



TOWN OF SHELburne

REGULAR MEETING OF COUNCIL

October 19th, 2026 • 6:00 p.m.
Council Chambers • 63 King Street

1 Call to Order

2 Approval of Agenda

3 Approval of Minutes

a) Regular Town Council Meeting – October 5th, 2026

4 Proclamations and Announcements

NONE

5 Delegation/Presentation

NONE

6 Correspondence

Action:

- | | |
|--|---------|
| a) Osprey Arts Centre re: Remembrance Day Reception Donation | D26-181 |
| b) Black Loyalist Heritage Centre re: Letter of Support | D26-182 |

Information: NONE

7 Council Items

- | | |
|---|---------|
| a) Notice of Motion- Street Closure- Mowatt Street, October 31 st , 2026 | |
| b) Notice of Motion- SRHS Blue & Gold Booster Club | D26-183 |

8 Committee Reports

- | | |
|---|---------|
| a) Heritage Advisory Committee Minutes- June 23 rd , 2026 | D26-184 |
| b) Heritage Advisory Committee Minutes- September 17 th , 2026 | D26-185 |

9 Staff Reports

- | | |
|--|---------|
| a) Fire Department Training Facility | D26-186 |
| b) Dock Street Parking Lot Purchase | D26-187 |
| c) Visitor Information Centre TOS2026-004- Award | D26-188 |
| d) Morvan Road Landfill Decommissioning Project- Public Engagement and Technical Consulting Fees | D26-189 |
| e) Water Utility- Meter Reading Equipment Replacement | D26-190 |

10 In Camera Session

- a) MGA (22) (2) (e) contract negotiations

11 New Business

12 Upcoming Meetings/Events

- a) Trunk or Treat, October 31st, 2026, 5:30-7:30 pm, Community Centre Parking Lot
- b) Next Council Meeting, October 5th, 2026, 6pm, Council Chambers, 63 King Street

13 Adjournment



Town of Shelburne
Minutes of the Regular Council Meeting
October 5th, 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
Bylaw Officer, Dana Nash

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 October 5th, 2026, Council Meeting.

E. Acker - Cruz

MOTION CARRIED

Approval of the Minutes

THAT Council approves the minutes from the Regular Town Council Meeting held on September 21st, 2026.

D. Acker – E. Acker

MOTION CARRIED

Proclamations and Announcements

- a) Women's History Month- October
- b) World Mental Health Day- October 10th, 2026
- c) Fire Prevention Week- October 4-10, 2026
- d) Pregnancy and Infant Loss Awareness Day- October 15th, 2026

Delegations/Presentations

Council received an update on the Visitor Information Centre (VIC) sale process. The reissued Request for Proposals closed on September 23, 2026, with four proposals received. Council heard presentations from each of the four proponents and had the opportunity to ask questions regarding their proposals.

- a) Presentation- Thomas Traplin
- b) Presentation- Brandy Rafuse, The Happy Bubble
- c) Presentation- Heidi Hudberg, S.H.O.A.L
- d) Presentation- Brendan Pippy

In-Camera Session:

- a) MGA 22 (2) (a) acquisition, sale, lease and security of municipal property.

THAT Council go in-camera at 7:07pm for matters under MGA 22 (2) (a) acquisition, sale, lease and security of municipal property

E. Acker – Ringer

MOTION CARRIED

Council came out of in-camera at 7:26 p.m. No motion arose from the in-camera session. Council provided direction to staff to consult with legal counsel regarding the potential award of the Visitor Information Centre tender.

Correspondence

Action:

- a) Shelburne Historical Society- Cox Parking Lot

THAT Council direct staff to review the Shelburne Historical Society's offer to transfer the Blacksmith Lot at 14 Dock Street to the Town at no cost and report back to Council at the October 19, 2026, Council Meeting

Cruz – D. Acker

M26-100

MOTION CARRIED

- b) Shelburne County Museum- Letter of Support

THAT Council direct staff to provide a letter of support for the Shelburne Historical Society's funding application for the proposed Shelburne County Museum extension

E. Acker – Ringer

M26-101

MOTION CARRIED

Information: NONE

Council Items

- a) Shelburne County Museum/ Visitor Information Centre Statistics- September 2026

Committee Reports

- a) Audit Committee Minutes- June 15th, 2026

Staff Reports

- a) 2026/27 Tax Sale Proceedings

THAT Council approve the above properties marked for tax sale

E. Acker – D. Acker

M26-102

MOTION CARRIED

- b) Surplus Land Policy

The above report is for information only

- c) Visitor Information Centre- TOS2026-004- Summary of Bids

The above report is for information only.

- d) Council Motion Tracking Report- Quarter 1 (Jan-Mar 2026)

The above report is for information only.

- e) Bylaw Officer Report- August 2026

The above report is for information only.

- f) SVFD Report- September 2026

The above report is for information only.

New Business:

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

Councillor D. Acker

- Councillor D. Acker reported attending the Chamber of Commerce Board meeting on September 29, where further discussion took place regarding VIC signage and responsibilities related to cruise ship and Bluenose II visits. Councillor Acker advised that he has decided to step down from attending Chamber Board meetings.

- Councillor Acker also noted that the Shelburne County Arena would like the Town to consider including parking lot repairs in next year's budget.

Councillor Ringer

- Councillor Ringer recognized the great work Pet Projects has been doing in the community.

- Councillor Ringer reminded residents to be cautious of deer near roadways, particularly as daylight hours decrease.

- Councillor Ringer noted that upgrades to the Arena kitchen have been completed and the kitchen is now operational. He thanked the volunteers for their hard work and assistance.

Councillor Cruz

- Councillor Cruz attended the NS Building of Budget Session on September 28 and noted the informative discussion regarding the upcoming provincial budget.

- Councillor Cruz highlighted the success of the 3rd Annual Empty Bowls Fundraiser, which sold over 300 tickets and raised \$9,200 in support of the Shelburne Loyalist Food Bank.

