



AGENDA
Town Council Meeting – Town Council Chambers
April 7th, 2026
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 March 16th, 2026, and the Special Town Council meeting held on March 25th, 2026

4) Proclamations and Announcements: NONE

5) Delegations/Presentation:

a) Marcia d'Eon, Director of Operations, Municipality of Shelburne - C&D Site

6) Correspondence:

Action: NONE

Information:

a) Letter- Nolan Young, Minister of Labour Skills & Immigration D26-051

re: NSCC Shelburne Campus

b) Clarence Butler re: Ross Thompson House D26-052

c) Letter to Minister Thompson & Minister MacDonald re: Roseway Manor D26-053
Project- Urgent Financial Impacts on the Town of Shelburne

7) Council Items:

a) Joint Services Board Exploration Committee- Terms of Reference D26-054

b) REMO Bylaw D26-055

8) Committee Reports:

a) Shelburne Audit Committee Minutes- January 19th, 2026 D26-056

b) Heritage Advisory Committee Minutes- January 15th, 2026 D26-057

c) Western Counties Regional Libraries Minutes- December 11, 2025 D26-058

9) Staff Reports:

a) Re-purchase of Prince Street Lands D26-059

b) Municipal Heritage Designation- Old Kirk Burial Grounds D26-060

c) VIC Operations D26-061

d) Landfill Phase 2 (Funding) D26-062

e) 2025-26 Tax Sale Results D26-063

f) Bylaw Officer Report- January 2026 D26-064

g) Bylaw Officer Report- February 2026 D26-065

10) In Camera Session: MGA (22) (2) (g) legal advice eligible for solicitor-client privilege

11) New Business:

12) Upcoming Meetings/Events:

- a) Autism Flag Raising, April 9th, 2026, 4:30pm, Park at the Corner of King & Water Streets
- b) Town Wide Clean Up, Friday April 17th, 2026, 1-3 pm, Town of Shelburne
- c) Next Council Meeting, Tuesday April 20th, 2026, 6pm, Council Chambers, 63 King Street

13) Adjournment



Town of Shelburne
Minutes of the Regular Council Meeting
March 16th, 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

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 March 16th, 2026, Council Meeting.

Cruz - Ringer

MOTION CARRIED

Approval of the Minutes

THAT Council approves the minutes from the regular Town Council Meeting held on March 2nd, 2026

E. Acker – D. Acker

MOTION CARRIED

Proclamations and Announcements:

- a) Epilepsy Awareness Day- March 26th, 2026
- b) Town of Shelburne Birthday- April 4th, 1907
- c) Autism Acceptance Month- April

Delegations/Presentations:

- a) Sou'West Nova Transit- Kevin Curry, Executive Director of Sou'West Nova Transit, provided a presentation to Council outlining the organization's strategic roadmap, year-to-date progress, and funding requests for the 2026–2027 fiscal year. The funding requests

were deferred to budget deliberations.

Correspondence

Action:

- a) Letter- SVFD Ladies Auxiliary re: Table Replacement

THAT Council defer the SVFD Ladies Auxiliary's request for new tables at the Community Centre to budget deliberations.

E. Acker - Cruz

M26-021

MOTION CARRIED

Information:

- a) Letter- Chamber of Commerce re: Visitor Information Centre Communication and Governance Process

Council Items:

- a) Notice of Motion- Committee Appointment- Equity & Anti-Racism Committee

THAT Council appoints Councillor Therese Cruz to the Equity & Anti-Racism Advisory Committee.

E. Acker – D. Acker

M26-022

MOTION CARRIED

Committee Reports: NONE

Staff Reports

- a) General, Water and SMT (Port) Write-Offs 2025/26

THAT Council approves the write-offs contained in this staff report.

Ringer – E. Acker

M26-023

MOTION CARRIED

- b) Cox Warehouse Sale

THAT Council authorizes the sale of the Cox Warehouse, PID 80150881, to Dirk Arnold and Robert Redding, as requested by the Shelburne Historical Society.

E. Acker - Ringer

M26-024

MOTION CARRIED

c) Visitor Information Centre

THAT Council direct staff to enter into discussions with the Shelburne Museum regarding the potential delivery of Visitor Information Centre services through the museum facility.

AND THAT staff approach the Municipality of the District of Shelburne to confirm whether they would be willing to continue their annual financial contribution toward visitor information services.

AND THAT staff report back to Council with further details and potential next steps.

Cruz – D. Acker

M26-025

MOTION CARRIED

d) Facilities Cleaning Tender Results- TOS2026-002

THAT Council award Tender No. TOS2026-002 for municipal facilities cleaning services, as outlined in the staff report dated March 16, 2026, as follows:

- Community Centre: Salty Swabbers in the amount of \$43,200 + HST
- Guild Hall Washrooms: Salty Swabbers in the amount of \$8,100 + HST
- Graham’s Park Washrooms: Salty Swabbers in the amount of \$8,100 + HST; and
- Shelburne Public Library: Inside Out Cleaning Services in the amount of \$16,199.40 + HST

For a total annual contract value of \$75,599.40 + HST

E. Acker – Cruz

M26-026

MOTION CARRIED (*Nay: Councillor D. Acker*)

e) Replacement of Wastewater Department Truck

THAT Council approve advancing the Wastewater Department vehicle replacement from the 2027/2028 Capital Budget to the 2026/2027 fiscal year.

AND THAT Council approves the purchase of a replacement vehicle for the Wastewater Department in an amount no to exceed \$40,000, plus applicable taxes, to be funded from the Capital Budget.

AND THAT staff be authorized to dispose of the existing 2010 Chevrolet Silverado and 1999 Dodge Ram.

Ringer – E. Acker

M26-027

MOTION CARRIED

f) SVFD Report- February

For Information Only

In- Camera Session: NONE

New Business:

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

Deputy Mayor E. Acker

Deputy Mayor E. Acker provided the following updates on the Roseway Manor Rebuild Project:

- Roseway Manor Rebuild, originally announced in 2023 with an expected opening of 2027
- Noted that construction has not yet begun on Roseway Manor or any of the other 14 long-term care projects announced provincially
- Highlighted that \$1.8 billion in provincial funding had been allocated, but work has not started on these projects
- Expressed concern regarding delays impacting municipal planning, including prior infrastructure investments made in anticipation of the rebuild
- Noted that expected economic benefits and tax revenue timelines (by 2028) are now uncertain
- Advised that MLA Nolan Young confirmed Roseway Manor as a top priority for Shelburne County and emphasized its economic importance to the region

Other Updates:

- Attended a Western Regional Library Board meeting
 - Indicated that provincial funding remains at 2019 levels
 - Will attend a full board meeting next week and report back to Council
- Participated in a Region 6 Solid Waste Management meeting (via Zoom) with the CAO and Mayor
 - Noted increasing waste management costs due to rising volumes and environmental requirements
 - Identified limited options to reduce costs under current regulations
 - Encouraged residents to visit the Region 6 website for more information on waste management and environmental initiatives

Councillor Ringer

Councillor Ringer reported on the Heritage Advisory Committee meeting and noted that the museum complex is facing significant provincial budget cuts of approximately two-thirds.

There was no further new business.

Upcoming Meetings/Events

- a) Office Closures, Good Friday, Friday, April 3rd, and Easter Monday, Monday, April 6th
- b) Shelburne Events Committee, Easter Egg Hunt, Friday, April 3rd, 1-3pm, Islands Park
- c) Next Town Council Meeting, Tuesday April 7th, 6pm, Council Chambers, 63 King Street

Adjournment

THAT the Regular Town Council Meeting of March 16th, 2026, be adjourned at 7:07pm.

D. Acker

**Jessie Dyer
Recording Secretary**

Stanley Jacklin, Mayor

Sarah Mattatall, CAO



Town of Shelburne
Minutes of the Special Town Council Meeting
March 25th, 2026

Council Members Present

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

Regrets

Councillor Donnie Acker
Executive Coordinator, Jessie Dyer

Staff Present

Chief Administrative Officer, Sarah Mattatall
Director of Planning & Development Services, Mike Kahn
Administration & Human Resources Coordinator, Daniel MacKay
Manager of Finance, Jane Crowell
Manager of Finance in Training, Jennifer Perry

Call to Order

Mayor Jacklin called the Special Council meeting to order at 6:03pm and thanked everyone for coming.

Approval of the Agenda

THAT Council approves the agenda for March 25th, 2026, Special Council Meeting.

Ringer - Cruz

MOTION CARRIED

Approval of the Minutes

THAT Council approves the minutes from the Special Town Council Meeting held on March 18th, 2026, with amendments to include the list of regrets.

Cruz - Ringer

MOTION CARRIED

Delegations/Presentations:

a) Molly Boley, on behalf of Clean Foundation, presented an update on the workplan progress of the Joint Climate Action Plan.

Staff Reports:

a) Facilities Cleaning Tender Results- Revised Award Recommendation TOS2026-002

THAT Council rescind the split award approved on March 16th, 2026, for Tender No. TOS2026-002 Janitorial Services; and

THAT Council award Tender No. TOS2026-002 Janitorial Services in full to Salty Swabbers Housekeeping Inc. of Lockeport, NS, in the amount of \$78,300 + HST annually, based on the vendor's submitted scope of five (5) days per week at the McKay Memorial Library (excluding ACOA, which remains subject to a separate procurement process), effective April 1, 2026; and

THAT staff be directed to engage with the successful vendor post-award to explore a revised Library service schedule of three (3) days per week at the vendor's submitted hourly rate, with any agreed scope reduction and associated cost savings to be reflected in the final executed contract, and report back to Council; and

THAT staff be directed to research federal reliability clearance requirements applicable to the ACAO building and initiate a separate procurement process for janitorial services at that facility, with all applicable clearance requirements disclosed in the tender documents.

