

**REGULAR SESSION OF THE 53rd COUNCIL
OF THE
MUNICIPALITY OF THE DISTRICT OF SHELburne
MUNICIPAL COUNCIL CHAMBERS | 414 WOODLAWN DRIVE
OCTOBER 8, 2025 | 6:00 PM
AGENDA**

	<u>TIME</u>	<u>PAGES</u>
1. <u>CALL TO ORDER</u>	6:00 pm	
2. <u>APPROVAL OF AGENDA</u>		
a. October 8, 2025		1-2
3. <u>ACCEPTANCE OF MINUTES</u>		
a. September 24, 2025		4-7
4. <u>BUSINESS ARISING</u>		
5. <u>PROCLAMATION</u>		
a. Mi'kmaq History Month		8
6. <u>PRESENTATION</u>		
a. Recent Council Decisions – Shelley Smith		9-61
7. <u>OPERATIONS & PROTECTIVE SERVICES</u>		
a. Second and Final Reading of Regional Emergency Measures Operations (REMO) By-Law & Plan* – Marcia d'Eon, Director of Operations & Protective Services		62-69
b. Wetlands Polishing Pond RFP Award* – Marcia d'Eon, Director of Operations & Protective Services		70-129
8. <u>FINANCE</u>		
a. Financial Update – October 2025 – Management Team		130-155
9. <u>RECREATION</u>		
a. Jordan River Trail Bridge Inspection* – Adam Dedrick, Director of Recreation & Parks		156-157
b. RFP Award Owner's Engineer Jordan River Trail Bridge* – Report to follow – Adam Dedrick, Director of Recreation & Parks		158-180



Naturally Yours

414 Woodlawn Drive, PO Box 280 Shelburne, NS BOT 1WO, Phone: (902) 875-3544 - Fax: (902) 875-1278

TIME PAGES

10. COMMITTEE REPORTS/WARDEN UPDATE

- a. Committee Reports
- b. Warden's Update

11. IN-CAMREA

- a. MGA S 22 (2) (a) Acquisition, sale, lease and security of municipal property.
- b. MGA S 22 (2) (g) Legal advice eligible for solicitor-client privilege.

12. ADJOURNMENT

**Municipality of the District of Shelburne
October 08 - Council Meeting
RECOMMENDED MOTIONS**

7(a) MOTION: REMO BYLAW – E-300 – SECOND & FINAL READING

Be it resolved that the Council of the Municipality of the District of Shelburne give second and final reading to the attached REMO Bylaw E-300.

7(b) MOTION: RFP AWARD – STP POLISHING WETLAND

Be it resolved that the Council of the Municipality of the District of Shelburne award the RFP STP Polishing Wetland to Harlow's Construction as per the RFP specifications at a cost of up to \$451,765+hst to come from Municipal Capital Growth Fund, Sustainable Services Growth Fund as well as Capital and/or Operating Reserves.

9(a) MOTION: JORDAN RIVER TRAIL BRIDGE VISUAL INSPECTION

Be it resolved that the Council of the Municipality of the District of Shelburne approve the Director of Recreation & Parks to obtain competitive quotes for a visual inspection of the Jordan River Trail Bridge with funds to come from the Operating Reserve up to \$10,000.

9(b) MOTION: RFP AWARD - OWNER'S ENGINEER SERVICES JORDAN RIVER TRAIL BRIDGE

Be it resolved that the Council of the Municipality of the District of Shelburne award the Request for Proposals Owner's Engineer Jordan River Trail Bridge to Design Point Engineering & Surveying Ltd. for \$92,050 plus HST.

**REGULAR SESSION OF THE 53rd COUNCIL
OF THE
MUNICIPALITY OF THE DISTRICT OF SHELburne
Wednesday, September 24, 2025**

The Regular Session of the 53rd Council of the Municipality of the District of Shelburne was held on Wednesday, September 24, 2025, at 6:00 pm in the Municipal Council Chambers.

THOSE IN ATTENDANCE:

Warden Penny Smith
Deputy Warden Heidi Wagner
Councillor Paula Sutherland
Councillor Sherry Thorburn Irvine via Microsoft Teams
Councillor Ron Coole

ALSO IN ATTENDANCE:

Warren MacLeod, CAO via Microsoft Teams
Erin Hartley, Deputy CAO
Marcia d'Eon, Director of Operations & Protective Services
Danyelle Smith, Waste Diversion Officer
Carol Ann Bower, Recording Secretary

REGRETS:

Councillor Dale Richardson

1. CALL TO ORDER:

The meeting was called to order at 6:00 pm by Warden Smith.

2. APPROVAL OF AGENDA:

- a. September 24, 2025

2(a) MOTION: APPROVAL OF AGENDA – September 24, 2025

Being duly moved and seconded, be it resolved that the Agenda for September 24, 2025, be approved.

- **MOTION CARRIED**

3. ACCEPTANCE OF MINUTES:

- a. September 04, 2025

b. September 10, 2025

3(a) The Minutes of September 04, 2025 were accepted as circulated.

3(b) The Minutes of September 10, 2025 were accepted as circulated.

4. BUSINESS ARISING:

There was no business arising.

5. PROCLAMATION:

a. Right to Know Week – September 22 – September 28, 2025 – Warden Smith

5(a) Warden Smith read the Right to Know Week Proclamation, formally declaring September 22, 2025 to September 28, 2025 Right to Know week in the Municipality of the District of Shelburne. The proclamation was included in the meeting package.

6. ECONOMIC & COMMUNITY DEVELOPMENT:

a. Grants to Organizations Funding* – Erin Hartley, Deputy CAO

6(a) Erin Hartley Deputy CAO presented the Grants to Organizations Funding staff report to Council.

Ms. Hartley advised Council that this request falls into the category of partnership support of a special project and aligns with the Municipality's objective to invest in facilities that promote recreation, wellness, and community connection.

MOTION: GRANTS TO ORGANIZATIONS FUNDING

Be it resolved that the Council of the Municipality of the District of Shelburne approve the request from the Town of Lockport for financial support in the amount of \$5,000 under the Municipality's Grants to Organizations Program, to support the purchase of playground equipment for the redevelopment of Seacaps Playpark. Funds to come from 2025/26 Grants to Organizations, GL# 00-21950-791.

- MOTION CARRIED

7. OPERATIONS & PROTECTIVE SERVICES:

a. Waste Diversion Officer Quarterly Report – Danyelle Smith, Waste Diversion Officer

b. RFP Award – Design, Fabrication, & Installation of Exterior Sign* – Marcia d'Eon, Director of Operations & Protective Services

7(a) Danyelle Smith, Waste Diversion Officer, presented the Waste Diversion Officer Quarterly Report.

Discussion was held regarding the completion of Data Call and the battery program.

7(b) Marcia d'Eon, Director of Operations & Protective Services, presented the RFP Award – Design, Fabrication, & Installation of Exterior Sign staff report.

A discussion was held regarding the design of the sign, Ms. d'Eon advised that once the RFP is awarded there would be design options prepared and there would be a later discussion for Council to approval the sign.

MOTION: RFP AWARD – DESIGN, FABRICATION, & INSTALLATION OF EXTERIOR SIGN

Be it resolved that the Council of the Municipality of the District of Shelburne award the RFP Design, Fabrication, and Installation of Exterior Sign to Autotrim Signs as per the RFP specifications at a cost of up to \$24,829.32 with the understanding that tree clearing, electrical hook up and final landscaping around the base of the sign will be at an additional cost.

- **MOTION CARRIED**

8. CORRESPONDENCE:

- a. Sylvie Delorme RE: Financial Support for Drilled Well

9(a) Warden Smith reviewed the letter from Sylvie Delmore regarding funding for those that have a dug well.

Warden Smith asked staff to do research this matter and submit a staff report at a later date.

9. COMMITTEE REPORTS/WARDEN'S UPDATE:

- a. Committee Reports
b. Warden's Update

10(a) Councillor Thorburn Irvine advised she attended and provided updates on the following:

- Equality Anti-Racism Committee
- 2 Municipal Strategic planning sessions

Deputy Warden Wagner advised she attended and provided updates on the following:

- September 23 – Economic Growth Committee
- September 13, 16 & 18 – Municipal Strategic Planning Session

10(b) Warden Smith advised she attended and provided updates on the following:

- September 13 – Municipal Strategic Planning Session
- September 13 – Echoes of Hope fundraiser event for the Roseway Hospital Charitable Foundation
- September 15, 2025 – Roseway Manor board members visited the MacLeod Cares Mahone Bay Nursing Home.
- September 16 – Municipal Strategic Planning Session
- September 17 – Shelburne County leadership meeting
- September 18 – Municipal Strategic Planning Session
- September 20 – Welcome Neighbors event
- September 20 – Relay for Life at the Ohio Ball Field
- September 23 – Economic Growth Committee meeting

10. ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:17 pm. The next Regular Council meeting will be held on Wednesday, October 8, 2025.

Carolann Bower
Recording Secretary

Date

Penny Smith, Warden

**Erin Hartley, Deputy Chief Administrative
Officer**



**PROCLAMATION
Mi'kmaq History Month
October 2025**

WHEREAS Mi'kmaq History Month was established in 1993 by the Province of Nova Scotia in partnership with the Mi'kmaq Grand Council, to recognize and celebrate Mi'kmaq culture and heritage; and

WHEREAS Treaty Day on October 1st celebrates the anniversary of the 1752 Treaty of Friendship and Peace, which is still in effect today; and

WHEREAS October provides an opportunity for all Nova Scotians to learn more about Mi'kmaq history, traditions, and contributions, and to strengthen relationships built on respect and understanding; and

WHEREAS the Municipality of the District of Shelburne is located on the ancestral and unceded territory of the Mi'kmaq People, and acknowledges the importance of honouring this enduring connection; and

WHEREAS celebrating Mi'kmaq History Month supports the work of reconciliation and encourages a deeper appreciation of the Mi'kmaq Nation's role in shaping the past, present, and future of our province;

THEREFORE, be it resolved that I, Penny Smith, Warden for the Municipality of the District of Shelburne, do hereby proclaim October 2025 as Mi'kmaq History Month in the Municipality of the District of Shelburne.

We encourage all residents to take part in learning, reflection, and community events that celebrate the rich culture, history, and ongoing contributions of the Mi'kmaq People.

Date

Warden Penny Smith

Carolann Bower

From: Shelley Smith [REDACTED]
Sent: September 29, 2025 2:42 PM
To: Carolann Bower
Cc: Erin Hartley
Subject: Re: Request to Present to Council Oct 8/25

Hello MODS group,

This will be the objectives of my presentation to be presented on Oct 8 2025 at 6:pm:

Based on available public information, it appears that the council may not be operating with a clearly defined plan, and there has been limited communication regarding any such plan.

My presentation focuses on three examples to demonstrate our contention:

- · The Hartz Point land purchase
- · The acquisition and disposal of land
- · The withdrawal of municipal services

The aim is to inform the council about residents' perceptions of their decisions.

The Hartz Point Purchase

Throughout the entire purchase of Hartz Point it seems to have been a secretive process and was not open to public observers.

Public communications, including recent press releases, offer vague assurances without details.

Potential Financial Risks are unaddressed. No comprehensive financial analysis has been carried out. The claim that this is a "good investment" remains unsupported by measurable outcomes or benchmarks.

Absence of a Public Plan: There is no published timeline or set of objectives for the development or use of Hartz Point. This leaves residents unable to assess the value or impact of the purchase.

No Public Engagement: The decision was made without prior consultation. Even post-purchase, there has been no meaningful dialogue with the community.

The Acquisition and Disposal of Land

We are concerned that council may be acquiring land for eventual transition to future private commercial interests.

The purchase of PID 80143555 and PID 80113889 and the subsequent awarding of an RFP to determine how this land should be used is very perplexing. It seems to indicate that

council will buy land without first having a clear idea of how it will be used and how it will fit into the official community plan.

MODS must be seen as above reproach and the purchasing of land for the future benefit of 3rd parties brings this into question.

Has there been an analysis of the negative impact of MODS ownership of so many properties (see compiled list of all known MODS holdings) on the tax base, i.e., the loss of potential tax revenue.

For the acquisition of lands by direct purchase, is there a documented process that is being followed? Are considerations of indigenous impact and cultural significance done before the purchases?

The Withdrawal of Municipal Services

Community sentiment is that service delivery must be maintained or enhanced while the municipality continues to walk back services such as the C&D site, RCMP relocation, Jordan Falls Fire regionalization. Priority must be taken to provide front facing services while maintaining essential services to ensure a healthy community and ensuring the foundational pillars of community growth.

Community expectation:

Develop a strategy to maintain or improve services using a citizen centric approach. A best practice would be to establish a community service review committee with members of the public as members.

General West Green Harbour



POLICY PURPOSE

- 8.1 It shall be the policy of the Municipality of the District of Shelburne to have clear and consistent rules for individuals and groups wishing to make a presentation to Council.

POLICY DETAILS

- 8.2 Any person or group wishing to address Council shall seek permission from the Warden not less than ten (10) days prior to the meeting at which the person or delegation wishes to appear and shall submit their presentation in writing to the Municipal Clerk at least seven (7) days prior to the meeting date.
- 8.3 Individuals or groups wishing to address Council shall only be permitted to do so if the nature of their presentation is within municipal jurisdiction or of a general community nature. If a topic is of a specific nature that normally is overseen by a specific committee, the Municipal Clerk shall direct the person or group to the appropriate committee with the approval of the Warden.
- 8.4 Unless specifically agreed to by Council, no more than two presentations shall be made at any Council meeting.
- 8.5 Chair of Council shall have discretion to allow a presentation that does not meet the requirements of this policy if it is felt that the presentation is of an emergency nature.
- 8.6 All presentations should be made by the person making the request or one representative of a group that wishes to address Council. The presentation shall be limited to 15 minutes, with an additional 10 minutes allocated for questions by Council.
- 8.7 Individuals or groups wishing to address the Municipality shall only be allowed to do so in one forum and not at multiple meetings.
- 8.8 No decisions shall be made by Council during any meeting at which a presentation is heard. Such matters shall be referred to the appropriate Committee or Chief Administrative Officer for further research and discussion, after which the matter may be considered by Council.

THIS IS TO CERTIFY that the Council of the Municipality of the District of Shelburne duly passed the policy respecting Appearing Before Council on the 28th day of November, 2016.

Celebrating a Year of Funding Successes in Our Municipality

Over the past year, our municipality has made tremendous strides in securing external funding to support key infrastructure, community development, and sustainability initiatives. Thanks to the efforts of Council, staff, and community partners, we were able to access multiple grants and funding contributions from various federal, provincial, and regional programs.

Here are some highlights of the funding we have received:

• Healthcare Support Initiative

Received \$51,500 through the Office of Healthcare Recruitment Professionals to support a healthcare career fair, healthcare appreciation lunch, multicultural events and the creation of a community guidebook.

• Housing Action Plan

Awarded \$1.54 million from the Housing Accelerator Fund 2 with the goal of achieving a housing supply growth target of 40 new residential units over the next three years.

• Green Energy Initiatives

With \$214,200 from the Sustainable Communities Challenge Fund we installed solar panels on the municipal building and added three EV charging stations with two chargers each, moving us toward a more sustainable future.

• Sewage Treatment Facility Upgrades

Received \$281,000 from the Municipal Capital Growth Fund to assist in designing and installing a new wetland polishing pond to expand capacity and ensure continued compliance with NS Environment & Climate Change regulations.

• Accessible Enhancements

With \$82,259 from the Enabling Accessibility Fund, additional hearing and signage updates will be installed in our Municipal Administration Building to improve accessibility for individuals of all abilities.

• Workplace Wellness

A grant of \$2,700 from the AMANS Municipal Wellness Grant to help promote a positive and healthy workplace through various wellness initiatives and activities.

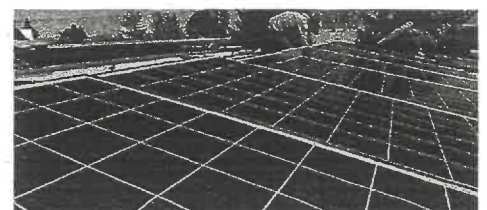
• Community Event Support

A grant of \$3,500 from Community Culture, Heritage & Tourism to contribute to the success and marketing efforts of the Nova Scotia Giant Pumpkin Regatta.

• Sustainable Communities

A grant of \$54,500 from Low Carbon Communities Fund to complete a green house gas emission inventory. This inventory will prepare the Municipality with the data necessary to establish a climate change action plan.

We are proud of what we've accomplished and remain committed to seeking out funding opportunities that bring long-term benefits to our community. These investments not only improve the quality of life for residents but also strengthen the economic and environmental resilience of our region. Thank you to all who played a role in making these successes possible!



