



THE MUNICIPALITY OF THE COUNTY OF
LA MUNICIPALITÉ DU COMTÉ DE
RICHMOND

BY-LAW / POLICY COMMITTEE MEETING

Tuesday, June 9, 2026

6:00 p.m.

Council Chambers

AGENDA

1. Call to Order
2. Approval of Agenda
3. Review of minutes, Re:
 - a) May 28, 2026
4. By-Laws/Policy:
 - a) Positive Recreation Opportunities for All (PRO-Recreation) Program
5. New Business:
 - a) Affordable Housing Property Tax Adjustment Policy
6. Recommendations to Council (if applicable)
7. Adjournment

By-law/Policy Committee Meeting

May 28, 2026

Location: Council Chambers

Present: Warden Lois Landry, Deputy Warden Amanda Mombourquette, Councillor Brian Marchand, Councillor Brent Sampson, Councillor Shawn Samson, Troy MacCulloch, Chief Administrative Officer, Kathleen Jeffrey, Director of Finance, Jason Jankuloski, Citizen Appointee, Shelley David, Municipal Clerk

Regrets: Chris Boudreau, Director of Public Works, Shannon Mury, Director of Community Development and Recreation

1. Call to Order

Warden Lois Landry called the meeting to order at 6:00 p.m.

2. Approval of the Agenda

Moved by Deputy Warden Amanda Mombourquette, seconded by Councillor Brent Sampson, that the agenda be approved.

Motion carried.

Councillor Shawn Samson arrived at the meeting at 6:03 p.m.

3. Review of minutes, Re:

a) May 12, 2026

Moved by Deputy Warden Amanda Mombourquette, seconded by Councillor Brent Sampson, that the meeting minutes of May 12, 2026, be adopted.

Motion carried.

4. By-Law/Policy:

a) Marketing Levy By-law

Moved by Deputy Warden Amanda Mombourquette, seconded by Councillor Shawn Samson, that the By-Law/Policy Committee recommend to Council to accept the amendments to the Marketing Levy By-law as presented.

Motion carried.



5. Recommendation(s) to Council

See items 4(a) above.

6. Adjournment

There being no further business, the chair adjourned at 6:43 p.m.

Chairperson

Municipal Clerk

DRAFT



Title: Positive Recreation Opportunities for All (PRO-Recreation) Program

Approved by Council

Date:

Policy Review Notification

Date:

Policy Review

Date:

I certify this to be a true copy of the **Pro - Recreation Program Policy** as adopted by the Municipal Council of Richmond County at a Public Meeting held on _____.

Shelley David, Municipal Clerk

1. Purpose

- 1.1. The Municipality of the County of Richmond (MOCR) is committed to providing opportunities for residents to participate in recreation, physical activity, and wellness programs.
- 1.2. This Policy establishes the Positive Recreation Opportunities for All (PRO-Recreation) Program to reduce financial barriers to participation in eligible municipal recreation programs.

2. Scope

- 2.1. This Policy applies to residents of the MOCR who apply for financial assistance to participate in eligible MOCR recreation programs.
- 2.2. This Policy applies only to recreation programs organized, operated, or hosted by MOCR.
- 2.3. This Policy does not apply to programs offered by third-party organizations, associations, clubs, or private providers.

3. Definitions

- 3.1. "Household" means the applicant, spouse/partner, and dependent children residing at the same address.
- 3.2. "Eligible Program" means a recreation, physical activity, wellness, cultural, or community program approved by the Municipality.



4. Roles and Responsibilities

- 4.1. Municipal Council is responsible for reviewing, amending, and adopting this Policy.
- 4.2. The Chief Administrative Officer (CAO) is responsible for implementing and administering this Policy.
- 4.3. The Director of Community Development and Recreation, or designate, is responsible for reviewing applications, determining eligibility, and maintaining records.