Mayor Jacklin

- Mayor Jacklin reported speaking with the Longboat Society regarding the decline of their Grants to Organizations application. The Society noted that annual insurance costs are approximately \$1,500 and that they currently have limited funds available. A fundraiser is planned at the Yacht Club in the coming months.

Upcoming Meetings/Events

- a) Nova Scotia Giant Pumpkin Festival & Regatta, October 9th-10th, 2026, Dock Street
- b) Next Council Meeting, October 19th, 2026, Council Chambers, 63 King Street

Adjournment

THAT the Regular Town Council Meeting of October 5th, 2026, be adjourned at 8:10pm.

E. Acker

Jessie Dyer
Recording Secretary

Stanley Jacklin, Mayor

Sarah Mattatall, CAO

October 1st, 2026

RECEIVED
OCT 02 2026

Document #	
Dale-103	
Rec'd by JD	
Oct-2/26	
Date	
COPIES TO:	
Council	✓
Agenda 11 th	✓
Committee	

Dear Mayor & Council:

Once again, a reception will be held at the Osprey Arts Center following the November Remembrance Day Ceremonies.

Last year's gathering was such a wonderful success, and seeing how much our veterans appreciated having a place to come together, enjoy some refreshments, listen to some wonderful music and visit with friends made it all worthwhile.

To help make this year's reception just as special, I am reaching out to our community for donations either in monetary form or in the donation of finger foods....to help offset the expenses associated with hosting this gathering.

No donation is too small...every little bit helps go directly toward making this a welcoming and memorable afternoon for our veterans and their families.

If you, your business or organization would like to contribute, please contact me at 902-874-1492.

Our community has always had a wonderful way of coming together when it matters most, and we are so grateful for everyone's generosity and support.

After all they have given for us, this is one small way we can give something back to them.

Lest we Forget.

Warm Regards

Deby MacAlpine

Board Secretary

Osprey Arts Center

Remembrance Day Committee

From: Andrea From Black Loyalist <andrea@blackloyalist.com>
Sent: Thursday, October 8, 2026 10:30 AM
To: Robin Smith <Robin.Smith@municipalityofshelburne.ca>
Cc: Stan Jacklin <stan.jacklin@shelburne.ca>; Ufuoma Lawal <Ufuoma@blackloyalist.com>
Subject: Draft Support Letter

CAUTION: This email originated from an external sender.

Good morning, Sarah,

The Black Loyalist Heritage Centre is applying for two grants: MARP (Multicultural Anti Racism Program) and BICF (Building Inclusive Communities Fund). We are looking for your support. Attached is a draft letter for your perusal and consideration of supporting our cause.

We have created a proposed event called *Descendants Day* which we hope will be funded/celebrated in the Community.

Please let me know your thoughts,

Best Regards,

Andrea Davis
Executive Director
Black Loyalist Heritage Centre
902.875.1310
www.blackloyalist.com

Document #	
D26-104	
Rec'd by	
JD	
Date	
Oct. 8/26	
COPIES TO:	
Council	✓
Agenda	✓
Committee	

LETTER OF SUPPORT

To Whom It May Concern,

The Town of Shelburne is pleased to support the Black Loyalist Heritage Society's proposed Descendants Day, a one-day heritage and cultural festival to be held in Birchtown, Nova Scotia.

Descendants Day will bring together Black Loyalist descendants, African Nova Scotian communities, youth, families, residents, visitors, historians, artists, and community organizations to celebrate the history, culture, and continuing legacy of the Black Loyalists.

The Town of Shelburne recognizes the significant historical and cultural importance of Birchtown and its connection to the history of African Nova Scotian communities. We believe this event will provide meaningful opportunities for intergenerational learning, cultural exchange, youth engagement, community connection, and increased awareness of diversity.

In addition, Descendants Day has strong potential to support local tourism by attracting visitors to Birchtown and highlighting our region's unique heritage.

We are pleased to endorse this project and encourage consideration of the Society's funding application.

SRHS BLUE & GOLD BOOSTER CLUB

Document #	Date - 105
Rec'd by	JD
Date	Oct. 5/26
COPIES TO:	
Council	✓
Agenda	✓
Committee	

Help support student-athletes at SRHS

The **SRHS Blue & Gold Booster Club** is an initiative to support student-athletes and their families at SRHS. The club's objective is to reduce athletic fees that are currently collected from students playing school sports at the junior and senior high school levels. Last year Booster contributions allowed athletic fees to be reduced by 50% for the 2026/2027 year. It is hoped fees can be reduced further for 2027/2028.

It is also the goal of the SRHS Booster Club to provide SRHS with the opportunity to purchase equipment that may be needed, over and above what the school's operational budget can supply.

Our goal is to have 250 SRHS Blue and Gold Booster Club members. We are asking alumni and/or community-minded people to donate a minimum of \$100 annually to support this initiative. A tax-deductible receipt will be emailed to you upon donation.

Club Member Benefits

- Free admission to all SRHS sporting events
- Recognition throughout the school year and at the annual Athletic Awards night
- Updates via email (if you provide your email address)
- Income tax deductible receipt

Cost: \$100 per year (minimum donation)

Questions? Email johnlhuskilson@gmail.com for more info

To join the SRHS Blue & Gold Booster Club:

1. Go to the SRHS website: <https://sites.google.com/site/shelburneregional/>
2. Scroll down and select "JOIN NOW" in the middle of the page.
3. Enter amount you wish to donate (\$100 minimum).
4. Change school to "Shelburne Regional High School."
5. Select "General Donation" as initiative.
6. Include your email address and Blue & Gold Booster Club in the message box.
7. Add to Cart and checkout.

An income tax receipt will be emailed to you.

