



AGENDA
Town Council Meeting-Council Chambers
February 20th, 2024
6:00 p.m.

Doc Ref:

- 1) Call to Order
- 2) Approval of Agenda
- 3) Approval of Minutes from the regular Town Council meeting held on February 5th, 2024.
- 4) Proclamations and Announcements: None
- 5) Delegations/Presentation:
 - a) Erin Comeau – Western County Regional Libraries D24-269
- 6) Correspondence:

Action:

Information:

 - a) Thank you letter – Hanging Basket D24-270
 - b) Thank you letter – Holly Renaud, CP&V Committee D24-271
 - c) Thank you letter – City of Gloucester D24-272
 - d) Letter of Reference – Kelly Cove Salmon Ltd. D24-273
- 7) Council Items:
 - a) Information Sharing Agreement with Elections Nova Scotia D24-274
 - b) Shelburne and Area Chamber of Commerce – sponsorship D24-275
 - c) Voyent Alert
 - d) Western Counties Regional Library
- 8) Committee Reports:
 - a) Port Committee Meeting Minutes - November D24-276
 - b) CP&V Committee Meeting Minutes – November D24-277
- 9) Staff Reports:
 - a) Port expansion D24-278
 - b) GIS Computer Request D24-279
 - c) By-Law Officer Report - January D24-280
 - d) Building Inspector Report – January D24- 281
 - e) Shelburne Volunteer Fire Department Report – January D24-282
- 10) New Business:
- 11) Upcoming Meetings/Events:
 - a) Next Council Meeting, Monday, March 4th, 2024.
- 12) Adjournment



Town of Shelburne
Minutes of the Regular Council Meeting
February 5th, 2024
DRAFT

Council Members Present

Mayor Harold Locke
Deputy Mayor Sheldon Ringer
Councillor Rick Davis
Councillor Elizabeth Acker
Councillor Ben Nickerson

Staff Present

Chief Administrator Officer, Sarah Mattatall
Deputy Chief Administrator Officer, Ken Smith
Executive Coordinator, Jill Webb

Call to Order

Mayor Locke called the Council meeting to order at 6pm.

The Town of Shelburne is located on the ancestral and unceded territory of the Mi'kmaq, (Mi'kma'ki), in the District of Kespukwitik, 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 February 5th, 2024.

Acker-Nickerson

CARRIED

Approval of the Minutes

THAT Council approves the minutes from the regular Town Council Meeting held on January 15th, 2024.

Davis-Ringer

CARRIED

Proclamations and Announcements

a) **February is African Heritage Month.**

WHEREAS February is recognized internationally as African Heritage Month - a time that all Nova Scotian's are encouraged to embrace, recognize, and salute the many contributions and ongoing achievements of people of African Descent all over the world, and here in Shelburne, we celebrate a time of better understanding.

WHEREAS we are in the 10th and final year of the International Decade for People of African Descent,

together we acknowledge and understand that when we listen to others' perspectives, interpretation, and views on the world, particularly those from marginalized communities, we will gain a more meaningful understanding on how to make our world a better place.

WHEREAS this year's theme - "Our Smiles, Our Joy, Our Resilience as African Nova Scotians, outlines the spirit of perseverance that people of African Descent have demonstrated over the centuries in our province.

THEREFORE, be it resolved that WE, do hereby proclaim the month of February to be African Heritage Month. We celebrate the longstanding history of people of African Decent in the development of Canada.

We ENCOURAGE residents, businesses and community groups to engage in the activities and celebrations, and to take the opportunity to education yourself and reflect on the story of Nova Scotia's vibrant African Nova Scotian Community.

b) February 15th is National Flag of Canada Day.

February 15th, 1965, Canada's red & white maple leaf flag was raised for the first time on Parliament Hill. On the same day in 1996, National Flag of Canada Day was declared. Our national flag is symbol that unites Canadians and reflects the common values we take pride in – equality, freedom, and inclusion. On February 15th, let's celebrate the Canadian Flag!

c) Volunteer of the Month – Cheryll Blinkhorn

Cheryll Blinkhorn is being recognized as the Volunteer of the Month for February for her hard work and dedication to our community.

Cheryll's commitment to being a volunteer started many years ago and since retiring from a successful teaching career it has only increased.

For many years, Cheryll served as a Board member for the Osprey Arts Centre, working tirelessly to support art, theatre, and music in Shelburne. Her love of the Arts fueled her desire to share them with others.

On many Monday evenings, Cheryll can be found sorting through items for the NU2U shop which raises monies for the Roseway Hospital Charitable Foundation. She is always available for whatever the Foundation needs.

Another recipient of her volunteerism is The Loyalist Food Bank; she along with her husband continue to be a shopper for much needed food products.

Cheryll is also a long-time member of the Shelburne Curling Centre; she always steps forward to assist with Bonspiels and special events. Working in a kitchen is second nature to Cheryll, she can be found in the curling Centre kitchen, the Sandy Point Community Centre kitchen as well as during the wildfires, she helped at the Shelburne Community Centre.

On top of all this, Cheryll serves on two committees of the United Church of Canada, and she can always be counted on to assist those less fortunate at a moment's notice. She has even turned her hobby of knitting into helping others - she knits finger puppets for the IWK, pneumonia vests for infants and hats for the homeless.

For all Cheryll has done and continues to do for this community, the CP&V Committee and Town

Council recognize her as the Volunteer of the Month for February. Thank you, Cheryl!

Delegations/Presentations

a) Robert Enslow - Noise

This presentation was cancelled.

b) Val Kean – Shelburne Events Committee

Mayor Locke invited Val Kean to begin her presentation. Val began her presentation. She spoke how the committee began and where they are now. She told Council that they are responsible for 3 signature events: Dock Street Days, Giant Pumpkin Festival and Miracle on Dock. She also explained that they do an Easter event in the springtime at Islands Park as well as they work with the Town of Lockport on planning an event.

She explained how each event looked in 2023 and what they envision for 2024. She discussed budgets and the Shelburne Events Committee is asking for a total contribution of \$15,795.00 (\$8,370 for Dock St Days, \$3,645 for Giant Pumpkin and \$3,780 for Miracle on Dock St) from the Town of Shelburne to help these events move forward in bigger and better ways. Val told Council if they agree to the funding, that the Committee would be more than happy to have representation from the Town on the Committee.

After the presentation, Val asked for questions, Mayor Locke asked Val to confirm what the Town gives the Municipality now, Val confirmed that the Town gives approximately \$12,000 now, thus the Municipality is requesting an additional \$4,000 in funding. Mayor Locke also asked if it's based on population and Val explained that it is 73% from Municipality and 27% from the Town of Shelburne.

Councillor Acker made a couple of comments stating that she is just amazed at the volunteers that the Committee has, it's a great group doing great things. She commented that she felt it would be deferred to budget but that she will definitely be supporting this come budget time. She said that the Events Committee is very welcoming and accepting of any feedback given. Councillor Wagner from the Municipality of the District of Shelburne who also sits on the Committee chimed in and said this is exactly why we changed the dates of Dock Street Days as they had received feedback that a lot of people are away on the long weekend.

Brendan Pippy who is a member of the Shelburne Events Committee also noted that he sits on the South Shore Tourism Committee, and he mentioned that a lot of people are looking to go to different events around the province and we can capitalize on that.

THAT Council defer the item to the budget process.

Acker-Ringer

CARRIED

M24-161

Correspondence

Action:

a) Commissary Accessibility Marina Park Society

Councillor Acker mentioned that there was already a motion on the table regarding this from June 19, 2023 M23-077 – THAT Council direct staff to write a letter of support for the Commissary Accessibility Marina & Park. No other motion needs to be made.

b) Appointment of Eric MacIntosh to the Accessibility Committee

THAT Council approve the appointment of Eric MacIntosh to the Accessibility Committee.

Nickerson-Ringer

CARRIED

Information: NONE

Council Items

a) Complaints Reporting System

CAO Mattatall spoke to this topic. She explained to Council that at a Mayors/Wardens/CAO meeting the Municipality of Barrington told Mayors and Wardens of a system that they use to handle all complaints coming in. They have been using this for the last two years. Sarah told Council that from a resident perspective it's great as they can go online and make a complaint 24/7, they do not have to wait for the office to be open to go in or call. The system works by someone going online and filling in the complaint form and then that report would get sent to the appropriate staff person to handle it. From a Council and Staff perspective it's a great tool as Council and staff would be able to check on the status of a complaint by going to the app and clicking on it and checking the progress, who is handling it and what they have done. It also is a good data tool that allows us to compile information and use it to find the trends, number of complaints, and help Council to make decisions.

Councillor Acker asked what the cost would be, and CAO Mattatall explained that the start up fee would be \$5,000 and then it would cost \$2,400 per year. The local software development company would help us implement it and run the program.

We could use the program for work orders, by-law issues, etc. It would really help to streamline things. Councillor Nickerson mentioned that all the accountabilities would be right on the app. Councillor Acker commented on the time saving for staff and Councillor Ringer said it would be good to have a demonstration of the app, all Councillors and Mayor agreed. Sarah said she would ask Chris to come do a presentation on it.

THAT Council defer the topic to the budget process.

Acker-Nickerson

CARRIED

M24-162

b) Voyent Alert

Sarah explained that this was on the last Council meeting and Council made a motion to defer to budget. She explained to Council that the Municipality is going to be purchasing this in the upcoming weeks and if we were to purchase now with them we would save \$1,800 because the cost would only be \$1,700, if we wait and purchase on our own the cost would be \$3,500. Mayor Locke explained in order to do this we need to rescind the previous motion and make another motion at the next Council meeting on February 20th, 2024.

THAT Council rescind the previous motion made #M24-156 on January 15th, 2024, to defer the topic to the budget process.

Nickerson-Acker

CARRIED

M24-163

c) Rezoning – 194 Rodney Street

Mayor Locke felt that we need a staff report on this topic. Councillor Acker asked for more information, she commented that it's a 12-unit apartment, is the property big enough? Mayor Locke wanted to know if that property goes right to Elliott Street and CAO Mattatall responded that she believes it does but would investigate it further. Sarah also mentioned that we are only allowed to have 6 units in the apartment building if we were to rezone because of certain streets in the town are only allowed so many according the land use by-law.

THAT Council direct staff to create a staff report.

Acker-Ringer

CARRIED

M24-164

Committee Reports

a) Source Water Protection Committee Minutes

Councillor Acker told Council that these are the minutes from our October meeting, and we recently had another meeting last week. Things are moving along, and we are making progress, it's a great committee.

Staff Reports

a) CAO Report

Ms. Mattatall spoke to her report, giving Council an update on projects happening. At the last meeting, the Region 6 Solid Waste Management approved budget did not have the breakdown regarding cost sharing and so she wanted to let Council know the Town's portion is \$2,533.99. She updated Council on the Town Wharves (95 Water Street and 14 Dock Street) damages. She has reached out to ACOA for funding, written a letter to MDS requesting funds and have spoken to Nolan Young as well. She also wanted to inform Council that the Barrington Lake Wildfire Review that was sent out in a previous Council meeting was indeed a draft copy, and the final copy should be coming along shortly. And lastly, she let Council know that the Grants to Organization program has been closed and we have received close to 20 applications. The CP&V Committee will be vetting these to bring back to Council at an upcoming meeting.

b) Update – Public Meeting, Pickleball

Deputy CAO Ken Smith spoke to this topic. He told Council that they held a public meeting on January 27, 2024, and had a good turnout. They have had several people interested in doing various aspects of the committee – grant writing, legal writing and serving as members. Ken explained the next step would be to create a lease agreement between the Town and the society. Councillor Acker asked if we will also be looking at the ballfield and Ken explained that once we get the tennis and pickleball courts moving forward we can begin to address the ballfield and the Grovestine Complex as a whole. One thing at a time.

THAT Council direct staff to meet with the society and prepare a draft lease agreement for Councils consideration.

Ringer-Nickerson

CARRIED

M24-165

In Camera:

MGA 22 (2)e – Contract Negotiations

It was moved that we go In Camera at 6:44pm

Acker-Riner

CARRIED

Council came out of Camera at 7:16pm. There are no motions coming out of in camera.

New Business

Deputy Mayor Ringer wanted to thank the Public Works staff for all their hard work in cleaning the streets and clearing the snow.

