



TOWN OF SHELBURNE

REGIONAL EMERGENCY MANAGEMENT BY-LAW (REMO)

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

SHORT TITLE

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

INTERPRETATION

2. In this By-law,
 - (a) **Act** means the *Emergency Management Act*, S.N.S. 1990, c.8;
 - (b) **Agreement** means an Agreement entered into pursuant to section 10(1)(c) of the Act, and section 60 of the *Municipal Government Act* on February 18, 2025, among the Municipality of the District of Barrington, Municipality of the District of Shelburne and the Towns of Lockeport, Shelburne and Clarks Harbour to form a REMO;
 - (c) **REMO** means regional Emergency Management Organization formed subsequent to the signing of the agreement;
 - (d) **PMU** means participating municipal units to the agreement;
 - (e) **MA** means municipal administrators which includes Chief Administrative Officers and Clerks or successor legislation as may be enacted from time to time;
 - (f) **CAO** means Chief Administrative Officer of the Town of Shelburne in accordance with the MGA;
 - (g) **Council** means the Council of the Town of Shelburne;
 - (h) **Councillor** means a member of the Town of Shelburne Council;
 - (i) **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 Province;
 - (j) **Mayor** means the Mayor of the Town of Shelburne;

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- (k) **MGA** means the *Municipal Government Act*, S.N.S., 1998 c.18, as amended;
- (l) **Town of Shelburne** means the Town of Shelburne;
- (m) **Emergency Management Advisory Committee** means the Advisory Committee established pursuant to s. 10(1)(d) of the Act;
- (n) **Emergency Management Coordinator** means the person appointed by Council to coordinate plans and responses related to an Emergency;
- (o) **Emergency Management Organization** means the organization required pursuant to s. 10(1)(b) of the Act;
- (p) **Emergency Management Planning Committee** means a committee comprising public sector staff and not-for-profit personnel with a mandate to assist the Emergency Management Coordinator and the Emergency Management Advisory Committee;
- (q) **Emergency Management Plans** means plans, programs or procedures prepared by the REMO 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 and the protection of property in the event of such an occurrence, as set out in clause 2(d) of the Act; and
- (r) **State of Local Emergency** means a state of local emergency declared by the Town of Shelburne pursuant to the Act and enabled regulations, and this By-law.

DECLARING A STATE OF LOCAL EMERGENCY

3. In accordance with the Act, Council may declare a State of Local Emergency when satisfied that an Emergency exists or may exist in all or any area of the Town of Shelburne.
4. If Council is unable to act promptly per section 15 of the Act, the Mayor may declare a State of Local Emergency.

LOCAL AND REGIONAL EMERGENCY MANAGEMENT

6. In accordance with s. 10 of the Act and with this By-law, the Town of Shelburne may enter into an Agreement with the [Municipality of Barrington, Municipality of Shelburne, Towns of Lockport and Clarks Harbour] to form a Regional Emergency Management Organization (REMO). With an Agreement in effect, a Regional Emergency Advisory Committee shall act in the stead of the Town of Shelburne's Emergency Advisory Committee. Similarly, a Regional Emergency Management Planning Committee and a Regional Emergency Management Coordinator will act in place of a Municipal Committee and Coordinator.
7. An Emergency may be declared a State of Local Emergency by the Council or by the Mayor in accordance with the Act regardless of whether the State of Local Emergency is exclusive to the Town of Shelburne.

8. The CAO shall appoint a [municipal] staff member to serve as a [municipal] liaison to the Regional Emergency Management Planning Committee.
9. Once the State of Local Emergency is declared, and when the declared State of Local Emergency involves two or more of the parties to an Agreement, the Mayor shall authorize REMO to act in his or her stead during the declared State of Local Emergency per subsection 15(1)(b) of the Act. REMO will work in coordination with the PMU's and their respective MA's involved in the emergency such that each PMU retains the authority to make decisions for its respective PMU during an emergency, irrespective of the identity or affiliation of the incident commander. This ensures local autonomy and governance are maintained, allowing each PMU to address specific needs and circumstances unique to their jurisdiction while still cooperating with the broader REMO emergency management framework. As an example, specific needs of PMU's and their respective MA's may include issues such as creating evacuation zones, road closures, resident and elected official communications and any other activities normally conducted in emergency coordination center.
10. When there is an Agreement in effect, and when the declared State of Local Emergency is exclusive to the Town of Shelburne, the Mayor shall authorize REMO to act in his or her stead during the declared State of Local Emergency per subsection 15(1)(b) of the Act. REMO will work in coordination with the PMU's and their respective MA's involved in the emergency such that each PMU retains the authority to make decisions for its respective PMU during an emergency, irrespective of the identity or affiliation of the incident commander. This ensures local autonomy and governance are maintained, allowing each PMU to address specific needs and circumstances unique to their jurisdiction while still cooperating with the broader REMO emergency management framework. As an example, specific needs of PMU's and their respective MA's may include issues such as creating evacuation zones, road closures, resident and elected official communications and any other activities normally conducted in the emergency coordination center.
11. Cost-recovery policy under REMO shall be detailed in the Agreement.

REGIONAL EMERGENCY MANAGEMENT ORGANIZATION AGREEMENT

12. The Council hereby authorizes the establishment of a REMO pursuant to an Agreement per section 10 of the Act.
13. Without limitation, an Agreement shall contain provisions respecting:
 - (a) the composition and role of a Regional Emergency Advisory Committee.
 - (b) the terms of engagement and responsibilities of a Regional Emergency Management Coordinator; and
 - (c) the composition and role of a Regional Emergency Management Planning Committee.

DUTIES DURING AN EMERGENCY

14. Following the activation of any Emergency Plan or a declaration of a State of Local Emergency:

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- (a) MA's and/or their designee's shall work in coordination with REMO to respond to the emergency and enact the emergency management plan;
- (b) Every Councilor shall advise the Mayor as to their location and how they may be contacted;
- (c) Every employee and agent of the Town of Shelburne who has a role in such emergencies as assigned in the Emergency Management Plans, shall:
 - i. Advise the Emergency Management Coordinator or the Regional Emergency Management Coordinator, as the case may be, of their location and how they may be contacted; and
 - ii. Fulfill such duties as may be prescribed by the Emergency Management Coordinator or the Regional Emergency Management Coordinator, as the case may be.

REPEAL

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

Date of First Reading: October 20th, 2025
Date of Advertisement: November 3rd, 2025
Date of Second Reading: November 17th, 2025
Advertisement of Passage:
Mailed to the Minister:

I certify that this REGIONAL EMERGENCY MANAGEMENT BY-LAW was adopted by Council and published as indicated above

CAO, Sarah Mattatall

Date