



MUNICIPALITY OF THE DISTRICT OF WEST HANTS
Council Agenda
April 11, 2017 7:00 p.m.
Sanford Council Chambers

1. Call to Order
2. Call of Roll
3. Announcements
4. Approval of Agenda, including additions or deletions
5. Public Hearings
 - a. Cemetery By-law
6. Approval of the Council Minutes of March 14 and three sets of Public Hearing Minutes of March 14, 2017 (Municipal Planning Strategy Amendments – Transportation Map & Alternative Resource Energy Authority - Application to Amend Development Agreement to Enable an Expansion to the Wind Energy Facility, Ellershouse, PID 45007903 & COPW-001.00 Closure of a Portion of Prince Street, PID 45228186, Special Council Minutes of March 28, 2017
7. Business Arising from Minutes and any Related Correspondence
8. Presentation (s)
9. Report of the Warden
 - a. Warden's Report – April 2017
10. Reconsideration or Rescission of Resolutions of Which Notice has Been Given on a Previous Day
11. Report(s) of the Committee(s) and Officer(s)
 - a. Committee of the Whole
 - i. Excerpts March 28, 2017
 - b. Planning Advisory Committee
 - i. Application to Amend the Hantsport Municipal Planning Strategy (HMPS) to Enable Council to Consider Rezoning Single Unit Residential (R-1) to Two Unit Residential (R-2) (Recommendation Report)
 - c. Report of the Chief Administrative Officer
 - i. Inter-Municipal Agreement to Create a Municipal Body Corporate (Recommendation Report)
 - d. REMO Advisory Committee

- e. Police Advisory Committee
- f. MCCAP Committee
 - i. Municipal Climate Change Action Plan (MCCAP) Budget
- g. Other Committee Reports or Recommendations
 - i. Fire Restructuring Committee

12. Correspondence

- a. March 23, 2017 – Office of the Minister of Municipal Affairs re: 12 Month Notice Under the Municipal Government Act
- b. March 27, 2017 – Federation of Canadian Municipalities (FCM) re: Voluntary Invoice FCM Legal Defense Fund
- c. March 31, 2017 – Smoke Free Nova Scotia re: National Campaign in Favor of Plain and Standardized Packing for Tobacco Products

13. Miscellaneous / New Business

14. Date of Next Meeting – May 9, 2017

15. Adjournment



THE MUNICIPALITY OF THE DISTRICT OF WEST HANTS

RECOMMENDATION REPORT

Public Hearing Second Reading

To: Members West Hants Council

Submitted by: _____
Cathie Osborne, CAO

Date: April 5, 2017

Subject: By-Law Respecting the Management of the Riverbank Cemetery -
Supplementary Report

Origin:

Town of Hantsport Cemetery By-Law (By-law 58) 2013 Amendment and replacement of Municipality of West Hants bylaw; follow up of staff to suggestions and comments arising from first reading of the new bylaw.

Legislative Authority:

Municipal Government Act, Part IV Finance, Power to expend money

Sections

65 (x) lands and buildings required for a municipal purpose; and
(ah) public grounds, squares, halls, museums, parks, tourist information centres and community centres;

Cemeteries and Funeral Act sections 22 and 23:

Rights of purchaser of cemetery lot

22 (1) The sale of a lot in a cemetery or of the right to use a lot in a cemetery

- (a) subject to subsection (2), vests in the purchaser the right of reasonable access to the lot;
 - (b) vests in the purchaser the right to use the lot for burial;
 - (c) vests in the purchaser the right to erect a memorial on the lot subject to any specifications provided for by the purchase agreement; and
 - (d) subject to subsections (2) and (3), vests in the public a right to reasonable access for visitation to any grave in the lot which has been used for burial.
- (2) The operator may vary the access to a lot in a cemetery at any time so long as reasonable access is maintained.
- (3) Where all of the lots in a building, structure or enclosure in a cemetery are owned by one family, there is no public right of access to the building, structure or enclosure.

Exemption from taxation and sale of lot

23 (1) A lot in a cemetery or a right to use a lot in a cemetery which has been conveyed to a purchaser or is subject to a purchase agreement is exempt from taxation of any kind and is not liable to be seized or sold on execution for taxes or otherwise unless the purchaser holds it for resale.

(2) The sale of a cemetery, on execution or otherwise, does not affect a right acquired by a purchaser pursuant to Section 22.

Recommendation:

It is recommended that Council approves the second reading of C-001 By-law Respecting the Management of the Riverbank Cemetery as amended and presented during the public hearing.

Background:

With the dissolution of the former Town of Hantsport staff are reviewing all by-laws and have recently completed a thorough review of the cemetery by-law. As part of the review and rewrite staff reviewed bylaws and operational practices of other municipally operated cemeteries. Now entering the third season of cemetery management, staff are recommending changes be made to the bylaw which reflects both recent operating experience and best practices of other similar operations.

The Riverbank Cemetery is funded through an area rate applied to the residents of Hantsport who are charged a lessor purchase price on the sale of lots than residents residing outside of the former town boundaries. The purchase price includes the cost of the lot and future maintenance costs or "perpetual care" costs which is placed in a "Care of Lots Fund".

Discussion:

Recommended changes to the cemetery by-law includes:

1. clarification of staffing duties and removes the requirement for Council to approve the transfer or sale of a previously purchased lot
2. changes to the number of cremation burials permitted within one lot to reflect best practices noted across the province
3. inclusion of a definition of a cremation lot
4. As discussed during the first reading, a revised statement that Riverbank Cemetery will only allow winter burials at the discretion of the Cemetery Manager.

Concerns around the level of perpetual care funds led to an actuarial study in December 2016 by Eckler Consultants & Actuaries, funded by dissolution funding. Eckler Consultants and Actuaries found the Hantsport Riverbank Cemetery Care of Lots funding underfunded. The full implications of the findings of this study will be provided to Council during budget discussions.

Financial Implications:

Staff will be addressing the plot and perpetual care charges at a future date through a recommendation to Council to establish a Schedule of Fees Policy.

On-going expenses incurred from operating the Riverbank Cemetery which exceed the amount received from the Care of Lots Fund are and will continue to be included in the Hantsport Area Rate.

Alternatives:

Council can choose not to repeal and replace Town of Hantsport Cemetery By-Law (By-law 58) 2013

Attachments:

Town of Hantsport Cemetery By-Law (By-law 58) 2013 Amendment
REVISED DRAFT Cemetery By-law C-001

Report Prepared by: _____
(Kathy Kehoe, Director of Parks & Recreation, 902-798-6938)

Report Reviewed by: _____
(Martin Laycock, Director of Finance, 902-798-6926)

**TOWN OF HANTSPORT
CEMETERY BY-LAW (By-law 58)
2013 Amendment**

RESPECTING THE MANAGEMENT OF THE RIVERBANK CEMETERY

The Council of the Town of Hantsport, in the Province of Nova Scotia, enacts as follows:

Short Title:

1. This By-Law shall be known as and may be cited as the "Cemetery By-Law".

Interpretation:

2. In this By-Law:

2.1 "Committee" means the Committee of the Whole for the Council of the Town of Hantsport.

2.2 "Lot" means the measured portion of Cemetery land purchased for the purposes of burial.

2.3 "Lot Owner" means a person who purchases a Lot of land in the Cemetery without acquiring any ownership interest in the land, and includes the heirs, successors and assigns and the personal representative of the Lot owner and the agent of any of them.

2.4 "Perpetual Care" means the Town shall maintain the Cemetery in a neat and trim condition; this does not include the maintenance of memorials, which is the responsibility of the Lot Owner.

3. Management of the Cemetery

3.1 The Town shall deal with cemetery matters through the Committee of the Whole, with decisions being directed to Town Council for approval.

3.2 Town Council shall establish the position of a Cemetery Manager.

3.3 The following records shall be maintained in the Town Office.

- (a) The survey plans of the Cemetery
- (b) All Lots purchased or transferred
- (c) Accounts showing receipts and expenditures
- (d) Interments containing the name, sex, age, the place and date of death, the number of the Lot and location in which the person is buried and the date of interment
- (e) Burial permits and cremation certificates

4. Purchase of Lots

4.1 Lots for burial purposes may be sold only by the Town.

4.2 Lots for burial purposes may be sold at such prices and on such terms as Town Council may determine from time to time by Resolution and according to the plans of the Cemetery on file in the Town Office.