Upcoming Meetings/Events

- a) Lobster Chowder Chowdown Showdown, Black Loyalist Heritage Centre, February 11th, 2024, 1-4pm.
- b) Meet and Greet with Shelburne County Special Olympic Athletes, Christ Anglican Church, 29 Anne Street, February 19th, 2024, 1-3pm.
- c) Next Town Council Meeting – Tuesday, February 20th, 2024, 6pm, Council Chambers.

Adjournment

THAT the Regular Town Council Meeting of February 5th, 2024, be adjourned.



**Application
Request for Delegation/Public Presentation to
Council/Committees**

Document #	D24-269
Rec'd by	gw
Date	Jan. 25/24
COPIES TO:	
Council	✓
Aderlana	✓
Committee	

Meetings of Shelburne Town Council and Town Committees regularly take place at the Town Office, Council Chambers, 168 Water Street, Shelburne, Nova Scotia. Please call the Town Office to confirm meeting date(s) at 902-875-2991 Ext. 8 or check the Town of Shelburne website at www.shelburnens.ca.

No more than two (2) public presentations will be scheduled on the agenda of each Council meeting, each month. Each presentation is limited to fifteen (15) minutes. Presentations are scheduled on a first come, first serve basis.

This form must be returned properly completed and submitted no later than seven (7) calendar days prior to the meeting at which you wish to appear.

Name of Presenter: Erin Comeau

Address: 405 Main Street, Yarmouth NS B5A 1G3

Phone: 902 742 2486 ext. 225 Email: director@westerncounties.ca

Council/Committee you wish to appear before:

- Town Council
- Community Participation & Volunteerism Committee
- Port Committee
- Asset Management Committee
- Shelburne County East RCMP Advisory Board
- Accessibility Committee

Reason(s) you wish to appear before Council/Committee (provide a brief summary of presentation/identify specific requests for funding, if any):

Library services and funding challenges.

Date of Council/Committee meeting at which you wish to appear: February 20, 2024

Are you representing:

- Yourself
- An Organization/Society/Club (Name): Western Counties Regional Library
- A Business (Name): _____
- Other (Please Specify): _____

If applicable, please attach a paper or electronic copy of your presentation to this application or submit it no later than the 12:00 p.m., the Wednesday before the Council/Committee meeting. Your presentation will be circulated to Councillors/Committee Members prior to the meeting to provide Council/Committee Members with an opportunity to review your submission.

Note: Failure to provide a paper or electronic copy of your presentation will result in the processing of this request to be delayed or your scheduled presentation postponed until the required information is received.

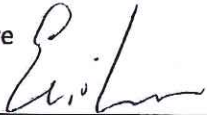
Please return the completed form to:

Candy Venning, Executive Coordinator Town of Shelburne, 168 Water Street, Shelburne, NS,
Candy.Venning@shelburnens.ca (902) 875-2991 ext. 8, Fax: 902-875-3932.

Once you have read the document attached to this form, please confirm you have read and understand the conditions contained therein by signing this form in the space provided below.

I have read the attached document on making public presentations to Shelburne Town Council/Town Committee and understand the conditions under which an opportunity to make a presentation to Council or a Town of Shelburne Committee will be provided.

Signature



For Office Use Only:

Date Request Received: Jan. 25/24

Approved Refused

Reason for Refusal: _____

Applicant Notified

If Approved, Date of Presentation: Feb. 20/24

Signature of Executive Coordinator/Committee Secretary Ju Webb



Western Counties Regional Library

January 23, 2024

Town of Shelburne
168 Water Street
P.O. Box 670
Shelburne, NS B0T 1W0

Dear Council Members,

I am writing on behalf of the Western Counties Regional Library Board to express our concerns about the sustainability of libraries and to request an additional 5% in municipal assistance to help maintain regional library services for the upcoming fiscal year.

Decades of inadequate funding and increased pressures has meant that employee wages remain low while community demand continues to rise. Libraries received a moderate funding increase in 2020 and our funding has since remained frozen as per the current funding formula, which will expire March 2025.

This year, our Board made the difficult decision to approve a deficit budget to fund wage increases. This brought the hourly wage for the majority of our frontline staff to \$18.75, which is still well below a living wage. With planned annual cost of living increases and our responsibility to compensate our employees fairly and equitably, we anticipate needing to withdraw \$60,000 from our reserve funds in 2024-2025 to support this increase. We have trimmed the fat in every area from library hours to management positions and there is nowhere else to cut without having it felt throughout the region.

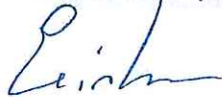
Document #	D24-269
Rec'd by	gw
Date	Feb. 14/24
COPIES TO:	
Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>
	<input type="checkbox"/>

We have advised Minister MacMaster of the Department of Communities Culture, Tourism and Heritage of our current financial situation and the potential for service reductions. Along with all other regional libraries, we have requested a 5% increase in provincial government assistance for 2024-2025 and have asked Minister MacMaster to initiate the Library Funding Formula review process as quickly as possible.

Thank you in advance for considering our ask for a 5% increase in assistance of \$600 for 2024-2025. We welcome an opportunity to speak to you and your council about this request and about regional library services. You may contact our Executive Director, Erin Comeau, at director@westerncounties.ca or 902-742-2486 ext. 255 if you are interested in a meeting.

We hope that by working closely with municipal and provincial partners on a funding formula review that we will find ourselves in a more favourable position a year from now.

Yours sincerely,



pp
Sherry Thorburn Irvine
Board Chair, WCRL
Cc Ben Cleveland
Enclosures

405 Main Street, Yarmouth, Nova Scotia B5A 1G3
Tel: 902 742-2486 Fax: 902 742-6920 westerncounties.ca

Western Counties Regional Library

Public Library Services Summary

Beyond Books

Document #	
D24-269	
Rec'd by	
[Signature]	
Date	
Feb. 14 / 24	
COPIES TO:	
Council	✓
Agenda	✓
Committee	

As Nova Scotians face increased inflationary pressures, housing shortages, and the impact of the COVID-19 pandemic on learning and overall community well-being, they turn to their libraries for support.

Public libraries are vital to the health of a society. We are responsive to community needs, foster resilience, and are accountable to Nova Scotians. We have the ability to positively affect social determinants of health and well being.

- By providing equitable access to information and technology, we help bridge the digital divide.
- By providing free and welcoming spaces, we counter the epidemic of loneliness and help ease the stress on people who seek warm shelter and access to clean washroom facilities.
- By offering cultural resources, we create a shared sense of community and social cohesion.
- By providing pre-literacy and early literacy programs, we help children build on their reading skills.
- By working with local organizations, we support communities in their growth and development.

In 2023, Western Counties Regional Library (WCRL) experienced a 16% increase over pre-pandemic figures in borrowing alone and 2024 is trending to be even higher than last year. We are facing significant inflation and cost-of-living pressures while responding to more complex community needs.

Aside from our regular services (i.e. materials lending, public computer access, book deposits to seniors residences and regular programs), we highlight the following:

Welcoming and Supporting Newcomers – We welcome new people to the library on a regular basis and build long-lasting connections with them. Newcomers come to the library to use our public computers and Wi-Fi while they wait to establish themselves and their families in the area. Many attend our programs as a way to meet new people and build social connections while some frequent the library just to be in a safe and comfortable space.

Addressing the Digital Literacy Gap – We offer digital literacy programs for people who want to learn to use mobile technology. We emphasize the importance of cybersecurity and aim to equip people with the tools they need to practice online safety while accessing the ever-increasing online government services and assistance programs, including virtual care.

Healthcare workers and local businesses often refer people to the library to get help with booking appointments or registering for customer loyalty cards. All of our branch staff help people with basic computer and internet navigation and walk them through setting up email accounts so that they can access services online.

Support Health and Well-Being –We are distribution centres for COVID-19 Rapid Test Kits and up-to-date information about testing and reporting. We also work with provincial partners to loan out equipment that can gauge home health. These currently include Carbon dioxide (CO₂) monitors, radon detectors, and energy meters.

Working with Community - We work closely with community to deliver valuable programs including but not limited to

- Income tax clinics for low-income earners
- Information sessions on tax benefits and scam awareness, chronic pain management, understanding dementia, estate planning and powers of attorney
- Clothing, school supplies and costume swaps with Waste Check and other local organizations
- Science programs with the Discovery Centre and Dalhousie University
- Early literacy programs for children and their caregivers.

Document #	
D24-269	
Rec'd by	
[Signature]	
Date	
Feb. 14/24	
COPIES TO:	
Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>
	<input type="checkbox"/>

Western Counties Regional Library

Annual Report
 April 1, 2022 – March 31, 2023

From Our Board



In 2022-2023, with our global Covid pandemic behind us, we recall how our libraries responded in a multitude of ways to meet the needs of community.

Today, while maintaining a focus of libraries as community centres of connection, professional librarians and support staff are also envisioning what future service provision will be. Libraries will continue to remain responsive to the community's needs.

While our unforeseen and unprecedented reality of wildfires have challenged and threatened our communities of Pubnico, Barrington and Shelburne, these communities are transitioning to a new reality.

No matter the external forces, each community will continue to rise to challenges presented and libraries will continue to be a place of connection; a safe, space, inclusive of all. Libraries remain constant and responsive, and they are committed to service and program delivery.

If you are new to community, or you are an old friend of our libraries, I invite you to plug into our social hub, a place of safety and inclusiveness, our anchoring lifeline.

Sherry Thorburn Irvine
Chair

From Our Executive Director

Change and renewal was our theme this year. In the spring of 2022, we, alongside seven other regional libraries in Nova Scotia, launched the Same Page (One) Library Card.

Five years in the making, Same Page enables our patrons to search for and borrow from over one million items with one card and with an easy click of a button.

The response from patrons was immediate and overwhelmingly positive, resulting in a 16% increase in circulation of physical materials over pre-pandemic figures.

With all pandemic restrictions lifted, we renewed old partnerships and quickly developed new ones. Our patrons enjoyed a variety of activities as they gradually became accustomed to being in the library without required masks or distancing.

Excitement and creativity flowed as people enjoyed each other's company while sharing ideas and learning new things.

With the lifting of the pandemic restrictions and the launch of the new library card system, our team felt a renewed enthusiasm for libraries.

We are proud of our accomplishments and are eager to work with community to further develop and refine library services for all to benefit from and enjoy.



Erin Comeau
Executive Director

Library as Space & Place

“I came (to the library) to scan images of my art. I don’t have a scanner or a photocopier so I know I can come to the library to do this with a USB.”

“I come to the library because I need to use the computer. It’s like a home away from home. I don’t know what I would do without a library in my life because it has been so useful to me in so, so many ways.”



9,192
Active Members



184,875
Items Borrowed



103,499 In-Person
Visits
139,323 Virtual Visits

That’s 651 Visits Per Day



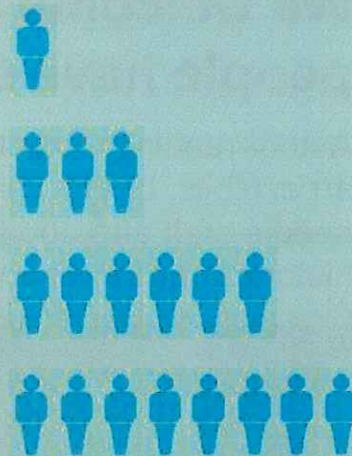
454,805
Digital Loans

Library as Space & Place



The lifting of COVID-19 pandemic restrictions allowed library staff to do more outreach work. Pictured, Training and Development Manager Shannon Raynard is ready to greet the public at the Western Nova Scotia Exhibition in August.

869
Children's
& Adult
Programs.*
Enjoyed by



6,152
People

* Includes passive programs

We help people connect digitally

Older adults in Barrington, Clare, Digby, Shelburne and Yarmouth, participated in basic technology skills workshops. They learned to use settings on their tablets and mobile devices and about ways to connect with services and community. They also received tips on Internet safety.



Mahala Sears (standing centre) answers questions during a Discover Your Device workshop with Nick Cook (standing right). The first session taught participants the basics, including how to set up and use key features of their smartphone, tablet or laptop, and how to search the Internet, and download useful applications.

Library as Space & Place

We welcome everyone and share interactions that people have enjoyed over the year

Author readings, paint nights, science clubs, group meditation, art exhibits, LEGO clubs, puzzle exchanges and drop-ins, needle craft afternoons, book clubs, story times, travel and historical presentations.



