



**AGENDA**  
**Town Council Meeting – Town Council Chambers**  
**May 4<sup>th</sup>, 2026**  
**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 April 20<sup>th</sup>, 2026
- 4) Proclamations and Announcements:
  - a) Canadian Mental Health Week- May 4-10, 2026
  - b) International Day Against Homophobia, Transphobia and Biphobia- May 17, 2026
- 5) Delegations/Presentation: NONE
- 6) Correspondence:

**Action:**

  - a) Letter- CEJ re: Decommissioning of the Town Dump D26-075

**Information:**

  - a) Letter- Municipal Affairs re: Amendments to the Municipal Governance Act D26-076
  - b) Letter to Prime Minister Mark Carney re: Landfill Decommissioning Phase II D26-077
- 7) Council Items:
  - a) REMO Bylaw- Second Reading D26-055
  - b) General Operating Preliminary Budget FY 2026-27 D26-078
  - c) Community Concerns – Access to Dental Services
- 8) Committee Reports: NONE
- 9) Staff Reports:
  - a) SVFD Training Facility Update D26-079
  - b) Surplus Lands Policy D26-080
  - c) Regulation of Residential Pools D26-081
  - d) CAO Update D26-082
  - e) SVFD Report- March D26-083
  - f) Water Utility Report D26-084
  - g) Wastewater Report D26-085
- 10) In Camera Session:
  - a) MGA (22) (2) (a) acquisition, sale, lease and security of municipal property
  - b) MGA (22) (2) (e) contract negotiations
- 11) New Business:

**12) Upcoming Meetings/Events:**

- a) Town Office Closed, Monday May 18<sup>th</sup>, 2026, for Victoria Day
- b) Next Council Meeting, Tuesday May 19<sup>th</sup>, 2026, 6pm, Council Chambers, 63 King Street
- c) Reminder: Tax Bills due May 29<sup>th</sup>, 2026

**13) Adjournment**



**Town of Shelburne**  
**Minutes of the Regular Council Meeting**  
**April 20<sup>th</sup>, 2026**

**Council Members Present**

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

**Staff Present**

Chief Administrative Officer, Sarah Mattatall  
Executive Coordinator, Jessie Dyer  
Director of Planning & Development, Mike Kahn

**Call to Order**

Mayor Jacklin called the Council meeting to order at 6:00pm and thanked everyone for coming.

**Approval of the Agenda**

*THAT* Council approves the agenda for the April 7<sup>th</sup>, 2026, Council Meeting, as amended to include an In-Camera Session pursuant to MGA Section 22 (2) (e)- Contract Negotiations.

**E. Acker - Ringer**

**MOTION CARRIED**

**Approval of the Minutes**

*THAT* Council approves the minutes from the Regular Town Council Meeting held on April 7<sup>th</sup>, 2026, and the Special Town Council Budget Meeting held on April 15<sup>th</sup>, 2026.

**Cruz – D. Acker**

**MOTION CARRIED**

**Proclamations and Announcements:**

- a) Earth Day
- b) Lyme Disease Awareness Month- May

**Delegations/Presentations: NONE**

**Correspondence**

**Action:**

- a) Letter- Tom Rice re: Community Hall Rental Fees

**THAT** Council direct staff to assess the logistics of hosting the proposed weightlifting event at the Community Centre, including safety and potential impacts to the facility, and report back to Council.

**Information:**

- a) Letter- Warden Penny Smith re: McKay Memorial Library Funding Request

**Council Items:**

- a) SVFD Bylaw Revisions

**THAT** Council approve the amendments to the Shelburne Volunteer Fire Department Bylaws as approved by the Department on April 6<sup>th</sup>, 2026.

Ringer – D. Acker

**M26-041**

**MOTION CARRIED**

- b) Motion to Rescind- M26-027

**THAT** Council rescind the portion of Motion M26-027 directing staff to dispose of the existing 1999 Dodge Ram.

**AND THAT** the direction to dispose of the 2010 Chevrolet Silverado remain.

**AND THAT** all other provisions of Motion M26-027 remain unchanged,

E. Acker - Cruz

**M26-042**

**MOTION CARRIED**

**Committee Reports: NONE**

**Staff Reports**

- a) Municipal User Fees

**THAT** Council approve the updated Municipal User Fees Policy section 5.7 as outlined in Appendix A.

E. Acker - Cruz

**M26-043**

**MOTION CARRIED**

b) Vending Bylaw Second Reading & User Fee Policy Update

**THAT** Council read the attached as Appendix A, amendments to the Town's Vending Bylaw a second time.

**AND THAT** Council amends the Municipal User Fees Policy section 5.10 as attached in Appendix B.

Ringer – E. Acker

M26-044

**MOTION CARRIED**

c) Building Inspector Report

For Information Only

d) Waste Diversion Officer Quarterly Report- September 2025

For Information Only

e) Waste Diversion Officer Quarterly Report- January 2026

For Information Only

f) Waste Diversion Officer Quarterly Report- June 2025

For Information Only

**In- Camera Session:**

MGA 22 (2) (e) contract negotiations

**THAT** Council go in-camera at 6:34pm for matters under MGA 22 (2) (e) contract negotiations

E. Acker - Ringer

**MOTION CARRIED**

Council came out of in-camera at 7:04pm. No motion coming out of in-camera.

**New Business:**

Mayor Jacklin asked if there was any new business for Council to consider.

**Councillor D. Acker**

Councillor Ringer attended the RCMP Advisory Committee Meeting in Lockeport on April 16<sup>th</sup>, 2026.

**Councillor Ringer**

Councillor Ringer acknowledged that the Shelburne County Arena is now closed for the

season, noted that it was a great season, and shared excitement for its reopening next season. Councillor Ringer also noted attendance at the RCMP Advisory Meeting held on April 16, 2026.

**Upcoming Meetings/Events**

- a) Water Bills are out and due on May 8<sup>th</sup>, 2026
- b) Tax Bills are in the mail and will be due May 29<sup>th</sup>, 2026
- c) Next Town Council Meeting, Monday May 4<sup>th</sup>, 6pm, Council Chambers, 63 King Street

**Adjournment**

**THAT** the Regular Town Council Meeting of April 20<sup>th</sup>, 2026, be adjourned at 7:06pm.

Ringer

**Jessie Dyer**  
**Recording Secretary**

---

**Stanley Jacklin, Mayor**

---

**Sarah Mattatall, CAO**



April 27, 2026

Mayor Stanley Jacklin and Town Council

Town of Shelburne  
162 Mowatt Street  
Box 670  
Shelburne, Nova Scotia  
BOT 1W0

Dear Mayor Jacklin and Town Council

Re: Decommissioning of the Town dump

On behalf of the Centre for Environmental Justice (CEJ), we are writing to you regarding the Town of Shelburne's council meeting that was held on Tuesday, April 7<sup>th</sup>, 2026.

During this meeting, the decommissioning of the town dump was discussed. This conversation included the following excerpt: "Landfill Phase 2 Funding Council will continue advocacy efforts with federal representatives and submit correspondence to the Prime Minister requesting funding support for Phase 2 of the Morvan Road Landfill Decommissioning Project".

As you know, CEJ remains actively engaged in addressing issues relating to environmental racism in Shelburne. Our organization would welcome the opportunity to collaborate with council on the decommissioning of the landfill and securing the funding necessary to advance this work.

We have also maintained ongoing and productive communication with Environmental and Climate Change Canada, and we believe that these connections could be an asset to the Town of Shelburne in relation to this project.

Furthermore, members of CEJ board would be pleased to meet with you, at your convenience, to discuss the potential of an ongoing partnership.

Thank you for your time and consideration, and I look forward to your response.

Vanessa Hartley,  
President CEJ

Document #	
D26-075	
Rec'd by JD	
Date Apr. 29/26	
COPIES TO:	
Council	✓
Agenda	✓
Committee	





Municipal Affairs  
Office of the Minister

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

April 22, 2026

Dear Mayors, Wardens and Village Chairs:

I am writing to provide an overview of the legislative amendments approved this spring in the House of Assembly that relate to municipal governance. These changes were a part of Bill 212 ([c001.pdf](#)). We are sharing this information to ensure Council has clarity on the intent and scope of these changes, as well as next steps.

Amendments to the *Municipal Government Act* and *Halifax Regional Charter Act*:

- Clarify the oversight relationship between councils and Chief Administrative Officers, affirming council's discretion to exclude the CAOs from meetings related to CAO performance (effective immediately).
- Enable councils to delegate CAO performance oversight to a committee (effective immediately).
- Clarify council's authority in approving CAO participation in external organizations and delegating responsibilities during CAO absences (effective immediately).
- Introduce mandatory onboarding training for newly elected councillors to support strong governance and informed decision-making. Will become effective after details are established in regulations.

These amendments are intended to strengthen municipal governance and support councils in their leadership and accountability roles.

We appreciate the support that you have shared for these changes either directly, through your MLA or through your associations. If council has questions or would like additional clarification, your municipal advisors would be pleased to assist.

In the coming months, the Nova Scotia Federation of Municipalities (NSFM) will be seeking your input on what mandatory training for newly elected councillors will look like in Nova Scotia. Our intention is that councillors feel equipped to fulfill their important responsibilities, how to work effectively with their colleagues and the staff of the municipality, and how to best deliver on the priorities of their constituents, the municipality and our beautiful province. Regulations will establish the minimum standards for mandatory training, such as the types of training, the timelines for completion, and key responsibilities. We will look to you to shape these requirements, through the work of NSFM.

Thank you for your continued partnership.

Yours truly,

Honourable John A. MacDonald  
Minister of Municipal Affairs

- c: CAOs (please share with your councillors)  
 Village Clerks  
 Juanita Spencer, CEO, Nova Scotia Federation of Municipalities  
 Jeff Sunderland, Executive Director, Association of Municipal Administrators Nova Scotia

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Date	Apr. 23/26
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April 30, 2026

The Right Honourable Mark Carney, P.C., M.P.  
Prime Minister of Canada  
House of Commons  
Ottawa, Ontario  
Canada  
K1A 0A6

Document # D26-077	
Rec'd by JD	
Date May 1/26	
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Phone: (902) 875-2991  
Fax: (902) 875-3932  
[www.shelburnens.ca](http://www.shelburnens.ca)

**Re: Federal Partnership Request – Morvan Road Landfill Decommissioning (Phase 2 Closure)**

Dear Prime Minister,

On behalf of the Town of Shelburne, I am writing to respectfully request federal partnership and financial support to advance Phase 2 of the Morvan Road Landfill Decommissioning Project, specifically, the engineered capping and closure of the site.

The Morvan Road Landfill operated from approximately 1946 until its closure in 1996, prior to the implementation of modern environmental standards. As a first-generation landfill, it lacks the engineered containment systems that would be required today to protect soil and groundwater. During its operational years, the site served a broad range of users, including residents and businesses from the Town of Shelburne and the Municipality of the District of Shelburne, as well as regional institutional and federal operations, including the Department of National Defence.

Initial closure measures were undertaken in 1998, including slope regrading, installation of geotextile materials, hydroseeding, and placement of cover material. While appropriate at the time, these measures do not meet current regulatory expectations. In recent years, the Town has taken proactive steps, in collaboration with Nova Scotia Environment and Climate Change (NSECC) and qualified engineering professionals, to advance a comprehensive, multi-phase decommissioning program aligned with modern environmental standards.

Phase 1 of this program, comprising environmental investigations (test pits and wetland monitoring), monitoring well installation, and regulatory approvals, has been successfully advanced through municipal investment and provincial support. The Town is now prepared to proceed with Phase 2, which includes the installation of a low-permeability cap, site regrading, and long-term environmental protection measures designed to limit infiltration and mitigate potential risks associated with historic landfill conditions.

When Phase 2 was tendered in 2025, construction costs significantly exceeded earlier projections due to market conditions, resulting in a funding gap that cannot be absorbed by a small rural municipality with limited fiscal capacity. The lowest compliant bid was approximately \$985,000, creating a shortfall in the range of \$550,000 to \$600,000. The Town is therefore seeking a federal contribution of \$600,000 to enable the project to proceed.

Advancing this project is about responsible environmental stewardship and protecting community well-being. There has been longstanding community interest and concern related to the site. While there are ongoing processes through which these matters are being appropriately considered, the Town remains committed to taking practical, forward-looking actions that reduce potential environmental risks, meet current regulatory standards, and support the health and confidence of the community.