4.3. The purchaser of a Lot in the Cemetery who has paid the Town for it shall receive a receipt showing the lot number.

4.4 A portion of the sale of each Lot shall be set-aside for Perpetual Care with the amount of such portion to be set from time to time by Council.

4.5 The ownership of a Lot shall not be transferred without the consent of Town Council.

4.6 Council shall purchase a Lot for which consent of transfer has not been granted at the original price for which it was purchased from the Town.

4.7 The Town shall not be bound by any personal agreements concerning the disposition of Lots unless these agreements have been approved by Town Council.

5. Interments and Disinterments

5.1 No person shall bury any human remains or conduct any interment or disinterment without a burial permit or cremation certificate issued by a licensed funeral home.

5.2 A copy of the burial permit or cremation certificate must be filed with the Town Office before the interment or disinterment takes place.

5.3 Persons granted a burial permit are responsible for all costs of interment or disinterment and are subject to all provisions in this By-Law; this includes the cost of removal of excess soil from interments.

5.4 All excavations in the Cemetery shall be directed by the Cemetery Manager or the Superintendent of Public Works or their designates.

5.5 The Town may have work done on any lot by any Town Employee or Town contractor.

5.6 The Town may require Lot Owners to pay the costs to repair any damage to Town Property, including a Lot, during burial, interment or disinterment.

5.7 Burials shall be allowed in each single lot in accordance with the following:

- (a) One casket burial and up to two cremation burials at the discretion of the Cemetery Manager.
- or
- (b) up to six cremation burials at the discretion of the Cemetery Manager

6. Memorials

6.1 There shall not be more than one memorial on each lot and the memorial, including any base, must fit within the lot.

6.2 All lot owners are required to keep all memorials upon such lots in proper repair at their own costs and to the satisfaction of the Committee.

6.3 The Cemetery Manager shall from time to time report to the Committee any memorials which are in need of repair in the Manager's opinion, whereupon the Committee shall notify the lot owner that the same must be put in proper repair to the Committee's satisfaction.

6.4 If any owner after three (3) months of the issuance of such notice, refuses or neglects to put such memorial in proper repair, the Superintendent of Public Works may, if authorized by the Committee, repair, remove or otherwise deal with same at the lot owner's expense.

6.5 There shall be 48 hours notice to the Cemetery Manager or the Superintendent of Public Works before any private contractor may proceed with any work within the Cemetery.

7. Restrictions

7.1 Containers, vases, receptacles or ornaments made of glass are prohibited in the Cemetery and such items will be removed from the Cemetery.

7.2 Trees, shrubs or other plants are not permitted to be cultivated on Lots unless they are approved by the Cemetery Manager.

7.3 The Cemetery Manager may remove any items prohibited by this By-Law, at the expense of the Lot Owner.

7.4 The erection or placing of cut-stones, copings, borders, fences, walls, hedges, trellis, iron rods or any other fixtures on or around lots is prohibited unless approved by the Committee.

7.5 The Committee may exercise control over every tree, shrub, vine, flower, wreath or other form of vegetation, real or artificial within the Cemetery whether planted or placed there by any lot owner, including but not limited to removal, cutting or trimming.

7.6 The Committee and Council are not responsible for the deterioration, damage or loss of any vegetation or any other articles.

7.7 No person shall take any flower, wild, artificial or cultivated, or break any tree, shrub or plant, or remove any real or artificial material, or write upon, deface or injure any memorial or other structure in or belonging to the Cemetery or Lot Owner.

7.8 No person shall make any walk, cut any sod or move any corner posts or Lot markers in the Cemetery.

7.9 No motorized vehicles are permitted in the Cemetery for recreational purposes.

7.10 No vehicle shall travel within the Cemetery at a rate over twenty kilometres per hour.

7.11 No vehicle shall drive on or park on any grassy area in the Cemetery without the permission of the Cemetery Manager.

8. Other

8.1 All notices required to be given to lot owners shall be mailed by ordinary mail to such owners or their legal representatives at their last known address.

8.2 Any person who violates any provision of this By-Law shall be guilty of an offence punishable on summary conviction to a penalty of not more than \$1000.00 or, in default of payment of the penalty, imprisonment for a term not exceeding thirty (30) days.

9. Repeal

All previous Riverbank Cemetery By-Laws and amendments of the Town of Hantsport are hereby repealed.

I, Robert C. Frost, Chief Administrative Officer for the Town of Hantsport, do hereby certify that the foregoing is a true copy of a by-law duly passed at a duly called meeting of the Town Council of the Town of Hantsport and held on the day of _____.

Given under the hand of the Chief Administrative Officer and under the corporate seal of the said Town this day of _____.

Robert C. Frost, Chief Administrative Officer



MUNICIPALITY OF THE DISTRICT OF WEST HANTS
A By-law Respecting the Management of the Riverbank Cemetery

1. Short Title

1.1. This By-Law shall be known as and may be cited as the "Cemetery By-law".

2. Definitions

2.1. In this By-Law:

- a. "CAO" means the Chief Administrative Officer for the Municipality of the District of West Hants.
- b. "Cemetery" means the Riverbank Cemetery, in the community of Hantsport, Nova Scotia.
- c. "Cemetery Manager" means the person appointed by the CAO for the daily oversight and management of the Cemetery.
- d. "Committee" means the Committee of the Whole for the Council of the Municipality of the District of West Hants.
- e. "Council" means the Council of the Municipality of the District of West Hants.
- f. "Disinterment" means to take out the place of interment.
- g. "Grave" means a space in a burial lot where human remains are buried.
- h. "Interment" means the burial or placement of human remains in a lot.
- i. "Lot" means the measured portion of Cemetery land purchased for the purposes of burial.
- j. "Lot Owner" means a person who has purchased the right to use a lot in the Cemetery for burial purposes, and includes the heirs, successors, assigns and the personal representative of the Lot owner and the agent of any of them, but notwithstanding anything in this by-law the lot owner acquires rights to use the lot in accordance with this by-law and other applicable by-laws but does not become the owner in fee simple of the land itself .

- k. "Memorial" means a foot marker, monument, headstone or plaque marking a grave.
- l. "Municipality" means the Municipality of the District of West Hants.
- m. "Parks & Grounds Superintendent" means the person responsible for the direct oversight for the maintenance care of the Cemetery.
- n. "Perpetual Care" means the maintenance care of the lawn and grass only.
- o. "Winter burial" means an interment carried out during the months of November 15 to April 15.

3. Management of the Cemetery

- 3.1.** The CAO shall be responsible for the administration of this By-Law and all policies related to the Cemetery approved by Council.
- 3.2.** The CAO may establish the position of Cemetery Manager and delegate authority to him or her.
- 3.3.** The CAO may establish the position of Parks & Grounds Superintendent and delegate authority to him or her.
- 3.4.** The following records shall be maintained by the Municipality:
 - a. Survey plans of the cemetery;
 - b. Lots purchased or transferred;
 - c. Accounts showing receipts and expenditures;
 - d. Interment files containing the name, sex, age, place and date of death, the number of the lot and location in which the person is buried, and the date of the interment; and,
 - e. Burial permits and cremation certificates.

4. Purchase of Lots and rights and obligations of Lot Owner

- 4.1.** Lots shall only be purchased from the Municipality.

- 4.2.** Lots may be sold at the price and on the terms set by Council, and in accordance with the plans of the Cemetery.
- 4.3.** Council shall set aside a portion or all of the sale of each lot for Perpetual Care with the amount of such portion to be determined by Council from time to time.
- 4.4.** Council may levy a charge for burial and disinterment additional to any charges levied by a contractor for carrying out such services.
- 4.5.** Lot Owners granted a burial permit are responsible for all costs of interment and disinterment.
- 4.6.** Winter burials may incur additional cost to be paid by the Lot Owner as set by Council.
- 4.7.** The Municipality may require Lot Owners to pay the costs to repair any damage to Municipal property, including a lot, during interment or disinterment.
- 4.8.** Lot Owners are required to keep memorials in proper repair at their own cost and to the satisfaction of the Municipality.
- 4.9.** All costs of memorial maintenance and levelling are the responsibility of the Lot Owner.
- 4.10.** The Lot Owner who has paid the Municipality for the lot shall receive a receipt showing the lot number purchased.
- 4.11.** A lot shall not be transferred without consent of the CAO.
- 4.12.** The Municipality shall purchase a lot for which consent of transfer has not been granted at the original price for which it was purchased from the Municipality.
- 4.13.** The Municipality shall not be bound by any personal agreements concerning the disposition of lots unless these agreements have been approved by the CAO.