Carmelita Johnson reads stories by African Nova Scotian author Shauntay Grant as part of African Heritage Month programming.









Participants in a multi-generational Yarn Wall Hanging program get to work at the library.



Jordan Chown with Canada Revenue Agency's Community Volunteer Income Tax Program discussed tax benefits and scam awareness during a series of workshops in Digby, Shelburne and Yarmouth in January.

Branches by the Numbers

Barrington

	897 Members
	173 Program Participants
	11,593 Visits
	15,766 Items Borrowed
	673 Computer Bookings
	8,021 Wireless Connection
<u>Outreach & Book Deposits:</u>	
Bay Side Home	
Home Away From Home Family Day Care	
Ocean View Christian Academy	









Families enjoy a painting program at the library in May 2022.

Clark's Harbour

	212 Members
	93 Program Participants
	3,159 Visits
	2,847 Items Borrowed
	84 Computer Bookings
	2,739 Wireless Connections







Clare

	601 Members
	360 Program Participants
	10,989 Visits
	11,187 Items Borrowed
	702 Computer Bookings
	2,881 Wireless Connections
<u>Outreach & Book Deposits:</u>	
École Stella-Maris	
Foyer Celeste	



Creative programs such as this one on collage are important and popular library programs.

Digby

	1,292 Members
	1,834 Program Participants
	14,041 Visits
	27,483 Items Borrowed
	817 Computer Bookings
	4,478 Wireless Connections
<u>Outreach & Book Deposits:</u>	
Digby Preschool Co-Op	

Lockeport



304 Members
597 Program Participants
5,139 Visits
9,203 Items Borrowed
345 Computer Bookings
2,708 Wireless Connections

Outreach & Book Deposits:

MacLeod Surf Lodge Nursing Home
The Fox and Hare Daycare



Children combined their creative skills in technology and art during this library program.

Shelburne



1,267 Members
1,091 Program Participants
13,442 Visits
26,728 Items Borrowed
994 Computer Bookings
5,208 Wireless Connections

Outreach & Book Deposits:

King Street Family Centre
Mary's Abide Awhile Home Limited
Roseway Manor Inc.

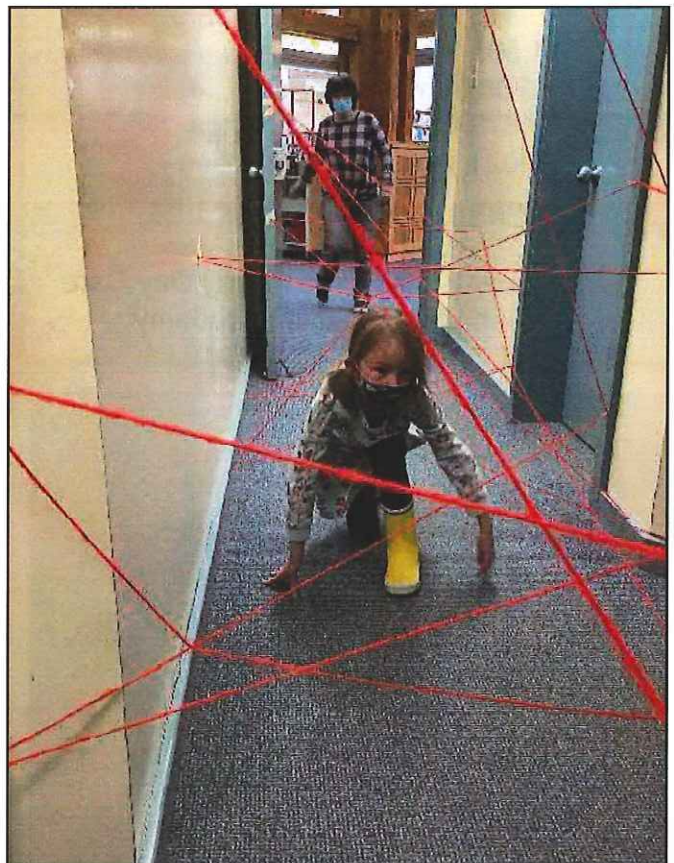
Pubnico



221 Members
19 Program Participants
3,396 Visits
3,235 Items Borrowed
320 Computer Bookings
2,496 Wireless Connections

Outreach & Book Deposits:

Nakile Home for Special Care



Staff turned the library into a maze that had participants using their athleticism and problem-solving skills.

Westport



121 Members
240 Program Participants
2,127 Visits
2,779 Items Borrowed
13 Computer Bookings
2,177 Wireless Connections

Outreach & Book Deposits:

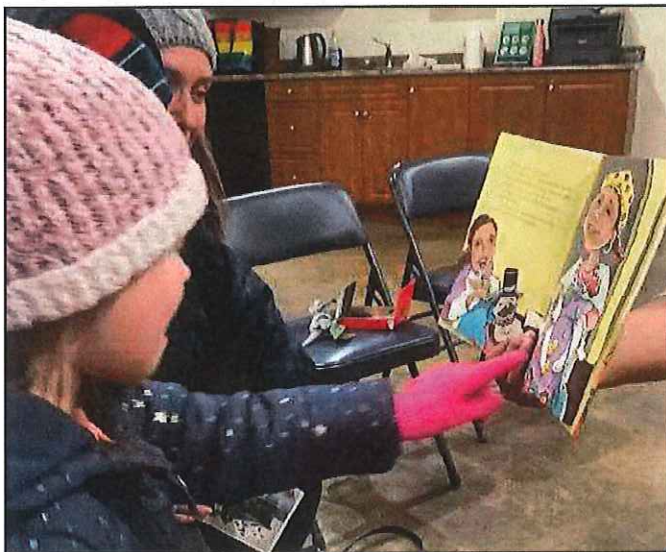
School Street Market in Freeport

Weymouth

	705 Members
	457 Program Participants
	7,943 Visits
	12,108 Items Borrowed
	562 Computer Bookings
	3,514 Wireless Connections
<u>Outreach & Book Deposits:</u>	
Maison Jerome	
Weymouth Consolidated School	



Declan Trefry and father set up Declan's art exhibit. Area artists of all ages exhibit their work at the library's branches in Clare, Digby, Shelburne and Weymouth.



A family follows along during a reading of the works of Shauntay Grant as part of a February African Heritage Month program.

Yarmouth

	3,469 Members
	1,288 Program Participants
	31,670 Visits
	69,620 Items Borrowed
	4,121 Computer Bookings
	9,540 Wireless Connections
<u>Outreach & Book Deposits:</u>	
11 local seniors residences	



Pictured right, Library clerk Marguerite Thibault with students from Weymouth Consolidated School hold up their Smelly Socks bookmarks, created at the library.



A youngster enjoys story time with the library's Lydia Hunsberger at the Western Nova Scotia Exhibition on Aug. 5, 2022.

Making a Difference

Staff help library lover get through some hard luck

Susan Deline has had a string of hard luck, but the library has helped her get through it.

"I can't say enough about library services," she says.

A broken leg followed by a broken hip had kept Deline either hospital- or house-bound from May through much of November.

"I wasn't able to get outside," Deline says.

She praises the work of Digby library clerks Joanna Jarvis and Cindy Hazel.

"Joanna and Cindy have both been wonderful," she says.

"The library has been a lifeline for me," Deline says, adding how being able to read library books helped during her recovery.

Being used to ordering her material online, Deline ordered books from her hospital bed.

A phone call to the library to arrange to have a family member pick up her books changed things dramatically for her.

"Together we made arrangements for her family and friends to come pick up books for her," says Jarvis.

Jarvis told Deline about the library's borrow-by-mail service. The library mails books to the borrower and includes a postage-paid return envelope.

"That was the high point



Library user Susan Deline, right, had high praise for Digby library clerks Joanna Jarvis, left, and Cindy Hazel, not in picture, for their efforts to supply her with books during her recent health challenges.

of the day, getting my library books," she says.

The service enabled her to have part of her normal life back as she could order her books online and have them delivered to her.

And what does she read? While she enjoys a wide range of material, she recently read a biography of Leonard Cohen. The library kept her supplied with a steady stream of British

mysteries and some humour by author Justin Halpern, including *I Suck at Girls* and *Sh*t My Dad Says*.

She recalls laughing out loud in her hospital bed while reading Halpern.

While she was in the Digby hospital, library staff offered to drop books off to her, as it is across the street from the library. Deline turned down the offer as she had family and friends take care of her book deliveries.

The compassion and kindness of the library staff meant a lot to her.

She was able to visit the library in November for the first time since her series of injuries, and was pleased that the library was accessible for her in her wheelchair.

Now, she says she is "getting around pretty good."

She says this is not the first time she has benefited from library services. In the early days of the COVID-19 pandemic, she was homeschooling her grandson and visited the library regularly.

"They (the clerks) were wonderful," she says, offering all kinds of information and guidance on a wide-range of resources available to homeschoolers.

"Boy, did they come through," she says.

Working with the Community

We work with community members and organizations to provide valuable programs and services. Here are some highlights:

- Volunteers with the Canada Revenue Agency (CRA) Community Volunteer Income Tax Program helped older adults and low-income earners file their income taxes.

- Jordan Chowen with the CRA Community Volunteer Income Tax Program gave presentations in Digby, Shelburne and Yarmouth on scam awareness and tax benefits.

- The Kespu'kwitk Métis Council celebrated National Indigenous Peoples Day and shared indigenous cultures through, drumming, singing and fire-free smudging.



Al Comeau teaches stories behind pelts, drums and shakers during a National Indigenous Peoples Day program on June 21.

- Dr. Mustafa Abboud, MD, led a program in Digby that introduced participants to mindfulness and meditation/introspection. His focus was on how mindfulness can help reduce anxiety, manage depression, improve focus and symptoms of Attention Deficit Disorder, and decrease chronic pain and insomnia.

- Dietitian Kaitlyn Comeau, Pdt, gave a talk in Clare where she shared tips and tricks on how to shop for healthy foods without breaking the bank.

- Turning the Tide employees Carmelita Johnson and Shawnalynn Cromwell joined the Digby and Weymouth Libraries in their African Heritage Month celebrations by reading from the works of Shauntay Grant.

- Waste Check joined the library in hosting a community Halloween costume swap in Digby, Shelburne and Yarmouth. The swap provided free shopping for people who needed new costumes and was a good way to divert gently used costumes from the landfill.

Continued on next page

Working with the Community

- Community members in Clare participated in a craft supply swap and all leftover supplies was given to a local senior home.

- The Fibre Group in Westport knitted and crocheted hats, mitts and scarves and donated them to charity as part of a Christmas event led by the group.

- Educators and students from Hillcrest Academy, Weymouth Consolidated School, Lockeport Elementary School, Yarmouth Elementary School and Oceanview Christian Academy visited the library for story times and curriculum based activities.

- Our House Youth Services in Shelburne organized a winter wear swap where people came to the library to donate and/or find good, used winter wear.

- Shelburne County Family Resource Centre, Barrington Municipal Recreation Department and Parents Place (Yarmouth), delivered preschool story times and hosted community playgroups.

- Legal Information Society of Nova Scotia (LISNS) provided information sessions in Digby, Pubnico, Shelburne and Yarmouth on the basics of powers of attorney, personal directives and wills.

- SuperNOVA Dalhousie University led a week-long summer science camp in Shelburne.

- The Discovery Centre visited the Yarmouth Library to host a drop-in-style STEAM (science, technology, engineering, arts, and mathematics) program for kids and families.

- Sou'West Nova Transit provided free rides to and from library youth and family programs in Shelburne Counties.

- @ NS hired Nick Cook as a technology trainer to provide one-on-one sessions for people who wanted to learn how to use their computers, tablets or mobile devices in Digby, Shelburne and Yarmouth.

- The library joined the Crohn's and Colitis GoHere Washroom Access Program, further improving washroom accessibility for people living with Crohn's and Colitis.

- We worked with Nova Scotia Health to distribute COVID-19 rapid test kits and became drop-off sites for people to return their pulse oximeters to Nova Scotia Health.



Lots of children and families visited the Discovery Centre's *Winter of Discovery* at the Yarmouth library on Feb. 11.

Becoming More Accessible

We are taking action to become more accessible

We are working towards being fully accessible by the year 2030. Our accessibility plan is available on our website under the Accessibility section.

Accessible public computer stations are now in all of our library branches. These stations each have a 27-inch full HD monitor, large-print keyboard, a specialized trackball mouse, and the Non-Visual Desktop Access (NVDA) voice assistance software.



