER NO.2, METRO VANCOUVER, VANCOUVER, BC: Civil Designer of pressure piping, gravity piping, site grading and gravel access for Thickener No. 2 at Lions Gate Wastewater Treatment Plant. Coordinated with process engineers to determine requirements for underground piping and coordinate designs.
- IONA ISLAND WWTP SOLIDS HANDLING UPGRADE (SITE PREPARATION CONTRACT), METRO VANCOUVER, RICHMOND, BC: Designer for site preparation contract. Developed a conceptual layout for the site of the new Sludge Screening and Degritting Building and Primary Sludge Thickener #3. Created a 3D design model of the proposed preload based on the site layout and geotechnical requirements. Produced accurate quantity estimates of proposed preload material and biosolids removal from the 3D model.

ROADS AND PARKING

- RAPID HOUSING SUBDIVISION, SIPEKNE'KATIK FIRST NATION, INDIAN BROOK, NS: Project manager for the preliminary design, detailed design, and construction administration of the roads, water, sanitary and stormwater management for the subdivision to provide 19 new housing units to the community.

- LEXINGTON PARK PHASE 2 SUBDIVISION, GARDINER PROPERTIES, BIBLE HILL, NS: Design lead for the detailed design of the roads, water, sanitary and stormwater management for the subdivision to provide 28 new housing units to the community. Currently in approval phase.
- POTLOTEK FIRST NATION CAMPSITE AND RV PARK, INDIGENOUS SERVICES CANADA, POTLOTEK, NS: Civil engineer responsible for the design of water, sanitary, drainage, gravel roads, and site layout for the 22-hectare development for the campsite and RV park. The project (currently in development) includes new water distribution mains, sanitary sewers, a sanitary pump station & forcemains, storm systems, power service, street lighting, pedestrian paths, and over 3 km of gravel roads.
- MEE ROAD SIDEWALK AND SEWER, COUNTY OF KINGS, KENTVILLE, NS: Project Engineer for design of approximately 1 km of new sidewalk, curb, bicycle lane, grass boulevard, stormwater collection and piping, and replacement of the existing sanitary system sewers on Mee Road. Included coordination with the County of Kings engineering department, the municipality of Kentville and NSTIR.
- 2015 GROUNDSDRIVE ROAD UPGRADES, YVRAA, RICHMOND, BC: Provided construction administration and inspection services on YVR's 2015 Groundside Road Upgrades. Inspected road works and drainage utilities on high priority traffic corridors on Sea Island. Coordinated closely with the client and project team to address construction issues and develop solutions in the field.
- SWING LOT UPGRADES, YVRAA, RICHMOND, BC: Provided construction administration and inspection services on YVR's Swing Lot upgrades. The project included the use of reclaimed asphalt and work with existing and proposed utilities. Worked closely with geotechnical engineers to identify areas of soft subgrade and ensure proper pavement structure would be provided to the client.
- BRIDGE RIVER I.R. NO.1 DOMESTIC WATER SYSTEM IMPROVEMENTS, BRIDGE RIVER INDIAN BAND, LILLOOET, BC: Conducted the detailed design of a 300 m gravel access road upgrade and parking area to provide vehicle access to the proposed drinking water treatment plant. Improved the road geometry for safety and ease of access for large vehicles while minimizing cost by optimizing cut and fill.
- MOODY STREET SEISMIC AND WIDENING, CITY OF PORT MOODY, BC: Civil construction inspector for the raised pedestrian pathway and stormwater system. Worked closely with the project manager and contractor to address construction issues including high water table causing adverse soil conditions during construction of the raised pathway. Observed pathway construction including placement and compaction of road structure and asphalt paving.
- JOHNSTON ROAD SIDEWALK RESTORATION, THE CITY OF WHITE ROCK, WHITE ROCK, BC: Developed a design concept for the sidewalk upgrades on Johnston Road in downtown White Rock. Worked with the City project manager and arborist to develop solutions to existing tree roots causing upheaval of the sidewalks. Assisted in working with the client to assess the possibility of upgrading underground utilities and road grading.
- MITSUI HOMES PARKING LOT, OMICRON, RICHMOND, BC: Grading design for improvements to an existing truck loading bay. Improved stormwater drainage and increased relative height of loading platform to improve efficiency of operations. Provided design with limited budget while meeting strict grading requirements to improve truck access.
- SAVE-ON-FOODS ENTRY, WESTBANK PROJECTS CORP., VANCOUVER, BC: Designed a grading solution at the existing supermarket to address differential settlement between the building and existing parking lot. Included grading design of the sidewalk, main entrance, and adjacent section of parking lot.

UTILITY COORDINATION

- RICHMOND INDUSTRIAL CENTRE, ECORIDGE DEVELOPMENTS, RICHMOND, BC: Coordinated planning and design of private utilities including BC Hydro, Telus, Shaw and Fortis BC to service the 13 building, 65 hectare industrial development. Strategically planned and managed meetings with multiple stakeholders to coordinate the designs of the various design disciplines.
- TSAWWASSEN MILLS ON-SITE / OFF-SITE ROAD WORKS AND UTILITIES, IVANHOE CAMBRIDGE, DELTA, BC: Coordinated with the various engineering disciplines to plan, coordinate, review and approve third party utility servicing of the Tsawwassen developments and account for future community growth.

Developed a master plan of utility corridors and servicing locations for BC Hydro, Telus, Shaw, Fortis and Metro Vancouver for the 6 kilometers of proposed road network and 43 hectare commercial site.

PROPOSAL

October 09, 2024

Design Services School Street Water Main Replacement



SUBMITTED BY:

DesignPoint Engineering & Surveying Ltd.

90 Western Parkway, Suite 500
Bedford, NS B4B 2J3

SUBMITTED TO:

Town of Middleton

131 Commercial Street, PO Box 340
Middleton, NS B0S 1P0
Attn: Adam Verran, Director of Public Works



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1.0 INTRODUCTION

The Town of Middleton (Town) is seeking proposals for water system renewal on School Street in Middleton, Nova Scotia. This section of water main is approximately 370 metres in length and extends from Main Street to Marshall Street (see image below). We understand that the work includes the replacement of the underground water system. Tendering is expected to be completed in early 2025 with construction to follow in the spring/summer of 2025.

We have reviewed the project area to gain a better understanding of the project. We understand that the general scope of work for this project includes a topographic survey, preliminary and detailed design, detailed design, and a cost estimate.



2.0 PROJECT UNDERSTANDING

Our DesignPoint team is very familiar with local water distribution renewals, having worked on numerous projects throughout the province. For example, over the past few construction seasons, in the Windsor area alone we have provided design of water main renewals on Alexander Street, Highland Avenue, Churchill Street, Avon Street and Nesbitt. The team is also familiar with the challenges of installing water main extensions within existing neighbourhoods such as those on Windgate Drive, Fall River Road and Cow Bay Road in Halifax.

2.1 PROPOSED APPROACH AND PROJECT PLAN

The following is a detailed description of the methodology to complete this project which is broken up into several tasks which is consistent with the approach utilized with the Municipality of the County of Annapolis on the Queen Street reconstruction project. The methodology has been successful with other clients such as the Town of Kentville, Municipality of the County of Kings, West Hants Regional Municipality. While this is our best estimate of how this project should proceed, we will always remain open-minded to suggestions for improvement from others including the Town and its stakeholders.

2.1.1 Startup Meeting

We will schedule a startup meeting with Town representative(s) to discuss the project. Our Project Manager will attend this meeting fully prepared to discuss the project and will circulate an agenda before the meeting to have input from the Town. Before this meeting, we will prepare a base map of the entire project site such that when discussing items that are location specific, we have a drawing to refer to which will also be helpful during our site visit. During the meeting, we will take minutes, which will be typed and circulated within three (3) business days after the meeting to all those in attendance. We will coordinate the agenda for this meeting with the Town but initially propose the following topics:

- Introductions;
- Contact information and communication protocols;
- Review of proposed schedule;
- Information required from Town to start work;
- Discussion of any specific areas of concern along the project route;
- Discussion on drawing/CAD standards (record drawings expectations);
- Existing infrastructure, underground sewer/water/electrical, pavement condition;
- Design standards;
- Invoicing requirements; and
- Other items to be added at the meeting.

Deliverable: Meeting minutes summarizing the discussion and action items.

2.1.2 Initial Site Visit

We will make a site visit on the same day as the startup meeting. We can walk the site with the Town staff to review the overall project and discuss any areas of concern. We will take notes at this meeting and photos along the project route.

We will review the location of the existing water main, the corresponding impact on existing infrastructure (driveways, power poles, sidewalks, etc.), and the location of the new water main.

Deliverable: Notes summarizing any decisions or considerations noted from the visit.

2.1.3 Topographic Survey



A topographic survey will be completed by in-house DesignPoint staff and will be used for the detailed design for the project area.

The survey crew will locate all relevant surface features including street center line, curb, manholes, power poles, catch basins, fire hydrants, valves, sidewalks, buildings, visible survey markers, guardrails, retaining walls, and any other features that were visible and relevant for the project. Also, control points tied to geodetic elevations and coordinates will be placed for use during construction.

As part of the topographic survey, each visible manhole and catch basin will be opened, the incoming and outgoing pipes will be identified, and the depth of the pipe inverts will be measured. Field sketches will be prepared for each manhole and catch basin showing the pipe connectivity, pipe material, and pipe size. We will request that Town staff be present doing this portion of the field work. We will review this information with the Town and request any additional knowledge of the underground pipe system. This information will aid in the design of the water main renewal, helping to identify potential conflicts and crossings of existing infrastructure.

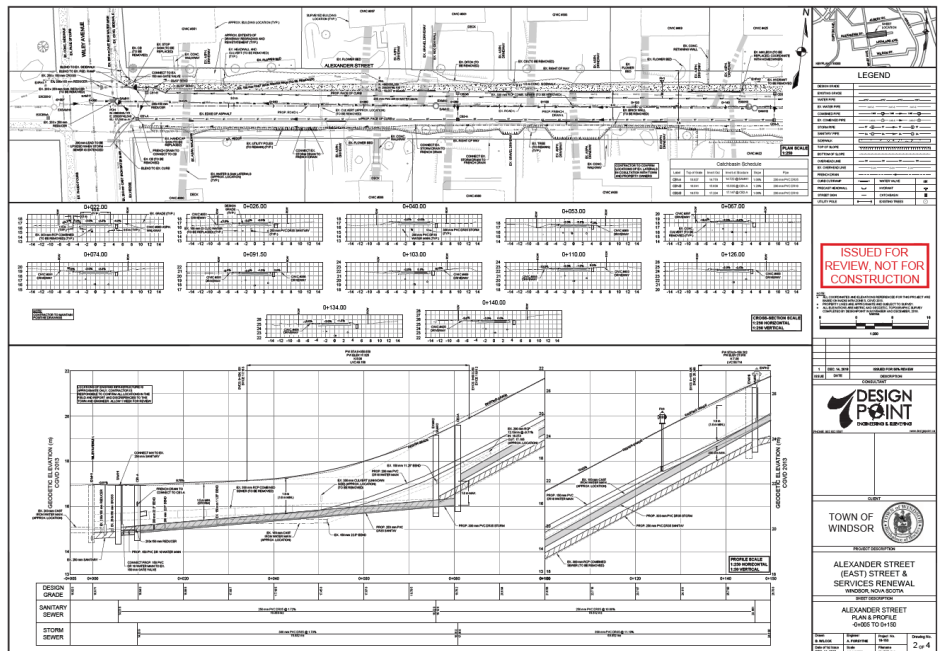
Our surveyor, Luke Sarginson, will use this data and oversee the preparation of a base survey plan including the topographic information previously collected in the field. The plan will also include approximate legal property boundaries as determined from located survey markers in the field, and coordination with the available subdivision survey plans on file at the registry of deeds.

Deliverable: A complete topographic survey plan and an electronic version (in both PDF and AutoCAD), based on collected field data as well as property boundaries.

2.1.4 75% Detail Design

Starting with the base drawing, we will prepare plan and profile drawings for the full length of the project. The plan portion will show all surface features including existing services, buildings, power poles, sidewalks, and the proposed pipe replacement. The profile will show the road centerline grade, the existing sanitary sewer lines, the existing water main, and the proposed water main replacement.

For added detail and clarity, the plan and profile design drawings will be at a scale of 1:500 with approximately 250 m on each sheet. We expect to prepare two (2) plan/profile sheets for School Street in addition to detail sheets.



We will prepare detail sheets with specifications for items to be constructed for this project such as typical trench sections, thrust block details, hydrant details, reinstatement details, and any key connections.

Deliverable: 75% plan and profile sheets and details.

2.1.5 Class A Cost Estimate

Cost estimates for municipal infrastructure works play a key role in successfully completing a project of this nature. With the detailed design completed, a cost estimate will be prepared for the proposed works. The cost estimate is often the basis for setting budgets and allocating funds to complete projects. If the estimate proves to be inaccurate, it can cause significant problems for those involved. In this instance, it would be too late to stop the project if the estimate provided is inaccurate. DesignPoint strives to provide accurate costs estimates including factors described below.

We are skilled in preparing cost estimates and understand how important these estimates are to our clients. To improve the accuracy of our cost estimate for this project we will carefully do takeoff quantities from our design drawings, compare the drawings to the tender documents, and if acceptable to the Municipality, can meet with a few contractors to confirm our understanding of the applicable unit rates for all the items in the project. In the past, this process of meeting with contractors to confirm unit rates has helped us vastly improve the accuracy of our estimates. We will also consider unit rates received for the recent projects completed for the Municipality.

Deliverable: A detailed spreadsheet with all the quantities, unit rates, cost of each item, and the total estimated construction cost.

2.1.6 100% Detailed Design



The 50% detail design work completed in Task 2.1.6 will be advanced to include further detail based on input from representatives from the Town and our internal review.

The 100% design drawings will receive a thorough internal quality assurance review before being issued. These drawings will then be submitted to the Town for final review.

Based on comments received from the Town we will make final revisions to the drawings such that they can be issued for 100%.

Deliverable: Updated plan and profile sheets, and project details.

2.2 ASSUMPTIONS

- Town to provide available record information or marked up drawing showing approximate pipe sizing and locations;
- Town to provide all pipe sizing;
- Existing sewer system to remain and sewer replacements are not included in scope;
- System modeling not included in scope;
- Tender documents not included in scope;
- Construction related service not included in scope;
- Geotechnical and Environmental services not included in scope; or
- NSECC Approval to Construct not required (as noted in the Part 3 of the NS Environment Regulations).

2.3 SCHEDULE

The following schedule is anticipated:

- Anticipated award: October 18, 2024;
- 75% Detailed drawings and virtual meeting with Town representatives: November 22, 2024;
- 100% Detailed drawings and Class A estimate: January 24, 2025.

We have carefully reviewed the project requirements and confirm that we can achieve the proposed target of a spring 2025 tender. Should the Town wish to revise the schedule, DesignPoint is open to discussion and will make every effort to meet the desired schedule.

3.0 TECHNICAL ABILITY / STAFF RESOURCES

The senior staff at DesignPoint are skilled with road reconstruction projects and are well-qualified to complete this project successfully. Please refer to the following appendices for a better understanding of our technical abilities:

- Appendix A – Project Sheets
- Appendix B – Resumes for Key Personnel

The following principal staff are recommended for this project:

3.1 ASSIGNED TEAM

Adam Leahy, P.Eng. – Civil Engineer and Project Manager



Adam has 9 years of experience in the municipal infrastructure engineering and land development industry, including project management and construction administration for numerous infrastructure projects. Adam will serve as the Project Manager for this project. He regularly works on public and private municipal infrastructure projects involving servicing, land development, modelling and analysis of stormwater. Adam is currently working on several infrastructure projects including Nesbitt Street in Windsor and sidewalk projects in New Ross and in Chester and will lead the infrastructure design for this project.

Adam Sketchley, P.Eng., M.A.Sc. – Civil Engineer and Quality Review



Adam will serve as the quality review representative for this project. Throughout his 12+ year career, Adam has worked on a variety of projects including hydrologic and hydraulic analyses, street and service renewals, land development, and detailed design. As a Project Manager, Adam strives to deliver successful projects with innovative solutions and consistent and clear communication with clients and other stakeholders. will attend project meetings and review engineering drawings.

Adam has worked on various infrastructure projects including water, stormwater, and wastewater systems, improvement projects, and street and service renewals. These projects range from municipal infrastructure work to large-scale master plan studies. Adam has previously been involved in several similar projects in the area, including the Alexander Street West and East projects, Highland Avenue/Churchill Street, and Avon Street. Adam is practical, methodical, flexible, and can tailor solutions to the financial, operational, and scheduling needs of a particular project. With an understanding of the varying stages of design, tendering, and construction management, Adam is well-suited to support this project.

4.0 PROPOSAL COST

Our cost to complete the Engineering Design Services for this project as described above is **\$18,157+ HST** and is shown in the detailed breakdown included in Appendix C.

5.0 PROJECT INSURANCE INFORMATION

Appendix D includes our insurance certificate.

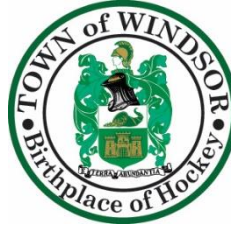
APPENDIX A – PROJECT SHEETS

PROJECT: HIGHLAND AVENUE AND CHURCHILL STREET – ENGINEERING DESIGN SERVICES

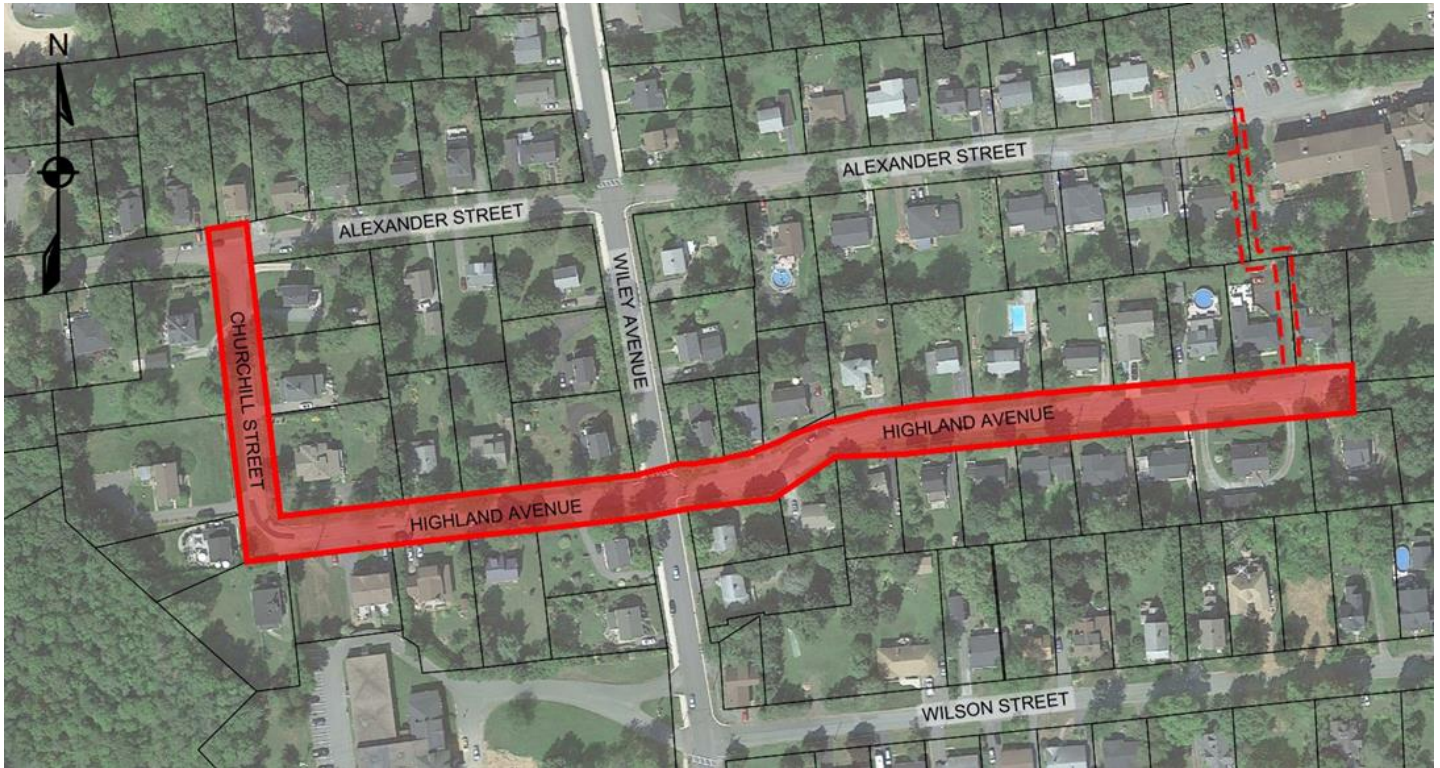
Windsor, Nova Scotia

Client: Town of Windsor

Todd Richard: (902.798.8391)



DESIGNPOINT
engineering • surveying • solutions



Project Scope

The Town of Windsor retained DesignPoint for the detailed design of the replacement of underground sewer and water services and roadway surface structures on Highland Avenue and Churchill Street approximately 530 m in total length. This included new water main connecting to the existing Alexander Street stub installed through two existing easements from Highland Avenue to Alexander Street.

Project Services

The Town of Windsor required detail design drawings, tender specifications, and construction support services for the replacement of watermain and sewer, and roadway reconstruction for Highland Avenue and Churchill Street.

Consultant Fee: \$27,000

Year of Completion: 2020

DesignPoint Staff and Roles on Project:

Andrew Forsythe – Project Manager & Senior Civil Engineer

Glenn Woodford – Senior Technical Advisor

Adam Sketchley – Project Engineer

Alicia Crossland – Project Administrator

Kevin Brown – Senior Surveyor

PROJECT: WINDGATE DRIVE WATER MAIN EXTENSION

Windsor Junction, Nova Scotia

Client: Halifax Water
Jonathan MacDonald (902.818.0913)



Project Scope

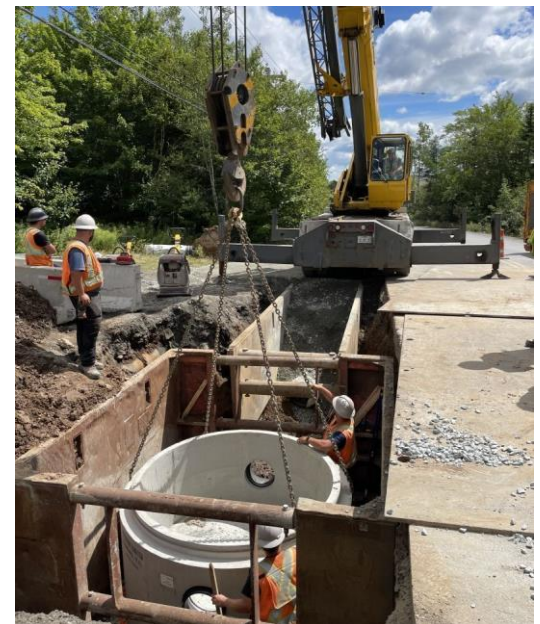
This project included engineering and surveying services for a 1.3 km extension of a 400 mmØ water main on Windgate Drive in Windsor Junction. This water main extension connected the Sackville system and the Fall River system, providing increased capacity and reliability to the water system in the Beaver Bank Junction / Fall River area.

The water main extension was installed along Windgate Drive from Ashlea Drive (where an existing 250 mmØ water main exists) to a point approximately 200 m before Rivendale Drive (where there is a 400 mmØ water main). Additionally, the new 400 mmØ water main was connected to a 200 mmØ water main on Terry Road. The design and installation included the water main, fire hydrants, air and vacuum release valve (ARV), valves for connections, and main line valves.

Project Services

This project included all engineering and survey work required from concept to final takeover and warranty period work. More specifically:

- Review of available background information;
- Topographical survey of route;
- Utility locates;
- Geotechnical sub surface investigation;
- Regulatory communications and permitting;
- Conceptual design of water main extension with pre-design report and cost estimate;
- Detail design of water main with specifications, final design report, and cost estimate
- Tender documents and required addenda and/or clarifications;
- Construction management and administration; and
- Full time inspection.



Consultant Fee: \$150,543

Year of Completion: 2022

DesignPoint Staff and Roles on Project:

Glenn Woodford – Project Manager / Senior Design Engineer
Alicia Crossland – Project Administrator
Andrew Forsythe – QA Representative
Adam Sketchley – Design Engineer
Jacob Dwyer – Engineering Technologist
Logan Grant – Civil Engineer-in-Training
Jenna Romano – Survey Technician
Brian Grace – Senior Geotechnical Engineer (while at Stantec)

PROJECT: FALL RIVER WATER MAIN

Fall River, Nova Scotia



Client: Halifax Water

Jeff McAulay (902.292.3695)



Project Scope



Halifax Water retained DesignPoint to provide design services for a water system master plan, detailed design, and construction administration and inspection for this project. This project delivered safe clean reliable drinking water and fire protection to the area that had experienced chronic potable water problems. The infrastructure included 6.5 km of large diameter water main installed in existing roads that were typically built as rural paved roads with roadside ditches. The route crosses five (5) significant watercourses, two at newly constructed precast concrete bridges, and three at culvert systems stream crossings. The watermain also crosses the Halifax to Truro CNR main line near Windsor Junction Road (Mile 17.24).

Project Services

The project required water system master planning, detailed design and tender documents, and construction administration and inspection. The project included the following tasks:

- Communication and public consultation support;
- Water system master planning including water modelling;
- Full topographic survey along the complete 6.5 km route;
- Coordination of geotechnical subsurface investigation along entire route;
- Detail design of water system (plan & profile drawings plus details) and AT trail/bikeway;
- Detail design of pressure reducing station;
- Cost estimate of infrastructure;
- Tender documents and tender support; and
- Construction administration and inspection.



Consultant Fee: \$510,000

Year of Completion: 2018

DesignPoint Staff and Roles on Project:

Glenn Woodford – Project Manager
Andrew Forsythe – Senior Engineer
Adam Sketchley – Junior Engineer
Alicia Crossland – Project Administrator

Jacob Dwyer – Engineering Technologist
Luke Sarginson – Project Surveyor
Matthew Williams – Surveyor in Training
Jeremy Wyatt – Field Inspector
Kelly Hines – Field Inspector

APPENDIX B - RESUMES

ADAM LEAHY, P.Eng.
Civil Engineer

PROFILE

Adam has gained experience during his time spent working in consulting in both Newfoundland and now in Nova Scotia. As a Civil Engineer at DesignPoint, Adam works on public and private municipal infrastructure projects involving servicing, land development, modelling and analysis of stormwater and wastewater systems, and hydraulic analysis.

EDUCATION

Clean Safe Drinking Water Workshop, Gov NL, Gander, NL (2017)
Wastewater Aeration, ACWWA, St. John's NL (2017)
Lift stations and Force Mains Course, ACWWA, St. John's NL (2017)
Bachelor of Civil Engineering Dalhousie University, Halifax NS (2015)
Diploma of Engineering Cape Breton University, Sydney NS (2013)

PROFESSIONAL AFFILIATIONS

Member, Engineers Nova Scotia
Member, Professional Engineers and Geoscientist Newfoundland and Labrador

CAREER

Civil Engineer, DesignPoint (November 2019 – Present)
Project Engineer, EXP Services Inc. (2016 - 2019)
Engineering Technician, EXP Services Inc. (2015 - 2016)

PROFESSIONAL EXPERIENCE

Land Development

Sheshatshiu Subdivision, Sheshatshiu, NL (2024): Civil Engineer for the design of a new fully serviced 33 lot residential subdivision. The scope of the project included water, wastewater (gravity system and pumping station), and storm system (open ditch and watercourse culvert design), as well as road design. Tendering, contract administration, and construction support is also included with the project.

Client: Sheshatshiu Innu First Nation.

Monarch Drive Extension, Beaver Bank, NS (2020): Civil Engineer assisted with municipal/civil detailed design for a of a cul-de-sac with single family homes.

Client: Ramar Development.

Clifton Heights, Halifax, NS (2019): Civil Engineer assisted with municipal/civil detailed design for a residential development which involved the sizing of stormwater main, a stormwater pond, and cross culverts.

Client: Armco Capital Inc.

Lantz Subdivision, Lantz, NS (2020): Civil Engineer assisting with municipal/civil detailed design for a residential development which involved the sizing of stormwater main, water mains and wastewater sewer mains.

Client: Penny Group.

Lovett Lake Estates, Halifax, NS (2020): Civil Engineer assisted with concept approval and municipal/civil detailed design for a mixed-use development which involved the sizing of stormwater main, a stormwater pond, water mains and wastewater sewer mains. Also assessed the capacity of the existing downstream sanitary system to handle additional flows from the development.

Client: Armco Capital Inc.



EXPERTISE

- Civil/Municipal Design
- Commercial and Institutional Site Design
- Engineering Drawing Preparation and Production

PROFESSIONAL EXPERIENCE CONTINUED

Commercial & Institutional Sites

Cow Bay Road Residential, Eastern Passage, NS (2021): Civil Engineer assisted with municipal/civil detailed design for a multi-unit residential development which involved site design, site servicing, and the sizing of stormwater infrastructure that recharges the water table.

Client: Jarsky.

Strongco Preliminary Design, Dartmouth, NS (2021): Civil Engineer responsible for municipal/civil detailed design for a commercial site/maintenance facility which involved site grading, site servicing, and the sizing of low impact development stormwater infrastructure.

Client: Lindsay's Construction.

Highway 277 Residential Development, Lantz, NS (2020): Civil Engineer assisted with municipal/civil detailed design for a multi-unit residential development which involved site design, site servicing, and the sizing of stormwater infrastructure.

Client: Abruzzi Properties.

Scotia Harvest, Digby, NS (2020): Civil Engineer assisted with municipal/civil detailed design for a seafood processing facility which involved the sizing of stormwater main, and a stormwater pond.

Client: Lindsay's Construction.

Amherst Solar Garden, Amherst, NS (2020): Civil Engineer assisting with municipal/civil detailed design for a solar farm facility which involved the site grading, and sizing of a stormwater pond.

Client: Natural Forces Solar.

Central Labrador YMCA, Happy Valley – Goose Bay, NL (2018-2019): Project Engineer (while at EXP Services Inc.) responsible for design and preparation of design drawings and specifications for an institutional site. Work included site design, storm collection and retention design, and coordination with the design-build team from the proposal stage through to construction.

Client: Pomerleau (Design-Build).

Blackmarsh Centres, St. John's, NL (2019): Project Engineer (while at EXP Services Inc.) responsible for the design and preparation of design drawings for a commercial site containing a gas station and two quick service food restaurants. Work included preliminary field surveys, design, and consultations with the city and tenants.

Infrastructure Design / Analysis

Highway 12 Sidewalks, New Ross, NS (Ongoing): Civil Engineer involved in the design of a new sidewalk connecting the community to the nearby fair ground. The sidewalks included a concrete surface, grassed boulevards between the travel way and sidewalk, along with concrete ramps and rapid flashing beacons at crosswalk locations. A new stormwater sewer system was also required to replace the existing open ditch for the sections of new sidewalks. A small retaining wall was also required.

Client: Municipality of Chester.

Old Trunk 3 Sidewalks, Chester, NS (Ongoing): Civil Engineer involved in the design of a new sidewalk connecting Chester Connection Trail with the main route through the community. The sidewalks included a concrete surface, grassed boulevards between the travel way and sidewalk, concrete ramps at crosswalk locations, and concrete retaining walls with handrails. Due to the lack of stormwater infrastructure in the area a new stormwater sewer system was also required for much of the new sidewalk.

Client: Municipality of Chester.

Dayton, Hebron, and Port Maitland Sidewalks, Yarmouth, NS (2021): Civil Engineer involved in the design of three sections of new sidewalk. The sidewalks included an asphalt or concrete surface, grassed boulevards between the travel way and sidewalk, and concrete ramps at crosswalk locations. A new stormwater sewer system was also required to replace the existing open ditch for the sections of new sidewalks.

Client: Municipality of the District of Yarmouth.

PROFESSIONAL EXPERIENCE CONTINUED

Silversands Watermain Extension, Cow Bay Rd, NS (Ongoing): Lead Civil / Municipal Engineer responsible for the preliminary design, detailed design, cost estimate, and tender phases for a small water system in Eastern Passage known as the Silversands. This system consists of wells, pumps, a water treatment system, and water pipes in existing HRM streets. The system currently services 44 homes on Cow Bay Road, Spruce Drive, and Silver Court. Due to several regulatory issues, the system is becoming increasingly difficult to manage. This watermain is part of the Regional Halifax Water Lake Major system and is on the Eastern Passage-Woodside low zone with an HGL of 260 – 270 ft. The primary objective of this project is to decommission the Silversands water system by extending the 300mm watermain along Cow Bay and Dyke Road for approximately 1,700m and make the connection to the Silversands pipe network. A small section of new watermain at the beginning of Spruce Drive connecting to the existing system is also part of the project.

Client: Halifax Water.

Bilijk, (Kinsclear), NB (Ongoing): Project Manager and design Engineer for the design of a 650m water and wastewater replacement project in the Kingsclear First Nation. The scope of the project included survey, and water system and wastewater system design. Tendering, contract administration, and construction support is also included with the project.

Client: Atlantic First Nation Water Authority

Centennial Drive Culvert Replacement, Windsor, NS (2023): Civil Engineer assisting with municipal/civil design the replacement of a watercourse culverts. As part of this work, developing a hydraulic model to determine required culvert sizes and geometries and to minimize flooding extents. Client: West Hants Regional Municipality.

Town of Bridgewater Inflow & Infiltration Plan, Bridgewater, NS (2020): Civil Engineer responsible for the study of existing sanitary sewer system to identify and quantify sources of inflow and infiltration.

Client: Town of Bridgewater.

2018-2019 Street Upgrading Program, Conception Bay South, NL (2017-2019): Project Engineer (while at EXP Services Inc.) assisted with the design, production of design drawings, and inspection services for the rehabilitation of 25+ existing roads throughout the Town. The work included various new concrete sidewalks with both signalized and non-signalized crosswalks, new major and minor storm collection systems, and removal and replacement of existing road structures. Adam has also been involved with the construction administration and management.

Client: Town of Conception Bay South.

Atlantic Drive Sanitary Sewer Replacement, Lumsden, NL (2019): Project Engineer (while at EXP Services Inc.) responsible for design, and preparation of design drawings of a sanitary sewer replacement. Work included preliminary fieldwork and consults with the Town, coordination with regulatory bodies, and cost estimates.

Client: Town of Lumsden.

Cumberland Crescent Storm Sewer Replacement, St. John's, NL (2017-2019): Project Engineer (while at EXP Services Inc.) assisted with the design, preparation of design drawings, and construction inspection for this project. The existing storm sewer was collapsed and near the watermain and sanitary sewer. This included 500m of new HDPE storm sewer, and all appurtenances and associated connections to provide domestic and storm collection for the residential area.

Client: City of St. John's.

UIC Waterline Replacement, Upper Island Cove, NL (2019): Project Engineer (while at EXP Services Inc.) responsible for design, and preparation of design drawings for small diameter waterline replacement within narrow roadways. Work included preliminary fieldwork and consults with the Town, coordination with regulatory bodies, and cost estimates.

Client: Town of Upper Island Cove.

Ferryland Water Treatment Plant, Ferryland, NL (2018-2019): Project Engineer (while at EXP Services Inc.) assisted with design, and preparation of design drawings for the construction of a treatment building and the demolition of the existing treatment chamber. Work included preliminary fieldwork and consults with treatment system suppliers, coordination with regulatory bodies, and cost estimates.

Client: Town of Ferryland.

Yard 3 Wells and Treatment Building, Wabana, NL (2018-2019): Project Engineer (while at EXP Services Inc.) assisted with design, and preparation of design drawings for the installation of two new drilled water wells, treatment building and the demolition of the existing building and wells. Work included preliminary fieldwork and consults with treatment system suppliers, coordination with regulatory bodies, and cost estimates.

Client: Town of Wabana.

PROFESSIONAL EXPERIENCE CONTINUED

Spaniard's Bay Sewer Twining, Spaniard's Bay, NL (2016-2017): Civil Engineer-in-Training (while at EXP Services Inc.) assisted with the design and design drawings for the construction of a new sewer main to eliminate surcharging and to provide increase capacity for a future business park.

Client: Town of Spaniard's Bay.

St. Anthony Water Transmission Main, St. Anthony, NL (2016-2017): Civil Engineer-in-Training (while at EXP Services Inc.) assisted with the design and design drawings for the construction of a new water transmission main providing an increase in pressure and flow for future development.

