

Council Meeting

December 13, 2022

Time: 6:30pm

AGENDA

1. **Call to Order**
2. **Approval of Previous Minutes**
3. **Approval of the Agenda**
4. **Presentation:**
 - a. Matt Delorme, Executive Director, AIM Network – Asset Management Plan
5. **First Reading:**
 - a. Foster and Bentley – Development Agreement
 - b. Apple Valley Foods – Development Agreement
6. **Second Reading**
 - a. Liberty Lodge – Rezoning 124 Orchard Street
7. **New Business:**
 - a. RFD: Boundary Review Report
 - b. Memo: Holiday Policy Review
8. **Mayor's Report**
9. **In Camera Session – Contractual**

Adjournment

Council Meeting - Minutes of the Meeting

November 8, 2022 6:30pm

Attendance

In attendance

Don Clarke, Mayor

Chair

Mike Trinacty, Deputy Mayor

Councillor Ty Walsh

Councillor Chris Goddard

Councillor Adam Lutz

Councillor Derrick Jamieson

Jen Boyd, CAO

Lisa Buchan, Director of Finance

Chantal Franey, Executive Coordinator

Darren Shrupe, Brighter Community

Absent with
regrets:

Councillor Rod Reeves

1. Call to Order

The Council Meeting was called to order at 6:31pm.

2. Approval of Previous Minutes

The previous Council Minutes of October 11 and October 25 were approved as circulated.

3. Approval of Agenda

The Agenda was approved as circulated.

4. First Reading: Liberty Lodge Rezoning

Ms. Fuller confirmed with Ms. Seyforth that the use of the property which is being considered for rezoning will be two single apartments, not a small option home.

IT WAS MOVED and seconded

THAT

Council pass first reading for the proposed rezoning of 124 Orchard Street from R1 to R2.

MOTION CARRIED

5. New Business

a. MPS Review Scope of Work

Much discussion ensued with regard to further public engagement being undertaken for the MPS Review at a new cost of \$59,306.65 (including HST). Even though Council feels public engagement is very important through this process, it is hoped with the significant increased cost that it proves to be a beneficial and substantial addition to the public engagement piece.

Mr. Shrupe noted that the Town's current ICSP will be reviewed as part of the document review.

Director Buchan noted the total cost will be spread over the next two fiscal years. The project will be funded by Operating Reserves.

IT WAS MOVED and seconded

THAT

Council approve initiating an MPS and Bylaw approval process as outlined in Brighter Community's report dated November 3, 2022 and be funded using operating reserves.

MOTION CARRIED (5 for and 2 against)

b. RFD – Valley REN IMSA

CAO Boyd reviewed the RFD and Agreement with Council highlighting the positive key elements.

Discussions ensued regarding funding and the base amount of \$7,500. CAO Boyd noted that the funding formula will be discussed with the IMSA Working Group early in the new year.

Council stressed that they want to see smaller communities given more opportunities.

IT WAS MOVED and seconded

THAT

Council remain a member of the Valley REN with intentions to approve the proposed Valley REN IMSA once the funding formula and allocations are finalized.

MOTION CARRIED

c.NSFM Conference Update by Attendees

Mayor Clarke and attending Council members offered an overview of the NSFM Conference they attended the week prior.

6.Election of Deputy Mayor

Mayor Clarke asked if there were any nominations for the Deputy Mayor appointment for November 2022-November 2023.

Councillor Walsh nominated Councillor Mike Trinacty for a second term.

After calling for a second and third time for any further nominations, Deputy Mayor Trinacty was proclaimed Deputy Mayor for the next year term.

7.Mayor's Update

Mayor Clarke highlighted the following dates for Council:

November 15 – Police Advisory Mtg

*November 16 – Construction and Demolition Meeting
And Valley REN Meeting*

November 21 – Tour of Solar Garden

November 22 – COTW

November 24 – Community Development Meeting (tentative)

November 24 – Christmas Open House

Staff is to schedule a date for an Accessibility Committee meeting in December.

6. In Camera Session (Personnel)

Director Buchan and Ms. Franey left at this time. The regular Council meeting entered into an In-Camera Session at 8:53pm. CAO Boyd left the In Camera Session at 9:28pm.

Council returned to regular Council at 9:33pm with the following motion:

IT WAS MOVED and seconded

THAT

CAO Boyd's probationary period be completed at the 6 month period. Council will provide requested feedback within the next 30 days.

MOTION CARRIED

7. Adjournment – Council adjourned at 9:35pm.

Draft

Town of Berwick
Report to Municipal Council
Agenda Item

Subject: Planning Advisory Committee Recommendation for First Reading regarding entering into a Development Agreement with **John M. Foster** at 131 Foster Street, Berwick, NS

From: Rod Reeves, Chair PAC

Date: December 8, 2022

The following recommendations for First Reading to Council are being forwarded from the Planning Advisory Committee for further discussion and action:

THAT

That PAC forward the attached development agreement between the Town of Berwick and John Malcolm Foster to Council for First Reading with a positive recommendation and forwarded to a public hearing.

Council Motion

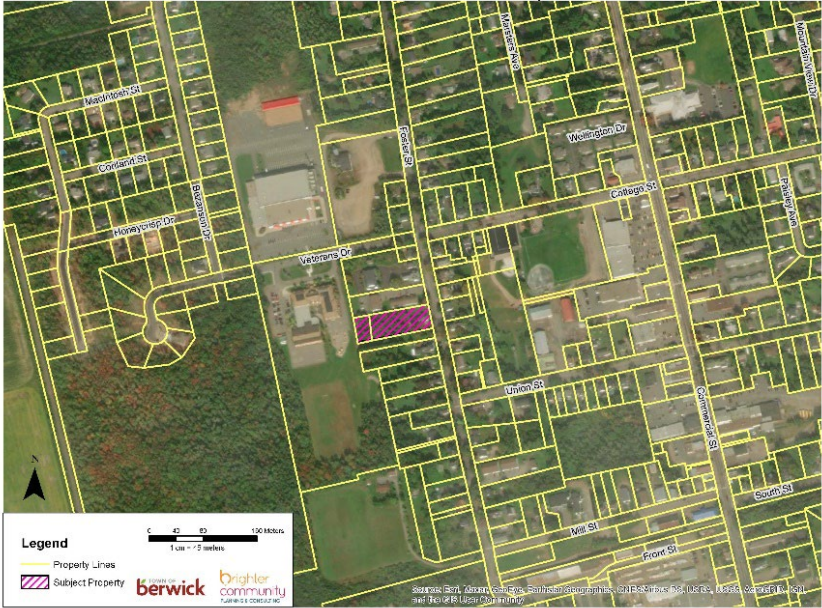
THAT

Town Council approve First Reading of the development agreement between the Town of Berwick and John Malcolm Foster and forwarded to a public hearing.

Report to PAC – Development Agreement Application for 131 Foster Street (PID 55237044 & PID 55535173)	
Prepared by:	Chrystal Fuller, MCIP, LPP of Brighter Community Planning
Subject:	Development Agreement Application for 131 Foster Street (PID 55237044 & PID 55535173)
Date:	December 6 th , 2022
Purpose:	For Council to consider entering into a Development Agreement to permit the development of 12 units at 131 Foster Street.
Recommendation	That PAC forward the attached development agreement to Council for First Reading with a positive recommendation.

Part 1: Background

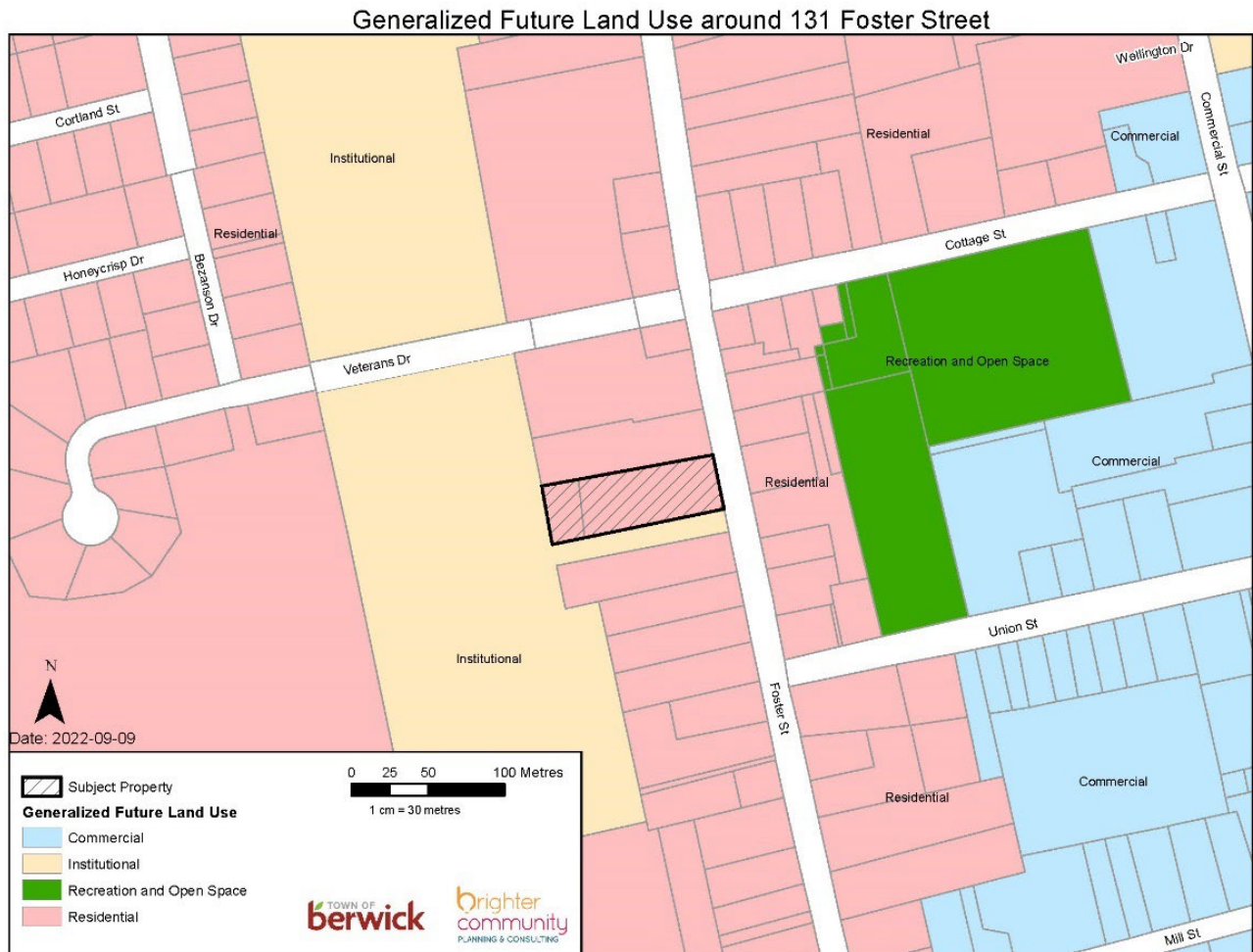
1.1: Introduction

Property Owner(s)	John Foster
Applicant	Nick Bentley
Civic Address	131 Foster Street
Designation	Residential
Zone	R-1
Subject Property	<p style="text-align: center;">131 Foster Street Context Map</p> 
Subject Property Area	PID 55237044 – 36,000 Square Feet PID 55535173 – 9,000 Square Feet Combined total of 45,000 Square Feet (approximately 1 acre)
Existing Land Use	Residential
Adjacent Land Use	A low-density residential area with apartment buildings to the north and the Berwick and District School to the west.

1.2: Location

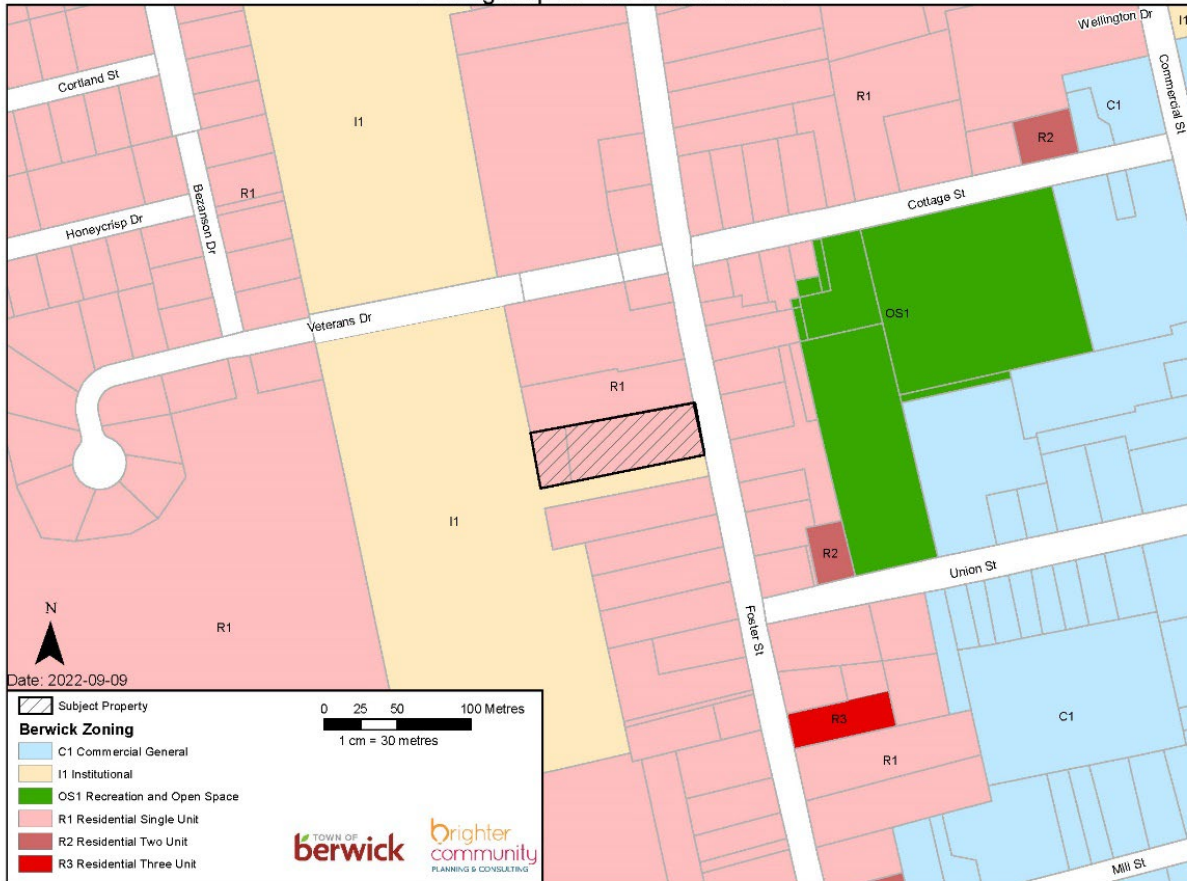
The Subject Property is located on Foster Street between Union Street and Veterans Drive, adjacent to the Berwick and District School. Although primarily in a low-density residential area, there is a variety of land uses including institutional, residential, recreational, and walking distance to commercial. There is currently a single unit dwelling at the front of the property, which will be demolished if the proposed development proceeds.

The property is designated Residential and zoned R-1.



Service Layer Credits: Town of Berwick, GeoNova.

Zoning Map for 131 Foster Street



1.3: Background

The owner of the property is John Foster, but the Development Agreement (DA) has been submitted under the applicant Nick Bentley. The Town of Berwick received the Development Agreement application on July 6th, 2022.

The proposed development will require the consolidation of the two lots into one.