Lydia Hunsberger of Western Counties Regional Library holds a portable Daisy talking book player next to some of the items and technology available for people with disabilities.

We celebrated International Day of People with Disabilities by promoting materials and services available to people with disabilities. Our booklists featured materials that are written by and for people with disabilities. We also featured materials available to people with visual impairments including, large print books, audiobooks and eBooks, films with descriptive text and captioned videos.

We introduced portable Daisy talking book readers to our collection. Individuals who borrow these readers benefit from their accessibility features, which include speech tone, pitch and speed adjustment and large tactile navigation buttons. Not only can the readers play audiobooks, they can also read a variety of text files including Word documents, text (.txt) XML and HTML. Files can be read from a USB key, SD card or CD.

Our staff help patrons access a wider range of reading materials by connecting them with borrowing services provided by the Centre for Equitable Library Access (CELA) and the National Network for Equitable Library Service (NNELS). We also help patrons who are homebound choose materials to be mailed to them via our Borrow-by-Mail service.

We continue to work closely with our municipal and community stakeholders to improve our spaces and services and to make them more accessible to all.

Library Support

People showed their love of Western Counties Regional Library by adopting 974 books during the 2022 Adopt-A-Book campaign from Oct. 1 to Nov. 30. The dollar value of the donations was \$28,840, coming at a critical time for the library as provincial funding is frozen for the next three years. The goal for the campaign was to have 750 new books adopted, valued at \$20,000.

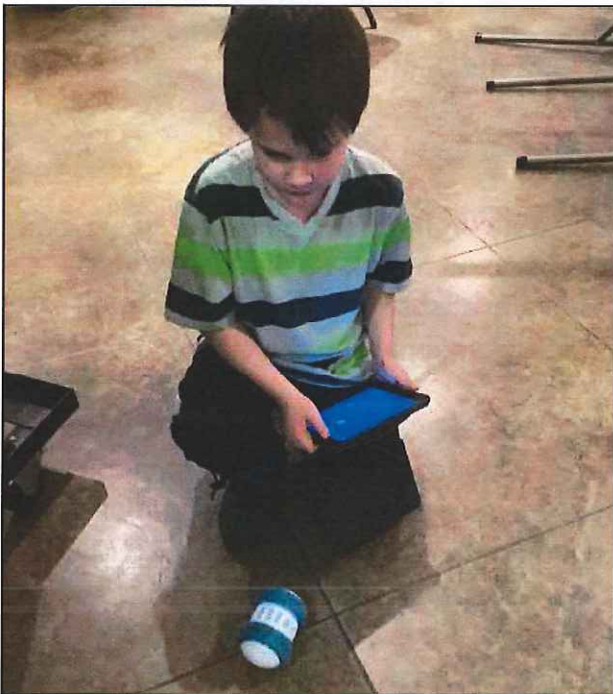
Friends of the library groups in Shelburne and Lockeport continued to purchase items for their library branches and donated \$4,000 and \$700 respectively toward the 2022 Adopt-A-Book campaign.

Businesses continued to support the library's Summer Reading Club, providing prizes for the children's, teen and adult club.

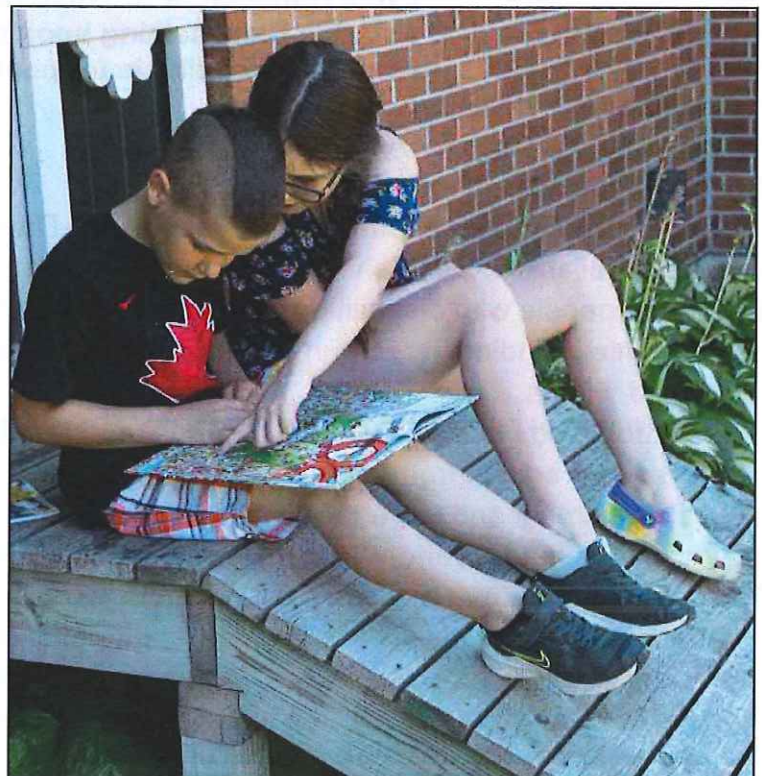
Book sales and regular giving continued to help the library meet its annual fundraising goals.

REGIONAL LIBRARY FINANCES

Expenditures			Revenues		
	2021-2022	2022-2023		2021-2022	2022-2023
Salaries and Benefits	\$1,223,475	\$1,303,094	Province of Nova Scotia	\$1,360,500	\$1,360,500
Library Materials	\$ 190,517	\$ 164,718	Municipalities	\$ 400,013	\$ 447,800
Other Expenses	\$ 445,760	\$ 452,069	Other Revenues	\$ 99,239	\$ 111,581
Total Expenditures	\$1,859,752	\$1,919,881	Total Revenues	\$1,859,752	\$1,919,881



A youngster uses one of the library's Ollies, a robot controlled through an app on a library tablet. The library's technology toys provide a great opportunity to learn while playing.



Siblings enjoy reading in the Yarmouth library courtyard during the summer of 2022.

Western Counties Regional Library

Council Presentation - Town of Shelburne - February 20, 2024

Western Counties Regional Library Services

- 10 Library branches
- 1 Headquarters
- Outreach services to seniors
- Borrow-by-mail service - expanded
- Digital library - expanded
- Programs and services for all ages - expanded
- Equity, diversity and inclusion - work ongoing
- Accessibility - work ongoing
- Digital literacy programs and services - expanded

Funding Formula (prior to 2020)

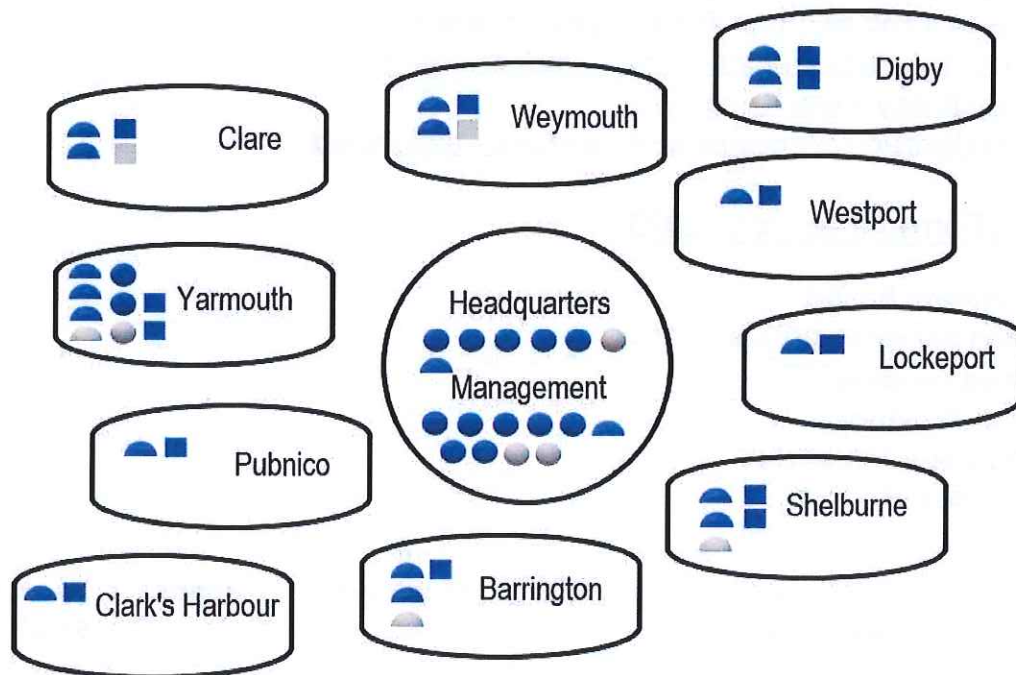
- Population Based
- Frozen between 2014 and 2020
- Shared Funding
 - 71% Province
 - 26% Municipalities
 - 3% Board

Year	Wage Increase	Provincial	Municipal	*Board	Town of Shelburne
2013-14	1%	\$ 1,103,200	\$ 371, 847	\$ 173,456	\$ 11,455
2014-15	1.5%	\$ 1,120,300	\$ 373,500	\$ 192,291	\$ 11,652
2015-16	1%	\$ 1,120,300	\$ 373,500	\$ 190,155	\$ 11,652
2016-17	1%	\$ 1,120,300	\$ 373,500	\$ 144,029	\$ 11,652
2017-18	0%	\$ 1,225,634	\$ 373,500	\$ 108,290	\$ 11,652
2018-19	3% U 1% M	\$ 1,120,300	\$ 373,500	\$ 175,293	\$ 11,652
2019-20	1%	\$ 1,172,967	\$ 373,500	\$ 88,495	\$ 11,652

*WCRL Board generated revenue exceeded the required amounts. Revenues from Yarmouth Public Library and Museum (YPL&M) grants, federal and provincial project grants and fundraising activities.

Impact of Frozen Funding on Staffing and Services (between 2014 and 2020)

- Elimination of full-time and part-time positions
- Reduction in hours for part-time positions
- Reduction in library service hours
- Reduction in office hours
- Low wages



Current Funding Formula

- Considers population
- Base Staffing and Scalable Staff
- Base + per capita for operating, collections, technology
- Non-prescriptive
- Flat funding rate for five years: April 1, 2020 - March 31, 2025

Shared Funding Formula	WCRL Funding
71% Provincial Share	\$ 1,222,500
26% Municipal Share	\$ 447,800
3% Board Share	\$ 51,700
French Grant (Provincial Grant)	\$ 138,000
Total	\$ 1,860,000

Funding Formula (2020-2025)

Year	Wage Increase	Provincial	Municipal	*Board	Town of Shelburne
<u>2020-21</u>	<u>4%</u>	\$ 1,360,500	\$ 373,500	\$ 121,842	\$ 11,652
2021-22	3.5% M 3% U	\$ 1,360,500	\$ 360,903	\$ 99,239	\$ 13,400
2022-23	65 cents U 50 cents M	\$ 1,360,500	\$ 447,800	\$ 111,581	\$ 13,400
2023-24	\$1.75 U & M	\$ 1,360,500	\$ 447,800	\$ 90,945	\$ 13,400
Budgeted					

*Required Board generated revenue = \$51,700

Impact of 5-year Flat Funding on Staffing and Services (between 2020 and 2025)

- Wages lower than living wages
- Heavy reliance on part-time workforce
- Difficulty recruiting and retaining staff
- Unsustainable salary and staffing model
- Programs and services tied to grant funding
- Unsustainable service levels

Short-term Solutions

- Use WCRL reserve funds
- Request bridge funding from the Province
- Request bridge funding from Municipalities

WCRL Board Action

- Approved a budget in 2023-24 that would include taking money from its reserve funds to continue to support current service levels
- Informed the Minister of Communities, Culture, Tourism and Heritage of WCRL's financial situation
- Made a formal request to the Minister of Communities Culture, Tourism and Heritage to start the library funding formula review process as soon as possible
- Requested 5% bridge funding from the Province
- Requested 5% extra funding from Municipalities

Long-term Solutions to Sustainable Funding

- Contribute to the library funding formula review
- Invite municipal input on the library funding formula review (NSP)
- Help develop a funding formula that supports sustainable regional library services



February 12th, 2024

Hanging Basket Volunteers
c/o Bradd Wilson
PO Box 158
Shelburne, Nova Scotia
BOT 1W0

Document # D24-270	
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Date Feb. 12/24	
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P.O. Box 670
168 Water Street
Shelburne, N.S.
BOT 1W0
Phone: (902) 875-2991
www.shelburnens.ca

Dear Bradd and the several Volunteers of the Dock Street Hanging Baskets Watering Crew,

On behalf of the Town of Shelburne Council, staff, and residents, I wish to express our sincere thanks for all your time, expertise, dedication, and active participation towards the hanging baskets on the waterfront over the last several years. Your contribution helped beautify our Town and made a difference in our community.