Gift Information

I would like to make a donation of: ☐ \$20 ☐ \$50 ☐ \$100 ☐ \$250 ☐ \$500 ☐ \$1000

Other Amount:

Change to Shelburne Regional High School

Change to Blue & Gold Booster Club

School: Tri-County Regional Centre for Education [Change](#)

Initiative: General Donation [Change](#)

Tribute Information

This gift is:

Name of honoree:

Message to School Board

Message: (Optional)

In the message box type:

**I give consent to share my email
address with SRHS**



Meeting Minutes

Heritage Advisory Committee

Thursday June 23 2026

3pm – Council Chambers, 63 King St

COMMITTEE MEMBERS IN ATTENDANCE:

Sandra Walsh, Chair, Public Member
Cady Berardi, Shelburne Historical Society Member
Chris Sharpe, Shelburne Historical Society Member
Janet Stritychuk, Public Member
Therese Cruz, Council Member

REGRETS:

Sheldon Ringer, Council Member

ALSO IN ATTENDANCE:

Mike Khan, Director, Planning & Development

Document #	
D26-106	
Rec'd by JD	
Date Oct. 14/26	
COPIES TO:	
Council	✓
Agenda	✓
Committee	

1. CALL TO ORDER:

The meeting was called to order at 3:04PM by Sandra Walsh, Chair of the Heritage Advisory Committee.

2. MOTION: APPROVAL OF AGENDA –

THAT the Agenda for the Regular Meeting of the Heritage Advisory Committee for June 23, 2026 approved.

Therese, Janet

CARRIED

3. MOTION: APPROVAL OF MINUTES – March 12, 2026

THAT the Minutes for the Regular Meeting of the Heritage Advisory Committee for March 12, 2026 be approved

Therese - Janet

CARRIED

4. COMMITTEE ITEMS

- a. Cady reported that the Ross Thomson House has received 50% funding grant from the province for this year.
- b. Sandra reported on the response to her email of concern from the committee regarding the closure of the Ross Thomson House that she sent in

5. NEW BUSINESS:

- a. Mike discussed the Coastal Planning Support Program which he will present at our next meeting for HAC input before it goes before Council.
- b. The next meeting will be held at 3:00 pm Sept.17th.
- c. Cady moved, Janet seconded adjournment at 3:35

Respectfully submitted,

Sandra Walsh



TOWN OF
SHELBURNE
NOVA SCOTIA

162 Mowatt St
PO Box 670
Shelburne, NS B0T 1W0
902-875-2991
www.shelburnens.ca

Meeting Minutes

Heritage Advisory Committee

Thursday Sept. 17th, 2026

3pm – Council Chambers, 63 King St

COMMITTEE MEMBERS IN ATTENDANCE:

Sandra Walsh, Chair, Public Member
Cady Berardi, Shelburne Historical Society Member
Chris Sharpe, Shelburne Historical Society Member
Janet Stritychuk, Public Member
Sheldon Ringer, Council Member

REGRETS:

Therese Cruz, Council Member

ALSO IN ATTENDANCE:

Mike Khan, Director, Planning & Development
Daniel MacKay, Recording Secretary
Suzanne Mahaney, Manager, Shelburne Museums

Document #	
D26-107	
Rec'd by JD	
Date Oct. 14/26	
COPIES TO:	
Council	✓
Agenda	✓
Committee	

1. CALL TO ORDER:

The meeting was called to order at 3:06PM by Sandra Walsh, Chair of the Heritage Advisory Committee.

2. MOTION: APPROVAL OF AGENDA (As Amended) – Sept 17th, 2026

THAT the Agenda for the Regular Meeting of the Heritage Advisory Committee for September 17th, 2026 be approved.

As Amended – July, 2026 HAC minutes were not provided as the secretary wasn't at the previous meeting. Meeting minutes will be certified at the Nov 2026 HAC committee meeting.

C. Sharpe – J. Stritychuk

CARRIED

3. MOTION: APPROVAL OF MINUTES – July 17th, 2026

~~THAT the Minutes for the Regular Meeting of the Heritage Advisory Committee for July 17th, 2026 be approved – See as amended above.~~



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Shelburne, NS B0T 1W0

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4. COMMITTEE ITEMS

1. Ross Thomson House Follow up

a. Cady to re draft a letter, Sandra will review and send, prior to next HAC meeting.

5. NEW BUSINESS:

1. Cox Warehouse

a. Committee was approached by Director of planning & Development to share their thoughts on the Former Cox Warehouse, being able to add a metal roof. It was noted that this is to help manage upkeep costs, and replacement shingle costs. Roof colour and style will remain true to the period, the current thought is Slate in colour and material appearance.

i. Previous HAC's (within the Town of Shelburne) have had the "metal existed in the period" attitude, the committee feels this is still the appropriate stance to take.

ii. The Committee noted no issues as long as appearance and material fit the period. Committee members noted that it's more about the physical appearance, than stringent material rules.

2. Muir Cox- Mill Building

a. Safety Issues update: The town had conducted its annual inspection of its institutional properties, said inspection of the Mill Building had noted some serious concerns.

i. A temporary Patch had to be applied to the structure

ii. The internal electrical, will have to be redone as it antiquated, and for insurance purposes it requires an update.

iii. The board of the Muir/Cox complex is evaluating all options, currently.

3. CPSP Update

a. Michael shared an update with the committee in regards to the coastal planning and protection work. CPSP still remains on schedule for March 2027.



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MOTION : THAT the Heritage Advisory Committee recommends the proposed additions and modifications to 20 DOCK STREET, be approved as presented to the Committee on September 17, with the following condition:

That the appearance of the existing chimneys be reproduced.

For Development Permits

On condition that the landowner work towards consolidation of the PID 80151053 and PID 80150915.

Janet – Chris – Committee was all in favour.

6. UPCOMING MEETING DATE AND TIME:

The next HAC meeting will be held on November 12th, 2026, at Council Chambers (63 King St.) at 3:00 pm.

7. ADJOURNMENT:

There being no further business, Therese moved a motion for adjournment. The meeting was adjourned at 3:52p

Sheldon-Janet

Respectfully submitted,

Daniel MacKay



TOWN OF
SHELburne
NOVA SCOTIA



162 Mowatt St
PO Box 670
Shelburne, NS B0T 1W0



902-875-2991



www.shelburnens.ca

4. 20 Dock St. – Dev Permit

Before the presentation began, Cady had recused herself as a HAC, committee member as she sits and works with the Shelburne Historic Society. The Committee agreed, regular members who are on the HAC may vote on this, but board members should abstain.