Hartz Point



Property Online Map

Date: September 23, 2025 12:23:34



PID: 82550559 Details
County: SHELburnE COUNTY
LR: LAND REGISTRATION

Address: HARTZ POINT ROAD
 HARTZ POINT
 GRANT 1806
Owner: MUNICIPALITY OF THE
 DISTRICT OF SHELburnE

AAN: 00757225
Value: \$343,800.00 (2025 RESOURCE
 FOREST)

The Provincial mapping is a graphical representation of property boundaries which approximate the size, configuration and location of parcels. Care has been taken to ensure the best possible quality, however, this map is not a land survey and is not intended to be used for legal descriptions or to calculate exact dimensions or area. The Provincial mapping is not conclusive as to the location, boundaries or extent of a parcel [Land Registration Act subsection 21(2)]. THIS IS NOT AN OFFICIAL RECORD.

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Please feel free to [Submit Problems](#) you find with the Property Online web site.

THIS WARRANTY DEED made this 11th day of July, 2025.

BETWEEN:

WARDENS AND RECTORS OF THE UNITED PARISHES OF ST. GEORGE AND ST. PATRICK, at Birchtown, in the County of Shelburne, Province of Nova Scotia, a body corporate pursuant to the provisions of *The Anglican Church Act (Nova Scotia)*;

being the Owner of the lands described in Schedule "A" herein

(hereinafter called the "GRANTOR")

OF THE ONE PART

- and -

MUNICIPALITY OF THE DISTRICT OF SHELburne, a municipal corporation, with a mailing address of 414 Woodlawn Drive, PO Box 280, Shelburne, NS B0T 1W0;

(hereinafter called the "GRANTEE")

OF THE OTHER PART

-and-

SANDRA FYFE, BISHOP OF NOVA SCOTIA AND PRINCE EDWARD ISLAND, a corporation sole pursuant to the provisions of *The Anglican Church Act (Nova Scotia)*;

(hereinafter referred to the "BISHOP")

OF THE OTHER PART

WHEREAS the United Parishes of St. George and St. Patrick, at a meeting duly constituted have unanimously moved to accept advice to convey the lands described in Schedule "A" to the Grantee named herein.

WHEREAS the Bishop of the Diocese of Nova Scotia and Prince Edward Island has approved and consented to herein conveyance in pursuance of the provisions of *The Anglican Church Act (Nova Scotia)* and joins in this deed to signify her consent;

WITNESSETH that in consideration of One Dollars (\$1.00) of lawful money of Canada and other good and valuable consideration, the Grantor hereby conveys to the Grantee the lands described in the Schedule "A" hereto annexed and hereby consents to this disposition pursuant to the *Matrimonial Property Act* of Nova Scotia;

THE GRANTOR covenants with the Grantee that the Grantee shall have quiet enjoyment of the lands, that the Grantor has a good title in fee simple to the lands and the right to convey them as hereby conveyed, that they are free from encumbrances and that the Grantor will procure such further assurances as may be reasonably required and the Grantor shall hereby Warrant and Forever Defend the lands unto the Grantee, and it is agreed and declared that the terms "Grantor" and Grantee" used in this Deed shall be construed to include the plural as well as singular and the masculine, feminine and neuter genders where the text so requires.

IN WITNESS WHEREOF the Grantors herein have set their hands and affixed their seal the day and year first above written.

W Buchanan
Witness

) Benjamin Von Bredow
) **THE REVEREND BENJAMIN VON BREDOW,**
) Rector of The United Parishes of
) St. George and St. Patrick

W Buchanan
Witness

) Martha R Holmes
) **MARTHA HOLMES,** Warden of The United
) Parishes of St. George and St. Patrick

W Buchanan
Witness

) Joan Bower
) **JOAN BOWER,** Warden of The United
) Parishes of St. George and St. Patrick

CANADA)
COUNTY OF SHELBURNE)
NOVA SCOTIA)

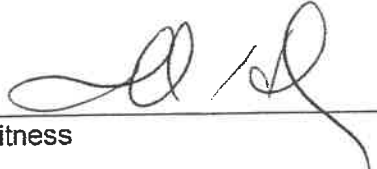
I HEAR BY CERTIFY that on this 4th day of July, 2025, Rector, Wardens and other Members of the Parish Council of the United Parishes of St. George and St. Patrick, a body corporate, through its authorized officers The Reverend Benjamin von Bredow, Rector/PIC of the United Parishes of St. George and St. Patrick, Martha Holmes, Warden of the United Parishes of St. George and St. Patrick, Joan Bower, Warden of the United Parishes of St. George and St. Patrick, one of the parties hereto, signed, sealed and delivered the same in my presence.



A Barrister/Commissioner of the Supreme Court
of Nova Scotia

WANDA L. BUCHANAN
A Commissioner of the Supreme
Court of Nova Scotia

IN WITNESS WHEREOF the Grantors herein have set their hands and affixed their seal the day and year first above written.



Witness



)THE RIGHT REVEREND SANDRA FYFE
) Bishop of the Diocese of Nova Scotia
) and Prince Edward Island.



CANADA
COUNTY OF SHELBURNE
NOVA SCOTIA

I HEREBY CERTIFY that on this 14th day of July, 2025, The Right Reverend Sandra Fyfe, Bishop of the Diocese of Nova Scotia and Prince Edward Island, one of the parties hereto, signed, sealed, and delivered the same in via video conference in my presence and I have signed as a witness to such execution.



A Barrister/Commissioner of the
Supreme Court of Nova Scotia

DONALD G. HARDING Q.C.
Barrister of the Supreme
Court of Nova Scotia

AFFIDAVIT OF STATUS

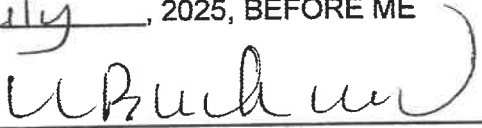
CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF SHELburnE

We, **The Reverend Benjamin von Bredow, Martha Holmes, and Joan Bower**, all of Shelburne, in the County of Shelburne and Province of Nova Scotia make oath and say as follows:

1. **THAT** we are, respectively, the Rector, the Wardens and the Secretary of the **United Parishes of St. George and St. Patrick**, the GRANTOR in the within indenture, and we have personal knowledge of the matters herein deposed to.
2. **THAT** this acknowledgement is made pursuant to section 31(a) of the *Registry Act*, R.S.N.S. 12989, c.392 or s. 79(1)(a) of the *Land Registration Act* as the case may be for the purpose of registering this instrument.
3. **THAT** the **United Parishes of St. George and St. Patrick**, a body corporate and Grantor in the foregoing Indenture, has satisfied all requirements of the *Anglican Church Act (Nova Scotia)* as regards to the sale of real property by a Parish and sale of that Property defined in Schedule "A" attached hereto.
4. **THAT** we are all of the full age of nineteen (19) years.
5. **THAT** for the purpose of this our Affidavit, "spouse" means either of a man or a woman who:
 - (a)
 - (I) are married to each other;
 - (II) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity; or
 - (III) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year.
 - (b) An individual who is a party to a registered domestic- partner declaration made in accordance with Section 53 of the *Vital Statistics Act* but does not include a former domestic partner.
6. **THAT**, for the purposes of this our Affidavit, "matrimonial home" means a dwelling and real property occupied by a person and that persons spouse as their family residence and in which either or both of them have a property Interest other than a leasehold interest.
7. **THAT** the Property defined in Schedule "A" attached hereto is not occupied by any member of the **United Parishes of St. George and St. Patrick**, Shelburne, Nova Scotia, as a matrimonial home and membership in the **United Parishes of St. George and St. Patrick**, Shelburne, Nova Scotia, aforesaid does not entitle the member or members thereof to occupy the aforesaid Property as a matrimonial home.

8. **THAT** the sale of the Property defined in Schedule "A" attached hereto constitutes and exempt supply pursuant to the Part 1 of Schedule V of *the Excise Tax Act* (Canada).

I **CERTIFY** that on this date the Deponent came before me, made oath and swore the foregoing affidavit. I further certify I signed the within instrument as witness to its execution by the officer of the Corporation in my presence this 4th day of July, 2025, BEFORE ME


A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

WANDA L. BUCHANAN
A Commissioner of the Supreme
Court of Nova Scotia

) 
) **THE REVEREND BENJAMIN VON**
) **BREDOW**, Rector of The United
) Parishes of St. George and St. Patrick
)
) 
) **MARTHA HOLMES**, Warden of The
) United Parishes of St. George and
) St. Patrick
)
) 
) **JOAN BOWER**, Warden of The United
) Parishes of St. George and St. Patrick

PID 82550559

Municipality/County: Shelburne County

Designation of Parcel on Plan: "Glebe Lands" Property of The Rector and Wardens of The United Parishes of St. George and St. Patrick

Title of Plan: Plan of Survey, "Glebe Lands", Showing Property of The Rector and Wardens of The United Parishes of St. George and St. Patrick located at Hartz Point, Birchtown, Shelburne County, Nova Scotia

Registration District: Shelburne County

Registration Reference of Plan: Plan No. 2378

SAVING AND EXCEPTING Lands Shown on the aforementioned Plan No. 2378 as lands of Former Canadian National Railway and all lands situated to the northwest of said former railway.

TOGETHER WITH a Right of Way over the private road leading from the lands described herein to Hartz Point Road and to Highway No. 3 as shown on a plan of survey recorded as plan number 38.

TOGETHER WITH a Right of Way as described in the Identure recorded July 25, 2013 at the Land Registration Office at Shelburne as document number 103479706 (corresponding flip side document 103479540).

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

Schedule A

PID 80094287

Municipality/County: Shelburne County

Designation of Parcel on Plan: "Glebe Lands" Property of The Rector and Wardens of The United Parishes of St. George and St. Patrick

Title of Plan: Plan of Survey, "Glebe Lands", Showing Property of The Rector and Wardens of The United Parishes of St. George and St. Patrick located at Hartz Point, Birchtown, Shelburne County, Nova Scotia

Registration District: Shelburne County

Registration Reference of Plan: Plan No. 2378

SAVING AND EXCEPTING Lands Shown on the aforementioned Plan No. 2378 as lands of Former Canadian National Railway and all lands situated to the southeast of said former railway.

TOGETHER WITH a Right of Way over the private road leading from the lands described herein to Hartz Point Road and to Highway No. 3 as shown on a plan of survey recorded as plan number 38.

TOGETHER WITH a Right of Way as described in the Indenture recorded July 25, 2013 at the Land Registration Office at Shelburne as document number 103479706 (corresponding flip side document 103479540).

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

-and-

SHELBURNE HABOUR

Minimum depth of 4.921 fathoms/29.5275 feet – through it's narrows

BIRCHTOWN BAY

Up in Bay very shallow. Off the end of Hartz Point, just outside the ledges on the west side, it drops down to 5 fathoms/30 feet or so.

Municipal Land

Economic Growth Strategy Committee

Monday, June 2nd, 2025

Meeting Minutes

APPROVED

Present:

Meghan Cox, Community Member

Duane MacLellan, Community Member

Andrew Locke, Community Member

Andrea Davis, Community Member

Jill Webb, Economic Development Officer

Penny Smith, Council Member

Sherry Irvine-Thorburne, Alternate Council Member

Warren MacLeod, CAO

Val Kean, Director of Economic & Community Development

Regrets:

Dale Richardson, Council Member

Public Community Members:

1 member of the public was in attendance.

1. Call to Order

CAO, Warren MacLeod called the meeting to order at 3:00pm.

2. Approval of the Agenda

CAO asked for approval of the agenda.

It was duly moved and seconded that the agenda for June 2nd, 2025, be approved as presented.

- MOTION CARRIED

3. Introductions

CAO MacLeod and Val Kean made introductions to the committee.

4. Election of Officers

a) Chair

CAO MacLeod noted that the committee required a Chair and opened the floor for nominations. Councillor Wagner nominated Andrew Locke, with Duane MacLellan seconding the nomination. Ms. Kean provided an

overview of the Chair's responsibilities, and Mr. Locke accepted the nomination. Hearing no further nominations for the position:

It was duly moved and seconded that Andrew Locke be appointed Chair by acclamation.

-MOTION CARRIED

The meeting was then turned over to Mr. Locke, who assumed the position of Chair.

b) Vice Chair

Mr. Locke began chairing the meeting by calling for nominations for Vice Chair. Meghan Cox nominated Duane MacLellan, with Councillor Wagner seconding the nomination. Mr. MacLellan accepted the nomination. Hearing no further nominations for the position:

It was duly moved and seconded that Duane MacLellan be appointed Vice Chair by acclamation.

-MOTION CARRIED

5. Overview

CAO MacLeod provided an overview of the challenges municipalities face, their limitations and abilities for economic growth which included conversation regarding a declining fishery, the need for economic diversity and power grid limitations in southwest nova scotia.

6. Municipal 5-Year Strategic Plan

CAO MacLeod explained that the Municipality has engaged a company to develop its first-ever 5-year strategic plan, which will serve as a framework for future budgets by establishing clear priorities of Council. In the coming months, public engagement sessions will be held to identify community priorities and help guide Council's decision-making moving forward.

7. Properties

a) Surplus Lands Categorization

Ms. Kean reviewed the property categorization process with the committee, after which the committee began assessing individual properties. The committee recommended that each property be categorized as follows and the recommendation was made for Council declare them as surplus property:

Shore Road Property – Adjacent Landowner

Roseway Hall Loop – Adjacent Landowner

Sandy Point – Adjacent Landowner

Spa Road – Housing

Lake Road Property – Housing

Properties in Industrial Park – Economic Development

Old Weather Station Property – Regular Sale (potentially sold separately)

Jordan Bay Trail – Adjacent Landowner

Highway 3 Property – Regular Sale (sold as a single parcel)

West Green Harbour (old school) – Regular Sale

East Green Harbour Road – Regular Sale

The committee also discussed the municipally owned properties located along Highway 103. While they suggested categorizing these as Economic Development, they recommended further review before declaring them as surplus.

Ms. Kean provided additional clarification on the process, noting that the Municipality intends to negotiate a buy-back agreement as part of the property disposition.

b) Disposal of Surplus Property Policy – Review

Ms. Kean provided the committee with an overview of the policy.

c) Investment Readiness

Ms. Kean explained that \$60,000 has been allocated to conduct a market gap analysis for the Highway 103 property, aimed at identifying needs and potential uses for the site.

THAT the Committee recommends to Council to proceed with a detailed analysis of the Highway 103 property.

H. Wagner - M. Cox

-MOTION CARRIED

8. Housing Accelerator Fund

Ms. Kean provided the committee with an overview of the Housing Accelerator Fund and outlined the associated initiatives.

9. New Business

There was no new business at this time.

10. In Camera

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

It was duly moved and seconded that the committee go in-camera at 4:37pm for discussions around MGA section 22 (2) (a) – acquisition, sale, lease and security of municipal property.

- MOTION CARRIED.

The committee came out of in-camera at 5:24pm.

Mr. Locke asked if there were any motions coming out of in-camera.

THAT the Municipality send a letter to the Town of Shelburne to initiate discussions regarding the possibility of a sewer connection for the purpose of supporting housing development at PID 80111818, Spa Road.

D. MacLellan – H. Wagner

-MOTION CARRIED

11. Next Meeting

12. Adjournment

THAT the meeting of the Economic Growth Strategy Committee be adjourned at 5:26pm.

-MOTION CARRIED



Naturally Yours

414 Woodlawn Drive, PO Box 280 Shelburne, NS BOT 1WO, Phone: (902) 875-3544 - Fax: (902) 875-1278

**REGULAR SESSION OF THE 53rd COUNCIL
OF THE
MUNICIPALITY OF THE DISTRICT OF SHELburne
Wednesday, September 10, 2025**

The Regular Session of the 53rd Council of the Municipality of the District of Shelburne was held on Wednesday, September 10, 2025, at 6:00 pm in the Municipal Council Chambers.

THOSE IN ATTENDANCE:

Deputy Warden Heidi Wagner via Microsoft Teams
Councillor Paula Sutherland
Councillor Sherry Thorburn Irvine
Councillor Ron Coole via Microsoft Teams

ALSO IN ATTENDANCE:

Warren MacLeod, CAO via Microsoft Teams
Erin Hartley, Deputy CAO
Adam Dedrick, Director of Recreation & Parks via Microsoft Teams
Val Kean, Director of Economic & Community Development
Jill Webb, Economic Development Officer
Nicole Blades, Recording Secretary

REGRETS:

Warden Penny Smith
Councillor Dale Richardson

1. CALL TO ORDER:

The meeting was called to order at 6:00 pm by Deputy Warden Wagner.