Again, we thank you for your contributions, time, and efforts.

Sincerely,

Harold Locke
Mayor, Town of Shelburne



February 5th, 2024

Dear Holly,

On behalf of the Town of Shelburne Council and the Community and Volunteerism Participation Committee, I want to personally thank you for serving on the CP&V Committee for the last several years.

Your time, expertise, dedication, and active participation has made a difference in our community. Your ideas, input and enthusiasm were most helpful and have assisted us in many projects and events around town over the years.

Again, we thank you for your contributions, time and efforts serving on this committee.

We look forward to seeing you around Town.

Sincerely,

Harold Locke
Mayor, Town of Shelburne

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P.O. Box 670
168 Water Street
Shelburne, NS
B0T 1W0
Phone: (902) 875-2991
Fax: (902) 875-3932

Bonnie Mahaney
Chair, CP&V Committee



P.O. Box 670
168 Water Street
Shelburne, N.S.
BOT 1W0
Phone: (902) 875-2991
www.shelburnens.ca

February 14th, 2024

Mayor Greg Verga
9 Dale Avenue
Gloucester, MA 01930
USA

Dear Mayor Verga,

The Town of Shelburne would like to extend a heartfelt thank you for continuing this relationship for the last several years. It is an absolute pleasure to continue to bring these two communities together and carry on this tradition between our sister towns. It adds such spirit to our community each year as we prepare to find a tree.

It is a privilege to join forces with you and the Town of Gloucester and I look forward to many more years growing this relationship.

Sincerely,

Harold Locke
Mayor, Town of Shelburne

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February 1, 2024

Nova Scotia Aquaculture Review Board
60 Research Drive
Bible Hill, NS
B6L 2R2

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P.O. Box 670
168 Water Street
Shelburne, N.S.
B0T 1W0
Phone: (902) 875-2991
www.shelburnens.ca

Re: The application Kelly Cove Salmon Ltd. For a Boundary Amendment and Two New Marine Finfish Aquaculture Leases and Licenses for the Cultivation of Atlantic Salmon- AQ#1205X, AQ#1432, AQ#1433

VIA Email: aquaculture.board@novascotia.ca

Madam Chair:

On behalf of the Council for the Town of Shelburne, I am pleased to provide this letter of reference for Kelly Cove Salmon Ltd (KCS).

KCS has been an excellent corporate citizen for this part of Nova Scotia. We are fortunate to have a large natural harbour with significant potential. The economic activity from this harbour is dependent on the Marine Terminal. Over the past few years, approximately \$1,000,000 has been invested in this infrastructure in order to maintain the sustainability of the terminal. KCS has played a key role in assisting the Town to secure these funds to allow the Capital upgrades to be a success.

Furthermore, they contribute to the operating budget as a result of the lease agreements. With KCS's continued support, growth of the Port remains possible.

KCS/Cooke also played a prominent role as a community minded entity in assisting the Town and area in contending with the major wildfire event which occurred earlier this year. Examples of their participation include the following:

- A) They sent 3 members from their New Brunswick work fire department, along with equipment to help fight the fires.
- B) They provided a refrigerator reefer truck to the community in order to provide proper storage for all the generous donations of food items in support of the firefighting efforts; and
- C) They provided food at the evacuation center, assisted by their employees.

KCS supports local businesses by using a local company to handle a significant amount of their trucking, as well as awarding maintenance contracts locally. As an employer, they provide 32 full-time jobs.

In conclusion, I would be more than pleased to provide more details on KCS/Cooke's contribution to our community, if requested.

Respectfully submitted,



Harold Locke
Mayor, Town of Shelburne

Street Address 202 Brownlow Avenue | Suite 505 |
Dartmouth | NS | B3B 1T5

Mailing Address PO Box 2246 | Halifax | NS | B3J 3C8

www.electionsnovascotia.ca

January 16, 2024

To: Nova Scotia Municipal Chief Administrative Officers

Re: Information Sharing Agreement with Elections Nova Scotia

Dear Sir/Madam:

Please find for your review the attached Information Sharing Agreement in accordance with the Nova Scotia Elections Act and the Municipal Elections Act. This replaces the previously signed data sharing agreement, due to expire on April 1st, 2024.

Each municipality choosing to use the provincial List of Electors for their municipal preliminary list of electors in any of the upcoming general or special municipal elections, must first enter into an agreement with the Chief Electoral Officer that sets out the conditions for sharing information and data with the municipality, maintaining the security and privacy of personal information contained therein, and the methodology and timing for providing back to Elections Nova Scotia (ENS) all changes and additions to the municipal final list of electors.

The agreement must be executed before ENS can respond to any request for the List of Electors after April 1, 2024.

Please print and sign the attached agreement and send a scanned copy via email to melissa.brayley@novascotia.ca at ENS. We will return the same, signed by the Chief Electoral Officer, to the email we have on file for your municipality.

As per this agreement, whenever the municipality requires an extract of the provincial List of Electors for its election event, a written and signed request for the List of Electors must be submitted to Linda Fares, Director of Information Systems and Technology at Elections Nova Scotia, via email to linda.fares@novascotia.ca and Hansley.Wang@novascotia.ca, or by mail.

We look forward to working with you soon.

Yours truly,

Linda Fares
Director, Information Systems and Technology



Phone 902-424-8584 | Toll free in NS 1-800-565-1504
TTY for the hearing impaired 902-424-7475

Fax 902-424-6622

Email elections@novascotia.ca

Document #	D24-274
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INFORMATION SHARING AGREEMENT

Document # D24-274	
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BETWEEN:

HIS MAJESTY THE KING in right of the PROVINCE OF NOVA SCOTIA,
as represented by the Chief Electoral Officer of Nova Scotia

(hereinafter referred to as "ENS")

OF THE FIRST PART

-and-

TOWN OF SHELBURNE, a body corporate, as represented by the
Chief Administrative Officer

(hereinafter referred to as the "Municipality")

OF THE SECOND PART

(each a "Party" and collectively, the "Parties")

WHEREAS clause 5(c) of the *Elections Act* allows the Chief Electoral Officer of Nova Scotia to enter into agreements with municipalities providing for the sharing of lists of electors for electoral purposes;

AND WHEREAS the Town of Shelburne is a body corporate and the Chief Administrative Officer is authorized to enter into agreements on behalf of the Municipality under section 31 of the *Municipal Government Act*, S.N.S., 1998, c.18;

AND WHEREAS subsection 30B(4) of the *Municipal Elections Act* prohibits the Chief Electoral Officer of Nova Scotia from providing a list of electors prepared from the Nova Scotia register of electors to a returning officer until the council of the municipality has entered into an agreement with the Chief Electoral Officer of Nova Scotia that protects the privacy and security of the information supplied and section 30 authorizes the returning officer to use that information to create a municipal list of electors;

AND WHEREAS section 115A of the *Municipal Elections Act* requires that a list of electors be used for election purposes only and for no other purpose;

AND WHEREAS section 333 of the *Elections Act* prohibits the use of information contained in a list of electors for any purpose other than an electoral purpose;

AND WHEREAS clause 62(3)(a) of the *Elections Act* permits the Chief Electoral Officer to disclose to municipalities, for electoral purposes, an elector's residential address, mailing address, legal name, gender where provided, contact information, day, month and year of birth, and a unique identification number assigned by the Chief Electoral Officer, notwithstanding the *Freedom of Information and Protection of Privacy Act*;

AND WHEREAS the Parties agree that mutual sharing of data by each Party, for electoral purposes only, in accordance with their respective governing legislation, and in keeping with the relevant privacy and personal information legislation, is in the best interests of Nova Scotia electors;

NOW THEREFORE in consideration of the promises and mutual undertakings, covenants and agreements hereinafter contained and subject to the terms and conditions hereof, the Parties agree as follows:

1.0 PREAMBLE

The preamble to this Agreement is deemed to be an integral part of this Agreement.

2.0 INTERPRETATION

In this Information Sharing Agreement, the following terms have the following meanings:

“Agreement” means this Information Sharing Agreement;

“destroy” means to shred all hard copies and to purge all accessible data files;

“candidate” means a candidate officially nominated in an election for the Municipality under the *Municipal Elections Act*;

“*Elections Act*” refers to the *Nova Scotia Elections Act*, R.S.N.S., 1989, c 5, as amended;

“electoral purpose(s)” means those purposes directly related to an election under the *Elections Act*, and including purposes directly related to the administration of an election under the *Municipal Elections Act*;

“ENS Information” means all information provided to the Municipality by ENS pursuant to this Agreement including, but not limited to, the following:

- (i) a list of electors; and
- (ii) all individual data components contained in a list of electors that pertain to the electors and their residential and mailing addresses;

“Final List of Electors” means the list of electors prepared by the Municipality and made up of the Preliminary List of Electors in addition to all revisions made to the electors’ information prior to an election as described in section 115 of the *Municipal Elections Act*;

“Geographical Information” means all information exchanged between the Parties pursuant to this Agreement including, but not limited to, relevant civic address information contained in the Nova Scotia Register of Electors;

“Information” means the ENS Information and the Municipality Information;

“*Municipal Elections Act*” refers to the *Municipal Elections Act*, R.S.N.S., 1989 c 300, as amended;

“Municipality Information” means all information provided to ENS by the Municipality pursuant to this Agreement including, but not limited to, the following:

- (i) a list of electors; and
- (ii) all individual data components contained in a list of electors that pertain to the electors and their residential and mailing addresses;

“Preliminary List of Electors” means a list of electors prepared in accordance with section 21 of the *Municipal Elections Act*;

“Returning Officer” means a returning officer as appointed by municipality council under the *Municipal Elections Act*; and

“Revised List of Electors” means the list of electors completed and certified pursuant to section 50A of the *Municipal Elections Act*.

3.0 PURPOSE

3.1 The purpose of this Agreement is:

- (i) to provide a secure, efficient, and predictable method for the transfer of the Information between the Parties;
- (ii) to ensure that the Information exchanged between the Parties is only used for electoral purposes; and
- (iii) to ensure continuous synchronization and update of Geographical Information and the individual components of data within the Information that may be exchanged between the Parties.

4.0 SHARING OF INFORMATION

4.1 The ENS Information shall include that of all active electors whose residence is identified as being within the boundaries of the Municipality or within the boundaries of any portion of the Municipality.

4.2 The ENS Information is prepared on the basis of geographic boundaries of municipal polling districts and/or civic address information, as specified by the Municipality.

4.3 The Information shall be exchanged in accordance with Schedules “A” of this Agreement.

4.4 To ensure that the Information remains current, the Municipality agrees to provide to ENS, any and all revisions/changes and additions made to the ENS provided list of electors and addresses as well as the particulars of electors who were added to the Municipal Final List of Electors on ordinary polling day and on advance polling days, pursuant to sections 98 and 123 of the *Municipal Elections Act*, in digital format, within 45 days following any municipal election, in accordance with subsection 30B(5) of the *Municipal Elections Act*.

4.5 The revisions/changes and additions to the ENS provided information and Final List of Electors, referred to in subsection 4.4 herein, shall also include all revisions/changes and additions made by any

third party who is directly involved in the provision of services related to the administration of the election on behalf of the Municipality.

- 4.6 ENS agrees that the ENS Information it provides to the Municipality shall be provided to a Returning Officer.

5.0 USE OF INFORMATION

- 5.1 The ENS Information transmitted to the Municipality by ENS shall be used for electoral purposes only.

- 5.2 Unless the election is contested, the Municipality must certify that any ENS Information that the Municipality has received during this Agreement has been destroyed by the Municipality within ten (10) days of the close of polls on election day, by completing the "Attestation of Destruction", attached hereto as Schedule "B".

- 5.3 If the election is contested, the Municipality must certify that any ENS Information that the Municipality has received during this Agreement has been destroyed within ten (10) days from the issuance of a final decision issued in accordance with the *Controverted Elections Act*, R.S.N.S. 1989, c. 96, as amended.