1.4: The Proposal

The applicant originally applied for 16 units within eight buildings but amended the application to respond to the feedback from neighbours and staff. The amended application is now seeking a Development Agreement to permit 12 dwelling units on the site. The proposed site plan includes six individual buildings surrounding a professionally landscaped outdoor area featuring a community garden, pergola, fire pit, and walking paths. The developer intends to preserve the low-density nature of the neighbourhood while creating a private greenspace to be shared among residents. There will be one landscaped entryway that will lead to the entire development's parking lot containing a total of 24 surface parking spaces. The proposed buildings are two-storeys in height each containing two dwelling units. Depending on the geotechnical conditions, the ground unit may contain a basement allowing for extra storage or a bedroom.

The revised application also reduces the number of driveways into the proposed development to one and includes a fire access lane. The fire access lane was requested by the Fire Chief to allow easier access to fight fires if one occurs in the properties closest to the school.

The main feature of this development is the central garden commons, which results in over 58% of the lot containing a surface that allows water to permeate (or soak into) the ground. This helps manage stormwater impacts to the local area and to provide amenity space to future residents.

Part 2: Policy Analysis

When considering Development Agreement applications, the policies of the Municipal Planning Strategy (MPS) guide decision making. The property is designated Residential on the Future Land Use Map. Within this designation, Policy R8 allows for the development of multiunit buildings. Policy R8 also helps guide the development of new multiple unit dwellings or grouped dwellings on a single lot only by Development Agreement subject to the general enabling policies of Policy IM7. Policy R9 establishes the specific compatibility criteria for evaluating proposals. The chart in Appendix A addresses each policy separately.

The proposal includes six new two-unit dwellings (duplex) in a cluster around a landscaped garden and a vegetative buffer around the property. The parking lot will be at the front of the Foster Street property. This will result in minimal visibility of the dwellings from the street. Each proposed dwelling unit will be approximately 1,000 sqft., resulting in approximately 2,000 sqft building.



Picture 1 - View of Foster Street looking North

On the adjacent property to the north of the subject property (PID 55243380) is an 18-unit residential development within two buildings. To the south is a large two-story dwelling. The development along the east side of Foster Street is a mix between single story and two-storey single unit dwellings.

The main policies for consideration by Council are related to ensuring compatibility of uses. Compatibility does not mean mimicry of a building, but rather considers if the development integrates well with the existing built form in the area. To assess compatibility, the policies of R9 speak to issues such as landscaping, building heights, roof line, window places and other similar issues.

Section 2.3 of the MPS provides direction regarding residential development. The MPS states that Berwick will promote new residential development that provides a variety of housing options, affordability, be respectful of the character of existing neighbourhoods, and to accommodate growth.

2.1: Consistency with existing development



Picture 2 - View of Foster Street Looking South

The height, form and massing are generally consistent with the adjacent 18-unit development to the north and the surrounding single and two-storey dwellings. To the west is the Berwick and District School, which is a two-storey building with a peaked roof. To the north, across Veteran's Drive is a commercial trucking operation with a large parking area; however, this land is zoned residential indicating that Council anticipates and is encouraging further residential development in this area of Berwick.

As the proposed development will be minimally visible from the street given the large setback of the buildings from the street, the exterior design of the buildings does not present any concerns with the consistency of the neighbourhood. The back of the proposed site abuts the side lot of the school, with the nearest building 6 meters from the rear lot line.

The rear lot line is proposed to contain a vegetative buffer. The buffer will run along the rear and side lot lines with the buildings set back 4 meters from the side yard on one side and a 7 meter from the side yard on the other.

The vegetative buffer will wrap around the parking lot and have a landscaped single lane entryway that will result in softening the impact of the parking lot, reduce the visibility of the proposed dwellings, and improve the pedestrian environment and the visual interest of the property.

2.2: Parking

The Land Use Bylaw (LUB) requires a minimum of 1.5 parking spaces per unit. The proposed development will have one parking area with 24 parking stalls resulting in a parking ratio of two per unit, which exceeds the requirements of the LUB.



Picture 3 - Buildings on adjacent property to the north

2.3: Other

The proposal has been reviewed against the general policies of the MPS. The proposal will provide much needed housing in town and the town infrastructure is capable of supporting the development.

2.4: Implementation Policies (IM7)

The implementation policies were reviewed and no issues arose. The property will be serviced by municipal sewer and will require an onsite well.

2.5: Public Information Meeting Summary

A Public Information Meeting (PIM) was held on September 28th, 2022, to get feedback on this application. The purpose of a PIM is to identify public issues of concern so that these concerns, if possible, can be addressed through the approval process or within the DA itself.

Approximately 18 people attended the PIM. Overall, there were four major concerns that were identified (Traffic, Flooding, Water withdrawal, and Density) and brought to the developer's attention. The following chart provides a summary of the concerns, the staff or developer comments, and if (or how) the draft DA will respond to the issue.

Concern raised by the public	Staff or Developer Comments	Addressed within the DA
The development will cause additional flooding.	All new developments need to manage their own stormwater. The proposed development might not make neighbouring flooding better, but it will not make it worse.	The draft DA will require adherence to the stormwater plans submitted at time of Development Permit (DP) application.
Traffic Impacts – concerns about road safety and capacity. Speed bumps should be implemented to reduce the speed, the roads should be widened for the buses, and a three-way stop should be inserted at the intersection of Foster Street and Union Street.	Traffic Authority did not request a traffic impact statement.	Off-site traffic upgrades are not requested.
Ground water impacts. How will this development impact the ground water supply of Berwick, and wells of the neighbours?	Last assessment of the groundwater was in 2004, which indicated that Berwick has high quality/quantity groundwater supply. No hydrological study was completed for this development. The Town may decide to update the 2004 study that would encompass all of Berwick.	The DA requires water withdrawal permits, if required under legislation, to be provided before a DP can be issued.
Too high of a density on a small lot of land in a single unit residential neighbourhood.	The increased density helps with the current housing shortage and minimizes the ecological footprint. The revised application limits the number of units to 12.	The DA reduces the number of units from 16 to 12 and requires buffering between development and adjacent uses.

Part 3: Draft Development Agreement

The draft DA is attached and has provisions regarding the use and references the site plan. Key components of the DA:

- Requires a detailed landscaping plan at time of DP application
- Limits number of units to 12 within six buildings
- Permits a maximum of one driveway
- Water withdrawal permit, if required, is needed before a development permit can be provided.
- Buffering requirements
- Phasing is permitted but gardens must be built before last occupancy permit is issued.

Part 4: Recommendation

The subject lands are in a primarily low-residential area with the two properties to the north containing apartment buildings. The adjacent property to the north contains 18 units, and another nearby property (PID 55243372) is approved for 20 units. From a municipal perspective, maximizing the use of existing infrastructure such as streets and underground pipes is a positive. New development that does not entail the municipality assuming new streets and services is fiscally and environmentally beneficial.

After a review of the applicable policies, the specifics of the site, the receipt of internal departmental comments and the information received from the applicant, planning staff are recommending the following motion for PAC's consideration:

That PAC forward the attached development agreement to Council for First Reading with a positive recommendation.

Schedule A- Policy Summary

Policy R8. It shall be the intention of Council to consider the development of new multiple unit residential dwellings containing four (4) or more units or grouped dwellings on a single lot only by Development Agreement subject to the criteria contained in Policy IM7.	
Policy R9. It shall be the intention of Council to zone all existing residential structures containing four (4) or units and/or existing grouped dwellings located on a single lot as Residential Single Unit (R1). Expansion or redevelopment of existing residential structures containing four (4) or more units and group dwellings on a single lot shall be considered only by Development Agreement. In addition to the criteria contained in Policy IM7, Council shall give consideration to the following when reviewing applications for the development of multiple unit dwellings:	
(a) That the proposed structure is generally compatible with existing dwellings on adjacent properties;	Proposal compatible with adjacent properties and neighbourhood.
(b) That the design of the proposed structure and site reflects and is consistent with adjacent existing dwellings with respect to:	
(1) Building Mass;	Building Mass consists of six two-storey dwellings that follows the surrounding buildings gross floor area and structure type.
(2) Relationship to and setback from the street line	As the proposed development consists of group dwellings with minimal visibility from the street, the relationship to the street line is not a key component.
(3) Roof line heights and orientations;	As the proposed development is bordered by a vegetative buffer with minimal visibility from the street, the orientation and roof line height is compatible.
(4) Building Height:	The proposed development consists of two-storey buildings keeping the building height compatible with the neighbourhood dwellings.
(5) Placement and Proportions of window and door openings along the primary façade;	As the proposed development is bordered by a vegetative buffer and will have minimal visibility from the street, the primary façade details are limited on the street.
(6) Location of on-site parking	The parking lot will be located at the front of the property with one entryway.
(7) Landscaping and landscape treatment	Large amount of landscaping in the center of the garden cluster and the vegetative buffer around the property.
In considering amendments to the Land Use By-law and/or the entering into a Development Agreement, in	

addition to the criteria set out in various policies of this Strategy, Council shall consider:	
(a) That the proposal is in conformance with the intents of this Strategy and with the requirements of all other Town By-laws and regulations:	Proposal is generally consistent with the Municipal Planning Strategy.
(b) That the proposal is not premature or inappropriate by reasons of:	
(1) The financial capability of the Town to absorb any costs relating to the development	No known impact. The end use will be a financial benefit to the Town, increase density on existing infrastructure and contribute to the tax base without increasing infrastructure costs.
(2) The adequacy of sewer and ground water to support the proposed density of development;	No concerns
(3) The adequacy and proximity of school, recreation, and other community facilities;	No concerns.
(4) The adequacy of road networks adjacent to, or leading to the development;	No concerns.
(5) The potential for the contamination of watercourses or the creation of erosion or sedimentation	No concerns.
(6) The potential for damage to or destruction of historical buildings and site;	N/A
(c) That controls are contained in a Land Use By-law or a Development Agreement so as to reduce conflict between the development and any other adjacent or nearby land use by reason of:	
(1) Type of use;	Use is permitted by development agreement, subject to policies.
(2) Emissions including air and water pollutants and noise	No controls required.
(3) Height, bulk and lot coverage of proposed building	
(4) Traffic generation, access to and egress from the site, and parking;	No issues.
(5) Open storage	
(6) signs	
(7) similar matters of planning concern;	
(d) The suitability and development costs of the proposed site in terms of steepness of grades, soil and geological conditions, marshes, swamps, or bogs and proximity of highway ramps, railway rights-of-way and other nuisance factors;	No impact.
(e) That provision is made for buffering, landscaping, screening and access control to reduce potential incompatibility with adjacent land uses and traffic;	Landscaping as proposed on site plan.
(f) That the development is located so as not obstruct any natural drainage channels or watercourses	N/A

Appendix A – Draft Development Agreement

To:	Council
From:	Chrystal Fuller, MCIP, LPP
Date:	2022-12-13
Re:	Supplementary Memo - Foster DA First Reading
cc:	Jen Boyd, CAO

Background

Council will give consideration of first reading for a development agreement application to permit a 12 unit residential development at 131 Foster Street. On December 6th, 2022, PAC provided a positive recommendation for Council's consideration. PAC made the following motion:

That PAC forward the attached development agreement to Council for First Reading with a positive recommendation.

Since PAC reviewed the draft DA and staff report, staff received additional comments from the Building Inspector/Fire Inspector regarding fire access to the units. The comments may require changes to the site plan. To accommodate this information, staff are recommending that an additional clause be added to section 5.1.1 of the draft DA regarding non-substantive amendments. The revised clause would read (red indicates the new text added to the draft DA):

5.1 Non-Substantive Amendments

5.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- a) Date of completion of the Development
- b) Configuration of the parking area
- c) A reduction of Permeable Area to a minimum of 45% of the gross area of the Property.
- d) Adjustments to the Site Plan in Schedule B to accommodate fire access as required by the Building/Fire Inspector.

With the addition of this clause, the Developer could amend the site plan for an additional fire lane to meet the requirement of the Building/Fire Code. This change to the site plan to allow for a new or adjusted fire land would require the approval of Council through a motion, but there would be no additional public engagement or review by PAC.



Revised Draft Motion for Council

If Council agrees with the proposed change to the draft development agreement, the following revised motion is recommended:

That the draft development agreement for PIDS 55237044 and 55535173 for a 12 unit residential development, as amended to include additional text to allow for the adjustment of the site plan to accommodate a fire access as required by the Building/Fire Inspector as a non-substantive amendment, be forward to a Public Hearing.

This Development Agreement made this _____ day of _____, A.D.,2022

Between:

John Malcolm Foster in Waterville Nova Scotia and hereinafter called the "Developer",

OF THE FIRST PART

-and-

Town of Berwick a duly incorporated municipal body incorporated under the laws of the Province of Nova Scotia, hereinafter called the "Town"

OF THE SECOND PART

WHEREAS the Developer is the owner of certain lands known as civic number insert civic number in the Town of Berwick (PID55237044 and PID 55535173) and more particularly described in the attached Schedule "A" and hereinafter called the "Property"; and

AND WHEREAS the Developer has submitted a detailed development proposal for to construct six (6) two unit buildings, for a total of twelve units on the Property;

AND WHEREAS Policy R-8 of the Town of Berwick Municipal Planning Strategy requires that new multiple unit dwellings be considered and approved by Development Agreement;

AND WHEREAS the proposed development of the Property has been considered at a Public Hearing held on Insert Date of PH. and approved by a majority vote of the Town Council on Click or tap to enter a date. pursuant to requirements of the Municipal Government Act;

NOW THEREFORE in consideration of the various covenants and benefits hereinafter set out in this Agreement, the parties hereto agree as follows:

Part 1: General Requirements and Administration

1.1 Applicability of Agreement

1.1.1 The Developer agrees that the Property shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

1.1.2 Variances to the requirements of the applicable Land Use By-law shall be permitted in accordance with the Municipal Government Act on the whole site as shown on Schedule B.

1.2 Applicability of Other By-laws, Statutes and Regulations

1.2.1 Nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Town applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Property.

1.2.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Town and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.3 Conflict

1.3.1 Where the provisions of this Agreement conflict with those of any by-law of the Town applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

1.3.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.4 Costs, Expenses, Liabilities and Obligations

1.4.1 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Property.

1.5 Provisions Severable

1.5.1 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

1.6 Property

1.6.1 The Developer hereby represents and warrants to the Town that the Developer is the owner of the Property and that all owners of the Property have entered into this Agreement.

Part 2: Definitions

2.1.1 All words used herein shall be defined as in the Land Use Bylaw and Subdivision Bylaw unless otherwise specifically defined herein. If not defined herein or in these Bylaws, the customary meaning shall apply.

2.2 When interpreting this agreement, the following words are defined as follows:

- a) *Development* means the landscaping, buildings and other associated elements as shown on Schedule “B”
- b) *Land Use Bylaw* means the Town of Berwick Land Use By-law adopted by Council on October 9, 2012, as amended from time to time.
- c) *Municipal Planning Strategy* means the Town of Berwick Municipal Planning Strategy adopted by Town Council on October 9, 2012, as amended from time to time.
- d) *Permeable Area* means the area of a property that allows water to infiltrate the underlying soils. Permeable Surfaces shall include, but not be limited to, vegetative planting beds, porous asphalt, porous concrete, single-sized aggregate, open-jointed blocks, stone, pavers, or brick that are loose-set and without mortar.
- e) *Stormwater Management Plan* a set of drawings and other documents, prepared by and stamped by a Professional Engineer that maintains or restores quality and quantity of stormwater runoff to pre-development levels.

Part 3: Use of Property, Subdivision and Development Provisions

3.1 Schedules

3.1.1 The Developer shall develop the Property in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement:

- a) Schedule A: Legal Description of the Property(s)
- b) Schedule B: Site Plan

3.2 Requirements Prior to approval

3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- a) Approval from Nova Scotia Environment and Climate Change (NSECC), if required for the Development, for a water withdrawal permit for the Development. If the Development is phased, the requirement for a Water Withdrawal Permit shall be based on the entire Development.

