



**AGENDA**  
**Town Council Meeting-Council Chambers**  
**October 3<sup>rd</sup>, 2022**  
**6:00 p.m.**

**Doc Ref:**

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- 1) Call to Order
- 2) Approval of Agenda
- 3) Approval of Minutes from the Town Council meeting held on September 20<sup>th</sup>, 2022
- 4) Proclamations & Announcements:
  - a) Fire Prevention Week-Oct 9<sup>th</sup> to October 15<sup>th</sup>
  - b) Pregnancy & Infant Loss Awareness Day-October 15<sup>th</sup>, 2022
  - c) Volunteer of the Month for October-Peter Himmelman

5) Delegations:

6) Correspondence:

Action: None

Information:

- |   |         |
|---|---------|
| a) Western Counties Regional Library Newsletter | D23-A67 |
| b) Letter- Municipal Boundary Review Feedback   | D23-A68 |

7) Council Items:

- |  |         |
|--|---------|
| a) Traffic Authority Appointment, RCMP Staff Sgt. Mark MacPherson            |         |
| b) Special Constable Appointment, By-Law Enforcement Officer; Lewis Chetwynd |         |
| c) Shelburne County Fire or Mutual Aid Agreement                             | D23-A69 |
| d) Grovestine's Ball Field   |         |
| e) CAO Update  |         |

8) Committee Reports:

- |   |         |
|---|---------|
| a) Western Counties Regional Library Meeting Minutes-June 16 <sup>th</sup> , 2022 | D23-A70 |
|---|---------|

9) Staff Reports:

- |   |         |
|---|---------|
| a) Staff Report-Visitor Information Centre Update                             | D23-A71 |
| b) Staff Report-Nova Scotia Utility & Review Board; Municipal Boundary Review | D23-A72 |

10) New Business:

11) In-Camera:

*MGA Section 22 (e) Contract Negotiations*

12) Upcoming Meetings/Events:

- a) Insignia Cruise Ship Visit-October 5th, 2022, 7am-3pm
- b) Seven Seas Navigator Cruise Ship Visit-October 6th, 2022, 7am-3pm
- c) Shelburne County Giant Pumpkin Festival-October 8th, 2022, Waterfront, 9am
- d) Town Council Meeting-October 17<sup>th</sup>, 2022, 6pm, Council Chambers

13) Adjournment





# Town of Shelburne

## Minutes of the Regular Council Meeting

Shelburne Community Centre

September 20<sup>th</sup>, 2022

DRAFT

### **Council Members Present**

Deputy Mayor Rick Davis  
Councillor Elizabeth Acker  
Councillor Sheldon Ringer

### **Staff Present**

Sherry Doane, CAO

### **Regrets**

Mayor Harold Locke  
Councillor Ben Nickerson

### **Call to Order**

Deputy Mayor Rick Davis called the Council meeting to order at 6pm and stated:

“The Town of Shelburne is located on the ancestral and unceded territory of the Mi’kmaq, (Mi’kma’ki), in the District of Kespukwiti, home to Acadia First Nation. We are all Treaty people. We also acknowledge the histories, contributions, and legacies of the African Nova Scotian people and communities.”

### **Approval of the Agenda**

**THAT** Council approves the Agenda for September 20<sup>th</sup>, 2022, as presented

**Ringer-Acker**

**CARRIED**

### **Approval of the Minutes**

**THAT** Council approves the minutes from the Town Council Meeting held on September 6<sup>th</sup>, 2022, as presented.

**Acker-Ringer**

**CARRIED**

### **Proclamations & Announcement**

#### *a) Right to Know Week*

WHEREAS the Town of Shelburne has adopted the principles of openness, transparency and accountability; and

WHEREAS Part XX of the Municipal Government Act gives citizens a right of access to information in the custody or under the control of the Town of Shelburne; and

WHEREAS access to information ensures citizens of Nova Scotia have the opportunity for meaningful participation in the democratic process; and

WHEREAS a celebration of the right of citizens to access information will facilitate informed public participation in policy formulation, ensure fairness in government decision-making and permit the airing and reconciliation of divergent views; and

WHEREAS Town of Shelburne joins all other Canadian jurisdictions and democracies world-wide in acknowledging international Right to Know Week;  
THEREFORE be it resolved that I, Rick Davis, Deputy Mayor Locke, do hereby proclaim September 26 to October 2, 2022 to be Right to Know Week in the Town of Shelburne.

*b) National Day for Truth & Reconciliation-September 30<sup>th</sup>, 2022*

Treaty Day, (October 1st) marks the beginning of Mi'kmaq History Month in Nova Scotia as proclaimed in 1993 by then Premier John Savage and Mi'kmaq Grand Chief Ben Sylliboy. Its purpose is to promote public awareness about the Mi'kmaw culture and heritage for all citizens of Nova Scotia. The Town of Shelburne would like to recognize that October is Mi'kmaq History Month and we encourage all residents to build awareness of Mi'kmaq history and heritage, and to increase understanding of the provinces rich Mi'kmaq culture.

*c) Mi'kmaq History Month-October*

Treaty Day, (October 1st) marks the beginning of Mi'kmaq History Month in Nova Scotia as proclaimed in 1993 by then Premier John Savage and Mi'kmaq Grand Chief Ben Sylliboy. Its purpose is to promote public awareness about the Mi'kmaw culture and heritage for all citizens of Nova Scotia. The Town of Shelburne would like to recognize that October is Mi'kmaq History Month and we encourage all residents to build awareness of Mi'kmaq history and heritage, and to increase understanding of the provinces rich Mi'kmaq culture.

*d) Breast Cancer Awareness Month*

October is Breast Cancer Awareness Month, an annual campaign to raise awareness about the impact of breast cancer and to raise funds for research into its cause, prevention, diagnosis, treatment and cure. 1 in 9 Canadian women will develop breast cancer - that number is staggering. Chances are, you likely know someone currently fighting this disease or has been impacted by this disease in some way. Screening tests may help to find breast cancer before any symptoms develop. When breast cancer is found and treated early, the chances of successful treatment are much better. I encourage all to talk with your doctor about screening options and help make a difference this month and always help create a future where no one fears breast cancer.

