



Village of New Minas
Commission Meeting
October 15, 2024 @ 7:00 PM
Commission Room, LMCC
New Minas, Nova Scotia
AGENDA

1. Call to Order
2. Approval of the Agenda
3. Disclosure of Conflict of Interest
4. Approval of Minutes:
 - a. September 9, 2024 Village Commission Meeting
5. Business Arising from Minutes:
 - a. September 9, 2024 Village Commission Meeting
6. Comments from the Chair
7. Public Input Specific to Agenda Topics
8. Committee Reports:
 - a. Beautification Committee — Report and draft minutes included in package
 - b. Finance & Audit Committee — No meeting since last report
 - c. Joint Accessibility Advisory Committee — Draft minutes included in package
 - d. New Minas Water Commission — Draft minutes included in package
 - e. Regional Sewer Committee — No meeting since last report
9. Staff Reports:
 - a. Clerk Treasurer/CAO — Report included in package
 - b. Director of Public Works — Report included in package
 - c. Manager of Finance — Report included in package
 - d. Director of Recreation & Community Development — Report included in package
10. New Business:
 - a. Second Reading — Update to Sewer By-Law
 - b. Village Infrastructure Capital Enhancement (VICE) Program
11. Correspondence:
 - a. Elementary School Concerns
12. Other Business
13. General Public Input
14. Adjournment



Village of New Minas
Commission Meeting
October 15, 2024 @ 7:00 PM
Commission Room, LMCC
New Minas, Nova Scotia
AGENDA

4. Approval of Minutes



Village of New Minas
Commission Meeting
September 9, 2024 @ 7:00 PM
Commission Room, LMCC
New Minas, Nova Scotia
DRAFT MINUTES

Commissioners Present:

- Dave Chaulk, Chair
- James Redmond, Vice Chair
- Mary Munroe
- Quentin Hill
- Debra Windle-Smith

Commissioners Absent:

- None

Staff Present:

- Tim Bouter, Clerk Treasurer/CAO

Others Present:

- Kevin Davison, Kings County District 8 Councillor
- Maynard Stevens
- Christina Sappington
- Donna Randell (via Zoom)

1. Call to Order:

Dave Chaulk called the meeting to order at 7:00pm, welcoming those in attendance.

2. Approval of the Agenda:

Motion:

THAT the Agenda for the September 9, 2024 Commission Meeting be approved as circulated.

M/Quentin Hill

S/James Redmond

Motion Carried

3. Disclosure of Conflict of Interest:

No conflicts of interest were declared.

4. Approval of Minutes:

- a. July 8, 2024 Village Commission Meeting

Motion:

THAT the Minutes for the July 8, 2024 Village Commission Meeting be approved as circulated.

M/Quentin Hill

S/James Redmond

Motion Carried

5. Business Arising from Minutes:

- a. July 8, 2024 Village Commission Meeting

There was no business arising from the July 8, 2024 minutes.

6. Comments from the Chair:

The Chair had no comments.

7. Public Input Specific to Agenda Topics:

There was no public input.

8. Committee Reports:

- a. Beautification Committee

Mary Munroe provided a verbal summary of the draft minutes included in the September 9, 2024 Commission agenda package.

Motion:

THAT the draft minutes for the Beautification Committee be received as included in the September 9, 2024 Commission agenda package and as verbally summarized by Mary Munroe.

M/Mary Munroe

S/James Redmond

Motion Carried

- d. New Minas Water Commission

James Redmond provided a verbal summary of the draft minutes included in the September 9, 2024 Commission agenda package.

Motion:

THAT the draft minutes for the New Minas Water Commission be received as included in the September 9, 2024 Commission agenda package and as verbally summarized by James Redmond.

M/James Redmond
S/Quentin Hill
Motion Carried

e. Regional Sewer Committee

James Redmond provided a verbal summary of the draft minutes included in the September 9, 2024 Commission agenda package.

Motion:

THAT the draft minutes for the Regional Sewer Committee be received as included in the September 9, 2024 Commission agenda package and as verbally summarized by James Redmond.

M/James Redmond
S/Quentin Hill
Motion Carried

9. Staff Reports:

The Clerk Treasurer/CAO provided a verbal summary of the following written reports included in the September 9, 2024 Commission agenda package:

- a. Clerk Treasurer/CAO — Report included in package
- b. Manager of Finance — Report included in package
- c. Director of Recreation & Community Development — Report included in package

Motion:

THAT the Staff Reports be received as included in the September 9, 2024 Commission agenda package and as verbally summarized by the Clerk Treasurer/CAO.

M/James Redmond
S/Mary Munroe
Motion Carried

10. New Business:

- a. Update to Non-Union Salary Administration Policy

The Clerk Treasurer/CAO presented the recommended changes to the Non-Union Salary Administration Policy included in the September 9, 2024 Commission agenda package.

Motion:

THAT the amendments to the Non-Union Salary Administration Policy be approved as included in the September 9, 2024 Commission agenda package.

M/Quentin Hill

S/James Redmond

Motion Carried

b. Update to Water and Sewer Services Policy

The Clerk Treasurer/CAO presented the recommended changes to the Water and Sewer Services Policy included in the September 9, 2024 Commission agenda package.

Motion:

THAT the amendments to the Water and Sewer Services Policy be approved as included in the September 9, 2024 Commission agenda package.

M/James Redmond

S/Quentin Hill

Motion Carried

c. Update to Sewer By-Law

The Clerk Treasurer/CAO presented the recommended changes to the Sewer By-Law included in the September 9, 2024 Commission agenda package.

Motion:

THAT first reading be given to the amendments to the Sewer By-Law as included in the September 9, 2024 Commission agenda package.

M/Quentin Hill

S/James Redmond

Motion Carried

11. Correspondence:

There was no correspondence.

12. Other Business:

New Minas Housing Association — Mary Munroe provided an update on the Highbury Housing project, which is moving forward this fall or next spring.

New Minas Business Association — Mary Munroe reported positive progress on this initiative. The renewal has been submitted and fees have been paid. Director list to be updated.

Mayoral Forum — The Annapolis Valley Chamber of Commerce will be hosting a mayoral forum on September 24 from 6:30 to 8:30 at the Coldbrook & District Lions Club. Registrations and questions can be submitted through the Annapolis Valley Chamber of Commerce website.

Douglas Street Park Update — The Clerk Treasurer/CAO provided an update on this project. The lease with the County has been signed, and the developer has installed new culverts that allow for infill of the lots. This work is ongoing, and will allow for a better grade from the access point into the trail. Next steps will be to work out the details for approval with the County, followed by a contract for the trail construction.

13. General Public Input:

Comments from the public were as follows:

Kevin Davison:

- Playgrounds in Golfview and Meadow Terrace complete, with a few minor adjustments to be completed.
- Left hand turning lane to be installed on Jones Road.
- Major road washout has been repaired in Golf View subdivision.

Christina Sappington:

- Celebration Days was great!
- Sustainable tourism provides opportunities with the history of New Minas.

Maynard Stevens:

- Disappointed with attendance for Celebration Days. Could be promoted more and scheduled for a weekend without other events in neighbouring municipal units.

Donna Randell:

- Requested that the Village Commission fly the Poppy Flag under the Canadian flag for Remembrance Day. The Chair stated that the Commission had made a consensus decision last year not to alter from the current flags, and that any changes from this consensus would need to be initiated by a commissioner at a future meeting.

14. Adjournment:

There being no further business, Dave Chaulk called for a motion to adjourn at 8:05pm.

Motion:

THAT the meeting be adjourned.

M/James Redmond

S/Quentin Hill

Motion Carried



Village of New Minas
Commission Meeting
October 15, 2024 @ 7:00 PM
Commission Room, LMCC
New Minas, Nova Scotia
AGENDA

8. Committee Reports

Information Report (Agenda Item 8.a.)

To: Village Commission

By: Mary Munroe, Village Commissioner

Meeting Date: October 15, 2024

Subject: Beautification Committee Report



Beautification Committee Report

Beautification Committee Meeting — October 3, 2024

The New Minas Beautification Committee met on October 3rd for our regular bimonthly meeting, postponed from September 18th.

We welcomed Cory Palmer to the Committee and after introductions we did a quick overview of the role of the Committee.

Due to time constraints the planned visioning process has been deferred to 2025. The meeting focused on the multiple projects that are to be completed this fall since our municipal grant funding has been approved. The extra funding allows for the expanded scope of this year's projects.

Tim Bouter and Cory Palmer presented new options for the design of the Founding Fathers Park. The work will include relocating the expanded parking spaces as well as the accessible walkway, due to operational and budgetary considerations. The Committee supported the changed plans. Trees that need to be removed there will be done by a professional arborist.

John Ansara will order our new street banners after an inventory of our seasonal and Christmas ones is completed. The goal is to have banners displayed on the whole length of our Commercial Street with a few extras as backups in case of damage.

Plans are in place to purchase lights and electrical upgrades as the first phase of wintery decorations to make the sledding hill area a community attraction. The project is planned for completion by November 2025.

Cory Palmer will discuss warranty with the supplier of our cherry trees to follow up on the tree failures at Crescent Corner Pocket Park.

The next regular meeting of the Beautification Committee is scheduled for November 20th at 10:30am at the LMCC and via Zoom.

Respectfully submitted,

Mary Munroe, Chairperson

On behalf of the New Minas Beautification Committee



Village of New Minas
Beautification Committee
October 3, 2024 @ 10:30 AM
Commission Room, LMCC
New Minas, Nova Scotia
DRAFT MINUTES

Members Present:

- Mary Munroe, Commission Member & Chair
- Debra Windle-Smith, Commission Member
- Donna Randell, Citizen Member
- Agnes Wojt, Citizen Member (via Zoom)
- John Ansara, Director of Recreation & Community Development
- Cory Palmer, Director of Public Works

Members Absent:

- None

Staff Present:

- Tim Bouter, Clerk Treasurer/CAO

Others Present:

- None

1. Call to Order:

The Chair called the meeting to order at 10:31am, welcoming those in attendance.

2. Approval of the Agenda:

Motion:

THAT the Agenda for the October 3, 2024 Beautification Committee Meeting be approved as circulated.

M/ Debra Windle-Smith

S/ John Ansara

Motion Carried

3. Approval of Minutes:

- a. July 17, 2024 Beautification Committee Meeting

Motion:

THAT the Minutes for the July 17, 2024 Beautification Committee Meeting be approved as circulated.

M/ Donna Randell

S/ Debra Windle-Smith

Motion Carried

4. Business Arising from Minutes:

a. July 17, 2024 Beautification Committee Meeting

There was no business arising from the July 17, 2024 minutes.

5. Comments from the Chair:

The Chair commented on the fall visioning exercise that the Committee discussed in July. Due to time constraints, the Committee will focus on budgeting for next fiscal year this fall, and the visioning exercise will take place in 2025.

6. Capital Projects:

a. Founding Fathers Park

Tim Bouter and Corey Palmer provided an update on the Founding Father's Park, outlining proposed changes to the design for operational reasons and to save cost. The parking will be expanded on the east side instead of the west, and the trail will hug the curves of the existing flower beds. The tree cutting will be completed by a professional arborist.

b. Banners

Following an inventory of the existing signs, John Ansara to order additional seasonal and Christmas banners in October.

c. Lighting and Decorations

John Ansara provided an update on the plan for lighting and decorations for Lockhart Ryan Park. Purchasing of materials and electrical upgrades will be completed this fiscal year, in preparation for implementation in November 2025. The priority will be lights and "wintery" decorations to make the sledding hill area a community attraction.

d. Trees

Corey will be discussing warranty with Blomidon Nurseries regarding the cherry tree that has died in Crescent Park east.

9. Other Business

There was no other business.

10. Next Meeting Date:

- a. November 20, 2024

The next meeting is scheduled for Wednesday November 20, 2024 @ 10:30am at the LMCC and via online video conference (Zoom).

11. Adjournment:

There being no further business, the Chair called for a motion to adjourn at 11:45am.

Motion:

THAT the meeting be adjourned.

M/ Donna Randell
S/ Debra Windle-Smith
Motion Carried

JOINT ACCESSIBILITY ADVISORY COMMITTEE & DIVERSITY KINGS COUNTY

Wednesday, September 11, 2024

Draft Minutes

Meeting, Date and Time

A meeting of the Joint Accessibility Advisory Committee (JAAC) and Diversity Kings County (DKC) was held on Wednesday, September 11, 2024, in Council Chambers at 181 Coldbrook Park Drive.

Attending

JAAC Members

Councillor Lexie Burgess – District 2 (also a member of DKC)
Andy Vermeulen – Commissioner, Village of Canning
Crystal McCormack – Citizen Member: Central
John DeCoste – Commissioner, Village of Aylesford
Michael Keith – Commissioner, Village of Cornwallis Square
Mike Bishop – Commissioner, Village of Kingston
Quentin Hill – Commissioner, Village of New Minas
Robert Sealby – Commissioner, Village of Greenwood (until 8:00 pm)
Shelley Hopkins – Citizen Member

DKC Members

Councillor Jennifer Ingham – Town of Wolfville (via Microsoft Teams until 8:00 pm)
Cristian Quirivan – Citizen Member: Newcomer seat
Devon Adams – Citizen Member: African NS seat
Heather Morse – Town of Berwick Representative

Municipal Staff

Brittany Traynor – Manager of Community Development (via Microsoft Teams)
Graysen Parker – Diversity Specialist
Katie MacArthur – Accessibility Coordinator
Lucy Ofori – Diversity Specialist
Samuel Lopez Matos – Inclusive Communities Summer Intern

Terry Brown – Manager of Inspection & Enforcement Division

Joanna McGrath – Recording Secretary

Laurie-Ann Clarke – Recording Secretary

Regrets

Alan Price – JAAC Citizen Member: West

Doug Ralph – JAAC Citizen Member (Vice Chair)

Mary Fox – JAAC Citizen Member (Chair)

Ryan Hutt – JAAC Citizen Member

Absent

Andy Nette – JAAC Commissioner, Village of Port Williams

Councillor Gillian Yorke – Town of Kentville

Councillor June Granger – District 1

Dino Wamboldt – JAAC Citizen Member: East

Tammy Sampson – DKC Citizen Member: At Large

Guest

Julie Glaser – Association of Municipal Administrators
Nova Scotia

Public

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1. Call to Order

Councillor Burgess, Acting Chair, called the meeting to order at 7:15 pm.