Client: Town of St. Anthony.

Multi Year Capital Works - Road Upgrading, Various Towns (2016-2019): Project Engineer (while at EXP Services Inc.) assisted with the design and design drawings for various road rehabilitations. Responsible for preliminary field work, design, construction administration, and inspection.

Clients: Town of Spaniard's Bay, Town of Bryant's Cove, Town of Upper Island Cove, Town of St. Anthony, & Town of Portugal Cove – St. Philip's.

ADAM SKETCHLEY, M.A.Sc., P.Eng.

PRINCIPAL - Civil Engineer

PROFILE

Adam has gained municipal engineering experience in both Alberta and Nova Scotia. As a Civil Engineer, Adam specializes in civil/municipal design. At DesignPoint, Adam works with the team on both private and public projects involving servicing, land development, modelling and analysis of stormwater and wastewater systems, hydraulic analysis, construction management, and project management.

EDUCATION & TRAINING

Lift Stations and Forcemains, ACWWA, Halifax, NS (2018)
A/E/C Project Management Course, PSMJ Resources Inc., Chicago, IL (2018)
Introduction to InfoWater, Innovyze, Halifax, NS (2018)
Introduction to InfoWorks ICM SE, Innovyze, Halifax, NS (2018)
Master of Applied Science, Civil Engineering Dalhousie University, Halifax NS (2014)
Bachelor of Engineering, Civil Dalhousie University, Halifax NS (2013)

PROFESSIONAL AFFILIATIONS

Member: Engineers Nova Scotia, Professional Engineers and Geoscientists of Newfoundland & Labrador, American Water Works Association

CAREER

Principal, Civil Engineer, DesignPoint (2019 – Present)
Civil Engineer, DesignPoint (2016 - 2019)
Engineer in Training, DesignPoint (2014 - 2016)
Project Coordinator, Dexter Construction (2012)

PROFESSIONAL EXPERIENCE

Hydraulic Flood Analysis

Sackville River Mitigation Planning Study, Sackville, NS (2020): The Sackville Rivers system has experienced flooding problems historically. To combat this risk, HRM conducted studies to model the watershed. During the third phase of this project, Adam acted as the Design Engineer and Assistant Project Manager, helping to update an existing hydrologic/hydraulic model to incorporate flood risk mitigation recommendations and determine updated floodplain mapping. The project involved the development of flooding mitigation strategies along the river. Adam was involved in a feasibility review of mitigation measures, cost estimates, and preparation of the project report.

Client: Halifax Regional Municipality.

West Hants Recreational Facility Flood Study, Windsor, NS (2019): Civil Engineer responsible for reviewing existing literature regarding flooding in the area surrounding a proposed recreational facility. Research covered flooding due to relative sea level rise and storm surge as well as inland flooding. The facility in question was upstream of an aboiteau which discharges into the Minas Basin, resulting in inland drainage routes which are dependent on sea level in the basin. The effects of a dyke breach to the site were also investigated during this study.

Client: Municipality of the District of West Hants.

Various Bridge Hydraulic Projects, NS/NL: Civil Engineer responsible for the hydrologic and hydraulic modelling of various watercourses to determine the peak flows and water levels at the existing bridge and under various replacement options. Work included regression analysis, allowances for climate change, options analysis, and HEC-RAS modelling.

Client: Harbourside Engineering.



EXPERTISE

- Civil/Municipal Design
- Engineering Drawing Preparation and Production
- Stormwater/Wastewater System Analysis
- Hydrologic/Hydraulic Design

PROFESSIONAL EXPERIENCE CONTINUED

Infrastructure Analysis

Bridgewater Inflow & Infiltration Study, Bridgewater, NS (2020-2021): Civil Engineer responsible for the review of the wastewater system owned and operated by the Town of Bridgewater. The Town was experiencing high flows in the system during wet weather and hired DesignPoint to identify and quantify stormwater loading on the system. Sources of inflow and infiltration were identified through site investigations during wet weather and approximately quantified with a SewerCAD model. The hydraulic and hydrologic model incorporated both wastewater and stormwater flow in the system and was calibrated based on flow data and pumping station runtime data. Adam was involved in project management, site investigation, system modelling, reporting, and presenting results to Council.

Client: Town of Bridgewater.

Colchester Capacity Study, Colchester, NS (2023-Ongoing): The Municipality of Colchester maintains and operates water and wastewater systems throughout the Municipality. DesignPoint was retained to review the available capacity of four of the wastewater systems and two of the water systems. Proposed system upgrades were identified in locations with upcoming developments in order to service the future population. Adam served as the project manager for this project and was deeply involved in each stage of the project, leading the analysis and reporting of each system.

Client: Municipality of Colchester.

Antigonish I&I Study, Antigonish, NS (2018): Civil Engineer involved with the review of the I&I situation within the Town of Antigonish and the outlining areas that are served with the sewer system. Duties included meeting with the Town to review the existing data, site visits to areas identified with high I&I rates during wet weather events, analysis of flow data, and preparation of report identifying a list of I&I reduction measures and recommendations to remove the I&I from the system.

Client: Town of Antigonish.

Springhill Institution I&I Study, Springhill, NS (2020): Civil Engineer. During wet weather, higher than average flows were observed at the Springhill Institution treatment plant when compared to similar institutions. PSC and CSC staff identified significant flow increases during wet weather and that sanitary flows were higher per inmate housed than are typically found in CSC facilities. The project required field investigation and I&I assessment, including creation of a site-specific health and safety plan, review / inventory of background information, preliminary site assessment, written summary of background information and preliminary site assessment, site I&I investigation including smoke testing and video pipe inspections, review of flow data, report including the identification of sources of I&I recommended methods to reduce the effects of I&I on the system; and cost estimates for system repairs.

Client: Public Services & Procurement Canada.

Infrastructure Master Plan, Halifax, NS (2017): Civil Engineer involved with the compilation of existing WaterCAD models, comparison and integration with GIS records, development of various model scenarios, calibration of model to match recorded demands, development of future loading scenarios, and report summarizing results. This project included master infrastructure planning and engineering consulting services to complete an Infrastructure Master Plan for water and wastewater infrastructure. The plan set the Halifax Water regional corporate infrastructure strategy for providing distribution and collection of water and wastewater over the next 30-year planning period. The Infrastructure Master Plan identified the optimal servicing strategy for Halifax Water to accommodate the infrastructure investment drivers of growth, regulatory compliance, and asset renewal over the planning period, and a strategic plan for the optimization of the systems operability and performance.

Client: Halifax Water.

Sanitary Stormwater Master Plan, Bridgewater, NS (2017): Civil Engineer responsible for the development of a sanitary and stormwater master plan for the Town of Bridgewater. Like many towns, Bridgewater operates aging sanitary sewer systems. This masterplan was completed with the goal of identifying opportunities to improve the operation and environmental impact of the system. Adam performed drawdown testing on existing pumping stations, calculations for existing and proposed sanitary loading, analysis of portions of the system in SewerCAD, drawing preparation, and report preparation. This master plan was used to develop future design projects within the Town to implement the study's recommendation with the goal of improving the system for both current and future needs.

Client: Town of Bridgewater.

PROFESSIONAL EXPERIENCE CONTINUED

Ellenvale Run Retaining Wall Assessments, Dartmouth, NS (2016): An existing watercourse in Dartmouth had been encroached upon during development with retaining walls which had begun to fail. Along with wall failure, the existing channel and culverts did not have sufficient hydraulic capacity and flooding was an issue. Adam was the civil engineer working with senior personnel to complete an assessment of a deteriorating man-made channel. Work included detailed hydraulic and hydrologic modelling, drawing preparation, cost estimates, channel inspection, and preparation of a report to be used as the basis for detailed design. The findings and recommendations resulting from this project lead to design and construction projects which are being completed to rehabilitate the channel.

Client: Halifax Water.

New Germany I&I Mitigation, New Germany, NS (2015): Civil Engineer-in-Training and Field Inspection. Work included the study of existing sanitary sewer system to identify and quantify sources of inflow and infiltration, prepare designs for remediation measures to reduce peak wet weather flows, and monitored runtime data to identify high flows corresponding to rainfall.

Client: Municipality of the District of Lunenburg.

Infrastructure Design

Maynard Lake and Clement Street Wetland Separation, Dartmouth, NS (2023-Ongoing): Project Manager responsible for the design of a combined system separation project in Dartmouth, Nova Scotia. A large wetland, a lake, and existing overland drainage infrastructure enter a combined system, adding significant stormwater to the system. This system currently experiences surcharging and overflows and the amount of stormwater which reaches the treatment plant decreases treatment quality. DesignPoint was retained by Halifax Water to provide topographic survey, geotechnical services, preliminary design, system modeling, detailed design, cost estimates, tender phase services, and construction phase support for the sewer separation of the Maynard Lake and Clement Street wetland areas. The project includes large diameter combined and storm systems in existing residential streets and through easements. Adam is involved in overseeing the progress of the project with a focus on developing a constructable design which will remove stormwater from the system. Construction sequencing and maintaining of services is a focus of the project to improve constructability.

Client: Halifax Water.

Port Wallace Transmission Main, Dartmouth, NS (2023-Ongoing): Project manager responsible for the design of a transmission main as part of the larger Port Wallace Utility Corridor project. The project includes approximately 1,650 m of 600-750mm water transmission main, 400 m of which is twinned. Work included layout of water main, connection details to existing PCCP mains, and detailed construction sequencing. When complete, the project will form part of a key transmission link servicing Burnside, Port Wallace, and the Waverley Road area.

Client: Halifax Water.

Port Wallace Utility Corridor, Dartmouth, NS (Ongoing): Project Manager overseeing the design of a utility corridor approximately 2.1 km long which includes twin force mains, the replacement of a wastewater pumping station, and a gas man. Transmission main infrastructure along the route is being designed under separate contract. This utility corridor travels along existing residential streets, through a campground parking lot and provincial park, across a new bridge over a canal, and across a 100-series provincial highway. Also included in this project is geotechnical investigation and topographic survey work. Adam has been involved in the design of linear infrastructure for the project including temporary water and construction sequencing plans indicating how to maintain service to existing customers in the area.

Client: Port Wallace Holdings Ltd.

Bridgewater Business Park Connector, Bridgewater, NS (Ongoing): Civil Engineer responsible for the design of municipal infrastructure to be constructed as part of a business park extension in Bridgewater. DesignPoint is working for the Town to design wastewater, stormwater, and water infrastructure to service new phases of the business park. Adam has been involved in the analysis of flow and demand from the future park, reporting, and detailed design of the infrastructure. This project integrates with various NSDPW projects including a new underpass and street construction.

Client: Town of Bridgewater.

PROFESSIONAL EXPERIENCE CONTINUED

Windgate Water Main Extension, Fall River, NS (2020-2022): Civil Engineer responsible for the design of 1.5 km of ductile iron water main, preparation of design drawings and tender documents, and construction management. DesignPoint was retained by Halifax Water to provide survey and engineering services for a new water connection along Windgate Drive. Adam was involved with all stages of design for the project, the inspection by the engineer of record, and construction administration and management. Work included the layout of water main and a meter chamber in an existing street, coordination with regulatory bodies, cost estimation, reporting, and construction management services.

Client: Halifax Water.

Lantz Wastewater Infrastructure Replacement, Lantz, NS (2020-Ongoing): Project Manager involved with the detailed design of wastewater infrastructure in Lantz, NS. DesignPoint is working with the Municipality to design a replacement wastewater main to improve service to existing residents and support growth in the area. This project involves an analysis of the current and future tributary flows to the proposed gravity sewer as well as a detailed evaluation of an existing pumping station. Design has been advanced for pumping station upgrades and the gravity sewer. Adam will continue to work on the tendering and construction management and review of this project.

Client: Municipality of East Hants.

Burgess Road Water & Wastewater Replacement, Shubenacadie, NS (2020-2021): Civil Engineer involved with the detailed design of sewer, water, and road reconstruction on an existing rural residential road in Shubenacadie, NS. Sewer and water infrastructure needed replacement and DesignPoint was retained to provide the engineering and surveying services for the Municipality. Work included preparation of engineering design drawings, tender package, and construction support services.

Client: Municipality of East Hants.

Highway 215 Water Main Replacement, Shubenacadie, NS (2020-2021): Civil Engineer involved with the detailed design of water infrastructure and road reconstruction on an existing rural residential road in Shubenacadie, NS. The water main along Highway 215 required replacement and the Municipality hired DesignPoint to complete the survey, design, tender, and construction review for the project. Work included preparation of engineering design drawings, tender package, and construction support services.

Client: Municipality of East Hants.

Victoria Road Water Main Replacement, Lunenburg, NS (2023): Project manager responsible for the design and construction review of a water main replacement in Lunenburg. The Town retained DesignPoint to complete survey, detailed design, tender documents, and construction review and administration for this project. The water main in the area was in poor condition and required replacement to provide service to the area. Adam was involved in all aspects of detailed design and construction administration for the project. Work included a constructability review of the site and regular communication with both the Town and contractor.

Client: Town of Lunenburg

Albro Lakes and Wyse Road Separation, Dartmouth, NS (2020-2023): Civil Engineer involved with the detailed design for a sewer separation project within the Albro Lakes and Wyse Road area in Dartmouth, NS. The removal of stormwater from the combined sewers tributary to the Jamieson Street combined sewer overflow will provide additional capacity, as well as a reduction in discharges to the environment. DesignPoint was retained to provide topographic survey, preliminary design, system modeling, detailed design, cost estimates, tender phase services, and construction phase support. Adam has been involved in the analysis and modelling of stormwater and wastewater flows to the system, reporting, design, estimation, tender support, and construction management for the project. During construction, Adam was deeply involved in construction review and management of claims and change orders as part of the work.

Client: Halifax Water.

Barney's Brook Forcemain Replacement, Barney's Brook, NS (2018): Civil Engineer involved in the detailed design of the replacement of an aging and failing existing wastewater forcemain. The existing forcemain was upsized to accommodate future development. The work included an assessment of future land use planning, topographic survey, and hydraulic verification of forcemain sizing.

Client: Municipality of East Hants.

PROFESSIONAL EXPERIENCE CONTINUED

Ellenvale Watercourse Rehabilitation Phases 1-5, Dartmouth, NS (2017-2023): Civil Engineer involved with the design and construction services of a retaining wall reconstruction project along a watercourse which had been rerouted by previous construction. Existing residences abutting the watercourse limited the available construction area. The watercourse is a fish habitat, and the reconstruction required several approvals from various agencies. A concrete channel liner with a stone substrate specifically designed to mimic the pre-existing conditions was used to replace the existing walls. Duties include drawing preparation and review, hydraulic modelling, tender document preparation, cost estimation, and construction administration and management.

Client: Halifax Water.

Fall River Water Main Extension, Fall River, NS (2017): Civil Engineer responsible for design of 6.5 km of ductile iron water main and preparation of design drawings. Work included layout of water main and PRV chamber in an existing street, public consultation, coordination with regulatory bodies, crossing of CN rail line, and cost estimation. DesignPoint was retained by Halifax Water to provide engineering services for a water-only service extension to properties in the Fall River area. The project included approximately 6.5 km of new water main. The project consisted of the installation of new water main, hydrants, and all appurtenances and associated connections to provide domestic and fire flows for residential, industrial, commercial, and institutional uses in the identified service area. In conjunction with, and in support of the water system extension, a key project deliverable was the completion of a Water Infrastructure Master Plan for the Fall River Water Service Area, the boundary of which was to be established by HRM.

Client: Halifax Water.

Belcher Street Sidewalk Replacement, Kentville, NS (2018): Civil Engineer for the detailed design of approximately 850m of asphalt sidewalk on the north side of Belcher Street from Oakdene Avenue to Mee Road. Work included detailed design drawings and tender specifications.

Client: Town of Kentville.

Lantz Transmission Main, Lantz, NS (2017-2018): To increase the performance and reliability of the local water system, the Municipality retained DesignPoint to design, tender, and review installation of a new transmission main. For this work, Adam was the Civil Engineer responsible for the design of 2.5 km of PVC water main and preparation of design drawings. Work included layout of water main, coordination with regulatory bodies, crossing of a large watercourse, cost estimates, construction administration, and coordination with field inspectors.

Client: Municipality of East Hants.

Nesbitt Street (South) Services and Street Renewal, Windsor, NS (2023-Ongoing): Project Manager responsible for the design of sewer and water replacements as well as street reconstruction and pedestrian connections in Windsor, NS. The existing street has a narrow right of way with existing homes in close proximity. Adam is responsible for overseeing all aspects of the project and is involved with the design of all municipal and street design components of the project.

Client: West Hants Regional Municipality.

King Street Parking Enhancement, Windsor, NS (2023-2024): Project Manager responsible for the design of street improvements to create additional parking for the surrounding business district in Windsor, NS. The project also includes the design of separate storm and sanitary sewers in the area which will replace an existing combined sewer system. The existing street includes challenging grading and existing structures with little setback from the public right of way. Adam is responsible for overseeing all aspects of the project and is involved with the design of all municipal and street design components.

Client: West Hants Regional Municipality.

Highland Avenue and Churchill Street Services and Street Renewal, Windsor, NS (2018-2019): Civil Engineer involved with the detailed design of sewer, water, and road reconstruction of two existing residential streets in Windsor, NS. Work included preparation of engineering design drawings, tender package, design report, and review of construction impacts on adjacent properties.

Client: Town of Windsor (now West Hants Regional Municipality).

PROFESSIONAL EXPERIENCE CONTINUED

Alexander Street (East and West) Services and Street Renewal, Windsor, NS (2017-2018): Civil Engineer involved with the detailed design of sewer, water, and road reconstruction of an existing residential street in Windsor, NS. Work included preparation of engineering design drawings, tender package, design report, and review of construction impacts on adjacent properties.

Client: Town of Windsor (now West Hants Regional Municipality).

Chester Avenue Upgrade, Kentville, NS (2015): The Town of Kentville needed to reconstruct a major road complete with municipal services. As an Engineer-in-Training, Adam was involved in the design, and construction tender, review / administration for street reconstruction of Chester Avenue. Work included assisting in drawing production and grading plans for the various street sections, servicing design, stormwater modelling, construction inspection, and contract administration.

Client: Town of Kentville.

Land Development

The Links at Brunello, Timberlea, NS (2020-Ongoing): Project Manager responsible for conceptual and detailed design, approval acquisition, construction review services, and project takeover for multiple phases of the Links at Brunello development. DesignPoint was retained to advance several phases of this project and has seen multiple phases through design and construction. Currently, Adam has been involved in Phases 3-15 and is working with Brunello to review master servicing, development agreement compliance as well as the design and construction stages of each phase. The proposed roads will be fully serviced with curb and gutter, sidewalks, water, wastewater, and stormwater systems.

Client: The Links at Brunello.

Green Acres, Spryfield, NS (2015-Ongoing): Civil Engineer involved in the design of a 980-unit subdivision in HRM and responsible for drawing production, modelling, and approvals. Work includes conceptual road and lot layout; design of road geometry; layout of sanitary sewer, storm sewer, and water main; design of storm water system and ponds; site grading; and cost estimates. Adam also participated in the review of the water system modelling and wastewater system assessment.

Client: Armco Capital Inc.

Seton Ridge Development Phase 1 & 2, Halifax, NS (2019-Ongoing): Civil Engineer. DesignPoint was retained by Southwest Properties for the assistance with the planning approval process with HRM, detailed design, and construction support of a mixed-use subdivision development including single family homes, multi-use apartment/condominium uses, commercial uses, active transportation facilities, and community parks. The development will be fully serviced with curb and gutter, sidewalks, water, wastewater, and stormwater systems.

Client: Southwest Properties.

Elmsdale Business Park, Elmsdale, NS (2018): Civil Engineer for the detailed design of the water system, sanitary sewer, road system, and lot layout for the next phase of the Elmsdale Business Park (approximately 14 acres). DesignPoint provided topographic and legal survey, detailed design, tendering services, and construction inspection and administration.

Client: Municipality of East Hants.

Hines Road Autoport Expansion, Eastern Passage, NS (2018): Civil Engineer responsible for the detail design of the 24-acre Autoport expansion project. Design included site planning and grading design for Phase 1 and 2.

Client: Armco Capital Inc.

Long Lake Village Phase 4 and 5, Halifax, NS, (2017): Civil Engineer that participated in the wastewater system assessment, water modelling, Phase 5 detailed design, acquiring approvals, working with regulatory agencies, managing accelerated schedules, and construction review and administration. The downstream wastewater system assessment included field verification of critical pipe connections, calculating anticipated flows to each section of the downstream wastewater system, calculating the pipe capacity for each relevant pipe run, and modelling hydraulic gradelines for critical pipe runs. Adam also participated in the review and modelling of the water system (using Bentley's WaterCAD).

Client: Atlantic Developments Inc.

PROFESSIONAL EXPERIENCE CONTINUED

Kentville Business Park, Kentville, NS, (2017): Civil Engineer responsible for the detailed design for a 40-acre expansion of the Kentville Business Park. Detailed design included urban industrial road design as well as storm, sanitary, and water system design. Adam also participated in development and modelling of the water system (using Bentley's WaterCAD).

Client: Town of Kentville.

Briarwood Development, Spryfield, NS (2014-Ongoing): Civil Engineer involved with the concept plan and detailed design (currently underway) for a 50-acre residential development in Spryfield, NS. The development will be fully serviced with water, sanitary, and storm systems including curb and gutter.

Client: United Gulf Developments.

Digby Industrial Park, Digby, NS (2016): Engineer-in-Training responsible for the downstream sanitary capacity analysis and pump station review for the Digby Industrial Park servicing review. Adam also completed cost estimates for the proposed servicing and upgrades.

Client: Municipality of the District of Digby.

McCabe Lake Indigo Shores Phase 4 and 5, Middle Sackville, NS (2016): Engineer-in-Training responsible for the detail design of the latest phase of a large unserviced subdivision in Sackville. Responsible for overseeing drawing productions and stormwater management design.

Client: Armco Capital Inc.

Carriagewood Estates Subdivision Development, Beaver Bank, NS (2014-2015): Engineer-in-Training responsible for capacity analysis of existing wastewater infrastructure (gravity sewer, force mains, and pumping station) for a 250-unit development and for the detailed design of the streets and services for a 40-unit phase of the development.

Client: Mo-Par Developments.

PUBLICATIONS

Sketchley, A., Barnes, C., and Newhook, J. (2014). Modeling Reinforced Concrete Bridge Decks as Conductive Media for GPR-Based Condition Evaluation. CSCE 4th International Structural Specialty Conference. Halifax, Nova Scotia.

APPENDIX C – PROPOSAL COST

Project Fee Table

Middleton - School Street Water Main Replacement

October 2024



	Project Unit Rate	\$125	\$180	\$100	\$170	\$175	\$0.90	\$1	
	Staff/Position	ATL	AJS	Eng. Tech	LJS	Survey Crew	Mileage (km)	Other	Total
	Total Hours	39	16	70	4	12	580	100	
Project Task									
2.1.1	Initial Site Visit	5	5				290		\$1,786
2.1.2	Startup Meeting	2		4					\$650
2.1.3	Topographic Survey			6	4	12	290	100	\$3,741
2.1.4	75% Detailed Design	16	6	40					\$7,080
2.1.5	Class A Cost Estimate	8	1						\$1,180
2.1.6	100% Detailed Design	8	4	20					\$3,720
Totals		\$4,875	\$2,880	\$7,000	\$680	\$2,100	\$522	\$100	\$18,157

Staff Resources

Adam Leahy - ATL - Civil Engineer and Project Manager
 Adam Sketchley - AJS - Senior Civil Engineer and Quality Review
 Luke Sarginson - LJS - Land Surveyor

HST (15%) \$2,724
Total (incl. HST) \$20,881

APPENDIX D - PROJECT INSURANCE INFORMATION



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS		2. INSURED'S FULL NAME AND MAILING ADDRESS	
To Whom It May Concern		DesignPoint Engineering & Surveying Ltd.	
		90 Western Parkway, Suite 500	
	POSTAL CODE	Bedford NS	POSTAL CODE B4B 2J3

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY <input type="checkbox"/> WAIVER OF SUBROGATION <input type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input type="checkbox"/> <input type="checkbox"/>				COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		
				MEDICAL PAYMENTS		
				TENANTS LEGAL LIABILITY		
				POLLUTION LIABILITY EXTENSION		
<input type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES				NON-OWNED AUTOMOBILES		
				HIRED AUTOMOBILES		
				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> Excess E&O	Beazley Canada Limited 1010836447	2023/10/01	2024/10/01	EACH OCCURRENCE		
				AGGREGATE		3,000,000
				PER CLAIM		3,000,000
OTHER LIABILITY (SPECIFY) <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/>	AXIS Reinsurance Company (Canada Branch) CTN/626104/01/2023	2023/10/01	2024/10/01	PER CLAIM	50,000	2,000,000
				AGGREGATE LIMIT	50,000	2,000,000

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS		7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (Commercial General Liability- but only with respect to the operations of the Named Insured)	
Arthur J Gallagher Canada Limited		N/A	
169 Enterprise Boulevard			
Markham	ON	POSTAL CODE L6G 0E7	
BROKER CLIENT ID:			POSTAL CODE

8. CERTIFICATE AUTHORIZATION		CONTACT NUMBER(S)	
ISSUER Arthur J. Gallagher Canada Limited	AUTHORIZED REPRESENTATIVE Laura Stewart	TYPE Phone NO. 905-479-6670	TYPE NO.
		TYPE Fax NO. 905-479-9164	TYPE NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>Laura Stewart</i>		DATE 2023/10/02	EMAIL ADDRESS

October 9, 2024

Adam Verran
Director of Public Works
Town of Middleton
131 Commercial Street
Middleton, NS B0S 1P0

Dear Adam:

Subject: School Street Watermain Replacement

The attached Offer for Engineering and Consultancy Services outlines the scope, approach to be used to complete the project, the deliverables and our commercial offer.

Hatch Ltd. (Hatch) offers to perform the work outlined in this Offer for Engineering and Consultancy Services in accordance with the attached Hatch Standard Terms and Conditions on a Lump Sum plus Expenses basis for an estimated fee of **\$19,210.00 + HST**, which is comprised of Hatch's \$13,225.00 Lump Sum Fee and an estimated Survey Subconsultant cost of \$5,700.00 + 5% markup. This letter, the Offer for Engineering and Consultancy Services and the Hatch Standard Terms and Conditions form the whole agreement between Town of Middleton and Hatch.

If this offer is acceptable to the Town of Middleton, please sign the attached Acceptance and we can mobilize the team to start to undertake this work for you. If you would like to meet with me to clarify and further discuss any aspect of this offer, please call me at 902 332 3609.

Yours faithfully,



Jeffrey Theriault, P.Eng.

JT:jt
Ref.: P083507 Middleton - School Street Watermain (2)
Attachment(s)

cc: Corrina Genter
Lorne Flowers
File

OFFER FOR ENGINEERING AND CONSULTANCY SERVICES
for
School Street Watermain Replacement

October 9, 2024

Client Name:	Town of Middleton
Project Name:	School Street Watermain Replacement
Client Contact:	Adam Verran Director of Public Works
Hatch Contact:	Jeffrey Theriault, P.Eng. jeffrey.theriault@hatch.com Phone: 902 332 3609
Proposal Number:	P083507, Rev. A
Estimated Start Date:	October 28, 2024
Estimated Completion Date:	February 28, 2025 (Topo Survey, Design & Tender Phase Services)
Cost Basis:	Lump Sum plus Expenses
Estimated Project Price:	\$19,210.00 + HST CAD (\$13,225.00 Lump Sum Fee for Hatch Consultant Services, plus an estimated \$5,700.00 + 5% markup Survey Subconsultant cost)

Introduction

The Town of Middleton has requested that Hatch submit a fee proposal for the design of the School Street Watermain Replacement project, including the required topographic survey.

The limits of replacement included in this project are from Main Street (Evangeline Trail) to Marshall Street (approx. 370 meters). The existing watermain is located along the west side of School Street, within the paved roadway. The Town of Middleton has expressed a desire to minimize the quantity of asphalt to be replaced therefore the aim will be to limit trench widths to only what is required to execute the watermain replacement work.

The following Scope of Work serves to outline our understanding and approach to completing this project.

Scope of Work

It is our understanding that the School Street Watermain Replacement project includes the following scope;

- Topographic survey as required to accurately capture existing conditions and locations of infrastructure and site features which may impact the watermain replacement design;
- The design for the replacement of the watermain from Main Street to Marshall Street;
- Preparation of tender ready documents and drawings.
- Support during tender phase including assisting the Town in responding to RFIs and preparation of addenda as required.

Execution Plan

Design & Tender Phase Services

- A) Project Management: Our Project Manager, Jeffrey Theriault, will be the prime client contact throughout the project. Along with leading design on the project, he will monitor progress against budget and schedule, provide regular reports via email on progress and will act as a liaison with the Town during the design review.
- B) Site Survey: Hatch will enlist the services of a local survey firm (DeWolfe & Morse Surveying Limited) to complete the required topographic survey in support of the project. Surface features that may impact the design or the execution of the watermain replacement will be surveyed including (but not limited to) curbs, gutters, pavement edges, driveways, grade breaks, signs, walls, fences, buildings, vegetation, valves covers, manholes, utility poles as well as street and park furniture. Due to the relatively flat nature of the project site, point spacing of ~10m along edges of asphalt, curbs, and sidewalks should be adequate. Added detail will be collected at the intersections (Main/School, Church/School and Marshal/School). Along with the point file, a CAD drawing with linework will be included as a deliverable. While the location of manholes and catchbasins will be surveyed, DeWolfe & Morse have advised that the Town of Middleton has an accurate inventory of sewer pipe sizes and inverts, therefore these will not be collected as part of the topographic survey. **No allowance has been made for legal survey of right-of-way boundaries.**
- C) Geotechnical Investigation: **No allowance has been made for geotechnical investigations.** Road asphalt structure reinstatement will be specified based on a standard gravel and asphalt thicknesses to be determined in coordination with Town staff.
- D) Preliminary Design: Preliminary design will be done which will present proposed horizontal and vertical alignments for the replacement watermain, along with locations of valves and fire hydrants. Coordination with locations and depths of other existing buried and surface utilities will help identify any conflicts.

- E) **Final Design:** Final design will resolve any issues with utility coordination identified at the preliminary design stage. The final design review set will be used as the basis for issue for tender drawings following Town comment.
- F) **Issued For Tender Drawings:** Hatch will provide sealed Issued for Tender drawings, tender front end and specifications for the project based on the Standard Specification for Municipal Services as published by the Joint Committee on Contract Documents. Tender services included under the lump sum will include assisting the Town in responding to questions from contractors during tendering and issuing of addenda as required.

Hatch Project Team

Jeffrey Theriault, P.Eng. – Project Manager and Senior Civil Engineer, Hatch

Jeff will undertake all responsibilities for the management of the project as well as the engineering design of the watermain replacement.

Timothy Donovan, C. Tech – Intermediate Civil Designer, Hatch

Tim will assume the role of designer for the project and will prepare all drawings and piping models in Civil3D.

DeWolfe & Morse Surveying Limited

DeWolfe & Morse Surveying Limited will be enlisted as a subconsultant for the completion of the topographic survey in support of this project.

Assumptions and Exclusions

This proposal was prepared based on the following assumptions;

- No geotechnical investigation will be conducted in support of the work;
- No allowance has been made for legal survey of the School Street right-of-way or adjacent properties.
- Existing sewer collection systems in the area have recently been relined, and will not be modified as part of this work;
- The Town of Middleton has information related to the size and depths of existing utilities including water and sewers, which will form the basis of the design;
- Allowance has been made for one site visit. Any review meetings with the Town will be done virtually.
- No allowance made for construction support. Hatch would be pleased to provide a fee proposal for construction support is required.

Proposed Schedule

Hatch proposes the following schedule to produce the required deliverables to allow for tendering during April 2025 as requested by the Town of Middleton. Our project team is ready to commence immediately upon receiving notice to proceed to meet the schedule presented herein, and we are confident that the schedule can be expedited should the Town wish to tender at an early date.

Activity	Date
Notice to Proceed	Oct 22, 2024
Topographic Survey Complete	Nov 15, 2024
66% Preliminary Design	Jan 17, 2025
95% Detailed Design Drawings & Specifications	Feb 21, 2025
Issued for Tender Drawings & Specifications	Mar 21, 2025
Tender Posting by Town	TBD – April 2025
Tender Close & Construction Award	TBD

Commercial Offer

Hatch Ltd. offers to perform the work outlined in this Offer for Engineering and Consultancy Services in accordance with the attached Professional Services Terms and Conditions for an estimated fee of \$19,210.00 + HST, which is comprised of Hatch’s \$13,225.00 Lump Sum Fee plus an estimated Survey Subconsultant cost of \$5,700.00 plus 5% markup. Fees are exclusive of taxes and adjustments for variations. Approved variations will only be performed following the execution of a change order which has been mutually agreed to by both parties.

Notwithstanding the foregoing, Project expenses incurred in connection with the performance of the Services for travel and sub-consultants will be reimbursable at cost incurred plus an administrative mark-up of 5%, in addition to the lump sum price for Services.

An overview of this offer is provided in the Table below:

Description	Price (CAD)
Engineering	\$10,780
Project Management	\$2,445
Standard General Office & IT Expenses	Included
Lump Sum Price Total	\$13,225
<i>Topographic Survey Subconsultant - Estimated Reimbursable</i>	\$5,700
<i>5% Administration Markup on Subconsultant Fees</i>	\$285
Total Lump Sum & Cost Reimbursable Expenses	\$19,210

Notes:

- Pricing is exclusive of applicable taxes
- **DeWolfe & Morse Surveying Limited has provided a fee range of \$4,900 to \$5,700 to complete the survey. Should the survey be completed in 2 days, the \$4,900 fee will apply.**

Adam Verran
Director of Public Works
Town of Middleton
October 9, 2024



This Offer for Engineering and Consultancy Services, the covering letter and the Hatch Standard Terms and Conditions form the whole agreement between Town of Middleton and Hatch.

This offer remains valid for a period of 30 days from the date of this letter.

Acceptance of Offer

Town of Middleton accepts this proposal and requests Hatch to undertake the assignment as detailed above. This Offer for Engineering and Consultancy Services, the covering letter and the Hatch Standard Terms and Conditions form the whole agreement between Town of Middleton and Hatch.

Signed on behalf of Hatch Ltd. by:

Signed on behalf of Town of Middleton by:

Name: Lorne Flowers, P.Eng.

Name: _____

Title: Principal Engineer

Title: _____

Date: October 9, 2024

Date: _____

Adam Verran
Director of Public Works
Town of Middleton
October 9, 2024



Attachment A – Professional Services Terms and Conditions

PROFESSIONAL SERVICES TERMS AND CONDITIONS – FIXED PRICE**CLAUSE 1 AGREEMENT**

1.1 Unless a written agreement is entered into, Client's acceptance of a proposal (the "Proposal"), from the Hatch company submitting the Proposal ("Hatch") or a request by Client for some or all of the services included in the Proposal, constitutes a binding contract between Client and Hatch (the "Agreement"). The Agreement incorporates and is subject to these Terms and Conditions and the terms and conditions included in the Proposal, including the description of the services to be provided by Hatch (the "Services"). If there is any conflict between the Proposal and these Terms and Conditions, the Terms and Conditions will govern. Any terms appearing on any orders or other documents produced by or on behalf of Client are excluded unless they have been specifically accepted in writing by Hatch.

CLAUSE 2 HATCH SERVICES AND RESPONSIBILITIES

2.1 Hatch will (a) perform the Services with due care, skill and diligence in accordance with the standard of care normally exercised by professionals providing similar services under similar circumstances, and (b) reperform at its cost any Services that fail to comply with this standard, provided that Hatch may instead opt to refund to Client all amounts paid in respect of such Services if it determines that reperformance is not practicable.

2.2 Hatch will comply with all applicable laws and site policies and procedures, including those relating to safety and security; but, unless otherwise agreed, Hatch is not responsible for overall site safety or security at any Client premises or the project site.

2.3 Unless otherwise agreed, Hatch can rely without verification on all information provided by Client or by third parties on behalf of Client.

2.4 Hatch will have in effect for the duration of the Services (a) workers compensation coverage in accordance with statutory requirements, (b) commercial general (or public) liability insurance (\$5,000,000 per occurrence/aggregate); and (c) automobile liability insurance (\$5,000,000 per occurrence/aggregate).