5. Pro-Recreation Program

- 5.1. The Pro-Recreation Program shall be funded through annual municipal budget allocations and voluntary donations.
- 5.2. The Municipality may accept voluntary donations from individuals, businesses, community organizations, and other donors in support of the PRO-Recreation Program. Donations received shall be allocated to the PRO-Recreation Fund and used solely for the purposes of the Program. Tax receipts may be issued in accordance with Canada Revenue Agency requirements. A summary of the amount of donations received and funds distributed through the Program shall be reported to Council annually.
- 5.3. Subject to available funding and program capacity, eligible applicants may receive municipal assistance toward approved registration fees and/or equipment. The types and limits of assistance available, eligible programs, and the current household income threshold are reviewed annually and outlined on the current PRO-Recreation Application Form.
- 5.4. Assistance is non-transferable, has no cash value, and cannot be exchanged for cash reimbursement.

6. Eligibility

- 6.1. Applicants must:
 - a) Be a resident of the Municipality of the County of Richmond;
 - b) Meet the current household income threshold established by Council; and,
 - c) Provide proof of household income. This proof can be provided in the form of either the CRA Notice of Assessment or the CRA Proof of Income



Statement. It's important to note that the names of CRA forms may change periodically. Additionally, proof of income must be provided for all individuals aged 18 or older residing in the home.

7. Application Process

- 7.1. Applicants will use the PRO-Recreation Application Form provided by the Municipality.
- 7.2. Completed applications and proof of household income must be submitted at least ten business days before the start of the recreation program season for which assistance is requested. Early submission is encouraged to allow sufficient time for review.
- 7.3. Applications will be reviewed at least on a quarterly basis: in January, April, July, and October.
- 7.4. Applicants will be notified of the result of their application by the end of the month following a review period (i.e., if the application is reviewed in January, the applicant will be notified by February 28).
- 7.5. Refunds or credits will not be issued for programs that occurred prior to the approval of the application.

8. Privacy and Confidentiality

- 8.1. Personal information collected under this Policy shall be administered in accordance with the Freedom of Information and Protection of Privacy Act (FOIPOP).
- 8.2. Information shall be used solely for determining eligibility and administering the program.

9. Review and Amendment Schedule

- 9.1. This policy will be reviewed every four years from the date of approval.

Date of Review	Approved/Amended by Council



Title: Affordable Housing Property Tax Adjustment Policy

Approved by Council

Date:

Policy Review Notification

Date:

Policy Review

Date:

I certify this to be a true copy of the **Affordable Housing Property Tax Adjustment Policy** as adopted by the Municipal Council of Richmond County at a Public Meeting held on _____.

Shelley David, Municipal Clerk

1. Legislative Authority

1.1. This Policy derives its authority from Section 57(4) of the Municipal Government Act.

2. Purpose

2.1. The purpose of this Policy is to encourage and assist developers in the creation of new Affordable Housing Dwelling Units within the Municipality by providing an annual partial adjustment on property taxes.

3. Scope

3.1. This Policy applies to Property Owners who create four or more new Affordable Housing Dwelling Units and agree to keep the units affordable for a period of 10 years.

4. Definitions

4.1. **"Actual Taxable Assessed Value"** means the Taxable Assessed Value of the Affordable Housing Dwelling Units pursuant to the published assessment roll applicable for the taxation year in which the Tax Adjustment Eligible Assessment is to be determined, subject to any adjustments to taxes arising from assessment appeals or changes to the Taxable Assessed Value made by PVSC through requests for reconsideration.



