

MUNICIPALITY OF THE COUNTY OF
ANTIGONISH

Asset Management Committee
Tuesday, September 5th, 2017 Following Special Council
Municipal Administration Centre

- 1) Call to Order
- 2) Approval of Agenda
- 3) Review of Capital Improvement Project List
- 4) Consideration of a Waterline Extension in North Grant
- 5) Review and Approval of Three-Year Cost Share Agreement for Subdivision Streets
- 6) Notice of Local Improvement By-law Amendments
- 7) Winter maintenance of Ponderosa, Heritage and Chisholm Streets
- 8) Update on County Courthouse Repairs & Maintenance
- 9) In-Camera – Consideration of County Courthouse Lease Extension
- 10) Adjournment

TO: COMMITTEE MEMBERS
FROM: STAFF
SUBJECT: *ASSET MANAGEMENT COMMITTEE MEMO*
DATE: SEPTEMBER 5TH, 2017

REVIEW OF CAPITAL IMPROVEMENT PROJECT LIST (For Discussion)

One of the most important roles of the new Asset Management Committee is to consider capital renewal, replacement and expansion. The Municipality maintains a significant array of capital equipment, including water and sewer treatment and conveyance systems, roads and road maintenance equipment, a solid waste transfer facility and associated equipment, buildings and a small fleet of vehicles.

This first meeting of the fall will serve to “set the table” for the next five or six meetings we will hold between now and February, 2018, during which the Municipalities assets will be reviewed, opportunities and challenges discussed and decisions taken. To “set the table” we will begin with a broad view of the opportunities and challenges before the Municipality, rather than discussion of specific topics.

For many years Municipal Council has maintained a capital list of projects that primarily involve the expansion of municipal systems into un-serviced areas (this list can be seen below). Expansion of municipal systems has resulted in many benefits for the Municipality and will continue to create benefit. The introduction of the Local Improvement Bylaw provides the Municipality with another tool to make decisions on and fund these expansions.

Project Name	Description	Estimated Cost
Brierly Brook Waterline	At the completion of the agreement with the Town, a connection will have to be made to the Post Rd.	\$1,200,000
Fringe Fire Flow Upgrades / System Expansion	Upgrade flows in the Fringe Area.	\$5,500,000
St. Andrew's Sidewalks	Where within the village?	NA
Brierly Brook / Addington Forks Sewer Extension	Sewer Extension	NA
Post Road - Somers Rd Sidewalks	Extended from the intersections of Post Road / Appleseed Drive	\$333,000
Heatherton Farm Road Sewer	Sewer extension along Farm Road	\$150,000
Tracadie Sewer Treatment and Collection	Provide sewer services to the residents of Tracadie	\$1,570,000
West River Road Sewer Extension	Sewer Extension	\$400,000
Sewer Treatment Facility and Collection	Fringe area sewer treatment and collection	\$5,000,000
Cameron Kenny Hill Waterline	Water extension	\$501,850
Silver Birch Water & Sewer Extension	Extension of services	\$220,800
Landry's Loop South River Waterline	Water extension	\$160,000

Bayfield Rd/West Arm Sewer	Provide sewer services to the residents	\$550,000
Roman Valley / St. Andrews Water & Sewer Extension	Extension of services	\$245,000
Route 337 Sewer Extension	Sewer extension to Dale Archibald's	\$124,000
Skateboard Park		NA
Old #4 Sewer Extension	Sewer extension	NA
Havre Boucher Sewer Extension	Extended sewer services to the Old Frankville Rd	NA
Crocket Country Sidewalks		NA
Lanark / Harbour Centre Waterline	Water extension	NA
Lochaber Road Water reallocation	Water extension	\$300,000
Lochaber Road Sewer reallocation	Sewer extension	\$172,000
Addington Forks Sewer Line	Provide sewer services to residents	\$41,300
Lower South River Waterline Replacement		\$90,000
Highway #7 to Ashdale Waterline	Water extension	\$2,500,000
Highway #7 to VanHeightens Farm Waterline	Water extension	NA
Spruce Lane Water & Sewer	Service extension	NA
Greenwold Drive Beautification	Extend sidewalks from Beech Hill Rd to Williams Point Rd.	NA
Mount Cameron Curb & Gutter	Extend curb and gutter from Mount Cameron Circle to Harbour View Drive and Harbour View Crescent.	\$131,223
Route 337 Sidewalk	Sidewalk extension along Hwy 337 from Town boundary to second Mount Cameron Entrance	NA
St. Joseph's Water Utility Expansion	Expand water services to a larger area of the community	NA
South River Road Watermain Replacement	Replace existing watermain	\$757,900
Court House	Potential demolition of correctional facility and maintenance to the court house.	NA
Appleseed Drive Curb & Gutter	Curb & Gutter along the residential strip of Appleseed.	\$201,533
Sylvan Valley Sewer Line Replacement	This section of line is demonstrating significant infiltration.	