- b) A detailed Stormwater Management Plan which demonstrates, to the satisfaction of the Development Officer, that pre and post development storm water flows are balanced.
- c) An approved Final plan of subdivision for the Property that consolidates PID PID55237044 and PID 55535173
- d) A detailed landscaping plan for the entire site that generally complies with the Site in Schedule B. The Landscaping Plan shall include the location of shrubs, trees, fences and other landscaping elements which generally comply with the site plan, and also provide buffering between the Property and adjacent uses.
- e) A detailed site plan that complies with each of the following requirements:
 - (i) A minimum side yard requirement of 13.5 feet and rear yard of 22.5 feet. All other yard requirements shall comply with the General Lot Requirements of the R-3 zone except as altered by this Agreement;
 - (ii) Include a minimum of 15 parking spaces;
 - (iii) The maximum building height shall not exceed 35 feet;
 - (iv) Include an acceptable location for waste collection;
 - (v) Include one two-way driveway access to the Property which shall comply with the requirements of the Land Use Bylaw;
 - (vi) Include a fence or a treed buffer along the rear property line that adequately screens the Development from the existing school property;
 - (vii) The Permeable Area is no less than 50% of the gross lot area.
 - (viii) A Fire Lane capable of accommodating a fire truck. The fire lane must be no farther than 50 feet from the buildings located closest to the school property; and
 - (ix) That is generally consistent with the Site Plan shown in Schedule B.

3.2.2 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Property for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Town. No Occupancy Permit shall be issued by the Town unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.2.3 The Development Officer will consider minor changes to the location and configuration of the Fire Access Lane. Any requested change is subject to the requirements of the Berwick Fire Chief and other provincial or municipal legislation or requirements.

3.3 General Description of Land Use

3.3.1 The use of the Property permitted by this Agreement are the following and as generally shown on Schedule B:

- Twelve (12) two-unit residential units in six (6) buildings
- All uses permitted in the R-1 zone, as amended from time to time

3.3.2 Maintenance

The Developer shall be responsible to maintain the property in compliance with all Town By-laws and applicable Provincial regulations and to ensure that the property is maintained in a safe and clean condition.

Part 4: Streets and Municipal Services

4.1 Off-Site Disturbance

4.1.1 Any disturbance to existing off-site infrastructure resulting from the Development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Town's Engineer or Director of Public Works.

Part 5: Amendments

5.1 Non-Substantive Amendments

5.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- a) Date of completion of the Development
- b) Configuration of the parking area
- c) A reduction of Permeable Area to a minimum of 45% of the gross area of the Property.
- d) Adjustment to the Site Plan to accommodate fire access as required by the Building/Fire Inspector.

5.2 Substantive Amendments

5.2.1 Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

Part 6: Registration, Effect of Conveyances and Discharge

6.1 Registration

6.1.1 A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office for the County of Kings, Nova Scotia and the Developer shall incur all costs in recording such documents.

6.2 Subsequent Owners

6.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the

Property which are the subject of this Agreement until this Agreement is discharged by Council.

6.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

6.3 Commencement of Development

6.3.1 In the event that Development on the Property has not commenced within twenty four months from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Property shall conform with the provisions of the Land Use By-law.

6.3.2 For the purpose of this section, commencement of Development shall mean issuance of a Building Permit.

6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of Development time period through a resolution under Section 6.1, if the Town receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

6.4 Completion of Development

6.4.1 Upon the completion of the whole Development, Council may review this Agreement, in whole or in part, and may:

- a) retain the Agreement in its present form;
- b) negotiate a new Agreement; or
- c) discharge this Agreement.

6.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.

6.5 Phasing

6.5.1 The Development may be constructed in phases.

6.5.2 If the Development is constructed in more than two phases, a minimum of 50% of the Landscaping shall be installed before the Development Officer issued the Development Permit for a fourth building.

6.5.3 All landscaping shall be installed as per the approved landscaping plan before the Occupancy Permit for the final unit is issued.

6.6 Discharge of Agreement

6.6.1 If the Developer fails to complete the Development, including the Landscaping Plan, after 6 years from the date of registration of this Agreement at the Registry of Deeds or

Land Registration Office Council may review this Agreement, in whole or in part, and may:

- a) retain the Agreement in its present form;
- b) negotiate a new Agreement; or
- c) discharge this Agreement.

Part 7: Enforcement and Rights and Remedies on Default

7.1 Enforcement

7.1.1 The Developer agrees that any officer appointed by the Town to enforce this Agreement shall be granted access onto the Property during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Town to inspect the interior of any building located on the Property, the Developer agrees to allow for such an inspection during any reasonable hour within seventy two hours of receiving such a request.

7.2 Failure to Comply

7.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Town has given the Developer 30 days written notice of the failure or default, then in each such case:

- a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- b) The Town may enter onto the Property and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Property or from the performance of the covenants or remedial action, shall be a first lien on the Property and be shown on any tax certificate issued under the Assessment Act;
- c) The Town may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- d) In addition to the above remedies, the Town reserves the right to pursue any other remedy under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

Part 8: Expenses

8.1.1 In addition to the costs to be paid pursuant to section 6.1.1, any expenses incurred by the Town in exercising its rights under Section 12 shall be paid by the Developer to the Town. Such expenses may include, but are not limited to, costs incurred in returning

property owned by the Town, or the Property to their original condition before the beginning of work on the Development, costs incurred for entry on the Properties and performance of the Developer's obligations, and all solicitors' fees and disbursements incurred in terminating or discharging this Development Agreement. Such expenses shall be payable by the Developer to the Town as a debt and may be recovered from the Developer by direct suit. They shall form a charge upon the Properties. The Developer shall pay interest on any sum so expended by the Town at the same monthly rate charged by the Town for tax arrears on the outstanding balance from time to time. Such interest shall be treated as an expense

8.1.2 The Developer shall be liable for any damage caused to public or private property by Developer or any contractor or other individual doing work related to the Development. The Developer shall indemnify the Town and save it harmless from any claim, cause of action, or liability in any way relating to the Development. The Developer shall obtain and maintain in force throughout the course of construction on the Development, liability insurance coverage to ensure the responsibilities which the Developer is assuming in this section.

Part 9: Notice

Any notice to be given under this Development Agreement shall be made in writing and either served personally or forwarded by courier or by registered mail, postage prepaid,

if to the Town to:

Town of Berwick
236 Commercial Street
Berwick, NS
B0P 1E0
Attention: Chief Administrative Officer

And if to the Developer to:

John Malcolm Foster
PO Box 89
Waterville, NS

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, agents, successors and assigns.

IN WITNESS WHEREOF, this Agreement was properly executed by the respective parties on the day and year first above written

SIGNED, SEALED AND DELIVERED

In the presence of:

Developer

Witness

Insert Name of Developer

Town of Berwick

Witness

Mayor

Witness

Municipal Clerk

Schedule "A", - Property Description

All that certain lot of land and premises situate in Berwick, in the County of Kings and Province of Nova Scotia, on the West side of Foster Street, and bounded and described as follows:

Beginning on the West line of Foster Street at the Southeast corner of land now or formerly owned by Hiram Thomas;

Thence North Eighty-four Degrees West along the South line of said Thomas to lands now or formerly of John N. Chute;

Thence Southeasterly along said Chutes line to an angle in said Chutes lands;

Thence Easterly along said Chutes North line to Foster Street, aforesaid;

Thence Northerly along the West line of said Foster Street to the Place of Beginning, and containing One acre, more or less.

Saving and Excepting lands conveyed from Donald Whittier and Judith Whittier to Malcolm Foster by Warranty Deed recorded at the Kings Registry in Book 424 at Page 328 as Document No. 7470, known as PID 55535173.

Saving and Excepting thereout and therefrom from Lots No. 1 & 2 that certain lot of land described as Parcel "G" on a plan of Survey signed on the 21st day of November, 1989, by Greg Smith, N.S.L.S., as conveyed in a Warranty Deed from John M. Foster, Malcolm Foster and Jean Foster to Her Majesty the Queen in the Right of the Province of Nova Scotia, dated the 14th day of December, 19689, as recorded in the office of the Registrar of Deeds for Kings County, at Kentville, Nova Scotia, on the 18th day of December, 1989, in Book 803, at Pages 544-549, as Document No. 18581.

*** Municipal Government Act, Part IX Compliance ***

Schedule "B", - Site Plan

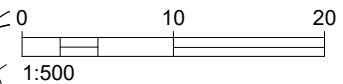
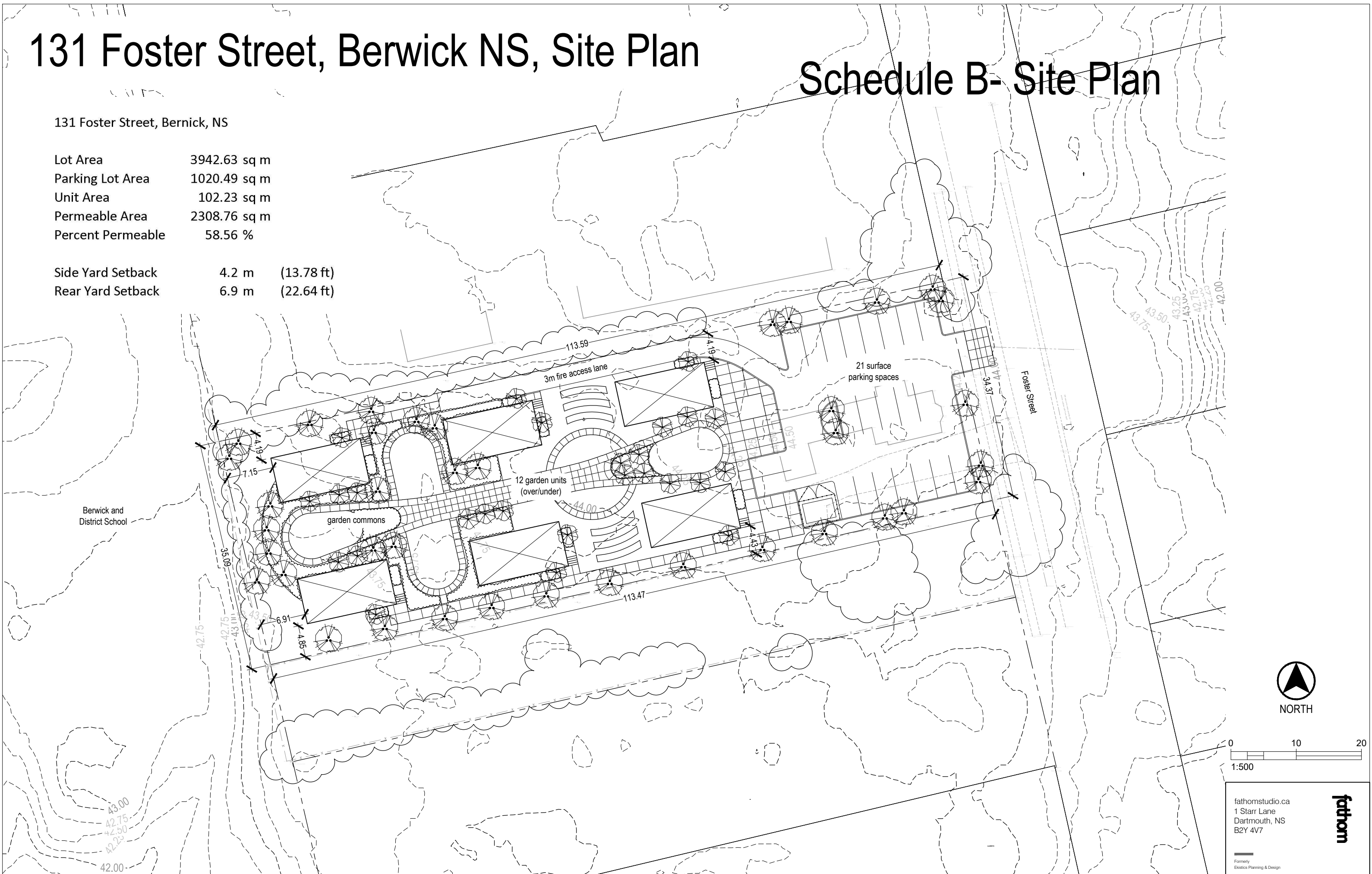
131 Foster Street, Berwick NS, Site Plan

Schedule B- Site Plan

131 Foster Street, Bernick, NS

Lot Area	3942.63 sq m
Parking Lot Area	1020.49 sq m
Unit Area	102.23 sq m
Permeable Area	2308.76 sq m
Percent Permeable	58.56 %

Side Yard Setback	4.2 m	(13.78 ft)
Rear Yard Setback	6.9 m	(22.64 ft)



1:500

fathomstudio.ca
1 Starr Lane
Dartmouth, NS
B2Y 4V7



Formerly
Elixics Planning & Design

**MINUTES OF THE PUBLIC INFORMATION MEETING FOR NICK
BENTLEY/JOHN FOSTER DEVELOPMENT AGREEMENT APPLICATION
131 FOSTER STREET**

September 28, 2022

6.00 PM

Town of Berwick Council Chambers

Chrystal Fuller introduced the proposed Development Agreement application. Both developers, Nick Bentley and John Foster were in attendance and introduced.

Ms. Fuller then gave a power point presentation explaining the project and application that has been brought to the Town.

Ms. Fuller than asked for questions or comments from the gallery.

1. Gloria Cunningham – Foster Street

- Lives directly across the street from the proposed development and is not in favor of same
- Buses and other traffic go too fast
- Street is not wide enough and is crumbling on sides
- Well/water concerns
- Too near school

Bentley – Foster Street is on the top of the list for infrastructure repair. We will deal with a Traffic Study if required. This development will bring in tax dollars to help with infrastructure demands such as street repairs.

Boyd – Foster Street is on the 5-year plan and the design has been completed. A water study has been done in 2003 which indicates that Berwick has great amounts of water but Council is discussing having an updated study done.

2. Ann Cooper – 125 Foster Street

- Traffic concerns
- Well/water concerns
- Inquired about size of units (Bentley noted there are no firm plans as of yet, but approximately 1000 sq. ft per unit)

3. Terry Marchant – 127 Foster Street

- Concerns about drainage at the site
- How many people per unit?

Bentley – There has been survey shots done and work continues regarding the site/drainage plans.

Each unit will most likely be 2-3 bedrooms.

Fuller – Pre/Post flow evaluations are a criteria for the development.

4. Glynn Cooper – 125 Foster Street

- Concerned about the number of buildings on the site
- Concerned property values will go down.
- Concerned that the proposed density is too much for this residential street
- Feels that a 3-Way stop at Foster/Union would be beneficial.

Bentley: The plans were drawn up from an landscape architect and the proposed site plan was the least dense plan he submitted and was felt it fit the Town better. Higher density is the way of the future.

Fuller: We look at compatibility and density are one of the criteria that is considered at that time.

5. Jim Fredericks – 217 Cottage Street

- Inquired if there was a water study done on the Balcom development at 135 Foster Street

Fuller – there has not, as there has been no application for permits as of yet. NS Environment controls this through a Water Withdraw Permit.

6. Bruce Morse – 215 Cottage Street

- Will the existing school path adjacent to the development still exist?

Bentley: Yes, it will, that right of way belongs to the School Board.

7. Joan Levack – 258 Commercial Street

- Will the units be rentals/what is your target for renters?

Bentley: Yes, the units will be rental units.