- 4.2. **"Affordable Housing Dwelling Unit"** means a dwelling unit for which the rent does not exceed 30 percent of the gross annual household income; or is at 80% or less than the average market rent as defined by the Canada Mortgage and Housing Corporation (CMHC) for the Municipality.
- 4.3. **"Base Year Taxable Assessed Value"** means the Taxable Assessed Value applicable for the taxation year in which a Tax Adjustment Agreement is signed for the eligible property upon which development is to be constructed or completed.
- 4.4. **"Canada Mortgage and Housing Corporation (CMHC)"** is a Canadian crown corporation that serves as the national housing agency of Canada.
- 4.5. **"Dwelling Unit"** means one or more habitable rooms designed or intended for use by one or more individuals as an independent and separate housekeeping establishment in which separate kitchen and sanitary facilities are provided for the exclusive use of such individual or individuals, with a private entrance from outside the building or from a common hallway or stairway inside the building. For example, a dwelling unit can be a one-unit dwelling, one of two dwelling units in a two-unit dwelling, or one dwelling unit in an apartment building.
- 4.6. **"Municipality"** means the Municipality of the County of Richmond (MOCR);
- 4.7. **"Property Owner"** means the person named on the assessment roll as responsible for the taxes for the eligible property.
- 4.8. **"PVSC"** Property Valuation Services Corporation
- 4.9. **"Tax Adjustment Eligible Assessment"** means the amount calculated using the following formula:
- $$\text{Tax Adjustment Eligible Assessment} = \text{Actual Taxable Assessed Value} - \text{Base Year Taxable Assessed Value.}$$
- 4.10. **"Tax Adjustment Agreement"** means an agreement signed between the Municipality and the Property Owner under this Policy, which defines the terms and conditions of the property tax adjustment and cannot be



altered without prior approval.

5. Roles and Responsibilities

- 5.1. Municipal Council will be responsible for reviewing, amending, and adopting the Affordable Housing Property Tax Adjustment Policy
- 5.2. The CAO will be responsible for implementing and administering this Policy.
- 5.3. The Director of Finance is responsible for providing guidance on the application of this Policy

6. Tax Adjustment Agreement

- 6.1. The term of the Tax Adjustment Agreement shall not be greater than 10 years.
- 6.2. The Tax Adjustment Agreement must be registered on title.
- 6.3. The Applicant must agree in the Tax Adjustment Agreements to the following items:
 - a) the portion of the building or property that will be considered under the Tax Adjustment Agreement;
 - b) duration of the Tax Adjustment Agreement;
 - c) the process for reporting annually to the Municipality; and
 - d) to notify the Municipality if Dwelling Units cease to be considered Affordable Housing Dwelling Units in accordance with this Policy.
- 6.4. The Tax Adjustment Agreement signed by the parties will be substantially the same as the form agreement attached as Appendix A" to this By-Law and forming part of the By-Law.

7. Affordable Housing Tax Adjustment

- 7.1. A successful Applicant must sign a Tax Adjustment Agreement with the Municipality prior to any property tax adjustment being issued.
- 7.2. The Tax Adjustment issued through this Policy will be detailed in the Tax Adjustment Agreement.
- 7.3. The property tax adjustment shall begin on the taxation year after:
 - a) the issuance of an Occupancy Permit for Affordable Housing Dwelling Unit(s); and
 - b) the eligible property is first reassessed by PVSC to fully reflect the



development that the Property Owner is receiving the property tax adjustment for.

- c) The property tax adjustment may be provided that:
 - d) the Applicant provides documentation to the Municipality confirming that each unit remains an Affordable Housing Dwelling Unit as defined by this Policy and subsequent Tax Adjustment Agreement.
 - e) there are no outstanding taxes, water rates, or other sums owed to the Municipality with respect to any property within the Municipality that is legally registered in the name of the Applicant;
 - f) there are no outstanding work orders and/or orders or requests to comply from any municipal or provincial entity; and
 - g) all other criteria and conditions are met of the Tax Adjustment Agreement.
- 7.4. All property tax adjustments will cease if, during the duration of the Tax Adjustment Agreement, the building is demolished, except to expand an eligible use. Tax Adjustment amounts that would have been payable in the year in which the demolition occurs will be adjusted on a pro-rated basis to reflect the date of the demolition and will cease thereafter.
- 7.5. If the Applicant breaches the terms and conditions outlined in the Tax Adjustment Agreement, the subject property shall be fully taxable in the year in which the breach of conditions occurs and in all subsequent years.
- 7.6. In case of an assessment appeal to PVSC, the Municipality reserves the right to withhold any forthcoming property tax adjustment pending final disposition of the appeal.
- 7.7. For Applicants on preauthorized payment arrangements, once the property tax adjustment has been processed, the total taxes levied, net of the adjustment for the taxation year, must be paid no later than March 31. Failing this condition, the adjustment shall be reversed, and interest will be assessed on the balance owing.