2. APPROVAL OF AGENDA:

a. September 10, 2025

2(a) MOTION: APPROVAL OF AGENDA - September 10, 2025

Being duly moved and seconded, be it resolved that the Agenda for September 10, 2025, be approved with the following amendment:

9. CORRESPONDENCE

f. CAMPS Re: Letter of Support Request

- MOTION CARRIED

Warren MacLeod, CAO

Warren.MacLeod@municipalityofshelburne.ca

www.municipalityofshelburne.ca

Penny Smith, Warden

warden@municipalityofshelburne.ca

3. ACCEPTANCE OF MINUTES:

a. July 23, 2025

3(a) The Minutes of July 23, 2025 were accepted as circulated.

4. BUSINESS ARISING:

There was no business arising.

5. RECREATION & PARKS:

a. Floating Dock Sale by Tender Award - Adam Dedrick, Director of Recreation & Parks

5(a) Adam Dedrick, Director of Recreation & Parks, presented the Floating Dock Sale by Tender Award staff report.

The replaced Welkum Park floating dock was declared as surplus property and advertised for sale by tender with a minimum bid of \$3,000 in July 2025 with no bids received. Staff readvertised with a minimum bid of \$1.00 and one bid was received.

MOTION: FLOATING DOCK SALE

Being duly moved and seconded, be it resolved that the Council of the Municipality of the District of Shelburne award the Floating Dock Sale by Tender to Tony Dubinsky for the bid amount of \$500.

- **MOTION CARRIED**

6. ECONOMIC & COMMUNITY DEVELOPMENT:

- a. Affordable Housing Grant Policy – Jill Webb, Economic Development Officer**
- b. Development Officer Appointment – Val Kean, Director of Economic & Community Development**
- c. Market Gap & Investment Readiness Analysis – RFP Award - Val Kean, Director of Economic & Community Development**
- d. Housing Development Infrastructure Needs – RFP Award - Val Kean, Director of Economic & Community Development**

6(a) Jill Webb, Economic Development Officer, presented the Affordable Housing Grant Policy staff report.

As an initiative of the Housing Accelerator Funding, the Affordable Housing Grant Policy provides the Municipality with a tool to help address housing challenges in our community, promoting mixed income and sustainable communities.

Ms. Webb advised Council the Policy outlines objectives and eligibility criteria to encourage the development of affordable housing within the Municipality. The grant program will operate with an annual budget allocation approved by Council. \$100,000 has been approved in the 2025/2026 operating budget.

A discussion was held and it was noted that Ms. Webb would be the first point of contact for interested applicants.

MOTION: AFFORDABLE HOUSING GRANT POLICY

Being duly moved and seconded, be it resolved that the Council of the Municipality of the District of Shelburne approve the Affordable Housing Grant Policy as presented, to support the creation of affordable housing units within the Municipality of the District of Shelburne.

- **MOTION CARRIED**

6(b) Val Kean, Director of Economic and Community Development, presented the Development Officer Appointment staff report.

Ms. Kean advised Council in order to meet legislative requirements under the Municipal Government Act, municipalities are required to appoint a Development Officer who is responsible for the administration of land use planning documents, including the Municipal Planning Strategy, Land Use By-law, and Subdivision By-law.

MOTION: DEVELOPMENT OFFICER APPOINTMENT

Being duly moved and seconded, be it resolved that the Council of the Municipality of the District of Shelburne appoint Jill Webb, Andrew Goreham and Chrystal Fuller as Development Officers for the Municipality of Shelburne, effective immediately, with all associated powers and responsibilities under the Municipal Government Act and applicable planning documents.

- **MOTION CARRIED**

6(c) Val Kean, Director of Economic and Community Development, presented the Market Gap & Investment Readiness Analysis – RFP Award staff report.

An RFP for a market and investment readiness analysis was advertised for the Municipally owned properties located between exit 25 and exit 26 on Highway 103 to assist in determining community needs and suited economic development. Seven submissions were received and evaluated.

MOTION: RFP AWARD – MARKET GAP & INVESTMENT READINESS ANALYSIS

Being duly moved and seconded, be it resolved that the Council of the Municipality of the District of Shelburne award the Market Gap and Investment Readiness Analysis Request for Proposal to ASBB Economics and Research Ltd. AND,

THAT the Municipality authorize the Chief Administrative Officer to enter a legal contract, based on the terms of our Request for Proposal, and the proposal submission at a price of \$65,000, plus HST.

- **MOTION CARRIED**

6(d) Val Kean, Director of Economic and Community Development, presented the Housing Development Infrastructure Needs – RFP Award staff report.

An RFP for class A designs and cost estimates for wastewater infrastructure expansion was advertised for two sites including Clover, Aster and Mayflower Street and Lake Rodney Road to support housing development. Two submissions were received, with one being admissible after evaluation.

A discussion was held regarding funding and timeline constraints. Ms. Kean advised Council that twenty-seven units have been permitted this fiscal thus far and the infrastructure expansion will further support additional development to assist in reaching the target of forty units as part of the Housing Action Plan.

MOTION: RFP AWARD – WASTEWATER INFRASTRUCTURE EXPANSION DESIGN

Being duly moved and seconded, be it resolved that the Council of the Municipality of the District of Shelburne award the Request for Proposal for a Class A design and cost estimate to support wastewater infrastructure renewal and expansion to RV Anderson Associates Limited, AND,

THAT Council authorizes the Chief Administrative Officer to enter a legal contract, based on the terms of our Request for Proposal, and the proposal submission at a price of \$102,168, plus HST.

- **MOTION CARRIED**

7. ADMINISTRATION:

- a. Social Media Policy – Erin Hartley, Deputy CAO
- b. Strong Mayors Update – Warren MacLeod, CAO

7(a) Erin Hartley, Deputy CAO, presented the Social Media Policy staff report.

Ms. Hartley advised Council of the need for clear written process and procedures relating to municipal staff, Council, and representative's social media usage. A Social Media Policy would ensure professional, consistent, accurate and legally compliant communication with the public.

MOTION: SOCIAL MEDIA POLICY

Being duly moved and seconded, be it resolved that the Council of the Municipality of the District of Shelburne approve the attached Social Media Policy.

- **MOTION CARRIED**

7(b) Warren MacLeod, CAO, provided an update on the Strong Mayor legislation.

The Province of NS has begun discussions regarding Strong Mayor powers. A "strong mayor" is an elected official, primarily in a municipal government, who wields significant administrative and legislative powers beyond those of a typical mayor or warden, including the ability to veto council decisions, direct municipal staff, propose budgets, and appoint and dismiss senior staff like the CAO.

The Association of Municipal Administrators of Nova Scotia (AMANS) has released a briefing note to the CAO's of Nova Scotia stating that adopting "Strong Mayor" legislation in Nova Scotia would threaten to undermine the foundational democratic principles that ensure accountable, transparent, and effective municipal governance.

A discussion was held, and it was encouraged for Councillors to contact Nova Scotia Federation of Municipalities (NSFM) to learn their position on this matter, as no correspondence has been released from the NSFM Board with regards to Strong Mayors.

9(d) Warren MacLeod, CAO, reviewed the correspondence regarding AMANS stance on NSFM's proposed by-law changes, which would eliminate an AMANS member on the NSFM Board, creating an information and working gap between the two organizations.

8. OPERATIONS & PROTECTIVE SERVICES:

- a. Regional Emergency Measures Operations (REMO) Bylaw & Plan – Warren MacLeod, CAO
- b. Monthly Building Report – July 2025
- c. Monthly Building Report – August 2025

8(a) Warren MacLeod, CAO, presented the Regional Emergency Measures Operations (REMO) Bylaw & Plan staff report.

The advisory committee (REMAC) for the new REMO requires an updated bylaw for emergency management to reflect all five units that are part of the new regional organization. In addition, the two emergency plans from the former groups SCEEMO and BCHEMO need to be merged.

MOTION: REGIONAL EMERGENCY MEASURES OPERATIONS BYLAW AND PLAN

Being duly moved and seconded, be it resolved that the Council of the Municipality of the District of Shelburne, as recommended by REMAC, approves By Law E-300; AND

Be it resolved that the Council of the Municipality of the District of Shelburne, as recommended by the REMAC, approves the emergency management plan as proposed with the understanding that changes can be made by the REMAC throughout the year and any major revisions will go to councils for approval yearly.

- **MOTION CARRIED**

It was later clarified that this motion will act as first reading. Second reading is scheduled for October 8, 2025.

8(b) Deputy Warden Wagner reviewed the Monthly Building Report for July 2025.

8(c) Deputy Warden Wagner reviewed the Monthly Building Report for August 2025.

9. CORRESPONDENCE:

- a. Hope Webb, Bursary Recipient Re: Thank you Letter
- b. Danny Holmes Re: Signage Request
- c. Town of Lockport Re: Seacaps Playpark Funding Request
- d. AMANS Re: NSFM By-Law Changes
- e. Letter to Department of Justice Re: Urgent Concerns
- f. CAMPS Re: Letter of Support Request

9(a) Deputy Warden Wagner reviewed the thank you letter from Hope Webb who was the Municipality's SRHS bursary recipient for 2025.

9(b) Deputy Warden Wagner reviewed the signage request correspondence from Danny Holmes.

A discussion was held and staff was directed explore options and prepare a staff report for Council.

9(c) Warren MacLeod, CAO, reviewed the correspondence from Town of Lockport regarding a funding request for the Seacaps Park Playground.

A discussion was held and staff was directed to prepare a staff report with recommendations for Council.

It was noted that Councillors could issue district grant funds to make donations as well.

9(e) Deputy Warden Wagner reviewed the advocacy letter that Warden Smith sent on behalf of Council to the Ministers of Justice regarding urgent concerns with drug activity, community safety, and the justice system.

9(f) Councillor Thorburn Irvine reviewed the letter of support request from CAMPS to accompany their application for a grant through Seniors Horizons.

A discussion was held and Council unanimously agreed for staff to prepare a letter of support for CAMPS.

10. COMMITTEE REPORTS/WARDEN'S UPDATE:

- a. Committee Reports
- b. Warden's Update

10(a) Councillor Thorburn Irvine advised she attended and provided updates on the following:

- Longboat Christening honouring Bill Cox

It was noted that a Welcoming Neighbours Community Event – Bridging the Gap will be held September 20, 2025 from 12:00pm at the Shelburne Firehall.

Deputy Warden Wagner advised she attended and provided updates on the following:

- Shelburne County Arena Association Meeting

10(b) Warden Smith will provide a Warden's update at the next Council meeting.

11. IN-CAMERA:

- a. Contract Negotiations as per MGA 22(2)(e)

MOTION: ENTER "IN-CAMERA"

Being duly moved and seconded, be it resolved that the Council of the Municipality of the District of Shelburne enter "In-Camera" at 6:45 pm.

- **MOTION CARRIED**

MOTION: EXIT "IN-CAMERA"

Being duly moved and seconded, be it resolved that the Council of the Municipality of the District of Shelburne exit "In-Camera" at 6:51 pm.

- **MOTION CARRIED**

11(a) The item was discussed and direction was given to staff in-camera.

MOTION: OAKHILL COMMUNITY SOLAR PROJECT

Being duly moved and seconded, be it resolved that the Council of the Municipality of the District of Shelburne transfer the Oakhill community solar program application to Power Bank, conditional on reimbursement of all the Municipality of Shelburne's costs within 12 months and to execute accordingly.

12. ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:53 pm. The next Regular Council meeting will be held on Wednesday, September 24, 2025.

Sept 24/25
Date

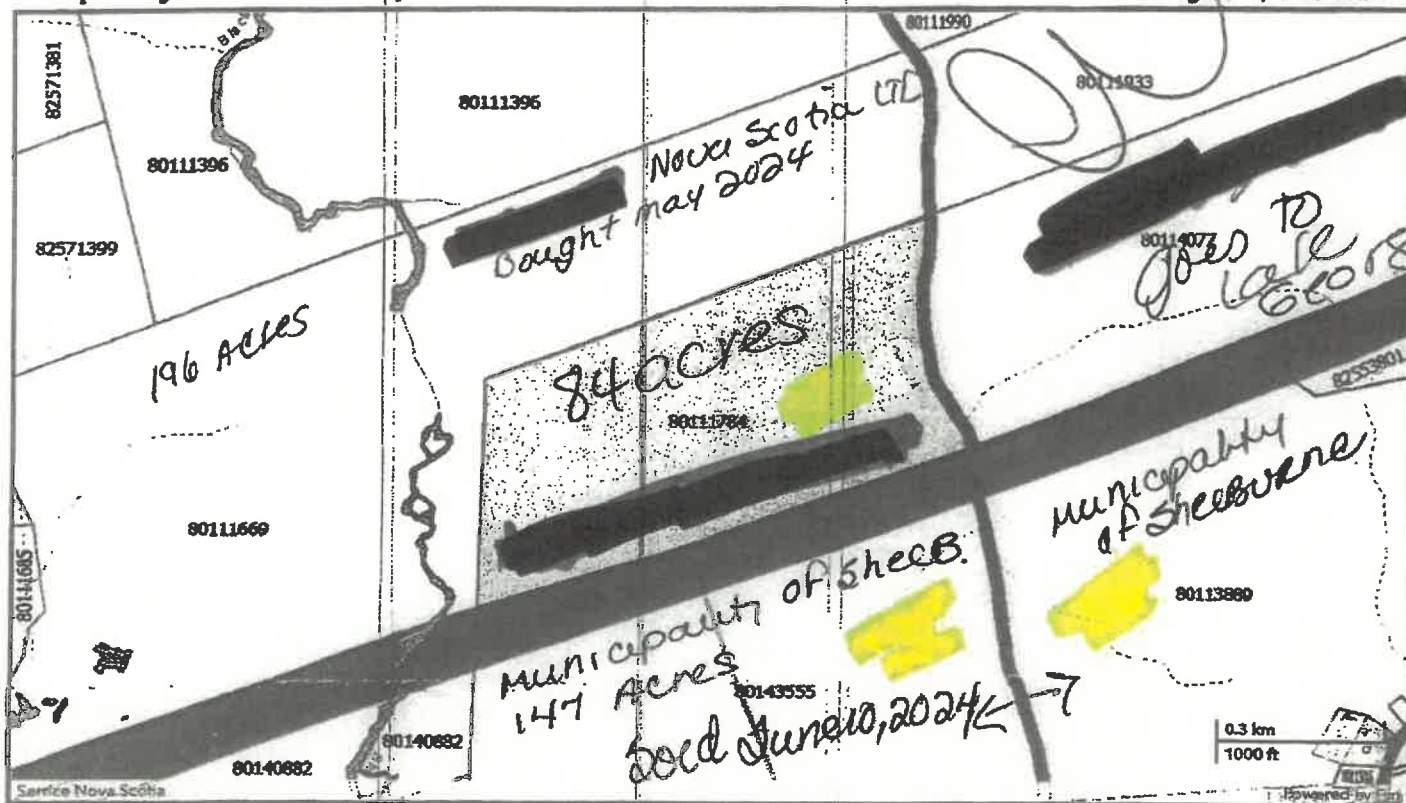
Nicole Blades
Recording Secretary

Penny Smith
Penny Smith, Warden
Erin Hartley
Erin Hartley, Deputy Chief Administrative
Officer

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Property Online Map

Date: August 22, 2025 08:54:36



PID: 80111784
County: SHELBURNE COUNTY
LR: LAND REGISTRATION

Address: PELL'S ROAD
 SHELBURNE
Owner: [REDACTED]

AAN: [REDACTED]
Value: [REDACTED] (2025 RESOURCE
 FOREST)

Map #1

The Provincial mapping is a graphical representation of property boundaries which approximate the size, configuration and location of parcels. Care has been taken to ensure the best possible quality, however, this map is not a land survey and is not intended to be used for legal descriptions or to calculate exact dimensions or area. The Provincial mapping is not conclusive as to the location, boundaries or extent of a parcel [Land Registration Act subsection 21(2)]. THIS IS NOT AN OFFICIAL RECORD.