**Delegations**

None

**Correspondence**

Action:

None

**Information:**

- a) John Campbell (email) Western Regional Housing Authority

**THAT** Council accepts the above for information.

Councillor Acker also noted that she is on the Shelburne County Housing Coalition and the Director has been invited to our next Council meeting so we may be able to get more information and answers from him as well.

**Council Items**

- a) None

**Committee Reports**

- a) CP&V Committee Minutes-May 26<sup>th</sup>, 2022

**THAT** Council approves the CP&V Committee Meeting Minutes from May 26th, 2022 as presented.

**Acker-Ringer  
CARRIED**

- b) Audit Committee Minutes-July 25<sup>th</sup>, 2022

**THAT** Council approves the Audit Committee Meeting Minutes from July 25th, 2022 as presented.

**Ringer-Acker  
CARRIED**

**Staff Reports**

- a) SVFD-Monthly Report (Aug)
- b) Building Inspector-Monthly Report (Aug)
- c) By-Law Officer-Monthly Report (Aug)

**THAT** Council accepts the above reports for information.

**Acker-Ringer  
CARRIED**

**New Business**

**Councillor Ringer**

Councillor Ringer wanted to bring up about the Wastewater Treatment Plant but knows staff has been working on it. The CAO did indicate that speaking with Public Works today the issue is with what is coming into the plant, definitely not the plant itself.

Councillor Ringer also wanted to mention the amount of shopping carts continuing to be around Town and hoping the By-Law Officer can take a look at.

**Councillor Acker**

Councillor Acker wanted to remind the viewing audience that our local McKay Memorial Library is having their annual Adopt a Book from October 1<sup>st</sup> to November 30<sup>th</sup>. If you can, show support at our local library and check it out.

**CAO**

CAO informed Council there has been a request from a citizen regarding a bench on the north side of the Dory shop on the Waterfront, inquiring if it can be moved to the south side because the property as it exists today is for sale. Council had no issue with.

**In Camera**

None

**Upcoming Meetings/Events**

- a) Accessibility Committee Meeting-September 22nd, 2022-6pm, Lockeport
- b) Town Council Meeting-October 3rd, 2022-6pm, Council Chambers
- c) Insignia Cruise Ship Visit-October 5th, 2022
- d) Seven Seas Navigator Cruise Ship Visit-October 6th, 2022
- e) Shelburne County Giant Pumpkin Festival-October 8th, 2022, Waterfront

**Adjournment**

***THAT*** the Regular Town Council Meeting of September 20<sup>th</sup>, 2022, be adjourned at 6:17pm.

**Acker**

**CARRIED**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Executive Coordinator

DRAFT



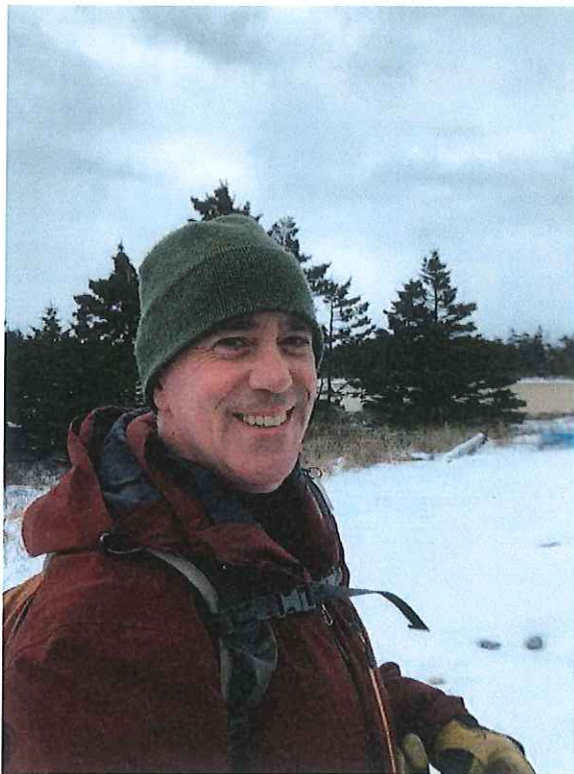
## **Town of Shelburne**

**October 2022**

### **Volunteer of the Month**

**Peter Himmelman**

**Community Participation & Volunteerism  
Committee Volunteers of the Month**



Peter Himmelman is being recognized as the Volunteer of the Month for October for his many years of hard work and dedication to our community.

Peter has volunteered his time over the years with the SRHS Robotics Team, Cross Country and Track and Field clubs and leads the Duke of Edinburgh program at the school. In the community, he serves on the Board of Directors for the Jordan Falls Baptist Church and the Dr. Gurden Robert Mackay Memorial Hospital Charity, which provides funding to the Shelburne County Youth Health and Support Association. He also acts as a Property Guardian for the Nova Scotia Nature Trust.

Peter volunteers with the Nova Scotia International Student Program as a teacher liaison and helps students on a daily basis. This past year Peter took some international students backwoods camping at Kejimikujik National Park and spent time teaching them how to cook food and to filter water, along with other survival skills. This spring, Peter organized a walk for students from the Black Loyalist Centre to the Osprey Arts Centre, a 10.8 km trek that was the approximate distance many Black Loyalists would have travelled each day for work. It was a great idea from Peter and a wonderful learning experience for the students.

It is obvious to see that Peter is a true mentor and go to for our youth and we are lucky to have him in our community.

For all that the Peter has done and continue to do, the CP&V Committee and Town Council recognize him as the Volunteer of the Month for October. Thank you!



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# Library Report

Compiled by Ian White



## Board profile

Elizabeth Acker

Town of Shelburne Coun. Elizabeth Acker brings a wealth of committee and life experience and her love of libraries to Western Counties Regional Library board.

The long-time Shelburne County resident is a retired teacher and municipal councillor. She believes she has a clear understanding of the roles and responsibilities of a board member, the ability to ask questions on important issues, and the ability to make difficult decisions.

