



**AGENDA**  
**Town Council Meeting-Black Loyalist Heritage Centre**  
**September 3<sup>rd</sup>, 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 July 15<sup>th</sup>, 2024.
  - 4) Proclamations and Announcements:
    - a) Volunteer of the Month – August and September
    - b) Fetal Alcohol Spectrum Disorder (FASD) Awareness Day/Month
  - 5) Delegations/Presentation: NONE
  - 6) Correspondence:

**Action:**

    - a) Department of Municipal Affairs & Housing - Short Term Rentals Registration Act D24-388

**Information:**

    - b) Department of Municipal Affairs & Housing - Council Code of Conduct D24-389
    - c) RCMP – Annual Review D24-390
    - d) Minister Fisheries, Oceans & the Canadian Coast Guard – Letter regarding Treaty Fishing Rights & Elvers Quota Allocation D24-391
    - e) Nova Scotia Health – Letter regarding Healthcare Services Analysis D24-392
    - f) Dept. of Municipal Affairs & Housing – Canada Community-Building Fund (CCBF) D24-393
    - g) Commissary Accessibility Marina Park Society – Letter of Thanks D24-394
    - h) Car Show Committee – Letter of Thanks D24-395
    - i) Municipality of Shelburne – Letter of Thanks D24-396
  - 7) Council Items:
    - a) Approval of the 2023/2024 Financial Statements by Belliveau Veinotte Inc. D24-397
    - b) Roseway Manor Property
    - c) Heritage Hall Project Update
    - d) REMO Agreement D24-398
    - e) Solid Waste By-law Amendment – Second Reading D24-399
  - 8) Committee Reports:
    - a) Shelburne Events Committee Update D24-400
  - 9) Staff Reports:
    - a) Finance - General, Cemetery and Water Write-Offs 2024/25 D24-401
    - b) Equity and Anti-Racism Plan D24-402
    - c) Land Use By-law Update D24-403
    - d) CAO Update D24-404
    - e) Municipal Capital Growth Program Update D24-405
    - f) Building Inspector Report – July D24-406

- g) By-law Officer Report – July
- h) SVFD Report – July

D24-407  
D24-408

**10) In-Camera: MGA 22 (2)(c) – Personnel Matters**

**11) New Business:**

**12) Upcoming Meetings/Events:**

- a) Reminder that the Town Office is now located on the **2<sup>nd</sup> Floor of the Post Office Building, 162 Mowatt Street.**

*\*Please note, we are hoping to have the elevator up and running as soon as possible, if you do have accessibility concerns, please use the intercom system and we can assist you.*

Stay tuned for the Grand Opening Date!

- b) Next Town Council Meeting, September 16<sup>th</sup>, 2024, **New Town Council Chambers, Shelburne Community Centre, Meeting Room B, 63 King Street, 6pm.**
- c) Giant Pumpkin Festival and Regatta, Dock Street Area, October 12, 2024.

**13) Adjournment**



**Town of Shelburne**  
**Minutes of the Regular Council Meeting**  
**July 15<sup>th</sup>, 2024**

**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 CAO, Ken Smith  
By-law Officer, Dana Nash  
Executive Coordinator, Jill Webb  
Wastewater Operator, Daniel MacKay  
Public Works Supervisor, Will Butler

**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 Kespukwitk, home to Acadia First Nation. We are all Treaty people.

We also acknowledge the history, contributions, and legacies of the African Nova Scotian people and communities.

**Approval of the Agenda**

**THAT** Council approves the agenda for July 15<sup>th</sup>, 2024.

**Davis-Ringer**

**CARRIED**

**Approval of the Minutes**

**THAT** Council approves the minutes from the regular Town Council Meeting held on July 2<sup>nd</sup>, 2024.

**Nickerson-Davis**

**CARRIED**

**Proclamations and Announcements:**

a) Emancipation Day -August 1<sup>st</sup>, 2024

Councillor Ringer Read: Emancipation Day, celebrated on August 1st, marks the abolition of slavery in the British Empire in 1833. This significant day honors the end of enslavement for over 800,000 individuals in

British colonies, including Canada.

Emancipation Day is a time to reflect on the past, acknowledge the struggles and achievements of Black communities, and celebrate their cultural heritage. It also serves as a reminder of the ongoing fight for equality and justice, promoting unity and understanding among all people.

Through community events, educational programs, and cultural activities, Emancipation Day fosters awareness and appreciation of our shared history and the importance of standing together against oppression.

b) National Peacekeepers Day – August 9<sup>th</sup>, 2024

Councillor Acker Read: National Peacekeepers' Day, observed annually on August 9th, holds significant importance in Canada as a day dedicated to recognizing and honoring the contributions of Canadian peacekeepers to international peacekeeping missions.

Established by the Canadian government in 2008, this day pays tribute to the men and women who have served, and continue to serve, in various challenging and often dangerous environments around the globe. Canadian peacekeepers operate under the supervision of the United Nations, playing a crucial role in maintaining peace, protecting civilians, and supporting efforts to rebuild communities affected by conflict.

The day serves as a poignant reminder of the bravery, professionalism, and selflessness exhibited by Canadian peacekeepers in their mission to uphold peace and security globally. It also commemorates those who have made the ultimate sacrifice in service to their country and the cause of international peace.

c) National Acadian Day – August 15<sup>th</sup>, 2024

Councillor Nickerson Read: National Acadian Day, celebrated on August 15th, is a special occasion in Canada that honours Acadian culture and heritage. It commemorates the rich history and resilience of the Acadian people, descendants of French settlers who established vibrant communities in Atlantic Canada, particularly in New Brunswick, Nova Scotia, and Prince Edward Island.

This day serves as a reminder of the enduring spirit and contributions of Acadians to Canadian society, highlighting their unique language, traditions, and cultural expressions. It's a time for Acadians and all Canadians to celebrate their heritage through music, dance, cuisine, and community gatherings, fostering pride and unity among Acadian communities across the country.

National Acadian Day underscores the importance of cultural diversity and the ongoing efforts to preserve and promote Acadian identity for future generations, ensuring their legacy continues to enrich Canada's cultural tapestry.

**Delegations/Presentations:** NONE

**Correspondence**

**Action:**

a) Letter from Chamber of Commerce

CAO Mattatall informed the Council that the Chamber of Commerce had requested \$500 in sponsorship for their Business of Excellence Awards last year. This year, they have requested an increased sponsorship of \$1,000. Councillor Acker acknowledged the event's significance, noting that it is a wonderful occasion and a valuable opportunity to recognize excellence in the business community.

***THAT Council approve the request of \$1000 to sponsor the 2024 Chamber of Commerce Business of Excellence Awards.***

**Acker-Nickerson**

**CARRIED**

**M24-239**

**Information:**

- b) Letter from the Shelburne Curling Club
- c) Letter from Shelburne Regional High School
- d) Letter from Town of Shelburne Bursary Recipient

These items were for information only.

**Council Items:**

- a) Alternate Voting By-law Second Reading

Deputy CAO Smith explained that this is the second reading for this by-law amendment, we wanted the definition of hours to be more flexible with the election around the corner

*THAT Council approve the second reading of the Alternate Voting By-law.*

**Davis-Acker**

**CARRIED**

**M24-240**

- b) Public Meeting Update – Roads Trails By-law

By-law Officer Dana Nash provided Council with an update on the Public Consultation held on July 4th, 2024. He reported receiving three letters in response: two in opposition and one in support. Overall, the consultation was considered successful, yielding valuable feedback. Councillor Acker inquired about the Council's authority to withdraw the Roads Trail By-law if compliance becomes an issue. Mr. Nash confirmed that Council does indeed have the authority to do so. Councillors also inquired about the expected timeline. Mr. Nash explained that the next step if second reading is approved, involves applying for a grant for signage, after which the project can proceed.

- c) Road Trails By-law Second Reading

After the discussion from the public meeting update, Council has decided to proceed with the Road Trail By-law.

*THAT Council approve the second reading of the Road Trails By-law.*

**Nickerson-Davis**

**CARRIED**

**M24-241**

- d) Wastewater Facility

Daniel MacKay, Wastewater Plant Operator, and Will Butler, Public Works Supervisor, provided an overview of current operations at the Wastewater Plant. Councillor Ringer raised concerns about odor management and proposed exploring alternative solutions, including the use of chemical additives and employing on-staff engineers to administer them. However, CAO Mattatall requested that Mr. MacKay and Mr. Butler be allowed to clarify the situation.

Mr. MacKay emphasized that the Wastewater Plant operates as a biological facility, making the use of chemical additives unsuitable. He also informed the Council that frequent power outages at the plant have

contributed to the problem, as there is currently no alert system in place for such events. He mentioned that discussions are scheduled for the following week to evaluate the implementation of a SCADA system, which would provide alerts and activate a generator during power outages.

CAO Mattatall further explained that the issue of odor is not unique to this facility and that various factors could be exacerbating the situation, with power outages being a significant contributor. Councillor Nickerson inquired about improving communication with the public to keep them informed about the ongoing efforts to address the problem.

Mr. Butler outlined the initial focus on getting the SCADA system operational but acknowledged the need to investigate other contributing factors. He noted that something in the system is depleting oxygen levels, and there is incoming sewage that is already lacking oxygen, which needs to be addressed.

Mayor Locke expressed appreciation for the efforts of the Wastewater Plant and Public Works staff in managing the situation.

e) Draft ARO Policy

Ken provided an overview of the Asset Retirement Obligation (ARO) and its necessary inclusion in our financial reports. He outlined the following steps: first, the development of a policy; second, the identification of potential assets; and third, the assessment of any contamination and associated decommissioning costs. Councillor Acker inquired about the number of assets we are obligated to retire and the estimated costs involved. Ken responded that he is actively working on this and aims to complete it within the year, as it is a requirement for our financial statements.

*THAT Council approve the ARO Policy as presented.*

**Davis-Acker**

**CARRIED**

**M24-242**

**Committee Reports:**

a) Western County Regional Library Annual Report

Items for information only.

b) Accessibility Coordinator Report re: Municipal Guidelines

Councillor Nickerson wanted to comment that Michelle Vacon is doing a wonderful job and he and her have worked together to put this together for the three Municipal units.

*THAT Council of the Town of Shelburne approve "Accessibility Guidelines for Municipal Documents, Social Media and Websites" to be shared with relevant Town of Shelburne staff.*

**Nickerson-Ringer**

**CARRIED**

**M24-243**

**Staff Reports**

a) CAO Update

CAO Mattatall provided Council with a brief update on the upcoming office move. Since Council will not be meeting in August, she reported that the installation of the elevator is progressing well and is expected to be completed by the end of the week. The move is on schedule, and the goal is to reopen to the public on

August 26th, 2024. At the September 3rd Council meeting, we plan to select a date for the grand opening, with Councillor Acker requesting that a smudging ceremony be included in the event.

The September 3rd Council meeting will be held at the Black Loyalist Heritage Society.

In additional good news, the final invoice from Nova Scotia Housing for this fiscal year came in at \$51,327, well below the budgeted \$100,000. This will allow us to increase our surplus by \$48,670, which is excellent news.

b) Election Update

Deputy CAO Ken Smith wanted to update Council and the Public regarding motions that will be made tonight and upcoming events happening for elections.

**THAT Council approve the Returning Officer's recommendation to set July 30<sup>th</sup>, 2024, as the deadline date for completing the preliminary list of electors.**

**Davis-Acker**

**CARRIED**

**M24- 244**

**THAT Council accept the recommendation of the Returning Officer that the Revising Officer must deliver the amended list to the Returning Officer on or before August 28<sup>th</sup>, 2024.**

**Nickerson-Davis**

**CARRIED**

**M24- 245**

c) By-law Officer Report - June

d) SVFD Report - June

e) Building Inspector Report - June

The above reports were reviewed for information only.

**New Business:**

Councillor Nickerson referred to his notes and provided an update on a recent issue. He informed the meeting that, last week, Councillors received a communication from an out-of-town resident concerning an odor issue at the sewer plant. Councillor Nickerson noted that Councillor Davis' response to this matter was less than professional. He further expressed his dissatisfaction with Councillor Davis' performance over the years, citing multiple incidents.

Councillor Nickerson then proposed a motion requesting the resignation of Councillor Davis. However, as motions cannot be made during the new business segment of the meeting, the discussion was deferred, and the meeting continued. Councillor Nickerson subsequently exited the meeting.

Mayor Locke took the opportunity to remind residents of the importance of having a blue civic number sign to ensure that emergency vehicles can locate their addresses efficiently.

Additionally, Mayor Locke wanted to read a formal statement:

*In light of last week's events, I would like to make a formal statement. The actions of a couple of Council members do not effect the Council as a whole. As outlined in the Council Code of Conduct the public*

*expects the highest standards of professional conduct from Councillors and this is a standard I hold for all members. We are committed to acting professionally, respectfully, and with accountability to one another and to the public. The integrity and trust in our Council of are utmost importance. I want to reassure the community that we will continue to uphold these values in our actions.*

No other new business.

### **Upcoming Meetings/Events**

- a) Dock Street Days, July 19<sup>th</sup>-20<sup>th</sup>, 2024, Dock Street and surrounding areas.
- b) Car Show, July 21<sup>st</sup>, 2024, 10am-2pm, Water Street
- c) Shelburne Street Dance, Saturday, August 3<sup>rd</sup>, 2024, 9pm-1am, Water Street
- d) Shelburne County Exhibition, Exhibition Grounds, August 6-9<sup>th</sup>, 2024
- e) Journey to Birchtown, August 11<sup>th</sup>, 2024
- f) Office Relocation August 19<sup>th</sup>-23<sup>rd</sup>, 2024, please note OFFICE WILL BE CLOSED during this time.
- g) Don't forget to check out the musical talent on Thursday nights at the Guild Hall, 7pm
- h) Next Town Council meeting, Tuesday, September 3<sup>rd</sup>, 2024, 6pm, Location TBD

### **Adjournment**

**THAT** the Regular Town Council Meeting of July 15<sup>th</sup>, 2024, be adjourned at 6:41pm.

**Davis**



## Town of Shelburne

**August 2024**

### **Volunteer of the Month Eric MacIntosh & Mark Mahaney**



Eric MacIntosh and Mark Mahaney are being recognized as the Volunteers of the Month for August for their hard work and dedication to our community.

Both Eric and Mark have dedicated countless hours of their time and energy to the creation and development of the Commissary Accessible Marina Park Society (CAMPS), a transformative project that has greatly enhanced our community.

Eric, a retired Department of Fisheries employee and a resident of Shelburne, brings a unique blend of artistic vision. When he's not sailing the local waters or working on his latest art piece, Eric has been at the forefront of the CAMPS project, offering his skills and leadership to ensure its success.

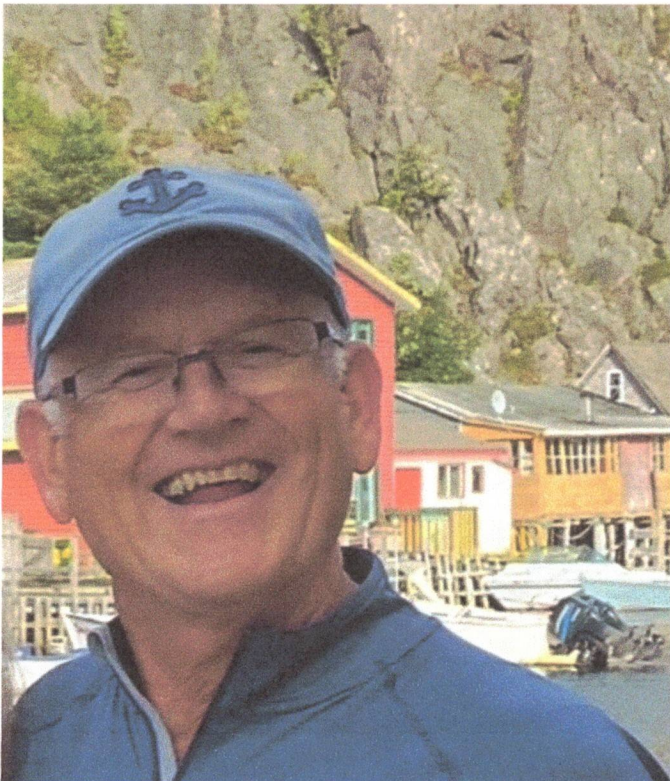
Mark, retired from the Department of Natural Resources, shares Eric's passion for sailing and is also an avid golfer and curler. Mark's dedication, combined with his love for outdoor activities, has helped make Shelburne Harbour a recreational hub that is accessible to everyone, regardless of physical ability.

Thanks to their tireless efforts and outstanding leadership, the CAMPS project has progressed immensely in just over a year. The Commissary Accessible Marina Park now stands as a safe and welcoming space for all, reflecting the spirit of inclusivity and community that Eric and Mark embody.

Shelburne is incredibly fortunate to have such devoted individuals working to improve our town, and we are proud to honor Eric MacIntosh and Mark Mahaney as our Volunteers of the Month for August 2024. Their hard work and dedication have truly made a lasting impact on our community.

The Town of Shelburne Council recognizes them as the Volunteers of the Month for August.

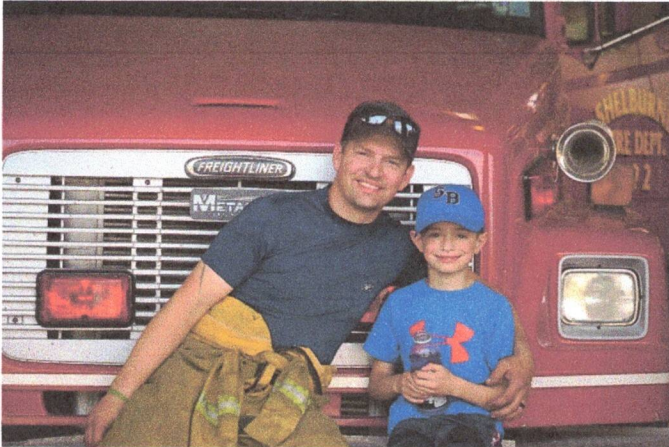
Thank you, Eric and Mark!





**Town of Shelburne**  
**September 2024**  
**Volunteer of the Month**  
**Cody Murphy**

Cody Murphy is being recognized as the Volunteer of the Month for September for his hard work and dedication to our community.



Cody, along with his family, became part of our community in October 2021. Since then, Cody has made a remarkable impact, both within the Shelburne Volunteer Fire Department (SVFD) and the community at large. Joining the SVFD in March 2022, Cody quickly made his mark, earning the title of Firefighter of the Year in his very first year.

Beyond his duties as a firefighter, Cody contributes in countless unseen ways. He is always ready to lend a hand, whether it's shoveling snow for his neighbors during winter or helping out with various department projects, including his dedicated work on the new truck committee.

Cody's commitment to his community doesn't stop there. He volunteers at Hillcrest Academy, where his son attends, and even steps in as a school bus driver on occasion, much to the delight of the students. In addition, Cody coaches the U9 Shelburne Bashers baseball team and has previously volunteered with the basketball program, demonstrating his dedication to supporting local youth.

Cody is always willing to help, no matter the request, and does so with a smile on his face. His generosity, kindness, and hard work make him an invaluable asset to our community. We are grateful to have someone like Cody, whose selflessness and community spirit truly stand out.

Congratulations, Cody, on being our Volunteer of the Month! For all that Cody has done and continues to do for this community, the Town of Shelburne Council recognizes him as the Volunteer of the Month for September.

Thank you, Cody!

Jill Webb

Document #	124-388
Rec'd by	gjd
Date	Aug. 7/24
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**From:** AMANS List Serve <amans@lists.gov.ns.ca>  
**Sent:** August 7, 2024 12:59 PM  
**To:** AMA Maritime List Serve  
**Cc:** Juanita Spencer; MacLellan, Jill  
**Subject:** FW: New Short-term Rentals Registration Act (STRRA) and Regulation  
**Attachments:** CertificateMunicipality - STR-do\_not\_regulate-Aug 7.docx; CertificateMunicipality - STR-by-STR-type-Aug 7.docx

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**CAUTION:** This email originated from an external sender.

Dear municipal partner,

Building on the Province’s commitment to increase access to long-term housing in Nova Scotia, we are excited to share the new *Short-Term Rentals Registration Act* and *Short-Term Rentals Registration Regulations* that will come into effect on September 30, 2024. [New Short-Term Rental Regulations Starting in September | Government of Nova Scotia News Releases](#)

**All short-term rental and tourist accommodations must obtain a 2024-25 registration number by September 30 to advertise and operate after this date.**

**New registration requirements**

Thank you to those who were able to attend the information sessions (offered the weeks of June 10 and July 29) discussing the new registration requirements. Hosts will now be required to provide supporting documents that show they are permitted to operate their short-term accommodation under the applicable municipal land use by-law, prior to registering with the province. Proof of compliance can include a copy of a development permit or letter from the municipality confirming that a tourist or short-term accommodation is permitted under municipal land use by-law rules. Template letters are attached to this e-mail.

**New registration fees**

There are significant changes to the registration fees for many of the short-term accommodation host categories. The registration fees are based on several factors, including type of accommodation, location and need for long-term housing. Those areas with the highest fees have more access to traditional tourist accommodations and a greater identified housing need.

New host categories and fees are outlined in the table below.

Host Category	Rate
---------------	------

## Primary Residence STR <sup>NEW</sup>

A short-term rental offered in the space where you live – your primary residence.

\$50

(If you are renting five or more bedrooms individually within your home, see Traditional Tourist Accommodation rates below.)

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## Commercial STR <sup>NEW</sup>

A dwelling unit that is not your primary residence and includes whole homes, condominium units, apartments, and backyard/secondary suites. It is accommodation that would otherwise be suitable as long-term housing but is rented on a short-term basis.

Commercial STR rates, by Tier:

<b>Tier 1</b>	Bedford, Beechville, Cole Harbour, Dartmouth, Halifax, Lakeside, Lower Sackville	\$2000
<b>Tier 2</b>	All other communities not in Tier 1 or Tier 3	\$500
<b>Tier 3</b>	Town of Clark's Harbour, Town of Digby, Town of Lockeport, Town of Mulgrave, Town of Shelburne	\$240

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## Traditional Tourist Accommodation

Accommodations that have traditionally served tourists (like hotels, motels and bed and breakfasts). Rates for rented rooms in a primary residence (i.e. guest rooms), personal vacation homes and unusual lodgings (i.e. yurt) are also included in this category.

1 to 4 bedrooms \$50

5 or more bedrooms \$150

## Enforcement of the new rules

The new regulations also include higher fines and penalties for those who do not follow the rules.

Those who operate an unregistered or non-compliant short-term accommodation are liable for fines ranging from \$1,000 to \$100,000.

We'll work with you to help ensure STRs in your municipality are in compliance.

## We'll keep you informed

We commit to keeping registered hosts, platform operators and municipalities updated. We'll email you reminders and updates. You can also check the [Register Your Accommodation Service webpage](#) to find the most up-to-date information.

Over the next several weeks we will be scheduling sessions with municipalities to discuss the implementation of the new rules and address any questions you may have.

# Municipal Certificate of Compliance - Operating a Short-Term Rental

## Template for Not Regulating STRs PROOF OF COMPLIANCE w/MUNICIPAL BYLAWS

INSERT DATE

This is to confirm that the [INSERT MUNICIPALITY/TOWN] has not adopted land use regulations that would prevent the operation of a short-term rental in a [INSERT APPLICABLE WORDING: residential dwelling unit/ a dwelling unit that is the hosts primary residence/etc...].

A short-term rental is considered any dwelling, accommodation, or room that is intended for temporary lodging and rented out for periods of 28 consecutive days or fewer at any point during the year.

In accordance with the *Short-term Rentals Registration Regulations* applicants are required to provide confirmation from the municipality that the accommodation the applicant seeks to register complies with applicable municipal land use by-laws.