Completing the engineered closure will:

- Reduce the potential for water infiltration and leachate migration
- Ensure compliance with provincial environmental requirements
- Support long-term monitoring and site stability
- Demonstrate continued municipal commitment to responsible environmental management

Given the historic use of the landfill by a range of users, including federal operations, and the broader public interest in ensuring the site is properly closed, we believe there is a strong basis for federal partnership in addressing this historic infrastructure challenge.

As a small municipal unit with a limited tax base, the Town of Shelburne faces significant financial constraints in delivering projects of this scale. Federal investment would ensure that the costs associated with bringing a historic, pre-regulation site up to modern standards are shared appropriately and do not fall disproportionately on local residents.

The Town is ready to proceed upon confirmation of funding and would welcome the opportunity to work collaboratively with federal partners to advance construction during the upcoming season.

Thank you for your consideration of this request and for your continued commitment to supporting rural communities across Canada.

Respectfully submitted,



Mayor Stan Jacklin  
Town of Shelburne

Cc: Ms. Jessica Fancy, MP, Member of Parliament for South Shore – St. Margarets Bay

Document #	
DALP-055	
Rec'd by JD	
Date Apr. 7/24	
COPIES TO:	
Council	✓
Agenda	✓
Committee	

**REGIONAL EMERGENCY MANAGEMENT BY-LAW**

The Council of the Town of Shelburne pursuant to section 10(1)(a) *Emergency Management Act, S.N. 1990, c.8*, enacts as follows:

**SHORT TITLE**

This By-law may be cited as the Emergency Management By-Law

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## Part 1 Purpose

The Nova Scotia *Emergency Management Act* requires municipalities to adopt a Municipal Emergency Management By-law with the aim of establishing a municipal emergency management organization and preparing and approving emergency management plans. This by-law will allow for the Town of Shelburne to work with neighboring municipal units of the Municipality of the District of Barrington, the Municipality of the District of Shelburne, the Town of Clarks Harbour and the Town of Lockeport to develop coordinated plans on a regional level which will better serve residents.

## Part 2 Definitions

- 2.1 **Act** means the *Emergency management Act, S.N.S. 1990, c,8*;
- 2.2 **Agreement** means the Agreement entered into accordance with Clause 10(1)(a) of the Act, among the Municipality of the District of Shelburne, the Municipality of the District of Barrington, the Town of Clarks Harbour, the Town of Shelburne and the Town of Lockeport dated September 1, 2024 attached as Appendix A.
- 2.3 **Assistant Regional Emergency Management Coordinators** means a staff member appointed from the Municipality to liaison with the coordinator.
- 2.4 **Council** means the Council of a municipality, town or village.
- 2.5 **Deputy Regional Emergency Management Coordinator** means the person charged to back up or replace the Regional Emergency Management Coordinator during all phases of emergency planning.
- 2.6 **Emergency** means a present or imminent event in respect of which the Minister or a Municipality, as the case may be, believes prompt co-ordination of action or regulation of persons or property must be undertaken to protect property or the health, safety, or welfare of people in the municipality/municipalities.
- 2.7 **Emergency Management** means the prevention and mitigation of preparedness for, response to and recovery from emergencies.
- 2.7 **Mayor** means the Mayor of the Town of Shelburne.
- 2.8 **Town** means the Town of Shelburne.
- 2.9 **Regional Emergency Management Executive Committee** means the Advisory Committee established pursuant to the Agreement, and as required by Clause 10(1)(d) of the Act.
- 2.10 **Regional Emergency Management coordinator** means coordinator, the person appointed by Council, and in accordance with the Agreement, as required by Clause 10(1)(c) of the Act.
- 2.11 **Regional Emergency Management Organization (REMO)** means the organization established by the Agreement, and as required by Clause 10(1)(b) of the Act.
- 2.12 **Regional Emergency Management Planning Committee** the Committee

established by the Agreement responsible for recommending policy and procedures to the Executive Committee for maintaining a reasonable state of preparedness for emergencies.

- 2.13 **Regional Emergency Management Plans** means plans, programs or procedures prepared by the Regional emergency Management Organization that are intended to mitigate the effects of an emergency or a disaster and to provide for the safety, health, or welfare of the civil population of property in the event of such an occurrence, as set out in Clause 2(d) of the Act.
- 2.14 **State of Local Emergency** means a state of local emergency declared by a Municipality pursuant to the Act and the Regulations made pursuant thereto, and this By-Law.

### **Part 3 Regional Emergency Management Organization**

- 3.1 Council hereby establishes a Regional Emergency Management Organization (REMO), and shall create an intermunicipal agreement with its partners, specifying funding, governance, and other requirements of Councils.
- 3.2 The Regional Emergency Management Organization shall consist of the following persons and committees:
- 3.2.1 The Regional Emergency Management Executive Committee (Executive Committee);
  - 3.2.2 The Regional Emergency Management coordinator;
  - 3.2.3 The Regional Emergency Planning Committee (Planning Committee)
  - 3.2.4 Assistant Emergency Management coordinator (Assistants).

### **Part 4 Regional Emergency Management Executive Committee**

- 4.1 Council shall appoint representatives to the Executive Committee in accordance with the Agreement.
- 4.2 The Council's representative on the Executive Committee shall always be no fewer than two members of the Council, one of whom shall be the Warden/Mayor, as referenced in the REMO Agreement.
- 4.3 The Executive Committee shall, on behalf of REMO:
- 4.3.1 Shall approve of REMO plans and policies;
  - 4.3.2 Recommend the annual budgets to Council:

- 4.3.3 Provide direction to the coordinator and the Planning Committee, as deemed appropriate by the Executive Committee from time to time;
- 4.3.4 Brief Council on the development and approval of REMO plans and policies whenever required to do so by Council;
- 4.3.5 Brief Council on developments during a State of Local Emergency when deemed necessary.

### **Part 5 Regional Emergency Management Coordinator**

- 5.1 The coordinator and Deputy coordinator shall be appointed in accordance with the Agreement.
- 5.2 The coordinator shall:
  - 5.2.1 Be responsible to appoint a Chair of the Planning Committee;
  - 5.2.2 Coordinate and prepare REMO plans, training, and exercises;
  - 5.2.3 Be responsible for on-going public education programs related to emergency preparedness;
  - 5.2.4 Following the activation of the REMO Plan or a declaration of state of local emergency, coordinate municipal operations with those of the provincial and federal governments during a declared emergency;
  - 5.2.5 Ensure all emergency operations centers and equipment are fully operational;
  - 5.2.6 Advise the Department of Emergency Management of any real or anticipated event or emergency as required by the *Emergency Management Act*
  - 5.2.7 Perform such other duties as may be required by the Executive Committee.

### **Part 6 Regional Emergency Planning Committee**

- 6.1 The Planning Committee, as per the Agreement, Section (17), shall be comprised of the coordinator the Deputy coordinator and the Assistant coordinators.
- 6.2 The Planning Committee may include, but not limited to, persons responsible during an emergency to provide:
  - 6.2.1 Local Law Enforcement;
  - 6.2.2 Ground Search and Rescue;

- 6.2.3 Fire Services;
  - 6.2.4 Municipal Public Works representatives;
  - 6.2.5 Provincial OSD and Red Cross;
  - 6.2.6 Provincial Department of Health and Wellness;
  - 6.2.7 Regional Housing Authority;
  - 6.2.8 Emergency Health Services;
  - 6.2.9 Provincial Department of Natural Resources;
  - 6.2.10 Provincial Department of Public Works;
  - 6.2.11 Telecommunications;
  - 6.2.12 Public Information Services;
- Department of Emergency Management

6.3 The Planning Committee shall:

- 6.3.1 Assist the coordinator in the preparation and coordination of REMO Plans, to maintain a reasonable state of preparedness for emergencies.
- 6.3.2 Formulate policy and procedure recommendations, planning, training, and exercises.

## **Part 7 Assistant Emergency Management Coordinators**

- 7.1 The Assistant Emergency Management coordinator appointed in accordance with Clause 25 of the Agreement shall:
  - 7.1.1 Participate in Planning Committee meetings;
  - 7.1.2 Assure that the interests of the Municipality are served by participating in training, exercises, and responses.

## **Part 8 Agreements**

- 8.1 Council hereby agrees that the Executive Committee may enter into agreements with the Government of Canada, the Province of Nova Scotia, a Municipality, or any other person or organization, for the provision of services in the development and implementation of Regional Emergency Management Plans.

## **Part 9 Budget Considerations**

- 9.1 The Town shall share the normal operational costs of the REMO based on an annual budget divided proportionally based upon a blended formula including uniform assessment, population, and equal shares, in accordance with Clauses 41, 42 and 43 of the Agreement.

## **Part 10 Declaration of a State of Local Emergency**

- 10.1 Council may, when satisfied that an emergency exists or may exist in all or any area of its own Municipality, declare a State of Local Emergency in respect of their own Municipality or an area thereof.
- 10.2 If any of the Councils are unable to act promptly under Section 12(2), the Mayors of the Town of Shelburne, Town of Clarks Harbour and the Town of Lockeport and the Wardens of the Municipality of Barrington and Municipality of Shelburne may declare a State of Local Emergency, subject to Section 12(3) of the Act, in respect of their own Municipality or area thereof.

If both the Mayors and/or Wardens and Councils of the Municipality of the District of Barrington the Municipality of the District of Shelburne and the Towns of Clarks Harbour, Shelburne and Lockeport are unable to act promptly to declare a State of Local Emergency in their own jurisdiction under Section 15(2) of the Act, any one of the Mayor or Wardens may, subject to the provisions of Sections 12(2) and 12(3) of the Act, declare a State of Local Emergency in regards to an emergency that exists or may exist in all or within any area of the Municipality of the District of Barrington, the Municipality of the District of Shelburne, the Town of Clarks Harbour, the Town of Shelburne or the Town of Lockeport.

After signing a declaration or termination of a State of Local Emergency or the issuance of an order under Section 14 of the Act, Council shall immediately communicate or publish details on the municipal website or by the means most likely to inform the affected residents.

## **Part 11 Duties During an Emergency**

- 11.1 Following the activation of any Regional Emergency Plan or a declaration of a state of local emergency:
  - 11.1.1 Every Councilor shall advise the coordinator and Mayor as to their location and how they may be contacted.
  - 11.1.2 Every employee and agent of the Town who has a role in such emergencies as assigned in the Regional Emergency Management Plans, shall:
    - 11.1.2.1 Advise the coordinator of their location and how they may

be contacted; and

11.1.2.2 fulfill such duties described in the emergency operational plan.

11.1.2.3 Provide the Minister with a copy of the Declaration of a State of Local Emergency, and renewals thereof, as required by the *Emergency Management Act*.

## Part 12 Repeal

12.1 Town of Shelburne, Shelburne's County East Emergency Management Response By-law (SCEEMO) (Emergency Measures) are repealed and replaced by this Bylaw.

### Clerk's Annotation for Official By-law Book

Date of first reading: \_\_\_\_\_

Date of advertisement of Notice of Intent to Consider: \_\_\_\_\_

Date of second reading: \_\_\_\_\_

Date of mailing to Minister a certified copy of By-law: \_\_\_\_\_

Date of Ministerial approval (s. 10 (1) (a) of the Act): \_\_\_\_\_

Date of advertisement of Passage of By-law: \_\_\_\_\_

Effective Date of By-law: \_\_\_\_\_

I certify that this Regional Emergency Management By-law -- was adopted by Council and published as indicated above.

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Date

THIS INTERMUNICIPAL SERVICES AGREEMENT made in this 1 day of September 2024.