8. Marie Gordon – 124 Foster Street

- Supports this development but agrees that the infrastructure/street needs to be upgraded
- Concerned about speeding traffic
- Water needs to be reviewed

Length of Meeting: 6:26pm – 7:22pm

Total in Attendance: 18

Council in Attendance:

Mayor Clarke
Ty Walsh
Rod Reeves
Adam Lutz
Chris Goddard

**Planning Advisory Committee
In Attendance:**

Rod Reeves (Chair)
Adam Lutz
Ty Walsh
Joan Levack

Town of Berwick
Report to Municipal Council
Agenda Item

Subject: Entering into a Development Agreement with **Apple Valley Foods Inc.** at 245 Commercial Street, Berwick, NS

From: Rod Reeves, Chair PAC

Date: December 8, 2022

The following recommendations for First Reading to Council are being forwarded from the Planning Advisory Committee for further discussion and action:

THAT

That PAC recommend that Council pass First Reading and the draft development agreement for 245 Commercial Street (PID 55238844) to allow a nine-room board house with a maximum occupancy of 12 people be forwarded to a public hearing.

Council Motion

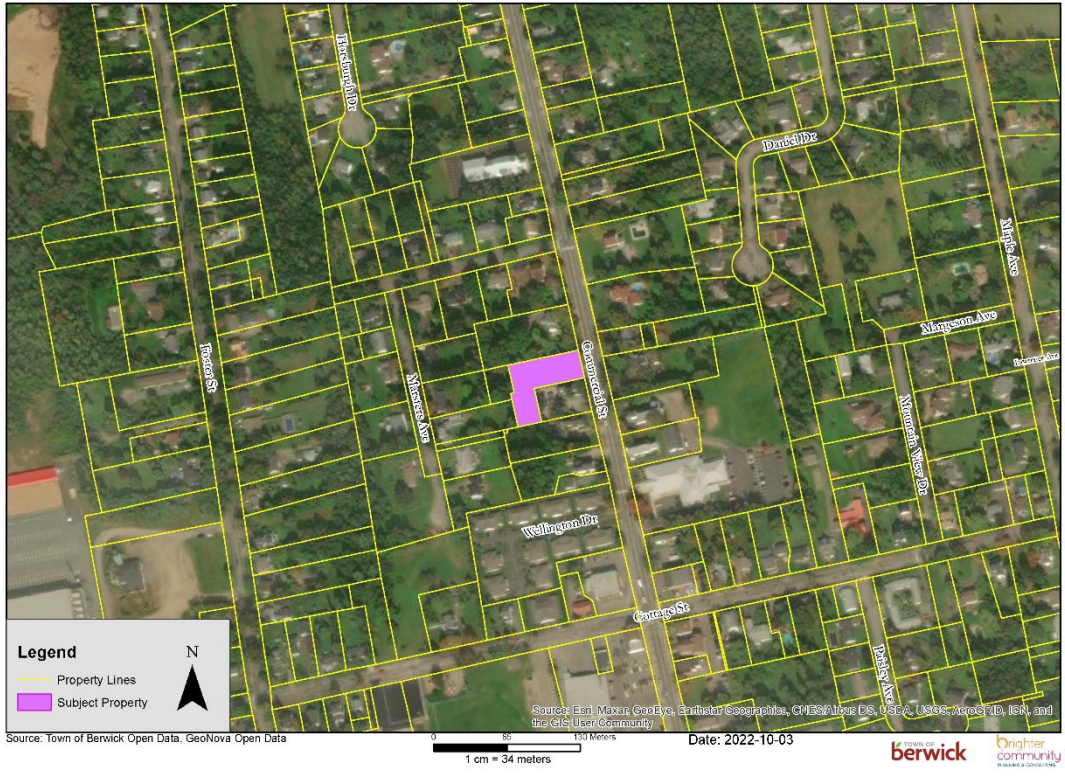
THAT

Town Council approve First Reading of the development agreement between the Town of Berwick and Apple Valley Foods for 245 Commercial Street (PID 55238844) to allow a nine-room board house with a maximum occupancy of 12 people and forwarded to a public hearing.

Report to PAC – Proposed Boarding House - 245 Commercial Street	
Prepared by:	Chrysal Fuller, MCIP, LPP of Brighter Community Planning
Subject:	Application to allow a boarding house on 245 Commercial Street (PID 55238844) by Development Agreement.
Date:	December 6 th , 2022
Purpose:	PAC consideration of planning report and recommendation.

Part 1: Background

1.1: Introduction

Property Owner(s)	Hartley and Michael MacArthur
Applicant	Apple Valley Foods (Contact: Jeff Sarsfield)
Civic Address	245 Commercial Street
Designation	Residential
Zone	R1
Subject Property	<p style="text-align: center;">Context Map for 245 Commercial St.</p>  <p>Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community Source: Town of Berwick Open Data, GeoNova Open Data Date: 2022-10-03</p>
Subject Property Area	24,000 ft ² (approximately ½ acre)
Existing Land Use	Single Unit Dwelling
Adjacent Land Use	Mostly single unit dwellings. A grouped dwelling development, small seniors home, open space, and commercial in the vicinity.
Recommendation	To forward the draft Development Agreement allowing to convert the existing single unit dwelling to a Boarding House to house up to 12 people to Council for First Reading and a Public Hearing.

Draft Motion	<i>That PAC recommend to Council that the draft development agreement for 245 Commercial Street (PID 55238844) to allow a nine room board house with a maximum occupancy of 12 people be forwarded to a public hearing.</i>
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1.2: The Request

Avon Valley Foods has applied to the Town of Berwick for a development agreement for a boarding house at 245 Commercial Street (“**Subject Property**”). Avon Valley requires a location to house participants of the Temporary Foreign Worker program who will work at its Coldbrook Plant. The proposed boarding house would house up to 14 workers within 9 bedrooms. The home, according to applicant, has seven bedrooms and plans to add another two. Workers would be picked up in the morning and driven back after their shifts, so no additional parking is proposed at this time.

Boarding houses can only occur by development agreement and therefore, this report will assess the request against the policies of the Municipal Planning Strategy to consider if it is generally consistent with the policy intent.

1.3: Location

The Subject Property is located on the west side of Commercial Street between Marsters Avenue and Cottage Street. It is located at the northern entrance of the downtown, fronting on Main Street. Although the Subject Property is in a primarily R1 zoned area, there are nearby properties that are not single unit dwellings. The adjacent properties to the south contain a day care and a senior care facility. There is also an apartment building and a cluster of duplexes on nearby Wellington Drive. On the opposite side of Commercial Street from the Subject Property, there is another senior care facility, three churches, and Town Hall.

1.4: Background

The applicant submitted a development agreement application to the Town of Berwick on September 26th, 2022. The current use of the property is a single dwelling unit with seven bedrooms and three bathrooms. The house has been owned and maintained by the MacArthur family for many years. The family put the house up for sale over 100 days ago, according to Viewpoint.ca.

Apple Valley Foods intends to purchase the property and to convert the residence into a boarding house for 14 of its workers. Apple Valley Foods uses the foreign worker legislation to augment its labour force. These federal programs allow certain industries to bring workers temporarily to Canada to work.



Part 2: Policy Analysis

The Municipal Planning Strategy (MPS) is the document that guides planning in Berwick. The MPS sets goals, objectives about land use planning, and adopts specific policies to implement the goals and objectives.

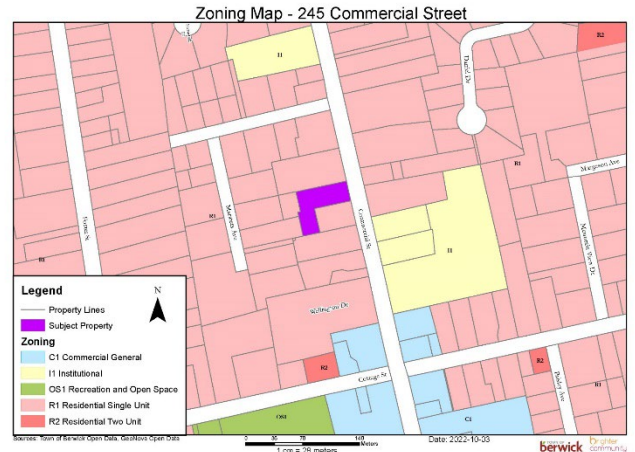
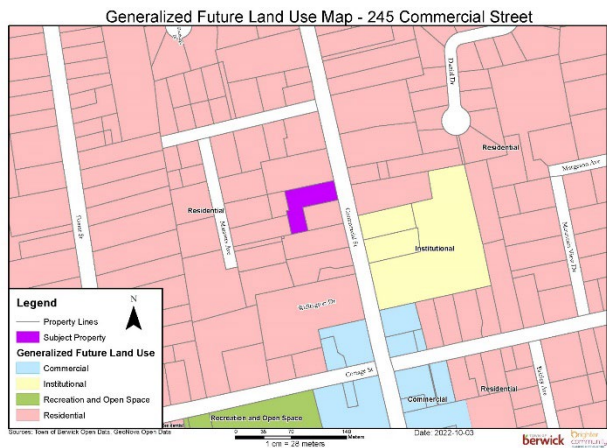
In Section 2.3 of the MPS, the overall objective for residential development is articulated. The MPS states that the Town of Berwick will promote new residential development that provides a variety of housing options, affordability, to be respectful of the character of existing neighbourhoods, and to accommodate the need for growth.

2.1: MPS Policies

The property is designated Residential and zoned R1. Within the residential designation, Policy R1 enables Council to create a Residential Generalized Future Land Use Designation on the Generalized Future Land Use Map and encourages the development, maintenance, and enhancement of a wide variety of residential uses and related compatible uses within this Designation.

Policy R18 enables Council to consider the establishment of new boarding houses by development agreement, subject to the implementation policies of IM7.





2.2: Land Use Bylaw Regulations

In Berwick, the Land Use Bylaw defines a boarding house as a “dwelling in which the proprietor supplies either room or room and board for monetary gain, to more than two persons exclusive of the lessee or owner thereof or members of his family and which is not open to the general public”. The proposed use meets this definition and therefore, a development agreement is required if the use is to be permitted.

2.3: Provincial Statements of Interest

The Provincial Statement of Interest (PSIs) are established in the Municipal Government Act. Municipal Planning Strategies adopted by Council must be “generally consistent” with these five statements. Of the most relevant to this application is the PSI on housing, which encourages a diversity of housing.

Part 3: Issues

3.1: History

Boarding houses are a historical use that arose during industrialization when people moved to cities. Boarding homes often took the form of people renting out rooms in their homes and providing food. These boarding houses provided housing to people who needed short term housing or could not afford to rent or buy. It was described as a “transitory step between family life and independence.”¹ Post World War 2, the number and quality of boarding houses diminished as people moved toward the private housing market and home ownership. Boarding houses more recently, especially in the inner cities were viewed as, “...markers and producers of neighbourhood decay.” (Jill Grant, 2018)² Boarding houses are beginning again to be recognized as an affordable housing choice and are an important part of having a diversity of housing options within a community. They provide housing for low-income individuals, immigrants, students and, for the some industries, to house foreign workers.

Boarding houses are often located in large older homes that can house more people than today’s modern homes need to. Although boarding houses can be purposely built, conversions of existing buildings is

¹ <https://www.bloomberg.com/news/articles/2016-02-22/a-brief-history-of-co-living-spaces-from-19th-century-boarding-houses-to-millennial-compounds>

² (Jill Grant, 2018)

common. Larger homes can be difficult to sell due to maintenance and heating costs since families are often not often looking for more bedrooms but rather more living space. The way that people occupy and use homes has shifted over the years. These larger homes are often converted into senior facilities, small option homes or bed and breakfasts. Within the last 5 years or so, there has been a large demand over housing farm workers in the County of Kings. Many farms are buying houses nearby their facilities to be used as worker housing.

3.2: Building Code and Fire Code

The Building Code and Fire Code also have specific regulations for boarding houses depending on the number of bedrooms and defines what is needed to be considered a bedroom. Boarding houses are regulated through a specific section of the Fire Safety Regulations made under Section 51 of the Fire Safety Act (SNS 2002, C6, last amended January 14, 2020). In the regulations, rooms are not permitted to have both bathroom and kitchen facilities and defines what is an acceptable means of egress, fire requirements for walls, and fire alarm requirements, just to name a few.

When reviewing how other municipalities regulate boarding houses, some restrict the number of bedrooms, the number of occupants or the number of occupants per bathroom. Some regulations also can stipulate number of people per room, which seem to be typically one or two per room.

The County of Kings is a useful comparator for Berwick and it has been stated that Kings has several boarding homes. Planning staff contacted the County to understand how it regulated these types of uses. The County of Kings does not define nor permit boarding houses. Instead, it regulates them under the Land Use Bylaw as a single dwelling unit. Whether a boarding house be for housing a family, students, or farm workers, the dwelling may used as a single housekeeping unit. From a Land Use Bylaw perspective, if the zoning requirements are met, the use has not changed.

3.3: Parking

Parking is also something that can be regulated and should be considered. Although in this case, the occupants of the boarding house would likely not have individual vehicles, parking requirements should be required. This summary of a report from 2017 provides some context on how other municipalities across Canada address parking. Please note that HRM recently removed the requirement for any parking spaces for boarding houses.

Table 3: Parking requirements for rooming houses, various cities

City	Parking requirement
Barrie	1 space for every 2 tenants
Edmonton	1 space per 2 sleeping units
Guelph	1 space per building, plus 1 space for every 3 lodgers
Halifax	1 space per room; not allowed in front yard
Hamilton	1 space for every 3 lodgers
London	0.33 spaces per unit
Mississauga	0.5 spaces per lodging unit (rounded up) except where the lodging house is not located within 500m (1,640 ft.) of a bus stop, in which case, 1 space per lodging unit.
Oshawa	0.5 spaces per lodging unit
Ottawa	No parking requirements west of Rideau Canal (central area). East of the canal, 0.5 per rooming unit. Inner City area: 0.25 spaces per rooming unit. Suburb and rural areas: 0.50 spaces per rooming unit. Bike parking: 0.25 spaces per rooming unit, or 0.75 per rooming unit if in a postsecondary educational facility.
Vancouver	1 space for every 2 sleeping units
Waterloo	1 space for every 2 tenants and 1 for owner (if living on site)

3.4: Density

The number of people in a boarding house should ultimately relate to the size of the dwelling and the number of bedrooms. HRM allows up to 10 rooms with no restrictions on the number of occupants in rural zones. Other municipalities regulate the number of rooms or the number of people per bathroom.

3.5: Temporary Foreign Workers

The government of Canada established a Temporary Foreign Worker (TFW) program to help fill labour shortages in critical sectors, one of which is farm labour. In fact, difficulty securing workers was identified as a problem for the local manufacturing industry by the Regional Enterprise Network (REN)

The TFW program requires employers to provide a Labour Market Impact Assessment demonstrating the positive or neutral impact on the local labour market.³ The TFW program also has specific requirements for the housing of temporary foreign workers where the employer must also provide the TFW with adequate, suitable, and affordable housing.

This means that TFWs are not permitted to pay more than 30% of their income towards housing and employers must demonstrate that affordable housing can be procured. Before it is occupied, the house must be inspected by professional and licensed inspector following a specific report from the TFW program. The program further requires that health care benefits be provided and that wages must be “similar” to what is paid to Canadian and permanent residents.