From this list, Municipal Council outlined six priorities. In turn, a business case is being created for each of these priorities. This includes finalizing project details like the route and service level, obtaining estimates and contacting property owners to ensure they are aware of their liabilities under the Local Improvement Bylaw. The short-list of projects can be seen below.

Project Name	Description	Estimated Cost
Somers Rd Waterline Extension	Extend water to residents of Somers Rd	\$600,000
North Grant Water & Sewer Extension	There have been multiple variations of this project, including only sewer or water and shorter distances. Service extensions across West River Bridge to the desired terminus along Hwy 245.	\$3,754,380
South Side Harbour Sewer Extension	Phase 1 - Gravity; Phase 2 to Village Lane	\$429,000; \$1,320,800
St. Joseph's Water Utility Expansion	Expand water services to a larger area of the community	\$600,000 - \$800,000
West River Sewer Extension	Extend municipal sewer along Trunk 7 from West River bridge to Ultramar	Estimate being secured
Cameron Kinney Hill Water	Extend municipal water from Ultramar at Trunk 7 to the top of Cameron Kinney Hill	\$501,850

Expansion is one component of the Municipality's role in Asset Management. In addition to these projects, the Municipality is responsible to see its existing assets appropriately maintained, renewed and eventually replaced. In the coming months Municipal Council will review and consider capital plans featuring the following:

Water Utilities:

- Looping waterlines to improve water quality and fire flows and provide secondary supply. As it stands, many of our waterlines are straight runs with a dead end. Strategic looping (connecting lines that were previously unconnected) strengthens our system in a number of ways. Opportunities for looping exist in the Fringe and Lower South River.
- Replacement of water meters at the Town boundary. While this opportunity needs further research, it may provide benefits for fire flows if manual bypasses are replaced with automated bypasses. Flows may also be improved by increasing the size of the meter.
- Consideration of strategic opportunities for County-owned water storage in the Fringe. This relates closely to the replacement of meters, as some meters may be eliminated due to storage.
- Consideration of further utilization of the Wright's River Aquifer.

Sewer Systems

- Investigation of inflow and infiltration (I&I) of sewer conveyance systems. Mitigating I&I can have significant benefits for sewer systems as less is spent on treating non-waste water and the life of sewer assets are extended. Strategic replacement of sewer lines to address significant I&I.
- Assessment of St. Andrews, Lower South River and Heatherton sewer treatment plants are under way for compliance with new waste water regulations. Assessments of the Town sewer treatment plant continue for compliance with new waste water regulations.

Facilities

- The Municipal Office and the Public Works Building are at capacity. As we continue to grow the Municipality will have to consider where and how it will house staff, programs and services.

- Consideration of the costs and benefits associated with the County Courthouse will continue as the building is assessed.
- The Community Solar Program provides an opportunity to displace some of the electrical load of a number of municipal buildings and create a new (albeit small) revenue stream for the Municipality.

Roads

- All municipally owned roads have been built since 1995 and have not required significant capital investment to date. However, as they age it will be important to assess and plan for strategic investments to avoid significant down-stream investments.
- J-Class Roads are subject to a cost-share agreement with the Department of Transportation & Infrastructure Renewal. Assessment and planning for these streets is as important as planning for our own.

The Municipality also maintains other assets, such as recreational equipment, equipment and vehicle fleets, and facilities such as the Antigonish Arena. Each will have a place in these conversations as we move forward.

Each Asset Management Committee meeting over the next 5 months will provide an opportunity to learn more about a specific area of municipal system (i.e.: water utilities, sewer systems, roads, solid waste, facilities, etc....), discuss opportunities and challenges within the area, and eventually make decisions.