A presentation was made to the HAC in accordance with the towns MGA and LUB. Any development permit, that is to be issued within the Town's Historic Waterfront, must first be brought to the Heritage Advisory Committee.

Suzanne Mahaney & Cady Berardi presented the proposed extension to the Nairn House.

-Nairn House will be used as artifact storage (up to 25,000 artifacts across the museums complex), on top of existing uses, once the addition is complete. The addition will be added to the "new" section of Nairn House.

- Funding for the project will be coming from the funds gained from the sale of the Cox warehouse. Another note on storage, as there is some storage in the former Cox warehouse.

-The expansion will double existing Admin and office space for employees of the Museum/VIC. It will also provide an accessible bathroom for patrons/visitors.

-Part of the upgrades will include a metal roof, slate in appearance, to meet period appearance.

-With the metal roof replacement, the chimneys will also have to either repaired or changed, as they are causing significant water damage throughout the Nairn House.

-Committee members engaged on style and appearance of said chimneys, whether they need to be functional, and various aesthetic questions. Final consensus amongst the committee, was that they must look similar in appearance to existing, but not necessarily functional.



COUNCIL REPORT - FOR DECISION

Subject: Fire Department Training Facility
Date: October 14, 2026
Authority: NA
Council Dates: October 19, 2026
Prepared by: Mike Kahn, Director of Planning and Development Services
Derek MacKenzie, Fire Chief

Document #	
D26-108	
Rec'd by JD	
Date Oct. 14/26	
COPIES TO:	
Council	✓
Agenda	✓
Committee	

Background

On September 21, Council directed staff to prepare for and move training equipment

THAT Council directs the staff to prepare for and move training material to a space behind the Community Centre; to investigate the installation of a concrete pad to aid with training; and work towards a regional firefighter training solution, reporting back to Council by the end of October.

The Fire Department has requested to place their training equipment behind the community centre, build a concrete pad and conduct training on the site. No live burning would be permitted at this site. A sketch of the proposed layout is attached.

The Town continues to work with the Municipality of the District of Shelburne on a regional training facility, which might incorporate some of the training props/equipment being used by the Shelburne Fire Department.

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 posed a challenge. The use of the space behind the community centre is an interim solution until a more permanent, likely regional training facility is completed.

The installation of a concrete pad will enable more training to be undertaken as the site can be more easily cleared of debris from training. In particular this will enable practice on vehicles, which may produce debris (glass, metal, plastic) from training. Debris will be cleaned up following training to ensure a safe site should the public walk through the site.

Minimizing and Mitigating Impacts

Fire fighter training, especially work with live fires, can create nuisances, such as smoke, impacting nearby property owners.

Staff will work to ensure communication is proactive and transparent, including engaging with residents early, clearly communicate training schedules, and respond promptly to concerns.

Operations would be structured, scheduled, and supervised. Cleanup would be completed after each training session, and the site would be maintained to ensure safety and respect for surrounding properties.

Cost

The Shelburne Volunteer Fire Department has offered to pay the estimated \$6,000 for the concrete pad.

Options

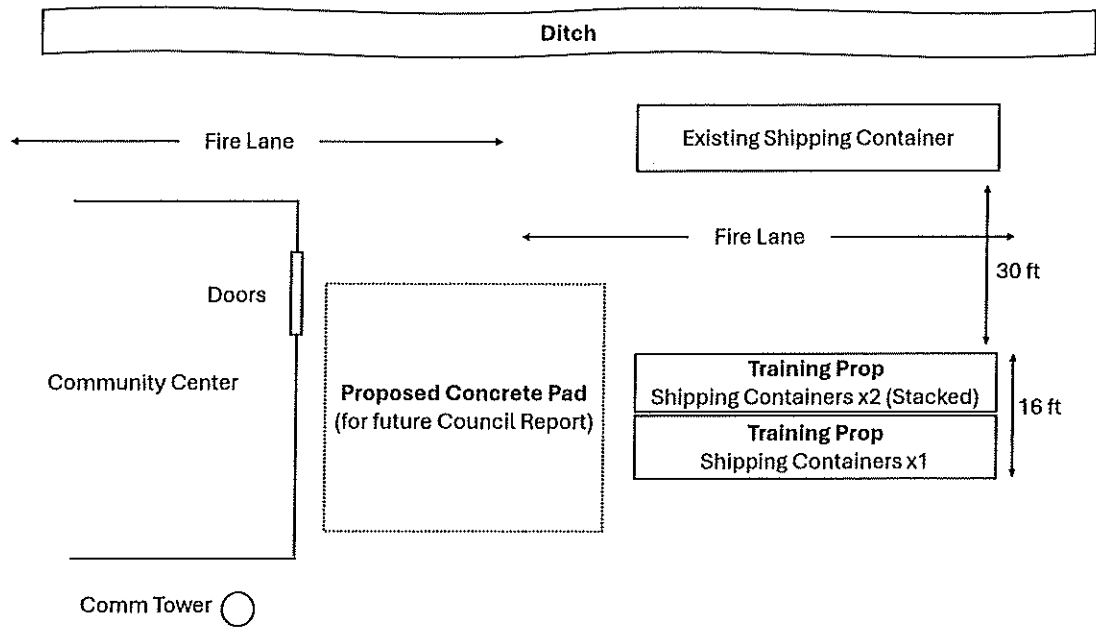
	Pros+	Cons
Allow use behind the community centre for training and install a concrete pad	• Provides a space for training • Lower cost given land is Town owned • Flexibility to train locally or consider regional model	• Potential impacts to nearby landowners • Reduces parking at Community center
Continue looking for another training site/await further information on Provincial/Regional options	• None	• Does not provide a space for firefighter training

Recommendation

THAT Council directs staff to work with the Shelburne Volunteer Fire Department on the construction of a concrete pad behind the community centre to support fire fighter training.

