



**AGENDA**  
**Town Council Meeting – Town Council Chambers**  
**January 20<sup>th</sup>, 2025**  
**6:00 p.m.**

**Doc Ref:**

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**1) Call to Order**

**2) Approval of Agenda**

**3) Approval of Minutes from the regular Town Council meeting held on January 6<sup>th</sup>, 2025, and the Minutes from the Special Town Council Meeting held on January 13<sup>th</sup>, 2025.**

**4) Proclamations and Announcements:**

- a) National Non-Smoking Week – January 20-27, 2025
- b) Bell Let's Talk Day – January 22<sup>nd</sup>, 2025
- c) African Heritage Month – February
- d) RCMP Appreciation Day – February 1<sup>st</sup>, 2025

**5) Delegations/Presentation:**

- a) Kevin Curry – Sou West Nova Transit D25-018

**6) Correspondence:**

**Action:**

- a) Email from TLC Pharmacy re: Crosswalk D25-019

**Information: NONE**

**7) Council Items:**

- a) Amalgamation/Consolidation/Unification
- b) Commercial Development District By-law – 1<sup>st</sup> Reading D25-020
- c) Municipal Planning Strategy & Land Use By-law Amendments – 1<sup>st</sup> Reading D25-021
- d) Notice of Amendment to the Municipal User Fees Policy re:  
Planning and Development
- e) Low Carbon Communities Funding Award. D25-022

**8) Committee Reports:**

- a) Kids Fair Play Fund

**9) Staff Reports:**

- a) FOIPOP Fee Refund D25-023
- b) Travel Expense Policy D25-024
- c) Hospitality Policy D25-025
- d) Appointment of Building Official & Fire Inspector D25-026
- e) Heat Source at Water Plant D25-027
- f) Building Inspector Report – January D25-028

**10) New Business:**

**11) Upcoming Meetings/Events:**

- a) African Heritage Month Proclamation, Monday, February 3<sup>rd</sup>, 2025, 11am, Black Loyalist Heritage Centre, Birchtown
- b) Next Council Meeting, Monday, February 3<sup>rd</sup>, 2025, 6pm, Council Chambers, 63 King Street
- c) Public Hearing and Special Council Meeting, Wednesday, February 5<sup>th</sup>, 2025, 5:30pm & 6pm, Council Chambers, 63 King Street

**12) Adjournment**



**Town of Shelburne**  
**Minutes of the Regular Council Meeting**  
**January 6<sup>th</sup>, 2025**

**Council Members Present**

Mayor Stanley Jacklin  
Deputy Mayor Donnie Acker  
Councillor Elizabeth Acker  
Councillor Therese Cruz  
Councillor Sheldon Ringer

**Staff Present**

Chief Administrator Officer, Sarah Mattatall  
Executive Coordinator, Jill Webb  
By-law Officer, Dana Nash

**Call to Order**

Mayor Jacklin called the Council meeting to order at 6pm and welcomed everyone.

**Approval of the Agenda**

*THAT* Council approves the agenda for January 6<sup>th</sup>, 2025, Council meeting with the addition of item F. under Staff Reports – Landfill Remediation Update.

E.Acker – Ringer

**CARRIED**

**Approval of the Minutes**

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

Cruz – D. Acker

**CARRIED**

**Proclamations and Announcements:**

a) Alzheimer Awareness Month

Mayor Jacklin read:

WHEREAS: There are an estimated 16,000 people living with dementia in Nova Scotia; and

WHEREAS: It is projected that the number of people living with dementia in Nova Scotia will increase by 87% with nearly 30,000 likely to be living with dementia by 2050; and

WHEREAS: The Alzheimer Society of NS is committed to alleviating the personal and social consequences of Alzheimer's disease and other dementias and to promoting the search for the causes and cures.

THEREFORE, BE IT RESOLVED that I, Stanley Jacklin, Mayor of the Town of Shelburne do hereby declare January as Alzheimer Awareness Month in the Town of Shelburne.

b) Pay it Forward Day – In Memory of Carmen Faith Huskilson

Councillor Elizabeth Acker read:

January 12th is Pay It Forward Day, dedicated to the memory of Carmen Faith Huskilson. We invite everyone to join us in spreading kindness throughout the community and beyond. Whether helping a stranger, supporting a neighbour, or showing care to a friend, your random acts of kindness make a meaningful impact. Town Council is proud to honour her legacy and encourages you to take part too!

c) New Year's Greeting

Councillor Cruz read:

Happy New Year! As your newly elected Town Council, we are honoured to serve and represent this incredible community. We look forward to working together in 2025 to build on Shelburne's strengths, embrace new opportunities, and address the challenges ahead. With your support, we're excited to create a bright future for our town. Here's to a fresh start and a successful year ahead!

**Delegations/Presentations:**

a) Community Climate Capacity Program Presentation – Izzie Collier

Mayor Jacklin welcomed Izzie Collier to the table to begin her presentation. Ms. Collier spoke to her presentation found in the package. After her presentation there was some discussion and Council thanked Ms. Collier for coming.

**Correspondence**

**Action: NONE**

**Information:**

a) Response Letter from Minister of Justice & Attorney General Barbara Adams re: Organized Crime Unit in Southwest Nova Scotia

b) Email re: Citizens on Patrol (COP) Program

c) Letter to Millbrook First Nation re: Street Names

There was a brief discussion around this topic explaining at the last Council meeting that we made a motion to rescind a motion from January 16<sup>th</sup>, 2023, and send a letter to Millbrook First Nation explaining the meaning behind our street name Cornwallis.

*THAT Council rescind the motion from January 16<sup>th</sup>, 2023, motion #M23-050.*

**Ringer – D. Acker**

**M25-001**

**MOTION CARRIED**

d) Letter to Jared Purdy, Regional Executive Director of Education, Tri-County Regional Centre for Education re: Bussing Issues in Shelburne

e) Letter from Honourable John A. Lohr, Minister of Municipal Affairs re: Code of Conduct

f) Letter from Nova Scotia Association of Realtors

*THAT Council direct staff to contact the Nova Scotia Association of Realtors to find out how they can help us with housing issues.*

**E. Acker – Ringer**

**M25-002**

**MOTION CARRIED**

**Council Items:**

a) Roseway Manor

CAO Mattatall explained that all units involved in this have changed the date from the original motion that was December 31<sup>st</sup>, 2024, to March 31<sup>st</sup>, 2025.

*THAT Council amend the motion from September 3<sup>rd</sup>, 2024, Motion #M24-249 THAT Council agree to contact Nova Scotia Health to determine their interest in purchasing the Roseway Manor property, with a deadline to respond by December 31<sup>st</sup>, 2024 to change the date to March 31<sup>st</sup>, 2025.*

**E. Acker – D. Acker**

**M25-003**

**MOTION CARRIED**

b) GRID Program

CAO Mattatall explained that at the time there was a quick turnaround to apply for the funding and we needed a motion from Council to prioritise projects. We now want to better align the motion to suit our needs.

*THAT Council amend the motion from December 2<sup>nd</sup>, 2024, Motion #M24-286 “THAT Council prioritize the following capital projects for submission to the Growth and Renewal for Infrastructure Development (GRID) Program: 1. Dock Street Stormwater/Wastewater Line Upgrades and Associated Pumping Stations. 2. Landfill decommissioning Project (Phase 1 Continuation)” to state... THAT Council prioritizes the following capital projects for submission to the Growth and Renewal for Infrastructure Development (GRID) Program:*

1. *Wastewater Infrastructure Study & Upgrades for development Projects*
2. *Landfill Decommissioning Project (Phase 1, Continuation)*

**Cruz – Ringer**

**M25-004**

**MOTION CARRIED**

c) Deer in Town

CAO Mattatall gave some background information on what staff have been doing up to this point regarding the concerns from residents and council. She explained this was not an easy or fast process. She went over various management strategies that we have found from contacting various units as well as Department of Natural Resources and Renewables. There was discussion around this topic.

*THAT Council direct staff to continue exploring deer management solutions and send a letter to Nova Scotia Federation of Municipalities to discuss potential strategies and next steps.*

**E. Acker – D. Acker**

**M25-005**

**MOTION CARRIED**

**Committee Reports:**

a) SVFD By-law Review

CAO Mattatall updated Council on the by-law review regarding the two remaining items (honourary membership and the item surrounding the Chief and Deputy Chief annual events having a figure attached) that Council wanted addressed. There was discussion around this topic.

*THAT Council direct staff to speak with the Shelburne Volunteer Fire Department regarding these two items.*

**E. Acker – Cruz**

**M25-006**

**MOTION CARRIED**

b) Western Counties Regional Library Report – December 2024

Item was for information only.

c) Accessibility Committee Update

d) Heritage Committee Update

Councillor Cruz provided an update on the Accessibility and Heritage Committees.

**Staff Reports**

a) By-law Officer Report – November

b) Building Inspector Report – December

c) SVFD Report – October

d) SVFD Report – November

e) SVFD Report – December

Above items for information only.

f) Landfill Remediation Update

Mr. Smith explained to Council why this motion was coming to Council. We need to finish off Phase 1, so we can move into Phase 2. \* See Appendix A.

*THAT Council approve awarding a contract to prepare four drill pads to Harlow Construction for an estimated cost of \$21,000.*

**Ringer – E. Acker**

**M25-007**

**MOTION CARRIED**

**In-Camera:**

*THAT Council go in-camera at 7:19pm for matters under MGA 22 (2) (e) contract negotiations.*

**E. Acker – D. Acker**

**MOTION CARRIED**

*Council came out of in-camera at 7:49pm. No motions coming out of in-camera.*

**New Business:**

New Business was brought forward by Councillor D. Acker regarding the closure of the prosecutor’s office and wondering if the Town could do anything about it. He also wanted to mention that he received wonderful feedback regarding the Miracle on Dock Street event.

Councillor E. Acker brought forward several items under new business, Western Regional Library, Region 6, Community Development Corporation/Organization were among some of the topics.

**Upcoming Meetings/Events**

- a) Public Meeting regarding Amendments to the Town’s Municipal Planning Strategy and Land Use By-law, January 8<sup>th</sup>, 2025, 5:30-6:30pm, Council Chambers, 63 King Street.
- b) Special Council Meeting, January 13<sup>th</sup>, 2025, 6pm, Council Chambers, 63 King Street.
- c) Next Council Meeting, Monday, January 20<sup>th</sup>, 2025, 6pm, Council Chambers

**Adjournment**

***THAT*** the Regular Town Council Meeting of January 6<sup>th</sup>, 2025, be adjourned at 8:00pm.

**D.Acker**

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**Jill Webb, Exec. Coordinator**

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**Stanley Jacklin, Mayor**

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**Sarah Mattatall, CAO**



## APPENDIX A

### Town of Shelburne

#### Special Staff Report to Council

#### Landfill Remediation Update

January 6<sup>th</sup>, 2025

#### **Background:**

A quote was obtained from Harlow Construction to construct 4 permanent drill pads in order for a drilling company (Logan Geotech), selected by our contracted engineering consultants (Dillon Consultants Limited), to complete the monitoring wells. 3 of the wells are to be located in the wetlands.

#### **Analysis:**

Our Public Works staff met with representatives of Logan Geotech and Harlow Construction along with the engineering consultants onsite on December 17<sup>th</sup>, 2024 to confirm the following:

1. The most effective route for heavy equipment to construct the drill pads;
2. Pinpoint the locations of the 4 drilling locations; and
3. Determine next steps

Subsequent to the meeting, a quotation for an estimate of \$21,000 was received from Harlow Construction. The consultants confirmed that the quotation was in keeping with their original estimate of \$22,500 for 3 pads.

The Town's Procurement Policy allows approval of the sole source provider of their service as noted below:

"Sole Source"

When a sole source supplier is proposed to provide goods and/or services, a written report indicating the rationale for a non-competitive selection shall be submitted to Council for approval prior to the award of any contract.

Outlined below are points supporting a rationalization of a decision to Sole Source the contract.

1. A 3<sup>rd</sup> party has confirmed that the price of \$21,000 is reasonable as it is below their estimate of \$22,500 for the job;
2. Time is of the essence in completing the phase of the project as the monitoring wells and completion of the Phase I of the Remediation Project should be completed by March 31<sup>st</sup>, 2025, so as not to further risk the funding criteria and the seasonal component of the Alteration of the Wetland Approval;
3. Arranging a day that was acceptable to the pad installer, the driller, the consultant and our staff was a challenge. A representative from Harlow Construction was very accommodating in meeting times;
4. Harlow Construction had carried out other projects in the past and their work was reliable and proven.

**Options:**

1. Put out an RFT as a result of the price being above \$20,000; or
2. Award the contract to Harlow under the "Sole Source" section of the Town's Procurement Policy

**Recommendation:**

*THAT Council award the contract to Harlow Construction.*

Respectfully Submitted,

Ken Smith  
Deputy CAO, Town of Shelburne



**Town of Shelburne**  
**Minutes of the Special Council Meeting**  
**January 13<sup>th</sup>, 2025**

**Council Members Present**

Mayor Stanley Jacklin  
Deputy Mayor Donnie Acker  
Councillor Elizabeth Acker  
Councillor Therese Cruz  
Councillor Sheldon Ringer

**Staff Present**

Chief Administrator Officer, Sarah Mattatall  
By-law Officer, Dana Nash  
Senior Planner, Mike Kahn

**Call to Order**

Mayor Jacklin called the Council meeting to order at 6pm and welcomed everyone.

**Approval of the Agenda**

*THAT* Council approves the agenda for January 13<sup>th</sup>, 2025, Special Council meeting.

**E.Acker – Ringer**

**CARRIED**

**Council Items:**

a) Appeal of Parking Variance – 28 John Street

Mayor Jacklin provided Council with background information on the matter, explaining that the developer would like a parking variance issued reducing the required number of parking spaces from five to three. Assessed property owners were notified and given an opportunity to appeal the decision. The landowners are now present to appeal the variance. Mayor Jacklin outlined the process for the meeting. He explained that Council has two options: either to uphold the variance, allowing the reduced number of parking spaces, or to deny the appeal, requiring the property to provide five parking spaces.

Mr. Kyle Bower presented his arguments in support of the appeal. Councillor Cruz also spoke in favor of the appeal, citing her concerns about the variance.

A representative from the consulting firm New Compass addressed Council, providing the rationale behind their request for the variance.

The discussion included questions and dialogue among the parties. Senior Planner Mike Kahn and CAO Mattatall recommended that Council make a decision during the meeting.

Councillor Therese Cruz declared a conflict of interest on the matter and abstained from voting.

*THAT Council uphold the approval of the variance.*

**Ringer – D. Acker**

**CARRIED**

**M25-008**

**Adjournment**

*THAT* the Special Town Council Meeting of January 13<sup>th</sup>, 2025, be adjourned.

**D.Acker**

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**Jill Webb, Exec. Coordinator**

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**Stanley Jacklin, Mayor**

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**Sarah Mattatall, CAO**

DRAFT



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

|                         |                                     |
|-------------------------|-------------------------------------|
| Document #              | D25-018                             |
| Rec'd by                | <i>[Signature]</i>                  |
| Date                    | Jan 13/25                           |
| <b>COPIES TO:</b>       |                                     |
| Council                 | <input checked="" type="checkbox"/> |
| Council Chambers, Agona | <input checked="" type="checkbox"/> |
| Committee               | <input type="checkbox"/>            |

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

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

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

Name of Presenter: KEVIN CURRY - SOU WEST NOVA TRANSIT

Address: BARRINGTON

Phone: 902-619-9420 Email: KEVIN@SOUWESTNOVATRANSIT.CA

Council/Committee you wish to appear before:

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

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

Present our roadmap and outline capabilities.

Date of Council/Committee meeting at which you wish to appear: JAN 20/25

Are you representing:

- Yourself
- An Organization/Society/Club (Name): SOU WEST NOVA TRANSIT
- A Business (Name): \_\_\_\_\_
- Other (Please Specify): \_\_\_\_\_

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

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

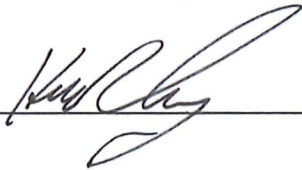
**Please return the completed form to:**

Jill Webb, Executive Coordinator Town of Shelburne, 168 Water Street, Shelburne, NS, [jill.webb@shelburnens.ca](mailto:jill.webb@shelburnens.ca) (902) 875-2991 ext. 8, Fax: 902-875-3932.

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

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

Signature

  
\_\_\_\_\_

*if approved I will need a project as well as 30 mins.*

**For Office Use Only:**

Date Request Received: Jan. 13/25

Approved  Refused

Reason for Refusal: \_\_\_\_\_

Applicant Notified

If Approved, Date of Presentation: Jan. 20/25

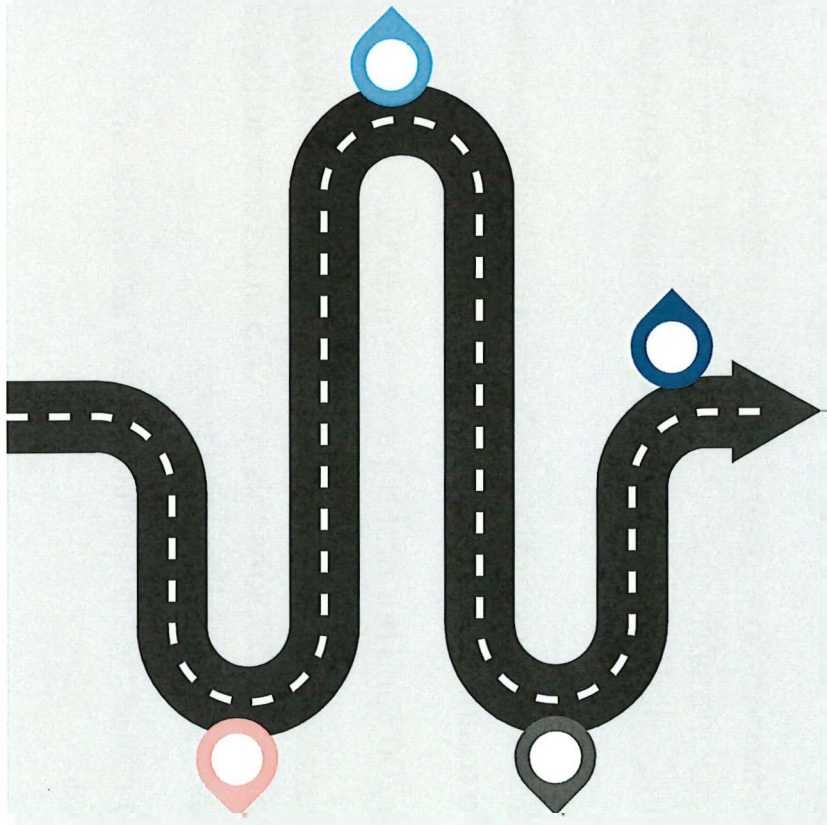
Signature of Executive Coordinator/Committee Secretary 



|            |                                     |
|------------|-------------------------------------|
| Document # | D25-08                              |
| Rec'd by   | gfw                                 |
| Date       | Jan 13/25                           |
| COPIES TO: |                                     |
| Council    | <input checked="" type="checkbox"/> |
| Agenda     | <input checked="" type="checkbox"/> |
| Committee  | <input type="checkbox"/>            |
|            | <input type="checkbox"/>            |

# Sou'West Nova Transit Roadmap

Planning Our Path Forward



# Sou'West Nova Transit

We are a nonprofit, door-to-door, pre-booked transit alternative for all residents in Shelburne County, placing a priority on helping those with transportation barriers related to age, health, mobility, finances and lack of support structures accessing essential services.

We facilitate connections for essential needs, from medical appointments and grocery shopping to community programs and social interaction

We were formed in 2009 and our first trips were in 2012.

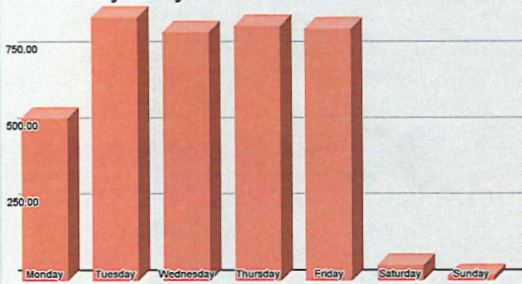
Our ridership has gone from 1,484 trips in our first year to a projected 5,944 this year. We will drive over 300,000kms this year (7.5 times around the earth) making sure our residents get to where they need to go.

We have a fleet of 5 non-accessible vehicles and 2 accessible ones.

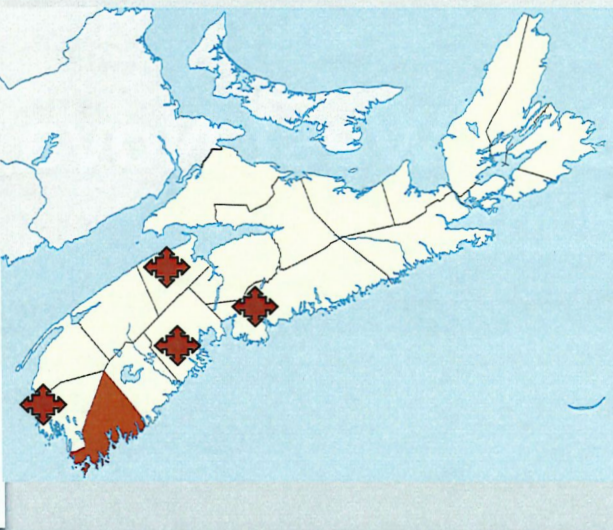
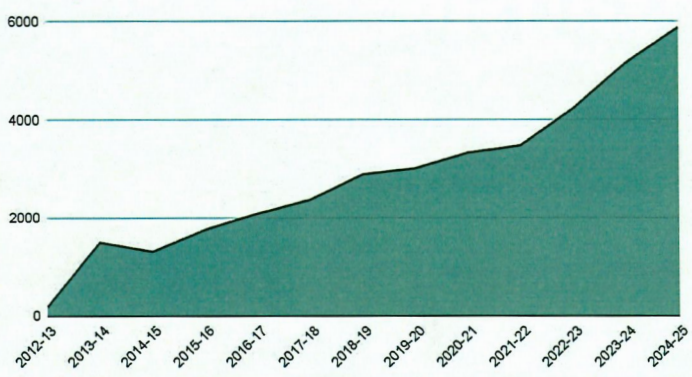


# Sou'West Nova Transit

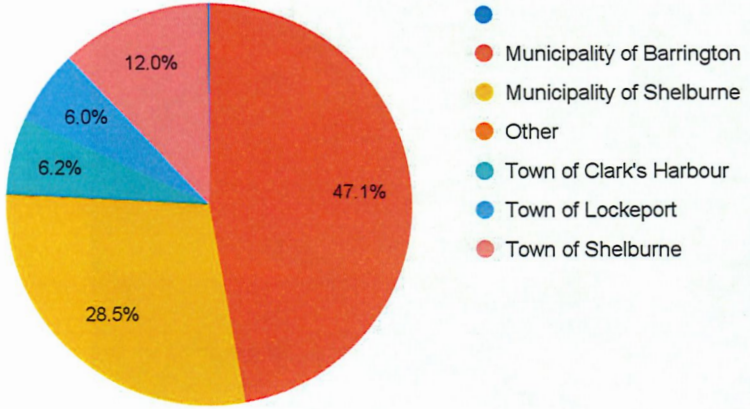
Rides by Day of the Week



Rides per Year



Ridership per Area



| Function | Current Hours of Operation         | Future Hours of Operation        |
|----------|------------------------------------|----------------------------------|
| Dispatch | M-F 10AM - 4PM                     | M-F 9AM-5PM.<br>Sat 9AM-Noon     |
| Drivers  | M-F 7:30AM-5PM.<br>Sat As required | M-F 7:30AM - 6PM<br>Sat 8AM- 2PM |

# Sou'West Nova Transit

## Plan Development

Our roadmap was designed using the following cornerstones:

1. A consultant lead deep dive into various transit alternatives and options for Shelburne County
2. A rider survey conducted in 2023
3. Interactions and discussions with riders, interested parties, industry captains and community leaders.
4. An internal review to determine our SWOTs (Strengths, Weaknesses, Opportunities and Threats).

Our Plan / Roadmap:

- Maintains our core DNA
- Maintains our strong community ties and reputation
- Establishes a plan for the future
- Allows for expansion throughout the County
- Ensures we accommodate all ages, all residents, all abilities.