8. Property Tax Adjustment Availability

- 8.1. The property tax adjustment issued under this Policy is based on the amount of property tax collected on the increased taxable assessment resulting from a development containing Affordable Housing Dwelling Unit(s).
- 8.2. The property tax adjustment offered under this Policy shall only apply to the residential portion of any project that meets the criteria for Affordable Housing Dwelling Units outlined in the Tax Adjustment Agreement.
- 8.3. The property tax adjustment offered under this Policy shall only apply to properties containing four or more Affordable Housing Dwelling Units.
- 8.4. The Director of Finance shall conclusively determine the portion of the development and individual Affordable Housing Dwelling Units used in calculating the Actual Taxable Assessed Value.
- 8.5. The Municipality will offer a diminishing property adjustment tax for all new Affordable Housing Dwelling Units outlined in a Tax Adjustment Agreement for a period up to 10 years. The increase in property tax which results from all new Affordable Housing Dwelling Units shall be diminished by:
 - a) 90% municipal property tax in years 1-2
 - b) 75% municipal property tax in years 3-4
 - c) 60% municipal property tax in years 5-6
 - d) 45% municipal property tax in Year 7-8
 - e) 30% municipal property tax in Year 9-10

9. Adjustments Based on File Assessment

- 9.1. In the event there are any subsequent changes in the total taxes payable in any year due to reductions resulting from assessment appeals, and where such tax changes occur after property tax adjustment amounts have been paid, future year property tax adjustment entitlements may be reduced accordingly. Any overpayment of property tax adjustment amounts arising from subsequent assessment or tax reductions will be



deemed to be a debt owing to the Municipality.

10. Application Requirements

10.1. All applications must be received by the Municipality by mail, in person, or by e-mail.

10.2. All applications must include:

- a) legal names of the Property Owner(s) are required, and if an Applicant is acting on behalf of the owner, property authorization from the owner of the property;
- b) a copy of an approved Building and Development Permit issued in **2026** or later;
- c) a summary describing the project, including:
 - i. the total number of Affordable Housing Dwelling Units, and the approximate size and number of bedrooms
 - ii. the address and location of the proposed development
- d) verification to the satisfaction of the Director of Finance that the property contains four or more Affordable Housing Dwelling Unit(s) as outlined by this Policy;
- e) documentation demonstrating that there has been an increase in the property tax assessment and showing the amount of the increase over the beginning year;
- f) a valid email address for communication by the Municipality; and
- g) any other information that may be required by the Director of Finance, or delegate.

11. Stage Development

11.1. In the case of a staged development, where one portion of a property is developed in advance of others, each portion of the property will be treated as a separate eligible property. The first property tax adjustment will be based on the Tax Adjustment Eligible Assessment arising from the increased assessment on the first portion of the development. As other portions of the eligible property are developed, resulting in further



assessment increases, the Property Owner may apply to further participate based on the additional Tax Adjustment Eligible Assessment, subject to the continued availability of this Policy and the Property Owner's ability to meet the eligibility requirements and property tax adjustment entitlements in place at that time.

12. Policy Review or Repeal

12.1. This Policy shall be reviewed within six years of its coming into force to ensure the purpose of the Policy is still being met.

12.2. If this Policy, or any portion thereof, is repealed, any Applicant who has entered into a Tax Adjustment Agreement prior to the date of the repeal will continue until the duration of the agreement has been completed, despite its whole or partial repeal.