---

Signature of Municipal Official (FOR EXAMPLE: Development Officer/ Planning Director)

# Municipal Certificate of Compliance - Operating a Short-Term Rental

## PROOF OF COMPLIANCE WITH MUNICIPAL BY-LAWS

In accordance with [INSERT MUNICIPAL LAND USE BY-LAW] a [INSERT TYPE OF STR LISTED IN APPENDIX A ] is a permitted use at [INSERT CIVIC ADDRESS&COMMUNITY/PID]

Name of Municipal Official: \_\_\_\_\_

Municipality: \_\_\_\_\_

Signature of Municipal Official \_\_\_\_\_

\_\_\_\_\_  
Date

For help contact us at 902-424-5200 or  
toll-free (within Nova Scotia) at 1-800-670-4357  
email:STAadmin@novascotia.ca

**Mailing Address**  
Business Registration Unit  
PO Box 1529  
Halifax, NS B3J 2Y4

Return to resident to include with their application.

In accordance with the *Short-term Rentals Registration Regulations* applicants are required to provide confirmation from the municipality that the accommodation the applicant seeks to register complies with applicable municipal land use by-laws.

## APPENDIX A: DEFINITIONS & TYPES OF SHORT-TERM RENTALS

<b>Short-Term Rental</b>	means any dwelling, accommodation, or room that is intended for temporary lodging and rented out for periods of 28 consecutive days or fewer at any point during the year. All STRs need to register.
<b>Primary Residence STR</b>	means the short-term rental of your home that is considered your primary residence. Your primary residence is the primary home where you spend most of your time, perform daily activities, and consider to be your main home. Examples of renting a whole home include when you are away on vacation or for work.
<b>Non-Primary Residence STR</b>	means the short-term rental of a dwelling unit that would otherwise be suitable as long-term housing. A Commercial STR is a dwelling unit that is not your primary residence and includes whole homes, condominium units, apartments, and backyard/secondary suites.
<b>Traditional Tourist Accommodation</b>	means the short-term rental of an accommodation traditionally associated with tourists such as hotels/motels/inns; hostels; resorts; bed and breakfasts; dorms, or unusual lodgings (such as yurts, domes, bunkies, and recreational vehicles).



**Municipal Affairs and Housing  
Office of the Minister**

PO Box 216, Halifax, Nova Scotia, Canada B3J 2M4 • Telephone 902-424-5550 Fax 902-424-0581 • novascotia.ca

Document #	D24-389
Rec'd by	gw
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Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>
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August 9, 2024

To All Nova Scotia Elected Officials and Chief Administrative Officers/Village Clerks:

I am writing to inform you of an update on the municipal and village codes of conduct. In January 2022, the Code of Conduct Working Group was established to develop a set of recommendations on the code of conduct framework, which included content to include in the code, sanctions that may be imposed if a breach occurred, and options for an investigator model. This collaborative working group included representatives from the Nova Scotia Federation of Municipalities (NSFM), the Association of Municipal Administrators of Nova Scotia (AMANS), the Association of Nova Scotia Villages (ANSV), and the Department of Municipal Affairs and Housing (DMAH).

Following significant consultation with municipalities in September 2022, March 2023, and September 2023 on the code of conduct framework, the Code of Conduct Working Group developed 25 recommendations for me to consider as Minister. I am pleased to advise, after careful consideration, I am accepting all 25 recommendations presented by the Code of Conduct Working Group. The recommendations, along with the anticipated framework are appended to this letter for your reference.

The code of conduct framework will be coming into effect following the October municipal election. The legislative provisions require municipalities and villages to adopt a code of conduct consisting of the model code of conduct as outlined in the regulations. As Minister, I will prescribe that all municipalities and villages must adopt the model code of conduct within 60 days following the October election and provide confirmation of their notice of adoption. Should a municipality or village fail to meet the above requirements, municipal funding will be withheld pursuant to the *Municipal Grants Act*. As one of the first items to discuss on your agendas, I trust this will bring an unequivocal understanding of the conduct to uphold as an elected official in Nova Scotia.

I understand and recognize that code of conduct training is an important component to make the framework successful. The NSFM will be the lead organization on the development of a robust code of conduct training module, and it is expected this module will be available in early 2025. To bridge the gap between when the regulations will be in place to when the robust training module will be ready in early 2025, the Department will provide municipalities and villages resources that can be shared with councils and commissions.

Page 2

As we move toward a new standard for elected officials following the election, I would encourage you to share the documents appended in this letter with all candidates running in the upcoming municipal election. Candidates should be notified about the new expectations surrounding the code of conduct.

In closing, I would like to thank the Code of Conduct Working Group members for their hard work and dedication to this initiative over the past two years. This initiative is a wonderful example of collaboration between the Department and our municipal partners.

Sincerely,



Honourable John A. Lohr  
Minister of Municipal Affairs and Housing

Attached

- c: Code of Conduct Working Group
- Mayor Carolyn Bolivar-Getson, NSFM
- Juanita Spencer, CEO NSFM
- Kim Ramsay, President AMANS
- David Campbell, Executive Director AMANS

Document #	524-389
Rec'd by	
Date	
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**Proposed Recommendations from Code of Conduct Working Group**

The Code of Conduct Working Group (COCWG) has developed their proposed recommendations for the code of conduct regulations for the Department of Municipal Affairs and Housing (DMAH) to review. The 25 recommendations below reflect the consensus opinion from the COCWG.

Application:

- There should be one code for all municipalities and villages.
- The code of conduct should operate together and as a supplement to other applicable laws, including the bylaws and policies with the municipality or village.
- The code of conduct should apply to elected officials at all times with respect to their behaviour regarding any action that negatively impacts the municipality or tarnishes its reputation.
- Nothing in the code of conduct is intended to silence elected officials from sharing or expressing dissenting opinions.
- The code of conduct should apply from the time elected officials are declared elected until their resignation, their disqualification, or their successor being sworn into office.

Content to include:

- The code will include 45 provisions under various headings (e.g. general conduct, confidential information, etc.) See Appendix A for detailed provisions.
- 13 possible sanctions that can be imposed on a member for breaching the code of conduct. See Appendix B for the sanctions.
- 7 considerations elected officials shall evaluate before they can impose a sanction. See Appendix B for detailed considerations.
- Failure to comply with a sanction imposed is considered a breach of the code itself and will go to council with the investigator's recommendation only.

Complaint and investigator process:

- Municipalities and villages will appoint an investigator and have their contact information readily available on their website. See Appendix C for detailed complaint and investigator process.
- Investigators should have experience in conducting investigations, and experience applying the principles of natural justice and procedural fairness.
- No conflict of interest can exist between the investigator and the parties involved.
- A complaint can be submitted no later than 6 months from discoverability.
- The CAO/Clerk shall be notified by the investigator that a complaint has been received and Council/Commission shall be notified if a complaint makes it to the investigation stage.

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- The investigators report shall be brought to council/commission no later than 6 months from the time the complaint is received by the investigator. Extensions may be granted by council/commission for extenuating circumstances.
  - Any complaints brought forward during the municipal election period between nomination day and ordinary polling day will not be investigated until the election has concluded.
  - A member who has a complaint lodged against them will be able to review and respond to the information in the investigators report prior to council's vote.
  - A member who has had a complaint lodged against them, or who has made the complaint, may not participate in the vote on whether there was a breach, and if applicable, may not participate in the decision regarding what sanction to impose.
  - The Code of Conduct will state that a decision of a Council on a code of conduct matter is final and binding on all parties.
  - At the conclusion of the investigation, require public disclosure of the section a complaint was lodged under, and the investigator's recommendation.

#### Training:

- Elected officials should be required to complete the training within 30 days of being sworn into office and failure to do so is considered a breach of the code itself and may go to council without an investigation.
- Any breach of the code determined by council shall result in additional code of conduct training for the person who committed the breach.
- Training to be developed and delivered in an online module format with quizzes and a minimum pass rate to ensure a minimum level of understanding.

#### Review:

- A review on the code of conduct shall begin 3 years post implementation to consider the effectiveness for municipal elected officials.
- Review the Municipal Elections Act (MEA) to see if there is potential to reduce the gap between the sanctions in the code of conduct and the Municipal Elections Act.

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**Appendix A: Recommended Prescribed Code of Conduct**

The recommended prescribed code of conduct would be applicable to all municipalities and villages with separate codes being developed to reflect the difference in terminology (e.g. village versus municipality, Chief Administrative Officer versus Clerk).

Code of Conduct shall apply to elected officials from the time that they are declared elected until:

- a) their resignation;
- b) their disqualification while in office; or
- c) their successor is sworn into office, or, if there is no successor, until the meeting at which the successor would have been sworn into office if there was a successor

The guiding principles to be included are:

- a. Collegiality – members of council will work together to further the best interests of the municipality in an honest and honourable way.
- b. Respect – members of council will demonstrate respect towards one another, the democratic decision-making process, and the role of staff.
- c. Integrity – members of council are expected to act lawfully and adhere to strong ethical principles by giving the municipality or village interests priority over private individual interests.
- d. Professionalism – members of council will create and maintain an environment that is respectful and free from all forms of harassment, including sexual harassment and discrimination. They must show consideration for every person's values, beliefs and contributions, and supporting and encouraging others to participate in council activities.
- e. Transparency – members of council will be truthful and open regarding their decisions and actions and make every effort to accurately communicate information openly to the public.
- f. Responsibility – members of council are responsible for the decisions that they make and must be held accountable for their actions and outcomes. They must demonstrate awareness of their own conduct and consider how their words or actions may be perceived as offensive or demeaning.

**General Conduct**

- Members of Council must be truthful and forthright, and not deceive or knowingly mislead Council, the CAO, or the public.

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Page 1
- Members of Council will respect the presiding officers, colleagues, staff and members of the public that present during the council meeting or other proceedings/meetings of the municipality.
  - Members of Council will adhere to procedure and direction of presiding officers in respect to rules of procedure.
  - Members of Council must conduct Council business and all of the member's duties in an open and transparent manner, other than for those matters which Council is authorized by law to deal with in private.
  - Members of Council must ensure that they are not impaired by alcohol or drugs while attending any meeting of the municipality.

### **Confidential Information**

- No Member of Council will disclose or release by any means to any member of the public, any confidential information acquired by virtue of their office, in either oral or written form, except where required by policy or law or authorized by the Council to do so.
- No Member of Council will use confidential information for personal or private gain or for the gain of any other person or entity.
- Members of Council should not access or attempt to access confidential information in the custody of the municipality unless the information is necessary for the performance of their duties and its access is not prohibited by legislation or by the by-laws or policies of the Municipality.
- Members of council must not discuss any matters relating to an active investigation under this Code of Conduct with anyone other than the investigator or their own legal representative, unless required by law.

### **Gifts and Benefits**

- No Member of Council shall accept a fee, advance, cash, gift, gift certificate or personal benefit that is connected directly or indirectly with the performance of their duties of office, except for the following:
  - i. gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
  - ii. a suitable memento of a function honouring the member of Council;
  - iii. sponsorships and donations for community events organized or run by a member of Council or by a third party on behalf of a member of Council;
  - iv. compensation authorized by the municipality.

- A fee or advance paid, or a gift or benefit provided, with the Member's knowledge, to a person closely connected to a member is deemed to be a gift to the Member of Council.

### **Use of Municipal Property, Equipment and Services**

- No Member of Council shall use, or request the use of, any municipal property, including surplus material or equipment for personal convenience or profit, unless the property is:
  - i. available for such use by the public generally and the member of Council is receiving no special preference in its use; or,
  - ii. made available to the member of Council in the course of carrying out council activities and duties.
- No Member of Council shall use, or request the use of, for personal purpose any municipal property, equipment, services, supplies or other municipally-owned materials, other than for purposes connected with the discharge of municipal duties.
- No Member of Council shall obtain, or attempt to obtain, personal financial gain from the use or sale of municipally-developed intellectual property.
- No Member of Council shall use information, or attempt to use information, gained in the execution of their duties that is not available to the general public for any purposes other than carrying out their official duties.
- No Member of Council, or person closely connected to a member, shall tender on such items such as the sale of older and extra equipment.

### **Building, Development, Planning, or Procurement Proposals before Council**

- No Members of Council shall solicit or accept support in any form from an individual, group or corporation, with any building, development, planning, or procurement proposal before Council.

### **Improper Use of Influence**

- No Member of Council shall use the influence of their office for any purpose other than for the exercise of their official duties.

### **Business Relations**

- No Member of Council shall allow the prospect of their future employment by a person or entity to affect the performance of their duties to the municipality.
- No Member of Council shall borrow money from any person who regularly does business with the municipality, unless such person is an institution or company

whose shares are publicly traded and who is regularly in the business of lending money.

- No Member of Council shall act as an agent of a person or entity before Council or a committee of Council or any agency, board or committee of the municipality.

### **Employment of Persons Closely Connected to Members of Council**

- No Member of Council shall attempt to influence any municipal employee to hire or promote a person closely connected to the member.
- No Member of Council shall make any decision or participate in the process to hire, transfer, promote, demote, discipline or terminate any person closely connected to the member.

### **Fairness**

- No Member of Council shall give special consideration, treatment or advantage to any individual or entity beyond that which is accorded to all.
- No Member of Council shall give special consideration, treatment or advantage to an organization or group due to the member or person closely connected to the member being involved with or a member of the organization or group.

### **Adherence to Policies, Procedures, Bylaws and Other Laws**

- Members of Council will adhere to the Code of Conduct.
- Members of Council will adhere to the applicable national and provincial legislation.
- Members of Council will adhere to the procedures, policies and bylaws of the municipality.
- Members of Council will adhere to the expense and hospitality policy of the municipality.

### **Respect for Council as a decision-making body**

- A Member of Council must abide by and act in accordance with any decision made by Council, whether or not the member voted in favour of the decision.
- Members of Council must not encourage non-compliance with a statute, regulation, bylaw, policy or procedure.

## **Communicating on behalf of Council**

- A Member, other than the Mayor/Warden, must not claim to speak on behalf of Council unless the member has been authorized to do so.
- The Mayor/Warden/designated individual may speak on behalf of Council and must make every effort to convey the intent of Councils' decision accurately.

## **Interactions of Council with Staff and Service Providers**

- Members of Council must respect the role of the CAO as head of the administrative branch of government of the municipality and must not involve themselves directly in the administration of the affairs of the municipality, including, without limitation, the administration of contracts.
- No Member of Council shall direct, or attempt to direct, the CAO, other than through a direction provided by the Council as a whole.
- Members of Council shall be respectful of the role of CAO and municipal employees to advise based on political neutrality and objectivity and without undue influence from any individual member or faction of the Council.
- Members of Council must not direct or influence, or attempt to direct or influence any municipal employees in the exercise of their duties or functions.
- Council cannot direct municipal employees except through the CAO.
- Members of Council are not to issue instructions to any of the contractors, tenderers, consultants or other service providers to the municipality.
- No Member of Council shall require or request that a municipal employee undertake personal chores or tasks for the Council member unrelated to municipal business.
- Members of council shall refrain from making public statements that are critical of specific and/or identifiable municipal employees and/or service providers.

## **Respectful Interactions**

- A Member of Council must not engage in discrimination or harassment on the grounds articulated in the Human Rights Act of Nova Scotia.
- A Member of Council must not sexually harass any person.
- A Member of Council must not engage in any discriminatory or harassing action or conduct, verbal or non-verbal, directed at one or more individuals or groups that creates a poisoned environment.

## Reprisal

- A Member must not undertake any act of reprisal or threaten reprisal against a complainant in a matter under this Code of Conduct or any person providing relevant information in relation to a matter under this Code of Conduct.

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**Appendix B: Recommended Sanctions Framework and Possible Sanctions to be imposed**

**Sanctions Framework:**

A Council or Commission shall consider all of the following criteria prior to imposing a sanction or sanctions:

1. The nature of the code contravention;
2. The length or persistence of the code contravention;
3. If the member intentionally contravened the code of conduct;
4. Has the member taken any steps to remedy the contravention;
5. If the member previously contravened the code of conduct;
6. Any external factors that exist to the member's contravention (e.g. family situation, mental health); and
7. The resources the member will need to complete their job.

**Sanctions:**

1. Member will receive a letter of formal reprimand or warning, as directed by council.
2. Member will issue a letter to include acknowledgement of breach of code and an apology within 15 days.
3. Require the member to attend training, appropriate to the incident, as directed by council.
4. Censure the member publicly.
5. Limit the member's access to certain local government facilities, equipment and/or property.
6. Suspending or removing the member as deputy head of council and/or the chair of a committee, if applicable.
7. Suspending or removing the member for no longer than 6 months from some or all committees and/or boards.
8. Impose a limit on the member's participation on behalf of the municipality.
9. Impose a limit on the member's travel and/or expense reimbursement on behalf of the municipality.
10. Impose a fine on the member for up to \$1,000 per occurrence, which is to be paid no later than 6 months from the decision of council and to be collected in the same manner as other taxes.
11. Impose an appropriate reduction in remuneration to the member for no longer than 6 months.
12. Make member repay any direct monetary loss realized by the municipality as a result of the member's action in any amounts determined by the investigator.
13. Make member repay any direct monetary gain they obtained from their actions in any amounts determined by the investigator.

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**Appendix C: Recommended Complaint and Investigator Process**

1. Municipality or village will appoint a person or entity other than a Council Member or an employee of the municipality to receive and investigate complaints
  - a. The person or entity appointed must have experience in conducting investigations and in applying the principles of natural justice and procedural fairness. No conflict of interest can exist between the investigator and the parties involved.
  - b. Municipalities must include the investigator's contact information on their publicly accessible website.
  
2. A complaint must be submitted to the investigator no later than 6 months from discoverability.
  - a. Any complaints brought forward during the municipal election period of nomination day until ordinary polling day will not be investigated until the election has concluded.
  
3. When a complaint is received by the investigator, the investigator shall notify the CAO/clerk of the fact that a complaint has been received.
  
4. Investigator will determine if there is validity to the complaint. If no validity, then complaint can be dismissed.
  
5. If the investigator finds that the complaint is valid, the investigator shall notify the member who is the subject of the complaint that a complaint has been made about them, and it is proceeding to an investigation.
  
6. The investigator will begin their investigation and notify Council/the Commission through a confidential email or in camera of the fact that a complaint is proceeding to the investigation phase.
  
7. The investigator shall protect the confidentiality of the complainant, the subject(s) of the complaint, and all persons involved in the investigation, to the greatest extent possible, while still applying the principles of natural justice and ensuring procedural fairness.
  
8. The investigator shall present a report to Council, no later than 6 months from the time the complaint is brought forward, on the investigation and include a

recommendation regarding the validity of the complaint and, if applicable, a recommendation regarding an appropriate sanction.

- a. If complaint is brought forward during the municipal election period of nomination day until ordinary polling day it will not be investigated until the election has concluded. Investigations already in progress at the time of nomination day will continue;
- b. Council may grant the investigator an extension on when the report can be brought to council for extenuating circumstances, including a delay during a municipal election period;
- c. Council is able to discuss the investigators report in camera; and
- d. The member who had the complaint lodged against them will have the opportunity to review and respond to the information in the investigator's report, and make submissions to Council, prior to the Council's vote.

9. Council determines if a breach occurred and determines the sanction(s) to impose. If a councillor is the subject of the complaint or has made the complaint under the Code the councillor shall:

- a. In the case of a closed meeting, leave the room in which the meeting is held
- b. In the case of a public meeting, either leave the room or remain in the room in the part of the room for general public; and
- c. Refrain from voting on any question relating to the matter

10. Any breach of the code determined by councils shall automatically retrigger the required Code of Conduct training.

11. The section under the Code of Conduct the complaint was lodged and the investigators recommendations are made public.

12. The decision or penalty of Council/Commission on a Code of Conduct matter is final and binding on all parties.



Royal Canadian Mounted Police    Gendarmerie royale du Canada

Commanding Officer    Commandant divisionnaire

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July 23, 2024

Dear Mayor Locke:

The Nova Scotia RCMP received thousands of calls for service in 2023. Our teams advanced hundreds of investigations and laid charges for many serious offences, including sexual assault, human trafficking, illicit drugs and homicide.

As the provincial police, and through collaboration with the Government of Nova Scotia, municipalities and First Nations communities we serve, we tailor our crime reduction strategies from year-to-year.

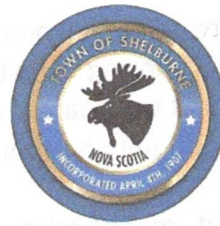
We've recently published a web-based annual review (<https://rcmp.ca/en/nova-scotia/corporate-information/publications-and-manuals/your-nova-scotia-rcmp-2023>) that highlights several operational files that demonstrate our work to combat gender-based violence; hate crime; human trafficking; internet child exploitation; and serious and organized crime. It also includes examples of special projects, our involvement in community events across the province, and policing data.

Although this report offers only a small snapshot of our day-to-day policing work, it reflects our employees' dedication to serve and protect Nova Scotians.

I hope you find the 2023 review interesting and informative.

Sincerely,

Assistant Commissioner Dennis Daley  
Commanding Officer  
Nova Scotia RCMP



July 11, 2024

Honourable Diane Lebouthillier  
Minister of Fisheries, Oceans and the Canadian Coast Guard  
House of Commons  
Ottawa, ON K1A 0A6

Subject: Concerns Regarding Mediation in Treaty Fishing Rights and Elvers Quota Allocation  
Email: [diane.lebouthillier@parl.gc.ca](mailto:diane.lebouthillier@parl.gc.ca)  
[min@dfo-mpo.gc.ca](mailto:min@dfo-mpo.gc.ca)

Dear Minister Lebouthillier,

On behalf of the five municipalities of Shelburne County, we write to express our concerns regarding two significant issues currently impacting our region's fisheries management: the mediation process in treaty fishing rights disputes and the recent decision concerning the elvers quota allocation.

The Nova Scotia Supreme Court's recent decision to adjourn trial dates and encourage mediation until December 12, 2024, has raised considerable concerns. We support the Unified Fisheries Conservation Alliance's (UFCA) assertion that mediation must include all affected stakeholders, particularly commercial fishers, and must operate transparently to ensure fair representation and just outcomes.

Additionally, we are troubled by the Federal Government's consideration to allocate up to 50% of the elvers quota to First Nation groups without transparent methodology or consultation with the local commercial fishing community. This approach not only deviates from the commitments to transparency and inclusivity made by MP Mike Kelloway last year but also risks exacerbating tensions between commercial fisheries and First Nations.

The exclusion of commercial fishers from these critical discussions not only undermines the fairness of the process but may also lead to solutions that are not comprehensive or sustainable. It is essential that all changes to quota distributions or rights interpretations are preceded by thorough consultations and clear communications to avoid further conflicts and ensure the long-term health of our fisheries.

As you know, decisions relating to fishing rights and allocation of fishing quotas can directly affect the income of local fishers and the broader economic stability of communities reliant on the fishing industry. Fair and balanced decisions can enhance economic growth and ensure sustainable fishing practices, benefiting the entire region. Conversely, perceived inequities in quota allocation can lead to economic hardship,

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exacerbating tensions between Indigenous and non-Indigenous fishers. These tensions often escalate when decisions are announced, posing substantial risks to public safety through potential conflicts and confrontations. Effective and transparent decision-making is essential to mitigate these risks, ensuring both economic stability and community harmony.

We urge the Department of Fisheries and Oceans to advocate for a mediation process and quota management decisions that are inclusive, transparent, and respectful of the rights and responsibilities of all stakeholders, including the commercial fisheries. These issues must be approached with a commitment to fairness and sustainability to ensure the enduring prosperity of our fisheries and the communities that depend on them.

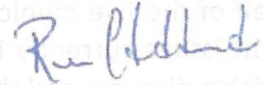
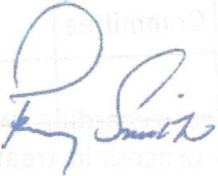
Thank you for considering our position. We look forward to your support in ensuring that future government actions in fisheries management are transparent and involve all necessary stakeholders; thus, truly representing and respecting the diverse interests at play.