CLAUSE 3 CLIENT RESPONSIBILITIES

Client will (a) make available to Hatch all information, documents and assistance required in connection with the Services, (b) make decisions and provide approvals in a timely manner and obtain all necessary project authorisations and permits, (c) notify Hatch if it becomes aware of any matter that may change the scope, timing or complexity of the Services, (d) act reasonably and in good faith, (e) comply with applicable laws, and (f) maintain insurance to limits which are normal and customary in the circumstances and Client, on behalf of itself and its insurers, waives all rights of subrogation against Hatch for, and releases Hatch from any liability for damage to Client's property to the extent that Client is compensated for such damage under an insurance policy.

CLAUSE 4 CHANGES, INVOICING, PAYMENT AND TAXES

4.1 The Services and all costs incurred in connection with the Services will be invoiced to Client in accordance with the payment terms set out in the Proposal. Any additional

Services and all costs incurred in connection with the additional Services will be invoiced to Client either according to the payment terms set out in the Change Order, or if no Change Order has been approved, then according to Hatch's schedule of rates. Unless otherwise stated in the Proposal, (a) amounts invoiced to Client are due and payable within fourteen (14) days of receipt of invoice by Client; and (b) interest will be paid on past due amounts at the prime rate quoted by Hatch's main bank in the Jurisdiction plus 3%.

4.2 If an advance payment or security deposit amount is specified in the Proposal, such amount will be paid by Client prior to Hatch commencing the Services and will be held by Hatch as security for payment. Hatch may apply these funds against any amounts owing by Client to Hatch and will return any remaining amounts to Client upon receiving full payment for the Services.

4.3 Any prices or rates set out in the Proposal are, unless otherwise stated in the Proposal, exclusive of all taxes, duties, royalties, levies and other governmental or regulatory charges, other than taxes on payroll and Hatch's net income in the Jurisdiction. If any such taxes, duties, royalties, levies or charges are levied on or applicable to amounts payable to Hatch, they will be borne by Client and (a) if Hatch is required to pay any such taxes, duties, royalties, levies or charges, the amount of such payments will be reimbursed to Hatch by Client, and (b) if they are required to be withheld or deducted from amounts payable to Hatch, the amounts payable will be grossed up so that Hatch receives the entire amount that is due pursuant to the terms of the Agreement.

4.4 If Client disputes any portion of an invoice, it will pay those amounts that are not in dispute and notify Hatch in writing of the reasons for the dispute within 10 days of receiving the invoice. Failure to notify Hatch of the dispute within the required time will be treated as acceptance of the invoice. If it is determined that any amounts in dispute should have been paid at the time it was invoiced, then Client will promptly pay such amount, together with interest at the rate set out in Clause 4.1.

4.5 Hatch shall be entitled to a Change Order in the event of any Scope Changes and shall not be required to proceed with any change to the Services in advance of the execution by both parties of the relevant Change Order.

CLAUSE 5 LIABILITY AND INDEMNITY

5.1 To the maximum extent permitted by law and notwithstanding and superseding anything to the contrary in the Agreement:

(a) Clause 2.1(a) sets out Hatch's sole warranty respecting the Services and Clause 2.1(b) sets out Hatch's sole obligation and Client's sole remedy in connection with any breach of Clause 2.1(a) (and Client will not otherwise have any recourse against Hatch in connection with any errors or omissions in the Services);

(b) subject to Clause 5.2, the aggregate liability of Hatch arising in connection with the Agreement is limited to (i) the amount of the professional fees paid to Hatch pursuant to the Agreement up to \$100,000, plus (ii) 10% of such fees paid in excess of \$100,000; provided that in no event will Hatch's aggregate liability exceed \$1,000,000;

PROFESSIONAL SERVICES TERMS AND CONDITIONS – FIXED PRICE

(c) Hatch has no liability to Client for any losses, damages or costs that can be construed as an indirect, special, punitive or consequential losses, damages or costs; and

(d) any claim, action or proceeding against Hatch in connection with the Agreement, including any warranty claims under Clause 2.1, must be made within 12 months of the earlier of completion of the Services and termination of the Agreement.

5.2 Hatch's liability for claims or losses covered by the insurance policies referred to in Clause 2.4 is limited to the proceeds of insurance up to the amounts specified in Clause 2.4.

5.3 Client indemnifies, defends and holds harmless Hatch for any claims, actions, proceedings, liabilities, losses, damages or costs that Hatch suffers or incurs (a) in connection with the Services and which result other than from a breach of the Agreement by Hatch, (b) as a result of any breach of the Agreement by Client, (c) as a result of site conditions that were unknown to Hatch at the time of entering into the Agreement, or (d) as a result of third party use of, or reliance on, any information or deliverable provided by Hatch to Client in connection with the Services.

CLAUSE 6 USE AND OWNERSHIP OF INFORMATION

6.1 Each party retains title to all intellectual property (including all patents, trademarks, copyright, trade secrets and know how) owned or possessed by it or any of its affiliates and used by it in fulfilling its obligations under the Agreement, including any modifications or improvements made thereto ("*Background IP*"). All new and original intellectual property created by Hatch during the course of performing the Services ("*Project IP*") is the property of Hatch. Hatch grants Client a non-exclusive, non-transferable and, unless otherwise agreed, royalty-free license to use (a) any Hatch Background IP used in the performance of the Services but only to the extent required to use any deliverables provided by Hatch for the purpose for which they have been provided and (b) Project IP for any purpose whatsoever; provided that Client has no right to receive or use proprietary information or coding that is embedded in Hatch's project systems, software or electronic copies of deliverables and Client will not modify any Hatch deliverables unless it has first removed Hatch's name and logo from the deliverable.

6.2 Upon receipt of full payment for the related Services and subject to the other provisions of this Clause 6, all reports, drawings and other deliverables provided to Client by Hatch will become the property of Client.

6.3 Any information or deliverable provided by Hatch to Client in connection with the Services is provided solely for Client's use and for the specific purpose for which the Services were engaged. Unless otherwise agreed by Hatch in writing, in no case will (a) any such information or deliverable be made publicly available or used in connection with any financing, sale or investment transactions, or (b) Hatch's name be used in any of Client's public disclosure or filings.

6.4 Each party will keep confidential all Confidential Information disclosed to it by the other party; provided that (a) Hatch is able to disclose Client's Confidential Information to those persons who need to know such information for purposes that relate to the performance of the Services, (b) Client is able to disclose Hatch's Confidential Information to the extent required

in connection with the purpose for which the information was disclosed and (c) either party is able to disclose Confidential Information where it is required to be disclosed by law, provided that the receiving party immediately notified the disclosing party of the requirement to disclose and allowed the disclosing party to take reasonable steps to lawfully resist or narrow the requirement to disclose the Confidential Information. Except as specifically provided herein, neither party will acquire any right, title or interest in or to the Confidential Information of the other party.

6.5 "*Confidential Information*" means any information in any form disclosed by or on behalf of one party to the other party at any time before or after the execution of the Agreement in connection with the Services; excluding only information which (a) was at the time of disclosure or thereafter became part of the public domain through no act or omission of the receiving party, (b) became available to the receiving party from a third party who did not acquire such confidential information under an obligation of confidentiality either directly or indirectly to the disclosing party, or (c) was known to the receiving party at the time of disclosure by the disclosing party and such knowledge can be demonstrated by written records that were in existence at the time of disclosure.

CLAUSE 7 TERMINATION AND SUSPENSION

7.1 Client may suspend the Services or terminate the Agreement for its convenience on 30 days prior written notice to Hatch; provided that, if the aggregate duration of all suspensions under the Agreement exceeds 60 days, Hatch will have the right to terminate the Agreement.

7.2 Either party may terminate the Agreement immediately if anything happens to the other party that reasonably indicates that there is a significant risk that the other party is or will become unable to pay its debts generally as they come due.

7.3 Either party is entitled to terminate the Agreement on 14 days prior written notice to the other party in the event that the other party is in substantial default under the Agreement and such default has not been corrected or reasonably commenced to be corrected within 14 days following notice of such default. Hatch may, by providing 5 days prior notice to Client, suspend Services if Client is in breach of Clauses 3 or 4.

7.4 In the case of any suspension or termination of the Agreement, Client will pay Hatch for all Services provided and costs incurred up to the effective date of suspension or termination, including all reasonable demobilization costs.

7.5 Hatch makes no warranty and has no continuing obligations in respect of any deliverables that are incomplete as of the date of any termination or suspension.

CLAUSE 8 NON-SOLICITATION

Neither party will, during the term of the Agreement or for 12 months thereafter, either directly or indirectly on its own behalf or jointly with or on behalf of any other person, solicit, engage or employ any employee or independent contractor of the other party (or any of its affiliates) that has been involved in the provision of Services or with whom the party has otherwise had contact in connection with the Agreement.

PROFESSIONAL SERVICES TERMS AND CONDITIONS – FIXED PRICE

CLAUSE 9 DEFINITIONS AND INTERPRETATION

9.1 Reference to (a) “*affiliate*” means with respect to a party, one or more entities that control, are controlled by, or are under common control with, the party, (b) “*Change Order*” means a written agreement between the parties amending the terms of the Agreement, including price and schedule, to the extent fair and reasonable in the circumstances as a result of a Scope Change, (c) “*costs*” means any and all costs and expenses, including reasonable legal fees, (d) “*force majeure*” means acts of God, strikes, lockout, other industrial action, war or civil disturbance, terrorism, unusually inclement weather, storm, flood, earthquake, lightning, fire, explosion, nuclear or radioactive contamination, epidemics or pandemics, governmental action or inaction, extraordinary market conditions affecting the availability of labour, late or inadequate execution of work or supply of goods by third persons and any other event beyond the reasonable control of the affected party, (e) “*Hatch’s schedule of rates*” means Hatch’s standard hourly rates and reimbursable charges as notified by Hatch from time to time, provided that any changes to the schedule of rates will be communicated to Client before they take effect and will not occur more than once every six months, (f) “*liability*” includes any and all liability whatsoever, whether arising under the law of contract, tort (including negligence), equity, statute or otherwise, whether arising in connection with the performance or non-performance of the Services or otherwise in connection with the Agreement and whether to Client or other persons, and “*liable*” has a corresponding meaning, (g) “*Scope Changes*” means (i) any change to the Services, or (ii) any other event or circumstance that is outside of Hatch’s control and impacts the timing or sequencing of, or work effort required by Hatch to complete, the Services (typically by requiring rework or by preventing Hatch from performing Services in the manner or sequence originally planned), (h) “*site conditions*” means any conditions in, on, under or around the project site that affect the project or the performance of Services, including any plant and subsurface conditions and any hazardous substances, waste or materials, (i) “*Jurisdiction*” means the jurisdiction in which Hatch’s contracting office is located, and (j) “*\$*” means the currency of the Jurisdiction where it is in Canada or Australia and, in all other cases, it is a reference to US dollars.

9.2 If any provision of the Agreement is held to be void, illegal or unenforceable, then (a) it is severed and the rest of the Agreement remains in force; and (b) the parties will replace the provision with one that is in accordance with applicable law and as close as possible to the parties’ original intent. Any rules of contract interpretation that result in the Agreement being construed contrary to the interests of either party do not apply in the interpretation of this Agreement.

CLAUSE 10 GENERAL

10.1 The Agreement will be governed by and construed in accordance with the laws of the Jurisdiction, without giving effect to conflict of law considerations. All disputes will be submitted to senior management for discussion. If the parties are unable to resolve a dispute through such discussions, either party may submit the dispute to the International Chamber of Commerce (“ICC”) for resolution in accordance with its rules then in force. The arbitration will be held in English and at the location of Hatch’s contracting office. The arbitration panel

will consist of one arbitrator selected by the ICC in accordance with its rules. Any arbitration award will be final and binding on the parties without any right of appeal. The unsuccessful party will bear the costs of arbitration. No legal proceedings may be commenced by either party in connection with the Agreement or the Services other than in accordance with this Clause; provided that either party may apply to a court of competent jurisdiction for interlocutory relief during the course of such proceedings or to enforce any order or award obtained in accordance with this Clause.

10.2 The Agreement represents the entire agreement between the parties regarding the subject matter hereof and supersedes all prior representations, understandings or agreements; provided that, if the parties have previously entered into a confidentiality (or similar) agreement regarding the subject matter hereof, such agreement will survive and Clauses 6.4 and 6.5 will be of no force and effect. Amendments to the Agreement are effective only if executed in writing by authorized representatives of both parties.

10.3 Neither party may assign (other than to its affiliate) the Agreement or any interest therein, in whole or part, without the prior consent of the other party. The Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

10.4 Neither party will be considered to be in breach of its obligations under the Agreement, except obligations to make payment, to the extent that performance is prevented or delayed by force majeure. Each party will use best efforts to overcome any force majeure as soon as possible.

10.5 The limitations and exclusions on liability expressed in the Agreement will apply even in the case of the fault, negligence or strict liability of the party who is the beneficiary of the clause, and will extend to the officers, directors, employees, agents, representatives, subconsultants and affiliates of such parties.

10.6 Any notice, consent or other communication given hereunder will only be deemed to have been given if it is in English, in writing and is sent to the recipient’s authorized representative at the usual business address of the recipient by (a) registered mail, (b) fax, (c) e-mail (but only when receipt is confirmed in writing by reply e-mail or otherwise) or (d) personal delivery for which a receipt is obtained. Notice given by fax, personal delivery or e-mail will be deemed to have been given on the business day following delivery. Notice given by mail will be deemed to have been given on the fifth business day after mailing.

10.7 No waiver by either party of any breach of the Agreement will be binding unless made in writing and any such waiver will extend only to the specific breach waived and not to any future breach.

10.8 Hatch is an independent contractor in performing the Services. Nothing in the Agreement will create or will be construed so as to create the relationship of principal and agent between Client and Hatch.

10.9 The provisions of Clauses 1, 4, 5, 6, 7.4, 8, 9, and 10 survive the termination of the Agreement.

REQUEST FOR DECISION
Community Center Fire Hall Resolution
RFD#: 053-2024



To: Town Council
From: Ashley Crocker, CAO and Brigitte Stennett, Director of Finance
Date: November 18, 2024
Subject: Community Center Fire Hall Resolution

Guiding Principles for Decision-Making

Accountability Transportation Diversity Sustainability Engaged Informed

References/Attachments

- ICIP Contribution Agreement
- ICIP Contribution Agreement Amendment - Extension dated September 12, 2024
- Draft resolution

Legislation

- N/A

Recommendation

BE IT RESOLVED THAT that the Council of the Town of Middleton hereby support the Community Center Fire Hall Project and commit to finding a solution to moving the project forward.

Background

The Nova Scotia Department of Municipal Affairs and Housing has communicated that HICC (formerly Infrastructure Canada) requires a resolution by Council showing support for the Community Center Fire Hall project by the end of November 2024. If the Community Center Fire Hall project is not moving forward, HICC needs to be notified right away so that funds may be re-allocated to other projects.

Financial Implications

Originally when the ICIP grant application was submitted, the project was estimated at \$4.1 million. After tendering the project in 2023, the project is now estimated at \$6.6 million. The contribution in the ICIP Grant Agreement Amendment from the Province of Nova Scotia was \$632,148 and Canada agreed to pay up to a maximum of \$1,137,180. The Province of Nova Scotia actually contributed \$1,000,000 towards the project. The grants, combined with fundraising and the Town's plan to debenture \$650,000,

REQUEST FOR DECISION
Community Center Fire Hall Resolution
RFD#: 053-2024



totals approximately \$3.5 million in funds to be used towards the project. There is currently a shortfall of just over \$3 million. The Community Center Fire Hall Committee has met with the architects and low bidder to try and find a solution to move the project forward. Staff explored other grant opportunities and potential sponsors, but many grant programs do not fund fire halls.

This project was a Council Strategic Initiative. However, it's unclear how it can be moved forward at this time, until more grant funding is obtained. If Council does not show commitment to this project, the Town is at risk of our grant money being taken away or reallocated.

Strategic Plan/Operating Plan Alignment

Check Applicable	Strategic Priority Area	Comments
	Environment	
	Infrastructure	
	Economy	
	Community	
X	Governance	
X	Council Strategic Initiative	

Alternatives

N/A

Community Engagement/Communication

N/A

CAO Comments

The CAO supports the recommendation of staff.

CAO Initials: AC

Target Decision Date: 18 November 2024

INVESTING IN CANADA INFRASTRUCTURE PROGRAM
RURAL AND NORTHERN INFRASTRUCTURE - CONTRIBUTION AGREEMENT

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF NOVA SCOTIA**, as represented by the Minister of Municipal Affairs (the "Province")

AND: **TOWN OF MIDDLETON**, in the Province of Nova Scotia (the "Recipient"), individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS the Government of Canada announced in Budget 2016 and Budget 2017 over \$180 billion for the Investing in Canada Plan to support sustainable and inclusive communities, while driving economic growth.

WHEREAS the Minister of Infrastructure, Communities and Intergovernmental Affairs for Canada ("Canada") is responsible for the program entitled the "Investing in Canada Infrastructure Program" (ICIP);

AND WHEREAS Canada has entered into a bilateral agreement with the Province, dated April 10, 2018 (the "ICIP Agreement"), in order to provide financial support to the Province for Projects approved under the ICIP Agreement;

AND WHEREAS pursuant to the ICIP Agreement, Canada and Nova Scotia have arranged that Nova Scotia shall be the contracting party to provide funds originating from both Canada and Nova Scotia to recipients;

AND WHEREAS the Recipient has applied and been approved by Canada and the Province for funding under the ICIP program for the Project as more particularly described in Schedule B (Statement of Work);

AND WHEREAS the parties are desirous of entering into this Agreement in order to set out the terms and conditions of the Project funding;

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms and conditions defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this section.

"Agreement" means this agreement and all its schedules, as may be amended from time to time.

"Agreement End Date" means March 31st, 2028.

"Asset" means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with contribution funding provided by Canada or the Province under the terms and conditions of this Agreement.

"Asset Disposal Period" means the period ending five (5) years after a Project is Substantially Completed.

"Communications Activities" include but are not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

"Contract" means an agreement between the Recipient and a Third Party whereby the

Third Party agrees to supply a product or service to the Project in return for financial consideration.

“Contribution” means the amount of funds contributed to the Project by Canada and the Province as set out in Schedule C.

“Declaration of Substantial Completion” means the form of declaration provided for in Schedule F.

“Effective Date” means the date of last signature of this Agreement.

“Eligible Expenditures” means those costs of the Project eligible for payment by Canada and the Province as set out in Schedule A.1 (Eligible Expenditures).

“Final Claim Due Date” means the date prescribed as such in Schedule C.

“Fiscal Year” means the period beginning on April 1st of a calendar year and ending on March 31st of the following calendar year.

“ICIP” has the meaning as assigned in the preamble of this Agreement.

“ICIP Agreement” has the meaning as assigned in the preamble of this Agreement.

“Incurred” means an event or transaction has taken place for which an obligation to pay exists, even if an invoice has not been received, such that the underlying evidence indicates there is little or no discretion to avoid the obligation. The value of the obligation is to be calculated in accordance with recognized Canadian accounting standards.

“Ineligible Expenditures” means those costs of the Project ineligible for payment by Canada and the Province as set out in Schedule A.2 (Ineligible Expenditures).

“Joint Communications” are events, news releases, and signage that relate to the promotion of the Program and/or Projects and are collaboratively developed and approved by Canada and the Province and are not operational in nature.

“Oversight Committee” means the Federal/Provincial committee established under the ICIP Agreement to monitor the delivery of the ICIP.

“Person” means, without limitation, a person, the Province and the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

“Program” means the ICIP Program as set out in this Agreement.

“Project” means the project as set out in Schedule B (Statement of Work) and as approved by Canada and the Province.

“Project Approval” date means the date prescribed as such in Schedule B.

“Project End Date” means the date prescribed as such in Schedule B.

“Substantial Completion” or “Substantially Completed” means, the date as shown on the executed Declaration of Substantial Completion, as shown in Schedule F (Declaration of Substantial Completion), submitted by the Recipient for the Project, marking the date on which the Project can be used for the purpose for which it was intended as described in Schedule B (Statement of Work).

“Third Party” means a party which enters into a Contract with the Recipient in relation to the Project.

“Total Financial Assistance” means total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada or the Province, except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date, subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A - Eligible and Ineligible Expenditures

Schedule B - Statement of Work

Schedule C - Statement of Financial Contribution

Schedule D - Reporting Requirements

Schedule E - Communications Protocol

Schedule F - Declaration of Substantial Completion

2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada and the Province will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY THE PROVINCE

- a) Subject to the other terms and conditions of this Agreement, the Province agrees to pay a contribution to the Recipient for the Project contributed by Canada and the Province in the amounts outlined in Schedule C (Statement of Financial Contribution) in respect of that Project.
- b) A contribution for the Project will be payable in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule C (Statement of Financial Contribution).
- c) The maximum funding from all provincial sources to the Project, will not exceed \$632,148 for the Project unless prior approval in writing is provided by the Province, which for the purposes of this Agreement, must be the Minister of Municipal Affairs.
- d) The maximum funding from all federal sources to the Project, will not exceed 60% of the total approved Eligible Expenditures for the Project up to a maximum contribution of \$1,137,980.
- e) The Parties acknowledge that Canada and the Province's role in a Project is limited to making a financial contribution to the Recipient for the Project and that neither Canada nor the Province will have any involvement in the implementation of the Project or its operation. Canada and the Province are neither decision-makers nor administrators to the Project.

3.2 CHANGES IN PROJECT COSTS AND FUNDING

The Province will be responsible to oversee and administer any Project amendments submitted by the Recipient in regard to the scope, timing and location of the Project provided that:

- a) Any federal or provincial funding paid for Eligible Expenditures incurred and paid for the Project will be returned to the Province should the Project be cancelled;

- b) The Recipient agrees that changes to the Project will require the Province's and Canada's approval, which may be subject to the terms and conditions of the ICIP Agreement. When seeking to make a change to the Project, the Recipient will promptly submit updated Project information to the Province's and Canada's satisfaction;
- c) The Recipient will inform the Province promptly of any planned changes to the Project. The Recipient agrees that any changes to the Project will require the Province's written consent;
- d) The Recipient will provide, at the Province's request and to Canada's satisfaction, additional information related to changes to the Project; and,
- e) If, at any time during the term of this Agreement, one of the Parties determines that it will not be possible to complete the Project unless the Recipient expends amounts in excess of the funding available to it, the Party will immediately notify the other Party of that determination and both Canada and the Province may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from the Province, provide a summary of the measures that it proposes to remedy the shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the shortfall, then the Province may exercise one of the remedies listed at section 14.3 (Remedies on Default).

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada or the Province's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada or the Legislative Assembly of Nova Scotia has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada or the Province may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or Canada or the Province's main or supplementary estimates expenditures. Neither Canada nor the Province will be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will complete the Project in a diligent and timely manner, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement. The Recipient will be responsible for all costs of the Project including cost over runs, if any.
- b) The Recipient shall use or engage qualified project management for the duration of the Project. Only with the written approval of the Province may an Applicant manage the Project with its own staff.
- c) The Recipient will ensure that the Project will be completed by the Project End Date as stated in Schedule B (Statement of Work) and will provide the Province a duly executed Schedule F (Declaration of Substantial Completion) to be submitted with the final claim form.
- d) The Recipient will be responsible for ensuring the implementation, operation, maintenance, and repair of the Assets and infrastructure investment that is the subject of this Agreement, in accordance with appropriate standards, for its full lifecycle.
- e) The Recipient will inform Canada and the Province immediately of any fact or event that may compromise wholly, or in part, the Project.
- f) The Recipient will ensure that prior to the commencement of the Project and throughout the term of this Agreement, it shall have in place the insurance policies set out in Section 8.3 (Insurance).
- g) The Recipient acknowledges that neither Canada nor the Province will be financially responsible for any ineligible expenditures or cost overruns for the Project.
- h) The Recipient will be responsible for any costs associated with the withdrawal or cancellation of the Project and will repay to the Province any and all disallowed costs,

surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.

- i) If the total estimated Eligible Expenditures for the Project is twenty-five million dollars (\$25,000,000) or more, the Recipient agrees to report on community employment benefits provided to at least three (3) federal target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, new Canadians, or small-medium-sized enterprises and social enterprises) in the manner required by the Province.
- j) If the total estimated Eligible Expenditures for the Project is ten million dollars (\$10,000,000) or more, the Recipient agrees that Canada and the Province have no obligation to make payments to the Recipient in respect of a project until the Recipient completes the following climate lens assessments to Canada's and the Province's satisfaction:
 - A greenhouse gas emissions assessment that includes a cost-per-tonne calculation; and,
 - A climate change resilience assessment.
- k) The Province will communicate to the Recipient any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee, in respect of the Project and the Recipient covenants to use its best efforts to correct any deficiency so identified.
- l) If the Recipient intends to make an application for funding from any other provincial source for the Project, the Recipient shall notify the Province, in advance of the submission of the application, requesting approval to do so in accordance with Section 3.1(c) (Contribution by the Province).

4. FEDERAL REQUIREMENTS FOR PROJECTS

The Recipient agrees that the Project must meet or exceed:

- a) any applicable energy efficiency standards for buildings outlined in the Pan-Canadian Framework on Clean Growth and Climate Change; and,
- b) the requirement of the highest published accessibility standard in a jurisdiction in addition to applicable provincial building codes and relevant municipal by-laws.

5. CONDITIONS PRECEDENT

- a) Condition(s)

The Recipient agrees that the Province has no obligation to make payments to the Recipient in respect of the Project unless and until it demonstrates, to the Province's satisfaction, that the conditions precedent with respect to the Project as outlined in Schedule B (Statement of Work) have been satisfied.

- b) Remedy

In the event that the Recipient is unable to meet the conditions precedent set out in Schedule B (Statement of Work) in respect of the Project, Canada and the Province may terminate their obligations under the Agreement as it applies to the Project. Both Canada and Nova Scotia will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from the termination of such obligations.

6. FISCAL YEAR BUDGETING

- a) The estimated contribution amounts payable by Canada and the Province to the Recipient for each Fiscal Year of the Project are set out in Schedule C (Statement of Financial Contribution).
- b) If the actual amount payable by Canada and the Province in respect of any Fiscal Year of a Project differs from the estimated amount in Schedule C (Statement of Financial

Contribution) of that Project, the Recipient shall request in a timely manner that Canada and the Province re-allocate the difference between the two amounts to a subsequent Fiscal Year of that Project. Subject to subsection 3.3 (Appropriations and Funding Levels) and provided the Recipient has made the request, the Province agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of a Project's funding will require appropriation adjustments or provincial Legislative Assembly approvals.

- c) In the event that any requested re-allocation of the Project's funding is not approved, the amount of Canada's and the Province's contribution payable pursuant to subsection 3.1 (Contribution by the Province) in respect of that Project may be reduced by the amount of the requested re-allocation. If the contribution payable by the Province pursuant to subsection 3.1 (Contribution by the Province) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

7. CONTRACT PROCEDURES

7.1. AWARDING OF CONTRACTS

- a) The Recipient agrees that an appropriate tendering process will be followed in all circumstances where more than one supplier of goods and services is available. The Recipient shall ensure that all tendering practices will ensure Contracts will be awarded in a way that is fair, competitive, transparent, open, accountable, and consistent with value-for-money principles and meet the intent of the Province's procurement policy, including compliance with the Agreement on Internal Trade between the Federal, Provincial and Territorial governments.
- b) If the Province or Canada determines that the Recipient has awarded a Contract in a manner that is not in compliance with the foregoing clause 8.1(a), upon notification to the Recipient, the Province and Canada may consider the expenditures associated with the Contract to be ineligible.
- c) Where a Contract is awarded to other than the lowest bidder, to ensure compliance with clause 8.1(a) the Province, at its discretion, may require the Recipient to provide a report including a complete account of the facts, rationale for rejecting the lowest bidder, and a resolution by the Recipient's Council or Board choosing the successful bid.
- d) Any untendered costs may be deemed ineligible for cost-sharing unless approved in writing by Canada and the Province prior to the cost being incurred.
- e) Canada and the Province may in their absolute discretion require a report on any cost or expense incurred by the recipient, whether tendered or not. The Recipient shall provide such details and information as Canada and the Province may reasonably require.

7.2. CONTRACT PROVISIONS

All contracts entered into by the Recipient with a Third Party for the implementation of the Project shall include the following provisions:

- a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of each Project it participates in for at least six (6) years after the respective Substantial Completion Date and that Canada and the Province has the contractual right to audit such accounts and records;
- b) all applicable labour, environmental, and human rights legislation is respected;
- c) the Province, Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of a Contract and any records and accounts respecting each Project and will have free access to each Project site and to any documentation relevant for the purpose of audit; and,

- d) The Third Party shall be solely responsible for and shall save harmless and indemnify Canada, the Province and their Ministers, officers, employees and agents from and against all claims, liabilities and demands of any kind with respect to any injury to persons (including, without limitation, death), damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from (i) the Project; (ii) the performance of the contract or the breach of any term or condition of the contract by the Third Party or its officers, employees or agents. (iii) the on-going operation, maintenance and contract or the breach of any term of condition of the contract by the Third Party or its officers, employees or agents; and/or (iv) any omission or any willful or negligent act of the Third Party or its officers, employees or agents.

7.3. INSURANCE

The Recipient shall, without limiting the Recipient's obligation or liabilities and at the Recipient's own expense, provide, maintain, and pay for, any and all insurance, including that required under the Workers Compensation Board, which it is required by law to carry, or which it considers necessary.

The Recipient agrees to purchase and maintain Commercial General Liability with a per occurrence limit deemed appropriate in consideration of the scale and scope of the Project, covering bodily injury, personal injury and property damage and including liability assumed under this agreement arising out of all operations of the Recipient or any of its officers, employees, or agents who are involved in completing the Project. This policy must include "Her Majesty the Queen in Right of the Province of Nova Scotia" as an additional insured.

8. CLAIMS AND PAYMENTS

8.1. PAYMENT CONDITIONS

The Province will not:

- a) pay any claims in respect of the Project submitted after the Final Claim due date as stated on Schedule C (Statement of Financial Contribution), unless otherwise agreed to in writing by Canada and the Province;
- b) pay interest for failing to make a payment under this Agreement; and
- c) pay any claims for the Project until the requirements regarding the *Canadian Environmental Assessment Act, 2012* and aboriginal consultation, if identified in respect of the Project are, in Canada's and Nova Scotia's opinion, satisfied to the extent possible at the date the claim is submitted to the Province.
- d) pay any claims for the Project until the Recipient completes, to Canada's and Nova Scotia's satisfaction, a Climate Change Resilience assessment and Greenhouse Gas Emission assessment as identified in Section 3.4 (j) of this Agreement.

8.2. PROGRESS CLAIMS

- a) After Eligible Expenditures have been incurred and paid by the Recipient, payments from the program, if any, will be disbursed upon satisfactory receipt of a completed interim claim in a format as prescribed by the Province. Each progress claim must include an attestation by the Project Manager and Senior Municipal Official designated in writing by the Recipient as to the accuracy of the information submitted in support of the claim.
- b) An interim claim must be accompanied by a claim details form, including cheque date and number, supplier name and invoice number, particulars and cheque amount.
- c) Where reasonable, claims should be submitted as soon as possible after the Eligible Expenditure is incurred. At the latest, claims must be received by March 31st of the year following the Fiscal Year in which the Eligible Expenditure is incurred and, in all circumstances, no later than the Final Claim Due Date as stated on Schedule C (Statement of Financial Contribution), unless otherwise agreed to in writing by Canada and the Province.

- d) The Recipient shall comply with Generally Accepted Accounting Principles (GAAP), in effect and applied in Nova Scotia, for the purpose of financial reporting on this Project and will provide accurate and timely progress reports on a quarterly basis or as otherwise requested by the Province.

8.3. FINAL CLAIM

The Recipient will submit a final claim to the Province for the Project no later than the Final Claim Due Date as prescribed on Schedule C (Statement of Financial Contribution), unless otherwise agreed to in writing by Canada and the Province. Prior to the release of the final payment by Canada and the Province, all reporting requirements must be met as outlined in Schedule D (Reporting Requirements).

8.4. FINAL ADJUSTMENTS

Upon receipt of the final claim for the Project, but before issuing the final payment for the Project, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

8.5. PROJECT DEADLINE

The Project must be Substantially Complete by no later than the Project End Date as prescribed on Schedule B (Statement of Work), and all claims for payment must be submitted to the Province for payment no later than the Final Claim Due Date as stated on Schedule C (Statement of Financial Contribution), unless otherwise agreed to in writing by Canada and the Province.

8.6. RETENTION OF CONTRIBUTION

Payments made during the Project will not exceed 90% of the Contribution. The Project is subject to a financial holdback of 10% until the Project is completed to the satisfaction of Canada and the Province.

8.7. DECLARATION OF SUBSTANTIAL COMPLETION

- a) The Declaration of Substantial Completion must be signed by an authorized official as deemed acceptable by the Province.
- b) The Declaration of Substantial Completion must be submitted to the Province when the Project can be used for the purpose for which it was intended but no later than than the Project End Date as stated in Schedule B (Statement of Work).

9. REPORTING

The Recipient will provide regular project progress updates, project cashflow updates, and report on project outcomes achieved, as per Schedule D (Reporting Requirements), to the Province at a timing and frequency determined by the Province. The first progress report under this Agreement must cover the period from the Project Approval Date.

10. AUDIT

- a) Canada and the Province may require additional assurances in the form of an independent audit opinion, carried out at the Recipient's expense and conducted by an accredited and independent auditor in accordance with the Canadian Auditing Standards to confirm that expenditures claimed to Canada and the Province for reimbursement were Eligible Expenditures.
- b) Canada and the Province reserves the right to undertake, at any time, any other audit in relation to a Project at its expense. Canada and the Province will conduct a program

compliance audit which will include a financial component and the Recipient agrees to comply with requests for project information in an open and timely manner.

- c) The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. A report on follow-up actions taken to address recommendations and results of the audits will be submitted to Canada and the Province by the Recipient in a timely manner.
- d) The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of a Project for at least six (6) years after its Substantial Completion Date.

11. EVALUATION

- a) The Recipient agrees to participate in a review of the Project, to be completed by Canada and the Province, to assess Project achievements in relation to the Project goals.
- b) The Recipient agrees to provide all information related to the Project to Canada and the Province during and following the termination or expiry of the Agreement in order for Canada to conduct an evaluation of the ICIP Program.

12. ACCESS

The Recipient will provide Canada and the Province and its designated representatives with reasonable and timely access to each Project site, facilities, and any documentation for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.

13. COMMUNICATION

- a) The Parties will comply with Schedule E (Communications Protocol).
- b) The Province and Recipient acknowledge that the following may be made publicly available by Canada:
 - i. the name of the Parties, the amount awarded by Canada, and the general nature of the Project; and
 - ii. any evaluation or audit report and other reviews related to this Agreement.

14. DEFAULT

14.1. EVENTS OF DEFAULT

Each of the following constitutes an "Event of Default" under this Agreement:

- a) The Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) The Recipient has submitted false or misleading information to Canada or the Province or made a false or misleading representation to Canada or the Province in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada and the Province's satisfaction.

14.2. DEFAULT

Canada and the Province will not declare that an Event of Default has occurred unless Canada and the Province has given notice to the Recipient of the event, which in Canada and the Province's opinion, constitutes an Event of Default and the Recipient has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to demonstrate, to the satisfaction of Canada and the Province, that it has taken such steps as are necessary to remedy the Event of Default, and has notified Canada and the Province of the rectification.

14.3. REMEDIES ON DEFAULT

Should an Event of Default occur under this Agreement, Canada and the Province may exercise one or more of the following remedies, without limiting any other remedy available to Canada and the Province at law:

- a) suspend or terminate any obligation of Canada and the Province to contribute or continue to contribute funding to a Project to which the Event of Default relates, including any obligation to pay any amount owing prior to the date of such suspension or termination;
- b) require the Recipient to reimburse Canada and the Province for all or any part of the Contribution paid by Canada and the Province to the Recipient for the Project.

15. INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada and the Province, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to persons, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any person;
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation in relation to this Agreement or any Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada and the Province in the performance of his or her duties.

16. DISPOSAL OF ASSETS

- a) Unless otherwise agreed to by Canada and the Province, the Recipient shall retain title to and ownership of an Asset for five (5) years after the Agreement End Date. At any time or times during this five (5) year period, Canada and the Province may require written confirmation from the Recipient, to the satisfaction of Canada and the Province, that the Asset is and continues to be retained by the Recipient.
- b) If at any time within five (5) years from the Agreement End Date, the Recipient sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, other than to Canada, the Province, a local government, or with Canada's and the Province's consent, the Recipient may be required to reimburse Canada, via the Province, and the Province any and all funds received from the Province under this Agreement for the Project.