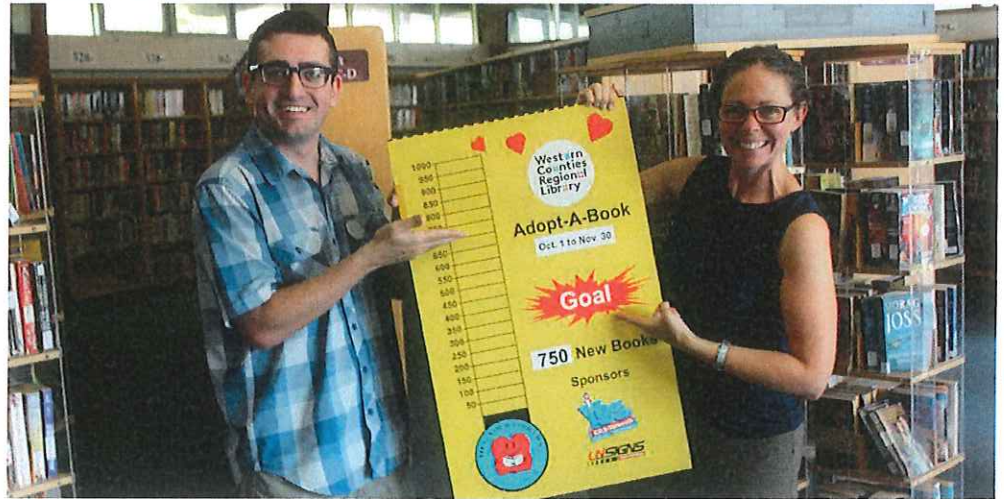
"I welcomed the opportunity to serve because I believe the role and importance of libraries is crucial in all communities," she says.

She says the biggest challenge before the board is adequate funding for the library.

"Our staff are skilled, knowledgeable employees and that must be reflected in their compensation," she says. "Secondly, it is essential to continue to ensure our libraries are meeting the needs of our communities through programming and technology."

The importance and the role of libraries continues to increase, she says, acting as a hub for community groups, providing children's and teen programming and never-ending resources of books, music and movies.

"I cannot imagine the impact on a community and its residents, if services now provided were downgraded because of insufficient funding."



From left, Yarmouth library clerk Jeremy Ayotte and Executive Director Erin Comeau point to the 2022 Adopt-A-Book campaign's goal of 750 books.

## Adopt-A-Book set to launch

People have an opportunity to help their public library in a big way over the next two months during Western Counties Regional Library 2022 Adopt-A-Book campaign.

The Adopt-A-Book campaign will run from Saturday, Oct. 1 through Wednesday, Nov. 30.

"This fundraiser comes at a critical time for the library," says Library Executive Director Erin Comeau. "Our funding has been frozen for the next three years. With rising inflation and related-costs of operation, we have to cut back on the number of new books and other library material we buy."

The fundraiser allows people to adopt (purchase for the library) books to put on their public library's shelves. All 10 branches will have books on display that are available to adopt and borrow right away.

People can adopt in person or online via [westerncounties.ca](http://westerncounties.ca). The goal is to have 750 books adopted, valued at approximately \$20,000.

"This is a fundraiser the public has really got behind over the years," says Sherry Thorburn Irvine, chair of the regional library board. "I believe people support the campaign because it is gift they can feel and use right away," she says, adding, "Library boards have to raise three per cent of their annual budget, and this is one way we do it."

Every book adopted will have a nameplate acknowledging the adoption placed inside the front cover of the book. The person adopting the book can also be the first one to borrow it.

The average price of a book is between \$25-30, but books are available for much less.

For information about the Adopt-a-Book Campaign visit any branch library, or go online at [www.westerncounties.ca](http://www.westerncounties.ca).

### 25-Year Work Anniversary



Headquarters Catalogue Maintenance / Collection Exchange / Interlibrary Loan clerk Bonnie Doucette, left, receives her 25-year work certificate from Lydia Hunsberger, Manager of Collections and Digital Services on July 7.

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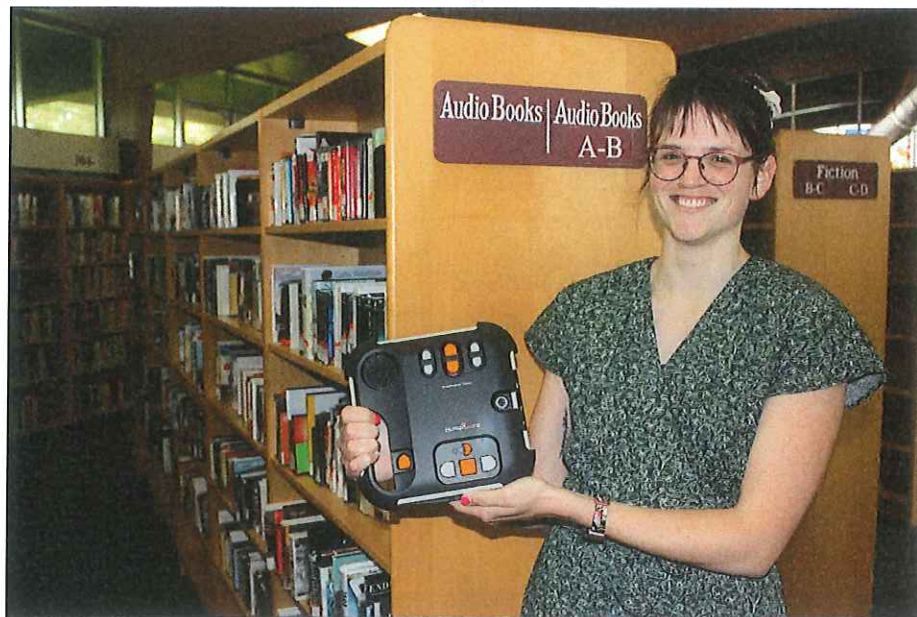
# Technology arrives for those with print disabilities

Western Counties Regional Library has acquired the latest reader technology, providing better support and services for those with print disabilities.