5. Interment

- 5.1.** No person shall bury any human remains or conduct any interment without a burial permit or cremation certificate issued by a licensed funeral home.

5.2. A copy of the burial permit or cremation certificate must be filed with the Cemetery Manager before the interment takes place, and the timing of a burial is subject to approval of the Cemetery Manager.

5.3. All excavations in the Cemetery shall be directed by the Cemetery Manager or the Parks & Grounds Superintendent or designates.

5.4. The Municipality may have work done on any lot by any Municipal Employee or Municipal contractor.

5.5. Winter burials will be at the discretion of the Cemetery Manager.

5.6. A full burial lot shall measure four (4) feet by ten (10) feet .

5.7. A cremation lot shall measure three (3) feet by four and a half (4.5) feet.

5.8. Burials shall be allowed in each lot in accordance with the following:

a. Full burial lot:

- i. One (1) casket burial and up to two (2) cremations burials at the discretion of the Cemetery Manager; or
- ii. Up to Four (4) cremation burials at the discretion of the Cemetery Manager

b. Cremation Lot:

- i. Up to two (2) cremation burials at the discretion of the Cemetery Manager

6. Disinterment

6.1. The disinterment of a body, once properly interred, shall be made in accordance with all legislation and regulations, by-laws and policies applicable in the Province of Nova Scotia and the Municipality.

6.2. Disinterment and the terms, conditions and circumstances under which disinterment occurs shall be directed by the Cemetery Manager.

7. Memorials

- 7.1.** There shall not be any more than one memorial on each lot and the memorial, including the base, must fit within the lot.
- 7.2.** The memorial on a full burial lot shall have a maximum height of thirty-two inches (32") above ground level, including the foundation and base.
- 7.3.** The memorial on a cremation lot shall be level with the ground and shall be a maximum of twenty-two inches (22") long, twelve inches (12") wide and four to six inches (4" - 6") thick.
- 7.4.** All memorials shall be constructed of granite, cut stone or marble.
- 7.5.** The foundation of all memorials shall be of a type and size deemed appropriate by the Cemetery Manager.
- 7.6.** The Cemetery Manager shall mark the site for memorial placement and interments for each lot.
- 7.7.** All memorials are to be installed by a monument dealer or its agent.
- 7.8.** The Cemetery Manager shall from time to time report to the CAO any memorials which are in need of repair in the Cemetery Manager's opinion, whereupon the CAO shall notify the Lot Owner at the last known address of the owners supplied to the Municipality that the memorial must be put in proper repair to the CAO's satisfaction.
- 7.9.** If any owner after three (3) months of the issuance of such notice (under section 7.8) refuses or neglects to put such memorial in proper repair, the Cemetery Manager may, if authorized by the CAO, require the memorial to be repaired, removed or otherwise adjusted at the Lot Owner's expense.
- 7.10.** If a Lot Owner refuses or neglects to put such memorial in proper repair, the Cemetery Manager may, with the permission of the CAO, use the fund set aside for Perpetual Care or, alternatively, where a budget has been approved by Council for same, may use funds raised through area tax rates or general tax rates to cover the expense of the memorial's repair, removal or adjustment (under section 7.9), without prejudice to the right of the Municipality to recover expenses against the Lot Owner.
- 7.11.** There shall be forty-eight (48) hours' notice given to the Cemetery Manager or the Parks & Grounds Superintendent before any private contractor may proceed with any work within the Cemetery.

7.12. No person shall erect a monument which does not conform to the requirements of this By-Law.

8. Restrictions

8.1. Trees shrubs or other plants are not permitted to be cultivated on lots unless they are approved by the Cemetery Manager or the Parks & Grounds Superintendent.

8.2. The Cemetery Manager or the Parks & Grounds Superintendent may exercise control over every tree, shrub, vine, flower, wreath or other form of vegetation, real or artificial within the Cemetery whether planted or placed there by any Lot Owner, including but not limited to removal, cutting or trimming, at the expense of the Lot Owner.

8.3. No person shall take any flower, wild, artificial or cultivated, or break any tree, shrub or plant, or remove any real or artificial material, or write upon, deface or injure any memorial or other structure in or belonging to the Cemetery or Lot Owner.

8.4. The Municipality is not responsible for the deterioration, damage or loss of any vegetation.

8.5. Containers, vases, receptacles or ornaments made of glass are prohibited in the Cemetery and such items will be removed from the Cemetery.

8.6. The erecting or placing of cut-stones, copings, borders, fences, walls, hedges, trellis, iron rods, chairs or any other fixtures on or around lots is prohibited.

8.7. No person shall modify a lot including walkways, sod removal, or the removal of survey markers or memorials.

8.8. No Lot Owner shall change a lot in any manner which interferes with the grading of the area and the Municipality shall have the right to re-grade any area so affected at the expense of the Lot Owner.

8.9. No motorized vehicles are permitted in the Cemetery for recreational purposes.

8.10. No vehicle shall travel within the Cemetery at a rate over ten (10) kilometers per hour.

8.11. No vehicle shall drive on or park on any grassy area in the Cemetery without the permission of the Cemetery Manager or the Parks & Grounds Superintendent.

9. Other

9.1. All notices required to be given to Lot Owners shall be mailed by ordinary mail to such owners or their legal representatives at their last known address.

9.2. Any person who violates any provision of this By-Law shall be guilty of an offence punishable on summary conviction to a penalty of not more than one thousand dollars (\$1000.00) or, in default of payment of the penalty, imprisonment for a term not exceeding thirty (30) days.

10. Repeal

10.1. All previous Riverbank Cemetery By-Laws and amendments of the former Town of Hantsport are hereby repealed.

I, Rhonda Brown, Municipal Clerk of the Municipality of the District of West Hants, the Province of Nova Scotia, do hereby certify that this is a true copy of the policy as adopted by the Council of the Municipality of the District of West Hants at a meeting duly called and held on the ____ day of ____ (month), ____ (year).

R. N. Brown
Municipal Clerk

By-Law Adoption	
First Reading:	<i>Date</i>
Notice Published:	<i>Date</i>
Second Reading & Approval	<i>Date</i>
Final Publication	<i>Date</i>
Notice to Municipal Affairs	<i>Date</i>
Description: Initial Approval of Cemetery By-law for West Hants and repeal of previous Riverbank Cemetery By-law of the former Town of Hantsport.	

DRAFT



MUNICIPALITY OF THE DISTRICT OF WEST HANTS

WARDEN'S REPORT

April 2017

Congratulations Councillors on beginning your sixth month on Council. I believe it has been a good, productive start and I am very optimistic going forward with the best Council members. I wouldn't trade you guys for anything.

In the last month I had lunch with the Honourable Jamie Baillie (Leader of the PC party of NS), Janice Dodge (Provincial PC Candidate for Hants West), and Peter Harrison (Assistant to Mr. Baillie) to discuss issues in West Hants and how his party can help. It was a very productive lunch with many issues being discussed.

I also attended, with CAO Osborne, the official announcement of the second operating room at Hants Community Hospital. The event was well attended and was a good news story for this area.

Our first round of community meetings wrapped up with a successful final meeting in Councillor Keith's district that was very well attended. I'm looking forward to our next round in May when we begin community consultation for our strategic planning.

I attended Bowl For Kids Sake along with Councillors Francis, Daniels, and Leopold as well with staff members Chrystal Remme, Rhonda Brown, Suzanne Brown, Karrie Ritchie and Vivianne Pineo. Over \$1200.00 was raised by our team that included Councillor Hussey staff member Cathy Curry. I will also say we have some pretty awesome athletic people at West Hants who really do care. Thank you.