17. ENVIRONMENTAL ASSESSMENT

The Recipient agrees that no site preparation, vegetation removal or construction will occur for the Project and that neither Canada nor the Province will have any obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada, until Canada is satisfied that the federal requirements under the Canadian Environmental Assessment Act, 2012 (CEAA, 2012), other applicable federal environmental assessment legislation that is or may come into force during the term of this Agreement, and other applicable agreements between Canada and Aboriginal groups are met and continue to be met.

18. ABORIGINAL CONSULTATION

The Recipient agrees that no site preparation, vegetation removal or construction will occur for the Project and that neither Canada nor the Province will have any obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada, until Canada is satisfied that any legal duty to consult, and where appropriate, to accommodate Aboriginal groups or other federal consultation requirement has been met and continues to be met.

19. GENERAL

19.1. ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the public sector accounting standards in effect in Canada.

19.2. SURVIVAL

The Parties' rights and obligations, which by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

19.3. CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of either Canada or the Province applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform the Province should it become aware of the existence of any such situation.

19.4. NO AGENCY, PARTNERSHIP, JOINT VENTURE

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between the Province and the Recipient or between the Province and a Third Party.
- b) The Recipient will not represent itself, including in any Contract, as a partner, employee or agent of Canada or the Province.

19.5. NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of a Party or to act as an agent for a Party. The Recipient will take the necessary action to ensure that any Contract contains a provision to that effect.

19.6. INTEREST ON DEBTS DUE

Debts due to Canada and the Province will accrue interest.

19.7. SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

19.8. ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada and the Province. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's and the Province's express written consent is void.

19.9. AMENDMENTS

- a) This Agreement may only be amended by the execution of a written Amending Agreement between the Parties, in a form satisfactory to the Province.
- b) For the purposes of this Agreement, the Director of Grants and Programs, Department of Municipal Affairs (the "Director") is hereby delegated the authority on behalf of the Province, in the Director's sole discretion, on the request of the Recipient, to:
 - (i) grant extensions to the Agreement End Date, the Project End Date, the Final Claim Due Date and to revise the forecast of estimated contribution by Fiscal Year shown in Schedule C as may be required due to such extension; and
 - (ii) approve changes to the Project Statement of Work shown in Schedule B provided that:
 - A. there is no material change to the nature of the Project; and
 - B. any change will not result in a requirement for an increase in a contribution by Canada or Nova Scotia as set out in Schedule C.
- c) Where a change referred to in clause (b) would result in a reduction in a contribution from Canada or Nova Scotia, the Parties agree to amend the Agreement accordingly.
- d) Where a change referred to in clause (b) would require a change to the Project outcomes reporting provided for in article D.2 of Schedule D, the Parties agree to amend the Agreement accordingly.
- e) Any amendments agreed to under clauses (b), (c) or (d) will be evidenced by a written Amending Agreement, executed by both Parties, which when executed will constitute an amendment to this Agreement. The Director is hereby authorized by the Province to execute on the Province's behalf any Amending Agreement required under this clause.

19.10. WAIVER

Either Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

19.11. NOTICE

Any notice provided under this Agreement may be delivered in person, sent by mail or facsimile, addressed to:

For the Province:

Hardy Stuckless
A/Director of Municipal Finance, Grants, Programs and Operations
Department of Municipal Affairs
Maritime Centre, 14 North
1505 Barrington Street
PO Box 216
Halifax, Nova Scotia
B3J 2M4

or to such other address or facsimile number or addressed to such other person as the Province may, from time to time, designate in writing to the Recipient; and

Jennifer Boyd
Chief Administrative Officer
Town of Middleton
131 Commercial Street
PO Box 340
Middleton, NS B0S 1P0

Such notice will be deemed to have been received, if sent by mail, when receipt is acknowledged by the other Party; by facsimile, when transmitted and receipt is confirmed; and in person, when delivered.

19.12. COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws, regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

19.13. GOVERNING LAW

This Agreement shall be interpreted and applied exclusively in accordance with the laws of Nova Scotia and the applicable federal laws of Canada. The Courts of Nova Scotia shall have exclusive jurisdiction.

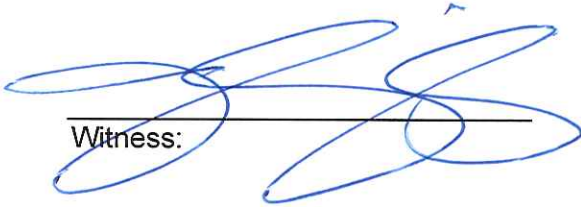
19.14. SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the Effective Date.

SIGNED, SEALED AND DELIVERED

In the presence of:


Witness: _____

Date: March 4/21

SIGNED, SEALED AND DELIVERED

In the presence of:


Witness: _____

Date: March 30, 2021

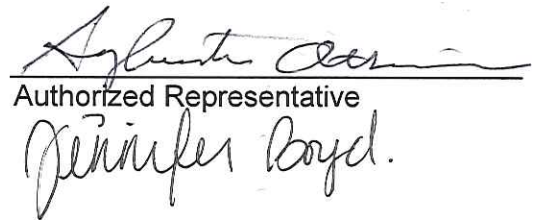
GOVERNMENT OF NOVA SCOTIA

as represented by the Minister of
Municipal Affairs


Honourable Brendan Maguire

Date: March 4/21

TOWN OF MIDDLETON


Authorized Representative
Jennifer Boyd.

Date: 30 March, 2021

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

A.1 ELIGIBLE EXPENDITURES

Eligible Expenditures will include only the following:

- a) All costs considered by Nova Scotia and Canada to be direct and necessary for the successful implementation of an eligible Project, excluding those explicitly identified in Schedule A.2 (Ineligible Expenditures), and which may include capital costs, design and planning, and costs related to meeting specific Program requirements, including completing climate lens assessments as outlined in Section 3.4 (j) (Commitments by the Recipient);
- b) The incremental costs of employees of the Recipient may be included as Eligible Expenditures for a Project under the following conditions:
 - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract; and,
 - ii. The arrangement is approved in advance and in writing by Nova Scotia.
- c) Costs will only be eligible as of the Project Approval Date, except for costs associated with completing climate lens assessments as outlined in Section 3.4 (j) (Commitments by the Recipient), which are eligible before Project approval, but can only be paid if and when a Project is approved by Nova Scotia and Canada for contribution funding under this Agreement.

A.2 INELIGIBLE EXPENDITURES

The following are expenditures that are not eligible:

- a) Costs incurred before the Project Approval Date and any expenditures related to contracts signed prior to project approval, except for expenditures associated with completing climate lens assessments as required in Section 3.4 (j) (Commitments by the Recipient);
- b) Costs Incurred for cancelled Projects;
- c) Costs incurred after the Project End Date as listed on Schedule B (Statement of Work);
- d) Costs incurred that have not been claimed to the Province by the Final Claim Due Date as listed on Schedule C (Statement of Financial Contribution);
- e) Costs of relocating entire communities;
- f) Land acquisition;
- g) Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs;
- h) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of Recipients, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Recipient's staff, except in accordance with Schedule A.1 (b) (Eligible Expenditures);
- i) Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);
- j) Any goods and services costs which are received through donations or in kind;
- k) Provincial sales tax, goods and services tax, or harmonized sales tax for which the Ultimate Recipient is eligible for a rebate, and any other costs eligible for rebates;
- l) Costs associated with operating expenses and regularly scheduled maintenance work;

- m) Costs related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project; and,
- n) All capital costs, including site preparation and construction costs, until Nova Scotia and Canada have confirmed that environmental assessment and Aboriginal consultation obligations as required under Section 17 (Environmental Assessment) and Section 18 (Aboriginal Consultation) have been met to the extent possible and continue to be met.

SCHEDULE B – STATEMENT OF WORK

Applicant: TOWN OF MIDDLETON

Project Name: COMMUNITY CENTRE

Project Number: 05-20-0003

Project Description:

The Project consists of the construction of a new multipurpose community centre in the Town of Middleton to support recreational programming, meetings, and special events.

Condition(s) Precedent:

N/A

Project Approval Date: September 29, 2020

Project End Date: March 31, 2022

SCHEDULE C - STATEMENT OF FINANCIAL CONTRIBUTION

Applicant: TOWN OF MIDDLETON

Project Name: COMMUNITY CENTRE

Project Number.: 05-20-0003

Final Claim Due Date: September 30, 2022

Contribution by Canada and Nova Scotia: Nova Scotia agrees to pay a contribution to the Recipient of **\$632,148**. Canada agrees to pay a contribution to the Recipient of **60%** of the total Eligible Expenditures for the Project to a maximum of **\$1,137,980**.

Nova Scotia's contribution towards this project has been advanced as a one-time payment as outlined in the letter from the Department of Communities, Culture and Heritage dated March 30, 2020.

Project Cash Flow

Total Estimated Costs:	\$2,994,016	Total Shareable Costs:	\$1,896,633
-------------------------------	--------------------	-------------------------------	--------------------

Estimated Expenditures	Forecast	
Estimated Contribution by Canada	Forecast of Estimated Contribution by Fiscal Year*	
	2020/21	2021/22
\$1,137,980	\$400,000	\$737,980

*Note: Unexpended commitments may carry forward to the subsequent fiscal year(s) subject to the other terms and conditions of the Contribution Agreement.

SCHEDULE D – REPORTING REQUIREMENTS

D.1 PROJECT PROGRESS / CASHFLOW REPORTS

The Recipient will provide a progress report on the status of the Project, in a format to be prescribed by the Province. The information to be collected may include, but is not limited to, the dates around design, tender, award, construction start, anticipated completion date, any identified risks, financial information on claimed amount and anticipated claim amount. The Recipient will also be required to provide a completed project cashflow survey form at a timing and frequency as determined by the Province.

D.2 PROJECT OUTCOMES REPORT

The Recipient agrees to report on progress towards achieving the following project outcomes measures as well as confirmation of meeting these measures that were identified in their application to the Province for project funding consideration:

- Improved access to and increased quality of community, cultural and recreational infrastructure

D.3 COMMUNITY EMPLOYMENT BENEFITS REPORT

The Recipient agrees to report on community employment benefits provided to federal target groups which may include, but is not limited to, apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, new Canadians, or small-medium-sized enterprises and social enterprises in a manner to be prescribed by the Province.

SCHEDULE E – COMMUNICATIONS PROTOCOL

E.1 PURPOSE

- a) This Communications Protocol outlines the roles and responsibilities of each of Canada and the Province, as well as those of the Recipient, with respect to Communications Activities related to Projects.
- b) This Communications Protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.
- c) The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement.

E.2 GUIDING PRINCIPLES

- a) Communications Activities undertaken through this Communications Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.
- b) The Communications Activities undertaken to recognize federal funding will take into account the financial value and duration of the Project(s) and the feasibility of mounting joint Communications Activities.
- c) The Province is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to Recipients and for ensuring their compliance.
- d) The Province will communicate to Recipients any deficiencies and/or corrective actions identified by Canada, the Province or by the Oversight Committee.

E.3 JOINT COMMUNICATIONS

- a) Canada, the Province and the Recipient will have Joint Communications about the funding and status of the Project(s).
- b) Joint Communications related to Projects funded under this Agreement should not occur without the prior knowledge and agreement of Canada, the Province and the Recipient.
- c) All Joint Communications material will be approved by Canada and will recognize Canada's contribution under Schedule A (Program Details) and/or the Total Financial Assistance received for the Project(s).
- d) Canada, the Province or the Recipient may request Joint Communications. The requestor will provide at least 15 business days' notice to Canada, the Province or the Recipient. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide the opportunity for Canada, the Province or the Recipient to choose to participate and choose their own designated representative (in the case of an event).
- f) Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and other Parties' logos. In such cases, Canada will provide the translation services and final approval on products.
- g) The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

E.4 INDIVIDUAL COMMUNICATIONS

- a) Notwithstanding Section C.3 of this Communications Protocol (Joint Communications), Canada retains the right to meet its obligations to communicate information to Canadians about the Agreement and the use of funds through its own Communications Activities.
- b) Canada and the Province may include general Program messaging and Project examples in their own Communications Activities. Canada, Nova Scotia and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to Projects funded through the Agreement and if web- or social-media based, from linking to it.

E.5 OPERATIONAL COMMUNICATIONS

The Province and the Recipient are solely responsible for operational communications with respect to Projects, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

E.6 MEDIA RELATIONS

Canada and the Province will share information promptly with the other Party should significant media inquiries be received, or emerging media or stakeholder issues arise to a Project or the overall fund.

E.7 SIGNAGE

- a) Canada, the Province and the Recipient may each have signage recognizing their funding contribution to the Projects.
- b) Unless otherwise agreed by Canada and the Province, the Recipient will produce and install a sign to recognize federal and provincial funding at each Project site in accordance with current federal signage guidelines. The federal sign design, content, and installation guidelines will be provided by Canada.
- c) Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Projects, it will recognize the federal and provincial contribution and be approved by Canada.
- d) The Recipient agrees to inform the Province of sign installations.
- e) For more information on signage specifications or general questions regarding signage for the project, the Recipient will reach out to Infrastructure Canada (INFC). The following website address provides more information and contact options for INFC:
 - <https://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>
- f) If erected, signage recognizing the federal and provincial contribution will be installed at the Project site(s) thirty (30) days prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after construction is completed and the infrastructure is fully operational or opened for public use.
- g) If erected, signage recognizing the federal and provincial contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- h) The Recipient is responsible for the production and installation of Project signage, including costs, or as otherwise agreed upon.
- i) In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, it will

clearly recognize Canada's contribution under Schedule A (Terms and Conditions) and/or the Total Financial Assistance received for the Project(s).

E.8 COMMUNICATING WITH RECIPIENTS

The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

E.9 ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada and the Province may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement. In the event of such a campaign, Canada, the Province or the Recipient will inform the other of its intention no less than twenty-one (21) working days prior to the campaign launch.

SCHEDULE F - DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement between the Government of Nova Scotia, as represented by the Minister of Municipal Affairs, and Town of Middleton (the Recipient) dated _____, and pursuant to the Investing in Canada Infrastructure Program Agreement (the "Agreement"):

I, _____, hold the position of _____ for the
(Name) (Title)

Town of Middleton, in the Province of Nova Scotia and, as such, have knowledge of the matters set forth in this declaration and believe this declaration to be true and correct.

I declare to the best of my knowledge and belief that the Project identified as _____, as approved on _____ has reached Substantial Completion as defined in the Agreement on the _____ day of _____, 20____ (the "Substantial Completion Date").

All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at _____, in Nova Scotia
this _____ day of _____, 20_____.

(Signature)

(Please Print Name)

INVESTING IN CANADA INFRASTRUCTURE PROGRAM
RURAL AND NORTHERN COMMUNITIES INFRASTRUCTURE
CONTRIBUTION AGREEMENT AMENDMENT
PROJECT 05-20-0003 – TOWN OF MIDDLETON
COMMUNITY CENTRE
AMENDMENT #3

SEP 11 2024

THIS AMENDING AGREEMENT made as of the 12 day of September, 2024.

BETWEEN: HIS MAJESTY THE KING IN RIGHT OF NOVA SCOTIA, as represented by the Minister of Municipal Affairs and Housing (the "Province")

AND: TOWN OF MIDDLETON, in the Province of Nova Scotia (the "Recipient"),
individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS by contribution agreement dated March 30, 2021 ("Contribution Agreement") the Province and the Recipient agreed to the terms and conditions pursuant to which the Province would make a contribution to the Recipient for the Project;

AND WHEREAS the Parties have agreed to amend the Contribution Agreement;

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, the Parties hereby agree as follows:

1. Capitalized terms used in this Amending Agreement shall have the meaning attributed to them in the Contribution Agreement, unless otherwise provided in this Amending Agreement.
2. The Contribution Agreement is amended by:
 - (a) Revising 'Program Agreement End Date' from:
March 31, 2028, to: March 31, 2034
 - (b) Replacing March 31, 2024 as the Project End Date shown on Schedule B with March 31, 2026; and
 - (c) Replacing September 30, 2024 as the Final Claim Date shown on Schedule C with September 30, 2026, and an updated Project Cash Flow with the Schedule C – Statement of Financial Contribution attached to this Amending Agreement.
3. The Parties acknowledge that the Contribution Agreement as amended by this Amending Agreement continues in full force and effect.
4. This Amending Agreement may be executed in several counterparts, by transmission of PDF or facsimile signatures with original copies delivered by each Party to the other, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have executed this Amending Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

[Signature]

Date: Aug 15/24

HIS MAJESTY THE KING IN RIGHT OF NOVA SCOTIA

as represented by the Minister of Municipal Affairs and Housing

[Signature]

Eva Mooers, A/Director, Municipal Infrastructure

Date: Aug 15/24

In the presence of:

[Signature]

Date: Sept. 12, 2024

TOWN OF MIDDLETON

[Signature]

Authorized Representative

Date: Sep 12/24

In the presence of:

Date: _____

TOWN OF MIDDLETON

Authorized Representative

Date: _____

SCHEDULE B – STATEMENT OF WORK - REVISED

Applicant: TOWN OF MIDDLETON

Project Name: COMMUNITY CENTRE

Project Number: 05-20-0003

Project Description:

The Project consists of the construction of a new multipurpose community centre in the Town of Middleton to support recreational programming, meetings, and special events.

Condition(s) Precedent:

N/A

Project Approval Date: September 29, 2020

Project End Date: March 31, 2026

SCHEDULE C - STATEMENT OF FINANCIAL CONTRIBUTION - REVISED

Applicant: TOWN OF MIDDLETON

Project Name: COMMUNITY CENTRE

Project Number.: 05-20-0003

Final Claim Due Date: September 30, 2026

Contribution by Canada and Nova Scotia: Nova Scotia agrees to pay a contribution to the Recipient of \$632,148. Canada agrees to pay a contribution to the Recipient of 60% of the total Eligible Expenditures for the Project to a maximum of \$1,137,980.

Nova Scotia's contribution towards this project has been advanced as a one-time payment as outlined in the letter from the Department of Communities, Culture and Heritage dated March 30, 2020.

Project Cash Flow

Total Estimated Costs:	\$2,994,016	Total Shareable Costs:	\$1,896,633
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Estimated Expenditures	Forecast		
Estimated Contribution by Canada	Forecast of Estimated Contribution by Fiscal Year*		
	2023/24	2024/25	2025/26
\$1,137,980	\$240,894	\$0	\$897,086

*Note: Unexpended commitments may carry forward to the subsequent fiscal year(s) subject to the other terms and conditions of the Contribution Agreement.

TOWN OF MIDDLETON

**COMMUNITY CENTER FIRE HALL PROJECT RESOLUTION
2024**

BE IT RESOLVED THAT that the Council of the Town of Middleton hereby support the Community Center Fire Hall Project and commit to finding a solution to moving the project forward.

Passed in open Council this 18th day of November 2024.

MAYOR

CLERK

CERTIFICATE

I hereby certify that the foregoing is a true copy of a resolution of the Council of the Municipal Corporation of the TOWN of MIDDLETON passed at a meeting of said Council duly called and held on 18th day of November A.D. 2024 at which a quorum of the Council was present and voting.

CLERK

REQUEST FOR DECISION
Appointment List
RFD#: 046-2024



To: Town Council
From: Ashley Crocker, CAO
Date: November 18, 2024
Subject: Appointment List Update

Guiding Principles for Decision-Making

Accountability Transportation Diversity Sustainability Engaged Informed

References/Attachments

- Updated Draft Appointment list

Legislation

- *Municipal Government Act*

Recommendation

That Council, on recommendation from the CAO, remove Benjamin Croll of Brighter Community Planning as a Development Officer.

That Council, on recommendation from the CAO, remove Meg Carroll as an Animal Control Officer.

That Council, on recommendation from the CAO appoint Brigitte Stennett as Town Treasurer.

That Council, on recommendation from the CAO and Chair of the Planning Advisory Committee appoint Hilary Campbell as a member of the Planning Advisory Board.

That Council, on recommendation from the CAO and Director of Finance appoint Sylvester Atkinson, Patricia Leslie and Thi Anh Dao Bui as members of the Audit Committee.

That Council, on recommendation from staff, appoint Tara Balcome, Alex Balcome, Krystal Cane, Kelley Doucette, Katie Greene, Shalene Burns and Stephanie Purcell to the Middleton Pool Society.

That Council appoint Special Constable Ashley Gervais and Special Constable Zachary Cromwell as Animal Control & Bylaw Enforcement Officers.

REQUEST FOR DECISION
Appointment List
RFD#: 046-2024



That Council appoint Dawn Sutherland and Chrystal Fuller as Development Officers.

That Council appoint Danny Wright, Andrew Dobson and Erin Schurman-Kolb as Building and Fire Officials.

That Council approve the Appointment List, as presented.

Background

Benjamin Croll no longer works for Brighter Community Planning and Consulting, and Meg Carroll no longer works for the County of Annapolis.

Brigitte Stennett is the Town’s new Director of Finance.

Hilary Campbell applied for the vacant position on the Planning Advisory Committee.

Sylvester Atkinson, Patricia Leslie and Thi Anh Dao Bui applied for the three (3) vacant positions on the Audit Committee.

Tara Balcome, Alex Balcome, Krystal Cane, Kelley Doucette, Katie Greene, Shalene Burns, Stephanie Purcell, Chelsey Mullins and Daniel D’Aubin applied for the seven (7) available positions on the Middleton Pool Society.

Financial Implications

N/A

Strategic Plan/Operating Plan Alignment

Check Applicable	Strategic Priority Area	Comments
	Environment	
	Infrastructure	
	Economy	

**REQUEST FOR DECISION
Appointment List
RFD#: 046-2024**



	Community	
X	Governance	
	Council Strategic Initiative	

Alternatives

N/A

Community Engagement/Communication

N/A

CAO Comments

The CAO supports the recommendation of staff.

CAO Initials: AC

Target Decision Date: 16 September 2024

TOWN OF MIDDLETON
APPOINTMENT LIST
(Approved by Council Nov 18, 2024)

COUNCIL AND COMMITTEES OF COUNCIL

COUNCIL

MAYOR GAIL SMITH, DEPUTY MAYOR GARY MARSHALL
COUNCILLORS DAN SMITH, JONATHAN ARCHIBALD,
BERNADETTE KNAPP, SANDRA FOURNIER, JOHN BARTLETT

COMMITTEE OF THE WHOLE

MAYOR GAIL SMITH, DEPUTY MAYOR GARY MARSHALL
COUNCILLORS DAN SMITH, JONATHAN ARCHIBALD,
BERNADETTE KNAPP, SANDRA FOURNIER, JOHN BARTLETT

ACCESSIBILITY ADVISORY COMMITTEE

ELIZABETH MASON-SQUIRES, DIANNE MCDONALD, **VACANT**
JOHN SMITH, **VACANT**, KATRINA KELLOGH,
KRIS STOJIC, **VACANT**, COUNCILLOR DAN SMITH

AUDIT COMMITTEE

Citizens: PATRICIA LESLIE, SYLVESTER ATKINSON, THI ANH
DAO BUI
Town Council: COUNCILLORS BERNADETTE KNAPP,
SANDRA FOURNIER

COMMUNITY CENTRE & FIRE HALL COMM

Fire Department: MIKE TOOLE, JODY SPIDLE, SCOTT VEINOT
Town Council: MAYOR GAIL SMITH, COUNCILLORS
BERNADETTE KNAPP, GARY MARSHALL
Town Planner: DAWN SUTHERLAND
Staff: CAO ASHLEY CROCKER, DPW ADAM VERRAN

PLANNING ADVISORY COMMITTEE

Citizens: HILARY CAMPBELL, MARGARET JERKE,
DIANNE MCDONALD, HOWARD SELIG
Town Council: COUNCILLORS JOHN BARTLETT, DAN SMITH,
JONATHAN ARCHIBALD

POLICE ADVISORY BOARD

Citizens: **VACANT**, **VACANT**, JOHN THOMPSON,
Town Council: COUNCILLORS JOHN BARTLETT,
SANDRA FOURNIER, JONATHAN ARCHIBALD
NS Dept. of Justice: **VACANT** (Ad with Province)

SOURCE WATER PROTECTION ADVISORY COMM

Citizens-Town: BRENDA FORD, BRYSON CROWELL
Citizens-County: FRED ROCH
County Council: **VACANT**
Town Council: BERNADETTE KNAPP, SANDRA FOURNIER
Staff: DPW ADAM VERRAN

ASSET MANAGEMENT WORKING GROUP

Town Council: MAYOR GAIL SMITH
Staff: CAO ASHLEY CROCKER, DOF BRIGITTE STENNETT
DPW ADAM VERRAN

**INTER-MUNICIPAL COMMITTEES AND
WORKING GROUPS**

ANNAPOLIS COUNTY INTER-MUNICIPAL WORKING GROUP

MAYOR GAIL SMITH, DEPUTY MAYOR GARY MARSHALL

IMSA WORKING GROUP (VALLEY WASTE & KINGS TRANSIT)

MAYOR GAIL SMITH

REMO ADVISORY COMMITTEE

COUNCILLORS DAN SMITH, GARY MARSHALL

REMO PLANNING COMMITTEE

CAO ASHLEY CROCKER, DPW ADAM VERRAN

VALLEY REN LIAISON & OVERSIGHT COMMITTEE (LOC)

COUNCILLORS JOHN BARTLETT, JONATHAN ARCHIBALD (ALT)

TOWN INDIVIDUAL APPOINTMENTS

ANIMAL CONTROL & BYLAW ENFORCEMENT OFFICERS

SPECIAL CONSTABLE ZACHARY CROMWELL
SPECIAL CONSTABLE ASHLEY GERVAIS

BUILDING & FIRE OFFICIALS

DANNY WRIGHT, ANDREW DOBSON, ERIN SCHURMAN-
KOLB

DANGEROUS & UNSIGHTLY PREMISES ADMINISTRATOR

DPW ADAM VERRAN, CAO ASHLEY CROCKER (ALT)

DEVELOPMENT OFFICER(S)

DAWN SUTHERLAND
CHRYSTAL FULLER

FIRE CHIEF & DEPUTIES

CHIEF MIKE TOOLE, DEPUTIES SCOTT VEINOT, JODY
SPIDLE

RCMP NCO IN CHARGE

SGT MIKE MAXWELL

REMO COORDINATOR

BRIAN ORDE, NANCY CHISHOLM (ALT)

TOWN AUDITORS

BDO CANADA

TOWN CLERK

SARA MARCEAU

TOWN ENGINEER

DPW ADAM VERRAN

TOWN RETURNING OFFICER

SARA MARCEAU

TOWN SOLICITORS

TAYLOR MACLELLAN COCHRANE

TOWN TREASURER

BRIGITTE STENNETT

TRAFFIC AUTHORITY

SGT MIKE MAXWELL, DPW ADAM VERRAN

VWRM BYLAW ENFORCEMENT OFFICER

DALE ROBERTS

**REPRESENTATION ON OTHER
COMMITTEES (BY CITIZENS)**

MIDDLETON SWIMMING POOL SOCIETY

KRYSTAL CANE, STEPHANIE PURCELL, KATIE GREENE,
TARA BALCOME, KELLEY DOUCETTE, ALEX BALCOME,
SHALENE BURNS

REGIONAL LIBRARY BOARD

JILL COX

WESTERN REGIONAL HOUSING AUTHORITY

Citizen at Large: DIANNE MCDONALD

REQUEST FOR DECISION
Proposed New IDEA Committee
RFD#: 052-2024



To: Town Council
From: Ashley Crocker, CAO
Date: November 18, 2024
Subject: Proposed New IDEA Committee

Guiding Principles for Decision-Making

Accountability Transportation Diversity Sustainability Engaged Informed

References/Attachments

- Draft October 2024 Inter-municipal joint Inclusion, Diversity, Equity and Accessibility Strategy

Legislation

- *Accessibility Act*
- *Dismantling Hate and Racism Act*

Recommendation

That Town Council approve the October 2024 Inter-municipal joint Inclusion, Diversity, Equity and Accessibility Strategy.

Background

In 2017 Nova Scotia passed and proclaimed the *Accessibility Act* with a goal of an accessible Nova Scotia by 2030. Under the *Act*, municipalities, universities, and other organizations may be prescribed as public sector bodies. Once prescribed, these organizations must establish an Accessibility Advisory Committee and develop an accessibility plan within one year. Municipalities were prescribed on April 1, 2021.

In 2019, the Town passed an Accessibility Advisory Committee (AAC) Policy including a Terms of Reference. In April 2020, Council appointed nine (9) members to the AAC, and in September 2020 the first AAC meeting was held. On May 2, 2022, members of Middleton's AAC presented the draft Accessibility Plan to Town Council. The Plan was developed by the AAC and identifies action items for the Town of Middleton to implement to reduce or eliminate barriers to an accessible Middleton. The plan is meant to educate and motivate community leaders and individuals to assess their spaces and practices through the lens of accessibility to eliminate or minimize the barriers that people with

REQUEST FOR DECISION
Proposed New IDEA Committee
RFD#: 052-2024



disabilities face every day. Council approved the Accessibility Plan on May 16, 2022. The Plan is available on the Town's website. The Accessibility Advisory Committee meets approximately 4-10 times per year. As per the *Accessibility Act*, the Town's AAC has members with lived experiences related to persons with a disability from both a personal and professional standpoint.

In September of 2022, Province of Nova Scotia proclaimed the *Dismantling Racism and Hate Act*. Under this Act were also regulations that prescribed municipalities and villages as public sector bodies under the Act which requires all municipalities and villages in Nova Scotia to have plans to address systemic hate, inequity, and racism by April 1, 2025. The purpose of this new Act requires that the provincial government raise awareness of the importance of equity and antiracism and the elements that contribute to equity and anti-racism, create the conditions necessary for equity and antiracism, including regulation, programs and initiatives to encourage actions and innovation by local governments, businesses, nongovernment organizations and Nova Scotians for the purpose of making progress in achieving equity and anti-racism, and adopt, support and enable initiatives that are aligned with the principles and focus areas established under this Act and the regulations.

Within Annapolis County, the Village of Lawrencetown, Town of Middleton, Town of Annapolis Royal, and County of Annapolis are all governmental bodies that will be required to create plans to address systemic hate, inequity, and racism by April 1, 2025. Currently, all four of these groups have separate accessibility committees and plans. None of these groups have dedicated staffing resources to develop or implement the accessibility plans and this new Act will add more requirements to the at-risk population throughout all of Annapolis County.

Staff of the three municipalities and village have met to discuss potential options and opportunities moving forward recognizing the requirements of this new *Dismantling Racism and Hate Act*, as well as the requirement for all accessibility plans to be updated as of April 1, 2025. It was recommended to the four local governments, and the Town of Middleton agreed on July 2, 2024 to consider creating one county-wide joint Inclusion, Diversity, Equity, and Accessibility Committee, to be referred to as IDEA. The next step in this process was to develop a proposed strategy and committee terms of reference for Council review and approval. This work has now been completed and reviewed by staff of the four governments and is being recommended to all four local governments in October and November for approval. The draft plan is attached.

There has been concern expressed that having a larger joint committee will lessen the focus on accessibility. There are, however, many more opportunities for cooperative planning, education, and community development work that can be carried out together rather than individually by each local government, or by specific subject areas. Therefore, the recommendation is for one joint committee to reflect the diversity of Annapolis County as a whole. This does not prevent or lessen the ability of each local government to carry out their own initiatives or projects separately.

REQUEST FOR DECISION
Proposed New IDEA Committee
RFD#: 052-2024



Legislative Requirements – Accessibility Act

Section 39 of the *Accessibility Act* states that every public sector body shall prepare and make publicly available an accessibility plan within one year of the coming into force of this Act, and that a municipality, university or organization shall prepare and make publicly available an accessibility plan within one year of being prescribed as a public sector body.

Section 40 of the *Accessibility Act* states that an accessibility plan must include a report on measures the public sector body has taken and intends to take to identify, remove and prevent barriers, information on procedures the public sector body has in place to assess the following for their effect on accessibility for persons with disabilities including any of its proposed policies, programs, practices and services, any proposed enactments or by-laws it will be administering, and any other prescribed information.

Sections 43 and 44 of the *Accessibility Act* says that two or more public sector bodies may agree to have a joint accessibility plan and every public sector body shall establish an accessibility advisory committee or continue any such committee that was established before the coming into force of this Act with at least one half of the members of an accessibility advisory committee being persons with disabilities or representatives from organizations representing persons with disabilities.

Legislative Requirements – Dismantling Racism and Hate Act

Section 9 of the *Dismantling Racism and Hate Act* states that all prescribed public bodies shall create a plan to address systemic hate, inequity and racism with the form and content and by the date prescribed.

Financial Implications

None known at this time.

Strategic Plan/Operating Plan Alignment

Check Applicable	Strategic Priority Area	Comments
	Environment	
	Infrastructure	

REQUEST FOR DECISION
Proposed New IDEA Committee
RFD#: 052-2024



	Economy	
X	Community	
X	Governance	
	Council Strategic Initiative	

Alternatives

N/A

Community Engagement/Communication

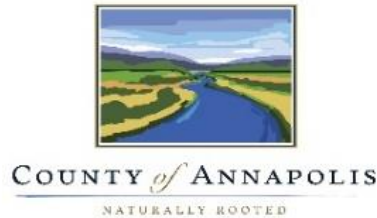
N/A

CAO Comments

The CAO supports the recommendation of staff.

CAO Initials: AC

Target Decision Date: 18 November 2024



INCLUSION, DIVERSITY, EQUITY AND ACCESSIBILITY (IDEA) STRATEGY (DRAFT)

October 2024

Inclusion, Diversity, Equity, and Accessibility (IDEA) Strategy

Background

Annapolis County is home to more than 20,000 residents who individually have different backgrounds, education, experiences, languages, cultures, ethnicities, races, abilities, and beliefs.

It is imperative that all local governments and the communities that make up all of Annapolis County provide the required leadership to ensure our entire community is supportive of ALL residents each day. This support requires a wide breadth of strategies, policies, processes, programs, services, and infrastructure that recognizes while equality is desirable, equity is what is needed.

To achieve equity for all, the four local governments in Annapolis County; Town of Annapolis Royal, Village of Lawrencetown, Town of Middleton, and Municipality of the County of Annapolis, have chosen to develop one joint strategy to support the positive growth and change required to create an inclusive, diverse, equitable county free of racism.

Definitions

As part of this strategy, it is important that all persons reading this strategy understand and use the same terminology. To that goal, definitions from the provincial educational supports are being adopted and attached to this strategy as Appendix "A".

General Commitment

Each of the four local governments individually, and collectively, commit to never intentionally creating any policies, processes, programs, infrastructure, or offer any services, which would, or could be seen or perceived to be discriminatory, exclusive, inequitable, racist, oppressive, or intentionally exclude any person or group that follows these practices as well.

Commitment to Principles of IDEA

As part of each local governments ongoing and daily plan to ensure that its programs, services, and infrastructure are inclusive, diverse, equitable and accessible, we commit to uphold and adhere to the following principles:

- a. to articulate and show regularly, our commitment to ensuring that any mission, values, and strategic objectives related to how we are focused on equity, inclusion, and anti-racism, are well documented and communicated publicly.

- b. to ensure that the senior leadership of each local government is educated on, and demonstrates a commitment to, equity and anti-racism principles through their policies and practices.
- c. to undertake a review of all local government policies beginning in 2025 and every five years thereafter, to confirm that the policies and practices of each local government promote inclusion, diversity, and anti-racism.
- d. to reviewing and providing effective oversight of public works and infrastructure operations to ensure equitable placement of future infrastructure and replacement of current infrastructure, scrutinizing for systemic biases and accessibility, while promoting and educating all staff on inclusive and anti-racism training, policies, and initiatives.
- e. to provide ongoing and effective training, awareness, and development opportunities for staff, council and commissioners on inclusion, diversity, equity, and accessibility to ensure this knowledge becomes part of the daily culture and practices.
- f. to develop a reporting and evaluation system, and work in collaboration with the Advisory Committee, to regularly report on relevant data and initiatives related to improving, advocating for, and completing activities related to inclusion, diversity, equity and accessibility across Annapolis County.
- g. to regularly and sincerely engage each year with underrepresented and underserved groups and communities in a meaningful way, including developing joint programs, services, and infrastructure where possible and feasible, vocally speaking in favour of IDEA concepts and plans and denouncing publicly and unequivocally any attempts to orally or in writing, spread hate or fear respecting any person, group, or community within Annapolis County or beyond that respects the principles of IDEA.
- h. to carry out all local government functions and decision making with equity, anti-racism, and accessible lenses to show community leadership through transparency of actions, accountability of decisions, and with open and honest discussions regarding racial biases and the basic human rights of fairness and accessibility.
- i. to always consider the physical, geographical, communications methods for local government operations, meetings, and events, by providing the widest range of opportunities and access to public services where financially reasonable and technologically possible.
- j. to publicly commit to fairness and a desire to ensure underrepresented and underserved communities are aware and encouraged to apply for employment opportunities at all organizational levels, with preference given to persons who meet the job requirements but may otherwise not have been chosen because of a non-recognition of IDEA.