2. Roll Call

Attendance was taken by the Recording Secretaries.

3. Amendments to the Agenda

None

4. Approval of the Agenda

On motion of Commissioner Bishop and Commissioner Hill, that the Joint Accessibility Advisory Committee approve the September 11, 2024 agenda as circulated.

The question was called on the motion. Motion carried.

5. Disclosure of Conflict of Interest Issues

There were no conflict of interest issues disclosed.

6. Business

- a. Introductions** Members of each committee and Municipal staff introduced themselves.
- b. Presentation** Julie Glaser, Manager of Accessibility, Equity, Anti-Racism Program for the Association of Municipal Administrators made a presentation via Microsoft Teams.
- c. Inclusive Communities Intern Summer presentation** Samuel Lopez Matos, Inclusive Communities Summer Intern, gave a presentation on their internship with the Municipality of the County of Kings.
- d. Upcoming Events – Diversity and Accessibility** Graysen Parker, Diversity Specialist, advised on Diversity events including the Multicultural Festival and the 3rd Annual Party in the Park.
- Katie MacArthur, Accessibility Coordinator, advised on upcoming Accessibility events including Disability Employment Awareness Month (October) and International Day for Persons with Disabilities (December 3, 2024).
- e. Strategy for Belonging – Work Plan Progress** Ms. Parker and Lucy Ofori, Diversity Speciality, presented an update on the Strategy for Belonging workplan.
- f. Accessibility Plan Update** Ms. MacArthur reviewed some of the feedback received through the Accessibility Plan Community Engagement process.

7. Other Business

There was no other business arising.

- 8. Roundtable** Members of JAAC and DKC were invited to share during the roundtable.

- 9. Correspondence** There was no new correspondence.

- 10. Public Comments** None

- 11. Date of Next Meeting** The next meeting of the Joint Accessibility Advisory Committee will be held on Wednesday, December 11, 2024.

The next meeting of Diversity Kings County will be held on Monday, October 7, 2024.

- 12. Adjournment** **There being no further business, the meeting adjourned at 8:53p.m.**

Approved by:
Joint Accessibility Advisory Committee

Day/Month/Year



Village of New Minas
New Minas Water Commission
September 24, 2024 @ 3:00 PM
Commission Room, LMCC
New Minas, Nova Scotia
DRAFT MINUTES

Members Present:

- James Redmond, Commission Member & Chair
- Dave Chaulk, Commission Member & Vice Chair
- Maynard Stevens, Citizen Member
- Bruce MacArthur, Citizen Member

Members Absent:

- Mary Munroe, Commission Member

Staff Present:

- Tim Bouter, Clerk Treasurer/CAO
- Cory Palmer, Director of Public Works
- Greg Messom, Utility Operator

Others Present:

- None

1. Call to Order:

The Clerk Treasurer/CAO called the meeting to order at 3:00pm, welcoming those in attendance.

2. Approval of the Agenda:

Motion:

THAT the Agenda for the September 24, 2024 Water Commission Meeting be approved as circulated.

M/ Dave Chaulk

S/ Maynard Stevens

Motion Carried

3. Approval of Minutes:

- a. July 23, 2024 Water Commission Meeting

Motion:

THAT the Minutes for the July 23, 2024 Water Commission Meeting be approved as circulated.

M/ Bruce MacArthur

S/ Maynard Stevens

Motion Carried

4. Business Arising from Minutes:

- a. July 23, 2024 Water Commission Meeting

There was no business arising from the July 23, 2024 minutes.

5. Comments from the Chair:

The Chair welcomed Cory Palmer to the Village of New Minas.

6. Staff Reports:

- a. Water Operations Report

The Utility Operator provided a verbal summary of the Water Operations Report circulated prior to the September 24, 2024 Water Commission meeting.

Motion:

THAT the Water Operations Report be received as circulated prior to the September 24, 2024 Water Commission meeting and as verbally summarized by the Utility Operator.

M/ Maynard Stevens

S/ Bruce MacArthur

Motion Carried

7. Capital Projects Update:

- The Forsythe Water Tower Refurbishment design has been completed. This project has gone to tender and will be closing on October 2.
- The Water Utility Service Truck has been received, and has been incorporated into the fleet.
- The Canaan Heights Booster Station safety improvements have been completed. The trailer mounted genset was received in September, and electrical modifications allowing “quick connects” to the booster station and one of the production wells will be scheduled for this fall.
- Water meter purchases are ongoing.

8. Source Water Protection Plan:

The Clerk Treasurer/CAO informed the Water Commission that the updates to the Source Water Protection Plan have been completed by CBCL. A meeting of the Source Water Protection Committee is being scheduled for October for discussion and approval.

9. Correspondence:

There was no correspondence.

10. Other Business:

There was no other business.

11. Public Input:

There was no public input.

12. Adjournment:

There being no further business, the Chair called for a motion to adjourn at 3:20pm.

Motion:

THAT the meeting be adjourned.

M/ Dave Chaulk

S/ Maynard Stevens

Motion Carried



Village of New Minas
Commission Meeting
October 15, 2024 @ 7:00 PM
Commission Room, LMCC
New Minas, Nova Scotia
AGENDA

9. Staff Reports

Information Report (Agenda Item 9.a.)

To: Village Commission

By: Tim Bouter, Clerk Treasurer/CAO

Meeting Date: October 15, 2024

Subject: Monthly Report — Clerk Treasurer/CAO



Monthly Report — Clerk Treasurer/CAO

Summary:

There have been numerous challenges around staffing over the summer and early fall. The Recreation and Finance Departments are back at full staffing, and the goal is for the Public Works Department to be fully staffed by mid-November.

The Forsythe Water Tower Refurbishment tender has closed. The following tenders were received:

- **Allsteel Coatings Ltd.:** Total Estimated Contract Price of \$2,417,731.47 including all taxes
- **Corrcoat Services Inc.:** Total Estimated Contract Price of \$1,844,729.49 including all taxes

These tenders are being reviewed for mathematical checks and compliance. A recommendation will be brought to the New Minas Water Commission for approval on October 22.

The Finance and Audit Committee is meeting on October 16. The Q2 Variance Reports will be reviewed, now that we have passed the half-way mark in the fiscal year. Internal budgeting for 2025/26 will commence later this fall, in preparation for February budget deliberations.

Highlights of the Past Month:

- Attended the annual general meeting and conference for the ANSV from September 20-21.
- Forsythe Water Tower Refurbishment tender closed on October 2.

Regularly Scheduled Meetings:

In the past month, I attended the following regularly scheduled meetings:

- Collective meetings with Department Heads (weekly on Tuesdays)
- Individual meetings with Department Heads (weekly)
- Village Commission (September 9)
- Beautification Committee (October 3)
- Water Commission (September 24)

Other Notable Meetings:

- Municipal/Village Meeting (September 18)
- Canada Housing Infrastructure Fund Meeting (October 1)

Professional Development:

- Volunteering as a mentor for Engineers Nova Scotia
- PMP training — ongoing

Information Report (Agenda Item 9.a.)

To: Village Commission

By: Tim Bouter, Clerk Treasurer/CAO

Meeting Date: October 15, 2024

Subject: Monthly Report — Clerk Treasurer/CAO

**Outlook for Next Month:**

The planned focus for the next month will be as follows:

- Commission and Committee meetings
- Department Head meetings (collective and individual)
- Capital Projects
- Finance:
 - Bank reconciliations
 - Accounts payable
 - Invoicing and receivables
 - Payroll (bi-weekly)

Sincerely,

A handwritten signature in black ink that reads "Tim B".

Tim Bouter, P. Eng.

Clerk Treasurer/Chief Administrative Officer

t 902-681-0430 | e timb@newminas.com

Village of New Minas

9489 Commercial Street

New Minas, NS B4N 3G3

newminas.com

Information Report (Agenda Item 9.b.)

To: Village Commission

By: Cory Palmer

Meeting Date: October 15, 2024

Subject: Monthly Report — Director of Public Works



Monthly Report — Director of Public Works

Introduction:

I am a 19-year resident of New Minas with a wife and 2 children. My children have spent all their childhood in New Minas. My work experience includes managing people, projects, maintenance activities, and significant knowledge of water and sewer equipment. I have also been a past member of the Regional Sewer and Technical Committee. I look forward to my new career with the Village of New Minas.

Started my 4th week of work, it has been a great experience to date and getting an understanding of the Public Works regular duties and responsibilities. Looking forward to working with the staff and preparing for the winter months.

Staff Update:

We have hired one replacement staff that is starting October 16, and we are currently looking for a second laborer. We are anticipating being fully staffed and trained for the winter season.

Current Task/Projects:

- Planters have been removed for the winter months.
- Hydrant flushing will be conducted from October 7 to 28.
- Finishing shutting down the soccer fields and splash pad. The baseball field is still being used.
- Preparing for the parade, light decorating and banner change in November.
- Commencing beautification project in Founding Fathers Park.
- Inspecting and completing maintenance on snow plowing equipment.
- Water meter reads were completed, and bills have been sent out.

Long-Term Projects:

- Bids for the water tower refurbishment have been received and the review is currently being conducted

Meetings:

- Water Commission meeting
- Beautification meeting
- Occupational Health and Safety meeting
- Weekly managers meeting

Information Report (Agenda Item 9.b.)

To: Village Commission

By: Cory Palmer

Meeting Date: October 15, 2024

Subject: Monthly Report — Director of Public Works

**Professional Development:**

- Zach is continuing to prepare for his water operator tests.
- We will be completing training on the new towable generator in upcoming weeks to prepare for the winter months.
- We will be scheduling training for the new employees for proper onboarding.

Outlook for Next Month:

- Clean up of yard at Lockhart Ryan Park and Jones Road.
- Change street banners between November 12 – 16.
- Install lights throughout the parks.
- Get tree up and decorated.
- Evaluate and provide recommendations of water tank refurbishment.
- Get salt contract signed for winter supply.
- Founding Fathers Park beautification project

Information Report (Agenda Item 9.c.)

To: Village Commission

By: Shelly Palmer, Manager of Finance

Meeting Date: October 15, 2024

Subject: Monthly Report — Manager of Finance



Monthly Report — Manager of Finance

Summary:

The Finance Department has experienced personal loss in the past month, and we are supporting each other to help get through a challenging time. September's water bills were sent out October 1st.

Current Tasks/Projects:

- August's General Operating & Capital bank reconciliations are completed, hoping to have September's completed by the end of October.
- Second Quarter Due to/from and HST, is completed by the end of this week.

Budget Update:

Property Taxes	Budgeted	Collected Year to Date August 31
• Residential	\$1,342,749	\$1,362,409.29
• Commercial	\$980,142	\$941,253.05
• Resource	\$8,270	\$6,203.78
Sewer	Budgeted	Collected Year to Date August 31
• Usage Charges	\$780,000	\$357,434.28
Water	Budgeted	Collected Year to Date August 31
• Metered Sales	\$845,000	\$352,624.07
• Sprinkler Service	\$4,925	\$2,548.39

Professional Development Summary:

- Tanisha and I are planning to attend the AMTC conference at the Inverary Resort, in Baddeck, from October 9-11. This will be my last conference and Tanisha's first one.

Outlook for Next Month:

- Bank reconciliations
- Accounts payable
- Invoicing and receivables
- Payroll (bi-weekly)
- CRA remittance, Union fees and Pension
- RBC Pension
- PAD, tax and water

Information Report (Agenda Item 9.d.)

To: Village Commission

By: John Ansara, Director of Recreation & Community Development

Meeting Date: October 15, 2024

Subject: Monthly Report — Director of Recreation & Community Development



Monthly Report — Director of Recreation & Community Development

Summary:

- Most bike racks installed, bike repair station to be installed in the fall.
- A walking audit of Commercial Street/Jones Road/Harvest Moon Trail took place on October 2nd at 10 AM. Information gathered to be used to update and guide accessibility projects
- Planning to host an in person walk leader training at the LMCC on September 19th from 9 AM-12 PM.
- Pole walking demonstration and guided walk took place on September 20th from 10 AM-11:30 AM.
- Playboxes have been installed and loaded with toys and equipment
- Iron Leaf Disc Golf Tournament and 3 on 3 Basketball tournament on same weekend in September. Both events were very well received and considered huge successes
- Accessibility Working Group had first meeting

Current Tasks/Projects:

- Parade of Lights Planning
- Various Beautification projects
- Old Rec Office

Long-Term Projects:

- Beautification
- Parks and Playgrounds
- Douglas St Park development
- Accessibility Working Group

Meetings:

- Valley Rec
- Accessibility Working Group
- Annual CCTH Check in re: MPAL position

Professional Development Summary:

- NA

Information Report (Agenda Item 9.d.)

To: Village Commission

By: John Ansara, Director of Recreation & Community Development

Meeting Date: October 15, 2024

Subject: Monthly Report — Director of Recreation & Community Development

**Outlook for Next Month:**

- Spring Programs
- After School Programs
- Accessibility
- Capital planning for next year



Village of New Minas
Commission Meeting
October 15, 2024 @ 7:00 PM
Commission Room, LMCC
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AGENDA

10. New Business

By-law #3**VILLAGE OF NEW MINAS****Sewer By-law**

This By-law is made by the Village Commission of New Minas pursuant to *the Municipal Government Act*.

RESOLVED by the Village Commission of New Minas that the following be and the same is hereby enacted and the Clerk Treasurer be hereby instructed to forward the same to the Minister of Service Nova Scotia and Municipal Relations.

AND FURTHER RESOLVED by the Village Commission of New Minas that the existing Bylaw Number 3 is hereby repealed, and the following is substituted:

This By-law outlines controls for the discharge of pollutants to the sanitary sewer system. The objectives of the Bylaw are to:

- Protect the sewer collection system from corrosion, other damage, and obstruction.
- Protect the wastewater treatment process from upset.
- Protect the public, municipal workers, and property from hazardous conditions (such as explosions).
- Assist optimum wastewater system efficiency by preventing uncontaminated water from entering the system.
- Protect wastewater sludge quality, and
- Protect the environment from contaminants that are not removed by the public system.