BETWEEN:

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

(hereafter "Barrington")

- and -

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

(hereafter "District of Shelburne")

- and -

TOWN OF SHELBURNE, a body corporate pursuant to section 8 of the *Municipal Government Act, S.N.S., 1998 c. 18*

(hereafter "Town of Shelburne")

- and -

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

(hereafter "Lockeport")

- and -

TOWN OF CLARK'S HARBOUR, a body corporate pursuant to section 8 of the *Municipal Government Act, S.N.S., 1998 c. 18*

(hereafter "Clark's Harbour")

(collectively, the "parties hereto")

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

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

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

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

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

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

#### **DEFINITIONS**

**1. In this Agreement:**

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

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

#### EFFECT

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

#### DECLARING A STATE OF LOCAL EMERGENCY

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

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

#### LOCAL AND REGIONAL EMERGENCY MANAGEMENT

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

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

#### REMO GOVERNANCE

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

#### PROGRAM ADMINISTRATION

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

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

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

#### REGIONAL EMERGENCY MANAGEMENT COORDINATOR

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

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

#### REGIONAL EMERGENCY PLANNING COMMITTEE

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

#### TERM AND TERMINATION

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

#### WITHDRAWAL

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

#### REMO ACTIVATION

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

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

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

#### REMO OPERATION

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

#### FINANCIAL – REMO OPERATIONS

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

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

#### FINANCIAL – EMERGENCY EVENTS

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

#### INSURANCE

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

#### DISPUTE RESOLUTION

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

#### NOTICE

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

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

Town of Shelburne  
c/o MA  
168 Water Street  
PO Box 670  
Shelburne, NS B0T 1W0

Municipality of the District of Shelburne  
c/o MA  
136 Hammond Street  
PO box 280  
Shelburne, NS B0T 1W0

Town of Lockeport  
c/o Clerk/Treasurer  
26 North Street  
PO Box 189  
Lockeport, NS B0T 1L0

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

#### APPLICABLE LAW

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

#### SEVERABILITY

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

#### WAIVERS AND AMENDMENTS

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

#### RELATIONSHIP OF PARTIES

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

#### FURTHER ASSURANCES

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

**EXECUTION**

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

**TIME**

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

**ENUREMENT AND ASSIGNMENT**

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

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

MUNICIPALITY OF THE DISTRICT OF BARRINGTON

Per:

Witness

Name: *[Signature]*

Name: *[Signature]*

Title: Chief Administrative Officer

MUNICIPALITY OF THE DISTRICT OF SHELBURNE

Per:

Witness

Name: *[Signature]*

Name: *[Signature]*

Title: *[Signature]*

TOWN OF SHELBURNE

Per:

Witness


Name: Jill Webb

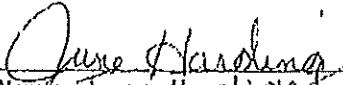
Name: Sarah Mattiatal

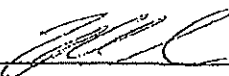
Title: CAO

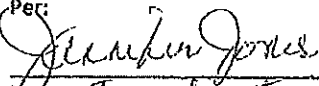
TOWN OF LOCKEPORT

Per:

  
\_\_\_\_\_  
Witness  
Name: Jill Cassib

  
\_\_\_\_\_  
Name: Jane Harding  
Title: TOWN Clerk/Treasurer

  
\_\_\_\_\_  
Witness  
Name: Tyrell Goodwin

**TOWN OF CLARK'S HARBOUR**  
Per:  
  
\_\_\_\_\_  
Name: Jennifer Jones  
Title: Clerk/Treasurer

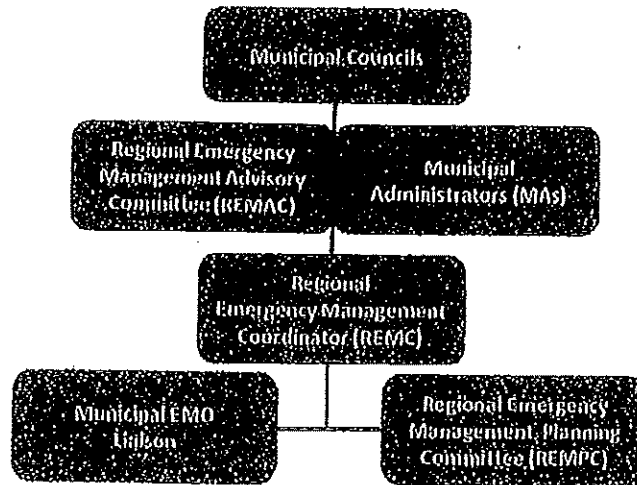
**SCHEDULE A  
TERMS OF REFERENCE  
REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE (REMAC)**

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

Schedule of Meetings

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

Committee Structure



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

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

Meeting Quorum

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

Agenda Items and Minutes

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

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

**Review of  
Terms of  
Reference**

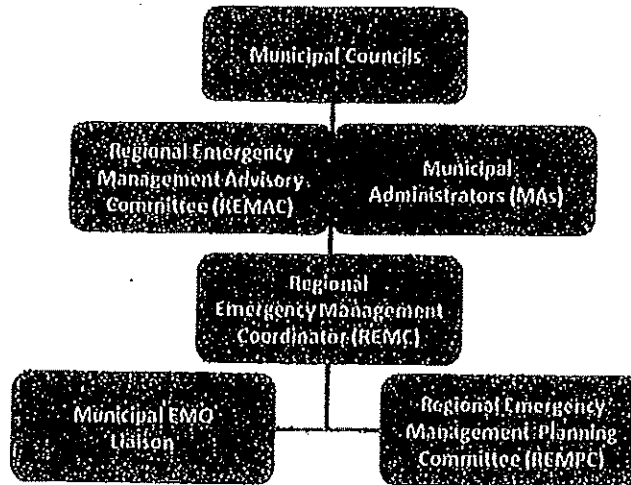
The REMAC Terms of Reference are to be reviewed by the REMAC every two (2) years.

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

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

Mandate	<p>The role of the Regional Emergency Management Planning Committee is to:</p> <ul style="list-style-type: none"><li>◦ provide interactive communication among affected parties and municipal staff on matters of Emergency Management;</li><li>◦ promote education, integration and training as necessary; and</li><li>◦ when needed, include measures to enhance personal preparedness and business continuity, and to advise the Regional Management Advisory Committee (REMAC).</li></ul>
Duties and Responsibilities	<ul style="list-style-type: none"><li>◦ Contribute to the identification of risks arising from emergencies in Shelburne County;</li><li>◦ Provide information and expertise relating to the occurrence and mitigation of potential emergencies in Shelburne County;</li><li>◦ Contribute to the continuous improvement of the Regional Emergency Management Plan (REMP) through monitoring, review and development. (Coordinated by the Shelburne County Regional Emergency Management Coordinator);</li><li>◦ As required, participate in functional sub-committees and work groups to plan for specific emergencies, address issues, and develop and implement projects;</li><li>◦ Support the development of Plans to address emergencies based on existing and emerging hazards;</li><li>◦ Contribute to testing components of the REMP through the development and participation in emergency exercises; and</li><li>◦ Advise the Regional Emergency Management Advisory Committee (REMAC) on development and amendment of Regional Emergency Management Plans</li></ul>
Committee Chair	<p>The Chair of the Shelburne County Regional Emergency Management Planning Committee is the Regional Emergency Management Coordinator (REMC).</p>
Schedule of Meetings	<ul style="list-style-type: none"><li>◦ Four meetings per fiscal year with additional meetings to be scheduled if deemed necessary by the Committee As required for special projects and initiatives.</li><li>◦ After a major emergency or incident that required the use of the REMP, or organizational changes.</li><li>◦ After significant amendments have been made to the REMP through review or legislative changes.</li><li>◦ Upon identification of a new risk or hazard.</li></ul>

**Committee  
Structure and  
Membership**



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

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

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

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

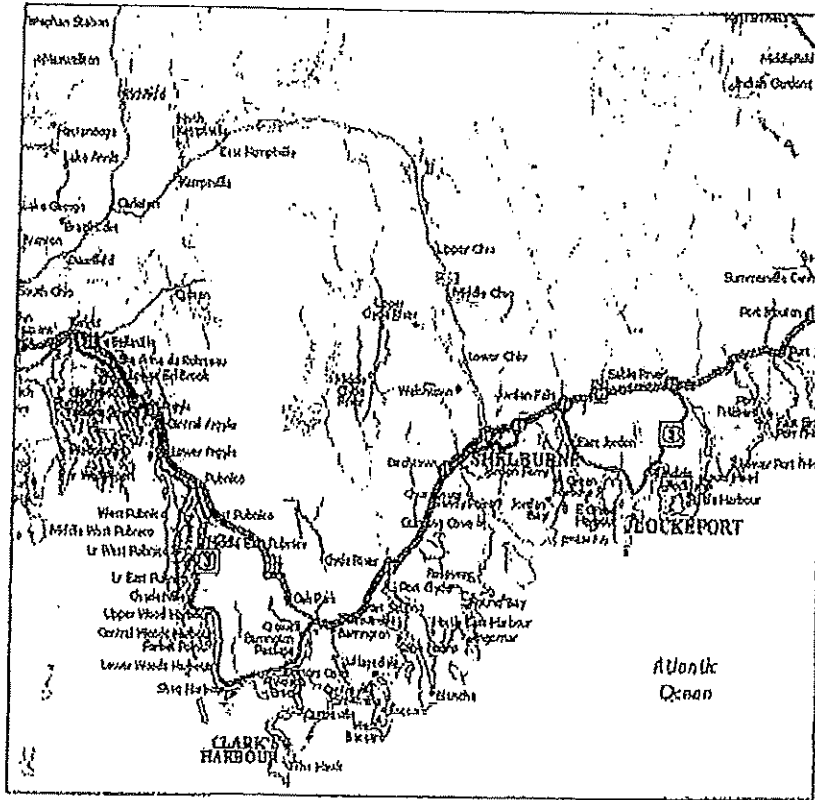
- Provincial agencies

	<ul style="list-style-type: none"><li>◦ Utilities</li><li>◦ Community Groups</li><li>◦ Volunteer Organizations</li><li>◦ Neighbouring Jurisdictions</li><li>◦ Business and Industry</li><li>◦ Mutual aid partners</li></ul>
<b>Meeting Quorum</b>	Meeting Quorum shall be 50% plus 1 of the standing members of the REMPC.
<b>Agenda Items and Minutes</b>	<ul style="list-style-type: none"><li>◦ All Agenda items must be forwarded to the REMPC within ten (10) working days of the next scheduled meeting.</li><li>◦ The Agenda with related documents will be made available to the Committee members five (5) working days prior to the next scheduled meeting.</li><li>◦ The meeting Minutes will be made available within ten (10) working days of the meeting.</li></ul>
<b>Review of Terms of Reference</b>	The REMPC Terms of Reference are to be reviewed by the REMPC every two (2) years.

**SCHEDULE C  
REMO SHARING FORMULA**

Municipal Unit		Barrington	Clark's Harbour	Dist. of Shelburne	Shelburne	Lockeport
REMO Budget	\$46,000.00					
Equal Shares	20.00%	\$1,840.00	\$1,840.00	\$1,840.00	\$1,840.00	\$1,840.00
Population and UA	80.00%	\$16,928.00	\$1,656.00	\$13,248.00	\$3,864.00	\$1,104.00
<b>Total</b>		<b>\$18,768.00</b>	<b>\$3,496.00</b>	<b>\$15,088.00</b>	<b>\$5,704.00</b>	<b>\$2,944.00</b>
Unit % of Total		41%	8%	33%	12%	6%
Related Data		UA	UA %	Pop	Pop %	Combined %
Barrington		\$467,351,546.00	44%	6,523	48%	46%
Town. of Shelburne		\$95,464,617.00	9%	1,644	12%	10.5%
Dist. of Shelburne		\$429,641,989.00	40%	4,336	32%	36%
Lockeport		\$34,328,357.00	3%	476	3%	3%
Clark's Harbour		\$40,266,656.00	4%	725	5%	4.5%

ANNEX A  
SHELBURNE COUNTY MAP



Document #	
D26-078	
Rec'd by	
JD	
Date	
Apr. 22/26	
COPIES TO:	
Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>
	<input type="checkbox"/>