Cruz - Ringer

M26-033

MOTION CARRIED

Adjournment

THAT the Special Town Council Meeting of March 25th, 2026, be adjourned at 6:28pm.

Ringer

**Jessie Dyer
Recording Secretary**

Stanley Jacklin, Mayor

Sarah Mattatall, CAO



**Labour, Skills and Immigration
Office of the Minister**

PO Box 697, Halifax, Nova Scotia, Canada B3J 2T8 • Telephone 902-424-6647 • novascotia.ca

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March 11, 2026

VIA EMAIL

Warden Penny Smith
Municipality of Shelburne

Warden Shaun Hatfield
Municipality of Barrington

Mayor Clay Kenney
Town of Clark's Harbour

Mayor Derek Amalfa
Town of Lockeport

Mayor Stan Jacklin
Town of Shelburne

c/o Nicole Blades
Executive Assistant
Municipality of the District of Shelburne
Nicole.Blades@municipalityofshelburne.ca

Dear Wardens Smith and Hatfield, and Mayors Kenney, Amalfa and Jacklin:

Thank you for your correspondence sent March 3, 2026, regarding future direction and expansion of programs at the Nova Scotia Community College (NSCC) Shelburne Campus.

The NSCC plays a critical role in workforce development across the province. The transfer of NSCC to Labour, Skills and Immigration (LSI) strengthens the link between training and jobs, ensuring programs respond directly to Nova Scotia's labour market needs and skills development.

Since the transfer of authority, LSI has been working closely with key sectors to identify workforce needs and is collaborating with NSCC to ensure education and training pathways are aligned, responsive, and positioned to support a strong, skilled workforce across the province.

In February, the Institute of Skilled Trades (IST) was announced. The IST operates within NSCC and brings NSCC's skilled trades programming together under one focused structure. Its purpose is to ensure training reflects real workplace requirements, modern equipment,

and the skills employers need now and into the future — while producing more job-ready graduates and supporting apprenticeship success. Industry plays a central role in this work. Through a new industry-led council, employers and sector leaders guide NSCC's program mix, curriculum outcomes, equipment priorities, and alignment with labour market demand. This approach brings government, training, and industry together to support economic growth, workforce development, and long-term prosperity.

We welcome the opportunity to discuss apprenticeship training opportunities that will support skilled trades professionals on their journey to certification in the skilled trades. Thank you for your continued interest in the success of NSCC in meeting the province's labour market needs. I look forward to our meeting scheduled on April 20, 2026, to discuss future collaboration and opportunities regarding the Shelburne Campus.

Sincerely,



The Honourable Nolan Young
Minister of Labour, Skills and Immigration

From: Clarence Robert Butler UE <mucktown1692@gmail.com>
Sent: Monday, March 23, 2026 6:26 PM
To: Janice Mackinley <janice.mackinley@shelburnens.ca>
Subject: Fwd: Ross-Thompson House

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CAUTION: This email originated from an external sender.

Could you forward this to council. Thanks

Clarence

----- Forwarded message -----

From: Clarence Robert Butler UE <mucktown1692@gmail.com>
Date: Mon, Mar 23, 2026, 6:21 p.m.
Subject: Fwd: Ross-Thompson House
To: Doug Grant - civi <loyalist.trails@uelac.org>

----- Forwarded message -----

From: Clarence Robert Butler UE <mucktown1692@gmail.com>
Date: Mon, Mar 23, 2026, 6:19 p.m.
Subject: Ross-Thompson House
To: <jessica.fancy@parl.gc.ca>, Louise Lindsay <louise.l@ns.sympatico.ca>
Cc: Louise Lindsay <louise.l@ns.sympatico.ca>, Andrea From Black Loyalist <andrea@blackloyalist.com>, Bill Russell <billrussell10@gmail.com>, Nolan Young <nolan.young@shelburnemla.ca>

Good afternoon .

I am working with a group here in Shelburne. Our goal, is to keep the Ross Thompson House from closing its doors. We as a community are being stripped of our identity and culture. As you're aware, budget cuts have affected the Ross Thompson House here in my hometown.

I was under the understanding that our government no longer strips identity and culture away. Loyalist and their many families started this country. Why are we erasing this by closing the only Loyalist Museum and Store in Canada? Where will our extensive collection go? The Ross-Thompson House, along with the culture it represents, stands as a strong symbol for this country we fought for and settled.

I've been on numerous Chair and Board positions related not only to Heritage, but also the culture it brings.

Considerable amount of money has been recently spent on the outside restoration, a beautiful job well done, we cannot wait to show it to you.

I'm currently the vice president of the Nova Scotia Branch of the United Empire Loyalist Association of Canada, and I can see the great importance that it brings to the Loyalist Culture not only here and across Nova Scotia, but across the country and abroad as well.

I hope you can see the importance of this. I've included some contacts which are all on the same page. I (we) do hope you see our vision, not only for today, but for all the generations to to come. We cannot block our next great generations in knowing where they came from, (they) the younger generation, will have a say a some point.

I look forward in speaking to you further.

Thank you for your attention in this matter;

Respectfully Yours;

Clarence Robert Butler



March 31, 2026

Honourable Michelle Thompson
Department of Health and Wellness
1690 Hollis Street
Halifax, NS B3J 2R8

Honourable John MacDonald
Department of Municipal Affairs
Maritime Centre, 8th Floor South
1505 Barrington Street
Halifax, NS B3J 3K5

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P.O. Box 670
162 Mowatt St, 2nd Floor
Shelburne, N.S. B0T 1W0
Phone: (902) 875-2991
Fax: (902) 875-3932
www.shelburnens.ca

Re: Roseway Manor Rebuild Project – Urgent Financial Impacts on the Town of Shelburne

Dear Minister Thompson and Minister MacDonald,

I am writing on behalf of the Town of Shelburne Council to express significant concern regarding the delayed Roseway Manor Rebuild Project and the resulting financial impacts on our municipal unit.

As you are aware, the Province formally and publicly announced the Roseway Manor rebuild in November 2023, with plans for a new 112-bed long-term care facility to be constructed within the Town of Shelburne. In response to this announcement, the Town acted immediately and in good faith to ensure that our municipal infrastructure could support this critical development.

The Town retained CBCL Engineering to assess our system capacity. While our water utility was confirmed to have sufficient capacity, it was determined that our wastewater infrastructure required substantial upgrades to accommodate the project.

Given the time-sensitive nature of the Municipal Capital Growth Program (MCGP), which was set to expire in December 2023, the Town acted swiftly to submit an application titled *"Infrastructure Improvements – Roseway Manor Rebuild."* This application was approved in the amount of \$1,854,726, with the Town responsible for \$927,363.

As a small municipal unit with a limited tax base, the Town proceeded to secure borrowing approval (Temporary Borrowing Resolution) for our portion of the project costs, based on the clear understanding that the Roseway Manor rebuild would proceed and be operational by 2027. The financial model supporting this decision anticipated that new assessment and

associated revenues from the development would help offset the cost of this infrastructure investment.

However, the project has now been delayed with no confirmed timeline for construction. As a result, the Town is now facing significant unplanned financial pressure. We anticipate approximately \$25,000 in interest payments in the current fiscal year, increasing to an estimated \$50,000 annually when principal and interest repayments begin. These costs are being incurred in the absence of the expected revenue that justified the investment.

For a municipality of our size (fewer than 1,800 residents), this represents a substantial and unsustainable financial burden. The Town is entering an extremely challenging budget cycle, and these pressures are directly attributable to a provincially initiated project that has not proceeded as planned.

Given these circumstances, the Town of Shelburne is respectfully requesting the Province's support through one of the following measures:

1. Advancing the Roseway Manor Rebuild Project to the highest priority for development, with a clearly defined and communicated timeline; or
2. Providing financial relief to the Town by covering our share of the infrastructure investment (\$927,363), which was undertaken solely to support this provincially driven project.

The Town has demonstrated leadership, responsiveness, and a commitment to supporting critical healthcare infrastructure in our region. We now require a similar level of partnership from the Province to ensure that our municipality is not disproportionately burdened by circumstances beyond our control.

We would welcome the opportunity to meet with you to discuss this matter further and identify a path forward.

Thank you for your attention to this urgent issue.

Respectfully submitted,



Mayor Stan Jacklin
Town of Shelburne

Cc:

Honourable John MacDonald, Minister of Finance and Treasury Board
Nolan Young, MLA for Shelburne County

Document #	
D26-054	
Page'd by	JD
March 19, 2026	
Date	Mar. 17/26
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JOINT SERVICES BOARD EXPLORATION COMMITTEE

TERMS OF REFERENCE

1. Establishment of the Committee

The Joint Services Board Exploration Committee (the "Committee") is a joint committee established by the Municipality of the District of Barrington, Municipality of the District of Shelburne, Town of Clark's Harbour, Town of Lockport, and the Town of Shelburne ("the Municipal Units") to explore the opportunities, challenges, and best approaches for establishing a Joint Services Board to deliver municipal services collaboratively across Shelburne County.

2. Definitions

- a. **"Committee"** means the Joint Services Board Exploration Committee.
- b. **"Council"** means the municipal council of any of the five Municipal Units.
- c. **"Councillor"** means a sitting member of Council for any of the Municipal Units.
- d. **"Municipal Units"** means, collectively, the Municipality of the District of Barrington, Municipality of the District of Shelburne, Town of Clark's Harbour, Town of Lockport and the Town of Shelburne.
- e. **"Member"** means a person appointed to the Committee.
- f. **"Chair"** means the person elected by the Committee to preside over meetings.
- g. **"Vice-Chair"** means the member elected to preside in the absence of the Chair.
- h. **"Administration/Staff Resource"** means the CAO/Clerk of each Municipal Unit, or their designate, providing administrative and technical support to the Committee.