# Route for SWNT

## Stop #3

1. Fleet Electrification

## Stop #4

1. 103 Flex/Fix

## Stop #5

1. Transit Plan
2. Regional Connector

## Stop #1

1. Engage more Regularly
2. Education and Awareness

## Supply Stop

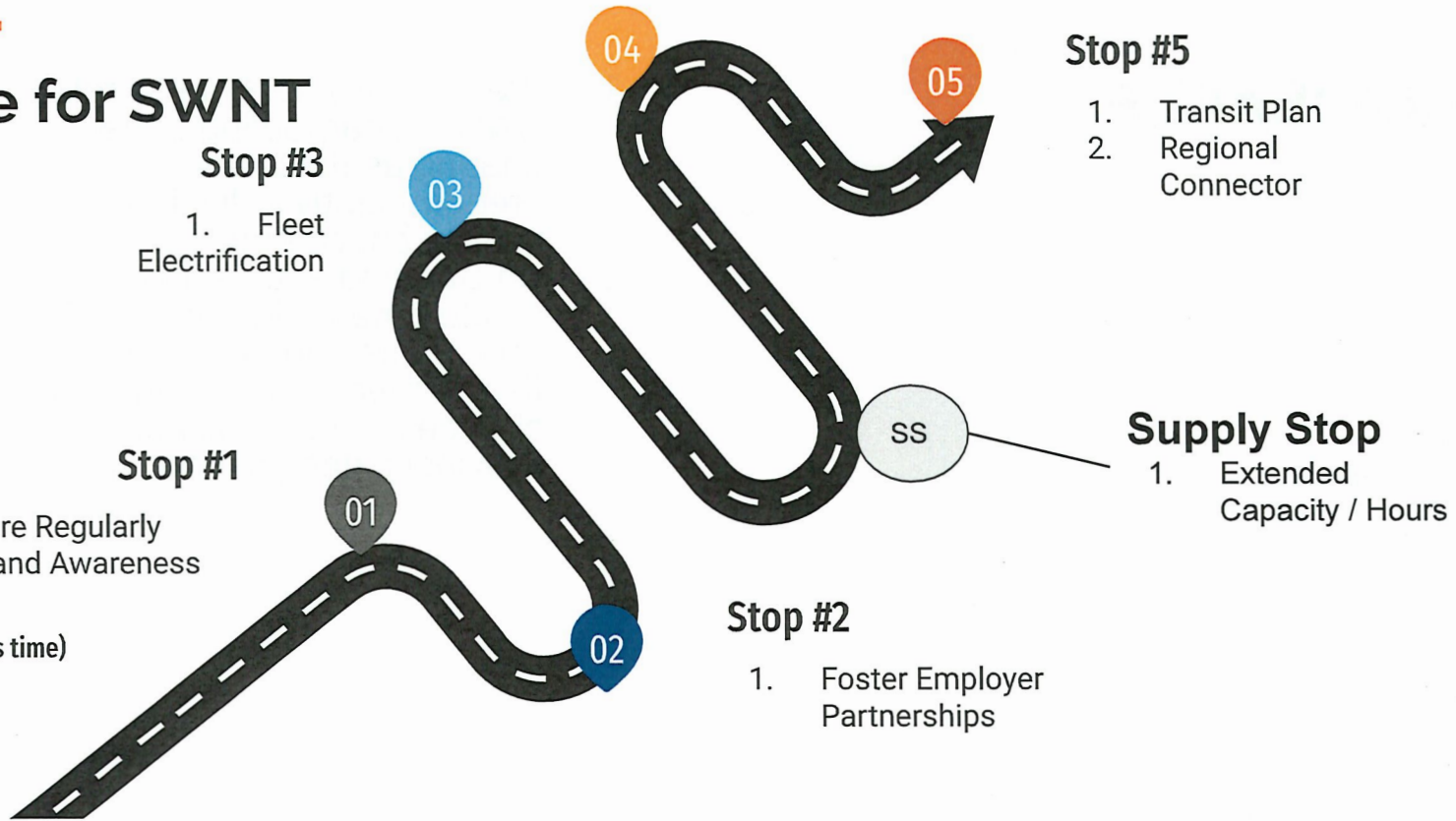
1. Extended Capacity / Hours

## Stop #2

1. Foster Employer Partnerships

## Inadvisable (at this time)

1. Carpooling
2. Car Sharing
3. On-Demand
4. Taxi





# INADVISABLE

1. Carpooling
2. Car sharing
3. ON-Demand
4. Taxi

1. We currently don't see a role for SWNT in carpooling or car sharing as these are predominantly individual vehicle based options.
2. On-Demand and Taxi services would potentially require 24/7 operations and dedicated fleet/drivers. This would also change our purpose and Provincial designation.



## Stop #1

### - Already in Motion

1. Engage more regularly
2. Education and Awareness

1. Part of my mandate is to engage our government, community and business leaders/partners. This is currently underway and feedback has been very positive
2. As part of our engagement mandate, we are looking to make ourselves available to attend events, do presentations. We are also leveraging social media via Facebook to ensure the SWNT name is more widely recognized
3. Work with various local groups to determine opportunities to provide information sessions.

**Costs:** Minor cost for promotional material. Other cost is ED time

**Timeline:** In motion



## Stop #2 Initiated

### 1. Foster Employer Relations

1. We are currently working on a business list in order to engage the business community about providing transit solutions for their staff.
  - a. This includes employer sponsored activities as well as employee ones.

**Costs:** <\$1,000

We believe we have capacity for these trips as most would occur on the weekend. If demand outstrips supply, we may need to bring on a new vehicle. Costs: \$65,000 one time. \$13,000 on-going.

**Timeline:** Initiated



## Stop #3 Short Term

1. Extend Business Operation Hours

1. We are looking to add hours to our operating schedule
  - a. Weekdays will be 9-5:30PM
  - b. Saturdays will be 9-2PM


Rational:

- More medical appts/ essential trips are happening until early evening and on Saturdays.

**Costs:** \$45,000

We currently require one dispatcher and two drivers to build out this capacity. Driver costs partially offset by fares and subsidies.

**Timeline:** Q4 24/25



## Stop #4 Medium Term

1. Hwy 103 Flex/Fix Connector
2. Charter Service


1. The Hwy 103 Flex-Fix connector will be a pre-booked door-to-door service via the 103.
  - a. This will allow for stops along the way no more than 5kms off the hwy.
  - b. We will go to Yarmouth 1 day/week and to Bridgewater another day/week
2. The Charter service would backfill gaps in the Hwy 103 fixed route schedule, allowing us to take advantage of vehicle downtime.

This will require an additional vehicle/driver to ensure we do not impact current activities. As demand grows, so to will our requirement for vehicles/drivers.

**Projected Capital Costs:** ~\$175,000

**Projected Annual Costs:** ~\$45,000

**Target Date:** Q3 25/26



## Stop #4 Medium-Long Term

### 1. Fleet Electrification

1. We have already started on this journey with 2 Hybrid vehicles and an EV on the way next spring.
2. This is a multi-year journey and therefore it remains on our strategic plan to continue driving this green initiative.

Current costs are supported by RTSF Capital Project. Any future conversions will need to be supported by Government funding, grants, and fundraising.

**Costs:** SWNT Costs: <\$1,200 (mobile chargers)

**Timeline:** Present>2027



## Stop #5 Long Term

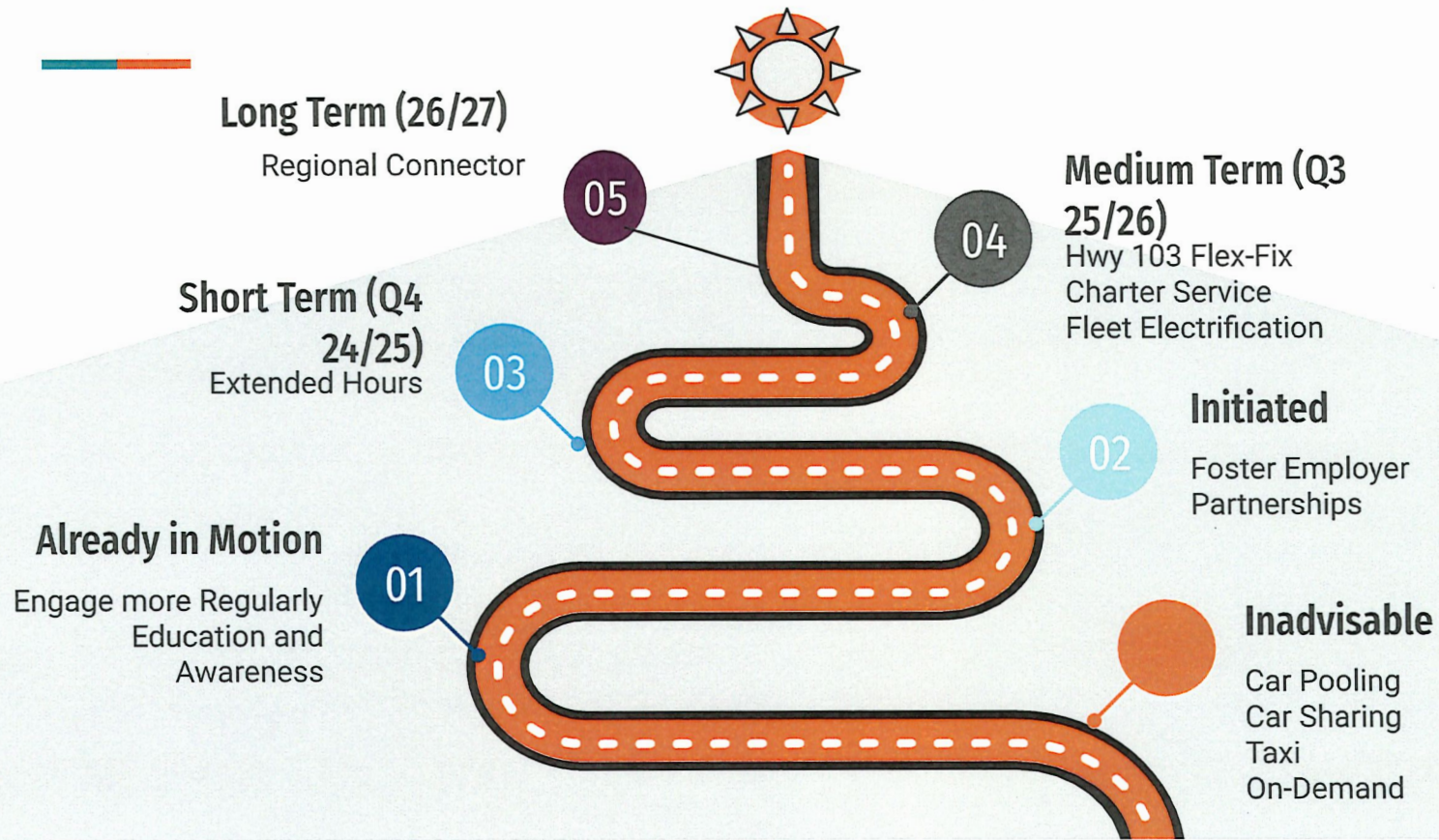
1. Transit Plan
2. Regional Connector

1. Transit Plan will need to be a joint effort across local governments as well as regional transit providers. This would be on-going South Shore initiative. SWNT would play a role, TBD.
2. The Regional Connector would require a scheduled point-to-point service running between Yarmouth and Halifax. We would play a role, but this would require collaboration and cooperation from multi partners to work.

These would require significant investment in time and potentially capital depending on SWNT's role.

**Costs:** Unknown  
**Timeline:** 26/27+

# SWNT Roadmap



**Jill Webb**

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**From:** Sarah Mattatall  
**Sent:** January 15, 2025 3:21 PM  
**To:** Jill Webb  
**Subject:** FW: Crosswalk

|                       |   |
|-----------------------|---|
| Document #<br>D25-019 |   |
| Rec'd by<br>JW        |   |
| Date<br>Jan 15/25     |   |
| COPIES TO:            |   |
| Council               | ✓ |
| Agenda                | ✓ |
| Committee             |   |
|                       |   |

**From:** TLC Coordinator <coordinator@tlcpharmacy.ca>  
**Sent:** January 15, 2025 3:12 PM  
**To:** Sarah Mattatall <Sarah.Mattatall@shelburnens.ca>  
**Subject:** Crosswalk

CAUTION: This email originated from an external sender.

Attention: Town Council

The staff at TLC pharmacy have requested to have a crosswalk from the TLC parking lot ( old dexter garage) to Water Street for the safety of our staff and patients.

Sincerely,  
TLC Pharmacy

--  
Amber Nash  
TLC Program Coordinator  
875-4852

# Commercial Development - Tax Phase in and Proposed Hotel Development on Ohio Road

|            |   |
|------------|---|
| Document # |   |
| D25-020    |   |
| Rec'd by   |   |
| Date       |   |
| Jan 16/25  |   |
| COPIES TO: |   |
| Council    | ✓ |
| Agenda     | ✓ |
| Committee  |   |

January 20, 2025

## General Overview

Following the sale of 10 acres of land (PID 80140361) on Ohio Road, on the north side of Highway 103 the landowner and Town have been discussing the potential for development and for the property to be considered for the Town's Commercial Development District Improvement Program By-Law (also known as "CDDIP By-law").

## Background

### Hotel proposal

The landowner has proposed a 50-room extended-stay hotel, and potentially other commercial development such as a restaurant and/or retail. The site is large, has access off Ohio Road near Highway 103 and a sewer mainline is nearby.

### Commercial Development District

Under the Municipal Government Act (MGA) the Town may offer a commercial tax phase-in for new businesses. This program reduces the initial tax increase that can accompany new development that increases the assessed value of the property.

For example, if a commercial business bought land assessed at \$10,000, but though construction and investment in the property its assessed value jumps to \$110,000, that would result in a significant increase in taxes; \$100,000 multiplied by the tax rate. With a tax rate of \$3.86 per \$100 (the Towns current Commercial tax rate), the tax bill would go from \$386 to \$3,860 per year without a phased in tax, an increase of \$3,088.

Below is a table outlining the proposed percentage the increased taxes, from increased assessment, not the total tax bill, would be rebated to the landowner.

| Year | Rebate (% of increased tax bill) | Rebates to business* | Town revenue (Taxes less rebate)* |
|------|----------------------------------|----------------------|-----------------------------------|
| 1    | 90%                              | \$3,126              | \$1119                            |
| 2    | 80%                              | \$2779               | \$1466                            |
| 3    | 70%                              | \$2431               | \$1814                            |
| 4    | 60%                              | \$2084               | \$2161                            |
| 5    | 50%                              | \$1737               | \$2509                            |
| 6    | 40%                              | \$1389               | \$2856                            |
| 7    | 30%                              | \$1042               | \$3203                            |
| 8    | 20%                              | \$694                | \$3551                            |

|       |     |          |          |
|-------|-----|----------|----------|
| 9     | 10% | \$347    | \$3898   |
| 10    | 10% | \$347    | \$3898   |
| Total |     | \$15,980 | \$26,479 |

\*based on \$100,000 assessment increase, \$10,000 base assessment.

Following the end of the phase in agreement in 10 years, Town would receive \$4,246 per year, based on an assessment of \$110,000. The development would be subject to other standard charges, such as sewer and solid waste.

The MGA limits rebates provided in the phase in tax program to 50% of the total increase (s. 71C (6)).

The commercial district must also be defined in the Municipal Planning Strategy (MPS). Currently, the proposed hotel site on Ohio road is not part of the commercial district, which is along Water St.

### Analysis

The commercial phase in allows the taxes to increase incrementally each year This allows the business to become established before paying the full property tax bill.

The proposed hotel could bring significant economic activity to the Shelburne area, including:

- Over \$5 million in construction and startup expenditures
- Approximately 12 new direct jobs at the hotel

Additionally, the hotel could attract more tourists. Assuming the hotel was at 50% occupancy with two persons per room, average of two nights per stay, there would be 9,125 new visitors to the region.

Those additional visitors would also bring economic activity through spending at local businesses, also known as indirect and induced economic impacts. The information below is based on an online economic development tool for Ontario, the [Tourism Regional Economic Impact Model](#). It assumes that the Shelburne area is similar to Northern Ontario and is provided to show the potential impacts of a hotel development in the Shelburne area. While this comparison may be precise, it gives a reference point for future applications to the CDDIP.

- From Construction:
  - An additional \$1 million in economic activity from the construction
  - Roughly 17 new temporary jobs would be created
- From Operations:
  - \$1.9 million in tourist spending per year
  - Approximately 2 new jobs would be created (beyond those employed by the hotel)
  - There would be an estimated \$20,000 in municipal taxes per year from indirect economic development

A hotel represents a potentially significant source of economic development for the area.

Other commercial developments may not have the same impact as a hotel. Each application for the CDDIP program will be evaluated based on a number of criteria potentially including:

- Ability of the Town to absorb any financial impact;
- Expected economic impact;
- Supporting redevelopment of underused/contaminated sites;
- Supports context sensitive redevelopment of heritage buildings; and
- The development is in keeping with the Land Use Bylaw and Municipal Planning Strategy

The actual cost to the Town is difficult to quantify as the final assessment is unknown. While a rebate of taxes in the short term could be viewed as lost revenue, there is still an overall increase in tax revenue in the short term, even if it is reduced. The Town will benefit from the long term assessment of the development (beyond 10 years).

**Options**

|                               | <b>Pros</b>                                                                                                               | <b>Cons</b>                                                                             |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Update the CDDIP Bylaw        | <ul style="list-style-type: none"> <li>• Addresses landowners request</li> <li>• Promotes economic development</li> </ul> | <ul style="list-style-type: none"> <li>• Cost to the Town (lost tax revenue)</li> </ul> |
| Do not update the CDDIP Bylaw | <ul style="list-style-type: none"> <li>• No cost</li> </ul>                                                               | <ul style="list-style-type: none"> <li>• Does not address landowners request</li> </ul> |

**Recommendation**

THAT Council reads the attached bylaw “Commercial Development District Improvement Program” a first time, and directs staff to prepare for Second Reading at the Special Council Meeting February 5, 2025;

## TOWN OF SHELBURNE

### COMMERCIAL DEVELOPMENT DISTRICT IMPROVEMENT PROGRAM BY-LAW

Highlight = New Text

#### Introduction

The Town of Shelburne wishes to support the attraction, retention and promotion of institutions, industries and businesses, to encourage tourism and to facilitate the stabilization and expansion of employment opportunities.

The creation of a CDDIP will make properties within the Commercial Development District (CDD) more competitive for existing business owners and more attractive to investors, developers and clientele, acting to assist the Town in achieving its economic development mandate.

The Council of the Town of Shelburne, under the authority of the Municipal Government Act, pursuant to Section 71C and subject to approval of the Minister in Section 71D, enacts the following By-law

#### SHORT TITLE

1. This By-Law shall be known as the "Commercial Development District Improvement Program By-Law." (also known as "CDDIP By-law")

#### APPLICATION

2. This By-law shall apply to a property which meets the definition of an eligible property as defined in subsection 71C(1) of the *Municipal Government Act*, if that property is located within the area defined in Map 5 of the *Town of Shelburne Municipal Planning Strategy and Land Use By-Law* and as depicted in the attached Appendix "A".

#### DEVELOPMENT SUPPORT PROGRAM

3. The **Development Support Program** is established to provide assistance to owners of eligible property by providing an annual partial rebate on taxes paid by the owner if the owner has undertaken "development" of their property in the CDD. The rebates are designed to stimulate building construction and the expansion of the economy of the Town.

4. The Development Support Program may provide a participating owner with a partial rebate on taxes paid on an eligible property by utilizing all or a portion of the "Rebate Eligible Assessment",

5. Prior to receiving a development rebate, an owner of an eligible property must enter into a "Phased-In Assessment Agreement" with the Town.

## **DEVELOPMENT**

6. An eligible property must have applied for a development permit before the owner of the property can participate in the Development Support Program, and be have an approved development permit to receive the "Rebate Eligible Assessment".

6A. Properties will be considered for the Development Support Program based on the following criteria:

- Ability of the Town to absorb any financial impact;
- Expected economic impact;
- Supporting redevelopment of underused/contaminated sites;
- Supports context sensitive redevelopment of heritage buildings; and
- The development is in keeping with the Land Use Bylaw and Municipal Planning Strategy

## **DEFINITIONS**

7. "Development" means investment that results in an increase in the productive use of a property or a building on a property within the CBD, and includes, but is not limited to a new construction, expansion or renovation/rehabilitation to increase a property's potential.

8. "Rebate Eligible Assessment" means the amount calculated using the following formula: Rebate Eligible Assessment = Actual Taxable Assessed Value - Base Year Taxable Assessed Value.

9. "Base Year Taxable Assessed Value" means the Taxable Assessed Value applicable for the taxation year in which a Phased In Assessment Agreement is signed for the eligible property upon which development is to be constructed. The Taxable Assessed Value shall be fixed in this manner for the purposes of determining the "Rebate Eligible Assessment" for the development of the eligible property subject to any adjustment arising from assessment appeals or changes to the Taxable Assessed Value made by the Property Valuation Service Corporation (PVSC) through requests for reconsideration, and shall remain unchanged for the duration of the term of Development Support Program for the eligible property.

10. "Actual Taxable Assessed Value" means the Taxable Assessed Value applicable for the taxation year in which the "Rebate Eligible Assessment" is to be determined, subject to any adjustments to taxes arising from assessment appeals or changes to the Taxable Assessed Value made by PVSC through requests for reconsideration.

## **PHASED-IN ASSESSMENT AGREEMENT**

11. (1) As a condition of the Development Support Program, an owner of an eligible property must enter into an agreement with the Town (hereinafter referred to as the "Phased-In Assessment Agreement"). The Phased-In Assessment Agreement signed by the parties will be substantially the same as the form agreement attached as Appendix "A" to this By-Law and forming part of the By-Law.

(2) A Phased- In Assessment Agreement is intended to compliment and provide specifics for the subject property. The eligibility criteria for the Development Support Program and the limits on the program are as established in this By-Law. In the event of a conflict between a Phased-In Assessment Agreement and the By-Law, the provisions of this By-Law shall prevail.

### **REBATE CALCULATION**

12. An annual development rebate amount shall be calculated each year as the following percentage of the equivalent of the Rebate Eligible Assessment:

Year Rebate (as % of tax increment)

|    |    |
|----|----|
| 1  | 90 |
| 2  | 80 |
| 3  | 70 |
| 4  | 60 |
| 5  | 50 |
| 6  | 40 |
| 7  | 30 |
| 8  | 20 |
| 9  | 10 |
| 10 | 10 |

### **REBATE LIMITS**

13. The total of development rebates provided to an owner over the term of participation in the program must not result in the calculation of the total increase in taxes payable during the phase-in period being less than fifty (50) per cent of the total increase in taxes that would be payable during the same period in the absence of the application of the program formula.

### **ADJUSTMENTS**

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

#### **DURATION**

15. Development rebates will only become payable to the owner after the eligible property is first reassessed by the PVSC to fully reflect the development that the owner is receiving the rebate for.

16. All rebates will cease if during the program term the building is demolished except to expand an eligible use. Rebate amounts that would have been payable in the year in which the demolition occurs will be adjusted on a pro-rated basis to reflect the date of the demolition.

#### **STAGED DEVELOPMENT**

17. In the case of a staged development, where one portion of a property is developed in advance of others, each portion of the property will be treated as a separate property. The first rebate payment of the component of the Development Support Program will be based on the Rebate Eligible Assessment arising from the increased assessment on the first portion of the development. As other portions of the property are developed, and which result in further assessment increases, the property owner may apply to further participate in the Development Support Program based on the additional Rebate Eligible Assessment, subject to the continued availability of the Development Support Program and the owners ability to meet the eligibility requirements and rebate entitlements in place at that time.

#### **CONDOMINIUMS**

18. If a development of an eligible property is condominiumized, each condominium unit will be treated as a stand-alone development and must be able to meet all eligibility requirements of the Development Support Program, independent of other condominium units.

#### **REPEAL**

19. (1) In the event that this By-Law, or any portion thereof, is repealed, any owner who has been accepted to participate in the Development Support Program prior to the date of repeal, will benefit from the program, as applicable, in accordance with this By-Law, despite its whole or partial repeal.

(2) In the event of a repeal in (1). for the owners who are accepted into the program as of the date of the repeal, this By-law will continue to be considered to be in force and effect only for the limited

purpose of providing for the continuation of the Development Support Program for those owners until the ten year maximum term is completed or the owners participation in the program is discontinued.

#### **OTHER CONDITIONS**

20. An owner's application to the Development Support Program must be made prior to the issuance of the first building permit for the development on the eligible property.

21. All proposed development must conform to all Provincial laws, including but not limited to the Heritage Act, Town by-laws, policies, and processes and all improvements must be made pursuant to an approved building permit and applicable zoning requirements and development approvals.

22. The applicant must be the owner of the eligible property or have the owner's written authorization to apply for the Development Support Program.

23. The owner of an eligible property must not be in arrears of property taxes or other fees and charges on the date that the Phased In Assessment Agreement is signed.

#### **PAYMENT**

24. Rebates may be provided once annually, in the last quarter of the year, provided that:

- a. there are no outstanding taxes, water rates, or other sums owed to the Town with respect to the property;
- b. there are no outstanding work orders or orders or requests to comply from any municipal or provincial entity; and
- c. all other eligibility criteria and conditions are met.

**APPENDIX A – Standard Phased-In Assessment Agreement**

**Town of Shelburne**

**Phased In Assessment Agreement**

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**BETWEEN:**

(the “**Applicant**”)

- and -

**TOWN OF SHELBURNE**  
(the “**Town**”)

WHEREAS the Town adopted a Bylaw cited as the Commercial Development District Improvement Program By-Law (also known as “CDDIP By-law”), a partial rebate program consisting of annual rebates to participating owners who undertake development on eligible property in the Commercial Development District;

AND WHEREAS the Applicant is the registered owner or the person having the owner's authorization, of an eligible property which is located within the Commercial Development District and has applied to the Town for participation in the Development Support Program for the Property described below in section 1 and in Schedule “A” of this Agreement (the “Property”);

AND WHEREAS the Town requires that a Phased In Assessment Agreement be entered into between the Applicant and the Town;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, covenants and agreements hereinafter contained on the part of the Applicant to be observed, fulfilled and performed as hereinafter required and the approval of the Applicant's application for participation in the Development Support Program by the Town, subject to and in accordance with, the terms and conditions of this Agreement, the parties covenant and agree as follows:

**1. PROPERTY INFORMATION:**

**Applicant:**

Name of registered Property Owner:

Address of Property:

Property Identification Number(s):

Mailing Address of Owner:

Name of Agreement Recipient:

Mailing Address of Recipient:

The Legal Description of the Property as set out in Schedule “A” of this Agreement.

**2. DEFINITIONS:**

Save and except as may be otherwise defined in this Agreement, the definitions of terms

used in this Agreement shall be the same as the definitions for those terms as set out in the CDDIP Bylaw, and Section 71C of the Municipal Government Act, C18 of the Acts of 1998.

*Please note: the terms Actual Taxable Assessed Value, Base Year Taxable Assessed Value, Development, Rebate Eligible Assessment are defined in the CDDIP Bylaw.*  
The following terms shall have the meaning set out below:

**2.1 Agreement** means this Phased-In Assessment Agreement which is entered into between the parties pursuant to sections 71C and 71D of the *Municipal Government Act*, and the CDDIP enacted by the Council of the Town of Shelburne and as amended from time to time.

**2.2 Applicant** means the owner of the property or a person having the owner's authorization to apply for the Development Support Program.

**2.3 CAO** means the Chief Administrative Officer of the Town. The CAO is the approving authority for purposes of this Agreement where authority is not required to come from Council.

**2.4 Treasurer** means the Director of Finance of the Town.

**2.5 Development Support Program** means program established by CDDIP Bylaw for a maximum period of 10 years.

**2.6 Assessment Rebate** means annual rebate amount calculated each year as set out in the CDDIP Bylaw.

**2.7 Eligible Costs** means:

- Construction/retrofit/expansion costs as shown by the main Building Permit for the development;
- The cost of associated studies and surveys;
- The cost of development of plans and specifications; and
- The cost of implementation and administration of the project including staff and professional service costs for architectural, engineering, legal, financial and planning services.

Eligible costs do not include any costs or portion thereof covered by any form of financial assistance from a Provincial or Federal government or a board or agency of such government.