Yours Sincerely,

Warden Penny Smith  
Municipality of Shelburne

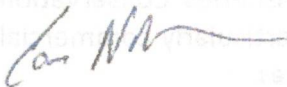
Warden Eddie Nickerson  
Municipality of Barrington

Mayor Rex Stoddard  
Town of Clark's Harbour



Mayor Cory Nickerson  
Town of Lockeport

Mayor Harold Locke  
Town of Shelburne



Cc: Mike Kelloway, MP – Cape Breton-Canso  
Chris d'Entremont, MP – West Nova  
Rick Perkins, MP – South Shore-St. Margarets  
Nolan Young, MLA – Shelburne  
Warden Danny Muise - Municipality of Argyle  
Mayor Pam Mood - Town of Yarmouth  
Warden John Cunningham - Municipality of Yarmouth  
Mayor Ben Cleveland - Town of Digby  
Warden Linda Gregory - Municipality of Digby  
Warden Yvon LeBlanc - Municipality of Clare



July 5, 2024

Tanya L. Nixon  
Vice-President Operations, Western Zone  
Nova Scotia Health

Dr. Cheryl Pugh  
Medical Executive Director, Western Zone  
Nova Scotia Health

**Re: Healthcare Services Analysis**

Dear Ms. Nixon and Dr. Pugh,

Thank you for your letter of June 19<sup>th</sup>, received June 26<sup>th</sup>, in response to our correspondence to Minister Thompson on June 12<sup>th</sup>. We understand that you are not writing on behalf of the Minister but are pre-empting a response from the Minister to our original letter. While we appreciate the unease you might feel from our request for an independent third-party review of Nova Scotia Health (NSH) and Emergency Health Services for Shelburne County, we believe it is important to clarify the reasons behind this request. It is not only to address our seven areas of concern but also to understand how our county compares to other communities in the western zone. As valuable as our quarterly stakeholder meetings are, they are not suited for an in-depth comparison. We need a detailed side-by-side analysis to identify universal concerns and those unique to our county.

We certainly do not want our request to impair our relationship. Instead, we see it as a potential resource to bridge the gap in understanding and expectations between our five municipalities and the NSH Western Zone team.

While we aim to steer our relationship towards a more productive footing, we must address some of the comments in your letter. You mentioned, "Communities that welcome diversity and value their healthcare team members are seeing successful recruitment. Community unrest and instability are not helpful for these efforts." This comment could be interpreted as an accusation that our community is not welcoming to diverse healthcare team members and that highlighting our healthcare concerns is causing unrest and instability. You followed this with, "We need to work respectfully in collaboration if we are going to be successful for your community." We agree with this sentiment and hope you reflect on it as well.

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To address these concerns, our actions within the community demonstrate our appreciation for the Practice Ready Assessment Physicians (PRAP). We have organized numerous community events and provided extensive support activities, including axe throwing, curling, lobster dinners, mix and mingle night, connecting with the Black Loyalist Heritage Centre events, municipal equity, diversity and inclusion workshops, and assisting our doctors with a range of support activities that include searching for housing, securing childcare, passport applications, accommodations for visiting family member, and other needs. With the \$75,000 in funding from the Office of Healthcare Professionals Recruitment, our team has worked hard on both recruitment and retention. We challenge your statement that feedback from recent departures indicates that candidates did not feel welcomed or that Shelburne was not a good fit. We have not received any negative comments from our doctors, and we are not aware of any exit interviews with departing PRAP doctors. Those doctors who did have exit interviews were not PRAP doctors and cited a lack of work-life balance as the primary reason for leaving, one of our core concerns. Please see the attached photos of our events or visit our website to view our recruitment and retention videos. (<https://www.municipalityofshelburne.ca/healthcare-recruitment>).

It is also important to note that the Municipality of Shelburne is the only municipality within Nova Scotia's Navigator network, that solely funds the salary and activities of a local Community Navigator dedicated to welcoming physicians to our community. Our Community Navigator is part of the Provincial Navigators network, working with all nine other Community Navigators across the province.

Your letter also mentioned a future pilot program extending PRAP roles into the emergency department; this is interesting and would benefit Roseway Hospital. We would like to know what conditions you feel the community must have to qualify for this program and whether our current PRAP doctors have the capacity to take on additional duties.

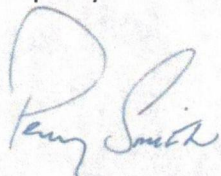
Furthermore, your statement, "There is a predisposition against these candidates," implies a bias within our community. We find this assertion troubling. Our community values the dedicated service of PRAP doctors, and without them, we would have no doctors. We have already requested statistics on how many PRAP doctors across Nova Scotia have stayed in their original host community and look forward to seeing if the retention issue is unique to our community or is a universal problem across Nova Scotia.

Despite any inadvertent offense your letter may have caused, we are willing to move forward and commit to assisting NSH in addressing the seven core healthcare issues. As mentioned in stakeholder meetings, one of the municipalities, the Municipality of Shelburne, has committed \$50,000 per year over the next 15 years to establish a Healthcare Reserve. We need the Department of Health and Wellness and NSH to participate in a true, fact-finding analysis of our services to forge a meaningful path forward. We are eager to meet with you to discuss solutions for the seven core issues once we receive the Minister's response to our letter of June 12<sup>th</sup>.

We look forward to meeting again to discuss the issues stated and potentially establish them as objectives that we can track going forward.

Sincerely,

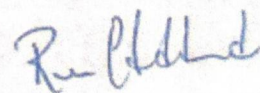
Warden Penny Smith  
Municipality of Shelburne



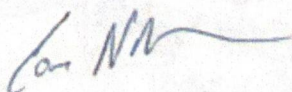
Warden Eddie Nickerson  
Municipality of Barrington



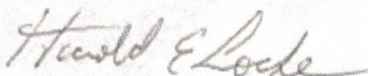
Mayor Rex Stoddard  
Town of Clark's Harbour



Mayor Cory Nickerson  
Town of Lockport



Mayor Harold Locke  
Town of Shelburne



Cc: Honourable Michelle Thompson, Minister of Health and Wellness  
Rick Perkins, MP – South Shore  
Nolan Young, MLA – Shelburne  
Karen Oldfield, Interim President and CEO  
Sherry Doane, Executive Director, Shelburne Area Chamber of Commerce  
Della Nickerson, Executive Director, Barrington Area Chamber of Commerce  
Andrea Davis, Executive Director, Black Loyalist Heritage Society  
Norman Wallet, Chair, Roseway Hospital Charitable Foundation









**Municipal Affairs and Housing  
Office of the Minister**

PO Box 216, Halifax, Nova Scotia, Canada B3J 2M4 • Telephone 902-424-5550 Fax 902-424-0581 • novascotia.ca

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July 18, 2024

Dear Mayors and Wardens:

I am pleased to inform you that the Province has signed a new 10-year agreement with the federal government under the Canada Community-Building Fund (CCBF). This agreement will provide \$318 million in the first five years to our 49 municipalities, offering up-front and predictable long-term funding to help address local infrastructure priorities.

The CCBF will continue to play a crucial role in upgrading the municipal infrastructure that our residents rely on. This includes projects related to drinking water, wastewater, public transit, and community energy. As you are aware, enhancing our infrastructure is a key component in addressing the housing crisis. With the renewal of this agreement, we can ensure that critical infrastructure will continue to be built, maintained, and expanded, fostering a more sustainable and resilient Nova Scotia.

Together with our municipal partners, we can build and revitalize the public infrastructure necessary to improve housing supply and affordability, foster economic growth, and enhance the quality of life for all Nova Scotians. The commitment of both the federal and provincial governments to this partnership underscores our collective dedication to the well-being of our communities.

If you have any questions or require further information, please do not hesitate to reach out to our office using the CCBF program email: [CCBF@novascotia.ca](mailto:CCBF@novascotia.ca). We look forward to continuing our collaboration to create stronger and more vibrant communities across Nova Scotia.

Sincerely,

Honourable John A. Lohr  
Minister of Municipal Affairs and Housing

c: Chief Administrative Officers

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Commissary Accessibility Marina Park Society  
 PO Box 1069  
 Shelburne, NS B0T 1W0

August 14, 2024

Dear Mayor Locke and esteemed Council Members,

On behalf of the Commissary Accessible Marina Park Society (CAMPS), we would like to express our heartfelt gratitude for your generous donation to our organization. Your commitment to the accessibility and inclusivity of Shelburne's community truly shines through your support.

Your donation helped us upgrade our facility to allow scooter traffic easy, safe access to our marina. Your generosity aids our mission of creating an accessible and welcoming environment at Shelburne Harbour. This contribution solidifies your dedication to fostering growth and unity among our residents and visitors alike.

We are honored to have the backing of our community's leaders as we strive to make a positive impact on Shelburne's waterfront experience. We value your partnership and look forward to working together in building a brighter future for our town.

Once again, our sincere thanks for your kind generosity and unwavering support of CAMPS.

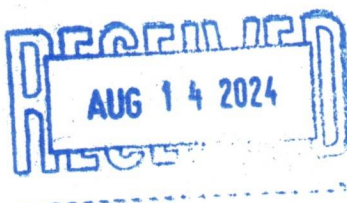
Sincerely,

*Janet Curtis*

Janet Curtis

Secretary

Commissary Accessible Marina Park Society (CAMPS)

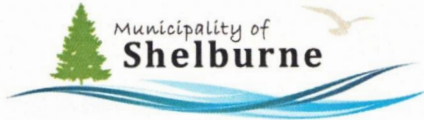


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Minutes	<input type="checkbox"/>

On behalf of the Car Show Committee, we would like to thank you for the great support for this function. The Shelburne Events Committee and the merchants made this possible. It was a great success! We are already thinking about the next year; the same space and the same time. Again, thank you. We did it!

P.s, we will be giving the Hillcrest Academy Breakfast Program \$500 from the funds raised by the 50/50 draw and donations.

The Car Show Committee.



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Agenda

August 1<sup>st</sup>, 2024

Town of Shelburne  
PO Box 670  
Shelburne, NS  
B0T 1W0

Dear Town of Shelburne Council & Staff;

**Re: Dock St. Days Support**

On behalf of the Municipality of the District of Shelburne and the Shelburne Events Committee, I would like to thank you for your invaluable support in making Dock St. Days a tremendous success from July 19th to 21st.

Your cooperation, contribution and collaboration played a crucial role in bringing this event to life and creating a memorable experience for our community. The success of Dock St. Days was a testament to the strength of our community partnerships and the collective effort put forth by individuals and organizations like yours.

We truly appreciate your commitment and look forward to continuing our collaboration to make future events just as successful. Your support is instrumental in helping us achieve our goals and foster a vibrant, connected community.

Thank you once again for your contribution and for being a vital part of our event's success.

Warm regards,

Robin Smith  
Community Development Coordinator  
Municipality of Shelburne

## Memorandum for Town of Shelburne

---

To: Ken Smith, Sarah Mattatall – Town of Shelburne  
From: New Commons Development  
Re: **Heritage Hall - Project Update**  
Date: August 13, 2024  
cc: Jamie Eyers, Community Housing Management Network;  
Karen Brodeur – Co-operative Housing Federation of Canada (CHF Canada)

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### 1. Background

New Commons Development's (NCD) is working with Compass Nova Scotia Co-operative Homes Ltd. (Compass NS) to realize the delivery of 5 new co-operative housing units in the Town of Shelburne, NS. The five units will result from the conversion of the former Heritage Hall located at 28 John St, Shelburne, NS.

### 2. Project Update

#### 2.1 Agreements & Contracts

The Purchase and Sale Agreement has been fully executed.

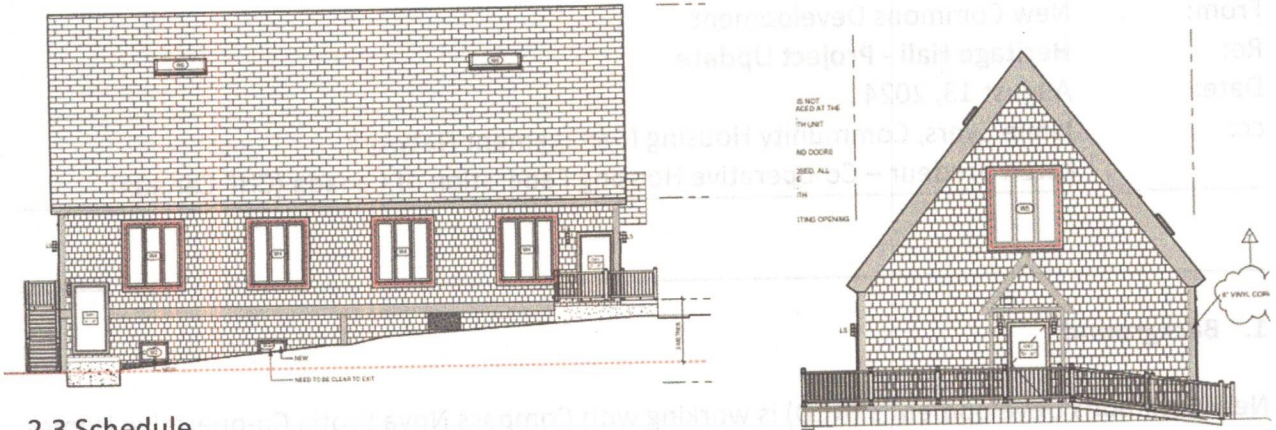
The pre-development CCDC 5B contract was signed in November 2023

#### 2.2 Design

Teal Architects have now provided drawings suitable for construction. Working with Garion Construction, they have identified some additional cost-saving measures that will ensure the success of this affordable housing project.

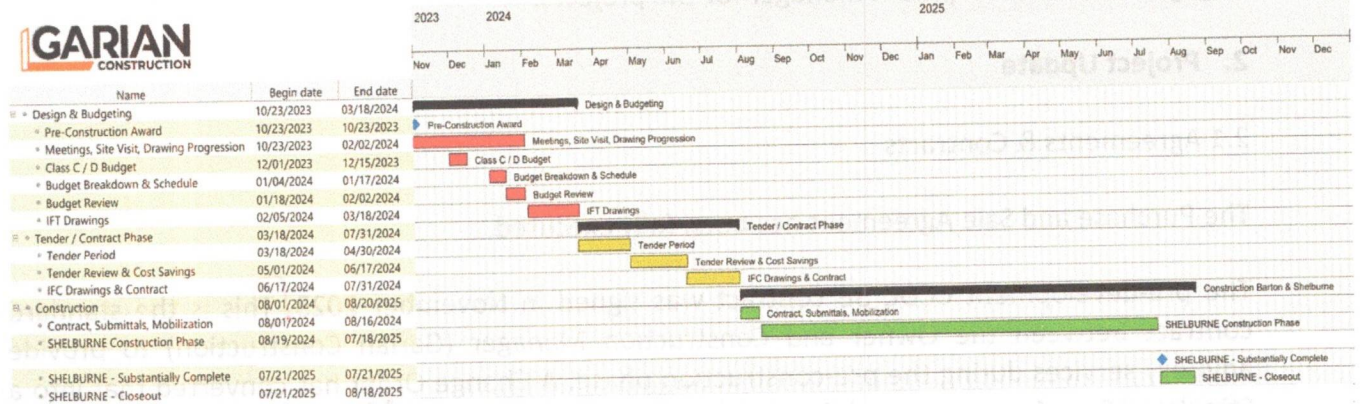


Compass has now chosen the colour palettes based on the products of the accepted bidder.



### 2.3 Schedule

Due to the delay caused by Garian’s intensive, concurrent role in both projects, construction was delayed until late July. Mobilization is currently in progress. The contractor is seeking to engage more local trades which could shorten the schedule.



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Committee	<input type="checkbox"/>
	<input type="checkbox"/>

THIS INTERMUNICIPAL SERVICES AGREEMENT made in this \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN:

**MUNICIPALITY OF THE DISTRICT OF BARRINGTON**, a body corporate pursuant to section 7 of the *Municipal Government Act*, S.N.S., 1998 c. 18  
(hereafter "Barrington")

- and -

**MUNICIPALITY OF THE DISTRICT OF SHELBURNE**, a body corporate pursuant to section 7 of the *Municipal Government Act*, S.N.S., 1998 c. 18  
(hereafter "District of Shelburne")

- and -

**TOWN OF SHELBURNE**, a body corporate pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18  
(hereafter "Town of Shelburne")

- and -

**TOWN OF LOCKEPORT**, a body corporate pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18  
(hereafter "Lockeport")

- and -

**TOWN OF CLARK'S HARBOUR**, a body corporate pursuant to section 8 of the *Municipal Government Act*, S.N.S., 1998 c. 18  
(hereafter "Clark's Harbour")

(collectively, the "parties hereto")

**WHEREAS** section 60 of the *Municipal Government Act* (the "MGA") provides for the delivery of municipal services on such terms and conditions as agreed by the Participating Municipal Units (the "PMUs"), and for the delegation of service delivery to a party to an agreement;

**AND WHEREAS** the PMUs have agreed, in principle, to provide for a coordinated joint municipal response to an emergency occurring within any PMU;

**AND WHEREAS** the parties hereto desire to develop a regional emergency response plan that includes complementary emergency management by-laws, a common risk assessment plan and Memoranda of Understanding with other interested parties;

**AND WHEREAS** the parties hereto agree to appoint and purchase the services from one PMU who will serve as the Host Unit to provide management of the service, to ensure operational efficiency and accountability to the PMUs;

**AND WHEREAS** the PMUs agree that this regional initiative will include having a Regional Emergency Management Coordinator, who shall be an employee or contractor of the Host Unit, a Regional Emergency Management Advisory Committee ("REMAC"), comprising elected officials of each PMU, and a Regional Emergency Management Planning Committee ("REMP"), comprising public sector staff and regional not-for-profit personnel;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** for and in consideration of the joint and several mutual covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is acknowledged by all PMUs, the parties hereto mutually covenant and agree with each other as follows:

#### **DEFINITIONS**

1. In this Agreement:

- (a) **Agreement** means this agreement, as may be amended from time to time;
- (b) **AREMC** means Assistant Regional Emergency Management Coordinator being the employee or contractor of the Host Unit or the existing employee of one of the PMUs responsible for assisting the Regional Emergency Management Coordinator in preparing annual work plans, budgets, outcome reports and timelines for deliverables and acting as the Regional Emergency Management Coordinator in their absence;
- (c) **ECC** means Emergency Coordination Centre.
- (d) **EMA** means *Emergency Management Act*, S.N.S., 1990, c. 8, as amended;
- (e) **Emergency** has the same meaning as in the EMA;
- (f) **Fiscal Year** means the 12-month period beginning April 1 and ending March 31 of the following calendar year;
- (g) **Host Unit** means the PMU authorized by the parties hereto to provide general management and administration of regional emergency services, including, without limitation, accounting, legal, human resource and administrative oversight per this Agreement;
- (h) **MA** means Municipal Administrators, which includes Chief Administrative Officers and Clerks as defined in the MGA or successor legislation as may be enacted from time to time;

- (i) **MGA** means *Municipal Government Act, S.N.S., 1998, c. 18*, as amended;
- (j) **PMU** means participating municipal units to this agreement, being the parties hereto;
- (k) **REMAC** means Regional Emergency Management Advisory Committee, being the Warden or Mayor, as the case may be, and one member of Council of each PMU;
- (l) **REMC** means Regional Emergency Management Coordinator, being the employee or contractor of the Host Unit responsible for preparing annual work plans, budgets, outcome reports and timelines for deliverables;
- (m) **REMO** means Regional Emergency Management Organization, being the REMAC, the REMC and the REMPC, and is the municipal emergency management organization of the PMUs pursuant to s. 10 (1) (c) of the EMA;
- (n) **REMP** means Regional Emergency Management Planning Committee, being the committee comprising public sector staff and not-for-profit personnel detailed in Schedule B;
- (o) **Special Resolution** means a motion introduced at a duly called meeting that is passed by a majority of the PMUs;
- (p) **State of Local Emergency** has the same meaning as in the EMA;
- (q) **Term** has the meaning defined in Article 28 of this Agreement.

#### **EFFECT**

2. The parties hereto agree that this Agreement is effective as at the date first above written and replaces the 7 October 1997 Joint Emergency Services Agreement between the Municipality of the District Barrington and the Town of Clark's Harbour and the Emergency Management Response Agreement between the Municipality of the District of Shelburne, the Town of Shelburne, and the Town of Lockeport.
3. The PMUs hereby agree that the provision of services governed by this Agreement shall be managed and delivered by REMO which shall, effective as at the date of execution of this Agreement, commence operations in accordance with the provisions herein.

#### **DECLARING A STATE OF LOCAL EMERGENCY**

4. In accordance with the EMA, a Council or Councils of the parties hereto may, when satisfied that an Emergency exists or may exist in all or any area of their municipal unit, declare a State of Local Emergency.

5. If a Council(s) is unable to act promptly under section 15 of the EMA, the Wardens or Mayors, as the case may be, of those municipal units may declare a State of Local Emergency.
6. Once the State of Local Emergency is declared, and when the declared State of Local Emergency involves two or more of the parties to this Agreement, the Wardens and Mayors shall authorize, pursuant to s. 15 (1) (b) of the EMA, REMO to act in his or her stead during the declared State of Local Emergency.
7. When the declared State of Local Emergency is exclusive to one of the parties hereto, that Warden or Mayor, as the case may be, shall authorize pursuant to s. 15 (1) (b) of the EMA, REMO to act in his or her stead under the declared State of Local Emergency.
8. When the declared State of Local Emergency is exclusive to one of the parties hereto, the incremental costs incurred by REMO associated with respect to that specific declaration shall be borne exclusively by the party to which the emergency relates. Where the PMU objects to the assignment of costs, REMAC shall consider an alternate cost-sharing formula, and if not agreed by all parties hereto, the dispute provisions of the Agreement shall govern.

#### **LOCAL AND REGIONAL EMERGENCY MANAGEMENT**

9. An Emergency may be declared a State of Local Emergency by the Council or the Warden or Mayor, as the case may be, of the parties hereto in accordance with the EMA regardless of whether the State of Local Emergency is wholly or in part specific to their municipal unit.
10. Each PMU retains the authority to make decisions for its respective unit during an Emergency, irrespective of the identity or affiliation of the incident commander. This ensures that local autonomy and governance are maintained, allowing each municipal unit to address specific needs and circumstances unique to their jurisdiction while still cooperating within the broader regional emergency management framework.
11. Per section 10 of the EMA, the parties hereto agree to form and maintain REMAC to advise on emergency management plans.
12. REMAC shall serve in a standing and advisory committee capacity to the PMUs and make joint recommendations to the respective Councils of the PMUs per section 24 of the MGA and section 10 of the EMA.
13. REMAC shall operate in accordance with terms of reference appended hereto as Schedule A.
14. REMAC shall have the authority to approve budget reallocations if the total budget is not exceeded and an allocation does not involve the acquisition of tangible capital assets or long-term debt.

15. In accordance with s. 10 of the EMA, the REMAC shall act in the stead of the parties' Emergency Advisory Committees. Similarly, a REMPC and REMC will act in place of the municipal committees and coordinators.
16. Each of the parties hereto shall appoint their CAO or a designate to serve as a liaison between their respective municipality and the REMPC.
17. The REMO shall establish two ECCs within the County to ensure comprehensive coverage and effective emergency response. One ECC shall be located in the western end of the County, and the other ECC shall be situated in the eastern end of the County. These centres will coordinate emergency operations, resources, and communication during incidents, ensuring that all regions within the County receive timely and efficient support.

#### **REMO GOVERNANCE**

18. The parties hereto agree that enactment of REMO-related policies and by-laws shall be designed to be, to the extent possible, complementary policies and by-laws and require adoption of by each PMU pursuant to the MGA.