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Shelburne

Municipality

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PID	Owner	Property Address	
PID <u>80085012</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALTY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>SHORE ROAD</u> <u>INGOMAR</u> County SHELBURNE COUNTY Area 8611 SQUARE FEET (GIS CALCULATION)	AAN <u>0340164</u> Value \$5,000.00 (C)
PID <u>80088305</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>OLD SHORE ROAD</u> <u>ROSEWAY</u> County SHELBURNE COUNTY Area 1 ACRE(S) (DEED)	AAN <u>0107875</u> Value \$2,500.00 (C)
PID <u>80092455</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>SHORE ROAD</u> <u>BIRCHTOWN</u> County SHELBURNE COUNTY Area 27986 SQUARE FEET (GIS CALCULATION)	AAN <u>0001701</u> Value \$5,000.00 (C)
PID <u>80096621</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>SANDY POINT ROAD</u> <u>SANDY POINT</u> County SHELBURNE COUNTY Area 2153 SQUARE FEET (GIS CALCULATION)	AAN <u>0173625</u> Value \$1,400.00 (C)
PID <u>80099179</u> Type STANDARD PARCEL Status ACTIVE LR Status LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address POST OFFICE BOX 280 SHELBURNE NS CA B0T 1W0	Civic Address <u>LAKE ROAD</u> <u>JORDAN BAY</u> County SHELBURNE COUNTY Area 43 ACRE(S) (SCALED)	AAN <u>0176387</u> Value \$25,300.00
PID <u>80104896</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>UPPER CLYDE ROAD</u> <u>WELSH TOWN</u> County SHELBURNE COUNTY Area 1.06 ACRE(S) (PLAN)	AAN <u>0118305</u> Value \$40,000.00
PID <u>80111818</u> Type STANDARD PARCEL Status ACTIVE LR Status LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address POST OFFICE BOX 280 SHELBURNE NS CA B0T 1W0	Civic Address <u>SPA ROAD</u> <u>JORDAN BRANCH</u> County SHELBURNE COUNTY Area 14469 SQUARE METERS (PLAN)	AAN <u>0182086</u> Value \$18,900.00
PID	Owner	Property Address	

PID	Owner	Property Address	
PID <u>80111859</u>	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE	Civic Address <u>414 WOODLAWN DRIVE</u>	AAN <u>0182093</u>
Type STANDARD PARCEL		<u>WOODLAWN</u>	Value \$1,014,000.
Status ACTIVE	Mailing Address POST OFFICE BOX 280	<u>LOT MS-1A</u>	\$2,079,900.
LR Status LAND REGISTRATION	SHELBURNE NS CA B0T 1W0	County SHELBURNE COUNTY	
		Area 125766 SQUARE METERS (PLAN)	
PID <u>80112048</u>	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE	Civic Address <u>243 SANDY POINT ROAD</u>	AAN <u>0118811</u>
Type STANDARD PARCEL		<u>SANDY POINT</u>	Value \$102,500.00
Status ACTIVE	Mailing Address 136 PO BOX 280 HAMMOND ST	<u>LOT</u>	
LR Status NOT LAND REGISTRATION	SHELBURNE NS CANADA B0T1W0	County SHELBURNE COUNTY	
		Area 40902 SQUARE FEET (GIS CALCULATION)	
PID <u>80112063</u>	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE	Civic Address <u>SANDY POINT ROAD</u>	AAN <u>0525264</u>
Type STANDARD PARCEL		<u>SANDY POINT</u>	Value \$12,000.00
Status ACTIVE	Mailing Address 136 PO BOX 280 HAMMOND ST	County SHELBURNE COUNTY	
LR Status NOT LAND REGISTRATION	SHELBURNE NS CANADA B0T1W0	Area 4.30 ACRE(S) (GIS CALCULATION)	

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PID <u>80112543</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>LAKE ROAD</u> <u>SANDY POINT</u> County SHELBURNE COUNTY Area 101 ACRE(S) (PLAN)	AAN <u>0340167</u> Value \$20,000.00
PID <u>80112915</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>354 SANDY POINT ROAD</u> <u>SANDY POINT</u> County SHELBURNE COUNTY Area 28096 SQUARE FEET (PLAN)	AAN <u>0340171</u> Value \$17,700.00
PID <u>80113350</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>501 WOODLAWN DRIVE</u> <u>WOODLAWN</u> County SHELBURNE COUNTY Area 2.77 ACRE(S) (GIS CALCULATION)	AAN <u>0188553</u> Value \$28,700.00
PID <u>80113889</u> Type STANDARD PARCEL Status ACTIVE LR Status LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 414 WOODLAWN DRIVE POST OFFICE BOX 280 SHELBURNE NS CA B0T 1W0	Civic Address <u>WOODLAWN DRIVE</u> <u>WOODLAWN</u> County SHELBURNE COUNTY Area 135 ACRE(S) (GIS CALCULATION)	AAN <u>0124074</u> Value \$86,800.00
PID <u>80115215</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>JORDAN BRANCH ROAD</u> <u>JORDAN BRANCH</u> County SHELBURNE COUNTY Area 5382 SQUARE FEET (GIS CALCULATION)	AAN <u>0281760</u> Value \$800.00 (2C)
PID <u>80120835</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>EAST GREEN HARBOUR ROAD</u> <u>EAST GREEN HARBOUR</u> <u>LOT</u> County SHELBURNE COUNTY Area 2.37 ACRE(S) (GIS CALCULATION)	AAN <u>0637119</u> Value \$10,000.00
PID	Owner	Property Address	

PID	Owner	Property Address	
PID <u>80120967</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>EAST GREEN HARBOUR ROAD</u> <u>EAST GREEN HARBOUR</u> County SHELBURNE COUNTY Area 1 SQUARE FEET (UNKNOWN)	AAN <u>0495255</u> Value \$12,000.00
PID <u>80123359</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>868 WEST GREEN HARBOUR ROAD</u> <u>WEST GREEN HARBOUR</u> County SHELBURNE COUNTY Area 3.10 ACRE(S) (PLAN)	AAN <u>0840975</u> Value \$12,000.00
PID <u>80124415</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>178 SHORE ROAD</u> <u>WEST GREEN HARBOUR</u> County SHELBURNE COUNTY Area 16.16 ACRE(S) (GIS CALCULATION)	AAN <u>0518240</u> Value \$14,800.00
PID <u>80124423</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>126 SHORE ROAD</u> <u>WEST GREEN HARBOUR</u> County SHELBURNE COUNTY Area 18298 SQUARE FEET (GIS CALCULATION)	AAN <u>0487426</u> Value \$12,000.00

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PID	Owner	Property Address	
PID <u>80124589</u> Type STANDARD PARCEL Status ACTIVE LR Status LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address POST OFFICE BOX 280 SHELBURNE NS CA B0T 1W0	Civic Address <u>611 WEST GREEN HARBOUR ROAD</u> <u>WEST GREEN HARBOUR</u> <u>LOT</u> County SHELBURNE COUNTY Area 2.60 ACRE(S) (PLAN)	AAN <u>0841087</u> Value \$57,300.00
PID <u>80125347</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>WEST GREEN HARBOUR ROAD</u> <u>WEST GREEN HARBOUR</u> <u>LOT</u> County SHELBURNE COUNTY Area 69 ACRE(S) (PLAN)	AAN <u>0639668</u> Value \$24,100.00
PID <u>80125495</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>DOLLS ROAD</u> <u>WEST GREEN HARBOUR</u> <u>LOT</u> County SHELBURNE COUNTY Area 84.16 ACRE(S) (GIS CALCULATION)	AAN <u>0518252</u> Value \$66,400.00
PID <u>80125511</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>DOLLS ROAD</u> <u>WEST GREEN HARBOUR</u> County SHELBURNE COUNTY Area 5.73 ACRE(S) (GIS CALCULATION)	AAN <u>0340180</u> Value \$31,000.00
PID <u>80125537</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>DOLLS ROAD</u> <u>WEST GREEN HARBOUR</u> <u>LOT</u> County SHELBURNE COUNTY Area 5.47 ACRE(S) (PLAN)	AAN <u>0840363</u> Value \$11,000.00
PID <u>80138068</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>NO 3 HIGHWAY</u> <u>LOCKEPORT STATION</u> County SHELBURNE COUNTY Area 0.62 HECTARE(S) (GIS CALCULATION)	AAN <u>0641269</u> Value \$11,600.00
PID	Owner	Property Address	

Property Search Results

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PID	Owner	Property Address	
PID <u>82506585</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>NO 3 HIGHWAY</u> <u>ALLENDALE</u> <u>LOT</u> County SHELBURNE COUNTY Area 10496 SQUARE FEET (PLAN)	AAN <u>1087127</u> Value \$100.00 (2C)
PID <u>82516485</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 414 PO BOX 280 WOODLAWN DR SHELBURNE NS CANADA B0T1W0	Civic Address <u>HIGHWAY 3</u> <u>LYDGATE</u> <u>LOT</u> County SHELBURNE COUNTY Area 10.40 ACRE(S) (SCALED)	AAN <u>0064430</u> Value \$5,800.00 (C)
PID <u>82534611</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 414 PO BOX 280 WOODLAWN DR SHELBURNE NS CANADA B0T1W0	Civic Address <u>LEWIS ROAD</u> <u>LYDGATE</u> <u>LOT</u> County SHELBURNE COUNTY Area 1.84 ACRE(S) (SCALED)	AAN <u>0064430</u> Value \$5,800.00 (C)
PID <u>82553496</u> Type STANDARD PARCEL Status ACTIVE LR Status LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address POST OFFICE BOX 280 SHELBURNE NS CA B0T 1W0	Civic Address <u>LAKE ROAD</u> <u>JORDAN BAY</u> County SHELBURNE COUNTY Area 14.50 ACRE(S) (SCALED)	AAN <u>0176387</u> Value \$25,300.00
PID <u>82562950</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>LOOP OF HIGHWAY 103 HIGHWAY</u> <u>BEAVERDAM LAKE</u> County SHELBURNE COUNTY Area 1.86 ACRE(S) (SCALED)	AAN <u>1028617</u> Value \$1,400.00 (C)
PID <u>82562968</u> Type STANDARD PARCEL Status ACTIVE LR Status NOT LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	Civic Address <u>BEAVERDAM LAKE ROAD</u> <u>BEAVERDAM LAKE</u> County SHELBURNE COUNTY Area 2 ACRE(S) (SCALED)	AAN <u>1028617</u> Value \$1,400.00 (C)
PID	Owner	Property Address	

PID	Owner	Property Address	
PID <u>80143555</u>	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE	Civic Address <u>PELLS ROAD</u> <u>SHELBURNE</u>	AAN <u>0119295</u>
Type STANDARD PARCEL	Mailing Address 414 WOODLAWN DRIVE	County SHELBURNE COUNTY	Value \$38,800.00
Status ACTIVE	POST OFFICE BOX 280 SHELBURNE NS CA B0T 1W0	Area 147 ACRE(S) (PLAN)	
LR Status LAND REGISTRATION			
PID <u>82506445</u>	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE	Civic Address <u>NO 3 HIGHWAY</u> <u>ALLENDALE</u> <u>LOT 6</u>	AAN <u>1087128</u>
Type STANDARD PARCEL	Mailing Address 280 HAMMOND STREET	County SHELBURNE COUNTY	Value \$300.00 (2C)
Status ACTIVE	POST OFFICE BOX 136 SHELBURNE NS CA B0T 1W0	Area 29605 SQUARE FEET (PLAN)	
LR Status LAND REGISTRATION			
PID <u>82506494</u>	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE	Civic Address <u>NO 3 HIGHWAY</u> <u>ALLENDALE</u> <u>LOT 11</u>	AAN <u>1087125</u>
Type STANDARD PARCEL	Mailing Address 136 PO BOX 280 HAMMOND ST	County SHELBURNE COUNTY	Value \$100.00 (2C)
Status ACTIVE	SHELBURNE NS CANADA B0T1W0	Area 4300 SQUARE FEET (PLAN)	
LR Status NOT LAND REGISTRATION			
PID <u>82506528</u>	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE	Civic Address <u>NO 3 HIGHWAY</u> <u>ALLENDALE</u> <u>LOT 14</u>	AAN <u>1087126</u>
Type STANDARD PARCEL	Mailing Address 136 PO BOX 280 HAMMOND ST	County SHELBURNE COUNTY	Value \$200.00 (2C)
Status ACTIVE	SHELBURNE NS CANADA B0T1W0	Area 20435 SQUARE FEET (PLAN)	
LR Status NOT LAND REGISTRATION			

PID	Owner	Property Address
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PID	Owner	Property Address	
PID <u>82562976</u>	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE	Civic Address <u>OLD ORCHARD LANE</u> <u>BEAVERDAM LAKE</u>	AAN <u>1028617</u>
Type STANDARD PARCEL	Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	County SHELBURNE COUNTY	Value \$1,400.00
Status ACTIVE		Area 1 ACRE(S) (SCALED)	
LR Status NOT LAND REGISTRATION			
PID <u>82564808</u>	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE	Civic Address <u>507 SANDY POINT ROAD</u> <u>SANDY POINT</u> <u>LOT 1</u>	AAN <u>1035669</u>
Type STANDARD PARCEL	Mailing Address POST OFFICE BOX 280 SHELBURNE NS CA B0T 1W0	County SHELBURNE COUNTY	Value \$365,300.00
Status ACTIVE		Area 30 ACRE(S) (PLAN)	
LR Status LAND REGISTRATION			
PID <u>82564956</u>	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE	Civic Address <u>8946 UPPER CLYDE ROAD</u> <u>WELSHTOWN</u>	AAN <u>0118305</u>
Type STANDARD PARCEL	Mailing Address 136 PO BOX 280 HAMMOND ST SHELBURNE NS CANADA B0T1W0	County SHELBURNE COUNTY	Value \$40,000.00
Status ACTIVE		Area 14660 SQUARE FEET (PLAN)	
LR Status NOT LAND REGISTRATION			
PID <u>82568288</u>	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE	Civic Address <u>ADAMANT DRIVE</u> <u>SANDY POINT</u>	AAN <u>1096958</u>
Type STANDARD PARCEL	Mailing Address 136 HAMMOND STREET POST OFFICE BOX 280 SHELBURNE NS CA B0T 1W0	County SHELBURNE COUNTY	Value \$500.00
Status ACTIVE		Area 82.68 SQUARE METERS (PLAN)	
LR Status LAND REGISTRATION			

PID	Owner	Property Address
Show 10 entries		
Showing 31 to 40 of 43 entries		
		Previous 1 2 3 4 5 Next

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PID	Owner	Property Address	
PID <u>82568296</u> Type STANDARD PARCEL Status ACTIVE LR Status LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address POST OFFICE BOX 280 SHELBURNE NS CA B0T 1W0	Civic Address <u>ADAMANT DRIVE</u> <u>SANDY POINT</u> <u>LOT 104 (PORTION OF)</u> County SHELBURNE COUNTY Area 53020 SQUARE METERS (PLAN)	AAN <u>1085468</u> Value \$134,100.00
PID <u>82568304</u> Type STANDARD PARCEL Status ACTIVE LR Status LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address POST OFFICE BOX 280 SHELBURNE NS CA B0T 1W0	Civic Address <u>ADAMANT DRIVE EXTENSION</u> <u>SANDY POINT</u> <u>LOT 105 (PORTION OF)</u> County SHELBURNE COUNTY Area 5.40 HECTARE(S) (PLAN)	AAN <u>0213993</u> Value \$99,300.00
PID <u>82572355</u> Type STANDARD PARCEL Status ACTIVE LR Status LAND REGISTRATION	Owner MUNICIPALITY OF THE DISTRICT OF SHELBURNE Mailing Address POST OFFICE BOX 280 SHELBURNE NS CA B0T 1W0	Civic Address <u>ADAMANT DRIVE EXTENSION</u> <u>SANDY POINT</u> County SHELBURNE COUNTY Area 8448 SQUARE METERS (PLAN)	AAN <u>1087129</u> Value \$41,800.00
PID	Owner	Property Address	