NORTH GRANT WATERLINE (For Discussion)

At a previous meeting of Council, Councillor MacDonald requested that staff look into the cost of extending the waterline to the residents on the southern end of the community of North Grant. A revised cost estimate will be available at the meeting.

THREE-YEAR COST SHARE AGREEMENT FOR SUBDIVISION STREETS (For Decision)

The three-year cost share agreement with the Department of Transportation and Infrastructure Renewal (DTIR) provides the Municipality with an opportunity for a 50/50 cost share for capital improvements on J-Class Roads it identifies. The current three-year agreement for the paving of subdivision streets expires March 31, 2018. DTIR has submitted a new three-year agreement for consideration by the Municipality.

This agreement has been reviewed by staff – the only difference from the previous agreement concerns provisions to provide estimates when a participating municipality is funding its share of the paving through capital improvement charges. It is recommended that Council approves this agreement.

LOCAL IMPROVEMENTS BY-LAW AMENDMENT (For Information)

Please see the attached memo.

WINTER MAINTENANCE OF PONDEROSA, HERITAGE, AND CHISHOLM STREETS (For Discussion)

Further discussion will be held regarding the implications of the Municipality taking over the winter maintenance of Ponderosa, Heritage, and Chisholm Streets, which are local J-Class roads.

UPDATE ON COURTHOUSE REPAIRS (For Information)

As requested by Council, staff has been in the process of soliciting quotes on the preparation of a conservation plan / condition assessment on the Courthouse Building. An update on the status of that work to date will be provided at the meeting.

**IN-CAMERA - ACQUISITION, SALE, LEASE, AND SECURITY OF MUNICIPAL PROPERTY – ADDENDUM
TO THE COUNTY COURTHOUSE LEASE (For Decision)**

This subject matter falls within Section 22(2) of the Municipal Government Act as that which a committee may discuss in a closed session. It is recommended a motion be made to initiate an in-camera session. Materials will be provided at the meeting.



**Department of Transportation
& Infrastructure Renewal**
Capital Programs
Highway Engineering and
Construction

Johnston Building, 4th Floor
1672 Granville Street
PO Box 186
Halifax, Nova Scotia
B3J 2N2

Bus: 902-424-0897
Fax: 902-424-0571
E-mail:
laura.cunningham@novascotia.ca

July 24, 2017

Mr. Glenn Horne
Clerk/Treasurer
Municipality of the County of Antigonish
285 Beech Hill Road, R. R. # 6
Antigonish, NS B2G 0B4

Dear Mr. Horne:

RE: THREE YEAR COST SHARE AGREEMENT FOR SUBDIVISION STREETS

The current three-year agreement for the paving of subdivision streets expires March 31, 2018. Attached are two copies of the new three year agreement to be entered into with the Minister of Transportation and Infrastructure Renewal in order to continue this program.

The document will cover the terms of the agreement but will not list any specific subdivision roads that are to be paved. For each of the three years covered by the agreement, the Municipality will be asked to submit a prioritized list of roads for the next fiscal year. The Minister will return a letter advising of the approved roads for that fiscal year. Once the Municipality agrees to the approved list, it will become part of the agreement.

Please complete and affix Municipal Seal on the Resolution of Council authorizing the Warden and a designate to sign the agreements, then have the Warden and the designate sign both copies of the agreement, have witnessed, and affix the Municipal Seal. Please return **all** documents to me on or before September 15, 2017.

The Department requests that the Municipality return the attached agreement, whether or not you currently intend to submit subdivision roads for the program. Signing the outline agreement in no way commits the Municipality to the cost-sharing of the paving of any subdivision roads, unless an approved list is accepted in any fiscal year of the agreement. However, not having a signed agreement on file will prevent the Municipality from requesting any subdivision paving under this program for the next three fiscal years.

Yours truly,

Laura Cunningham
Capital Program Administration Officer

Resolution of Council

Cost Share Agreement No. 2018-002

The following Resolution was passed at a meeting of the Council of the Municipality of the County of Antigonish on the _____ day of _____ A.D., 2017.