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PART 1- DEFINITIONS

All words in this Bylaw shall have their usual English meaning, unless the context requires otherwise, whenever used in this Bylaw.

Accredited Laboratory — any laboratory accredited by an authorized accreditation body in accordance with a standard based on the Canadian Association for Environmental Analytical Laboratories (CAEAL) criteria.

Building — any dwelling, house, shop, store, office, factory, or part thereof, which is occupied or operated by some person or persons and which would require sewage services.

Building Service Connection — a sewer which is located on private property and which connects the building drainage system or the building sanitary conveniences to the sanitary sewer, storm sewer or combined sewer, or other places of disposal.

Biochemical Oxygen Demand (BOD) — the five-day BOD which is the determination of the molecular oxygen utilized during a five-day incubation period for the biochemical degradation of organic material (carbonaceous demand), and the oxygen used to oxidize inorganic material such as sulphides and ferrous iron, and the amount of oxygen used to oxidize reduced forms of nitrogen (nitrogenous demand).

Biomedical Waste — biomedical waste as defined in the appropriate federal and provincial statute or regulation as amended from time to time.

Slowdown Water — re-circulating water that is discharged from a cooling or heating water system for the purpose of controlling the level of water in the system or for the purpose of discharging from the system materials contained in the system, the further build-up of which would or might impair the operation of the system.

Building Code — the Building Code in force in the Village.

Building Service Connection — a sewer which is located on private property and which connects the building drainage system or the building sanitary conveniences to the sanitary sewer, storm sewer or combined sewer or other places of disposal.

Chemical Oxygen Demand or COD — the quantity of oxygen utilized in the chemical oxidation or

organic matter under standard laboratory procedure, expressed in milligrams per litre, according to “Standard Methods”.

Colour of a Liquid — the appearance of a liquid from which the suspended solids have been removed.

Combined Sewer — a sewer intended to function simultaneously as a storm sewer and a sanitary sewer.

Combustible Liquid — a liquid that has a flash point not less than 37.8 degrees Celsius and not greater than 93.3 degrees Celsius.

Commission — the Village Commission of New Minas.

Composite Sample — a volume of wastewater, storm water, uncontaminated water or effluent made up of three or more grab samples that have been combined automatically or manually and taken at intervals during the sampling periods.

Connection or Drain — that part or those parts of any pipe or system of pipes leading directly to a wastewater works.

Cooling Water — water that is used in a process for the purpose of removing heat and that has not, by design, come into contact with any raw material, intermediate product, waste product or finished product, but does not include blowdown water.

Dental Amalgam — a dental filling material consisting of an amalgam of mercury, silver, and other materials such as copper, tin or zinc.

Dental Amalgam Separator — any technology, or combination of technologies, designed to separate dental amalgam particles from dental operation wastewater.

Designated Sewer Officer — the ~~Superintendent~~Director of Public Works appointed by the Village of New Minas to administer, enforce, carry out observations and inspections and to take samples as prescribed by this bylaw, and his or her successors or his or her duly authorized representative.

Double Municipal Sewer Connection — a municipal sewer connection providing service to two or more premises.

Duplex — a building consisting of two residential units, located one on top of the other, which building is separated by open space from all other buildings and, without limiting the generality of the foregoing, includes any dwelling which was constructed as a single residential unit but in which the basement or upper story has been converted to form another separate residential unit, and whether or not access to the second story is gained internally or externally.

Engineer — the ~~Superintendent~~Director of Public Works, staff engineer of the Village, a consultant engineer engaged by the Village, or other authorized Village Public Works personnel.

Fuels — alcohol, gasoline, naphtha, diesel fuel, fuel oil or any other ignitable substance intended for use as a fuel.

Grab Sample — a volume of wastewater, storm water, uncontaminated water, or effluent of at least 100 millilitres which is collected over a period not exceeding 10 minutes.

Grease — total fat, oil and grease extracted from aqueous solution or suspension according to the laboratory procedures set forth in “Standard Methods”, and includes, but is not limited to, hydrocarbons, esters, oils, fats, waxes and high molecular fatty acids.

Ground Water — water beneath the earth's surface accumulating as a result of seepage.

Hauled Wastewater — waste removed from a wastewater system, including a cesspool, a septic tank system, a privy vault or privy pit, a chemical toilet, a portable toilet, recreation vehicle or a wastewater holding tank.

Hauled Waste — any waste which is transported to and deposited into any location in the Wastewater works, excluding hauled wastewater.

Hazardous Substances

- (a) Any substance or mixture of substances, other than a pesticide, that exhibits characteristics of flammability, corrosivity, reactivity or toxicity; and,
- (b) Any substance that is designated as a hazardous substance within the meaning of appropriate federal and provincial statute or regulation as amended from time to time.

Industrial — of or pertaining to manufacturing, commerce, trade, business or institutions as distinguished from domestic or residential.

Industry — any owner or operator of industrial or commercial premises from which there is a discharge of any matter directly or indirectly into a sanitary sewer, combined sewer or storm sewer of the Village.

Inspector — the ~~Superintendent~~ Director of Public Works appointed by the Village of New Minas or person authorized by the Village of New Minas to carry out observations, investigations, and inspections, and take samples on behalf of the Village, as may be required under this Bylaw.

Institution — a facility, usually owned by a government, operated for public purposes, such as schools, universities, medical facilities (hospitals, nursing stations, nursing homes), museums, prisons, government offices, military bases. Some of these facilities produce non-residential discharges to sewers from, for example, laboratories, chemical use, and industrial processes.

Large Commercial or Industrial User — any establishment which may, in the future, request to be connected into the Village of New Minas' Sewage System and which establishment expects to or does use .25 of a cubic metre or more of the Village's water supply, as registered on the establishment's water meter, in any given day, or, an establishment which expects to or does discharge a waste water whose strength in BODS, or whose content of suspended solids or grease, before any form of pre-treatment, exceeds the strength of domestic sewage;

Maintenance Access Point — an access point, such as a chamber, in a private sewer connection to allow for observation, sampling and flow measurement of the wastewater, uncontaminated water or storm water therein.

Matter — includes any solid, liquid or gas.

~~**Municipal Sewer Connection** — that part of any drain leading from the private sewer connection and connected to the municipal sewer and located within the limits of the public road allowance, or other public lands or public land interests held for sewage purposes.~~

Non-contact Cooling Water — water which is used to reduce temperature for the purpose of cooling, and which does not come into direct contact with any raw material, intermediate product other than heat, or finished product.

Owner — any owner, part owner, joint owner, tenant in common, and includes a trustee, executor, administrator, guardian, agent and mortgagee in possession, or other person having

the care or control of any land or building in case of the absence or disability of the person having title hereto.

Pathologic Waste — waste generated in a hospital or similar institution which contains human, or animal tissue altered or affected by disease, and instruments or other materials which may have come in contact with diseased tissue.

PCBs — any mono-chlorinated or polychlorinated biphenyl or any mixture of them or mixture that contains one or more of them.

pH — the logarithm to the base 10 of the reciprocal of the concentration of hydrogen ions in grams per litre of solution.

Phenolic Compounds — hydroxyl derivatives of benzene and its condensed nuclei, concentrations of which shall be determined by “Standard Methods”.

Person — an individual, association, partnership, corporation, municipality or an agent or employee of such a person.

Polluted — the altered physical, chemical, biological or anesthetic properties of the natural waters of the area, including change of the temperature, taste, or odour of the waters, or the addition of any liquid, solid, radio-active, gaseous or other substance to the waters or the removal of such substances from the waters, which will render or is likely to render the waters harmful to the public health, safety or welfare, or harmful or less useful for domestic, municipal, industrial, agricultural, recreational or other lawful uses or for animals, birds or aquatic life;

Pollution Prevention — the use of processes, practices, materials, products, or energy that avoids or minimizes the creation of pollutants and wastes, at the source.

Private Sewer Connection — ~~that part of any entire drain or system of drains, including drains or subsurface drainage pipe for surface or subsurface drainage of the land in or adjacent to a building, service lateral~~ lying within the limits of the private lands and public road right-of-way or other public lands or public land interests held for sewage purposes to the point of leading to a connection to the municipal public sewer connection.

Private Sewage Disposal System — all types of sewage disposal systems not directly connected to a municipal or approved central sewage system, including a privy and a septic tank with a disposal field.

Prohibited Waste — prohibited waste as defined in Section 9 of this Bylaw.

Properly Shredded Garbage — the wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in sewers, with no particles greater than one-half inch (12.7 millimetres) in dimension.

Provincial Regulations — the requirements and provisions of the Province of Nova Scotia contained in any Provincial Statute or in any Regulation or order made pursuant to the authority of any Statute of Nova Scotia.

Public Sewer — a sewer or drainage system constructed, purchased or otherwise acquired by the Village or the Municipality of the County of Kings, and maintained as a public sewer or drain, and includes the trunk main, ~~all laterals to the street/property line~~ and any sewage treatment plant connected thereto.

QP1 — a qualified person approved by the Department of the Environment to design or alter the design of an onsite sewage system.

Reactive Waste — A substance that:

- (a) Is normally unstable and readily undergoes violent changes without detonating.
- (b) Reacts violently with water.
- (c) Forms potentially explosive mixtures with water.
- (d) When mixed with water, generates toxic gases, vapours or fumes in a quantity sufficient to present danger to human health or the environment.
- (e) Is a cyanide or sulphide-bearing waste which, when exposed to pH conditions between 2 and 12.5, can generate toxic gases, vapours or fumes in a quantity sufficient to present danger to human health or the environment.
- (f) Is capable of detonation or explosive reaction if it is subjected to a strong initiating source or if heated under confinement.
- (g) Is readily capable of detonation or explosive decomposition or reaction at standard temperature and pressure; or
- (h) Is an explosive (Class 1) as defined in the regulations under the federal or provincial

statute or regulation as appropriate as amended from time to time.

Restricted Waste — restricted waste as defined in Section "10" of this Bylaw.

Sanitary Sewer — a sewer receiving and carrying waterborne wastes from residences, commercial buildings or premises, institutions, and industrial establishments, and to which storm, surface or ground waters are not intentionally admitted.

Semi-Detached Dwelling — a residential unit which is one side of a two-unit building, which building is divided vertically by a wall extending ground to roof and which building is separated by open space from other buildings, and which residential unit has an independent entrance.

Sewage — any liquid waste containing human, animal, vegetable, or mineral matter in solution or in suspension.

Sewage System — any works for the collection, transmission, treatment, or disposal of sewage, or any part of any such works.

Sludge — the accumulated suspended solids of sewage mixed with water, together which in concentration of any given constituent or in quantity of flow, exceeds more than one hundred times the average 24-hour concentration or flow for a period in excess of fifteen minutes.

Spill — a direct or indirect discharge into the wastewater works, storm sewer or the natural environment which is abnormal in quantity or quality in light of all the circumstances of the discharge.

Standard Methods — a procedure set out in "Standard Methods for the Examination of Water and Wastewater" published jointly by the American Public Health Association, American Water Works Association and Pollution Control Federation, current at the date of testing, or a procedure approved by an analyst of the Department of Environment.

Storm Sewage — a pipe, conduit, drain, open channel or ditch used for the collection and transmission of wastewater, storm water, surface runoff, or uncontaminated water, or any combination thereof.

Storm Water — water from rainfall, other natural precipitation, drainage or from the melting of snow or ice.

Subsurface Drainage Pipe — a pipe that is installed underground to intercept and convey subsurface water and includes foundation drainpipes.

Suspended Solids — solid matter in or on a liquid, which matter is removable by filtering.

TKN — total kjeldahl nitrogen.

Total PAHs — the total of all the following polycyclic aromatic hydrocarbons: 2 anthracene, benzo(a)pyrene, benzo(a)anthracene, benzo(e)pyrene, benzo(b)fluoranthene, benzo(j)fluoranthene, Benzo(k)fluoranthene, benzo(g,h,i)perylene, chrysene, dibenzo(a,h)anthracene, dlbenzo(a,i)pyrene, dibenzo(a,j)acridine, 7Hdibenzo(c,g)carbazole, dinitropyrene, fluoranthene, indeno (1,2,3- c,d)pyrene, perylene, phenanthrene, and pyrene;

Toxic Substance — any substance defined as toxic under the *Canadian Environmental Protection Act 1999*, as amended from time to time and within the meaning of provincial statute or regulation as appropriate and as amended from time to time.

True Colour Unit — the measure of the colour of the water from which turbidity has been removed.

Uncontaminated Water — any water, including water from a public or private water works, to which no matter has been added as a consequence of its use, or to modify its use, by any person, and may include cooling water.

User — the owner or occupant of property, which is serviced by, connected to, or makes use of the sewage system.

Village — the Village of New Minas

Waste Disposal Site Leachate — the liquid containing dissolved or suspended contaminants which emanate from waste (solid waste or garbage) and is produced by water percolating through waste or by liquid in waste.

Waste Radioactive Prescribed Substances — Uranium, thorium, plutonium, neptunium, and deuterium, their respective derivatives and compounds and such other substances as the *Atomic Energy Control Board* may by regulation designate as being capable of releasing atomic energy or as being requisite for the production, use or application of atomic energy.

Wastewater — the composite of water and water-carried wastes from residential, commercial, industrial or institutional premises or any other source.

Wastewater Sludge — organic solid material recovered from the wastewater treatment facility.

Wastewater Treatment Facility — any structure or thing used for the physical, chemical, biological, or radiological treatment of wastewater, and includes sludge treatment, wastewater sludge storage and disposal facilities.

Wastewater Works — any works for the collection, transmission, treatment and disposal of wastewater, stormwater, or uncontaminated water, including a combined sewer, sanitary sewer or storm sewer, or any part of such works, but does not include plumbing or other works to which the applicable Building Code applies.

Watercourse — an open channel, ditch, or depression, either natural or artificial, in which flow of water occurs either continuously or intermittently.

Year — the fiscal year of the Village.

PART 2-ADMINISTRATION

- (a) The Inspector appointed by the Village of New Minas or person authorized by the Village of New Minas may, upon production of their identification, carry out observations, investigations and inspections, and take samples on behalf of the Village, as may be required under this Bylaw.
- (b) Except as otherwise specifically provided in this Bylaw, all tests, measurements, analyses and examinations of sewage, its characteristics or contents shall be carried out in accordance with Standard Methods.