Attachment

Site Sketch





COUNCIL REPORT - FOR DECISION

Subject: Dock Street Parking Lot Purchase
Date: September 16, 2026
Authority: NA
Council Date: October 5, 2026
Prepared by: Mike Kahn, Director of Planning and Development Services

Document #	
D26-109	
Rec'd by JD	
Date Oct. 6/26	
COPIES TO:	
Council	✓
Agenda	✓
Committee	

Purpose

The Shelburne Historical Society has offered to sell the parking lot along Dock Street, between Ann Street and St. Patrick's Lane, PID 80150543, 14 Dock Street (see attached).

Background

The lands have been used as public parking for some time and is used for events along Dock Street.

The Town has maintained the parking lot, including winter maintenance for many years.

Analysis

The Town owns a significant amount of land and buildings for its size. Broadly speaking, staff do not recommend the Town taking on more lands and buildings. However, in this case, given the land is for public use, the Town has maintained the parking lot and overall costs are expected to be minimal.

For example, the property is currently subject to taxation and the sewer fee. By the Town taking on ownership, there will be a loss of roughly \$800 a year.

The alternative is to decline to purchase, which may result in the lands being sold and used for development. While this would increase taxable assessment on the land, there would be significant loss of parking and event space. Moreover, there are nearby vacant properties, which may indicate limited demand for land in the area.

The purchase of the lands would mean that they would become Town lands and would be subject to the vending bylaw. Further consideration of vending fees for this lot, especially during major events, will be needed to determine how the vending bylaw would apply to this specific lot.

The transfer of land would not occur until after Jan 1, 2027, to ensure events planned for the space can continue.

Future Uses

The space could be improved to be of more use to events and vendors; however, this would be an additional cost. Significant changes would require planning and engagement with the public and stakeholders to ensure the space remained a benefit to the community.

Land Non-Registered

The lot in question has not been migrated to the new Land Registry, which may lead to complications as the ownership of the land is not clear, which may cause future complications with this land.

Staff will inquire with the Shelburne Historical Society about documentation regarding the lands in case it is needed.

Options

	Pros	Cons
Purchase Lands	• Allows parking lot to continue be used as parking lot and event space.	• May create expectations for other landowners to
Do not purchase	• Minimizes impacts to Town operations	• Lands may be sold to a private landowner who may develop the site, removing parking and event space but adding taxable assessment

Recommendation

THAT Council directs staff to enter into an agreement of purchase and sale with the Shelburne Historical Society to purchase 14 Dock Street, PID 80150543, at nominal sum.

Shelburne Historical Society Société historique de Shelburne



14 September 2026

Town of Shelburne
162 Mowatt Street
P.O. Box 670
Shelburne, NS B0T 1W0

Dear Mayor Jacklin and Council,

On behalf of the Board of Directors of the Shelburne Historical Society, I am writing to advise that after careful consideration, the Society has made the decision to divest itself of one of its holdings on Shelburne's waterfront, the Blacksmith Lot at 14 Dock Street, at the corner of Ann Street.

The lot, commonly referred to as the Cox Warehouse parking lot, is used as public parking year-round and food vendor space during Town festivals. We believe it would make more sense for the Town to own it and would therefore like to offer it to the Town at no cost. The Property Identification Number is 80150543, the Assessment Account Number is 02167328 and the lot measures 7,535 square feet.

We are amenable to effecting this property transfer at the Town's earliest convenience. Thank you for your consideration.

Yours sincerely,

Jay Pilzer
President
Shelburne Historical Society

P. O. Box 39, 20 Dock Street,
Shelburne, Nova Scotia B0T 1W0

info@shelburnemuseums.com

www.shelburnemuseums.com



COUNCIL REPORT - FOR DECISION

Subject: Visitor Information Centre TOS2026-004 – Award
Date: October 14th, 2026
Authority: NA
Council Dates: October 19th, 2026
Prepared by: Mike Kahn, Director of Planning and Development

Document #	
D26-110	
Rec'd by JD	
Date Oct. 14/26	
COPIES TO:	
Council	✓
Agenda	✓
Committee	

Background

On May 19, Council adopted the following motion regarding the Visitor Information Centre (VIC):

THAT Council directs staff to develop a request for proposals to lease the Visitor Information Centre, with a right of first refusal to buy the property should Council declare it surplus, reporting back with a draft RFP for Council review at the June 1st Council meeting.

Following Council's direction, staff received considerable public interest regarding potential future use of the building. Staff investigated the possibility of subdividing the building onto its own lot, as it is currently part of the King/Dock Street right of way (part of the street itself). As part of this review process, it was determined that there has been infilling of the Harbour for the VIC that may not have been approved by the Federal government as a reduction in the legally defined federal Harbour.

Discussions with surveying professionals have indicated that resolving these land and boundary matters, and establishing a marketable land title, could take a significant amount of time. It is likely to take months or even years to fully resolve these issues.

Council previously directed staff, through Motion M26-080, to re issue the Visitor Information Centre (VIC) Request for Proposals with an extended timeline following the initial procurement process, which did not result in any submissions. Numerous addenda were launched through the course of the tender process. The original closing date of Sept 16th had been adjusted forward 1 week to allow Town staff time to answer the more in-depth questions. As of September 23rd, at 3pm, 2026.

On October 5th, 2026, Council received 4 presentations from the 4 respondents to the request for proposals.

Analysis

Following a review of the written submissions, presentations to Council, and the evaluation criteria established in RFP TOS2026-004, staff are recommending Council award the VIC lease with option to purchase to **The Happy Bubble**.

The Happy Bubble proposal achieved the highest overall evaluation score, demonstrating a strong business case, a clear vision for use of the facility, and the most favorable financial proposal in terms of both lease revenue and potential purchase value.

Next Steps

Should Council approve this recommendation, staff will enter into negotiations with The Happy Bubble to finalize the terms of a lease agreement, including any proposed renovations, improvements, or operational requirements associated with the property.

A draft lease agreement, including the option to purchase, will be presented to Council at a future meeting for consideration and approval.