I represented West Hants at the Windsor Princess Tea where Ms. Savanna Sullivan was crowned Princess Windsor. I have to say it's a perk of being the Warden to be able to attend so many events that surround me with wonderful people from all walks of life.

Representatives from Forest Lakes were down and we discussed ways to bring more attention and exposure to the development. They want the community to know they wish to be an integral part of the future of West Hants and invite people to stop by to chat and take a look. The development seems on the line to begin booking which will be very good for our municipality. I am also lobbying very hard for an intersection near the development that will benefit the province in whole.

I also met with the organizers for Princess Hantsport and was impressed. We have a great candidate in Courtney Garland and I truly believe we have Queen Annapolisa on our hands

for the second year in a row. I have pledged my personal support for her and think Council should do the same. It's important we show case each district's uniqueness and highlight what they are known for.

I also attended the Annual Hantsport Fire Department Awards Banquet. It was a humbling experience to be in the presence of our true heroes who put their lives at risk to protect us.

I also had the pleasure of attending the 3rd annual Turnaround Achievement Awards at the Brooklyn Civic Center. This is an awards night organized by Terra Firma Development group, the developers of Forest Lakes. It's a great recognition of kids' hard work and achievement at all levels of the school system.

I would also like to thank the public for being engaged with all matters council. Would also like to thank those who come out to our meetings. I hope we get the numbers up so no chairs are unfilled, but for good reasons.

The position of Warden has been a steep learning curve for me. I have embraced it and made it my own. I thank all councillors for the support and hope I have provided you with support and guidance as well. I truly am trying to make West Hants "The Best of Everything." I am also working my hardest for the people who elected us to represent them. I am being honest, truthful, open, and transparent and will continue to do so. We can't please everybody but if we continue to base our decisions on facts and knowledge every decision we make will be known to be an informed decision that is the best for the community in the long term even though it may not be popular in the present. Stay the course and be true to yourselves.

Respectfully Submitted,
Abraham Zebian
Warden, The Municipality of The District of West Hants



MUNICIPALITY OF THE DISTRICT OF WEST HANTS
Committee of the Whole Excerpts
March 28, 2017

Strategic Planning Sub-Committee

...that the Strategic Planning Sub-Committee be dissolved.

Community Milestone Recognition Policy

...that Council approve the Community Recognition Policy COGE-005.00 as presented.

Connect to Innovate Application

...that Council:

1. agree, in principle, to support the project considered by the application to be submitted under the Connect to Innovate Grant.
2. authorize staff to work with i-Valley, community partners, and private entities to:
 - a) Submit a comprehensive Connect to Innovate funding application to achieve the April 21st deadline;
 - b) Prepare and include a non-binding letter of intent, to support extending open access fibre optic cable to those areas in rural West Hants meeting the grant criteria.
3. bring forward additional information to Council on the financial impact, households and areas reached; risks, challenges and benefits of implementing the project.



THE MUNICIPALITY OF THE DISTRICT OF WEST HANTS
RECOMMENDATION REPORT

To: Warden Zebian and Members West Hants Council

Submitted by: _____
Jennifer Daniels, Chair Planning Advisory Committee

Date: April 11, 2017

Subject: Application to amend the Hantsport Municipal Planning Strategy (HMPS) to enable Council to consider rezoning Single Unit Residential (R-1) to Two Unit Residential (R-2)

File No: **HMPS 16-01 / HLUB 16-02**

Origin:

A resident of Hantsport wishes to apply to amend the zoning on their property, but in order for Council to consider this application, the Hantsport Municipal Planning Strategy must first be amended.

Legislative Authority:

Part VIII, Section 205 (1) of the Municipal Government Act (MGA) enables municipalities to adopt or amend planning documents and 205 (2) states that the amendments shall be read twice. Section 205 (3) of the MGA requires that Council hold a public hearing before the amendment is read a second time.

Recommendation:

It is recommended that:

COUNCIL GIVE FIRST READING AND HOLD A PUBLIC HEARING TO CONSIDER AMENDING THE HANTSPORT MUNICIPAL PLANNING STRATEGY TO ENABLE COUNCIL TO REZONE PROPERTIES WITHIN THE SINGLE UNIT RESIDENTIAL (R-1) ZONE TO THE TWO UNIT RESIDENTIAL (R-2) ZONE, AS OUTLINED IN THE PLANNING STAFF REPORT TO THE HANTSPORT AREA ADVISORY COMMITTEE DATED DECEMBER 14, 2016.

Background and Discussion:

Discussion of the issues is contained in the Staff Report presented to the Hantsport Area Advisory Committee (HAAC) on December 14, 2016, and is available to Council and the general public through the Planning website and from the planning office. The Planning Advisory Committee held a Public Information Meeting prior to the Planning Advisory Committee meeting on March 16, 2017. All background documents can be found on the municipal website at the links below, and are also available from the Planning office.

<http://www.westhants.ca/planning/staff-reports/2016-staff-reports/1184-staff-report-hantsport-municipal-planning-strategy-amendment-pdf.html>

<http://www.westhants.ca/planning/staff-reports/2016-staff-reports/1189-staff-report-combined-hantsport-municipal-planning-strategy-and-land-use-by-law-amendments.html>

<http://www.westhants.ca/planning/hantsport/1123-12-14-2016-haac-minutes.html>

<http://www.westhants.ca/planning-advisory-committee-minutes/2017-pac-minutes/1236-03-16-2017-pac-minutes/file.html>

Process:

After First Reading, the proposed amendment will be sent to Public Hearing, with a tentative date of May 9, 2017. The Public Hearing would be advertised in the usual way through a newspaper advertisement and publication on the municipal website. After the Public Hearing, Council will then consider the application, the report and the recommendation of the PAC, and any oral or written presentations made at both the Public Information Meeting and the Public Hearing from interested persons who may either support or oppose the recommendation. Council is not bound by the First Reading when it comes time to make the final decision at Second Reading. Following the Public Hearing, Council proceeds to second reading and a decision is made.

Options:

1. Council may follow the process to approve the MPS amendment as drafted or as specifically revised by direction of PAC. This is the recommended action, and the suggested motion is on page 1 of this report.
2. Council may refuse the MPS amendment as drafted, and identify the policies which the amendment contravenes.
3. Council may provide alternative direction, such as requesting further information on a specific topic.

Report Prepared by: _____
Jeanne Bourque, Planner

Report Approved by: _____
Madelyn LeMay, Director of Planning & Development



THE MUNICIPALITY OF THE DISTRICT OF WEST HANTS
RECOMMENDATION REPORT

To: Members West Hants Council

Submitted by: _____
Cathie Osborne, CAO

Date: April 11, 2017

Subject: Inter-Municipal Agreement to create a Municipal Body Corporate

Origin:

Motion of Council, February 17, 2017 that West Hants Council and Windsor Council agree to 50/50 joint ownership of the Long Pond Hockey Heritage Centre and instruct staff to meet with the Provincial and Federal partners in finalizing the governance model requirements and execute any financial due diligence required.

Legislative Authority:

Municipal Government Act, Section 60

(1) A municipality of village may agree with one or more municipalities, villages, service commissions, the Government of the Province or of Canada or a department of agency of either or them or a band council pursuant to the Indian Act (Canada) to provide or administer municipal or village services.

Recommendation:

It is recommended that:

Council adopt the Inter-Municipal Service Agreement (attached) to create a municipal body corporate to be known as the Hockey Heritage Municipal Corporation and direct the Warden and Municipal Clerk to execute the document.

Background:

Council received a draft version of the inter-municipal agreement on February 14th attached to a staff report which highlighted basic principles of the governance model. Following this discussion, Council agreed to 50/50 joint ownership for the hockey heritage centre with the Town of Windsor.

Council held a second discussion on the draft inter-municipal agreement on March 21, 2017. The draft document has now been reformatted and revised to reflect the proposed name of the municipal corporation and the resulting facility. This attached document has been adopted by Council for the Town of Windsor.

Discussion:

The purpose of the inter-municipal service agreement is to create a new municipal corporation jointly owned by the Town and West Hants within a framework which will assist the parties in designing, constructing and operating the facility through a separate board, while retaining sufficient oversight to ensure the broader community is best served by the facility and to limit financial exposure for the partners.