#### **PROGRAM ADMINISTRATION**

17. REMO shall be administered in accordance with Part II of the MGA. The MA of the Host Unit shall be responsible for the duties assigned to the Host Unit under this Agreement that, without limitation, include management of the REMC and administration of the REMO budgets and financial reporting.
18. The PMUs shall authorize the Host Unit to provide general management and administration of regional emergency services, including, without limitation, accounting, legal, human resource and administrative oversight subject to other provisions herein.
19. The Host Unit will employ or contract a REMC and AREMCs responsible for preparing annual work plans, budgets, outcome reports and timelines for deliverables, prepared and presented to the MAs of the PMUs, then to the Host Unit, and to the REMAC for review and approval.
20. The PMUs agree that the Municipality of the District of Barrington is the Host Unit pursuant to this Agreement, with any subsequent Host Unit appointment to occur by Special Resolution.
21. The Host Unit shall:
  - (a) procure goods and services, in accordance with the *Public Procurement Act, 2011, c. 12*;
  - (b) provide accounting services and reports to the MAs and to REMAC on a semi-annual basis that are in accordance with the Canadian Generally Accepted Accounting Principles, including financial variance reports of actual year-to-date expenditures

relative to budget, with provision of said services on a cost-recovery basis with said costs forming part of the REMO budget;

- (c) convene a minimum of two meetings per year of the PMU MAs to review work plans, progress reports, budgets, outcome reports, and financial statements prepared by the Host Unit and the REMC with such meetings to be held in advance of the applicable REMAC meetings; and
- (d) execute contracts, including, without limitation, equipment, facilities, personnel and funding agreements with other orders of government, pursuant to an approved work plan.

#### **REGIONAL EMERGENCY MANAGEMENT COORDINATOR**

- 22. The Host Unit shall employ or contract the services of a REMC and AREMCs on a part-time basis in accordance with this Agreement. The REMC and AREMCs will be employees or contractors of the Host Unit for payroll, accounting, employment rights and budget administration purposes.
- 23. The Host Unit shall oversee the work of the REMC and AREMC, ensuring that their activities are consistently monitored and coordinated, providing necessary support and resources, and reviewing their progress and performance to ensure compliance with all established policies, procedures, and legal requirements. This oversight includes facilitating communication between the committees, evaluating their reports, and conducting periodic assessments to identify areas for improvement, thereby ensuring that both the REMC and AREMC function effectively within the overall emergency management strategy.
- 24. The REMC shall be responsible for effective and efficient administration of REMO, including, without limitation:
  - (a) Development, implement and maintain a strategy that contemplates plans and operations of the PMUs;
  - (b) preparation of an annual work plan;
  - (c) preparation of an annual budget per the requisites in the financial provisions herein;
  - (d) development and circulation of an annual outcome report; and
  - (e) recommendation of policy and management procedures to REMAC and the PMUs in consultation with the REMPC to ensure a state of preparedness for emergencies.
- 25. The AREMC shall assist the REMC in effectively and efficiently completing their duties and acting as the Regional Emergency Management Coordinator in their absence.

26. The REMC shall report to the MA of the Host Unit or designate.
27. The Host Unit will provide office space for the REMC on a cost-recovery basis while the remaining PMUs will provide as-needed office space *gratis*.
28. The REMC shall develop and provide a work plan for review by the MAs of the PMUs and REMAC in January of each year and every six months thereafter, or more frequently as the PMUs may determine with a minimum of 30 days' notice to the REMC.

#### **REGIONAL EMERGENCY PLANNING COMMITTEE**

29. The parties hereto agree that REMO shall form and maintain a REMPC in accordance with terms of reference appended hereto as Schedule B.

#### **TERM AND TERMINATION**

28. The term shall commence on the date of execution of this Agreement and end on 31 March 2024 and shall continue year over year for each Fiscal Year (the "Term") subject to annual reviews for contract adjustments that will be considered by 31 December each year, including without limitation annual adjustments to Schedule C.
29. The parties hereto may elect to terminate this Agreement for any reason at any time on agreement of all parties hereto in writing, without liability, with sixty (60) days' written notice.
30. Upon termination of this Agreement, the current assets of the REMO are vested in the PMUs who are parties to this Agreement at the time of termination and those PMUs are responsible for the liabilities of the REMO in proportion to their accumulated contributions to the REMO.

#### **WITHDRAWAL**

31. A PMU may withdraw from this Agreement at the beginning of any Fiscal Year by providing written notice to the other PMUs a minimum of twelve (12) months in advance of the commencement of the Fiscal Year in which they intend to withdraw.
32. Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the REMO incurred up to the date of the withdrawal and any severance, penalty or other costs necessarily incurred by the REMO as a result of the withdrawal.
33. It is further agreed by the PMUs that the remaining PMUs shall not be financially responsible for costs incurred by a withdrawing PMU.

#### **REMO ACTIVATION**

34. REMO shall be activated by the Host Unit, at the request of any PMU, to increase the resources and scope of a municipal response, and the REMC shall initiate the response

through the Emergency Coordination Centre (ECC) at the level appropriate to the emergency.

35. The regional ECC is a centralized coordination facility located within the Municipality of Barrington's Administrative Centre at 2447 Highway 3, pursuant to section 20 of this Agreement.
36. REMO may operate, maintain and manage physical facilities for emergency responses at the scene or at the ECC.
37. The REMC is responsible for ensuring that Nova Scotia Emergency Management Organization ("NSEMO") is informed of any activation of REMO.

#### **REMO OPERATION**

38. REMO, via the REMC, shall be directly responsible for resource coordination to conduct emergency response operations, and shall keep the MAs and NSEMO informed.
39. In the event REMO capacity is or is likely to be exceeded, REMO, via the Host Unit, will engage support from other agencies as required, and to that end shall develop regional agreements with other REMOs with said agreements being administered pursuant to provision 21(d) of this Agreement.

#### **FINANCIAL – REMO OPERATIONS**

40. Allocation of budgeted costs shall be made in accordance with Schedule C hereto with said Schedules forming part of this Agreement.
41. The Host Unit shall invoice the PMUs for their *pro rata* share of the annualized budget in Schedule C at the start and mid-point of each Fiscal Year.
42. The Host Unit, through the REMC, shall prepare and submit an annual budget by December 31 of each Fiscal Year for presentation to the MAs of the PMUs and then to REMAC for review and approval by April 1 of the succeeding Fiscal Year.
43. In the event any PMU objects to a change to the budget allocation or an increase to the budget (the "Objecting PMU"), the Objecting PMU may register its opposition to the same and thereafter, may require that the budget be approved as a Special Resolution. Failure to receive support of a Special Resolution shall require the Host Unit to propose a new budget that offers a remedy to the objection.
44. Upon approval, the budget shall be provided to the MA of each PMU.
45. Budget overages will require prior approval of all PMUs.
46. In the case of a surplus or deficit, it shall be maintained in a shared services reserve for future incidentals that may be incurred. In the case of a deficit where the reserve cannot

support the deficit, it shall be incorporated into the next annual estimated budget and be shared among the PMUs based on the cost-sharing formula in Schedule C for that year. In the event of a surplus, the surplus funds shall be carried forward and incorporated into the estimated budget for the following fiscal year. The Host Unit will advise the PMUs of the status of the reserve annually.

#### **FINANCIAL – EMERGENCY EVENTS**

47. Any PMU may request resources from the other parties hereto as required, to be provided at cost to the requesting PMU. Fire response shall continue to be delivered and cost-shared in accordance with the terms of the Shelburne County Fire or Emergency Mutual Aid Agreement.
49. Where an emergency event does not involve all PMUs and any PMU objects to the application of the operating cost-sharing formula in Schedule C, REMAC shall consider an alternate cost-sharing formula, and if not agreed by all parties hereto, the dispute provisions of this Agreement shall govern.

#### **INSURANCE**

50. In the event services are provided by an employee of the Host Unit, all remaining PMUs shall be named as additional insureds on the Host Unit's general liability insurance policy in the amount of \$5,000,000.
51. In the event the Host Unit provides services through a third-party services contract, each PMU shall be named as additional insured on the contractor's general liability insurance policy in the amount of \$5,000,000.

#### **DISPUTE RESOLUTION**

52. Notwithstanding any other provision in this Agreement, any dispute that cannot be resolved shall be referred to mediation. Where a dispute remains unresolved by mediation, any PMU may refer such dispute to arbitration by provision of written notice to all parties hereto. In the event of arbitration, the arbitrator appointed shall be agreed by the parties within 30 days of submission to arbitration; in default of agreement, the parties will refer their choice of arbitrator to the Supreme Court in accordance with section 12 of the *Commercial Arbitration Act* (Nova Scotia) (the "CAA"). The arbitrator shall agree to conduct the arbitration in accordance with the terms of this Agreement. The appointed arbitrator shall have all the powers given by the CAA. The award and determination of the arbitrator shall be final and binding and each party hereto agrees not to appeal from such award or determination. The costs of any such arbitration shall be borne equally by the parties unless otherwise ordered by the arbitrator.

#### **NOTICE**

54. Any notice under this Agreement, unless otherwise provided, may be given if delivered or mailed, postage prepaid, or by facsimile transmission or electronic transmission to:

Municipality of the District of Barrington  
c/o MA  
2447 Highway 3  
PO Box 100  
Barrington, NS B0W 1E0

Town of Shelburne  
c/o MA  
168 Water Street  
PO Box 670  
Shelburne, NS BOT 1W0

Municipality of the District of Shelburne  
c/o MA  
136 Hammond Street  
PO box 280  
Shelburne, NS BOT 1W0

Town of Lockeport  
c/o Clerk/Treasurer  
26 North Street  
PO Box 189  
Lockeport, NS BOT 1L0

Town of Clark's Harbour  
c/o Clerk/Treasurer  
2648 Main Street  
Clark's Harbour, NS B0W 1P0

#### **APPLICABLE LAW**

55. The law governing this Agreement and any action, matter or proceeding based upon or relating to this Agreement shall be the law of the Province of Nova Scotia and the Court of Nova Scotia shall have exclusive jurisdiction over any action or proceeding based upon or relating to this Agreement.

#### **SEVERABILITY**

56. The parties covenant and agree that the invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision, and any invalid provision will be severable, or will be deemed to be severable.

#### **WAIVERS AND AMENDMENTS**

57. No action by any party to this Agreement shall be construed as a waiver saving express written provision of such waiver, and this Agreement shall not be amended saving express written provision of such amendment by all parties hereto.

#### **RELATIONSHIP OF PARTIES**

58. The PMUs intend that the parties hereto shall not be treated as partners or members of a joint venture for any purpose.

#### **FURTHER ASSURANCES**

59. The parties hereto agree to execute and deliver any further documents or assurances or to furnish any further information or perform any other act reasonably necessary to give full effect to the terms herein.

**EXECUTION**

60. This agreement may be executed in counterparts and may be executed and delivered via facsimile or email transmission, including signatures with counterparts and facsimile or emailed copies shall together constitute one and the same agreement with the same effect as if originally executed and delivered.

**TIME**

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

**ENUREMENT AND ASSIGNMENT**

62. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors and administrators and permitted assigns. This Agreement may not be assigned by any PMU without the written consent of the other parties hereto and subject to compliance with the MGA.

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

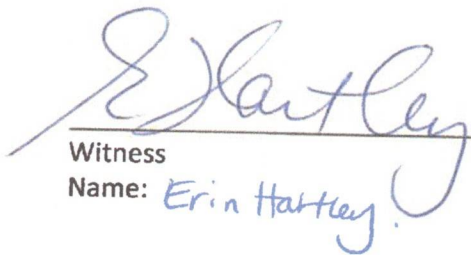
**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

**MUNICIPALITY OF THE DISTRICT OF BARRINGTON**

Per:


\_\_\_\_\_  
Witness  
Name:

\_\_\_\_\_  
Name:  
Title:

  
\_\_\_\_\_  
Witness  
Name: *Erin Hartley*

**MUNICIPALITY OF THE DISTRICT OF SHELBURNE**

Per:

  
\_\_\_\_\_  
Name: *WARREN MACLEOD*  
Title: *CAO*

**TOWN OF SHELBURNE**

Per:

\_\_\_\_\_  
Witness  
Name:

\_\_\_\_\_  
Name:  
Title:

**TOWN OF LOCKEPORT**

Per:

Witness  
Name:

Name:  
Title:

**TOWN OF CLARK'S HARBOUR**

Per:

Witness  
Name:

Name:  
Title:

This Agreement shall remain in full force and effect until the parties have agreed in writing to amend, modify or terminate the same. This Agreement shall not be assigned by any party without the written consent of the other party herein and subject to compliance with the Act.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

MUNICIPALITY OF THE DISTRICT OF  
BARRINGTON

SIGNED, SEALED AND DELIVERED IN THE  
PRESENCE OF

Witness  
Name:

Witness  
Name:

MUNICIPALITY OF THE DISTRICT OF  
SHELBURNE

  
Witness  
Name:

TOWN OF SHELBURNE

Witness  
Name:

Witness  
Name:

TOWN OF SHELBURNE

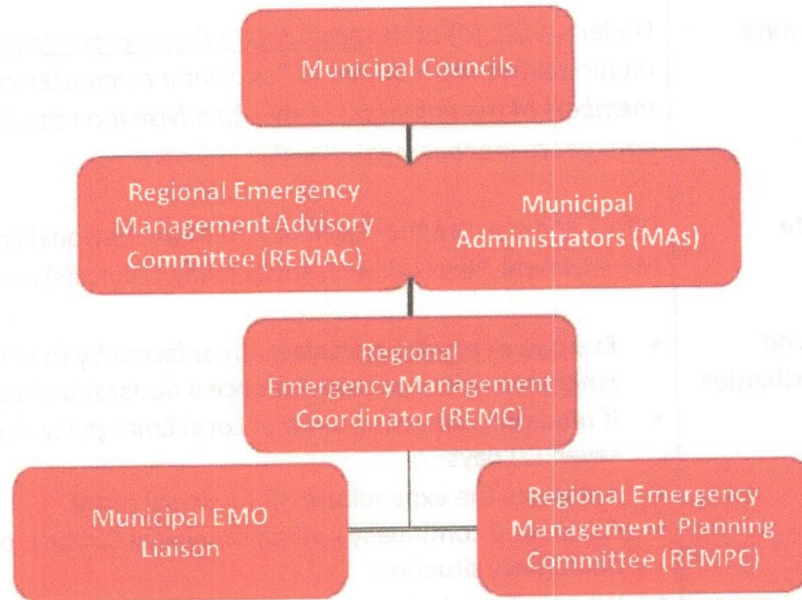
**SCHEDULE A**  
**TERMS OF REFERENCE**  
**REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE (REMAC)**

<b>Committee</b>	REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE (REMAC)
<b>Background</b>	Under s. 10(1)(d) of the <u><a href="#">Nova Scotia Emergency Management Act</a></u> , municipalities are required to "appoint a committee consisting of members of the municipal council to advise it on the development of emergency management plans"
<b>Mandate</b>	Direct and oversee the development of the Regional Emergency Management Plans (REMPs) and briefing Council(s) on same
<b>Duties and Responsibilities</b>	<ul style="list-style-type: none"><li>• Exercise all powers necessary as conferred by the <i>Provincial Emergency Management Act</i> once a declaration has been made</li><li>• If required, renew the State of Local Emergency declaration every seven (7) days</li><li>• Authorize the expenditure of municipal funds</li><li>• Advise and continually update Municipal Councils on the current emergency situation</li><li>• When safe and appropriate, visit the emergency site(s)</li><li>• When and if required, and in conjunction with the Public Information Officer, brief the media</li><li>• When and if necessary, through the Public Information Officer, inform the public of significant developments occurring</li><li>• Ensure that appropriate information is passed to Provincial Authorities</li><li>• Provide oversight of the Regional Emergency Management Work Plan</li><li>• To approve plan amendments proposed by the Regional Emergency Management Planning Committee (REMPC)</li></ul>
<b>Committee Chair</b>	The Chair of the Shelburne County Regional Emergency Management Advisory Committee (REMAC) shall be determined by the Committee at the first meeting of each calendar year.
<b>Composition and Terms of Service</b>	<ul style="list-style-type: none"><li>• The Regional Emergency Management Advisory Committee shall be comprised of two (2) members of the Councils participating in the Intermunicipal Services Agreement</li></ul>

**Schedule of Meetings**

- The Municipal Council representatives on the REMAC shall be appointed for two-year terms of office with said terms/dates being set to align with the dates of general municipal elections.
- The Regional Emergency Management Advisory Committee shall meet not less than quarterly (4 times per year).

**Committee Structure**



The Regional Emergency Management Coordinator (REMC) shall attend in an *ex officio* capacity, and pursuant to s. 31(2)(a) *Municipal Government Act*, MAs may attend and make observations and suggestions.

The Committee shall advertise and convene in public session subject to provisions of s. 22 *Municipal Government Act* (open meetings and exceptions).

**Meeting Quorum**

Meeting Quorum shall be 50% plus 1 of the elected members.

**Agenda Items and Minutes**

- Administrative support (Recording Secretary) shall be provided by the municipality of the Chairperson
- All Agenda items must be forwarded to the Recording Secretary within ten (10) working days of the next scheduled meeting.

**Review of  
Terms of  
Reference**

- The Agenda with related documents will be made available to the Committee members three (3) working days prior to a scheduled meeting
- The meeting Minutes will be made available within ten (10) working days of the meeting

The REMAC Terms of Reference are to be reviewed by the REMAC every two (2) years.

**SCHEDULE B**  
**TERMS OF REFERENCE**  
**REGIONAL EMERGENCY MANAGEMENT PLANNING COMMITTEE (REMPC)**

<b>Committee</b>	REGIONAL EMERGENCY MANAGEMENT PLANNING COMMITTEE (REMPC)
<b>Background</b>	<p>A cooperative partnership has been established operating under the name of Shelburne County Regional Emergency Management Operation (REMO). The purpose of REMO is to provide comprehensive emergency services to the region, to render mutual aid with respect to personnel and equipment during an emergency, and for joint provision of service and facilities by the Municipality of the District of Barrington, Municipality of the District of Shelburne and Towns of Shelburne, Lockeport and Clark's Harbour (the participating municipal units). The Shelburne County REMO has been formed pursuant to s. 10(1)(b) of the <a href="#">Nova Scotia Emergency Management Act</a>, and through an Intermunicipal Services Agreement enabled under s. 60 <i>Municipal Government Act</i>. Through these authorities, the participating municipal units have determined that a Regional Emergency Management Planning Committee (REMPC) should be formed to provide advice and guidance relative to emergency planning.</p> <p>Shelburne County comprises a land area of 2,463 km<sup>2</sup>, with a total population of 13,704 and a population density of 5.6/km<sup>2</sup> (as of the 2021 Census of Population conducted by <a href="#">Statistics Canada</a>) – see <a href="#">Annex A, Shelburne County Map</a>.</p> <p>Shelburne County is a dynamic industrial, agricultural, commercial, residential community that has the potential to be affected by a number of natural and man-made disasters or emergencies.</p> <p>Disasters and major emergencies can present challenges for Shelburne County. The effective exchange of emergency information with the community, and more importantly, those impacted directly by an emergency event is critical to a successful response. Planning for this exchange of emergency information between internal and external stakeholders, the community (both residents and businesses) and the media greatly increases the County's chances of an effective response and organized recovery from the emergency.</p>

**Mandate**

The role of the Regional Emergency Management Planning Committee is to:

- provide interactive communication among affected parties and municipal staff on matters of Emergency Management;
- promote education, integration and training as necessary; and
- when needed, include measures to enhance personal preparedness and business continuity, and to advise the Regional Management Advisory Committee (REMAC).

**Duties and Responsibilities**

- Contribute to the identification of risks arising from emergencies in Shelburne County;
- Provide information and expertise relating to the occurrence and mitigation of potential emergencies in Shelburne County;
- Contribute to the continuous improvement of the Regional Emergency Management Plan (REMP) through monitoring, review and development. (Coordinated by the Shelburne County Regional Emergency Management Coordinator);
- As required, participate in functional sub-committees and work groups to plan for specific emergencies, address issues, and develop and implement projects;
- Support the development of Plans to address emergencies based on existing and emerging hazards;
- Contribute to testing components of the REMP through the development and participation in emergency exercises; and
- Advise the Regional Emergency Management Advisory Committee (REMAC) on development and amendment of Regional Emergency Management Plans

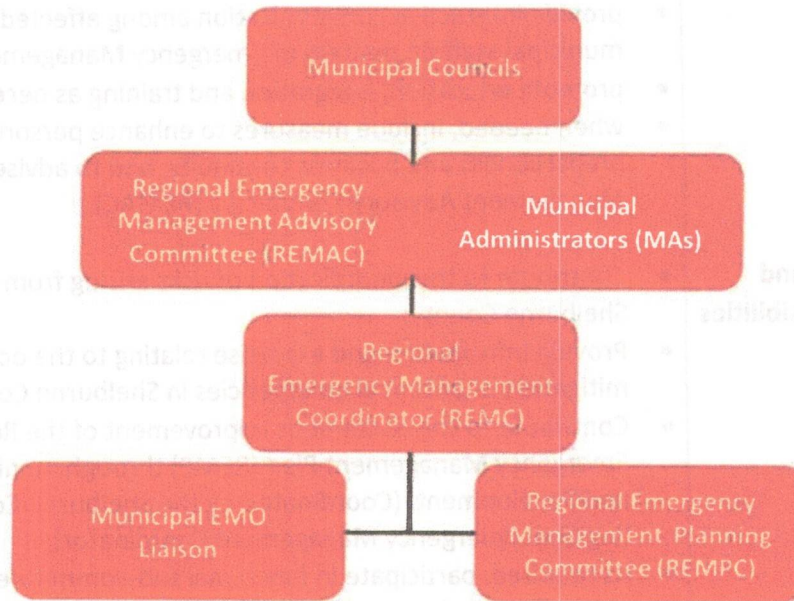
**Committee Chair**

The Chair of the Shelburne County Regional Emergency Management Planning Committee is the Regional Emergency Management Coordinator (REMC).

**Schedule of Meetings**

- Four meetings per fiscal year with additional meetings to be scheduled if deemed necessary by the Committee As required for special projects and initiatives.
- After a major emergency or incident that required the use of the REMP, or organizational changes.
- After significant amendments have been made to the REMP through review or legislative changes.
- Upon identification of a new risk or hazard.

**Committee  
Structure and  
Membership**



The Committee shall convene in public session subject to provisions of s. 22 *Municipal Government Act* (open meetings and exceptions).

The standing members of the Committee shall be comprised of persons representing the following organizations and departments:

- Regional Emergency Management Coordinator (REMC)
- Alternate REMC
- Finance & Corporate Services
- Engineering
- Community Planning
- Parks and Recreation
- Fire Service
- Police Service
- Emergency Social Services
- Health Services
- Transportation Services
- Tri-County Regional Centre for Education
- Amateur Radio Group
- Ground Search and Rescue

On an adhoc basis, representatives from the following organizations and agencies may be requested to attend specific meetings:

- Provincial agencies

- Utilities
- Community Groups
- Volunteer Organizations
- Neighbouring jurisdictions
- Business and Industry
- Mutual aid partners

**Meeting  
Quorum**

Meeting Quorum shall be 50% plus 1 of the standing members of the REMPC.

**Agenda Items  
and Minutes**

- All Agenda items must be forwarded to the REMPC within ten (10) working days of the next scheduled meeting.
- The Agenda with related documents will be made available to the Committee members five (5) working days prior to the next scheduled meeting.
- The meeting Minutes will be made available within ten (10) working days of the meeting.

**Review of  
Terms of  
Reference**

The REMPC Terms of Reference are to be reviewed by the REMPC every two (2) years.