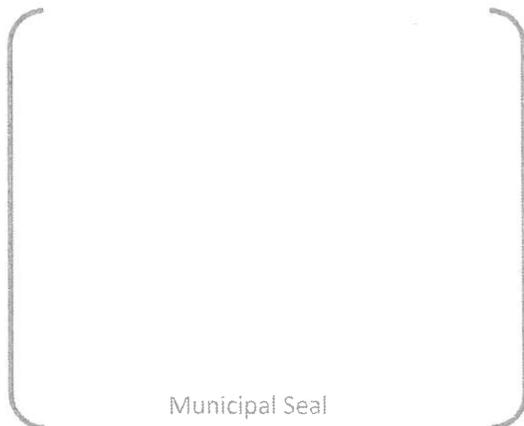
Moved by: _____

Seconded by: _____

“That the Warden and _____ be authorized to sign Cost Share Agreement No. 2018-002”

Motion Carried.

I certify that the above Resolution was passed at the duly called meeting of the Municipality of the County of Antigonish Council on _____ A.D., 2017.



Municipal Seal

Signature

Name (Print)

Title



**Transportation and
Infrastructure Renewal
Province of Nova Scotia**

COST SHARE AGREEMENT NO. 2018-002

THIS AGREEMENT made this _____ day of _____, 2017.

BETWEEN:

HER MAJESTY THE QUEEN in Right of the Province of Nova Scotia, represented in this behalf by the Minister of Transportation and Infrastructure Renewal for the Province of Nova Scotia (hereinafter called the "**Province**"),

OF THE ONE PART

- and -

MUNICIPALITY OF THE COUNTY OF ANTIGONISH, a body corporate under the laws of the Province of Nova Scotia (hereinafter called the "**Municipality**").

OF THE OTHER PART

WHEREAS the Province is of the opinion that certain Village and Subdivision Streets, under the jurisdiction of the Province, and located within the Municipality, are necessary and in the public interest;

AND WHEREAS by Memorandum to the Cabinet Number MH1104 dated May 12, 1988 the Executive Council approved a cost sharing paving program on these Village and Subdivision Streets;

AND WHEREAS the April 1996 Provincial-Municipal Service Exchange Agreement specified cost-sharing on Village and Subdivision Streets is set at a uniform 50-50% basis.

NOW THIS AGREEMENT WITNESSETH that in consideration of the covenants, promises and agreements herein contained to be by them observed, performed and paid, the parties mutually agree as follows:

1. INTERPRETATION

1.1 In this Agreement, unless something in the subject matter or context is inconsistent therewith, the following terms shall have the meanings set forth below:

- (a) **"Agreement"** means this Agreement.
- (b) **"Business Day"** means any day other than a Saturday, Sunday or a statutory holiday in the Province of Nova Scotia.
- (c) **"Fiscal Year"** means the 12-month period beginning on April 1 and ending on March 31;
- (d) **"Paving"** means the work of grading, gravelling, culvert work and required upgrading of Village and Subdivision Street to meet paving standard specifications. "Paving" also means the paving, repaving, or double chip sealing of the Village and Subdivision Streets. "Paving" shall also include pre-engineering, and/or design costs on site engineering supervision and inspection and incidental costs from the edge of the roadway to the limit of the right of way. The work **DOES NOT INCLUDE** feasibility studies, the construction, reconstruction, relocation, repairs or adjustments of sidewalks, water lines, fire hydrants, sanitary sewers, sanitary sewer manholes, utility poles, street lighting or similar work
- (e) **"Village and Subdivision Street"** means the village and subdivision streets constructed prior to April 1, 1995 under the administration and control of the Province.

1.2 In this Agreement, unless something in the subject matter or context is inconsistent therewith, words importing the singular number shall include the plural and *vice versa*; words importing a gender shall include the masculine, feminine and neutral genders; and words importing persons shall include individuals, partnerships, companies, associations, trusts, government agencies and any other form of organization or entity whatsoever.

1.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia.

1.4 This Agreement, constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements, understandings, representations or warranties, negotiations and discussions, whether oral or written, among the parties hereto with respect thereto, entered into prior to the date hereof, which are hereby terminated.

1.5 No amendment of this Agreement shall be binding unless in writing and signed by all of the parties hereto.

1.6 No waiver by any party hereto of any breach of any of the provisions of this Agreement shall take effect or be binding upon such party unless in writing and signed by such party. Unless otherwise provided therein, such waiver shall not limit or affect the rights of such party with respect to any other breach.