One of the concerns expressed by neighbours was about the need to supply housing for workers for a business in the County. Planning policy does not consider the workplace of an individual when considering a

³ <https://novascotiainmigration.com/help-for-employers/hiring-a-temporary-foreign-worker/>

housing proposal. However, questions about housing to support the broader economy and to meet housing need is important context. Staff contact the Valley REN to get specific information. According to information provided by the REN, housing has become a barrier to recruitment of staff, which is already a significant challenge. In the second quarter of 2022, there were over 100 job postings in the manufacturing sector alone.⁴ The Town of Berwick is a member of the REN and is a partner in workforce strategy, which states “Municipalities and Towns, including the Municipality of the County of Kings, West Hants, Town of Berwick, Town of Kentville and Town of Middleton are partners in workforce development and play critical roles in addressing workforce wrap-around supports, including transit, infrastructure, housing, property taxation and quality of life considerations.”

3.6: Public Information Meeting Summary

A Public Information Meeting (PIM) was held on October 13th, 2022 to get feedback on this application. The purpose of a PIM is to identify public issues of concern so that these concerns, if appropriate or possible, can be addressed through the approval process or within the DA itself.

Eleven people attended the PIM. The following chart provides a summary of the concerns, the staff comments, and if (or how) the draft DA will respond to the issue.

Concern raised by the public	Staff	Addressed within the DA
Too many people in a single house.	There is no maximum of residents for a boarding house in the Town of Berwick. There are requirements under the foreign workers program for the living conditions of the resident.	The number of residents will be capped at 12.
Concerns about noise and garbage.	The amount of garbage produced from a boarding house is unknown, but can be addressed in the DA.	The draft DA will require maintenance standards and for garbage to be dealt with appropriately.
Future use of the property.	The property is zoned R1, and can be used for any of the permitted uses in the zone. If it stays a boarding house, then the requirements of the must be followed.	The use of the property will allow any R1 zone use and a boarding house.
Does the dwelling need to be updated to comply with the Fire and Building Code?	Building and Fire Codes have specific requirements for Boarding Houses.	The DA will require that all Fire and Building Code requirements are met.
Desire to retain housing for families	Housing in Berwick is generally comprised of single unit dwellings and apartments, which are just one part of providing housing choice.	The DA will not address issues of who lives in a home.
Why house workers for a company located in Coldbrook in the Town?	The workplace location is not considered. Many residents of Berwick do not work within the	DA will not address issues related to location of employment.

⁴ Personal Communication between C.Fuller and M. Redden with information provided by Valley REN with information pulled from Vicinity Jobs, which provides labour market information to the REN.

Concern raised by the public	Staff	Addressed within the DA
	Town Boundaries.	

3.7: Analysis

Boarding will create a wider variety of housing options and help with the current housing demand. As most workers will not have a personal vehicle, being within walking distance to services, such as grocery stores, the library or a drug store, is important. The workers will be walking distance to the commercial district allowing easy access to necessities such as groceries, drug prescriptions, and home hardware equipment. Being located on a main road, the workers will also have easy access to Berwick’s public transportation.

The MPS does not provide any guidance regarding specific requirements for boarding house uses in Berwick, so best practices from other jurisdictions along with considerations of Berwick’s goals and objectives can help inform what specific regulations are included in a development agreement. The enabling policies of IM7 do not provide any additional guidance for boarding houses on this lot.

The MPS is clear in its intent to provide a variety of housing choices to people. In fact, the Town has a housing committee that is seeking solutions to provide additional types of housing within the Town. The words “housing crisis” continues to be used throughout municipalities in Nova Scotia, recognizing that home prices have increased to such an extent that home ownership is beyond the reach of many. Rental accommodations are also difficult to find, forcing employers such as Avon Valley, to seek affordable housing options for its staff, including TFW.

With the increased difficulty of finding rental accommodations, the hard-to-house, students, immigrants, and others need to find other types of housing options to accommodate them. Municipalities no longer can just focus on encouraging single unit dwellings but must take a broader view if all who need housing are able to find it.

Boarding houses are clearly enabled by the MPS, and in many ways are not dissimilar from bed and breakfasts, small option homes or seniors’ homes, all of which are permitted within the residential designation. From a land use perspective, the number of residents, the amount of traffic, sewer and water demands, and noise will be similar. To compare, Orchard Villa has 12 beds available and several staff and visitors, generating more traffic than would likely be anticipated from a boarding house with up to 14 people.⁵

Under a DA, the proposed use will be required to be maintained on a regular basis and continue to appear as a single unit dwelling.

From a municipal perspective, maximizing the use of existing municipal infrastructure such as streets and underground pipes is a positive. New development that does not entail the municipality assuming new streets and services is a benefit.

Part 4: Draft Development Agreement

The draft DA is attached and has provision regarding the use .

- Maximum of 9 bedrooms for a maximum of 12 people
- No kitchen facilities in individual rooms
- Required to meet the Building and Fire Code regulation for boarding homes

⁵ [https://caregiversns.org/images/uploads/all/Private_Pay_Housing_Options_Valley_Region_Updated_November_2021_-_Sheet1_\(1\).pdf](https://caregiversns.org/images/uploads/all/Private_Pay_Housing_Options_Valley_Region_Updated_November_2021_-_Sheet1_(1).pdf)

- Exterior changes must be consistent with the look of single unit dwellings
- Outdoor amenity spaces shall be provided
- Parking areas must be in the side or rear yards.

The applicant has reviewed the draft DA and has agreed to reduce the maximum number of occupants from 14 to 12.

Part 5: Recommendation

After a review of the applicable policies, the specifics of the site, the input received from the public and the submissions from the applicant, the development as proposed is generally consistent with the policies of the Municipal Planning Strategy. Staff recommend the following motion for PAC's consideration.

Draft Motion for consideration:

That PAC recommend to Council that the draft development agreement for 245 Commercial Street (PID 55238844) to allow a nine room board house with a maximum occupancy of 12 people be forwarded to a public hearing.

Appendix A- Policy Summary

Policy R1. It shall be the intention of Council to create a Residential Generalized Future Land Use Designation on the Generalized Future Land Use Map and encourage the development, maintenance and enhancement of a wide variety of residential uses and related compatible uses within this Designation.	Boarding houses are a residential uses.
Policy R18. Notwithstanding the policies contained in this Part it shall be the intention of Council to consider the following developments within the Residential Designation only by Development Agreement:	
(k) New Rooming and Boarding Houses.	Use is permitted by Development Agreement
Policy IM7. In considering amendments to the Land Use By-law and/or the entering into a Development Agreement, in addition to the criteria set out in various policies of this Strategy, Council shall consider:	
(a) That the proposal is in conformance with the intents of this Strategy and with the requirements of all other Town By-laws and regulations:	Proposal is generally consistent with the Municipal Planning Strategy.
(b) That the proposal is not premature or inappropriate by reasons of:	
(1) The financial capability of the Town to absorb any costs relating to the development	No known impact.
(2) The adequacy of sewer and ground water to support the proposed density of development;	The property can connect to municipal sewer.
(3) The adequacy and proximity of school, recreation, and other community facilities;	No concerns.
(4) The adequacy of road networks adjacent to, or leading to the development;	No concerns.
(5) The potential for the contamination of watercourses or the creation of erosion or sedimentation	No expansion to building footprint will occur.
(6) The potential for damage to or destruction of historical buildings and site;	N/A
(c) That controls are contained in a Land Use By-law or a Development Agreement so as to reduce conflict between the development and any other adjacent or nearby land use by reason of:	
(1) Type of use;	Upon the Development Agreement, the conversion to a Boarding House homing up to 14 workers.
(2) Emissions including air and water pollutants and noise	Regulated by LUB.
(3) Height, bulk and lot coverage of	No change in building form.

proposed building	
(4) Traffic generation, access to and egress from the site, and parking;	Not significant
(5) Open storage	No open storage will be occurring
(6) Signs	N/A
(7) Similar matters of planning concern;	
(d) The suitability and development costs of the proposed site in terms of steepness of grades, soil and geological conditions, marshes, swamps, or bogs and proximity of highway ramps, railway rights-of-way and other nuisance factors;	No impact.
(e) That provision is made for buffering, landscaping, screening and access control to reduce potential incompatibility with adjacent land uses and traffic;	Requirement in the DA that parking not occur in the side yards. There is no planned expansion of the building.
(f) That the development is located so as not obstruct any natural drainage channels or watercourses	N/A

**MINUTES OF THE PUBLIC INFORMATION MEETING FOR APPLE
VALLEY FOODS DEVELOPMENT AGREEMENT APPLICATION
245 COMMERCIAL STREET**

October 13, 2022

6.30 PM

Town of Berwick Council Chambers

Chrystal Fuller introduced the proposed Development Agreement application. The Developer, Jeff Sarsfield, was in attendance and introduced. Ms. Fuller then gave a power point presentation explaining the project and application that has been brought to the Town.

Ms. Fuller than asked for questions or comments from the gallery.

1. Sylvie – 14 Wellington Drive

- Asked whether the developer will hire local residents.

Sarsfield – They will be foreign workers mostly from the Philippines and Mexico.

2. Kara Levy and John Colbourne – 244 Commercial Street

- Concerns about the maximum capacity of boarding houses.

Fuller – Read the definition of a boarding house from the Land Use Bylaw and explained that there is no maximum of residents while the minimum is to board more than two persons.

- Concerned that 14 people in one house is too many.

Sarsfield - All these workers are adults and can choose where they reside. There is no contract saying they need to stay in the boarding house. They can find housing themselves elsewhere. There is a small fee they need to pay monthly.

- Why create a boarding house in Berwick and not closer to Kentville?

Sarsfield – We already have homes in Kentville, but housing options in the Valley are very limited. When a house this size becomes available, we take the opportunity. The house will be constantly updated and maintained.

- Will the workers be on shiftwork? Will they all arrive and leave the house together?

Sarsfield – Does not know what the scheduling will be like yet. If they do fall all under the same shift, then they will not arrive in the middle of the night. The shift will happen early in the morning around 6 or 7 am.

- How will bringing 14 workers benefit the town?

Sarsfield – The workers will bring some of their earnings back in town when they buy groceries and engage in local activities.

- Are they permanent or seasonal workers?

Sarsfield – They are hired through a federal program where they are on a 12-month contract. They can reapply and stay if they wish to do so.

- Will this result in too much garbage to be picked up on a bi-weekly basis?

Fuller – Do not know the answer, but that can be addressed in the Development Agreement.

3. Jim Fredericks – 217 Cottage Street

- Concerned that if another big house in Town goes up for sale, will another boarding house be created?

Sarsfield – Being a successful business, there is a constant rise in workers. If we do convert another house into a boarding house, the workers bring a lot to the community. If you look at all our other houses, you would never know that they are boarding houses as they blend and fit in extremely well.

4. Kelly Fisher – 231 Main Street

- What is the future use of the house? Will it remain a boarding house or will an apartment eventually be put up for all the workers?

Fuller - That process would require to go through a completely different Development Agreement. This Development Agreement requires to follow the policy requirements of the Town and must be approved by Council.

5. Megan White – Commercial Street

- She is the real estate agent for the property and states that the house has been on the market for several months. Many potential

purchasers have provided feedback that the house was simply too large for them.

6. Trevor Connell – Marsters Ave

- Are the fire regulations different?

Fuller – The Fire Code does have specific fire requirements for boarding houses.

- In 10 years, and if there is no more federal funding, what will occur to the property?

Fuller - The property is still an R1 zone. The use can go back to a single dwelling unit. If it remains a boarding house, then it must continue to comply with the Development Agreement.

7. Fuller reads the letter sent from Sheila and Robert Stewart (see attached)

Fuller – The R1 zone still allows for this development through a Development Agreement. Boarding houses have evolved over the years.

Sarsfield – The house will fit in quite well with the surrounding neighbourhood. The workers will be walking around Town, but there is no intention for loitering or loud noises. All requirements must follow the building code and the immigrant worker program.

Length of Meeting: 6:30pm – 7:15pm

Total in Attendance: 11

Council in Attendance:

Mayor Clarke
Rod Reeves
Adam Lutz

**Planning Advisory Committee
In Attendance:**

Rod Reeves (Chair)
Adam Lutz
Kelly Fisher

Representatives of the Town:

Chrystal Fuller, Development
Officer/Planner for the Town of
Berwick
Ben Croll, Brighter Community
Planning

Attachment 1

Dear Ms. Boyd

Please have this letter read at the public meeting in our absence.

We are sorry that we are unable to attend the public meeting due to other obligations. I did explain this to town staff that both the Smellie's and ourselves would be away but there was no offer to reschedule and unfortunately the town does not offer a zoom component. I have to say that I was so hopeful that we would be meeting a new family in Doris McArthur's house to add to our neighbourhood and I still hope that will be the case.

I would like to express my concern that a company wants to warehouse people to work in their plant in Coldbrook. The first question I would ask is why would the company not house their employees in the community where they will be working. There are currently several homes available in that community which offers all the services that Berwick has. The county allows farmers to provide accommodation so the company could easily put their accommodation in that area. The town of Kentville does not allow rooming/boarding houses at all. Berwick appears not to have any of these facilities but there are no records to prove this either way. It is a small town and I think people would know if it were the case.

If the owners of this company live outside of Berwick it would make sense that they build or buy housing that would be near where they live so they will be responsible for their employees.

Many companies have changed the way the company works to encourage new workers and retain their current work force through higher wages, improved working conditions and making processing lines easier on their workers. Unfortunate business practices should not impact on our R1 zone. People coming and going all the time does not lend itself to building community. We are not the only R 1 zone in the town and I would like to know why the town feels it is quite all right to erode the R 1 zone. If this development agreement is passed the rooming house status will stay with the property forever.

From what staff has relayed to me this is not a rooming house with the owner providing meals and a home to residents but a facility to house workers with little responsibility for them. Perhaps I am incorrect in this assumption and live in staff will provide meals, cleaning and outside care of the house and enforcing any house rules. I would hope a business would set

a good example as an employer but this proposal does not give me any confidence.

The street has two nursing homes and a day care which offer many benefits both to the town and our neighbourhood. The people who live in the nursing homes are part of the community taking in community events, attending religious services and enjoying walks. The day care provides a much needed service and it is nice to see the children's curiosity as they walk by the gardens.

This is a matter of the town not breaking their contract with the residents of the town. If this change is granted then what happens if this business decides it needs more space where will this end. Council should be looking at what is good for the residents and what is a good fit.

Regards,

Sheila and Robert Stewart

This Development Agreement made this _____ day of _____, A.D.,2021

Between:

Hartley MacArthur and Michael MacArthur, hereinafter called the "Developer",

OF THE FIRST PART

-and-

Town of Berwick a duly incorporated municipal body incorporated under the laws of the Province of Nova Scotia, hereinafter called the "Town"

OF THE SECOND PART

WHEREAS the Developer is the owner of certain lands known as civic number insert civic number in the Town of Berwick (PID 55238844) and more particularly described in the attached Schedule "A" and hereinafter called the "Property"; and

AND WHEREAS the Developer has submitted a detailed development proposal for Insert brief description of the proposed development;

AND WHEREAS Policy R18 of the Town of Berwick Municipal Planning Strategy requires that boarding houses be considered and approved by Development Agreement;

AND WHEREAS the proposed development of the Property has been considered at a Public Hearing held on Insert Date of PH. and approved by a majority vote of the Town Council on Click or tap to enter a date. pursuant to requirements of the Municipal Government Act;

NOW THEREFORE in consideration of the various covenants and benefits hereinafter set out in this Agreement, the parties hereto agree as follows:

Part 1: General Requirements and Administration

1.1 Applicability of Agreement

1.1.1 The Developer agrees that the Property shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

1.1.2 Variances to the requirements of the applicable Land Use By-law shall be permitted in accordance with the Municipal Government Act on the whole site as shown on Schedule B.

1.2 Applicability of Other By-laws, Statutes and Regulations

1.2.1 Nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Town applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Property.

1.2.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Town and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.3 Conflict

1.3.1 Where the provisions of this Agreement conflict with those of any by-law of the Town applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

1.3.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.4 Costs, Expenses, Liabilities and Obligations

1.4.1 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Property.