**SCHEDULE C  
REMO SHARING FORMULA**

<b>Municipal Unit</b>		<b>Barrington</b>	<b>Clark's Harbour</b>	<b>Dist. of Shelburne</b>	<b>Shelburne</b>	<b>Lockeport</b>
REMO Budget	\$46,000.00					
Equal Shares	20.00%	\$1,840.00	\$1,840.00	\$1,840.00	\$1,840.00	\$1,840.00
Population and UA	80.00%	\$16,928.00	\$1,656.00	\$13,248.00	\$3,864.00	\$1,104.00
<b>Total</b>		<b>\$18,768.00</b>	<b>\$3,496.00</b>	<b>\$15,088.00</b>	<b>\$5,704.0</b>	<b>\$2,944.00</b>
Unit % of Total		41%	8%	33%	12%	6%
<b>Related Data</b>		<b>UA</b>	<b>UA %</b>	<b>Pop</b>	<b>Pop %</b>	<b>Combined %</b>
Barrington		\$467,351,546.00	44%	6,523	48%	46%
Town. of Shelburne		\$95,464,617.00	9%	1,644	12%	10.5%
Dist. of Shelburne		\$429,641,989.00	40%	4,336	32%	36%
Lockeport		\$34,328,357.00	3%	476	3%	3%
Clark's Harbour		\$40,266,656.00	4%	725	5%	4.5%

### ANNEX A SHELburnE COUNTY MAP





**TOWN OF SHELburne**  
**WASTE DISPOSAL SOLID WASTE BY-LAW**

**BYLAW**

Document #	D24-371
Rec'd by	gaw
Date	June 14/24
<b>COPIES TO:</b>	
Council	✓
Agenda	✓
Committee	

**BE IT RESOLVED** that the Council of the Town of Shelburne, under the authority vested in it by the *Municipal Government Act, S.N.S. 1998, c. 18*, wishes to adopt the following by-law:

**A BY-LAW TO PROVIDE FOR THE PROPER SEPARATION, STORAGE, PLACEMENT FOR PICK-UP, COLLECTION AND DISPOSAL OF ALL TYPES OF SOLID WASTE RESOURCES IN THE TOWN OF SHELburne**

**SHORT TITLE:**

1. This By-law shall be known and may be cited as the "~~Waste-Disposal~~ **Solid Waste** By-law".

**DEFINITIONS:**

2. In this By-law:
  - a) "~~blue or clear bag recyclables~~" means glass bottles, glass jars, cans (whether made of aluminum, steel or tin), polyethylene plastic bottles, plastic containers, plastic bags, milk and juice cartons, tetra packs, mini-sip containers and other items as designated by Council from time to time;
  - b) "**boxboard**" means cereal, shoe, tissue, detergent, cracker, cookie, baking product and frozen food boxes, toilet paper rolls and paper towel rolls or other similar items;
  - c) "**bulky items**" means large items originating from a premises used as a residence and includes, but is not limited to: vacuum cleaners, upholstered furniture, mattresses, box springs, plastic barrels, and porcelain bathroom items such as toilets ~~and sinks~~;
  - d) "**collectible waste**" means those waste which are eligible for collection within the volume and other restrictions elsewhere in this By-law, on regularly scheduled collection days, including ~~means~~ organic materials, recyclable materials, and residual waste and **bulky items**;
  - e) "**construction or demolition materials**" means left-over material generated as a result of any form of construction or renovation and materials generated from demolition activity including but not limited to: asphalt, brick, mortar, polystyrene or fiberglass insulation, cellulose, drywall, plaster, shingles, metal and scrap wood whether or not such other materials are regulated by the Province of Nova Scotia and whether or not such material meets the definition of "C & D Debris" in the N.S.E. 1997 Guidelines for same;

- f) **"Council" or "council"** means the Council of the Town of Shelburne;
- g) **"dispose"** means any form of disposal whether temporary or permanent including the following: dump, deposit, store, place, or bury regardless of whether the material in question is dumped, deposited, stored or placed in a bin, box, other container or other containment method;
- h) **"dwelling"** means a building, or a unit in a building, occupied or intended to be occupied as a home, residence or sleeping place by one or more persons but does not include a hotel, motel, guesthouse or inn;
- i) **"eligible premises"** means all properties within the Town with the exception of certain restrictions placed on properties located on private roads as addressed elsewhere in this by-law;
- j) ~~**"fiber recyclables"** means mixed paper, corrugated cardboard, newsprint, magazines, catalogues, flyers, telephone and other soft cover books and egg cartons or other similar items as are designated by Council from time to time;~~

Replace with

**"Paper recyclables"** means newspaper, magazines, corrugated cardboard, telephone and other soft cover books, boxboard, envelopes (other than padded or bubbled), egg cartons and other similar items as are designated by council from time to time;

- k) **"food waste"** means fruit and vegetable peelings, table scraps, meat, poultry and fish, shellfish, dairy products, cooking oil, grease and fat, bread, grain, rice and pasta, bones, egg shells, coffee grounds and filters, tea leaves and bags or other similar items;
- l) **"household hazardous waste"** means any corrosive, flammable or poisonous material or substance such as oil and oil products, radioactive materials, acids, poisons, insecticides or other poisons used for agricultural purposes or for rodent control, any substance or chemical highly lethal to mammalian or aquatic life and any substance or chemical dangerous to the environment - including but not limited to: batteries, left-over liquid paint, left-over corrosive cleaners, pesticides or herbicides, gasoline, fuel oil and used motor oil, solvents and thinners, pharmaceuticals, drugs and needles, aerosol cans which contain hazardous substances, BBQ propane Tanks and small propane cylinders or canisters such as those used for camp stoves or propane torches;

- m) **"leaf and yard waste"** means grass clippings, leaves, brush, twigs, house and garden plants, sawdust and wood shavings or other similar items;
- n) **"municipal collection"** means carrying out by, or on behalf of, the Town of scheduled collection of collectible waste from eligible premises;
- o) **"Town"** or "town "means the Town of Shelburne;
- p) **"non-collectible waste"** means all material other than collectible waste and, without limiting the generality of the foregoing, includes:
- i. highly combustible or explosive materials including, without limiting, celluloid cuttings, motion picture film, oil or gasoline soaked rags, gas containers, chemicals, acids or other combustible residues, fine dry sawdust, ammunition, dynamite, or other similar material;
  - ii. materials that are considered pathogenic or biomedical including, without limiting, dressings, bandages or other infected materials or hypodermic needles discarded in the course of the practice of physicians, surgeons, dentists or veterinarians;
  - iii. carcasses or parts of any animal except food waste;
  - iv. waste listed or characterized as hazardous by any Federal or Provincial law;
  - v. transient waste;
  - vi. liquid waste or material that has attained a fluid consistency and has not been drained;
  - vii. soil, rock and stumps;
  - viii. construction or demolition materials;
  - ix. wood, wooden pallets, wooden barrels and wooden furniture;
  - x. septic tank pumpings, raw sewage or industrial sludge;
  - xi. radioactive materials;
  - xii. industrial waste from factories or manufacturing processes;

- xiii. manure, kennel waste, excreta, fish processing waste;
  - xiv. lead-acid automotive batteries and propane tanks;
  - xv. waste which has been placed for municipal collection but not in accordance with the provisions of this by-law; and
  - xvi. materials banned from landfill disposal by the N.S.E. Regulations Respecting Solid Waste-Resource Management, November, 1995, as amended – other than recyclable materials or organic materials from eligible premises.
- q) "**N.S.E.**" means Nova Scotia Environment or its successor provincial department should there be a name change;
  - r) "**occupant**" means any person who, in addition to or instead of the owner, resides in or is the lessee of, whether by way of verbal or written lease or other arrangement, a building or on a property located within the Town and includes any assignee or legal representative of same;
  - s) "**organic materials**" means food waste, leaf and yard waste, boxboard, soiled and non-recyclable paper, ashes or soot, branches and bushes, bare and natural Christmas trees and other material of plant or animal origin as designated by Council from time to time;
  - t) "**owner**" refers to the owner of property and includes a part owner, joint owner, tenant in common or joint tenant of the whole or any part of land or a building and, in the case of the absence or incapacity of the person having title to the land or building, a trustee, an executor, a guardian, an agent, a mortgagee in possession or a person having the care or control of the land or building; and, in the absence of proof to the contrary, the person assessed for the property;
  - u) "**recyclable materials**" means fiber paper recyclables, blue or clear bag recyclables and other materials of a recyclable nature;
  - v) "**residual waste**" means the following:
    - i) broken bottles, crockery and glassware – subject to the restrictions imposed elsewhere in this by-law;
    - ii) floor sweepings, pet litter, light bulbs, used disposable diapers, candy wrappers, discarded clothing and furnishings, broken toys, mats and small carpets, non-recyclable plastic and metal, non-recyclable packaging including Styrofoam™, non-repairable household goods and other household waste; and
    - iii) bulky items.

- w) **"soiled and non-recyclable paper"** means napkins, paper towel & fast food wrappers, wax paper, file folders, yellow & brown envelopes, wrapping paper, soiled pizza boxes, paper plates and cups, damp and soiled newspaper and flyers, sugar, flour & potato paper bags or other similar items;
- x) **"solid waste"** means collectible waste, non-collectible waste, special waste, construction or demolition materials, household hazardous waste, transient waste and any other waste or discarded tangible personal property;
- y) **"special waste"** means metals and white goods;
- z) **"transfer station"** means the Construction and Demolition Materials Transfer Station operated by the Town ;
  - i. "transient waste" means waste material generated outside the Town ;
  - ii. "unit" means a self-contained portion of a building occupied as a separate residence;
  - iii. "white goods" means any large household appliance including but not limited to stoves, dishwashers, washers, dryers, hot water heaters, refrigerators, freezers, dehumidifiers and air conditioners.
  - iv. **"Communal storage"** means a designated collection location, container, box or bin where any person from more than one dwelling or eligible premises place solid waste for municipal collection.

**PACKAGING FOR MUNICIPAL COLLECTION:**

- 3. No person shall place, or caused to be placed, organic materials out for municipal collection in a container other than a green cart or other very similar plastic container.
- 4. No person shall place, or caused to be placed, recyclable materials out for municipal collection in a container other than a blue ~~or clear~~ plastic bag.
- 5. Notwithstanding the immediately preceding section, corrugated cardboard shall be flattened out and secured in convenient bundles weighing no more than 20 kilograms each.
- 6. No person shall place, or caused to be placed, residual waste out for municipal collection in a container other than **a clear** ~~an opaque~~ plastic bag.

- a. **Each eligible premise is permitted to place one (1) opaque plastic bag, no larger than**

55.58cm x 60.96cm (77L) into (1) clear bag for residual waste out for municipal collection on each regularly scheduled collection day. (Reflects size of privacy bag).

**PLACEMENT OF WASTE FOR MUNICIPAL COLLECTION:**

7. Every owner or occupant shall place collectible waste or special waste out for municipal collection in a location at the end of the driveway servicing the premises from which the collectible or special waste was generated or along the shoulder of the street, road or highway which abuts the same premises and in the case of one sided collection in the safest most accessible location nearest the same premises on the appropriate side of the street, road or highway, in both cases, in a manner which does not obstruct pedestrian traffic, vehicular traffic or snow removal operations on the said street, road or highway.
8. No person shall place recyclable or organic materials out for municipal collection, if placed outside a collection bin, other than in a location as described in the preceding clause and also unless separated from other collectible waste.

**COLLECTIBLE WASTE - PREPARATION AND RESTRICTIONS:**

9. No person shall place, or cause to be placed, any collectible waste out for municipal collection on any one municipal collection day unless done so in accordance with the following restrictions:
  - i. broken bottles, crockery and glassware shall be tightly wrapped in cardboard or other suitable material and clearly marked "GLASS" in order to minimize risk of injury to municipal collection personnel;
  - ii. ashes and soot shall be completely cooled; and
  - iii. an oil tank, unless it is from a residence, must be completely empty and shall not exceed 200 gallons in capacity
10. An owner or occupant may place, or cause to be placed, any number of blue or clear-bag recyclables and fiber paper recyclables eligible for municipal collection from eligible premises.
  - a. Every owner or occupant shall place paper and boxboard into a separate bag from blue bag recyclables for scheduled municipal collection. (Addition to reflect 2 bag recyclables)
11. No person shall place, or cause to be placed, any collectible waste out for municipal collection before 12:00 noon of the day immediately preceding the day scheduled for municipal collection.
12. Every owner or occupant shall place collectible waste out for collection by 7:00a.m. of the day scheduled for municipal collection.

13. No person shall permit any empty or rejected container or any rejected materials to remain at the municipal collection placement spot after 12:00 noon of the day immediately following the day scheduled for municipal collection.
14. No person shall place, or cause to be placed, any non-collectible waste in, at or near the locations described above as being appropriate for the placement of collectible waste for municipal collection.

**MUNICIPAL COLLECTION ZONES:**

15. The Council may:
  - a. divide the Town into zones for the purpose of municipal collection of collectible waste from eligible premises on various days of the week;
  - b. designate a particular day of the week and frequency for municipal collection of collectible waste in each zone;
  - c. alter the boundaries of zones as deemed necessary on reasonable notice to the public; and
  - d. designate areas, streets, roads or collection zones where the municipal collection of waste at roadside shall be one-side collection only for the purposes of safety, efficiency and accessibility.

**MUNICIPAL COLLECTION DAYS:**

16. Regularly-scheduled municipal collection of collectible waste from eligible premises shall take place once every two (2) weeks commencing at 7:00 a.m.
17. When a regularly scheduled day for municipal collection falls on New Year's Day or Christmas Day, there shall be no municipal collection on that day and the regularly scheduled municipal collection of collectible waste will be rescheduled to an alternate day which may be:
  - a) Saturday;
  - b) combined with another municipal collection day; or
  - c) A day in the week following or preceding the normal municipal collection week.

18. The schedule of exact dates for municipal collection of collectible waste in the various zones may be published from time to time and circulated within the Municipality.

**COLLECTION OF SPECIAL WASTE:**

19. The Council may designate a day or days in the Spring, as well as a day or days in the Fall, for municipal collection of special waste as defined in this by-law.

20. No person shall place a refrigerator, freezer, air conditioner or dehumidifier out for municipal collection ~~except on a day designated by Council for the municipal collection of same.~~ (we do not pick up these items, nor can we with our service provided)

21. No person shall place, or caused to be placed, other special waste out for municipal collection except on a day designated by Council for the municipal collection of same and in accordance with the following restrictions:

- a) such special waste shall be packaged, bundled or boxed so as to facilitate removal and handling;
- b) each individual package, bundle or box of such other special waste shall not exceed 100 kgs in weight;
- c) each individual package, bundle or box of such other special waste shall not exceed 190 cm in any dimension; and
- d) the total of such other special waste, per premises, placed out for municipal collection on any one day shall not exceed 5.0 cu. m. in total volume.

22. No person shall place, or cause to be placed, any special waste out for municipal collection before 12:00 noon of the day immediately preceding the day designated by Council for municipal collection of same.

23. Every owner or occupant shall place special waste out for collection by 7:00 a.m. of the day scheduled for special collection.

24. No person shall permit any rejected or residue special waste to remain at the municipal collection placement spot after 12:00 noon of the day immediately following the day designated by Council for municipal collection of same.

**RESPONSIBILITIES OF OWNERS AND OCCUPANTS:**

25. Every owner or occupant shall:

- a) properly store all collectible waste generated at his or her premises between regularly scheduled municipal collection dates;
- b) take all reasonable measures to ensure green carts and similar plastic containers are kept in good repair and in a sanitary condition;
- c) take all reasonable measures to ensure that any solid waste container is covered and secured at all times except when being emptied or filled;
- d) clean up any type of solid waste which has escaped from its container;
- e) store collectible waste outside the main building on the eligible premises in containers which are inaccessible to pests, rodents, vermin, seagulls or animals;
- f) store any waste refrigerator or freezer either inside an enclosed and locked building or with the doors of the refrigerator or freezer removed;
- g) ensure the proper preparation of all collectible waste in accordance with this by-law; and
- h) ensure that collectible waste or special waste is placed for municipal collection in accordance with this by-law.

## REJECTION OF WASTE:

26. Any type of solid waste which has been set out for municipal collection is subject to inspection by the Town or its agents and any such solid waste found or deemed by same to not be set out in accordance with the requirements of this by-law may be rejected and not collected.

27. In the event that collectible waste or special waste is rejected for municipal collection by the Town or its agents, a tag may be affixed to each such container, bag or bundle indicating the reason or reasons for rejection and a written record of such rejection, and the reasons therefore, may be kept by the Town.

- a) Any rejection of solid waste, as designated by a rejection sticker, shall remain the property of the owner. (addition to clean up potential misinterpretation)

## COLLECTION BINS

28. Outdoor or roadside box or bin is acceptable as for placement of collectible waste provided it meets the following specifications:

- a. Constructed of wood or other material so as to be inaccessible to pests, rodents, vermin, seagulls or animals
  - b. Affixed with a securely-hinged lid weighing not more than 12 kilograms;
  - c. Shall have a support to hold the lid open while the contents are being emptied;
  - d. Be maintained at all times in a neat and sanitary condition and kept in good repair
29. White goods or other insulated boxes of any kind are not permitted to be used as a collection bin
30. The placement of any collection bin shall meet the requirements for the proper placement of collectible waste as outlined elsewhere in this by-law.
31. The area inside and surrounding any collection bin shall be kept in a neat and clean condition free of any litter or non-collectable waste

**PRIVATE ROADS:**

32. Every person whose premises is located on a Private Road may be required to, on the appropriate municipal collection day, transport all collectible waste generated from that premises to a designated location on the shoulder of the nearest public road and, in the case of one-sided collection, on the appropriate shoulder of said public road; and in such a manner not to constitute a nuisance.
33. Notwithstanding the foregoing, the Town or its agent may, at certain times of the year and depending on a variety of factors, including safety concerns and accessibility, notify owners or occupants of premises located on a Private Road that collection will take place in front of each individual premise, or certain of them, for a period of time.

**LEGAL AND ILLEGAL DISPOSALS:**

34. Except for the placement of collectible waste for municipal collection in accordance with this By-law, no person shall dispose of –or cause or permit the disposal of – collectible waste, special waste or non-collectible waste at any location or manner in the Town except as follows:
- a) backyard composting carried out in such a manner as to not constitute a nuisance;

- b) subject to any Federal or Provincial law to the contrary, the disposal of waste trees, brush or portions thereof or other organic farm or forestry waste on privately-owned forest or farm land in such a manner as to not constitute a nuisance;
  - c) subject to any Federal or Provincial law or other Town By-laws to the contrary, the disposal of aggregate, soil, bricks, mortar, concrete or asphalt pavement as fill in such a manner as to not constitute a nuisance.
35. No person shall dispose of, or cause or permit the disposal of, construction or demolition materials at any location in the Town except at the approved Construction and Demolition Materials Transfer Station.
36. No person shall dispose of, or cause or permit the disposal of, household hazardous waste at any location in the Town except at the approved Household Hazardous Waste Depot.
37. Proof that any type of solid waste, which was disposed of in contravention of this by-law, originated from a particular person, or from the residence of a particular person, shall, in the absence of evidence sufficient to convince a court to the contrary, be evidence sufficient for a court to infer that the said particular person so disposed of that solid waste, or a portion of that solid waste, or caused or permitted it to be disposed of.

**HOUSEHOLD HAZARDOUS WASTE:**

38. Every owner or occupant shall store any household hazardous waste generated by same in a safe and secure manner and place and shall deliver same, as soon as is reasonably possible, to the Household Hazardous Waste Depot.
39. No person shall dispose of, or cause or permit the disposal of, any type of household hazardous waste in or adjacent to the Household Hazardous Waste Depot after authorized staff of the HHW depot has refused to accept same.
40. No person shall dispose of, or cause or permit the disposal of, any type of household hazardous waste in or adjacent to the Household Hazardous Waste Depot when the HHW depot is not open and operational.

**MUNICIPAL SOLID WASTE MANAGEMENT FACILITY:**

41. The Construction and Demolition Materials Transfer Station operated by the Town or, on behalf of the Town, is a Municipal Solid Waste Management Facility and the operator or other authorized staff of same may refuse a load of solid

waste:

- a. which is comprised of, or contains, solid waste other than the type of solid waste for which that facility has been designed; or
- b. for which a tipping fee has not yet been set or negotiated with the solid waste generator or collector; or
- c. for which a tipping fee has not yet been paid to the facility; or
- d. for which tipping fee payment arrangements -satisfactory to the Town -have not yet been made.

42. No person shall dispose of, or cause or permit the disposal of, any type of solid waste in or at the Construction and Demolition Materials Transfer Station after authorized staff of the transfer station has refused to accept same.

43. No person shall dispose of, or cause or permit the disposal of, any type of solid waste near or adjacent to the Construction and Demolition Materials Transfer Station when the transfer station is not open and operational.

#### **GENERAL PROHIBITIONS:**

44. No person shall pick over, remove, collect, disturb or otherwise interfere with any type of solid waste or container.

45. The above prohibition does not apply to:

- a. the person who placed the solid waste or container either out for collection or into the collection bin; or
- b. Waste wood material, appliances or furniture and other reusable bulky items which have not been secured inside a regulation container.

46. No person shall dispose of any type of solid waste by the burning of same except for brush or tree limbs and only in such place and under such conditions as are permitted by any applicable Provincial or Federal laws.

#### **ENFORCEMENT AND PENALTIES**

47. Any person who disposes of solid waste other than in accordance with this by-law is guilty of a summary offense and is liable, upon conviction, to a fine of not less than Five Hundred Dollars (\$500.00) and not more than Five Thousand Dollars

(\$5,000.00), and in default of payment to a term of imprisonment not to exceed ninety (90) days.

48. Any person who violates any other provision of, or permits anything to be done in violation of, this by-law is guilty of a summary offense and is liable, upon conviction, to the following:
- i. for a first offense, a fine of not less than One Hundred Dollars (\$100.00) and not more than One Thousand Dollars (\$1,000.00) and in default of payment thereof to a term of imprisonment not to exceed thirty (30) days;
  - ii. for a second offense, a fine of not less than One Hundred Dollars (\$100.00) and not more than Two Thousand Dollars (\$2,000.00) and in default of payment thereof to a term of imprisonment not to exceed sixty (60) days;
  - iii. for each subsequent offense, a fine of not less than One Hundred Dollars (\$100.00) and not more than Five Thousand Dollars (\$5,000.00) and in default of payment thereof to a term of imprisonment not to exceed ninety (90) days.
49. Any person who obstructs or hinders any person in the performance of their duties under this by-law is guilty of a summary offense and is liable, upon conviction, to a fine of not less than Five Hundred Dollars (\$500.00) and not more than Five Thousand Dollars (\$5,000.00), and in default of payment to a term of imprisonment not to exceed ninety (90) days.
50. Pursuant to the provisions of the *Municipal Government Act*, in addition to a fine imposed for violation of this by-law a judge may order the person to comply with this by-law within a time period specified in the order.
51. Each day that a person commits any offence under this by-law constitutes a separate offence.
52. Where a breach of this by-law is anticipated or is of a continuing nature, the Town may, pursuant to the provisions of the *Municipal Government Act*, apply to a judge of the Supreme Court of Nova Scotia for an injunction or other order and the judge may make any order that the justice of the case requires.
53. Where a person is convicted of an offence under this by-law and the court is satisfied that, as a result of the commission of the offence, clean-up or site remediation costs were incurred, whether by the Town or by a person, the

Court may order the offender to pay, in addition to all other fines and penalties, restitution to the Town or person in an amount equal to the said clean-up or remediation costs.

**ADMINISTRATIVE TICKETING:**

- 54. In lieu of prosecution under this by-law the Town may, through its designated employee or employees and in its sole discretion, issue to any person it believes, upon reasonable grounds, has committed a offence under this by-law a Notice of Alleged Violation allowing the person to whom it is directed to avoid possible prosecution by means of the voluntary payment of a sum of money.
- 55. Any person who receives a Notice of Alleged Violation in relation to this by-law and where the said Notice so provides, may pay a penalty in the amount of Fifty Dollars (\$50.00) to the office of the Municipal Clerk provided that said payment is made within fourteen (14) days of the date of issuance of the Notice and said voluntary payment shall be in full satisfaction in relation to that particular Notice and shall there by release the person named from prosecution for that particular alleged violation.
- 56. The making of a voluntary payment pursuant to a Notice of Alleged Violation under the preceding section does, in no way, relieve the alleged violator from compliance with this by-law including clean-up of solid waste disposed of in violation of this by-law.
- 57. Nothing in this by-law requires the Town to issue a Notice of Alleged Violation in lieu of initiating a prosecution in relation to an alleged violation.