- k. to consider the establishment of and support for, an employee resource group for underrepresented and underserved staff to provide opportunities for learning, education, advocacy, support, and training.

IDEA Strategy

It is the intention of this strategy to clearly and unequivocally publicly state each local governments' commitment to IDEA in its organization and to actively promote it to citizens, community groups, businesses, and visitors.

Establishment of Advisory Committee

There shall be an IDEA Advisory Committee established with individual representatives from underrepresented and underserved communities from across Annapolis County who shall meet regularly to provide meaningful and impactful advice and recommendations to all four local governments individually or jointly from time to time, and shall also be tasked with carrying out its own communications and community advocacy role through community events, educational workshops, training, direct advocacy for groups, and consider requests forwarded to them from local governments and the community for advice and recommendations respecting IDEA.

Names and Naming of Public Infrastructure

Each local government, where practical and efficient, shall forward all requests submitted to a municipality or village for naming of roads, streets, buildings, parks and greenspaces, and other municipal-owned or operated properties, or for which the local government wishes to name or re-name at its own discretion, to the IDEA Advisory Committee for review under a diversity and inclusion lens. Such review by the IDEA Advisory Committee shall take place within 30 days of receiving such a request and prepare and submit a written report back to the requesting local government with its assessment of the naming request and any concerns or recommendations it may have. IDEA Advisory Committee is not tasked with making recommendations for new names.

Acknowledgement of Five Governments

All IDEA documents, reports, and other communications issued by the local governments and their staff shall note the fact that there are four governments within Nova Scotia and recognition of each must be noted when applicable in various situations and always use inclusive language. These governments are federal, provincial, municipal, village, and first nation.

Flags

Where flags are to be flown on properties of one of the noted local governments, recognition shall be extended in order or precedence to the Canadian flag, Grand Council flag, Nova Scotian flag, followed by the local government flag.

Accessibility

Accessibility and access to all local government services is a right that will be protected and advanced. To ensure this advancement takes place, the local governments jointly commit to developing over the next three years, a great practices guidebook, including developing schematics, illustrations, standardized layouts, designs, and dimensions, for various local government infrastructure and services, that meet or exceed national building code or industry / association standards for accessibility. These standards will provide the minimum design criteria for further local government developments and will be shared with community groups and businesses and be recommended for their adoption and implementation as well.

New Construction Input

All four local governments commit to establishing a sub-committee of the IDEA Advisory Committee that will be tasked with reviewing future infrastructure projects, new and major renovations, to provide a review and feedback on accessibility design features both regulated by codes and those not covered by codes but will be appropriate for ease of access by employees, users and guests considering flow, safety, sightlines, physical and visual access and use, along with accessibility considerations to and from the location year round.

Education and Training

All employees and elected officials of the four local governments shall be provided with education and training at least once every four years related to IDEA concepts, practices, and terminology, with such training involving at a minimum, a person or persons from the underrepresented group that the training is related to. At least once per year for employees, and within three months of the swearing in of a new council or commission, such training shall be provided to all councillors and commissioners including previously elected councillors and commissioners, and all new employees hired within the previous one year.

Public Meetings

Public meetings of the local governments shall be fully open to the general public, except where expressly authorized by law for issues which can be, and are decided by the local government to be, held in closed session. All such meetings where technical equipment is available and used, be video recorded with closed captioning as a minimum. All public meetings where advance notice is provided to the local government at least seven days prior to the meeting by a person who wishes to attend and requires sign language interpretation, shall endeavour to have an American Sign Language (ASL) interpreter present to sign the meeting, to be paid for by the local government, where such services are available within the Annapolis Valley and can be booked prior to the meeting.

Transportation

It is recognized that access to, and the cost of transportation, can be a barrier to members of our community accessing programs, services, and facilities. To support all community members where possible, each local government will consider in its planning and promotion for meetings and events, the provision of free or low-cost transportation options for persons wishing to attend who otherwise would not be able to attend because of transportation difficulties.

Information

Each local government communicates in various way with residents, businesses and visitors, including websites, social media, newspapers, radio advertisements, community media outlets, newsletters, local government brochures, videos, and in numerous other ways. Each local government will commit to reviewing their current communications uses and mediums within the next 12 months, and thereafter develop a plan for updating current resources to meet at least the minimum accessibility requirements, and to begin implementing all new fully accessible communication uses and tools for existing and new communication products within 24 months of the adoption of this strategy.

Events

Once established, the IDEA Advisory Committee shall recommend to the Governance Advisory Committee in December of each year, an amount that they feel should be budgeted by the four local governments to provide the required funding to support important and meaningful IDEA events in various communities during the following year through the direct provision of events, or the nominal funding of community events where IDEA is a main focus.

Appendix “A”

Anti-Racism is defined as the work of actively opposing racism by advocating for changes to political, economic, and social life. This is achieved through the identification and elimination of racism by changing oppressive systems, structures, policies, practices, and attitudes so that historic, current, and future harm can be eliminated and so that power is redistributed and shared equitably.

Discrimination is the act of denying equal treatment and opportunities to individuals and groups. It operates through policies or practices that exclude or limit an individual or groups from accessing services, employment, housing and enjoying all the benefits of society.

Diversity means having a variety of people from a range of different social, economic and ethnic backgrounds, gender identities, sexual orientations, life experiences, competencies and faiths represented on teams, in workplaces in general and particularly in processes like engagement.

Equality is one of the central principles of democracy and is based on the belief that all people should have the same opportunities to be successful and have a productive, enjoyable life. The idea of equality is key to the notion that everyone will be able to achieve based on their efforts and contributions to society instead of their status or position.

Equity recognizes that everyone doesn't begin in the same place in society. Some people face adverse conditions and circumstances making it more challenging with the same effort to achieve the same goals. Equity advocates for those who may have been historically disadvantaged, making it difficult for them to be successful. What is “fair” as it relates to equity isn't a question of what is the same but rather the point from which a person begins. Equity considers historical and other factors in determining that is fair.

Hate means provocation, hostility, or intolerance by means of threats, harassment, abuse, incitement or intimidation motivated by the actual or perceived race, religion, national origin, ethnicity, gender, gender identity, gender expression, disability or sexual orientation of any person.

Implicit Bias refers to the unconscious, subtle, involuntary assumptions or judgements we make every day based on our prior experiences and culture. This happens “below the surface”, deep in the subconscious, where there is no awareness or intention of bias. Implicit bias can be positive or negative.

Inclusion encompasses norms, practices, and intentional actions to promote participation, engagement, empowerment, and a sense of belonging for

members of historically underrepresented and underserved groups in all aspects of life. It is about celebrating, valuing, and amplifying perspectives, voices, styles, and identities that have been marginalized by promoting an institutional culture and practices to ensure all can experience a welcoming space of fairness, dignity, and human flourishing.

Inclusive language is language that acknowledges diversity, conveys respect to all people, is sensitive to differences, and promotes equal opportunities.

Inequity by contrast, refers to a state of unfairness or lack of justice in which biases are being perpetuated and individuals or groups are treated differently and unequally, often resulting in systemic and patterned disparities in opportunities, resources, rights, or outcomes. Inequity can stem from past and current decisions, systems of power and privilege, policies and the implementation of those policies made on social, economic, racial, or gender-based distinctions, and it can manifest in various areas of life, including education, healthcare, employment, and access to basic services.

Intersectionality is defined as the complex, cumulative way in which the effects of multiple forms of discrimination like racism, sexism, and classism, combine, overlap, or intersect, especially in the experiences of marginalized individuals or groups.

Microaggressions are subtle verbal or nonverbal insults or denigrating messages communicated toward a marginalized person, often by someone who may be well-intentioned but unaware of the impact their words or actions have on the target.

Oppression occurs when individuals are mistreated and excluded from society due to their identity. Oppression is the combination of prejudice and institutional power which creates a system that maintains advantage and disadvantage based on social group memberships. Oppression discriminates against some groups and benefits other groups.

Power is the capability to influence the behaviour, thoughts, and decisions of others, oneself, and/or the course of events. It can be derived from the economy, government, or community. Economic power involves managing money and resources, while political power entails implementing changes in government decision-making processes. Social power involves using cultural values, beliefs, and norms to alter people's actions, thoughts, and emotions.

Privilege refers to unearned access to resources that enhance one's chances of getting what one needs in order to lead a comfortable, productive and safe life. It is only readily available to some people as a result of their advantaged social group membership and is often visible to those who have it.

Racism means the discrimination or antagonism by, or the prejudice of, an individual, community or institution against a person or people based on the person's or people's membership or perceived membership in a racial or ethnic group, and having the power to carry out that discrimination, antagonism or prejudice through institutional policies and practices that shape cultural beliefs and values of a society.

Representative diversity is an outcome of proactive measures to correct systemic disadvantage, and to create equitable opportunity structures and pathways for a critical mass of those who are historically underserved and underrepresented.

Social identity is a category of differences that describes a set of common physical traits, characteristics, or attributes. It is influenced by social categories such as class, gender, ethnicity, sexual orientation, and by the social groups we belong to. A social group is a group of people who share a range of physical, cultural, or social characteristics within one of the social identity categories such as sexual identity and romantic orientation, persons with disabilities, race, indigenous identity, religious identity, age, gender identity, and ethnicity.

Stereotypes refer to the widely held, oversimplified ideas we hold about a person or person based on their identities, real or perceived. Usually, stereotypes are based on assumptions, popular opinion, or misinformation, are generally negative, are sweeping and simple, and are often characterized by words such as "always" and "never".

Systems of Oppression helps us better identify inequity by calling attention to the historical and organized patterns of mistreatment like racism, sexism, heterosexism, ableism, classism, and ageism. These systems enable dominant groups to exert control over target groups by limiting their rights, freedom, and access to basic resources such as health care, education, employment, and housing.

Underrepresented or Underserved Communities include Mi'kmaw and person of Indigenous descent, African Nova Scotians and persons of African descent, persons of colour, newcomers including immigrants and refugees, 2SLGBTQIA+ specifically 2 Spirit, lesbian, gay, bisexual/biromantic, transgender, queer and/or questioning, intersex, asexual/aromantic and others whose identities are not reflected, persons with disabilities including physical and mental, persons who are neurodivergent, and in some contexts women.

Appendix “B”

Terms of Reference - Annapolis County Inclusion, Diversity, Equity and Accessibility (IDEA) Advisory Committee

Purpose

The purpose of the Annapolis County IDEA Advisory Committee is to:

- a. provide meaningful and impactful advice to Town of Annapolis Royal, Village of Lawrencetown, Town of Middleton, and Municipality of the County of Annapolis related to inclusion, diversity, equity and accessibility, and
- b. to research, consult, engage, and consider opportunities to educate and inform local residents, businesses, local governments, and visitors on the importance of diversity and inclusion, the value and benefits of equity and accessibility, and ways in which all persons can work together to support a more welcoming and inclusive community. and
- c. act as the voice and advocate for all residents and businesses in Annapolis County, promoting inclusion and accessibility for all, speaking out against and educating those in need when hate, racism, or discriminatory words or actions are promulgated in our community, and being the community voice with the media for such comments and public education, and
- d. recommend to the four local governments individually or jointly, new policies, bylaws, practices, programs, services, or infrastructure changes needed to improve inclusion, diversity, equity, and accessibility for all.

Authority

Annapolis County IDEA Advisory Committee has been granted its legal authority to assist the four local governments by providing meaningful and impactful advice regarding inclusion, diversity, equity and accessibility programs, services, and infrastructure throughout Annapolis County by virtue of being delegated this responsibility through permission from their respective Councils and Village Commission with the signing of this Terms of Reference to participate in this Inter-Municipal Group on November ??, 2024. Each Council and Commission gains its responsibility and authority for inter-municipal agreements through various parts of the *Municipal Government Act* including Sections 60 and 61.

Scope

The scope of the Annapolis County IDEA Advisory Committee shall be to review, assess, and make recommendations to Town of Annapolis Royal, Village of Lawrencetown, Town of Middleton, and Municipality of the County of Annapolis' current operations specifically, and the overall community more

generally, looking for opportunities for each municipality and the community to become more inclusive, diverse, equitable, and accessible. including, but not limited to:

1. a review of the current policies, bylaws, and practices of each municipality with an IDEA lens; and
2. a review of the current properties and facilities of each local government with an IDEA lens; and
3. review all materials provided to Advisory Committee members by the Chief Administrative Officers / Clerk/Treasurer or their designates, along with their own independent research, to prepare for each Advisory Committee meeting; and
4. being open and objective to all ideas, suggestions, and opportunities, while understanding the importance of community awareness and education throughout Annapolis County, focusing on long-term community appreciation of the value and contribution of each citizen and their background, culture, knowledge, and skills; and
5. receive presentations, letters, emails, phone calls, and materials from community members and community experts, or community resources where applicable, related to IDEA, and seek to incorporate the relevant information and ideas into current and future workplans; and
6. carry out a review of provincial and federal legislation to ensure all Advisory Committee members are aware of its legal opportunities and constraints and make recommendations for changes to the four local governments where the Advisory Committee feels changes to legislation are needed to support IDEA within Annapolis County and Nova Scotia; and
7. where financial resources allow, create, promote, and recommend to the Chief Administrative Officer / Clerk/Treasurer small grants to community organizations that create, develop, plan, host, or offer programs, services, events, or functions that directly support the goals of IDEA throughout Annapolis County with public awareness and education; and
8. act as the media liaison and public information source for all activities and actions of the IDEA Working Group.

Role of Chairperson

The Chairperson is ultimately responsible for organizing, chairing and facilitating all meetings, ensuring that appropriate research, directions and recommendations are given by the Advisory Committee to staff, including the

provision for adoption of work plans, policy directions, development of strategies, performing IDEA reviews of individual local governments or jointly, and discussing opportunities for enhancing inclusion, diversity, equity and accessibility in each of the local governments, as well as all other items incidental to the effective inter-municipal operations of the four local governments respecting IDEA.

Role of Vice Chairperson

A Vice Chairperson shall be appointed and act in the place of the Chairperson during absences, unavailability or conflicts of interest of the Chairperson.

Role of Chief Administrative Officers and Clerk / Treasurer

Chief Administrative Officers and Clerk/Treasurer shall carry out the functions and roles as requested by the Annapolis County IDEA Advisory Committee from time to time and shall act as staff resources to the Advisory Committee. These persons, or their designates, shall lead the research and report writing aspect of the Advisory Committee's efforts to ensure the Advisory Committee has the best available information upon which to make a decision or recommendations to their own Council or Commission.

Membership

Membership on the Annapolis County IDEA Advisory Committee shall include up to ten (10) persons from across Annapolis County, duly appointed by the IDEA Governance Committee pursuant to the *Municipal Government Act*. Members appointed to the IDEA Advisory Committee should have first hand lived experiences as a person from an underrepresented or underserved community, or work directly in an employment role with such community members, have strong community knowledge, a solid understanding of inclusion, diversity, equity and accessibility policies, practices, and terminology, as well as knowledge and ability to understand and respond to overt discriminatory and racist actions in the community and be comfortable having difficult conversations about such. Each local government's Chief Administrative Officer and Clerk/Treasurer, or designate, shall act as a staff resource to the Advisory Committee.

Reporting Relationship

Annapolis County IDEA Advisory Committee and its members shall report directly to a sub-committee of the four local governments consisting of the Mayors and Deputy Mayors, Warden and Deputy Warden, and Commission Chairperson and Vice Chairperson of each of their respective local government, or Council and Commission designates for operational support, and indirectly to the four

Councils and Commissions of the local governments for budgetary issues. This sub-committee shall be known as the IDEA Governance Committee.

Duration of Appointments

Persons appointed to the Annapolis County IDEA Advisory Committee are to prepare and implement its own workplan in three-year cycles and therefore all members shall be appointed for 3-year terms, beginning on December 1, 2024.

Frequency of Meetings

Meetings of the Annapolis County IDEA Advisory Committee shall be held on such day as the Advisory Committee decides at the first meeting of the Advisory Committee, with such meetings taking place at the time agreed to by the Advisory Committee. Additional meetings may be held, or the above meetings date and times changed, when agreed to by consensus of the Advisory Committee and prior notification is provided to Advisory Committee members.

Quorum Requirements

No decisions may be made at any Annapolis County IDEA Advisory Committee meeting unless a majority of the members of the Advisory Committee duly appointed are present.

Agenda, Minutes and Resolutions

Minutes and recommendations of the Annapolis County IDEA Advisory Committee shall be provided to each member of the Advisory Committee within a reasonable time after the conclusion of such meeting. Chief Administrative Officers and Clerk/Treasurer or designates, will endeavour to provide each member of the Advisory Group with the agenda and required supporting documentation at least seven (7) days prior to each meeting.

Conflict of Interest

It is expected that all members of the Annapolis County IDEA Advisory Committee will adhere to the *Municipal Conflict of Interest Act*, disclosing any pecuniary or indirect pecuniary interest in any matter before the Advisory Committee and refraining from taking part in, or trying to influence either before or after the meeting, any directions or decisions respecting such matters. Any breach of this guideline will require the Chairperson to ask the IDEA Governance Committee to remove that member and appoint another member in their stead. If the breach is by the Chairperson, this shall be reported to the IDEA Governance Committee by the Vice Chairperson.

Resources

Annapolis County IDEA Advisory Committee shall have access to the resources of the three Chief Administrative Officers and Clerk/Treasurer and other appropriate municipal and village staff as authorized by the Chief Administrative Officers and Clerk/Treasurer; to undertake the required research it needs in order to make the most appropriate decisions and recommendations in a timely manner. Requests for resources above the annual budgeted amount for this Advisory Committee shall be made by the Advisory Committee to the IDEA Governance Committee, on an as-needed basis. The Advisory Committee may apply for and accept funding for studies or staff support from external sources through one of the participating municipalities that is within the current municipal budgets or otherwise approved by the IDEA Governance Committee.

Decision Making Process

All decisions of the Annapolis County IDEA Advisory Committee shall be made by consensus vote of Advisory Committee members. Where a consensus is not forthcoming, the decision shall be determined in the negative. The Advisory Committee has authority to oversee and facilitate the research and data collection process by requesting such information from the Chief Administrative Officers and Clerk/Treasurer, and their staff, Advisory Committee members, or other private sector or government sources.

Confidentiality

All meetings of the Annapolis County IDEA Advisory Committee are considered public, except those matters deemed to be private and confidential in nature and subject to Section 22 of the Municipal Government Act. Minutes and subsequent resolutions of such meetings shall be recorded and publicly available upon approval by the Advisory Committee. Information and reports of the Advisory Committee shall be subject to normal Freedom of Information and Protection of Privacy (FOIPOP) regulations.

Communications

All communications and messaging from the Annapolis County IDEA Advisory Committee's work and activities shall come solely from the Chairperson or their designate. It is expected that all decisions of the Advisory Committee will be supported by all members of the Advisory Committee upon ratification. This does not limit the ability of individual member's from speaking freely with the media, but in all such cases the individual Advisory Committee member should be clear that it is their personal opinion and not that of the Annapolis County IDEA Advisory Committee.

Reporting

At least bi-annually, the Chairperson shall provide a written report to the IDEA Governance Committee concerning the Advisory Committee's work plan progress to date, focus, strategies, and priorities. Should any Council or the Commission request an oral presentation directly, this request must be made to the Chairperson who will seek the Advisory Committee's permission to do so or provide more information via alternate means.

Responsibilities

Annapolis County IDEA Advisory Committee shall be responsible for providing advice, feedback and input into the creation of an inclusion, diversity, equity and accessibility workplan for Annapolis County. Thereafter, IDEA Advisory Committee shall review, assess, evaluate and monitor its effectiveness and act as the advocate and voice for residents, businesses, and communities through public engagement, public meetings, and public information, discussing options and opportunities for collaboration, and making timely decisions and recommendations in the best interests of all residents of Annapolis County.

Approved:

Mayor
Town of Annapolis Royal

Date

Chairman Brian Reid
Village of Lawrencetown

Date

Mayor Gail Smith
Town of Middleton

Date

Warden
Municipality of the County of Annapolis

Date

REQUEST FOR DECISION
Proposed Joint Police Advisory Board
RFD#: 051-2024



To: Town Council
From: Ashley Crocker, CAO
Date: November 18, 2024
Subject: Proposed Joint Police Advisory Board

Guiding Principles for Decision-Making

Accountability Transportation Diversity Sustainability Engaged Informed

References/Attachments

- Letter from Town of Middleton to County of Annapolis dated October 2, 2024
- Letter from County of Annapolis to Town of Middleton dated October 17, 2024

Legislation

- *Municipal Government Act*
- *Police Act*

Recommendation

That Town Council endorse the concept of a joint Police Advisory Board structure with the Municipality of the County of Annapolis and that a proposed board terms of reference be brought forward to Council for final review and potential adoption.

Background

At the July 8, 2024 Police Advisory Board (PAB) meeting, a discussion was held about potentially establishing a joint Police Advisory Board with the County of Annapolis. The Board agreed that there would be some benefits to having a joint board, given that the Annapolis District RCMP services both the County of Annapolis and the Town of Middleton. The PAB suggested that the CAO send a letter to the County of Annapolis to gauge their interest in forming a joint board. The letter is attached.

Currently, the Town's Police Advisory Board meets four times a year (once quarterly) and has seven (7) total members: three (3) community members with an interest in community safety, three (3) members of Council, and one (1) member of the public appointed by the province. The provincial representative has not been appointed in the past few years.

REQUEST FOR DECISION
Proposed Joint Police Advisory Board
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Section 57 of the Police Act (see below) provides that each municipality with an RCMP policing service shall establish a Police Advisory Board with representatives from the public, council, and a provincial appointee. Individual municipal units with police advisory boards can establish boards with five members or seven members. The current Town of Middleton PAB has seven total members. If municipal units choose to create a joint advisory board, it may consist of up to nine (9) members from the two councils and community members.

Legislative Requirements – Municipal Government Act

Section 54(1) of the *Municipal Government Act* states that Council may provide police services in the Town/Municipality by a combination of methods authorized pursuant to the Police Act and the board of police commissioners if a municipality has jurisdiction over the provision of the police services, notwithstanding that they are provided by a combination of methods.

Legislative Requirements – Police Act

Section 57 of the *Police Act* states that:

- (1) A municipality receiving policing services in whole or in part from the Royal Canadian Mounted Police or the Provincial Police shall establish a police advisory board.
- (2) An advisory board consists of five or seven members.
- (3) A five-member advisory board consists of
 - (a) two members of council appointed by resolution of the council;
 - (b) two members appointed by resolution of the council, who are neither members of council nor employees of the municipality; and
 - (c) one member appointed by the Minister.
- (4) A seven-member advisory board consists of
 - (a) three members of council appointed by resolution of the council;
 - (b) three members appointed by resolution of the council, who are neither members of council nor employees of the municipality; and
 - (c) one member appointed by the Minister.
- (5) Where two or more municipalities have entered into an agreement pursuant to Section 84 to be policed by the Royal Canadian Mounted Police or the Provincial Police, unless provided otherwise in the agreement, the advisory board consists of:
 - (a) two members from each municipal council appointed by resolution of that council;
 - (b) two members from each municipality appointed by resolution of the council, who are neither members of council nor employees of the municipality; and
 - (c) one member appointed by the Minister.

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(5A) Notwithstanding subsection (1), where two or more municipalities have common issues respecting policing in their municipalities and are policed by the Royal Canadian Mounted Police, they may, with the Minister's approval, establish a joint advisory board by entering into an agreement to do so.

- (5B) A joint advisory board established pursuant to subsection (5A) consists of
- (a) two members from each council appointed by resolution of that council;
 - (b) two members from each municipality appointed by resolution of the council, who are neither members of council nor employees of the municipality; and
 - (c) one member appointed by the Minister.

(6) The chief officer and the chief administrative officer of the municipality must receive notice of the meetings of an advisory board and are entitled to attend such meetings but not to vote.

- (7) A member of an advisory board may be dismissed by
- (a) the Minister, if the Minister appointed the member; or
 - (b) resolution of municipal council, if the council appointed the member.

The County of Annapolis responded to the Town’s letter on October 17, 2024 noting that County Council unanimously approved the concept in their meeting on October 15, 2024, and requested that a terms of reference for the new committee be created and brought back to Council for approval.

Financial Implications

None known at this time.

Strategic Plan/Operating Plan Alignment

Check Applicable	Strategic Priority Area	Comments
	Environment	
	Infrastructure	
	Economy	
X	Community	
X	Governance	

REQUEST FOR DECISION
Proposed Joint Police Advisory Board
RFD#: 051-2024



	Council Strategic Initiative	
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Alternatives

N/A

Community Engagement/Communication

N/A

CAO Comments

The CAO supports the recommendation of staff.

CAO Initials: AC

Target Decision Date: 18 November 2024



Office of the
Chief Administrative Officer
Ashley Crocker
Ph: (902)825-4841 | Fax: (902)825-6460
Email: acrocker@town.middleton.ns.ca
www.discovermiddleton.ca

October 2, 2024

Chris McNeill
752 St. George Street
PO Box 100
Annapolis Royal, NS B0S 1A0

Re: Police Advisory Boards

Dear Mr. McNeill:

During our last Police Advisory Board (PAB) meeting, the idea was brought forward regarding combining the Annapolis County PAB with the Town of Middleton PAB, rather than maintaining two separate boards. Middleton's PAB meets quarterly; it would be worthwhile exploring the benefits of a unified PAB that includes both the County and the Town.

A combined PAB could streamline communication and decision-making with the RCMP, given that the Annapolis District RCMP serves both the County and the Town. A single board could lead to more cohesive planning and resource allocation for RCMP across the region. It might also enhance collaboration between the County and the Town, ensuring that both entities are aligned in their goals and strategies.

There could be challenges in addressing the unique needs and priorities of each area within a single board. It is essential to consider how we can effectively represent and balance the interests of both the County and the Town in a merged PAB.

Please consider discussing this with your PAB, and let me know if this is something we should explore further.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ashley Crocker", is written in a cursive style.

Ashley Crocker, MBA, CPA
Chief Administrative Officer
Town of Middleton



COUNTY of ANNAPOLIS
NATURALLY ROOTED

752 St. George Street, PO Box 100
Annapolis Royal, Nova Scotia, Canada B0S 1A0
Phone: (902) 532-2331 Fax: (902) 532-2096
Website: AnnapolisCounty.ca

October 17, 2024

Ashley Crocker
Chief Administrative Officer
Town of Middleton
P.O. Box 340
Middleton, Nova Scotia
B0S 1P0

Dear Ashley Crocker:

Thank you for your letter of October 2, 2024, to Chris McNeill, Chief Administrative Officer, respecting the Town of Middleton's interest in establishing a joint Police Advisory Board, to replace the two current separate police advisory boards in Middleton and Annapolis County.

The matter was discussed by Council on October 15, 2024, and Council unanimously approved the concept and requested that a new draft terms of reference be created to be brought back to municipal council for approval. I will leave this with you and our Chief Administrative Officer to prepare these terms of reference in the next few weeks and to ensure they are brought forward for approval in a timely manner to the two new councils.

Thank you for initiating this important collaborative opportunity. We are pleased to support these ongoing joint projects to strengthen both of our communities and seek ways to be more effective and efficient in our municipalities.

Yours sincerely,

Alex Morrison
Warden

c. Municipal Council
S/Sgt. Mike Maxwell, Annapolis RCMP
Carolyn Young, Municipal Clerk

REQUEST FOR DECISION
Craft Brewery – 65 School Street
RFD#: 050-2024



To: Town Council
From: Sara Marceau, Planning Services Coordinator
Date: November 18, 2024
Subject: Craft Brewery – 65 School Street (1st Reading)

Guiding Principles for Decision-Making

Accountability Transportation Diversity Sustainability Engaged Informed

References/Attachments

- Middleton Municipal Planning Strategy (MPS)
- Middleton Land Use Bylaw (LUB)
- Policy G 1.2: Public Participation Program
- *Municipal Government Act*: Part VIII – Planning and Development
- Planning Advisory Committee Minutes – October 16, 2024
- Planning Report dated October 16, 2024

Legislation

- *Municipal Government Act*

Recommendation

That Town Council, on positive recommendation of the Planning Advisory Committee, gives 1st Reading to the new definition of Craft Food and Beverage Production, and adds it as a permitted use in Commercial Downtown (CD) zone, Commercial General (CG) zone, and Industrial and Commercial Enterprise (ICE) zone and schedules a Public Hearing followed by 2nd Reading for December 16, 2024.

Background

See attached Planning Report and October 16, 2024 PAC Minutes.

Financial Implications

Land Use By-law text amendments require the Planner/Development Officer to lead the process. The proposed cost for the Planner/Development Officer and advertising/notifications have been budgeted for this fiscal year.

REQUEST FOR DECISION
Craft Brewery – 65 School Street
RFD#: 050-2024



Strategic Plan/Operating Plan Alignment

Check Applicable	Strategic Priority Area	Comments
	Environment	
	Infrastructure	
	Economy	
X	Community	All Land Use By-law text amendments require community consultation.
X	Governance	The process for Land Use By-law amendments is outlined in the MGA and internal policies and bylaws.
	Council Strategic Initiative	

Alternatives

N/A

Community Engagement/Communication

Land Use By-law amendments require community engagement:

- A Public Hearing will be held prior to Council reviewing the proposed amendments.

CAO Comments

The CAO supports the recommendation of staff.

CAO Initials: AC

Target Decision Date: 18 November 2024

Planning Report

October 2024



To: Middleton Planning Advisory Committee

From: Ning Liang
Town Planner

Date: October 16th, 2024

Reference: Application for a text amendment to the Town of Middleton Land Use Bylaw for the addition of Craft Food and Beverage Production as a definition and permitted use in the Commercial Downtown (CD) zone, Commercial General (CG) zone, and Industry and Commercial Enterprise (ICE) zone.

Recommendation:

That Municipal Council **approve the** addition of Craft Food and Beverage Production as a definition and add it as a permitted use in the Commercial Downtown (CD) zone, Commercial General (CG) zone, and Industry and Commercial Enterprise (ICE) zone.

Information:

The Town of Middleton received the Land Use Bylaw text amendment on May 29th, 2024. The applicant, Jamie Peppard, is seeking to construct a craft brewery “as-of-right” at 65 School Street, Middleton. Craft brewery is a use not defined and permitted in the Town’s Land Use Bylaw (LUB). The applicant is requesting to amend the Town’s LUB to define and include craft brewery as a permitted use in the zone of the subject property.

Subject Property	
Plan Area:	Town of Middleton
Designation:	Commercial Downtown (CD)
Zoning:	Commercial Downtown (CD)
Wellfield:	No
Heritage:	No
PID:	05082045
Lot:	63-65 School Street
Total Area:	23 106 ft ²

Background:

The Town of Middleton received an application from the applicant, Jamie Peppard, to amend the Town’s LUB on May 29th, 2024. The applicant wants to construct a craft brewery on his property PID 05082045 on School Street, which is within the Commercial Downtown (CD) zone. Craft brewery usually refers to a use that manufactures and sells beer and other alcoholic beverages and may have a restaurant on the same premises. The Town’s LUB currently does not define and include such a use. Permitting craft brewery in the Town of Middleton would require adding a new definition that describes the use of its kind to the LUB and permitting it in the appropriate zone.

Planning staff recommend adding the following definition of Craft Food and Beverage Production to the Town's LUB:

"31 Craft Food and Beverage Production means the use of a building or part thereof for the production of:

- *specialized food products intended for retail sale;*
- *not more than 150,000 hectolitres of beer, wine, mead, premixed cocktails, kombucha, or non-alcoholic beverages in a year; or*
- *not more than 75,000 litres of distilled spirits in a year;*

and may include public tasting and retail sales of the product but does not include a restaurant or licensed liquor establishment unless those uses are permitted as a main use in the applicable use zone."

Regarding the appropriate zones for permitting Craft Food and Beverage Production, in addition to the Commercial Downtown (CD) zone where the applicant's property is located, Commercial General (CG) zone and Industrial and Commercial Enterprise (ICE) zone can also accommodate this use. Regarding the eligibility of both zones for permitting Craft Food and Beverage Production, please see the Policy Analysis section.

Policy Analysis:

Encouraging new business and economic activities is fundamental to ensuring the sustainable growth and prosperity of the Town. As stated in the Town of Middleton's MPS, section 2.2, the Town's objective is to encourage a broad range of commercial activities, including retail, commercial, personal and commercial services, hospitality, and others, within the commercial downtown core to support its vitality. A wide range of commercial uses is also permitted in the General Commercial and Industry and Commercial Enterprise Development zones.

As MPS Policies C1 & C6.2, and C3 & C7.2 state, Commercial Downtown (CD) zone, and Commercial General (CG) zone are intended to include a broad range of commercial uses. Industry and Commercial Enterprise (ICE) zone also permits CG zone uses, in accordance with MPS policies ICE1 & ICE3.2. For a complete list of applicable, please see Appendix A.

Options:

1. Recommend that Council approves the new definition of Craft Food and Beverage Production, and add it as a permitted use in Commercial Downtown (CD) zone, Commercial General (CG) zone, and Industrial and Commercial Enterprise (ICE) zone.
2. Recommend that Council approves the new definition of Craft Food and Beverage Production, and add it as a permitted use only in Commercial Downtown (CD) zone.
3. Council does not approve the new definition of Craft Food and Beverage Production.

Conclusion:

Planning staff support adding the new definition of Craft Food and Beverage Production and permitting it in Commercial Downtown (CD) zone, Commercial General (CG) zone, and Industrial and Commercial (ICE) zone. Craft Food and Beverage Production as a commercial use meets the intent of these zones. Permitting Craft Food and Beverage Production also aligns with the Town’s objective of commercial development.

Staff Recommendation to PAC:

Option 1. Approve the new definition and permit Craft Food and Beverage Production in Commercial Downtown (CD) zone, Commercial General (CG) zone, and Industrial and Commercial (ICE) zone.

Proposed Motion for PAC:

Be it resolved THAT the Planning Advisory Committee recommends that the Town of Middleton Council approve the LUB amendments regarding adding a new definition of Craft Food and Beverage Production and adding it as a permitted use in Commercial Downtown (CD) zone, Commercial General (CG) zone, and Industrial and Commercial Enterprise (ICE) zone.

Proposed Motion for Council, First Reading:

Be it resolved THAT Municipal Council give First Reading to and schedule a Public Hearing for the LUB amendments regarding adding a new definition of Craft Food and Beverage Production and adding it as a permitted use in Commercial Downtown (CD) zone, Commercial General (CG) zone, and Industrial and Commercial Enterprise (ICE) zone.

Appendix A: Summary of Relevant Policies

MPS Policy C1

It shall be the intention of Council to Create a Commercial Downtown Designation on the Generalized Future Land Use Map and encourage a broad range of commercial, institutional, and community uses within a convenient, compact, and pedestrian-oriented commercial district.

MPS Policy C3

It shall be the intention of Council to create a Commercial General Designation on the Generalized Future Land Use Map and encourage a range of general and highway-oriented commercial and accommodation uses.

MPS Policy C6.2

The Commercial Downtown (CD) Zone shall include a broad range of commercial uses, including retail, commercial and personal service, commercial and professional office, commercial accommodation and hospitality, as well as institutional, community, and residential uses as permitted uses.

MPS Policy C7.2

The Commercial General (CG) Zone shall include retail, commercial and personal service, commercial and professional office, commercial accommodation, commercial uses requiring permanent outdoor display and storage, as well as institutional and existing residential uses, as permitted uses.

MPS Policy ICE1

It shall be the intention of Council to create an Industry and Commercial Enterprise Designation on the Generalized Future Land Use Map and encourage a range of industrial, commercial, institutional, and community uses within an area that has been specifically developed for commercial and industrial enterprises requiring larger lot area and related infrastructure.

MPS Policy ICE3.2

The Industry and Commercial Enterprise (ICE) Zone shall include a range of industrial, manufacturing, processing, industrial service, warehouse, and transportation and distribution uses, as well as a range of general commercial, commercial display, wholesale, and institutional uses.