The Victor Stratus DAISY readers can be borrowed by any library user who self-identifies as having a print disability. DAISY readers will read a variety of formats such as .txt, ePub, .html, Mp3 and DAISY.

“DAISY readers have greater accessibility features compared to other audio devices, such as the ability to adjust the pitch and speed without distorting the sound,” says Lydia Hunsberger, Manager of Collections and Digital Services for the regional library. “On a DAISY reader, users have greater navigational control of the book, depending on the format. This makes it easier to browse the book, and users can place digital bookmarks to make it easier to find where they left off.”

DAISY files can come on discs, or can be downloaded. A DAISY file includes text, but it can also include audio and images. Users can choose to listen to the book along with descriptions of images or view the images separately, read the book using screen-enlarging



**Lydia Hunsberger, Manager of Collections and Digital Services for Western Counties Regional Library, holds one of the library's new Victor Stratus DAISY readers available for those with print disabilities.**

software, or read the book in Braille using a refreshable Braille display.

“The library purchased 10 DAISY readers in order to make library services more accessible for patrons with print disabilities,” Hunsberger says. “Each library branch will have one reader.”

A print disability is defined as a

condition that affects an individual's ability to read printed materials and can include vision impairment, physical dexterity and perceptual conditions.

“If you have a print disability, library staff can register you for additional library services that will provide you with accessible materials,” Hunsberger says.

## Families benefit from library's relationship with schools

Children are gaining a love of reading thanks to a partnership between Weymouth Consolidated School and Weymouth Waterfront Library.

“It is very important to have a relationship with our local school as most of the children do not visit the library on their own,” says Weymouth library clerk Marguerite Thibault. “When we visit the school, we bring boxes of books which may not be available in the classroom or in the small school library.”

Weymouth library staff has a long history of going out to the schools to read and promote library activities, says Erin Comeau, Western Counties Regional Library Executive Director. The COVID-19 pandemic put a pause on school visits.

With the relaxation of COVID-19 restrictions, the library and Weymouth schools have been able to revive their relationship. The school is within walking distance of the library, making it easy to set up for both the library and the school.

“When the class visits the library, I explain the shelving system. I make a little game afterwards by writing down questions on pieces of paper and put them in a bag,” says Thibault.

The students pull out a question that they have to answer.

“Some of the questions I will ask are ‘where are the books by J.K. Rowling’ or ‘what is the call number for books about cats’,” she says.

Class visits also include a story time and an explanation of the coming programs.

During story time, Thibault says students hear about different authors and ask for books by those authors to be delivered to the school.

“The teacher plays an important part by having the class visit the library,” she says.

During a recent tour of the library, several students went home and asked their parents to take them to the library.

“We have seen quite a few families visit the library this summer,” Thibault says.

Children became excited about finding new books to read and wanted library cards because of the school visits, Comeau says.

“The school and the library work together to get the kids interested in reading,” she says.



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Mayor Locke and Council  
Town of Shelburne

In reflecting upon the provincially-mandated requirement for the Council and all others in the Province to re-assess the appropriate size for Town Council, I respectfully suggest that the size of council be reduced to 4 including the Mayor, and the deputy mayor position continue but without remuneration.

In reviewing the number of constituents per councillor for other towns in the Province, we see that Shelburne Municipality has almost 200% more constituents per councillor than the Town of Shelburne; the Town of Yarmouth has close to 300% ; Barrington Municipality has greater than 400% and the Town of Truro operates with 500% more constituents per councillor than the Town of Shelburne.

This reduction in the size of council could easily be accomplished with no apparent reduction in constituent service to residents by having committee meetings ( where possible) meet without councillors in attendance and the committee then present their recommendations to council for approval. An example might be the Community Participation & Volunteerism Committee.

Also, rather than two councillors attending a committee meeting, there could be a reduction to one councillor per meeting. An example here might be the Port Committee.

The above changes alone would amount to a financial saving for town residents of \$ 63,032 during a 4-year period.

Respectfully,

Roy O'Donnell  
royaodonnell@gmail.com

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The following samples provide the number of "Constituents per politician" in various municipal units in Nova Scotia.

Community : Town of Truro  
Council size including Mayor : 7  
Annual salaries : \$ 178,646  
Population : 12,261  
Constituents per politician : 1752 ( amended )

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Community: Barrington Municipality  
Council size including Warden : 5  
Annual salaries : \$ 95,602  
Population: 6646  
Constituents per politician : 1329

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Community: Town of Yarmouth  
Council size including Mayor : 7  
Annual salaries: \$ 180,830  
Population: 6518  
Constituents per politician: 931

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Community: Shelburne Municipality  
Council size including Warden: 7  
Annual salaries: \$ 126,457  
Population: 4288  
Constituents per politician: 613

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Community: Town of Shelburne  
Council size including Mayor: 5  
Annual salaries: \$78,790  
Population : 1644  
Constituents per politician : 328 .

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Reference:

[https://www.cbc.ca/news/canada/nova-scotia/  
Search-the-salaries-and-costs-of-nova-scotia-s-municipal-councils-1.4470447](https://www.cbc.ca/news/canada/nova-scotia/Search-the-salaries-and-costs-of-nova-scotia-s-municipal-councils-1.4470447)

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Municipal Councils with an even number of politicians :

Kings municipal council

Council size 10

Population. 47,404

Constituents per politician. 4740

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Colchester municipal council

Council size 12

Population. 36,081

Constituents per politician. 3008

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Inverness municipal council

Council size. 6

Population 13,190

Constituents per politician. 2198

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Pictou municipal council

Council size. 12

Population. 20,692

Constituents per politician. 1724

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West Hants municipal council

Council size. 10

Population. 15,361

Constituents per politician. 1537

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Antigonish municipal council

Council size. 10

Population 14,584

Constituents per politician. 1458

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Queens Regional municipality

Council size. 8

Population. 10,307

Constituents per politician. 1288

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Clare municipal district

Council size. 8

Population. 8018

Constituents per politician 1002

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Victoria municipal council

Council size. 8

Population 7089

Constituents per politician 819

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# Shelburne County Fire Fighters Association

## Shelburne County Fire or Emergency Mutual Aid Agreement

Adopted September 13<sup>th</sup>, 2007  
Amended September 6<sup>th</sup>, 2012

This Amended Fire or Emergency Mutual Aid Agreement made this \_\_\_ day  
of \_\_\_\_\_, 2022.