3. Objectives

The Committee's objectives are to:

- a. Explore the feasibility, structure, governance, and operational models for a Joint Services Board, including service delivery options, financial impacts, legislative requirements, and legal considerations.

- b. Identify municipal services suitable for inclusion in the Joint Services Board. Areas may include, but are not limited to, senior services, waste collection, building inspection, HR, IT, and other municipal functions.
- c. Provide a structured forum for discussion, information gathering, and collaborative analysis.
- d. Commission or support studies, reports, public engagement processes, and other research necessary to inform Councils.
- e. Develop recommendations for consideration by each Council regarding the formation, governance, scope, and implementation of a Joint Services Board.
- f. Report regularly to each Council on progress, findings, and emerging issues.

4. Membership

- a. Voting Members:
 - i. Two (2) Councillors appointed from each of the five Municipal Units.
- b. Non-Voting Members (Staff Resources):
 - i. The CAO/Clerk from each Municipal Unit (or designate).
- c. All appointments shall be made by each respective Council.
- d. Members serve without remuneration but may be reimbursed for authorized expenses incurred in performing their duties, in accordance with municipal policies.
- e. Members must disclose any conflicts of interest and abstain from voting where applicable. Committee deliberations and documents may include sensitive information and shall be treated confidentially, in accordance with applicable legislation and municipal policies.

5. Meetings

- a. A quorum shall consist of a majority of the voting members, including at least one representative from each Municipal Unit.
- b. Meetings shall be held quarterly or as required, at a time and location agreed upon by the Committee. Meetings may be in-person or virtual, at the discretion of the Chair.
- c. Except as permitted under applicable legislation, meetings shall be open to the public, with efforts to accommodate virtual attendance when feasible.

9. Reporting

- a. The Committee shall report regularly to the Councils of each Municipal Unit, providing updates, findings, and recommendations through formal written reports.
- b. Major reports, studies, or public engagement results shall be formally submitted to all five Councils.
- c. The Committee shall provide a formal written interim report within 6–12 months from the start of its work, outlining preliminary findings, observations, and any emerging recommendations, followed by a formal written final report within 12–24 months, presenting comprehensive findings and final recommendations.
- d. Costs associated with research, studies, or external consultants shall be shared among the Municipal Units in proportion to each unit's share of the uniform assessment and population of Shelburne County, as determined by the most recent provincial data.

10. General

- a. The Committee's recommendations will be submitted to each Council for consideration. Implementation, if approved, will be the responsibility of the respective Municipal Units and may include further inter-municipal agreements.
- b. All public communications or media releases regarding the Committee's work shall be coordinated through the CAO/Clerks of the Municipal Units and approved by the Chair.
- c. The Committee shall conduct its work in accordance with all relevant legislation, municipal by-laws, policies, and codes of conduct.
- d. These Terms of Reference may be amended by mutual agreement of the Councils of all five Municipal Units.

11. Approved by Councils

These Terms of Reference for the Joint Services Board Exploration Committee have been reviewed and approved by the Councils of the Municipal Units of Shelburne County. By way of the signatures below, each Council confirms its support for the establishment of the Committee, its mandate, and its operating principles as outlined in this document.

- d. Members may participate virtually using technology that allows all participants and the public to see and hear one another simultaneously.

6. Voting

- a. Decisions shall be made by majority vote of the voting members present.
- b. Members who abstain from voting are deemed to have voted in the negative unless otherwise provided by statute or policy.
- c. In the event of a tie vote, the motion is defeated.

7. Role of the Chair and Vice-Chair

- a. The Committee shall elect a Chair and Vice-Chair annually.
- b. Duties will include:
 - i. Assisting Administration with agenda preparation and meeting scheduling;
 - ii. Calling the meeting to order;
 - iii. Confirming quorum;
 - iv. Maintaining order and facilitating respectful discussion;
 - v. Guiding the agenda;
 - vi. Recognizing members to speak;
 - vii. Putting motions to vote;
 - viii. Declaring the meeting adjourned.

8. Administration / Staff Support

- a. The CAO/Clerks of the Municipal Units shall jointly provide administrative and technical support.
- b. Committee minutes, reports, and supporting documentation shall be maintained by the staff resources in accordance with municipal records management policies and made available to the public in accordance with applicable legislation.
- c. Staff may assist with research, analysis, report preparation, public engagement planning, and coordination of external consultants or studies.
- d. Committee members shall not direct or instruct staff except through the Committee in accordance with municipal policies.

Municipal Unit	Mayor/Warden	Date
Municipality of the District of Barrington	_____	_____
Municipality of the District of Shelburne	_____	_____
Town of Clark's Harbour	_____	_____
Town of Lockeport	_____	_____
Town of Shelburne	_____	_____

DRAFT

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DALO-055	
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Date Apr. 7/26	
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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. 1990, c.8*, enacts as follows:

SHORT TITLE

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

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Part 1 Purpose

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

Part 2 Definitions

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

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

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

Part 3 Regional Emergency Management Organization

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

Part 4 Regional Emergency Management Executive Committee

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

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

Part 5 Regional Emergency Management Coordinator

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

Part 6 Regional Emergency Planning Committee

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

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

6.3 The Planning Committee shall:

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

Part 7 Assistant Emergency Management Coordinators

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

Part 8 Agreements

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

Part 9 Budget Considerations

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

Part 10 Declaration of a State of Local Emergency

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

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

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

Part 11 Duties During an Emergency

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

be contacted; and

11.1.2.2 fulfill such duties described in the emergency operational plan.

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

Part 12 Repeal

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

Clerk's Annotation for Official By-law Book

Date of first reading: _____

Date of advertisement of Notice of Intent to Consider: _____

Date of second reading: _____

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

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

Date of advertisement of Passage of By-law: _____

Effective Date of By-law: _____

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

Municipal Clerk

Date

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

BETWEEN:

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

(hereafter "Barrington")

- and -

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

(hereafter "District of Shelburne")

- and -

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

(hereafter "Town of Shelburne")

- and -

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

(hereafter "Lockeport")

- and -

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

(hereafter "Clark's Harbour")

(collectively, the "parties hereto")

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

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

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

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

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

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

DEFINITIONS

1. In this Agreement:

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

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

EFFECT

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

DECLARING A STATE OF LOCAL EMERGENCY

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

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

LOCAL AND REGIONAL EMERGENCY MANAGEMENT

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

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

REMO GOVERNANCE

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

PROGRAM ADMINISTRATION

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

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

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

REGIONAL EMERGENCY MANAGEMENT COORDINATOR

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

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

REGIONAL EMERGENCY PLANNING COMMITTEE

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

TERM AND TERMINATION

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

WITHDRAWAL

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

REMO ACTIVATION

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

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

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

REMO OPERATION

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

FINANCIAL – REMO OPERATIONS

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

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

FINANCIAL – EMERGENCY EVENTS

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

INSURANCE

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

DISPUTE RESOLUTION

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

NOTICE

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

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

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

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

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

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

APPLICABLE LAW

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

SEVERABILITY

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

WAIVERS AND AMENDMENTS

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

RELATIONSHIP OF PARTIES

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

FURTHER ASSURANCES

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

EXECUTION

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

TIME

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

ENFORCEMENT AND ASSIGNMENT

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

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

MUNICIPALITY OF THE DISTRICT OF BARRINGTON

Per:

Witness

Name: [Signature]

Name: CHAS FOTHER

Title: Chief Administrative Officer

MUNICIPALITY OF THE DISTRICT OF SHELBURNE

Per:

Witness

Name: [Signature]

Name: [Signature]

Title: [Signature]

TOWN OF SHELBURNE

Per:

Witness


Name: Jill Webb

Name: SARAH MATTIATALL

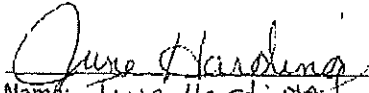
Title: CAO

TOWN OF LOCKEPORT

Per:

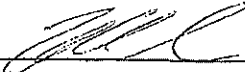


Witness
Name: Jill Cassida

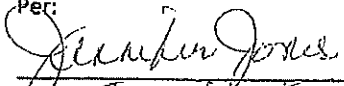


Name: June Harding
Title: TOWN Clerk/Treasurer

TOWN OF CLARK'S HARBOUR



Witness
Name: Tyrell Goodwin

Per:


Name: Jennifer Jones
Title: Clerk/Treasurer

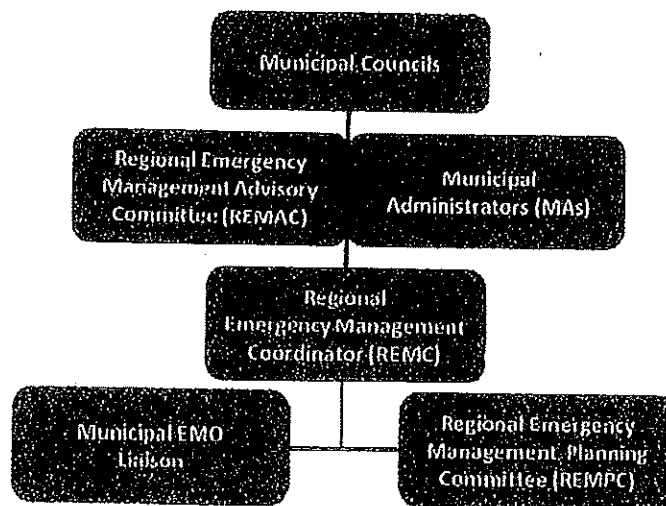
**SCHEDULE A
TERMS OF REFERENCE
REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE (REMAC)**

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

Schedule of Meetings

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

Committee Structure



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

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

Meeting Quorum

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

Agenda Items and Minutes

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

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

**Review of
Terms of
Reference**

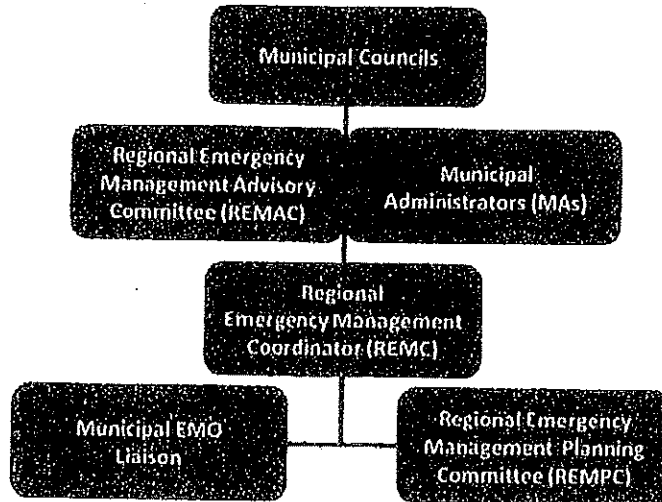
The REMAC Terms of Reference are to be reviewed by the REMAC every two (2) years.