**REPEAL:**

The former Waste D<sup>1</sup>isposal By-law, of the Town of Shelburne is hereby repealed.

**Date: January 12, 2012**

THIS IS TO CERTIFY that the foregoing is a true copy of a by-law passed at A duly convened meeting of the Council of the Town of Shelburne, held the 7<sup>th</sup> day of December, 2011.

Hilton Chymist  
Clerk



**Staff Report from the Shelburne Events Committee**  
**Update on Dock Street Days and Upcoming Events**  
**September 3<sup>rd</sup>, 2024**

Document # D24-400	
Rec'd by JW	
Date Aug 23/24	
COPIES TO:	
Council	✓
Agenda	✓
Committee	

**Overview:**

On behalf of the Shelburne Events Committee, I am pleased to report that Dock Street Days was a huge success this year. We received a lot of positive feedback from the community, with many attendees praising the variety of activities, the fun atmosphere, and the overall organization of the event.

**Post-Event Debrief:**

Following the event, the committee met to discuss the event and go over what worked well and areas where we can continue to improve for next year. We have chosen a date for the next Dock Street Days, they will take place on July 18 and 19<sup>th</sup>, 2025. The committee is excited to build on this year's success and deliver an even better experience for the community in the future.

**Upcoming Events:**

With Dock Street Days behind us, the committee's focus has now shifted to planning our next major events:

**1. The Giant Pumpkin Festival and Regatta - October 12th, 2024**

We are in the planning stages for this highly anticipated event, which will feature a variety of activities centered around fall, pumpkins and community fun. Stay tuned for more details as we finalize the event schedule and activities.

**2. Miracle on Dock Street - December 7th, 2024**

Preparations will begin shortly for this festive event, which promises to bring holiday cheer to our town.

**Conclusion:**

These events would not be possible without the many volunteers that help to bring them to life, THANK YOU to all those who volunteered! The events committee would also like to extend gratitude to all who participated in and supported Dock Street Days.

Respectfully submitted,

Jill Webb

Member, Shelburne Events Committee and Executive Coordinator, Town of Shelburne



**Town of Shelburne**  
 Staff Report to Council – General, Cemetery and Water  
 Write-Offs 2024/25  
 September 3, 2024

Document # 124-701	
Rec'd by Gw	
Date Aug 13/24	
COPIES TO:	
Council	✓
Agenda ded for	✓
Committee	

**General Overview:**

The purpose of this report is to provide Council with a list of write-offs recommended for the 2024/25 fiscal year for General Operating, Cemetery and Water Utility.

**Background:**

In accordance with our standard practice – and the provisions of the Municipal Government Act – an annual review of Taxes, Sewer, Solid Waste, Water and Miscellaneous Billings has been conducted and there have been several amounts identified that should be written off.

**Analysis:**

It is recommended that the following accounts be written off for 2024/25:

**GENERAL OPERATING FUND:**

Old Sewer Connection Receivables (Fees \$800.00) – This amount originates from when the Sewer was initially installed and lawyers are not paying due to the fact these amounts are not on the actual receivables and are from more than 20 years ago, and no longer constitute a lien on the properties.

Pushie, Brandie Shevaunna (Mobile Taxes \$381.51) – This amount is from 2023/24 and 2024/25 Interim. This mobile was moved in early spring of 2023 and should not have been billed for 2023/24 or 2024/25. The account was appealed in 2024 and PVSC has removed the mobile from the roll.

**WATER OPERATING FUND:**

District Health Authority c/o Roseway Hospital (Water Interest \$169.57) – This amount is from 2023/24 and is for interest on Water Bills not received. Account is always paid on time and the District Health Authority does not pay interest as it is Provincial, therefore requesting interest be written off.

**CEMETERY OPERATING FUND:**

H.M. Huskilson's Funeral Homes & Crematoriums (\$414.00) – This amount is from 2021/22 and should have been reversed as it was billed in error.

**Financial Analysis:**

**All accounts within this report have been posted as uncollectible and are included in the Valuation Allowance under Liability in General, Cemetery and Water Operating Funds.**

These write-offs will have the following financial implications:

**General Operating – Valuation Allowance \$6,319.91**

Total Amount	\$1,181.51
Debit to Valuation Allowance	\$1,133.57
Debit to 2024/25 Interest Revenue	\$ 47.94

The impact to the 2024/25 fiscal year will be \$47.94 to current year revenue to be written off.

**Water Operating - Valuation Allowance \$5,243.91**

Total Amount	\$169.57
Debit to Valuation Allowance	\$152.72
Debit to 2024/25 Interest Revenue	\$ 16.85

The impact to the 2024/25 fiscal year will be \$16.85 to current year interest to be written off.

**Cemetery Operating – Valuation Allowance \$874.00**

Total Amount	\$414.00
Debit to Valuation Allowance	\$360.00
Debit to GST/HST Collections	\$ 54.00

These write offs will have no impact to the 2024/25 revenue for this fiscal year.

**Recommendation:**

**THAT** Council approve the write offs contained in this staff report.

Respectfully submitted,  
Jane Crowell, Finance Manager





NAME	ACCOUNT	ITEM	2024/25	2023/24	2022/23	2021/22	2020/21 & PRIOR	INTEREST TO DATE 7/31/24	TOTAL	24/25 ADJ TO		
										UNCOLLECTABLE	24/25 REVENUE TO DATE	HST COLLECTIONS
District Health Authority	9212	Water						169.57	169.57	\$ 152.72	16.85	

VALUATION ALLOWANCE SET UP      \$5,243.91    2.4.44.4100  
 UNCOLLECTIBLE AMNTS BUDGET    \$2,000.00    2.2.25.1500



**Town of Shelburne  
Staff Report to Council  
Equity and Anti-Racism Plan  
September 3, 2024**

Document #	D24-402
Rec'd by	JW
Date	Aug 26/24
<b>COPIES TO:</b>	
Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>

**Origin**

Municipalities and villages will be the first public sector bodies prescribed under the Dismantling Racism and Hate Act, requiring them to have plans to address systemic hate, inequity and racism by April 1, 2025. Resources to support the development of plans were released at the recent AMANS conference held at the end of May 2024.

**Background**

The Dismantling Racism and Hate Act, passed in 2022, outlines the provincial government's approach to addressing systemic hate, inequity, and racism. Recognizing the important role municipalities and villages play in addressing racism, hate and inequity, the Equity and Anti-Racism Strategy identified them as being the first public sector bodies that would be required to develop equity and anti-racism plans. This requires municipalities to undergo a planning process to identify actions that will promote equity and anti-racism by considering the needs of underrepresented and underserved communities.

Equity and anti-racism plans must be informed by engagement with underrepresented and underserved communities within the jurisdiction that the plan covers; in place by April 1, 2025; publicly available in an accessible format; and updated every three years, in line with Accessibility Act requirement.

**Discussion**

Based on discussions with representatives from the Municipality of the District of Shelburne and Town of Lockeport, it made sense to develop one plan for all three units, similar to the way the Accessibility Plan was developed. This could result in one overall plan with shared areas of focus but with each unit having their own specific action items. It was also felt that it would be more appropriate at this time to make a separate Equity and Anti-Racism plan, rather than combine it with the Accessibility Plan. The combining of plans is being encouraged by the province, however, being mindful of the diverse populations in our area, it is important to ensure that the EAR plan gets the full attention it requires. There may be a more suitable time in the future to combine the two plans.

The deadline to have a completed plan in place by April 1, 2025, is of concern being that three months have already passed for the current fiscal. Also, staff capacity is limited as priorities have already been established. However, after discussions with representatives from the Nova Scotia Office of Equity and Anti-Racism and with the regional municipal advisor, it was determined that it is most important to ensure the required development process is followed and a good faith effort is made to meet the deadline.

With this understanding, the next steps will involve determining the most effective way to develop the plan while considering the staff capacity of the three local municipal units and any resources that will be available from the NSOEAR and AMANS. It has been indicated that there will be two positions at AMANS to provide support, and funding available from NSOEAR to support municipal units with the development of their plans.

**Budget Implications**

None at this time.

**Recommendation**

THAT, Council of the Town of Shelburne partner with the Municipality of the District of Shelburne and the Town of Lockport to develop an Equity and Anti-Racism Plan for Eastern Shelburne County.

Respectfully submitted by,

Jessie Dyer  
Administration and Human Resources Coordinator

Document # D24-403	
Rec'd by JW	
Date Aug 28/24	
COPIES TO:	
Council	✓
Agenda	✓
Committee	

## Land Use Bylaw Update Report

September 3, 2024

### General Overview

On July 29, 2024 Council received a presentation from staff on the Municipal Planning Strategy (MPS) and Land Use Bylaw (LUB) providing an update on the project and highlighting some potential new policies.

### Background

Council directed staff to begin work on updates to the MPS and LUB at the April 2, 2024 Council meeting. The current MPS and LUB have not been comprehensively updated since 1988 and the Province is requiring a review of all LUB's and MPS's by 2029. There is also increasing interest in new developments, residential and commercial.

Staff completed population projections and a statistical analysis of StatsCan data for the Town. The Town is expected to grow from 1,641 (2021) to over 2,000 people by 2035 before stabilizing through 2045 and declining thereafter. The growth will primarily be seniors from within Nova Scotia (interprovincial) and seniors within Canada (interprovincial). Roughly 14% of persons looking for work are unemployed, a total of 105 people. Most residents that commute to work 83%, travel for less than 30 minutes, indicating most people work in Town or nearby.

The project remains on time and on budget and the technical phase is roughly half completed.

Phase	Time Frame
Technical Review	April 2024 - January 2025
Council Review	February 2025
Public Engagement	March 2025 – June 2025
Revisions	July 2025 – October 2025
Approval Process	November 2025 - February 2026

### Analysis

Staff have completed the review of Provincial Requirements found in:

- [The Municipal Government Act](#),
- [Minimum Planning Requirements Regulation](#),
- [Engagement Programs Content Regulation](#), and
- [Statements of Provincial Interest](#);

Work has begun to update the 47 policies in the MPS. 13 are planned to be removed or consolidated, however a final total of 48-50 policies is expected. The LUB would be updated to reflect these changes

as well. These policies will be subject to Council review (Est. Feb 2025) and public review (Est. Mar-June 2025).

Highlights of potential new or updated policies:

- Change Variance procedures – Create criteria for variances and reduce overall variance powers.
- Heritage Protections – Maintain and reinforce heritage protections, including maintaining the 35-foot building height maximum.
- Apartment Residential Zone - Create requirements for larger apartment buildings (6+ units)
- Affordable Housing – Define Affordable Housing; Review current regulations regarding tiny homes; consideration of density bonusing, inclusionary zoning and other affordable housing policies.
- Site Plan Approvals - Site plans are drawings or plan that includes written notations and can regulate buffering, retention of vegetation, lot grading, lighting, driveway access, parking location, signage, management of stormwater, all in one binding document.
- Streets, Active Transportation and Minimum Grid – Ensure good traffic and Active Transportation (walk, bike, etc) flow, as well as space for infrastructure (pipes, ditches). Minimum grid calls for a minimum number of routes/connections to complete a basic grid. Work should identify which unused streets could be declared surplus.
- Water system and Sanitary Sewer - Align zoning permissions with available infrastructure (links with sewer capacity work underway), promote use of water system, especially for larger developments.
- Stormwater – Create new requirements regarding stormwater management for larger developments. Stormwater management reduces flooding and protects the sanitary sewer from high precipitation events.
- Limited Commercial – Create a new zone that enables commercial use near residential areas that respect the residential neighbours while providing economic opportunity.
- Legal Non-Conforming (LNC) – Review current properties that are being used legally but are not in compliance with the LUB ('grandfathered' land uses) to determine what if any action is needed.
- Parkland and Amenity Space - Consider if requiring parkland and amenity space is needed to provide more space for recreation.

Additionally, the plan would clarify requirements and criteria for MPS and LUB amendments.

Currently, there are 2 properties that may request a rezoning where the proposed Apartment Residential Zone would be appropriate. However, these requests may come before all updates are completed to the MPS and LUB, expected towards the end of 2025.

**Next Steps**

**Council Review – February 2024**

Staff will provide the draft documents and a presentation to Council outlining the proposed amendments and take feedback. There may be an updated version of the documents prepared for a second Council review if needed. The scope of the changes could be review at this time as well. Council could then direct staff to formally start the MPS and LUB amendment process by engagement the public on the draft documents.

**Public Engagement – March-June 2025**

A public engagement plan will be recommended by staff and reviewed by Council following review of the draft documents in February 2025. Tentatively, the public would engaged as part of an survey and stakeholder engaged by interviews/meetings, followed by an open house meeting(s).

**Recommendation**

THAT Council directs staff to prepare updates to the Town’s Municipal Planning Strategy and Land Use Bylaw in keeping with the staff presentation of July 29, 2024, with the exception of: work related to the Apartment Residential zone and variances which are to be prepared in advance. [; and . . . ]

**Commented [MK1]:** Could add additional direction; speak to STR, etc.

# Updates on the Land Use Bylaw Review



Document # D24-403	
Rec'd by	
Date	
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Committee	

# Session Outline

July 29, 2024

- Planning Documents and Process Overview
- Project Update and Base Statistics
- Potential New Policies Part 1
- BREAK
- Potential New Policies Part 2
- Public Engagement Outline
- Surplus Roads Update

# Municipal Planning Strategy

- The MPS is high level plan that outlines how land should be used and address growth related issues, such as infrastructure expansion/enhancement
  - It contains objectives or goals for the overall plan
  - It can outline how growth will be managed
- MGA s. 217
  - (1)** A municipality shall not act in a manner that is inconsistent with a municipal planning strategy.
  - (2)** The adoption of a municipal planning strategy does not commit the council to undertake any of the projects suggested in it.

# Municipal Planning Strategy

## **Current Policy Example:**

Policy 3- It shall be the intention of Council to encourage the use of the existing sanitary sewer system and the extension of the system where practical by:

- {a) instituting a large lot requirement in the Land Use By• law for all development which is not served by the Municipal Sanitary Sewer System, and
- {b) requiring through the Town Sewer By-law that all development located within 100 feet of the Municipal Sanitary Sewer System shall be connected to the system.

# Municipal Planning Strategy

- The MPS also contains policies that are deemed significant; for examples, a number of the Town's heritage polices are found in both the MPS and LUB.
- Amendment process is at least 9 weeks, but can be much longer
- MPS amendment decisions are not appealable, but are reviewed by the Province for alignment with Provincial Policy.

# Municipal Planning Strategy

- **From the Statements of Provincial Interest:**

Planning documents must promote the efficient use of existing infrastructure and reduce the need for new municipal infrastructure.

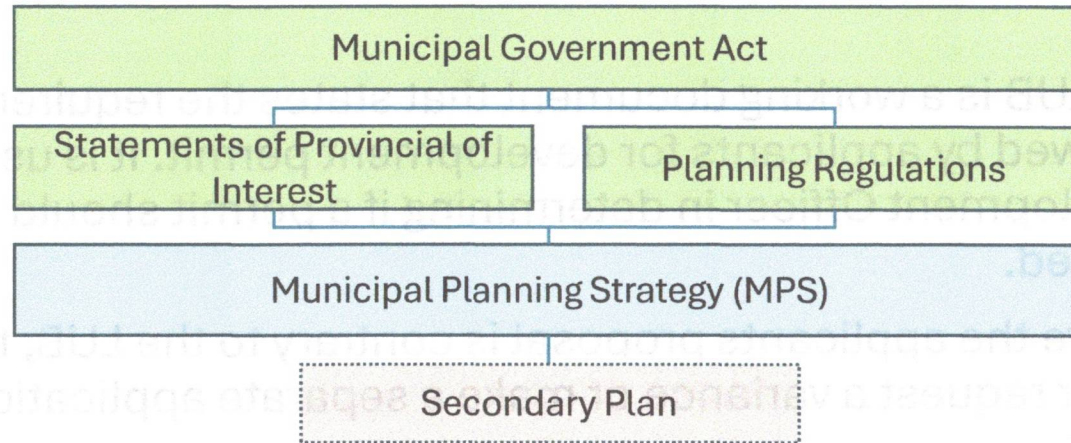
**Selected sub bullets:**

- (a) encouraging maximum use of existing infrastructure by enabling infill development on vacant land and higher density development;
- (b) discouraging development from leapfrogging over areas served by municipal infrastructure to unserved areas;
3. Installing municipal water systems without municipal wastewater disposal systems should be discouraged.
4. Intermunicipal solutions to address problems and provide infrastructure should be considered.

- **From the current MPS Policy 4 :**

It is the intention of Council to improve and expand the municipal water system and in that regard shall continue to negotiate with senior levels of government to insure that such a system can be provided at a fair and reasonable cost.

# Planning Hierarchy



# Land Use Bylaw (LUB)

- The LUB is a working document that states the requirements that must be followed by applicants for development permit. It is used by the Development Officer in determining if a permit should be approved or refused.
- Where the applicants proposal is contrary to the LUB, the applicant may either request a variance or make a separate application to amend the LUB.
- Outlines what variances, variations from the LUB, can be issued.

# Land Use Bylaw

- Amendment process is at least 6 weeks
- LUB amendments are compared against policies in the MPS
  - Where the proposed LUB amendment is contrary to the MPS, the MPS must also be amended
- LUB amendment decision are appealable to the UARB.

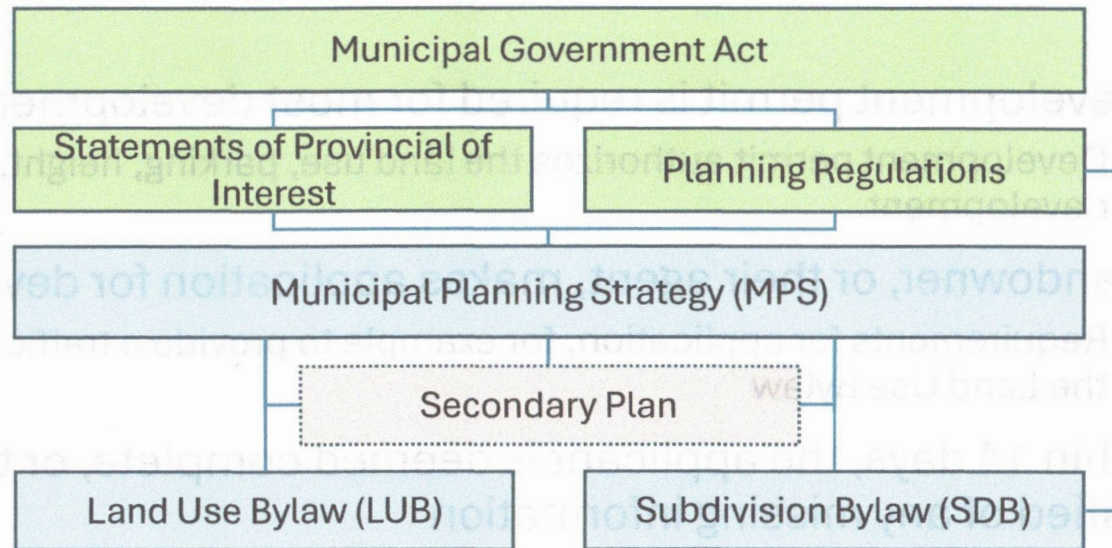
## Subdivision Bylaw

- Technical, mostly based off Provincial Regulations. Can speak to roads and park space.

# MPS – LUB Comparison

MPS	LUB
It shall be the policy of Council to regulated the height of buildings in the Land Use Bylaw	The maximum height of new development is 35 feet.
It shall be the policy of Council that development in the Forest Heights area will be Medium Density Residential	The maximum density permitted in Forest Heights will be 37 units per hectare (15 units per acre).
It is the intention of Council to improve and expand the municipal water system and in that regard shall continue to negotiate with senior levels of government to insure that such a system can be provided at a fair and reasonable cost.	NA
NA	All applications must include a signed application form and payment of the fee as outlined in the fees policy