Between: Shelburne County Fire Fighters Association  
Barrington/ Port LaTour Volunteer Fire Department  
C.G.C. Volunteer Fire Dept.  
Harbour Fire Department  
Ingomar- Roseway Fire Association  
Island & Barrington Passage Fire Department  
Lockeport Volunteer Fire Department  
Middle/Upper Ohio Fire Department  
Shelburne Volunteer Fire Department  
The Jordan Volunteer Fire Department  
The L.H. & Area Fire Department  
The Sable River Volunteer Fire Department  
Woods Harbour Shag Harbour Volunteer Fire Dept.  
Municipality of the District of Barrington  
Municipality of the District of Shelburne  
Town of Clark's Harbour  
Town of Lockeport  
Town of Shelburne

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**Background:**

The Shelburne County Fire Fighters Association is comprised of representatives of every Shelburne County Fire Department/Association. There are quarterly meetings held throughout the County as well as joint training sessions. In 2007 an initial agreement was developed by the Shelburne County Fire Fighters Association and adopted to allow for the preapproved agreement in advance of a Fire or Emergency situation where additional human or equipment resources can be shared. These resources may be required in addition to the resources of the initial responding Fire Department/Association.

The original agreement was accepted on the 13<sup>th</sup> day of September 2007. The agreement has been amended with (Article 2.1) added and approved at a meeting in Lockeport on the 6<sup>th</sup> day of September 2012.

**Purpose:**

The purpose of this agreement is to allow for the seamless sharing of human or equipment resources by a requesting Fire Department/Association from responding Fire Departments/Associations. With this agreement in place, Senior Fire Officers will have the ability to preplan with other Fire Departments/Associations for Fire or Emergency response in their area.

**Article 1**

1.1 The Shelburne County Fire Departments/Associations and Shelburne County Municipal Units above agree to support each other in the event of a fire or other emergency that may require assistance.

**Article 2**

2.1 In the event that a Fire Department/Association cannot respond to a Fire or Emergency in its own district, for whatever reason, the first arriving Fire Department/Association on scene will have the authority to act on behalf of the Fire Department/Association which was not able to respond and be in full charge with all the powers of the Fire Chief from that fire district. In the event that an Officer from the Fire Department/Association that was not able to respond arrives on scene, they would, after consultation with the current Incident Commander have the option to assume command or they could leave the current Incident Commander in charge.

2.2 If in the opinion of the officer in charge of a fire or emergency mutual aid assistance is required any Fire Department/Association in this agreement shall respond to a request for assistance in the extent they are able, keeping in mind any demands that are being made on their personnel and equipment at the time.

2.3 When the Fire Department/Association requested to give aid, is unable because of an emergency within its own jurisdiction or the lack of personnel, they shall not be compelled to respond, nor shall they be excluded from this agreement in the future because of their inability to respond. Furthermore, the requested Fire Department/Association shall promptly notify the requesting Fire Department/Association that they are unable to respond.

2.4 Upon arriving at the scene of a fire or emergency the responding Fire Department/Association officer in charge will report to the requesting officer in charge and receive instructions and be assigned duties at that time.

2.5 Any standard operating procedures jointly developed or implemented by the participating Departments/Associations under this agreement will form part of this agreement as an appendix and will be reviewed by the Fire Departments/Associations.

2.6 The officer in charge of the Fire Department/Association requesting assistance is in command at the scene of the fire or emergency and the responding Department/Association has no responsibility for the fire or emergency operation unless the responding Department/Association is requested to take command by the officer in charge, and the command is assumed.

### **Article 3. Equipment responsibilities**

3.1 In instances where equipment is loaned to a member of the Shelburne County Fire Fighters Association without personnel of the loaning Department/Association accompanying the equipment, the Department/Association receiving the loan of the equipment will be responsible for repairs or replacement of the equipment if any damage is caused to the equipment for any reason while on loan.

3.2 In instances where equipment is loaned to a member of the Shelburne County Fire Fighters Association with personnel of the loaning Department/Association accompanying the equipment the Department/ Association receiving the loan of the equipment will not be responsible for repairs or replacement of the equipment if any damage is caused to the equipment for any reason while on loan.

#### **Article 4. Area of protection Shelburne County**

4.1 The approved areas of jurisdiction of each Department/Association in this agreement is considered the area where this agreement will apply.

#### **Article 5. Instructions**

5.1 The Fire Chiefs of each Department/Association will ensure that each of their personnel will receive instruction concerning the terms of this agreement on an annual basis so this agreement will be carried out in an efficient manner.

#### **Article 6. Insurance**

6.1 Each Fire Department/Association will maintain its own public liability and property damage insurance in amount of not less than two million dollars for each occurrence and will ensure that it has the same coverage for any assistance provided to another Fire Department/ Association under the terms of this agreement.

#### **Article 7. Benefits and Rights**

7.1 When Fire Department personnel are sent to another Community pursuant to this agreement, the jurisdiction , authority, rights, privileges, and immunities , including coverage under Worker's Compensation laws, which they have in the sending fire department shall be extended to and include the area in which like benefits and authorities are or could be afforded to fire department personnel of the requesting fire department and shall be extended to the area located between their respective communities when said personnel are acting within the scope of the authority conferred by this agreement.

#### **Article 8. Liability and Indemnification**

8.1 The requesting Department/Association is required to indemnify and save harmless the responding Department/Association from any actions, claims, costs, damages, demands, expenses, and liability arising out of or in any way related to the obligations provided for in this agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of the responding party. This indemnity shall survive the termination or expiration of this Agreement.

8.2 The responding Department/Association covenants and agrees that it shall defend, indemnify and save harmless the requesting Department/Association from any actions, claims, costs, damages, demands, expenses, and liability arising out of or in any way related to the obligations of the responding Department/Association to carry out the work or otherwise meet the obligations provided for in this agreement, including the failure to perform such work adequately or at all, except to the extent that the same is caused by negligence or willful misconduct of the requesting Department/Association. This indemnity shall survive the termination or expiration of this Agreement.