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

Committee	REGIONAL EMERGENCY MANAGEMENT PLANNING COMMITTEE (REMP)
Background	<p>A cooperative partnership has been established operating under the name of Shelburne County Regional Emergency Management Operation (REMO). The purpose of REMO is to provide comprehensive emergency services to the region, to render mutual aid with respect to personnel and equipment during an emergency, and for joint provision of service and facilities by the Municipality of the District of Barrington, Municipality of the District of Shelburne and Towns of Shelburne, Lockeport and Clark's Harbour (the participating municipal units). The Shelburne County REMO has been formed pursuant to s. 10(1)(b) of the <u>Nova Scotia Emergency Management Act</u>, and through an Intermunicipal Services Agreement enabled under s. 60 <u>Municipal Government Act</u>. Through these authorities, the participating municipal units have determined that a Regional Emergency Management Planning Committee (REMP) should be formed to provide advice and guidance relative to emergency planning.</p> <p>Shelburne County comprises a land area of 2,463 km², with a total population of 13,704 and a population density of 5.6/km² (as of the 2021 Census of Population conducted by <u>Statistics Canada</u>) – see <u>Annex A. Shelburne County Map</u>.</p> <p>Shelburne County is a dynamic industrial, agricultural, commercial, residential community that has the potential to be affected by a number of natural and man-made disasters or emergencies.</p> <p>Disasters and major emergencies can present challenges for Shelburne County. The effective exchange of emergency information with the community, and more importantly, those impacted directly by an emergency event is critical to a successful response. Planning for this exchange of emergency information between internal and external stakeholders, the community (both residents and businesses) and the media greatly increases the County's chances of an effective response and organized recovery from the emergency.</p>

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

**Committee
Structure and
Membership**



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

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

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

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

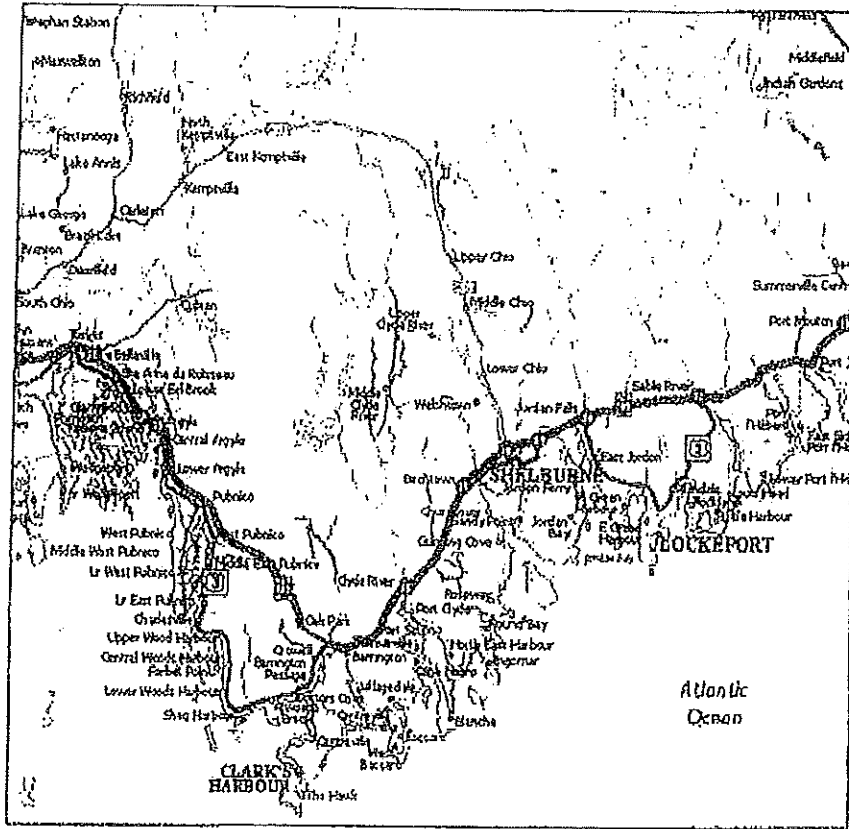
- Provincial agencies

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

**SCHEDULE C
REMO SHARING FORMULA**

Municipal Unit		Barrington	Clark's Harbour	Dist. of Shelburne	Shelburne	Lockeport
REMO Budget	\$46,000.00					
Equal Shares	20.00%	\$1,840.00	\$1,840.00	\$1,840.00	\$1,840.00	\$1,840.00
Population and UA	80.00%	\$16,928.00	\$1,656.00	\$13,248.00	\$3,864.00	\$1,104.00
Total		\$18,768.00	\$3,496.00	\$15,088.00	\$5,704.0	\$2,944.00
Unit % of Total		41%	8%	33%	12%	6%
Related Data		UA	UA %	Pop	Pop %	Combined %
Barrington		\$467,351,546.00	44%	6,523	48%	46%
Town. of Shelburne		\$95,464,617.00	9%	1,644	12%	10.5%
Dist. of Shelburne		\$429,641,989.00	40%	4,336	32%	36%
Lockeport		\$34,328,357.00	3%	476	3%	3%
Clark's Harbour		\$40,266,656.00	4%	725	5%	4.5%

ANNEX A
SHELBURNE COUNTY MAP





Shelburne Audit Committee

January 19, 2026

5:00 – 6:00 p.m.

Document #	D210-056
Rec'd by	JD Mar. 25/26
Date	
COPIES TO:	
Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Sheldon Ringer Committee	<input type="checkbox"/>
	<input type="checkbox"/>

Minutes

Present:

Town Council: Elizabeth Acker, Donald Acker, Therese Cruz and Sheldon Ringer

Finance Manager: Jane Crowell

Town CAO: Sarah Mattatall

Finance Officer: Jennifer Perry

Public Representative: Bruce Bennett

Regrets:

Chair: Mayor, Stanley Jacklin

1) Call to Order (Deputy Mayor Elizabeth Acker)

The meeting was called to order at 4:56 p.m.

2) Approval of Agenda

THAT the Agenda of the Town of Shelburne Audit Committee for January 19, 2026 be approved.

Mover: Sheldon Ringer, Seconder: Donald Acker

3) Approval of Minutes from June 16, 2025 and September 2, 2025

THAT the Minutes of the Town of Shelburne Audit Committee be approved.

Mover: Donald Acker, Seconder: Sheldon Ringer

4) Committee Items:

a) Council / CAO Expenses and Hospitality Review 2025/26 (1st and 2nd Quarter Review)

1st Quarter Review (April – June 2025)

Mayor Stanley Jacklin	Nil
Deputy Mayor Donald Acker	Nil
Councillor Elizabeth Acker	\$221.18 (Mileage – meetings)
Councillor Sheldon Ringer	Nil

Councillor Therese Cruz	Nil
CAO Sarah Mattatall	\$34.58 (Cell Phone)
Hospitality Expense	\$1,055.54 (Council BBQ & Recognition of Volunteers)

2nd Quarter Review (July – September 2025)

Mayor Stanely Jacklin	Nil
Deputy Mayor Donald Acker	Nil
Councillor Elizabeth Acker	\$341.24 (Mileage – meetings)
Councillor Sheldon Ringer	Nil
Councillor Therese Cruz	\$771.86 (Mileage, meals, etc. – Meetings, Events, Conferences)
CAO Sarah Mattatall	\$610.02 (Cell phone, membership, mileage, meals, meetings and events)
Hospitality Expense	Nil

THAT the Audit Committee recommended Town Council approve the 1st and 2nd Quarter Council & CAO Expenses and Hospitality Expenses as presented.
Mover: Donald Acker, Seconder: Sheldon Ringer

b) Draft 2023/24 Financial Indicators for the Town of Shelburne

The Manger of Finance presented the Draft 2023/24 Financial Condition Indicators (FCI) report for the Town of Shelburne to the Committee. It was reported that the Town received an overall assessment of Low Risk (Green), with ten low-risk indicators and two moderate-risk indicators. This represents an improvement from the 2022–23 report, which showed nine low-risk and three moderate-risk indicators. The Manager of Finance reviewed key municipal highlights and explained that the indicators demonstrate the Town is considered low risk for fiscal instability, despite some ongoing challenges.

THAT the Audit Committee accept the Town of Shelburne 2023/24 Financial Condition Indicators report for information.
Mover: Sheldon Acker, Seconder: Donald Acker

THAT the Committee accept the report on updates to the 2025/26 Capital Projects as presented.