1.5 Provisions Severable

1.5.1 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

1.6 Property

1.6.1 The Developer hereby represents and warrants to the Town that the Developer is the owner of the Property and that all owners of the Property have entered into this Agreement.

Part 2: Definitions

2.1.1 All words used herein shall be defined as in the Land Use Bylaw and Subdivision Bylaw unless otherwise specifically defined herein. If not defined herein or in these Bylaws, the customary meaning shall apply.

2.2 When interpreting this agreement, the following words are defined as follows:

a) *Garbage container* means a bin, with or without a lid, greater than one cubic metre in volume used to store garbage and refuse temporarily. This definition excludes a container used for a construction or demolition project for which a valid building or demolition permit has been issued.

b) *Land Use Bylaw* means the Town of Berwick Land Use By-law adopted by Council on October 9, 2012, as amended from time to time.

c) *Municipal Planning Strategy* means the Town of Berwick Municipal Planning Strategy adopted by Town Council on October 9, 2012, as amended from time to time.

Part 3: Use of Property, Subdivision and Development Provisions

3.1 Schedules

3.1.1 The Developer shall develop the Property in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement:

- a) Schedule A: Legal Description of the Property
- b) Schedule B: Site Plan

3.2 Requirements Prior to approval

3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- a) Submission of a floor plan that
 - (i) limits the number of habitable bedrooms to a maximum of nine (9)
 - (ii) confirms that no bedroom includes a kitchen facility
 - (iii) confirms that there are no more than two (2) beds per bedroom
- b) Confirmation that the exterior of the building maintains the appearance of a single unit dwelling
- c) A site plan showing adequate outdoor amenity space and shall include places for sitting and gathering.
- d) The site plan shall include landscape buffering or privacy fencing along and property lines with existing single unit dwellings.

- e) Drawings that demonstrate compliance with all applicable Building and Fire Code regulations.
- f) Show the location of a minimum of four parking spaces in the rear yard of the property. Parking spaces dimensions shall comply with the requirements of the LUB.
- g) The location of Garbage Containers.

3.2.2 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Property for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Town. No Occupancy Permit shall be issued by the Town unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

3.3.1 The use of the Property permitted by this Agreement are the following and as generally shown on Schedule B:

- Boarding House up to a maximum of 12 persons
- All uses provided for in the Land Use Bylaw, as amended from time to time.

3.3.2 Maintenance

The Developer shall be responsible to maintain the property in compliance with all Town By-laws and applicable Provincial regulations and to ensure that the property is maintained in a safe and clean condition.

All household waste must be contained with a Garbage Container or stored indoors.

Part 4: Streets and Municipal Services

4.1 Off-Site Disturbance

4.1.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Town's Engineer or Director of Public Works.

Part 5: Amendments

5.1 Non-Substantive Amendments

5.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

a) Changes to landscaping and buffering requirements

5.2 Substantive Amendments

5.2.1 Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

Part 6: Registration, Effect of Conveyances and Discharge

6.1 Registration

6.1.1 A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office for the County of Kings, Nova Scotia and the Developer shall incur all costs in recording such documents.

6.2 Subsequent Owners

6.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Property which are the subject of this Agreement until this Agreement is discharged by Council.

6.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

6.3 Commencement of Development

6.3.1 In the event that development on the Property has not commenced within six months from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Property shall conform with the provisions of the Land Use By-law.

6.3.2 For the purpose of this section, commencement of development shall mean issuance of a Building Permit.

6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Town receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

6.4 Completion of Development

6.4.1 Upon the completion of the whole development, Council may review this Agreement, in whole or in part, and may:

- a) retain the Agreement in its present form;
- b) negotiate a new Agreement; or

c) discharge this Agreement.

6.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.

6.5 Discharge of Agreement

6.5.1 If the Developer fails to complete the Development after 2 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- a) retain the Agreement in its present form;
- b) negotiate a new Agreement; or
- c) discharge this Agreement.

Part 7: Enforcement and Rights and Remedies on Default

7.1 Enforcement

7.1.1 The Developer agrees that any officer appointed by the Town to enforce this Agreement shall be granted access onto the Property during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Town to inspect the interior of any building located on the Property, the Developer agrees to allow for such an inspection during any reasonable hour within seventy two hours of receiving such a request.

7.2 Failure to Comply

7.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Town has given the Developer 30 days written notice of the failure or default, then in each such case:

- a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- b) The Town may enter onto the Property and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Property or from the performance of the covenants or remedial action, shall be a first lien on the Property and be shown on any tax certificate issued under the Assessment Act;
- c) The Town may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or

d) In addition to the above remedies, the Town reserves the right to pursue any other remedy under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

Part 8: Expenses

8.1.1 In addition to the costs to be paid pursuant to section 6.1.1, any expenses incurred by the Town in exercising its rights under Section 12 shall be paid by the Developer to the Town. Such expenses may include, but are not limited to, costs incurred in returning property owned by the Town, or the Property to their original condition before the beginning of work on the development, costs incurred for entry on the Properties and performance of the Developer's obligations, and all solicitors' fees and disbursements incurred in terminating or discharging this Development Agreement. Such expenses shall be payable by the Developer to the Town as a debt and may be recovered from the Developer by direct suit. They shall form a charge upon the Properties. The Developer shall pay interest on any sum so expended by the Town at the same monthly rate charged by the Town for tax arrears on the outstanding balance from time to time. Such interest shall be treated as an expense

8.1.2 The Developer shall be liable for any damage caused to public or private property by Developer or any contractor or other individual doing work related to the development. The Developer shall indemnify the Town and save it harmless from any claim, cause of action, or liability in any way relating to the development. The Developer shall obtain and maintain in force throughout the course of construction on the development, liability insurance coverage to ensure the responsibilities which the Developer is assuming in this section.

Part 9: Notice

Any notice to be given under this Development Agreement shall be made in writing and either served personally or forwarded by courier or by registered mail, postage prepaid, if to the Town to:

Town of Berwick
236 Commercial Street
Berwick, NS
B0P 1E0
Attention: Chief Administrative Officer

And if to the Developer to:
Insert Name of Company
Insert Mailing Address.
Insert Town and Province.
Attention: Insert name.
Insert Email contact.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, agents, successors and assigns.

IN WITNESS WHEREOF, this Agreement was properly executed by the respective parties on the day and year first above written

SIGNED, SEALED AND DELIVERED

In the presence of:

Developer

Witness

Hartley MacArthur

Witness

Michael MacArthur

Town of Berwick

Witness

Mayor

Witness

Municipal Clerk

Schedule "A", - Property Description

All that certain lot of land and premises situate and being on the West side of Commercial Street in the Town of Berwick, in the County of Kings, Province of Nova Scotia, bounded and described as follows:

BEGINNING on the West limit of Commercial Street at the Northeast corner of a lot of land deeded by Dr. H.C. Marsters to Stephen Illsley and later owned by Mr. J.H. Frizzle, and then by The United Church of Canada;

THENCE Northerly along the West limit of Commercial Street a distance of 82.50 feet to the Southeast corner of lands formerly owned by the late Dr. H.C. Marsters and now or formerly owned by W.C. Stewart;

THENCE Westerly along the South side line of lands now or formerly of W.C. Stewart a distance of 209.00 feet to lands formerly owned by the late Dr. H.C. Marsters and now or formerly owned by Emelyne M. Simpson and Mary Pattillo;

THENCE Southerly along the East side line of lands now or formerly of Emelyne M. Simpson and Mary Pattillo a distance of 82.50 feet;

THENCE Westerly to an angle iron found at the Northwest corner of lands now or formerly of Doris J. MacArthur conveyed to her by deed recorded in Book 257 at Page 49 as Document No. 75295;

THENCE South 13 degrees 34 minutes 30 seconds East a distance of 17.37 feet to an iron pipe found at the Northeast corner of lands now or formerly of Dallas Frederick Simpson;

THENCE continuing South 13 degrees 34 minutes 30 seconds East along the East side line of lands now or formerly of Dallas Frederick Simpson a distance of 82.20 feet to an iron pipe found at the Southeast corner of lands now or formerly of Dallas Frederick Simpson;

THENCE North 76 degrees 51 minutes 40 seconds East along the North limit of lands now or formerly of the Baptist Church (Manse) a distance of 69.97 feet to a survey marker placed at the Southwest corner of Lot 1 depicted on a plan of survey filed as Plan P6996;

THENCE North 13 degrees 32 minutes 20 seconds West along the West side line of Lot 1 a distance of 99.39 feet to a survey marker placed at the Northwest corner of Lot 1;

THENCE North 77 degrees 00 minutes 40 seconds East along the north side line of Lot 1 a distance of 149.87 feet to the place of BEGINNING.

CONTAINING an area in excess of 24,000 square feet.

BEING AND INTENDED TO BE a consolidation of Parcel A depicted on a plan of survey filed as Plan P6996 and lands formerly of Edward D. MacArthur conveyed to him by deed recorded in Book 181 at Page 152.

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: KINGS COUNTY
Registration Year: 1987
Plan or Document Number: P6996

REQUEST FOR DECISION

Municipal Boundary Review



To: Town Council
From: Jen Boyd, CAO
Date: December 13, 2022
Subject: Municipal Boundary Review

References/Attachments

- Nova Scotia Utility and Review Board (NSUARB) Municipal Boundaries User Guide
- Town of Berwick Council Size Survey

Legislation

- Municipal Government Act, s.369

Recommendation

The results from the public consultation survey show that the number of Council members preferred by Berwick residents was five, though seven (status quo) only received three less votes.

Staff is requesting direction from Council on the preferred number of Councillors to include in their application to the NSUARB.

Background

Section 369 of the *Municipal Government Act* (MGA) requires all municipalities in Nova Scotia to review their council arrangements every eight years. This includes conducting a study of the number and boundaries of polling districts in the municipality, their fairness and reasonableness and the number of Councillors. After the study is completed, the council shall apply to the Board (Nova Scotia Utility & Review Board) to confirm or to alter the number and boundaries of polling districts and the number of Councillors.

In September, the Town notified the public that a review of the number of councillors was required and a survey would be available in October. Staff developed a survey and infographic that were shared on the Town's website, social media, Town kiosk's, and available at Town Hall.

The survey was live for 35 days. There were 34 responses to the survey of which two were non-Berwick residents and removed from the results analysis, a 1% response rate. Twenty-nine (29) were completed online and three by paper. Completion rate was 100%.

REQUEST FOR DECISION

Municipal Boundary Review



The following information was provided for consideration prior to completing the survey.

Council Size Review



Arguments for maintaining the status quo (6 Councillors, plus the Mayor)

- Workload is manageable (when divided amongst the Councillors and when allowing technology to assist). There are approximately 15 Committees in addition to Council meetings.
- Diversity of members provides different perspectives (i.e., age, background, gender, political experience).
- Lowers the ratio of residents to Council representation enhancing community connection to Council.



Arguments for reducing council size (i.e., 4 Councillors, plus the Mayor)

- Reduction in costs for remuneration and expenses (i.e., conferences and education, technology, travel).
- The cost savings per Councillor is approximately \$11,850/yr. or approximately 0.2% of the \$5.6 million budget).
- Reduction of government (the "less" is "more" philosophy).



Arguments for increasing council size (i.e., 8 Councillors, plus the Mayor)

- Provide more diversity for better debate.
- Lessen individual workload, or allow members to play a more active role, or assume additional roles in projects relating to municipal governance.



REQUEST FOR DECISION

Municipal Boundary Review



The following questions were asked. *The layout below has been modified to fit in the report.*

1. Please provide your full name and civic address. This information will not be shared, but is required to ensure you are a resident of the Town of Berwick.

Name (First and Last): _____

Civic Address: _____

Postal Code: _____

2. Did you vote in the last municipal election in Nova Scotia?

- Yes
- No
- Unsure
- Wasn't old enough
- New to Nova Scotia/Canada
- Prefer not to answer

3. How would you rate the performance of the current Town of Berwick Council?

- Extremely effective
- Very effective
- Somewhat effective
- Not so effective
- Not at all effective

4. Do you think the number of elected representatives influences Council or municipal operations in any way?

- Yes
- No
- Don't know

5. Please indicate the number of Council members, including the Mayor, you would prefer to have on Berwick Town Council (the minimum Council size permitted by Nova Scotia legislation is 3 members).

- 3 Please explain why:
- 5
- 7
- 9

6. If you have any additional comments to provide concerning the Council Size Review, please share them with us below.

REQUEST FOR DECISION

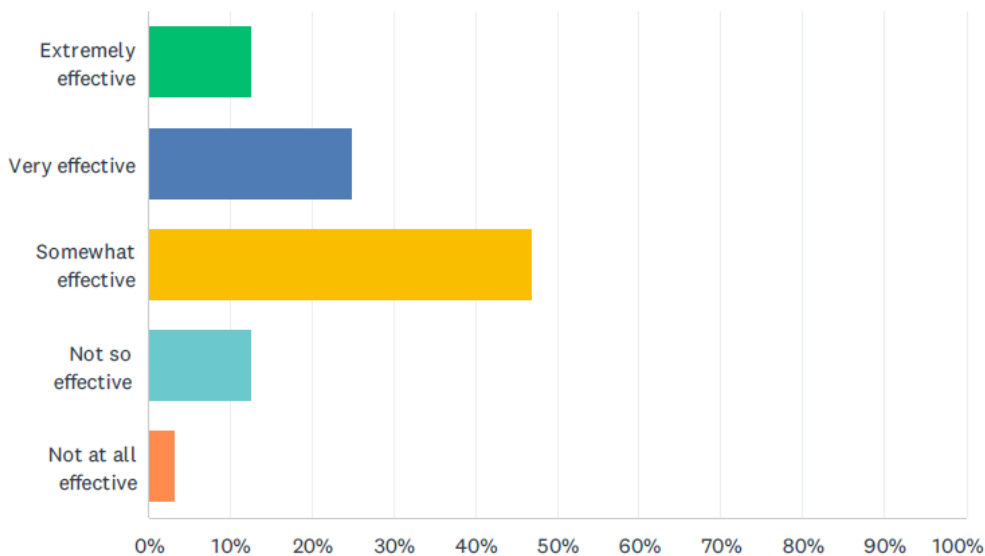
Municipal Boundary Review



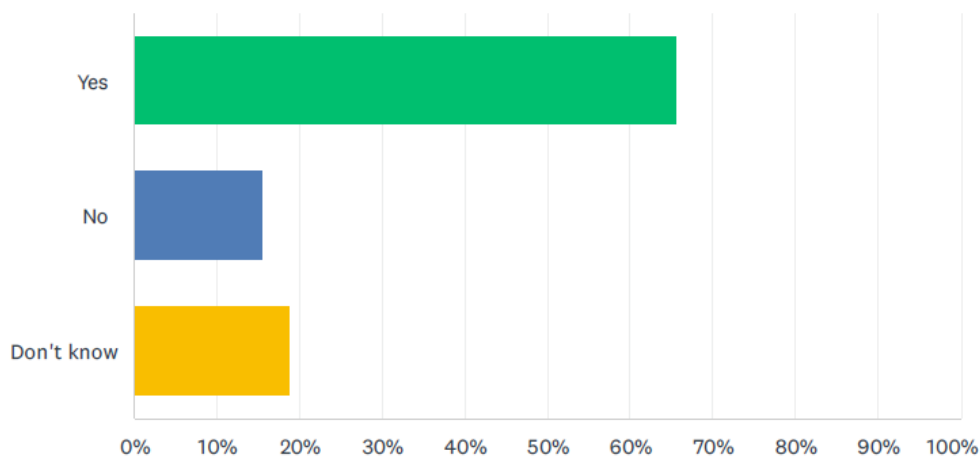
What we learned

(The full results of the survey are attached.)