Town of Shelburne

**DRAFT 2**

**REVENUE**

	25-26 BUDGET	25-26 PROJECTED	26-27 BUDGET
<b>GENERAL OPERATING REVENUES</b>			
<b>TAXES</b>			
<b>ASSESSABLE PROPERTY</b>			
RESIDENTIAL	\$2,063,349	\$2,060,678	\$2,191,511
COMMERCIAL	\$910,666	\$909,127	\$910,335
RESOURCE	\$35,215	\$35,215	\$35,133
FOREST PROP TAX(LESS 50,000AC)	\$3	\$3	\$3
	<u>\$3,009,233</u>	<u>\$3,005,023</u>	<u>\$3,136,982</u>
<b>BUSINESS PROPERTY</b>			
BELL ALIANT	\$10,975	\$10,975	\$10,975
	<u>\$10,975</u>	<u>\$10,975</u>	<u>\$10,975</u>
<b>OTHER TAXES</b>			
DEED TRANSFER TAX	\$130,000	\$90,000	\$90,000
	<u>\$130,000</u>	<u>\$90,000</u>	<u>\$90,000</u>
	<u>\$3,150,208</u>	<u>\$3,105,998</u>	<u>\$3,237,957</u>
<b>GRANTS IN LIEU OF TAXES</b>			
GRANTS IN LIEU - FEDERAL	\$11,720	\$12,007	\$12,510
	<u>\$11,720</u>	<u>\$12,007</u>	<u>\$12,510</u>
<b>PROVINCIAL GOVERNMENT</b>			
GRANTS IN LIEU - PROVINCIAL	\$3,972	\$3,972	\$4,243
FIRE PROTECTION	\$523	\$523	\$581
	<u>\$4,495</u>	<u>\$4,495</u>	<u>\$4,824</u>
	<u>\$16,215</u>	<u>\$16,502</u>	<u>\$17,334</u>
<b>SALE OF SERVICES</b>			
<b>PROTECTIVE SERVICES</b>			
FIRE PROTECTION - MDS	\$121,358	\$121,358	\$128,160
	<u>\$121,358</u>	<u>\$121,358</u>	<u>\$128,160</u>
<b>ENVIRONMENTAL HEALTH SERVICES</b>			
WASTEWATER CHARGE	\$438,080	\$438,416	\$516,514
SOLID WASTE CHARGE	\$350,410	\$351,111	\$248,105
WASTEWATER CONNECTIONS	\$3,000	\$1,800	\$3,000
	<u>\$791,490</u>	<u>\$791,327</u>	<u>\$767,619</u>
	<u>\$912,848</u>	<u>\$912,685</u>	<u>\$895,779</u>
<b>OTHER REVENUE FROM OWN SOURCES</b>			
<b>LICENSES &amp; PERMITS</b>			
VENDOR PERMITS	\$1,000	\$1,000	\$1,000
ZONING/COMFORT LETTERS	\$100	\$500	\$500
DEVELOPMENT PERMITS	\$1,500	\$450	\$1,500
	<u>\$2,600</u>	<u>\$1,950</u>	<u>\$3,000</u>
<b>FINES</b>			
TRAFFIC VIOLATIONS-COURT FINES	\$5,000	\$5,000	\$5,000
ANIMAL FINES			\$500
TRAFFIC VIOLATION -PARKING	\$500	\$0	\$1,000
	<u>\$5,500</u>	<u>\$5,000</u>	<u>\$6,500</u>
<b>RENTALS</b>			
PROPERTIES	\$200		\$200
13 GEORGE ST	\$7,901	\$7,901	\$7,901
GOC BUILDING	\$60,000	\$60,000	\$60,000
KING STREET CENTRE	\$12,595	\$12,678	\$12,678
GUILD HALL	\$0		\$0
	<u>\$80,696</u>	<u>\$80,579</u>	<u>\$80,779</u>
<b>FIRE STN./COMM CTR. (RENTAL)</b>			
AUDITORIUM	\$1,000	\$1,000	\$1,000
	<u>\$1,000</u>	<u>\$1,000</u>	<u>\$1,000</u>
<b>RETURN ON INVESTMENT</b>			
BANK INTEREST ON CURRENT ACCT	\$32,000	\$15,000	\$10,000
	<u>\$32,000</u>	<u>\$15,000</u>	<u>\$10,000</u>
<b>PENALTIES &amp; INTEREST ON TAXES</b>			
INTEREST	\$33,000	\$33,000	\$34,000
	<u>\$33,000</u>	<u>\$33,000</u>	<u>\$34,000</u>

MISCELLANEOUS			
	25-26 BUDGET	25-26 BUDGET	26-27 BUDGET
OTHER REVENUE	\$116,370	\$124,000	\$112,000
	\$116,370	\$124,000	\$112,000
	\$271,166	\$260,529	\$247,279
<b>UNCONDITIONAL TRANS FRM GOVTS</b>			
<b>PROVINCIAL GOVERNMENT</b>			
CAPACITY GRANT	\$359,645	\$359,645	\$359,645
HST OFFSET	\$9,000	\$8,345	\$9,000
PROV FUEL TAX REFUND	\$2,000	\$1,832	\$1,800
	\$370,645	\$369,822	\$370,445
	\$370,645	\$369,822	\$370,445
<b>COND. TRANS. FR. FED &amp; PROV GT</b>			
<b>FEDERAL GOVERNMENT</b>			
JOB GRANTS			
COVID SAFE RESTART GRANT	\$0	\$0	\$6,000
	\$0	\$0	\$6,000
<b>PROVINCIAL GOVERNMENT</b>			
WATER VOUCHER PROGRAM		\$2,075	\$0
EMO (CIVIC ADDRESSING)	\$1,000	\$1,000	\$1,000
	\$1,000	\$3,075	\$1,000
<b>COND. TRNSFRS-OTH LOCAL GOVTS</b>			
MDS - FUNDING	\$5,000	\$6,600	\$5,000
TOL - TOURISM & EVENTS	\$5,000	\$6,600	\$5,000
TOTAL CONDITIONAL TRANSF FROM GOVT	\$6,000	\$7,600	\$12,000
<b>OTHER TRANSFERS</b>			
TRANS FROM OTHER FUNDS (OWN RES)	\$404,526	\$364,292	\$119,055
	\$404,526	\$364,292	\$119,055
<b>TOTAL REVENUE</b>	<b>\$5,131,608</b>	<b>\$5,037,428</b>	<b>\$4,899,849</b>

EXPENSES	25-26 BUDGET	25-26 BUDGET	26-27 BUDGET
<b>GENERAL GOVERNMENT SERVICES</b>			
<b>LEGISLATIVE</b>			
<b>MAYOR</b>			
STIPEND	\$23,997	\$23,997	\$24,500
CPP/MEDICAL	\$1,220	\$1,220	\$1,250
TRAVEL & EXPENSES	\$2,750	\$1,750	\$2,500
	<u>\$27,967</u>	<u>\$26,967</u>	<u>\$28,250</u>
<b>COUNCIL</b>			
STIPEND	\$59,991	\$59,991	\$61,250
CPP/MEDICAL	\$6,900	\$7,485	\$7,150
TRAVEL & EXPENSES	\$6,750	\$5,500	\$3,000
	<u>\$73,641</u>	<u>\$72,976</u>	<u>\$71,400</u>
<b>COMMITTEE EXPENSE</b>			
COUNCIL INITIATIVE EXPENSE	\$1,000	\$2,100	\$2,000
OTHER COMMITTEE EXPENSE	\$750	\$250	\$500
	<u>\$1,750</u>	<u>\$2,350</u>	<u>\$2,500</u>
<b>OTHER LEGISLATIVE</b>			
ELECTIONS, PLEBISCITES	\$0	\$0	\$0
NSFM DUES	\$3,400	\$3,400	\$3,470
	<u>\$3,400</u>	<u>\$3,400</u>	<u>\$3,470</u>
<b>LEGISLATIVE TOTAL</b>	<u><b>\$106,758</b></u>	<u><b>\$105,693</b></u>	<u><b>\$105,620</b></u>
<b>ADMINISTRATION &amp; FINANCE</b>			
<b>CAO</b>			
CAO	\$103,000	\$106,505	\$106,180
CAO EXPENSES	\$5,000	\$5,000	\$5,000
EXECUTIVE CO-ORD	\$49,100	\$53,160	\$51,720
	<u>\$157,100</u>	<u>\$164,665</u>	<u>\$162,900</u>
<b>ADMINISTRATION</b>			
HR MNGR/ADMIN	\$40,205	\$47,000	\$51,660
OFFICE STAFF - CASUAL	\$0	\$0	\$0
CSR/ADMIN	\$39,505	\$40,830	\$40,550
RECORDS MANAGEMENT/AM	\$0	\$0	\$0
	<u>\$79,710</u>	<u>\$87,830</u>	<u>\$92,210</u>
<b>FINANCE</b>			
FINANCE MANAGER	\$80,000	\$82,700	\$55,190
DIRECTOR CORPORATE SERVICES	\$41,600		\$0
FINANCE MANAGER IN TRAINING	\$63,700	\$40,830	\$73,945
FINANCE OFFICER LEVEL TWO	\$0	\$57,590	\$51,545
FINANCE OFFICER LEVEL ONE	\$41,340	\$19,800	\$23,250
	<u>\$226,640</u>	<u>\$200,920</u>	<u>\$203,930</u>
<b>BENEFITS</b>			
EMPLOYER EI, CPP	\$33,560	\$33,500	\$35,320
EMPLOYER TOWN PENSION	\$27,000	\$26,500	\$29,820
EMPLOYER HEALTH PLAN	\$28,550	\$27,310	\$30,905
WORKERS COMPENSATION	\$14,920	\$14,800	\$14,375
SALARY ADMIN REVIEW	\$3,234	\$2,000	\$3,500
SICK LEAVE EXPENSE	\$3,000	\$3,000	\$3,000
VACATION PAY EXPENSE	\$3,000	\$3,000	\$3,000
	<u>\$113,264</u>	<u>\$110,110</u>	<u>\$119,920</u>
<b>TRAINING</b>			
STAFF EXPENSES	\$1,500	\$920	\$1,500
STAFF TRAINING	\$4,000	\$3,800	\$3,103
	<u>\$5,500</u>	<u>\$4,720</u>	<u>\$4,603</u>
<b>TOWN HALL EXPENSE</b>			
162 MOWATT ST - TOWN HALL/CAN POST	\$118,393		\$0
COUNCIL CHAMBERS - 63 KING ST			\$3,000
162 MOWATT ST - MAINTENANCE & REPAIRS	\$0	\$12,000	\$12,300
162 MOWATT ST - LIGHT & FUEL	\$0	\$13,600	\$14,400
162 MOWATT ST - WATER & INSURANCE	\$0	\$7,800	\$8,000
162 MOWATT ST - JANITORIAL WAGES	\$0	\$26,000	\$26,500
	<u>\$118,393</u>	<u>\$59,400</u>	<u>\$64,200</u>
<b>GENERAL GOV'T SERVICES</b>			

ASSESSMENT CST RECOVERY	\$27,190	\$27,189	\$29,152
GRANTS TO ORGANIZATIONS	\$65,984	\$76,084	\$82,789
	<u>\$93,174</u>	<u>\$103,273</u>	<u>\$111,941</u>

	25-26 BUDGET	25-26 BUDGET	26-27 BUDGET
<b>ADMINISTRATION EXPENSE</b>			
LEGAL SERVICES	<u>\$30,500</u>	<u>\$22,000</u>	<u>\$35,000</u>
LEGAL - HUMAN RIGHTS COMMISSION			\$0
AUDIT SERVICES	\$27,000	\$27,000	\$28,615
IT-SOFTWARE LICENSES/SUPPORT/SECURITY	\$26,900	\$26,700	\$27,650
OFFICE SUPPLIES	\$11,500	\$12,000	\$12,000
TELEPHONE/INTERNET	\$8,400	\$7,500	\$8,520
ADVERTISING	\$7,500	\$3,650	\$3,000
OFFICE EQUIPMENT	<u>\$15,000</u>	<u>\$12,500</u>	<u>\$13,300</u>
	<u>\$126,800</u>	<u>\$111,350</u>	<u>\$128,085</u>
<b>OTHER ADMINISTRATION EXPENSE</b>			
LIABILITY/CRIME/RNTL/ COMP DATA INSURA	\$70,000	\$64,424	\$67,650
OTHER GENERAL ADMIN SERVICES	\$13,500	\$16,500	\$12,411
MERCHANDISE	\$500	\$500	\$500
ASSET MANAGEMENT INITIATIVES	\$2,000		\$0
ADEI CO-ORDINATOR	<u>\$1,000</u>		<u>\$0</u>
	<u>\$87,000</u>	<u>\$81,424</u>	<u>\$80,561</u>
<b>ADMIN &amp; FINANCE TOTAL</b>	<u>\$889,188</u>	<u>\$923,692</u>	<u>\$968,350</u>
<b>DEBT CHARGES</b>			
<b>INTEREST ON LTD</b>			
DEBENTURE INTEREST	\$1,299	\$1,299	\$504
TERM LOAN INTEREST(O/D)	\$0		\$0
OTH DEBT CHRGS-BNK S/C,ETC	<u>\$10,300</u>	<u>\$11,100</u>	<u>\$10,500</u>
<b>DEBT CHARGES TOTAL</b>	<u>\$11,599</u>	<u>\$12,399</u>	<u>\$11,004</u>
<b>TOTAL GENERAL GOVERNMENT SERVICES</b>	<u>\$1,007,545</u>	<u>\$1,041,784</u>	<u>\$1,084,974</u>