PART 3 - SEWER SERVICE BY THE VILLAGE COMMISSION OF NEW MINAS

When the Village Commission deems it necessary that a sewer or any part of a public sewer system, including, but not limited to treatment facilities, trunk sewers, drains and outfalls, or where the Village Commission deems it necessary that it acquire lands in any area or any portion of the Village or undertake construction for a sewer service purpose or purposes, the Commission may order by resolution and without the authorization of any petition of the owners, such sewer to be constructed and all the provisions of the Bylaw relating to and regulating the use of public

sewers in force in the Village be and are hereby made applicable to any sewer constructed by virtue of such resolution and pursuant to the Municipal Government Act.

PART 4- POWERS AND AUTHORITY OF INSPECTORS

Inspectors of the Village shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing, in accordance with the provisions of this Bylaw. Inspectors shall have the authority to inquire into any processes beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

(a) The Inspector has the authority to carry out any investigation reasonably required to ensure compliance with this Bylaw, including but not limited to:

- Inspecting, observing, sampling and measuring the flow in any private drainage system, wastewater disposal system, storm water management facility, and flow monitoring point.
- Determine water consumption by reading water meters.
- Test flow measuring devices.
- Take samples of wastewater, storm water, clear-water waste and subsurface water being released from a premises or flowing within a private drainage system.
- Collect and analyze samples of hauled wastewater coming to a discharge location.
- Perform on-site testing of the wastewater, storm water, clear-water waste and subsurface water within or being released from private drainage systems, pre-treatment facilities and storm water management facilities.
- Make inspections of the types and quantities of chemicals being handled or used on a premises in relation to possible release to a drainage system or watercourse.
- Investigate the premises where a release of prohibited or restricted wastes or of water containing prohibited or restricted wastes has been made or is suspected of having been made, and to sample any or all matter that in their opinion could have been part of the release.

(b) No person shall hinder or prevent the Inspector from carrying out any of their powers or duties.

PART 5 - CONSTRUCTION AND USE OF SEWERS

1. SEWER CONNECTIONS

- (a) Every owner of a building, the nearest part of which is not more than one hundred feet (100') from any portion of the Village's sewage system is required, at their expense, to connect and keep connected to the sewage system of the Village, any facilities in the said building discharging sewage, in accordance with the provisions of this Bylaw.
- (b) Such connection shall be made within a period of six months from notification given by the Village.
- (c) Each serviced site on the property must have a separate connection to the main, except as otherwise provided in this Bylaw, and must be located within the property boundary line.
- (d) Unless otherwise provided by these bylaws, an owner is liable for the entire cost of the ~~private sewer drain~~service lateral leading from ~~his~~their property to the point ~~at which the private sewer drain connects~~of connection to the public sewer, the connection costs thereof, as well as any construction deficiencies up to one year thereafter.
- (e) Where the Village or authorized inspector causes work to be done pursuant to these bylaws, the cost of the work, with interest at the rate determined by the Commission, by bylaw, from the date of the completion of the work until the date of payment, is a first lien on the property upon which, or for the benefit of which, the work is done.
- (f) Maintenance and replacement of the entire ~~line~~service lateral from the owner's private sewer drain to the point of connection at the main (including the connecting saddle) shall be the owner's responsibility.
- (g) Every owner of a building proposing to connect the same to the Village's sewage system shall first obtain a permit for such connection from the Village and shall, in their application for such permit, furnish to the Inspector such information as the Inspector may require from time to time respecting the proposed construction work.
- (h) Every owner of a building proposing to connect the same to the Village's Sewage system or is currently connected to the Village's sewage system shall be required to comply with the Village's **"Water and Sewer Services Policy"**.
- (i) Notwithstanding any other provision of these Bylaws, all sewer pipes, drains and connections shall comply with the requirements of the Building Code, as amended, and the Inspector may refuse to grant a permit for the construction of any such sewer pipe, drain, or connection that does not comply with the requirements of said Building Code.
- (j) On and after the enactment of the Bylaw, and its approval by the Minister of Service Nova Scotia and Municipal Relations, no person shall install a septic tank with respect to any building, the nearest portion of which is not more than one hundred feet (100') from any portion of the Village's sewage system, and no person shall continue to use a septic tank

with respect to any such building after the said building has been connected to the Village's sewage system.

- (k) Every owner shall install and maintain in good repair, at their expense, a suitable back-water valve in each connection to safeguard against any possible flooding from the sewage system.
- (l) Every owner is responsible to determine the grades required to connect to the sanitary sewer from the building to the main. The minimum acceptable grade should be 2%, unless otherwise authorized by the Inspector.
- (m) Every owner is responsible to expose the sewer service lateral for inspection by the Inspector.

2. INSTALLATION REQUIREMENTS

- (a) The installation requirements necessary before a connection to the public sewer is permitted are as follows:

- any building service connection shall, from a point three feet (.91meters) outside of the foundation of the house or building to the street line must be of the first quality materials, the pipe having a diameter of four to six inches (101.60-152.40 millimeters).
- Sewer line laterals must be not less than four (4) inches (101.60 millimeters) in diameter and should be PVC SDR 28, unless otherwise authorized by the Inspector.
- Any building requiring pumping services shall have pipe size and quality acceptable to the Inspector.

- (b) Sewer Line Separation

The sewer service line may be laid in a common ditch with the water line, but it must be buried at a lower elevation and at a minimum distance of twelve (12) inches (304.80 millimeters) away from the water line.

- (c) Underground electrical lines are not permitted in the same trench.

- (d) Backfilling, unless otherwise directed.

- The sewer line must be laid on a bed of compacted to 95% standard proctor density sand or approved fine gravel of not less than 6 inches (152.40 millimeters) in depth and not backfilled until inspected and approved by the Inspector.
- When backfilling is permitted by the Inspector, a topping of not less than six (6) inches (152.40 millimeters) of compacted sand or approved fine gravel must be laid over the sewer line before previously excavated backfill material is replaced into the trench to bring it up to grade to be determined by the contractor.
- Backfilling of trenches must not be undertaken until the installations are inspected

and approval issued by the Inspector.

(e) Cellar Drains

- When drains for cellar and subsoil are laid in the same trench, they should be PVC SDR 28, unless otherwise authorized by the Inspector.
- The inside of every drain, after it is laid, shall be left smooth and perfectly clean throughout its entire length.

(f) Elevation

- Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor and under the footing. In all buildings in which the building sewer connection is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building sewer shall be lifted by a means approved by the Inspector and discharged by the building sewer connection to the public sewer system.
- In no case shall the average depth of a public sewer main on public property be more than *twelve* (12) feet below grade for the purpose only of accommodating a gravity flow from a building sewer connection, unless approved by the Village's Inspector.
- Every owner shall install a backwater *valve* to safeguard against any possible flooding from the sewage system. Such backwater *valve* must be approved by the Village's Inspector, and properly maintained at the owner's own expense.

(g) Public Highways Act

All sewer drains shall be constructed in accordance with the provisions of the Standards Specification for Municipal Services, Province of Nova Scotia, and amendments and regulations thereto, and shall cause as little obstruction as possible for pedestrians and vehicular traffic during installation. Acquisition of all permits shall be the sole responsibility of the owner/applicant.

(h) Grades

The sewer line shall have a uniform grade when laid, in compliance with the National Plumbing Code, 1980, as amended.

(i) Joints

- All changes in direction shall be made by curved pipe, or maximum of two 45-degree long sweep elbows.
- No right-angle junction shall be installed.

3. INDUSTRIAL AND COMMERCIAL

- (a) Any person who is the owner of land which is used for industrial or commercial purposes, and which property is connected to a public sewer, is required to provide grease, oil and

sand interceptors in order to provide for the proper handling of liquid wastes containing grease in excessive amounts, or any inflammable wastes, sand or other harmful ingredients. All owners of garages, vehicle service stations, car wash operations, food service operators and similar business establishments shall provide approved types of interceptors for oil, grease, soap and similar products.

- (b) All interceptors shall be of a type and capacity approved by the Inspector and shall be located so as to be readily and easily accessible for cleaning and inspection.
- (c) Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature and shall be of substantial construction, water-tight and equipped with easily removable covers which, when bolted in place, shall be gas-tight and water-tight.
- (d) Traps or interceptors shall be maintained by the owner or operator in a condition of continuous efficient operation at the owner's/operator's expense.
- (e) No retained or trapped oil, grease, sediment, sand, silt, or other matter in any form shall be allowed to pass from the installed trap or interceptor into the wastewater facilities. Instead, removal of retained or trapped material(s) shall be achieved by regularly scheduled pumping or other physical means and shall be hauled away and disposed of as required by law. This pumping shall be documented, and such documentation must be provided to the Village on demand.
- (f) Whenever an inspection of an installed trap or interceptor results in a written notice for action on the part of the person(s) responsible for the installed device, such action shall be completed within the compliance period granted by the written notice.
- (g) The owner or operator of an establishment shall provide the Village, upon request, with the frequency of inspection and maintenance of any installed grease, oil, sediment and sand traps or interceptors, as well as information as to the disposal method employed and the location of hauled waste material.
- (h) Any reasonable request for inspection by the Village shall be granted by the owner or operator of the establishment.

4. CONNECTION ABANDONMENT

- (a) Whenever any building service connection is abandoned, the owner shall effectively block up the connection at the property line so as to prevent sewage from backing up into the soil, or dirt being washed into the sewer. The abandoned connection shall be capped with a watertight cap and encased in concrete, or otherwise capped and sealed in a manner approved by the Inspector. The capping and sealing must be inspected by the Inspector.

- (b) Where the owner does not effectively block up a building service connection as required under the provisions of subsection (a) within thirty (30) days from receipt of a notice from the Inspector requiring him to do so, the Inspector may cause the same to be done and the cost of such work caused to be done by the Inspector may be recovered as a debt by the Village from the owner. Failure to pay the fee shall be cause for an action in any court of competent jurisdiction.

5. SEPTIC TANK AND FIELD SYSTEMS

- (a) No person shall construct a private sewage disposal system without first complying with Part 5 Section I(a) of this By-law, and without first obtaining a written private sewage disposal permit from the Nova Scotia Department of Environment.
- (b) No person shall use, cause to be used or permit to be used any private sewage disposal system until installation has been completed to the satisfaction of the Nova Scotia Department of Environment.
- (c) No person shall discharge, or cause to be discharged or permit to be discharged any contents of any septic tank or cesspit into any public sewer.
- (d) Where a building is connected with the Village's sewer line, the Village Commission may, by resolution, order the owner of privies and septic tanks to remove and destroy such privy and remove all contaminants, and fill all septic tanks and remove all contaminants, at the owner's expense.

PART 6 - PROHIBITED ACTIONS

- (a) No person shall break, damage, destroy, deface, or tamper with:
- Any part of a sewage system.
 - Any device whether permanently or temporarily installed in a sewage works for the purpose of measuring, sampling, and testing of sewage.
- (b) No person shall release, or permit the release of any matter into the sanitary sewer system except:
- Domestic wastewater that complies with the requirements of this bylaw.
 - Industrial/commercial/institutional wastewater that complies with the requirements of this bylaw.
 - Where In the case of industries, the discharge is within the limit of industrial concentration, as outlined in Part 9 of this Bylaw.
- (c) No person shall release or permit the release of any prohibited substances listed in any part of this By-law.
- (d) No person shall release or permit the release of any restricted substance which does not meet the concentrations listed in Part 9 of this bylaw.

- (e) No person, firm or corporation shall direct or permit surface water, roof water, rainwater, or water in the ground to enter a Village sanitary sewer.
- (f) No open gutter, cesspool, privy, vault, cellar, underground drain, or exhaust pipe from any machine shall be connected with any public sewer.
- (g) No person, firm or corporation shall connect any storm sewer to any sanitary sewer.
- (h) No person, firm or corporation shall throw, or permit to be thrown or deposited in any public sewer opening or receptacle connected with the public sewer system any garbage, offal, animals, ashes, cinders, rags or any other material or thing except feces, urine, the necessary toilet paper, household liquids and properly shredded garbage.
- (i) The Inspector shall have the power and authority to stop and prevent any private sewer or drain through which substances are discharged which are liable to injure the public sewer or obstruct the flow of sewage therein from discharging into the public sewer.
- (j) All existing and future building service connections to the public sewer are subject to all the regulations set out in this Bylaw as it relates to the types and amounts of effluent allowed to be entered into the public system.

PART 7 – NECESSARY WORK PERMITS

- (a) No person shall undertake to install or construct or allow to be installed or constructed, a building service connection, without first obtaining a permit therefore from the Village in the form set out in Appendix "A", provided however that notwithstanding the issuance of any such permit, the person to whom any such permit is issued shall be liable for any damage or injury to the public sewer caused by them, their servants, agents or work person in making such a connection.
- (b) An application for a permit to carry out work, as required in Section 7 must be made by the property owner or their authorized agent.
- (c) Each building service connection shall be constructed subject to the supervision of the Inspector and shall be of such size and at such level and descent and with such mode of piercing or opening into the sewer, and generally in such manner and of such materials, as the Inspector directs and in accordance with Part 5 of this Bylaw, and no such drain shall be covered in until it has been inspected and approved by the Inspector.

PART 8 – RATES AND CHARGES

- (a) Every user of the sewage system shall pay a charge to the Village. Such charge shall be a quarterly fee for metered users or an annual charge for non-metered users of the sewage system for the construction, operation, and maintenance of a pollution control system, including collection mains or pipes, force mains, pumping stations, sewage treatment plant or plants, and other similar treatment facilities for pollution control. Such charge

shall be comprised of a service charge calculated to recover the annual cost to service the debt related to the cost of construction of the sewage system, and a rate per cubic metre calculated to recover annual administration, operating and maintenance costs related to the sewage system, with such rate to be calculated on the basis of water consumption.