Mover: Sheldon Ringer, Seconder: Bruce Bennett

e) Belliveau Veinotte Inc., Internal Controls Review

The Committee received and reviewed the Internal Controls Review prepared by Belliveau Veinotte Inc. dated September 2, 2025. The report identified several areas where improvements should be considered to reduce risk and strengthen governance. Key observations included risks associated with the Town's operation of the Port Authority, including liability exposure, insurance considerations, abandoned vessels, and the current legal structure of the Port. The report also emphasized the importance of continuing to build operating and capital reserves, updating and regularly reviewing lease agreements to reflect inflationary increases, and ensuring proper review of remuneration and expenses for reportable individuals. Additionally, the auditors noted the need for documented policies and procedures, particularly in light of staff turnover, and highlighted the importance of maintaining segregation of duties within finance roles. Cybersecurity risks were also identified, with a recommendation to review operational practices and insurance coverage to ensure adequate protection.

THAT the Committee accepted the report for information as presented.

5) Old Business:

Investigation for separation of the Shelburne Marine Terminal from the Town of Shelburne into its separate entity.

Discussion was had regarding the investigation of separating the Shelburne Marine Terminal from the Town of Shelburne. It was suggested the CAO invite a member of the Digby Harbour Port Association to a zoom meeting to gather information and report back to the Committee.

6) New Business:

None

c) Finance Manager General Update

The Manager of Finance provided an update on revenues and expenses for the 2025/26 year as of November 2025, noting the fiscal year is approximately 67% complete.

Town General

As of November 2025, approximately 91% of projected revenues had been received and approximately 68% of projected expenses had been incurred. It was noted that these figures do not include any year-end adjustments or corrections.

Marine Terminal

As of November 2025, the Marine Terminal had received approximately 41% of projected revenues and expensed approximately 111% of projected expenses. It was noted that capital expenditures related to the Water and Dock Street Wharf Project and transfers from the Port Reserve had not been completed.

Water Utility

As of November 2025, the Water Utility had received approximately 59% of projected revenues and expensed approximately 52% of projected expenses. First and second quarter water billings had been issued. Expense variances were noted in pumping and treatment equipment maintenance due to motor and pump failures, lagoon sludge removal costs, and higher-than-anticipated insurance expenses. Staff advised that some labour costs would be expensed to Town General and that depreciation transfers had not yet been posted. It was noted that lagoon sludge removal had not been performed regularly in past years and would require future budget adjustments.

THAT the Committee received the report for information.

Mover: Donald Acker, Seconder: Sheldon Ringer

d) 2025/26 Capital Projects Update

The Manager of Finance presented a report providing an update on the progress of the Town's 2025/26 Capital Projects. The report outlined the status of projects and included a summary of expenditures to date and identified funding sources across Public Works, Water, Wastewater, and Port operations.

7) Next Meeting Date:

Next Meeting is scheduled for March 16th, 2026 at 5:00 p.m. in Council Chambers

8) Adjournment:

Meeting adjourned at 5:59 p.m.



Meeting Minutes

Heritage Advisory Committee

Thursday January 15th, 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
- Sheldon Ringer, Council Member

REGRETS:

ALSO IN ATTENDANCE:

- Mike Khan, Director, Planning & Development
- Daniel MacKay, Recording Secretary

Document #	D210-057
Rec'd by	JD
Date	Mar. 19 2026
COPIES TO:	
Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>

1. CALL TO ORDER:

The meeting was called to order at 2:59 PM by Sandra Walsh, Chair of the Heritage Advisory Committee.

2. MOTION: APPROVAL OF AGENDA – Nov 6th, 2025

THAT the Agenda for the Regular Meeting of the Heritage Advisory Committee for November 6th, 2025 be approved.

Sheldon - Therese

CARRIED

3. MOTION: APPROVAL OF MINUTES – Nov 6th, 2025

THAT the Minutes for the Regular Meeting of the Heritage Advisory Committee for November 6th, 2025 be approved

Therese - Janet

CARRIED

4. COMMITTEE ITEMS

a. **28 John St. Update**

- i. Michael will re-engage with the owners of 28 John St, regarding Heritage Designation.

b. **Conservation Grants: Old Kirk Cemetery**

- i. Cady found some Conservation Grants that may be available for the Old Kirk Burial Ground.
- ii. 50% of the total project can be applied for
- iii. Caps of \$5000 for Planning and \$10,000 for Conservation
- iv. Cady indicated, that in her research, signage for the burial grounds is the standard for most burial grounds with thin budgets.
- v. The potential of a volunteer group, or Committee of Volunteers could help with signage, Mapping of stones, and some minor restorations.

5. NEW BUSINESS:

a. Old Kirk Cemetery – Form “A” Registration

- i. Michael re-presented the form to the committee.
- ii. This is the second attempt at registration, issues with the previous application
- iii. Requirement of HAC to **Approve** the completion and submission of Form “A”

MOTION: THAT, the Heritage Advisory Committee approve the completed form “A” to Register The old Kirk Burial Ground as a Historic Place.

Therese-Cady
Carried

b. MPS/LUB Update

- i. Michael updated the committee on the status of and key dates surrounding the Town’s new LUB and MPS process. The hope is that it is in force by April 2026.

c. Historic Walking Tours

- i. Janet presented the current Historic walking tours map, and noted the map hasn’t been updated in some time.
- ii. Museum’s Geo-location is incorrect, there is no cardinal directions, or scale, which is a requirement. The use of words and terms like to the right and the left, were also noted as potentially confusing.
- iii. Therese recommended reaching out to David Chupe, Chamber of commerce Shelburne, as they distributed the pamphlets.

MOTION: Motion of support for Janet to approach the chamber of Commerce about revising the Pamphlet map, and directions.

Chris-Cady

CARRIED

6. UPCOMING MEETING DATE AND TIME:

The next HAC meeting will be held on March 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 3:28p

Sheldon-Janet

Respectfully submitted,

Daniel MacKay

Document #	
D26-058	
Rec'd by	
JD	
Date	
Mar. 24/25	
COPIES TO:	
Council	✓
Agenda	✓
Committee	

Western Counties Regional Library

Board Meeting Minutes

December 11, 2025

Present:

- Councillor Sherry Thorburn Irvine, Board Chair, Municipality of Shelburne.
- Councillor Kathy Bourque, Municipality of Argyle.
- Councillor George Manzer, Municipality of Digby.
- Councillor Phil Mooney, Municipality of Yarmouth.
- Mayor Clay Kenney, Town of Clark’s Harbour.
- Councillor William McCormick, Town of Digby.
- Councillor Belle Hatfield, Town of Yarmouth.
- Clifford Hood, Yarmouth Public Library & Museum.
- Erin Comeau, Secretary – Treasurer.

Present via Zoom:

- Councillor Amy MacKinnon, Municipality of Barrington.
- Councillor Réanne Evans, Municipality of Clare.

Regrets:

- Councillor Candace Malik, Town of Lockeport.
- Councillor Elizabeth Acker, Town of Shelburne.

1. Call to Order.

The Chair, Sherry Thorburn Irvine, calls the meeting to order at 1:00 pm. and welcomes everyone to the meeting.

2. Adoption of the Agenda.

There being no additions to the agenda, Belle Hatfield moves and Phil Mooney seconds the adoption of the agenda. Motion carried.

3. Minutes of the Previous Meeting.

The minutes of the September 25, 2025 board meeting are circulated. Belle Hatfield moves and Phil Mooney seconds the approval of the September 25, 2025 board meeting minutes. Motion carried.

4. Business arising from the minutes.

4.1 Communications Strategy – CORL Update and discussion

Erin reports that the Council or Regional Librarians discussed communication strategies that will help regional libraries demonstrate the value of their services. Erin will start working on budget scenarios in the new year to present to the board in March. Multiple scenarios will be presented including one with reduced funding. Public communications about the future of library services will depend on financial decisions for the fiscal year 2026-2027. Erin noted that the headquarters space no longer meets the library's operating needs and that significant renovations are required. The WCRL will need to fund these renovations. A more in-depth discussion on budget and spending will be held at the March 2026 board meeting.

4.2 Guidelines for Naming of Buildings

Erin notes that the development of the guidelines are postponed until other priorities including transitioning the bookkeeping services, reviewing the operational needs for headquarters and developing budget scenarios are met. The guidelines will be kept on the agenda until the 2026-2027 Management Activities are approved by the board.

5. Chair's Report.

Sherry noted that board members, our Executive Director and staff continues to serve residents with quality programming and services, despite many challenges. Prioritizing our core services remain at the heart of what we do as a library system in Southwest Nova Scotia. The Board remains committed to ensuring good governance and support to our Executive Director. She looks forward to the 2026-2027 fiscal year when all regional libraries in the province will be positioning their libraries to adapt to the current provincial funding reality that we face collectively, as sustainable provincial funding remains the goal.

6. Director's Report.

With Management staff down from 8 to 6, some duties have been redistributed in order to keep core operations going. Erin notes that a number of the 2025-2026 Management Activities have been postponed due to the redistribution of duties and staff capacity constraints.

7. Approval of the Financial Statement.

Erin presents the October 31, 2025 trial balance report. She notes that the staff wage increases and the retroactive pay were paid in November and will only appear in the November trial balance. Phil Mooney moves and Kathy Bourque seconds to accept the October 31, 2025 Financial Statement as submitted. Motion carried.

8. HR Governance Committee Chair's Meeting Report

Belle Hatfield, Chair of the HR Governance Committee, indicates that the HR Governance Committee met on November 27 to review two policies.

8.1 Respectful Workplace and Harassment Prevention Policy

Belle indicates that after review, the HR Governance Committee recommends approval from the board. Belle Hatfield moves and Phil Mooney seconds to accept the Respectful Workplace and Harassment Prevention Policy as presented. Motion carried.