**2.8 Eligible Use** means permitted commercial or industrial uses as set out in the Town of Shelburne's Municipal Planning Strategy and Land Use Bylaw.

**2.9 Owner** means the registered owner(s) of the Property at the date this Agreement is signed.

**2.10 Property** means the Property described in section 1 and Schedule "A" of this Agreement.

**2.11 Recipient** means the Applicant, authorized to receive a Assessment Rebate.

2.12 **Town Solicitor** means the lawyer appointed by the Town for the purpose of registering this Agreement in the Registry of Deeds or under the Land Registration System, whichever is applicable.

### **3. PARTICIPATION IN ASSESSMENT REBATES PROGRAM**

3.1 The Applicant's participation in the Development Support Program is conditional on the Applicant ensuring that at all times the following conditions are met:

- (a) The objectives and participation requirements of this Agreement and the CDDIP Bylaw, attached as Schedule "B" to this Agreement, are met from year to year;
- (b) All applicable Provincial and Town requirements, policies and procedures are met;
- (c) The Applicant is in compliance with all of the terms and conditions of this Agreement and is in conformance with all Building Permits and other regulatory approvals pertaining to the Property; and
- (d) The property has undergone development.

### **4. ASSESSMENT REBATE FUNDING CALCULATION**

4.1 An Assessment Rebate is calculated by the Treasurer as a percentage of the Rebate Eligible Assessment as shown in Schedule "C" of this Agreement.

4.2 Prior to the commencement of the Development Support Program, the Treasurer shall determine the Base Year Taxable Assessed Value used to calculate the annual Rebate Eligible Tax Assessment and the corresponding annual Assessment Rebate payable to the Applicant. Following this determination, Schedule "C" will be amended annually to show the Actual Taxable Assessed Value, the Rebate Eligible Taxes, and the annual Assessment Rebate amount payable as determined by the Treasurer.

4.3 The Applicant shall have an opportunity to review the TREASURER's calculation of the Base Year Taxable Assessed Value prior to the finalization of Schedule "C"; however, the TREASURER's determination as to the calculation of the Base Year Taxable Assessed Value, and the amount of the Assessment Rebate, shall be final.

4.4 In calculating the annual Assessment Rebate payable for the development, the Rebate Eligible Assessment shall be calculated annually from the first year that the subject Assessment Rebate is payable, or the first year that the Owner elects to make the Annual Taxable Assessed Value election in accordance with this Agreement and CDDIP Bylaw.

4.5 The Assessment Rebate will be reduced by the Treasurer for the year in which a Assessment Rebate is paid, to reflect the amount of any rebate(s) of municipal taxes paid to the Owner, including but not limited to, rebates to reflect charitable status tax rebates related to the development. Any such reductions shall be in an amount reflecting the product of the municipal portion of taxes rebated and the Assessment Rebate percentage level applicable to that year.

4.6 The total of Assessment Rebates paid over a ten year maximum term of the program must not exceed fifty percent (50%) of the total increase in taxes that would be payable during the same period in the absence of the application of the formula.

## **REBATE ELIGIBLE ASSESSMENT**

4.7 Subject to sections 4.9 and 4.10 of this Agreement, the Base Year Taxable Assessed Value shall remain fixed for the duration of the Development Support Program.

4.8 The Rebate Eligible Assessment will be amended by the Treasurer, as necessary, to reflect changes to the total Municipal Property Taxes payable in any year, as a result of successful assessment appeals, requests for reconsideration, equity changes, gross errors or other changes to Actual Taxable Assessed Value that have the effect of changing the amount used to calculate the Actual Taxable Assessed Value.

4.9 Where the Rebate Eligible Assessment is amended in accordance with section 4.8, future Assessment Rebates shall be adjusted accordingly for the duration of the Development Support Program period. Such adjustments may reflect any overpayment of Assessment Rebate arising from successful assessment appeals that occur subsequent to the commencement of payment of Assessment Rebates.

4.10 If at any time the Owner appeals any assessment relating to the development that, in the opinion of the CAO, may impact the calculation of the Rebate Eligible Assessment, the Town shall withhold any or all of the Assessment Rebate that would otherwise be paid for the development, based on a reasonable estimate of the reduction in assessment being sought, pending final disposition of the appeal. If as a result of the decision of the appeal body, the Actual Taxable Assessed Value is reduced below the amount determined in calculating the Rebate Eligible Assessment, then the reduced Rebate Eligible Assessment shall be the basis for determining the Assessment Rebate payable under this Agreement.

4.11 Where section 4.9 and 4.10 apply, any overpayment of a Assessment Rebate arising from subsequent assessment or tax reductions will be deemed to be a debt owing to the Town which the Owner shall pay forthwith together with the same interest charged for overdue accounts by the Town.

4.12 If at any point after the development is complete, additional work is proposed on the Property that is not part of the original Program application, but may serve to further increase the current year tax assessed value, such additional work shall not be included in the calculation of the Assessment Rebate in this Agreement, but may be the subject of a further Development Support Program application, subject to the continued availability of the Development Support Program and the eligibility requirements and rebate entitlements in effect at that time.

## **5. FUNDING PAYMENT**

5.1 Subject to Section 6 of this Agreement, Assessment Rebate payments to a maximum of ten (10) annual payments will commence being paid the first taxation year in which the Rebate Eligible Assessment is capable of being determined.

5.2 Assessment Rebates cannot be applied as tax credits against the Property Tax Account.

## **6. CONDITIONS OF PAYMENT**

6.1 The CAO shall determine whether the Applicant has satisfied the participation

requirements of this Agreement and the Schedules attached hereto.

6.2 A Assessment Rebate will only become payable after the property is first reassessed by the PVSC to fully reflect the development for which the Applicant might receive a rebate.

6.3 A rebate can only be paid once annually, in the last quarter of the year, provided that:

- (a) There are no outstanding taxes, water rates or other sums owed to the Town with respect to the property;
- (b) There are no outstanding work orders and/or orders or requests to comply from any municipal or provincial entity; and
- (c) All other required criteria and conditions in this agreement and the CDDIP bylaw are met.

## **7. OWNERS OBLIGATIONS**

### **Compliance with Rebate Application**

7.1 The Applicant shall undertake the development in accordance with the Development Support Program.

### **Compliance with Town Directives**

7.2 The Applicant shall strictly comply with and observe all material requirements, stipulations, guidelines and directives related to the Development Support Program as required by the Town, and shall undertake all necessary courses of action to ensure compliance.

7.3 The Applicant agrees that the development shall be completed in compliance with all required Building Permits, and constructed in accordance with the Nova Scotia Building Code Act and all applicable Land Use Bylaw requirements, Municipal requirements and other approvals required at law.

### **Demolition/Conversion**

7.4 The Applicant covenants to the Town that the development will not be demolished, in whole or in part or converted to an ineligible use, in whole or in part, prior to the advance of all of the payments over the term of this Agreement unless such demolition is required to enable property enhancement approved by the Town under the terms of this Agreement.

7.5 The Applicant shall ensure that the Property is maintained in its redeveloped condition in accordance with this Agreement.

7.6 The Applicant further covenants that if at any time during the Development Support Program the building which underwent development is demolished, in whole or in part, or converted to an ineligible use, in whole or in part, the CAO in his or her sole discretion will cease to advance future Assessment Rebates or reduce the amount of future Assessment Rebates on a pro-rated basis to reflect the date of the demolition or conversion.

### **Payment of Costs**

7.7 The Applicant acknowledges that without limiting the generality of the other provisions of this Agreement:

- a) The onus and responsibility is upon the Applicant at all times to assume all costs of development and to apply for and obtain, at the Applicant's expense, all approvals and permits required from the Town and all other agencies including but not limited to all Municipal Planning Strategy Amendments, Land Use Bylaw Amendments, minor variances, site plan approval and building permits in accordance with all applicable legislation; and
- b) The Owner remains responsible at all times for the payment in full of all amounts in respect of property taxes, water and any other charges that may be levied by the Town relating to the Property as and when they fall due.

### **Development Permits**

7.8 Applications for Development Support Program must be made prior to the issuance of the first Building Permit for the development.

### **8. ASSIGNMENT**

8.1 The Applicant covenants to the Town that if the Owner intends to sell, transfer or assign the Property or if for any reason the Property ceases to be registered in the Owner's name prior to the advance of all of the Assessment Rebate payments, the Applicant will immediately notify the CAO in writing of such change or proposed change of ownership.

8.2 The payment of Assessment Rebates shall cease upon the sale, transfer or assignment of the Property, unless, prior to the completion of such sale, transfer or assignment, the Owner and the new owner enter into an agreement with the Town, in a form and content satisfactory to the CAO and the Town Solicitor, in which it is agreed that either:

- a) the new owner shall have the right to participate in the Development Support Program; or
- b) the Applicant shall continue to receive the Assessment Rebates

**Provided that:**

c) the new owner shall assume the Applicant's obligations under this Agreement from and after the date of completion of such sale, transfer or assignment;

**and**

d) the new owner shall require that any subsequent owner(s) of the Property shall assume the Applicant's obligations under this Agreement.

8.3 It is the responsibility of the Applicant or Owner to provide in writing to the CAO change in Recipient. It is at the discretion of the CAO to determine if an adjustment to the Assessment Rebate identification of a new Recipient by the Applicant.

### **9. TOWN RIGHTS**

#### **No Representation**

9.1 Nothing in this Agreement shall be construed to be a representation by the Town regarding compliance of the Property with any applicable legislation, regulations, policies, standards, permits, approvals or Bylaws.

#### **No Claim for Compensation or Reimbursement**

9.2 In the event that any of the conditions of this Agreement are not fulfilled and a Assessment Rebate is not advanced, or required to be repaid, or the Assessment Rebate payments cease, or are delayed, the Applicant or Owner agrees that notwithstanding any costs or expenses incurred by the Applicant or Owner, the

Applicant or Owner shall not have any claim for compensation or reimbursement of these costs and expenses against the Town and that the Town is not liable to the Applicant or Owner for losses, damages, interest, or claims which the Applicant or Owner may bear as a result of the lapse of time (if any) where the Town is exercising its rights herein to either delay a payment pending the Applicant or Owner's compliance with this Agreement or to terminate this Agreement.

## **10. DEFAULT AND REMEDIES**

10.1 Subject to section 10.3, on the occurrence of a Default under this Agreement, the Town shall be entitled to all available remedies to terminate or enforce this Agreement, including but not limited to:

- a) immediate termination and cessation or delay of the release of a Assessment
- b) Rebate otherwise payable to the Applicant; and

b) requiring the Applicant or Owner to immediately repay to the Town all or a portion of any Assessment Rebates paid to the Applicant or Owner together with interest at the established Town rates.

10.2 A default under this Agreement ("**Default**") shall be deemed to occur upon the failure of the Applicant or Owner to perform any of the obligations of the Applicant or Owner contained in this Agreement or to comply with all of the terms and conditions contained in this Agreement, included but not limited to the following:

- a) failure by the Applicant or Owner to satisfy the minimum requirements as set out in this Agreement and the CDDIP Bylaw;
- b) failure by the Applicant or Owner in any material respect, to perform any of the obligations contained in this Agreement;
- c) failure by the Applicant or Owner to pay and keep in good standing all real property taxes with respect to the Property and all other charges against the Property in favour of the Town, including but not limited to development charges, special assessments, local improvement charges, sewer and water and utility rates.
- d) the making of an assignment by the Applicant or owner for the benefit of creditors, or if the Applicant or Owner assigns in bankruptcy or takes advantage of any statute for relief in bankruptcy, moratorium, settlement with creditors, or similar relief of bankrupt or insolvent debtors; receipt of a receiving order against the Applicant or Owner, or if the Applicant or Owner is adjudged bankrupt or insolvent, or if a liquidator or receiver is appointed by reason of any actual or alleged mortgage or other obligation, or if the Property or the interest of the Applicant or Owner in the Property is taken or sold by any creditors or under any writ of execution or other like process.
- e) failure by the Applicant or Owner to remain in contact with the Town such that the Town is unable to contact the Applicant or Owner for a period of time exceeding one (1) year.
- f) Any representation or warranty made by the Applicant or Owner in this Agreement or the Development Support Program is incorrect in any material respect.
- g) Willful defaults by the Applicant or Owner in the payment of moneys to any contractor, supplier or creditor, who has undertaken the works that are the subject of this Agreement.

10.3 If a Default occurs, the Town shall give written notice to the Applicant or Owner specifying the nature of the Default. The Applicant or Owner shall then have sixty

(60) days, or such additional time as may be agreed to by the Town, acting reasonably, from the receipt of such notice of Default to rectify the Default, during which time all Assessment Rebate payments pay, in the CAO's sole discretion, be suspended, provided that if the Default is such that it cannot with due diligence be wholly rectified within sixty (60) days, or such additional period of time as may be agreed to by the CAO, and the Applicant or Owner has commenced and continues diligently working to correct the Default, the Applicant or Owner shall not be deemed to be in Default of this Agreement so long as it proceeds with due diligence to rectify the Default. If the Applicant or Owner fails to rectify the Default within the sixty (60) day time period or such additional time as may be agreed to by the CAO, and provided that the Applicant or Owner has not commenced and continued diligently working to correct the subject Default, the CAO shall have the option, in the CAO's sole discretion, to exercise the remedies under Subsection 10.1.

10.4 Wherever in this Agreement the Town requires repayment of all or part of any Assessment Rebate and the Applicant or Owner fails to repay as required the unpaid amounts shall be deemed to be a debt owing to the Town, and may be added to the tax roll for the property, together with interest at the Town rate.

## **11. INDEMNIFY**

11.1 The Applicant or Owner shall indemnify, save, defend and keep harmless from time to time and at all times, the Town and its elected officials, officers, employees and agents from and against all claims, actions, causes of action, interest, demands, costs, charges, damages, expenses and loss made by any person arising directly or indirectly:

- a) in respect of any failure by the Applicant or Owner to fulfill its obligations under this Agreement; and
- b) in respect of any loss, damage or injury (including death resulting from injury) to any person or property, however caused, directly or indirectly resulting or sustained by reason of an act or omission of the Applicant or Owner or any person for whom the Applicant or Owner is in law responsible in connection with any of the purposes set out in this Agreement or the failure by the Applicant or Owner to fulfill its obligations under this Agreement;

This indemnification shall, in respect of any matter arising prior to the termination of this Agreement, remain in force following termination or expiry of this Agreement.

## **12. ADDITIONAL PROVISIONS**

### **Term**

12.1 This Agreement shall remain in effect from the date of its execution by the Town to the earlier of:

- a) the Applicant informing the Town in writing prior to the first Assessment Rebate payment that it has decided not to accept any Assessment Rebates;
- b) subject to the provisions of section 10 of this Agreement, the Town informing the Applicant or Owner in writing that due to the non-fulfillment of a required condition or due to Default, this Agreement is at an end;
- c) the expiry of the Development Support Program period after 10 years; and
- d) the Applicant informing the Town in writing at any point after receiving the first Assessment Rebate payment that it no longer wishes to receive Assessment Rebates.

### **Time of the Essence**

12.2 Time shall be of the essence with respect to all covenants, agreements and matters contained in this Agreement.

**Extension of Time**

12.3 Where a time limit or deadline is provided for under this Agreement, the CAO, acting reasonably, may extend such time limit or deadline without an amendment to this Agreement.

**Registration**

12.4 Upon executing of this Agreement the Town at the Owner's expense, shall register or cause this Agreement to be registered on title to the Property immediately following execution by the Town.

**Survival of Covenants**

12.6 Any terms or conditions of this Agreement that require performance by the Town or the Applicant or Owner after the expiration or other termination of this Agreement remain enforceable notwithstanding such expiration or other termination of this Agreement for any reason whatsoever.

**Notice**

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

**a) In the case of the Town to:**

Town of Shelburne, Attention: CAO  
PO Box 670  
Shelburne, Nova Scotia  
B0T 1W0

**b) in the case of the Applicant to:**

**c) in the case of the Owner to:**

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

**Entire Agreement**

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

**Municipal Government Act**

12.9 Nothing in this Agreement limits or fetters the Town in exercising its statutory jurisdiction under the *Municipal Government Act*, or under any other legislative

authority or Bylaw and in the event that the Town decides to grant or deny any request or oppose or appeal any decision pursuant to any such legislation, such action by the Town is not in any manner affected or limited by reason of the Town entering into this Agreement.

### **Governing Law**

12.10 This Agreement will be exclusively governed, construed and enforced in accordance with the laws of the Province of Nova Scotia and the Owner agrees to attorn to the jurisdiction of the Province of Nova Scotia.

### **Waiver and Consent**

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

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

### **Headings**

12.12 The division of this Agreement into articles, sections, subsections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. These articles, sections, subsections and schedule headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and should not be considered part of this Agreement.

### **Extended Meanings**

12.13 Words expressed in the singular include the plural and vice-versa and words in one gender include all genders.

### **Severability**

12.14 If any provision of this Agreement is invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Agreement.

### **Further Assurances**

12.15 The parties agree that they shall each execute, deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be required or as the other party may reasonably request in order to give full effect to this Agreement.

### **Force Majeure**

12.16 If either party is prevented or delayed from performing any of the obligations on its part to be performed hereunder by reason of an Act of God, strike, labour dispute, lockout, threat of imminent strike, fire, flood, interruption or delay in transportation, war, acts of terrorism, insurrection or mob violence, requirement or regulation of government, or statute, unavoidable casualties, shortage of labour, equipment or

material, plant breakdown or failure of operation, equipment or any disabling cause (other than lack of funds) without regard to the foregoing enumeration, beyond the control of the parties which cannot be overcome by the means normally employed in performance, then and in every such event, any such prevention or delay shall not be deemed a breach of this Agreement but performance of any of the said obligations or requirements shall be suspended during such period of disability and the period of all such delays resulting from any such causes shall be excluded in computing the time within which anything required or permitted by either party to be done is to be done hereunder, it being understood and agreed that the time within which anything is done, or made pursuant thereto shall be extended by the total period of all such delays.

**Successors and Assigns**

12.17 The terms and provisions of this Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

**IN WITNESS WHEREOF** the parties have executed this Agreement by their duly authorized representatives effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**TOWN OF SHELBUURE**

\_\_\_\_\_  
Name and Title Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PROPERTY OWNERS**

\_\_\_\_\_  
Name and Title Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# MPS +LUB Amendments – Apartments, Variances and Commercial District – 1<sup>st</sup> Reading

|                    |           |
|--------------------|-----------|
| Document #         | D25-021   |
| Rec'd by           | Jan 16/25 |
| Date               | gw        |
| <b>COPIES TO:</b>  |           |
| Council            | ✓         |
| Agenda             | ✓         |
| Planning Committee |           |
|                    |           |

January 20, 2025

## General Overview

On September 3, 2024 Council directed staff to prepare amendments to the Municipal Planning Strategy) MPS and Land Use Bylaw (LUB) regarding a new Residential - Apartment zone and amendments to variance powers. There have been additional amendments that have come forward in relation to the Commercial Development District as well.

## Background

From the December 2, 2024 Council Report on MPS and LUB amendments:

### **Apartment Zone**

There has been increased interested in developing apartments in Shelburne, and the current MPS and LUB do not address the potential impacts for apartments beyond standard residential requirements, except for additional parking requirements. The MPS itself states that larger apartments are not present in the Town and does not regulate them beyond limiting them to certain locations.

Moreover, the Town is relatively low density (persons per square kilometre) compared to other Towns. The new apartment zone will help increase density, providing more housing while making efficient use of infrastructure, compared to lower density greenfield development.

### **Statscan Density Data**

| Town        | Density (persons per sq. KM) |
|-------------|------------------------------|
| Shelburne   | 187.9                        |
| Yarmouth    | 646.3                        |
| Bridgewater | 644.9                        |
| Lunenburg   | 593.3                        |
| Mahone Bay  | 341.4                        |
| Lockeport   | 205.4                        |

From 2021 Census – StatsCan

There has been interest in the new apartment zone from: 3 lot near 182 Clements Street (Owned by the Government of Nova Scotia); King Street 136 Hammond Street (former Municipality of the District of Shelburne building) and two lots on King Street.

### **136 Hammond St. (PID 80146939)**

Formerly owned by the Municipality of the District of Shelburne, former municipal building on site.

**182 Clements St.** (PIDs 80142656, 80142672, 80142631)

Formerly owned by the Town of Shelburne, the Province intends to use the land for affordable housing.

**118 King Street** (PID 82573908)

Owned by K2T Property Holdings, the landowner is considering multiunit residential development.

**92 King Street** (PID 80143639)

Owned by K2T Property Holdings, the landowner is considering multiunit residential development.

Existing apartment buildings with 7 or more units would still be permitted, as they would be grandfathered as Legal Non-Conforming uses. The proposed amendments would have no impact on existing development.

### **Variance**

A variance is an exemption from the requirements of the land use bylaw, for example number of parking stalls or setbacks or lot sizes. The exemptions are contemplated in the bylaw and can be subject to criteria. Variances offer flexibility around certain aspects of the land use bylaw. Variances are approved by staff, but appeals are heard by Council.

Current variance powers are very broad and may lead to development that is not in keeping with the intent of the MPS. Under the current MPS and LUB height is an important control for density and built form, especially in the historic waterfront. Staff proposed removing the ability to provide a variance by height for buildings and adding criteria for approving other variances.

For ground area, parking, loading areas, areas occupied by a home business, and the area of a sign, criteria for amendments to the LUB will be used. These criteria will ensure that the variance issued are in compliance with the MPS.

For vehicle parking, applicants for development permit will be allowed to provide bike parking in lieu of vehicle parking at a rate of 2 bicycle stalls per vehicle stall to a maximum of 20% of the required parking or one stall, whichever is greater. This is to promote bike use and flexibility in meeting the Town's parking requirements.

### **Amendments to the Commercial Development District Area**

The MPS Commercial Development District (CDD) would be revised to include PID 80140361 on Ohio Road adjacent to Highway 103. This landowner is in process to build a 50 room hotel and is looking for the property to be added to the Commercial Development District so that it can be part of the Commercial Phase In Tax program. More information on the CDD and Commercial Phase In Tax Program can be found in the Council Report on the CDD bylaw.

### **Analysis**

## **Proposed Residential Apartment Zone**

The proposed Residential - Apartment zone will enable low to medium density residential development. Possible built forms include low rise apartments (35 feet; 4 or fewer stories); multiple duplexes/triplexes on the same lot, townhomes and rowhouses. Mobile homes will not be permitted in the proposed Apartment Residential zone. The height maximum, combined with an area-based density maximum (units per Acre or Hectare), will ensure that new development is in keeping with the character of the town and existing neighbourhoods.

By allowing apartments in more areas of Town there will be more opportunities for landowners and developers to pursue apartment buildings. This will enable more units across Town, and those units are more likely to be rental units.

The proposed apartment zone will address several issues that the current land use bylaw does not comprehensively address, including:

- Accessible parking requirements;
- Aligning parking with other zones 1 stall per unit vs. 1.5 stalls per unit for apartments;
- Stormwater management guidelines (not binding);
- Requirement to connect to Town sewer and water, or have an agreement to connect;
- Maximum density of 25 units per acre;
- Buffering and landscaping requirements; and
- Approval by Site Plan, including small scale public engagement.

### **Accessible Parking**

With aging residents, and the desire to create an inclusive community, the Town is considering requiring accessible parking for new apartments. This is also in keeping with the Town's Accessibility Plan of 2022. The stalls would be larger than typical parking stalls, must be located as close as possible to an accessible entrance. These new requirements would only apply to new construction, current developments would not be impacted.

Currently, other than pocket communities, there is no requirement for accessible parking. The apartment zone is expected to require a minimum number of accessible stalls. The Town may consider extending the accessible parking requirement to other developments as part of the broader Land Use Bylaw review project.

### **Stormwater Management**

Stormwater management is increasingly important as precipitation events become more intense, increasing the potential impact on property and residents. Stormwater management is also important to protecting Town infrastructure, including the sanitary sewer system, which has been used for stormwater in the past. Stormwater impacts are greatest from developments with significant non-permeable surfaces, such as apartment building roofs and associated parking lots.

The Town has developed guidelines for applicants to consider when managing stormwater. The Town may revise the guidelines and make at looking parts of the guidelines mandatory as part of future work.

### **Town Sewer and Water**

The Town currently requires new development to connect to the Towns sanitary sewer if development is within 100 feet of an existing sanitary sewer.

The proposed zone would have the additional requirement of requiring a connection to Town water. This is to ensure residents have access to water in the event of a drought and a water supply to potentially aid with fire response.

Landowners who wish to build 7 or more units on lots that are not serviced with water and/or sewer will need to enter into an agreement with the Town to extend service prior to rezoning.

### **Density**

The density maximum is intended to reduce the impacts on surrounding development and protect the Town's character while supporting affordable housing. This is expressed as units per area, units per hectare or acre. By regulating the number of units by area, larger developments with more on larger properties are possible, while smaller lots developments, where impacts to adjacent properties are more likely, are limited.

The proposed density maximum is 25 units per acre or 62 units per hectare. For comparison Town of Bridgewaters Comprehensive Residential – R3 (a medium density zone) or Town of Wolfville's High Density Residential (R4) are similar densities.

Alternatively, the Town could choose not pursue a density maximum in the land use bylaw, instead ensuring new development is in character with the nature of the community using height, setback and design restrictions. This approach is similar to Town of Lunenburg or Town of Kentville. This could lead to more units created, as there is no unit maximum, but risks overly intensive use of land, potentially creating issues around parking, traffic, recreation space, and/or impact adjacent properties.

### **Buffering and Landscaping**

Buffering may also be required to reduced impact on existing development. Landscaping, bushes, trees and other vegetation, is best used to reduce noise impacts and fencing can reduce light and visual impacts. Lighting would need to be oriented to minimize impacts on adjacent properties. Solid waste storage would also be screened to reduce potential visual, noise and odour impacts. Lastly noise generators, such as such as building air handlers, drive through queues and industrial facilities would be located and buffered in a manner to reduce the noise impacts on adjacent properties.

Buffering may include fencing and/or landscaping, or neither, depending on the specific application and opinions of neighbouring property owners and residents.

### **Site Plan Approval**

Approval of apartments with 7 or more units will be by site plan, a potentially longer approval process, but it enables the Town to better address issues such as stormwater and buffering from other residential uses.

Site plan approval revolves around a site plan, a scale, graphic representation of the site, proposed building and related site features. In the development permit process, drawings may be submitted but are not binding on the applicant; they are submitted to aid the development officer in making their decision. Site plans, and the details shown on them, are binding on the applicant once approved.