- (b) In the case of users who are consumers of the New Minas Water Commission, the service charge shall be based on water meter size, relative to standard capacities and the variable (rate) charge shall be on the basis of water consumption.
- (c) The resulting sewer rates are as set out in Schedule "B", "C", and "D" attached hereto.
- (d) Billing for charges shall be rendered quarterly.
- (e) All bills rendered under the provision of this Bylaw shall be due and payable within thirty (30) days of the date rendered. A late charge of one and one-half percent (1.5%) per month of the net bill shall be payable after the due date of the bill. Each bill shall show the amount payable within thirty days from the date rendered and the amount payable after thirty days from that date. Each bill shall show the date after which the higher rate will be charged if payment has not been made by that date.
- (f) All rates and charges levied under this Bylaw shall constitute a lien on the real property of the owner of the property in respect of which the charge is levied and may be collected in the same manner and with the same remedies as rates and taxes under the Municipal Government Act.
- (g) The rates and charges payable under this Bylaw shall apply to all bills rendered after the effective date of this By-law.

PART 9 – SEWAGE DISCHARGE

1. General Prohibitions - No person shall discharge directly or indirectly or deposit or cause or permit the discharge or deposit of wastewater into a sanitary sewer, combined sewer, municipal or private sewer connection to any sanitary sewer in circumstances where to do so may cause or result in:

- (a) A health or safety hazard to a person authorized by the Village to inspect, operate, maintain, repair, or otherwise work on a wastewater works.
- (b) An offence under the federal or provincial environmental protection of water resources acts as amended from time to time, or any regulation made there under from time to time.
- (c) Wastewater sludge from the wastewater treatment facility works to which either wastewater discharges, directly or indirectly, to fail to meet the objectives and criteria as

listed in the applicable federal or provincial environment protection or water resources act or policy as amended from time to time.

- (d) Interference with the operation or maintenance of a wastewater works, or which may impair or interfere with any wastewater treatment process.
- (e) A hazard to any person, animal, property, or vegetation.
- (f) An offensive odour to emanate from wastewater works, and without limiting the generality of the foregoing, wastewater containing hydrogen sulphide, carbon disulphide, other reduced sulphur compounds, amines or ammonia in such quantity as may cause an offensive odour.
- (g) Damage to wastewater works.
- (h) An obstruction or restriction to the flow in wastewater works

2. Specific Prohibitions - No person shall discharge directly or indirectly or deposit or cause or permit the discharge or deposit of wastewater into a sanitary sewer, combined sewer, municipal or private sewer connection to any sanitary sewer in circumstances where the wastewater contains:

- (a) Hazardous substances.
- (b) Combustible liquid.
- (c) Explosive matter, gasoline, benzene, naphtha, fuel oil, solvents or sewage containing any of these.
- (d) Biomedical waste, including any of the following categories: human anatomical waste, animal waste, untreated microbiological waste, medical needles, syringes, other waste sharps and untreated human blood and body fluids.
- (e) Dyes or colouring materials which may or could pass through a wastewater works and discolour the wastewater works effluent.
- (f) Fuel.
- (g) Fat and grease
- (h) Sewage containing more than 15 milligrams per litre of solvent extractable matter of mineral or synthetic origin.
- (i) Sewage which consists of two or more separate and immiscible liquid layers.
- (j) Hauled wastewater.
- (k) Hauled waste.
- (l) Ignitable waste.
- (m) Pathological waste.
- (n) Polychlorinated Biphenyls.

- (o) Pesticides.
- (p) Reactive waste.
- (q) Toxic substances.
- (r) Waste radioactive prescribed substances.
- (s) Solid or viscous substances in quantities or of such size to be capable of causing obstruction to the flow in a sewer, including but not limited to ashes, bones, cinders, sand, mud, soil, straw, shaving, animal or vegetable grease in excess of 60 mg/L, metal, glass, rags, feathers, tar, plastics, wood, un-ground garbage, animal parts or tissues and paunch manure.
- (t) Any substance or material that would tend to generate ammonia during the treatment process,
- (u) Sewage, or other discharge having a pH less than 6.0 or greater than 9.0.
- (v) Sewage at a temperature greater than 65 degrees Celsius (1492 Fahrenheit).
- (w) Sewage containing any matter which will not pass through a screen having openings not larger than 3.35 millimeters square (No. 6 sieve).
- (x) Sewage containing coloured matter, which sewage would require a dilution in excess of four (4) parts of distilled water to one (1) part of such sewage to produce a mixture, the color of which is not distinguishable from that of distilled water.
- (y) Contaminated cooling water from any residential properties.
- (z) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, grease, oils, plastics, wood or other solid or viscous substances in a quantity capable of causing obstruction to the flow in the sewers or any other interference with the proper operation of the sewage system.
- (aa) Sewage containing more than 200 milligrams per liter of suspended solids, except as provided by special agreement authorized under this Bylaw.
- (bb) Sewage of which biochemical oxygen demand exceeds 200 milligrams per liter, except as provided by special agreements authorized under this Bylaw.

3. Specific Organic Contaminant Prohibitions - no person shall discharge directly or indirectly or deposit or cause or permit the discharge or deposit of wastewater into a sanitary sewer, combined sewer, municipal or private sewer connection to any sanitary sewer in circumstances where the wastewater contains the following materials in concentrations greater than as set out herein:

Substance	Concentration (mg/L, except as otherwise noted)
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Benzene	0.01
Benzidine and Benzidine dihydrochloride	Dept of Environment Standards
Chloroform	0.04
Dichlorobenzene	0.088
Ethylbenzene	0.057
Hexachlorobenzene	0.055
Methylene chloride (dichloromethane)	0.0981
PCBs (chlorobiphenyls)	0.004
Penols, Total (or Phenolic compounds)	1
Tetrachloroethane	0.04
Tetrachloroethylene	0.05
Toluene	0.08
Trichloroethylene	0.054
Xylenes, Total	0.32

4. Specific miscellaneous contaminant prohibitions - No person shall discharge directly or indirectly or deposit or cause or permit the discharge or deposit of wastewater into a sanitary sewer, combined sewer, municipal or private sewer connection to any sanitary sewer in circumstances where the wastewater contains the following materials in concentrations greater than as set out herein:

Substance	Total Concentration Limit (mg/L, except as otherwise noted)
Aluminum	50
Ammonia	24
Antimony	5
Arsenic, Total	0.1
Barium	5
Beryllium	5
Bismuth	5
Cadmium, Total	0.1
Chloride	1500
Chromium, Total	0.37
Cobalt, Total	5
Copper, Total	1
Cyanide, Total	1

Fluoride	10
Iron	50
Lead, Total	0.1
Manganese	5
Mercury	0.1
Molybdenum, Total	5
Nickel, Total	0.55
Nitrogen, Total Kjeldahl	70
Phenolic Compounds	1
Phosphorus, Total	12
Selenium, Total	0.82
Silver, Total	0.29
Sulphates (as SO ₄)	1500
Sulphide (as H ₂ S)	0.3
Tin	5.0
Zinc, Total	0.03

5. Discharge in accordance with discharge agreement or compliance program - a discharge in excess of limits established pursuant to this part is permitted where it is done in accordance with the terms and conditions of a valid discharge agreement or compliance program.
6. Dilution to achieve compliance is prohibited - No person shall discharge directly or indirectly or permit the discharge or deposit of wastewater into a sanitary sewer, combined sewer, storm sewer, where water has been added to the discharge for the purposes of dilution to achieve compliance with any section of this Bylaw.
7. Storm water, drainage water & watercourse prohibition - No person shall discharge or deposit or cause or permit discharge or deposit into a sanitary sewage system, any storm water, water from drainage or roofs or land, or from a watercourse.

PART 10 – SAMPLING AND ANALYTICAL REQUIREMENTS

- (a) Where sampling is required for the purposes of determining the concentration of constituents in the storm water, uncontaminated water or wastewater, the sample shall:
- Be collected manually or by using an automatic sampling device; and
 - Contain additives for its preservation.
- (b) Where compliance with Part 9 is not met, the Village shall have the authority to require

- the user to install a self-monitoring and sampling station in accordance with Section 10(c).
- (c) The discharger shall complete any monitoring or sampling of any discharge to a wastewater works, as required by the Village, and provide the results to the Village in the form specified by the Village (i.e., hard copy or electronic copy).
 - (d) The obligations set out in or arising out of 10(c) shall be completed at the expense of the discharger.
 - (e) All tests, measurements, analyses and examinations of wastewater, its characteristics or contents shall be carried out in accordance with "Standard Methods for Testing", as defined herein at Part 1. Additional testing or re-testing of wastewater made necessary by non-compliance with this Bylaw, or at the request of the village, shall be carried out at the cost of the discharger.
 - (f) Village staff is authorized to enter any property for analytical sampling purposes. If after due notice has been issued that this Bylaw has been contravened the discharger continues to be non-compliant, the Village is authorized to cause the analytical sampling to be provided, and the cost of the work, with the interest at the rate determined by the Commission from the date of the completion of the work until the date of payment, shall be a first lien on the property, or for the benefit of which the work was done.
 - (g) Following sampling and final analyses, if the discharge does not meet the requirements as set out in the Bylaw, the Village of New Minas shall require pre-treatment of the contaminants to meet the said concentrations of this Bylaw.

PART 11 – ADDITIONAL CONNECTION REQUIREMENTS

1. FOOD RELATED GREASE

- (a) Every owner or operator of a restaurant or other industrial, commercial or institutional premises where food is cooked, processed or prepared, which premises are connected directly or indirectly to a sewer, shall take all necessary measures to ensure that fat, oil and grease are prevented from entering the storm or sanitary sewer.
- (b) The owner or operator of a premises, as set out in this section shall install, operate, and properly maintain an oil and grease interceptor in any piping system at its premises that connects directly or indirectly to a sewer. The oil and grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code. The installation of the oil and grease interceptor shall meet the requirements of the Canadian Standards Association National Standard CAN/CSA B-481.
- (c) All interceptors shall be maintained by the owner, according to the manufacturer's

recommendations.

- (d) A maintenance schedule and record of maintenance for each interceptor installed shall be kept on a regular basis pursuant to part 3(c) of this Bylaw, and provided to the Inspector or their designate, on demand.
- (e) institutional premises where food is cooked, processed, or prepared, shall, for five years, keep the document of proof for interceptor clean-out and oil and grease disposal.

2. VEHICLE SERVICE OIL AND GREASE INTERCEPTORS

- (a) Every owner or operator of a motor vehicle service station, repair shop or garage or of an industrial, commercial or institutional premise or any other establishment where motor vehicles are repaired, lubricated or maintained and where the sanitary discharge is directly or indirectly connected to a sewer, shall install an oil and grease interceptor designed to prevent motor oil and lubricating grease from passing into the drainage piping which is connected directly or indirectly to a sewer.
- (b) The owner or operator of a premises as set out in Part 11, Subsection 2(a) shall install, operate, and properly maintain an oil and grease interceptor in any piping system at its premises that connects directly or indirectly to a sewer. The oil and grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code.
- (c) All oil and grease interceptors and separators shall be maintained *in good working order* and in accordance with the manufacturer's recommendations and shall be inspected regularly to ensure performance is maintained to the manufacturer's specifications for performance.
- (d) A maintenance schedule and record of maintenance shall be submitted to the Inspector annually for each oil and grease interceptor installed.

3. SEDIMENT INTERCEPTORS

- (a) Every owner or operator of a premises from which sediment may directly or indirectly enter a sewer, including but not limited to premises using a ramp drain or area drain and car and vehicle wash establishments, shall take all necessary measures to ensure that such sediment is prevented from entering the drain or sewer.
- (b) All sediment interceptors shall be maintained in good working order and according to manufacturer's recommendations and shall be inspected regularly to ensure performance is maintained to the manufacturer's specifications for performance.
- (c) A maintenance schedule and record of maintenance shall be submitted to the Inspector

annually for each sediment interceptor installed.

4. DENTAL WASTE AMALGAM SEPARATOR

- (a) Every owner or operator of a premises from which dental amalgam may be discharged, which waste may directly or indirectly enter a sewer, shall install, operate, and properly maintain dental amalgam separator(s) with at least 95% efficiency in amalgam weight and certified /50 11143 - "Dental Equipment: Amalgam Separators".
- (b) A maintenance schedule and record of maintenance shall be submitted to the Inspector annual for each dental amalgam separator installed.

PART 12 – SPILLS

- (a) in the event of a spill to a wastewater works, the person responsible or the person having the charge, management and control of the spill shall immediately notify the Village and provide any information with regard to the spill that is requested.
- (b) The person shall immediately provide a detailed report on the spill to the Village, which report contains the following information to the best of his or her knowledge:
 - (a) Location of the spill.
 - (b) Name and telephone number of the person who reported the spill and the location and time that person can be contacted.
 - (c) Date and time of spill.
 - (d) Material spilled.
 - (e) Characteristics of material spilled.
 - (f) Volume of material spilled.
 - (g) Duration of spill event.
 - (h) Work completed and any work still in progress in the mitigation of the spill; and
 - (i) Preventative actions being taken to ensure a similar spill does not recur.
- (c) The person responsible for the spill and the person having the charge, management and control of the spill shall do everything reasonably possible to contain the spill, protect the health and safety of citizens, minimize damage to property, protect the environment, clean up the spill and contaminated residue and restore the affected area to its condition prior to the spill.
- (d) The person responsible for the spill and the person having the charge, management and control of the spill shall also notify other government agencies, including federal and provincial as required and appropriate for material and circumstances of the spill.

PART 13 – RESTRICTION AND PENALTIES

- (a) The Commission, on being advised that any existing sewer pipe, drain, or connection to the Village's sewer system has not been constructed and/or maintained in accordance with the provisions of the aforementioned Building Code or of this Bylaw, may instruct the Village Clerk to serve notice on the owner or occupant of the building, requiring them to remedy the condition described in the notice. Such notice may be served by being posted in a conspicuous place upon the building or may be personally served upon the person or persons named so served with notice to remedy the condition described in the notice within thirty days after service thereof, failure to comply with this notice will make that person guilty of an offence pursuant to Section 431 of the Municipal Government Act (Villages) and liable on conviction to a penalty not exceeding \$5000 and in default of payment, to imprisonment for a period not exceeding ninety days.
- (b) Except as otherwise provided in this Bylaw, any person who contravenes any section of this Bylaw is guilty of an offence and liable on summary conviction to a penalty not exceeding \$5,000 and in the default of payment to imprisonment for a term of not more than ninety days.
- (c) Where an offence under this Bylaw is committed or continued on more than one day, the person responsible for the offence is liable to be convicted for a separate offence for each day on which the offence is committed.