1.7 Time shall be of the essence of this Agreement.

2. TERM OF AGREEMENT

2.1 This Agreement shall be effective for each of the following Fiscal Years:

(a) 2018-19

(b) 2019-20

(c) 2020-21

3. DESIGNATION AND ACCEPTANCE OF STREETS

3.1 In fiscal year 2018-19; on or before October 31 prior to the start of each Fiscal Year to which this Agreement applies, the Municipality shall provide to the Province a notice stating if it intends to participate in the Paving program for the Fiscal Year in question, and if so, which streets it wishes to be considered for Paving.

3.2 Starting fiscal year 2019-2020 and any subsequent year of the agreement; if the Municipality chooses to participate in the program and uses a petitioning process to determine which Village and Subdivision Streets will be cost shared under this Agreement, **the petition must be completed prior to submitting the list, as per the timelines noted in 3.3.** If the Municipality requires a high-level estimate (i.e. dollar per kilometre (\$/KM)), the Municipality may request from the Province such an estimate to complete the petitioning process. **Only roads that have a successful petition are to be submitted to the Province.**

3.3 On or before October 31 prior to the start of each Fiscal Year to which this Agreement applies, the Municipality shall provide to the Province a notice stating if it intends to participate in the Paving program for the Fiscal Year in question, and if so, which streets it wishes to be considered for Paving.

3.4 If the Province receives a notice under section 3.1 or 3.3 that the Municipality wishes to participate in the Paving program for a Fiscal Year, the Province shall review the request and notify the Municipality of the streets the Province accepts for Paving and the anticipated cost of such Paving ("**Cost Estimate**").

3.5 Within 20 Business Days after the delivery of the Cost Estimate to the Municipality, the Municipality shall notify the Province whether or not it accepts the list of approved streets and the related Cost Estimate.

3.6 If the Municipality does not provide a notice to the Province under sections 3.1 or 3.3 by the specified times, it shall be deemed to be notification that the Municipality does not wish to participate in the Paving program for the Fiscal Year in question.

3.7 The parties acknowledge that the extent to which the Province can accept streets for the program in any Fiscal Year is contingent upon the amount of funding the Paving program receives for the Fiscal Year and the number of municipalities that wish to participate in the Paving program.

4. ADDITIONAL WORK

4.1 If an approved street for the Paving program requires that the Province make adjustments to manholes, catch basins or water valves, the Province shall make adjustments as part of the Municipalities request for Paving ("**Additional Work**"). Additional Work will be undertaken at the cost of the Municipality for which it agrees to make payment to the Province. The Municipality will be invoiced by the Province at the standard unit price for the required Additional Work.

5. MUNICIPALITY'S OBLIGATIONS

5.1 The Municipality shall be responsible for acquiring, at its sole expense, all additional land required for Paving and Additional Work, including any necessary licenses or leases.

5.2 The Municipality agrees to indemnify and save harmless the Province and its officers, employees and agents from all liabilities, fines, suits, claims, demands and actions, of any kind and nature for which the Province or its officers, employees or agents shall or may become liable or suffer by reason of any breach, violation or non-performance by the Municipality of any covenant, term or provision hereof or by reason of any death or injury of any person or any damage or destruction of any property resulting from any act, neglect or default on the part of the Municipality or any of its servants, employees, agents, invitees or licensees whatsoever.

6. PROVINCE'S OBLIGATIONS

6.1 Where the Municipality has accepted the list of approved streets under section 3.5 and the related Cost Estimate under section 3.4, the Province shall be responsible for tendering the Paving and any Additional Work and for all construction oversight and management of the Paving and any Additional Work.

6.2 The Province shall notify the Municipality in writing of any cost overruns in excess of ten (10%) percent of the Cost Estimate (the "**Cost Overrun**") within 10 Business Days of becoming aware of such Cost Overruns.

6.3 The Province shall provide the Municipality with statements of account for Paving and any Additional Work upon completion of the contract (the "**Statement of Accounts**").

7. CONTRIBUTION AND PAYMENT

7.1 The Municipality shall pay to the Province, within 60 days of submission of accounts by the Province to the Municipality:

(a) fifty percent (50%) of the total amount of the statement of account for Paving; and

(b) one hundred percent (100%) of the amount of the statement of account for Additional Work.