Appendix B: Proposed Land Use By-law Amendments

TOWN OF MIDDLETON LAND USE BY-LAW AMENDMENTS

1. Part 3 “Definitions” is hereby amended by adding the following **text in bold**. The number of the subsections afterward the added text also changes accordingly.

31 Craft Food and Beverage Production means the use of a building or part thereof for the production of:

- (a) specialized food products intended for retail sale;**
- (b) not more than 150,000 hectolitres of beer, wine, mead, premixed cocktails, kombucha, or non-alcoholic beverages in a year; or**
- (c) not more than 75,000 litres of distilled spirits in a year;**

and may include public tasting and retail sales of the product but does not include a restaurant or licensed liquor establishment unless those uses are permitted as a main use in the applicable use zone.

2. Part 11 “Commercial Downtown (CD) Zone” is hereby amended by adding the following **text in bold** to Subsection 11.1 titled “Uses Permitted”.

11.1 Uses Permitted

No development permit shall be issued in a Commercial Downtown (CD) zone, except for one or more of the following uses:

- Retail
- Commercial Services
- **Craft Food and Beverage Productions**
- Personal Services
- Business and Professional Offices

.....

3. Part 12 “Commercial General (CG) Zone” is hereby amended by adding the following **text in bold** to Subsection 12.1 titled “Uses Permitted”.

12.1 Uses Permitted

No development permit shall be issued in a Commercial General (CG) zone, except for one or more of the following uses:

- Retail
- Commercial Services
- **Craft Food and Beverage Productions**
- Personal Services
- Business and Professional Offices

.....

4. Part 13 “Industry and Commercial Enterprise (ICE) Zone” is hereby amended by adding the following **text in bold** to Subsection 13.1 titled “Uses Permitted”.

13.1 Uses Permitted

No development permit shall be issued in an Industry and Commercial Enterprise (ICE) Zone, except for one or more of the following uses:

- Any manufacturing, processing, industrial or assembly operation, excepting those connected with primary petroleum, metal, scrap metal, or chemical industries and motorized transportation equipment
- **Craft Food and Beverage Productions**
- Warehousing
-

REQUEST FOR DECISION
CCBF Municipal Funding Agreement
RFD#: 049-2024



To: Town Council and CAO, Ashley Crocker
From: Brigitte Stennett, Director of Finance
Date: November 18, 2024
Subject: CCBF Renewal- Municipal Funding Agreement

Guiding Principles for Decision-Making

Accountability Transportation Diversity Sustainability Engaged Informed

References/Attachments

- Municipal Funding Agreement for the Canada Community-Building Fund

Legislation

- N/A

Recommendation

That Council approves that the Mayor and CAO execute the new agreement with the federal government under the Canada Community-Building Fund (CCBF).

Background

CCBF is a ten-year Agreement that will provide over \$310 million in the first five years to Nova Scotia's 49 municipalities, offering up-front and predictable long-term funding to help address local infrastructure priorities.

With the Administrative Agreement, Canada and Nova Scotia wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong cities and communities, building on:

- The success of the Previous Agreements;
- Section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24, under which, starting in 2014-2015, the Government of Canada makes up to \$2 billion per year available for the purpose of municipal, regional and First Nations infrastructure;
- Economic Action Plan 2013, through which the Government of Canada announced a renewed Gas Tax Fund which included the indexation of the Gas Tax Fund funding at two percent per year,

REQUEST FOR DECISION
CCBF Municipal Funding Agreement
RFD#: 049-2024



with increases to be applied in \$100 million increments (confirmed through Section 199 of Budget Implementation Act, 2021, No. 1 (Budget 2021) in which the Gas Tax Fund was renamed the Canada Community-Building Fund;

- Budget 2022 (A Plan to Grow Our Economy and Make Life More Affordable) in which the Government of Canada ties access to infrastructure funding to actions by provinces, territories, and municipalities to increase housing supply where it makes sense to do so; and
- Nova Scotia’s Budget 2024 to 2025 (Build Nova Scotia, Faster), including new funding to advance Nova Scotia’s 5-Year *Our Homes, Action for Housing* plan, which includes 12 key actions to increase housing supply, grow and sustain affordable housing, and deliver programs people need, as informed by comprehensive data from the provincial and municipal Housing Needs Assessment Reports.

Financial Implications

Nova Scotia agrees to allocate any CCBF funding that may be received by Nova Scotia from Canada to Municipalities solely for Eligible Projects and solely for the purpose of Eligible Expenditures. Municipal allocations will be based upon a formula as recommended by the Nova Scotia Federation of Municipalities as per the Administrative Agreement. The Municipal Funding Agreement (MFA) for 2024-25 for the municipality of the Town of Middleton is \$154,324.

Strategic Plan/Operating Plan Alignment

Check Applicable	Strategic Priority Area	Comments
	Environment	
X	Infrastructure	
	Economy	
X	Community	
	Governance	
	Council Strategic Initiative	

**REQUEST FOR DECISION
CCBF Municipal Funding Agreement
RFD#: 049-2024**



Alternatives

N/A

Community Engagement/Communication

N/A

CAO Signature: AC_____

Target Decision Date: 18 November 2024



**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

October 24, 2024

Ashley Crocker
Chief Administrative Officer
Town of Middleton
acrocker@town.middleton.ns.ca

Dear Ashley:

I am pleased to follow up with you regarding the signing of the new agreement with the federal government under the Canada Community-Building Fund (CCBF), known as the Administrative Agreement. CCBF is a ten-year Agreement that will provide over \$310 million in the first five years to our 49 municipalities, offering up-front and predictable long-term funding to help address local infrastructure priorities.

Enclosed with this letter is your Municipal Funding Agreement (MFA) for signing. A copy of the Administrative Agreement, along with the 2024-25 funding amounts for your municipality, can be found on the NS CCBF website (<https://beta.novascotia.ca/canada-community-building-fund-municipalities>).

The renewed CCBF places emphasis on housing supply, recognizing the importance of supporting municipalities as they meet this need. In the coming month, we will work closely with all municipalities to communicate new requirements and offer guidance on reporting requirements. We are here to assist in navigating these adjustments and to provide ongoing support.

Please return signed agreement to the program email: CCBF@novascotia.ca. If you have any questions or require further information, feel free to contact us at your convenience.

We look forward to continuing our collaboration in building stronger and more vibrant communities across Nova Scotia.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John A. Lohr'.

Honourable John A. Lohr
Minister of Municipal Affairs and Housing

c: Brigitte Stennet, financedirector@town.middleton.ns.ca

**MUNICIPAL FUNDING AGREEMENT
FOR THE CANADA COMMUNITY-BUILDING FUND**

BETWEEN: HIS MAJESTY THE KING IN RIGHT OF Nova Scotia, as represented by the Minister of Municipal Affairs and Housing (“Nova Scotia”)

AND: Town of Middleton
in the Province of Nova Scotia (the “Municipality”)
collectively referred to as the “Parties”

WHEREAS His Majesty the King in Right of Canada, as represented by the Minister of Housing, Infrastructure, and Communities (“Canada”) and His Majesty the King in Right of Nova Scotia, as represented by the Minister of Municipal Affairs and Housing (“Nova Scotia”), entered into an Administrative Agreement for the Canada Community-Building Fund (“CCBF”) effective **April 1, 2024**, respecting the roles and responsibilities of Canada and Nova Scotia for the administration of the CCBF; and

WHEREAS Nova Scotia has agreed to administer the Administrative Agreement on behalf of Canada and allocate to Municipalities any CCBF funding that may be transferred by Canada under the Administrative Agreement for the purposes described in the Administrative Agreement; and

WHEREAS the Parties agree that any CCBF funding allocated to Municipalities is to help Nova Scotia communities build and revitalize their public municipal infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong cities and communities;

THEREFORE, the Parties agree as follows:

1. PURPOSE

This Municipal Funding Agreement (“MFA”) sets out the roles and responsibilities of Nova Scotia and the Municipality for the administration of the CCBF.

2. CONTEXT

With the Administrative Agreement, Canada and Nova Scotia wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong cities and communities, building on:

- the success of the Previous Agreements;
- Section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24, under which, starting in 2014-2015, the Government of Canada makes up to \$2 billion per year available for the purpose of municipal, regional and First Nations infrastructure;

- Economic Action Plan 2013, through which the Government of Canada announced a renewed Gas Tax Fund which included the indexation of the Gas Tax Fund funding at two percent per year, with increases to be applied in \$100 million increments (confirmed through section 161 of the Keeping Canada’s Economy and Jobs Growing Act, S.C. 2011, c. 24 as amended by section 233 of the Economic Action Plan 2013 Act, No. 1, S.C. 2013, c. 33);
- Section 199 of Budget Implementation Act, 2021, No. 1 (Budget 2021) in which the Gas Tax Fund was renamed the Canada Community-Building Fund;
- Budget 2022 (A Plan to Grow Our Economy and Make Life More Affordable) in which the Government of Canada ties access to infrastructure funding to actions by provinces, territories, and municipalities to increase housing supply where it makes sense to do so; and
- Nova Scotia’s Budget 2024 to 2025 (Build Nova Scotia, Faster), including new funding to advance Nova Scotia’s 5-Year *Our Homes, Action for Housing* plan, which includes 12 key actions to increase housing supply, grow and sustain affordable housing, and deliver programs people need, as informed by comprehensive data from the provincial and municipal Housing Needs Assessment Reports.

3. PRINCIPLES

Nova Scotia and the Municipality acknowledge that this MFA is based on the following principles:

- a) **Principle 1: Respect for Jurisdiction.** The CCBF is designed to leverage the strengths of each level of government and is based on the principle that each level of government has its own areas of jurisdiction and is accountable to its population for its delivery of the CCBF program. Canada respects the jurisdiction of provinces and territories over municipal institutions.
- b) **Principle 2: Flexibility of Approach.** In recognition of the diversity of Canadian provinces, territories, regions and communities, the CCBF recognizes the need for a flexible approach to program delivery. Wherever possible, the CCBF aims to employ regionally adapted delivery mechanisms, including the leveraging of existing delivery mechanisms and reporting structures.
- c) **Principle 3: Equitable Distribution.** The CCBF recognizes the importance of ensuring that the inter-provincial/territorial allocation is equitable while supporting meaningful infrastructure investments within the least populated jurisdictions.

- d) **Principle 4: Equity.** The CCBF is designed to afford participating municipalities with flexibility in developing projects and setting priorities, offering a wide range of possible project categories. Nova Scotia, and its Ultimate Recipients are expected to consider Gender Based Analysis Plus (GBA+) lenses when undertaking projects.
- e) **Principle 5: Complementarity.** The CCBF provides stable, predictable, long-term funding for communities. The CCBF is not to replace municipal operating and maintenance funding or municipal capital funds. The CCBF complements municipal funding for the purpose of creating or revitalizing municipal infrastructure. The CCBF also complements but does not replace other national infrastructure funding programs.
- f) **Principle 6: Transparency.** The CCBF is administered via an open and transparent governance process that includes regular evaluations and audits. Canada and Nova Scotia are committed to promoting and supporting accountability through regular, effective, and accurate program reporting to the Canadian public.
- g) **Principle 7: Commitment to Improve Housing Supply and Affordability.** Canada and Nova Scotia are committed to working collaboratively to address the national priority of increasing the supply of housing as well as the availability of affordable housing. Nova Scotia will work with Ultimate Recipients to leverage the CCBF to support housing investments in Nova Scotia, where it makes sense to do so.

4. ANNEXES AND SCHEDULES

The following annexes and schedules are attached to and form part of this MFA:

- Annex A: Definitions
- Annex B: Terms and Conditions, including:
 - 1. Allocation of Funds
 - 2. Delivery Mechanism
- Schedule A: Municipality Requirements
- Schedule B: Eligible Project Categories
- Schedule C: Eligible and Ineligible Expenditures
- Schedule D: Reporting
- Schedule E: Communications Protocol
- Schedule F: Asset Management
- Schedule G: Housing

The provisions of this MFA, including the annexes and schedules listed above, constitute the entire agreement between the Parties and supersede all previous communications, representations, agreements, whether oral or written, between the Parties with respect to the subject matter herein.

5. DEFINITIONS

Unless defined elsewhere in this Agreement, capitalized words used throughout this MFA are defined in Annex A (Definitions).

6. CANADA COMMUNITY BUILDING FUND

- 6.1. Any CCBF funding that may be transferred by Nova Scotia to the Municipality, when transferred, will be administered by the Municipality in accordance with this MFA, including the terms and conditions set out in Annex B (Terms and Conditions).
- 6.2. Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this MFA and will no longer be governed by the terms and conditions of a previous municipal funding agreement.

7. GENERAL

- 7.1. Nova Scotia and the Municipality acknowledge the financial contribution by Canada under this MFA and, in consideration of that contribution and notwithstanding that Canada is not a signatory to this MFA; the parties agree that the terms of this MFA applicable to, or with respect to, Canada are for its sole benefit.
- 7.2. Nothing in this MFA is to be construed as authorizing one Party to contract for or to incur any obligation on behalf of the other or to act as an agent for the other. Nothing in this MFA is to be construed as authorizing the Municipality, Village, Non-Municipal Entity, or any Third Party to contract for or to incur any obligation on behalf of either Party or to act as an agent for either Party.
- 7.3. The parties agree to give this MFA a fair and reasonable interpretation and, when required, to negotiate with fairness and candour any modifications or alteration thereof for the purpose of carrying out the intent of this MFA and or rectifying any omission in any of these provisions.
- 7.4. If there is a conflict between this MFA and the Administrative Agreement, the provision(s) of the Administrative Agreement will apply, and the conflicting provision(s) in this MFA will be of no force or effect.
- 7.5. This MFA shall be governed by the laws of Nova Scotia and Canada as applicable.

- 7.6. Nothing contained in this agreement shall constitute or be deemed to create a partnership or joint venture or employment relationship between the Parties. The parties shall each act as independent contractors for the purposes of this MFA.

8. DURATION, TERMINATION, AMENDMENT AND DEFAULT

- 8.1. This MFA will be effective as of April 1, 2024, and will be in effect until March 31, 2034, unless Nova Scotia and the Municipality agree to renew it. In the event where this MFA is not renewed, any Funds, Unspent Funds, and any interest earned that is held by the Municipality, that have not been expended on Eligible Projects as of March 31, 2034, will nevertheless continue to be subject to this MFA until such time as may be determined and agreed by Nova Scotia and the Municipality.
- 8.2. This MFA may be amended at any time in writing as agreed to by the Municipality and Nova Scotia.
- 8.3. This MFA may be terminated at any time and for any reason by Nova Scotia or the Municipality on two (2) years written notice. In the event where this MFA is so terminated, any Funds, Unspent Funds, and any interest earned that is held by the Municipality, that have not been expended on Eligible Projects as of the date of termination, will nevertheless continue to be subject to this MFA until such time as may be determined by Nova Scotia at its sole discretion.
- 8.4. Nova Scotia may declare a default of this MFA if a Municipality:
- a) has failed to comply with any condition, undertaking or material term of this MFA;
 - b) fails to implement or operate a project within the term of this MFA;
 - c) fails to obtain the necessary licenses, permits or approvals required to implement a project;
 - d) fails to implement any environmental mitigation requirements; or
 - e) fails to meet the reporting requirements of this MFA.
- 8.5. Nova Scotia will not declare a default of this MFA has occurred unless it has consulted with and given notice of default in writing to the Municipality of the occurrence which, in the opinion of Nova Scotia, constitutes an event of default.
- 8.6. The Municipality shall, within 30 days of receipt of the notice of default, either correct the condition that has led to the serving of notice or demonstrate to the satisfaction of Nova Scotia that it has taken such steps as are necessary to correct the condition.

- 8.7. If a default of this MFA occurs, Nova Scotia may inform the Municipality by notice in writing that Nova Scotia's obligation to transfer funds, or the balance of funds, to the Municipality is terminated, and if requested in writing, the Municipality agrees to reimburse Nova Scotia, within 60 days of the written request, for the amount dispersed.
- 8.8. In addition to any other remedy available at law, Nova Scotia reserves the right of set-off to recover any overpayments made to, or amounts owing by, the Municipality under this MFA.
- 8.9. The Municipality will indemnify and save harmless each of Canada and Nova Scotia and each of their respective ministers, servants, officers, employees and agents from and against all claims, liabilities, and demands of any kind with respect to any injury or death to a person, or damage to or loss or destruction of property, economic loss or infringement of rights by or arising directly or indirectly from:
- a) the Administrative Agreement and this MFA;
 - b) the performance of this MFA or the breach of any term or condition of it by the Municipality, a Village, a Non-Municipal Entity or by a Third Party, and any of its officers, employees, servants or agents;
 - c) the ongoing operation, maintenance and repair of the municipal Infrastructure resulting from any Eligible Projects commenced or completed under this MFA;
 - d) any omission or other wilful or negligent act of the Municipality, a Village, a Non-Municipal Entity or a Third Party, and their respective employees, officers, servants or agents.
- 8.10. The Parties' rights and obligations respecting access to records, liability for projects, and retaining title will survive the expiry or early termination of this MFA.

9. CORRESPONDENCE

9.1. Any notice or communication authorized or permitted with respect to this MFA shall be effectively given if:

- a) Delivered by hand;
- b) Sent by letter;
- c) Sent by electronic mail; or
- d) Sent by facsimile (FAX).

9.2. Any notice or communication required or permitted by this MFA to be made by the Municipality shall be provided to:

Director, Municipal Infrastructure
Department of Municipal Affairs and Housing
1505 Barrington Street
Maritime Centre, 14 North
P.O. Box 216
Halifax, Nova Scotia
B3J 2M4
Telephone: 902-424-6642
Facsimile: 902-424-0821
Email: CCBF@novascotia.ca

10. SIGNATURES

IN WITNESS WHEREOF, Nova Scotia and the Municipality have respectively executed and delivered this Municipal Funding Agreement on the date set out on the front page.

Town of Middleton,

By: _____
Name:
Title:

Date

Name:
Title:

Date

DEPARTMENT OF MUNICIPAL AFFAIRS AND HOUSING



By: _____
Honourable John A. Lohr
Minister of Municipal Affairs and
Housing

October 23, 2024

Date

In the presence of:



Witness: Marilyn Devlin

October 23, 2024

Date

ANNEX A – DEFINITIONS

“Administrative Agreement” means the Administrative Agreement on the Canada Community-Building Fund in Nova Scotia which came into effect as of April 1, 2024.

“Affordable Housing” means a dwelling unit where the cost of shelter, including rent and utilities, is a maximum of 30% of before-tax household income. The household income is defined as 80% or less of the Area Median Household Income (AMHI) for the metropolitan area or rural region of the Ultimate Recipient.

“Annual Expenditure Report” means the duly completed annual report to be prepared and delivered by the Municipality to Nova Scotia, as described in Schedule D (Reporting).

“Asset Management” is a principle/practice that includes planning processes, approaches, plans, or related documents that support an integrated lifecycle approach to the effective stewardship of infrastructure assets in order to maximize benefits and effectively manage risk.

“Asset Management Plan” means documents that support integrated, lifecycle approaches to effective stewardship of infrastructure assets to maximize benefits and manage risk. An Asset Management Plan may include:

- A Capital Investment Plan;
- An inventory of assets;
- Assessment of the condition of infrastructure;
- Level of service or risk assessment;
- A cost analysis;
- Community priority setting;
- Financial planning.

“Canada Community-Building Fund (CCBF)” means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

“Capital Investment Plan” means a template created by Nova Scotia to be used by a Municipality through a public process, providing a detailed understanding of anticipated investments into tangible capital assets that are considered priorities.

“Contract” means an agreement between an Ultimate Recipient and a Third Party whereby the latter agrees to supply a product or service for an Eligible Project in return for financial consideration.

“Eligible Expenditures” means those expenditures described as eligible in Schedule C (Eligible and Ineligible Expenditures).

“Eligible Projects” means projects as described in Schedule B (Eligible Project Categories).

“Fiscal Year” means the period beginning April 1 of a year and ending on March 31 of the following year.

“Funds” mean the funds made available to the Municipality through the CCBF, a program established by the Government of Canada under Section 161 of the Keeping Canada’s Economy and Jobs Growing Act, S.C. 2011, c. 24 as amended by Section 233 of the Economic Action Plan 2013 Act, No. 1, S.C. 2013, C. 33 or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and include any interest earned on said Funds.

“Gender Based Analysis Plus (GBA Plus or GBA+)” is an analytical process that provides a rigorous method for the assessment of systemic inequalities, as well as a means to assess how diverse groups of women, men, and gender diverse people may experience policies, programs and initiatives. The “plus” in GBA Plus acknowledges that GBA Plus is not just about differences between biological (sexes) and socio-cultural (genders). GBA Plus considers many other identity factors such as race, ethnicity, religion, age, and mental or physical disability, and how the interaction between these factors influences the way we might experience government policies and initiatives. Conducting a GBA Plus analysis involves considering all intersecting identity factors as part of GBA Plus, not only sex and gender. GBA+ is a priority for the Government of Canada.

“Housing Needs Assessment (HNA)” means a report informed by data and research describing the current and future housing needs of a Municipality or community according to guidance provided by Canada.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C (Eligible and Ineligible Expenditures).

“Infrastructure” means municipal or regional, publicly or privately owned tangible capital assets in Nova Scotia primarily for public use or benefit.

“Municipal Funding Agreement (MFA)” means this Municipal Canada Community Building Fund Agreement entered into by Nova Scotia and the Municipality which sets out the roles and responsibilities of Nova Scotia and the Municipality for administration of the CCBF, including Annexes and Schedules attached hereto.

“Municipality” means a municipality in Nova Scotia incorporated or continued pursuant to the Nova Scotia *Municipal Government Act* or the *Halifax Regional Municipality Charter*, and includes a regional municipality, town, county, or district municipality.

“Non-Municipal Entity” means an entity that is a not-for-profit, for profit, or non-governmental organization.

“Parties” means Nova Scotia and the Municipality.

“Previous Agreements” means any agreements between Canada and Nova Scotia for the purposes of administering the Gas Tax Fund or Canada Community-Building Fund (CCBF).

“Third Party” means any person or legal entity, other than Canada, Nova Scotia or an Ultimate Recipient, who participates in the implementation of an Eligible Project by means of a Contract.

“Ultimate Recipient” means:

- (i) a Municipality or its agent (including its wholly owned corporation);
- (ii) a non-municipal entity, including Indigenous recipients, non-governmental and not-for-profit organizations, on the condition that (a) the Municipality(ies) has (have) indicated support for the project through a formal resolution of its (their) council(s) or board(s).

“Units Enabled” means the number of new housing units enabled and, refers to the increased housing capacity resulting from the CCBF infrastructure investment, whether directly or indirectly.

“Unspent Funds” means funds that have not been spent towards an Eligible Project (as defined under the Previous Agreements) prior to the effective date of this Agreement.

“Village” means an incorporated village in Nova Scotia.

ANNEX B - TERMS AND CONDITIONS

1. ALLOCATION OF FUNDS

- 1.1. Nova Scotia agrees to allocate any CCBF funding that may be received by Nova Scotia from Canada to Municipalities solely for Eligible Projects as detailed in Schedule B (Eligible Project Categories) and solely for the purpose of Eligible Expenditures as detailed in Schedule C (Eligible and Ineligible Expenditures). Municipal allocations will be based upon a formula as recommended by the Nova Scotia Federation of Municipalities as per the Administrative Agreement.

2. DELIVERY MECHANISM

- 2.1. Payments to the Municipality shall not be made unless Nova Scotia is in receipt of CCBF funds from Canada.
- 2.2. If Canada does not provide sufficient Funds for any Fiscal Year during which this MFA is in effect, Nova Scotia may terminate this MFA and is not liable for any effects this action may cause Municipalities nor is Nova Scotia obligated to compensate the Municipality for the loss of funding.
- 2.3. Nova Scotia will distribute CCBF funding received from Canada to the Municipality, in accordance with this MFA and the Administrative Agreement. The distribution of said CCBF funds to the Municipality will be subject to the Municipality meeting terms and conditions of this MFA.
- 2.4. The Municipality agrees that CCBF funding shall be used only for Eligible Projects as identified in Schedule B of this MFA, and Eligible Expenditures as identified in Schedule C of this MFA.
- 2.5. Any CCBF allocation will be treated as federal funds with respect to other federal Infrastructure programs. CCBF funding may be used to pay up to 100 per cent of Eligible Expenditures of an Eligible Project.

SCHEDULE A – Municipal Requirements

The Municipality agrees to:

1. Records and Audit

- 1.1. Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada or Nova Scotia.
- 1.2. Record, separately and distinctly, any CCBF funding, including any interest earned, that it receives from Nova Scotia in advance of paying Eligible Expenditures.
- 1.3. Allow Canada or Nova Scotia reasonable and timely access to all of its documents, project sites, records and accounts and those of their respective agents, Villages, Non-Municipal Entities or Third Parties related to the use of CCBF funding and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by Canada or Nova Scotia, or their designated representatives, for the purposes of audit, evaluation, and ensuring compliance with this MFA.

2. Projects and Costs

- 2.1. Use funds only for the purpose of paying for Eligible Expenditures incurred with respect to Eligible Projects in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
- 2.2. Be responsible for the completion of each Eligible Project in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
- 2.3. Complete all projects by December 31, 2034, without exception, and acknowledge that any costs incurred after that date are not Eligible Expenditures.
- 2.4. Acknowledge that any funds received by the Municipality that are not used for the purpose of paying for Eligible Expenditures incurred by December 31, 2034, with respect to Eligible Projects, shall be a debt owed and payable to Nova Scotia by the Municipality.
- 2.5. Agree that any CCBF Funds received will be treated as federal funds for the purpose of other federal Infrastructure programs.
- 2.6. Consider Gender Based Analysis Plus (“GBA+”) lenses when undertaking a project.
- 2.7. Consider Eligible Projects proposed by Villages. A Village in the Municipality may submit a list of Eligible Projects to the Municipality. The Municipality shall, in the same fashion as for its projects, evaluate the list, prioritize the projects on it, and include any on the Municipality's list of Eligible Projects included in its Capital Investment Plan.

- 2.8. Consider Eligible Projects that may be undertaken by a Non-Municipal Entity. A Municipality can choose to use CCBF Funds to support an Eligible Project that is to be undertaken by a Non-Municipal Entity, provided that the project is for public use or benefit in Nova Scotia and is subject to the following:
- a) The provision of such support shall be authorized by a formal resolution of Council.
 - b) The resolution is to be submitted to Nova Scotia as soon as practicable thereafter. The resolution of Council shall identify the Eligible Project, the Non-Municipal Entity, and the amount of Funds they are to receive for that Eligible Project.
 - c) The Municipality shall continue to be bound by all of the provisions of this MFA notwithstanding any such transfer.
 - d) No transfer of Funds pursuant to this Section 2.8 shall be in effect unless and until the Non-Municipal Entity receiving the Funds has executed and delivered to Nova Scotia (if requested) a written undertaking to abide by the Municipality's obligations under this MFA with respect to the Funds transferred, in a form satisfactory to Nova Scotia.

3. Non-Compliance

- 3.1. Acknowledge that Nova Scotia may, without limiting any of the remedies available to Nova Scotia under this MFA, applicable legislation, or the common law, withhold payment to the Municipality, reduce payments to the Municipality, or demand the return of any payment or part thereof, if the Municipality does not comply with the terms and conditions of this MFA. Any payment or part thereof demanded by Nova Scotia and not returned by the Municipality shall be a debt due and payable to Nova Scotia.

4. Reporting

- 4.1. Comply with all requirements outlined in Schedule D (Reporting) and Schedule G (Housing)

5. Communications

- 5.1. Comply with all requests for communications reporting and follow all Municipal Communications requirements as outlined in Schedule E (Communications Protocol).

6. Legislative/Environmental Compliance and Licensing

- 6.1. Comply with all legislated environmental assessment requirements and commit that no funds will be expended on Eligible Projects until all environmental assessment and legislative requirements have been met.
- a) Agree that all certificates, consents, permits, licenses and approvals required for compliance with applicable legislation have been or will be obtained; that the Municipality will otherwise comply with the requirements of such legislation; and

- will comply with any mitigating measures identified through the environmental assessment process.
- b) Agree that failure to implement any mitigating measures identified through the environmental assessment process shall constitute a default of this MFA.
- 6.2. Obtain all necessary licenses, permits, and approvals required to undertake Eligible Projects by applicable legislation, regulations and by-laws.
- 6.3. Comply with all applicable legislation, including, but not limited to labour, employment, and human rights legislation.

7. Ownership

- 7.1. If at any time within five (5) years from the date of completion of the Eligible Project, the Municipality, Village, or Non-Municipal Entity sells, leases, encumbers or otherwise disposes of, directly or indirectly, any asset constructed, rehabilitated or improved, in whole or in part, with Funds contributed by Canada under the terms of this MFA, the Municipality must notify Nova Scotia of its intent in advance. The Municipality must invest into Eligible Projects any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- 7.2. Agree that failure to notify Nova Scotia of this intent in advance or to invest the revenue generated shall constitute a default of this MFA.

8. Indemnity and Insurance

- 8.1. Indemnify and hold harmless Canada and Nova Scotia, its Ministers, employees, servants and agents from and against all damages, costs, losses, expenses (including legal fees), claims, demands, actions, suits or other proceedings of any kind or nature, in relation to the use of CCBF Funding, Eligible Expenditures, or Eligible Projects, or any matter related to this MFA.
- 8.2. Acknowledge that neither Canada nor Nova Scotia will be liable for any loan, lease, or other obligation in relation to the CCBF Funding, Eligible Expenditures, or Eligible Projects.
- 8.3. Without limiting the Municipality's obligations or liabilities, and at the Municipality's own expense, the Municipality shall provide, maintain, and pay for all necessary insurance, including Workers' Compensation coverage as required by law.
- 8.4. Purchase and maintain Commercial General Liability with a per occurrence limit deemed appropriate in consideration of the scale and scope of Eligible Project(s), covering bodily injury, personal injury and property damage and including liability assumed under this MFA arising out of all operations of the Recipient or any of its officers, employees, or agents who are involved in completing Eligible Project(s). This policy must include "His Majesty the King in Right of the Province of Nova Scotia" as an additional insured.

9. Best Practices

- 9.1. Ensure that, on any Eligible Project, the work shall be carried out in accordance with the rules, regulations and legislation governing such works and in accordance with the best general practices then current at the time of construction of the project.

10. Tenders and Contracts

- 10.1. With respect to Contracts, award and manage all Contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Canadian Free Trade Agreement and applicable international and interprovincial trade agreements, and all other applicable laws.
- 10.2. Act in accordance with the requirements of Section 1.2 of Schedule C (Eligible and Ineligible Expenditures) if the Municipality chooses to utilize its employees and equipment for the project.

11. Asset Management

- 11.1. Submit to Nova Scotia, annually, a 5-year Capital Investment Plan using a template provided by Nova Scotia, as part of its Asset Management program.
- 11.2. Demonstrate, to the satisfaction of Nova Scotia, progress on creating or updating data that is commonly incorporated into an Asset Management Plan, such as describing the condition of, long-term cost of, levels of service provided by, and risks associated with infrastructure assets.
- 11.3. Demonstrate, to the satisfaction of Nova Scotia, progress on adopting and integrating Asset Management practices within the Municipality. This could include developing and updating asset inventories, conducting condition assessments, implementing lifecycle management strategies, and aligning financial planning with asset needs.
- 11.4. Participate in surveys related to Asset Management practices, needs, and progress.

12. Housing Needs Assessments

- 12.1. Where possible, prioritize projects that support growth of the housing supply. HNAs can be used by the Municipality to prioritize Infrastructure or capacity building projects that support increased housing supply where it makes sense to do so.

13. General

- 13.1. Ensure its actions do not establish or are not deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Municipality, Nova Scotia and the Municipality, between Canada and a Third Party, or between Nova Scotia and a Third Party.

- 13.2. Ensure that they do not represent themselves as a partner, employee or agent of Canada or Nova Scotia, including in any agreement with a Third Party.

- 13.3. Ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies, will derive direct benefit from CCBF funding, Unspent Funds, and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

SCHEDULE B – Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

1. Local roads and bridges – roads, bridges and active transportation infrastructure
2. Highways – highway infrastructure
3. Short-sea shipping – infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean
4. Short-line rail – railway related infrastructure for carriage of passengers or freight
5. Regional and local airports – airport-related infrastructure (excludes the National Airport System)
6. Broadband connectivity – infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities
7. Public transit – infrastructure which supports a shared passenger transport system which is available for public use
8. Drinking water – infrastructure that supports drinking water conservation, collection, treatment and distribution systems
9. Wastewater – infrastructure that supports wastewater and storm water collection, treatment and management systems
10. Solid waste – infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage
11. Community energy systems – infrastructure that generates or increases the efficient usage of energy
12. Brownfield Redevelopment - remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
 - i. the construction of public infrastructure as identified in the context of any other category under the Canada Community-Building Fund, and/or;
 - ii. the construction of municipal use public parks and publicly-owned social housing.
13. Sport Infrastructure – amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams)

14. Recreational Infrastructure – recreational facilities or networks
15. Cultural Infrastructure – infrastructure that supports arts, humanities, and heritage
16. Tourism Infrastructure – infrastructure that attract travelers for recreation, leisure, business or other purposes
17. Resilience – built and natural infrastructure assets and systems that protect and strengthen the resilience of communities and withstand and sustain service in the face of climate change, natural disasters and extreme weather events.
18. Capacity building - includes investments related to strengthening the ability of municipalities to develop long-term planning practices including: capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, and/or asset management plans, related to strengthening the ability of recipients to develop long-term planning practices.
19. Fire Halls – fire halls and fire station infrastructure.

Note: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

SCHEDULE C – Eligible and Ineligible Expenditures

1. Eligible Expenditures

1.1. Eligible Expenditures of the Municipality will be limited to the following:

- a) the expenditures associated with acquiring, planning, designing, constructing, renewing or rehabilitating a tangible capital asset and any related debt financing charges specifically identified with that asset;
- b) for capacity building category only, the expenditures related to strengthening the ability of Municipalities to improve local and regional planning including capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, and/or asset management plans. The expenditures could include developing and implementing:
 - i. studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
 - ii. studies, strategies, or systems related to housing or land use, including Housing Needs Assessments; and
 - iii. training directly related to asset management planning.
- c) the expenditures directly associated with joint federal communication activities and with federal project signage.

1.2. Employee and Equipment Costs: The incremental costs of the Municipality's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- a) the Municipality is able to demonstrate that it is not economically feasible to tender a Contract;
- b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the Contract; and,
- c) the arrangement is approved in advance and in writing by Nova Scotia.

2. Ineligible Expenditures

2.1. The following are deemed Ineligible Expenditures:

- a) project expenditures incurred before April 1, 2005;
- b) project expenditures incurred before April 1, 2014 for the following investment categories:
 - i highways;
 - ii regional and local airports;
 - iii short-line rail;
 - iv short-sea shipping;
 - v disaster mitigation;
 - vi broadband connectivity;
 - vii brownfield redevelopment;
 - viii cultural infrastructure;
 - ix tourism infrastructure;
 - x sport infrastructure; and
 - xi recreational infrastructure.
- c) project expenditures incurred before April 1, 2021 for the following investment category:
 - i fire halls
- d) the cost of leasing of equipment by the Municipality, any overhead costs, including salaries and other employment benefits of any employees of the Municipality, its direct or indirect operating or administrative costs of the Municipality, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- e) taxes for which the Municipality is eligible for a tax rebate and all other costs eligible for rebates;
- f) purchase of land or any interest therein, and related costs;
- g) legal fees;
- h) routine repair or preventative maintenance costs not designed to ensure that an asset reaches its planned life; and
- i) costs associated with healthcare infrastructure or assets.

Schedule D – Reporting

1. Pre-Construction Report

- 1.1 A pre-construction report is due to Nova Scotia by November 30, 2024 and June 15th of each year thereafter and will include a list of planned (current fiscal year) CCBF capital and capacity building projects along with required project-specific information including outputs and outcomes. Template to be provided by Nova Scotia.

2. Capital Investment Plan

- 2.1 The Municipality will provide to Nova Scotia a Capital Investment Plan using an online template to be provided by Nova Scotia. The Capital Investment Plan is due to Nova Scotia by November 30, 2024 and September 1st of each year thereafter and will include a list of planned capital projects along with required project-specific information over a minimum of five (5) years. CCBF Eligible Projects are to be identified along with the funding sources for each. Projects proposed for funding by CCBF must be approved by the Municipal Council.