PART 14- DISCONNECTION

- (a) It is a condition of any connection permit that failure to comply with this Bylaw or Part XIV of the Municipal Government Act may result in revocation of approval by the Inspector upon ten days prior notice to the owner of the property.
- (b) Revocation of a connection permit by the Inspector may be appealed to the Village Commission within ten days of the communication of the Inspector's decision to the owner of the property affected by filing a notice of appeal with the Clerk. The notice of appeal shall specify the basis for the appeal and the relief sought.
- (c) The Village Commission shall provide the appellant with an opportunity to be heard prior to any decision.
- (d) The Village Commission may uphold or reverse the Inspector's decision or amend it to include terms and condition.

PART 15 - OTHER

- (a) A duplex, which cannot be sold separately, shall install one sewer lateral.

(b) Each unit of a semi-detached dwelling shall have its own sewer lateral.

PART 16- LIABILITY

The owner shall indemnify the Village of New Minas from any loss or damage that may directly or indirectly be occasioned by the installation of the sewer service connection.

PART 17- REPEALS

The Village of New Minas Sewer Bylaw# 3 is hereby repealed.

I, April Ernest, Clerk Treasurer of the Village of New Minas, do hereby certify that the foregoing is a true copy of a Bylaw amendment duly passed at a meeting of the Village of New Minas, duly convened and held on the 11th Day of December 2017.

Dated at New Minas, in the County of Kings, the 15th Day of December, A.D. 2017.

April Ernest, Clerk Treasurer

BYLAW #3 Village of New Minas Sewer Bylaw

Bylaw Amendment 3A

First Reading:

November 13, 2017

~ Adopted by Resolution of the Village Commission on April 12, 2021 ~

Second Reading:

December 11, 2017

Publications:

Second Reading: November 23, 2017

SCHEDULE "A"
VILLAGE OF NEW MINAS
APPLICATION TO CONNECT TO NEW MINAS SEWER

I hereby make application for permission to connect to the Village of New Minas Sewer System under the provisions set out in ***Sewer Bylaw #3***, and agree that such connection will comply with the regulations as set forth in this bylaw, and comply with the Village of New Minas ***Water and Sewer Services Policy***. It is my responsibility to determine the location, horizontally and vertically, of the end of the lateral pipe at the point of connection and set my foundation accordingly. Each serviced site on the property must have a separate connection.

OWNER OF BUILDING: _____

OWNER'S PHONE #: _____ CELL# _____

OWNER'S COMPLETE MAILING ADDRESS _____

CONTRACTOR'S NAME, ADDRESS: _____

CONTRACTOR'S PHONE#: _____ CELL# _____

PROPERTY DETAILS ADDRESS (Please complete all applicable information): CIVIC#: _____

LOT# _____ PROPOSED LOCATION: _____

NO. OF UNITS: _____ OTHER IDENTIFYING INFO.: _____

SIZE OF SEWER OUTLET: _____ MATERIAL TO BE USED (SDR 35 required _____

IT IS FURTHER ACKNOWLEDGED BY THE APPLICANT THAT A SURCHARGE OF \$200 WILL BE MADE FOR INSTALLATION OF LATERALS WHEN FROST IS PRESENT IN THE GROUND.
--

DATE OF APPLICATION

SIGNATURE OF APPLICANT

DATE OF APPROVAL

SIGNATURE OF AUTHORITY
(VILLAGE OF NEW MINAS MUNICIPAL OPERATIONS MGR)

****ALL SEWER LATERALS MUST BE INSPECTED BY THE VILLAGE BEFORE BACKFILLING TAKES PLACE**

NOTE: SEWER BYLAW #3 ATTACHED

SCHEDULE "B"**SEWER RATES AND CHARGES**

<u>Meter Size</u>	<u>Charge per Quarter</u>
5/8"	\$15.50
3/4"	\$23.50
1"	\$36.00
1 ½"	\$67.00
2"	\$105.50
3"	\$207.00

- (a) All consumption, per m³, \$0.42.
- (b) Where a metered service is not provided or where a consumer is connected to the Village sewer system but not connected to the Village water system, then such consumer shall pay a yearly rate of \$140.00 per unit for residential users, and commercial users will be charged at the consumption rate based on the meter on their private well.

By-law Amendment 3A
SCHEDULE "B"
SEWER RATES AND CHARGES
Effective June 22, 2017

<u>Meter Size</u>	<u>Charge per Quarter</u>
5/8"	\$17.45
3/4"	\$36.00
1"	\$38.46
1 ½"	\$68.69
2"	\$107.50
3"	\$207.43
4"	\$320.76
6"	\$923.00

- (a) All consumption, per m³, \$0.42.
- (b) Where a metered service is not provided or where a consumer is connected to the Village sewer system but not connected to the Village water system, then such consumer shall pay a yearly rate of \$302.00 per unit for residential users, and commercial users will be charged at the consumption rate based on the meter on their private well.

By-law Amendment 3A
SCHEDULE "C"
SEWER RATES AND CHARGES
Effective April 1, 2018

<u>Meter Size</u>	<u>Charge per Quarter</u>
5/8"	\$21.42
3/4"	\$36.00
1"	\$47.23
1 ½"	\$84.34
2"	\$131.58
3"	\$254.72
4"	\$393.88
6"	\$923.00

- (a) All consumption, per m³, \$0.42.
- (b) Where a metered service is not provided or where a consumer is connected to the Village sewer system but not connected to the Village water system, then such consumer shall pay a yearly rate of \$302.00 per unit for residential users, and commercial users will be charged at the consumption rate based on the meter on their private well.

By-law Amendment 3A
SCHEDULE "D"
SEWER RATES AND CHARGES
Effective April 1, 2019

<u>Meter Size</u>	<u>Charge per Quarter</u>
5/8"	\$25.40
3/4"	\$36.00
1"	\$56.00
1 ½"	\$100.00
2"	\$156.00
3"	\$302.00
4"	\$467.00
6"	\$923.00

- (a) All consumption, per m³, \$0.42.
- (b) Where a metered service is not provided or where a consumer is connected to the Village sewer system but not connected to the Village water system, then such consumer shall pay a yearly rate of \$302.00 per unit for residential users, and commercial users will be charged at the consumption rate based on the meter on their private well.

By-law Amendment 3A**SCHEDULE "E"****SEWER RATES AND CHARGES****Effective April 1, 2021**

Meter Size	April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2024	April 1, 2025	April 1, 2026	April 1, 2027	April 1, 2028	April 1, 2029	April 1, 2030
5/8"	\$41.91	\$42.85	\$43.81	\$44.80	\$45.81	\$46.84	\$47.89	\$48.97	\$50.07	\$51.20
3/4"	\$59.40	\$60.74	\$62.11	\$63.51	\$64.94	\$66.40	\$67.89	\$69.42	\$70.98	\$72.58
1"	\$92.40	\$94.48	\$96.61	\$98.78	\$101.00	\$103.27	\$105.59	\$107.97	\$110.40	\$112.88
1 1/2"	\$165.00	\$168.71	\$172.51	\$176.39	\$180.36	\$184.42	\$188.57	\$192.81	\$197.15	\$201.59
2"	\$257.40	\$263.19	\$269.11	\$275.16	\$281.35	\$287.68	\$294.15	\$300.77	\$307.54	\$314.46
3"	\$498.30	\$509.51	\$520.97	\$532.69	\$544.68	\$556.94	\$569.47	\$582.28	\$595.38	\$608.78
4"	\$770.55	\$787.89	\$805.62	\$823.75	\$842.28	\$861.23	\$880.61	\$900.42	\$920.68	\$941.40
6"	\$1,522.95	\$1,557.22	\$1,592.26	\$1,628.09	\$1,664.72	\$1,702.18	\$1,740.48	\$1,779.64	\$1,819.68	\$1,860.62
Consumption per m3	\$0.69	\$0.71	\$0.73	\$0.75	\$0.77	\$0.79	\$0.81	\$0.83	\$0.85	\$0.87

Where a service is provided by the Municipality of Kings, the consumer shall be charged the rate assessed by the Municipality of Kings.

Where a metered service is not provided and a consumer is connected to the Village sewer system but not connected to the Village water system, then the consumer shall pay a yearly rate based on the average annual consumption for residential users and commercial users will be charged at the consumption rate based on the meter on their private well.

~ Adopted by Resolution of the Village Commission on April 12, 2021 ~

**FUNDING AGREEMENT FOR VILLAGE INFRASTRUCTURE
CAPITAL ENHANCEMENT PROGRAM**

This Funding Agreement (the "**Agreement**") made this ____ day of _____ 2024.

BETWEEN:

MUNICIPALITY OF THE COUNTY OF KINGS
(the "**Municipality**")

and

VILLAGE OF _____
(the "**Village**")

Each a "**Party**" and together the "**Parties**"

WHEREAS the Municipality recognizes the importance of developing and enhancing infrastructure within the Villages in the Municipality; and

WHEREAS the Municipality has proposed a capital grant program called Village Infrastructure Capital Enhancement (the "**Program**") to assist Villages in the Municipality with undertaking infrastructure projects.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. DEFINITIONS

- 1.1 "**Agreement**" means this funding agreement.
- 1.2 "**Annual Grant Allocation**" has the meaning ascribed to it in Section 6.1.
- 1.3 "**Asset Management Plan**" means a detailed, written plan that describes how assets will be maintained and renewed and how the costs, levels of service, funding, and risk considerations will be managed for applicable service areas.
- 1.4 "**Annual Report**" has the meaning ascribed to it in Section 10.21.
- 1.5 "**Capital Costs**" means the amount expended for infrastructure projects within an Eligible Project Category, including those amounts expended which by general practice would typically form part of the Capital Costs as defined by the Chartered

Professional Accountants of Canada. Under this Agreement, Capital Costs does not include the purchase of land.

- 1.6 **"CCBF"** means the Canada Community-Building Fund.
- 1.7 **"Council"** means the Municipal Council for the Municipality.
- 1.8 **"Effective Date"** means April 1, 2025.
- 1.9 **"Eligible Expenses"** means those costs incurred and paid by the Village between the Effective Date and the termination of this Agreement that are directly related to the Project and which are considered eligible by the Municipality, as set out in Schedule A of this Agreement.
- 1.10 **"Eligible Project Categories"** has the meaning ascribed to it in Section 7.4.
- 1.11 **"Fiscal Year"** means the period beginning April 1st of a year and ending March 31st of the following year.
- 1.12 **"GAAP"** means Canadian Generally Accepted Accounting Principles, as established from time to time by the Chartered Professional Accountants of Canada, or any successor institutes, applicable as at the relevant date, and applied on a consistent basis.
- 1.13 **"Municipality"** has the meaning ascribed to it in the recitals.
- 1.14 **"PER"** has the meaning ascribed to it in Section 10.20.
- 1.15 **"Program"** has the meaning ascribed to it in the recitals.
- 1.16 **"Project"** has the meaning ascribed to it in Section 4.1.
- 1.17 **"Reimbursement Request"** has the meaning ascribed to it in Section 9.1(a).
- 1.18 **"Stacking"** means the practice of leveraging multiple grant funding programs for the same project and thereby offsetting a greater percentage of the Eligible Expenses for a Project.
- 1.19 **"Submission Deadline"** has the meaning ascribed to it in Section 10.1.
- 1.20 **"Term"** shall have the meaning ascribed to it in Section 5.1.
- 1.21 **"Termination Date"** mean the effective date of the termination of this Agreement.
- 1.22 **"VCEP"** means the five (5) year Village capital enhancement plan Plan.

1.23 **"Village"** has the meaning ascribed to it in the recitals and in the *Municipal Government Act*.

1.24 **"Village Commission"** has the meaning ascribed to it in the *Municipal Government Act*, SNS 1998, c 18, as amended from time to time.

2. CERTAIN RULES OF INTERPRETATION:

2.1 **Headings.** The headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction of this Agreement.

2.2 **Plural.** In this Agreement words in the singular include the plural and words in the plural include the singular.

2.3 **Statutory References.** Any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated thereunder), as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.

3. SCHEDULES

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

Schedule A – Grant Methodology and Calculation

Schedule B – Eligible Project Categories

Schedule C – Eligible Expenses

4. PURPOSE OF THE AGREEMENT

4.1 The purpose of this Agreement is to establish the terms and conditions under which the Municipality shall provide funding to the Village for the Program. The funding provided under this Agreement shall be used solely for the purpose of undertaking the infrastructure projects within the Village, as detailed in the VCEP submitted annually by the Village and approved by the Municipality (each a **"Project"** and collectively the **"Projects"**).

4.2 This Agreement and all funding provided hereunder is intended to, and does hereby, replace, and supersede any and all prior agreements, understandings, and arrangements, relating to the subject matter herein between the Parties, including the CCBF sharing program previously entered into by the Parties.

5. TERM OF AGREEMENT

- 5.1 This Agreement shall come into effect on the Effective Date and remain in effect for a term of five (5) years (the "**Initial Term**" and together with any automatic or formal renewal periods, the "**Term**"), unless terminated earlier as provided herein.
- 5.2 Upon expiration of the Initial Term, this Agreement may be renewed by mutual written agreement of the Parties. Such renewal shall be on the same terms and conditions of this Agreement except that the Municipality may review and revise, in its sole discretion, the methodology and distribution methods behind the calculations and allotments in Schedule A. Any such revisions by the Municipality shall be communicated to the Village within thirty (30) days of renewal of this Agreement.
- 5.3 If this Agreement is not formally renewed in writing by the Parties, but both Parties continue to perform their obligations and operate as if the Agreement is still in effect, then this Agreement shall automatically renew for successive one (1) year terms under the same terms and conditions of this Agreement. This automatic renewal shall continue until either Party provides written notice of its intent to terminate the Agreement at least ninety (90) days prior to the end of the then-current term, or until a new agreement is executed by the Parties. During any automatically renewed term, all provisions, covenants, and conditions of this Agreement shall remain in full force and effect.