Options

	Pros	Cons
Option 1 – Direct Staff to enter into negotiations for a lease with option to purchase	• Provides an opportunity for a new business to operate within the community • Generates lease revenue for the Town • Uses high visibility space • Responds to demonstrated public and business interest in the site	• Facility would no longer be available for Town use
Option 2 – Postpone decision on VIC	• Retains the facility for potential Town use • Allows Council additional time to consider future options for the property	• Does not generate lease revenue • Ongoing maintenance & operating costs remain the responsibility of the Town • Does not address public interest in the site

Recommendation

THAT Council direct staff to enter into negotiations with The Happy Bubble for the lease of the Visitor Information Centre, including an option to purchase, in keeping with the information provided as part of TOS2026-004 bid;

AND THAT staff be directed to prepare a lease agreement, including an option to purchase, for Council's review and approval at a future meeting.



COUNCIL REPORT - FOR DECISION

Subject: Morvan Road Landfill Decommissioning Project –
Public Engagement and Technical Consulting Costs

Authority: Council

Council Date: October 19, 2026

Prepared by: Jane Crowell, Manager of Finance

Document #	
D26-111	
Rec'd by JD	
Date Oct. 14/26	
COPIES TO:	
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Committee	☐

Purpose

To seek Council approval for a transfer of \$22,269 from the General Operating Reserve to the General Operating Budget to fund additional consulting services provided by Dillon Consulting Limited related to public engagement and technical communications for the Morvan Road Landfill Decommissioning Project.

Background

The Town continues to advance the Morvan Road Landfill Decommissioning Project, which involves environmental investigations, technical assessments, regulatory requirements, and long-term site management.

Given the project's complexity and community interest, Council and staff have prioritized transparency and public access to information throughout the process. Environmental and engineering reports contain specialized technical information that can be difficult for residents to interpret. To ensure the community received information directly from the professionals responsible for the work, the Town hosted a public Town Hall on June 24, 2026, with Dillon Consulting Limited, the Town's independent environmental and engineering consultant.

The intent was to provide residents with an opportunity to hear the findings firsthand, ask questions directly of the technical experts, and receive explanations from the individuals who completed the investigations and prepared the reports. This approach helped ensure that technical information was presented accurately and without interpretation by Town staff, while supporting transparency and informed public discussion.

Analysis

Dillon's involvement included preparation for the Town Hall, review of historical project information, coordination with staff, development of presentation materials, attendance at the public meeting, and responding to technical questions raised by residents.

These services exceeded the scope of the original consulting agreement, which was primarily focused on environmental and engineering work associated with the landfill decommissioning project.

As a result, Dillon submitted Change in Scope No. 003, dated July 28, 2026, identifying additional professional services related to stakeholder engagement and technical communications.

Staff believe this work was necessary to support Council's commitment to transparency and to ensure residents had direct access to independent technical expertise throughout the process.

Financials

The additional consulting costs total \$22,269 and were not included in the approved 2026/27 General Operating Budget.

Staff recommend funding the expenditure through a transfer from the General Operating Reserve.

The optimal balance for the General Operating Reserve is \$979,970. Following all anticipated and budgeted transfers, including the proposed transfer outlined in this report, the reserve balance is projected to be \$979,775.

The proposed transfer would support the Town's commitment to public engagement while maintaining the General Operating Reserve substantially in line with its identified optimal balance.

Recommendation

THAT Council approve a transfer of \$22,269 from the General Operating Reserve to the General Operating Budget for the 2026/27 fiscal year to fund additional professional consulting services provided by Dillon Consulting Limited in support of public engagement and technical communications related to the Morvan Road Landfill Decommissioning Project.



COUNCIL REPORT - FOR DECISION

Subject: Water Utility- Meter Reading Equipment Replacement
Date: October 13, 2026
Council Date: October 19, 2026
Prepared by: *Jeremy Renaud, Assistant Treatment Plant Operator*

Document # D26-112	
Rec'd by JD	
Date Oct. 14/26	
COPIES TO:	
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Agenda	☒
Committee	☐
	☐

Purpose

The purpose of this report is to request Council approval to purchase a replacement Neptune R900 belt clip transceiver (BCT) meter-reading device for the Water Department.

Background

The Water Department requires a belt clip device to support its Neptune water-meter reading activities. Staff have discussed the issue of the current device not booting up properly with Neptune customer support. Neptune confirmed that the existing BCT has a major fault and cannot be repaired since the BCT currently used is inactive/discontinued and is no longer serviceable.

Analysis

The BCT is a crucial tool for water-meter reading work. Without a functioning unit, staff would have to manually read more than three hundred water meters. This would require additional staff time and effort compared when using the BCT and would make the meter-reading process less efficient.

Next Steps

1. If approved, issue the purchase order to Flowstar within the quotation's validity period.
2. If approved, plan meter-reading work around the estimated 10–12-week lead time.
3. If approved, contact Neptune to determine whether a recommended maintenance or inspection schedule is appropriate for the BCT, with the aim of identifying potential equipment issues earlier and reducing the likelihood of unexpected failures in the future.

Financials

Flowstar, the Water Departments Neptune supplier, has provided a quote for a new R900 Belt Clip Transceiver at \$13,381.95 before tax, with tax of \$1,873.47 for a total amount of \$15,255.42. The quote is valid until November 12, 2026. Freight and sundries are extra.

Options

Options	Pros	Cons
Purchase new Belt Clip Transceiver	Replaces a unit Neptune has confirmed is faulty, unrepairable, and discontinued; restores meter-reading capability.	Estimated cost of \$15,255.42 including tax, before freight and sundries, which was not budgeted for in the 2026/27 budget.
Defer purchase / assess repair or alternatives	None	The existing unit cannot be repaired and is no longer serviceable, so deferring replacement will affect meter-reading work.

Recommendation

That Council approve the purchase of one replacement Neptune R900 Belt Clip Transceiver from Flowstar at a cost of \$15,255.42, with freight and sundries additional.