Site plans require a land survey completed by a licensed land surveyor. Most apartments for 7+ units will be required to complete a survey to qualify for financing.

Site plans can make regulation of stormwater and parking more effective and efficient as they are spatial issues and can be regulated in through one document, compared to a written description.

As part of the site plan approval process, properties within 30 meters will receive notice of application (new Town requirement) and notice of approval (MGA requirement).

Landowners within 30 meters will receive two notices should there be an application for an apartment building. The first provides notice that there has been an application received, an outline of the proposed development and providing an opportunity for input. If the applicant has provided evidence of sending a letter requesting input, with input directed to the Town, or written input from all landowners that would otherwise receive a notice, the development officer may waive this notice requirement.

The second notice, required under the MGA, is to landowners within 30 meters, it states the site plan has been approved, how appeals can be filed and when the right to appeal elapses (14 days from approval).

These two notices would be in addition to any public engagement as part of the rezoning process, which includes an opportunity for written input and a public hearing.

Additionally, the Town will need to update its Municipal Fees Policy to state the fee for a site plan application.

**Rezoning criteria**

To build a 7+ unit apartment building, a landowner would need to apply for a rezoning. This process includes public engagement. There are also criteria the land must meet to be rezoned, including:

1. Not be located in the Historic Waterfront, Industrial or Rural Unserviced areas on Map 1 of this MPS; and
2. Have access to Town water and sewer with sufficient capacity to support the proposed rezoning; or has entered into an agreement to extend/expand Town water and sewer.

Plus criteria under Policy 44 of the current MPS, which includes:

That the proposed development that would result from the amendment is not premature or inappropriate by reason of:

- (i) the financial capability of the town to absorb any costs related to the development,
- (ii) the adequacy of the sewer and water services to support the proposed development,
- (iii) the adequacy and proximity of school, recreation, and other community facilities
- (iv) the adequacy of the road network in, adjacent to, or leading to the development,
- (v) the potential for damage or destruction of historical buildings and sites, and
- (vi) its bulk and scale in relation to the existing surrounding development.

## **Variance**

Removing the variance ability for height will increase certainty of the maximum height as no new apartments will exceed 35 feet. However, this may be inflexible and restrictive to new development. Few variances for height have been issued, however variances for lot size and yard requirements are more common. For example, the land use bylaw may state a minimum of 10 foot front yard, but that is reduced to 8 feet.

The criteria to evaluate applications for variance would follow Policy 44 of the MPS (outlined above under Rezoning Criteria). Assessed owners within 30 meters would also receive a notice of application for variance and provided opportunity for comment.

Landowners wishing to construct an apartment building more than 35 feet in height will need to make application for an MPS and LUB amendment, which is subject to public engagement. To provide greater clarity, how height is defined has also been updated; it now aligns with other municipalities (Towns of Bridgewater and Yarmouth).

Additionally, there are proposed criteria specific to parking variances:

For variances to parking requirements, the Development Officer shall only consider a variance to parking requirements that would result in at least one of:

- a) Improved internal traffic flow;
- b) Increased traffic safety;
- c) Providing space for stormwater management structures or landscaping;
- d) The protection mature tree(s);
- e) The protection of heritage structure(s);
- f) Providing tree(s) to shade vehicles and pedestrians; and/or
- g) Providing bicycle parking in lieu of vehicle parking at a rate of 2 bicycle stalls per vehicle stall to a maximum of 20% of the required parking or one stall, whichever is greater.

The development officer will not approve a variance for parking for properties that are on or adjacent to streets with existing parking issues as identified by the Town.

Street with existing parking issues will be identified through a future study on parking. IN the interim, the Development Officer will make a determination in consultation with the Town Engineer and considering input from local residents.

### **Commercial Development District**

The expansion of the commercial district will enable the Town to enter into an agreement with the landowner to phase in property taxes over time. More information on the commercial phase in tax will be in a separate report on that issue and proposing amendments to the relevant bylaw.

### **Alignment with Existing Objectives**

Below is an analysis of the three main amendments, addition of an apartment zone, changes to the variance process and lastly the addition to the Commercial Development District, compared against the current Objectives in the MPS.

#### **To insure that all development is carried out in a safe and orderly manner.**

##### Apartment Zone

By requiring water, the Town is ensuring that development takes place in a safe manner, reducing the impacts off drought and providing water to aid with fire suppression. The apartment zone will also require a site plan and using site plan criteria outlining how the development will be built in a orderly manner,

##### Variance Process

Amendments to the variance process will increase the certainty of what type of variances can and should be issued, promoting orderly development.

##### Commercial Development District

Not applicable

#### **To insure that development decisions are made with due consideration for the best interest of the Town as a whole.**

##### Apartment Zone

The proposed apartment zone has additional requirements, such as approval by site plan, that will help ensure that development decision regarding apartments are made in the best interest of the Town as a whole.

##### Variance Process

Currently, there are no criteria to determine if a variance approval is made with due consideration of the best interests of the Town as a whole. The proposed criteria will ensure development decisions do take the best interest of the Town into account.

Commercial Development District

Not applicable

**To preserve, protect and enhance the special character of the historic waterfront area as a living monument to the Town's Loyalist past.**

Apartment Zone

The apartment zone will not be permitted in the Historic Waterfront area. Site plan criteria states compliance with the Heritage Act is required.

Variance Process

The variance process will explicitly recognize heritage preservation as a criteria for granting, or refusing, a variance.

Commercial Development District

Not applicable

**To insure that adequate land is available for the future growth of residential, commercial, and industrial development.**

Apartment Zone

These amendments will expand the ability of landowners to build apartment buildings in Town, enabling an increase the land available for residential development and increasing the housing supply.

Variance Process

Not applicable

Commercial Development District

The addition of the proposed hotel site will promote the development of more commercial land in town

**To locate commercial and industrial land uses in such a manner so as to minimize their impact upon residential neighborhoods.**

Apartment Zone

Not applicable

Variance Process

The proposed amendments to the variance criteria explicitly address the need to minimize impact on neighbouring properties.

Commercial Development District

The proposed hotel development is not located near residential neighbourhood, and the impacts would be minimal, especially when compared to the noise and disruption of the nearby Highway 103 and exit 26.

**To encourage a wide variety of commercial and industrial activity with a view of promoting Shelburne as the industrial and commercial centre of Shelburne County.**

Apartment Zone

Not applicable

Variance Process

Not applicable

Commercial Development District

The proposed hotel will promote Shelburne as the commercial and industrial centre of the County by providing accommodations in Town.

**Process and Public Engagement**

Amendments to the MPS and LUB require public engagement under the MGA and the Town’s Public Participation Policy. On January 8, 2025, the Town conducted a public engagement meeting from 5:30-6:30; no members of the public attended.

Staff will be considering alternative approaches to gather more public input in the future.

**Next Steps and Options**

The next step would be first reading of the proposed amendments. Under s. 246 (3) of the MGA, the Town cannot issue approvals inconsistent with proposed LUB amendments until the proposed amendments have been approved, withdrawn or 150 days has elapsed from first reading. This would temporarily prevent the Town from issuing variances and could impact approval apartments of 7+ residential units during this period.

Following first reading, the next step would be to schedule a public hearing and staff to prepare the second reading report for Councils consideration. The public hearing the second and last chance for the public to provide input on the proposed amendments.

Following second reading, staff would submit the proposed amendments to the Province for final review. Once the Province has completed its review, the Town will post an ad on its website announcing the amendments are in force. This is expected to be in early-mid March, at which time the Town could resume issuing variances.

| Options                                                                      | Pros                                                                                                                                                                                                                                        | Cons                                                                                                |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Proceed with R-A zone, Variance and Commercial district amendments           | <ul style="list-style-type: none"> <li>• Will ensure zoning in place to support new apartments</li> <li>• Will improve variance process, allowing for greater inputs/considerations</li> <li>• Encourages development of a hotel</li> </ul> | <ul style="list-style-type: none"> <li>• None</li> </ul>                                            |
| Hold amendments until the overall MPS and LUB amendments are brought forward | <ul style="list-style-type: none"> <li>• Allows for more public engagement</li> </ul>                                                                                                                                                       | <ul style="list-style-type: none"> <li>• Could delays some proposed apartments by a year</li> </ul> |

**Recommendation**

THAT Council reads the attached amendments to the Town’s Municipal Planning Strategy and Land Use Bylaw amendments a first time;

AND THAT Council direct staff to prepare for a Public Hearing and Second Reading at the Special Council Meeting February 5, 2025;

AND THAT notice is given that amendments to the Town’s Municipal User Fees Policy regarding planning and development fees will be considered at the Special Council Meeting February 5, 2025.

# Proposed Text Amendments

**BOLD – New text**

~~Strikethrough~~ – to be deleted

## MPS - Apartment Zone

Policy 14- Within the Residential Development designation as shown on the Generalized Future Land Use Map (Map 1), Council intends to establish ~~two~~ **three** residential use zones - R-1 Residential General, R-M Residential Mobile Home **and Residential Apartment (R-A)**.

### **4.3 Special Provisions**

With the exception of mobile homes no special locational restrictions will be placed on low density residential development. There are some forms of residential activity, however, which will require special land use control provisions because of the nature of their impact on the residential neighborhoods, transportation and parking requirements, and servicing requirements.

Apartment buildings are buildings built exclusively for multi-family or apartment type of accommodation or conversions from other types of buildings already in place. Depending on the size and number of units these buildings contain, they can have a large impact upon the character of a residential neighborhood.

~~Because of this and in view of the fact that Shelburne does not have large apartment buildings at the present time, it is intended to regulate the location of these buildings according to their size and number of units. Small apartment buildings containing up to six (6) units or conversions with up to six (6) units will be permitted anywhere where R-1 uses are permitted. Larger apartment buildings containing more than six (6) units will be restricted to lots that are zoned Residential – Apartment to lots where R-1 uses are permitted and which abut Ohio Road, Falls Lane, Yater Street, King Street and the Sandy Point Road. In addition, parking standards will be applied so that all tenant parking will be located at the side or back of the building at a rate of one (1) space per unit for buildings with six (6) or less units and one and one half (1.5) spaces per unit for buildings with more than six (6) units.~~

### **Policy 18**

(1)- It is the intention of Council to permit new apartment buildings up to six (6) units or conversions up to six (6) units to locate anywhere where R-1 uses are permitted provide that:

a) the height of the building does not exceed 35 feet, and

b) tenant parking is provided at the side or back of the building at a rate of one (1) space per unit.

**Policy 18A**

- (1) It is the intention of Council to restrict larger apartment buildings, greater than six (6) units, to lots zoned Residential Apartment (R-A).
- (2) In addition to rezoning criteria in Policy 44, any rezoning of land to Residential Apartment (R-A) must:
  - (a) Not be located in the Historic Waterfront, Industrial or Rural Unserviced areas on Map 1 of this MPS; and
  - (b) Have access to Town water and sewer with sufficient capacity to support the proposed rezoning; or has entered into an agreement with the Town to extend/expand Town water and sewer.

Amendments made in keeping with the above do not need to amend the Future Land Use Map.

- (3) Apartments of 7 or more units are permitted only in the Residential Apartment zone provided that:
  - a) the height of the building does not exceed 35 feet;
  - b) the building is connected to Town water and sewer;
  - c) the density does not exceed 25 units per acre (62 units per hectare); and
  - d) other requirements outlined in this strategy and the land use bylaw are met.

**Policy 18B Parking Requirements**

- (1) It is the intention of Council to require all apartment buildings of 7 or more units to provide parking is provided at the side or back of the building at a rate of one (1) one space per unit.
- (2) It is the intention of Council that in addition to the vehicle parking requirements above for an apartment buildings of 7 or more units, accessible parking spaces will be required in accordance with the National Building Code of Canada. The following table is based on the National Building Code’s minimum accessible parking standards:

| Number of Units            | Minimum Number of Accessible Stalls |
|----------------------------|-------------------------------------|
| 7 - 15                     | 1                                   |
| 16 – 45                    | 2                                   |
| 46 – 100                   | 3                                   |
| Every additional 100 units | +1                                  |

Accessible parking stall shall be at minimum 3.9m wide and 5.5m long.

### Policy 18C Stormwater Requirements

It is the intention of Council that apartment buildings follow the Town's Stormwater Management Guidelines.

### Policy 18D Site Plan Requirements

It is the intention of Council to require site plan approval in keeping with criteria in the land use bylaw for 7 or more residential units on a single lot.

## **LUB - Apartment Zone**

### R-1 Uses Permitted

38. No development permit shall be issued in a Residential General (R-1) Zone except for one or more

Of the following uses:

- Single detached dwellings
- Duplex and semi-detached dwellings
- Rowhouse dwellings (subject to the requirements of Section 43, **not exceeding 6 units**)
- **Apartment buildings (not exceeding 6 units)**
- Boarding houses, rooming houses and bed and breakfast establishments (subject to the requirements of Section 41)
- Home occupations (subject to the requirements of Section 42)
- Institutional uses
- Park and Recreational Uses
- Existing Commercial uses (as listed in Schedule "A")
- Existing mobile homes (as listed in Schedule "A").
- Pocket Community Dwellings (subjected to requirements of Section 43A)

**40. (1) In addition to all other requirements, where a proposed development is for an apartment building with six (6) units or less or for a conversion with six (6) units or less such development shall include tenant parking space at the side or rear of the building at a rate of one (1) space per unit.**

**40A. Further, developments of 7 or more residential units shall provide accessible parking in accordance with the able below:**

| Number of Units            | Minimum Number of Accessible Stalls |
|----------------------------|-------------------------------------|
| 7 – 15                     | 1                                   |
| 16 – 45                    | 2                                   |
| 46 – 100                   | 3                                   |
| Every additional 100 units | +1                                  |

Accessible parking stall shall be at minimum 3.9m wide and 5.5m long.

~~(2) In addition to all other requirements, where a proposed development is for an apartment building with more than six (6) units, such development shall be restricted to lots abutting Ohio Road, Falls Lane, Water Street, King Street and Sandy Point Road and shall provide for tenant parking at the side or rear of the building at a rate of one and one half (1.5) spaces per unit.~~

#### Residential Apartment R-A

##### Uses Permitted

40B. No development permit shall be issued in a Residential Apartment (R-A) Zone except for one or more of the following uses:

- Single detached dwellings
- Duplex and semi-detached dwellings
- Rowhouse dwellings
- Apartment buildings
- Boarding houses, rooming houses subject to the requirements of Section 41
- Institutional uses
- Park and recreational

40C. No development permit shall be issued for a use in a Residential General (R-A) zone except in conformance with the requirements set out in Schedule "D" of this By-law.

40D No development permit shall be issued for proposed residential developments greater than 25 units per acre (62 units per hectare) or 35 feet in height.

##### Special Requirements

40E. All apartments of 7 or more residential units must submit a site plan as outlined in section 66A Site Plan Process and section 66B Site Plan Submission Requirements, and receive approval, as outlined in section 66C Site Plan Criteria, prior to approval of a Development Permit.

40F. All apartments of 7 or more residential units must be connected to the Town's water and sewer system, or have entered into an agreement, including cost sharing, with the Town to extend Town water and/or sewer as needed.

40G. Buffering and fencing may be required as part of the site plan, at the discretion of the Development Officer, as stated in section 66C Site Plan Criteria.

### Site Plan Notification Requirements

66A. At least seven days prior to approval, the development officer shall notify and provide opportunity for written comment to all assessed owners within thirty (30) meters. The notice shall:

- (a) identify the property where the site plan is proposed;
- (b) describe or show the proposed site plan; and
- (c) Identify how landowners can provide written comment.

Alternatively, where the Applicant has provided evidence of providing notice in compliance with the above, with comments are directed to the Town, the development officer may determine the requirement for notice under this section has been met.

66B. Within seven days of approving a site plan, the development officer shall give notice in writing of the site plan granted to every assessed owner whose property is within thirty (30) metres, in keeping with requirements in the *MGA*.

The second notice shall:

- (a) identify the property where the site plan approval was granted;
- (b) describe or show the site plan approval granted; and
- (c) set out the right to appeal the decision of the development officer

### Site Plan Submission Requirements

66C. An application for site plan is not complete unless:

1. It contains three (3) copies of scale drawings prepared by a licensed surveyor or Professional Engineer that indicate the:
  - a) physical characteristics of the proposed site, including lot dimension, elevations, natural drainage, existing watercourses and shorelines, existing structures and vegetation;
  - b) registered heritage structures on or adjacent to the site;
  - c) adjacent streets, rights-of-way and easements;

- d) proposed location and use of all buildings, signs and structures to be constructed, including external lighting;
  - e) proposed solid waste storage,
  - f) proposed stormwater management,
  - g) proposed Town sewer and water connections,
  - h) proposed streets, driveways, parking lots, walkways, active transportation routes; and
  - i) proposed landscaping, fencing and other site features.
2. Payment of a fee for site plan application as stated in the Town's Municipal User Fees Policy.

### Site Plan Criteria

66C. The Development Officer shall not approve a site plan unless it meets the criteria below. A site plan must:

1. Minimize the negative impacts of the proposed development, including buildings and signs, on the surrounding neighbourhood, including noise, lighting, shadows, or other nuisance or inconvenience to occupants of nearby residences, specifically:
  - a. Outdoor lighting is designed to light the structure, driveways and pedestrian infrastructure, but not trespass onto adjacent properties;
  - b. Shadows cast on adjacent properties should be minimized;
  - c. Noise generators, such as building air handlers, drive through queues and industrial facilities shall be located and buffered in a manner to reduce the noise impacts on adjacent properties;
2. Comply with the Heritage Act, where applicable
3. Retain existing vegetation where possible to provide mature landscaping and minimize the impacts of development on the surrounding neighbourhood;
4. Minimize undue erosion and/or sedimentation, and other negative impacts on neighbouring properties from grading or alteration in elevation or contour of the land,
5. Minimize visual and noise impacts on nearby properties, through landscaping, fencing or a combination of both;
6. Outline the proposed landscaping, including trees, hedges, shrubs, ground cover, including species section for non-native plants, fences, walls, other landscaping features and must not plant species identified by the Province of Nova Scotia as invasive species;
7. Ensure parking and loading is either behind the building, or appropriately screened from the street with landscaping to minimize the impacts of traffic, noise, lighting, or other nuisances;
8. Site accessible parking close to a building entrance without any barriers and in keeping with the Exterior barrier-free path of travel in the Nova Scotia Building Accessibility Checklist, unless exempt;
9. Provide pedestrian access(es) to link public sidewalks, if any, and parking areas to entrances of all primary buildings;

10. Ensure safe traffic flow, including but not limited to the protection of sightlines at intersections and driveways;
11. Meet engineering standards of the Town;
12. Ensure proposed stormwater flows do not damage adjacent properties or Town infrastructure;
13. Ensure the storage of solid waste does not create a visual nuisance or excessive odour and is separated or screened from residential development and public areas;
14. For site plans that contain multiple buildings:
  - a. Must ensure access for emergency vehicles;
  - b. Buildings are to be of similar architectural style and appearance, particularly if the existing structure is a heritage building,
  - c. Include pedestrian connections between buildings
  - d. Provide separation between buildings that is at least half the height of the tallest building;
  - e. Signage may be required at the discretion of the Development Officer, to aid the navigation of residents and guests; and
15. Not be contrary to the intent of any policies in the MPS or requirements in the LUB.

In addition to the aforementioned criteria, the development officer shall have regard for the comments of assessed owners within 30 meters, including but not limited to buffering options.

**Amendment to Schedule D Table 1**

**Apartment Residential (7+ units)\***

|                         |                                                 |
|-------------------------|-------------------------------------------------|
| <b>Min Lot area</b>     | <b>10,000 square feet</b>                       |
| <b>Min Frontage</b>     | <b>60 feet</b>                                  |
| <b>Min front yard</b>   | <b>20 feet or average of adjacent buildings</b> |
| <b>Min rear yard</b>    | <b>20 feet</b>                                  |
| <b>Min side yard</b>    | <b>8 feet</b>                                   |
| <b>Max Lot Coverage</b> | <b>50%</b>                                      |
| <b>Max Height</b>       | <b>35 feet</b>                                  |

\*for rowhouse, see rowhouse requirements

**MPS - Variance**

## 9.6 Variance

In addition to the general powers granted to the Development Officer under the *Municipal Government Act*, the Act also empowers the development officer to grant a variance from the requirements of the Land Use By-Law. Sections 235-237, of the Municipal Government Act provides complete details. (RC- Feb 02/11;E-Apr 04/11)

Policy 45(A)- It is the intention of council to grant authority to the development officer to issue a variance, ~~where appropriate~~ **subject to criteria in the land use bylaw. It is also the intention of Council to grant authority the development officer to issue a variance**, in the following additional areas:

- The number of parking spaces and loading space required,
- the ground area and height of structure,
- the floor area occupied by a home-based business,**
- the height and area of a sign** (RC- Feb 02/11;E-Apr 04/11)

## LUB - Variance

~~(p) HEIGHT means the vertical distance of a building measured between the highest point of the roof and the grade level of the main entrance of the building.~~

**Means the vertical distance of a building between the average building grade and:**

- i) **The highest point of the roof surface of the parapet, or a flat roof, whichever is the greater;**
- ii) **The decline of a mansard roof; or**
- iii) **the mean level between eaves and ridges or a gabled, hip, gambrel or other type of pitched roof;**

**but shall not include any construction used as ornament or for the mechanical operation of the building, water reservoirs, a mechanical penthouse, chimney, flag poll, solar panels/power collection or steeple.**

## 20. Exemption from Height Regulations

~~The height regulations of this By-law shall not apply to church spires or steeples, water reservoirs, elevator enclosures, silos, flag poles, television or radio antennae, ventilators, barns, chimneys or clock towers.~~

37(A) In addition to the general variance provisions, found in Section 235(1) of the Municipal Government Act, pursuant to Policy 45A of the Municipal Planning Strategy and **subject to the criteria under section 37 (E) of this bylaw**, the Development Officer may also grant a variance in the following areas: the number of parking spaces and loading spaces required,

- the ground area and height of a structure,
- the floor area occupied by a home-based business,
- the height and area of a sign

### **37(B) Variance Application**

**Applicants for variance must provide a complete application, including:**

1. Identify the property where the variance is proposed;
2. Describe the variance(s) requested;
3. How the requested variance(s) meets applicable criteria under s. 37E;
4. Payment of a fee for variance application as stated in the Town's Municipal User Fees Policy.

### **37(C) Variance Notice**

**At least seven days prior to approval of the variance, the development officer shall notify and provide opportunity for written comment to all assessed owners within thirty (30) meters. The notice shall:**

- a) identify the property where the variance is proposed;
- b) describe the proposed variance; and
- c) Identify how landowners can provide comment.

**Alternatively, where the Applicant has provided evidence of providing notice in compliance with the above, with written comments are directed to the Town, the development officer may determine the requirement for notice under this section has been met.**

### **37(D) Variance Approval Notice**

**Within seven days of approving a variance, the development officer shall give notice in writing of the variance granted to every assessed owner whose property is within thirty (30) metres, in keeping with requirements in the *MGA*. The second notice shall:**

- a) describe the site plan approval granted;
- b) identify the property where the site plan approval was granted; and
- c) set out the right to appeal the decision of the development officer

### **37 (E) Criteria for Variance Approval**

1. A variance will not be granted if the approval of the variance would be premature or

inappropriate due to:

- a) the potential financial impact on the town;
  - b) the adequacy of the sewer and water services;
  - c) the adequacy of the road network in, adjacent to, or leading to the development,
  - d) the potential for damage or destruction of historical buildings and sites, and
  - e) the bulk and scale in relation to the existing surrounding development.
2. For variances to parking requirements, the Development Officer shall only consider a variance to parking requirements that would result in at least one of:
- a) Improved internal traffic flow;
  - b) Increased traffic safety;
  - c) Providing space for stormwater management structures or landscaping;
  - d) The protection mature tree(s);
  - e) The protection of heritage structure(s);
  - f) Providing tree(s) to shade vehicles and pedestrians; and/or
  - g) Providing bicycle parking in lieu of vehicle parking at a rate of 2 bicycle stalls per vehicle stall to a maximum of 20% of the required parking or one stall, whichever is greater.
- The development officer shall not approve a variance for parking for properties that are on or adjacent to streets with existing parking issues as identified by the Town.
3. The development officer shall have regard for the comments of assessed owners within 30 meters.

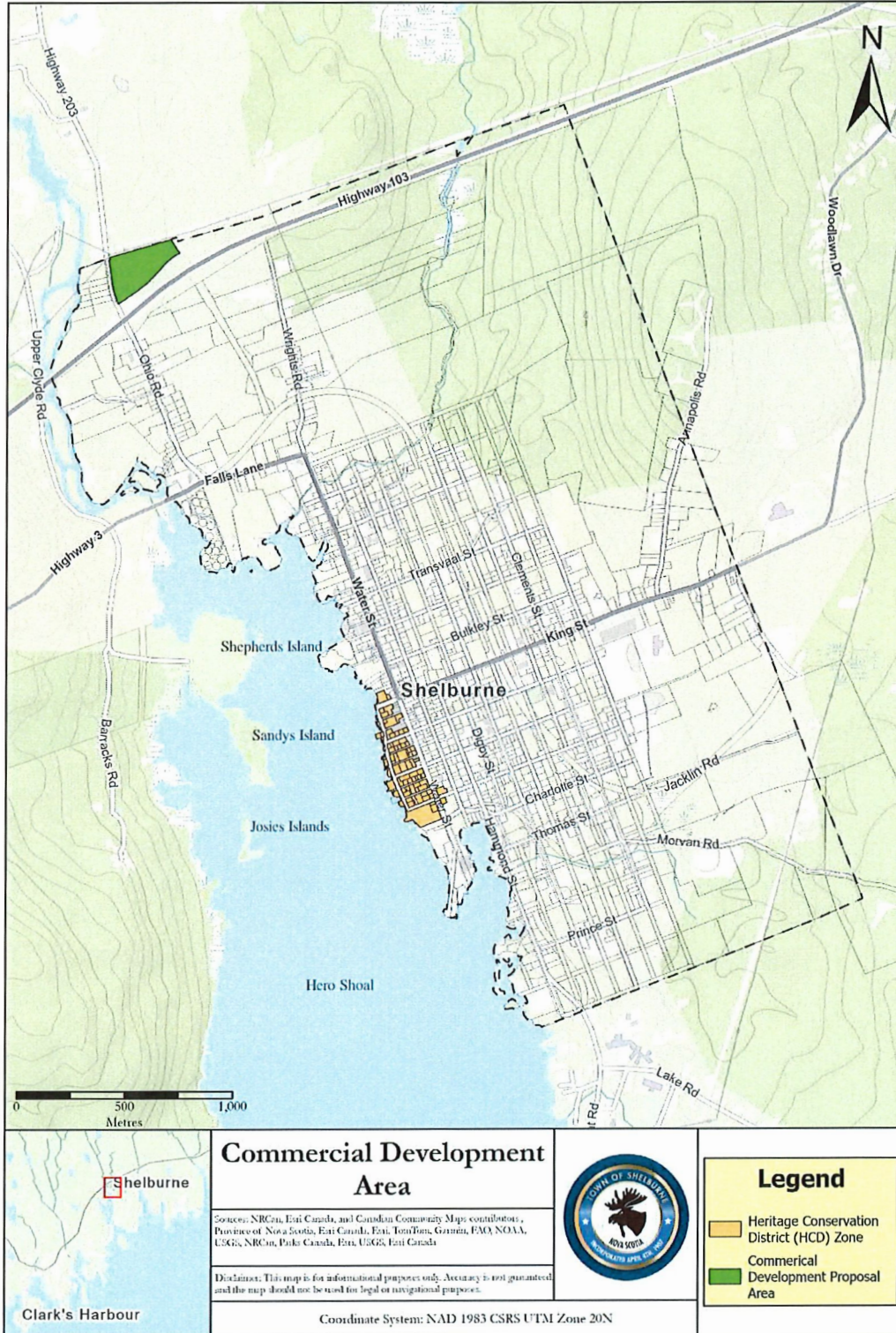
Private Storage Uses are renumber from 37B to 37F

## **LUB Zone Map Amendments**

PIDS 80146939, 80142656, 80142672, 80142631, 80143639, 82573908 to be zoned R-A.