- 5.4 The Municipality must also certify in writing, in accordance with subsection 62(5) of the *Elections Act* that the ENS Information received during an election and any copies of the ENS Information provided to candidates and others by or on behalf of a candidate:

- (a) will only be used for electoral purposes,
- (b) where the information is provided in electronic form, it shall be distributed in encrypted form with the password to the encryption provided separately, and
- (c) all candidates and others who received the ENS Information on behalf of a candidate must also certify that this information has been destroyed within ten (10) days of the close of the polls on election day by completing the "Attestation of Destruction" attached hereto as Schedule "C";

- 5.5 The Municipality must maintain copies of the Attestation of Destruction forms cited in subsections 5.2 and 5.4 herein for a period of one (1) year from the date of the election.

- 5.6 The Municipality may, in accordance with the *Municipal Elections Act*:

- (a) proceed with the revision of the Preliminary List of Electors as based on the information provided by ENS;
- (b) distribute to the candidates the List of Electors; and
- (c) fulfill any other requirements prescribed by ENS and applicable legislation.

6.0 DISCLOSURE OF INFORMATION

- 6.1 Except where authorized by this Agreement or by-law, the Municipality may not disclose information which is otherwise only available from ENS, to any third party.

- 6.2 The Municipality may disclose the ENS Information to candidates in a municipal election pursuant to section 62(4) of the *Elections Act*. For clarity, the Municipality is only authorized to disclose an elector's residential address, mailing address and legal name to a village or candidate.
- 6.3 Where the Municipality is legally obliged to disclose to a third party personal information obtained from ENS which is otherwise only available from ENS, other than for an electoral purpose, whether pursuant to a statute or a court order, and the Municipality intends to comply with that obligation, the Municipality shall notify ENS at the earliest opportunity prior to taking any action to comply with the request.
- 7.0 TRANSMISSION OF INFORMATION TO THIRD PARTY SERVICE PROVIDERS AND THEIR SUBCONTRACTORS ("Third Party")**
- 7.1 The transmission by the Municipality of the ENS Information to a third party who is directly involved in the provision of services related to the administration of the election on behalf of the Municipality is permitted, including a third party for the provision of voting by mail, electronically or by another voting method in accordance with section 146A of the *Municipal Elections Act*, subject to the conditions of this Agreement.
- 7.2 The Municipality must give fifteen (15) days written notice to ENS before the ENS Information is shared with a third party on behalf of the Municipality.
- 7.3 The Municipality must certify in writing that the third party is contractually obligated to:
- (a) maintain the confidentiality of the ENS Information throughout the course of the third party's work on behalf of the Municipality;
 - (b) acknowledge ENS' ownership of the ENS Information;
 - (c) use the ENS Information received for electoral purposes only;
 - (d) destroy all copies, digital and hardcopy of ENS Information by each third party completing and returning the Attestation of Destruction, attached hereto as Schedule "C";
 - (e) certify, in writing, as required by the *Personal Information International Disclosure Protection Act*, S.N.S., 2006, c.3, that all copies of the data are stored in Canada and are not stored outside of Canada at any time during or after the Term of this Agreement; and
 - (f) keep, in digital format, all changes/revisions made to the Preliminary List of Electors as based on ENS provided information indicating type of applied change, as well as information of all added electors to the Final List of Electors, as specified within Schedules "A" of this Agreement.
- 7.4 The Municipality must maintain copies of the Attestation of Destruction forms cited in clause 7.3(d) for a period of one (1) year from the date of the election.
- 7.5 The Municipality must provide ENS with a copy of the certification and of the Attestation of Destruction forms completed by the third party pursuant to clauses 7.3(d) and 7.3(e), as soon as possible and not longer than 30 days after completion.

8.0 MUNICIPALITY RESPONSIBILITIES

- 8.1 The Municipality agrees that the Municipality Information it provides to ENS shall be provided, in encrypted digital format, to the ENS Assistant Chief Electoral Officer at the address provided under section 16.0 of this Agreement or alternatively provided by data transfer over a secure File Transfer Protocol.
- 8.2 The Municipality shall certify in writing to ENS that:
- (a) the Municipality has received certificates of destruction regarding ENS Information provided to candidates, and others as described in section 5.3; and
 - (b) all of the terms of Section 7.0 regarding provision of information to third parties have been met.
- 8.3 The Municipality agrees that ENS retains the right to conduct audits to ensure that the Municipality has fulfilled its obligations set forth in Sections 5.0 and 7.0 and, during such an audit the Municipality shall provide any requested documentation to ENS, including, but not limited to:
- (a) contracts between the Municipality and third parties;
 - (b) maintained copies of the Attestation of Destruction; and
 - (c) evidence that the Municipality has destroyed all copies of the ENS Information provided to the Municipality under the terms of this Agreement.
- 8.4 The Municipality shall report any privacy breach of ENS Information to ENS within 24 hours and the Municipality shall take appropriate action to mitigate any privacy breach of ENS Information in accordance with Schedule "D" attached hereto.

9.0 COSTS

- 9.1 The Parties agree that should either of them require any Information from the other Party in excess of that contemplated by this Agreement, the requesting party shall pay the other Party a cost recovery charge for the preparation of that additional information.

10.0 SECURITY

- 10.1 The Parties recognize the confidential character of the Information.
- 10.2 The Parties shall make best efforts to ensure that the Information received from the other Party is held in strict confidence and shall treat the Information received with at least the same degree of care that the recipient, acting reasonably, should exercise with regard to its own highly confidential or proprietary personal information.
- 10.3 The Parties warrant that they have sufficient procedures and protections in place and shall continue to keep such procedures and protections in place, in order to enforce and maintain the confidentiality and to prevent unauthorized use or unauthorized disclosure of the Information.

11.0 TERM OF AGREEMENT AND RENEWAL

11.1 This Agreement shall come into effect on **April 1, 2024** (the “Commencement Date”) and shall continue until **April 1, 2028** (the “Term”).

12.0 MISCELLANEOUS PROVISIONS

12.1 The Municipality acknowledges that ENS makes no warranty, express or implied, with respect to the accuracy or completeness of the ENS Information it transmits under the terms of, or in the application of, this Agreement.

12.2 The Municipality agrees that ENS cannot, under any circumstances, under this Agreement, be held responsible for any damage resulting from the transmission or use of incomplete or inaccurate information or for any unauthorized disclosure of the ENS Information by the Municipality.

12.3 The Parties mutually agree to exchange, without delay, any information relating to any situation, real or apprehended, likely to affect the application of this Agreement in any way.

13.0 INDEMNITY

13.1 The Municipality shall indemnify and hold ENS harmless from and against any and all claims, demands, suits and causes of action (“Claim(s)”) made or brought against ENS at any time hereafter, and all damages, losses, expenses, legal fees (on a solicitor and client basis), costs and liabilities suffered or incurred by ENS, its servants, agents or employees, or any third party in respect of such Claim, as a result of or arising out of the Municipality’s negligence or wilful misconduct in its use of the ENS Information provided to the Municipality hereunder, except to the extent that such Claim is attributable to ENS’s negligence, wilful misconduct or failure to undertake its obligations under this Agreement. A Claim includes, without limitation, any claim or cause of action resulting or arising, directly or indirectly, from:

- (a) a material breach or material non-performance by the Municipality, or by any of its servants, agents or employees, of any covenant or obligation of the Municipality contained herein;
- (b) any modifications or enhancements made to the ENS Information by the Municipality not in compliance with this Agreement; and
- (c) the use of the ENS Information by or on behalf of the Municipality not in compliance with this Agreement, where such use results in a claim of infringement of any copyright, trade secret or other intellectual property right of a third party that could have been avoided by the Municipality.

13.2 The obligations set out in section 13.1 shall survive the termination of this Agreement.

14.0 CONSEQUENCES OF NON-COMPLIANCE

14.1 If any obligations set out in this Agreement have not been met, ENS may initiate the following consequences:

- (a) the candidate, village, third party, or Municipality will be named on the ENS website

identifying the non-compliance; and

- (b) the candidate, village, third party, or Municipality will provide ENS with a mutually agreeable mitigation plan to the non-compliance before ENS may provide further information to the Municipality.

15.0 ENTIRE AGREEMENT

- 15.1 This Agreement and Schedules "A", "B", "C" and "D", attached to this Agreement, set forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind and every nature between them as to that subject matter.

16.0 NOTICE

- 16.1 Any notice herein required or permitted to be given by either Party to the other shall be sufficiently given if delivered personally or sent by mail, postage prepaid, to the Parties, as follows:

For ENS:

The Assistant Chief Electoral Officer
PO Box 2246
Halifax, Nova Scotia B3J 3C8

For the Municipality:

Chief Administrative Officer
Town of Shelburne
P.O. Box 670
Shelburne, Nova Scotia B0T 1W0

- 16.2 In addition to the delivery method set out in section 16.1, the Parties will accept substituted delivery by email if the following requirements are met:
 - (a) a proper notice form is used,
 - (b) the notice form is signed by an authorized person,
 - (c) the form is scanned and attached to an email which clearly identifies the subject matter.

17.0 AMENDMENTS

- 17.1 No amendment may be made to this Agreement without the written consent of both Parties.

18.0 APPLICABLE LAWS

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

19.0 SCHEDULES

SCHEDULE "A"

EXCHANGED INFORMATION

1. Information Exchange

- 1.1 The Municipality shall provide ENS with the most current digital spatial boundary for the municipality or part of it, the municipal electoral districts or the list of the communities within the municipality. This boundary may then be used to generate an accurate list of electors involved in the municipal election event.
- 1.2 The Municipality shall have access to ENS' tabular civic address information identified as being within the boundaries of the Municipality or within the boundaries of any portion of the Municipality.
- 1.3 The Municipality shall have access to the information of all active electors listed in the Register of Electors whose residence is identified as being within the boundaries of the Municipality or within the boundaries of any portion of the Municipality.
- 1.4 ENS shall compile the list of active electors based on the geographic municipal boundaries provided by the Municipality.
- 1.5 ENS shall have access to the Final List of Electors, including any revisions and additions to the electors' information on the municipal Preliminary List of Electors and the Final List of Electors, to analyze and update the Nova Scotia Register of Electors, where required.
- 1.6 The ENS Information shall be in a digital format and shall include the following information:
 - Full Name (*last name, first name, middle name*)
 - Date of Birth (*YYYY/MM/DD*)
 - Gender (*M, F, X, or U when not provided*)
 - Full Civic Address (*unit/apartment, street number, building suffix, street name, street type, street direction, community/town, postal code*)
 - County
 - Mailing Address
 - ENS Civic Address ID
 - ENS Elector ID
 - Status of the elector:
 - o ENS provides the Municipality with all records of active electors only. This field will have a value of "A" which corresponds to "Active Elector" status.

- ENS will provide spatial information as follows:
 - o The unique civic address identifier specified by Nova Scotia Civic Address (NSCAF)
 - o The Easting and Northing values for the civic address point
 - o Geographic Point ID of the civic address

1.7 The Municipality shall return, in a digital format, the same above mentioned information but including the updated and added information of the electors on its Final List of Electors, **including those of electors added on election day**. The following information should be updated where needed, as mentioned below:

- **Update Flag**
 - o Include an indicator/flag for any elector's record if an update/revision was done on the Elector's information.
 - o The flag should be set to "true" when any of the elector's information, mentioned below, has changed.
 - o If no change/revision was done on the elector's record, then the flag should be set to False or blank.
- **ENS Elector ID**
 - o The Municipality should not change this information for all elector records provided by ENS.
 - o If an elector is added to the List of Electors by the Municipality, then this field should contain a zero or blank value.
- **Full Name** (*last name, first name, middle name*)
 - o No initials should be used whenever possible.
- **Date of Birth** (*YYYY/MM/DD*)
 - o Date should keep its format of *YYYY/MM/DD*.
 - o Correct date of birth should be provided for all added electors.
- **Gender** (M, F, X, or U when not provided)
- **Current Residential Civic Address of the Elector**
 - o If the elector changed his/her residential address (including change of unit/apartments) or has been added to the list of electors, then those address fields should reflect the residential civic address information that the elector has been moved to or registered at.
 - o Complete address information should be recorded including (*unit/apartment, street number, building suffix, street name, street type, street direction, community/town, postal code and County*).
 - o If the elector did not change his/her residential address then the address information should remain the same as originally provided.