## PROTECTIVE SERVICES

<b>POLICE PROTECTION</b>			
DEPT. OF JUSTICE (RCMP SERV.)	<u>\$878,638</u>	<u>\$884,210</u>	<u>\$914,575</u>
	<u>\$878,638</u>	<u>\$884,210</u>	<u>\$914,575</u>
<b>OTHER PROTECTIVE SERVICES</b>			
EMERGENCY MEASURES	<u>\$6,700</u>	<u>\$6,954</u>	<u>\$4,860</u>
	<u>\$6,700</u>	<u>\$6,954</u>	<u>\$4,860</u>
	<u>\$885,338</u>	<u>\$891,164</u>	<u>\$919,435</u>
<b>BY-LAW ENFORCEMENT</b>			
OTHER-BY-LAW ENFORCEMENT OFFIC	\$22,599	\$21,600	\$23,170
EMPLR (EI/ CPP)	\$1,700	\$1,700	\$1,700
EMPLR(PENSION)	\$1,585	\$1,450	\$1,625
EMPLR(MEDICAL)	\$4,055	\$2,650	\$2,310
EMPLR (W/C)	\$790	\$790	\$740
BY LAW OFFICER EXPENSE	\$2,500	\$1,100	\$2,500
OTHER-BY LAW EXP	<u>\$850</u>	<u>\$530</u>	<u>\$500</u>
	<u>\$34,079</u>	<u>\$29,820</u>	<u>\$32,545</u>
<b>FIRE PROTECTION</b>			
ADM - WORKER'S COMPENSATION	\$6,700	\$5,343	\$6,700
FIRE (VOL FORCE ALLOWANCE)	\$5,300	\$4,800	\$5,300
SVFD-BUNKER GEAR,SBCA, ETC	\$25,000	\$25,000	\$25,000
FIRE ALARM SYSTEMS-DISPATCH	\$3,300	\$3,120	\$3,450
WATER SUPPLY AND HYDRANTS	\$83,566	\$83,566	\$83,566
WATER SUPP & HYDTS-FIRE WELLS	\$100	\$0	\$100
TRAINING	\$12,000	\$2,000	\$5,000
OTHER - SUPPLIES,MEALS,ETC	\$0	\$450	\$500
FIRE STATION AND BUILDINGS	\$32,500	\$31,500	\$33,850
FIRE STN- WATER, INS	\$17,950	\$17,450	\$17,850
MAINTENANCE OF EQUIPMENT	\$10,000	\$10,000	\$16,000
MAINTENANCE OF TRUCKS-INC FUEL	\$38,000	\$39,000	\$47,000
MTC/INS OF BOATS-INC FUEL	\$1,500	\$5,000	\$1,500
MTC/INS OF ATV-INC FUEL	\$600	\$800	\$1,500
MTC/INS OF LAFRANCE	\$500	\$500	\$800

COMMUNICATION EQUIP-TRK RADIO	\$4,000	\$7,100	\$5,000
TRUCK & EQUIPMENT INSURANCE	\$16,700	\$14,120	\$15,000
	<u>\$257,716</u>	<u>\$249,749</u>	<u>\$268,116</u>
	<b>25-26 BUDGET</b>	<b>25-26 BUDGET</b>	<b>26-27 BUDGET</b>
<b>SHARED SERVICES</b>			
FIRE INSPECTION	\$15,007	\$15,007	\$16,303
BLDG INSP-SHARED SERVICES	\$63,303	\$63,303	\$49,622
	<u>\$78,310</u>	<u>\$78,310</u>	<u>\$65,925</u>
<b>DEBT CHARGES</b>			
OTH DEBT CHRGS-LATE FEES,ETC	\$0	\$0	\$0
DEBENTURE INTEREST	\$1,680	\$1,680	\$1,207
	<u>\$1,680</u>	<u>\$1,680</u>	<u>\$1,207</u>
<b>TOTAL PROTECTIVE SERVICES</b>	<u>\$1,257,123</u>	<u>\$1,250,723</u>	<u>\$1,287,228</u>
<b>PUBLIC WORKS</b>			
<b>OPERATIONS</b>			
<b>WAGES &amp; BENEFITS</b>			
WORKER'S COMPENSATION	\$10,528	\$9,600	\$9,136
EMPLOYER(EI/CPP)	\$25,500	\$21,900	\$22,095
EMPLOYER(PENSION)	\$14,354	\$11,300	\$11,570
EMPLOYER(MEDICAL)	\$18,911	\$15,500	\$16,800
LABOUR	\$313,053	\$280,000	\$276,736
TRAINING	\$3,000	\$520	\$3,000
	<u>\$385,346</u>	<u>\$338,820</u>	<u>\$339,337</u>
<b>OTHER</b>			
MEMBERSHIPS	\$400	\$400	\$400
CELL PHONES - PUBLIC WORKS	\$2,300	\$1,900	\$2,730
OTHER-OFF.SUPP,PSTG,ADS,ETC	\$300	\$50	\$200
	<u>\$3,000</u>	<u>\$2,350</u>	<u>\$3,330</u>
<b>TOTAL OPERATIONS</b>	<u>\$388,346</u>	<u>\$341,170</u>	<u>\$342,667</u>
<b>GENERAL EQUIPMENT</b>			
FUELS	\$17,000	\$19,000	\$22,000
INSURANCE-TRUCKS,LDR,ETC	\$10,308	\$12,724	\$13,400
COMMERCIAL CARRIER FEE	\$66	\$66	\$66
SUPPLIES, SMALL TOOLS	\$5,000	\$4,500	\$5,000
	<u>\$32,374</u>	<u>\$36,290</u>	<u>\$40,466</u>
<b>EQUIPMENT MTC</b>			
MAINTENANCE OF LOADER	\$3,000	\$7,930	\$3,000
MAINTENANCE 2006 YELLOW 5 TN		\$1,440	\$3,000
MAINTENANCE OF BACKHOE	\$4,500	\$4,500	\$4,500
MTC- '15 KIOTI TRACTOR	\$2,000	\$2,400	\$2,000
MTCE 3 TON-2011	\$5,000	\$5,400	\$5,000
'99 5 TON WHITE TRUCK	\$5,000	\$3,050	\$4,000
2011 1/2 TON TRUCK (BLUE)	\$2,000	\$3,000	\$2,000
MTC-1 TN TRK-DODGE'09	\$3,000	\$2,000	\$3,000
MTC 1/2 TN 2018 DODGE RAM	\$1,000	\$1,450	\$1,000
MTC OF '04 SKIDSTEER	\$3,000	\$3,000	\$3,000
MAINTENANCE OF SMALL EQUIP	\$2,200	\$700	\$2,000
MTCE SNW REMVL EQUIP	\$5,000	\$5,000	\$9,000
	<u>\$35,700</u>	<u>\$39,870</u>	<u>\$41,500</u>
<b>TOTAL EQUIPMENT</b>	<u>\$68,074</u>	<u>\$76,160</u>	<u>\$81,966</u>
<b>BUILDINGS</b>			
P/W BUILDING & YARD	\$9,000	\$10,400	\$11,350
P/W BLDG - WATER/INSURANCE	\$2,860	\$2,800	\$3,000
SALT & SAND STORAGE BUILDING	\$2,370	\$2,700	\$2,900
	<u>\$14,230</u>	<u>\$15,900</u>	<u>\$17,250</u>
<b>ROADS AND STREETS</b>			
TREE MTC	\$7,000	\$7,000	\$7,000
SNOW & ICE REMOVAL-inc LABOUR	\$25,000	\$40,000	\$40,000
STORM SEWERS(inc LBR)	\$8,000	\$4,000	\$7,000
STORM WATER MANGMNT(CULVERTS)	\$1,000	\$0	\$0
COLD PATCH	\$4,000	\$4,000	\$3,000
SALT/SAND	\$40,000	\$40,000	\$40,000
GRAVEL	\$2,000		\$2,000
STREET LIGHTING	\$19,425	\$17,500	\$20,260

	\$106,425	\$112,500	\$119,260
	25-26 BUDGET	25-26 BUDGET	25-26 BUDGET
<b>OTHER ROADS &amp; STREETS</b>			
ROAD ALLOWANCES-PATCHING	\$10,000	\$0	\$0
GRADING STREETS & RDS	\$1,500	\$0	\$1,500
SIDEWALK REPAIRS	\$1,000	\$415	\$6,000
STREET SIGNS	\$1,500	\$0	\$1,500
TRAFFIC LANE MARKING	\$15,500	\$15,300	\$16,100
OTHER - ROADS & STREETS	\$4,000	\$2,700	\$5,000
DOCK STREET FLOWERS	<u>\$3,000</u>	<u>\$2,900</u>	<u>\$3,000</u>
	\$36,500	\$21,315	\$33,100
<b>PARKS &amp; FACILITIES</b>			
RECREATION COMPLEX	\$5,000	\$1,500	\$1,500
COMPLEX LIGHTS	\$260	\$260	\$260
GEORGE/PARR STREET PLAYGROUND	\$500	\$0	\$1,500
GENERAL PARK EXPENSE	\$4,000	\$3,200	\$4,000
GRAHAM'S SPLASH PARK	<u>\$18,140</u>	<u>\$16,005</u>	<u>\$22,100</u>
TRAILS	<u>\$500</u>	<u>\$2,560</u>	<u>\$500</u>
	\$28,400	\$23,525	\$29,860
<b>DEBT CHARGES</b>			
OTH DEBT CHRGS-LATE FEES	\$0	\$0	\$0
DEBENTURE INTEREST	<u>\$2,765</u>	<u>\$2,765</u>	<u>\$1,399</u>
	\$2,765	\$2,765	\$1,399
<b>TOTAL TRANSPORTATION SERVICES</b>	<u>\$644,740</u>	<u>\$593,335</u>	<u>\$625,502</u>
<b>WASTEWATER &amp; SOLID WASTE</b>			
<b>WAGES &amp; BENEFITS</b>			
ADMINISTRATION (W/C)	\$2,958	\$2,965	\$2,750
WASTEWATER PLANT OPERATORS	\$88,002	\$80,000	\$88,911
ODRC-OVERALL DIRECT RESPONSIBLE CH	\$5,800	\$5,400	\$5,800
WASTEWATER PLNT OPER-EXPENSES	\$2,000	\$600	\$2,000
PROF DEV(COURSES)	\$2,000	\$1,000	\$2,000
EMPLOYER(EI/CPP)	\$6,595	\$6,900	\$6,655
EMPLOYER(PENSION)	\$5,950	\$5,440	\$6,015
EMPLOYER(MEDICAL)	<u>\$5,300</u>	<u>\$3,450</u>	<u>\$3,635</u>
	\$118,605	\$105,755	\$117,766
<b>OTHER WASTEWATER</b>			
STORMWATER INFILTRATION STUDY	\$0	\$0	\$0
OFF SUPP, PSTG, ETC	<u>\$300</u>	<u>\$600</u>	<u>\$350</u>
	\$300	\$600	\$350
<b>VEHICLE EXPENSE</b>			
TRUCK, VAN & TRLR EXPENSE	\$4,900	\$3,600	\$4,000
TRUCK, VAN & TRLR INS	<u>\$780</u>	<u>\$1,144</u>	<u>\$1,200</u>
	\$5,680	\$4,744	\$5,200
<b>LIFT STATIONS</b>			
WASTEWATER LIFT STNS-POWER	\$30,000	\$25,000	\$30,000
WSTWATER LIFT STNS(MTCE & REPRS)	<u>\$36,315</u>	<u>\$39,000</u>	<u>\$42,000</u>
	\$66,315	\$64,000	\$72,000
<b>TREATMENT PLANT</b>			
WSTWATER TREATMENT & PLANT-MTCE	\$96,000	\$50,000	\$120,000
WSTWATER TREATMENT PLANT-POWER	\$70,000	\$70,000	\$72,000
WSTWATER TRTMNT PLNT-WTR/INS	\$28,700	\$35,346	\$26,400
WATER TESTING	\$7,000	\$4,700	\$5,000
CHEMICALS & ADDITIVES	\$8,700	\$8,700	\$10,000
STORAGE BUILDING- INC POWER	<u>\$1,000</u>	<u>\$500</u>	<u>\$1,000</u>
	\$211,400	\$169,246	\$234,400
<b>MTC OF LINES</b>			
MTCE OF LINE -PARTS & CONTRACTORS	\$3,000	\$500	\$3,000
MTCE OF LINES - LABOUR	<u>\$10,000</u>	<u>\$8,000</u>	<u>\$10,000</u>
	\$13,000	\$8,500	\$13,000
<b>DEBT CHARGES</b>			
OTH DEBT CHARGES-LATE FEES	\$0	\$0	\$0
TERM LOAN INTEREST (INC O/D)	\$0	\$0	\$25,000
DEBENTURE INTEREST	<u>\$22,779</u>	<u>\$22,779</u>	<u>\$21,448</u>
	\$22,779	\$22,779	\$46,448