8. NOTICES

8.1 All notice, demand or other communication to be given in connection with this Agreement shall be in writing and shall be given by personal delivery, registered mail or by electronic means of communication addressed to the recipient as follows:

(a) to the Municipality at

Mr. Glenn Horne
Clerk/Treasurer
Municipality of the County of Antigonish
285 Beech Hill Road, R.R. #6
Antigonish, NS B2G 0B4
Tel (902) 863-1117
Fax (902) 863-5751

(b) to the Province at

Laura Cunningham
Capital Program Administration Officer
Johnston Building, 1672 Granville St.
P.O. Box 186
Halifax, NS B3J 2N2
Tel (902) 424-0897
Fax (902) 424-0571

- (c) or, to such other address, individual or electronic communication number as may be designated by notice given by either party to the other in accordance herewith. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to be given on the day of actual delivery thereof and, if given by registered mail, on the fifth business day following the deposit thereof in the mail and if given by electronic communication, on the day of transmittal thereof if given during normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonable to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or communication shall not be mailed but shall be given by personal delivery or by electronic communication.

IN WITNESS WHEREOF the Province has hereunto subscribed its hand and affixed its seal and the Municipality has set and affixed its corporate seal authenticated by the signatures of the ~~Mayor~~ ^{Warden} and the witness hereunto duly authorized.

SIGNED, SEALED and DELIVERED in
The presence of:

Her Majesty the Queen, in Right of the
Province of Nova Scotia as represented
by the Minister of Transportation and
Infrastructure Renewal



Witness



Lloyd P. Hines, Minister
Department of Transportation & Infrastructure
Renewal

Municipality of the County of Antigonish

Witness

Warden Owen McCarron

Witness

Resolution of Council Designate

Municipal Seal

TIR Seal

MUNICIPALITY OF THE COUNTY OF
ANTIGONISH

MEMO FOR INFORMATION

TO: ASSET MANAGEMENT COMMITTEE
FROM: GLENN HORNE, MUNICIPAL CLERK TREASURER
SUBJECT: ***AMENDMENTS TO THE LOCAL IMPROVEMENT BYLAW RE: SOMERS ROAD WATERLINE EXTENSION***
DATE: SEPTEMBER 5, 2017

SUMMARY

The Municipality is completing an extension of a waterline at Somers Road. This capital improvement is subject to local improvement charges. This memo outlines the required process to impose capital charges as described in the Municipality's Local Improvements Bylaw.

A copy of the proposed amendments to "Schedule A" and Section 11 of the bylaw are attached. A copy of the by-law can be found on the Municipality's website or in your policy binder.

BACKGROUND

The Bylaw takes authority from Section 81 of the Municipal Government Act, which provides that, "... *council may make by-laws imposing, fixing and providing methods of enforcing payment of charges for...*" a variety of capital and other improvements. In short, it permits the Municipality to recoup capital costs from impacted property owners for capital improvements. To summarize from the definition used in the Bylaw, a local improvement is a new or extension to existing water, wastewater, and storm water (curb & gutter) systems, transportation facilities (roads, sidewalk, active transportation routes) or other anticipated capital requirement.

The Municipality's Local Improvements Bylaw was debated and reviewed by Council throughout 2012 & 2013, and brought into enforcement in August 2013. The Bylaw was again reviewed by Municipal Council throughout the winter of 2017, which included an environmental scan of other municipalities and review of how capital improvement charges have been used by the County.

CONSIDERATIONS

Amendment to Schedule A

Section 81 of the Municipal Government Act, *By-law regarding the payment of charges*, allows for a municipality to adopt a by-law imposing, fixing and providing methods of enforcing payment of charges for a variety of capital improvements. Section 81(3) outlines the parameters of such a by-law, many of which are included in the Municipality's by-law.

Section 4 of the Municipality's Bylaw states the following:

4. Charge Imposed

Where a local improvement has been carried out by the Municipality of the County of Antigonish in an area identified in Schedule "A" as amended from time to time, a tax is hereby levied upon every owner of real property situated in whole or in part within the identified area except to the extent that any lot or the owner thereof is totally or partially exempt from tax by provisions in this By-Law or the provisions of Schedule "A".