The agreement incorporates strategic control to the partners by requiring both municipalities to agree to annual capital and operating budgets, while vesting the day to day operation of the facility to a qualified Board of Directors once the budget has been approved. The agreement also provides for regular and special reporting back to the municipalities on financial and operating objectives.

While the agreement also includes termination clauses for either partner after the 5-year period required by federal funding stipulations, there is also the ability for the partners to amend the current agreement and a process to address unresolved disputes or differences in interpretation of the agreement.

Financial Implications:

None, directly attributed to this agreement, but certainly inherent in the resulting relationship.

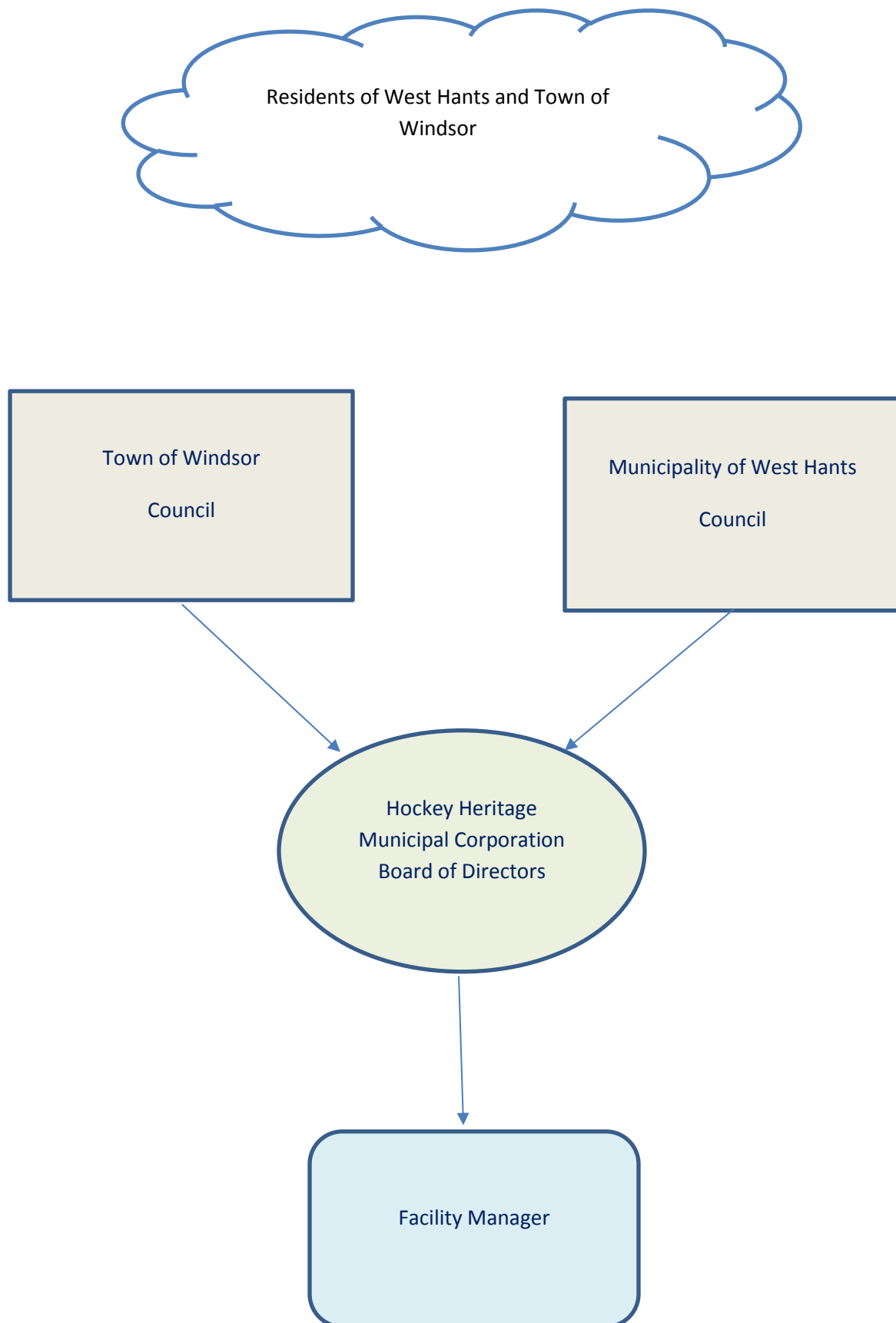
Alternatives:

Council may choose to not accept some, any or all the clauses in the agreement and provide staff with direction on how to proceed. This would not negate a prior approved motion of Council to enter the partnership.

Attachments: Organizational Chart

Report Reviewed by: _____
Martin Laycock, Director of Finance

Attachment 1: Organizational Chart



THIS INTER-MUNICIPAL SERVICE AGREEMENT to create a municipal body corporate known as the ***Hockey Heritage Municipal Corporation*** made this ____ day of _____, 2017

BETWEEN

TOWN OF WINDSOR, a municipal body corporate, pursuant to the *Municipal Government Act*, S.N.S., 1998 chapter 18;

(hereinafter called “Windsor”)

and

MUNICIPALITY OF THE DISTRICT OF WEST HANTS, a municipal body corporate, pursuant to the *Municipal Government Act*, S.N.S., 1998, chapter 18.

(hereinafter called “West Hants”)

WHEREAS

- A. The Councils of Windsor and of West Hants have recognized the benefits to their citizens of providing a variety of recreational opportunities;
- B. The importance of hockey and other arena based activities have long been valued in the Windsor and West Hants region;
- C. The Councils of Windsor and of West Hants wish to work cooperatively to help advance both the economic and health of the region as well as the health of their citizens;
- D. Therefore, the Councils of Windsor and of West Hants have agreed that they wish to support the construction of an recreational and cultural facility to be located near Long Pond in the Town of Windsor;
- E. Windsor and West Hants (referred to collectively as “the Municipal Units”) will enter into an inter-municipal services agreement pursuant to section 60 the *Municipal Government Act* of Nova Scotia;
- F. the Municipal Units wish to create a body corporate to provide for the design and construction of a Hockey Heritage Centre which may also house other recreational and cultural facilities;
- G. The Municipal units wish the corporation being created by this Agreement to own and oversee the Hockey Heritage Centre;
- H. The Councils of Windsor and West Hants also recognize the significant effort and expertise brought to this project by both the Long Pond Arena Society and Kings Edgehill School and wish to maintain the strong involvement of these bodies in the development, construction and operation of the Hockey Heritage Centre.

NOW THEREFORE in consideration of the mutual covenants and promises contained in this Agreement, the parties hereto agree as follows:

1. By this agreement the Municipal Units agree to create a municipal body corporate pursuant to section 60 of the Municipal Government Act, to be known as the Hockey Heritage Municipal Corporation (the “Municipal Corporation”), with constitutional documents consistent with the terms of this Agreement and with such other terms as may be mutually agreed
2. The effective date of section 1 of this agreement shall be upon its execution by both parties and the effective date of the remaining provisions shall be the incorporation date of the Municipal Corporation.
3. The Municipal Corporation shall be vested with the following powers:
 - (a) the power to sue and be sued, to contract and be contracted with by its corporate name, to have a common seal and to alter or change it at pleasure, to have perpetual succession, to acquire and hold personal property or movables for the purposes for which the corporation is constituted and to alienate the same at pleasure;
 - (b) the power to acquire, own, transfer, sell, lease, borrow and/or mortgage against real property;
 - (c) the power to engage employees, agent or servants to conduct the objectives of the corporation;
 - (d) the power to lease or sublease all or a portion of the Hockey Heritage Centre.
4.
 - a) Any borrowings of the Municipal Corporation shall be guaranteed by the respective Municipal Units, proportionate to their vested interest in the corporation, which is a 50% undivided jointly held interest unless otherwise determined by agreement of the Municipal Units.
 - b) Any borrowings and/or entering into debt obligations (including, but not limited to, mortgages and line of credit facilities) of the Municipal Corporation must be approved by each of the Municipal Units.
5. The Municipal Corporation shall operate on a not for profit basis.