8.2 Employee Code of Conduct Policy

Belle indicates that after review, the HR Governance Committee recommends approval from the Board. Belle Hatfield moves and George Manzer seconds to accept the Employee Code of Conduct Policy as presented. Motion carried.

8.3 Discontinued Policies

Belle indicates that after discussion, the HR Governance Committee recommends approval from the Board. George Manzer moves and Clay Kenney seconds that the following four policies be discontinued: Employee Code of Conduct, Code of Ethics, Staff Use of Library Materials and Equipment, and Political Activities by Employees.

Motion carried.

Belle notes that the HR Governance Committee also discussed the need to develop a performance review process for the Executive Director. A committee will be formed to do this.

8.4 Board Orientation Package

Erin indicates that she created a Board Orientation Package based on the information that is in the WCRL Information Booklet for Municipal Councillors. The new sections in the orientation package are: Conduct, Conflict of Interest and Supporting Documents. All new board members will receive this package as part of their orientation.

Belle Hatfield moves and Kathy Bourque seconds the approval of the WCRL Board Orientation Package. Motion carried.

A discussion was held on adding "Declaration of Conflict of Interest" to the board agenda, following "Adoption of Agenda". Also discussed was adding "In Camera" before "Adjournment". All agreed it was a good idea to add these two items to future agendas.

9. **New Business.**

9.1 Public Policy Review.

Six public policies are presented for review. They are: Privacy Policy, Volunteers, Photography and Video in the Library, Library Use and Behaviour Code, Children in the Library and Fundraising. Belle Hatfield moves and Phil Mooney seconds that all six public policies be approved as amended. Motion carried.

10. **Other.**

Erin indicates that the library still has one cashable GIC in the bank with a lower interest rate than what is offered through the library's High Interest Savings Account (HISA). She would like to cash the GIC and move it to the HISA to simplify bookkeeping and generate more funds for the library. Kathy Bourque moves and Belle Hatfield seconds

that the Library's cashable GIC be cashed and placed in the Library's High Interest Savings Account. Motion carried.

11. Around the Table. - none

12. Next Meeting – proposed date.

The next quarterly board meeting date is Thursday, March 19, 2026 at 1:00 pm.

13. Adjournment.

The meeting adjourns at 2:05 pm.



COUNCIL REPORT - FOR DECISION

Subject: Re-purchase of Prince Street Lands
Date: March 26, 2026
Council Dates: April 7, 2026
Prepared by: Mike Kahn, Director of Planning and Development

Document # Dale-059	
Rec'd by JD	
Date Mar. 27/26	
COPIES TO:	
Council	✓
Agenda	✓
Committee	

Background

In 2022 the Town sold land on Prince Street, PID 8014931, to the Shaw Group for \$101,000. The lot is 2.59 acres and is zoned Residential - Mobile Home (R-M) which limits development. A rezoning would be preferable, enabling 6 residential units if rezoned Residential General and up to 72 residential units if the property was connected to Town water.

The Town had the option to repurchase the land on August 31, 2025. The funds from the sale are in the Town's capital reserve; repurchasing the land will have no budget impacts, except the property will not generate property tax until the land is sold.

On July 7, 2025, Council voted to extend the buyback by one year to allow discussions on potential housing developments to continue.

On February 25, 2026, the Town received notice that the Shaw would not be proceeding with development and asked if the Town was interested in repurchasing the lands.

Analysis

The Town has reserved the funds to re-purchase the lands, and there would be no financial cost to repurchasing the lands. There would be a loss of tax revenue of \$796, plus the sewer charge.

As stated, the buyback agreement, the Town will pay 75% of the original price, or \$75,750. If the Town were to repurchase, there would be gain of roughly \$25,250 to the Capital reserve, as the Town had set aside the full \$101,000 in the event it was needed.

The lands along Prince Street have development potential. The lands are one of the few full blocks remaining in Town with sewer access, and nearby water access under Hammond St. The lands could also offer harbour views from the second or third storey. The lands are also located near the hospital and the Grovestine Recreational Complex.

Where the landowner is unlikely to pursue development, it could also complicate the Town seeking grants to extend watermains. Moreover, if the town were to secure funding to extend watermains, the land value would likely increase.

Options

	Pros	Cons
Re-purchase the Prince Street lands	<ul style="list-style-type: none">• Low cost to the Town• Makes property available for grants to extend water services and/or available for other developments	<ul style="list-style-type: none">• Loss of tax revenue
Do not re-purchase the Prince St lands	<ul style="list-style-type: none">• Continued tax revenue	<ul style="list-style-type: none">• Development highly unlikely

Attachments

1. Email from Shaw Group
2. Buy Back Agreement

Recommendation

THAT Council authorizes the repurchase of 8014931 for \$75,750, less the costs to transfer, as per the buy back agreement dated the 19th of September 2022.

From: Tracy McNamara <tmcnamara@shawgrouppltd.com>
Sent: February 25, 2026 9:34 AM
To: Sarah Mattatall <Sarah.Mattatall@shelburnens.ca>; Michael Kahn <planning@shelburnens.ca>
Cc: Glenn Hardie <ghardie@shawresources.ca>; Lindsay Hawker <lhawker@boyneclarke.ca>
Subject: Shaw Group & Town of Shelburne Buy-Back Agreement

Document #	
D216-059	
Rec'd by	
JD	
Date	
Mar. 27/26	
COPIES TO:	
Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>
	<input type="checkbox"/>

CAUTION: This email originated from an external sender.

Hi Sarah & Mike

Further to discussions you've had with Glenn Hardie, we don't intend to move forward with the pocket community project on PID 80149321 and would like to have you buy-back the land pursuant to the attached buy-back agreement.

The price would be \$75,750 less the costs to transfer back to you. We did not do any work on the property so there would be no reinstatement costs.

I've copied our lawyer, Lindsay Hawker, as she'll be handling the legal work involved in the conveyance back to you.

Please advise what next steps will be and if you need anything further from us.

Thank you

Tracy

Tracy McNamara, GPC.D



**Governance & Legal Services
Manager**

The Shaw Group Limited

200-90 Western Parkway

Bedford, NS B4B 2J3

Cell: 902-478-5018

Email: tmcnamara@shawgrouppltd.com

www.shawgrouppltd.com

This email may be privileged and confidential. Any unauthorized use is strictly prohibited. If you received this email in error, please contact the sender directly.

Schedule B

This BUY-BACK AGREEMENT dated the 19 day of September 2022.

BETWEEN:

THE TOWN OF SHELBURNE, a municipal body of corporate
(the "Town")

-and-

THE SHAW GROUP LIMITED, a body corporate, duly incorporated
under the laws of the Province of Nova Scotia

(the "Purchaser")

Document #	
D210-059	
Rec'd by	
Date	
COPIES TO:	
Council	
Agenda	
Committee	

WHEREAS by an agreement of purchase and sale dated the 19 day of September 2022, the Town agreed to sell and the Purchaser agreed to purchase a lot on Prince Street, Shelburne, Nova Scotia PID 80149321 (the "Property") (the "Agreement of Purchase and Sale")

AND WHEREAS the above-mentioned Agreement of Purchase and Sale contains a provision for a Buy-Back Agreement.

WITNESSTH THAT in consideration of the mutual covenants contained herein and the consideration of the sum of One Dollar (\$1.00) paid by each of the parties thereto the other party, the receipt and adequacy of which is hereby acknowledged, the Town and the Purchaser hereby agree as follows:

- A. **Buy Back Agreement as First Charge Upon the Property**
 - 1. It is agreed between the Town and the Purchaser that this Buy-Back Agreement will constitute a first charge upon the Property, unless the Town agrees to subordinate it at the request of Shaw, which may be registered as presently constituted or, alternatively, at the sole election of the Town, a notice of agreement will be registered at the Land Registration Office against the title to the Property at the Buyer's expense.
- B. **Construction of Minimum Completed Housing Units**
 - 2. It is agreed by the Purchaser that the Purchaser's residential development of the Property referred to in the Agreement of the Purchase and Sale shall be the construction by the Purchaser of housing development with a minimum of four (4) units (the "Minimum Housing Units")

Schedule B

3. It is further agreed by the Purchaser that the Purchaser's development of the Property will be as specified in a proposal submitted by the Purchaser and agreeable to the Town. Any changes to the proposed development must first be approved by the Town acting reasonably.
4. It is agreed by the Purchaser that construction on the property shall be completed for the entire residential development of PID 80149321, including landscaping, paving and curbing, not later than thirty-six (36) months from the Closing Date.
- C. Repurchase of Property**
5. After thirty-six (36) months of the Closing Date, if the Purchaser has not complied with the provisions of Sections 2, 3, and 4 of this Buy-Back Agreement, the Town may repurchase the Property.
- D. Purchase Price of Property**
6. In the event that the Town elects to buy back the Property in accordance with the terms of the Agreement of Purchase and Sale for the Purchaser's failure to comply with the terms of the Agreement of Purchase and Sale or the terms of this Buy-Back Agreement, the repurchase price for the Property or any portion thereof shall be seventy-five percent (75%) of the original Purchase Price less the cost of transferring ownership plus the cost of reinstating the Property to its condition as of the Closing Date of the Property if the Town at its sole discretion decides not to accept the Property in its condition on the date that the Town decides to exercise its rights to repurchase the Property under the terms of this Buy-Back Agreement. The cost of reinstatement as referred to above shall be determined by the Town.
7. The Town's rights to repurchase the Property according to the Buy-Back Agreement shall continue in force until the Purchaser has satisfied the Minimum Housing Unit requirement, at which time the Town agrees to promptly release this Agreement from title to the property.
8. Both parties to this Agreement understand and agree that the terms, conditions and covenants of this Agreement shall survive the Closing Date as set out in the Agreement of the Purchase and Sale.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF the Town and the Purchaser hereto have executed this Agreement on the 19 day of September 2022.