12.3. In the event of a repeal, for Applicants who are accepted into the program as of the date of the repeal, this Policy will continue to be in force and effect only for the limited purpose of providing for the continuation of the Tax Adjustment Agreement for those Applicants until the ten-year term is completed.

13. Appendix

13.1. Appendix A: Affordable Housing Property Tax Adjustment Agreement

14. Policy Review/Amendments

Date of Review	Approved/Amended by Council



APPENDIX A

AFFORDABLE HOUSING PROPERTY TAX ADJUSTMENT AGREEMENT

This **AGREEMENT** made this _____ day of _____ A.O. 20

Between

Municipality of the County of Richmond, a body corporate and politic in and for the Province of Nova Scotia, hereinafter called the "**MUNICIPALITY.**"

-and-

[Property Owner Name], a property owner duly registered on the assessment roll of the Municipality, hereinafter referred to as the "**Property Owner.**"

WHEREAS, the Municipality has established an Affordable Housing Property Tax Adjustment Policy (the "Policy") to encourage and assist developers in the creation of new Affordable Housing Dwelling Units within the Municipality by providing an annual partial adjustment on property taxes; and

WHEREAS, the Property Owner intends to create [Number] new Affordable Housing Dwelling Units within the Municipality and has agreed to keep the units affordable for a period of 10 years in accordance with the terms of the Policy.

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

1. Property Information

Name of registered Property Owner:

Address of Property:

Property Identification Number(s)::

Mailing Address of Owner:

Name of Agreement Recipient:

Mailing Address of Recipient:



2. Term of Agreement

The term of this Agreement shall commence on the date of execution and shall continue for a period 10 years.

3. Registration on Title

The Property Owner agrees that the portion of the building or property identified in Section 6 shall only be used for the purposes of providing Affordable Housing Dwelling Units for the term of this Agreement, and that the agreement shall constitute a charge upon the land.

4. Assignment

- (1) The Property Owner covenants to the Municipality that if the Property Owner intends to sell, transfer or assign the Property or if for any reason the Property ceases to be registered in the Property Owner's name prior to the advance of all of the adjustment, the Property Owner will immediately notify the CAO in writing of such change or proposed change of ownership.
- (2) Property tax adjustments shall cease upon the sale, transfer or assignment of the Property, unless, prior to the completion of such sale, transfer or assignment, the Property Owner and the new Property Owner enter into an Agreement with the Municipality, in a form and content satisfactory to the CAO and the Municipal Solicitor, in which it is agreed that the new Property Owner shall have the right to participate in the Affordable Housing Property Tax Adjustment.

5. Definition of Affordable Housing Dwelling Unit

For the purposes of this Agreement, the Property Owner shall agree that "Affordable Housing Dwelling Unit" shall mean a dwelling unit for which the rent:

- does not exceed 30 percent of the gross annual household income; or
- is at 80% or less than the average market rent as defined by the Canada Mortgage and Housing Corporation (CMHC) for the Municipality.

6. Terms of Tax Adjustment Agreement

The Property Owner agrees to the following terms and conditions:



- (a) the portion of the building or property covered eligible for a property tax adjustment shall be ____ m²;
- (b) [number of Affordable Housing Dwelling Units] are eligible for a property tax adjustment;
- (c) to maintain [number of Affordable Housing Dwelling Units] as an Affordable Housing Dwelling Units for the duration of this Agreement;
- (d) the rent charge for the duration of this Agreement shall be [select either does not exceed 30 percent of the gross annual household income or is 80% or less than the average market rent as defined by the Canada Mortgage and Housing Corporation (CMHC) for the Municipality]
- (e) provide an annual report to the Municipality confirming the rent charge for each Affordable Housing Dwelling Unit as defined by the Policy and this Agreement by [DATE] each year; and
- (f) to notify the Municipality if any Dwelling Units cease to meet the criteria of Affordable Housing Dwelling Units.