3. Annual Expenditure Report

- 3.1 Due by June 15th of each year, the Municipality will submit an Annual Expenditure Report in respect of the prior Fiscal Year, which includes information on projects undertaken by the Municipality, by Villages within the Municipality and projects undertaken by other Non-Municipal Entities, using the online reporting template as provided by Nova Scotia. The Annual Expenditure Report will include:
- a) the amounts received from Nova Scotia under this MFA in respect of the previous Fiscal Year;
 - b) the amounts received from another Municipality (if applicable);
 - c) the amounts transferred to another Municipality (if applicable);
 - d) amounts paid by the Municipality in aggregate for Eligible Projects;
 - e) amounts held at year end by the Municipality in aggregate, including interest, to pay for Eligible Projects;
 - f) a listing of all Eligible Projects that have been funded, indicating the location, project start and end dates, investment category, investment amount and identity of all sources of funding;
 - g) the nature of the investment and the outputs and outcomes achieved, as identified within the online reporting template.
 - h) certification by an authorized senior official of the Municipality that it is in compliance with the terms and conditions of this MFA.

3.2 If it makes sense to do so, the following are encouraged to be included in Annual Expenditure report:

- a) housing outcomes
- b) list housing pressures tied to infrastructure gaps (e.g. affordability pressures, core housing need, lack of specific types of housing, limited serviced land for expansion, planning policies / zoning bylaws, etc.) and explain the impact of the CCBF on addressing those pressures.
- c) description of:
 - i) how infrastructure investments are being prioritized to increase housing supply
 - ii) steps taken to preserve and/or increase the supply and mix of affordable housing (e.g. minimizing displacement, making land available for non-market housing, minimum affordability requirements for private developers, etc.)
 - iii) how CCBF funding is being used to build local capacity for sound land use and development planning (e.g. through the capacity building category)

4. Communications Reporting

4.1. Municipalities must comply with any requests made to gather information for communication purposes. This may include, but is not limited to, annual CCBF project information (planned and actual expenditures) that will be used for event planning, project outcomes information, and signage installation updates.

5. Other Reports

5.1. All reporting that is due to the Department of Municipal Affairs and Housing from the Municipality must be received in a form satisfactory to Nova Scotia prior to their CCBF allocations being sent. These reports include, but are not limited to, all reports mentioned in Schedule D of this MFA, as well as Audited Financial Statements, Statements of Estimates (Forms A and B), Financial Information Return(s), and any other reporting required by the Minister of Municipal Affairs and Housing.

5.2. Reporting required to update the Housing Needs Assessment completed by Nova Scotia for the Municipality. If required by Nova Scotia, this includes information needed to fulfill the requirements of the HNA template published by Canada.

6. General

- 6.1. Reports must be in a format and include the content as determined by Nova Scotia consistent with the requirements of the Administrative Agreement.
- 6.2. The Administrative Agreement refers to guidance documents maintained by the federal government. Nova Scotia will make these documents available to Municipalities.
- 6.3. Supplementary reporting guidelines with respect to Asset Management may be issued by Nova Scotia and provided to the Municipality.

SCHEDULE E – Communications Protocol

In support of transparency and accountability of the CCBF, the following communications protocol will apply to all communications activities undertaken regarding any CCBF funding and applies to the Municipality. Communicating to Nova Scotians and Canadians on the use of CCBF funding is clearly linked with our joint accountability to Nova Scotians and Canadians. Compliance with this protocol will inform the timing and flow of any CCBF funding and is critical to meeting our joint commitment to transparency.

1. Purpose

- 1.1. The provisions of this Communications Protocol apply to all communications activities related to any CCBF funding, including allocations, and Eligible Projects funded under this MFA. Communications activities may include, but are not limited to, public or media events, news releases, reports, digital and social media products, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.
- 1.2. Failure by the Municipality to adhere to this communication protocol may affect the timing and flow of CCBF Funds

2. Project signage

- 2.1. Canada, Nova Scotia and the Municipality may each have a sign recognizing their contribution to Eligible Projects.
- 2.2. The Municipality will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach when available.
- 2.3. Where Nova Scotia or the Municipality decides to install a permanent plaque or other suitable marker with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.
- 2.4. The Municipality is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
- 2.5. The Municipality agrees to inform Nova Scotia of signage installations on a basis as provided for in the joint communications approach.

3. Media events and Announcements for Eligible Projects

- 3.1. Key milestones may be marked by public events, news releases and/or other mechanisms. Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
- 3.2. Canada, Nova Scotia or the Municipality may request a media event.

- 3.3. Media events related to Eligible Projects will not occur without the prior knowledge and agreement of Canada, Nova Scotia and the Municipality.
- 3.4. The requestor of a media event or an announcement will provide at least 15 working days notice to other parties of their intention to undertake such an event or announcement. An event will take place at a mutually agreed date and location. Canada, Nova Scotia and the Municipality will have the opportunity to participate in such events through a designated representative. Canada, Nova Scotia and the Municipality will choose their own designated representative. If communication is proposed through the issuing of a news release (with no supporting event), Canada requires at least 15 working days notice and 5 working days with the draft news release to secure approvals and confirm the federal representative's quote.
- 3.5. For media events, each participant will choose its own designated representative. Nova Scotia and the Municipality are responsible for coordinating all onsite logistics.
- 3.6. The conduct of all joint events and delivery of supporting communications materials (ex. News releases) that support program communications (ex. intake launches) will follow the [Table of Precedence for Canada \[https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html\]](https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html).
- 3.7. All joint communications material related to media events must be approved by Canada and recognize the funding of the parties.
- 3.8. All joint communications material must reflect Canada's policy on official languages and the federal identity program.
- 3.9. Nova Scotia and the Municipality agree to ensure equal visibility in all communications activities.

4. Program Communications

- 4.1. Canada, Nova Scotia and the Municipality may include messaging in their own communications products and activities with regard to the CCBF.
- 4.2. The party undertaking these activities will recognize the funding of all contributors.
- 4.3. Canada, Nova Scotia and the Municipality agree that they will not unreasonably restrict the other parties from using, for their own purposes, public communications products related to the CCBF prepared by Canada, Nova Scotia or the Municipality, or, if web-based, from linking to it.
- 4.4. Notwithstanding Section 3 of this schedule, Canada retains the right to meet its obligations to communicate to Canadians about the CCBF and the use of funding.

5. Operational Communications

- 5.1. The Municipality is solely responsible for operational communications with respect to Eligible Projects, including but not limited to, calls for tender, construction, and public

safety notices. Operational communications as described above are not subject to the federal official language policy.

- 5.2. Canada does not need to be informed on operations communications. However, such products should include, where appropriate, the following statement, “This project is funded in part by the Government of Canada” or “This project is funded by the Government of Canada”, as applicable.
- 5.3. The Municipality will share information promptly with Nova Scotia should significant emerging media or stakeholder issues relating to an Eligible Project arise. Canada and Nova Scotia will advise the Municipality, when appropriate, about media inquiries received concerning an Eligible Project.

6. Communicating Success Stories

- 6.1. Nova Scotia agrees to facilitate communications between Canada and the Municipality for the purposes of collaborating on communications activities and products including but not limited to Eligible Project success stories, including the positive impacts on housing, Eligible Project vignettes, and Eligible Project start-to-finish features.

7. Advertising Campaigns

- 7.1. Canada, Nova Scotia or the Municipality may, at their own cost, organize an advertising or public information campaign related to the CCBF or Eligible Projects. However, such a campaign must respect the provisions of this MFA and the Administrative Agreement. In the event of such a campaign, the sponsoring party or the Municipality agrees to inform the other parties of its intention, and to inform them no less than 21 working days prior to the campaign launch.

8. Digital Communications, Websites and webpages

- 8.1. Where the Municipality produces social media content to provide visibility to CCBF programs or projects, they shall @mention the relevant federal government official social media account.
- 8.2. Where a website or webpage is created to promote or communicate progress on an Eligible Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, “This project is funded in part by the Government of Canada” or “This project is funded by the Government of Canada”, as applicable. The Canada wordmark or digital sign must link to Canada’s website, at www.infrastructure.gc.ca. The guidelines for how this recognition is to appear and language requirements are published on Canada’s website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

SCHEDULE F – Asset Management

Nova Scotia and its municipal sector agree that a significant municipal infrastructure deficit exists, and continued steps need to be taken by all levels of government to address the situation. Adoption of Asset Management practices are part of this work.

Advancement of the Nova Scotia Asset Management program will continue to incorporate a phased approach and promote opportunities for hands-on training that builds local Asset Management capacity and best practices within Nova Scotia’s Municipalities.

Existing tools will be leveraged to further support implementation of Asset Management practices within Municipalities. These include:

1. 5-year Capital Investment Plans in a format similar to Previous Agreements to encourage long-term planning activities and to support informed decisions at the municipal level.
2. Periodic surveys to be used as devices to measure the progress of Asset Management practices and advise of municipal needs related to implementation of Asset Management practices. Progress may be measured as activities leading to creation or update of an Asset Management strategy policy, roadmap, and or plan.

Survey outputs may be used to inform the future direction of the Nova Scotia Asset Management Program.

3. The Infrastructure Registry for Municipal Assets (IRMA) application, available to Municipalities to store Asset Management related information, map asset location, track asset performance, document and quantify risks, and support analysis of infrastructure needs.

SCHEDULE G - Housing

1. Housing Needs Assessments

- a) The Municipality agrees to work with Nova Scotia to complete Housing Needs Assessments (HNAs) updates if requested.
- b) It is encouraged that HNAs be used by the Municipality in preparation of the Pre-Construction report and the Annual Expenditure report to identify housing pressures related to infrastructure and capacity building pressures, to prioritize projects according to need, as well as to measure housing outcomes where it makes sense to do so. Housing Outcome Indicators include:
 - i) # of new housing units enabled
 - ii) # of existing units preserved
 - iii) # of affordable housing units enabled or preserved

2. Housing Reporting

Municipalities that have identified housing pressures that can be addressed through closing infrastructure gaps or capacity building are encouraged to provide project-level data and reporting on housing outcomes.

2024-2025 CAPITAL BUDGET

Project Name	Brief Description	Budgeted Cost	Project #	Costs to Date	Status
TOWN GENERAL PROJECTS					
ROTARY PARK PAVILION ROOF	Replace shingles	14,600	22-03	14,600	Project completed and paid in full.
PUBLIC WORKS SAND & SALT BUILDING - ROOF & LIGHTING	Replace shingles	9,900	22-08	10,000	Project completed and paid in full.
ROSA M. HARVEY LIBRARY ROOF	Replace shingles half roof	8,800	24-01	8,500	Project completed and paid in full.
HEAT PUMP - PUBLIC WORKS OFFICE	Heat pump - PW	2,900	24-04		Quote received, and order to be placed this week.
LINE PAINTER	Crosswalks, parking, stop	8,900	24-08	8,550	Project completed and paid in full.
SCADA FOR 4 LIFT STATIONS	Sewer SCADA	30,000	23-04		Installation complete, invoice received and to be paid this week.
LIFT STATION PUMP REPLACEMENT	Sewer pump	8,300	23-05	8,146	Project completed and paid in full.
SCHOOL ST LIFT STATION SUCTION LINE	Sewer upgrade	4,200	24-07		Seeking updated quote.
MARSHALL ST SEWER PIPE AND MANHOLE REPLACEMENT	Sewer - Marshall St	20,000	23-12		Project will not be moving forward. Not necessary at this point in time.
SANITARY SEWER MAIN & MANHOLE - BRIDGE STREET	Sewer - Bridge St	20,000	24-13	5,256	Project completed - invoice for manhole and excavator paid. Awaiting invoice from Mid Valley for \$10K.
SIDEWALK REPLACEMENTS	Section on Comm & Gates	25,000	22-14	10,834	Project completed and paid in full. Staffing costs still to be allocated to project.
VEHICLE REPLACEMENT - PUBLIC WORKS	Public works truck	50,000	24-06		Project is currently tendered and closes December 19, 2024.
TOTAL TOWN		\$ 202,600		\$ 65,886	
WATER UTILITY PROJECTS					
HEAT PUMP - WATER TREATMENT BUILDING	Temperature control	7,200	24-03	7,196	Project completed and paid in full.
SCHOOL STREET RECONSTRUCTION - REPLACE WATER LINES	Engineering work this year	35,000	22-21		Quotes received, RFD to award the engineering and design to be presented to Council.
FIRE HYDRANT REPLACEMENTS	Hydrants - 3 per year	18,000	22-10		Two hydrant have been replaced. Supplies used from inventory. Staffing costs still to be allocated to project.
WATER METER REPLACEMENTS	Replace 40 meters & wand	12,200	22-11	11,628	Project completed and paid in full.
WATER RESERVOIR	Reservoir - 2 year project	1,553,200	22-12-A	128,126	Roadway cleared and graveled, culvert and headwalls installed, and site mobilized. Progress payment #1 paid.
WELL PUMP REPLACEMENT	Replace Pump #3	25,000	24-09		Project has been deferred to 2025.
BOOSTER PUMP REBUILD	Water booster pump	4,000	24-11	3,868	Project completed and paid in full.
TOTAL WATER		\$ 1,654,600		\$ 150,818	
TOTAL 2024-2025 CAPITAL PROJECT EXPENDITURES APPROVED JULY 29, 2024		\$ 1,857,200		\$ 216,704	

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COUNCIL'S STRATEGIC INITIATIVES

#	STRATEGIC INITIATIVE	UPDATE
1	Community Centre & Fire Hall To build a new accessible and inclusive Community Centre & Fire Hall	<ul style="list-style-type: none">• Staff have explored three different grant programs to help fund the new Community Centre Fill Hall• The CCFHC instructed staff to explore a phased approach with JOST and the low bidder.• Received phased approach. Exploring funding options.
2	New Reservoir To build a new reservoir to serve the customers of the Middleton Water Utility	<ul style="list-style-type: none">• Two grant applications were submitted. One was through the DMAF program on July 19/23 and the Town was not successful. The second was through the provincial MCGP program on December 13/23, and the Town received \$3.1 million in March 2024• A land swap was completed – the new reservoir will be constructed on Junction Road• An application was made to the UARB and the project was approved on August 2/24• A public tender was posted for the reservoir project and the contract was awarded to Roscoe Construction on Aug 6/24• Site preparation has begun
3	Economic Development Initiatives To concentrate on economic development initiatives that support business park growth, brand awareness and small business	<ul style="list-style-type: none">• COMPLETE – the final plan document on the Business Park Expansion Study was received and presented to Council on Nov 21st
4	Public Safety To address public safety concerns in the downtown and public spaces	<ul style="list-style-type: none">• Concerns that are brought forward by Mayor and Council during COTW and Council meetings continue to be communicated to public works for investigation. Many of these concerns relate to safety of sidewalks, crosswalks, and roads.
5	Infrastructure Maintenance To develop an asset management plan focused on improving the maintenance of town infrastructure	<ul style="list-style-type: none">• Final Asset Management Report was received from AIM in 2020• Staff have completed 3/5 courses through AIM• The Asset Management Plan is being updated as the courses are taken, and the Working Group is meeting to review the updates that were made• A maintenance plan is in the process of being drafted and will be finalized after the AMP is complete

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OPERATIONAL PRIORITIES

#	STRATEGIC INITIATIVE	UPDATE
1	Boundary Review Prepare RFP and Award RFP	<ul style="list-style-type: none">• COMPLETE: the UARB have approved Council's request to maintain the Council size at 7, with 6 Councillors and 1 Mayor, all elected at large
2	Secondary Plan Finalize scope of work and award work to third party	<ul style="list-style-type: none">• Land swap has been executed with the developer• Developer submitted a request to amend the MPS/LUB via a Secondary Planning Strategy• Staff have applied to the Housing Accelerator Fund – this was unsuccessful, and no grant money was awarded• Jan 9th - Kick-off meeting• Feb. 1st – Public Workshops• Feb 20th – presentation to Council• May 28th – draft final plan presented to staff• Jun 26th – draft final plan presented to Council and PAC• Jul 15th – draft final plan presented to landowners• Planner working with main landowner on implications for construction• Plan still needs to be approved by Council, and MPS/LUB amendments approved
3	Main Street/Taylor Drive Crosswalk Move crosswalk	<ul style="list-style-type: none">• COMPLETE: The Crosswalk Light has been installed, and the overhead light is now working.
4	Second Lake Agree on key points for partnership agreement with AEA Club	<ul style="list-style-type: none">• No further update - staff have met with the AEA Club to further build the draft of the new lease agreement

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OPERATIONAL UPDATES

ADMINISTRATION

Completed	In Progress	Issues
<p>Staffing:</p> <ul style="list-style-type: none"> • Daniela Beasant is the new Economic Development Coordinator (contract position that is shared with the County of Annapolis and Town of Annapolis Royal). • Probationary reviews for staff • Initial discussions with staff on Parks and Recreation • Transferred Parks over to Public Works 	<p>Staffing:</p> <ul style="list-style-type: none"> • Working on formalizing employment contracts for some staff • Supporting managers with HR related items • Planning of Staff and Council Holiday Party 	<p>Staffing:</p> <ul style="list-style-type: none"> • Director of Recreation and Community Development retired on Sep 27th – CAO to understand recreation needs before any decisions are made with this position
<p>Project Work:</p> <ul style="list-style-type: none"> • Applied to the Housing Accelerator Fund, Round 2 (waiting to hear back) • Discussion with RCMP on police presence in Town • Met with other CAOs on Valley Waste and Kings Transit committee 	<p>Project Work:</p> <ul style="list-style-type: none"> • Council orientation package • Options for Town Hall • Discussion with County of Annapolis and DOJ regarding allocation of RCMP officer expenses for new officers 	<p>Project Work:</p>
<p>Other Items:</p> <ul style="list-style-type: none"> • Discussed collaboration with the County of Annapolis, Town of Annapolis Royal and Village of Lawrencetown regarding the new Equity and Anti-Racism legislation that mandates a strategy be in place by Apr 1/25 • Discussion with Fire Inspector regarding corrective actions needing to be made at a specific location • Staff teambuilding event 	<p>Other Items:</p> <ul style="list-style-type: none"> • High Risk Action Plan items – management team is still working on some of the items not completed • Management team reviewing priorities, policies, by-laws • Discussed Town’s involvement with NSCC’s well monitoring project (signed agreement to provide information) 	<p>Other Items:</p> <ul style="list-style-type: none"> • Affordability Study of keeping certain assets and services will be completed after: <ul style="list-style-type: none"> ○ Asset Management Plan is updated ○ Standard maintenance schedules for all assets are created ○ Agreements and legislation have been reviewed

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FINANCE

Completed	In Progress	Issues
<ul style="list-style-type: none">• Year-end audit fieldwork and testing has been completed.• Preparation of year-end financial statements for audit.• Preparation of Quarter 2 Water Utility billings. Internal audit of low consumption, meter repairs, and status of meter replacements was completed by Director of Finance.• Bank reconciliations for April – July 2024 are complete.• WCB review for fire department is complete.• Preparation of Budget vs Actual variance analysis on year-end financial statements.• Phasing of current year budget for loading into Diamond.• Updated signing authority with RBC after election.	<ul style="list-style-type: none">• Year-end audited financial statements are in Partner (last stage) review.• BDO sign-off on year-end audit management report and audit opinion.• Inputs for Water Rate Study• Bank reconciliations for July – October 2024 in progress.• Variance analysis with approved 2024-25 budget, actual amounts, and a forecast for the remainder of the fiscal year.• Accounts Payable processes are being reviewed and modifications are being implemented.• Review of new Payroll software for consideration.• Phased budget being processed in Diamond.• Internal review of insurance policy, claims, and rates.	<ul style="list-style-type: none">• No audit committee was in place during October 2024 due to election. Audited financial statements to be reviewed by committee as soon as possible.• Need final audited financial statements for the preparation of SOE A, SOE B, and the FIR can commence.• Need final audited financial statements to move forward with Water Rate Study.• Finance staff are trying to balance duties and responsibilities of their positions while working under time constraints to meet deadlines.

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RECREATION & COMMUNITY DEVELOPMENT

Completed	In Progress	Issues
<ul style="list-style-type: none"> • Activate Your Neighbourhood Photo Contest received 6 entries with 1 winner, this was funded via the Active Community Fund • Town staff participated in the Halloween Costume Contest in partnership with MABA • Free Skate has started at the Middleton Rink, which is funded through the Active Community Fund (Facility Access) • Dock at Riverside Park has been removed, as well as the sea cans • Picnic tables and hanging baskets have been put away for the winter • The Haunted House at the MacDonald Museum was a huge success, with over 500 guests • Soccer is wrapped up at Rotary Park • Centennial Park washrooms are now closed for the season 	<ul style="list-style-type: none"> • Wetland Official Opening – waiting on a date from CARP • Learn to Run program has started with two different levels and three different times a week. 28 participants signed up with ages ranging from 10 to 80. • The Accessibility Committee has made a recommendation to staff on how to spend the \$5,000 operating budget. Staff are working on quotes. • Planning for the Heart of Christmas Tree Lighting Ceremony and Parade on Dec 7th • Washrooms at Rotary Park will be winterized very soon • The porta-potty at Riverside Park will soon be moved to Centennial Park for the winter • Inn From the Cold opened on Nov 1st and has had guests • Open Gym started at Annapolis East Elementary School two weeks ago and is going very well 	<ul style="list-style-type: none"> • Vandalism still an ongoing issue • 3 cameras were stolen from Rotary Park • Vandalism at the skate park and Centennial Park – staff are working to rectify • There continue to be tents in some of our parks. Staff maintain regular communication with the unhoused in our Town.

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PLANNING

Completed	In Progress	Issues
<ul style="list-style-type: none">• 2 Development and Building Permits issued• 8 building inspections conducted• 2 fire inspections conducted, and deficiency letters sent• 2 fire inspections were closed out	<ul style="list-style-type: none">• IF Holdings DA – application for a development on Commercial Street which will add one commercial unit and 6 residential units to an existing building was approved by Council on July 17 and no appeals were lodged• Revised agreements have been approved by Planner and solicitor and sent to our lawyer.• Waiting on an affidavit to be signed by applicant.	
	<ul style="list-style-type: none">• Development Agreement for 438 Main Street has been signed and sent to legal to be registered with the land registration office (LRO)	
	<ul style="list-style-type: none">• The closing date for the Province’s Property Opportunity Notices was March 30.• We should be receiving a response from the province very soon.	
	<ul style="list-style-type: none">• Applicant submitted application for LUB Text Amendment• File has been referred to planner	

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PUBLIC WORKS

Completed	In Progress	Issues
<p><u>General Public Works:</u></p> <ul style="list-style-type: none"> Ditching and Culverts 	<p><u>General Public Works:</u></p> <ul style="list-style-type: none"> Gravel Shouldering on Roads Ditching and storm Repairs 	<p><u>General Public Works:</u></p> <ul style="list-style-type: none"> Tree's need to be trimmed
<p><u>Public Works Equipment:</u></p> <ul style="list-style-type: none"> Replaced Hydraulic Pan in Tractor Replaced Starter in Dump Truck 	<p><u>Public Works Equipment:</u></p> <ul style="list-style-type: none"> Prepping Winter Gear Cleaned and put away lawn care equipment 	<p><u>Public Works Equipment:</u></p>
<p><u>Roads, Streets, Sidewalks:</u></p> <ul style="list-style-type: none"> Patched Water Main Breaks Repaired Sink hole on North Cleaned Catch basins 	<p><u>Roads, Streets, Sidewalks:</u></p> <ul style="list-style-type: none"> Sweeping and Removing leaves Replacing old MH covers 	<p><u>Roads, Streets, Sidewalks:</u></p> <ul style="list-style-type: none"> Repair new water main breaks
<p><u>Water & Equipment</u></p> <ul style="list-style-type: none"> Repaired water break on Duke, Main St and Pinecrest Hydrant Flushing 	<p><u>Water & Equipment</u></p> <ul style="list-style-type: none"> Repair water meters New Reservoir construction is on-going, footing in pump house was poured Repaired multiple water line breaks, need to pave 	<p><u>Water & Equipment</u></p> <ul style="list-style-type: none"> Flow meter in well field
<p><u>Wastewater & Equipment</u></p> <ul style="list-style-type: none"> New UV Lights Installed Installed SCADA at School, Brooklyn, Freeman, and Hospital Installed new pump at school street lift station 	<p><u>Wastewater & Equipment</u></p> <ul style="list-style-type: none"> Replace aerators and fix broken ones Clean duck weed from lagoon 	<p><u>Wastewater & Equipment</u></p> <ul style="list-style-type: none"> Brooklyn Street has issues during very heavy rainfall Rotator assembly sent in for repair and leaking oil

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FIRE DEPARTMENT

Completed	In Progress	Issues
<ul style="list-style-type: none">• Monthly truck inspections• Pump Training complete• Fire attack training complete• Full week of fire prevention• Held an open house at the Fire Hall• One new member joined• Attended Annapolis County Fire Association meeting• Gave treats out at the hall for Halloween• Annual SCBA service completed• Annual ladders service and testing completed	<ul style="list-style-type: none">• Currently reviewing our policy on age to allow younger members	<ul style="list-style-type: none">• Nothing to report

Incident Summary
From Sep 1 24 to Sep 30 24

Date/No.	Address/Type	Minutes	Responders	Injuries	Fatalities
Sep 1 24 24-06900	14:17:16 98 Magee Dr, MIDDLETON Transformer on fire	34	0		
Sep 10 24 24-07163	18:34:10 56 King St, MIDDLETON Investigation	124	0		
Sep 12 24 24-07204	03:22:31 12488 Highway 1, BRICKTON Residential Fire Alarm	34	0		
Sep 12 24 24-07209	09:15:33 462 Main St, MIDDLETON Commercial Fire Alarm	0	0		
Sep 14 24 24-07294	22:13:59 166 Commercial St, MIDDLETON MVA - No Entrapment	0	0		
Sep 15 24 24-07315	14:58:44 14260 Highway 1, WILMOT Vehicle fire - Other	88	0		
Sep 15 24 24-07323	21:27:10 113 Victoria Rd, WILMOT MVA - No Entrapment	59	0		
Sep 16 24 24-07344	16:10:30 293 Main St, MIDDLETON MVA - Confirmed Entrapment / Unknown	5	0		
Sep 18 24 24-07399	15:56:37 401 Spa Springs Rd, SPA SPRINGS MVA - Confirmed Entrapment / Unknown	96	0		
Sep 18 24 24-07416	23:22:42 254 Main St, MIDDLETON Medical	61	0		
Sep 20 24 24-07441	04:52:52 21 Gates Ave, MIDDLETON Structure - Other	57	0		
Sep 21 24 24-07470	11:20:32 141 Sunset Cres, MIDDLETON Commercial Fire Alarm	0	0		
Sep 22 24 24-07505b	15:38:35 246 Squirreltown Rd, NEW ALBANY Mutual Aid to the Scene	130	0		
Sep 23 24 24-07544	21:45:03 240 Main St, MIDDLETON Medical	4	0		Assistance to 24-07505
Sep 27 24 24-07628	13:42:02 495 Brooklyn Rd, BROOKLYN Power pole on fire	0	0		

15 incidents for Middleton 11 hrs 32 mins 0

11 hrs 32 mins 0

Incident Summary
From Oct 1 24 to Oct 31 24

Date/No.	Address/Type	Minutes	Responders	Injuries	Fatalities
Oct 1 24 24-07749	22:20:13 770 Mount Hanley Rd, BRICKTON MVA - Confirmed Entrapment / Unknown	70	0		
Oct 2 24 24-07784	22:44:31 20 Bentley Dr, MIDDLETON Residential Fire Alarm	13	0		
Oct 3 24 24-07785	04:45:16 1307 Ruggles Rd, PRINCE ALBERT Passenger vehicle fire - car, van	139	0		
Oct 3 24 24-07788	10:03:26 1307 Ruggles Rd, PRINCE ALBERT Assistance to Police	96	0		
Oct 3 24 24-07791	13:19:40 14239 Highway 1, WILMOT MVA - Confirmed Entrapment / Unknown	167	0		
Oct 12 24 24-08056	14:40:14 21 Gates Ave, MIDDLETON Commercial Fire Alarm	39	0		
Oct 15 24 24-08162	19:38:12 101-B Commercial St, MIDDLETON Medical	142	0		
Oct 21 24 24-08336	15:20:23 147 Commercial St, MIDDLETON Medical	50	0		
Oct 26 24 24-08496b	03:58:45 1885 Torbrook Rd, MEADOWVALE Mutual Aid to the Scene	163	0	Assistance to 24-08496	
Oct 27 24 24-08543	15:53:20 14292 Highway 1, WILMOT Offroad Vehicle	108	0		
Oct 31 24 24-08672	13:21:26 131 Commerical St, MIDDLETON MVA - Confirmed Entrapment / Unknown	50	0		
Oct 31 24 24-08692	20:08:00 14359 Highway 1, WILMOT MVA - Confirmed Entrapment / Unknown	52	0		

12 incidents for Middleton 18 hrs 9 mins 0

18 hrs 9 mins 0

A regular meeting of the Middleton Accessibility Advisory Committee (AAC) was held at the Town Hall on Tuesday, September 10, 2024, starting at 2:00 p.m.

PRESENT

Chairing the meeting, John Smith; Members Kris Stojic, Elizabeth Mason-Squires (Virtual) Dianne McDonald; Councillor Michael Fairn (Virtual), Chief Administrative Officer, Ashley Crocker (joined late) Director of Recreation and Community Development, Andy Kerr.

Regrets: Active Living Coordinator, Lisa Fenton, and Recording Secretary, Sara Marceau

1. CALL TO ORDER

Chair Smith called the meeting to order at 2:02 pm.

2. APPROVAL OF THE AGENDA

240910.01 It was moved and seconded to approve the agenda as circulated. **Motion carried.**

3. APPROVAL OF THE MINUTES – May 7, 2024

240910.02 It was moved and seconded to approve the minutes of May 7, 2024, as circulated. **Motion carried.**

4. NEW BUSINESS

4.1 Proposals and future of committee

- There was a discussion around proposals and the future of the Accessibility Committee for the Town.
- CAO Crocker mentioned that she received an email from the county, along with Annapolis Royal and the Village of Lawrencetown, inquiring whether the municipality would be interested in collaborating on the Inclusion, Diversity, Equity, and Accessibility (IDEA) initiative. If so, they requested that it be brought back to council.
- Chair Smith suggested everyone to send him their concerns regarding the new IDEA initiative.

4.2 Audit Update – those who attended

- DRCD Kerr noted that the audit training provided valuable insights into the extensive efforts required to make the Town Hall more accessible.

- Additional sessions will be needed, as the information presented was substantial. It was reassuring to hear that the Town Hall is compliant with most accessibility requirements.
- Chair Smith expressed a desire to bring Julie Glaser back for further involvement.

4.3 **New Member Recruitment (need new members) and replacement for Andy**

- Chair Smith announced that Andy is retiring, and Councillor Fairn will be moving out of the municipality. Chair Smith expressed gratitude to both for their time and contributions to the Accessibility Advisory Committee.
- Councillor Fairn clarified that his position on the committee is a council-appointed seat and expressed gratitude to the committee for their years of dedication.
- Kris Stojic mentioned that she is entering her 5th year on the Accessibility Advisory Committee and encouraged anyone interested in joining the committee to send their information to Recording Secretary Marceau.
- Chair Smith suggested that this might be a good opportunity to involve some students from Middleton High School.

5. **BUDGET UPDATE**

- CAO Crocker provided a brief update on the budget, noting that \$5,000 has been allocated for accessibility purposes. A decision will need to be presented to Council on how the committee would like these funds to be allocated.
- Chair Smith suggested organizing an educational event around December 3rd, in observance of International Day of Persons with Disabilities. It was proposed to allocate funds from the budget to support the event.
- Kris Stojic suggested that, rather than hosting an event, which could be impacted by transportation and weather issues, the focus should be on educating a wider audience, including those from other communities.
- Dianne McDonald suggested partnering with the schools, highlighting the success of past initiatives and the schools' responsiveness. She recommended speaking with a senior representative to explore options such as a coloring contest or organizing an event in the gym, like wheelchair basketball.
- Councillor Fairn mentioned that every municipality has an Accessibility Committee and suggested reaching out to other municipalities in Western Nova Scotia to learn about their initiatives. This could serve as an idea generator for our own efforts.

6. **ANYTHING BY MEMBERS**

- Dianne McDonald suggested forming a committee to identify ideas for rewarding or acknowledging local businesses for their contributions.
- Chair Smith expressed interest in reviewing the criteria for the plan at the next meeting.
- DRCD Kerr thanked everyone on the committee and expressed that she will be cheering them on from the sidelines.

- Kris Stojic thanked DRCD Kerr for his time on the Accessibility Advisory Committee and for leading the Audit.
- Chair Smith joked that DRCD Kerr and Councillor Fairn could always return as volunteers.

7. **DATE OF NEXT MEETING**

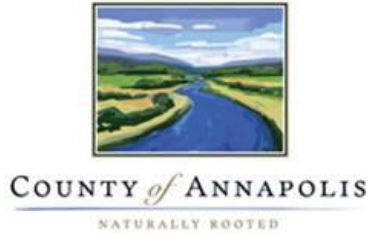
The next meeting will take place on Tuesday November 12, 2025, at 2:00 pm

8. **ADJOURNMENT**

The meeting was adjourned at 3:00 pm.

Chair

Recording Secretary



**Annapolis County Inter-Municipal Working Group
Committee Meeting #13
Thursday, September 19, 2024, 6:30 pm
Council Chambers, Town of Middleton**

Present: Councillor Chad LeBlanc, Town of Middleton, Chairperson
Mayor Amery Boyer, Town of Annapolis Royal
Warden Alex Morrison, Municipality of the County of Annapolis
Deputy Warden Brad Redden, Municipality of the County of Annapolis
Councillor Michael Fairn, Town of Middleton
Ashley Crocker, CAO, Town of Middleton
Sandi Millett-Campbell, CAO, Town of Annapolis Royal
Chris McNeill, CAO, Municipality of the County of Annapolis

Regrets: Deputy Mayor Michael Tompkins, Town of Annapolis Royal, Vice Chair

Guests: Melony Robinson, Director of Finance, Town of Annapolis Royal
Brigitte Stennett, Director of Finance, Town of Middleton
Angela Anderson, Director of Finance, Municipality of the County of Annapolis

1. WELCOME

In the absence of Chairperson Chad LeBlanc and Vice Chair Michael Tompkins, Councillor Michael Fairn called to meeting to order at 6:34 pm. and welcomed everyone to the meeting. Michael took a moment to express his gratitude and pleasure for sitting on the working group – this will be his last meeting since he is not re-running for Middleton Town Council.

2. REVIEW AND ADOPTION OF MINUTES OF July 4, 2024

Approved by unanimous consent.

3. **PRESENTATION BY SUBJECT MATTER EXPERTS: FINANCIAL MANAGEMENT AND PRACTICES**

a. **Town of Annapolis Royal**

Melony Robinson presented to the working group. She discussed the staff in the Finance Department and what their responsibilities are. Their auditor is Kent and Duffett, with one year remaining. There is an interim audit in late March where the auditors test everything up until the end of December. Melony is responsible for the Town's insurance policy and also acts as the Returning Officer.

Alex Morrison asked how much it costs for postage for their tax bills. Melony responded that they have approximately 500 tax bills, but she couldn't speak to the actual cost without looking at financials.

Chris McNeill asked how many tax sales the Town has done. Melony responded that there has only been one in the pasty twenty years, and it was done by tender. Chris further asked if there were any low-income tax exemptions offered to residents. Melony responded that they give \$500 and only two people have applied as eligible. The Town recently started including worldwide income in the calculation for low-income tax exemptions.

Chris also asked whether community halls are taxed. Melony responded that they provide exemptions for tax, but they do receive a sewer and water bill.

b. **Town of Middleton**

Brigitte Stennett presented on behalf of the Town of Middleton. Brigitte stated that she just started with the Town in August 2024 and gave a brief overview of her work experience. The Town has three full-time employees, all of which are very new. Brigitte stated that the Town's 2023-2024 year-end audit is happening right now by BDO Canada which was tendered 2 years ago. Brigitte highlighted the services the Finance Office provides to the public. Brigitte finished the presentation by outlining some of the concerns or challenges relating to finance and financial management at the Town of Middleton.

Amery Boyer asked how much time it takes to process the paperwork for the fire department each week. Brigitte responded that it's not a lot of time on a weekly basis, but it does take time for the Accounting Clerk to chase down signatures for invoices and purchase orders.

Michael Fairn asked if the fire department has a Treasurer that could perform some of those duties. Ashley Crocker responded that the Town is working with the Fire Department to discuss how they will exist moving forward but that for now the Town will continue as normal.