TOTAL WASTEWATER	<u>\$415,300</u>	<u>\$352,845</u>	<u>\$489,164</u>
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## WASTE COLLECTION

### SOLID WASTE

TCA - LANDFILL PROJECT (PHS 1)	<u>\$82,958</u>	<u>\$47,195</u>	<u>\$35,765</u>
GARBAGE BINS/DOG WASTE STATIONS	\$525	\$271	\$300
	\$83,483	\$47,466	\$36,065
COMPOST			
COMPOST BINS-GREEN CARTS	\$2,500	\$2,500	\$2,500
TOTAL OTHER WASTE COLLECTION	<u>\$85,983</u>	<u>\$49,966</u>	<u>\$38,565</u>

25-26 BUDGET	25-26 BUDGET	26-27 BUDGET
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### SHARED SERVICES

SHARED SERV-GARBAGE & REG QUEENS	<u>\$350,410</u>	<u>\$350,410</u>	<u>\$248,105</u>
TOTAL WASTE COLLECTION	<u>\$350,410</u>	<u>\$350,410</u>	<u>\$248,105</u>
TOTAL WASTEWATER & SOLID WASTE	<u>\$874,472</u>	<u>\$776,000</u>	<u>\$775,834</u>

## COMMUNITY/ECONOMIC DEVELOPMENT

### PUBLIC HEALTH/WELFARE SERVICES

MDS - MPAL PROGRAM	\$10,000	\$10,000	\$10,000
CEMETERY	\$0	\$0	\$0
	<u>\$10,000</u>	<u>\$10,000</u>	<u>\$10,000</u>

### PLANNING & INSPECTION

SENIOR PLANNER	\$74,620	\$76,000	\$82,000
SENIOR PLANNER - BENEFITS	\$17,950	\$12,050	\$13,650
PLANNING - EXPENSES	\$4,100	\$3,912	<u>\$3,500</u>
SHARED SERVICES - DEVELOPMENT OFF	\$3,000	\$500	\$500
OTH PROFESSIONAL SERV(ENG,GIS,ETC)	\$53,100	\$65,000	\$35,627
COSTAL COMMUNITIES PROGRAM	<u>\$9,450</u>	<u>\$14,000</u>	<u>\$10,830</u>
	<u>\$162,220</u>	<u>\$171,462</u>	<u>\$146,107</u>

### ECONOMIC DEVELOPMENT

PORT PROJECT	\$0	\$0	\$0
	\$0	\$0	\$0

### TOURISM & EVENTS

TOUR. & MARKETING			
MARKETNG & PROMO	\$2,233	\$2,233	\$0
TOUR & MARKETING- EVENT SIGNS	\$2,500	\$2,000	\$2,550
CHRISTMAS DECORATIONS	\$0	\$0	\$0
EVENTS- SPONSORSHIP	\$0	\$400	\$0
VIC - MAINTENANCE	\$500	\$0	\$500
VIC - INSURANCE	\$470	\$465	\$500
VIC - OPERATIONS	<u>\$2,150</u>	<u>\$1,780</u>	<u>\$1,000</u>
GUILD HALL - PROGRAMMING	<u>\$5,000</u>	<u>\$5,600</u>	<u>\$5,600</u>
PUBLIC ART Mtc	\$0	\$0	\$0
SOUTH SHORE TOURISM TEAM	<u>\$950</u>	<u>\$828</u>	<u>\$900</u>
	<u>\$13,803</u>	<u>\$13,306</u>	<u>\$11,050</u>
TOTAL COMMUNITY & ECONOMIC DEV	<u>\$186,023</u>	<u>\$194,768</u>	<u>\$167,157</u>

## FACILITIES MANAGEMENT

### BLDGS & FACILITIES

GOC BUILDING	\$0	\$58,200	<u>\$64,800</u>
COMM CTR-OPER,MTC & REPAIR	\$34,700	\$31,500	\$37,950
COMM CTR-JAN,WTR,INS	\$26,406	\$25,850	\$55,590
LITTLE PEOPLES-DAY CARE	\$0	\$0	\$0

KING ST CTR.(OPER,MTC,REPRS)	\$21,150	\$27,800	\$29,400
KING ST CTR.(WTR & INS)	\$8,820	\$9,900	\$10,200
COX SHIPYARD COMPLEX	\$9,225	\$18,000	\$9,500
13 GEORGE	\$7,100	\$7,000	\$8,750
MACKAY MEM LIBRARY-OPER EXP	\$10,600	\$9,700	\$10,400
LIBRARY JANITORS WAGES	\$9,520	\$10,635	\$21,600
GUILD HALL-MTC & OPERATIONS	\$3,985	\$3,770	\$4,700
DOCK ST- PUBLIC WASHROOMS	\$6,200	\$5,564	\$9,800
TCA-	\$0		\$0
	\$137,706	\$207,919	\$262,690
<b>DEBT CHARGES</b>			
DEBENTURE INTEREST (CED)	\$89	\$89	\$46
DEBENTURE INTEREST (REC & CULTURAL)	\$6,860	\$6,860	\$5,265
	\$6,949	\$6,949	\$5,311
<b>TOTAL FACILITIES MANAGEMENT</b>	<b>\$144,655</b>	<b>\$214,868</b>	<b>\$268,001</b>

25-26 BUDGET

25-26 BUDGET

26-27 BUDGET

## FISCAL SERVICES

### FINANCING/DEBT CHARGES

DEBENTURE PRINCIPAL	\$273,929	\$273,929	\$150,368
	\$273,929	\$273,929	\$150,368

### UNCOLLECTIBLES

UNCOLLECTABLE TAXES	\$5,000	\$5,000	\$5,000
DEFICIT - PREVIOUS YEARS			
	\$5,000	\$5,000	\$5,000

### RESERVE TRANSFERS

CAPITAL RESERVE	\$80,000	\$80,000	\$41,250
OPERATING RESERVE	\$65,083	\$65,083	\$0
	\$145,083	\$145,083	\$41,250

### APPROPRIATIONS-RED TX REV

REG SCHOOL BRD	\$377,024	\$377,024	\$395,768
REG LIBRARY	\$13,400	\$13,400	\$13,400
DEPT. OF JUSTICE (PROS. FEES)	\$4,000	\$4,000	\$4,000
	\$394,424	\$394,424	\$413,168

### TAXATION EXEMPTIONS

LOW INCOME TAX EXEMPTION	\$22,000	\$20,000	\$20,000
TAX EXEMPTIONS	\$42,331	\$42,331	\$46,900
CDDIP(COMM DEV DIST IMP PRGRM)	\$15,890	\$15,890	\$14,467
	\$80,221	\$78,221	\$81,367
<b>TOTAL FISCAL SERVICES</b>	<b>\$898,657</b>	<b>\$896,657</b>	<b>\$691,153</b>

<b>TOTAL EXPENSE</b>	<b>\$5,131,608</b>	<b>\$4,968,135</b>	<b>\$4,899,849</b>
	\$0	\$69,293	\$0

<b>TOTAL REVENUE</b>	<b>\$5,131,608</b>	<b>\$5,037,428</b>	<b>\$4,899,849</b>
<b>LESS TOTAL EXPENSE</b>	<b>\$5,131,608</b>	<b>\$4,968,135</b>	<b>\$4,899,849</b>
<b>PROFIT/(DEFICIT)</b>	<b>\$0</b>	<b>\$69,293</b>	<b>\$0</b>



# COUNCIL REPORT - FOR DECISION

Document #	D26-079
Rec'd by	JD
Date	Apr. 28/26
<b>COPIES TO:</b>	
Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>

**Subject:** Fire Department Training Facility II  
**Date:** April 28<sup>th</sup>, 2026  
**Authority:** NA  
**Council Dates:** May 4<sup>th</sup>, 2026  
**Prepared by:** Mike Kahn, Director of Planning and Development Services

## Background

The Town’s Fire Department is seeking a space to us for training fire fighters. Previously, the Fire Department was using a site on private land in the Municipality of the District of Shelburne for training exercises. The landowner has since expressed reservations about training on the site.

It has been proposed to use of the Salt Shed, located at 17 Rose Island Lane, adjacent to the Wastewater Treatment Plant, as a training facility. Staff toured the site on July 15 and November 10 to discuss the potential use of the site for fire fighter training.

Training would include some exercises involving lighting and extinguishing fires in a contained space, but also low impact exercises involving laying hoses, packing and unpacking gear, and practicing with scrap vehicles.

National Fire Protection Association (NFPA) standards are recognized best-practice guidelines for fire service training and operations. These standards would be followed whenever possible and are used to guide the design, use, and safety considerations of the proposed training facility. The SVFD’s intent is to align with NFPA recommendations to ensure safe, effective, and defensible training practices. Specifically, the NFPA 1403 standards is being considered as a basis for usage of the proposed training site.

On March 2, Council passed a motion:

*THAT Council directs staff to work with the Shelburne Volunteer Fire Department to enable storage of the training equipment at the Salt Shed, and report back to Council by the first meeting in May, on beginning low-impact training activities.*

Staff met with the Fire Department on March 25 to discuss the use of the salt shed area for storage of training material. The main concern early in the season was waiting for the ground to dry enough to enable access. Measurements were taken and the minor brush removal and grading was discussed. No significant action has been taken since that meeting.

## Analysis

The Fire Department needs a training facility to ensure that fire fighters have appropriate training. However, the site selection for a fire fighter training facility has proven difficult given the impacts of training on nearby landowners and the environment.

A number of issues were identified in the previous Council Report and more have been identified since then:

<b>Issue</b>	<b>Proposed Mitigation</b>	<b>Concerns Raised</b>
Odour and smoke impacts from fire	Initially, no fires will be lit until the site is established. Fires will be contained and only burn clean wood Training involving fires will be scheduled for certain times	Previous concerns about smoke from the Salt shed reaching the Hospital air intake Concerns raised as part of Landfill discussion on smoke from old landfill fires and potential mental health impacts
Operations of the Public Works yard	Timing of training will be scheduled/coordinated with public works.	<i>No concerns</i>
Separation from Neighbours for other nuisances (visual, noise)	There will be at least 250 feet of separation from the nearest residence, roughly a third of which is treed.	Concerns about smoke impacting the nearby wastewater plant air intakes (new aeration system)
Ensuring the site is clean and maintaining the site	Regular clean up and joint inspections (Works and Fire Dept)	<i>No concerns</i>
Use of Chemicals/Foam (not previously listed)	No use of chemicals/foam in training	Foam used may impact marine life in the harbour Foam training is needed for certification
Certified Instructor (not previously listed)		A certified instructor is needed to certify firefighters for level one A certified instructor is also a requirement for liability/insurance purposes

Staff are recommending the training material be stored at the salt shed, as the impacts are minimal. However, given the range of risks, staff are concerned that no mitigation of impacts may be sufficient given the location and proximity to other buildings and sensitive land uses.

## Regional Context and Provincial Training

The Municipality of the District of Barrington operates a fire training facility. However, the SVFD does not regularly use the Barrington training facility, as doing so would remove a significant number of members from the area during training, which is not operationally feasible when conducting team training. The only time the SVFD utilize the Barrington facility is during Level 1 training process for the live fire scenarios at a cost of \$1800 for complete level one training, but \$100 for live fire training only.