### **Article 9. Mutual Indemnification**

9.1 All Parties covenant and agree that each shall defend, indemnify, and save harmless the other from any claims, costs, damages, expenses, liability, and suits arising out of or in any way related to the obligations to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct. This indemnity shall survive the termination or expiry of this Agreement.

### **Article 10. Opting Out**

10.1 This agreement will continue in force until notification in writing by a Fire Department/Association or Municipal Unit intending to opt out. Notice of this intention shall be delivered in writing to each party of this agreement at least six (6) months prior to the Fire Department/Association or Municipal Unit opting out.

10.2 If at any time a Fire Department/Association or Municipal Unit wishes to enter into this agreement, a request in writing must be made to the Shelburne County Fire Fighters Association and each Shelburne County Municipal Unit. A special meeting may be called to discuss the application. Acceptance requires the written consent of at least two thirds of the parties to this agreement.

### **Article 11. Dispute Resolution**

11.1 The parties agree to endeavor to attempt to resolve any dispute arising by reason of a term in this Agreement amicably. In the event that such disputes cannot be resolved in amicable fashion, the parties agree to submit the dispute to binding arbitration pursuant to the provisions of the Commercial Arbitration Act.

## **Article 12. Applicable Law**

12.1 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.

## **Article 13. Notice**

13.1 Any notice under this Agreement, unless otherwise provided, may be given if delivered or mailed, postage prepaid, or by facsimile transmission or electronic transmission to each of the parties.

## **Article 14. Severability**

14.1 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.

## **Article 15. Waivers and Amendments**

15.1 No actions by any Party to this Agreement shall be construed as a waiver saving express written provisions of such waiver and this Agreement shall not be amended saving express provision of such amendment by all Parties hereto.

## **Article 16. Time**

16.1 Time shall in all respects be of essence in the Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement by their respective officials, duly authorized on that behalf, on the day and year first above written.

Darrell Locke  
President \_\_\_\_\_  
Date: \_\_\_\_\_

Vanessa Stoddard  
Secretary \_\_\_\_\_  
Date: \_\_\_\_\_

Barrington/ Port LaTour Volunteer Fire Department  
Paul Thomas  
Fire Chief \_\_\_\_\_  
Date: \_\_\_\_\_

C.G.C. Volunteer Fire Department  
Clifford VanBuskirk  
Fire Chief \_\_\_\_\_  
Date: \_\_\_\_\_

Harbour Fire Department  
Dale Smith  
Fire Chief \_\_\_\_\_  
Date: \_\_\_\_\_

Ingomar-Roseway Fire Association  
Lewis Chetwynd  
Fire Chief \_\_\_\_\_  
Date: \_\_\_\_\_

Island & Barrington Passage Fire Department  
Walter Scott  
Fire Chief \_\_\_\_\_  
Date: \_\_\_\_\_

The Jordan Volunteer Fire Department

Dale Slack

Fire Chief \_\_\_\_\_

Date: \_\_\_\_\_

The L.H. & Area Fire Department

Dale Richardson

Fire Chief \_\_\_\_\_

Date: \_\_\_\_\_

Lockeport Volunteer Fire Department

Wayne Chetwynd

Fire Chief \_\_\_\_\_

Date: \_\_\_\_\_

Middle/Upper Ohio Fire Department

Danny Holmes

Fire Chief \_\_\_\_\_

Date: \_\_\_\_\_

The Sable River Volunteer Fire Department

Todd Sisk

Fire Chief \_\_\_\_\_

Date: \_\_\_\_\_

Shelburne Volunteer Fire Department

Darrell Locke

Fire Chief \_\_\_\_\_

Date: \_\_\_\_\_

Woods Harbour Shag Harbour Volunteer Fire Department

Jody Goreham

Fire Chief \_\_\_\_\_

Date: \_\_\_\_\_

Municipality of the District of Barrington

Chris Frotten

CAO \_\_\_\_\_

Date: \_\_\_\_\_

Municipality of the District of Shelburne

Warren MacLeod

CAO \_\_\_\_\_

Date: \_\_\_\_\_

Town of Clarks Harbour

Jennifer Jones

Clerk/Treasurer \_\_\_\_\_

Date: \_\_\_\_\_

Town of Lockeport

Joyce Young

Clerk/Treasurer \_\_\_\_\_

Date: \_\_\_\_\_

Town of Shelburne

Sherry Doane

CAO \_\_\_\_\_

Date: \_\_\_\_\_

**Included in the Shelburne County Fire or Emergency Mutual Aid Agreement (for reference purposes) is the section of the *Municipal Government Act* which gives the Incident Commander the power to act in a fire situation.**

## ***Municipal Government Act***

### **Powers where fire**

297 (1) When any fire, rescue or emergency occurs, the fire chief or other officer in charge, and any person under the direction of that officer, shall endeavor to extinguish the fire and prevent it from spreading, conduct the rescue or deal with the emergency and, for that purpose, may

- (a) command the assistance of persons present and any inhabitant of the municipality;
- (b) remove property from buildings on fire or in danger of fire;
- (c) take charge of property;
- (d) enter, break into or tear down any building;
- (e) exclude and remove persons and vehicles from the building or vicinity; and
- (f) generally do all things necessary to respond to the emergency.

(2) It is an offence to disobey any lawful order or command of the officer in charge.

(3) Where a fire alarm is given or the officer in charge has reason to believe that a fire exists on any premises, the officer in charge and any person under the direction of that officer may enter or break into any building for the purpose of ascertaining whether a fire exists.

(4) The officer in charge may direct that a building be pulled down or otherwise destroyed if, in the judgment of that officer, doing so will tend to contain a fire or protect the public from a dangerous condition.

(5) A municipality, a village, a fire protection district, a fire department, an emergency services provider and an officer in charge, and a person acting under the direction or authority of that officer, are not liable for an act done in the exercise of any of the powers conferred by this Section. 1998, c. 18, s. 297.