# Planning Hierarchy

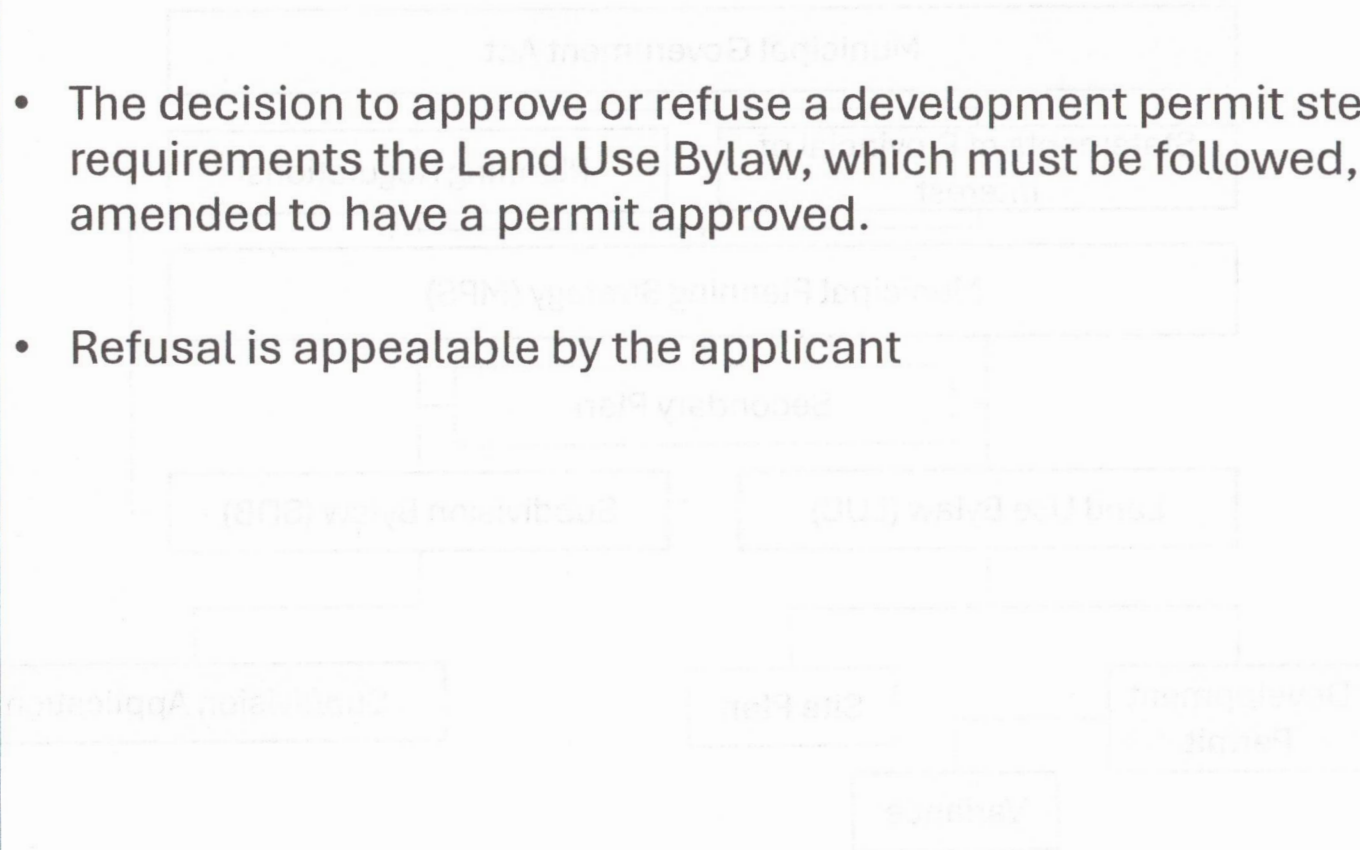


# Development Permit

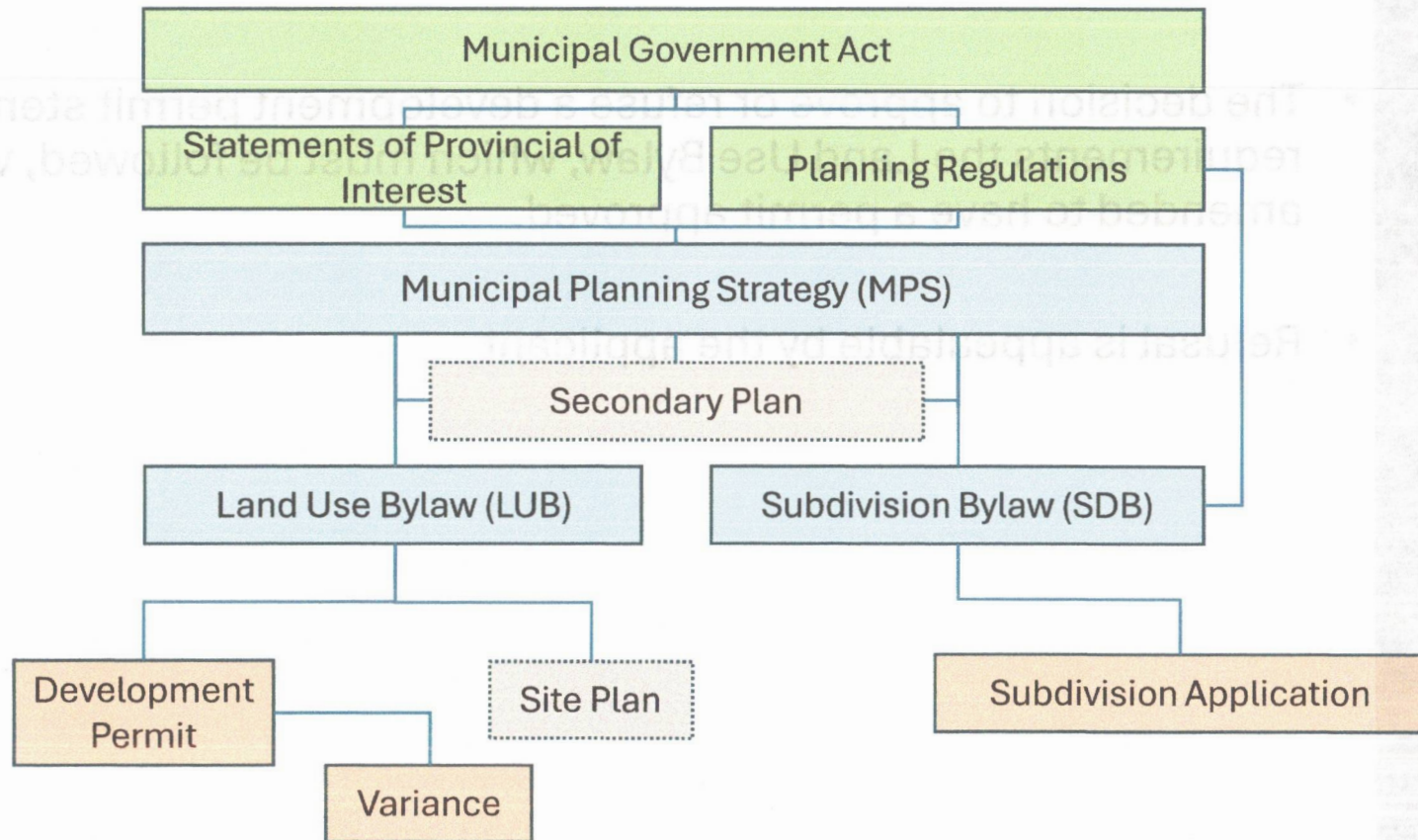
- A development permit is required for most developments in Town.
  - Development permit authorizes the land use, parking, height, and other aspects of development.
- A Landowner, or their agent, makes application for development permit
  - Requirements for application, for example to provide a traffic study, would be found in the Land Use Bylaw
- Within 14 days, the applicant is deemed complete, or the applicant is notified of any missing information
  - 30 days after the applicant is complete, the Development Officer must either approve the application, or refuse it with reasons. If the Development Officer does not provide a response within 30 days, the application is deemed refused, allowing for an appeal.

# Development Permit

- The decision to approve or refuse a development permit stems from requirements the Land Use Bylaw, which must be followed, varied or amended to have a permit approved.
- Refusal is appealable by the applicant



# Planning Hierarchy



# Project Update + Statistics

4952 to Output

11/1/2018

10/1/2018

10/1/2018

10/1/2018

10/1/2018

10/1/2018

2100 and 1000

10/1/2018

10/1/2018

10/1/2018

10/1/2018

10/1/2018

10/1/2018

2507 10/1/18

10/1/2018

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2405 10/1/18

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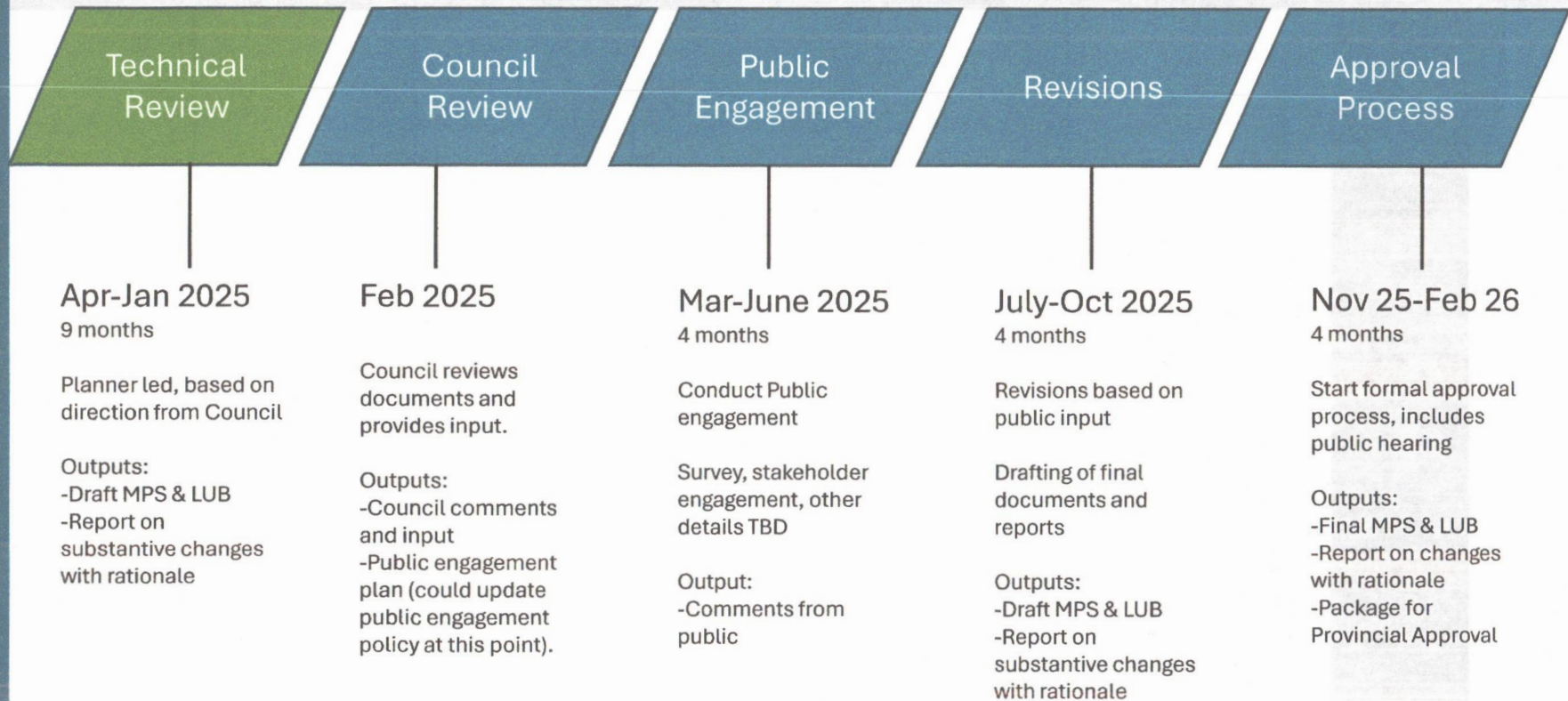
10/1/2018

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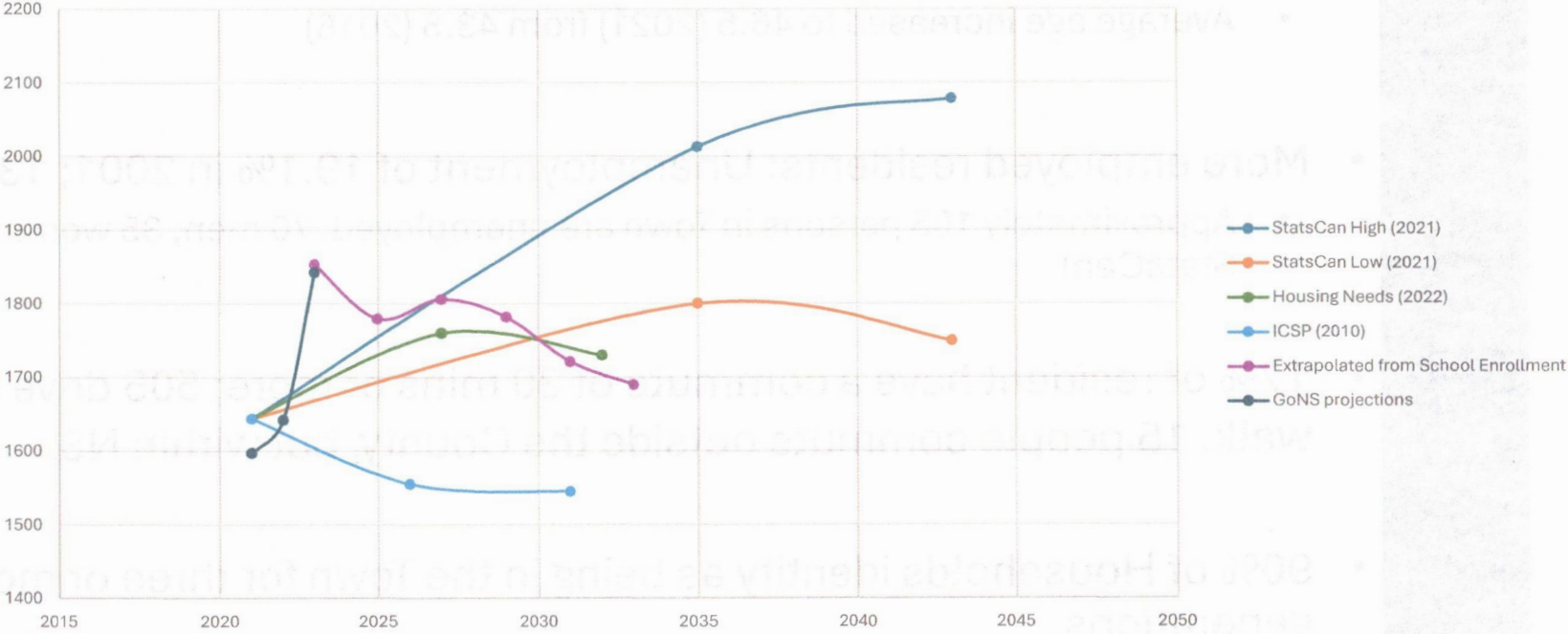
10/1/2018

# Project Timeline



# Population Projections

Town of Shelburne Population Projections



# Demographics

- Age breakdown, Seniors mainly
  - Average age increased to 46.5 (2021) from 43.5 (2016)
- More employed residents: Unemployment of 19.1% in 2001; 13.9% in 2021
  - Approximately 105 persons in Town are unemployed, 70 men, 35 women (2021 StatsCan)
- 17% of resident have a commute of 30 mins or more; 505 drive to work, 55 walk. 15 people commute outside the County, but within NS.
- 90% of Households identify as being in the Town for three or more generations.

# New Policies

- Current MPS has 47 Policies
- 13 are to be removed/consolidated
- Expected to be 48-50 policies in final draft

# Variations

- Ideally variance approval would be governed by criteria
  - Example: An applicant is looking to reduce their parking requirement. This could be approved by varying the parking requirement if certain criteria are met, such as:
    - Preserving a mature tree(s);
    - Providing bicycle parking at a rate of 3 bike stalls per vehicle stall;
    - Providing space for public art and/or landscaping; and/or
    - Providing pedestrian paths through the parking lot.
- Alternatively, there could be a reduction in overall variance powers; for example, stating that height may only be varied by up to 10% or that no variations for height will be permitted.

# Heritage Preservation

- To protect and enhance the historic waterfront, the Town may wish to consider:
  - Developing a Secondary Plan to highlight the special character of the Historic Waterfront and contain policies related to heritage preservation;
  - Explore designating a Heritage Conservation District;
  - Consider simplified development agreement process to protect and enhance heritage properties; and/or
  - Use site plan process to protect and enhance heritage properties (requires *MGA* amendments)

## Site Plan (new)

- Council may state in the LUB that certain classes of development or areas require site plan approvals before being able to apply for Development Permit
- The Site Plan process is about the site plan, that is a scale drawing of the proposed development, which must meet the site plan criteria, for example:
  - There must be a landscaped buffer 2 feet wide within 6 feet of the property line.
- Site plans require a survey, which can increase costs.
- Site plan approvals or refusals are appealable to Council.
  - The site plan process shares aspects with the Variance process



# Site Plan EXAMPLE

BREAK

# Apartment Zone (new)

- Currently the Town only permits apartments, residential buildings with 6+ units, to be located on certain streets, and requires additional parking.
- Staff propose creating a new zone that would outline the requirements for larger apartment buildings the Town is beginning to see. Potential new requirements:
  - Density Cap (units per ha/acre)
  - Stormwater management
  - Minimum buffering/landscaping
  - Amenity space requirement
- This new zone could be used to designate areas of Town for development or zone no lands and allow for landowners to apply for rezoning.

# Apartment Zone

- Example: 24 units, 2 storey, 3 buildings 2.5 acres
- Roughly 11 units per acre



# Apartment Zone

- 120 Water Street (Former Legion)
- Example: 12 unit, 0.61 acres
- 20 units per acre



# Apartment Zone

- Example: 12 units, 3 storeys, 0.55 acres
- 22 units per acre



Keyboard shortcuts | Map data ©2024 Imagery ©2024 Airbus, CNES / Airbus

# Apartment Zone

- Example: 42 units, 4 storeys, 1.7 acres
- 25 units per acre



# Affordable Housing (new)

- Defining Affordable Housing

Average Annual income of :

Minimum Wage @ 40 hrs/wk; **median** income single person household; Town's low income property tax. Then multiplied by 30% (CMHC's Definition)

=  $((31,200+24,300+34,500)/3)*30\%$ , then divided into 12 months

= \$750/month or less (one bedroom)

Similar approach can be used for two bedroom, substituting single person household for single parent household income = \$860/month or less

3 and 4 bedroom apartments will need a different approach

## Affordable Housing (new)

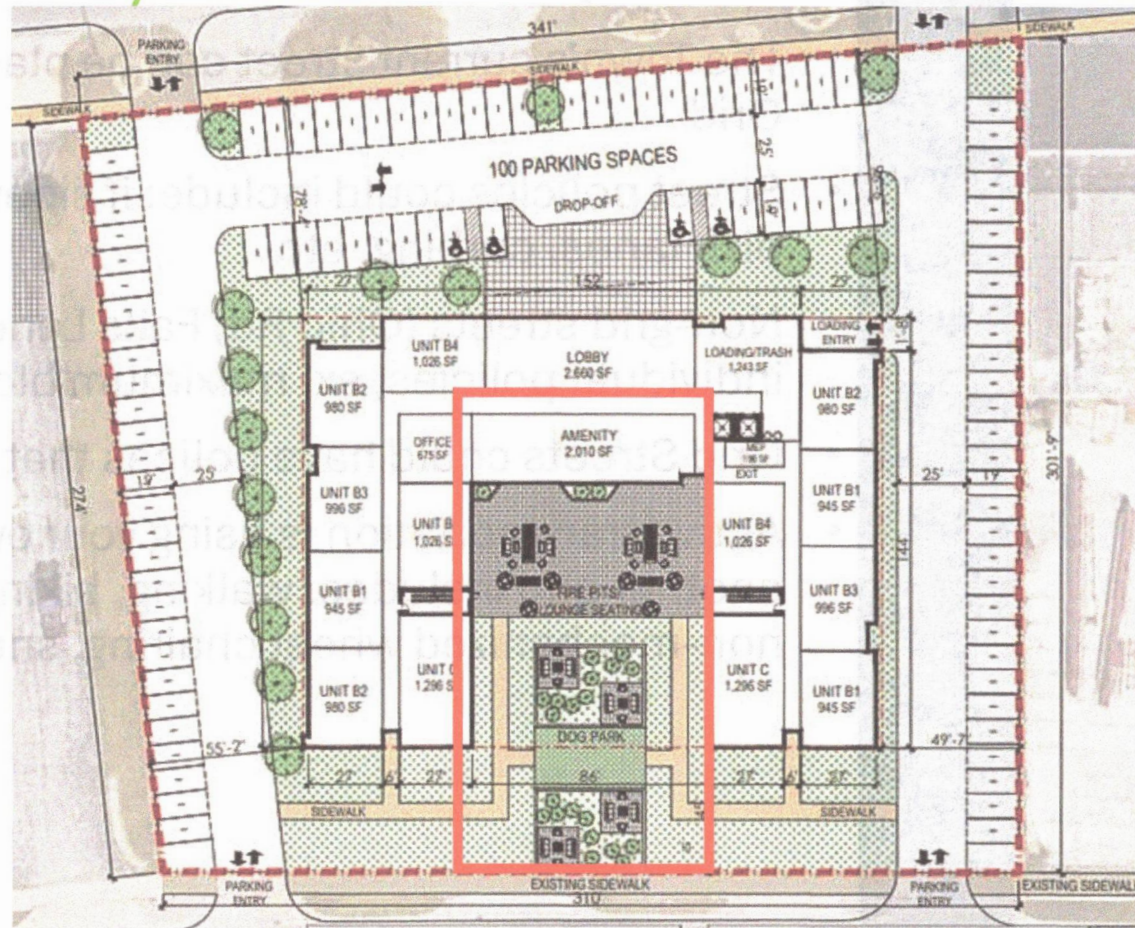
- Bonusing: Where additional density and/or height is awarded to developments that contain affordable housing.
- As an example: A typical development might be allowed up to 20 units per/ac; but if the development contains a minimum of 10% affordable units, the maximum density rises to 25 units/ac.
- However, this approach would require a development agreement, which are time consuming.

## Parkland Dedication (new)

- The Town may require an application for subdivision to provide up to 10% of the proposed land to be subdivided for use as parkland. The Town may require cash in lieu of land.
- Proposal to require 5% of land for use as parks in future subdivisions, or cash in lieu.
- However, this can increase the cost of development, reducing affordability.

# Amenity Space(new)

- The may also require an applicant for development permit to provide amenity space, which includes: open grass spaces, playgrounds, gardens, balconies, rooftop patios and indoor recreation space (gym, community room).
  - Amenity space is 'park' space dedicated to a specific development.
- This can increase the cost of development, reducing affordability.

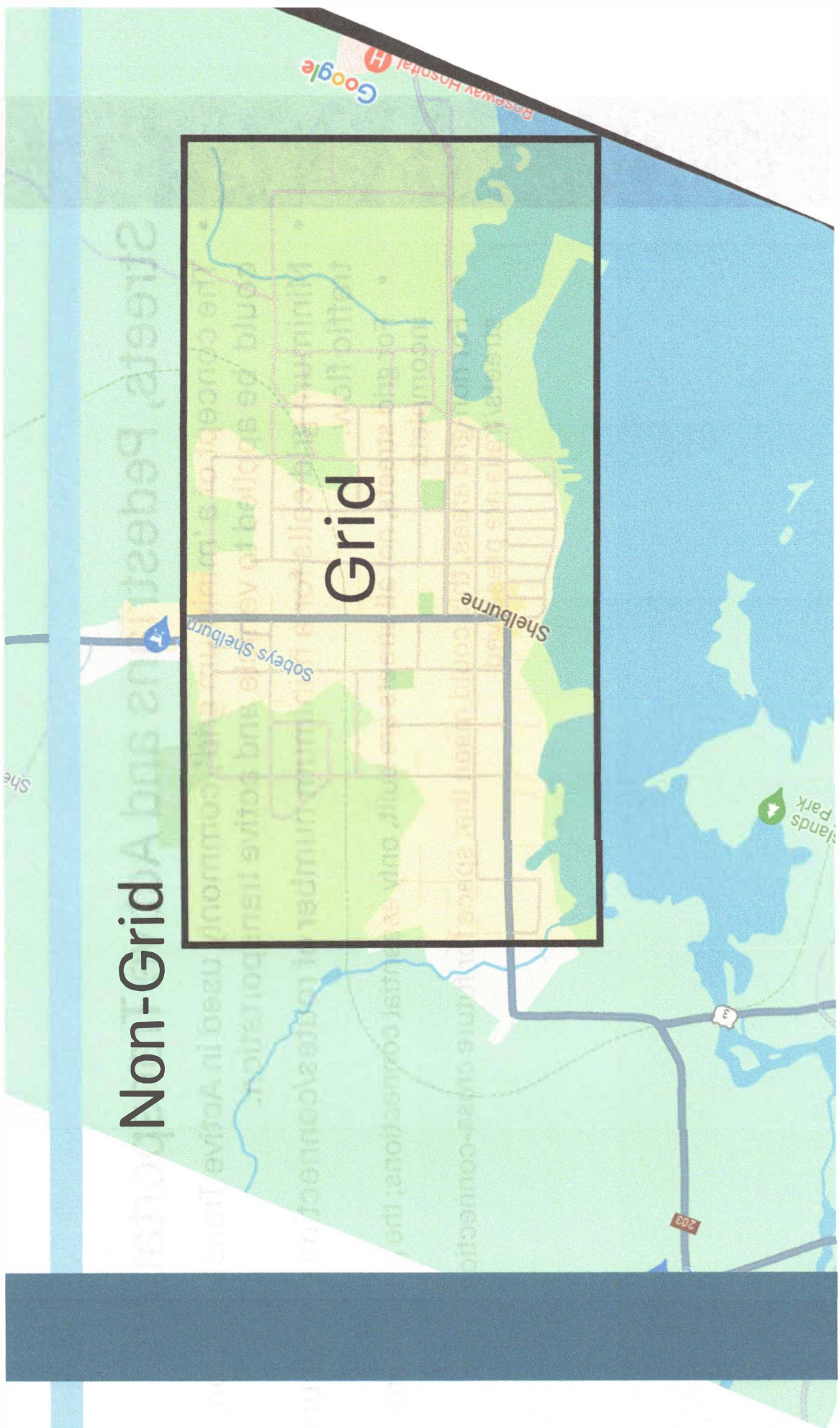


# Streets, Pedestrians and Active Transportation

- The Town's current street can be placed into two categories : Grid and Non-Grid
- Street policies could include: if sidewalks are planned, road surface width, bike lanes, curbing, etc.
- Non-grid streets (Ohio Rd, Falls Lane, Annapolis Rd, Morvan Rd) may have individual policies, ex. maximum block length
- Grid Streets could have polices that apply broadly to all streets in the grid.
- Active transportation is using your own power to get from one place to another and includes: walking, biking, skateboarding, jogging and running, non-mechanized wheel chairing, snowshoeing and cross-country skiing

