

THE ESTABLISHMENT OF THE TOWN OF YARMOUTH'S GREEN POLICY

Respectfully Submitted To: Jeff Gushue
Submitted By: Arthur MacDonald, Town Planner
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The Town of Yarmouth's Green Policy

The Council of the Town of Yarmouth hereby enacts the following:

Short Title

1. This policy may be cited as the "Green Policy."

Interpretation

2. In this policy,

- a) "Administrator" means the Director of Operational Services;**
- b) "Applicant" means a property owner within the Town of Yarmouth who has made application for cost sharing pursuant to this policy;**
- c) "Committee" means the Public Works Committee;**
- d) "Council" means the Council of the Town of Yarmouth;**
- e) "Greenery" means the landscaping of a piece of property with vegetation including a variety of plant species excluding any ground cover;**
- f) "Municipality" or "Town" means the incorporated Town of Yarmouth;**
- g) "Undertaking" means the work involved with planting the greenery;**

Objective

3. The objective of this policy is to enable property owners to apply to the Town for monies in the form of cost sharing compensation for the greenery of their properties for the purpose of buffering and/or beautification.

Process

4. The process for obtaining an agreement with the Town for cost sharing compensation shall be as outlined below:

- a) The applicant shall submit an application in the form specified by the Town by May 1, of any calendar year;**
- b) The total anticipated cost inclusive of any provincial or federal sales tax shall be clearly marked on the application form;**

- c) The applicant shall submit a site plan with the application form outlining the greenery plan noting the location and type of vegetation;**
- d) Only those undertakings obtaining prior approval from the Committee may be entitled to receive cost sharing compensation;**
- e) Any approved undertaking shall be completed in the same calendar year as the approval and shall not be extended beyond that same calendar year;**
- f) The total cost sharing compensation expenditure by the Town shall not exceed ten thousand (\$10,000.00) dollars per calendar year;**
- g) Each application shall be reviewed by the Committee in light of the criteria contained in this policy. Cost sharing compensation shall be allotted from the highest priority rating (5) to the lowest priority rating (1) until the total annual amount of cost sharing compensation by the Town has been reached.**
- h) If the total allotment of ten thousand (\$10,000.00) dollars has not been allotted, the Committee may accept applications for cost sharing after the May 1 application deadline, provided all other requirements of this policy are satisfied.**
- i) Each application shall be reviewed by the Traffic Authority with regards to sight lines for vehicular traffic.**

Criteria

5. The criteria for obtaining an agreement with the Town for cost sharing compensation shall be as outlined below:

- a) Any greenery between designations pursuant to the Town's Generalized Future Land Use Map of the Town's Municipal Planning Strategy, whether or not separated by a street, shall be priority five (5);**
- b) Any greenery between a development and an arterial street as specified on the Town's Street Classification Map of the Town's Municipal Planning Strategy shall be priority five (5);**
- c) Any greenery between a development and a collector street as specified on the Town's Street Classification Map of the Town's Municipal Planning Strategy shall be priority four (4);**

- d) Any greenery between developments and any Open Space (O-1) zone, Environmentally Sensitive (E-S) zone or Floodplain (O-2) zone, whether or not separated by a street, shall be priority four (4);**
- e) Any greenery within a designated heritage district shall be priority four (4);**
- f) Any greenery between a development and a local street as specified on the Town's Street Classification Map of the Town's Municipal Planning Strategy shall be priority three (3);**
- g) Any greenery between zones pursuant to the Town's Zoning Map, Schedule "A", of the Town's Land Use By-law, whether or not separated by a street, shall be priority three (3);**
- h) Any greenery between developments located within the same zone pursuant to the Town's Zoning Map, Schedule "A", of the Town's Land Use By-law, whether or not separated by a street, shall be priority two (2);**
- i) The Committee may from time to time grant a priority two (2) to any greenery between developments if, due to the unique nature of the property, there are unusual circumstances and benefits that can be derived from the proposed undertaking;**
- j) In the event of a tie between applicants, the Committee shall consider any unusual circumstances and/or benefits that can be derived from the proposed undertaking and determine the best proposal in light of the Town's intent and overall objective to use greenery as a means of buffering and/or beautification; and,**
- k) Any proposal that, in the opinion of the Committee, is or may be a cause of concern with overhead utility lines or for any other justified reason shall not be given any priority pursuant to this Policy.**

Agreement to Maintain

6. Prior to receiving the cost sharing compensation, the applicant shall submit to the administrator an agreement as specified in Appendix "A" of this policy to maintain the greenery.