6. OBLIGATIONS OF THE MUNICIPALITY

- 6.1 In each Fiscal Year during the Term, the Municipality agrees to allocate funds up to the amount specified for that Fiscal Year in Schedule A as a grant to the Village for the Projects (the "**Annual Grant Allocation**"). The Municipality shall pay to the Village such amounts equal to the Eligible Expenses incurred by the Village during the corresponding Fiscal Year in accordance with the terms and conditions of this Agreement, provided that such payments will not, in aggregate, exceed the Annual Grant Allocation for the corresponding Fiscal Year plus remaining Annual Grant Allocations from previous Fiscal Years.
- 6.2 The Municipality shall provide the Village with written notification of the proposed Annual Grant Allocation for the next Fiscal Year in the Term no later than January 15th of that same Fiscal Year. The Municipality will notify the Village promptly on approval by Council of the Annual Grant Allocation for the upcoming Fiscal Year.
- 6.3 The Municipality may, in its sole discretion, amend the Annual Grant Allocations in Schedule A to include the Annual Grant Allocation for the Projects for the upcoming Fiscal Year. Such amendments shall be made by the Municipality at least fifteen (15) days prior to the start of each Fiscal Year during the Term. The Annual Grant Allocations, including the amounts, metrics and methodologies used for

determining the Annual Grant Allocations shall be at all times, at the sole discretion of the Municipality.

- 6.4 The Parties acknowledge that the Municipality's role in the Project is limited to making a financial contribution to the Village towards Eligible Expenses. The Municipality shall have no involvement in the implementation of the Projects or their operation. The Municipality is neither a decision-maker nor an administrator in relation to the Project.

7. OBLIGATIONS OF THE VILLAGE

- 7.1 The Village is entirely responsible for the complete, diligent, and timely performance of its obligations under the Agreement and implementation of the Projects.
- 7.2 The Village shall be entirely responsible for:
- (a) any cost overruns related to the Project; and
 - (b) any costs that are not Eligible Expenses.
- 7.3 The Village shall have five (5) years from the first day of the corresponding Fiscal Year to utilize the Annual Grant Allocation (the "**Utilization Date**"), unless otherwise agreed to, in writing, by the Municipality. Any balance of the Annual Grant Allocation that is unused after the Utilization Date shall revert to the Municipality. For illustrative purposes, Annual Grant Allocations corresponding to the 2025/2026 Fiscal Year must be utilized for the Projects by March 31, 2030.
- 7.4 The Village shall utilize any amounts received under this agreement in accordance with the most recently approved VCEP, as amended or modified, provided that such amendments and modifications have been approved in writing, in advance, by the Municipality. Only those projects that conform with the categories contained in Schedule B shall be considered for inclusion in the VCEP (the "**Eligible Project Categories**").
- 7.5 The Village acknowledges that the Program funding is not intended to replace or displace existing sources of funding for the Project and that the Village shall be able to utilize Project funding for Stacking with ~~other~~ federal and provincial programs, within the limits or rules of those programs.
- 7.6 The Village shall comply with all applicable federal, provincial/territorial laws and regulations, municipal by-laws, orders, rules, GAAP, and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project. Additionally, the Village shall adhere to all applicable laws, regulations, policies governing the use of public funds, including the *Public Procurement Act*, and any specific conditions outlined by the Municipality.

- 7.7 During the Term, the Village shall promptly provide the Municipality with updates to the Project status and the Project expenditures upon the Municipality's request.
- 7.8 The Municipality may conduct audits or reviews of the Village's records and accounts pertaining to the use of the Annual Grant Allocation, at the expense of Municipality. The Village shall cooperate fully with such audits and reviews.

8. UNUSED CANADA COMMUNITY-BUILDING FUNDS:

- 8.1 The Village shall have a period of five (5) years from the Effective Date to utilize any remaining allocations, if applicable, from the previous CCBF sharing program with the Village (the "**CCBF Utilization Date**").
- 8.2 Any unused CCBF allocations remaining after the CCBF Utilization Date year period shall revert to the Municipality.

9. FUNDING DISBURSEMENT

- 9.1 Funding under this Agreement shall be disbursed following the reimbursement process described below:
- (a) The Village shall submit to the Municipality a request for payment covering the Village's Eligible Expenses incurred for a specific Project in a format provided by and acceptable to the Municipality following the guidelines in Article 9 (the "**Reimbursement Request**").
 - (b) The Municipality shall review the Reimbursement Request and supporting documentation for compliance with the Program guidelines and the terms of this Agreement, following which the Municipality shall determine, in its sole discretion, whether to approve such Reimbursement Request, in whole or in part.
 - (c) The Municipality shall make a payment for Eligible Expenses to the Village upon review and approval of a Reimbursement Request, subject to the terms and conditions of the Agreement. Such payment shall be made by the Municipality to the Village in a timely manner.
- 9.2 The Village shall ensure that all applicable holdbacks are maintained for relevant projects as per the Builders' Lien Act. Holdbacks are eligible for reimbursement by the Municipality once they have been released and paid by the Village following substantial completion of the Project.
- 9.3 Nothing in this Agreement shall entitle the Village to the full amount of the Annual Grant Allocation. If the total Eligible Expenses incurred for a Project does not reach the total Annual Grant Allocation, the remaining funds for that Project shall be retained by the Municipality on behalf of the Village and will be available for

allocation to other current or future eligible projects for the Village, subject to a VCEP or revised VCEP as approved by the Municipality.

10. REPORTING AND MONITORING OBLIGATIONS

Annual Submission of 5 Year Village Capital Enhancement Plans:

- 10.1 The Village shall submit the VCEP, together with the additional documentation outlined in this Article 10 and in accordance with this Article 10, to the Municipality for review and approval by the Council by January 31st of each Fiscal Year (the "**Submission Deadline**").
- 10.2 The VCEP shall outline the proposed infrastructure projects and associated costs for the upcoming five (5) years.
- 10.3 The Village shall submit proposed funding sources for each Project with their VCEP, which funding sources may be subject to examination and scrutiny by the Municipality for suitability.
- 10.4 All Projects contained within the VCEP shall be supported by a formal Asset Management Plan approved by the Village Commission, unless otherwise authorized by the Municipality.
- 10.5 Projects contained within the VCEP shall be listed in the order of priority by the Village and may be subject to reprioritization by the Municipality, in consultation with the Village, prior to submission to Council for approval.

Submission of Amended Village Capital Enhancement Plans:

- 10.6 The Village may submit proposed amendments to the VCEP to the Municipality for consideration. Proposed amendments must be submitted in writing and include a rationale for the proposed changes, as well as any supporting documentation deemed necessary.
- 10.7 Upon receipt, the Municipality shall promptly review the proposed amendments. The Municipality reserves the right to request additional information or clarification from the Village regarding the amendments.
- 10.8 The Municipality shall evaluate the proposed amendments based on their alignment with the Program's objectives and their potential impact on the Annual Grant Allocation available to the Village. All proposed amendments are subject to review and approval by the Council, whose decision will be final and binding.
- 10.9 The Municipality shall notify the Village of the Council's decision regarding the approval or rejection of the proposed amendments.

- 10.10 Upon Council approval, the amended VCEP shall take effect according to the timeline specified in the approval decision.
- 10.11 The Village shall adhere to the terms and conditions outlined in the amended VCEP, including any changes to project priorities and funding allocation amounts.

Claims Alignment with Approved Plans:

- 10.12 All Reimbursement Requests submitted by the Village under this Program must align with the approved VCEP. Only Projects that have been officially approved and included in the VCEP, or any subsequent amendments, approved by Council are eligible for reimbursement.
- 10.13 Any expenses incurred before the Submission Deadline of the VCEP shall not be eligible for reimbursement, regardless of whether the Project is subsequently approved. Only Eligible Expenses incurred on or after the Submission Deadline will be considered for reimbursement.
- 10.14 In preparing and submitting a Reimbursement Request, the Village shall utilize the format prescribed by the Municipality and shall include supporting documentation such as invoices, receipts, cancelled cheques, and any other relevant financial records deemed necessary by the Municipality to demonstrate that the expenses claimed correspond to the approved projects and their associated costs.
- 10.15 The Village shall prepare a separate Reimbursement Request for each Project and the Municipality will disburse funds for each Project ~~funds~~ separately from other Projects to ensure that funds are allocated specifically for that Project.
- 10.16 Reimbursement Requests shall be tied to significant Project milestones and may be submitted at any time following completion of a significant Project milestone, as ~~such milestones~~ may be determined by the Village.
- 10.17 The Village must ensure that any Eligible Expenses forming part of a Reimbursement Request are directly related to the implementation of an approved Project as outlined in the VCEP.
- 10.18 The Village shall be responsible for ensuring that all Project-related, Eligible Expenses are properly documented and submitted to the Municipality for reimbursement in a timely manner.
- 10.19 The Village shall adhere to all provisions outlined in this Agreement regarding Project reimbursement eligibility and submission requirements. Failure to comply may result in the rejection by the Municipality of Reimbursement Requests made by the Village.

Annual Reports:

- 10.20 The Village shall provide the Municipality with a Project Expenditure Report ("**PER**") in the prescribed format provided by the Municipality within sixty (60) days following the end of each Fiscal Year during the Term.
- 10.21 The Municipality shall provide the Village with an annual summary report (the "**Annual Report**") within ninety (90) days following each Fiscal Year during the Term, which report shall contain the list of Projects contained within the Village's VCEP, actual expenditures incurred and reported to the Municipality by the Village for each Project and remaining unexpended funds available to the Village under the Program.
- 10.22 Within thirty (30) days of receipt of the Annual Report, the Village must return a signed copy to the Municipality acknowledging the accuracy, or otherwise, of the Annual report and providing a brief assessment of the overall effectiveness and impact of the Program in enhancing Village infrastructure within the Municipality.

Reporting Format and Content:

- 10.23 The Municipality shall determine the specific format and content requirements for the VCEP, Reimbursement Requests and Annual Reports.
- 10.24 The VCEP reporting template shall be provided to the Village by the Municipality prior to the Submission Deadline.
- 10.25 The Village shall maintain accurate and detailed financial accounts and records, including but not limited to contracts, invoices, statements, and receipts in respect of the Project and the Program for at least seven (7) years after the Termination Date.
- 10.26 The Village shall provide access to the Municipality to the Project site(s) to conduct site visits upon the Municipality giving the Village reasonable notice of the visit, which notice shall not be less than fifteen (15) days. Site visits are for information gathering purposes only and are not to be taken as the Municipality providing professional opinion or responsibility for the Project.
- 10.27 The Village shall provide the Municipality with such information as reasonably requested by the Municipality to allow the Municipality to monitor the implementation of the Program and to ensure compliance with the Terms of this Agreement.

11. TERMINATION

- 11.1 Either party may terminate this Agreement by providing written notice to the other Party in the event of a material breach of the terms and conditions herein.

- 11.2 This Agreement shall terminate upon the earliest of the following events:
- (a) in the event of a material breach of this Agreement, termination by the non-breaching Party by providing written notice to the breaching Party;
 - (b) termination by either Party by providing twelve (12) months written notice to the other Party; and
 - (c) termination of the federal CCBF funding program or a material change in the annual CCBF funding amount, which determination of materiality shall be in the sole discretion of the Municipality.
- 11.3 In the event of termination, the Village shall provide a final report to the Municipality on the activities undertaken up to the Termination Date and will only be entitled to utilize the Annual Grant Allocation and funds received under this agreement for those expenditures. For greater certainty, no activity undertaken after the Termination Date will be eligible under this Program.
- 11.4 In the event of termination, all Annual Grant Allocation funds not utilized by the Village as of the Termination Date shall revert to the Municipality.

12. DISPUTE RESOLUTION

- 12.1 The Parties shall keep each other informed of any issue that could be contentious by providing written notice as well as information relevant to the issue to the other Party. The Parties shall, in good faith and reasonably, make best efforts to resolve the issue and shall have twenty (20) days following receipt of a notice of such dispute (the “**Negotiation Period**”) during which to examine and discuss the issue with a view to resolving it.
- 12.2 If following the Negotiation Period, the dispute has not been resolved in accordance with Section 12.1 the Parties agree to submit the dispute to mediation.
- 12.3 The Parties agree to jointly appoint a mutually acceptable mediator within five (5) days from the conclusion of the Negotiation Period.
- 12.4 The parties agree to meet within thirty (30) days of the appointment of the mediator and to participate in good faith in the mediation to resolve the dispute.
- 12.5 The mediation shall be conducted in accordance with the rules and procedures of a mutually agreed-upon mediation institution or mediator.
- 12.6 The costs associated with the mediation, including the mediator's fees, shall be borne equally by the Parties unless otherwise agreed upon.

- 12.7 The mediator shall assist the parties in reaching a mutually acceptable resolution but shall not have the authority to impose a decision on the Parties.
- 12.8 If a dispute arising under this Agreement remains unresolved after mediation or if either Party declines to participate, or if the Parties cannot agree on a mutually acceptable mediator, the matter shall be referred to the Council for final resolution. The Council will review the dispute based on presentations of the facts and circumstances from both parties and render a decision, which shall be conclusive and binding on both parties.

13. NOTICE

- 13.1 Any notice or submission required or authorized to be given by either Party to the other in accordance with the provisions of this Agreement, will, unless otherwise specified, be in writing and delivered by email:

To the Village:

[Service Provider]

Attention: [include primary contact]

[include e-mail address]

To the Municipality:

Attention: Greg Barr, Director of Finance & IT

gbarr@countyofkings.ca

14. GENERAL

- 14.1 Nothing in this Agreement shall not be construed as creating a joint venture, agency, or partnership relationship between the Municipality and the Village with respect to the Projects contemplated under this Agreement.
- 14.2 No action by any party to this Agreement shall be construed as a waiver saving express written provision of such waiver, and this Agreement shall not be amended saving express written provision of such amendment by all parties hereto.
- 14.3 The Parties covenant and agree that the invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision, and any invalid provision will be severable, or will be deemed to be severable.