# WESTERN COUNTIES REGIONAL LIBRARY

## BOARD MEETING

June 16, 2022

The regular quarterly meeting of the Western Counties Regional Library Board was held on Thursday, June 16, 2022 in the Community Room of the Izaak Walton Killam Memorial Library building.

Present were:

Councillor Sherry Thorburn Irvine, Chair, Municipality of Shelburne  
Councillor Carl Deveau, Municipality of Clare  
Councillor George Manzer, Municipality of Digby  
Councillor Patti Durkee, Municipality of Yarmouth  
Mayor Ben Cleveland, Town of Digby  
Councillor Wade Cleveland, Town of Yarmouth  
Vacant - Admiral Digby Library & Historical Society  
Vacant - Shelburne Library Building Association  
Ellen Burton, Yarmouth Public Library & Museum  
Patti Simpson, Province of Nova Scotia  
Vacant - Province of Nova Scotia  
Erin Comeau, Secretary-Treasurer

Regrets were received from Kathy Bourque, Shaun Hatfield, Louann Link, Kent Balish and Elizabeth Acker.

### 1. CALL TO ORDER

The Board Chair, Sherry Thorburn Irvine, called the meeting to order at 2:23 p.m. She welcomed Ellen Burton to the board and indicated that Ellen was representing the Yarmouth Public Library & Museum.

### 2. ADOPTION OF AGENDA

It was moved by Patti Durkee and seconded by George Manzer:

"THAT the agenda be approved as presented."

MOTION CARRIED

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**3. MINUTES OF THE PREVIOUS MEETINGS**

- 3.1 The minutes of the March 17, 2022 meeting were circulated. There being no errors or omissions, it was moved by Ben Cleveland and seconded by Patti Simpson:  
"THAT the minutes of the March 17, 2022 board meeting be approved as circulated."

MOTION CARRIED

- 3.2 The minutes of the Email vote April 4, 2022 were circulated. There being no errors or omissions, it was moved by Patti Durkee and seconded by Wade Cleveland:

"THAT the minutes of the Email vote April 4, 2022 be approved as circulated."

MOTION CARRIED

**4. BUSINESS ARISING FROM THE MINUTES**

None

**5. CHAIR'S REPORT**

The Chair mentioned that she had attended various library committee meetings. She also hoped to complete visiting all branches in the region.

**6. LBANS REPRESENTATIVE REPORT**

Sherri indicated that the next Library Boards Association of Nova Scotia meeting is Saturday June 18. LBANS has updated their Strategic Plan, will be participating in the upcoming NSLA Conference, is continuing to promote literacy, is connecting with Communities, Culture, Heritage and Tourism, and that the LBANS President recently met with CORL.

**7. DIRECTOR'S REPORT**

Erin indicated that she had circulated her report. She noted that in the Third Quarter Activities, she would like to see the strategic planning process delayed because the operational review has to be completed first. It was moved by Patti Durkee and seconded by Carl Deveau:

"THAT the Director's report be accepted as circulated."

MOTION CARRIED


## **8. FINANCIAL STATEMENT**

The May 31, 2022 Financial Statement was circulated. It was moved by Wade Cleveland and seconded by Patti Simpson:

“THAT the May 31, 2022 Financial Statement be approved as presented.”

MOTION CARRIED

## **9. PERSONNEL COMMITTEE REPORT**

Personnel Committee Chair, Patti Durkee, indicated that the Personnel Committee met on June 1<sup>st</sup> to discuss the following:

### **9.2 Confidentiality Agreement**

A new Confidentiality Agreement was circulated. It was moved by Patti Durkee and seconded by Ben Cleveland:

“THAT the Confidentiality Agreement be accepted as presented.”

MOTION CARRIED

### **9.2 Nepotism Policy**

A revised Nepotism Policy was circulated. It was moved by Patti Durkee and seconded by George Manzer:

“THAT the Nepotism Policy be accepted as presented.”

MOTION CARRIED

### **9.3 Management Policy Revisions (Section 6)**

Section 6 of the Management Policy Revisions was circulated. It was moved by Patti Durkee and seconded by Carl Deveau:

“THAT the Management Policy Revisions, Section 6, be accepted as presented.”

MOTION CARRIED

## **9. NEGOTIATIONS COMMITTEE REPORT**

Negotiations Committee member Ben Cleveland indicated that the Negotiations Committee and the Union have successfully negotiated a new 3 year union contract retroactive April 1, 2021.

## **11. AUDIT RISK AND FINANCE REPORT**

Audit, Risk and Finance Committee member Ben Cleveland indicated that the Audit, Risk and Finance Committee met on April 21 with the Auditor, and again on June 9 to meet with the Auditor as well as to discuss the 2022-2023 Budget and the staff health benefit plan.

### **11.1 Budget Proposal**

A Proposed 2022-2023 Budget was presented to the Board. It was moved by Ben Cleveland and seconded by Wade Cleveland:

“THAT the Proposed Budget for 2022-2023 be accepted as presented.”

**MOTION CARRIED**

A discussion was held on the staff health benefit plan and rising costs. It was moved by Ben Cleveland and seconded by Patti Durkee:

“THAT an Ad-Hoc Committee be created to review the rising costs of the staff health benefit plan.”

**MOTION CARRIED**

A discussion was held on staff attraction and retention and the rising costs of health benefits to both the staff and the board while the board reviewed health benefits plans. It was moved by Ben Cleveland and seconded by Patti Simpson:

“THAT the Board increase their cost-sharing of health benefits by 10% for 2022-2023 and 2023-2024.”

**MOTION CARRIED**

## **12. NEW BUSINESS**

### **12.1 Wireless Access Policy**

A revised Wireless Access Policy was circulated. It was moved by Wade Cleveland and seconded by Carl Deveau:

“THAT the Wireless Access Policy be accepted as presented.”

**MOTION CARRIED**

### **12.2 Access For All Policy**

A revised Access For All Policy was circulated. It was moved by Patti Durkee and seconded by Wade Cleveland:

“THAT the Access For All Policy be accepted as presented.”