7. Property Tax Adjustment

The Property Owner shall receive a property tax adjustment subject to compliance with the terms and conditions of the Policy and this Agreement.

8. Diminishing Property Tax Adjustment

Based on the Policy, the increase in property tax which results from all new Affordable Housing Dwelling Units as identified in Subsection 6(b) shall be diminished for a period up to 10 years at the following rates:

- 90% municipal property tax in years 1-2
- 75% municipal property tax in years 3-4
- 60% municipal property tax in years 5-6
- 45% municipal property tax in Year 7-8
- 30% municipal property tax in Year 9-10

9. Compliance

The Property Owner shall comply with all requirements and conditions set forth in the Policy, this Agreement, and any applicable municipal by-laws or regulations.



10. Breach of Agreement

In the event of a breach of this Agreement by the Property Owner, the property shall become fully taxable in the year in which the breach occurs and in all subsequent years.

11. Review and Appeals

The Municipality reserves the right to review and withhold property tax adjustments pending the final disposition of any assessment appeals.

12. Policy Repeal

In the event the Policy is repealed by the Municipality, this Agreement shall continue until its completion.

13. Dissolution of Agreement

Either party may request to dissolve this Agreement by providing written notice to the other party. The requesting party must provide a valid reason for the dissolution request. Upon receipt of such notice, the parties shall enter into good faith negotiations to resolve any issues or concerns. If the parties are unable to reach a mutually agreeable resolution within [number] days of receipt of the notice, either party may seek appropriate legal remedies available under the law. Upon dissolution of the Agreement, any remaining property tax adjustments shall cease, and the property shall become fully taxable from the date of dissolution forward.

14. Schedule

The following Schedule is attached to and form part of this Agreement:

- Schedule A - Affordable Housing Property Tax Adjustment Policy

15. Notice

Any notice required to be given by either party to the other shall be given in writing and delivered in person or by facsimile transmission to:

- (a) In the case of the Municipality, to:

Chief Administrative Officer, Municipality of the county of Richmond

2347 Hwy 206, P.O. Box 120, Arichat, NS B0E 1A0



(b) In the case of the Applicant, to:

(c) In the case of the Owner, to:

Notice shall be deemed to have been received on the day of personal delivery or facsimile transmission if such day is a business day and delivery is made prior to 4:00 p.m. and otherwise on the next business day. The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

16. Entire Agreement

This Agreement and the Schedule attached to it constitute the entire Agreement between the parties, and there are no agreements collateral to it other than as referred to herein and no representations or warranties, express or implied, written or verbal, statutory or otherwise, other than as expressly set forth or referred to in this Agreement.

17. Municipal Government Act

Nothing in this Agreement limits or fetters the Municipality in exercising its statutory jurisdiction under the *Municipal Government Act*, or under any other legislative authority or By-law and in the event that the Municipality decides to grant or deny any request or oppose or appeal any decision made pursuant to any such legislation, such action by the Municipality is not in any manner affected or limited by reason of the Municipality entering into this Agreement.

18. Governing Law

This Agreement will be exclusively governed, construed, and enforced in accordance



with the laws of the Province of Nova Scotia, and the Owner agrees to attorn to the jurisdiction of the Province of Nova Scotia.

19. Waiver and Consent

No consent or waiver, express or implied, by either party to or of any breach or Default by either party of any or all of its obligations under this Agreement or any amendment of this Agreement will:

- (a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this Agreement;
- (b) be relied upon as a consent or waiver to or of any other breach or Default of the same or any other obligation;
- (c) constitute a general waiver under this Agreement, or
- (d) eliminate or modify the need for a specific consent or waiver pursuant to this section in any other instance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Municipality of the County of Richmond (MOCR):

By: [Authorized Signatory] Name: [Name] Title: [Title] Date: [Date]

Property Owner:

By: [Authorized Signatory] Name: [Name] Title: [Title] Date: [Date]