- 93.75% or 30 respondents voted in the last municipal election, one was new to Nova Scotia/Canada and one preferred not to answer.
- 46.88% (15) of respondents rated Council's performance as somewhat effective, 37.50% (12) very to extremely effective and 15.63% (5) not to or not at all effective.



- 65.63% (21) of respondents think the number of elected representatives influences council or municipal operations, compared to 15.63% (5) that do not and 18.75% (6) did not know.

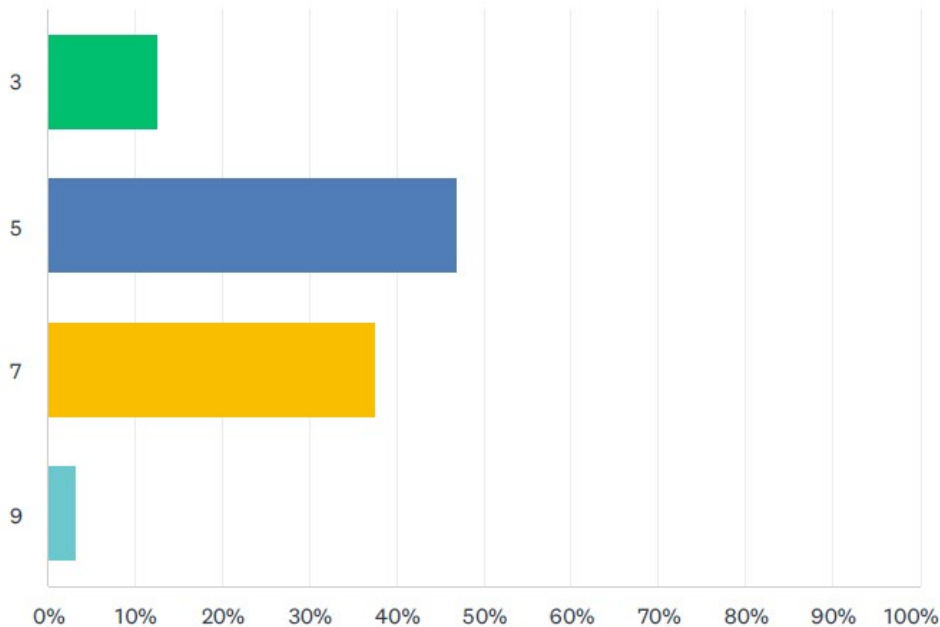


REQUEST FOR DECISION

Municipal Boundary Review



- 46.88% (15) of respondents preferred the number of Berwick Town Council to be five, 37.50% (12) preferred seven (status quo), 12.5% (4) preferred 3 and 3.13% (1) preferred nine.



Reasons for preferred choice have been summarized below by preferred number. Some of the responses have been edited to focus on the questions asked; however, the entire responses can be found attached to this report.

Five

- The more Council members the more it cost to run the Town. Sidewalks and streets need work.
- Based on town population size, the average number of residents per council member does not support the need for 6 council members.
- Fiscal prudence is necessary and reduction of expenses and property taxes should be at the forefront.
- Five well-chosen knowledgeable individuals would be all that's necessary to do the job.
- Too many people in meetings do not necessarily help to get the job done effectively. Use a smaller council and look for more input from the town residents.
- We face fiscal restraint in all aspects of life these days and the town needs to reflect the reality we are all facing and demonstrate fiscal prudence.
- As things improve we can increase. Hopefully with more new residents moving in we'll see an increase in revenue so as to not overburden the existing residents.
- Seems to be challenging to find candidates to run
- Three overall is too small of a council for this town; however, if you had 3 elected

REQUEST FOR DECISION

Municipal Boundary Review



councillors and 2 designated spots for diverse members such as 1 designated spot for an African NS or Black Councillor and 1 designated spot for an individual from the local LGBTQ Community, then you could have 2 consultants that would attend Council meetings quarterly. Those two consultants would need to have an identified physical disability and A representative from our local band Annapolis Valley First Nation. We need to have more diversity around the table. The decisions in this town need to be made by individuals other than a group of White Males.

- Tried to find information on what each or all of the councilor's do and there is nothing online. The latest minutes were for May 2022. It is impossible to tell what kind of workload each of the councillors have.
- It feels it is the right size for the population of the Town

Seven/Status Quo

- More members can share the work for what I see as a volunteer position
- Over the years, the responsibilities of councillors has grown for many reasons. There are many committees of council, within the town and within the county which require representation. The current number is a fair workload for the amount of remuneration they received.
- Our town is growing but we need to spend money in other areas other than another 2 councilors. Sidewalks, better street lighting, roads etc. The number of councilors is enough.
- From bullet points provided on all options, seems better to maintain status quo.
- Size of the Council is appropriate for our town's population.
- It seems to be working quite well now.
- You need that many in order to have a good cross section of residents on council so that council votes and decisions reflect the diversity of the town and its residents as much as possible. That number also enables easy access for the electorate to inform their representatives of their opinions. That is democracy!
- Works well. More and it becomes cumbersome and less means too much work for remaining re: committees etc.
- I'm afraid that fewer members would not have time for everything, and more members would cost more.

Three

- Based on population, 3 effective council members and a mayor, should be capable of providing adequate representation.
- Per capital this is a reasonable number. The number of staff is too high for a very small town.
- A town with 2500 citizens does not require a large number of representatives, a mayor and 3 councilors would be sufficient to meet our needs.

Nine

- Increased Diversity and new younger people if possible.

REQUEST FOR DECISION

Municipal Boundary Review



To fulfill all requirements of the review and application process, the following steps need to be taken:

- Council needs to make a recommendation on the council size on December 13, 2022.
- Application submitted to NSUARB no later than December 31, 2022.
- Once submitted a public hearing will be scheduled by NSUARB.

Financial Implications

The cost per council member is approximately \$11,850 or 0.2% of the \$5.6 million budget.

Priority Alignment

A municipal boundary review is a legislative requirement.

Check Applicable	Strategic Priority Area	Comments
	Economic	
	Environmental	
	Social	
	Cultural	

Alternatives

Council must apply for a change or status quo to the number of council members for the Town of Berwick. The decision should be supported by public feedback.

Community Engagement/Communication

Information and a survey were shared on the Town's website, social media, Town kiosk's, and available at Town Hall. The survey was live for 35 days. The results of the survey and decision of Council will be available on the Town's website and at Town Hall.

CAO Comments

The information has been presented to Council for consideration and a preferred number of Council members must be decided for application to the NSUARB by the end of the year, December 31, 2022. Direction is required from Council.

CAO Initials: JB

Target Decision Date: December 13, 2022

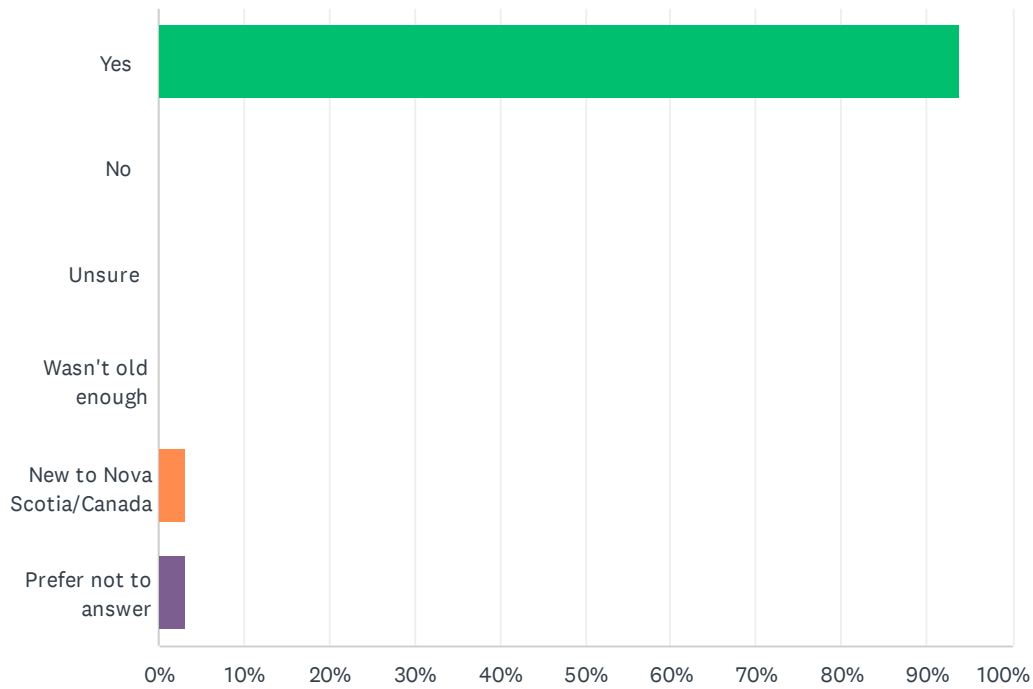
Q1 Please provide your full name and civic address. This information will not be shared, but is required to ensure you are a resident of the Town of Berwick.

Answered: 32 Skipped: 0

ANSWER CHOICES	RESPONSES	
Name (First and Last)	100.00%	32
Civic Address	100.00%	32
Postal Code	100.00%	32

Q2 Did you vote in the last municipal election in Nova Scotia?

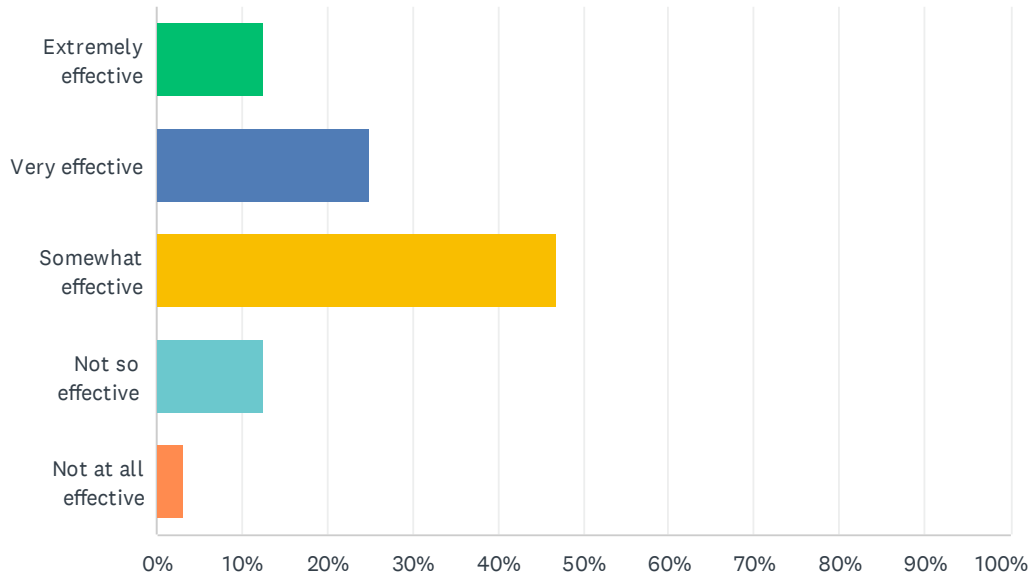
Answered: 32 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	93.75%	30
No	0.00%	0
Unsure	0.00%	0
Wasn't old enough	0.00%	0
New to Nova Scotia/Canada	3.13%	1
Prefer not to answer	3.13%	1
TOTAL		32

Q3 How would you rate the performance of the current Town of Berwick Council?

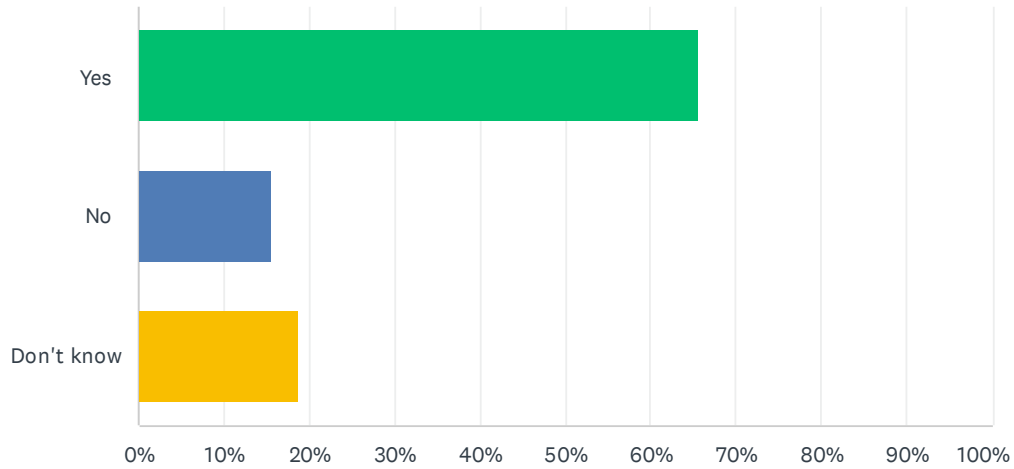
Answered: 32 Skipped: 0



ANSWER CHOICES	RESPONSES	
Extremely effective	12.50%	4
Very effective	25.00%	8
Somewhat effective	46.88%	15
Not so effective	12.50%	4
Not at all effective	3.13%	1
TOTAL		32

Q4 Do you think the number of elected representatives influences Council or municipal operations in any way?

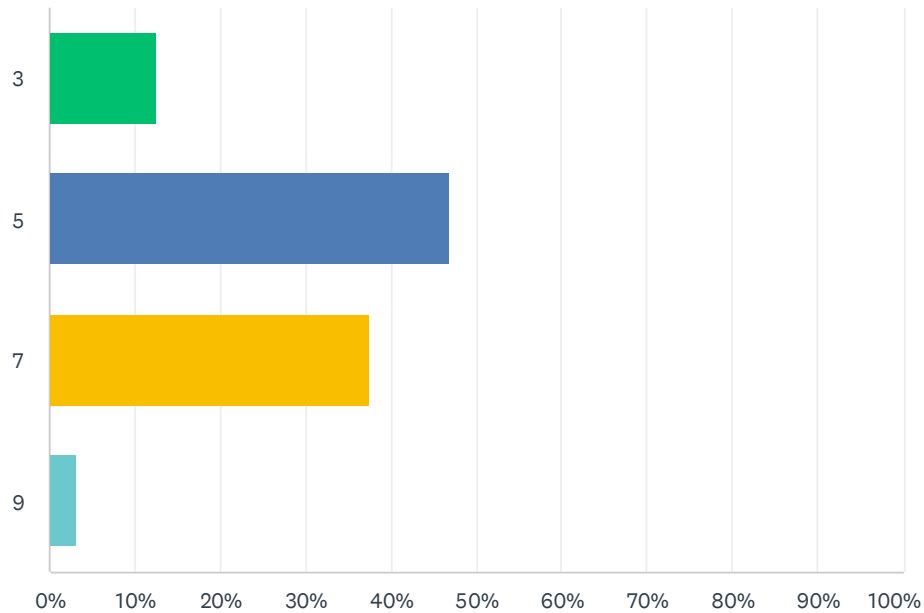
Answered: 32 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	65.63%	21
No	15.63%	5
Don't know	18.75%	6
TOTAL		32

Q5 Please indicate the number of Council members, including the Mayor, you would prefer to have on Berwick Town Council (the minimum Council size permitted by Nova Scotia legislation is 3 members).

Answered: 32 Skipped: 0



ANSWER CHOICES	RESPONSES
3	12.50% 4
5	46.88% 15
7	37.50% 12
9	3.13% 1
TOTAL	32

Question 5 comments

More members can share the work for what I see as a volunteer position.