Attachments:

1. Flowstar quotation No. 17698



332 Industrial Avenue
Truro NS B2N 6V7
CANADA

Phone: 9028960041

Town of Shelburne

PO Box 670
Shelburne NS B0T 1W0
CANADA

Jeremy Renaud
(902) 874-2022

SHIP TO

Shelburne Waste Water

9 Rose Island
Shelburne NS B0T 1W0
CANADA

SALES QUOTATION

Document Number 17698	Document Date October 13, 2026	Page 1/3
Customer Reference Belt Clip	Valid Until 11/12/2026	
Your Contact Andrew Burgess andrewb@flowstarind.ca Truro Office: 9028960041		
Account Sales Rep Andrew Burgess	Incoterms: FCA Truro, NS	

Line	Item Code	Description	Quantity	UoM	Unit Price	Extended Price
1	.13302-200	R900 Belt Clip Transceiver	1.00	EA	CAD 13,381.95	CAD 13,381.95

Terms & Conditions

Prices are in Canadian Funds unless otherwise stated

Taxes, Freight & Sundries Extra.

The prices quoted are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or if existing ones are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), resulting in higher costs, Flowstar reserves the right to adjust the pricing of the affected goods accordingly. Flowstar is not obligated to deliver the goods and/or services until a new price agreement is reached.

Flowstar Terms and Conditions Apply (unless otherwise stated on this document)

Validity 15 days, Subject to prior sale

GST #869264192

Total of Goods	CAD 13,381.95
Tax Amount	CAD 1,873.47
Total Quote Amount	CAD 15,255.42

Payment Terms: N30

Payments received via credit card will have an additional 4% convenience fee added

TERMS & CONDITIONS

1. DEFINITIONS: The following defined terms mean:

"Company" means Flowstar Industrial ULC., d.b.a. Flowstar.

"Purchaser" means party named on the order confirmation as the purchaser of the Goods or Services.

"Agreement" means the order confirmation, together with all documents, drawings and specifications referred to therein, including these Terms and Conditions.

"Equipment" means all supplies, goods, materials, equipment, components and spares required to be supplied by the Company in accordance to the Agreement.

"Services" means all labour, supervision, administration, supplies, tools, equipment and other work and materials to be supplied, installed performed or otherwise used by the Company as required by the Agreement.

"Substantial Completion" means that a substantial part of the work is ready for use or is being used for the purpose intended.

"Completion" means

a) in relation to Services, that the Services have been fully performed and completed; and

b) in relation to Equipment, the Equipment has been fully completed, supplied and delivered, each in accordance with the Agreement.

2. **EFFECT:** These terms and conditions form part of every Agreement entered into by the Company with a Purchaser. If the Purchaser authorizes the Company to supply Services or Equipment, then these terms and conditions shall apply, unless an authorized representative of the Company agrees in writing to different terms and conditions. Any variation will affect only those terms and conditions specified, and the remainder will remain in force without amendment. Company's acknowledgement of Purchaser's purchase order shall not constitute acceptance of any terms and conditions therein regardless of how such terms and conditions may be prefaced or described.

3. **LAW:** The contract between the Company and the Purchaser shall be construed under and governed by the laws of the Province of British Columbia and Canada, regardless of where the contract is made or performed. Subject to paragraph 18, the courts of the Province of British Columbia shall have exclusive jurisdiction over any dispute arising from or regarding this Agreement. Compliance with local laws or standards relating to the location, use or operation of the Equipment, by itself or in conjunction with other equipment, and including any fines or penalties, shall be the sole responsibility of the Purchaser.

4. **TITLE AND RISK:** Title and risk of loss of or damage to the Equipment shall pass to the Purchaser when the Equipment is shipped, whether from the manufacturing facility or the Company's premises. The Purchaser agrees to insure the Equipment with the Company named as loss payee until the Company has been paid in full.

5. **CREDIT AND PAYMENT TERMS:** The Purchaser shall furnish to Company all financial information reasonably requested by Company from time to time for the purpose of establishing or continuing Purchaser's credit limit. The Purchaser agrees that the Company shall have the right to decline to extend credit to Purchaser and to require that the applicable purchase price be paid prior to shipment. The Purchaser shall promptly notify the Company of all changes to the Purchaser's name, address, or the sale of substantially all of its assets. The Company shall have the right from time to time, without notice, to change or revoke the Purchaser's credit limit on the basis of changes in the Company's credit policies or the Purchaser's financial conditions and/or payment record. Unless the Company has made a contrary agreement in writing, payment for the Services and Equipment is due within 30 days following the earliest of:

a) Shipment or offer to ship the Equipment to the Purchaser;

b) Substantial Completion of the Services;

c) The date of the Company's invoice to the Purchaser.

Overdue amounts will bear interest at 2% per month, compounded monthly (26.82% per annum) until paid. Payment is due without set off or counter-claims for any amounts claimed by the Purchaser or any affiliate of the Purchaser from the Company, whether or not such claim arises out of this agreement.

Company shall issue its invoice upon shipment or upon readiness to ship, whichever is earlier. Depending on the value of the order, the Company may at its sole discretion require progress payments.

6. **SECURITY INTEREST:** The Company retains a security interest in the Equipment, and any proceeds derived from the sale or exchange of the Equipment, until the price has been paid in full. The Purchaser agrees to notify the Company immediately of any change in the location of the Equipment, and to take all steps requested by the Company to establish, perfect, continue, and enforce the security interest. The Purchaser waives the right to receive copies of any financing statement, financing change statement, or verification statement.

7. **DELIVERY:** Any delivery date specified is an estimate only, and subject to delay caused by labour disputes, shortages of material, transportation or manufacturing delays, inclement weather or other cause beyond the reasonable control of the Company. The Company will take commercially reasonable steps to meet any delivery date specified, but will not be liable for the consequences of delay in delivery.

8. **TAXES AND DUTIES:** The price does not include any present or future federal, provincial, state or local licenses, permits, sales taxes or assessments which may be applicable to or result from the sale of Equipment or Services. Unless otherwise stated, the price does include customs or import duties. Tax exemptions must be clearly noted on Purchaser purchase orders or the appropriate documentation must be presented to Company.

9. **PRICES:** Unless specified on the quote, prices are guaranteed for 30 days from date of quote.