MOTION CARRIED

**13. CORRESPONDENCE**

None

**14. OTHER**

None

**15. AROUND THE TABLE**

Patti Durkee wished to thank everyone involved in negotiations as well as the Personnel Committee for all the work done.

**16. NEXT MEETING**

Thursday, September 15 at 1:00 p.m. in the Community Room of the Izaak Walton Killam Memorial Library building.

**17. ADJOURNMENT**

On a motion from Wade Cleveland, the meeting adjourned at 2:44 p.m.





**Town of Shelburne**  
 Staff Report to Council 3 October 2022  
 Visitor Information Centre 2022 Season

**General Overview:**

The purpose of this report is to update Council on the 2022 tourism season with respect to the Town of Shelburne’s Visitor Information Centre (VIC).

**Background:**

Historically, the Town’s VIC was managed by two senior staff and one to two student employees. The facility would open around mid-May and stay open until mid-October.

The VIC Counsellors help people visiting our area by providing information, giving directions, and answering queries. VIC Counsellors help visitors by advising them on what to do and see, where to stay and eat, and the best ways to travel around the area. They use their local knowledge along with printed reference sources such as timetables, brochures, reference books and the internet. Much of the work involves face-to-face and telephone contact with visitors. VIC Counsellors use computers, mainly for researching information and for answering queries by email.

**Analysis:**

This year (2022), the Town of Shelburne employed two youth counsellors at the VIC with the assistance of the Canada Summer Jobs (CSJ) grant program and the Municipality of the District of Shelburne employed one youth supervisor. The VIC was opened to the public from June 28<sup>th</sup> to August 26<sup>th</sup>.

In July, there were a total of 231 guests that visited the VIC. Of those 231 guests, 62 were from Nova Scotia. We had 15 guests visit us from NB, 16 from Alberta, 32 guests from Quebec and 18 from Ontario. For the rest of Canada, we had 15 visitors with a majority coming from BC. The other 73 guests we had came from the New England states and the US (mostly from New Jersey and Ohio).

In August, 196 visitors stopped into the VIC. 148 of those visitors were from Canada. 68 guests visited us from areas around NS, 38 guests came from Ontario and 22 guests were from Quebec. 20 guests came from other parts of Canada. We had 19 visitors come from the New England states and 20 guests from the US with the majority coming from Florida. The other 9 guests came from other parts of the world, like Germany and the UK.

In total, 427 guests visited our VIC this season. This number is down from last year. Last tourist season we had a total of 568 guests visit the Town’s VIC (219 guests in July and 349 guests in August).

**Financial Analysis:**

To date, the approximate expenses for the VIC are \$11,460 (\$8,610 in wages, \$2,850 in overhead costs). The Town of Shelburne received a provincial investment of \$5,500 from the Tourism Industry Association of Nova Scotia (TIANS) as well as an approved amount of \$3,373 from the government’s Canada Summer Jobs Grant Program. With these contributions, the Town was responsible for the remaining expense of approximately \$2,587, well below budget.

Respectfully Submitted,

Sarah W. Mattatall,  
 Manager of Human Resources & Administration

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**Town of Shelburne**  
 Staff Report to Council 3 October 2022  
 Nova Scotia Utility and Review Board  
 Municipal Boundary Review

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**General Overview:**

This document is intended to update Council regarding feedback from the community in respect to the Municipal Boundary Review requirement by the Province of Nova Scotia every eight years so that they may make an informed decision on the requirement.

**Background:**

As a town, the Town of Shelburne (ToS) is required to provide feedback to the Nova Scotia Utility and Review Board on the number of elected officials, the review is to ensure appropriate representation for its citizens or if they believe a change should be made. As advertised in the paper, two (2) opportunities were made to the public to attend a council meeting (July 18<sup>th</sup> and September 19<sup>th</sup>), as well as an online survey, plus a open-house event was held on September 13<sup>th</sup>.

**Analysis:**

Only three (3) members of the community stepped forward and offered their opinion. Two (2) suggested no change (remain as-is) and one suggested a reduction by one councillor (to four).

Using the same 3 January 2018 reference<sup>1</sup> as the latter constituent above did, the following data analysis results were also extrapolated:

- No municipal unit in Nova Scotia has less than five politicians.
- Of the 10 units that have a lower constituent/politician ratio than the Town of Shelburne (ToS), 9 are towns (only one was a district).
- Of the 39 units that have a better constituent/politician ratio than the ToS, 24 are districts (15 are towns).
- Of the seven units (all towns) with smaller populations than the ToS, five have 7 politicians, two have 5 politicians.
- ToS had 349 constituents per politician, the average for towns was 648.
- For the County of Shelburne (2018 reference):
 

Municipality of Barrington	\$ 14.38/constituent for politicians	5 politicians
Municipality of the District of Shelburne	\$ 29.49/constituent for politicians	7 politicians
Town of Shelburne	\$ 40.16/constituent for politicians	5 politicians
Town of Lockeport	\$113.94/constituent for politicians	5 politicians
Town of Clark's Harbour	\$114.35/constituent for politicians	7 politicians
- With the decline in the ToS population in the 2021 Census to 1,644 the figures change to:
 

Town of Shelburne	\$ 47.92/constituent for politicians	5 politicians
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- Only 10 of 50 units have an even number of politicians, all of whom are municipal/districts (no town has an even number of politicians).
- An even number of politicians, when voting on Council items, could result in a tie. A tie is recorded as a negative (defeat) of the motion (not voting is deemed to have voted in the negative)<sup>2</sup>

**Motion:**

**THAT** Council approves the submission of Form D of the Nova Scotia Utility and Review Board confirming the number of councillors OR altering the number of councillors to four.

Respectfully Submitted, Sherry Doane, CAO

<sup>1</sup> <https://www.cbc.ca/news/canada/nova-scotia/search-the-salaries-and-costs-of-nova-scotia-s-municipal-councils-1.4470447>

<sup>2</sup> The Municipal Government Act 1998, c.18 of Nova Scotia, section 21 (4) and (3)