Management Board

6. The management and administration of the Municipal Corporation shall be carried out under the jurisdiction of a Management Board, which shall consist of 8 members comprised as follows:
 - (a) 3 representatives appointed by Windsor which shall consist of:
 - a. 2 non-elected representatives
 - b. 1 elected representative of Windsor council;
 - (b) 3 representatives appointed by West Hants which shall consist of:
 - a. 2 non-elected representatives
 - b. 1 elected representative of West Hants council;
 - (c) 1 representative appointed by the Long Pond Arena Society (the “Society”);

- (d) 1 representative appointed by Kings Edgehill School (“KES”).
7. The term of office for the Management Board shall be as follows:
- Non-elected representatives will be appointed for a three year term, on a rotational basis.
 - The initial appointments for non-elected representatives shall be as follows: each Municipal Unit shall appoint one non-elected representative for a two year term and one non-elected representative for a three year term or as determined by the Municipal Corporation to ensure a staggered approach to appointments.
 - KES and the Society shall appoint their representatives for a three year term. .
 - Non-elected representatives may be reappointed for a second consecutive three year term.
 - Elected representatives shall be initially appointed for a two year term and may be reappointed for a second three year term. Successive terms for elected appointees will be for three years.
 - Representatives who have served two terms will be permitted to serve again on the Management Board after a three year absence from the Board.
8. Appointments shall be effective for the beginning of a new fiscal period for the Municipal Corporation.
9. The Chief Administrative Officers and Recreation Directors for each Municipal Unit shall attend the Board Meetings as non-voting representatives. It is also acknowledged that the Management Board may require other parties, whether employees of the Municipal Units or otherwise, to attend Board Meetings for resource purposes, as deemed necessary by the Management Board.

Board Responsibilities

10. The Management Board shall establish its meeting procedures, Officers of the Board, voting procedures, and policies, which shall at the minimum be consistent with the *Municipal Government Act* and the constitutional documents of the Municipal Corporation.
11. Until such time as the Management Board is able to establish the above-noted procedures and policies, the Mayor and Warden and Chief Administrative Officer (CAO) of both Municipal Units shall conduct the day to day business affairs of the municipal body corporate, including but not limited to, jointly signing and executing all documents of a contractual nature, as reasonably required in the interim.

Administration and Management of the Facility

12. On behalf of Windsor and West Hants, and once the components, schematic design, and budget for the construction of the Hockey Heritage Centre and the Property have been approved by the Municipal Units in accordance with section 25 of this Agreement, the Management Board shall manage the construction, design and implementation phase of

the Hockey Heritage Centre to be located at a portion of the present PID: 45242096 and Assessment Account: 10128668 (“the Property”).

13. The Management Board shall engage the services of a professional Project Manager to oversee the construction of the Hockey Heritage Centre on behalf of the Municipal Corporation.
14. On behalf of Windsor and West Hants, the Management Board shall have the exclusive right to manage the Hockey Heritage Centre and Property each year in the manner it deems best, provided it operates within the annual budget and the management plan as set out below. The Municipal Units, acting jointly may overrule the Management Board only with respect to bookings for the Hockey Heritage Centre which may offend the prevailing moral standards of the Community at the time.
15. Without limited the generality of the foregoing, and subject to the express terms of this Agreement, the administration and management by the Management Board shall include exclusive authority to make decision on all matters respecting implementation of the management plan, repair, facility upgrades, maintenance, use and activities.

Employer

16. The Municipal Corporation shall be considered the employer for the purpose of the administration and management of the Property and the Hockey Heritage Centre.
17. The Board, in conjunction with the Facility Manager, shall establish a Personnel Policy which shall establish the obligations and rights of both the employer and the employee and shall be consistent with the *Labour Standards Code* of Nova Scotia at a minimum.

Development and Recommendation of Budgets

18. The Management Board shall develop an Operating Budget and a Capital Budget and a Management Plan for the same fiscal year. After the first 5 years of operation, the annual Capital Budget shall be accompanied by a revolving three year Capital Expenditure Plan projecting future capital expenditures. The Management Plan shall identify the targeted outcomes and service adjustments.
19. Both the Operating and Capital Budgets and the associated Management Plan and, where applicable, the three year Capital Expenditure Plan shall be recommended to the two Municipal units for approval. Both Municipal Units shall be required to approve the Operating and Capital Budgets in order for the Operating and Capital Budget to take effect. The decision to approve the operating and Capital Budgets by both units shall be binding on both parties.
20. Until such time as the annual Operating Budget and the Management Plant are approved by both the Windsor and West Hants, it is agreed that the Operating Budget for the Management Board, and each party’s financial contribution thereto, will be limited to the previous year’s annual budget adjusted for any annual increases in the Nova Scotia Consumer Price Index and January 1 of each year, as published by Statistics Canada. During the 5 year period when federal funding is contingent on municipal ownership of the Property and Facility, the above provisions shall continue to be applicable until and unless an Operating Budget is approved by both Municipal Units.

21. Until such time as the annual Capital Budget is approved by both the Windsor and West Hants, there will be no Capital Budget from which to use funds for capital items. Pre-approval by both Municipal Units of capital items prior to budget approval will be required. During the 5 year period when federal funding is contingent on municipal ownership of the Property and Facility, and notwithstanding the preceding sentences of this section, each Municipal Unit shall be bound to approve capital items which are reasonably required to keep the facility operational. Thereafter, in the event of failure of both Municipal Units to approve an annual Capital Budget, each Municipal Unit shall be obligated to fund capital expenditures which have been included in a three year Capital Expenditure Plan which they have approved.
22. In the event that the Management Board finds that the Board will exceed or will likely exceed its approved budget as noted above, an additional budget appropriation must be submitted to the two Municipal Units for approval. For clarity, the Management Board shall not exceed either its Operating or Capital Budget without the express approval of the two Municipal Units.
23. The Management Board shall present the Municipal Units with an Operating Budget and Management Plan prior to February 28th, and a Capital Budget and, where applicable, a three year Capital Expenditure Plan prior to January 1st in the fiscal year preceding the fiscal year for which the Operating and Capital Budgets are proposed. A fiscal year shall commence on April 1 and end on March 31 of the following calendar year.
24. The Management Board shall provide quarterly written reports to the Municipal Units and to the Society and KES detailing the operational and capital position of the Arena facility.

Components, Design and Construction

25. Notwithstanding the above, the Management Board may make recommendations regarding the components, schematic design, and budget for the construction of the Facility Hockey Heritage Centre and the Property, but such recommendations must be expressly approved by the two Municipal Units.

Policies and Procedures

26. The Management Board shall, from time to time, make such policies and rules of procedure for its efficient operation and management as it shall determine and shall provide copies of all such policies and rules to the Municipal Units once adopted by the Management Board.

Best Efforts for Economic Self-Sufficiency

27. The Management Board shall make best efforts to consider the interest of the citizens of both Municipal Units, as well as making best efforts to direct the Municipal Corporation toward economic self-sufficiency having regard to the role of the Hockey Heritage Centre as both a recreational facility and a means to support increased economic activity in the Windsor and West Hants region.

Insurance

28. The Municipal Corporation shall all times during the term of this Lease, and at its own cost, maintain insurance on the Property and the Hockey Heritage Centre, including all

equipment used in connection therewith, and shall ensure that Windsor and West Hants and its employees are identified as named insureds under all policies of insurance.

29. The policies of insurance for the Property and the Hockey Heritage Centre shall include:
- (A) all risks property insurance for the full replacement value of the Hockey Heritage Centre;
 - (B) liability insurance with a minimum coverage of two million dollars per occurrence;
 - (C) a business interruption endorsement;
 - (D) a contractual liability endorsement;
 - (E) all risks property insurance for the Municipal Corporation's fixtures and equipment;
30. All proceeds of insurance received by the Municipal Corporation as compensation for the total or partial destruction of the Facility shall be used solely for the repair or rebuilding of the Hockey Heritage Centre and said proceeds shall be held by the Society in trust for the Municipal Units and disbursed only upon their written consent.