- **Mailing Address**
 - o The Municipality is responsible for maintaining the mailing address of the elector once that elector changes his/her residential civic address or has provided a new mailing address. Both residential and mailing addresses should be maintained at the same time, whenever needed.
 - o Mailing address should always have a community/town and Postal Code specified.

- **Current status of the elector:**
 - o The Municipality is responsible for keeping this field updated upon revising the elector's status with the following values:
 - *A =Active elector*
 - *D =Deceased*
 - *M =Moved to an unknown address*

- **Reason for removing an elector record from the List of Electors:**
 - o The Municipality is responsible for determining if an individual is not a qualified elector and should not be included in the List of Electors. Similarly, in determining if an elector's information is duplicated on the list of electors, and at least one record must be removed.
 - o The removed elector's record must be indicated with the reason of removal as follows:
 - Not qualified as an elector (i.e not a Canadian citizen or 18+ years old)
 - Duplicate elector record.
 - o In the case of an elector record is marked as a duplicate record, the municipality should include a field in that same record for the value of the Elector ID that the municipality deemed to keep as the correct record for the elector.

- **Civic Address ID as provided by ENS**
 - o Should not be changed by the Municipality even when electors change their residential civic address.
 - o If an address is added (new) by the Municipality, then this field should contain a zero value.

- 1.8 None of the provided electors' records should be deleted (purged/dropped). All records of electors that should not be on the Municipal List of Electors, for whatever reason, should have their status changed and reason of removal, as mentioned above.
- 1.9 None of the provided elector and address information fields should be dropped or deleted. Municipality should update their values when required and indicate that the record has been updated.
- 1.10 The Municipality shall update the Final List of Electors with all revisions and additions to the electors' information, as mentioned above, whether performed by the Municipality or by any other third party contracted by the Municipality.
- 1.11 Added electors should have complete information, correctly recorded, in all data fields; especially those of name, date of birth and residential civic address.

1.12 To preserve the timeliness and currency of the List of Electors' information, the Municipality shall provide the revised Final List of Electors to ENS, in digital format, in accordance with the requirements of the Information Sharing Agreement. **A paper copy List of Elector's is not acceptable and will be considered as a breach of this agreement if not provided digitally.**

1.13 The revised list provided to ENS shall include the information of:

- all revisions made to the electors during the revision period, and
- all additions (certificates to vote) and corrections uplifted from poll books on advance voting days and on ordinary polling day.

2. Frequency/Period

2.1 ENS shall, within thirty (30) days of a request in writing made by the Municipality, transmit the compiled Nova Scotia list of electors digital data set, with prior approval of the Chief Electoral Officer, to the Municipality.

2.2 The Municipality shall deliver the digital data set of the revised list of electors, forty-five (45) days post-election, at the most in accordance with section 140A of the Municipal Elections Act.

SCHEDULE "B"

ATTESTATION OF DESTRUCTION OF DATA BY THE MUNICIPALITY

WHEREAS Elections Nova Scotia has provided the List of Electors extracted from the NS Register of Electors to [Name of the Municipality] _____ for electoral purposes;

AND WHEREAS, the terms of use of the ENS Information, the disclosure and the transmission of the ENS Information to third parties, and the municipal responsibilities have been agreed to by the Municipality;

NOW THEREFORE, on behalf of the Municipality, I, _____, certify that:

- (a) the List of Electors has only been used for electoral purposes;
- (b) all copies of the List of Electors provided to third party suppliers have been certified as destroyed by each third party service provider and their subcontractors and that the Municipality has received a Attestation of Destruction from each; and
- (c) all copies of the List of Electors provided to candidates have been certified as destroyed by each candidate and that the Municipality has received a Attestation of Destruction from each.

(Chief Administrative Officer Signature)

(Witness Signature)

(Name of Chief Administrative Officer)

(Name of Witness Signatory)

Date (year – month – day)

Date (year – month – day)

SCHEDULE "C"

**ATTESTATION OF DESTRUCTION OF DATA BY THE CANDIDATE OR THIRD PARTY
SERVICE PROVIDER OR SUBCONTRACTOR**

WHEREAS [Name of the Municipality] _____ provided a copy of the List of Electors to [Name of the Candidate/ Third Party Service Provider/Subcontractor/Other] _____ for electoral purposes

NOW THEREFORE I, _____, certify that:

- (a) the List of Electors provided was only used for electoral purposes;
- (b) all copies of the List of Electors provided have been destroyed;
- (c) all copies of the List of Electors and any back-up copy have been removed from all computers; and
- (d) all copies of the List of Electors that have been provided to any and all third party service providers, their subcontractors or other persons have been destroyed.

(Authorized Signature)

(Witness Signature)

(Name of Authorized Signatory)

(Name of Witness Signatory)

(Title of Authorized Signatory)

Date (year – month – day)

SCHEDULE "D"
Privacy Breach Protocol

Part 1 - Privacy Breach Protocol

- 1. Identify the privacy breach**
- 2. Immediate remedial action**
- 3. Internal notification**
- 4. Investigation and documentation**
- 5. External notification**

When personal privacy is breached, it is necessary to determine what stakeholders (e.g. public bodies or municipalities, general public, individuals etc.) should be notified, under what circumstances, and when. Outline external notification requirements. For consideration:

After reporting the privacy breach to Elections Nova Scotia, the Municipality must consider whether one or more of the following need to be notified:

Individual(s) whose privacy has been breached;
Department of Municipal Affairs;
and/or
Other individuals who may have been affected by the breach.

- 6. Follow-up and long term remedial action**

PART 2 - Privacy Complaint Procedure

1. Receive and Document the Complaint

When a complaint is received, it is critical that the municipality discuss the details of the alleged breach and document what the complainant believes has happened. This should be completed in writing so that it can form part of the record of the Municipality's response to the complaint. It is recommended that a consistent format be used for this purpose within the Municipality.

2. Follow Steps 2 through 6 of the Privacy Breach Protocol

At this point, all of the steps required for a self-identified or suspected privacy breach are the same as described in the previous template. Containment, internal and external notifications, full investigation and follow-up are all required.

3. Complainant Communication

A complaint obviously differs from an internal discovery in the fact that there is an external complainant. Communication throughout the process and at the end of the process with this individual (or individuals) is a unique requirement in this regard.

Governed, of course, by the complexity of the breach scenario and the length of time the investigation ensues, the following steps should be incorporated into the Municipality's complaint procedure:

- 3.1 Send written acknowledgement to the complainant, restating the details presented by the complainant to the municipality, an indication of who is internally accountable for the investigation (first formal correspondence).
- 3.2 Send written update of progress of the investigation (stage of investigation, follow-up activities, expected or updated time frames, etc.). This step should be triggered by time elapsed since initial acknowledgement of the complaint. It is suggested that a written update be required at a point no more than two months (preferably less) from the acknowledgement. The updates would continue on the schedule set out in Municipality's procedure.
- 3.3 Generate report of the results of the investigation, to include as a minimum: verification of the breach, mitigating/follow-up activities taken, and so on.
- 3.4 Consider sharing the de-identified details of the breach investigation with the Chief Information Access and Privacy Officer for incorporation into training and communication.

Jill Webb

From: Sarah Mattatall
Sent: February 1, 2024 2:44 PM
To: Jill Webb
Cc: Ken Smith
Subject: FW: 2024 Business awards

Document #	D24-275
Rec'd by	gw
Date	Feb. 1/24
COPIES TO:	
Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>
	<input type="checkbox"/>

From: Charlene Harris <President@shelburnechamber.com>
Sent: Thursday, February 1, 2024 2:24 PM
To: Sarah Mattatall <Sarah.Mattatall@shelburnens.ca>
Subject: 2024 Business awards

CAUTION: This email originated from an external sender.

Hello Sarah

Wanting to get our request in for sponsorship for the 2024 Business Awards happening tentatively October 24th 2024. Last year the Town contributed \$500.00 towards this event. We would like to ask for \$1000.00 for this years event.

If you have any questions please let me know.
Thank you for your consideration ...

Charlene Harris President
SACC



Shelburne Port Committee

16 November 2023

3:00 pm Council Chambers

APPROVED Minutes

Document #	D24-276
Rec'd by	gw
Date	Feb 15/24
COPIES TO:	
Council	✓
Agenda	✓
Committee	

Present:

Chair: Town Mayor Harold Locke
Port Manager: Wayne Langthorne
Town Councillor: Rick Davis
Public Member: Percy Cox
Public Member: Karl White
Municipal CAO: Warren MacLeod
Municipal Staff: Val Kean
Town CAO/Committee Secretary: Sarah Mattatall
Town Interim CAO: Ken Smith
Town Staff: Jane Crowell
Town Staff: Jennifer Perry

Regrets:

Public Members: John Garland, Herb Locke and Pat Melanson
Municipal Councillor: Anthony Gosbee

- 1) Call to Order (Chair Harold Locke)**
Meeting was called to order at 3:00pm by the Chair.
- 2) Approval of 16 November 2023 Agenda**
Agenda approved. Mover: Rick Davis, Seconder: Karl White
- 3) Approval of Minutes from Shelburne Port Committee meeting held on 16 June 2023.**
Mover: Rick Davis, Seconder: Karl White

4) Reports:

Port Manager's Report (*Port Manager, Wayne Langthorne*)

The Port Manager spoke to the Port operations and maintenance running smoothly. The port office roof was replaced as well as a new light pole was installed and annual maintenance/painting has been completed. The Town had 6 cruise ships visit this year, 3 cruise ships were cancelled due to various reasons. So far 2 cruise ships have been scheduled for the 2024 year. The Port Manager notified the committee that the Long Island will be leaving the port for salvage as soon as a tugboat is available leaving a portion of the Berlin wall exposed.

Port Manager's Report accepted. Mover: Karl White, Seconder: Rick Davis



Finance Manager's Staff Report (*Finance Manager, Jane Crowell*)

The Finance Manager submitted a report on year-end financial for 2022/23 and current financials to September 30th, 2023. A list of write-offs was presented for the Committee to review/approve and for recommendation to Council.

The Port Committee recommended Council approve the write-offs as reported by the Finance Manager. Mover: Rick Davis, Seconder: Percy Cox

5) New Business:

Port Repairs

The Port Manager has been notified by Kelly Cove the vessel Long Island will be removed and prepared for salvage once a tugboat becomes available. This will leave the outer face of the Berlin Wall exposed and at risk for additional damage. The Port Manager will investigate options and obtain quotes for repairs to this portion of the wharf. Currently \$40,000 has been budgeted for repairs for the 2023/24 fiscal year. The Committee discussed increasing this amount to \$100,000 for the necessary repairs.

The Port Committee recommend Council spend up to \$100,000 out of reserves and to seek funding for repairs to a portion of the Berlin Wall.

Mover: Rick Davis, Seconder: Warren MacLeod

6) Outcoming Recommendations for Town Council to consider:

The Port Committee recommended the Write-Offs be approved by Council at a future Council meeting.

The Port Committee recommend Council approve spending up to \$100,000 out of reserves and to seek funding for repairs to a portion of the Berlin Wall.

7) Upcoming Meeting:

Anticipated for 14 March 2024 at 3:00 PM

8) Adjournment

Meeting adjourned at 4:14pm. Mover: Rick Davis



Meeting Minutes
Community Participation & Volunteerism Committee
Wednesday November 8th, 2023
6pm- Mackay Library
APPROVED

Committee Members Present:

- Bonnie Mahaney, Chair / Public Member
- Mary Ayer / Public Member
- Holly Renaud / Public Member
- Andrea Huskilson-Townsend / Public Member
- Jill Webb/Town Staff Member
- Ben Nickerson / Council Member
- Sheldon Ringer/Deputy Mayor

Regrets:

- Deby McAlpine/Public Member
- Mike Elliott/Public Member

Document #	
D24-277	
Rec'd by	
Feb 7/24	
Date	
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Agenda	✓
Committee	

1. Call to Order

Chair Mahaney called the meeting to order at 6:03p.m.
 Chair Mahaney welcomed Deputy Mayor Ringer to the Committee for the next year and thanked Mayor Locke for serving on the Committee the past year.