# Non-Grid

# Grid



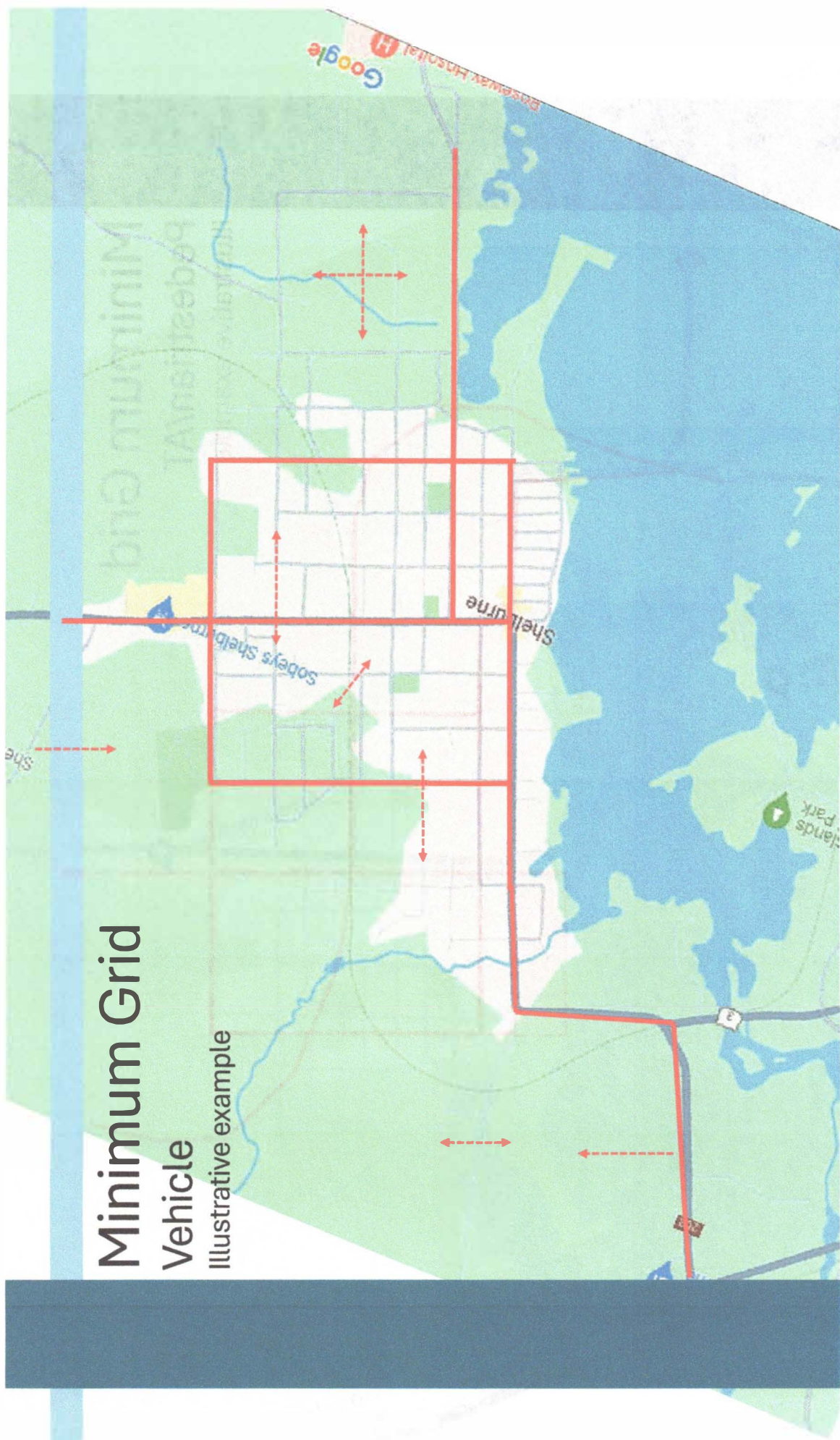
# Streets, Pedestrians and Active Transportation

- The concept of a 'minimum grid', commonly used in Active Transportation, could be applied to vehicle and active transportation.
- Minimum grid calls for a minimum number of routes/connections to ensure traffic flow.
  - For grid streets, not all streets are built, only essential connections; the grid remains incomplete
  - For non-grid areas, this could mean that space for future cross-connection streets/trails are preserved

# Minimum Grid

## Vehicle

Illustrative example





# Water, Wastewater and Stormwater

- The MPS must contain policies relating to potential expansions of the water and wastewater systems, including requirements to connect.
  - Related to wastewater capacity work underway.
- The MPS will also contain policies related to stormwater management for larger developments, ex. Apartments

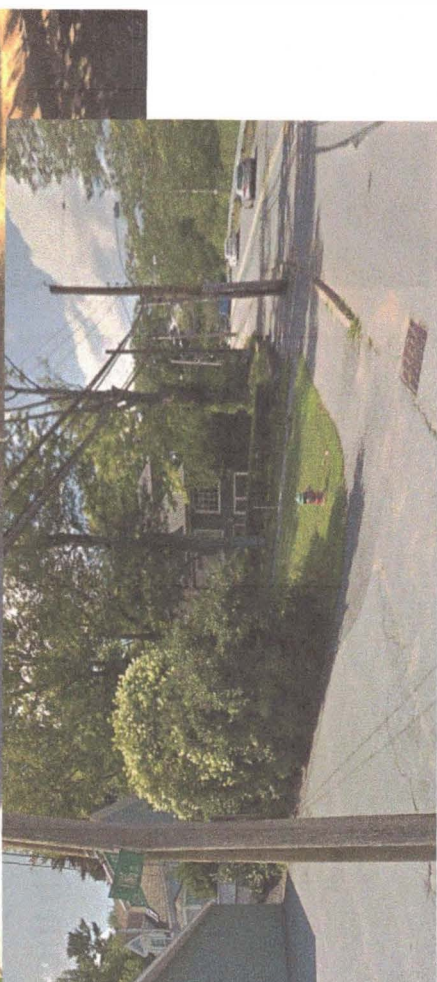
# Limited Commercial (new)

- New Commercial Zone, to be used where commercial activity is near residential areas. Zone is limited by use and area compared to current C1 – General Commercial:

Uses limited to 1500 sq feet or less:

- Office
- Artisan workshop and/or gallery
- Personnel services (hair stylist, paramedical services)
- Clinics/medical services
- Craft Food and Beverage Production
- Retail
- Animal care/kennel
- Take out food establishments, excluding drive ins
- Daycare
- Accommodations of 10 rooms or less
- Residential uses permitted in R1
- Existing uses specified in schedule XX (for LNC's)

# Limited Commercial



# Legal Non-Conforming (LNC) Uses

- A form of 'grandfathering' of land uses
- There are many LNC uses across Shelburne
- Previous attempts at regulation were repealed (1988, 1993)
- There are broadly three policy options:
  - Do not permit LNC to expand;
  - Permit LNC to expand subject to criteria
  - Allow LNC to expand with the same rights as legal uses (current policy)

# Development Agreements

- Will only be used if needed:
  - Development over 100,000 square feet (Mall is ~90,000 square feet);
  - Adult Entertainment; and
  - Scape yards, other potentially noxious industrial uses.
- To proceed with the above uses, a landowner would need to make applications to amend the MPS, LUB and enter into a development agreement (can be done concurrently)
  - Public engagement is required
  - Council approves or refuses, no appeals

# Not Under Consideration at this time

- Increase in height cap (35 feet to be maintained)
- Changes to Wind Turbine regulations

## Future Work

- Waterfront and Flooding Policies (Coastal and overland)
- Streets and Active Transportation Plan
- Parks and Open Space Plan

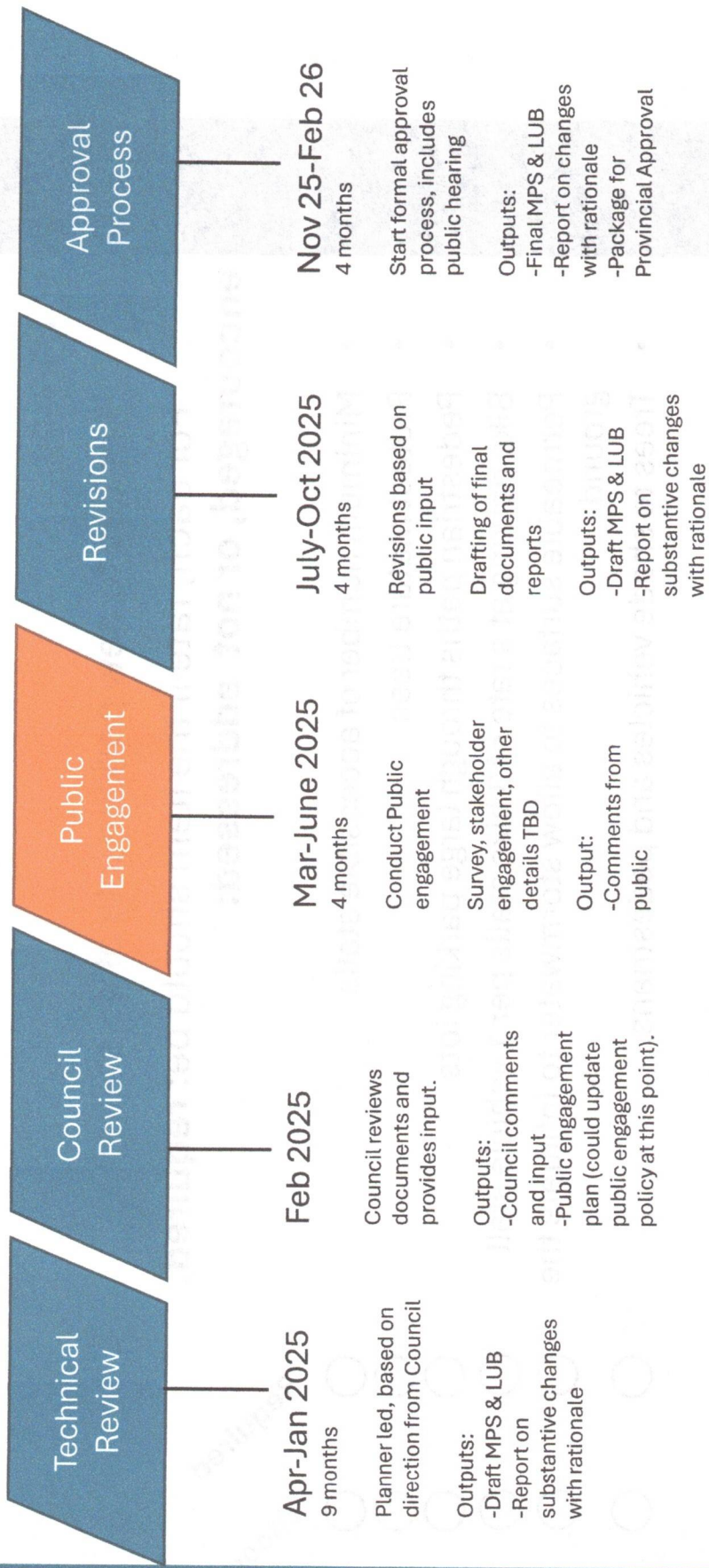
# Public Engagement Outline

- Survey out for public input for 60-90 days
- Stakeholder engagement (list of stakeholders) (OD)
- Open house/1:1 person sessions as indicated by the survey (ex. all feedback on that item) – in person consultation that is not a
- Additionally, under current policy, the Town must hold a public hearing on the subject and under the MCA must hold a public hearing on the subject

# Draft Engagement Plan

- Survey out for public input for 60-90 days
- Stakeholder engagement (list of stakeholders TBD)
- Open house/in person sessions as indicated by the survey (ex, strong feedback on apartment zone – in person session on that issue)
- Additionally, under current policy, the Town must hold a public meeting prior to first reading and under the MGA must hold a public hearing prior to second reading.

# Project Timeline



# Sample Survey Questions

- Parking

Applies to new parking lots of 4+ stalls:

For each, rate if the item should be: **required, encouraged, or not addressed:**

- Minimum number of accessible stalls  Required  Encouraged  Neither
- Protect mature trees  Required  Encouraged  Neither
- Pedestrian paths through large parking lots  Required  Encouraged  Neither
- Bike parking at a rate of 3 bike stalls per 1 vehicle stall  Required  Encouraged  Neither
- Permeable surfaces to allow stormwater to infiltrate the ground  Required  Encouraged  Neither
- Trees to shade vehicles and pedestrians.  Required  Encouraged  Neither

# Sample Survey Questions

- Business uses in residential areas should be:
  - Permitted and allowed to expand in line with businesses in industrial areas;
  - Permitted to expand in line with new rules for businesses in residential areas, examples: fencing and/or landscaping to reduce impacts; or
  - Allowed to continue to operate in residential areas but do not permit expansions

# Surplus Roads

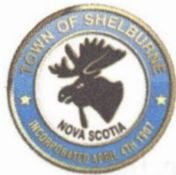
- The MPS will have policy to identify what roads are surplus.
- The MPS won't speak directly to how those surplus roads are to be sold, a subsequent policy will likely be required, with careful consideration of restrictions in the MGA. Expected late 2025.
- Then the Town could consider the sale of surplus roads. Expected early 2026.
- The land sale processes may take time and require multiple Council approvals.



Thank you!

Questions or Comments email:

[Planner@shelburnens.ca](mailto:Planner@shelburnens.ca)



**Town of Shelburne**  
 Staff Report to Council  
 September 3, 2024  
**CAO Update**

Document # D24-404	
Rec'd by <i>[Signature]</i>	
Date Aug 29/24	
COPIES TO:	
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Committee	

**1) Office Relocation:**

Town staff have successfully relocated to the new office space at 162 Mowatt Street. While the move encountered a few minor challenges, the team collaborated effectively to ensure a smooth transition. The administration team is now operating from the second floor, while the Public Works team occupies space on the ground floor.

There were a few unexpected delays with the elevator, but we anticipate the office will be fully accessible by the end of this week. Additionally, automatic doors have been installed and are fully operational, along with an intercom system at the entrance to assist the public.

The new Council chambers have been established at the Community Centre, specifically in the former Meeting Room B. This transition will be complete in time for the Council meeting scheduled on September 16<sup>th</sup>.

Once we have addressed a few remaining details related to the relocation, we will plan a grand opening event, inviting the public and our neighbours to visit our new space.

We are also in the final stages of completing the purchase and sale agreement for our previous office location at 168 Water Street.

**2) Road Trails By-Law:**

As Council may recall, a motion was made to pass the second reading of the Road Trails By-Law on July 15<sup>th</sup>, 2024. Since then, Dana Nash, our By-Law Officer, has been diligently finalizing a few details to facilitate the opening of the connecting road trail.

The Town has approved a route that connects the trail to Falls Lane and runs through Water Street, King Street, and onto Spa Road. However, the Town can only approve access on roads and streets that it owns. The remaining portion of Spa Road, which connects to another section of the trail, is owned by the Province. Dana has been collaborating with the Province to secure the necessary approval to connect this segment. Additionally, Dana is actively pursuing grant opportunities for safety and route signage. Once these final tasks are completed, we will announce the trail's opening to the public.

**3) Wastewater Facility:**

Our operators have been working overtime at the wastewater facility to investigate and resolve the ongoing issue of offensive odours coming from the plant. Our staff have engaged with the engineering team at CBCL, who originally designed and built our facility, to

assist in identifying and implementing a solution. We are confident that with their expertise, we will soon develop a plan of action to address this issue effectively.

#### **4) Community Climate Capacity (CCC) Program:**

In partnership with the Municipality of Shelburne and the Municipality of Barrington, the Town has been actively participating in the Community Climate Capacity Program. As a reminder, this program is funded by the Nova Scotia Department of Environment and Climate Change (DECC) and aims to build capacity and empower Nova Scotian communities to become more resilient to the effects of climate change.

Our team, under the leadership of climate lead, Izzie Collier from the Clean Foundation, is supported by a group of experts with knowledge in planning, mitigation, adaptation, and funding. Over the course of this three-year program, our objectives include reviewing and updating our Climate Change Action Plan, providing educational opportunities to our communities, and conducting risk management assessments related to emergency management and flood mapping.

In our most recent meeting, we discussed the Province's new Thriving Forests program.

*Nova Scotia is committed to planting up to 21 million trees as part of the national effort to plant 2 billion trees across Canada, aiming to combat climate change, mitigate biodiversity loss, and ensure the sustainability of forest ecosystems for future generations.*

*To support this initiative, the Clean Foundation is partnering with the provincial government on Nova Scotia's Thriving Forests program. This program utilizes federal and provincial funding to develop tree planting projects across the province by collaborating with interested proponents, connecting them with service suppliers, and supporting a local seed stock inventory.*

Our climate lead will continue to educate us and support resident education on programs such as the Thriving Forests to enhance community awareness and involvement.

*Respectfully Submitted,*

**Sarah Mattatall**  
**Chief Administrative Officer**



Town of Shelburne  
 Staff Report to Council  
 September 3, 2024

## Municipal Capital Growth Project- Update

D24-405	
Rec'd by Aug 29/24	
Date gw	
COPIES TO:	
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### General Overview:

The purpose of this report is to update Council regarding the progress being made on three major capital projects which are being funded on a cost shared basis between the Province and the Town. Updates have been provided to Council over the past eight months, with the latest update on March 4, 2024, related to the new Roseway Manor Project and on June 3, 2024, related to the Landfill Demolition Project.

### Background:

On March 4, 2024 the following projects were approved through the Municipal Capital Growth Program:

1. Roseway Manor Rebuild- Supporting Infrastructure- Project cost of \$1,854,726.00 with a grant of \$927,363.00
2. First Generation Landfill Decommission/Transition to Park Project- Phase 2- Project cost for phase 2 of \$609,030.00 with a grant of \$304,515.00
3. Accessibility Upgrade- Town Office Relocation- Project cost of \$171,000.00 with a grant of \$61,789.00

A grant of \$50,000.00 was also awarded towards the Accessibility Project under the Community Access-Ability Program through the Department of Community, Culture and Heritage Department.

### Analysis:

The Accessibility Upgrade related to the Town Office Relocation Project is nearing completion with the elevator awaiting a final inspection and the arrival of an accessible reception desk. Related to this project, staff are pursuing an HVAC upgrade to the "Post Office Building" with the objective of achieving an 80% rebate on the upgrade.

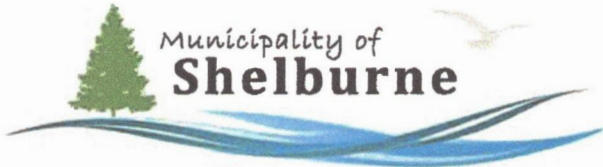
The Landfill Project process had been delayed by the necessity of completing and submitting a Wetland Altercation Application to Nova Scotia Environment and Climate Change (NSECC) due to the necessity to install three monitor wells with supporting pads in a wetland. The application was sent to the NSECC on August 20, 2024. We anticipate a response within the next two to six weeks. Subject to NSECC's response, will dictate the timing of the implementation of the monitoring wells and the necessity for a wetland compensation plan will be known. Completion of the preceding will allow us to proceed with the capping and closure of the site, which would represent to completion of Phase 2 and this specific phase of the overall project. It is planned to seek funding from other levels of Government to turn the site into a "parklike setting" which would be phase 3 of the overall project.

The Roseway Manor Rebuild- Supporting Infrastructure Project is still in the Preliminary Design phase as the following data collection activities have been

identified and are at various stages. We have identified approximately 300 potential development units which may need to be serviced by our current infrastructure, including the 112 bed nursing home. As this significant potential growth will place a possible strain on our utilities, this project is timely. Outlined below are activities which we have been undertaking to provide data to an engineering consulting firm in order for them to carry out a detailed design of our systems which will allow us to assess where development and investment in infrastructure should occur.

1. A review of our sanitary sewer by-law with “an eye” on discrepancies from our by-laws which are resulting in negative impact on our infrastructure.
2. A review of our current GIS mapping to update it.
3. During the second week of September, an engineering company will be gathering water flow data from our lines. The company will also carry out “vapor testing” which will assess where infiltration is taking place. Staff will be communicating with the Community as this is being undertaken.
4. Subject to areas of the lines which require further examination, the Town will engage a firm to undertake “camera work” in order to assess whether line replacement is required; and
5. Lifting of manholes to determine the peaks and valleys of the flows.

A meeting was held with CBCL on August 28, 2024 to discuss their engineering proposal for both project management and network analysis services during the preliminary design and the detailed design phases of this major project.



Municipality of  
**Shelburne**

Naturally Yours

Document #	D24-406
Rec'd by	<i>[Signature]</i>
Date	Aug 21 24
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**Inspection Department**

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

August 2, 2024

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

Dear Ms., Mattatall:

**Re: Monthly Building Report**

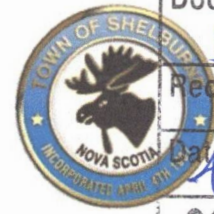
The following is the Building Inspection Report for the month of July, 2024.

Fiscal Year	2024/2025	2023/2024
Number of Permits Issued this Month	2	1
Number of Permits Issued to Date	10	8
Construction Value	\$ 5000.00	\$ 7,000.00
Total Construction to Date	\$ 475,500.00	\$ 718,000.00

Yours very truly,

**Andrew Goreham, CRBO, CFI**  
**Director of Inspection Services**

/aad



Document #	D24-407
Rec'd by	gw
Date	Aug 26/24

**Calls for Service (July 1 to July 31):**

- 24-047. Service Request:** Responded to an issue about wording on sewer by-law from a resident, spoke with public works Supervisor and CAO. **RESOLVED.**
- 24-048. Service Request:** Addressed a complaint of a sign installed on Falls Lane not following Land Use by-law. Spoke with resident, inspected sign. **RESOLVED**
- 24-049. Service Request:** Responded to an issue about a sign on Falls Lane. Resident concerned it was obstructing vision traffic and pedestrians when leaving driveway. Spoke with RCMP, inspected site, concluded with opinion from RCMP sign is not a hazard. **RESOLVED**
- 24-050. Service Request:** Investigated a report of noise by-law infraction, dogs barking all hours of night. **ONGOING**
- 24-051. Service Request:** Was notified by a resident that a patron of a Town of Shelburne Park was not following the Smoke Free Outdoor Spaces. Spoke with patron, they were not aware of policy. **RESOLVED**
- 24-052. Service Request:** During patrol noticed residents were leaving out material for collection that the waste collectors will not take. Addressed the issues with residents, materials were cleaned up. **RESOLVED**
- 24-053. Service Request:** Addressed an issue with a mooring installed without proper permission from Yacht Club or town staff. Spoke with resident who installed mooring, and it was removed. **RESOLVED.**

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**Assignments:**

- Working on the review of by-laws and Policies.
- Getting quotes on signage for Road Trails by-law.
- Getting quotes for the installation of a foul ball net at the Albert Acker ball field.
- Assisting Returning officer with technical support.

**Summary of Additional By-Law Officer Duties and Outcomes:**

- Complaint, 24-032, 24-033, 24-036, 24-041, 24-043: ONGOING.**
- Complaint, 24-031, 24-039, 24-045: RESOLVED**
- Held public consultation of Road Trails by-law.
- Assisted in small IT tasks with support from G23 Technologies.
- Conducting more frequent inspections of the Roger Grovestine Complex.
- Camera installed at Yacht club was successful, will remove in August.

Respectfully submitted,

Dana Nash

Document #  
D24-408

Rec'd by *[Signature]*  
**SHELBURNE VOLUNTEER FIRE DEPARTMENT**  
63 KING STREET, PO BOX 880  
SHELBURNE, NS  
BOY 1W0



Council	✓
Agenda	✓
Committee	

Mayor, Councillors and CAO

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

Total number of calls for service: 8

Calls for service within the Town: 6

Calls for service in the Municipality of Shelburne protection area: 2

Calls for Mutual Aid to other Municipality of Shelburne Departments:

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	3	
MEDICAL	1	2
MOTOR VEHICLE ACCIDENT	1	
STRUCTURE		
CHIMNEY/FLUE		
VEHICLE FIRE		
GRASS, BRUSH, FOREST, SOLID WASTE	1 (HANDLED BY CHIEF)	
POWER LINES		
FLOOD CONDITIONS		
BOATS/WATER RESCUE		
FUEL LEAK/SPILL		
COMMERCIAL /INDUSTRIAL ACCIDENT		

**DARRELL LOCKE, FIRE CHIEF**

[shelburnefire@gmail.com](mailto:shelburnefire@gmail.com)

**MIKE SHAND, PRESIDENT**