Termination

31. Neither Municipal Unit shall terminate this agreement during the initial 5 year period when federal funding is contingent on municipal ownership of the Property and Facility. The Municipal Units acknowledge and agree that, should either unit terminate this agreement thereafter, that the departing unit or units must assume, among other items, its share of existing liabilities and operating deficits ;
32. The Municipal Units further acknowledge and agree that, should either or both units terminate this agreement, that the departing unit or units will also be liable to repay all federal, provincial, and municipal capital contributions which become repayable as a direct consequence of their departure and shall forfeit all future such contributions;
33. The Municipal Units further acknowledge and agree that should either (but not both) units terminate this agreement, that the departing unit will not receive any assets upon termination;
34. The Municipal Units further acknowledge and agree that should either (but not both) units wish to terminate this agreement, that the departing unit may be liable for future contributions towards the Facility pursuant to sections 20 and 21 consistent with any agreed to operational or capital funding commitments which exist at the time that notice of termination is given. The status of any such funding commitments or other dispute regarding amounts owed arising from termination shall be ultimately determined by agreement of the Municipal Units, failing which it shall be determined by a competent mediator or arbitrator appointed by the Municipal Units. Should the units not be able to agree upon a competent mediator and/or arbitrator, then the provisions of Article 38 below (regarding the Commercial Arbitration Act of Nova Scotia) shall apply;

35. The Municipal Units further acknowledge and agree that should either unit wish to terminate this agreement, a minimum of two years notice, delivered to the clerk of the other unit in writing, is required;
36. Notwithstanding any provisions contained herein to the contrary, the departing unit or units shall execute all subsequent instruments, deeds, documents of transfer of title, or any other document or legal thing necessary to effect the intended termination and/or dissolution of this agreement.
37. Any dispute or difference amongst the parties hereto in respect of the interpretation of this agreement shall be resolved and determined by arbitration in accordance with the provisions of the Commercial Arbitration Act of Nova Scotia.
38. This agreement may be amended from time to time by written agreement of all the parties.

This agreement shall be read with all changes of number and gender required by the context.

IN WITNESS WHEREOF the parties hereto have executed These Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

**MUNICIPALITY OF THE DISTRICT OF
WEST HANTS**

Per:

Witness

Name

Per:

Witness

Name

TOWN OF WINDSOR

Per:

Witness

Per:

Witness



THE MUNICIPALITY OF THE DISTRICT OF WEST HANTS
RECOMMENDATION REPORT

To: Warden Zebian and Members West Hants Council

Submitted by: _____
Jennifer Daniels, Chair MCCAP Committee

Date: April 11, 2017

Subject: Municipal Climate Change Action Plan (MCCAP) Budget

Origin:
The West Hants MCCAP Committee March 15, 2017 meeting.

Legislative Authority:
The MCCAP was adopted by Council in December 2013, and is an amendment to the Integrated Community Sustainability Plan adopted by Council in 2010. The "Mandate" of the MCCAP Committee states that, *"The MCCAP Committee provides a forum for all municipal departments and Council representatives to work co-operatively ... in helping protect people, properties, special places, and municipal infrastructure from the negative impact of climate change."*

Recommendation:
The MCCAP Committee recommends that:
The remaining 2016-2017 Municipal Climate Change Action Plan Committee funds, as of March 31, 2017, be carried over to the 2017-2018 budget.

Background and Discussion:
When the MCCAP was adopted by Council in December of 2013, it was decided to continue with the working group, made up of senior staff and members of Council, who had overseen the creation of the MCCAP. This new committee would coordinate municipal efforts to

implement the action items identified in the MCCAP. Funding of \$20,000 was allocated to committee work. Since then, a portion of those monies have been used to bring in the original consultant who wrote the MCCAP, Ms. Anne Warburton, for a number of smaller tasks. For example, Ms. Warburton provided orientation to new committee members on the background of the MCCAP, and also assisted Public Works staff to move the Falmouth Storm Water Management Plan forward. A member of planning staff attended the international forum on Climate Change held in Halifax, and those costs were covered under the MCCAP funds. There is approximately \$15,000 of the original funds remaining.

The MCCAP committee is preparing a budget to be submitted to Committee of the Whole that would provide more detail on how the remaining funds might be expended. It should also be noted that any expenditures will have to be approved by the CAO, and must follow all requirements of the West Hants Procurement and Tendering policy.

Other MCCAP Information

The committee reviewed a number of projects that have not moved forward due to a shortage of staff resources, such as the Avondale Landing demonstration project. This would be a multi-partner endeavor that would assess how climate change is impacting the Avondale Landing area, and what adaptations can be done to reduce long term costs of dealing with ongoing flooding issues. To deal with the staff resource issue, the MCCAP committee is investigating the creation of a term Sustainability Coordinator position that would help in accessing federal and provincial funds that are being made available through national infrastructure programs.

Financial Implications:

No new monies are being sought for the work of the committee at this time. However, as new projects are identified, additional financing may be sought through the regular budgetary process for their implementation.

Report Prepared by: _____
Jeanne Bourque, Planner

Report Approved by: _____
Madelyn LeMay, Director of Planning



**Municipal Affairs
Office of the Minister**



MAR 28 2017

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

MAR 23 2017

Deputy Mayor Laurie Murley
President of Union of
Nova Scotia Municipalities
Suite 1304, 1809 Barrington Street
Halifax, NS B3J 3K8

Dear President Murley:

Re: 12 Month Notice Under the *Municipal Government Act*

Under the provisions of the *Municipal Government Act*, the Minister of Municipal Affairs must provide to the Union of Nova Scotia Municipalities 12 months notice of any provincial legislation, regulation or administrative actions that could have the effect of decreasing revenues or increasing the required expenditures of municipalities.

This letter is intended to provide notice of such changes for fiscal year 2018-19 and beyond. The Department of Municipal Affairs (DMA) canvassed provincial departments to seek information on plans for legislative, regulatory and policy changes in the coming fiscal year. The following is a summary of the results of that survey.

Department of Justice

- **Biological Casework Analysis Agreement**

The Biological Casework Analysis Agreement provides Nova Scotia's municipalities with DNA analysis arising from criminal investigations. DNA analysis is an important and affordable service that helps solve crimes. The expected cost to Nova Scotia in 2017-18 and 2018-19 is \$724,334.26 compared to \$988,849.89 in 2016-17. This temporary reduction in cost is due to lower-than-anticipated expenses resulting from the consolidation of the lab. It is expected that the cost of the service post 2018-19 will return to the 2016-17 level as consolidation is now complete.

The proration of the cost to municipalities will be reassessed annually upon DMA's release of the "Total Uniform Assessment" for the current fiscal year.

- **Legalization of Cannabis**

There is a possibility that the federally directed legalization of cannabis could have implications for municipalities in 2018-19 and beyond in areas such as municipal policy and policing/by-law enforcement. Until there is clarity around the federal, and subsequent provincial legislative and regulatory frameworks, no specific implications can be identified.

DMA is on the inter-departmental working group on cannabis legalization and will be leading municipal engagement as the issue unfolds.

Nova Scotia Environment (NSE)

- **Cap and Trade Program for Greenhouse Gas Emissions**

NSE is leading the development of a cap and trade system for provincial Green House Gas emissions. While it does not anticipate direct municipal impacts, municipalities may be interested in understanding the broader impacts of cap and trade. NSE will work with DMA to provide opportunities to further engage municipalities on this matter.

- **Drinking Water Requirements**

Manganese is currently an aesthetic parameter in drinking water, which means treatment is not mandatory. Health Canada consulted on, and subsequently approved, making manganese a health-related parameter for drinking water. The federal guideline will be published later this year. Once this happens, it will become a provincially regulated limit for drinking water.

Municipalities are already required to sample for manganese; however, when it becomes a health-related parameter they will be required to treat for it, if they do not meet the newly established limit. Once the limit is in place NSE will expect municipalities to complete an evaluation to see if they meet the new limit and if they do not, to develop a plan to meet it. Based on 2015 data it is expected that this change will affect three of the 83 water treatment facilities. There will be a compliance period during which municipalities, in consultation with NSE, will be able to plan for required upgrades.

Department of Municipal Affairs

- **Uniform Assessment**

Uniform Assessment (UA) measures a municipality's tax base, including the total taxable property assessment plus the capitalized value of grants a municipality receives from special property tax arrangements. UA is used to calculate municipal education contributions, municipal contributions to corrections, and the Municipal Equalization Grant.