# MPS Commercial Development District (CDD) MPS

## MAP 5 – Commercial Development Area





**Town of Shelburne**  
**Staff Report to Council**  
**Community Climate Capacity (CCC) Program**  
**Low Carbon Communities Funding Award**

|                   |                                     |
|-------------------|-------------------------------------|
| Document #        | D 25-022                            |
| Rec'd by          | [Signature]                         |
| Date              | Jan. 17/25                          |
| <b>COPIES TO:</b> |                                     |
| Council           | <input checked="" type="checkbox"/> |
| Agenda            | <input checked="" type="checkbox"/> |
| Committee         | <input type="checkbox"/>            |
| the Low           | <input type="checkbox"/>            |

**General Overview:**

This report provides an update on the success of the Shelburne County Cohort in the Low Carbon Communities (LCC) Funding Program and seeks approval from Council to match funds in the amount of \$5,250.00 for the Low Carbon Communities project.

**Background:**

The Low Carbon Communities (LCC) Program, delivered by the Nova Scotia Department of Energy, supports innovative, community-led initiatives that result in long-term reductions in greenhouse gas emissions. The program funds projects aimed at clean buildings, clean electricity, clean transportation, or clean energy education, covering up to 75% of eligible project costs. Projects must be completed by January 9, 2026.

The Municipality of the District of Shelburne, in collaboration with the Municipality of Barrington and the Town of Shelburne, submitted a successful application to the LCC Program under the clean buildings category. The project, titled "*Low Carbon County: Energy Planning and Engagement in Shelburne County*", addresses barriers to achieving emissions reduction targets and focuses on increasing local climate capacity through education, engagement, and data-driven energy solutions.

**Analysis:**

This two-part project aims to (1) raise awareness and provide resources to residents and businesses on reducing emissions and energy consumption, and (2) conduct a greenhouse gas (GHG) emissions inventory for the participating communities. The GHG inventory will establish a baseline dataset for future emissions reduction efforts and guide strategies to mitigate climate change impacts.

Rather than outsourcing the inventory, the project will develop in-house capacity through training and project management, with the support of a consulting firm. This approach will create a tailored system for updating energy data in the future, reducing reliance on external consultants and enhancing the long-term sustainability of emissions monitoring in Shelburne County.

The project is aligned with key strategic documents such as the 2010 Integrated Community Sustainability Plan and the 2013 Municipal Climate Change Action Plan, which both identify energy reduction programs and emissions inventory development as priority actions. Additionally, studies by the Western Regional Enterprise Network (2019) and the Eastern Shelburne County Energy Strategy (2010) highlight residential emissions as a major contributor to GHG levels, underlining the need for education and greater participation in efficiency programs.

**Financial:**

The total project cost is \$70,000, with the LCC Program contributing \$52,500 (75% of eligible costs). The remaining \$17,500 will be shared among the three participating municipalities as follows:

- **Town of Shelburne:** \$5,250 (30%)
- **Municipality of Barrington:** \$5,250 (30%)
- **Municipality of the District of Shelburne:** \$7,000 (40%)

*The cost allocation is based on several factors, including population size, the number of municipal facilities, and the availability of existing energy data. This ensures that each participating municipality contributes an equitable share based on their capacity and resource needs.*

The payment schedule includes:

- 90% of the grant provided upon signing the contribution agreement (deadline extended to January 23, 2025).
- An interim report due by July 11, 2025.
- The final 10% of the grant released upon submission of a final report and budget by January 9, 2026.

**Recommendation:**

THAT Council approves the award of the Low Carbon Communities funding and commits to matching funds in the amount of \$5,250.00 for the 2025-2026 fiscal year.

**ATTACHMENTS**

1. Low Carbon Communities Contribution Agreement
2. Low Carbon Communities Application
3. Low Carbon Communities Program Guidelines 2024

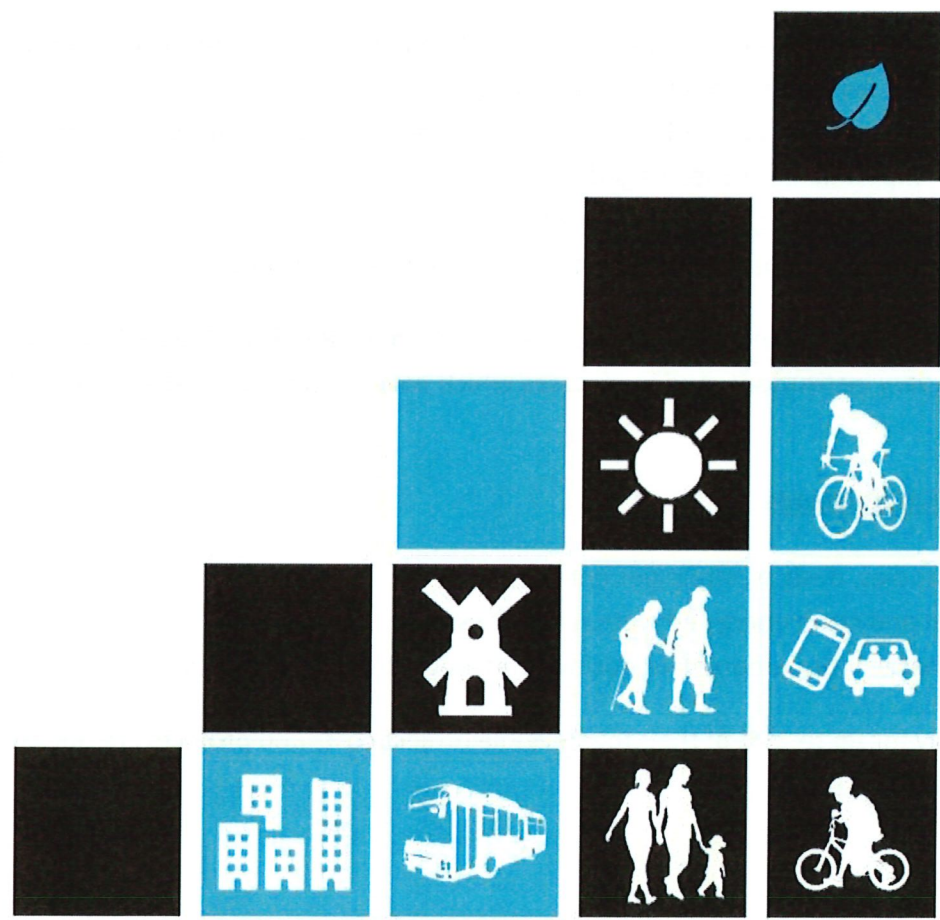
*Respectfully submitted,*

*Sarah Mattatall*

*Chief Administrative Officer*

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# Low Carbon Communities



Supporting Low Carbon Community Initiatives in Nova Scotia

*Program Guidelines*  
2024- 2025

## Program Overview

**Low Carbon Communities (LCC)** is a provincial grant program delivered through the Nova Scotia Department of Natural Resources and Renewables. LCC provides funding for community projects in Nova Scotia that support low carbon solutions in the buildings, electricity, and transportation sectors. Funded projects can involve testing new ideas, applying best practices, increasing knowledge, and enhancing equity and accessibility.

### LCC aims to:

- Help communities complete the preparatory work required to develop their projects (an essential step to access implementation funding opportunities)
- Advance community led, innovative solutions for climate mitigation (mitigation projects that include elements of adaptation are encouraged)
- Support learning by doing and knowledge transfer
- Contribute to social and equitable investments in Nova Scotian communities

The program is open to Nova Scotian: **municipalities, First Nations Bands and organizations, registered non-profits, post-secondary institutions, and businesses which have projects that benefit Nova Scotian communities.**

### Eligible project activities include:

- Feasibility studies, designs, strategies and/or planning
- Engagement and clean energy education activities
- Initiatives that test or demonstrate positive and innovative low carbon solutions

Applicants can apply for **up to 75%** of their total eligible project costs and **projects are due to be completed by October 31, 2025.**

### Key Dates:

- **July 05, 2024** by 11:59 PM ADT – Deadline to submit Expression of Interest (EOI)
- **July 31, 2024** by 11:59 PM ADT – Deadline to submit application package
- Project activities should have a **start date no earlier than November 2024**
- **January 09, 2026** by 11:59 PM ADT – Deadline to complete project and submit final report

**Questions? Staff are available year-round to discuss potential projects, partnerships and supporting your application. Please contact our Program Staff: [lowcarboncommunities@novascotia.ca](mailto:lowcarboncommunities@novascotia.ca)**

## Program Categories

### Clean Buildings - LCC will provide grants of up to \$75,000 per project in this category.

- Energy audits, designs, and deep retrofit plans for new or existing buildings including:
  - *Community buildings\*\**
  - *Affordable housing\*\**
  - Social Enterprises
- Planning for net zero buildings and communities, including:
  - Community energy plans
  - Comprehensive design approaches (e.g., Integrated Design Process, Net Zero designs including embodied carbon)
  - Data analysis to inform low carbon building portfolios
- Learning by doing: Testing an innovative solution in the Building sector (requires evaluation and knowledge transfer built into project)

### Clean Electricity – LCC will provide grants of up to \$75,000 per project in this category.

- Plans and feasibility studies for renewable energy and distributed energy projects such as:
  - Net-metered solar
  - Community solar
  - Battery energy storage
  - Electricity resiliency for communities (e.g., Solutions for communities during electricity challenges such as microgrids, virtual power plants)
- Community or neighbourhood energy planning (including District Energy systems)
- Learning by doing: Testing an innovative solution in the Electricity sector (requires evaluation and knowledge transfer built into project)

### Clean Transportation - LCC will provide grants of up to \$75,000 per project in this category.

- Studies, strategies, design and planning for zero-emission:
  - Vehicle fleets
  - Charging infrastructure
  - Transit systems
  - Shared mobility services (e.g., EV, E-bike, etc.)
  - Local delivery services
  - Micro-mobility
- Learning by doing: Testing an innovative a solution in the Clean Transportation sector (requires evaluation and knowledge transfer built into project)

### Clean Energy Education - LCC will provide grants of up to \$50,000 per project in this category.

- Staff training, capacity building, public engagement, and group learning
- Clean energy education or promotion
- Workforce development and training or upskilling

#### \*\*For the purpose of this grant:

- “Community Buildings” are defined as “buildings that provide services and/or gathering space to the public and are non-commercial.”
- “Affordable Housing” is defined as “housing projects that offer rent for at least 20% below average market (for the area) for at least 30% of the housing units”.

## Eligibility

### Eligible Applicants

Nova Scotian:

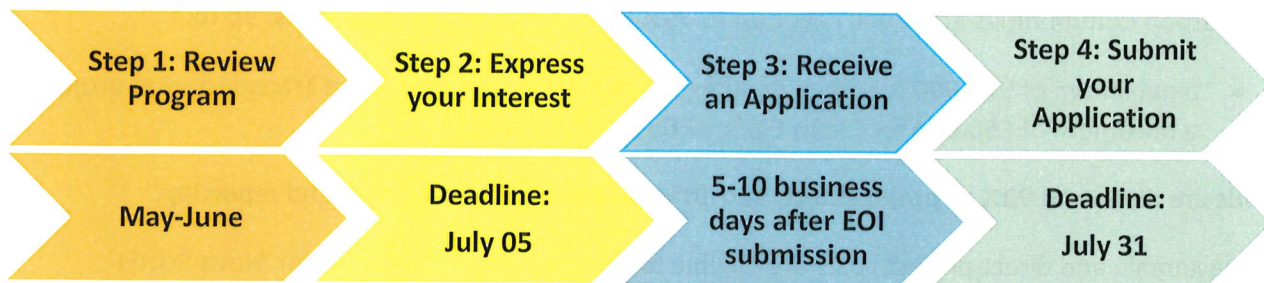
- Municipalities
- First Nations Bands and organizations
- Registered Non-Profit organizations\*
- Post-secondary institutions
- Business (project must benefit a Nova Scotian Community)

\*Non-profits must be registered (e.g., *Nova Scotia Registry of Joint Stock Companies*)

### Program Specific Eligibility Criteria

| Eligibility Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• The primary project partner must be based in Nova Scotia and benefit Nova Scotian communities. Ideally the project lead will be based in the community or region the project will serve;</li> <li>• The project should be identified as a community priority, or identified in a community plan/municipal document, or should have a letter of support from Council;</li> <li>• Nova Scotia businesses are eligible to receive funding through this program if the project outcomes are directly linked to positive impacts/access/services for Nova Scotian residents;</li> <li>• Applicant must be able to demonstrate the project’s ability to reduce GHGs;</li> <li>• Applicant must confirm all necessary permits are in place at the time of project implementation;</li> <li>• Applicant must provide proof of matching funds and/or in-kind contributions; and</li> <li>• Multiple submissions from an applicant are allowed; however, the priority ranking of each submission should be identified.</li> </ul>                                                                                                                  |
| Ineligible Projects and Expenses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <ul style="list-style-type: none"> <li>• Ongoing operational costs for charging infrastructure, fleets, transit and shared-mobility services;</li> <li>• Organizational administration, existing staff salaries, start up costs, and restructuring;</li> <li>• Projects that are substantially large capital expense (e.g., purchase of solar panels, heat pumps, electric vehicles);</li> <li>• Purchase and installation of Level 2 EV chargers unless required for the purpose of piloting an innovative solution. For innovation projects, projects are eligible for 50% of installed Level 2 charger costs up to \$5,000;</li> <li>• Energy audits and design plans solely focused on upgrading existing electric systems;</li> <li>• Projects that have not demonstrated strong community support;</li> <li>• Redistributing the funding as grants/rebates to other organizations;</li> <li>• Project does not materially advance the objectives of the federal and provincial climate plans: <u><i>A Healthy Environment and a Healthy Economy</i></u> (2020), <u><i>2030 Emissions Reduction Plan</i></u> (2022), <u><i>Our Climate, Our Future</i></u> (2022)</li> </ul> |

## 2024-2025 Project Submission Process and Timeline



### Step 1: Review Program

Read the Program Guidelines for program categories and eligibility requirements to determine if your project fits the LCC program. Contact [us](#) if you have any ideas you want to discuss.

### Step 2: Express your Interest

Submit a brief project overview through our [online Expression of Interest form \(EOI\)](#) by **July 05, 2024 at 11:59 PM ADT**. Applicants will receive an email confirmation of receipt of submission. Staff will review the EOI submissions to verify eligibility and alignment with the LCC program. Staff may contact you for clarification or questions.

### Step 3: Receive an Application Form

All applicants will be notified of the outcome of their EOI by email within 5-10 business days of EOI submission. Only eligible projects will be sent an application form inviting them to apply to the program.

### Step 4: Submit your Application Package

Applicants must submit their completed application form and any other supplementary documentation (examples listed below) to [Lowcarboncommunities@novascotia.ca](mailto:Lowcarboncommunities@novascotia.ca) by **July 31, 2024 at 11:59PM ADT**. Staff will confirm receipt of your submission via email.

**In addition to the application form, you will also need to include the following documentation:**

- ✓ Confirmation of matching funds or in-kind contributions **(required)**
- ✓ Letters of support from council, community or partners **(required)**
- ✓ Strategic/community plans that name or prioritize the outcomes of your project **(if existing)**
- ✓ Visual materials (e.g., map of location)
- ✓ Any additional relevant information (quotes on costs)

**NOTE: Applicants are responsible to ensure all forms are completed and that supporting documents are provided at the time of submission.**

## Funding Guidelines

Low Carbon Communities grant will cover up to **75% of total project eligible costs**, up to:

- a maximum of **\$75,000** for Clean Buildings, Clean Electricity, and Clean Transportation projects,
- a maximum of **\$50,000** for Clean Energy Education projects,

Funds are disbursed **90% at project start, and 10% upon project completion** and reporting.

All reasonable and direct project costs are eligible for funding under this program. Nova Scotia Department of Natural Resources and Renewables staff reserve the right to question/decline funding for costs that are deemed unreasonable.

Applicants must provide a matching fund and/or in-kind contribution that meets the following criteria:

- **In-kind contribution:** (An 'in-kind' reporting form will be provided)
  - Qualified in-kind contributions include donated material, equipment, and labour incremental costs incurred by the applicant or partners must be in association with the proposed project. To be eligible, incremental costs must be new costs incurred because of the initiative, including new space provided for the project or labour associated with the project.
- **Remaining funding:**
  - Funding can include other sources of municipal, federal, provincial or community government contributions and/or other sources of funding, including resources from community organizations, non-profits or businesses.
  - However, no more than 75% of the total project cost can be funded through the provincial government.

NOTE: Upon application, applicants are required to identify if they have applied for funding for this project under other funding programs, and the application status.

**For more information and resources please visit the “Additional Resources” section of our website or contact one of our Program Staff.**

[lowcarboncommunities@novascotia.ca](mailto:lowcarboncommunities@novascotia.ca)

Program Coordinator: Nat Beltran-Schiavi (902-499-2497)  
 Program Manager: Gabrielle Riley Gallagher (902-219-0264)

## CONTRIBUTION AGREEMENT

**THIS CONTRIBUTION AGREEMENT** effective as of the 13 day of December, 2024.

### **BETWEEN:**

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NOVA SCOTIA**, as represented by the Minister of Energy (the "Province")

- and -

**MUNICIPALITY OF THE DISTRICT OF SHELBURNE**, with its head office located in (Shelburne, Nova Scotia), (the "Grant Recipient")

**WHEREAS** the Department of Energy is providing funding through the Low Carbon Communities grant program in order to create long lasting greenhouse gas (GHG) reductions and to develop bright ideas for low-carbon, clean energy projects;

**AND WHEREAS** the Province of Nova Scotia, through its Climate Plan "Our Climate, Our Future", is committed to helping Nova Scotia communities capture more energy cost-savings and job creation by helping promote new efficiency and solar programs, in addition to providing all Nova Scotians with accessible, affordable, safe and convenient clean transportation choices that supports personal and environmental well-being; The proposed project aligns with the intended purpose and scope of the Department of Energy work to advance the Climate Change Plan for Clean Growth action item #54;

**AND WHEREAS** the Grant Recipient has applied to the Low Carbon Communities program for support in implementing **LOW CARBON COUNTY: ENERGY PLANNING AND ENGAGEMENT IN SHELBURNE COUNTY** (the "Project");

**AND WHEREAS** the Department of Energy has agreed to fund the Project proposed by the Grant Recipient;

**THE PARTIES** agree as follows:

## 1. DUTIES AND RESPONSIBILITIES

- 1.1. The Grant Recipient agrees to use the funds from this contribution to support the Project deliverables as outlined in Schedule "A".
- 1.2. Unless the parties otherwise arrange, the Grant Recipient shall obtain, supply and pay for all labour, materials, facilities and approvals necessary or advisable to develop the Project.
- 1.3. Nothing in this Agreement shall be interpreted to prohibit or limit the right of the Grant Recipient to provide services for any person, government, or agency.
- 1.4. Unless advised otherwise in writing by the respective party, the contact persons are as follows:
  - (a) For the Province:  
Nat Beltran, Low Carbon Communities Program Coordinator  
Nova Scotia Department of Energy  
Office: 902-499-2497  
Email: lowcarboncommunities@novascotia.ca
  - (b) For the Grant Recipient:  
Val Kean - Director of Economic and Community Development  
Municipality of the District of Shelburne  
414 Woodlawn Drive, Shelburne, NS - B0T1W0  
Office: 902-875-3544  
Email: val.kean@municipalityofshelburne.ca
- 1.5. The Grant Recipient shall undertake the project deliverables outlined in the Grant Application ("Schedule A" of this agreement) and shall discharge its duties and responsibilities respecting the work in a competent and reasonable manner.
- 1.6. The Grant Recipient agrees to fulfill the reporting requirements and timelines as described in Schedule "B".
- 1.7. The Grant Recipient agrees to keep this funding approval confidential and not speak publicly about this Agreement until the Province has publicly announced the funding (the "Official Announcement Date") or without the prior knowledge and written agreement of the Province. The Province will ensure the Grant Recipient is provided with adequate notice of the Official Announcement Date.

## 2. TERM OF AGREEMENT

- 2.1. Subject to Articles 3.0 (Provincial Funding) and 6.0 (Termination), the Grant Recipient shall undertake the project deliverables (outlined in schedule A) from the Effective Date of this Agreement until January 09, 2026.
- 2.2. The Grant Recipient shall provide updates and report on key deliverables as outlined in Schedule B.

## 3. PROVINCIAL FUNDING

- 3.1. Subject to Articles 3.5, 3.6, 6 (Termination) and 7 (Relationship), the Province agrees to provide funding up to the amount of **\$52,500 CAD** to the Grant Recipient, with payment schedules as follows:
  - (a) **\$47,250.00 Canadian to be paid to the Grant Recipient following signing of this agreement.**
  - (b) **\$5,250.00 Canadian to be paid to the Grant Recipient following submission of a Final Report as outlined in Schedule "B".**
- 3.2. The grant amount is conditional upon confirmation of matching funding and in-kind sources, and eligible costs in accordance with the Low Carbon Communities grant program guide, available at <https://novascotia.ca/low-carbon-communities/lcc-program-guide.pdf>
- 3.3. If the conditions in Article 3.2 are not met, the Grant Recipient and the Province will renegotiate the grant allocation and timeline of grant disbursements.
- 3.4. If the Grant Recipient accepts the grant, the grant will be given to the Grant Recipient with the understanding that it will be used for the purposes intended.
- 3.5. If the project proposed in this agreement as outlined in Schedule "A" is unable to proceed for unforeseen reasons, is terminated in accordance with Article 6, or is completed at a lower cost than the amount identified in 3.1, the Grant Recipient may use the remaining funds for any other work consistent with the objectives of the Department of Energy with written approval from the Province.
- 3.6. If the Grant Recipient is unable to complete the Project or written approval in accordance with Article 3.5 is not provided, the Grant Recipient shall return the balance of funds to the Province, in accordance with Article 6 (Termination).
- 3.7. The Grant Recipient shall not commit or purport to commit the Province to pay any additional money than what is marked in section 3.1.

#### **4. RECORDS/DOCUMENTS**

- 4.1. The Grant Recipient agrees to permit the Province, its employees, agents, or auditors, full access to all records, accounts, and facilities and to meet with members of staff of the Province at mutually agreeable times.
- 4.2. It is understood that in the event of a serious incident or breach of this Agreement, initial contact with the Grant Recipient shall be made through the contact person identified in 1.4 (b) and in the event of such an incident or breach, that any contact with staff of the Grant Recipient shall be arranged through the Grant Recipient.
- 4.3. The Grant Recipient shall allow the Province full access to all records and documents relating to the Project upon request.

#### **5. CONFLICT OF INTEREST**

- 5.1. The Grant Recipient shall avoid situations that might cause a conflict of interest and shall immediately notify the Province if any such conflict does or might appear to arise.
- 5.2. The Grant Recipient agrees that it has read, understands, and will conduct itself consistently with the Code of Conduct for Public Servants available on the Internet at:  
<http://novascotia.ca/psc/about/overview/publicationsPolicies/codeofconduct/>

#### **6. TERMINATION and DISPUTE RESOLUTION**

- 6.1. Either the Province or the Grant Recipient may terminate this Agreement at any time without cause or liability upon providing 15 days notice in writing to the other party.
- 6.2. The Province may immediately terminate this Agreement if the Grant Recipient breaches or defaults on any term or condition and fails to remedy the same in a manner deemed satisfactory to the Province within five (5) days of being given written notice of the breach or default.
- 6.3. The termination of this Agreement shall not affect any rights, duties, obligations, or liabilities that arise or have accrued prior to the effective date of termination.
- 6.4. Where the Agreement is terminated or expires, the Grant Recipient shall, if requested, immediately turn over to the Province copies of all documents, records, reports, and other materials that have been maintained by the Grant Recipient or its officers, employees, members, and staff pursuant to this Agreement.

- 6.5. If this Agreement is terminated under this clause or by mutual agreement, any unexpended funds shall be returned to the Province, unless otherwise agreed in accordance with Article 3.5.
- 6.6. a) The Parties will use reasonable efforts to find a satisfactory resolution to any conflict regarding the interpretation of this Agreement or matters related to the application of this Agreement.
- b) The Parties will in good faith endeavor to resolve differences, conflicts or disagreement through direct dialogue and discussion.
- c) In the event that the parties are unable to resolve a dispute, they will submit the dispute to selected mediation mutually agreed upon and, if unable to resolve the dispute, submit it to arbitration under the Commercial Arbitration Act , SNS, 1999, c. 5).