2. Approval of Agenda
Huskilson-Nickerson

THAT the Agenda for the Regular Meeting of the Community Participation & Volunteerism Committee for November 8th, 2023, be approved as presented.
 Holly asked that an item be added to the agenda – Other/Resignation.
CARRIED

3. Approval of Minutes
Renaud-Huskilson

THAT the Minutes of the Regular Meeting of the Community Participation & Volunteerism Committee held on September 13th, 2023, amendment be approved as presented.
CARRIED

Renaud-Ayer

THAT the Minutes of the Regular Meeting of the Community Participation & Volunteerism Committee held on October 12th, 2023, be approved as presented. Holly had one correction that Destiny Harris has an s on the end.
CARRIED

4. Business Arising

- a) October 30th Cruise Ship Recap and Recommendations

The Committee discussed the last Cruise Ship that arrived, despite it being wet and cold, had a great time and all passengers seemed happy to be here. The committee did mention that we are scrapping the bottom of the barrel for volunteers and it's becoming harder and harder to get people to help. The committee feels that we can't be relying on volunteers moving into the 2024 Cruise Ship season, and this is something that should be taken to the Cruise Ship committee. Holly told the CP&V committee that the Cruise Ship committee did decide to cancel any ships after October 15th as it's too cold and too late in the season for museums, etc.

b) Town Wide Yard Sale

It was noted that there was not a huge turnout as it ended up falling on the Giant Pumpkin Festival weekend because of weather, but overall, it was still good and got people out mingling in the town. Holly mentioned she would love to see more people have sales at their homes as opposed to going to the firehall.

c) Fall Halloween Decorating Contest

Jill explained that we only had two submissions, so they both received prizes from the Town.

d) Who-ville – Set-up, Volunteers, etc.

The committee discussed the date for setting up Who-ville, November 15th, 2023 at 10am we will begin. We need as many hands as possible. Andrea told the committee that the light show that she had been working on won't be up and ready in time, and she has not heard back from the Carolers.

Andrea to reach out to the Skilled Trades teachers and see if she can get some students down to help.

We should be fine with the new power, no need to run from Brendan's building. Andrea told the committee that Darren is all set to come and play the Grinch on his screen, she was contacting Osprey regarding using their license.

Jill has organized all the candy – A1 has donated again this year and Bill will make sure that gets to the event and handed out. Santa, Cindy Lou and the Grinch are all set up. Fire department will be bringing down Santa as usual. Chamber will also provide hot chocolate and cookies as they usually do and Charlene will take care of all this.

5. Delegations

None

6. Correspondence

None

7. CP&V Items

a) Local Volunteer Recognition Reception – October 18th, 2023 - Update

Ben commented that not a lot of our volunteers showed up. Lots were confirmed to come, however, stuff came up and they couldn't make it. Executive Coordinator to reach out and make sure all volunteers receive their certificates and items.

b) Christmas House Decorating Contest

It was decided that the Committee would once again hold a Christmas decorating contest, people can nominate themselves or their neighbours. Mary suggested putting it on Shelburne Says to advertise it better. We will start promoting December 1 and go to Dec 18.

Dec 19-20 will be voting, and winners will be announced December 21st and winners can pick up prizes December 22 at Town Hall. The Committee decided on gift cards for prizes. Holly mentioned she doesn't mind delivering them if they do not pick up by December 22 either.

c) **Volunteer of the Month _ update**

The Committee discussed the upcoming nominees for Volunteer of the Month. We have December and January decided and if committee members can think of other names for February and beyond, that would be helpful.

8. New Business

Chair Mahaney gave Holly the floor. Holly explained that she is retired, and she is finding herself more and more busy. After over 12 years on this committee, she is putting in her resignation. She has had a wonderful time sitting on this committee and it has been very fulfilling, but like all things, it has changed, and she feels now is the time for her to depart.

Chair Mahaney, accepted her resignation with regrets and thanked her for her years of service.

It was brought up that Council is looking at this committee and going over what exactly the roles are. Chair Mahaney mentioned that she feels there needs to be a committee like this moving forward to be in contact with Council. Maybe the committee needs to make some changes and be revamped, but she believes it still should exist.

Other business Chair Mahaney brought up was Halloween on Mowatt Street and how it was a great success this year. She also mentioned the memorial wreaths that the Shelburne Exhibition does every year and was wondering if the Town would consider letting them put some on the wrought iron fence near Whoville, Jill to talk to CAO.

The committee discussed Grants to Organizations and that applications and reminders will be going out sometime in December.

Adjournment

Ayer

THAT the CP & V Meeting for Wednesday November 8th, 2023, be adjourned at 7:23pm.

CARRIED



Town of Shelburne
Staff Report to Council
February 20, 2024
Wharf Expansion

Document #	D24-278
Rec'd by	gw
Date	Feb. 15/24
COPIES TO:	
Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>

General Overview:

This staff report provides Council with an update on the discussions held by the Town of Shelburne's Port Committee concerning a potential wharf expansion at 95 Water Street.

Background:

The wharf situated at 95 Water Street stands as a pivotal hub for our community, catering to local fishermen, aquaculture ventures, commercial enterprises, and maritime activities. Additionally, it serves as a berth for super yachts and plays a crucial role in supporting visiting cruise ships. Shelburne's wharf is not only integral to our community but is also recognized as a regional asset benefiting both our town and its surroundings.

Analysis:

In recent years, the wharf's operations have witnessed significant improvement and continue to progress positively. The relentless efforts of our port manager have led to the wharf operating at maximum capacity, oftentimes regretfully turning away the Coast Guard and other vessels due to space constraints. Recognizing the potential for further growth and revenue generation, the Port Committee has previously explored discussions regarding expansion.

Recently, Mr. David Cox, a vested individual with deep ties to our community, has expressed his interest in supporting the growth and prosperity of Shelburne, particularly in terms of the port. With 24 years of public service experience, Mr. Cox has offered his expertise to assist the Town in securing funding for a wharf expansion project. His extensive background in government, including reporting to senior federal officials and managing teams, makes him a valuable asset for such a project.

Financials:

Initial estimates for the expansion project, received by our Port Manager, Mr. Wayne Langthorne, amounted to approximately \$31 million a year ago. However, with escalating labour and material costs, the current estimate for the project stands closer to \$40 million. Given the scale of the endeavour, engaging Mr. Cox and his company, 122MowattSolutions, could prove instrumental.

Mr. Cox's proposed services include identifying potential private and public sector investors, creating investment materials, and pursuing funding opportunities. His hourly rate is \$150, and to engage his services for these tasks, a contract amounting to approximately \$6,000 is proposed.

Recommendation:

It is recommended that Council enters into a contract with 122MowattSolutions for \$6,000 to support the wharf expansion project. Mr. Cox's expertise and connections are anticipated to play a pivotal role in securing the necessary funding and advancing the project towards fruition.

Respectfully Submitted,

Sarah Mattatall
Chief Administrative Officer



Town of Shelburne
 Staff Report to Council – GIS Laptop
 February 20, 2024

Document #	
D24-279	
Rec'd by	
JCW	
Date	
Feb. 15/24	
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Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>
	<input type="checkbox"/>

General Overview:

The purpose of this report is to gain Council’s approval on purchasing a GIS Laptop for Asset Management.

Background:

Presently the Town of Shelburne has existing asset management data and information collected but unable to gain access to the information due to format of information and no staff trained in gaining access to or updating information. The Town has contracted an individual to explore and evaluate existing asset management data and information collected and managed from previous projects. To have the asset management information reviewed and updated, the Town requires an updated GIS Laptop.

Financial Analysis:

Estimate for a GIS Laptop is \$5,300 plus tax for a net cost of \$5,527. There may be a requirement to purchase updated programs, example ESRI or AutoCAD which could possibly be an additional \$2,000 to \$3,000. This cost has not been budgeted for 2023/24, therefore a transfer from General Operating Reserve would need to be approved by Council to purchase the laptop.

Strategic Plan Links:

Shelburne Town Council Strategic Plan 2017/2021 – Objective 4.1 Investing in Town Infrastructure (Complete condition assessments and mapping)

Recommendations:

THAT Council approve a transfer from General Operating Reserve up to \$10,000 for the purchase of a GIS laptop and programs.

Respectfully submitted,

Jane Crowell, Manager Finance

Document #	D24-280
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Date	Feb. 5/24
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Committee	<input type="checkbox"/>



February 5th, 2024

By-Law Officer Report - January 2024

Calls for Service (Jan. 1 - Jan. 31):

1. **24-001. Service Request:** Complaint of burning garbage on King Street. Inspected, found garbage pile smoldering. Informed Fire Chief and property owner. **RESOLVED**
2. **24-002. Service Request:** Complaint of mess at the end of Rodney Street, as well as parking during the storm. Public Works could not remove snow. **RESOLVED**
3. **24-003. Service Request:** Complaint of rooster on Clements Street crowing all hours of the night. **ONGOING**
4. **24-004. Service Request:** Complaint of contractors parking on Water Street over the posted time limit. **RESOLVED**
5. **24-005. Service Request:** Complaint of dangerous and unsightly property on Elliott Street, open well. **RESOLVED:** purchased well cover from Harlow's Construction, Public Works installed. Cover Cost and labour billed to property owner.
6. **24-006. Service Request:** Complaint of garbage at Yacht Club parking lot. Inspected, will ensure regular inspections. **RESOLVED**
7. **24-007. Service Request:** Complaint of Building under construction with out proper permits or permission. Inspected, informed Development Officer, work has stopped. **RESOLVED**
8. **24-008. Service Request:** Inquiry about installing a sign for local businesses. Advised owner on the by-law regarding signs. Advised to contact development officer for a permit. **RESOLVED**

Assignments:

1. Working on the review of by-laws.
2. Installing more signage for parking.
3. Asked Executive Coordinator to make another post on social media regarding the Winter Parking Ban and snow removal for businesses.

Summary of Additional By-Law Officer Duties and Outcomes:

1. Complaint 23-006, 23-007, 23-020 - **RESOLVED**
2. Complaint 23-011, 23-21- **ONGOING**
3. Complaint 24-005 – Purchased well cover from Harlow's Construction, Public Works installed. The costs associated with the project have been billed to the property owner.

Respectfully submitted,

Dana Nash, By-law Enforcement Officer



Municipality of
Shelburne

Naturally Yours

Inspection Department

414 Woodlawn Drive, PO Box 280 Shelburne, NS BOT 1W0, Phone: (902) 875-3494 - Fax: (902) 875-1278

February 5, 2024

Town of Shelburne
ATTN: Sarah Whiteway Mattatall;
PO Box 670
Shelburne, NS
BOT 1W0

Dear Ms., Mattatall:

Re: Monthly Building Report

The following is the Building Inspection Report for the month of January, 2024.

Fiscal Year	2023/2024	2022/2023
Number of Permits Issued this Month	1	1
Number of Permits Issued to Date	14	16
Construction Value	\$ 250,000.00	\$ 0.00
Total Construction to Date	\$ 1,310,000.00	\$ 2,410,200.00

Yours very truly,

Andrew Goreham, CRBO, CFI
Director of Inspection Services

/aad

Document #	D24-281
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Andrew Goreham, Manager of Inspection Services

andrew.goreham@municipalityofshelburne.ca



SHELburne VOLUNTEER FIRE DEPARTMENT
63 KING STREET, PO BOX 880
SHELburne, NS
BOT 1W0

Document #	D24-282
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Date	Feb 5/24
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Committee	<input type="checkbox"/>
	<input type="checkbox"/>

Mayor, Councillors and CAO

This is the monthly activity report for your Fire Department for the month of January 2024.

Total number of calls for service: 16

Calls for service within the Town: 3

Calls for service in the Municipality of Shelburne protection area: 12

Calls for Mutual Aid to other Municipality of Shelburne Departments: 1

Calls for Mutual Aid to Fire Departments outside of the Municipality of Shelburne:

<u>CALLS FOR SERVICE BREAKDOWN</u>	<u>TOWN</u>	<u>MUNICIPALITY</u>
ALARM SOUNDING		4 + 1 BY CHIEF
MEDICAL		
MOTOR VEHICLE ACCIDENT	1	3 + 1 MUTUAL AID
STRUCTURE		3
CHIMNEY/FLUE	1	
VEHICLE FIRE		
GRASS, BRUSH, FOREST		1
SOLID WASTE (GARBAGE)	1	
FLOOD CONDITIONS		
BOATS/WATER RESCUE		
FUEL LEAK/SPILL		
COMMERCIAL /INDUSTRIAL ACCIDENT		

DARRELL LOCKE, FIRE CHIEF

shelburnefire@gmail.com

MIKE SHAND, PRESIDENT