The UA calculation is currently being reviewed to consider the following:

- Inclusion of the Conservation Property Grant: This grant is provided by the Province to municipalities in lieu of taxes for qualifying “conservation properties” as outlined in the *Conservation Property Tax Exemption Act*. Currently there are 22 municipalities that receive this grant in lieu.
- Removal of Water Utilities: The current UA calculation provides a credit for water utilities under the assumption that municipalities do not tax their water utility; however, in a few cases it has been noted that the municipalities do in fact tax their water utilities.

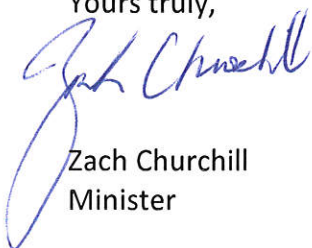
Municipal contributions to education are determined by applying a tax rate, set by the Department of Education, to the UA. If the UA calculation is updated accordingly, total municipal contributions to education would increase.

- **Joint Municipal Accountability and Transparency Committee (JMAT)**

The Joint Municipal Accountability and Transparency Committee was established to ensure mechanisms are in place to support the requirement of transparency and accountability to the public concerning municipal expenses. The committee is in the process of finalizing recommendations, with anticipated changes to the MGA in phases. Phase one will be this spring with anticipated amendments, including posting municipal expenses online, having no material financial impact on municipalities. Other recommendations are subject to further consultation, and may be brought forward and have impacts in the 2018/19 year.

As you know, all government departments continue to review programs that could affect municipalities, particularly those that would decrease revenues or increase the required expenditures of municipalities. As potential impacts are identified, notice will be provided to municipalities. Please let Kelliann Dean, Deputy Minister, Department of Municipal Affairs, know if you have any concerns or questions regarding the information contained in this 12 month notice.

Yours truly,



Zach Churchill
Minister

- c Honourable Diana Whalen, Minister of Justice
 Honourable Margaret Miller, Minister of Nova Scotia Environment
 Kelliann Dean, Deputy Minister of Municipal Affairs



Communiqué

Dear Cathie Osborne,

Recently you received a voluntary invoice in regards to FCM's Legal Defense Fund. However, it's come to our attention that some offices did not receive the background information on the Fund that accompanied the invoice and was addressed to your council.

In 1997, FCM established a Legal Defense Fund to cover the legal costs of defending municipal jurisdiction over rights-of-way management. Since then, the scope of the Fund has evolved and is now an essential tool in advancing the national legal interests of municipalities in a broad range of cases that have implications for the municipal sector.

After years of activity, the Fund has been fully depleted. To ensure that FCM is able to continue defending the national legal interests of the municipal sector, we have established a long-term strategy to recapitalize the Fund on an annual basis — beginning with an immediate call for voluntary member contributions. This is why you received an invoice.

While voluntary, we strongly encourage members to contribute. For more information on the Fund, how it's used and how it benefits your municipality, please visit our [website](#). If you still have questions, please email info@fcm.ca.

Thank you in advance for your immediate and ongoing support of FCM's Legal Defense Fund.

Debbie Miller
Manager, Corporate Communications and Membership

Find us: f in t o



This is a publication of the Federation of Canadian Municipalities ©2016.
24 Clarence Street, Ottawa, Ontario K1N 5P3 | T. 613-241-5221 | F. 613-241-7440

This newsletter was sent to [info@fcm.ca](#).
To opt-out, follow this link: [Unsubscribe](#) | [Privacy Policy](#)
[Change your language](#) | [View email in your browser](#)

March 31, 2017

Warden Abraham Zebian
Municipality of the District of West Hants
PO Box 3000
Windsor, NS
B0N 2T0

Re: National campaign in favor of plain and standardized packaging for tobacco products

Dear Warden Zebian;

Over the past decades, much progress has been made to reduce smoking across Canada, and by extension the massive suffering and hardship caused by tobacco industry products. While the public is better protected from secondhand smoke and conventional advertising, manufacturers continue to recruit new smokers and fight regulations.

Fortunately, the federal government plans to strengthen the regulatory framework for tobacco products [by introducing plain and standardized packaging](#). This measure, first implemented in Australia in 2012, prevents the industry from using the pack as promotional vehicles. With plain packs, manufacturers can't associate their brands to positive lifestyles imagery, nor use packaging innovations to reduce the effectiveness of health warnings, like lipstick-size packs for ultra-slim cigarettes.

Like [health experts](#) and advocates around the globe, we too are convinced that tobacco packaging should reflect what's inside the pack, namely a product that kills half its users — more 37 000 Canadians a year. In other words, cigarette packs should be devoid of any promotional elements (slogans, misleading descriptors, brand images, etc.) or gimmicks (ex: an outer shell that contains the warning which can be discarded).

To this end, the Smoke-Free Nova Scotia has joined with [health groups from across the country](#) to make sure the federal government not only fulfills its commitment to introducing plain and standardized packaging — as Australia, France and the UK have done, and as the [World Health Organization recommends](#) — but that it puts forward regulations that maximize the benefits for public health.

Predictably, the industry is pulling out all the stops to block, delay or weaken the measure. Manufacturers and their allies have plastered the country with [full page ads in many major newspapers](#), as well as [radio](#) and web-based [advertisements](#) and [videos](#), in addition to [internet-based mobilization](#) set up by industry [front groups](#). All the core claims used to discredit plain

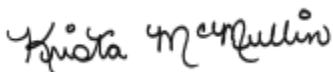
packaging [have been thoroughly debunked](#), including by former Australian Health minister Nicola Roxon who, as the minister responsible for the Australian law, [recently came to Canada to set the record straight](#).

Therefore, alongside provincial health coalitions across Canada, we are reaching out to municipalities that are concerned by the tens of thousands of lives cut short by the tobacco epidemic in order to show the government that, contrary to opposition [engineered by the tobacco industry](#), there is a large societal consensus in favor of standardized packaging for tobacco products. Already, more than 300 groups and municipalities, including Hamilton, St-Albert and [Montreal](#), have already expressed their support (see attached list).

Please join this broad-based health campaign by adopting the attached resolution and sending it back Heart and Stroke Foundation (who along with the Canadian Cancer Society) is organizing this campaign. Please send to Harsha KasiVishwnnathan at kasi@hsf.ca. In doing so, you are simply allowing us to include the name of your municipality in the list of supporters (you may also receive an occasional update or a call to action, which you can respond to at your discretion).

Thanks to the support of municipalities like yours, we will be better equipped to show the government that there is support for plain tobacco packaging in every province, including Nova Scotia, and to convince our elected officials to prioritize public health over industry profits.

Sincerely,

A handwritten signature in black ink that reads "Krista McMullin".

Krista McMullin, President
Smoke-Free Nova Scotia

Enc.

NATIONAL CAMPAIGN IN FAVOUR OF PLAIN AND STANDARDIZED PACKAGING FOR TOBACCO PRODUCTS

An initiative of the Canadian Coalition for Action on Tobacco
in collaboration with provincial tobacco control coalitions



- Whereas** tobacco is the number one cause of preventable disease and death in Canada, killing 37,000 people every year;
- whereas** the tobacco industry uses any means at its disposal to make its deadly products more attractive;
- whereas** packaging has become the most important promotional vehicle for the tobacco industry;
- whereas** Australia, France and the United Kingdom have all passed laws requiring plain and standardized packaging for tobacco products, and many others have announced their intention to follow suit,

(name of organization)

**supports regulations for plain and standardized packaging in Canada,
as outlined as follows:**

Plain and standardized packaging would prohibit all promotional features on all tobacco packaging, including the use of colours, images, logos, slogans, distinctive fonts, and finishes. Only the brand name would be allowed and it will also be subject to restrictions. Health warnings would remain on packages. The size and shape of the package would be standardized, thus prohibiting specialty package formats, such as slim and superslim cigarette packages that reduce warning size and overtly target women. The appearance of cigarettes would also be standardized, at a minimum prohibiting the use of branding, logos, colours and special finishes, and establishing standards for cigarette length and diameter.

Name of ORGANIZATION:	
Name of organization REPRESENTATIVE:	
TITLE:	
DATE:	
NAME for organization contact:	
EMAIL for organization contact:	

** By completing this form, an organization allows its name to be included in the list of groups supporting plain and standardized packaging (and may receive occasional updates).*