SIGNED AND DELIVERED

Nancy McNamara
Witness

Nancy McNamara
Witness

)
) THE SHAW GROUP LIMITED
)
)
) Per: [Signature]
)
) Dean Robertson
) President & CEO
)
) Per: [Signature]
)
) Allan Horsburgh
) Chief Financial Officer

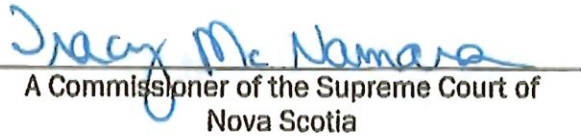
[Signature]
Witness

[Signature]
Witness

)
) THE TOWN OF SHELBURNE
)
)
) [Signature]
)
) Name: Harold Locke
) Title: Mayor
)
) [Signature]
)
) Name: Sherry Doane
) Title: Chief Administrative Officer

PROVINCE OF NOVA SCOTIA
IN THE CITY OF HALIFAX

I CERTIFY that on the 19 day of September 2022, THE SHAW GROUP LIMITED, one of the parties hereto, caused the foregoing indenture to be executed on its behalf by its duly authorized representative, in my presence and that I signed as a witness to such execution.



A Commissioner of the Supreme Court of
Nova Scotia

Tracy McNamara
A Commissioner of the
Supreme Court of Nova Scotia

My Commission expires: Dec 2, 2025

PROVINCE OF NOVA SCOTIA
IN THE TOWN OF SHELBURNE

I CERTIFY that on the 18th day of Aug 2022, THE TOWN OF SHELBURNE, one of the parties hereto, caused the foregoing indenture to be executed on its behalf by its duly authorized representative, in my presence and that I signed as a witness to such execution.


A Notary Public in and for the Province of
Nova Scotia

Donald G. Harding, LL. B.
Barrister - Supreme
Court Nova Scotia



COUNCIL REPORT - FOR DECISION

Document #	
D26-060	
Rec'd by	
JD	
Date	
Apr 2/26	
COPIES TO:	
Council	✓
Agenda	✓
Committee	

Subject: Municipal Heritage Designation – Old Kirk Burial Grounds

Date: March 30th, 2026

Authority: HPA, s. 14 & 15

Council Dates: April 7th, 2026

Notice Date: N/A

Prepared by: Mike Kahn, Senior Planner

Background

The Old Kirk Burying Ground is a cemetery located at the corner of Digby and John Streets and is roughly 24,000 square feet. The land was designated a Provincial Heritage Property under Heritage Property Act (HPA) in 1990. The property was later designated as a municipal heritage resource under the heritage designation for 36 John Street, in 1994.

In 2025, the new owners of 36 John Street requested that property be de-registered. The Old Kirk Burial Ground will remain Provincial Heritage Property. The Town may look for an additional municipal designation under the Heritage Property Act (HPA).

Analysis

The rationale for designation is based on:

- **Age** - The cemetery has been in use since 1784
- **Historicity**
 - Association with historical personages of local and regional significance
 - A property associated with groups, organizations or institutions of local historical significance, is eligible for registration.
 - A property associated with major trends or movements in the Town's history
- **Architecture**
 - Landmark fundamentally inseparable from the Public's perception of Shelburne's culture, history or lifestyle.
- Burial Grounds are eligible for registration.

Character-defining elements of the Old Kirk Burying Ground include:

- location on a prominent lot in the center of Shelburne.
- Historic headstones carved by local masons.
- absence of roads or automobile thoroughfare.

- historic fences surrounding some plots.
- granite slabs supporting part of a knoll.

Options

	Pros	Cons
Option 1 - Begin Designation Process	<ul style="list-style-type: none"> • Protects a heritage asset 	<ul style="list-style-type: none"> • None
Option 2 – Decline the request	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Does not protect the heritage building

Implementation

The Town must provide the landowner with at least 30 days’ notice prior to designation HPA 15 (1), and provide the landowner an opportunity to be heard regarding the proposed designation.

The notice to the Town as a landowner is attached as Appendix 1 - Notice of Intent to Designate Heritage Property– Old Kirk Burying Ground.

Recommendation

THAT Council directs staff to prepare to register the Old Kirk Burial Ground (PID 82579095) as a Municipal Heritage Property under the Heritage Property Act.

Appendices

1. Notice of Intent to Designate Heritage Property – Old Kirk Burying Ground
2. Form A – Notice of Recommendation to Register as a Town Heritage Property.

Appendix 1 - Notice of Intent to Designate Heritage Property– Old Kirk Burying Ground

**NOTICE OF INTENT TO REGISTER PROPERTY
UNDER THE HERITAGE PROPERTY ACT**

The Town of Shelburne hereby provides notice under section 14 of Heritage Property Act that the Town is considering registering your property, **the Old Kirk Burying Ground (PID 82579095)** as a Municipally Registered Heritage Property, in addition to the existing Provincial Heritage Designation.

The rationale for this designation is:

- **Age** - The cemetery has been in use since 1784
- **Historicity**
 - Association with historical personages of local and regional significance
 - A property associated with major trends or movements in the Town's history
- **Architecture**
 - Landmark fundamentally inseparable from the Public's perception of Shelburne's culture, history or lifestyle.

Under the Heritage Property Act, no person shall substantially alter the exterior appearance of or demolish the building, public-building interior, streetscape, cultural landscape or area for one hundred and twenty days after this notice is served unless the municipality sooner refuses to register the property.

Once designated, no alterations may be made to external appearance of the property unless permitted under the Heritage Property Act section 17.

The landowner has the right to address Council on the proposed designation. Council will be considering the designation of your property at:

Regular Meeting of Council
April 7th, 2026, 6:00pm
Council Chambers, 63 King Street, Shelburne NS

Any questions please contact Mike Kahn, Senior Planner, Town of Shelburne at planning@shelburne.na.ca or 902- 319-0735.

Cc: Land Registry Office

*Heritage Properties Committee
Town of Shelburne
P.O. Box 670
Shelburne, Nova Scotia
BOT JWO*

FORM A

NOTICE OF RECOMMENDATION TO REGISTER
AS A TOWN HERITAGE PROPERTY

TO:

You are hereby notified that:

- I. The land and building located at
36 JOHN STREET /SHELBURNE NS
PID: 82579095
has been recommended to be registered in the Town Registry of
Heritage Property for the Town of Shelburne.
2. The reasons for the proposed designations are:

Age: The cemetery has been in use since 1784

Historicity:
- Association with historical personages of local and regional significance
-A property associated with major trends or movements in the Town's
history

Architecture:
Landmark fundamentally inseparable from the Public's perception of
Shelburne's culture, history or lifestyle
3. Section 13 (4) of the Heritage Property Act prohibits any
demolition or substantial alterations to the appearance of the
property described herein for a period of one hundred twenty (120)
days from the date and service of this notice, unless the Town
Council sooner refuses to register this property.
4. The effect of this recommendation and registration in the Town
Heritage Registry described in paragraph I is that no demolition or
substantial alterations in exterior appearance may be taken from the
date of registration unless application, in writing, for permission is
submitted to the Town and the application is granted with or
without conditions. Where such application is not approved, the
owner may make the alterations described in his application or



COUNCIL REPORT - FOR DECISION

Document #	
Dal-061	
Rec'd by	
JD	
Date	
Apr. 11/26	
COPIES TO:	
Council	✓
Agenda	✓
Committee	

Subject: Updated Service Model – Visitor Information Centre Operations
Council Date: April 7, 2026
Prepared by: Sarah Mattatall, CAO

Purpose

The purpose of this report is to advise Council that the Shelburne Museum has agreed to support the delivery of Visitor Information Centre (VIC) services and to seek Council approval to implement a revised service delivery model, including operational supports such as signage and dedicated seasonal parking.

Background

Council previously received a staff report (March 16th, 2026) outlining the operational and financial challenges associated with maintaining the Town’s standalone Visitor Information Centre, as well as a proposed alternative model integrating services within the museum.

At that time, staff were directed to explore this model further and report back with confirmation and implementation details.

Update

The Shelburne Museum has confirmed its willingness to support and deliver VIC services from its facility.

This partnership represents a collaborative approach to sustaining tourism services while strengthening an existing cultural asset within the community.

Proposed Service Delivery Model

Under the updated model:

- Visitor Information Centre services will be delivered from the museum location
- Museum staff will provide visitor information and tourism support
- The Town will work collaboratively with the museum to transition relevant materials and resources from the existing VIC facility
- The standalone VIC building will no longer operate as a seasonal service location (subject to future Council direction)

To ensure the success of this transition, staff will implement the following:

1. Transfer of VIC Materials

- Staff will work with the museum team to review and relocate appropriate furnishings, displays, and tourism materials from the existing VIC facility
- This will support continuity of service and reduce duplication of resources

2. Wayfinding & Signage

- Directional signage will be developed and installed to clearly identify the museum as the new Visitor Information Centre location
- Temporary and permanent signage (including sandwich boards) will be used to guide visitors

3. Dedicated Parking

- Up to two (2) parking stalls will be designated near the museum for seasonal Visitor Information Centre use
- This will improve accessibility and visibility for visitors accessing services

Financial Considerations

The integration of VIC services within the museum is expected to:

- Reduce the Town's direct operating costs associated with staffing and maintaining a standalone facility
- Allow the Town to redirect resources toward supporting the museum's role in delivering these services
- Improve overall service efficiency by leveraging existing infrastructure and staffing

The museum-based service delivery model represents a practical and sustainable approach to maintaining visitor services in the community while addressing current financial and operational pressures.

Staff recommend proceeding with implementation for the upcoming tourism season.