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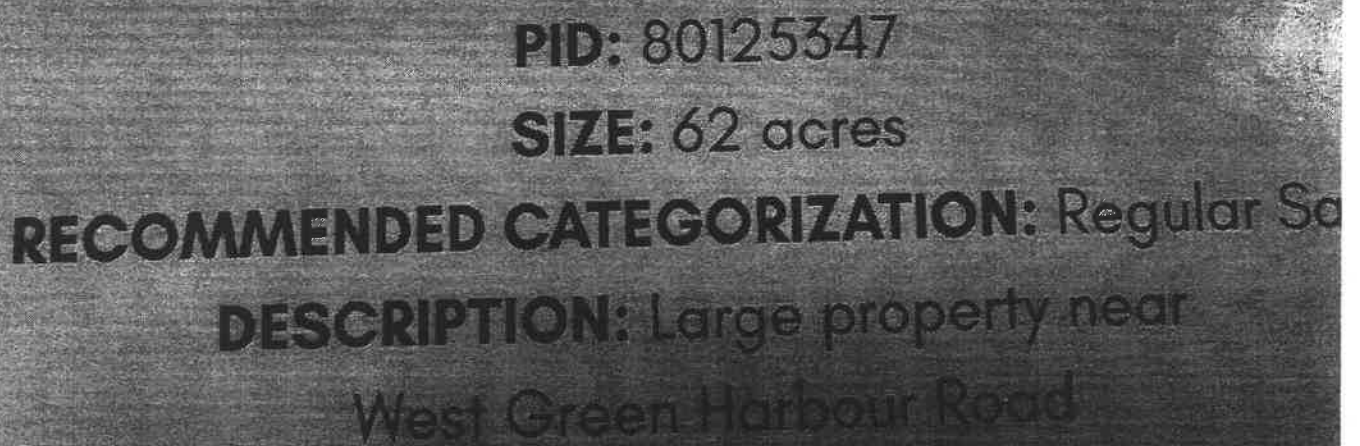
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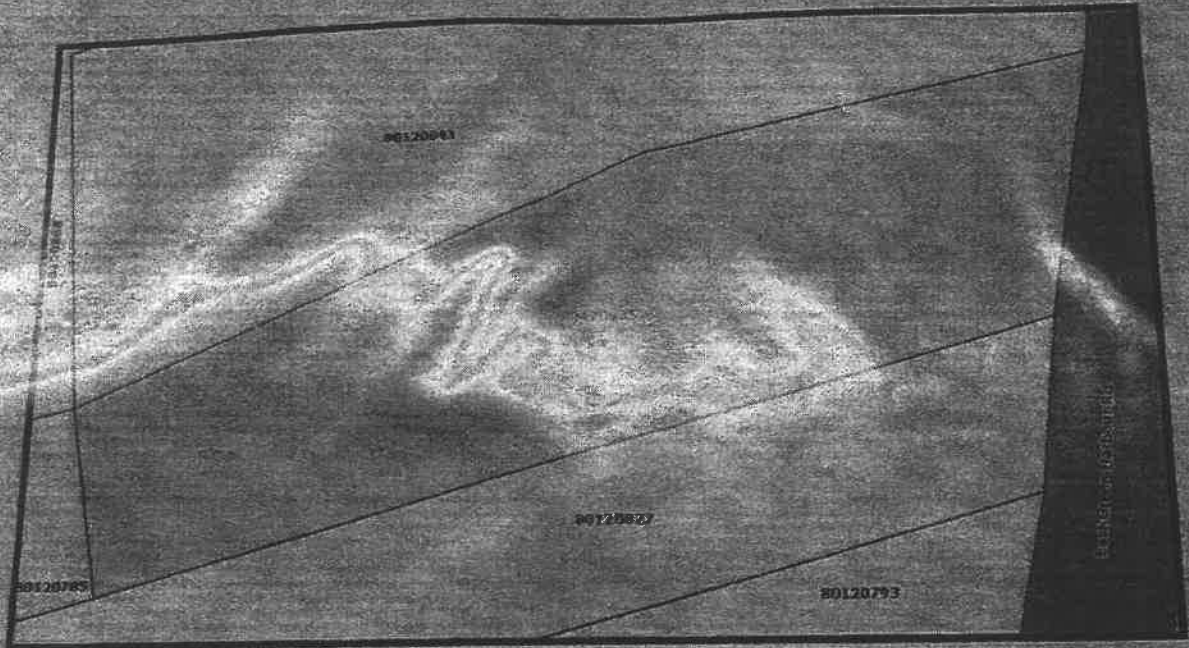
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LAND
MODS
for Sale







PID: 80120835

SIZE: 2.37 acres

RECOMMENDED CATEGORIZATION: Regular Sale

DESCRIPTION: West Green Harbour Road,
Before Stuart Road

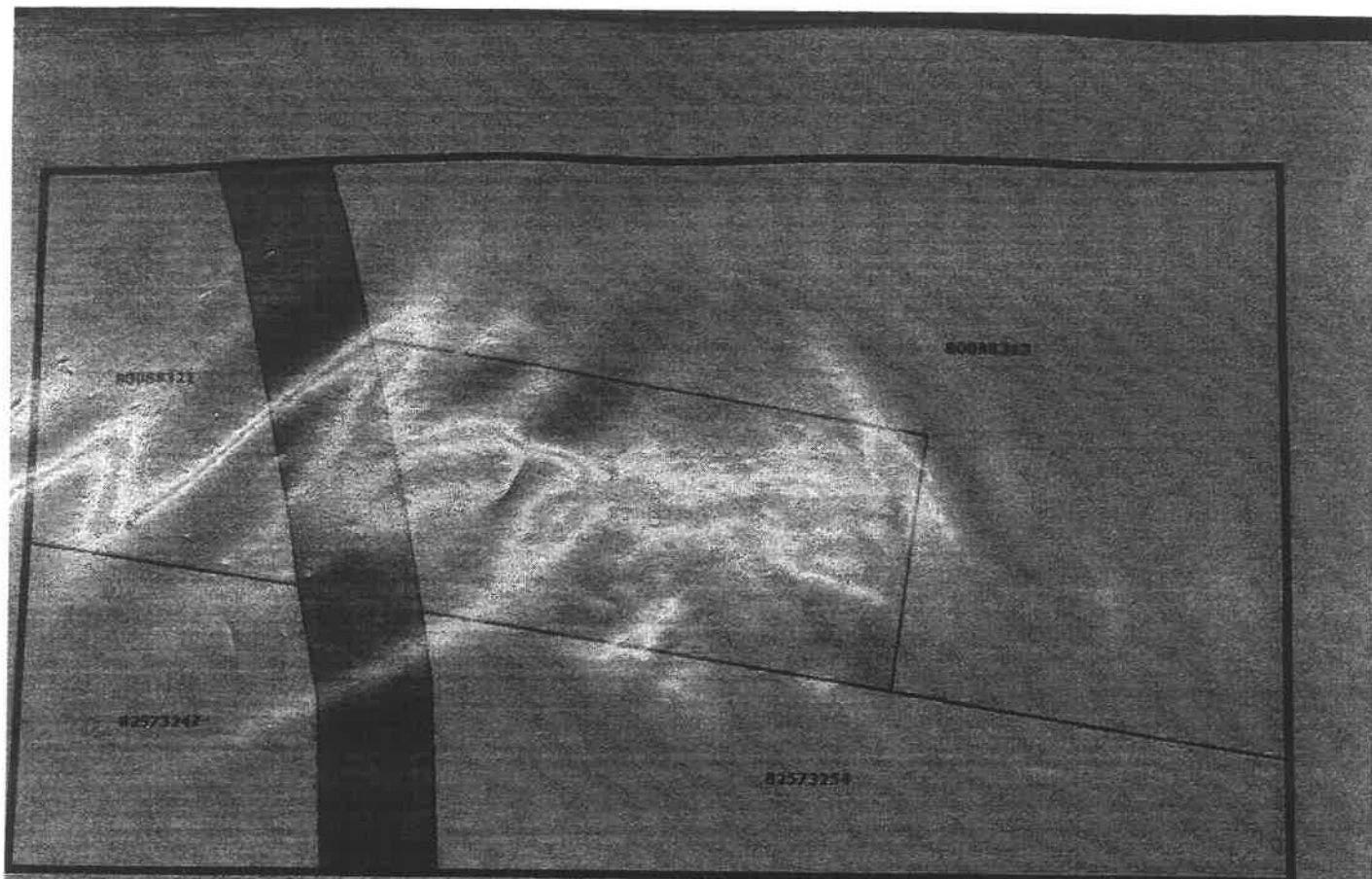


PID: 80124589

SIZE: 2.6 acres

RECOMMENDED CATEGORIZATION: Regular Sale

DESCRIPTION: Surrounds West Green Harbour
Recreation Hall, Water Frontage



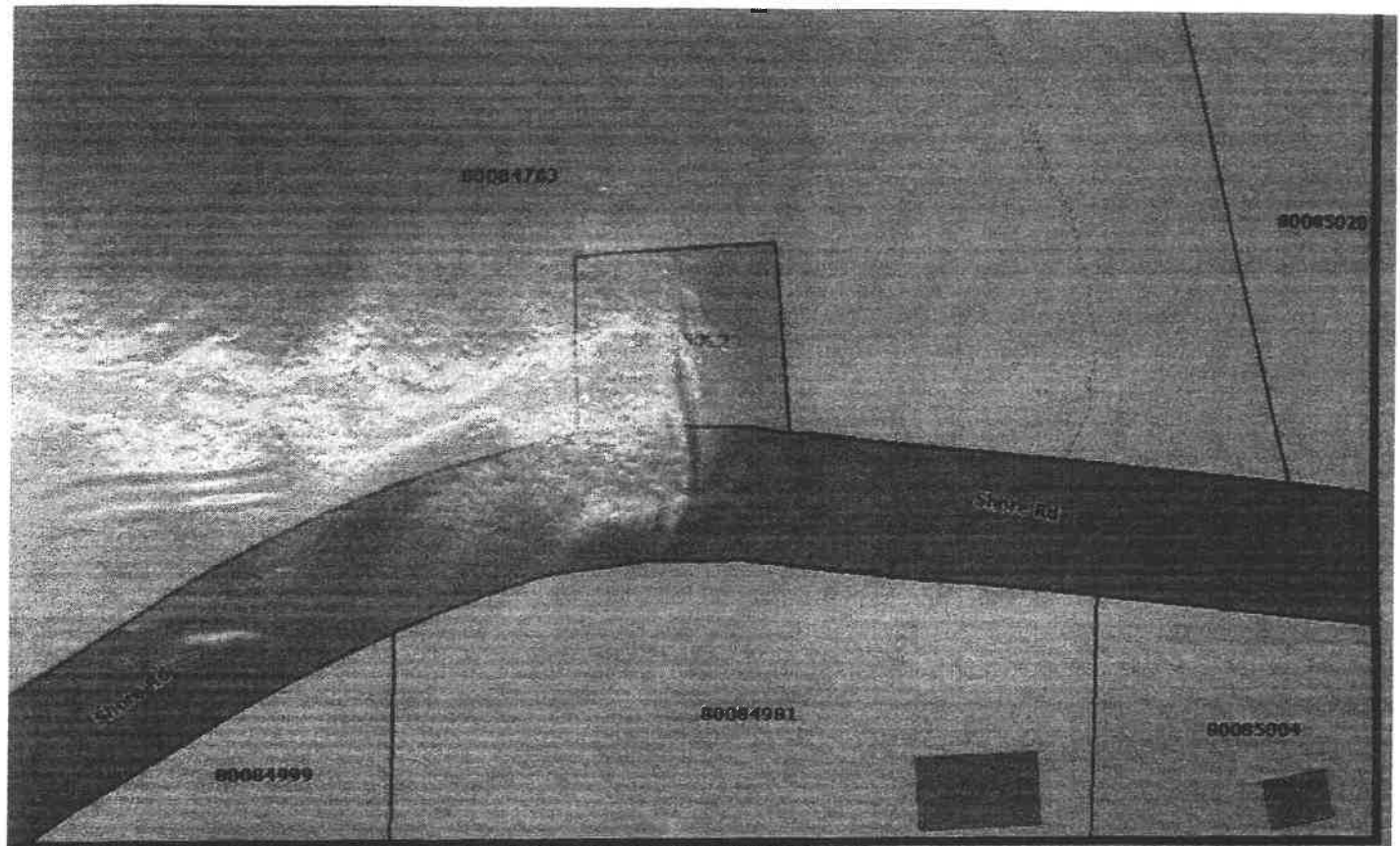
PID: 80088305

SIZE: 1 acre

RECOMMENDED CATEGORIZATION:

Adjacent Landowner

DESCRIPTION: Small Property in Roseway



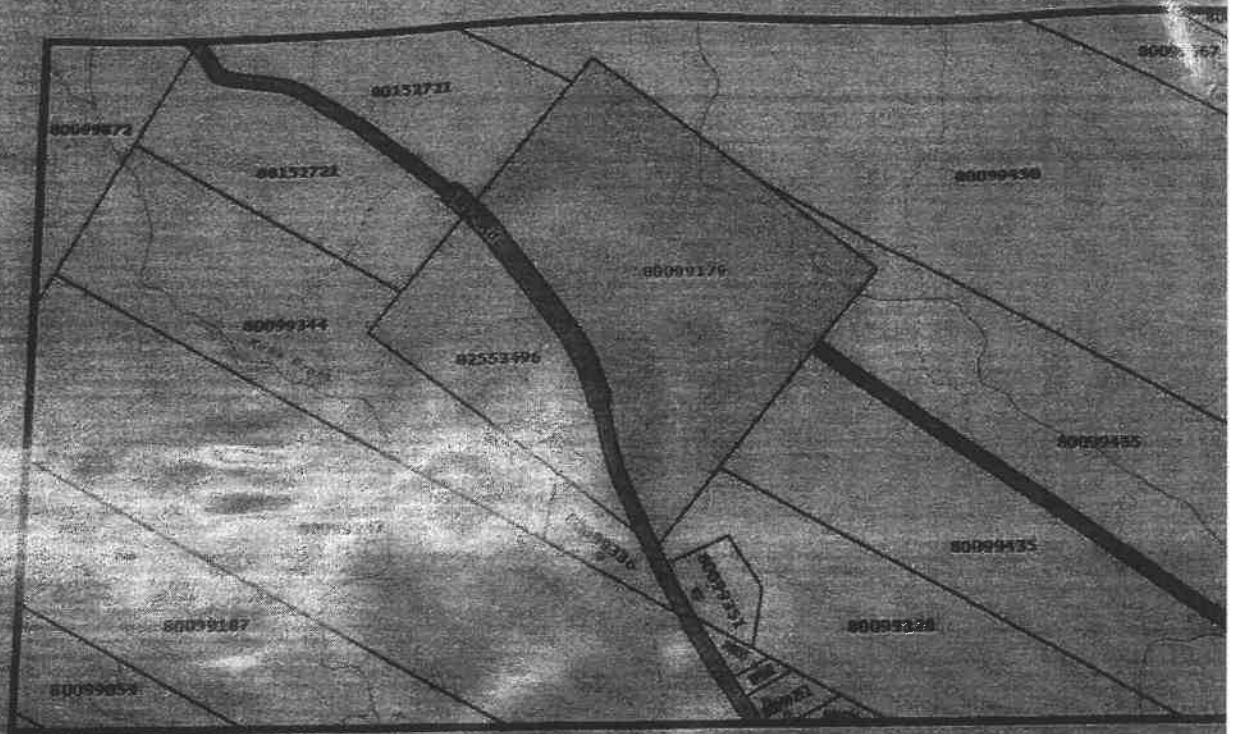
PID: 80085012

SIZE: 8611 sq ft

RECOMMENDED CATEGORIZATION: Adjacent
Landowner

DESCRIPTION: Small property, Ingomar Past Black
Point Road



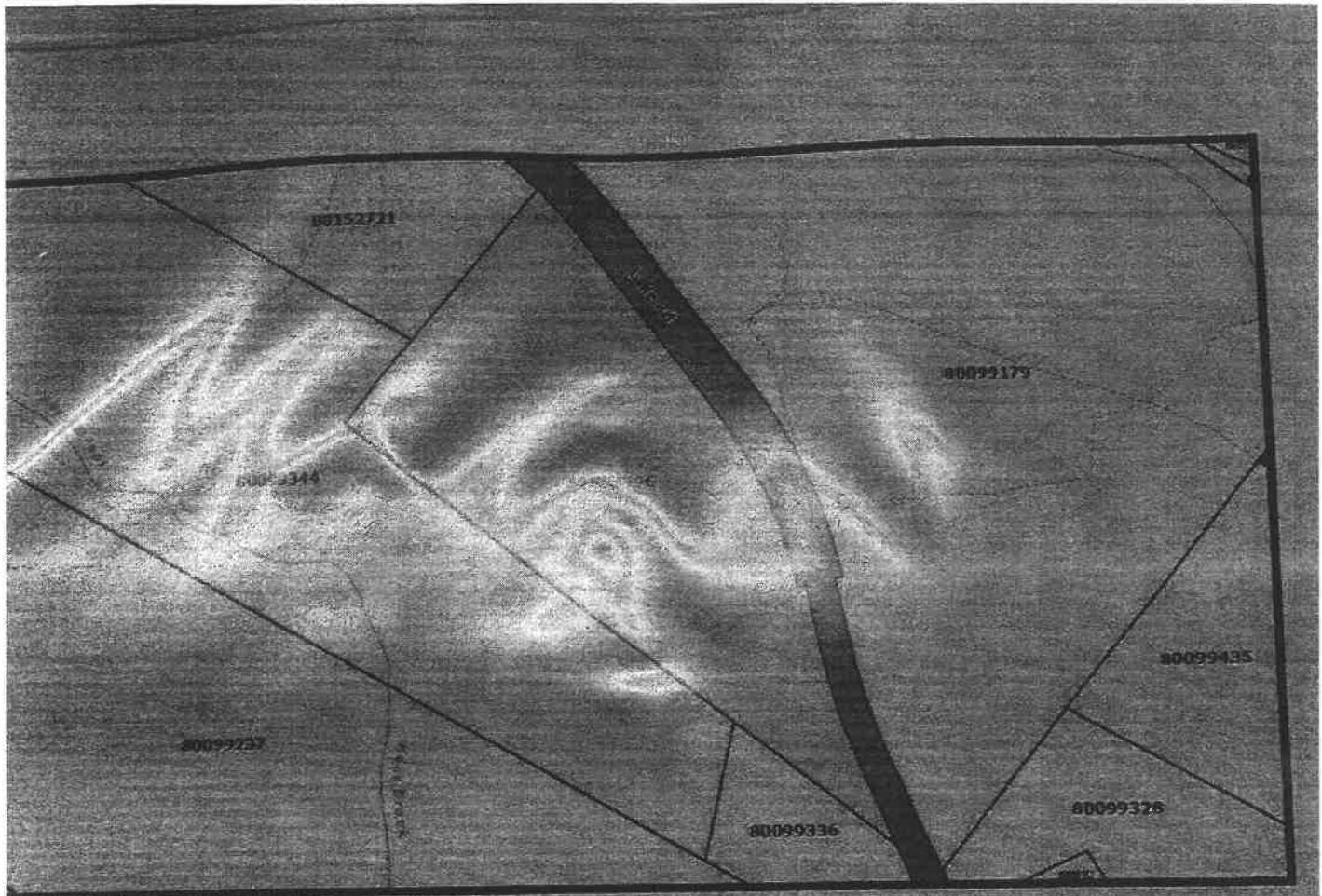


PID: 80099179

SIZE: 43 acres

RECOMMENDED CATEGORIZATION: Regular

DESCRIPTION: Jordan Bay, Old Weather Sta



PID: 82553496

SIZE: 14.5 acres

RECOMMENDED CATEGORIZATION: Regular Sale

DESCRIPTION: Jordan Bay, Old Weather Station
Across the Road



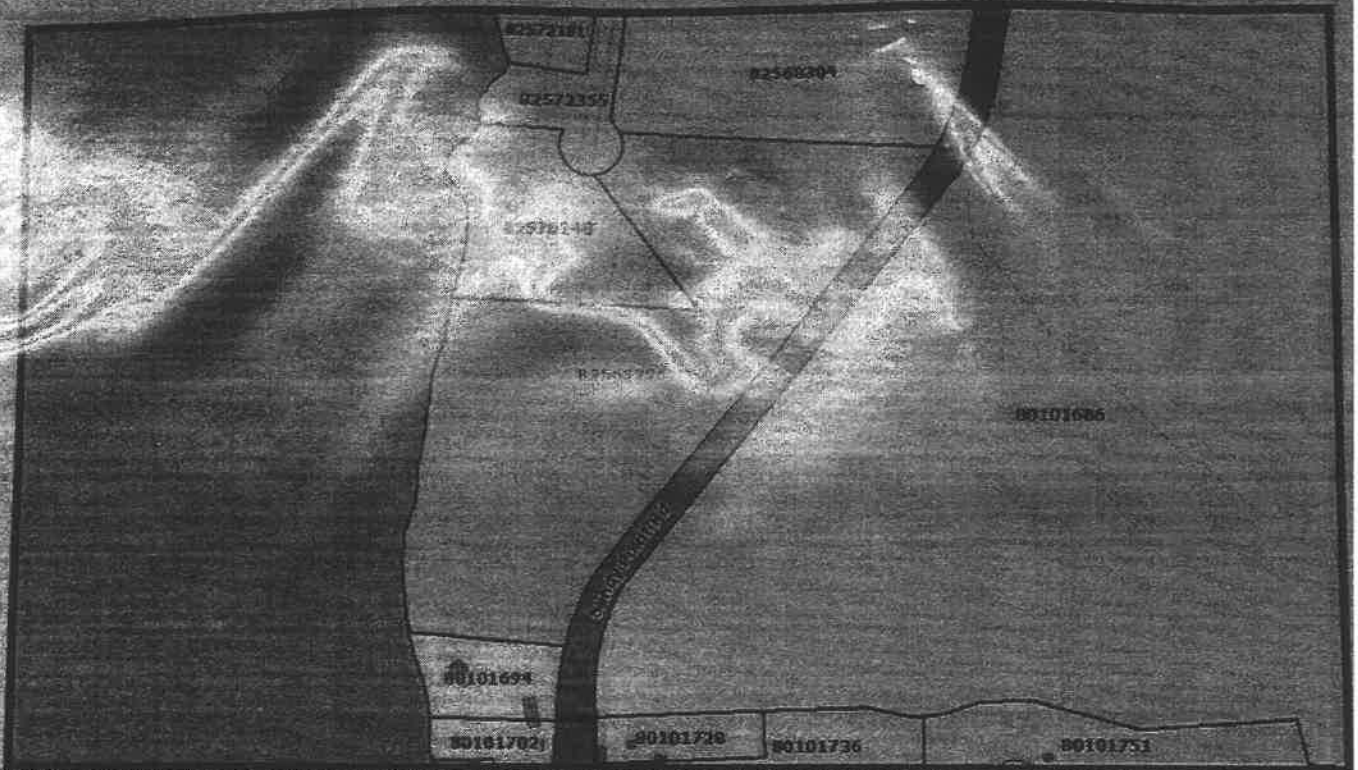
PID: 82568304

SIZE: 13 acres

RECOMMENDED CATEGORIZATION:

Economic Development

DESCRIPTION: Industrial Park, No Water Frontage



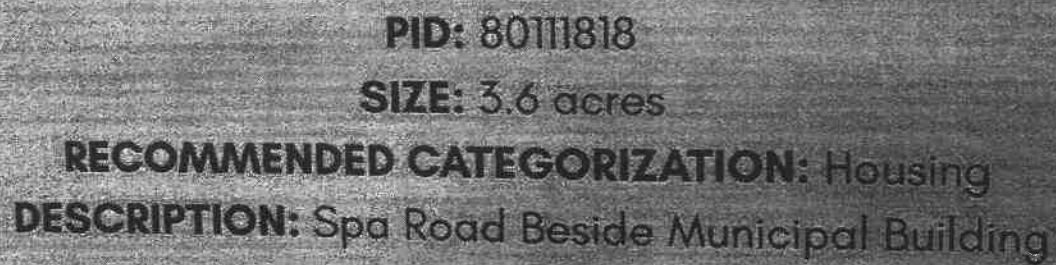
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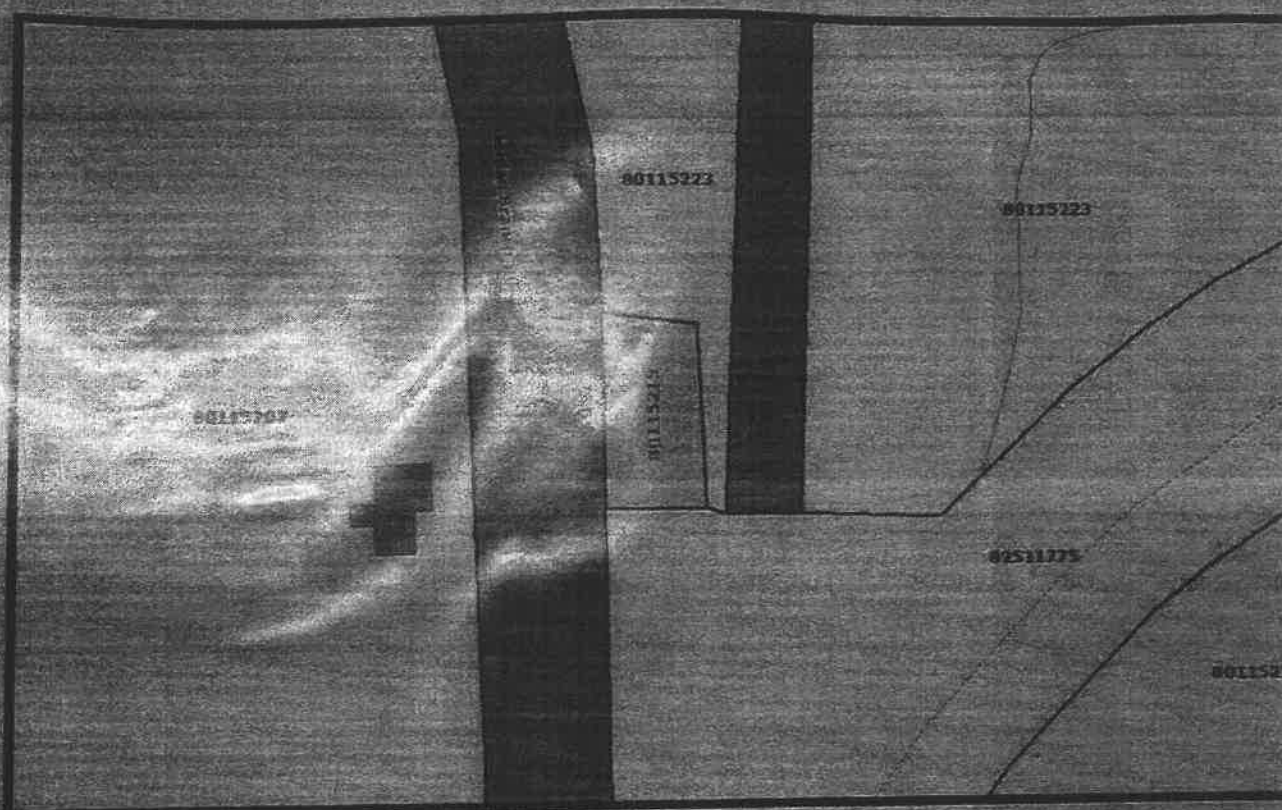
SIZE: 13 acres

RECOMMENDED CATEGORIZATION:

Economic Development

DESCRIPTION: Industrial Park, Water Frontage





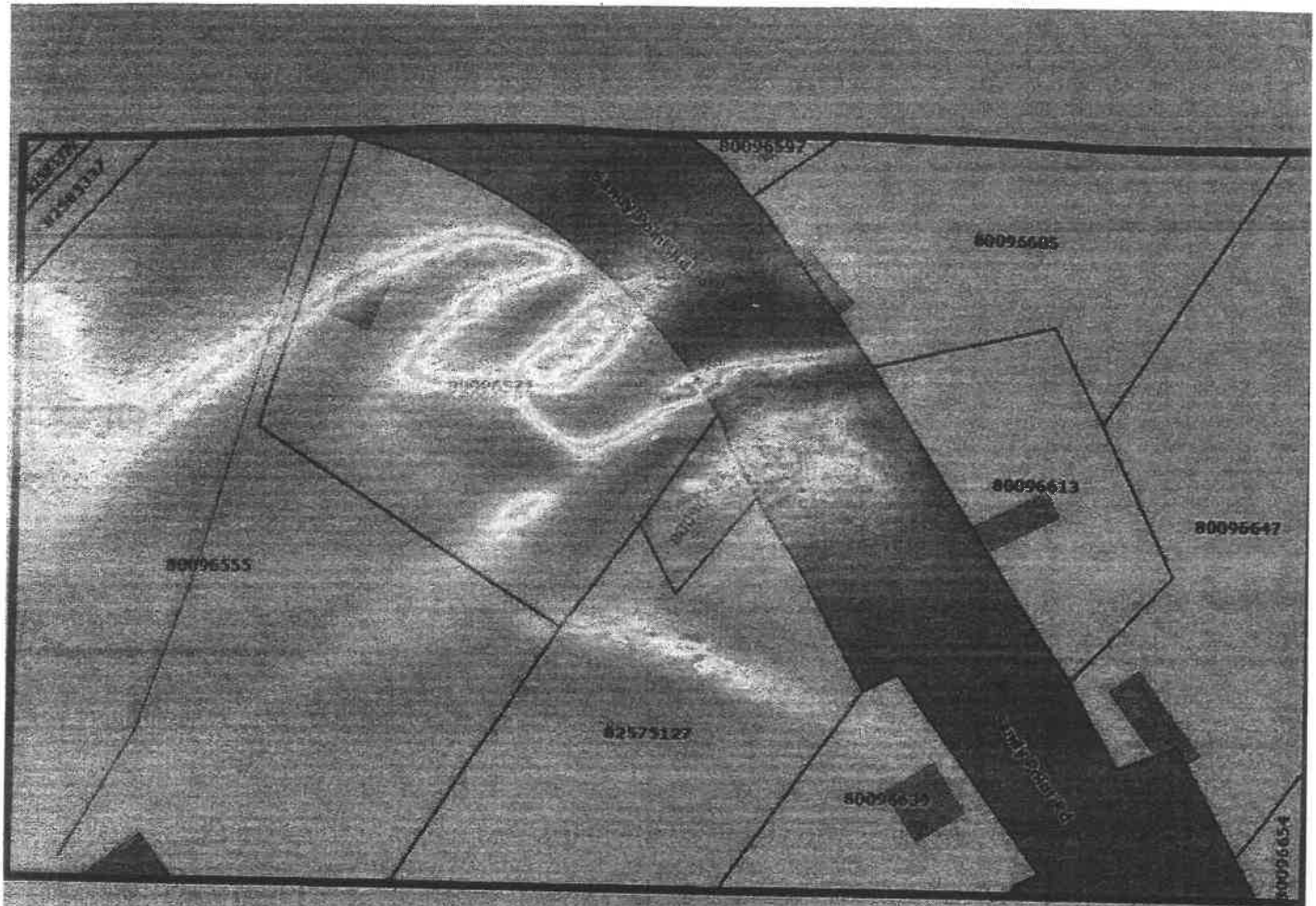
PID: 80115215

SIZE: 5382 sq ft

RECOMMENDED CATEGORIZATION:

Adjacent Landowner

DESCRIPTION: Trailhead in Jordan Branch



PID: 80096621

SIZE: 2153 sq ft

RECOMMENDED CATEGORIZATION:

Adjacent Landowner

DESCRIPTION: Small Property before Goodick Road



STAFF REPORT

TO: Municipal Council

FROM: Marcia d'Eon, Director of Operations & Protective Services

APPROVED BY: Erin Hartley, Deputy CAO

DATE: October 8, 2025

SUBJECT: REMO BYLAW – E-300 - SECOND & FINAL READING

ORIGIN:

A staff report was prepared and discussed at Council's September 10th, 2025, meeting, repealing REMO Bylaw E200 and conducted the first reading of the new REMO Bylaw E300.

BACKGROUND

At the September 10, 2025, Council Meeting the following Motion was made.

MOTION: REMO BY-LAW

Being duly moved and seconded, be it resolved that the Council of the Municipality of the District of Shelburne, as recommended by REMAC, approves By Law E-300; AND

Be it resolved that the Council of the Municipality of the District of Shelburne, as recommended by the REMAC, approves the emergency management plan as proposed with the understanding that changes can be made by the REMAC throughout the year and any major revisions will go to councils for approval yearly.

- MOTION CARRIED

The bylaw was advertised on our Facebook, website and in the newspaper as per MGA requirements. Written submissions were open until October 8th at 9 am.

All requirements have been met to hold the second and final reading.

RECOMMENDATON

THAT Council of the Municipality of the District of Shelburne give second and final reading to the attached REMO Bylaw E-300.

BUDGET CONSIDERATIONS:

No change to budget.

ATTACHMENTS

REMO By Law E-300

Public Notice



TO THE RESIDENTS OF THE
MUNICIPALITY OF THE DISTRICT OF SHELburne

**Re: NOTICE OF SECOND READING FOR BY LAW E-300
REGIONAL EMERGENCY MANAGEMENT BYLAW**

Please take notice that Shelburne Municipal Council will consider the adoption of Bylaw E-300, Regional Emergency Management Bylaw, at a meeting of Council on Wednesday, October 8, 2025 at 6:00 pm.

Bylaw E-300 will repeal Bylaw E-200. The purpose of the Bylaw establishes the authority and framework for the Municipality to participate in a Regional Emergency Management Organization (REMO), enabling coordinated emergency planning and response across Shelburne County while preserving local decision-making and autonomy during emergencies.

The document can be viewed at the Municipal Office located at 414 Woodlawn Drive, Shelburne, between the hours of 9:00 am and 4:30 pm, Monday through Friday (excluding holidays), or on our website at www.municipalityofshelburne.ca.