## 7) RELATIONSHIP

- 7.1. Pursuant to this Agreement, the Grant Recipient is a recipient of a discretionary grant of funding from the Province. The Grant Recipient and any employee, servant, agent, contractor, or volunteer of the Grant Recipient are not an agent, employee, or servant of the Province.
- 7.2. The Grant Recipient has no authority to bind the Province to any agreement and agrees that it will not hold itself out as having any authority within the Province or on behalf of the Province.

## 8) NOVA SCOTIA WORKERS' COMPENSATION ACT COVERAGE

- 8.1. The Grant Recipient will ensure that coverage under the Nova Scotia *Workers' Compensation Act* is maintained for all its employees as it performs work on the Project.

## 9) CONFIDENTIALITY

- 9.1. This Agreement is subject to the provision of the *Freedom of Information and Protection of Privacy Act* and the Province shall make any decision respecting release of this Agreement in compliance with that Act.

## 10) COMPLIANCE WITH LAWS AND PROVINCE'S PROCEDURES

- 10.1. The Grant Recipient shall comply and shall require its contractors and employees to comply with all applicable laws, orders, rules and regulations.

## 11) INDEMNITY

- 11.1. The Grant Recipient shall indemnify and hold harmless the Province, its Ministers, employees, servants and agents from and against all damages, costs, loss, expenses (including legal fees), claims, actions, suits or other proceedings of any kind or nature, in relation to the Project, which they, or any of them, may at any time incur or sustain as a result of or arising out of gross negligence or willful misconduct causing any injury or death to persons, or loss of or damage to property. Notwithstanding the foregoing, the Grant Recipient shall not be liable for any indirect or consequential damages sustained by the Province.
- 11.2. The Province shall not be liable for any damages or injury (including death) to any person or to any property of the Grant Recipient as a result of or arising out of this Agreement, unless such damages are direct damages and are caused solely and directly by or as a result of the negligence of the Province. In no event shall the Province be liable for any indirect or consequential damages that are sustained by the Grant Recipient, howsoever caused, as a result of or arising out of this Agreement.

## 12) ACKNOWLEDGEMENT OF FUNDER

- 12.1. The Grant recipient shall ensure the support for this project is acknowledged through the inclusion of the Province of Nova Scotia logo in all electronic and print communications material, i.e. brochures, websites and advertising. The logo can be obtained from Nova Scotia Department of Energy staff.

## 13) MISCELLANEOUS

- 13.1. *Currency.* All references to monetary amounts in this Agreement or any Schedule shall be to Canadian dollars.
- 13.2. *Time of Essence.* Time shall be of the essence in this Agreement.
- 13.3. *Choice of Laws and Forum.* This Agreement shall be governed by and construed in accordance with the laws in force in Nova Scotia. The Parties submit to the jurisdiction of the court of Nova Scotia.
- 13.4. *Whole Agreement.* This Agreement constitutes the whole Agreement unless amended in writing and signed by both Parties.
- 13.5. *Modifications and Amendments.* No modifications or amendments of the obligations of the Parties shall be effective unless made in writing and signed by each.

**13.6. Notices.** Any notice, demand, or request herein provided or permitted to be given by any Party to another shall be in writing and may be served by personal service or by email by contacting the Low Carbon Community staff for the Nova Scotia Department of Energy: [lowcarboncommunities@novascotia.ca](mailto:lowcarboncommunities@novascotia.ca)

To the Province:

i)

Nova Scotia Department of Energy  
Joseph Howe Building, 12<sup>th</sup> Floor,  
1690 Hollis Street, P.O. Box 2664,  
Halifax, Nova Scotia B3J 3J9

Att'n: Nat Beltran, LCC Program Coordinator  
Telephone: 902-499-2497  
Email: [lowcarboncommunities@novascotia.ca](mailto:lowcarboncommunities@novascotia.ca)

To the Grant Recipient:

Att'n: Val Kean - Director of Economic and  
Community Development  
Office: 902-875-3544  
Email: [val.kean@municipalityofshelburne.ca](mailto:val.kean@municipalityofshelburne.ca)

13.7. Any Party may at any time give notice in writing to the other of any change of address of the Party giving such notice. The address specified shall be deemed to be the address of such Party for the purpose of giving notice hereunder.

13.8. *Survival of Terms.* Those provisions of this Agreement which, by their terms, are intended to survive or that must survive in order to give effect to the continuing obligations of the Province and the Grant Recipient shall survive the termination of the Agreement.

13.9. *Successors etc...* This Agreement shall be binding upon the Parties, their respective heirs, administrators, successors, and permitted assigns.

13.10. *Recourse and Remedies.* The Grant Recipient agrees that any recourse or remedy arising with this Agreement arises from contract, and that it shall not have a claim or remedy, in damages or otherwise, in tort arising with performance or non-performance of this Agreement.

13.11. *No Representations.* The Grant Recipient certifies that it has reviewed and fully understands this Agreement and agrees this Agreement constitutes the whole agreement between the Parties, and no representation or statement not expressly contained herein shall survive this Agreement or be binding upon the Province.

- 13.12. *Discretion.* Any discretionary authority or right under this Agreement is not subject to the expectations, reasonable or otherwise, of the Parties to the Agreement and any action taken pursuant to a discretionary provision is deemed to be an exercise in good faith.
- 13.13. *Waiver.* No term or provision of this Agreement shall be deemed waived and no breach excused, unless the waiver or consent to the breach is in writing, signed by the Party making the waiver or giving the consent. Any consent by a Party or waiver of a breach by the other, whether expressed or implied, shall not constitute a waiver of, or excuse for any different or subsequent breach or continuation of the same breach, unless expressly stated.
- 13.14. *Severability.* If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall otherwise remain in full force and effect, and such term or provision shall be deemed removed from the Agreement.
- 13.15. *Due authorization.* Where anything is required to be done by the Province pursuant to this Agreement, it may be done by anyone duly authorized by the Province to act on its behalf.
- 13.16. *Authority.* The Grant Recipient warrants that it has the full power and authority to enter in this Agreement and that the person signing this Agreement on its behalf has been properly authorized and empowered.
- 13.17. *Delivery.* Delivery of this Agreement by electronic means signed by one party shall be valid and effective delivery to the other party.
- 13.18. *Counterparts.* This Agreement may be executed and delivered in counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.
- 13.19. *Conflict.* In the event of a conflict between these provisions and Schedule "A", these provisions shall take precedence.
- 13.20. *Gender and Number.* This Agreement is to be read with all changes in gender or number as required by context.
- 13.21. *Headings.* The headings of this Agreement do not affect its interpretation.
- 13.22. *Schedules.* The Schedules constitute an integral part of this Agreement.



**SCHEDULE "A"**

**Low Carbon Communities Project Key Deliverables and Application (following)**

## SCHEDULE "B"

### **Low Carbon Communities grant program Reporting Requirements**

1. The Grant Recipient agrees to deliver an interim report on or before July 11, 2025 that includes:
  - a) A brief summary report using Low Carbon Communities Interim Report template describing progress on key deliverables from the application (Schedule A) completed to date and any necessary revisions to project plan and timeline.
2. The Grant Recipient agrees to deliver a final report on or before January 09, 2026 that includes:
  - a) A summary report of project deliverables completed using Low Carbon Communities Final Report template, including impact of deliverables and a reflection on lessons learned, and a copy of the final report developed through this project.
  - b) A financial summary using Low Carbon Communities budget template showing how funding was spent, in comparison to budget projections in Schedule "A".
3. The Grant Recipient agrees to keep records (invoices, receipts, payments for employment and services etc.) in sufficient detail to provide evidence that the funds granted were spent on the project applied for in the event that the Department of Energy needs to examine these records pursuant to the terms of this agreement for audit purposes.
4. The Recipient shall invest any payments for the Project that are not required for ninety (90) days following receipt in short-term Canadian investment grade securities with a rating of AA or higher. Any investment income or gains must be reported by the Recipient to the Province and shall be added to the funds available for the Project under this Agreement.

# LOW CARBON COMMUNITIES

## PROGRAM APPLICATION (2024-2025)

|                   |          |
|-------------------|----------|
| Document #        | 1025-022 |
| Rec'd by          |          |
| Date              |          |
| <b>COPIES TO:</b> |          |
| Council           |          |
| Agenda            |          |
| Committee         |          |
|                   |          |

**Applicants will be scored based on their alignment with the Program Guidelines and Assessment Criteria found on the LCC website: <https://novascotia.ca/low-carbon-communities/>**

Deadline to Submit Applications: **Monday, July 22<sup>nd</sup>, 2024.**

Questions? Staff are available year-round to discuss potential projects and partnerships.

Nat Beltran at 902-499-2497 or Gabrielle Riley Gallagher at 902-219-0264

[Lowcarboncommunities@novascotia.ca](mailto:Lowcarboncommunities@novascotia.ca)

NOTE: Applicants are expected to ensure all forms are completed and that supporting documents are provided at the time of submission.

### APPLICATION DOCUMENTS

PLEASE CONFIRM THAT YOU HAVE SUBMITTED THE FOLLOWING DOCUMENTS BY CLICKING ON THE CHECK-BOXES BELOW

|                                     |                                                                                                                                                                           |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | Complete ALL pages of this application form. (REQUIRED)                                                                                                                   |
| <input checked="" type="checkbox"/> | Confirmation of remaining funds/in-kind contributions: e.g., letters or emails from the funding source. (REQUIRED)                                                        |
| <input checked="" type="checkbox"/> | Demonstration of support from municipality, community groups or partners: e.g., letters or emails. (REQUIRED)                                                             |
| <input checked="" type="checkbox"/> | Supporting materials: e.g., maps, site plans, schematic drawings, quotes and/or cost estimates. (RECOMMENDED)                                                             |
| <input checked="" type="checkbox"/> | Strategic or Community Plans that name or prioritize the outcomes of your project (please <u>identify</u> which pages of the document you are referencing). (RECOMMENDED) |
| <input checked="" type="checkbox"/> | I declare the information provided in this application is accurate and true.                                                                                              |

**PLEASE LIST YOUR SUPPORTING DOCUMENTS BELOW**

| <b>File Name</b>                                             | <b>Description</b>                                                         |
|--------------------------------------------------------------|----------------------------------------------------------------------------|
| <i>Make sure the file name does not exceed 24 characters</i> |                                                                            |
| MDB Letter                                                   | Letter of support from Municipality of Barrington                          |
| TOS Letter                                                   | Letter of support from Town of Shelburne                                   |
| MDS Letter                                                   | Letter of Confirmation from Municipality of Shelburne                      |
| HWT Letter                                                   | Letter of support from How We Thrive                                       |
| WREN Letter                                                  | Letter of support from WREN                                                |
| Dillon Estimate                                              | GHG Emissions Inventory and Reduction Estimate                             |
| MDS MCCAP                                                    | Municipality of Shelburne Municipal Climate Change Action Plan (28-31)     |
| ESCES Report                                                 | Eastern Shelburne County Energy Strategy                                   |
| MDS ICSP                                                     | Municipality of Shelburne Integrated Community Sustainability Plan (40-41) |

**Save your application file as**

**“LCC\_2024\_YourOrganizationName”\***

**\*IF YOUR ORGANIZATION IS SUBMITTING MORE THAN ONE APPLICATION, PLEASE USE THE FOLLOWING NAME FORMAT:**

**LCC\_2024\_YourOrganizationName\_ProjectTitle1**

**LCC\_2024\_YourOrganizationName\_ProjectTitle2**

## STAFF WILL CONFIRM RECEIPT OF YOUR SUBMISSION VIA EMAIL

### PROJECT APPLICANT INFORMATION – PERSON FILLING OUT THIS APPLICATION FORM

|              |                             |
|--------------|-----------------------------|
| Name         | Izzie Collier               |
| Title        | Climate Lead                |
| Organization | Clean Foundation            |
| Phone Number | 782-321-6912                |
| Email        | icollier@cleanfoundation.ca |

### ORGANIZATION INFORMATION – WHAT ORGANIZATION WOULD BE AWARDED THIS GRANT

|                                                                    |                                                                                                                                                                                                                                                                                                                                                                                         |                                  |              |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------|
| Legal Name of Organization                                         | Municipality of the District of Shelburne                                                                                                                                                                                                                                                                                                                                               |                                  |              |
| Legal Civic Address of Organization                                | 414 Woodlawn Drive, Shelburne, NS B0T1W0                                                                                                                                                                                                                                                                                                                                                |                                  |              |
| Is your mailing/billing address different from your civic address? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please fill address below:                                                                                                                                                                                                                                                                                  |                                  |              |
| Signing Authority Name                                             | Val Kean                                                                                                                                                                                                                                                                                                                                                                                |                                  |              |
| Signing Authority Title                                            | Director of Economic and Community Development                                                                                                                                                                                                                                                                                                                                          |                                  |              |
| Lead Applicant Organization Type                                   | <input checked="" type="checkbox"/> Municipality<br><input type="checkbox"/> First Nations Bands and organizations<br><input type="checkbox"/> Registered Non-Profit Organization<br><input type="checkbox"/> Post-secondary institutions<br><input type="checkbox"/> Business*<br>*If applying as a business, please list the organization and/or community you are working with here: |                                  |              |
| Joint Stocks Registry ID<br><i>If applicable</i>                   |                                                                                                                                                                                                                                                                                                                                                                                         |                                  |              |
| <b>Organization Contact Information</b>                            |                                                                                                                                                                                                                                                                                                                                                                                         |                                  |              |
| Primary Contact<br>Person Name                                     | Val Kean                                                                                                                                                                                                                                                                                                                                                                                | Alternate Contact<br>Person Name | Marcia d'Eon |

|              |                                                |                        |                                              |
|--------------|------------------------------------------------|------------------------|----------------------------------------------|
| Title        | Director of Economic and Community Development | Title                  | Director of Operations & Protective Services |
| Email        | val.kean@municipalityofshelburne.ca            | Alternate Email        | Marcia.deon@municipalityofshelburne.ca       |
| Phone Number | 902-875-3544                                   | Alternate Phone Number | 902-875-6825                                 |

**PROJECT INFORMATION (25 POINTS)**

**PLEASE LIMIT THE SCOPE OF YOUR LCC APPLICATION TO THE PHASE OF THE PROJECT THAT LCC WILL BE FUNDING.**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Title</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Low Carbon County: Energy Planning and Engagement in Shelburne County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Project Location</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <i>Please describe in which Nova Scotian community(s) your project occurs</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| This project spans three communities in Shelburne County: the Municipality of the District of Shelburne, the Town of Shelburne and the Municipality of the District of Barrington.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Project Category:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <input checked="" type="checkbox"/> Clean Buildings <input type="checkbox"/> Clean Electricity <input type="checkbox"/> Clean Transportation <input type="checkbox"/> Clean Energy Education                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Project Background:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <i>How was the project identified as a priority for your organization/community? (Please use bullet points)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <ul style="list-style-type: none"> <li>• This project emerged out of long-term planning discussions held with the Shelburne County's Climate Lead with the Community Climate Capacity program pertaining to the barrier to achieving emissions reduction targets in the community and mitigating climate change. Through this process elected officials/municipal administration identified GHG inventory and community education as paramount to local climate action.</li> <li>• Energy studies conducted in the past, such as the Eastern Shelburne County Energy Strategy from 2010, have identified that the residential sector possesses the most potential for greenhouse gas emissions reduction in this region. According to the 2010 study, the residential sector has the highest greenhouse gas production by total tonnes over commercial, industrial and transportation sectors.</li> <li>• However, senior administrator from Shelburne County municipalities have indicated that the residential sector also represents the greatest barrier to achieving reduction targets due to a general lack of education and awareness regarding the impacts of household emissions and available mitigation strategies.</li> </ul> |

- Through revisiting action items from the 2010 Integrated Community Sustainability Plan and 2013 Municipal Climate Change Action Plan and discussions with municipal staff, this project has been established as a priority action to kickstart community engagement, education and knowledge sharing to empower residents to do their part in achieving climate action goals. Specific action items from these planning documents identify implementing awareness and engagement programs regarding energy consumption and reduction as well as emissions inventory development as priority action items (MCCAP, pg 30; ICSP, pg 40). These documents also indicate the importance of and echo the current desire across the communities to work from a collaborative, regional perspective to address interconnected challenges of emissions impacts and reduction strategies (ICSP, pg 54).
- The participating communities in Shelburne County are taking proactive steps in working towards a low-carbon future and motivated to develop an updated climate action plan with emissions reduction targets and strategies. The County requires updated data on their greenhouse gas emissions in order to develop these targets and strategies. Given that the last energy study in the county was completed in 2010, conducting an updated greenhouse gas emissions inventory has been identified by municipal staff as an essential action item. The 2010 Integrated Community Sustainability Plan also identifies conducting an annual greenhouse gas emissions inventory as an ongoing action item to track progress and areas for improvement.
- By designing effective community engagement into the emissions inventory process, the goal is to increase the impact and uptake of mitigation strategies in the community and empower residents through education to make climate conscious choices.

**Project Purpose:**

*Describe the specific opportunity or challenge your project aims to address in reducing GHG emissions.*

*(Please use bullet points - Max. 500 Words)*

- This project is a multi-municipal approach consisting of the Municipality of the District of Shelburne, the Municipality of the District of Barrington and the Town of Shelburne to address the county-wide challenge of achieving greenhouse gas emissions reductions. Emissions reduction strategies will be targeted towards the municipal sector and community sector.
- There is currently a lack of data from which to establish achievable targets for emissions reduction across sectors. Current energy consumption data and studies pertaining to renewable energy potential are over 10 years old and not reflective of the current energy landscape. This project will provide a valuable data set from which to target emissions reductions of municipal facilities.
- Currently, the partnering communities do not have a consistent emissions inventory framework in place, making it challenging to record and monitor efficiency updates as they occur. This creates a significant barrier to updating emissions inventories every three to five years as outlined by programs like the Partners for Climate Protection Milestone Framework. The partnering communities have different methods in place for monitoring emissions, such as a data logging system the Municipality of Barrington has installed for 6 main municipal buildings. The goal for this county-wide emissions

inventory is to bring all partnering communities up to par with the emissions information available to them while also implementing a community emissions inventory across the county to address the challenge of residential emissions reduction.

- Previous energy studies for the South West Nova region, including the Municipality of Barrington and Eastern Shelburne County, have identified residential emissions as the primary contributor to greenhouse gas emissions, consisting of 36.8% of total emissions in the region in 2017 (WREN, 2019). One of the key challenges identified in the studies that this project seeks to address is the lack of education and awareness that prevents residents from making significant energy efficiency improvements. This lack of awareness and disconnect with existing efficiency programs is evident in the low rate of participation in PACE programs in the region. As municipal efforts to meet emissions reduction targets are dependent on residential uptake of efficiency measures, this project will aim to engage, educate, equip and empower Shelburne County residents to reduce household greenhouse gas emissions.
- Reducing household emissions through promotion of energy efficiency measures will also seek to alleviate adjacent energy challenges identified in the region, such as limited grid capacity and rates of energy poverty. The Energy Investment Plan conducted by the Western Regional Enterprise Network (2019) outlines that the residential sector will have a larger impact in freeing up grid capacity than commercial and industrial sectors in this region.
- These combined barriers of education, knowledge mobilization and data availability are hindering the county from setting clear emissions reduction targets, improving household energy efficiency and charting a path to a low-carbon future. Ultimately, this community capacity project seeks to address these barriers and utilize knowledge as a tool for structural and social change.

***Deliverables should describe the key activities and outcomes you plan to achieve through your LCC project.***

*Some examples include reports, planning documents, designs or guidelines, audits, recommendation reports, participation, etc.*

[Example of one of the deliverables from an Energy Sustainability Strategic Planning project:](#)

**Deliverable 1: Meetings with local communities/organizations to understand their energy goals for the community and identify energy sustainability opportunities. Report on what was learned through these meetings.**

Deliverable 1: Develop an awareness and engagement campaign to educate residents of all demographics on the impacts of community-based greenhouse gas emissions, available renewable energy systems, efficiency programs, and mitigation actions.

Deliverable 2: Hire a consultant to conduct a municipal and community-based greenhouse gas inventory for Shelburne County cohort to establish a baseline dataset and facilitate ongoing monitoring.

Deliverable 3: Conduct community and stakeholder consultation to share findings from the inventory, discuss community energy consumption, and guide the development of emissions reduction targets.

Deliverable 4: Define emission reduction targets and create a list of energy conservation and carbon reduction measures to be integrated as part of a comprehensive and results-driven mitigation plan for the County.

Deliverable 5: Consolidate information from the education campaign and energy study to initiate the development of a county-wide climate action plan.

**Is your LCC project a part of another project, or a phase of a larger project?**

- No
- Yes

**If yes, please describe. (Max. 200 Words)**

Although this project is not formally connected to another project or phase at this time, it represents the beginning of Phase 1 of the Shelburne County Cohort’s pathway to a low-carbon future. This initiative will inform the development of crucial supporting documents, such as an updated Climate Action Plan and Energy Plan. By building community awareness and capacity to engage in climate action and mitigation activities, this project will undoubtedly guide the development of additional low-carbon, community-based initiatives.

**Please describe the audience that benefits from this project. (Max. 250 Words)**

*Where appropriate, please quantify the impact and reach.*

All present and future residents of Shelburne County are intended to benefit from this project. The key objectives are to build a knowledge base and grow lasting capacity among residents and municipal staff. The education and engagement strategy and greenhouse gas emissions inventory study will be consolidated into a county-wide Climate Action Plan, which will serve as a living document to guide future climate action in Shelburne County. This project will facilitate the development of a comprehensive climate plan that prioritizes and integrates the needs of the diverse communities within the county.

Residents will benefit from access to this resource, knowing that municipal leaders have up-to-date and accurate data to guide decision-making. Municipal staff will benefit from having a clear plan to guide policy, planning, and program development. Additionally, the project will streamline future emissions inventories by providing a clear framework for recording, updating and monitoring County-based emissions.

**What is the estimated Start/End date of the project? MM-DD-YYYY**

Start Date: November 2024  
*(Should not start prior to Nov 2024)*

End Date: October 2025  
*(Should not extend past Oct 2025)*

**Project Costs**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Total Project Cost: \$ 70,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Funding Request: \$52,500 |
| <b>Please describe the team who will be implementing this project:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |
| <p>This project will be implemented by a multi-municipal and multi-disciplinary team, primarily executed by the Clean Foundation Climate Lead for the Shelburne County cohort, who bring 5 years of experience in climate resilient architectural design and project management. The Climate Lead will be working as an extension of municipal staff and supported by a team of climate change mitigation, adaptation, engagement and planning Specialists at Clean Foundation.</p> <p>The remainder of the team consists of staff from the Municipality of the District of Shelburne, including the Director of Economic and Community Development, the Director of Operations and Protective Services, and the Chief Administrative Officer, as well as the Chief Administrative Officer for the Town of Shelburne and for the Municipality of Barrington – all of whom bring a combined 30+ years of service in local government and a wealth of expertise and experience.</p> |                           |
| <b>Have you applied for other funding for the proposed project in this application?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                           |
| <i>Example: Sustainable Communities Challenge Fund. Status – application was unsuccessful.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                           |
| <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes, please name program and application status:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                           |
| <b>Will your project require a permit?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                           |
| <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |

**PARTNERSHIPS AND COMMUNITY SUPPORT (15 POINTS)**

**PLEASE BRIEFLY DESCRIBE THE FOLLOWING IN RELATION TO YOUR PROJECT:**

**A-List project partners and describe the nature of any funding or project partnerships.**

There are several established and emerging partnerships for this project, presenting exciting opportunities for cross-cultural and multi-disciplinary collaboration.

**Shelburne County Cohort:** The founding partnership for this project represents the partnering of the Town of Shelburne and the Municipality of Barrington with the Municipality of Shelburne. This project signifies their first official undertaking as a cohort and an exciting step forward in working towards low carbon resiliency at the scale of the County.

**Western Regional Enterprise Network (WREN):** This partnership involves the Province of Nova Scotia and seven municipal units in the western region, including the Municipality of Barrington. The Western REN is supportive of this project as it aligns with their strategic objectives of advancing the clean energy transition in the western region and reducing demand on overburdened energy infrastructure. The Western REN has been involved in brainstorming and collaborating on engagement activities and interested in co-developing an approach to knowledge mobilization that integrates the concept of an “energy concierge” while addressing capacity challenges that hinder the development of a position-based concierge. Moving forward, this partnership will collaborate on best practices for knowledge mobilization in light of capacity challenges.

**How We Thrive:** This non-profit organization is dedicated to developing and delivering climate justice education that is grounded in the diverse perspectives and worldview of Nova Scotian communities. Collaboration with How We Thrive will involve training opportunities for facilitating “Climate Connections” course modules with municipal leaders and community members. Climate Connections provides instruction on the interconnected causes and impacts of climate change on diverse communities. Integrating relevant Climate Connections modules will be beneficial for early sessions aimed at fostering an understanding of community-based climate change causes and opportunities for action.

**Black Loyalist Heritage Centre:** A collaborative relationship is developing with the Black Loyalist Heritage Centre in Birchtown, Shelburne County. The Centre is deeply committed to preserving and promoting the history and contributions of African Nova Scotians. They are particularly interested in ensuring that the engagement efforts of this project are inclusive and representative of the African Nova Scotian community within Shelburne County. This partnership will involve tailored outreach and engagement strategies to address the unique perspectives and needs of this community. Additionally, the Centre will provide valuable insights and historical context that will enrich the project’s educational components. By working closely with the Black Loyalist Heritage Centre, the project aims to foster a more inclusive dialogue around climate action and to ensure that the voices of African Nova Scotians are heard and considered in the development of the Climate Action Plan and related initiatives

**B-Describe how you have reached out to communities/organizations to collaborate on the project.**

The municipal staff co-developing this project have utilized their existing relationships with the various community partners and organizations and have facilitated connections and introductions to begin the process of collaboration. They have organized in-person and virtual meetings to determine the scope of partner involvement and explore opportunities for collaboration. These efforts will foster an ongoing relationship that will support the successful implementation of the project

**C-Describe how you have engaged, or how you are going to engage all relevant groups impacted by the project.**

The first portion of work undertaken through this project will be to conduct extensive community engagement and education activities designed to include all community demographics, such as youth, students, families, seniors, and African Nova Scotian and Indigenous communities. A detailed engagement plan will be developed, grouping these activities by topic or theme. These activities may include open house events with various efficiency service providers, such as a Community Blitz event organized by Efficiency One to deliver efficiency upgrades directly to homeowners, Climate Connections module facilitation on climate change causes and impacts of greenhouse gas emissions, interactive climate change literacy events such as climate walks, youth education activities, and more.