Recommendation

THAT Council approve the transition of Visitor Information Centre (VIC) operations to the Shelburne Museum as the primary service delivery location;

AND THAT Council authorize staff to work with the museum to relocate appropriate VIC materials to support operations;

AND THAT Council approve the installation of directional signage identifying the museum as the Visitor Information Centre;

AND THAT Council approve up to two (2) dedicated seasonal parking stalls near the museum to support VIC operations.



COUNCIL REPORT - FOR DECISION

Document #	
D26-062	
Rec'd by	
JD	
Date	
Apr. 11/26	
COPIES TO:	
Council	✓
Agenda	✓
Committee	

Subject: Landfill Decommissioning – Phase 1 Update, Phase 2 Funding Gap & Advocacy Strategy
Council Date: April 7, 2026
Prepared By: Sarah Mattatall, CAO

Purpose

The purpose of this report is to update Council on the status of Phase 1 of the Morvan Road Landfill Decommissioning Project, provide context on Phase 2 tender results and financial impacts, and seek direction on continued federal advocacy efforts to advance the capping of the site.

Background

The Town has been undertaking a multi-phase approach to the closure and long-term management of the former Morvan Road landfill site in accordance with applicable regulatory requirements and technical standards.

Phase 1 of the project consists of the installation of groundwater monitoring infrastructure and the collection of environmental data to support future phases of work. These activities are being carried out under the direction of qualified environmental engineering professionals and in accordance with provincial regulatory frameworks.

Discussion

Phase 1 – Monitoring and Data Collection

Phase 1 field work has been completed, including the installation of monitoring wells and initial data collection activities. The Town has retained Dillon Consulting to carry out this work. Dillon Consulting is currently preparing a technical summary report that will:

- Document the scope of work completed to date
- Present findings from initial sampling activities
- Incorporate results from multi-season monitoring

Additional sampling is scheduled for Spring 2026 to support seasonal data analysis. The final Phase 1 report will be completed following receipt and analysis of these results.

It is important to note that Phase 1 is technical in nature and intended to inform future engineering and regulatory decision-making processes.

Project Investment – Phase 1

The total cost associated with Phase 1 of the project is \$153,796, with funding contributions as follows:

- Town of Shelburne: \$82,958
- PCAP Funding: \$70,838

These expenditures relate to engineering, field work, and associated technical services required to complete this phase.

Phase 2 – Site Capping (Tender Outcome)

Staff issued a public tender for Phase 2 of the project, which involves site capping and closure activities.

The original estimated cost for Phase 2 was \$609,031, with funding structured as:

- Town contribution: \$304,515
- Municipal Capital Growth Program (MCGP): \$304,515

Tender submissions received exceeded the original cost estimate. Based on the results, the projected cost for Phase 2 would require approximately \$600,000 in additional funding beyond the approved budget. As a result, Phase 2 has not proceeded at this time.

Following receipt of the tender results, staff met with representatives from the office of Jessica Fancy to discuss the project status and funding considerations. Discussions focused on identifying potential funding avenues to address the increased project costs and to support future project phases. These discussions are ongoing.

Next Steps

- Completion of Spring 2026 groundwater sampling
- Finalization of Phase 1 technical report by Dillon Consulting
- Continued review of funding options for Phase 2
- Future reporting to Council as additional information becomes available

The Morvan Road Landfill Decommissioning Project remains a priority for the Town. The 2025 tender results confirm that market escalation in construction and earthworks has materially

impacted the financial viability of the project under current funding arrangements. To date, federal advocacy has not resulted in secured funding.

Given the significance of this project, staff propose that formal correspondence be sent to the Prime Minister of Canada outlining: the importance of completing the project; the confirmed funding gap resulting from tendered costs; the Town's demonstrated financial commitment to Phase 1; and the Town's limited capacity to absorb significant additional costs. The correspondence would further request federal financial support to enable the completion of Phase 2 (capping and closure) of the project.

Recommendation

THAT Council direct staff to continue advocacy efforts with MP Jessica Fancy and relevant federal officials to secure funding for Phase 2 of the Morvan Road Landfill Decommissioning Project;

AND THAT Council direct staff to prepare and submit formal correspondence to the Prime Minister of Canada requesting federal financial support to address the funding gap and enable the completion of Phase 2 of the project.



COUNCIL REPORT - FOR INFORMATION

Document #	D216-163
Rec'd by	JD
Date	Mar. 31/26
COPIES TO:	
Council	<input checked="" type="checkbox"/>
Agenda	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

Subject: 2025-26 Tax Sale Results
Date: March 25, 2026
Authority: Finance Department
Council Dates: April 7, 2026
Prepared by: Jennifer Perry, Finance Manger (in Training)

Purpose

The purpose of this report is to provide Council with an update on the results of the Tax Sale held on March 3, 2026.

Background

On March 3, 2026, the Town of Shelburne conducted its 2025/26 Tax Sale by public auction. Two properties were offered for sale, and both were successfully sold.

Analysis

The winning bid amounts for March 3, 2026 Tax Sale by Auction are as follows:

AAN # 00140439	Carol D. Farmer ET AL	178 Elliot Street	\$13,500.00
AAN # 01450042	Evelyn May Groves	122 Digby Street	\$14,350.00

Attachments:

Tax Sale Results – March 3, 2026



2025-26 Tax Sale Results - March 3, 2026

The winning bid amounts for March 3, 2026 Tax Sale by Auction were as follows:

AAN	PID	Assessed Owners	Description	Opening Bid	Winning Bid	Redeemable
00140439	80143142	Carol D. Farmer ET AL	178 Elliot Street Land, Dwelling	\$ 6,443.84	\$ 13,500.00	Yes (6 Months)
01450042	80147796	Evelyn May Groves	122 Digby Street Land, Dwelling - 1978 MMH Prefab	\$ 5,868.74	\$ 14,350.00	Yes (6 Months)



COUNCIL REPORT - FOR INFORMATION

Document #	D26-064
Rec'd by	JD
Date	Mar. 30/26
COPIES TO:	
Council	✓
Agenda	✓
Committee	

Subject: Bylaw Enforcement Report – January 2026
Date: April 7th, 2026
Prepared For: Council
Prepared By: Dana Nash, Bylaw Enforcement Officer

Reporting Period: January 1 – January 31, 2026

Calls for Service

1. File #: 26-001– Service Request

Location: Hammond Street

Issue: Snow Policy Complaint (plowing across the street)

Action Taken: Spoke with resident, advised them that plowing snow across the street is against the Town of Shelburne Snow Removal Policy, also advised them it’s an offence under Nova Scotia Highways Act.

Status: Resolved

2. File #: 26-002 – Service Request

Location: Jackson Lane

Issue: Dangerous and Unightly Complaint

Action Taken: Spoke with the owner of the property, will inspect once snow is gone

Status: Monitoring

3. File #: 26-003– Service Request

Location: Parr Street

Issue: Waste not properly sorted

Action Taken: Spoke with housing authority, waste will be removed. They will speak with tenant about properly sorting waste.

Status: Monitoring

4. File #: 26-004– Service Request

Location: Public Parking near Yacht Club

Issue: Littering.

Action Taken: Installed camera.

Status: Monitoring

5. File #: 26-005– Service Request

Location: Guild Hall

Issue: Question on Vending, and non-profits.

Action Taken: Advised group that no vending permit is needed for a non-profit group.

Status: Resolved

Assignments and Projects

- Continuing review of Town Bylaws and Policies.
- Assisting Waste Diversion Officer with 'Black Bag' list.
- Assisting Wastewater Department delivering information notices
- Issued 6 parking warnings under Parking Bylaw (winter parking ban)

Additional Duties and Outcomes

- Provided IT support assistance in collaboration with G23 Technologies.
 - Provided support to Region of Queens with questions involving road trail
-



COUNCIL REPORT - FOR INFORMATION

Document # D26-065	
Rec'd by JD	
Date Mar. 30, 2026	
COPIES TO:	
Council	✓
Agenda	✓
Committee	

Subject: Bylaw Enforcement Report – February 2026

Date: April 7th, 2026

Prepared For: Council

Prepared By: Dana Nash, Bylaw Enforcement Officer

Reporting Period: February 1 – February 28, 2026

Calls for Service

1. File #: 26-006 – Service Request

Location: Water Street

Issue: Snow Policy complaint (plowing across the street)

Action Taken: Spoke with resident, advised them that plowing snow across the street is against the Town of Shelburne Snow Removal Policy, also advised them it's an offence under Nova Scotia Highways Act.

Status: Resolved

2. File #: 26-007 – Service Request

Location: Rodgers Lane

Issue: Waste not sorted properly.

Action Taken: Spoke with owner of property, provided education, left waste sorting guide.

Status: Resolved

3. File #: 26-008– Service Request

Location: Parr Street

Issue: Waste not properly sorted.

Action Taken: Spoke with housing authority, waste will be removed. They will speak with tenant about properly sorting waste.

Status: Resolved

4. File #: 26-009– Service Request

Location: Rodney Street

Issue: Dogs running loose

Action Taken: Spoke with dog owner, dogs will be monitored more closely, will not be loose.

Status: Resolved

5. File #: 26-010– Service Request

Location: Dock Street

Issue: Dog on Dog attack.

Action Taken: Spoke with dog owner whose dog attacked smaller dog, verbal warning was given.

Advised dog owner that better attention must be paid when walking dogs in public.
Status: Resolved

Assignments and Projects

- Continuing review of Town Bylaws and Policies.
- Assisting Waste Diversion Officer with 'Black Bag' list.
- Issued 3 parking warnings under Parking Bylaw (winter parking ban)

Additional Duties and Outcomes

- Provided IT support assistance in collaboration with G23 Technologies.
 - Provided support to Region of Queens with questions involving road trail.
 - Assist Finance Department with posting tax sale notices.
 - Assisting Public Works with snow removal.
-