Council will receive written submissions from interested persons concerning the above Bylaw at the October 8, 2025 Council meeting. Written submissions must be received by the Deputy CAO no later than 9 am on the day of the meeting. Written submissions may be sent by email to:

Erin Hartley, Deputy CAO
erin.hartley@municipalityofshelburne.ca
902-875-3544 ext. 226

By-law # E-300
REGIONAL EMERGENCY MANAGEMENT BY-LAW

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

SHORT TITLE

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

INTERPRETATION

2. In this By-law,
 - (a) **Act** means the *Emergency Management Act*, S.N.S. 1990, c.8;
 - (b) **Agreement** means an Agreement entered into pursuant to section 10(1)(c) of the Act, and section 60 of the *Municipal Government Act* on February 18, 2025 among the Municipality of the District of Barrington, Municipality of the District of Shelburne and the Towns of Lockeport, Shelburne and Clarks Harbour to form a REMO;
 - (c) **REMO** means regional Emergency Management Organization formed subsequent to the signing of the agreement;
 - (d) **PMU** means participating municipal units to the agreement;
 - (e) **MA** means municipal administrators which includes Chief Administrative Officers and Clerks or successor legislation as may be enacted from time to time
 - (f) **CAO** means Chief Administrative Officer of the Municipality of Shelburne in accordance with the MGA;
 - (g) **Council** means the Council of the Municipality of Shelburne;
 - (h) **Councillor** means a member of the Municipality of Shelburne Council;
 - (i) **Emergency** means a present or imminent event in respect of which the Minister or a municipality, as the case may be, believes prompt co-ordination of action or regulation of persons or property must be undertaken to protect property or the health, safety or welfare of people in the Province;
 - (j) **Warden** means the Warden of the Municipality of Shelburne;
 - (k) **MGA** means the *Municipal Government Act*, S.N.S., 1998 c.18, as amended;
 - (l) **Municipality of Shelburne** means the Municipality of the District of Shelburne;

- (m) **Emergency Management Advisory Committee** means the Advisory Committee established pursuant to s. 10(1)(d) of the Act;
- (n) **Emergency Management Coordinator** means the person appointed by Council to coordinate plans and responses related to an Emergency;
- (o) **Emergency Management Organization** means the organization required pursuant to s. 10(1)(b) of the Act;
- (p) **Emergency Management Planning Committee** means a committee comprising public sector staff and not-for-profit personnel with a mandate to assist the Emergency Management Coordinator and the Emergency Management Advisory Committee;
- (q) **Emergency Management Plans** means plans, programs or procedures prepared by the REMO that are intended to mitigate the effects of an emergency or a disaster and to provide for the safety, health or welfare of the civil population and the protection of property in the event of such an occurrence, as set out in clause 2(d) of the Act; and
- (r) **State of Local Emergency** means a state of local emergency declared by the Municipality of Shelburne pursuant to the Act and enabled regulations, and this By-law.

DECLARING A STATE OF LOCAL EMERGENCY

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

LOCAL AND REGIONAL EMERGENCY MANAGEMENT

- 6. In accordance with s. 10 of the Act and with this By-law, the Municipality of Shelburne may enter into an Agreement with the [Municipality of Barrington, Towns of Lockport, Shelburne and Clarks Harbour] to form a Regional Emergency Management Organization (REMO). With an Agreement in effect, a Regional Emergency Advisory Committee shall act in the stead of the Municipality of Shelburne's Emergency Advisory Committee. Similarly, a Regional Emergency Management Planning Committee and a Regional Emergency Management Coordinator will act in place of a Municipal Committee and Coordinator.
- 7. An Emergency may be declared a State of Local Emergency by the Council or by the Warden in accordance with the Act regardless of whether the State of Local Emergency is exclusive to the Municipality of Shelburne.
- 8. The Chief Administrative Officer shall appoint a [municipal] staff member to serve as a [municipal] liaison to the Regional Emergency Management Planning Committee.
- 9. Once the State of Local Emergency is declared, and when the declared State of Local Emergency involves two or more of the parties to an Agreement, the Warden shall authorize REMO to act in

his or her stead during the declared State of Local Emergency per subsection 15(1)(b) of the Act,. REMO will work in coordination with the PMU's and their respective MA's involved in the emergency such that each PMU retains the authority to make decisions for its respective PMU during an emergency, irrespective of the identity or affiliation of the incident commander. This ensures local autonomy and governance are maintained, allowing each PMU to address specific needs and circumstances unique to their jurisdiction while still cooperating with the broader REMO emergency management framework. As an example, specific needs of PMU's and their respective MA's may include issues such as creating evacuation zones, road closures, resident and elected official communications and any other activities normally conducted in emergency coordination center.

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

REGIONAL EMERGENCY MANAGEMENT ORGANIZATION AGREEMENT

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

DUTIES DURING AN EMERGENCY

14. Following the activation of any Emergency Plan or a declaration of a State of Local Emergency:
 - (a) MA's and/or their designee's shall work in coordination with REMO to respond to the emergency and enact the emergency management plan

- (b) . Every Councilor shall advise the Warden as to their location and how they may be contacted;
- (c) Every employee and agent of the Municipality of Shelburne who has a role in such emergencies as assigned in the Emergency Management Plans, shall:
 - i. Advise the Emergency Management Coordinator or the Regional Emergency Management Coordinator, as the case may be, of their location and how they may be contacted; and
 - ii. Fulfill such duties as may be prescribed by the Emergency Management Coordinator or the Regional Emergency Management Coordinator, as the case may be.

REPEAL

- 20. Municipality of the District of Shelburne Bylaw E-200 (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 E-300--** was adopted by Council and published as indicated above.

Municipal Clerk

Date



STAFF REPORT

TO: Council

FROM: Marcia d'Eon, Director of Operations & Protective Services

APPROVED BY: Erin Hartley, Deputy CAO

DATE: October 8, 2025

SUBJECT: RFP Award-STP Polishing Wetland

BACKGROUND

The Municipality contracted CBCL to provide the design, budget, scheduling and construction tender documents for a wetland polishing pond at our sewage treatment facility.

CBCL on behalf of the Municipality posted an RFP (attached) for the construction of the polishing wetland pond. The RFP was posted to the Bonfire Procurement site, the NS Government Procurement Site, as well as on the Municipalities website and facebook.

A number of specifications were outlined in the RFP, see attached RFP documents for details.

The RFP deadline was October 1, 2025, at 2 p.m. Three (3) submissions were received. CBCL has reviewed the bids and provided their recommendation.

Of the bids received, all bids were compliant with the terms of the RFP.

As recommended by CBCL and in agreement with staff the following had been recommended based on operational and funding requirements.

RECOMMENDATION

THAT Council of the Municipality of the District of Shelburne award the RFP STP Polishing Wetland to Harlow's Construction as per the RFP specifications at a cost of up to

\$451,765+hst to come from Municipal Capital Growth Fund, Sustainable Services Growth Fund as well as Capital and/or Operating Reserves.

BUDGET CONSIDERATIONS

There is \$532,000 budgeted this fiscal year 2025/2026 for the polishing wetland, from both the Municipal Capital Growth Fund (MCGP) and from capital and/or operating reserve. There is a potential for funding to be available from the Sustainable Services Growth Fund to offset part of the Municipal contribution. As well there is a potential for the project to be above budget.

ATTACHMENTS

STP Polishing Wetland RFP

Municipality of the District of Shelburne



STP Polishing Wetland

Issued for Tender

September 2025
Contract No. 250812.00

STP Polishing Wetland

0	Issued for Tender	DT	Sep 9/25	DT
Rev.	Issue	Reviewed By:	Date	Issued By:
CBCL This document was prepared for the party indicated herein. The material and information in the document reflects CBCL Limited's opinion and best judgment based on the information available at the time of preparation. Any use of this document or reliance on its content by third parties is the responsibility of the third party. CBCL Limited accepts no responsibility for any damages suffered as a result of third party use of this document.		REGISTERED PROFESSIONAL ENGINEER DATE: SEP 09/25 DAVID A. TRUDEL 9146 PROVINCE OF NOVA SCOTIA		

THESE PROJECT DOCUMENTS HAVE BEEN PREPARED FOR USE WITH AND REQUIRE BEING READ IN CONJUNCTION WITH **THE STANDARD SPECIFICATION FOR MUNICIPAL SERVICES** AS PUBLISHED BY THE NOVA SCOTIA ROAD BUILDERS ASSOCIATION - CONSULTING ENGINEERS OF NOVA SCOTIA AND THE **JOINT COMMITTEE ON CONTRACT DOCUMENTS**. COPIES OF THESE DOCUMENTS ARE AVAILABLE FROM THE JOINT COMMITTEE ON CONTRACT DOCUMENTS, 455 COLBY DRIVE, DARTMOUTH, NS, B2V 2K4; PHONE: (902)233-9362 OR BY EMAIL AT: NSMUNICIPALSERVICES@GMAIL.COM. Visit www.standardspec.ca for more information and to place an order for these specifications.

<u>Section</u>	<u>Title</u>
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Division 00 - Procurement and Contracting Requirements

00 21 13	INFORMATION TO TENDERERS
00 41 43	TENDER FORM (UNIT RATE)
00 53 43	FORM OF AGREEMENT
00 72 45	CCDC 18 -2023 GENERAL CONDITIONS OF THE CIVIL WORKS CONTRACT
00 73 10	SUPPLEMENTARY GENERAL CONDITIONS FOR CCDC 18 - 2023

Supplementary Specifications

01 10 00	GENERAL REQUIREMENTS (REVISED)
01 22 00	MEASUREMENT AND PAYMENT (NEW)
01 57 00	ENVIRONMENTAL PROTECTION (REVISED)
31 15 53	EROSION AND SEDIMENT CONTROL (REVISED)
31 20 00	EARTHWORK (REVISED)
31 32 22	GEOMEMBRANES (NEW)
32 98 00	REINSTATEMENT (REVISED)
33 11 00	SANITARY SEWER (REVISED)
33 40 00	STORM SEWERS AND CULVERTS (REVISED)
39 00 00	STANDARD DETAILS(NEW)

1. A complete Tender is comprised of the following:
 - a) The Tender Form in its entirety, with all pages and spaces for entry of information by Tenderers filled in as instructed.
 - b) Acknowledgment of addenda received by the Tenderer during the tendering period.
 - c) Tender Security (refer to clause 12 herein).

2. Submission:

All tender submissions must be uploaded electronically to [STP Polishing Wetland Submission Page \(https://cbcl.bonfirehub.ca/projects/97456/details\)](https://cbcl.bonfirehub.ca/projects/97456/details). The closing date and time are included in the Bonfire opportunity posting.

Hard copy submissions will not be accepted. All submissions and accompanying documentation will become the property of the Owner and may not be returned. Late proposals will not be accepted, nor will additional time be granted to any individual Tenderer. Any extensions to the closing date will be made only via addendum.

You must register your company with Bonfire to access opportunities. Registration is free. If you have any challenges registering, you can contact Bonfire Support at support@gobonfire.com. For instructions on how to register go to [Vendor Registration](#). When you are ready to register, please go to our eProcurement portal at [CBCL \(bonfirehub.ca\)](https://cbcl.bonfirehub.ca)

For a quick tutorial on how to upload a submittal, visit: [Creating and Uploading a Submission to Bonfire](#)

2. Tender opening will occur 15 minutes following Tender Closing. A Microsoft Teams link can be requested by any bidder that wishes to attend the opening by contacting David Trudel, P.Eng. at email: dtrudel@cbcl.ca a minimum of 3 hours before Tender Closing. Bids will be opened during a videoconference available to all bidders who request the link and virtually attend the opening.
3. Before tendering, Tenderers shall have examined the *Site* of the Work and shall have satisfied themselves as to the working conditions, including labour conditions and labour rules, the nature and kind of work to be done, any special risks associated therewith and all other matters which may be necessary in order to form a proper conception under which the work will be required to be performed. Tenderers shall not be entitled to claim at any time after closing of tenders that there was any misunderstanding in regard to all such conditions.
4. When forming their estimates and preparing their tenders, Tenderers shall take full cognizance of the content of all the Contract Documents listed in Section 00 41 43 – Tender Form – Unit Rate.
5. Any ambiguities, inconsistencies, or uncertainties in the Contract Documents which may become apparent to Tenderers when tendering shall be advised via email to the *Consultant*, David Trudel, P.Eng. at email: dtrudel@cbcl.ca not less than two (2) working days before Tender Closing. Tenderers will be advised simultaneously of any decisions on such matters as necessary by means of addenda (which will be serially numbered) and all addenda issued shall be incorporated into the Contract Documents.
6. Tenderer shall fill in the Completion Time and is notified that the completion date based on this may be taken into account in considering the tenders.
7. All tenders shall be valid for acceptance for sixty (60) calendar days from the Closing Date.

8. The Agreement is included in the Contract Documents at the time of tendering and is provided for information only and shall not be completed at the time of tendering.
9. The appending of any qualifying clauses to the tender or failure to comply with these instructions and with all other relevant provisions contained in the documents in the completing of any tender may render such tender liable to disqualification as determined by the *Owner*.
10. Contract Price to exclude HST. Harmonized sales tax shall be indicated as a separate amount and included in the *Total Amount Payable*.
11. Each tender shall be accompanied by Tender Security in the amount of ten percent (10%) of the *Total Amount Payable* (inclusive of *Value Added Taxes*) in evidence of the bona fide nature of the tender. Tender Security must satisfy the same requirements of Contract Security as set forth in clause 12 herein.
12. Tender and Contract Security shall be in favour of the Owner and shall be in the form of a Certified Cheque, irrevocable Letter of Credit or a Bond. Tender Security shall guarantee to the Owner that in the event of the successful Tenderer declining to enter into a formal agreement with the Owner as called for in the Contract Documents, or declining or neglecting to provide the Insurance or Contract Security required by the Contract Documents, then the Owner will be reimbursed the additional cost of accepting another tender or Tender Security amount, whichever is the lesser.
 - .1 A scan of a hard copy bond, certified cheque, or irrevocable letter of credit is permitted provided the original is provided in the subsequent hard copy submission
 - .2 The bonds shall be issued by a company whose guarantee bonds are acceptable to the Government of Canada. Use the latest edition of CCDC Form 220 for a Bid Bond, a CCDC Form 221 for a Performance Bond, and a Form 222 for a Labour and Material Bond.
 - .3 Bonds may be submitted in an electronic or digital format provided it meets the following criteria:
 - .1 The version submitted by the Tenderer must be verifiable by the Owner with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - .2 The version submitted must be viewable, printable, and storable in standard electronic file formats acceptable to the Owner, and in a single file. Allowable formats include pdf.
 - .3 The verification may be conducted by the Owner immediately or at any time during the life of the bond and at the discretion of the Owner with no requirement for passwords or fees.
 - .4 The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding subsection 12.3.1 above.
 - .5 Bonds failing the verification process will NOT be considered to be valid.
 - .6 Bonds passing the verification process will be treated as original and authentic.
13. The Tender Security of the unsuccessful Tenderers will be returned to them after the *Owner* enters into a formal agreement with the successful Tenderer or the expiration of validity of their tenders, whichever occurs first.
14. On the written acceptance by the *Owner* of a tender, that tender becomes the Contract and the Tenderer who has submitted it becomes the Contractor. The Contractor will be required to enter into a formal agreement with the *Owner* following receipt of a written notice of acceptance from the *Owner*. The written notice of acceptance forms a Contract Agreement until the formal "Agreement" included herein is executed.

15. Within seven (7) days of written acceptance of a tender, provide Contract Security in the amount and form as specified in Section 00 73 00 – Supplementary General Conditions, and Insurance as specified in CCDC 18-2023, GC 11.1 and supplemented in CCDC 41-2020.
16. Complete the Tender Form and have corrections initialled by the individual signing the tender.
17. Where manufactured articles are described or specified in the Contract Documents by name, catalogue number of a manufacturer or supplier, Tenderers shall tender on the basis of using only such articles. Procedure concerning substitution of a specified article with another shall be in accordance with equivalents and alternates in Section 01 10 00 – General Requirements.
18. The *Owner* will not defray any expenses whatsoever incurred by Tenderers in the preparation and submission of their tenders. The *Owner* reserves the right to waive any formality or technicality in any tender.
19. The *Owner* reserves the right to accept or to reject any or all tenders received, or to select a tender which is deemed by the *Owner* to be in its best interests. The *Owner* reserves the right to negotiate with the lowest compliant tenderer in the event that all tendered prices are higher than anticipated.
20. Tenders, which in the opinion of the *Owner* are considered to be informal or unbalanced, may be rejected.
21. Tenders may be amended or withdrawn without penalty, by accessing <https://cbcl.bonfirehub.ca/projects/97456/details>, prior to Tender Closing.
 - .1 The *Owner* will not be responsible for any failure attributable to the transmission or reception of the submission. The time stamp of the uploaded submission received by <https://cbcl.bonfirehub.ca/projects/97456/details> will be used to determine if the submission was received in time – not the time it was emailed sent by the sender. Last minute submissions are not recommended
22. Tenderers are encouraged to attend a non-mandatory *site* meeting, held at the Sewage Treatment Plant (507 Sandy Point Road) at 11:00AM on September 18, 2025. Questions may be asked and description of the Work may be discussed during this meeting, however no minutes of the meeting will be distributed. Modifications made by way of addenda, to tendering requirements or the Contract Documents, shall be binding.

END OF SECTION

1. SALUTATION:

- .1 To: Municipality of the District of Shelburne
414 Woodlawn Drive
B0T 1W0
- .2 For: STP Polishing Wetland
Contract No. 250812.00
- .3 From: _____

2. TENDERER DECLARES:

- .1 That this tender was made without collusion or fraud.
- .2 That the proposed work was carefully examined.
- .3 To have personal knowledge of the location of the proposed Work and is informed as to the actual conditions and requirements, including labour conditions and labour rules and shall not claim at any time after execution of the Agreement that there was any misunderstanding in regard to such conditions and requirements.
- .4 That Contract Documents and Addenda No. __ to __ inclusive were carefully examined.
- .5 That all the above were taken into consideration in preparation of this Tender.