- 14.4 No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties. Notwithstanding the foregoing, the Municipality may amend Schedule A attached here to as provided in Article 6.
- 14.5 Except as may be expressly provided in this Agreement, no Party may assign their rights or obligations under this Agreement without the prior written consent of the other Parties.
- 14.6 This Agreement shall be binding upon and enure to the benefit of each of the Parties and their respective successors and permitted assigns.
- 14.7 The Parties hereto agree to execute and deliver any further documents or assurances or to furnish any further information or perform any other act reasonably necessary to give full effect to the terms herein.
- 14.8 Time shall in all respects be of the essence in the Agreement.
- 14.9 This Agreement constitutes the entire understanding between the Municipality and the Village with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations, whether written or oral.
- 14.10 The law governing this Agreement and any action, matter or proceeding based upon or relating to this Agreement shall be the law of the Province of Nova Scotia, which shall have exclusive jurisdiction over any action or proceeding based upon or relating to this Agreement.
- 14.11 This Agreement may be executed and delivered by electronic means and in counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the Municipality and the Village, intending to be legally bound, have executed this Agreement by their duly authorized representatives on the date first hereinabove written.

MUNICIPALITY OF THE COUNTY OF KINGS

VILLAGE OF _____

Name and Title:

Name and Title:

Name and Title:

Name and Title:

Witness Name:

Witness Name:

SCHEDULE "A"

GRANT METHODOLOGY AND CALCULATION (LAST UPDATED JUNE 3, 2024)

Grant Methodology

The total Grant amount provided under this Program for the 2025/2026 fiscal year, that will be distributed amongst the seven Villages within the County of Kings, shall be \$1,050,000.

The Grant amount provided under this Agreement shall be calculated based on the following methodology and distribution:

Base Amount

- Villages with Sewer and Water Infrastructure - \$75,000 per year
- Villages without Sewer and Water Infrastructure - \$20,000 per year

Variable Amount

Historical Costs of Sewer and Water Infrastructure (25/100 weighting allocation):

- This variable is used to reflect the overall quantity and value of sewer and water infrastructure.
- Historical costs of sewer and water infrastructure shall comprise 25% of the weighting allocation of the Grant.
- The historical costs shall be reviewed and updated annually, in November of each year, based on the most recent audited year-end financial statements for the Villages.

Accumulated Amortization of Sewer and Water Infrastructure (25/100 weighting allocation):

- This variable is used to reflect the age of the sewer and water infrastructure.
- Accumulated amortization of sewer and water infrastructure shall comprise 25% of the weighting allocation of the Grant.
- The accumulated amortization amounts shall be reviewed and updated annually, in November of each year, based on the most recent audited year-end financial statements for the Villages.

Five-Year Average of Annual Village Expenditures (25/100 weighting allocation):

- This variable is used to reflect the costs incurred by the Village to maintain infrastructure and related services.
- The five-year average of annual Village expenditures shall comprise 25% of the weighting allocation of the Grant.
- The annual Village expenditures shall be determined based on the audited year-end financial statements for the Villages and shall be exclusive of fire related expenditures.
- The expenditure amounts will be updated annually, in November of each year, based on the most recent audited year-end financial statements for the Villages.

- If audited year-end financial statements are not available for one or more years within the last five years, those year(s) will be excluded from the average (e.g. calculation will be based on four-year average rather than five-year average).

Assessment (12.5/100 weighting allocation):

- This variable is used to reflect overall demand for property related infrastructure and services.
- Assessment shall comprise 12.5% of the weighting allocation of the Grant.
- The total assessment values for the Villages shall be updated annually, in November of each year, based on the prior year assessment information provided by the Property Valuation Services Corporation.

Number of Dwellings (12.5/100 weighting allocation):

- This variable is used to reflect overall demand for residential related infrastructure and services.
- Number of dwellings shall comprise of 12.5% of the weighting allocation of the Grant.
- The total number of dwellings for the Villages shall be updated annually, as of November 30th of each year, based on the current Kings County GIS civic data points.

2025/2026 Grant Calculation (final amounts TBD in November 2024 as per above)

Village	Average Expenditures (2019-2023)	Dwellings (April 2024)	Assessment (2024)	Sewer and Water Infrastructure March 2023	Sewer and Water Acc'd Amort. March 2023
	25%	12.5%	12.5%	25%	25%
New Minas	\$2,359,169	2,126	\$479,754,992	\$24,722,862	\$8,376,795
Port Williams	\$546,441	785	\$234,882,300	\$6,277,914	\$2,574,089
Canning	\$234,103	344	\$64,710,600	\$5,847,996	\$1,985,510
Cornwallis Square	\$104,114	1,561	\$362,330,200		
Aylesford	\$127,424	520	\$79,643,500		
Kingston	\$1,002,389	1,536	\$311,814,800	\$5,862,958	\$3,118,904
Greenwood	\$365,129	1,054	\$228,580,400		
Total	\$4,738,768	7,926	\$1,761,716,792	\$42,711,730	\$16,055,298

Village	Base Grant Amount	Variable Grant Amount		2025/2026 Total Grant Amount
New Minas	\$75,000	\$322,350		\$397,350
Port Williams	\$75,000	\$92,944		\$167,944
Canning	\$75,000	\$60,384		\$135,384
Cornwallis Square	\$20,000	\$38,516		\$58,516
Aylesford	\$20,000	\$14,196		\$34,196
Kingston	\$75,000	\$125,658		\$200,658
Greenwood	\$20,000	\$35,952		\$55,952
Total	\$360,000	\$690,000		\$1,050,000

SCHEDULE "B"

Eligible Project Categories

The Program shall consider funding for infrastructure projects within the following eligible categories. Eligible projects under each category are not limited to the examples described below.

1. Sewer System Installations or Enhancements and Wastewater Treatment Plant Upgrades:
 - a. Upgrades or expansions to existing sewer systems
 - b. Construction of new sewer lines
 - c. Rehabilitation or replacement of aging sewer infrastructure
 - d. Installation of sewer pumping stations
 - e. Installation of advanced treatment technologies
 - f. Expansion of treatment capacity to accommodate growing population
 - g. Upgrades to meet environmental regulations and standards
2. Water System Installations/Improvements/Rehabilitation:
 - a. Installation or rehabilitation of water supply infrastructure
 - b. Upgrades to water treatment facilities
 - c. Expansion or replacement of water distribution networks
 - d. Installation of water meters and monitoring systems
 - e. Replacement or repair of aging water mains and pipes
 - f. Installation of water filtration and purification systems
 - g. Improvement of water storage and distribution infrastructure
3. Sidewalk and Active Transportation Enhancements¹:
 - a. Construction, repair, or upgrades of crosswalks, sidewalks, and footpaths
 - b. Accessibility improvements for individuals with disabilities
 - c. Development of multi-purpose trails
 - d. Culverts, drainage, or other related infrastructure
 - e. Development of bike-sharing systems and bike lanes
4. Public Facilities and Amenities¹:
 - a. Construction, renovation, or upgrade of multipurpose community centers, libraries, and recreational facilities
 - b. Improvement or expansion of parks and green spaces, such as playgrounds, sports fields, and fitness areas
 - c. Construction or renovation of senior centers and youth facilities
 - d. Installation of park amenities such as benches, picnic areas, and restroom facilities
 - e. Accessibility enhancements for public buildings and facilities
 - f. Construction or improvement of parking lots and transportation hubs
 - g. Creation of spaces for cultural activities, workshops, and community programs

¹ Projects under these categories will be required to demonstrate that accessibility requirements have been incorporated.

5. Environmental and Green Infrastructure:
 - a. Construction or improvement of stormwater management systems
 - b. Erosion control measures
 - c. Installation of drainage infrastructure to prevent flooding
 - d. Implementation of flood control measures, such as levees, dykes, and retention ponds
 - e. Installation of sustainable or renewable energy systems and related infrastructure
 - f. Installation of energy-efficient lighting and heating systems
 - g. Environmental remediation projects
 - h. Other infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters
6. Asset Management
 - a. Development of studies related to asset management
 - b. Software or other monitoring equipment directly related to asset management planning
 - c. Creation and implementation of asset management plans
7. Digital Connectivity:
 - a. Expansion of broadband infrastructure and high-speed internet access
 - b. Implementation of public Wi-Fi hotspots in community areas
 - c. Upgrades to digital communication systems for improved connectivity
8. Street Lighting Upgrades:
 - a. Conversion to energy-efficient LED lighting
 - b. Expansion of street lighting coverage to improve safety and visibility
 - c. Implementation of smart lighting systems for better energy management
9. Water Conservation Measures:
 - a. Implementation of water conservation and efficiency programs
 - b. Installation of water-saving fixtures and appliances in public buildings
 - c. Creation of public education campaigns to promote responsible water use
10. Other Infrastructure Projects:
 - a. Any other infrastructure projects deemed essential for enhancing the overall well-being, sustainability, and quality of life in the Villages within the Municipality
 - b. Eligibility requests for other infrastructure projects are required to be approved by the Municipality prior to inclusion in the VCEP

Eligibility of specific projects within these categories shall be subject to the criteria and guidelines outlined in the Agreement and any applicable regulations.

SCHEDULE "C"

Eligible Expenses

Eligible Expenses must:

1. be reasonable and directly related to the Project, as determined by the Municipality;
2. be incurred paid after the Submission Deadline and before the termination of this Agreement; and
3. consist of the following categories of expenditures:
 - a) costs of acquiring, constructing, rehabilitation and improvement of assets relating to the Project (excluding lands);
 - b) costs of material and supplies;
 - c) professional fees for contracted services;
 - d) costs of planning and assessment;
 - e) all Capital Costs;
 - f) costs of performing activities related to the Project by contractors;
 - g) costs associated with licenses and permits;
 - h) costs of renting or leasing of equipment related to the construction of the Project;
 - i) costs of engineering and environmental reviews, including costs related to an environmental or impact assessment, and the costs of mitigation measures, follow-up, and remedial activities identified in any environmental or impact assessment
 - j) costs related to the consultation of Indigenous groups, where applicable;
 - k) travel expenditures (including the cost of accommodations, vehicle rental and kilometric rates, bus, train, airplane or taxi fares, allowances for meals and incidentals), subject to these expenditures relating to Capital Costs;
 - l) provincial/territorial sales tax, goods and services tax, or harmonized sales tax for which the Village or a third party is not eligible for a rebate, and any other costs that are ineligible for rebate; and
 - m) other costs that, in the opinion of the Municipality, are considered to be direct and necessary for the successful implementation of a Project and have been approved by the Municipality in writing prior to being incurred.

October XX, 2024

Municipal Council
C/O Scott Conrod, CAO
Municipality of Kings
181 Coldbrook Village Park Drive
Coldbrook, NS B4R 1B9

Dear Councillors,

Re: Village Infrastructure Capital Enhancement (VICE) Program

Thank you for taking the time to engage with the Villages of Kings County on the important subject of infrastructure capital enhancement. For many years the Villages have sustained essential infrastructure by making use of the Canada Community Building Fund (CCBF), also known as “Gas Tax”. This program has been an effective and necessary tool to enable a high level of service to our communities.

Following the Village-Municipal meeting of September 18th, 2024, where the VICE program was proposed as an alternative to the distribution of CCBF funds, Village Commissioners and staff have had the opportunity to consider the proposal. While components of the proposal are agreeable, there were some fundamental concerns raised.

We, the undersigned Village representative, are proposing the following amendments to the draft agreement for your consideration:

1. Remove or amend section 7.3 to enable the rollover of unused VICE funds beyond five years. In many cases, larger infrastructure projects require many years of accumulated funds before implementation. The “spend it or lose it” approach could encourage impulsive spending.
2. For the duration of the CCBF program Villages had a sense of fund stability for each period that the Federal and Provincial governments renewed the program. We request contract terms that ensure the total funds allocated to the VICE program will not decrease from year to year.
3. Include base rates that reflect three categories of Villages, those with neither sewer or water, those with either sewer and water, and those with both.

4. In combination with request #3, adjust the calculation for distributing funds so that no Village receives less annual allotment than they currently receive under the CCBF.
5. Amend 10.5 to remove the ability for the Municipality to prioritize the Villages' capital projects under the program, recognizing that the Villages have the best understanding of their own infrastructure needs.

We feel that these amendments are reasonable and respect the overall goals and intentions of the proposed agreement while addressing concerns raised by several Villages following our meeting.

Respectfully,

Angela Cruickshank, Chair
Village of Canning

Lewis Benedict, Chair
Village of Port Williams

Brian Banks, Chair
Village of Greenwood

Michael Keith, Chair
Village of Cornwallis Square

Dave Chaulk, Chair
Village of New Minas

Wayne Fowler, Chair
Village of Kingston

John DeCoste, Chair
Village of Aylesford



Village of New Minas
Commission Meeting
October 15, 2024 @ 7:00 PM
Commission Room, LMCC
New Minas, Nova Scotia
AGENDA

11. Correspondence

From: [Christine DeWolfe](#)
To: [Tim Bouter](#)
Subject: Elementary school concerns
Date: September 10, 2024 3:53:32 PM

Over the past few years, we have seen greater traffic and population increases within the village of New Minas. Yet no actions to accommodate or mitigate these issues in regards to the New Minas Elementary School. We have many young children (under age 9) commuting by foot up to 2 km each way, having to cross the main highway in all weather conditions to navigate attending school. The pick up and drop off situation for any families who have the ability to do so, is also becoming a hazard. Vehicles lined up blocking the fire department property, onto the main commercial street highway. The only placement to park to pick up is a public store parking lot which could be deemed unusable by the store itself at any point and the school board is not holding themselves liable for any means of commuting the kids to and from although it is deemed necessary. For a school of almost 300 average children there is only 5 buses and the 3 cross guard workers to assist at only 3 points for the entirety of the 2km radius. This does need to be addressed before a child is injured or worse due to the congestion in our community. We do understand logistics and having a blanket rule but accommodations need to be considered when on a case by case basis. We would appreciate support in having these points considered. Whether it be doubling bus routes to accommodate the growing population if only a certain amount of drivers are available for existing routes to accommodate more children surrounding, or adding additional transportation for the 1-.5 km grace area for the many children who deserve to have safe transportation to school as well in our community. We would like to thank you for your consideration and support in the matter if you are able to advocate for us, being apart of this community for many years.

Best Regards,

Christine DeWolfe