Based on the Municipal Government Act and the By-law itself, the fixing and enforcement of capital improvement charges requires a by-law amendment. Specifically, an amendment to Schedule A to include the Somers Road Waterline Extension as an improvement for which charges are fixed (Please see a draft of Schedule A attached).

Part VIII of the Municipal Government Act, By-Laws, outlines the procedure for consideration and approval of a municipal by-law. Amending a by-law requires the same process, which is:

- First reading of the proposed by-law or amendment (notice; a vote by Council to proceed to second reading is required);
- Published, public notice at least fourteen-days prior to second reading;
- Second reading of the proposed by-law or amendment (consideration of the amendment; a vote by Council to approve the by-law or amendment); and,
- Publication of the by-law, upon which it has the force of law.

The draft by-law amendment attached would follow this process and permit the fixing of capital improvement charges to the lots identified. It also provides for the fixing of charges for lots created in the future, which leads us to the next proposed by-law amendment.

Amendment to Section 11(e), Lien

In addition to providing for the Somers Road Waterline in Schedule A, a second amendment to the By-law is proposed. If left as currently written in the By-law, Section 11(e), Lien, would create a contradiction concerning the allocation of capital improvement charges in the event of subdivision.

As it is written, if a lot subject to capital improvement is subdivided the improvement charge is apportioned among the new lots. For example, if a \$100 local improvement charge was fixed on a lot that was then subdivided into two approximately equal lots, a \$50 charge would be fixed on each lot. This is counter to the intent of the Municipality to recover capital costs from new lots in the same manner as existing lots.

By amending Section 11(e) as proposed in the attached draft, the Municipality is permitted to collect additional capital charges from lots created after the local improvement occurs. Using the same example, if a \$100 local improvement charge was fixed on a lot that was then subdivided into two approximately equal lots, a \$100 charge would be fixed on each new lot while the original charge and any accrued interest stays with the remainder lot. Under this scenario, lots that are created after the local improvement is completed will be treated in the same manner as those that already existed.

Both amendments have been reviewed by the Municipality's solicitor for legality and internal consistency.

NEXT STEPS

Work on the Somers Road Waterline Extension is ongoing; we expect it will be completed by the end of the week. Once complete and all invoices have been submitted, municipal officials will be able to calculate the per lot capital charge for this project.

First reading of this by-law amendment is tentatively scheduled for Tuesday, October 17. In addition to published, public notice of the proposed amendment, a letter will be sent to all property owners fronting Somers Road informing them of the process and of the final amount of the capital improvement charge.

Second Reading is tentatively scheduled for Tuesday, November 21, 2017. If approved by Council the amendment would have the force of law upon being advertised the following week.

SCHEDULE "A"

- 1 Somers Road water main extension – 2017.
- a) The project will involve a 1.5 km extension of the existing water main to the end of Somers Road.
 - b) Properties with the following PID numbers shall be subject to the local improvement charge:

10016491; 10113082; 01209865; 10071348; 10105609; 01295419; 10008548;
01281401; 01209949; 01209964; 01281179; 01281195; 01281211; 10004844;
10009736; 01209907; 01209923; 10008001; 10124618; 01209956; 10035368;
01299098; 10071355; 10018752; 01299726; 01209873; 10070928; 01209931;
10125193.
 - c) The local improvement charge is a flat rate of \$,___ per property.
 - d) Each property owner shall have the option of paying one upfront payment or equal annual installments to a maximum of ten years.
 - e) Any property subsequently created fronting Somers Road in the area of the water main extension described herein is subject to the local improvement charge stated in 1(c) and the terms of payment stated in 1(d).
 - f) Any property not listed in 1(b) seeking to connect to the water main extension described herein is subject to the local improvement charge stated in 1(c) as well as the Building Service Connection fee stated in section 9(1) of this By-Law.
 - g) The cost of the project shall be subject to an interest rate of 0%.

Proposed amendment to Lien, 11(e):

Existing:

Where a property subject to a lien is subdivided, the amount of the charge plus interest then unpaid shall be apportioned among the new lots according to the assessed value that the new lots have in relation to the total assessed value of the entire property before subdivision.

Proposed Amendment:

Where a property subject to a lien is subdivided, the amount of the charge plus interest then unpaid shall be due from the property to which the charges were originally fixed.