Chris McNeill asked what the water rates are going to be after the reservoir is built. Ashley Crocker responded that she would have to look at the last rate study preliminary calculations which were based on a higher reservoir cost than what the tender was awarded at. The Town has built up a reserve in the Water Utility already plus has grant funding, so the hope is that the impact on rates will not be substantial.

c. **Municipality of the County of Annapolis**

Angela Anderson gave an overview of financial services within the Municipality of the County of Annapolis. Her focus over the past couple of years has been to catch up the financial statements and it is now time to look at their financial policies. The County's accounting program, SAP, is set up in a manner that makes reporting very challenging.

Councillor Chad Leblanc arrived at 7:07pm.

The County uses ADP for payroll. It has greatly reduced the amount of time it takes to do payroll from almost two days to two hours. The County has approximately 22,000 property tax bills. Invoicing is contracted out to Horizon for about \$25,000 for the one billing done. The County uses BrokerLink (Intact) for insurance and will be going out to tender very soon. The County just switched to Grant Thornton on a year-by-year basis until that service is also tendered very soon.

The County's financial condition indicators have been steadily improving and they have been able to put away some money into reserves. Angela outlined some of the County's finance-related challenges such as the rising cost of health and dental benefits.

Michael Fairn raised a point of order and asked whether it would be appropriate for Chad Leblanc to take over as Chair. The committee agreed that Michael should continue to chair the meeting.

Alex Morrison asked a general question to all three directors regarding commercials that ask employees if receiving their pay on time is important, and what the overall intent of these commercials are. He suggested keeping an eye on the implications that those commercials may have on the workforce and employee expectations.

Brigitte Stennett asked Angela what accounting program they are considering changing to. Angela responded that they are going to RFP it. The three Directors of Finance discussed the cost of their respective accounting programs and some of the functions they each offer.

4. QUESTIONS FROM WORKING GROUP MEMBERS

Questions for the presenters took place during their presentations.

5. DISCUSSION OF SUBSTANTIAL INFORMATION LEARNED AND OPPORTUNITIES FOR INTER-MUNICIPAL COOPERATION

Chris McNeill asked if it would be worth the three municipal units looking into sharing a license for Town Suite.

Amery Boyer raised the idea of coordinating Procurement.

Michael Fairn and Chris McNeill both raised whether the municipal units could collaborate and submit a joint RFP for insurance. The Directors of Finance all agreed that this is something that should be looked at.

It was suggested to have Insurance be on the next Working Group Meeting's agenda instead of Bylaw and Policies.

6. DISCUSSION OF INFORMATION TECHNOLOGY SERVICES DISCUSSIONS AND FOLLOW-UP WORK BY STAFF

Ashley Crocker noted that at the last meeting, it was discussed that the two Towns contract out their IT service and the County has IT staff. The County's IT staff were noted to be new and not in a position to consider collaboration with the Towns at this time.

Sandi Millett-Campbell noted that the Terms of Reference were extended at the last meeting and perhaps something should be signed to formalize it.

Ashley Crocker gave an update on the Economic Development Coordinator position – interviews have been completed and references called. The job contract needs to be finalized, and the position formally offered to the candidate which should happen tomorrow (September 20, 2024). The expected start date is approximately October 1, 2024.

7. DISCUSSION OF NEXT SPEAKERS AND QUESTIONS OR ISSUES THAT THE COMMITTEE WOULD LIKE TO SEE BE ADDRESSED TO SPEAKER'S BEFOREHAND

The next meeting topic was supposed to be Bylaws and Policies. However, the working group agreed that the next meeting should be Insurance. These two topics will be switched with one another in the workplan. The three Directors of Finance will prepare the documentation on this topic but do not need to necessarily come to the meeting.

Sandi mentioned that the next meeting will involve voting on a new Chair and Vice Chair. Each Council will have to appoint their respective new members after the municipal election.

8. NEXT MEETING

The next regularly scheduled meetings are:

Thursday, November 21, 2024, at Town of Annapolis Royal

Thursday, December 19, 2024, at Municipality of the County of Annapolis

Warden Alex Morrison and Councillor Michael Fairn both expressed their appreciation for sitting on the working group and noted the positive attitude of the working group members.

9. ADJOURNMENT

There being no further business, the meeting adjourned at 7:49 p.m.

Adopted by Working Group:

Date

Chairperson

October 2, 2024

1) Call to Order: 10:06 AM

Jim Ivey	Councillor, Alternate (VM)	West Hants
Derrick Jamieson	Councillor, Voting Member	Berwick
Jen Boyd	CAO	Berwick
John Bartlett, Chair	Councillor, Voting Member	Middleton
Ashley Crocker	CAO	Middleton
Glenn Horne	CAO	Wolfville
Marilynn Hay	Economic Development, VM	Nova Scotia
Judy Lynch	Business Consultant VM	Nova Scotia
James Clouthier	Board Chair	Valley REN
Emily Boucher	CEO	Valley REN

2) Introductions Emily Boucher, Valley REN CEO

Mr. James Clouthier is the new Chair of the Valley REN Board, introduced himself and his connections with the Old Orchard Inn. All members introduced themselves.

The meeting met quorum.

3) Approval of the Agenda

IT WAS REGULARLY MOVED AND SECONDED THAT THE AGENDA OF THE VALLEY REN LIASION AND OVERSIGHT COMMITTEE BE APPROVED AS CIRCULATED

4) Approval of the Minutes May 22, 2024

IT WAS REGULARLY MOVED AND SECONDED THAT THE MINUTES OF THE VALLEY REN LIASION AND OVERSIGHT COMMITTEE OF MAY 22, 2024 BE APPROVED AS CIRCULATED

5) Business Arising from the Minutes

a. Valley REN Business Plan

Emily Boucher shared the draft document with members, outlined the development process and reviewed outcomes and objectives. She highlighted some of the changes to reflect the new Strategic Plan, and the presentation of outcomes under the pillars of Population Readiness, Economic Prosperity and Regional Resilience. Some targets have already been met and exceeded and will be reassessed in the next fiscal year.

6) Valley REN Draft Strategic Plan

Emily Boucher reviewed the development of this document and the updates from recent discussions. The timeframe of the plan is two years however the provincial requirement is a four-year plan. The two-year time frame reflects the changing political landscape of municipal government. The two-year mark will be a time to engage communities and leaders to update the next plan to overlap with municipal elections. Clarification that the contribution agreement with the Province states that plans must be completed at least every three years, however the

intermunicipal service agreement states the timeframe is four years. There was support for a three-year plan with the fourth year being a "looking ahead".

Diversity was added to the vision section, with a definition of "diversity" added to the document. A PESTLE analysis and workshop was added to strengthen the SWOT analysis. Climate change impacts, environmental emergencies, and renewable energy opportunities will be addressed in this analysis. Provincial members would like to put some more thought into the pillar "population readiness", as it is not completely aligned with the provincial contribution agreement. Communication was an important part of the resilience pillar, to facilitate economic development. Workforce development will utilize a new role of Regional Workforce Analyst. Discussion about improving and expanding employer human resources policies and processes to support workforce retention and expansion. This plan will be integrated into future regional tourism plans and renewable energy plans, as well as with the Gros Morne Institute for Sustainable Tourism program. Discussion of how to support and resolve regional infrastructure gaps that support tourism but not directly to population growth.

There was consensus to send the draft to all LOC members, with a deadline of receiving feedback for changes by October 9, with the intent to approve the final Strategic Plan through an online vote, on October 11.

7) Annapolis County Engagement – Regional Tourism Strategy

Emily Boucher reviewed conversations with staff and councillors from Annapolis County regarding the idea of having their own REN. Increased service to Annapolis County would need to be reflected in REN staff. In order to bring them into the REN, contribution amounts would need to be reviewed in the IMSA or a new service agreement would need to be developed with Annapolis County. The Valley REN wants to ensure quality of service across the region. Concerns about the adjustments to the IMSA to reflect cost of living in the agreement, to provide appropriate services and resources. Discussion about the staff time and travel resources being spent on reaching out to Annapolis County over the past few years. Discussion about the provincial contribution and the possibility of reassessment and recalculation.

8) Board of Directors Chair Update

James Clouthier is new to the role but congratulated staff on their hard work. There is a requirement for the Board and LOC to meet annually. It was suggested that each municipal partner host a REN open house for elected officials to learn more about operations. REN Board meetings are open to LOC members at all times and they can be invited to attend (in accordance with section 22 and 60 in the MGA). The IMSA asks that terms of reference be created for the Board and LOC for more information.

9) Next Meeting Date

Timelines to reflect budget preparation, Board meetings and IMSA requirements.

Emily Boucher to send a Friday email with the Strategic Plan and suggested meeting times.

10) Adjournment

IT WAS REGULARLY MOVED AND SECONDED THAT THE OCTOBER 2, 2024 MEETING OF THE VALLEY REN LIASION AND OVERSIGHT COMMITTEE BE ADJOURNED.

October 15, 2024

Jim Ivey	Councillor, Alternate	West Hants
Mark Phillips	CAO	West Hants
Paula Huntley	Councillor, Voting Member	Kentville
Derrick Jamieson	Councillor, Alternate	Berwick
Jen Boyd	CAO	Berwick
John Bartlett	Councillor, Voting Member	Middleton
Ashley Crocker	CAO	Middleton
Marilynn Hay	Director, DED	Province of Nova Scotia
Judy Lynch	Business Workforce Consultant	Province of Nova Scotia
Emily Boucher	CEO	Valley REN
James Clouthier	Chair	Valley REN Board

1. Call to Order at 9:02am

2. New Business

Chair Paula Huntley introduced the motion of approving the Strategic Plan, and Emily Boucher reviewed the minor changes in the document from the previous version.

It was moved

That the Valley Regional Enterprise Network Liaison and Oversight Committee approve the updated strategic plan

Motion Carried

3. Adjournment

There being no further business to discuss, the meeting adjourned at 9:05pm

A regular meeting of the Middleton Police Advisory Board (PAB) was held at the Town Hall on Tuesday, October 8, 2024, starting at 5:00 pm.

PRESENT

Chairing the meeting, David McCoubrey, Deputy Mayor Gail Smith; Members John Thompson Councillors John Bartlett and Bernadette Knapp; RCMP member Sgt. Lindsay Powers, and Chief Administrative Officer (CAO) Ashley Crocker; Recording Secretary, Sara Marceau.

Also in attendance: Nine (9) citizens

1. CALL TO ORDER

Chair McCoubrey called the meeting to order at 5:00 pm.

2. APPROVAL OF THE AGENDA

241008.01 It was moved and seconded to accept the agenda as amended. **Motion carried.**

3. MINUTES

3.1. Approval of the Minutes

241008.02 It was moved and seconded to approve the minutes of July 8, 2024, circulated. **Motion carried.**

4. OLD BUSINESS

4.1. Police Advisory Board Training

- Chair McCoubrey noted that the Police Advisory Board training was held on July 18th.
- Chair McCoubrey emphasized that all new members joining the Board are required to complete the training.

5. NEW BUSINESS

5.1. Senior Safety Program

- Chair McCoubrey attended the Police Advisory Board Meeting at the County, where Sharon Elliott presented on upcoming changes. Effective April 2025, the Soldiers Memorial Hospital Foundation will reduce their funding for the Senior Safety Program, although the Annapolis West Health Foundation will continue to sponsor it. Chair McCoubrey remarked that the Senior Safety Chair performs significant work that alleviates responsibilities from policing services, ensures seniors receive proper care, and prevents the unnecessary use of police resources.

6. RCMP REPORTS

6.1 Quarterly Report: July 1 to September 30, 2024

The RCMP quarterly report for the period of July 1 to September 30, 2024, was circulated to all Board members.

Sgt Powers provided the Board and citizens with an overview of RCMP activities in the Town including:

- Road Safety and Impaired Driving
- Police Visibility and Community Engagement (including homelessness and domestic violence)
- Calls for Service
- Other things of note:
 - By the end of this week, all new Constable positions allotted for this year will be filled
 - Positions for Annapolis members who have been identified for transfer out of the area already have incoming members assigned
- Councillor Bartlett inquired about plans to enhance proactive policing in the town

7. ANYTHING BY CITIZENS

- A citizen asked if someone would be available to cover the extra hours in the morning with the addition of the fourth person.
 - Sgt. Powers replied that they don't have the resources to move to a 24-hour schedule, noting that the regular on-call hours are from 3pm to 8am
- Citizen Chris Bradley raised concerns about petty crime in the community, suggesting increased policing in Middleton during the evening, as that seems to be when vandalism occurs. He expressed frustration over receiving overly technical responses to simple questions about policing, questioning why resources aren't available at night.
 - Sgt. Powers stated that just because no one is out during the evening, doesn't mean anyone isn't working over their scheduled hours.
- Citizen Octavia McLean mentioned that it's a partnership between the town and the police. She noted that there hasn't been a police presence lately at their Neighborhood watch meetings, which occur on the last Tuesday of each month.

POLICE ADVISORY BOARD

Tuesday, October 8, 2024



8. CHAIR REMARKS

- Chair McCoubrey announced that today would be his final meeting, as his term on the board has come to an end.

9. Date of Next Meeting:

The next meeting will take place on Tuesday January 14, 2025, at 5:00 pm

ACTION: Post position on Facebook and webpage.

10. ADJOURNMENT

The meeting was adjourned at 5:29 pm.

Chair

Recording Secretary

DRAFT



**Minutes of the Regional Emergency Management Advisory Committee Meeting
Thursday, October 10, 2024**

PRESENT:

Councillor Lynn Longmire (Vice-Chair); Warden Alex Morrison, County of Annapolis; Councillor Bernadette Knapp, Town of Middleton; Mayor Amery Boyer and Councillor Holly Sanford, Town of Annapolis Royal.

ALSO PRESENT:

REMC Brian Orde and Recording Secretary; Director of Finance, Brigette Stennett, Town of Middleton; and CAO Sandi Millett-Campbell, Town of Annapolis Royal.

REGRETS:

Councillor Gary Marshall (Chairperson); CAO Chris McNeill, County of Annapolis; CAO Ashley Crocker, Town of Middleton.

Agenda Item	Discussion and Decisions (Motions and Actions)
1.Call to Order	The meeting was called to order at 6.32 pm by Vice-Chair Lynn Longmire.
2.Additions / Revisions to the Agenda	None
3.Approval of the Agenda	Motion 241010.01: It was moved by Councillor B. Knapp and seconded by Councillor H. Sanford that the agenda be approved as presented. Motion carried unanimously.
4.Approval of Minutes	Motion 241010.02: It was moved by Mayor A. Boyer and seconded by Councillor B. Knapp that the minutes of the Annapolis Regional Emergency Management Advisory Committee meeting held on June 24, 2024, be approved with minor spelling/grammar corrections as presented by Mayor A. Boyer. Motion carried unanimously.
5. BUSINESS ARISING FROM THE MINUTES	
5.a) Vulnerable Persons Registry	REMC B. Orde reminded the committee that this item remains on the agenda at the request of Councillor/Vice-Chair Lynn Longmire. No updates currently from the province/NS EMO on this development.
5.b) Letter to Minister of Dept. of Public Works	Note: This item remains on agenda until addressed. Ref. Annapolis Royal Causeway- Letter had been sent but had heard nothing until the article came out via Saltwire on April 6th titled "Engineering assessment to be done on Granville Ferry Causeway in Annapolis Royal, N.S". Mayor A. Boyer provided an overview of the letter (attached) she received from the NS Minister of Public Works. The minister indicated that Mark Peachey (Chief Engineer of Public Works) has been working to ensure that NS Public Works and Nova Scotia Power work together to assess current conditions of the causeway and determine any deficiencies that may exist for both short and long-term operation of the causeway. Further, NS Public Works has prepared a statement for work with the goal of having a request for proposals in early September 2024.



<p>5.c) Annapolis REMO – Emergency Plan Update</p>	<p>B. Orde updated the committee that NS EMO hasn't officially reviewed and provided feedback at this time. He has had some feedback (all minor items) from the NS EMO planning officer, Kerry MacLean.</p> <p>B. Orde will provide updates at the December 2024 REMO Advisory Committee meeting.</p>
<p>6. NEW BUSINESS</p>	
<p>6.a) Minister's letter to CAO's, Mayors/Wardens (July 16, 2024)</p>	<p>B. Orde provided an overview to the committee as a reminder of the contents of the letter. Also, he provided an update on the new Annapolis REMO Alert Ready standard operating procedure (SOP).</p> <p>General discussion occurred, with no specific actions or decisions made. Several committee members emphasized the importance of ensuring that everyone (i.e. Fire Departments, Public Works, etc.) understands the process for issuing emergency alerts in Annapolis County via Alert Ready or Alertable.</p> <p>B. Orde, explained that this is all included in the SOP and that he intends to provide it to fire services for their awareness.</p>
<p>6.b.i) Annapolis REMO Testing & Exercises</p>	<p>B. Orde provided a general update on the progress with staff training over the past 4 months.</p> <ul style="list-style-type: none"> • ICS 200 (June 12th and 13th) 13 county and town staff completed • Emergency Coordination Centre (ECC) (June 25th) 12 county and town staff completed • ICS 300 (June 11th-13th) 6 County and town staff completed <p>A reminder that the Elected Officials emergency management course will take place on Monday, December 2, 2024. Location to be determined. This will be a joint councils training session.</p> <p>B.Orde will be participating in an exercise at Mountain Lea Lodge later this month as an observer.</p>
<p>6.b.ii) Annapolis REMO Training and Exercises</p>	<p>B. Orde provided an update on the NS EMO Exercise Nova Bravo – Annapolis REMO improvement plan.</p> <p>A lot of progress has been made to date on items in the plan. Still some items remaining, and some items are ongoing and continuous, like resource lists and information.</p>
<p>6.c.i) Annapolis Regional Emergency Management Comfort Centres and Emergency Shelters Policy - amendments</p>	<p>B. Orde explained to the committee the minor changes to the County of Annapolis "Annapolis Regional Emergency Management Comfort Centres and Emergency Shelters Policy".</p> <ul style="list-style-type: none"> • <i>Update the name of the County of Annapolis policy to current numbering guidelines - change from AM-1.4.4, Policy 127 Annapolis Regional Emergency Management Comfort Centres and Emergency Shelters Policy to Policy 127, Annapolis Regional Emergency Management Comfort Centres and Emergency Shelters.</i> • <i>Remove "Procedure & Organization of Council" in the header as it is unnecessary and confusing.</i> • <i>In Sub-section 7.2, need to delete "AM-1.4.9 Community Grants Policy (Community Halls and Centres Assistance Program)" and replace with</i>

	<p><i>"Community Grant Programs" [this will make it general so that future name changes will not create a need to amend].</i></p> <p>The Committee had no issues or concerns with the changes. Also, the Committee acknowledged the document, expressed thanks for bringing to the committee for awareness, and agreed that no motion was required, as this is a minor administrative adjustment for the County of Annapolis only.</p>
<p>6.c.ii) Comfort Centres</p>	<p>B. Orde explained that he continues to work with many community halls across Annapolis County that are hoping to become comfort centres. There are at least 9 facilities that have shown interest in becoming centres but need to do some work at their facility first, including purchasing and installing a generator. This includes Port Royal, Centrelea, Hampton, Torbrook, Youngs Cove, West Paradise and West Dalhousie community halls as well as the Middleton & District Lions Club at their facility in Nictaux.</p> <p>As well, B. Orde attended a meeting last week in Bridgetown for the Bridgetown Baptist Church. Members are going to rebuild the church and still plan to become a comfort centre once operational again.</p> <p>Currently we have 18 comfort centres with signed agreements in place with 9 of those. In late September, the Port George Regional Rec. Centre became a comfort centre.</p> <p>Emergency Shelters – A meeting was held at the NSCC in Middleton in September, with Angela Brown from Canadian Red Cross, NSCC staff and REMO staff, including I.T. The meeting aimed to familiarize the Canadian Red Cross and IT services with the facility, and its setup, to ensure readiness for efficient activation and support in case of an emergency.</p>
<p>6.d) Communications</p>	<p>B. Orde provided updates on Annapolis REMO communication items:</p> <ul style="list-style-type: none"> • Exchanged 3 Sat Phones for 1 New SAT phone. Training for new phone took place on October 8th. • Sourced adaptors to be able to plug our current antenna on the roof with the new SAT phone as they were different sizes. • B. Orde will be exchanging 5 old TMR2 portable radios for 5 new ones on Oct. 24th. • TMR2 Training session is being held in Middleton on October 24th. • Starlink – currently have one system here for REMO. IT staff and B. Orde will test at least quarterly and I.T. is developing an SOP for use. <p>We continue to have staff and volunteers come in to participate in Exercise Handshake the last Tuesday or each month.</p>
<p>6.e) Public Information</p>	<p>B. Orde provided an update</p> <ul style="list-style-type: none"> • <u>Facebook Followers</u> June 2024= 1818 October 2024 = 2045 Increase: 227 • <u>X/Twitter Followers</u>



	<p>June 2024= 1043 October 2024 = 1081 Increase: 38</p> <ul style="list-style-type: none"> • <u>eNews Followers</u> June 2024= 222 October 2024 = 249 Increase: 27 • <u>ALERTABLE</u> – currently 1099 subscribers <p>The new Annapolis REMO website is now live. Sections are still being updated as time permits.</p> <p>ACTION: Annapolis REMO/REMPC members to continue to promote Annapolis REMO Alertable, social media accounts, website and eNews to increase community awareness.</p>												
<p>6.f) Community Outreach</p>	<p>B. Orde noted that community outreach is an important part of Annapolis REMOs role in educating our communities about emergency preparedness and to help all citizens understand their own individual/family roles in emergency preparedness.</p> <p>Recent outreach presentations/displays:</p> <ul style="list-style-type: none"> • Annapolis Valley Ex. in August- REMO staff from the County and towns took turns manning the booth. • Annapolis County volunteer expo. Sept 21st, in Bridgetown. • Fall Senior Safety Afternoon Tea in Lawrencetown in Oct. <p>ACTION: Annapolis REMO REMPC members to promote the Annapolis REMO Community Outreach Program.</p>												
<p>6.g) 2024 Hurricane Season</p>	<p>B. Orde provided a brief reminder of the 2024 NOAA hurricane season outlook and compared it to the current stats for the season so far.</p> <table border="1" data-bbox="557 1339 1312 1493"> <thead> <tr> <th><u>Type of System</u></th> <th><u>Predicted</u></th> <th><u>Actual</u></th> </tr> </thead> <tbody> <tr> <td><i>Named Storms</i></td> <td>17-25</td> <td>13</td> </tr> <tr> <td><i>Hurricanes</i></td> <td>8-13</td> <td>9</td> </tr> <tr> <td><i>Major Hurricanes</i></td> <td>4-7</td> <td>4</td> </tr> </tbody> </table> <p>A reminder that there is still a long way to go before Hurricane Season ends on November 30th.</p>	<u>Type of System</u>	<u>Predicted</u>	<u>Actual</u>	<i>Named Storms</i>	17-25	13	<i>Hurricanes</i>	8-13	9	<i>Major Hurricanes</i>	4-7	4
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<i>Named Storms</i>	17-25	13											
<i>Hurricanes</i>	8-13	9											
<i>Major Hurricanes</i>	4-7	4											
<p>6.h) 2024 Wildfire Season</p>	<p>B. Orde provided an update on the 2024 Wildfire Season. 83 Wildfires so far this year in NS which is way down from 220 a year ago. There are currently no new or active fires in NS. This year has been much better than the previous years, likely due to the fine for illegal burning now being \$25,000. Wildfire restrictions will end on October 15th.</p>												
<p>6.i) Annapolis County Generator Grant Program</p>	<p>B. Orde reminded the committee members of the Annapolis County Generator Grant Program and to help spread the word to facilities in their districts about this opportunity.</p>												

**6.j) NS EMO Update
(NS EMPO)**

B. Orde provided an update from NS EMO on behalf of Kerry MacLean, who was unable to attend the meeting:

NS Guard

- Still being developed and is currently not yet operational.
- It is intended to act as a mechanism to bring the skills of all Nova Scotians to the table when responding to disasters in NS.
- It will include a broad spectrum of skills to support responders, and bolster response capability.
- Registration is open and all Nova Scotians are encouraged to register. Skills will then be vetted and basic training for some will be provided.

WebEOC

- Currently operational and available for all municipalities to use, although functionality is limited. It still works as a great file database for all things emergency management.
- Current priority is getting WebEOC operational for the province, then its full functionality will be rolled out to partners and Municipalities. No timeline set yet.

EM Plans

- Lori and planning team are currently reviewing EM plans to ensure they meet minimums set by the NS Emergency Act.
- Once review is complete, EMPO's will reach out to the Municipal EMC's to go over review and provide feedback.
- EMPO's (Kerry) is available upon request to help provide input or feedback on EM Plans. Don't hesitate to reach out.

New Department of Emergency Management

- Bill 455 was tabled in March to establish the new department. It is close to being passed. See [Nova Scotia Legislature - Bill 455 - Emergency Management, An Act to Establish a Department of, and Authorize the Establishment of a Nova Scotia Guard \(nslegislature.ca\)](http://nslegislature.ca) for more details.
- Once the bill is passed, the department will be stood up and new regulations can be established. This could mean some changes to what is required of Municipal EMO's, but there is no information yet as to what this will look like. The structure of the provincial department is likely to change as well to better support the municipal EMO's.
- Updates will be provided to municipalities once the new regulations become clear.

Alert Ready

- The process for municipalities is currently the same as it has been. Municipal units have the ability to issue alerts as well as decide who can issue those alerts. The process has been streamlined on the Provincial side to speed up the time it takes to process the alert and have it published.

ANNAPOLIS REMI

Round Table	Councillor Longmire just wanted to share her appreciation for everything that the Committee and partners have done, and continue to do, for our communities.
Next Meeting	Monday, December 9, 2024, 6:30PM at the Town of Middleton – Town Hall, Council Chambers.
Adjournment	The Chairperson declared the meeting adjourned at 7:41 p.m.

Brian Orde, Regional Emergency Management Coordinator
(recording secretary)

Lynn Longmire, Advisory Committee Vice Chairperson
(Meeting chair)

INTERIM IMSA BOARD OF DIRECTORS MEETING

Wednesday, October 16, 2024 – 10:00 a.m.

Hybrid Meeting

DRAFT MINUTES

A meeting of the Interim Intermunicipal Service Agreements (IMSA) Board of Directors was held on Wednesday, October 16, 2024, at 10:00am via videoconference and in-person attendance based in the Valley Waste-Resource Management Boardroom.

Attendees:

Board Members

Municipality of Annapolis County:	Brad Redden, Deputy Warden
Town of Annapolis Royal:	Amery Boyer, Mayor
Town of Berwick:	
Town of Kentville:	Sandra Snow, Mayor
Municipality of the County of Kings:	Peter Muttart, Mayor
Town of Middleton:	Sylvester Atkinson, Mayor
Town of Wolfville:	Wendy Donovan, Mayor
Mun of Digby:	

Also in Attendance:

Town of Annapolis Royal	
Town of Berwick:	
Town of Kentville:	Jeff Lawrence
Town of Middleton:	
Municipality of the County of Kings:	
Municipality of Annapolis County:	
Town of Wolfville:	Glenn Horne
Municipality of Digby:	
IMSA Executive Director:	Dwight Whynot
Valley Waste:	Andrew Garrett, Interim General Manager
Kings Transit and Valley Waste	Dan L'Abbe
IMSA:	
Recording Secretary:	Brenda Davidson

Agenda Item No. 1 – Call To Order

Chair Muttart welcomed everyone calling the meeting to order at 10:00am noting that the meeting had been called for the purpose of dealing with the one item of contract negotiations with the Municipality of the District of Chester.

Agenda Item No. 2 – Approval of Agenda

ON MOTION OF SANDRA SNOW AND SECONDED BY WENDY DONOVAN THAT THE INTERIM INTERMUNICIPAL SERVICES AGREEMENTS BOARD OF DIRECTORS APPROVE THE OCTOBER 16, 2024 AGENDA, AS CIRCULATED.

MOTION CARRIED.

Agenda Item No. 3 – In-Camera Session in keeping with Section 22(2)(e) of the Municipal Government Act.

ON MOTION OF AMERY BOYER AND SECONDED BY SANDRA SNOW THAT THE INTERIM INTERMUNICIPAL SERVICES AGREEMENTS BOARD OF DIRECTORS MOVE TO AN IN-CAMERA SESSION IN KEEPING WITH SECTION 22(2)(e) OF THE MUNICIPAL GOVERNMENT ACT.

MOTION CARRIED.

The open session of the Interim Intermunicipal Services Agreements Board was called back to order at 10:22am.

ON MOTION OF SANDRA SNOW AND SECONDED BY WENDY DONOVAN THAT BASED ON THE AGREEMENT AS TABLED FOR CONSIDERATION DURING THE MEETING, THE INTERIM INTERMUNICIPAL SERVICES AGREEMENT BOARD AUTHORIZE THE CHAIR AND GENERAL MANAGER TO EXECUTE THE AGREEMENT FOR LANDFILL SERVICES WITH THE MUNICIPALITY OF THE DISTRICT OF CHESTER FOR SERVICES DEEMED TO COMMENCE ON APRIL 1, 2024 AND TERMINATE ON MARCH 31, 2039 WITH AN OPTION TO EXTEND THE AGREEMENT FOR AN ADDITIONAL 10 YEARS.

MOTION CARRIED.

Chair Muttart noted that the motion has passed unanimously.

Mayor Boyer expressed a thank you to staff for the work completed to bring this negotiating process to a successful end.

In recognition of the impending municipal elections, Interim General Manager Garrett expressed a thank you to the Board for all their support over the past months and years wishing those who are reoffering to continue to serve their respective municipality the best of luck and those who are not the best into the future.

Chair Muttart also expressed his well wishes to those who are reoffering to serve during the municipal elections and the same to those who are not reoffering noting that it has been his pleasure to work with everyone over the past months and years.

Agenda Item No. 4 – Adjournment

ON MOTION OF SANDRA SNOW AND SECONDED BY WENDY DONOVAN THAT THERE BEING NO FURTHER BUSINESS THE OCTOBER 16, 2024 MEETING OF THE INTERIM INTERMUNICIPAL SERVICES AGREEMENTS BOARD OF DIRECTORS ADJOURNED AT 10:25AM.

Respectfully submitted,

Brenda Davidson
Recording Secretary
Administration and Policy Manager
Valley Waste-Resource Management

A meeting of the Planning Advisory Committee (PAC) was held in person on Wednesday, October 16, 2024, starting at 2:00 p.m.

PRESENT

Chairing the meeting: Howard Selig; Mayor Sylvester Atkinson; Councillor John Bartlett; Citizens-at-large, Hilary Campbell, Dianne McDonald; Planner and Development Officer, Dawn Sutherland; CAO Ashley Crocker; and Recording Secretary/Planning Services Coordinator, Sara Marceau.

Regrets: Margaret Jerke

Also in attendance: Jamie Peppard

1. CALL TO ORDER

Chair Selig called the meeting to order at 2:08 p.m.

2. APPROVAL OF THE AGENDA

241016.01 It was moved and seconded to approve the agenda as amended. **Motion carried.**

3. APPROVAL OF THE MINUTES

241016.02 It was moved and seconded to approve the minutes as circulated. **Motion carried.**

4. ACTION/DISCUSSION ITEMS

4.1 Staff Planning Report – DO Liang

Development Officer Liang gave a brief overview of the Craft Brewery MPS/LUB.

- Hilary Campbell asked about the type of noise and traffic
 - Mr. Peppard stated that the noise would be minimal.
- Chair Selig asked if there are plans to sell directly to NSLC.
 - Mr. Peppard expressed his desire to maintain the non-profit organization and use a small section of the building for craft beer production.
- Dianne McDonald requested clarification on the decision not to demolish anything. There's some confusion regarding the distinction between serving food and operating a restaurant.
 - Mr. Peppard stated operating a restaurant would require a different license and budget, and setting up a commercial kitchen would be very challenging. They can look at bringing in food from another establishment. Some places that don't serve food allow you to bring your dog.
- Dianne McDonald asked will there be an impact on the legion. How many will be employed?
 - Mr. Peppard stated he would employ four staff members

- Deputy Mayor Smith asked about the hours.
 - Mr. Peppard stated the hours would be four days a week, from Thursday to Sunday.

241016.03 It was moved and seconded that the Planning Advisory Committee recommends Municipal Council give first reading to the Land Use Bylaw as amended, which includes the new definition of Craft Food & Beverage production and having it as a permitted use in Commercial Downtown (CD) zone, Commercial General (CG) zone, and Industrial and Commercial Enterprise (ICE) zone, and authorize a public hearing. **Motion carried.**

5. UPDATE ON PLANNING PROJECTS

Planning Services Coordinator Marceau provided a brief update on completed work:

- Four development and building permits issued
- Two building inspections conducted
- Two fire inspections conducted, with deficiency letters sent
- Four fire inspections closed out
- The Development agreement for 438 Main Street has been signed and forwarded to legal for registration with the Land Registration Office (LRO)
- No updates on the closing date for the Province’s Property Opportunity Notices
- No update on the Northlands Secondary Plan

6. ANYTHING BY MEMBERS

- Chair Selig requested activity reports going forward.
 - Development Officer Sutherland addressed that and referenced FOIPOP and asked what actions were taken in the past.
- Dianne McDonald asked about the vacant commercial businesses.
 - CAO Crocker stated that we, along with the County of Annapolis and Annapolis Royal, hired an Economic Development Coordinator. One of their projects is to identify vacant commercial opportunities and create a business directory.

7. NEXT MEETING

The date of the next regular meeting will be November 27th at 2:00pm.

8. ADJOURNMENT

241016.04: It was moved and seconded to adjourn the meeting at 3:23pm. Motion carried.

CHAIR

RECORDING SECRETARY



MAYORS REPORT
November 2024

November 11

Last week, we came together as a community to honor the brave men and women who have served our country, sacrificed for our freedoms, and given their lives in defense of the values we hold dear. Remembrance Day is a solemn occasion, a time for us to pause, reflect, and express our deep gratitude for the sacrifices made by so many.

The Remembrance Day Ceremony, organized by Middleton's Nova Scotia Community College and the Royal Canadian Legion, Branch #1, was a heartfelt tribute to those who have served. I was deeply moved by the turnout of residents, veterans, and community members who gathered in solidarity to honor these courageous individuals. The ceremony provided a meaningful opportunity to remember the sacrifices made by brave men and women, both past and present, who have fought to defend our freedom and uphold the values that define us as a nation.

A wreath was laid on behalf of the Town of Middleton, as we paid our respects to all those who have given so much in service to our country.

Remembrance Day is not only a time to reflect on the past but also an opportunity to teach future generations about the importance of service, sacrifice, and commitment. It is essential that we instill these values in our young people, so they understand the significance of the freedoms they enjoy, and the responsibilities that come with them.

As we reflect on the sacrifices made by our veterans, we also recognize the ongoing contributions of those who continue to serve in our military, ensuring the safety and security of our country. Their courage and dedication are a reminder that the fight for peace and freedom is never over.

To all those who have served and continue to serve, on behalf of the citizens of the Town of Middleton, I extend our deepest gratitude and respect. Your bravery and commitment are etched into the soul of our nation, and we will continue to honor your legacy—today, tomorrow, and for generations to come.

Office of the
Prime Minister



Cabinet du
Premier ministre

Ottawa, Canada K1A 0A2

Ref.: LM003889275

September 27, 2024

His Worship Sylvester Atkinson
Mayor
Town of Middleton
P.O. Box 340
Middleton, Nova Scotia B0S 1P0

Dear Mayor Atkinson:

On behalf of Prime Minister Justin Trudeau, I would like to acknowledge receipt of your letter of August 2024, regarding a resolution passed by the Town of Middleton in support of a basic income guarantee. I regret the delay in replying.

Thank you for writing to the Prime Minister. You may be assured that your comments, offered on behalf of the Town of Middleton, have been carefully reviewed.

I have taken the liberty of forwarding copies of your correspondence to the Honourable Chrystia Freeland, Deputy Prime Minister and Minister of Finance, and the Honourable Jenna Sudds, Minister of Families, Children and Social Development, for their information and consideration.

Once again, thank you for taking the time to write.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'J. Genge'.

J. Genge
Executive Correspondence Officer
Executive Correspondence Services

c.c.: The Honourable Chrystia Freeland, P.C., M.P.
Deputy Prime Minister and Minister of Finance

The Honourable Jenna Sudds, P.C., M.P.
Minister of Families, Children and Social Development

Canada