Cost Sharing Compensation

7. Upon review by the administrator of the undertaking to his/her satisfaction, in keeping with the requirements of this policy, the Administrator shall remit to the applicant twenty (20%) percent of the applicant's costs, inclusive of any provincial or federal sales tax as submitted in the application and as approved by the Committee.

Acceptable Species of Greenery

8. The following lists of vegetation shall be considered cost shareable pursuant to this Policy.

Acceptable Species of Greenery

Trees

Coniferous:

<u>Botanical Name</u>	<u>Common Name</u>
Picea aries	Norway Spruce
Picea glauca	White Spruce
Pinus sylvestris	Scots Pine
Pinus nigra	Austrian Pine

Deciduous:

Acer platanoides	Maple varieties
Acer pseudoplatanus	Sycamore Maple
Acer rubrum	Red Maple
Acer saccharum	Sugar Maple
Betula alleghaniensis	Yellow Birch
Crataegus	Hawthorn (varieties)
Fraxinus americana	White Ash
Fraxinus pennsylvanica	Green Ash
Fraxinus pennsylvanica 'Patmore'	Patmore Ash
Malus	Flowering Crab (varieties)
Prunus	Flowering Cherry (varieties)
Quercus robur	English Oak
Quercus rubra	Red Oak
Quercus palustris	Pin Oak
Syringa reticulata	Ivory Silk Lilac
Tilia cordata	Linden (varieties)
Tilia x flavescens 'Glenleven'	Glenleven Linden

Deciduous Shrubs:

Cornus baileyi	Red Twig Dogwood
Cotoneaster	Cotoneaster (varieties)
Euonymus alatus	Burning Bush (varieties)
Forsythia ovata	Forsythia (varieties)
Hydrangea	Hydrangea (varieties)
Kolkwitzia amabilis	Beauty Bush
Ligustrum amurense	Amur Privet
Physocarpus opulifolius	Ninebark (varieties)
Potentilla fruticosa cultivars	Cinquefoil (varieties)

Prunus x cistena
Rosa rugosa
Sambucus canadensis 'Aurea'
Sorbaria sorbifolia
Syringa vulgaris
Weigela florida Cultivars

Purple leaf Sand cherry
Rugosa Rose (varieties)
Golden Elder
False Spirea (varieties)
Common Lilac(varieties)
Weigela (varieties)

Evergreen Shrubs:

Juniperus chinensis
Picea abies 'Nidiformis'
Picea abies 'Little Gem'
Pinus mugo var. pumilo
Taxus
Thuja occidentalis
Buxus koreana x B. s sempervirens
Contoneaster
Euonymus fortunei

Junipers (varieties)
Nest Spruce
Little Gem Spruce
Dwarf Mugo Pines
Yew (varieties)
Cedar (varieties)
Box wood (varieties)
Contoneaster (varieties)
Euonymus (varieties)

APPENDIX "A"

An Agreement to Maintain Greenery

THIS AGREEMENT made this ___ day of _____, A.D., 20 ____.

BETWEEN:

(herein called the "Applicant")

OF THE ONE PART

- and -

The Town of Yarmouth, an incorporated Town
(herein called the "Town")

OF THE OTHER PART

WHEREAS the Applicant has agreed to enter into this Agreement with the Town,

WHEREAS the Applicant is the owner of certain lands and premises in the Town of Yarmouth, said lands (herein called the "subject property"), known as _____, being PID # _____,

WHEREAS the Applicant has made application to the Town for Cost Sharing Compensation pursuant to the Town of Yarmouth's Green Policy,

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of \$1.00 now paid by the Applicant to the Town, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree to the development subject to the following terms and conditions:

