



AGENDA
Town Council Meeting – Black Loyalist Heritage Centre
November 3rd, 2025
6:00 p.m.

Doc Ref:

1) Call to Order

2) Approval of Agenda

3) Approval of Minutes from the Regular Town Council meeting held on October 20th, 2025

4) Proclamations and Announcements:

- a) Domestic Violence Awareness Month- November
- b) Veterans' Week- November 5th-11th, 2025
- c) Remembrance Day- November 11th, 2025
- d) National Child Day- November 20th, 2025

5) Delegations/Presentation:

- a) Simon Mangan – Guild Hall Market D25-205

6) Correspondence:

Action: NONE

Information:

- a) Letter – PVSC re: Property Assessment and the Municipal Modernization Act D25-206
(Bill No. 141)
- b) Email – PVSC re: Operating Budget and Municipal Funding Requirement D25-207
- c) Letter from Minister John A. MacDonald to Mayors, Wardens & Councillors D25-208

7) Council Items:

- a) REMO By-law, Second Reading D25-197
- b) Community Water Access Proposal- Shelburne County Arena D25-209

8) Committee Reports:

- a) Committee Assignments D25-210
- b) Equity, Diversity and Inclusion (EDI) & Accessibility D25-211

9) Staff Reports:

- a) 80 Hammond MPS and LUB Amendment- First Reading D25-212
- b) Drought Response and Watermain Extensions D25-213
- c) Code of Conduct Investigator D25-214
- d) Landfill Reclosure Project Phase 2 D25-215
- e) Water Utility Report D25-216

10) In Camera Session: NONE

11) New Business



Town of Shelburne
Minutes of the Regular Council Meeting
October 20th, 2025

Council Members Present

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

Staff Present

Chief Administrative Officer, Sarah Mattatall
Executive Coordinator, Jessie Dyer
Director of Planning & Development, Mike Kahn
By-law Enforcement Officer, Dana Nash

Call to Order

Mayor Jacklin called the Council meeting to order at 6:01pm and thanked everyone for coming.

Approval of the Agenda

THAT Council approves the agenda for October 20th, 2025, Council Meeting, with the addition of Item 9 (g) – Janitorial Request for Tender (RFT) TOS2025-007.

E. Acker - Ringer

MOTION CARRIED

Approval of the Minutes

THAT Council approves the minutes from the regular Town Council Meeting held on October 6th, 2025.

Cruz – D. Acker

MOTION CARRIED

Proclamations and Announcements: NONE

Delegations/Presentations: NONE

Correspondence

MOTION CARRIED

b) Shelburne Harbour Yacht Club

THAT Council directs staff to prepare necessary agreements or amendments to agreements with the Shelburne Harbour Yacht Club (SHYC) to: permit the use of the sailing school for boat storage; permit the use of Town Land, PID 82553371 for boat and dock storage; permit the yacht club to restrict access to the marina during non-peak times; and permit the SHYC to separate the electrical metering from the mill building and sailing school.

AND THAT Council directs staff to work with the Shelburne Harbour Yacht Club regarding other repairs, including discussion of costs, to be brought forward as part of the 2026/27 budget deliberations.

M25-118

E. Acker – Ringer

MOTION CARRIED

c) CAO Update

CAO Mattatall provided a verbal update on the following topics:

- Fire Truck Surplus
- Land Clearing- Exit 26- Hotel Project
- Black Loyalist Heritage Society Monument at the Cenotaph
- Roger Grovestine Recreation Complex
- Drought Conditions- Free Water Program Initiative

For a detailed update on these topics please refer to the Town Council Meeting video.

d) Building Inspector's Report- September

e) SVFD Report- September

f) By-law Officer Report- September

The above reports are for information only.

g) Janitorial Request for Tender (RFT) TOS2025-007

THAT Council award the Janitorial Services Contract for the Town Hall and Post Office to Inside Out Cleaning for the period of November 1st, 2025, to November 1st, 2026, with the option to renew annually up to five (5) years at a cost of \$52,079.40 plus HST per year.

M25-119

Cruz – E. Acker

MOTION CARRIED

In- Camera Session:

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

Stanley Jacklin, Mayor

Sarah Mattatall, CAO

DRAFT



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

Document #	D25-205
Rec'd by	JD
Date	Oct. 23/25
COPIES TO:	
Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Council Chambers, Committee	ext. 8 or

Meetings of Shelburne Town Council and Town Committees regularly take place at the Town Office, 63 King Street, Shelburne, Nova Scotia. Please call the Town Office to confirm meeting date(s) at 902-536-2222 or check the Town of Shelburne website at www.shelburnens.ca.

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

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

Name of Presenter: SIMON MANGAN
 Address: 169 WATER STREET, BOT IWO
 Phone: 902 874 0957 Email: SIMONMANGAN@GMAIL.COM

Council/Committee you wish to appear before:

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

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

Request for permission to carry out landscaping work at the Guildhall.

Date of Council/Committee meeting at which you wish to appear: 3RD November.

Are you representing:

- Yourself
- An Organization/Society/Club (Name): Guildhall Market.
- A Business (Name): _____
- Other (Please Specify): _____

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

See ~~submit~~ submitted email.

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

Please return the completed form to:

Jessie Dyer, Executive Coordinator, Town of Shelburne, 162 Mowatt Street, Shelburne, NS, jessie.dyer@shelburnens.ca
(902) 875-2991 ext. 4, Fax: 902-875-3932.

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

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

Signature



For Office Use Only:

Date Request Received: Oct. 23/25 _____

Approved Refused

Reason for Refusal: _____

Applicant Notified

If Approved, Date of Presentation: NOV. 3/25 _____

Signature of Executive Coordinator/Committee Secretary  _____

Proposal for Landscaping work at the Shelburne Guildhall on behalf of the Shelburne Guildhall Farmers Market.

Summary :

This proposal seeks to increase the usable and accessible area available to the Guildhall users and repair wear and tear damage that has created safety issues.

Part 1

This is our BBQ area after one season:



The season long drought is the only thing that has stopped this area being a mud bath.

Document #	
D25-805	
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RE-GRADED
GRASS

OLD
GRAVEL

NEW
GRAVEL

NEW
10x20
PAD

SHED

Guildhall

This came to our attention when several wheelchairs and push chairs were falling off this edge. One guy slammed his wheelchair into one of the pillars trying to get up the curb.

We know of a member of the public had a fall at another Market and sued the Market manager and Farmers Markets Nova Scotia. This is a liability issue where our insurance provider would possibly look to counter-sue our landlord.

We would like to fix the problem by topping up the soil level and reseeded all affected grass areas.

The wire garbage bins on the corner of the Guildhall are too high traffic for grass and should be filled with the same fine white gravel as the seating area.

Final Comments

This plan has had the whole season to mature, with regular meetings with those that use this space on Sundays to make sure everyone is happy on our side. The members of the board have approved it as capital expenditure, so the \$6000 is fully funded (although financial help is always appreciated).

Will Butler has been consulted, to make sure we don't give him any new headaches. He prefers concrete rather than paving slabs so we have used as much concrete as we can afford.

We are using local contractors – Nick Stewart for concrete and Brandon Davis for grading, so that the money earned from the townspeople stays in town.

If you have any questions or would like me to talk it through with council, my number is 902-874-0957.

Thank you

Simon Mangan

President of the board, Shelburne Guildhall Market.

22-10-2025

Document #	DAS-2020
Rec'd by	JD
Date	Oct. 21/25
COPIES TO	
Council	✓
Agenda	✓
Committee	

Memo

TO: Municipal Chief Administration Officers and Revenue/Tax Department Staff
FROM: Property Valuation Services corporation
DATE: October 14, 2025
SUBJECT: Property Assessment and the *Municipal Modernization Act* (Bill No. 141)

Purpose

This memo provides important information to municipal staff and elected officials on Property Valuation Services Corporation's (PVSC) authority within the *Nova Scotia Assessment Act* R.S., c. 23, s. 1 ("*Assessment Act*") related to the valuation and CAP administration of properties impacted by natural disaster, having regard to the recent introduction and passage of Bill 141.

Background

Section 45A of the *Assessment Act*, which establishes the Capped Assessment Program (CAP), does not specify how the CAP applies to new construction following property loss from fire or other natural disasters.

In 2023, following the destruction of 165 properties in wildfires, the Province passed a regulation directing PVSC to use each affected property's 2023 capped assessment when administering the CAP upon completion of reconstruction. This measure was intended to alleviate financial hardship for affected homeowners and applied only to that specific class of properties rebuilt after the 2023 wildfires.

On October 3, 2025, the *Municipal Modernization Act* came into effect, giving municipal councils the authority to establish policies that reduce taxes payable on properties rebuilt after being destroyed by wildfire, hurricane, flood, storm, or other natural disaster.

Implication

The authority to provide tax relief to property owners rebuilding after natural disaster now rests solely with municipalities. PVSC does not have the authority to replicate the 2023

Frequently Asked Questions

Can PVSC help create a tax relief policy?

The authority to create and administer tax relief policies rests with the municipality. PVSC can provide information and technical input during policy development to help ensure clarity around assessment processes and respective roles.

What role does PVSC play in supporting municipal tax relief programs?

PVSC provides information and assessment data to municipalities. This includes:

- A one-time revised opinion of value during a current assessment cycle upon request by the Municipal Clerk, which shows a property's assessed and taxable assessed values before and after destruction.
- Annual assessment roll which shows a property's assessed and taxable assessed values after destruction, which includes value from new construction or other changes to the property.

PVSC does not administer or implement tax relief; municipalities are responsible for designing and applying relief policies.

What is a revised opinion of value, and how should municipalities use it?

A revised opinion of value is a one-time assessment letter provided to support tax relief for the current municipal year. It is not part of the assessment roll, cannot be appealed, and does not replace the annual assessment process. Municipalities may reference it when calculating or approving tax relief under their local policies.

How often will PVSC update a property's assessment after reconstruction?

PVSC's annual assessment process will reflect reconstruction or other property changes each year. For example, a property rebuilt in 2025 after a natural disaster will have its updated assessed and taxable assessed values included on the official 2026 assessment roll.

Does PVSC monitor rebuilding efforts?

Municipalities are responsible for issuing building and occupancy permits. PVSC receives this information from each municipality and uses it, along with inspection and review processes, to assess the value of any new construction. If construction is not finished, a value will be added for the percentage that is completed.

Is there a process for providing tax relief when a single property is destroyed by fire or another natural disaster?



Park Place II
 Suite 200, 2nd Floor
 238A Brownlow Ave
 Dartmouth, NS B3B 2B4

Toll 800 380 7775
 Fax 902 287 8733
 www.pvsc.ca

Document # DAS-207	
Rec'd by JD	
Date Oct 27/25	
COPIES TO:	
Council	✓
Agenda	✓
Committee	

October 23, 2025

Dear: Sarah Mattatal

I am reaching out to provide advanced notification regarding Property Valuation Service Corporation's (PVSC) municipal funding requirements for fiscal 2026/27.

At PVSC, our cornerstone priorities are providing reliable, objective, and valued data products and services in a secure and cost-efficient manner. Through a disciplined approach to budgeting, cost management, resource utilization, and risk management, PVSC seeks to deliver excellent value to its clients. The 2025 Canadian industry benchmarking results reflect this focus — PVSC's cost per assessment is 41% below the national average, and we lead the country in assessed properties per appraisal staff.

Like the rest of the public sector, PVSC has seen increases in operational costs, with substantial increases in the cost of benefits, cyber security, information technology and postage.

Over the past five years, operational costs have grown by 24%. Despite these pressures, municipal billing has remained relatively flat, rising only 4% in total over the last five years (from \$17.7m in 2021/22 to \$18.4m in 2025/26). The ability to maintain a modest increase has been largely due to drawdowns from our Operating Reserve. The Operating Reserve will be fully depleted by the end of this fiscal year.

After careful consideration of available options, the Board, in its fiduciary duty to the Corporation, has approved a fiscal 2026-27 budget of \$21.6M which includes \$19.9M in municipal unit recovery, an 8% increase from fiscal 2025-2026. To mitigate impacts on municipalities, the budget is also supported by a planned drawdown from PVSC's Contingency Reserve.

The forecasted increase for fiscal years 2027/28 and 2028/29 is 8% and 4%, respectively.

To assist in planning, the table below provides insights into key metrics related to your funding share.



**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

Document #	
D25-208	
Rec'd by	
JD	
Date	
Oct. 27/25	
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Council	✓
Agenda	✓
Committee	

October 23, 2025

Dear Mayors, Wardens, and Councillors:

I am honoured to serve as Nova Scotia's Minister of Municipal Affairs. As I begin this role, I want to express my deep appreciation for the vital work municipalities do every day to support our communities.

I look forward to meeting many of you at the upcoming Nova Scotia Federation of Municipalities (NSFM) conference. This will be a valuable opportunity to listen, learn, and begin building strong working relationships grounded in collaboration and mutual respect.

Municipalities are key partners in shaping the future of our province. I am committed to working with you to advance shared priorities and ensure our communities continue to thrive.

Please do not hesitate to reach out to my office if there is anything you would like to discuss ahead of NSFM. I look forward to connecting with you soon.

Yours truly,

Honourable John A. MacDonald
Minister of Municipal Affairs

Document # D25-197	
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REGIONAL EMERGENCY MANAGEMENT BY-LAW

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* among the Municipalities of Barrington, Municipality of Shelburne and the Towns of Lockeport, Shelburne and Clarks Harbour;
 - (c) **CAO** means Chief Administrative Officer of the Town of Shelburne in accordance with the MGA;
 - (d) **Council** means the Council of the Town of Shelburne;
 - (e) **Councillor** means a member of the Town of Shelburne Council;
 - (f) **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;
 - (g) **Mayor** means the Mayor of the Town of Shelburne;
 - (h) **MGA** means the *Municipal Government Act*, S.N.S., 1998 c.18, as amended;
 - (i) **Town** means the Town of Shelburne;
 - (j) **Emergency Management Advisory Committee** means the Advisory Committee established pursuant to s. 10(1)(d) of the Act;
 - (k) **Emergency Management Coordinator** means the person appointed by Council to coordinate plans and responses related to an Emergency;
 - (l) **Emergency Management Organization** means the organization required pursuant to s. 10(1)(b) of the Act;

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:

- (a) Every Councillor shall advise the Mayor as to their location and how they may be contacted;
- (a) Every employee and agent of the Municipality of the County of Kings 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 Bylaw XX (Emergency Measures) are repealed and replaced by this Bylaw.

Document # D25-209	
Rec'd by JD	
Date Oct. 31/25	
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Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>
	<input type="checkbox"/>

From: Shelburne Arena <shelburnearena@gmail.com>

Date: October 23, 2025 at 4:39:09 PM ADT

To: Warren Macleod <warren.macleod@municipalityofshelburne.ca>, Sarah Macleod <sarah_whiteway_19@hotmail.com>, Joyce Young <townoflockeport@ns.sympatico.ca>

Subject: Community Shower Access

Hi Sarah, Warren and June,

The Shelburne County Arena is planning to open its facilities to residents who are currently experiencing dry wells, offering access to our showers during designated hours. As always, we recognize the importance of supporting our community during these challenging conditions and would like to ensure this is done in partnership with the Town(s) and Municipality.

To help offset the additional costs incurred from increased water usage, we are inquiring whether the Town of Shelburne, Town of Lockeport and the Municipality of Shelburne would consider reimbursing the water expenses associated with this initiative.

Please let us know if this would be possible and whether you require any further details from us regarding estimated costs or scheduling.

Thank you for your consideration and continued support in helping us provide this essential service to residents in need.

Kind regards,

Danyelle

SCAA President

Proposed Committee Appointments 2025/26: (Updated Nov 2025)

Internal:

Asset Management: 2 Council Members, Finance Manager
Audit Committee: All Council Members, Finance Manager, Finance & Tax Coordinator
Port Authority Committee: 2 Council Members, Finance Manager, Finance & Tax Coordinator
Source Water Protection Committee: 1 Council Member, Water Plant Operator, HR Coordinator
Heritage Advisory Committee: 2 Council Members, Director of Planning & Development, HR Coordinator

External:

Shelburne Events Committee: 1 Council Member, Executive Coordinator
Arena Commission: 2 Council Members
Region 6 Waste Management Committee: 1 Council Member, 1 Alternate
Library Western Zone Committee: 1 Council Member
RCMP Advisory Committee: 2 Council Members, Executive Coordinator
Roseway Manor Board: 2 Council Members
Shelburne & Area Chamber of Commerce: 1 Council Member
Accessibility Committee: 1 Council Member, Executive Coordinator
Housing Committee: 1 Council Member
Kids Fair Play Fund Committee: 1 Council Member
Roseway Hospital Charitable Foundation: 1 Council Member
REMO – Regional Emergency Management Organization: Mayor, 1 Council Member, CAO
Community Economic Development Committee: 1 Member
Municipal Joint Services Steering Committee: 2 Members
Amalgamation Steering Committee: 2 Members

Document #	
D25-210	
JO	
Date	Oct. 24/25
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Committee	

Mayor Jacklin:

Audit
 Port
 Source Water Protection
 Shelburne Events
 Region 6 (alternate)
 Roseway Manor Board
 REMO
 Amalgamation Steering Committee

Councillor D. Acker:

Asset Management
 Audit
 Arena
 RCMP
 Shelburne & Area Chamber of Commerce



COUNCIL REPORT – FOR INFORMATION

Document #	D25-211
Rec'd by	JD
Date	Oct. 31/25
COPIES TO:	
Council	✓
Agenda	✓
Committee	

Subject: Shelburne County – EDI & Accessibility Consulting Services RFP

Council Date: November 3rd, 2025

Prepared by: Sarah Mattatall, CAO

Overview

The five Shelburne County municipal units, the Municipality of the District of Barrington, Town of Clark's Harbour, Municipality of the District of Shelburne, Town of Shelburne, and Town of Lockeport, have developed Equity, Diversity, Inclusion, Anti-Racism (EDI) and Accessibility Plans, as mandated by the Province of Nova Scotia. These plans are at varying stages of implementation across the County.

Background

At the most recent Shelburne County Leadership Meeting (Mayors, Wardens, CAOs, and Clerks), the group discussed the ongoing challenge of implementing these plans with limited staff resources and available funding.

The group agreed that our municipal units could benefit from approaching this work from a shared perspective to ensure the success of these mandated plans. At this time, no commitments are being requested from the municipalities.

The concept discussed was that the work of the EDI and Accessibility Committees could be supported by a dedicated resource, either a consultant or a shared employee, who would help move the plans forward in a coordinated and thorough manner.

To help initiate this conversation and guide the discussion, an RFP (SCMT2501 – Equity, Diversity and Inclusion (EDI) & Accessibility Consulting Services) was drafted. This document outlines a potential framework for shared implementation support across the five units. The intent of the RFP is exploratory in nature, to determine how a dedicated resource might drive and coordinate the work of the various municipal EDI and Accessibility Committees.

Having a centralized support resource would help:

- Advance each municipality's individual plan in a structured and measurable way;
- Identify shared training and awareness opportunities; and
- Strengthen regional collaboration on issues of equity, inclusion, and accessibility.

This collaborative approach aligns with previous County initiatives and would provide a foundation for consistent progress while respecting each unit's autonomy. Once further details become



COUNCIL REPORT - FOR DECISION

Subject: 80 Hammond St: Proposed Amendments to Land Use Bylaw + Municipal Planning Strategy

Date: October 20th, 2025

Authority: MGA S. 210 and 212

Council Dates: November 3rd, 2025

Notice Date: N/A

Prepared by: Mike Kahn, Director Planning and Development
Daniel MacKay, HR & Admin Coordinator

Document #	
D25-212	
Rec'd by	
JD	
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Committee	<input type="checkbox"/>
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Background

The property at 80 Hammond Street, Shelburne, Nova Scotia (PID 80149032) is a single-detached dwelling situated at the seaside edge of the residential core of the Town of Shelburne. The structure is widely recognized as a mid-19th-century Gothic Revival home, reportedly constructed circa 1846. Although not formally designated under the provincial or federal heritage registers, the property exhibits strong architectural and contextual value within Shelburne’s historic townscape.

Having purchased the property and adjoining parcel directly across Hammond Street, the owners intend to repurpose the existing barn structure located on the main lot for use as a small café and artist space, incorporating an overhang deck to provide outdoor seating.

The intent of this adaptive reuse proposal is to create a community-oriented space that complements the heritage character of the property and surrounding neighbourhood, while supporting small-scale cultural and tourism activity. The owners have indicated that all exterior alterations will be designed to preserve the building’s historic appearance, materials, and architectural detailing.

To support the proposed use, the owners have also acquired the opposite parcel of land on Hammond Street, which they propose to develop as a small public park and off-street parking area associated with the café/artist studio. The requested amendments seek to enable this form of mixed-use development—balancing preservation of local heritage assets with opportunities for community and economic revitalization.

Proposed Development

The applicant intends to renovate the barn to house a gift gallery featuring local art, and a small eatery serving coffee, smoothies, bakery and breakfast items. From the applicant: “Our Hours will typically be 8 a.m. to 2 p.m., with an occasional special dinner or event. We do not intend to host large obnoxious events. Our overall atmosphere will be calm, family-oriented shopping and dining.”

See attachments 1 and 2 provided by the applicant.

	(ii) The adequacy of the sewer and water services to support the proposed development,	There is sewer with capacity adjacent to the property, and the property is connected to Town water.
	(iii) The adequacy of the road network in, adjacent to, or leading to the development	The road network is adequate, with the lot fronting on Hammond St, with potential access too Thomas St. No traffic concerns have been noted in the proposed area.
	(iv) The potential for damage or destruction of historical buildings and sites, and	The building itself has an extensive history and heritage. The owners are looking to preserve that history.
	(v) Its bulk and scale in relation to the existing surrounding development	The scale of this development is in keeping with the neighbourhood, which is predominately older single unit dwellings, often with moderate to large out buildings, such as the current site. The bulk of the structures is not expected to change significantly.

Compatibility and Impacts

Locating the parking on the Harbour side of Hammond St will also reduce noise and traffic impacts to residents on Thomas St. Some grading work may be needed to ensure proper sightlines for cars exiting the proposed parking lot. This will also ensure there is sufficient parking for the café.

The applicant has proposed a mid-block crossing of Hammond St which Town staff does not support, as it would be a mid-block crossing on a major street. The second parking lot entrance may also be problematic unless sightlines can be maintained.

Town staff will be recommending the crosswalk at Hammond and Thomas be painted, to be considered as part of the 2026/2027 budget process.

The cafe and retail space are limited in area by the barn, which itself is constrained by local topography, the existing hose a nearby brook and the property line to the rear. The property to east, behind the barn as shown in attachment 2, shouldn't be impacted by lighting given the hours of operation and the lack of windows in the rear of the building. Noise and odour impacts may periodically arise, but there is space for buffering, fencing or landscaping, should the need arise.

Public Feedback

At the staff-hosted Public Information Meeting held on October 15, 2025, 0 members of the public attended. No objections were received prior to the meeting closing.

Next Steps

1. Site Plan – Owners
2. Legend - Owners Site plan
3. Zoning and Context map

ATTACHEMNT 2 – Proposed Site Plan Legend (provided by applicant)

Map Legend for 80 Hammond Bylaw Amendment Application

1. Bill and Payne's Residence
2. The Barn: A.K.A. Baked and Brewed Breakfast Outfitter / GiftWorks Art Hub
3. Parking Area: Half acre purchased to accommodate five to eight vehicles
4. Abandoned Boat: To be turned into planter with flagpole
5. Disabled Parking: Off-street parking reserved for those with disabilities
6. Neighbor's Garage: Behind barn
7. Neighbor's Residence: Behind barn
8. Neighbor's Residence: Across Mill Creek
9. Neighbor's Residence: Across causeway beside ocean
10. Barn Deck
11. Sculpture garden with park bench seating nearby
12. Sculpture garden with park bench seating nearby

Note: We placed our main entrance near the center of our property to direct the flow of customers away from the neighboring properties and protect their privacy. After research of historic photos, we discovered that the front of the house originally had a stone retaining wall, with a picket fence around the entire property. We plan to restore these as closely as possible to the historic photos. The purchase of the half acre across the road for designated parking will also accommodate park bench seating, and a sculpture garden. The parking area will be marked as private property except during business hours. It will be open to the public from 8 a.m. to 5 p.m..



COUNCIL REPORT - FOR DECISION

Document #	D25-213
Rec'd by	JØ
Date	Oct. 30/25
COPIES TO	
Council	✓
Agenda	✓
Committee	

Subject: Drought Response
 Date: October 30, 2025
 Authority: NA
 Council Dates: November 3, 2025
 Prepared by: Mike Kahn, Director of Planning and Development Services

Background

The Town and surrounding area have been subject to drought conditions for months and the Town has now received reports of over 50 dry well of the Town's 917 private dwellings with 226 residential connections for Town water (includes Municipality of the District of Shelburne residential customers and connections that serve more than one dwelling). With the approaching freezing weather there are understandably increased concerns about how people will access water.

On October 27, 2025, the Town began offering water vouchers to residents, where residents can get a voucher for 4L of water per household member up to 4 persons. The Town is approved for the Request for Assistance from the Province, so the cost of this program will be covered by the province.

The Islands Provincial Park has remained open in part to allow members of the public to access water and showers; however, the facility is seasonal and cannot remain open when temperatures drop below freezing.

Previously during the 2016 drought the Town opened the Community Center/Fire Hall for residents to access showers and water.

On October 29, 2025, the Municipality of District of Shelburne agreed to provide up to \$2000 to help with the costs of providing showers at the Shelburne Arena, overseen by the Shelburne County Arena Association (SCAA).

Analysis

There is increasing demand for water services, including showers and questions about water main extensions.

Future Drought Mitigation/Response

Watermain Extensions

Prior to the drought, Town staff began looking at water main extension policies to support growth and to reduce the impacts of droughts. This work will continue, and staff hope to use data collected from this drought to understand if water main extensions are a feasible response to areas suffering from drought. The Town may also look to extend water mains related to growth, as is the case of a short

Previously in 2016 water was provided from a larger hose at the fire hall, allowing for rapid filling of large water containers, such as water cubes. The hose must have an attendant as there is potential for damage to the building water system if the valve is opened or closed too quickly.

Some members of the fire department have also begun bulk water filling at the firehall, however this was not communicated to the Town and there are some questions of liability and costs. Making the water filling a Town program would alleviate those concerns.

The Town will look to the province to assist with the cost of providing bulk water in the near term.

Options

	Pros	Cons
Approve the provision of shower facilities and temporary bulk water fill; also work on mitigating future drought impacts	<ul style="list-style-type: none"> Provides water and showers to residents Looks to mitigate impacts of future droughts 	<ul style="list-style-type: none"> Costs to the Town (janitorial and attendant)
Approve the provision of shower facilities and temporary bulk water fill	<ul style="list-style-type: none"> Provides water and showers to residents 	<ul style="list-style-type: none"> Costs to the Town (janitorial and attendant) Does not mitigate impacts of future droughts
Approve the provision of shower facilities and temporary bulk water fill, where there is no cost to the Town	<ul style="list-style-type: none"> Low cost 	<ul style="list-style-type: none"> May not provide a timely response to resident requests
Do not approve any of the proposed measures	<ul style="list-style-type: none"> Low cost 	<ul style="list-style-type: none"> Does not provide water or showers to residents in need.

Recommendation

THAT Council directs staff to expand the Town’s drought response by:

Supporting showers facilities to residents at the Shelburne County Arena impacted by the ongoing drought, with the Town funding up to \$2,000 to support the provision of showers to members of the public,

Providing bulk filling for water containers at the Fire Hall to residents impacted by the drought, including the payment of an attendant as needed.

Engaging with the Municipality of the District of Shelburne and the Province on the cost of providing showers, temporary bulk water filling, and the potential a new bulk fill station; and

Bringing forward a project proposal for a bulk fill station, including costing, for the 2026/27 budget process.



COUNCIL REPORT - FOR DECISION

Document #	
D25-214	
Rec'd by JD	
Date Oct. 22/25	
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Committee	

Subject: Code of Conduct Investigator
Date: November 3rd, 2025
Prepared For: Council
Prepared By: Jessie Dyer, Executive Coordinator

Purpose

The purpose of this report is to appoint a Code of Conduct for Elected Officials Investigator for the Town of Shelburne.

Background

Under the provincial Code of Conduct for Elected Municipal Officials Regulations, Council is required to appoint an independent investigator to receive and process any formal complaints submitted under the Code. The appointed investigator's name and contact information must also be made publicly available on the Town's website.

To support municipalities in meeting this requirement, the Association of Municipal Administrators (AMA) issued a province wide Request for Qualifications (RFQ) and has established a roster of pre-qualified service providers eligible to act as municipal Code of Conduct investigators. The AMA led procurement process has been completed, and municipalities may select an investigator directly from this roster rather than conducting their own separate competitive process.

The Town received correspondence from the AMA outlining the RFQ process, qualification criteria, and the resulting list of approved investigators (attached). All ten firms identified meet the established qualifications.

Analysis

Following review, staff recommend appointing Tanya Tynski, Investigator with MC Advisory Group Inc. (MCA), as the Town's Code of Conduct Investigator. MCA meets all RFQ requirements, offers a reasonable fee structure, has demonstrated experience and a comprehensive work plan, and maintains positive working relationships with neighbouring municipalities. Ms. Tynski has confirmed her availability and willingness to assume this role for the Town of Shelburne.

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ASSOCIATION OF MUNICIPAL ADMINISTRATORS, NOVA SCOTIA

REQUEST FOR QUALIFICATIONS, INVESTIGATOR

Release date: November 15, 2024

Proposals will be received up to
2:00:00 pm (Atlantic Time) on December 6, 2024

Contact: Nick Ruder
 Policy Analyst
 Association of Municipal Administrators, Nova Scotia
 Email: nruder@amans.ca

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Qualifications (the “RFQ”) is an invitation by the Association of Municipal Administrators, Nova Scotia (“AMANS”) to any subject matter experts who may have experience in or capability to perform investigations and reporting related to a new [Code of Conduct for Municipal Officials](#) (the “Code of Conduct”) implemented by the Government of Nova Scotia, as further described in the RFQ Particulars (Appendix C) (the “Deliverables”).

The intent of this RFQ is to identify subject matter experts (“Proponents”) who have interest, the qualifications, and the capacity to perform the role of Investigator as outlined in the Code of Conduct documents and to compile a list of these proponents from which Municipalities, Towns, and Villages (the “Entity” or “Entities”) may then choose one Proponent to act as their investigator.

Given the prohibition against Conflict of Interest in the Code of Conduct, Entities may not choose a Proponent who currently does work for them. In the event that a Conflict of Interest exists, or appears to exist, an Entity may choose an Investigator from outside the list or develop a plan with one of the Proponents to mitigate the real or perceived Conflict of Interest satisfactory to the complainant.

1.2 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” will be:

Nick Ruder
Policy Analyst
Association of Municipal Administrators, Nova Scotia
Email: nruder@amans.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of AMANS, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent’s Response.

1.3 Type of Contract for Deliverables

The Proponents selected through process will be included in a list of subject matter experts which is shared with all Entities. Each Entity may, at their sole discretion:

- Select one Proponent and negotiate with that Proponent to form an agreement with the Proponent to act as the Entity’s official Investigator.
- Select two or more Proponents to negotiate with and to form an agreement with one of the Proponents to act as the Entity’s official Investigator.

In the event that an agreement cannot be reached in either of the above scenarios, an Entity may discontinue negotiations and select one or more Proponents with which to enter into negotiations.

An Entity may, at their sole discretion, either:

- Choose not to participate in the list at all; the Entity is free to select an Investigator through any process that may elect to use; or
- Use the list as a basis for a secondary competitive process to select their Investigator.

PART 2 – EVALUATION AND NEGOTIATION

2.1 Stages of Evaluation and Negotiation

AMANS will conduct the evaluation of Responses in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which Responses comply with all of the mandatory submission requirements. If a Response fails to satisfy all of the mandatory submission requirements, AMANS will issue the Proponent a rectification notice identifying the deficiencies and providing the Proponent an opportunity to rectify the deficiencies. If the Proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its Response will be excluded from further consideration. The Rectification Period will begin to run from the date and time that AMANS issues a rectification notice to the Proponent. The mandatory submission requirements are as set out below.

2.2.1 Submission Form (Appendix A)

Each Response must include a Submission Form (Appendix A) completed and signed by an authorized representative of the proponent.

2.2.2 Pricing Form (Appendix B)

Each Response must include a Pricing Form (Appendix B) completed according to the instructions contained in the form.

These are the only documents subject to Rectification.

2.3 Stage II – Evaluation

2.3.1 Qualification Review

AMANS Procurement Committee (“Committee”) will review the Responses to determine, in AMANS sole discretion, whether the Proponent has the experience, qualifications, and capacity to perform the role as set out in Section C of the RFQ Particulars (Appendix C). AMANS has provided a wide latitude in what it will accept for qualifications, but AMANS decision with respect to who makes the list is final.

While the following is not exhaustive, the Proponent which is to be qualified will:

- Be a professional licensed to practice in Nova Scotia with offices or personnel within Nova Scotia. Professionals with offices outside of Nova Scotia may be considered, but the expectation is the cost of travel, when required, will make the Proponent’s selection by an Entity impractical;
- Have experience (or staff with experience) acting as a conciliator or arbitrator with respect to procedural fairness;
- Have experience with human resource issues as described in the Code of Conduct; and
- Have experts either in-house or available to it which can address legal issues which may result from an investigation.

A Proponent should be prepared to:

- Develop a clear process of investigation and reporting acceptable to the Entity that selects them;
- Understand its capacity and to refuse any selections once their capacity has been met;
- Provide a single point of contact for complaints to be registered under the Code of Conduct, including a bespoke email address;

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their Responses in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a Response should reference the applicable section numbers of this RFQ.

3.1.2 Responses in English

All Responses are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the Proponent's Response should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's Response but not attached will not be considered to form part of its Response.

3.1.4 References and Past Performance

In the evaluation process, AMANS may consider information provided by the Proponent's references and may also consider the proponent's past performance or conduct on previous contracts with AMANS or other institutions.

3.1.5 Information in RFQ Only an Estimate

AMANS and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to Proponents the general scale and scope of the Deliverables. It is the Proponent's responsibility to obtain all the information necessary to prepare a Response in response to this RFQ.

3.1.6 Proponents to Bear Their Own Costs

The Proponent will bear all costs associated with or incurred in the preparation and presentation of its Response, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Response to be Retained by AMANS

AMANS will not return the Response or any accompanying documentation submitted by a Proponent.

3.1.8 Trade Agreements

Proponents should note that procurements falling within the applicable scope of Canada Free Trade Agreement (CFTA) and/or other applicable trade agreements are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFQ.

AMANS does not anticipate that the cumulative expenses resulting from the use of the list that results from this RFQ will arise to a value where the CFTA will apply.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

AMANS may disqualify a Proponent for any conduct, situation or circumstances, determined by AMANS, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of AMANS in the preparation of its Response that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Prohibited Conduct

AMANS may disqualify a Proponent if AMANS determines that the proponent has engaged in any conduct prohibited by this RFQ.

3.4.3 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

3.4.4 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

3.4.5 No Lobbying

Proponents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the qualification of Proponents or in the subsequent selection by an Entity of an Investigator.

3.4.6 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any Entity or AMANS, their employees, officers, agents, elected or appointed officials or other representative; deceitfulness; submitting Responses containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

While the pricing information provided in Responses will be non-binding prior to the execution of a written agreement with an Entity, any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could be considered as disqualifying and a Proponent may be removed from the list should this be the case.

3.6.4 Cancellation

AMANS may cancel or amend the RFQ process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

[End of Part 3]

5. Addenda

The Proponent is deemed to have read and taken into account all addenda issued by AMANS prior to the Deadline for Issuing Addenda. The Proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line:

If this section is not completed, the Proponent will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited by this RFQ.

7. Conflict of Interest

The Proponent has reviewed the definition of the term "Conflict of Interest" in section 3.4.1 of the RFQ. If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ, subject to the secondary selection process described in Part II, Section 2.3.1.

Otherwise, if the statement below applies, check the box.

- The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Response, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ, notwithstanding the ability to rectify potential Conflicts of Interest during the secondary selection process described in Part II, Section 2.3.1.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest:

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the Response; AND (b) were employees of AMANS within twelve (12) months prior to the Submission Deadline:

APPENDIX B – PRICING FORM

1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (b) Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Pricing Form: Informational Rates

Set-Up Fee: One-time fee, if any, charged to an Entity by a Proponent at the start of an agreement for services which covers any costs the Proponent may incur to on-board the Entity as a client.

Closing Fee: One-time fee, if any, charged to an entity by a Proponent at the end of an agreement for services which covers any costs the Proponent may incur to end the relationship and return any confidential information.

Annual Administration Fee: Cost, if any, for the Proponent to administer the receiving of complaints and other routine obligations of the Code of Conduct not performed by the principal investigator. Proponent may include an Hourly Rate which would apply to administrative support for the investigator.

Investigation: Hourly cost of the principal investigator. Include both an Hourly Rate and Per Diem rate.

Report Writing: Hourly Rate to write a report.

Informational Rates

Description of Work	Hourly Rate	Per Diem	Lump Sum
Set-up Fee	-	-	
Closing Fee	-	-	
Annual Administration Fee		-	
Investigation			-
Report writing			

These Rates may be published as part of the list publication.

“Apparent” or “perceived” conflict of interest exists when the Proponent or investigator, or their parent firm, or any employee directly involved with the handling of the complaint, is in a situation in which a reasonably well-informed person could properly have a reasonable apprehension that a conflict of interest exists, even when there may not be a conflict.”

C. QUALIFICATION CRITERIA

The following is an overview of the information which should be provided in order for AMANS to determine if a Proponent is Qualified to be included in the list presented to Entities. While there are different ways in which a Proponent could present this information, AMANS would prefer the Proponent provide a written Response which addresses the following four criteria:

C.1 Qualifications

Each Proponent should provide the following in its Response:

- (a) a brief description of the Proponent;
- (b) a description of the types of services the Proponent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- (c) the roles and responsibilities of the Proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise; AMANS understands that this information may evolve as the Proponent gets closer to capacity;
- (d) its knowledge, skills, and expertise in the following areas:
 - Investigation and investigative techniques;
 - Arbitration;
 - Negotiation;
 - Procedural Fairness;
 - Natural Justice;
 - Human Resources; and
 - Dispute Resolution.
- (e) a description of how the Proponent will provide the Deliverables, which should include a work plan indicating how the Proponent intends to structure its working relationship with Entities, including:
 - How it will handle the administration of complaints (receiving, managing, and filing)
 - Confidentiality;
 - Report writing; and
 - Managing cost.

C.2 Examples demonstrating Experience

Each Proponent is requested to provide three (3) examples where they have provided similar services with respect to investigating or determining procedural fairness. Preference is to have one example involving human resources, though it is understandable that the Proponent will not share personal information or details which would identify participants; in such cases, a generic overview of the issues, the actions of the Proponent, and the outcomes is acceptable.

Letters of reference are requested, if available, from clients who have obtained services similar to those requested in this RFQ from the Proponent in the last five years. These are not mandatory.

Sample List Content

Proponent Name	Firm Name (if different)	Address	Regions Served	Capacity (Entities)	Capacity (Complaints)	Informational Rates
Law Legal Services	-	123 Line Street, Port Hawkesbury, NS	Cape Breton	5	Unlimited	*extend table

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

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

Sincerely,



Honourable John A. Lohr
Minister of Municipal Affairs and Housing

Attached

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

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

Training:

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

Review:

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

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

Confidential Information

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

Gifts and Benefits

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

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

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

Employment of Persons Closely Connected to Members of Council

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

Fairness

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

Adherence to Policies, Procedures, Bylaws and Other Laws

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

Respect for Council as a decision-making body

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

Reprisal

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

Appendix C: Recommended Complaint and Investigator Process

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

AMANS Qualified List of Investigators – Municipal Code of Conduct

The following is a list of investigators qualified through the Association of Municipal Administrators, Nova Scotia (AMANS) request for qualification (RFQ) process that closed on January 17, 2025.

AMANS worked with its internal Procurement Committee to evaluate all submissions received. Committee members evaluated each proposal and then met to form a consensus on each proponent. The ten listed organizations were qualified.

Unless otherwise indicated, all investigators met the Procurement Committee's evaluation thresholds for criteria related to investigations including corporate/financial, legal/adjudication, and human resources (HR). Each investigator has indicated capacity to administer potential complaints. Should a municipal unit choose to use this list, they will need to verify with the potential investigator if there may be capacity limits with client onboarding.

AMANS has not entered into either a Contract or an Agreement with any of the qualified investigators. The investigators included on this list have been vetted through an internal AMANS RFQ procurement process. **It will be the municipal unit's responsibility when determining an appropriate investigator as well as facilitating the process of entering into any Contract or Agreement should the municipality choose to use an investigator on the list.** Municipal units should also consider potential internal conflicts of interest if they choose to select a qualified investigator from the list.

AMANS may expand the list at a later point in time by re-issuing the RFQ. AMANS will inform members of any potential changes to the list of qualified investigators as they come forward.

If you have any questions about the list of qualified investigators, criteria when using the list, or on the RFQ process, please reach out to David Campbell, AMANS Executive Director at (902) 423-2215 x8 or at dcampbell@amans.ca.

BDO Canada LLP

Caroline Dixon

Partner, Forensic Disputes & Investigations

6940 Mumford Road, Suite 510

Halifax, NS B3L 0B7

Tel: (250) 837-5225

Stewart McKelvey

Rick Dunlop

Partner

Queens Marque, 600-1741 Lower Water Street

Halifax, NS B3J 0J2

Tel: (902) 420-3384

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Nijhawan McMillan & Conlon Barristers

Kelly McMillan

Partner

200-5162 Duke Street

Halifax NS B3J 1N7

Tel: (902) 407-2406

Power HR Inc.

(HR matters only)

Susan Power

Founder & CEO

22 Chelmsford Place

Halifax, NS B3M 4R2

Tel: (902) 719-6662



COUNCIL REPORT - FOR DECISION

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JD	
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Oct 16/25	
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Committee	

Subject: Landfill Reclosure Project- Phase 2
Date: November 3rd, 2025
Prepared For: Council
Prepared By: Ken Smith

Purpose

The purpose of this report is to seek Town Council’s approval for accepting Dillon Consulting Limited (Dillon)’s workplan for the tendering and construction services related to the Cap for the closed Landfill located on Morvan Road.

Background

At the September 15th, 2025, Council Meeting, Council passed a motion to cancel the public tender for Phase 2 (capping) of the Landfill Reclamation Project due to the responses to the tender being in the range of \$500,000 to \$1,700,000 over budget. Staff were directed to pursue additional funding opportunities to minimize the shortfall.

In the meantime, a work plan was sought from Dillon in order to proceed with the work subsequent to sourcing other funds to proceed with the Phase 2 of the project and to assist in fund application.

Recommendation

THAT Council approve the CAO and the Mayor to sign the Service Agreement for Construction Services for the Capping at the closed Landfill subsequent to sourcing additional funds for the project.

Attachments

Appendix A- Construction Services for the Capping at the closed Landfill on Morvan Road.

" Appendix A "

Document #	D25-215
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DILLON
CONSULTING

137 Chain Lake Drive
Suite 100
Halifax, Nova Scotia
Canada
B3S 1B3
Telephone
902.450.4000

September 25, 2025

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

Attention: Sarah Mattatall, Chief Administrative Officer

Construction Services for the Capping of the closed Landfill on Morvan Road

Dillon Consulting Limited (Dillon) is pleased to submit the following work plan to the Town of Shelburne (Shelburne) for tendering and construction services related to the construction of the Cap for the closed Landfill located on Morvan Road. This work plan describes Dillon's understanding of your needs and our proposed methodology, schedule and budget for the work.

Scope of Work

Dillon understands that Shelburne is seeking construction services for the facility in 2026.

Project Management

Throughout the duration of the project, Dillon will manage staff utilization and production, and communicate with Shelburne in relation to scope, budget and schedule progress.

Tendering

Dillon will update a tender package, which will include the following components:

- CCDC 4 – 2023 Stipulated Price Contract;
- Supplemental and technical specifications in accordance with the National Master Specification (NMS) and the current Nova Scotia Road Builders Association Standard Specifications for Municipal Services in MS Word format. Structural and electrical specifications will be limited to notes on the drawings;
- Stamped electronic and hard copy Issued for Tender (IFT) drawings; and,
- Schedule of quantities and measurement and payment specification.

We assume that construction of the cap will be by public tender and the previous bidders will be requested to submit a bid. Tender documents will be sent to Shelburne electronically as a combination of PDF, AutoCAD and/or Civil 3D files. Dillon will respond to questions and issue addenda(s), as required.

Dillon Consulting
Limited



As Recorded Drawings

Upon completion of construction, Dillon will modify the design drawings, as necessary, based on information supplied from the contractor and Construction Observer, to incorporate any major deviation from the design drawings made during construction.

Project Team

The following **Table 1** outlines the proposed principal staff of the Dillon Team.

Table 1: Dillon Personnel

Personnel	Role
Christopher Shortall, P.Eng.	Project Manager
Sarah Devereaux, P.Eng.	Risk Management Review
Daniel Campbell, P.Eng.	Project Coordinator / Construction Observation

Additional staff may be utilized to support the project as needed.

Schedule

We understand that the work will be authorized in 2026 and construction will occur in 2026.

Fees

Dillon will complete the above scope of work on a time and materials basis to an upset limit of **\$34,639.04**, excluding applicable taxes. The fees for the scope of work are broken down in **Appendix A**. The proposed budget is based on Dillon's standard hourly billing rates and a fee for routine expenses and disbursements shall be billed at a standard rate of 8% of fees. It should also be noted that other project related expenses and disbursements will have an 8% administration fee applied. Project invoicing will occur monthly and will be based on the percentage of work completed for each task.

Closing

Dillon's policies require written authorization to proceed prior to commencing work. This assignment will be completed in accordance with the terms and conditions of Dillon's Services Agreement with Shelburne. To provide written authorization to

Appendix A
Proposed Budget

Appendix B
Service Agreement

5. Term and Termination: This Agreement shall commence on the date set out above and shall continue in effect for a period of one year (the "Initial Term"). At the expiry of the Initial Term, this agreement may be renewed for subsequent terms on the same terms and conditions as contained in this Agreement provided both parties agree to renew in writing.

Dillon may terminate this Agreement for convenience or cause by giving the Company written notice of such termination. In the event of termination, an equitable adjustment of compensation payable to the Company shall be made for Services rendered by the Company prior to the date of termination that have not been compensated. The Company will not be entitled to compensation or profit on any portion of the Services not performed. Upon receipt of any notice of termination, the Company shall immediately stop performance of the Services to the extent called for in such notice. Written notice may be delivered in writing or electronically to the address set out above or any electronic address used by either party to administer this agreement.

6. Employee Status: The Company is an independent contractor and shall maintain complete control of and responsibility for the acts and omissions of its employees, sub-contractors and agents. The Company shall be solely responsible for the means and methods of carrying out the Services. The employees of the Company shall not be deemed employees of Dillon.

7. Standard of Care: The Company warrants that the Services will be in accordance with this Agreement and that the Services will be performed consistent with the level of skill and diligence ordinarily exercised by members of the Company's profession practicing under similar conditions. The Company shall correct, replace, and/or re-perform any of the Services not meeting this standard (the "Deficient Services"), at its expense and without additional compensation, promptly after notice by Dillon. If the Deficient Services are not corrected in a timely manner, Dillon may cause the Deficient Services to be corrected and deduct reasonable costs incurred from the Company's compensation.

8. Health and Safety: The Company shall be solely responsible for (i) the health and safety of its employees and other personnel under its direction and control (the "Company's Personnel"), (ii) compliance with federal, provincial and local laws, regulations and practices related to health and safety, and (iii) initiating, maintaining, and supervising all health and safety precautions and programs in connection with the Services. The Company's Personnel shall be fit and qualified to perform all tasks required to complete the Services.

9. Insurance: Throughout the term of this Agreement, the Company shall, without in any way limiting its liability, secure, maintain, and keep in force, at its own cost, Comprehensive General Liability Insurance in an amount of not less than \$5,000,000 per occurrence, insuring against bodily injury and property damage, including loss thereof. Such insurance will extend to include blanket written contractual liability, employee liability, personal injury including death and other such perils which may arise directly or indirectly out of the operations of the Company, its staff, agents, employees, or those for whom the Company is responsible at law, in carrying out its obligations under this contract.

The Company shall also secure, maintain and keep in force Vehicle Liability Insurance covering vehicles supplied by the Company, if applicable, whether owned or not owned, with an inclusive limit of \$2,000,000 per occurrence.

12. Severability: If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Company and Dillon.

13. Notices: All notices, instructions and other communications required or permitted to be given hereunder must be in writing and must be delivered via facsimile transmission or mailed by regular mail to the parties and at the addresses first set forth above.

14. Taxes: The Company shall pay all fees and taxes, including sales, use, consumer, employment insurance, pensions, or any similar purpose, and other taxes mandated by applicable laws. No liability shall accrue to Dillon for any such taxes.

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

DILLON CONSULTING LIMITED [Dillon]

Per: _____

Signature Name Title

(I have the authority to bind Dillon)

Per: _____

Signature Name Title

(I have the authority to bind Dillon)

[FULL NAME OF THE COMPANY] [Company]

Per: _____

Signature Name Title

(I/We have the authority to bind the Company)

Per: _____

Signature Name Title

(I/We have the authority to bind the Company)



COUNCIL REPORT – FOR INFORMATION

Document #	
DAS-216	
Rec'd by JD	
Date Oct 29 2025	
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Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>

Subject: Water Utility Report - Fall Operations
Date: November 3rd, 2025
Prepared For: Council
Prepared By: Mike Rhuland, WT-1

Overview

This report provides Town Council with an update on the operations of the Town of Shelburne Water Treatment Plant for the current reporting period. Overall, the plant continues to operate effectively and in full compliance with regulatory requirements.

Water Supply

The fall season of operations at the Shelburne Water Utility has proceeded smoothly, despite ongoing dry conditions throughout the region.

- The water supply has remained stable, with lake levels maintained at **over 5.4 feet**.
- While the typical wet-season level is approximately **6 feet**, this result demonstrates strong operational performance given the drought conditions.
- For comparison, lake levels in previous years have dropped below **5 feet**, making this year's outcome notably positive.

Lagoon Maintenance

After consultation with the facility's Operator in Direct Responsible Charge (ODRC), Mark Holden, it was determined that a significant buildup of sludge has accumulated within the lagoon. This material requires removal in order to remain environmentally compliant under provincial regulations.

Unfortunately, this maintenance requirement has arisen earlier than anticipated and was not included in the current year's budget. Following the direction of the ODRC, staff have proceeded with the necessary routine lagoon maintenance activities, which are now progressing as planned:

- The first stage of sludge removal from the lagoon to the drying bed has been completed at a cost of \$2,200.00 plus tax.