In addition, the energy consultant conducting the greenhouse gas emissions inventory will seek engagement across the community. The consultant's engagement strategies will include social media use, engaging students in schools, residential surveys, and 2-3 meetings with target groups and municipal councillors.

Through discussion with municipal and external project partners, best practices for community outreach have been identified, indicating a preference for engagement with targeted groups and communication via flyers and posters. Recommendations for the best places in the community to advertise and host activities have also been offered.

**If you have no activities listed above (in A/B/C) – please provide a rationale.**

**STRATEGIC ALIGNMENT (30 POINTS)**

**CLEARLY EXPLAIN HOW THE PROJECT DEMONSTRATES THE FIVE STRATEGIC AREAS BELOW.**

**1.GHG Reduction Potential:**

This project demonstrates significant greenhouse gas (GHG) reduction potential through a two-pronged approach: educating residents and conducting a comprehensive emissions inventory.

**1. Community Education and Empowerment:** The project aims to provide residents of Shelburne County with the knowledge and resources needed to reduce GHG emissions. By educating the community on the impacts of greenhouse gases and ways to improve household energy efficiency, the project empowers individuals to take action. Strategic community engagement activities will teach residents how to reduce their energy consumption, thereby directly curbing emissions from their homes through empowerment with knowledge.

**2. Greenhouse Gas Emissions Inventory:** A key component of the project is conducting a greenhouse gas emissions inventory. Following the principle that you can only manage what you measure, this inventory will provide an accurate picture of the county’s energy consumption and emissions. It will measure emissions across various sectors, including buildings, transportation, waste and wastewater management, municipally owned fleet vehicles, and street lighting.

This inventory will identify key areas for GHG reduction and inform the development of effective climate action strategies. A subsequent study will define emissions reduction targets and carbon reduction measures, aligning with science-based goals to limit global warming to 1.5°C. Specifically, the targets will aim for a 45% reduction in emissions by 2030 and achieving net-zero emissions by 2050. This data-driven approach will ensure that climate action planning is based on solid evidence and realistic targets and highlights the County’s commitment to climate action through adoption on aggressive GHG reduction goals

**2.Learning by Doing, Knowledge Transfer, and Innovation:**

One of the key aims of this project is to promote and develop community capacity in navigating Shelburne County’s low carbon future. Community engagement activities and educational events will seek to build knowledge and capacity amongst participants on a range of subjects, including climate change causes, impacts and mitigation measures. Workshops will aim to provide useful tools and resources to connect community members to relevant groups and organizations that can assist with energy efficiency improvements. Education and engagement activities will be directed across all segments of the population and will seek to encourage and amplify existing community-based initiatives, citizen science projects or innovative studies. For example, an engagement session could support current research into strategies to improve energy efficiency in the lobster industry. The aim of

the engagement and education component will ultimately seek to strengthen local capacity and enthusiasm for climate change mitigation activities.

The results of the GHG inventory will inform the development of updated regional climate action plans, which will mobilize findings across the county through integration with related planning mechanisms. As this work is taking place at a regional scale, the findings and results can be shared across municipalities and provide useful baseline information for municipal leaders and policymakers.

Through participation in the Community Climate Capacity program, the Shelburne County Cohort will also have access to an ongoing Community of Practice, offering opportunities for participating communities to share what they've learned and learn from others.

**3. Local Economic Benefits and Employment:**

This project has the potential to provide significant local economic benefits and employment through several key avenues. For example, by increasing the uptake of residential and municipal energy efficiency improvements, the project will stimulate business for local service providers in the retrofit sector. Networking and open house events promoting efficiency upgrades will facilitate the development of a comprehensive directory of local service technicians specializing in HVAC and building retrofits, thus promoting local providers.

Workshops focused on energy efficiency will also contribute to workforce development in the area. These workshops may even engage youth, encouraging them to pursue careers in energy efficiency or climate adaptation related trades, thereby fostering a new generation of skilled workers in this field.

The project's emphasis on increased adoption of energy efficiency measures will lead to tangible savings in energy costs for both municipalities and residents. This is particularly important for low-income residents, as prioritized measures and initiatives can be explored to address energy poverty in the region. These saving can then be utilized to offer additionally community programs for residents of the area.

Additionally, the project has the potential to identify gaps in the skilled labor market related to GHG reduction and climate adaptation businesses. Addressing these gaps will create new job opportunities and foster partnerships with the local business community through the Western Regional Enterprise Network (WREN) Partnership. This collaboration can promote upskilling, business expansion, or the creation of new businesses to meet the demands of the growing climate action industry.

**4. Community-Driven Initiative:**

This project emerged as a response to gaps identified directly by community leaders, motivated to acknowledge and address the need for greater awareness of climate change impacts and potential for mitigation in the region.

This project is also responding to community-driven interest in increasing opportunities for engagement and participation. Through a recent “What We Heard” report, surveying residents in the Municipality of Shelburne on planning regulations pertaining to renewable energy, residents resoundingly addressed a desire to be more involved in municipal design making and governance, seeking more opportunities for engagement and involvement. The following quotes from the 2024 What We Heard report illustrate this interest:

- “Keep communicating and meeting community stakeholders in planning and decision making.”
- “A place where citizen input and engagement is valued, citizen quality of life is a priority in local government decisions, and local government is accountable to citizens.”

Respondents also addressed their interest in improving access to information regarding energy efficiency and renewable energy incentives:

- “Better access to incentives for installation of solar panels.”
- “Anything that makes us more sustainable should be welcomed and encouraged, even supported (including financially) by the municipality.”

This project responds to these common civic interests, seeking to engage the community in guiding action on climate change.

**5. Equity and Inclusion:**

In Nova Scotia, we seek to provide opportunities to equity deserving groups, African Nova Scotians, Persons of Black/African Descent, Mi'kmaq, Indigenous Persons, Other Racialized Persons/Communities and Persons with Disabilities.

**Select all that applies to your proposed project.**

| The proposed project is <u>Led by</u><br>(Your organization)                                                                                                                                                                                                                                                          | The proposed project is <u>Co-led by</u><br>(Organizations partnering on this project)                                                                                                                                                                                                                                                      | The proposed project will <u>engage with</u>                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> African Nova Scotians<br><input type="checkbox"/> Persons of Black/African Descent<br><input type="checkbox"/> Mi'kmaq<br><input type="checkbox"/> Indigenous Persons<br><input type="checkbox"/> Other Racialized Persons/Communities<br><input type="checkbox"/> Persons with Disabilities | <input checked="" type="checkbox"/> African Nova Scotians<br><input checked="" type="checkbox"/> Persons of Black/African Descent<br><input type="checkbox"/> Mi'kmaq<br><input type="checkbox"/> Indigenous Persons<br><input type="checkbox"/> Other Racialized Persons/Communities<br><input type="checkbox"/> Persons with Disabilities | <input checked="" type="checkbox"/> African Nova Scotians<br><input checked="" type="checkbox"/> Persons of Black/African Descent<br><input checked="" type="checkbox"/> Mi'kmaq<br><input checked="" type="checkbox"/> Indigenous Persons<br><input checked="" type="checkbox"/> Other Racialized Persons/Communities<br><input checked="" type="checkbox"/> Persons with Disabilities |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                               |                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> None of the above<br><input type="checkbox"/> Other:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> None of the above<br><input type="checkbox"/> Other: | <input type="checkbox"/> None of the above<br><input type="checkbox"/> Other: |
| <p><b>Please elaborate on your response(s) selected above.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                               |                                                                               |
| <p>Our project places a strong emphasis on equity and inclusion, particularly in engaging and educating diverse communities across Shelburne County on climate change issues. We aim to facilitate educational and engagement activities at a multi-municipality, county-wide scale, ensuring that no one is left behind. These activities will be designed to reflect and respect the county's rich multicultural context, with a specific focus on reaching equity-deserving groups, including the African Nova Scotian community and off-reserve residents of the Acadia First Nation.</p> <p>To achieve this, we will develop culturally specific workshops in partnership with local organizations such as the Black Loyalist Heritage Centre. This collaboration will be key in addressing the unique challenges faced by these communities, particularly in the context of home energy efficiency improvements and capacity-building opportunities. Conversations with the Executive Director of the Black Loyalist Heritage Centre have highlighted energy poverty as a significant issue within the Black community in Shelburne County. As a result, we are committed to ensuring that our workshops and educational events are inclusive and accessible to this community, leveraging our partnership with the Centre for effective communication and outreach.</p> <p>Equity and inclusion will be central to our project as we move into the planning phase. We will prioritize this by facilitating participation in public planning and scoping sessions and providing multiple opportunities for community feedback. Our goal is to ensure that the voices of all residents, especially those from marginalized and underserved communities, are heard and incorporated into the final project outcomes.</p> |                                                                               |                                                                               |

**MONITORING & EVALUATION (15 POINTS)**

**PLEASE DESCRIBE BELOW: PROJECT GOALS, METHODS OF MONITORING AND EVALUATION, AND INDICATORS OF SUCCESS. (EXAMPLES ARE PROVIDED FOR REFERENCE).**

**Project Goals**

*Example 1: To develop and implement a Fleet Conversion study.*

*Example 2: Increase the awareness and uptake of the energy efficiency incentive (i.e. heat-pumps, insulation, LED lights).*

- To enhance the community's understanding of the climate change-related impacts of greenhouse gas emissions through raising awareness and empowering residents to become active participants in addressing these challenges, thereby fostering a sense of collective responsibility and action towards reducing emissions.
- To conduct a thorough analysis of the current greenhouse gas emissions across the County and provide a clear understanding of the sources and composition of emissions, laying the foundation for effective action.
- To develop a comprehensive and results-driven emissions reduction plan that outlines realistic and achievable targets, serving as a critical component of the county-wide climate action plan

**What is the main issue or opportunity your project is addressing?**

*Example 1: Identifying how a Municipality will convert their fleet to electric by 2035.*

*Example 2: Uptake of Energy Efficiency appliances in NS homes.*

- Lack of Awareness of the impacts of GHG emissions on Climate Change: Many residents are unaware of the potential for household emissions reduction strategies to contribute significantly to overall climate change mitigation within their community. This project will address this gap by connecting climate science to tangible actions that residents can take, highlighting the power of low-carbon lifestyle choices. To address this, we plan to implement targeted education and outreach programs, utilizing workshops, community events, and partnerships with local organizations to engage residents and provide them with practical strategies for reducing their carbon footprint.
- Lack of Up-To-Date Emissions Data: Without accurate and current data, it is challenging to understand and explain current consumption patterns and trends to residents, as well as to develop accurate models for projections and reduction targets. To address this, we plan to develop a thorough framework for reporting and monitoring energy efficiency updates in the community and municipal sector.
- Lack of Capacity and Funds: Financial and capacity limitations across the county present a barrier to regularly re-establishing a greenhouse gas emissions inventory every 3-5 years, which is essential for monitoring progress and making data-driven decisions. We plan to explore various funding strategies, including grants and partnerships with private sector

stakeholders, to secure the necessary resources to ensure we meet this goal. We will work on building local capacity through training and development programs in partnership with the WREN, ensuring that the community can maintain these efforts beyond completion of the project.

**What methods will you use to monitor and evaluate the project?**

*Example 1: Fleet plans, Data loggers & Economic analysis. Cost vs maintenance. Public engagement on location of chargers.*

*Example 2: Surveys & Interviews with community participants. Social Media & Advertisement Analytics. Showcase events.*

- Develop and conduct a county-wide education and engagement campaign harnessing diverse perspectives and methods of knowledge transfer to build knowledge on greenhouse gas emissions and climate action strategies. Designing diverse, interactive, and engaging activities and events will seek to energize multiple demographics in the community and build momentum for implementing emissions reduction activities.
- Develop a series of workshops and events with expert practitioners to educate community members on the programs and incentives available to them and common practices and strategies that can be adopted to reduce energy consumption. Create opportunities for networking amongst local service providers and trade upskilling opportunities and the community, promoting local businesses and connecting interested households with retrofit and efficiency services through education and engagement campaign workshops and events.
- Contract an energy consulting firm to conduct a greenhouse gas emissions inventory for the county with a focus on community based and municipal emissions. The methodology for conducting the GHG inventory will include a review of background documents, defining inventory boundaries for municipal and community emissions, conducting community consultation, conducting a municipal and community inventory, respectively, through a desktop review of consumed energy per boundary description, and developing a “Business as Usual” model.

**Outcomes/Indicators of Success**

*Example 1: Calculated GHG reductions. Estimated annual vehicle turnover. Charging infrastructure and public access needs.*

*Example 2: Campaign brand recognition. Uptake in incentive program.*

- Participation in workshops and events.
- Increased uptake of participation in energy efficiency incentives and programs. Formation of working relationships and partnerships between local service providers, program coordinators and residents. Increase in execution of retrofit projects throughout the County and interest in efficiency related occupations.
- Monitoring participation in PACE programs in participating municipalities and implementation of similar clean energy financing initiatives in remaining municipalities will indicate success of the campaign.

- The Municipality of Barrington already has data loggers on 6 municipal buildings that have successfully allowed the Municipality to monitor the energy consumption of their facilities and provide a basis for modelling renewable energy projects. This project will determine which municipal and town owned facilities may benefit from integrating a monitoring system in future phases of energy planning work.
- Conducting community-based inventories for all partners including the Municipality of Barrington will allow for a complete emissions inventory and create a set of data that is easily analyzed and assessed on a county wide basis.
- Methods carried out by the selected energy consultant will contribute to defining emission reduction targets and creating a list of Energy Conservation and Carbon Reduction Measures to be integrated into planning documents.

**When this project is completed - please describe your organization/community's commitment to the next steps or phase of the project.**

This project marks an essential first step in Shelburne County's journey toward a low-carbon future. It lays the groundwork for updating the Climate Change Mitigation and Adaptation plans across participating communities, a critical moment for setting ambitious yet achievable targets and establishing accountability measures. By engaging communities at their current level of understanding, we aim to ensure a solid foundational knowledge of climate action, its impacts, and relevant strategies.

Our approach will include interactive and engaging activities designed to energize the community and build momentum for the upcoming planning process. This project also addresses capacity challenges in partnering communities by increasing the knowledge and resource access of staff members, leading to a county-wide collaboration on emissions reduction efforts.

As we transition to the next phase, the development of a comprehensive county-wide Climate Action Plan will be a central focus. This plan will aim to address capacity issues by streamlining the greenhouse gas (GHG) inventory process to prevent duplication of efforts in the future. Additionally, the establishment of a county-wide climate action group will be a key component of the planning process. This group will carry forward the knowledge gained from this project, ensuring that community voices remain central in shaping and implementing climate strategies.

Our commitment extends beyond this initial project phase, as we aim to create a sustainable and resilient community prepared to address climate challenges. By building local capacity, fostering collaboration, and maintaining a focus on inclusive community engagement, we are dedicated to ensuring the continued success and evolution of Shelburne County's climate action initiatives

**PROJECT BUDGET (15 POINTS)**

PLEASE PROVIDE A SUMMARY IN THE TABLES BELOW OF THE PROJECT EXPENSES, EXPECTED REVENUE AND/OR CONTRIBUTIONS FOR YOUR PROJECT (CREATE NEW ROWS AS NECESSARY).

CONTACT PROGRAM STAFF IF YOU HAVE QUESTIONS OR NEED CLARIFICATION.

| <b>TOTAL PROJECT BUDGET: EXPENSES</b>                                                                                                                                   |                                                                                                       |                                                    |                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|----------------------------------------------------|----------------------------|
| NOTE: PLEASE REVIEW ELIGIBILITY IN THE PROGRAM GUIDE FOUND AT <a href="https://novascotia.ca/low-carbon-communities/">HTTPS://NOVASCOTIA.CA/LOW-CARBON-COMMUNITIES/</a> |                                                                                                       |                                                    |                            |
| <b>Expense Category</b>                                                                                                                                                 | <b>Expense Description</b>                                                                            | <b>Identify items LCC funding would go towards</b> | <b>Category Total (\$)</b> |
| <b>Personnel (wages)</b><br><i>Ineligible: regular staff salary</i><br><i>Eligible: dedicated staff wages incurred for this project</i>                                 |                                                                                                       | <input type="checkbox"/> LCC funding               |                            |
| <b>Professional fees (technical, consulting, contracting)</b>                                                                                                           | Cost to hire a consultant to conduct the ghg emissions inventory and associated engagement activities | <input checked="" type="checkbox"/> LCC funding    | 60,000                     |
| <b>Equipment/supplies</b>                                                                                                                                               |                                                                                                       | <input type="checkbox"/> LCC funding               |                            |
| <b>Permits/permissions/approvals</b>                                                                                                                                    |                                                                                                       | <input type="checkbox"/> LCC funding               |                            |
| <b>Meeting and convening expenses</b>                                                                                                                                   | Cost for hiring instructors, facilitators for engagement                                              | <input checked="" type="checkbox"/> LCC funding    | 8000                       |
| <b>Communications/ marketing</b>                                                                                                                                        |                                                                                                       | <input type="checkbox"/> LCC funding               |                            |
| <b>Travel costs</b>                                                                                                                                                     | Travel costs for instructors and engagement related personnel                                         | <input checked="" type="checkbox"/> LCC funding    | 2000                       |
| <b>In-kind</b>                                                                                                                                                          |                                                                                                       |                                                    |                            |
| <b>Other (please specify)</b>                                                                                                                                           |                                                                                                       | <input type="checkbox"/> LCC funding               |                            |
| <b>Total Project Cost</b>                                                                                                                                               |                                                                                                       |                                                    | <b>70,000</b>              |

| <b>PROJECT BUDGET: REVENUES AND CONTRIBUTIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                           |                                            |                                                                        |                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|--------------------------------------------|------------------------------------------------------------------------|----------------------------------------------------------------------|
| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Contribution (\$)                                                         | Percentage of project eligible costs total | Is this contribution confirmed?                                        | Tentative Date of Approval of other sources of funding? (MM-DD-YYYY) |
| LCC Program<br>Department of Natural Resources and Renewables                                                                                                                                                                                                                                                                                                                                                                                                                      | \$52500                                                                   | (Max 75% of total project eligible costs)  | N/A                                                                    | N/A                                                                  |
| In-kind contribution(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$                                                                        |                                            | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            |                                                                      |
| Other cash sources                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$17,500                                                                  | 25%                                        | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | Council Meeting<br>09/21/2024                                        |
| <b>Total Project Revenue</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 70,000<br><br>(This amount should match your Total Project Cost above) | 100%                                       |                                                                        |                                                                      |
| <b>Please provide explanatory notes, if necessary:</b>                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                           |                                            |                                                                        |                                                                      |
| Though cash sources from the participating communities in the cohort have been verbally confirmed and indicated in the letters of support, due to timing of receiving accurate quotes for emissions inventory work, formal sign off of Municipal and Town contributions are not yet available. Approval of funds will be available after the respective municipal staff have formally reviewed the most recent quote and determined whether a report to Council will be necessary. |                                                                           |                                            |                                                                        |                                                                      |
| <b>Do you intend on applying to other funding programs to support this stage or future stages of your project? Please be specific and list the program name and organization, any funding deadlines, and briefly how your project aligns.</b>                                                                                                                                                                                                                                      |                                                                           |                                            |                                                                        |                                                                      |
| In order to support the cohort’s goal of developing a comprehensive, county-wide climate action plan, we plan to apply to the Green Municipal Fund Local Leadership for Climate Adaptation Climate-Ready Plans and Processes fund opening in Fall 2024. This                                                                                                                                                                                                                       |                                                                           |                                            |                                                                        |                                                                      |

fund will assist with developing a roadmap to help partnering communities integrate equitable and inclusive climate resilience into municipal plans, processes and management systems.

The results of the greenhouse gas emissions inventory may result in application to Green Municipal Fund programs targeted at retrofitting municipal and community buildings. The GHG inventory and subsequent recommendations will illustrate efficiency and retrofit action items that can be taken for specific buildings. The municipalities could be eligible for up to 50% of costs to outline the design of a proposed retrofit up to \$65,000 for a single building or 80% of eligible costs to execute the retrofit up to \$10 million.

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#### **CONFIDENTIALITY STATEMENT:**

**All information submitted to the Government of Nova Scotia as part of an application to the Low Carbon Communities program will be governed by the provisions of the Freedom of Information and Protection of Privacy Act (FOIPOP).**

**Any information submitted will be retained by the Government of Nova Scotia.**



**Town of Shelburne**  
 January 20, 2025  
 Staff Report to Council on Fiscal Year 2024-25  
 Refund 50% FOIPOP Fees

|                         |   |
|-------------------------|---|
| Document #<br>D25-023   |   |
| Rec'd by<br>[Signature] |   |
| Date<br>Jan 16/25       |   |
| COPIES TO:              |   |
| Council                 | ✓ |
| Agenda                  | ✓ |
| Committee               |   |
|                         |   |

**General Overview:**

The purpose of this report is to seek Council approval to refund 50% of the FOIPOP (Freedom of Information and Protection of Privacy) costs to ECOJUSTICE.

**Background:**

In July 2021, the Town of Shelburne received a FOIPOP request from ECOJUSTICE and charged a fee of \$2,551.78 (including GST/HST) for the provision of the requested information. This fee covered the costs of copies, staff time, and mail services. ECOJUSTICE made two separate requests to the Town for a fee waiver, arguing that the records were in the public interest. Both requests were denied by the previous CAO.

Subsequently, in August 2021, ECOJUSTICE submitted a review request to the Office of the Information and Privacy Commissioner (OIPC) of Nova Scotia to contest both the refusal to waive the fees and the amount charged. On January 6, 2025, the Town was notified by the OIPC that both parties had 30 days to reach a resolution. Should no agreement be reached within this time frame, the review would progress to an investigative phase, which could require significant resource allocation, including the potential involvement of legal counsel.

The current CAO and ECOJUSTICE have successfully negotiated a compromise, wherein the Town agrees to refund 50% of the original FOIPOP fee, amounting to \$1,275.89. The financial impact of this refund on the 2024/25 General Budget will be \$1,157.02.

**Financial:**

A refund of \$1,275.89 will be issued to ECOJUSTICE, representing 50% of the original FOIPOP fee. The impact on the 2024/25 General Budget is an expense of \$1,157.02 (excluding HST).

**Recommendation:**

**THAT** Council approve the refund of \$1,275.89 to ECOJUSTICE, representing 50% of the original FOIPOP fees.

*Respectfully Submitted,*

*Jane Crowell  
 Finance Manager*



**Town of Shelburne**  
Staff Report to Council  
January 20, 2025  
**Travel Expense Policy Updates**

|            |            |
|------------|------------|
| Document # | D25-024    |
| Rec'd by   | gw         |
| Date       | Jan. 15/25 |
| COPIES TO: |            |
| Council    |            |
| Agenda     |            |
| Committee  |            |
|            |            |

**Overview**

The purpose of this report is to inform Council that staff have updated the Town of Shelburne's Travel Expense Policy to ensure the policy reflects current rates and adopts a more practical and efficient approach for the administration and reimbursement of travel-related expenses for elected officials and employees.

**Background**

The Town of Shelburne's current Travel Expense Policy outlines the terms for reimbursing eligible travel expenses incurred by elected officials and staff while conducting Town business. Upon review, staff identified opportunities to streamline the policy, improve clarity, and ensure consistency in applying the guidelines.

**Analysis**

The Travel Expense Policy focuses on the following key areas:

**Transportation:**

- Mileage reimbursement will follow the prevailing provincial rate per kilometer for business-related travel, with the calculation based on the distance from and to the Town Office.
- Carpooling is encouraged when multiple employees or officials attend the same function, with mileage reimbursed to the driver.

**Accommodations:**

- Reimbursement will cover actual room costs for standard accommodations, with receipts required for processing.
- Guidelines are provided for when overnight accommodations are appropriate, considering distance, length of the function, and timing of events.

**Meals:**

- Reimbursement for meals will be based on submission of valid receipts, ensuring that expenses are reasonable and aligned with the policy's criteria.
- Specific rules clarify when meals are eligible for reimbursement based on the time of travel and whether meals are included in the event or accommodation costs.

**Conclusion**

The revisions made to the Travel Expense Policy ensure a more practical administrative approach and provide clear guidelines for the reimbursement process. The updated policy ensures that all travel expenses are justified, reasonable, appropriately documented, and adapted to changing rates. Staff recommend that Council review and adopt the updated policy to enhance its applicability and ease of use for both administration and those claiming expenses.

**Recommendation**

That Council adopt the updated Travel Expense Policy as presented.

*Respectfully Submitted,*

*Jessie Dyer*

*Administration & Human Resources Coordinator*



|            |         |
|------------|---------|
| Document # | D25-024 |
| Rec'd by   |         |
| Date       |         |
| COPIES TO: |         |
| Council    |         |
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| Committee  |         |
|            |         |

## Travel Expense Policy

### Intent

The intent of this policy is to create guidelines concerning the eligibility for travel expenses. Elected officials and Town employees are eligible to be reimbursed for mileage, accommodations and meal expenses as per terms and conditions set out in this policy. The Town of Shelburne will provide reimbursement for all reasonable and appropriate expenses.

### Guidelines

As an elected official or an employee of the Town of Shelburne, you may occasionally be required to travel on company business. This policy will outline the proper procedures regarding:

1. Transportation
2. Accommodations
3. Meals
4. Documentation and reports of travel expenses

The Town of Shelburne will reimburse its elected officials / employees for reasonable travel expenses incurred on authorized company business. All travel expenses must be properly documented for approval and reimbursement. Any exceptions to the policy must be submitted to the Department Head or Chief Administrative Officer (CAO) for approval.

### Travel Expenses Eligible for Reimbursement

1. Transportation:
  - Mileage will be reimbursed at the prevailing provincial rate per kilometer for business required travel. Mileage is to be calculated as the distance from the Town Office and return to the office.
  - If more than one elected official / employee are attending the same function they are expected to travel together whenever possible. When two or more people do travel together, mileage will be paid to the person whose vehicle is used.
2. Accommodations:
  - Accommodations will be reimbursed at actual room costs for standard rooms, including any applicable taxes.
  - Receipt required for reimbursement
  - Overnight accommodations will be paid in the event the function (Town business, conference or training seminar/workshop) meets any one of the following criteria:
    - a) The function is for more than one day and it is unreasonable to travel back and forth on a daily basis;
    - b) The function is more than one day and includes evening events; or
    - c) The function is one day or less and the travel distance is unreasonable for the elected official/employee to travel the same day as the function and arrive on a timely basis.