Over the years, the responsibilities of councillors has grown for many reasons. There are many committees of council, within the town and within the county which require representation. The current number is a fair workload for the amount of remuneration they received. Town is also one of the only Towns in NS that is growing in population. They have a "Green "initiative, which is an added responsibility.

I think a council of 7 is a good number....our town is growing but I think we need to spend money in other areas other than another 2 councilors....sidewalks, better street lighting, fixing roads etc.....I think the number of councilors is enough...approximate population is about 3000....that's 500 per ward...far less than a city councilor has....we don't need anymore....

The more Council members the more it cost to run the Town. There is sidewalks that are deplorable in this town just take a walk down Foster Street. I feel sorry for seniors and if they had a walker or wheelchair it would be impossible to maneuver. And Main Street could stand some more repairs for the sidewalks. I see a lot of cosmetic things that the town has done for looks but you hear people talking about the roads, what is with all the patch work? Patch work in the end cost more in the long run

We don't see anything the council has done. The streets are a mess the sidewalks a mess. The town work department don't have tools to work with plow truck. Put that money to work around the town like more street cleaning better lawn care better snow removal. The sewer needs to be fixed and not working right. We pay a lot of taxes in this town and a lot of new people are coming to this town and they are used to nice and clean. It's the new people that are coming to this town that will save this town a lot of small towns are gone. No more council members and only members that live in the town.

From bullet points provided on all options, seems better to maintain status quo

I think the size of the Council is appropriate for our town's population.

Based on population, 3 effective council members and a mayor, should be capable of providing adequate representation.

It seems to be working quite well now, though the rentals around here now are high.

Based on town population size, the average number of residents per council member does not support the need for 6 council members. Fiscal prudence is necessary and reduction of expenses & property taxes should be forefront

Per capital this is a reasonable number. The number of staff is too high for a very small town.

I feel that five well-chosen knowledgeable individuals would be all that's necessary to do the job.

Too many people in meetings do not necessarily help to get the job done effectively. Use a smaller council and look for more input from the town residents.

You need that many in order to have a good cross section of residents on council so that council votes and decisions reflect the diversity of the town and its residents as much as possible. That number also enables easy access for the electorate to inform their representatives of their opinions. That is democracy!

I think as we face fiscal restraint in all aspects of life these days the town needs to reflect the reality we are all facing and demonstrate fiscal prudence. As things improve we can increase. Hopefully with more new residents moving in we'll see an increase in revenue so as to not overburden the existing residents.

Committee responsibility

The days of having meetings to hear from the public is the old way. We could do much more online. Why aren't the Council meetings done live? Should be a time at end of meeting to allow video questions. Why does Council take months to make decisions, do these online also, we want to know questions and answers.

Seems to be challenging to find candidates to run.

I think 3 overall is too small of a council for this town; however, if you had 3 elected councillors and 2 designated spots for diverse members such as 1 designated spot for an African NS or Black Councillor and 1 designated Spot for an individual from the local LGBTQ Community, then you could have 2 consultants that would attend Council meetings quarterly. Those two consultants would need to have an identified physical disability and A representative from our local band Annapolis Valley First Nation. We need to have more diversity around the table. The decisions in this town need to be made by individuals other than a group of White Males. I don't feel this reflects well on the town. Also, now that I mention gender, one of the 3 elected positions needs to include a woman. If three males are in the top three spots, then differ to the next woman with the most votes. Start a committee now to recruit women for the next election. It's your duty to move this council forward.

I do not know. I looked online to try to find information on what each or all of the councilor's do and there is nothing there. I am new to the area and I am just beginning to try to get up to date on what is happening. I looked at the minutes and the latest minutes were for May 2022. I could not tell from the minutes what each of the items were the approved, seconded and first readings. It is impossible to tell what kind of workload each of the councillors have. In my mind you need to justify your existence. Therefore, I am selecting 5.

I agree with the above statements for keeping the status quo.

It feels it is the right size for the population of the Town

I don't fine a lot is being done for the ordinary citizens. Our infrastructure is horrible but a lot of money going into recreation and green energy. But what good is all of this if our infrastructure is poor. At yum age I am not looking for increased recreation and the town seems to attracting more seniors and less young families so it is like we are providing recreation for surrounding areas

A town with 2500 citizens does not require a large number of representatives, a mayor and 3 councilors would be sufficient to meet our needs and would reduce the amount of nice to have but wholly unnecessary projects the town has undertaken the past 10 years.

Increased Diversity and new younger people if possible

Our current council is too large for our population size and often leads to standstills in decision making among committees primarily. It also would be a major cost saving for a small municipality to reduce the size.

Works well. More and it becomes cumbersome and less means too much work for remaining re committees etc.

I'm afraid that fewer members would not have time for everything, and more members would cost more.

Q6 If you have any additional comments to provide concerning the Council Size Review, please share them with us below.

Answered: 15 Skipped: 17

Question 6 comments

I don't like to have my taxes go up every year. what does the Town do for us seniors? Give us a break. Wages in Town workers are paid more than everyone it puts taxes up.

The more members you have the more likely everyone in town will know at least 1.

I feel that with the reduced council, councillors should be paid more. \$11,850/year would not be sufficient pay as councillors would be doing more.

I vote no to increasing the council size.

If there is more people on Council that cost more for pays and in return we pay more for Taxes and taxes are high enough in this town. When I moved in here the Realtor lied about the taxes, my bad I should have checked with the Town Hall.

Only council that live in town.

Administration costs are considered too high for size of the town.

The number of municipalities in Kings is too large. On a good note we don't act like Kentville council.

Not sure where I should put this but I strongly believe that our taxes are going the wrong way considering all the new building.

No one ever said that democracy is cheap. Don't cut back on our representation for a minuscule amount of the budget. It is money well spent.

Keep doing a great job. Every year doesn't have to be new capital projects. We are a great town. Council size reflects the current situation I believe. To go higher is just not prudent in this economic climate.

Please try to be innovative in your thinking. There needs to be a change in councillors. There are some councillors that need to recruit a new member from a minority group and start training them to take over their position in the next election. We have a lot of educated people in our town who are very capable of holding a position as a councillor here. It's time to make spaces in this town inclusive. Diversity is having individuals in our town from various cultural, racial, religious, etc. groups but Inclusion is including them in our discussions and decisions about what happens in our town. Take for example the Berwick Mural Society. I stated on social media my issue with the mural at Bargain Harley's not being reflective of our town. I was met with a bit of defensiveness which is natural but it was followed by a member stating that there is a brown face on the mural. The little girl riding the bike has a brown face. Well my issue still remains that the brown face being included was an example of tokenism. There was no context for her having a brown face, like is that what we see among our population? Brown little girls on a bicycle with their White mother? Coming from the Black Community I found the girls

brown face was disappointing. The mural was to reflect Berwick over 100 years. Well I think we would all agree that our population has changed over that time. So why not include something to reflect that we have several Black families living here now. There are many from Jamaica yes but that is not the only Nationality represented here among our Black population. The fact that we are on the land of Mi'kma'ki as well so how could we not honour that by recognizing that in a mural that is at least 5 stories high? With AVFN so close to our town and the fact that we fly the Mi'Kmaq Grand Council Flag a few times a year it was a fairly large oversight. What about our queer community? We have several families in town who identify as LGBTQ, where were they represented on the mural? These things need to be talked about openly with individuals from the above-mentioned communities or this "White Washing" will just continue. My intent is not to offend anyone and after speaking with a member of the Berwick mural society, their solution was to invite my friend who is Mi'Kmaq to join the mural society and for me to join as well. But you know what? I won't be a token person on any committee. Had I been asked from the beginning to be part of the community because they felt it would be great to have diversity around the table in an attempt to provide inclusive opportunities in our town than great, but I felt like it was more of a token gesture where the feeling was more of, ok let's invite her so she will stop questioning us on social media and we can just keep her quiet. I am not interested in being in a role like that. I have more dignity and respect for myself than that. I don't want to be looked at as the expert on all things Black. I want to be invited to sit at the table because my opinion is valued and yes I am from an identified group but I'm not just a quota to fill. I hope this makes sense by using the example above. I am not bashing the Berwick Mural Society at all. I used the example because the members of that society are predominately White males with the exception of a female member. These are highly educated individuals who are members of this society but they only have one lived experience to tell and that is White. Have a look at the latest mural of the apple industry in Berwick. Do you see any Black Faces included in the mural? The Society states their intent is to promote the heritage and culture of Berwick. Have you seen the abundance of Jamaican Workers who are performing farm work on our local orchards? This again would be an afterthought for someone who does not have the experience of looking through a more diverse lens. It's time for change. Our town needs it and I want my children to grow up in a town that I can say I'm proud to live in. It's a beautiful town with lots of great aspects, but even after living here for 15 years I can't stay definitely that I am proud yet. So, let's make these words be said by me and residents who are from marginalized groups. Thank you for reading this. I hope I gave you some things to think about to question your own perspective and do the work that needed to make this happen. Make no mistake, we all have bias in one way or another but let's work together to have open discussions so that we can create positive change. When we know better we do better, so let's get to work on the knowledge so the action will follow!

I have been here in Berwick for a year now and I had no idea if it had its own councillors or mayor. I think if council was doing a good job they would be more visible and I would have had

some clue they even existed. Sorry to sound harsh but if they are invisible are they doing their jobs?

I really would like to have ONE councillor representing my section of town. I would be able to send my comments to that particular person, who would forward them to the appropriate councillor or committee that is likely to do something about each specific item, and give me feedback. The way it is now, I never know to whom to address my concerns.

CONFIDENTIAL

MEMORANDUM

To: Town Council
From: Jen Boyd, CAO
Date: December 13, 2022
Subject: Holiday Policy/Decision

References/Attachments

- Town of Berwick Holiday Policy, July 14, 2015
- Town Council Minutes, December 14, 2021

Background

At the December 14, 2021 Town Council meeting, Council discussed the closure of Town Hall between Christmas and New Year's and granting those days to staff at regular pay. The minutes noted the following:

Traditionally, Town approves a Holiday Break for staff at the Council meeting preceding the Holidays. There is no existing policy or by-law for this, and it is instead tabled each year. Discussion ensued that this was the best way to handle this matter.

It was MOVED and seconded THAT Council approve administrative Town Staff have a holiday break from December 25, 2021 through January 3, 2021. Town Hall will reopen for business Tuesday January 4.

Upon further investigation, Town Council approved a revision to the Town's Holidays Policy on July 14, 2015 that added "the week between Christmas and New Year's" to be a recognized holiday and observed with pay.

The number of days between Christmas and New Year's is always three working days. The other days are already statutory holidays: Christmas Day, Boxing Day and New Year's Day.

The practice for Public Works and Berwick Electric is as follows: if they are called in to work during any of the three "working days" and it is during regular working hours they will be paid regular time. Any call outs outside of those days/hours would be in accordance to their respective collective agreements.

In addition, technology allows Town Hall staff to check email during those regular working days and respond if there is an emergency situation. Otherwise, it would wait to be addressed when staff return to work in the new year.

Approximate cost for the three days at regular pay for the Town of Berwick is \$12,700 (including benefits) and \$3,500 for Berwick Electric (including benefits). Any savings from operations is not included in the approximate costs.

THE TOWN OF BERWICK

POLICY STATEMENT

Page 1 of 2

Policy # 4.003

HOLIDAYS	Effective Date: September 14, 1999	Revision Date: July 14, 2015
<p>Purpose</p> <p>To establish the recognized Holidays for employees of the Town of Berwick.</p> <p>Objectives</p> <p>The objectives of the Holiday Policy will be to:</p> <ol style="list-style-type: none"> 1. State the number of paid days honored by the Town each year; 2. define who is eligible for holiday pay; 3. determine compensation for holiday work. <p>Policy</p> <p>It shall be the policy of The Town of Berwick that the following recognized holidays shall be observed with pay:</p> <ul style="list-style-type: none"> • New Year's Day • Good Friday • Easter Monday • Victoria Day • Canada Day • First Monday in August • Labour Day • Thanksgiving Day • Remembrance Day • Christmas Day • Boxing Day • The week between Christmas and New Year's <p><u>Substitution</u></p> <p>In the event that a Holiday falls on a Saturday or Sunday, then either the preceding Friday or the succeeding Monday will be observed.</p>		
Authority: Council Date: September 14, 1999		Ref. Form:

THE TOWN OF BERWICK
POLICY STATEMENT

		Page 2 of 2
		Policy # 4.003
HOLIDAYS (continued)	Effective Date: September 14, 1999	Revision Date: July 14, 2015
<p><u>Eligibility for Pay</u></p> <p>Employees shall be paid for the above holidays provided:</p> <ul style="list-style-type: none"> • they have worked the regularly scheduled shift of work immediately preceding and immediately following the holiday. A sick day or a vacation day is to be considered as a day worked; and • they have received, or are entitled to receive, pay for at least fifteen days during the thirty calendar days immediately preceding the holiday. <p><u>Pay</u></p> <p>Employees who are eligible for holiday pay will be paid in the following manner:</p> <p>Employees who do not work on a holiday will receive pay equivalent to the amount they would have received for the normal hours of work.</p> <p>Employees who do work on a holiday shall be paid the amount they would otherwise have received for that holiday, unless a substitute day off with pay is arranged, plus one and one-half times their regular rate of wages for the time actually worked.</p> <p>Part-time and Casual employees who do not work regular scheduled hours and do not work on a holiday will receive holiday pay equivalent to the average of their daily earnings, exclusive of overtime, for the days they worked in the four (4) week period immediately preceding the week in which the holiday occurs.</p>		NOTES:
Authority: Council Date: September 14, 1999		Ref. Form:

To: CAOs and Managers of MEUs

Submitted by: Aaron Long, GM, AREA

Date: Thursday, December 01, 2022

Subject: Recommended MEU Wholesale Supply Options for 2023

Summary

AREA presented wholesale supply options to Town Councils in late August 2022 comprising of (i) continued supply from NBPower at a price of \$170/MWh and (ii) return to NSPI's Municipal Tariff. Town Councils recommended that AREA staff negotiate with NSPI on option (ii) for the supply of electricity above the deliveries from the Ellershouse Wind Farm.

AREA staff, working collaboratively with MEU staff, have recently confirmed that NSPI will serve such requirements above the wind farm deliveries in a manner deemed acceptable by MEU and AREA staff. This process was somewhat delayed given that NSPI is running its General Rate Application and by the introduction of Bill 212. Given that NSPI's proposed 2023 rates do not fully recover fuel expenses, there will be significant cost deferrals associated with taking wholesale supply from NSPI using the Municipal Tariff but this option best manages 2023 cost implications for MEU end users. Taking NSPI supply for 2023 is also perceived to have a lower regulatory risk of cost recovery for the MEUs. Import prices have increased since August 2022. AREA recommends that each MEU/Town adopt a motion to return to NSPI's Municipal Tariff for 2023.

Similar to wholesale electricity purchasing strategies deployed before 2020, AREA will continue to evaluate opportunistic supplies as they arise in 2023 and transact when value presents to the MEUs. AREA and MEU staff will continue to evaluate 2024 supply options and report to each MEU with conclusions at the appropriate times in 2023.

Recommendations

1. That each MEU/Town adopt a motion to return to NSPI's Municipal Tariff for 2023 for supplies required above the deliveries from the Ellershouse Wind Farm.
2. That each MEU/Town direct AREA staff to notify NSPI of the MEU's intention as per Recommendation #1 and for AREA staff to manage supplies and communications with NSPI to affect Recommendation #1 while optimizing the supplies from the Ellershouse Wind Farm.
3. That each MEU/Town direct MEU staff to collaborate with AREA staff to continue to source clean and cost-effective wholesale electricity supplies as they opportunistically arise throughout 2023 and evaluate opportunities for 2024 wholesale supply.