10. **CANCELLATION POLICY:** Order cancellation requires written consent from Company. Cancellation of standard product normally stocked and without modification will incur a 25% cancellation charge. Nonstandard or modified product cannot be cancelled without written consent. The Purchaser will agree to pay for all cancellation costs, expenses, commitments, liabilities, and other costs including overhead incurred with respect to all uncompleted goods.

11. **RETURNS:** The Purchaser shall not return any Equipment to the Company without prior written authorization. Any authorized returns will be subject to a minimum 20% re-stocking charge. Returns must be prepaid, unopened, unused and ready for resale. Product shall be deemed suitable and not returnable after 60 days from delivery date.

12. **WARRANTY:** The Company warrants that the Equipment and Services will be free of defects in material and workmanship for a period of twelve months from the date the Purchaser begins to operate the Equipment, or eighteen months from the date of shipment to the Purchaser, whichever shall first occur. The Company may, at its option, repair or replace the Equipment and Services. Subject to the limitations of liability and remedies set out in Section 12, the Seller warrants its Product(s) and/or Services as follows: Re-Sale Products: The product(s) manufactured by any third party (including the Seller's principals and their affiliated companies) provided by the Seller to the Buyer as the manufacturer's distributor shall be subject to the manufacturer's standard warranty. The Buyer agrees that the Seller shall have no liability for correcting any defect in the materials and workmanship in any re-sale Product(s) and that the Seller's only obligation is to make a reasonable commercial effort to assist the Buyer in making a warranty claim as against the manufacturer's standard warranty. Services: Any Services supplied by the Seller, including component integration, device configuration and the repair of Product(s) are warranted against defects in workmanship for a period of the earlier of ninety (90) days from the date of the installation of the Product(s) or one hundred and twenty (120) days from the date of the delivery of the product(s) to the Buyer. Any interpretative services provided by the Seller are not warranted either as to the accuracy or correctness of any such interpretations or any recommendations made by the Seller based upon these interpretations.

This warranty specifically excludes:

a) any claim where the Purchaser has not stored, installed, maintained or operated the Equipment in accordance with the manufacturer's specifications or instructions;

b) the cost of any repairs, replacements, or adjustments (including labour) to the Equipment performed by the Purchaser or others;

c) the effects of corrosion, erosion, or normal wear and tear;

d) any claim which the Purchaser has not immediately reported, in writing, to the Company;

e) any claim where the Purchaser has not complied with specific recommendations of the Company or the manufacturer of the Equipment;

f) any warranty with respect to the performance of the Equipment, unless given by the Company in writing, and in that event, the Company's sole obligation shall be as specified in this paragraph 12, as limited by paragraph 13.

13. **LIMITATION OF LIABILITY:** The warranty given in paragraph 12 excludes all other warranties, whether express, implied, contractual, statutory or otherwise. All implied warranties, including any warranty of merchantability or fitness for a particular purpose, are hereby disclaimed. The Company makes no other warranty or representation of any kind whatsoever, except as to title to the Equipment.

The maximum liability of the Company with respect to this contract, the Equipment and the Services, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise, shall not exceed the price of the Equipment or Services upon which such liability is based.

The Company shall in no event be liable to the Purchaser for any consequential, incidental, indirect, special or punitive damages arising out of this contract, any breach thereof, any defect in, failure or malfunction of the Equipment and Services, whether based upon lost goodwill, lost profits or revenue, interest, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation of the Equipment, loss of use of electrical



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systems, cost of purchase of replacement power, claims of the Purchaser or customers of the Purchaser for service interruption, or otherwise, and whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

14. **SURVIVAL OF AGREEMENT:** The effect of these terms and conditions shall survive the delivery and completion of the purchase contemplated by this agreement.

15. **SEVERABILITY:** If any provision in these terms and conditions is held by a court of competent jurisdiction to be contrary to law, the remaining provisions will remain in full force and effect.

16. **FORCE MAJEURE:** Neither Purchaser nor Company shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other Party which could not reasonably have been anticipated or prevented. Force Majeure shall include, but not be limited to acts of any governmental authority, unusually severe weather, floods, power outages, epidemics, war, acts of terrorism, riots, strikes, lockouts, exercise of police power, condemnation, or eminent domain. The foregoing shall not give rise to any claims or damages or be considered a waiver by either Party of the obligations of this Agreement.

17. **NO WAIVER:** Failure of the Company to enforce these terms and conditions, on any occasion, shall not operate as a waiver of such provisions or rights on future occasions.

18. **ARBITRATION:** Any dispute between the Company and the Purchaser concerning the purchase of Services or Equipment, or these terms and conditions, shall be resolved by a single arbitrator appointed and acting under the Arbitration Act; the arbitrator's decision shall be final and binding upon the parties. The arbitration shall be held in Vancouver, British Columbia.

19. **ENTIRE AGREEMENT:** These terms and conditions and the Company's order confirmation contain the entire agreement between the parties, and supersede all prior contracts or negotiations. There are no representations, warranties, conditions, collateral agreements, understandings, or inducements which are not contained in these terms and conditions, or the order confirmation.

20. **ASSIGNMENT:** Neither party shall assign its interest in this contract without the written consent of the Company.

21. **GENERAL:** These terms and conditions are the official terms and conditions for sale between the Company and Purchaser and may be amended from time to time without notice at Company's sole discretion.

22. **TARIFFS:** Prices quoted are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote.

If any new tariffs, duties, taxes, or similar charges are imposed, or if existing ones are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), resulting in higher costs, the Company reserves the right to adjust the pricing of the affected goods accordingly. The Company is not obligated to deliver the goods and/or services until a new price agreement is reached.

The prices listed in sales orders are based on the tariff rates, duties, government charges, and trade regulations effective as of the sales order Effective Date. If any new tariffs, duties, taxes, or similar charges are imposed, or if existing ones are increased or modified by any government or regulatory authority (collectively, "Tariff Changes") after the Effective Date, resulting in higher costs, the Company reserves the right to adjust the pricing of the affected goods accordingly. The Company is not obligated to deliver the goods and/or services until a new price agreement is reached.