### 3. Meals:

- Meals will be reimbursed upon submission of a valid receipt, provided the cost is reasonable, justifiable and in alignment with company guidelines.
- Receipts must be submitted.
- Breakfast – the cost of breakfast may be claimed only when the elected official / employee has been travelling on Town business for more than one hour before the recognized time for the start of the day's work.
- Dinner – the cost of the evening meal may be claimed when the elected official / employee is travelling on Town business a minimum of three hours before 6:30 p.m. and is not expected to return to his / her residence before 6:30 p.m. Unless the elected official / employee is required to stay overnight due to the length of the conference or training seminar / workshop.
- Elected officials / employees will not be reimbursed for any meals that are provided as part of a conference or training seminar / workshop, since payment for these meals are included in the payment of the registration fee for the conference or training seminar / workshop.
- Elected officials / employees will not be reimbursed for any meals that are included in the accommodation costs (i.e. continental breakfasts).
- Alcohol is not a reimbursable expense.

### 4. Documentation and reports of travel expenses

- Elected officials / employees are required to complete a travel expense form (see Schedule A) which must be submitted to the Department Head or CAO for approval and then forwarded to the Finance Department for reimbursement.

*\*While traveling, employees are regarded as representatives of the Town of Shelburne and should conduct themselves as such.*



**SCHEDULE A**

**TOWN OF SHELBURNE  
EXPENSE CLAIM**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

GL # \_\_\_\_\_

For Period of: \_\_\_\_\_ to \_\_\_\_\_

| Date of Expense | Purpose of Expense (must include travel destination if applicable) | Kms Driven | Mileage Calculated at \$0.5838 | Meals     |       |        | Other Expenses | Total Expense |
|-----------------|--------------------------------------------------------------------|------------|--------------------------------|-----------|-------|--------|----------------|---------------|
|                 |                                                                    |            |                                | Breakfast | Lunch | Dinner |                |               |
|                 |                                                                    |            |                                |           |       |        |                |               |
|                 |                                                                    |            |                                |           |       |        |                |               |
|                 |                                                                    |            |                                |           |       |        |                |               |
|                 |                                                                    |            |                                |           |       |        |                |               |
|                 |                                                                    |            |                                |           |       |        |                |               |
|                 |                                                                    |            |                                |           |       |        |                |               |

Total Claim

I certify that the amounts claimed in this request are accurate, in accordance with municipal policy, and were incurred while conducting business.

Print Name \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED BY:**

Print Name \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

**Notes:**

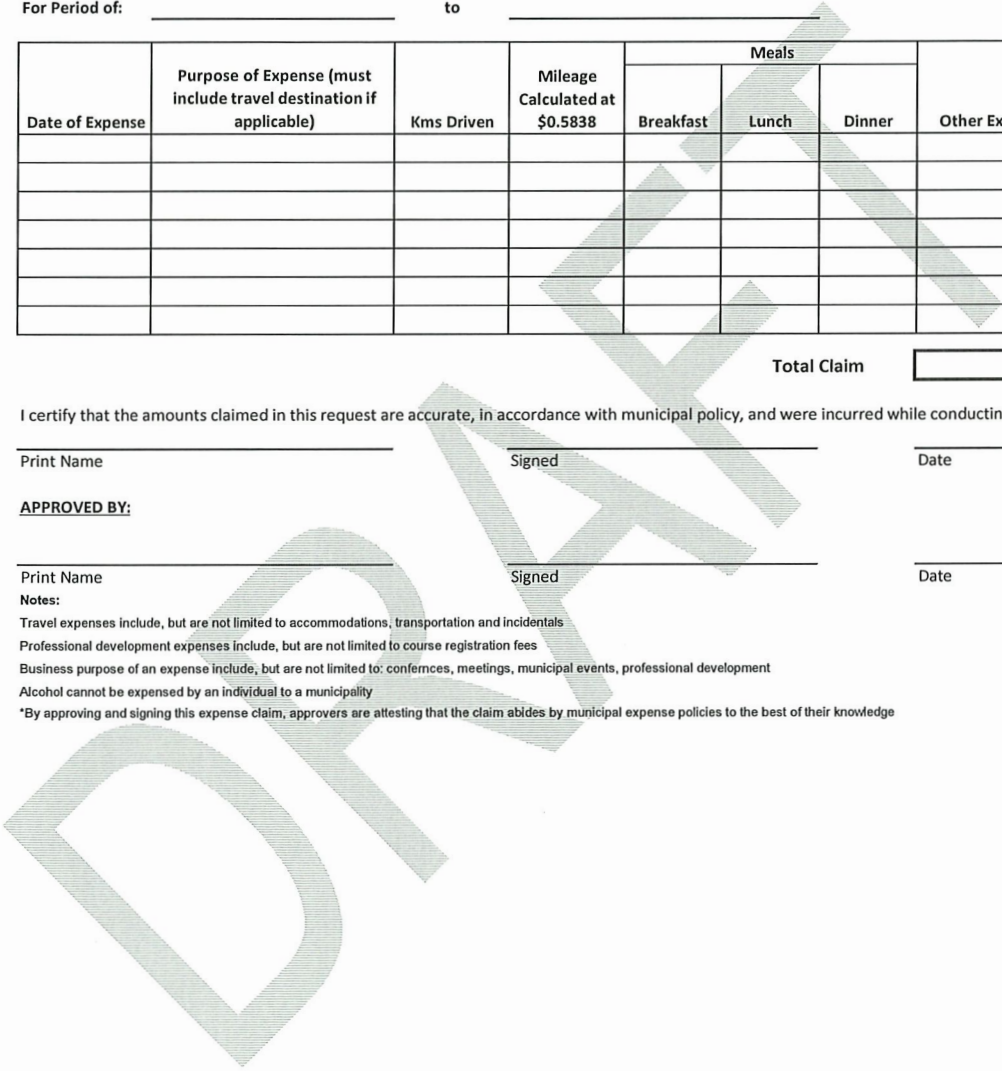
Travel expenses include, but are not limited to accommodations, transportation and incidentals

Professional development expenses include, but are not limited to course registration fees

Business purpose of an expense include, but are not limited to: conferences, meetings, municipal events, professional development

Alcohol cannot be expensed by an individual to a municipality

\*By approving and signing this expense claim, approvers are attesting that the claim abides by municipal expense policies to the best of their knowledge





|            |         |
|------------|---------|
| Document # | DOS-024 |
| Rec'd by   |         |
| Date       |         |
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| Council    |         |
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| Committee  |         |
|            |         |

## Travel Expense Policy

### Intent

The intent of this policy is to create guidelines concerning the eligibility for travel expenses incurred while conducting Town business away from the Town office. Elected officials, Town employees and volunteers are eligible to be reimbursed for mileage, accommodations and meal expenses as per terms and conditions set out in this policy. The Town of Shelburne will provide reimbursement for all reasonable and appropriate expenses.

### Guidelines

As an elected official, employee or volunteer of the Town of Shelburne, you may occasionally be required to travel on Town business (i.e. meetings, seminars, conferences or courses). This policy will outline the proper procedures regarding:

1. Transportation
2. Accommodations
3. Meals
4. Travel Advances
5. Out-of-Province Travel
6. Documentation and reports of travel expenses

The Town of Shelburne will reimburse its elected officials / employees / volunteers for reasonable travel expenses incurred on authorized Town business. All travel expenses must be properly documented for approval and reimbursement. Any exceptions to the policy must be submitted to the Chief Administrative Officer (CAO) for approval.

### Travel Expenses Eligible for Reimbursement

Itemized receipts are required for reimbursement of all travel expenses unless stated otherwise and to be submitted to the appropriate Department Head for approval.

1. Transportation:
  - Mileage will be reimbursed when travelling outside of town limits at the prevailing provincial rate per kilometer for business required travel. Mileage is to be calculated as the distance from the Town Office and return to the office.

- If more than one elected official / employee / volunteer are attending the same function they are expected to travel together whenever possible. When two or more people do travel together, mileage will be paid to the person whose vehicle is used.
- Those who use their own personal vehicle while travelling on Town business are responsible for their own insurance.
- If a car rental is necessary, prior approval of the CAO is required. If approved, reimbursement with proof of receipt will be made for rental of economy type cars.
- Parking, bridge/road toll expenses and taxi fares will be reimbursed as appropriate with proof of receipts.

2. Accommodations:

- Accommodations will be reimbursed at actual room costs for standard available rooms, including any applicable taxes. Receipt required for reimbursement.
- Overnight accommodations will be paid in the event the function (Town business, conference, course or training seminar/workshop) meets any one of the following criteria:
  - a) The function is for more than one day and it is unreasonable to travel back and forth on a daily basis;
  - b) The function is more than one day and includes evening events; or
  - c) The function is one day or less and the travel distance is unreasonable for the elected official /employee / volunteer to travel the same day as the function and arrive on a timely basis.

3. Meals:

- Meals will be reimbursed as set out below, which will include taxes and gratuities.
- Receipts are not required.

|           |         |
|-----------|---------|
| Breakfast | \$12.50 |
| Lunch     | \$15    |
| Dinner    | \$25    |

- Breakfast – the cost of breakfast may be claimed only when the elected official / employee / volunteer has been travelling on Town business for more than one hour before the recognized time for the start of the day’s work.
- Dinner – the cost of the evening meal may be claimed when the elected official / employee / volunteer is travelling on Town business a minimum of two hours before 6:30 p.m. and is not expected to return to his / her residence before 6:30 p.m.
- Elected officials / employees / volunteers will not be reimbursed for any meals that are provided as part of a conference or training seminar / workshop, since payment for these meals are included in the payment of the registration fee for the conference or training seminar / workshop.
- Elected officials / employees / volunteers will not be reimbursed for any meals that are included in the accommodation costs (i.e. continental breakfasts).

- Alcohol is not a reimbursable expense.
4. Travel Advances
- Advances are intended to cover out of pocket expenses incurred during travel. The following limits shall apply to the use of advances:
    - a) All advances must be approved by the CAO
    - b) Advances will only be issued where an overnight stay is required
    - c) Advances will not be made for less than \$100
  - The CAO will not approve an advance unless the CAO is satisfied that there is a reasonable need for the advance.
  - Upon completion of the travel for which an advance has been made, the recipient must complete an expense claim in relation to the travel costs that reconciles the amount of the advance with the actual reimbursable expenses incurred. The recipient must repay any part of the advance owing to the Town of Shelburne within 10 days of completing the travel.
5. Out-of-Province Travel
- All requests for out-of-province travel shall be made in writing and shall contain the following information:
    - a) The purpose and duration of the trip
    - b) The location(s) to be visited
    - c) The dates and times of arrival and departure
    - d) Any pre-paid transportation, meals, or accommodation
    - e) Any other anticipated expenses
  - All requests for out-of-province travel by Council members shall be reviewed by the CAO and Mayor (or Deputy Mayor when necessary), who shall consider the necessity for travel based on the information provided.
  - When two or more out-of-province travel requests are made by Council members for the same purpose, the CAO in discussion with the Mayor (or Deputy Mayor when necessary) shall determine the appropriate number of persons necessary to represent the Town of Shelburne.
  - All requests for out-of-province travel by the CAO shall be reviewed by the Mayor, who shall follow the same guidelines established for Council members.
  - All requests for out-of-province travel by Town employees shall be reviewed by the CAO, who shall follow the same guidelines established for Council members.
6. Documentation and reports of travel expenses
- Elected officials / employees / volunteers are required to complete a travel expense form (see Schedule A) which must be submitted to the Department Head for approval and then forwarded to the Finance Department for reimbursement.
  - Travel claim submissions will be accepted up to thirty (30) days after date of travel unless approaching the new fiscal year. Expenses must be submitted in the fiscal year in which they occurred. Expenses cannot be carried forward to future years.

Fraudulent irregularity, misuse or misappropriation of funds may result in disciplinary action up to and including termination of employment.  
All authorized individuals must adhere to this documented policy and report any suspicious activity or potential misuse of funds.

*\*While traveling, employees are regarded as representatives of the Town of Shelburne, and should conduct themselves as such.*





**Town of Shelburne**  
Staff Report to Council  
January 20, 2025  
**Hospitality Policy**

|            |            |
|------------|------------|
| Document # | D25-025    |
| Rec'd by   | gaw        |
| Date       | Jan. 16/25 |
| COPIES TO: |            |
| Council    | ✓          |
| Agenda     | ✓          |
| Committee  |            |
|            |            |

**Overview:**

This staff report is intended to advise Council of the requirement by the Municipal Government Act (MGA) to review the Town of Shelburne's Hospitality Policy.

**Background:**

As per Section 23, subsection 7 of the Municipal Government Act (MGA), Council is required to review the expense and hospitality policies by January 31st immediately following a regular election held under the Municipal Elections Act. Following a motion, Council must either re-adopt the policies or amend one or both policies and adopt the policies as amended.

The current Hospitality Policy outlines guidelines for hospitality-related expenses incurred for legitimate reasons such as protocol, business development, or promotional advocacy. The policy ensures the prudent use of public funds by establishing uniform standards and procedures for claims made by Council members, the Chief Administrative Officer (CAO), and Town employees.

**Analysis:**

Staff has reviewed the Hospitality Policy and determined that Appendix A (the "Request for Approval to Incur Hospitality Expenses" form) is redundant for administrative purposes. The policy already provides clear guidelines for prior authorization and approval of hospitality-related expenses. Removing Appendix A will streamline administrative processes without affecting the accountability and transparency measures established by the policy.

The policy remains consistent with its purpose of ensuring that public funds are used responsibly and that all hospitality-related expenses are appropriately documented and approved by the relevant signing authorities.

**Recommendations:**

THAT Council adopt the existing Hospitality Policy with the removal of Appendix A.

*Respectfully Submitted,*

*Sarah Mattatall*  
Chief Administrative Officer



**TOWN OF SHELBURNE**  
**Hospitality Policy**

|                   |         |
|-------------------|---------|
| Document #        | 125-025 |
| Rec'd by          |         |
| Date              |         |
| <b>COPIES TO:</b> |         |
| Council           |         |
| Agenda            |         |
| Committee         |         |
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**Policy Statement**

1. The Town of Shelburne recognizes that hospitality-related activities are, at times, necessary and legitimate expenses supporting the effective conduct of government business and for reasons of diplomacy, protocol, business development or promotional advocacy.
2. The offering of hospitality will be done in such a manner to reflect the prudent stewardship of public funds. This policy safeguards the appropriate use of public funds through the establishment of uniform standards and procedures respecting Council member, Chief Administrative Officer (“CAO”) and Town of Shelburne employee hospitality claims.

**Purpose**

The purpose of this policy is:

- (a) To provide direction and guidance with respect to the appropriate expensing of necessary hospitality expenses that support the Town of Shelburne’s objectives.
- (b) To ensure hospitality is offered in an accountable, economical, and consistent manner in the facilitation of government business and/or for reasons of diplomacy, protocol, business development or promotional advocacy.
- (c) To ensure taxpayers’ dollars are used prudently and responsibly with a focus on accountability and transparency.

**Hospitality and Hospitality Events**

3. A hospitality event is a reception, ceremony, conference, or other event that involves hosting individuals from outside the Town of Shelburne. Hospitality may be offered under the following circumstances in accordance with this policy:
  - (a) Hosting foreign dignitaries;
  - (b) Engaging in official public matters with representatives from other governments, business, industry or labour leaders, or other community leaders;
  - (c) Sponsoring or hosting conferences;
  - (d) Hosting ceremonies / recognition events; and
  - (e) Other official functions, as approved by the CAO, their designate or Town of Shelburne Council.

Approved expenditures may include:

- (a) Meals
- (b) Gifts
- (c) Meeting Space
- (d) Other expenses as approved by the Chief Administrative Officer, their designate or Council

## **Signing Authority**

4. The following are the Signing Authorities for the positions referred to, and shall be responsible for administering this policy with respect to the individuals in those positions:

| <b>Position</b>      | <b>Signing Authority</b>                      |
|----------------------|-----------------------------------------------|
| Council Member       | Town Clerk/Treasurer or designate             |
| Town Clerk/Treasurer | Mayor or designate                            |
| Employees            | Immediate Supervisor and Town Clerk/Treasurer |

A Signing Authority may designate a second signing authority. The designation of a secondary signing authority shall be in writing and shall state the name and position of the designate.

A Signing Authority is prohibited from authorizing payment of hospitality expenses incurred on their own behalf.

## **Prior Authorization**

5. Subject to this policy, all hospitality events require prior authorization.
6. A request for prior authorization for hospitality events requires the following information:
- (a) rationale/purpose of the event;
  - (b) estimated numbers of attendees and their respective affiliations;
  - (c) if alcohol is to be provided at the event, the reasons that the provision of alcohol is appropriate and warranted in the circumstances;
  - (d) estimated itemized costs including gratuities and supplementary expenses.
7. Requests for hospitality events shall be reviewed by either the CAO or their designate, or Council, who shall consider the value and benefit of the proposed event in relation to its cost in deciding whether to approve the hospitality event.
8. In instances where a hospitality event has been held without prior approval, claims for reimbursement must provide the details outlined above and include a document outlining the reasons prior approval was not possible.

## **Serving of Alcohol**

9. While the standard for hospitality is the provision of non-alcoholic beverages, the provision of alcohol in the context of hospitality for reasons of diplomacy, protocol, business development or promotional advocacy is deemed an acceptable expense in limited circumstances. Any request

for approval to serve alcohol at a hospitality event must have prior approval by either the CAO or their designate, or Council.

10. The Town of Shelburne, its employees and members of Council are expected to act responsibly in the use of public funds and in the care and well-being of themselves, other employees and their respective guests with respect to the serving of alcohol.
11. The Town of Shelburne will demonstrate good judgment in the reasonableness of the quantity and expense of alcoholic beverages offered to guests.
12. If alcohol is provided at a hospitality event, food must be served.

## **Gifts**

13. For reasons of diplomacy, protocol, business development or promotional advocacy, the giving of token gifts to individuals outside of government (value not to exceed [\$40.00]) is sometimes appropriate. Any giving of gifts requires prior approval by either the CAO or their designate, or Council.

## **Claims for Reimbursement of Hospitality Expenses**

14. Hospitality expense claims must include the following:
  - (1) A copy of the signed prior authorization (see Appendix A) for the hospitality event for which the expense was incurred;
  - (2) The names and positions of the guests at the hospitality event;
  - (3) The business objective for the expense;
  - (4) A detailed itemized receipt for the expense.
15. If no receipt is available for a hospitality expense, a written attestation signed by the Claimant must be submitted to explain why the receipt is unavailable, and a description itemizing and confirming the expense must be provided. Debit or credit card transaction records are not acceptable as receipts.
16. Hospitality expenses incurred by one individual on behalf of another must be attributed to the individual for whom those expenses were incurred.
17. No hospitality expense claim shall be paid unless the claim is first approved for payment by two Signing Authorities who have authority to approve the claim. Before approving an expense claim, a Signing Authority must ensure that:
  - (1) the claim is consistent with this policy;
  - (2) the expenses claimed were necessarily incurred in the performance of municipal business;
  - (3) appropriate receipts are provided to support the claim, and that the claim documentation is appropriately filed;
  - (4) the expenses claimed have appropriate justification; and
  - (5) all requirements, as determined by the [municipal audit committee], have been fulfilled.
18. In considering a hospitality expense claim for payment, a Signing Authority may request additional explanations, documentation or justification from the claimant, and may refuse to

# POLICY

approve any claim or expense did not have prior authorization and that the Signing Authority decides is unreasonable or not in compliance with this policy.

19. The use of petty cash to pay a hospitality expense claim is prohibited.

## **Reporting Requirements**

20. Pursuant to s. 65A of the Municipal Government Act, the CAO shall ensure that the Town of Shelburne does the following:
  - (1) Within ninety (90) days of the end of each fiscal quarter, prepares and posts a hospitality expense report on the Town of Shelburne website that describes all of the hospitality expenses incurred by the Town of Shelburne including purchases of alcohol, during the quarter;
  - (2) By September 30th of each year, prepares and files with the Minister of Municipal Affairs an annual summary report that summarizes the hospitality expense reports for the preceding fiscal year, that is compliant with the requirements of the Department of Municipal Affairs and the requirements set out in the Financial Reporting and Accounting Manual.

## **Review Requirements**

28. The Town of Shelburne Audit Committee shall review the hospitality annual summary report by September 30th of each year.
29. By the January 31st immediately following a regular election held under the Municipal Elections Act, Council shall review this policy and, following a motion by Council, either re-adopt the policy or amend the policy and adopt the policy as amended.

Date of Notice of Council Member Intent to Adopt: April 19<sup>th</sup>, 2021  
Date of Adoption (approved): May 3<sup>rd</sup>, 2021

Appendix A  
**REQUEST FOR APPROVAL TO INCUR HOSPITALITY EXPENSES**

All hospitality-related expenses require prior authorization. All hospitality expenses incurred must be supported by itemized receipts. Refer to the Hospitality Policy for further information.

**REQUESTED BY**

Date of Request: \_\_\_\_\_

Employee/Councillor Name: \_\_\_\_\_

Department: \_\_\_\_\_

Event Location: \_\_\_\_\_

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

Purpose of Event/Activity: \_\_\_\_\_

**COSTS AND ACCOUNTS**

Estimated Number of Attendees: \_\_\_\_\_

Meal & Beverage Costs: \_\_\_\_\_

Gratuities: \_\_\_\_\_

Gift Costs: \_\_\_\_\_

Other Expenses (provide details): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

APPROVAL

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Please include this document as part of the reimbursement process and forward to Accounts Payable.



# Municipality of Shelburne

|            |            |
|------------|------------|
| Document # | D25-026    |
| Rec'd by   | g.w.       |
| Date       | Jan. 11/25 |
| COPIES TO: |            |
| Council    | ✓          |
| Agenda     | ✓          |
| Committee  |            |
|            |            |

## STAFF REPORT

**TO:** Municipal Council

**FROM:** Marcia d'Eon, Director of Operations & Protective Services

**APPROVED BY:** Warren MacLeod, Chief Administrative Officer

**DATE:** December 11, 2024

**SUBJECT:** Appointment of Building Official & Fire Inspector

### ORIGIN

Pursuant to the Nova Scotia Building Code Act, all Building Officials must be appointed by Council

### BACKGROUND

The Municipality hired a Junior Building Official and Fire Inspector who is working alongside the Manager of Inspection Services. As per legislation building officials shall be appointed by each council to administer and enforce this Act in the municipality.

### **LEGISLATIVE AUTHORITY**

The Nova Scotia Building Code Act, Chapter 46 of the Revised Statutes, 1989 Section 5 states that

- 5 (1) The council of a municipality is responsible for the administration and enforcement of this Act in the municipality.
- (2) A building official or building officials shall be appointed by each council to administer and enforce this Act in the municipality.

The Nova Scotia Building Code Regulations, article 1.3.1.3, defines a Building Official

#### 1.3.1.3. Specific Definitions

- (1) In these regulations the following definitions apply:
  - “Building Official” means a person appointed as an inspector pursuant to Section 5 of the Act.

19(1) A municipality shall

- (a) Establish a system of fire-safety Inspection of land and premises situate within the jurisdiction, as required by the regulations to provide for compliance with this Act, the regulations and the Fire Code;
- (b) Appoint a Municipal Fire Inspector who shall carry out the Inspection;

And

- (c) Ensure that the Fire marshal is notified, in writing of the appointment of the Municipal Fire Inspector and the revocation of any such appointment.

### **RECOMMENDATIONS**

Be it resolved that the Council of the Municipality of the District of Shelburne appoint Darren Stoddard as Building Official for the Municipality of the District of Shelburne.

Be it resolved that the Council of the Municipality of the District of Shelburne appoint Darren Stoddard as Fire Inspector for the Municipality of the District of Shelburne.



**Town of Shelburne**  
**Special Staff Report to Council**  
**Water Plant Heaters**  
**January 20<sup>th</sup> , 2025**

|                   |                                     |
|-------------------|-------------------------------------|
| Document #        | D25-027                             |
| Rec'd by          | [Signature]                         |
| Date              | Jan. 15/25                          |
| <b>COPIES TO:</b> |                                     |
| Council           | <input checked="" type="checkbox"/> |
| Agenda            | <input checked="" type="checkbox"/> |
| Committee         |                                     |
|                   |                                     |

**General Overview:**

This staff report is intended to inform Council of the need for new heating equipment at the Water Treatment Plant (WTP).

**Background:**

Approximately twenty years ago The Town of Shelburne replaced the existing heating units in the older section of the treatment plant. These 600-volt heaters are ten feet off the floor and are thermostatically controlled. They provide heat to the main treatment plant area to ensure our equipment and operators do not freeze.

The chemicals used in water treatment tend to be corrosive in nature and this causes metal components to rust at an accelerated rate. Currently two of the three heaters in the older section do not operate as they are corroded throughout and have seized.

**Analysis:**

The colder weather has proven that one heater alone is not adequate to heat the space and could put the plant at risk of freezing. We are in the process of obtaining three quotes from local electricians to replace the heaters with the same type.

Heat pumps would not be an option because the WTP is a high moisture environment with low heating efficiency.

**Recommendation:**

THAT Council direct staff to move forward with the purchase of new heaters of the same kind to replace the faulty units to a maximum cost of \$6000.

*Lewis Chetwynd*

---

Lewis Chetwynd  
Utilities Assistant



Municipality of  
**Shelburne**

Naturally Yours

|            |          |
|------------|----------|
| Document # | D25-028  |
| Rec'd      | gw       |
| Date       | Jan 8/25 |
| COPIES     |          |
| Council    | ✓        |
| Age        |          |
| Committee  |          |

**Inspection Department**

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

January 8, 2025

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 December, 2025.

| Fiscal Year                         | 2024/2025       | 2023/2024       |
|-------------------------------------|-----------------|-----------------|
| Number of Permits Issued this Month | 0               | 0               |
| Number of Permits Issued to Date    | 12              | 13              |
| Construction Value                  | \$ 0.00         | \$ 0.00         |
| Total Construction to Date          | \$ 1,525,500.00 | \$ 1,606,000.00 |

Yours very truly,

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

/aad

Andrew Goreham, Manager of Inspection Services

[andrew.goreham@municipalityofshelburne.ca](mailto:andrew.goreham@municipalityofshelburne.ca)