Other fire departments have expressed interest in a training facility in the Shelburne area.

The Province is also moving toward a regional training model, and while the SVFD supports a regional model conceptually, timelines and details remain uncertain. The Province has not been forthcoming with plans or funding on firefighter training at this time.

## Alternatives and Engagement

No alternative site has been identified, for short term training, or a potential regional site. No formal engagement on a regional site has taken place with the Municipality of the District of Shelburne.

Maintaining communication and engagement with the SVFD is a priority, and there may be benefits to furthering the conversation on training at the salt shed.

## Options

	Pros	Cons
Use Salt Shed area for storage of training material, but do not undertake training at the site, instead working towards a regional training facility.	<ul style="list-style-type: none"><li>• Low cost and low impact</li><li>• Provides clarity on use of salt shed for training</li></ul>	<ul style="list-style-type: none"><li>• Does not provide training for volunteer firefighters in Town</li><li>• Limits conversation on training as no alternative/regional site has been identified</li></ul>
Use Salt Shed area for storage of training material, and engage with the Fire Department further, returning to Council June 1	<ul style="list-style-type: none"><li>• Continues the conversation on training at the salt shed</li></ul>	<ul style="list-style-type: none"><li>• There have been conversations about training at the salt shed for roughly 9 months</li><li>• Does not provide training for volunteer firefighters in Town in the near term</li></ul>

## Recommendation

*THAT* Council directs staff to continue to work with the Shelburne Volunteer Fire Department to enable storage of the training equipment at the Salt Shed, and work towards a regional firefighter training solution.

**OR**

*THAT* Council directs staff to continue to work with the Shelburne Volunteer Fire Department to enable storage of the training equipment at the Salt Shed and discuss the possibility of training at the salt shed, returning to Council with more information for the June 1 meeting of Council.



# COUNCIL REPORT - FOR DECISION

Document #	
D26-080	
Rec'd by	
JD	
Date	
Apr. 29/26	
<b>COPIES TO:</b>	
Council	✓
Agenda	✓
Committee	

**Subject:** Surplus Lands Policy  
**Date:** April 29<sup>th</sup>, 2026  
**Authority:** MGA s 49, 50, 51  
**Council Dates:** May 4<sup>th</sup>, 2026  
**Prepared by:** Mike Kahn, Director of Planning and Development Services

**Purpose:**

The Town is seeing increased requests to buy Town lands and unopen street right of ways.

**Background:**

The Town has a surplus property policy, however that policy includes the sale of all property, land, vehicles. There has been increased interest in certain properties, a selected list is below, and Town owned unopened streets.

**Lands potentially for sale**

The Town also has a number of parcels of land that could be sold, including 2.7 acres on Prince St that the Town is in the process of repurchasing (PID 80149321). There are other lands the Town owns it may consider selling, subject to review by Council, including some properties that are subject to a buyback.

**Unopened Streets**

The Town has many unopened streets, but some are needed to support future development. The streets appear to have been established by Provincial Act either in the 1820's or 1930's. The Town has successfully closed and sold surplus streets in the past, but there are processes under the MGA related to street closures and sale of land.

**Analysis:**

With the increased interest in unopened streets and Town land overall, the Town will need a robust policy and processes to oversee the potential land sales, ensure that all legislative requirements are met and the sales represent good value to the Town.

**Unopened Streets with Existing Residential Buildings**

There are several lots in Town that have a residential building (house) partially on unopened street. These would be addressed first for several reasons:

- These properties are limited in number
- There is only one buyer
- These situations can create an undue burden on the resident/landowner

Sheds and accessory structures would not be covered, only residential buildings that are occupied. Houses that encroach on open streets would not be considered for land sale; an encroachment would be a tool for those properties.

Legislatively, there are a number of steps the Town would need to take including: declaring the streets surplus; providing public notice and a public hearing on the street closure; providing public notice and a public hearing on sale of land for less than market value (can be combined with street closure notice and hearing); and Council approval of the street closure and sale. Additionally, agreements of purchase and sale would need to be developed and executed.

Lands would likely need to be surveyed prior to sale, as many of the street parcels extend well beyond the area containing a residence.

Properties would be sold for the cost of surveying and selling the lands, below market value. This would trigger the MGA notice and public hearing requirements.

### **Unopened Street Right of Ways**

Other unopened street purchase requests would first need a determination if the streets can be declared surplus. The Town does not have a streets policy to determine which streets are surplus. The Municipal Planning Strategy offers some insight with policies on minimum grid and maintaining good connections between parts of Town. The decision to declare a street surplus is expected to be a Council decision, with information and recommendations from staff.

The planned Surplus Land Policy will outline the process and pricing after the lands are declared surplus.

### **Temporary Use of Unopened Streets**

Under the MGA, section 322: The engineer may

- (a) permit a person to use a portion of a street for construction or other temporary purpose;
- (b) temporarily close a street, or part thereof, for the protection of the public, to allow work to be done on the street or on lands and buildings adjacent to the street or for any other purpose beneficial to the public interest

This section may be used in relation to site preparations, building construction, the development of streets. Temporary use of Unopened Streets will be considered by staff on a case-by-case basis.

### **Costs to Sell Lands**

While the sale of the aforementioned properties may generate some revenue, there will also be costs in the form of surveyors and legal fees to sell these properties.

The Town will need to retain a surveyor for most land sales. An appraisal is also needed if the intent is to sell at market value, as the appraisal is needed to ensure that the Town is selling at Market value. The proposed Surplus Lands Policy will speak to the process for market and below market, and guidance on which approach to take. The decision to sell at market rates or below market rates is a Council decision, with information and recommendations from staff.

**Next Steps:**

1. Staff begin work on Surplus Land Policy – Cross jurisdictional research, review of current policy, internal staff engagement.
2. Bring forward draft of surplus land policy for comment and notice of policy adoption – provides an opportunity for Council and the public to see the draft policy and provide input prior to adoption – Planned for June 1 Council Meeting
3. Council adopts the new policy – Planned for June 15 Council Meeting

**Options:**

	<b>Pros</b>	<b>Cons</b>
Option 1 – Direct Staff to update the surplus lands policy	<ul style="list-style-type: none"><li>• Improve clarity regrading land sales</li><li>• Modernize and updates policy to better handle expected land sales</li></ul>	<ul style="list-style-type: none"><li>• None</li></ul>
Option 2 – Use the existing surplus property policy	<ul style="list-style-type: none"><li>• Maintains status quo</li><li>• No additional work needed</li></ul>	<ul style="list-style-type: none"><li>• Potential confusion over property v land sales</li><li>• Does not provide updates to address expected interest in an efficient manner</li></ul>

**Recommendation**

*THAT* Council directs staff to develop a new surplus lands policy.



# COUNCIL REPORT - FOR DECISION

**Subject:** Regulation of Residential Pools  
**Date:** April 27<sup>th</sup>, 2026  
**Authority:** NA  
**Council Dates:** May 4<sup>th</sup>, 2026  
**Prepared by:** Mike Kahn, Director of Planning and Development Services  
 Dana Nash, Bylaw Officer

Document #	
D26-081	
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JD	
Date	
Apr. 27/26	
COPIES TO:	
Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>

## Background

On July 21, 2025, Council directed staff to investigate best practices and regulatory approaches regarding residential pools and to offer recommendations on a potential pool bylaw for the Town.

Concerns have been raised about pool safety, including access and fencing, as well as drainage and setbacks.

From an examination of air photos there are currently 30 pools in town, compared to under 5 in the 1970s, based on air photos.

## Analysis

### **Cross Jurisdictional Research**

Slightly over half of the municipalities in Nova Scotia do not have any form of regulation for pools, with larger urban and regional municipalities more commonly having some form of regulation. There are broadly two categories of regulation for pools: directly via a pool bylaw; and via the Land Use Bylaw and development permit process.

The trend has not been towards adopting new pool bylaws, with some municipalities moving to repeal their bylaws. Moreover, most of the municipalities in the south shore do not have regulations for pools.

### **Capacity and Complexity**

The Town has limited capacity for bylaw enforcement and development control. Adding more regulations would reduce the ability of staff to regulate and enforce bylaws, as well as potentially delaying permitting to enable review to a higher standard.

As shown by the examination of air photos, while there are an increasing number of pools built over the past several years, there are still relatively few in the Town.

Enforcement of new rules on existing pools could only be achieved through a pool bylaw, as the land use bylaw only applies to new development; existing pools would be grandfathered as legal-non-conforming uses. Enforcement on existing pools would be complex and potentially costly to the landowner.

## Insurance and Legislation

The safety of most private pools are governed by insurance policies, which commonly require fencing/barriers. However, the insurance industry does not have a common/universal requirement for pools.

The Town has no regulatory responsibility under the Municipal Government Act with respect to pools; it is an optional component under the Town’s ability to have bylaws regarding health and safety. There is also the land use bylaw, which can regulate pool development.

## Options

	Pros	Cons
Take no further action	<ul style="list-style-type: none"> <li>No further work or resources needed</li> </ul>	<ul style="list-style-type: none"> <li>Does not provide regulations around pool safety</li> </ul>
Direct staff to undertake public engagement on a potential pool bylaw	<ul style="list-style-type: none"> <li>Engages with public</li> </ul>	<ul style="list-style-type: none"> <li>May not receive any feedback</li> <li>Takes time and resources with potentially nuclear outcome</li> </ul>
Direct staff to prepare a pool bylaw	<ul style="list-style-type: none"> <li>Provides regulations to enhance safety around pools</li> </ul>	<ul style="list-style-type: none"> <li>Takes staff time and resources to create and enforce bylaw</li> </ul>

## Recommendation

No action needed.

## Attachments

### Appendix A – Pools Bylaws in Nova Scotia

Survey summary (original 27-municipality sample): Standalone pool bylaw: 10 | Pool regs in LUB only: 3 | No pool regulations: 12 | Repealed: 1 | Additional municipalities from community submission: 5

Nova Scotia Municipal Pool / Enclosure Regulation Comparison							
Municipality	Standalone Pool Bylaw	Pool Regs in LUB	Enclosure Required?	Fence Height	Gaps Limit	Gate Requirements	Hot Tub Cover Accepted
Municipalities with Standalone Pool Bylaw — Full Enclosure Detail Available							
Halifax (HRM)	Y	N/A	Yes	5 ft	≤4 in	Self-closing/latching	Varies (usually rate)

Cape Breton Regional	Y	N/A	Yes	5 ft	—	Self-closing/latching	—
Town of Yarmouth	Y	Y	Yes	4 ft	≤3 in	Self-closing/latching	—
Town of Bridgewater	Y	Y	Yes	see bylaw	see bylaw	see bylaw	—
Town of Berwick	Y	N	Yes	see bylaw	—	—	—
<b>Municipalities with Standalone Pool Bylaw — Enclosure Detail Not Available</b>							
Annapolis Royal	Y	N	—	—	—	—	—
New Glasgow	Y	N	—	—	—	—	—
Pictou (Town)	Y	N	—	—	—	—	—
Stellarton	Y	N	—	—	—	—	—
Windsor	Y	N	—	—	—	—	—
<b>Pool Regulations in Land Use Bylaw Only</b>							
Amherst	N	Y	—	—	—	—	—
Queen's Municipality	N	Y	—	—	—	—	—
Wolfville	N	Y	—	—	—	—	—
<b>Additional Municipalities</b>							
East Hants	—	—	Yes	5 ft	≤2.5 in links / ≤1.5 in boards	Self-closing/latching	ASTM F1346-91 accepted
Pictou County	—	—	Yes	4½ ft	—	Self-closing/latching	—
Annapolis County	—	—	Yes	5 ft	—	Self-closing/latching	—
Kings County	—	—	Yes	5 ft	chain ≤1½ in, wood ≤3 in, lattice	Self-latching top/inside	—

					≤2 in		
<b>Port Hawkesbury</b>	—	—	Yes	5 ft	—	—	—
<b>No Pool Regulations Identified</b>							
<b>Antigonish</b>	N	N	—	—	—	—	—
<b>Barrington</b>	N	N	—	—	—	—	—
<b>Bridgetown</b>	N	N	—	—	—	—	—
<b>Digby</b>	N	N	—	—	—	—	—
<b>Lockeport</b>	N	N	—	—	—	—	—
<b>Lunenburg</b>	N	N	—	—	—	—	—
<b>Mahone Bay</b>	N	N	—	—	—	—	—
<b>Middleton</b>	N	N	—	—	—	—	—
<b>Municipality of Shelburne</b>	N	N	—	—	—	—	—
<b>Town of Shelburne</b>	N	N	—	—	—	—	—
<b>Truro</b>	N	N	—	—	—	—	—
<b>Repealed</b>							
<b>West Hants</b>	N	N	—	—	—	—	—
<b>Springhill</b>	REPEALED	N	—	—	—	—	—



# COUNCIL REPORT - FOR INFORMATION

**Subject:** Chief Administrative Officer - Update to Council  
**Date:** May 4, 2026  
**Prepared For:** Council  
**Prepared By:** Sarah Mattatall, CAO

Document #	D26-082
Rec'd by	JP
Date	May 11/26
<b>COPIES TO:</b>	
Council	✓
Agenda	✓
Committee	

## 1. Lease and Agreement Review

Following Council's recent Strategic Planning Workshop, Council and staff discussed the importance of placing a stronger focus on ensuring the Town's assets, agreements, and operational practices remain sustainable and aligned with current conditions.

As Council is aware, many of the Town's leases and agreements are significantly outdated and, in some cases, no longer reflective of today's operating environment. Given the Town's lean staffing structure and the need to focus on more immediate operational priorities in recent years, reviews of leases, agreements, by-laws, and policies have progressed more slowly than anticipated.

During the 2026-2027 operating budget deliberations, it was recognized that these foundational responsibilities require renewed attention to ensure the Town is managing its assets responsibly and maintaining fairness and consistency across all agreements.

Since the Strategic Planning Workshop, staff have been working to:

- Inventory and organize all existing leases and agreements;
- Identify expired and expiring agreements as a priority;
- Review current terms in relation to present-day costs, including maintenance, insurance, and repairs;
- Advance updates to relevant by-laws and policies to support a more modern and consistent framework.

Staff have also begun early communication with tenants and leaseholders to advise that the Town will be undertaking a review process and entering into discussions regarding updated terms. These conversations are being approached with transparency and respect for the important role many of our tenants play in the community.

The Town values its community partners and recognizes that several leaseholders provide essential services to residents. The intent of this work is not to create undue financial pressure, but rather to ensure that agreements are balanced, sustainable, and do not result in the Town absorbing ongoing costs that exceed its capacity.

With rising costs across all service areas, including maintenance, repairs, and asset management, it is important that agreements better reflect actual costs and responsibilities, while continuing to support community organizations and services where appropriate.



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## COUNCIL REPORT - FOR INFORMATION

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This work will remain a key focus for staff throughout the fiscal year. Staff will continue to keep Council informed and will bring forward recommendations as needed.

### **2. Wastewater Infrastructure (Aeration System Upgrade)**

Staff continue to work closely with CBCL Limited to advance the Town's wastewater infrastructure upgrade projects, with a focus on improving the performance and reliability of the treatment facility.

We are pleased to report that staff met with CBCL's project team on May 1, 2026 to finalize the details and next steps for the new aeration system. This system is a key component of the wastewater treatment process, as it introduces oxygen into the wastewater to support the natural biological processes that break down contaminants before water is safely released back into the environment.

Following this meeting, contracts have been formally executed with Mid Valley Construction Limited for the supply and installation of the aeration system. The project is now moving into the implementation phase.

As part of this phase:

- The aeration equipment is being ordered and is expected to take approximately 10–12 weeks for delivery;
- “Shop drawings” are being prepared, which are detailed technical drawings used to confirm exact specifications, layout, and installation requirements. These are expected to take approximately 1–2 weeks to complete and review.

While the equipment is being manufactured and drawings finalized, Mid Valley will begin preparing the site. This includes mobilizing to the facility, coordinating necessary materials, and engaging an electrical contractor to ensure all power and control systems are in place and ready for installation once the equipment arrives.

This staged approach helps ensure that once delivery occurs, installation can proceed efficiently and with minimal delay.

Staff will continue to provide updates to Council as the project progresses, particularly as timelines for installation and commissioning become more defined.

### **3. Roseway Manor Rebuild (Financial Impacts & Provincial Discussions)**

On March 31<sup>st</sup>, 2026, the Town issued correspondence to the Honourable Michelle Thompson and the Honourable John MacDonald outlining the financial impacts associated with the delay of the Roseway Manor rebuild project.



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## COUNCIL REPORT - FOR INFORMATION

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In the letter, the Town highlighted that, given the time-sensitive nature of the Municipal Capital Growth Program (MCGP), which was scheduled to expire in December 2023, staff acted promptly to submit an application titled *“Infrastructure Improvements – Roseway Manor Rebuild.”* This application was approved in the amount of \$1,854,726, with the Town responsible for \$927,363.

As a small municipal unit with a limited tax base, the Town proceeded to secure borrowing approval through a Temporary Borrowing Resolution for its share of the project. This decision was made based on the clear understanding that the Roseway Manor rebuild would proceed and be operational by 2027. The financial plan anticipated that new assessment growth and associated revenues from the development would help offset the cost of this infrastructure investment over time.

However, the project has since been delayed, and at this time there is no confirmed construction timeline. As a result, the Town is now facing unanticipated financial pressure. For Council and the public’s understanding, this means the Town has borrowed, or is prepared to borrow, funds to complete infrastructure work, but without the expected new tax revenue to help pay for it. We anticipate approximately \$25,000 in interest costs in the current fiscal year, increasing to an estimated \$50,000 annually once both principal and interest repayments begin.

On April 30<sup>th</sup>, 2026, staff met with Hardy Stuckless, Executive Director of Municipal Infrastructure and Finance with the Department of Municipal Affairs. During this discussion, Mr. Stuckless expressed the Province’s willingness to work with the Town to help manage these financial pressures.

Specifically, staff were advised that:

- The Town has flexibility to utilize the previously approved provincial funding through the MCGP to cover eligible costs as they arise this fiscal without having to match those funds with the Town’s borrowing. This reduces the need to take on borrowing in the 2026–2027 fiscal period;
- The Department is open to working with the Town on potential extensions to the program timelines to better align with the delayed project.

This direction provides the Town with short-term financial relief and reduces immediate borrowing pressures.

As a result, the Town now has the ability to reallocate approximately \$25,000 within the current operating budget that had originally been set aside for interest payments related to this project.

Staff will continue to engage with the Province and provide updates to Council as more information becomes available regarding both the Roseway Manor project timeline and ongoing funding arrangements.



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## COUNCIL REPORT - FOR INFORMATION

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### 4. Graham's Park Expansion Project

Staff continue to work closely with the Huskilson family regarding their generous donation toward the Graham's Park expansion project. Staff met with the Huskilson's again on May 1<sup>st</sup>, 2026, to confirm next steps and advance the project into the development phase.

To support both project delivery and continued public access, the project will be implemented using a phased approach. This will allow Graham's Park to remain open and accessible to residents and visitors throughout the spring and summer months while work is underway.

As part of this approach, staff will be proceeding with the development of an initial tender for the construction of a new basketball court, which has been identified as the first phase of the project.

Concurrent with this work, staff will begin preparing a second tender for the development of an arts-focused outdoor theatre space on the vacant land where the former church was located. This component reflects a shared vision of creating a welcoming, inclusive space that supports a range of community uses.

The overall project aims to enhance Graham's Park as a multi-generational gathering space that promotes recreation, social connection, relaxation, and community engagement. Planned features include additional seating, picnic areas, and increased shade to improve comfort and usability for all users.

Staff would like to express appreciation to the Huskilson family for their continued support and community-minded contribution. We are pleased to see this project progressing and will continue to keep Council informed as it moves forward.



**SHELBURNE VOLUNTEER FIRE DEPARTMENT**  
**63 KING STREET, PO BOX 880**  
**SHELBURNE, NS**

BOT 1W0	
Document #	D26-083
Rec'd by	JD
Date	Apr. 19/26
<b>COPIES TO:</b>	
Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>
	<input type="checkbox"/>

Mayor, Councilor's and CAO

This is the monthly activity report for your Fire Department for the month of March 2026

Total number of calls for service: 6

Calls for service within the Town: 1

Calls for service in the Municipality of Shelburne protection area: 5

<u>CALLS FOR SERVICE BREAKDOWN</u>	<u>TOWN</u>	<u>MUNICIPALITY</u>
ALARM SOUNDING	1	2
MEDICAL		1
MOTOR VEHICLE ACCIDENT		1
STRUCTURE		
CHIMNEY/FLUE		1
VEHICLE FIRE		
GRASS, BRUSH, FOREST		
POWER LINES		
FLOOD CONDITIONS		
BOATS/WATER RESCUE		
SMOKE CONDITIONS		

**DEREK MACKENZIE, FIRE CHIEF**

**ALLEN ALLISON, DEPUTY CHIEF**

**MIKE SHAND, PRESIDENT**

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



## COUNCIL REPORT – FOR INFORMATION

Document #	
D26-084	
Rec'd by	
JD	
Date	
Apr. 28/26	
<b>COPIES TO:</b>	
Council	✓
Agenda	✓
Committee	

**Subject:** Water Utility Report  
**Date:** April 28<sup>th</sup>, 2026  
**Council Date:** May 4<sup>th</sup>, 2026  
**Prepared For:** Council  
**Prepared By:** Jeremy Renaud, *Water & Wastewater Assistant Operator*

### Purpose

This report is to provide insight into the operations of the Town of Shelburne's Water Utility.

### System Reliability

#### High Lift Pump #1 – Completed

- Received new high lift pump, old pump to remain in place as it has started to leak less. New pump to remain on hand for when old pump is deemed to be out of service.

#### Skimmer System Repair – In Progress

- New motor and motor control have been installed; however, it was determined that the gear box had also been damaged. New gear box has been ordered and will be installed upon arrival.

#### Saturator System Repair – In Progress

- A new water inlet valve has been ordered to replace a failing valve on the saturator system. This will fix the problem operators have been having with the system dropping below operating water levels.

### Regulatory Compliance

All Nova Scotia Department of Environment regulations continue to be met, even with ongoing repairs, reflecting the utility's ongoing commitment to safe and responsible operations.

### Projects

#### Watershed Signage – In Progress

- New signs have been received, signs to be installed upon permit approval.



## COUNCIL REPORT – FOR INFORMATION

Document # D26-085	
Rec'd by JD	
Date Apr. 28/26	
<b>COPIES TO:</b>	
Council	✓
Agenda	✓
Committee	

**Subject:** Wastewater Utility Report  
**Date:** April 28<sup>th</sup>, 2026  
**Council Date:** May 4<sup>th</sup>, 2026  
**Prepared For:** Council  
**Prepared By:** Jeremy Renaud, *Water & Wastewater Assistant Operator*

### Purpose

This report is to provide insight into the operations of the Town of Shelburne’s Wastewater Utility.

### System Reliability

#### Clarifier #1 Weir Box Repair – Initial Planning

- Staff are planning a meeting with contractors to discuss repairs to the weir box of clarifier #1. Repairs are needed due to the rusted state of the box leading to multiple holes. To date, staff have patched minor holes to keep the system operational. Should more or bigger holes form, this system would be forced into an out of service state which will result in major treatment and regulator issues.

### Regulatory Compliance

The facility underwent a Wastewater Systems Effluent Regulation (WSER) inspection performed by Environment and Climate Change Canada (ECCC) Officers on March 25<sup>th</sup>, 2026. During this inspection two violations were discovered. One for not having our effluent flow meter inspected and one for not having our lift station and overflow locations in the reporting system. Officers also took effluent samples for testing during this inspection.

On May 9<sup>th</sup>, 2026, we received notice that the samples collected during our inspection have met the chemistry requirements for WSER. To date, Wastewater staff have updated the WSER system report to include location data for the collection system lift stations, correcting that violation. Wastewater staff have also been attempting to locate a certified business to inspect our effluent flow meter. ECCC Officers noted a follow-up would happen later this year in the fall.

All Nova Scotia Department of Environment regulations continue to be met, reflecting the utility’s ongoing commitment to safe and responsible operations.

## Projects

### Oxidation Ditch Aeration Upgrades – Progress

- Staff had a meeting with CBCL and Mid Valley Construction on April 15<sup>th</sup>, 2026, to discuss initial details regarding the project. No start date nor a timeline for the project has been given at this time.