3. TENDERER AGREES:

- .1 To enter into a contract to supply all labour, material and equipment and to do all work necessary to construct the Work as described and specified herein for the unit prices stated in Subsection 4 hereunder, Schedule of Quantities and Unit Prices.
- .2 That the estimated Contract Price shall be the sum of the products of the tendered unit prices multiplied by the estimated quantities in Subsection 4 hereunder.
- .3 That this Tender is valid for acceptance for sixty (60) calendar days from the time of Tender Closing.
- .4 That measurement and payment for items listed in Subsection 4 hereunder shall be in accordance with corresponding items in Section 01 22 00 Measurement and Payment.
- .5 Upon request to provide evidence of ability and experience within seven (7) calendar days of request, including experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on the Work, and financial resources.
- .6 To execute in triplicate the Agreement and forward same together with the specified contract security and insurance documents to the Owner within fourteen (14) calendar days of written notice

of award.

- .7 That failure to enter into a formal contract and give specified insurance documents and contract security within time required will constitute grounds for forfeiture of certified cheque or enforcement of bid bond.
- .8 That if certified cheque is forfeited, Owner will retain difference in money between amount of Tender and amount for which Owner legally contracts with another party to perform the Work and will refund balance, if any, to Tenderer.
- .9 Declares to have carefully examined the documents and Addenda No. ____ to _____ referred to in the first paragraph of this Tender Form, and the Tenderer hereby accepts and agrees to the same as forming a part of the Contract.
- .10 Understands that in the event that the tendered Contract Price is not within the project budget, the Owner has the right to negotiate the Contract with the low bidder or reject all tenders received.
- .11 Agrees that the Warranty Period defined in the Contract Documents shall be for a period of one (1) year from the date of Ready-for-Takeover.
- .12 Understands that Substantial Performance of the Work will be established in accordance with General Conditions of the Contract and applicable lien legislation.
- .13 Understands that after the issuance of the certificate of Substantial Performance of the Work by the Consultant, provided that the Contractor has relieved the Owner from any and all claims, demands and lien claims for and in respect of the Contract, and has completed all outstanding items and corrected all deficiencies, the Contractor shall submit an application for Final Payment and the Consultant will thereafter prepare the Final Certificate for payment in accordance with the General Conditions of the Contract and applicable lien legislation
- .14 Understands that the payment of holdback will be in accordance with the General Conditions of the Contract and subject to the provisions of the lien legislation applicable to the Place of Work.
- .15 Understands the occupational Health and Safety Legislation and any Workers or Workplace compensation legislation applicable to the Place of the Work and declares that they are in good standing and have all necessary certification as required by such legislation.
- .16 Agrees that time shall be construed as being of the essence of the Contract.
- .17 That the Contract Documents include:
 - .1 Standard Specifications for Municipal Services listed in Table of Contents Page Dated January 2024.
 - .2 Tender Form
 - .3 Form of Agreement
 - .4 General Conditions of the Civil Work Contract
 - .5 Supplementary General Conditions
 - .6 Supplementary Specifications
 - .7 Drawings

<u>Dwg. No.</u>	<u>Title</u>
C01	Existing Conditions Site Plan
C02	Proposed Grading Plan, Profile & Section

CO3 Proposed Site Plan, Planting and Schedules
CO4 Sections and Details, Sheet 1 of 2
CO5 Sections and Details, Sheet 2 of 2

.8 Addenda as issued and as confirmed in subsection 2.4 of this section.

4. SCHEDULE OF QUANTITIES AND UNIT PRICES

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price	Total Price
1.	Clearing/Grubbing	m ²	5,000		
2.	Earthwork				
.1	Mass Excavation and Embankment - Common	m ³	2,800		
.2	Mass Excavation – Unsuitable	m ³	700		
.3	Imported Borrow	m ³	700		
3.	Sanitary Sewer System				
.1	200mm dia. PVC D35 - Gravity	m	65		
.2	200mm dia. PVC DR35 - Influent/Effluent Manifolds	Ea	2		
.3	1050mm dia. Manholes	Ea	3		
.4	1050mm dia. Effluent Control Manhole	Ea	1		
.5	Direct Buried Valves	Ea	3		
4.	Landscaping				
.1	Hydraulic seeding	m ²	3,400		
.2	Chain Link Fence and Gate	m	265		
5.	Wetland				
.1	HDPE Liner	m ²	2,600		
.2	Geotextile	m ²	2,600		
.3	Type C4 Clear Stone	m ³	65		
.4	Wetland Soil Matrix (150mm Thick) – Owner Supplied On Site Material	m ²	850		
.6	Environmental Protection	LS	1		

TENDER SUMMARY

ESTIMATED CONTRACT PRICE (Excluding HST) \$ _____

Add HST (14% of the Estimated Contract Price) \$ _____

TOTAL AMOUNT PAYABLE \$ _____

TENDERER'S HST REGISTRATION NO. _____

5. COMPLETION TIME

1. Tenderer agrees to achieve Ready-for-Takeover of the Work within _____ weeks from written notification of Award.

6. SIGNATURE *

DATED THIS ____ DAY OF _____, 202 ____.

[Seal]

Name of Firm Tendering

Signature of Signing Officer

Witness

Name and Title (Printed)

Witness

Signature of Signing Officer

Name and Title (Printed)

Company Address

Telephone No.

Fax No.

*NOTE: Tenders submitted by or on behalf of any Corporation must be signed and sealed in the name of such Corporation by a duly authorized officer or agent.

END

This Agreement made on the ____ day of ____ in the year ____.

BY AND BETWEEN

Municipality of the District of Shelburne

hereinafter called the "Owner"

and

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A1 - THE WORK

The Contractor shall:

- .1 Perform the Work required by the Contract Documents for

STP Polishing Wetland

Contract No. 250812.00

located at Shelburne, NS for which the Agreement has been signed by the parties, and for which

CBCL Limited is acting as and is hereinafter called the "Engineer",

and

- .2 do and fulfill everything indicated by this Agreement, and

- .3 commence the Work by the ____ day of ____ in the year 202__ and attain Ready-for-Takeover of the work as certified by the Engineer by the ____ day of ____ in the year 202__.

ARTICLE A2 – AGREEMENTS AND AMENDMENTS

The Contract supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the work, including the bidding documents that are not expressly listed in Article 3 of the Agreement.

ARTICLE A3 - CONTRACT DOCUMENTS

The following are the Contract Documents referred to in Article A1 of the Agreement – THE WORK:

- .1 Standard Specifications for Municipal Services listed in Table of Contents Page Dated January 2024.
- .2 Tender Form
- .3 Form of Agreement
- .4 General Conditions of the Civil Work Contract
- .5 Supplementary General Conditions
- .6 Supplementary Specifications
- .7 Drawings

<u>Dwg. No.</u>	<u>Title</u>
C01	Existing Conditions Site Plan
C02	Proposed Grading Plan, Profile & Section
C03	Proposed Site Plan, Planting, and Schedules
C04	Sections and Details, Sheet 1 of 2
C05	Sections and Details, Sheet 2 of 2

- .8 Addenda _____ through _____.

ARTICLE A4 - CONTRACT PRICE

- .1 The estimated Contract Price is the sum of the products of the estimated quantities multiplied by the appropriate Unit Price in the Tender Form excluding the amount of HST. The estimated Contract Price is:

_____/100 dollars \$ _____

- .2 All amounts are in Canadian funds. Unit Prices exclude HST and Total Amount Payable includes HST.
- .3 These amounts shall be subject to adjustments as provided in the Contract Documents.
- .4 The final Contract Price will be the sum of the products of the actual final quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, multiplied by the appropriate Unit Prices from the Tender Form together with any adjustments that are made in accordance with the provisions of the Contract Documents plus the amount of HST.

ARTICLE A5 - PAYMENT

- .1 The Owner shall pay the Contractor in Canadian funds for the performance of the Contract.
- .2 The Owner shall make monthly payments on account to the Contractor for the Work performed, as certified by the Engineer, subject to a 10% holdback.
- .3 The amount of the monthly payments shall be calculated as follows:
 - .1 The quantity for each pay item on which actual work has been performed shall be measured.
 - .2 For each Unit Price item this quantity shall be multiplied by the applicable Unit Price as provided in the Tender Form.
 - .3 For each lump sum item, multiply the percent complete by the value of the lump sum item.
 - .4 The total value of work completed for the payment period shall be calculated by adding the total of the products for all pay items from subsection A5.3.2 and A5.3.3 of this section.
 - .5 The amount of the monthly payment shall be determined by deducting the 10% holdback and the total of all previous payments from the total value of such completed work as determined under

subsection A5.3.4 of this section.

- .6 To the amount calculated above, the Harmonized Tax will be added.
- .4 The last day of the payment period shall be the last day of the month.
- .5 Upon Substantial Performance of the Work as certified by the Engineer the Owner shall pay to the Contractor the holdback monies then due in accordance with the provisions of Section 00 72 45 - General Conditions, subsection GC5.6 –SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK.
- .6 Upon the issuance of the final certificate for payment, Work as certified by the Engineer the Owner shall pay to the Contractor the balance of monies then due in accordance with the provision of Section 00 72 45 - General Conditions, subsection GC5.7 – FINAL PAYMENT.
- .7 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payment shall be made to the Contractor in accordance with the provisions of Section 00 72 45 - General Conditions, subsection GC11.1 - INSURANCE.
- .8 If the Owner fails to make payments to the Contractor as they become due under the terms of the Contract, interest shall be payable as follows:
- .1 The annual interest rate applicable to the contract is 2% compounded semi-annually.
- .2 Interest shall be calculated on the overdue balance from the due date.

ARTICLE A6 - RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- .1 Notices in writing shall be addressed to the recipient at the address set out below.
- .2 The delivery of a notice in writing shall be by hand, courier, prepaid first class mail, facsimile or e-mail.
- .3 A notice in writing delivered by one party in accordance with this Contract shall be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five (5) Working Days after the date on which it was mailed.
- .4 A notice in writing sent by facsimile or e-mail shall be deemed to have been received on the date of its transmission provided that if such day is not a Working Day or if it is received after the end of normal business hours at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first Working Day following the transmission thereof.
- .5 An address for a party may be changed by notice in writing setting out the new address delivered to the other party in accordance with this Article.

- .1 The Owner at 414 Woodlawn Drive
B0T 1W0
- .2 The Contractor at [Address of Contractor]
- .3 The Engineer at 1505 Barrington Street, Suite 901

Halifax, NS B3J 2R7

ARTICLE A7 - QUANTITIES AND MEASUREMENT

- .1 The quantities shown in Section 00 41 43 Tender Form - Schedule of Quantities and Unit Prices are estimated.
- .2 Measurement for the actual quantities used to determine payments and Contract Price shall be in accordance with Section 01 22 00 - Measurement and Payment.

ARTICLE A8 - SUCCESSION

The Contract Documents listed in Article A3 herein are to be read into and form part of the Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall endure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

ARTICLE A9 - RIGHTS AND REMEDIES

No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A-10 TIME OF THE ESSENCE

Time shall be construed as being of the essence of the Contract.

ARTICLE A11 - SEVERABILITY

Each and every paragraph, section, clause, sub-clause or other component of the *Contract* is severable one from the other. Should it be found by a court of competent jurisdiction that any one or more paragraphs or parts thereof are null and void, the validity of the remaining paragraphs or parts thereof shall not be affected.

In witness whereof the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED

In the presence of:

OWNER

Municipality of the District of Shelburne

Name of Owner

WITNESS

Signature

Name and Title of Person Signing

Signature

Signature

Name and Title of Person Signing

Name and Title of Person Signing

CONTRACTOR

Name of Contractor

WITNESS

Signature

Name and Title of Person Signing

Signature

Signature

Name and Title of Person Signing

Name and Title of Person Signing

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirements calls for (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or (b) the affixing of a corporate seal, this Agreement should be properly sealed.

END

These Supplementary Conditions amend the Civil Works Contract – CCDC 18 – 2023. Where a portion of the Contract is modified or deleted by these Supplementary General Conditions, the unaltered portions of the Contract shall remain in effect.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Page 4, delete the first bullet point within Article 4.1 and replace with the following:

*Unit Prices from the basis for payment of the *Contract Price*. Quantities in the Schedule of Unit Prices within Section 00 41 43 – Tender Form are estimated. The estimated *Contract Price*, which is the total extended amount indicated in the Schedule of Unit Prices within Section 00 41 43 – Tender Form, exclusive of taxes is:

Page 4, after Article A-8 insert the following new Articles A-9 and A-10:

“ARTICLE A-9 SEVERABILITY

- 9.1 Each and every paragraph, section, clause, sub-clause or other component of the *Contract* is severable one from the other. Should it be found by a court of competent jurisdiction that any one or more paragraphs or parts thereof are null and void, the validity of the remaining paragraphs or parts thereof shall not be affected.

ARTICLE A-10 TIME OF THE ESSENCE

- 10.1 Time shall be deemed to be of the essence of the *Contract*.”

DEFINITIONS

Page 6, Add the following new Definitions:

Approved or Approval

Approved or Approval means acceptance by the *Consultant* in accordance with the *Consultant's* responsibilities described in Clause GC 2.2 ROLE OF THE *CONSULTANT*.

Period of Delay

The period of time from *Ready-for-Takeover* date specified in Article A-1, subclause 1.3, and the actual Ready-for-Takeover date; if any.

Site

The *Site* means the geographical location of the *Work* identified in the *Contract Documents*

Total Amount Payable

Total Amount Payable means the sum of the Contract Price as stipulated in Article A-4, subclause 4.3 subject to adjustments made in accordance with the provisions of the Contract Documents plus the amount of *Value Added Taxes*.

Page 7, add new definitions as follows:

Standard Specification

The Standard Specifications consist of Definitions, General Conditions, Supplementary General Conditions, Measurement and Payment, General Requirements, other Technical Specifications and standard details developed by the Nova Scotia Road Builders Association and the Consulting Engineers of Nova Scotia Joint Committee on Contract Documents and published with the title of Standard Specifications for Municipal Services.

Supplementary Specifications

Supplementary Specifications are the specifications for a specific project which amend or add to the Standard Specifications.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 2 – ADMINISTRATION OF THE CONTRACT

GC 2.3 REVIEW AND INSPECTION OF THE WORK

Page 10, delete clause 2.3.3 and replace with the following:

- 2.3.3 The *Contractor* shall furnish promptly to the *Consultant* one (1) electronic file, in pdf file format, of certificates and inspection reports related to the *Work*. The *Contractor* will be required to provide hard copies, in the quantity requested, only upon request of the *Consultant* or *Owner*.

Page 10, within clause 2.3.5, add the following sentence at the end of the clause:

“If the *Consultant*’s determination is not accepted by either party, then the matter shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.”

PART 3 – EXECUTION OF THE WORK

GC 3.4 CONSTRUCTION SCHEDULE

Page 12, in Clause 3.4.1.1, delete “prior to the first application for payment” and replace with “not later than two (2) weeks after receipt of the notice of award”.

Page 12, add new clause 3.4.2 as follows:

- “3.4.2 If, at any time, it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to the *Owner* or the *Consultant* pursuant to clause 3.4.1.3, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay and shall produce and present to the *Owner* and the *Consultant* a recovery plan demonstrating how the *Contractor* will achieve the recovery of the schedule. If the *Contractor* intends to apply for a change in the *Contract Price* in relation to a schedule recovery plan, then the *Contractor* shall proceed in accordance with General Condition 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.”

GC 3.5 SUPERVISION

Page 12, add new clause 3.5.3 as follows:

- “3.5.3 The *Owner* may, at any time during the course of the *Work*, request the replacement of the appointed representative(s), where the grounds for the request involve conduct which jeopardizes the safety and security of the Site or the *Owner's* operations. Immediately upon receipt of the request, the *Contractor* shall make arrangements to appoint a replacement acceptable to the *Owner* and *Consultant*.”

GC 3.6 – LAYOUT OF THE WORK

Page 12, delete clause 3.6.1 in its entirety and replace with the following:

- “3.6.1 The *Contractor* shall have all reference points established on site by a licensed surveyor, at the *Place of the Work*, at no additional cost to the *Owner*.”

GC 3.8 LABOUR AND PRODUCTS

Page 13, delete clause 3.8.2 and replace with the following:

- “3.8.2 The *Contractor* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*. Water, heat, light, and power will be provided by the party identified in Division 01 of these *Specifications*.”

GC 3.9 SHOP DRAWINGS

Page 13, delete Clause 3.9.2 and replace with the following:

- “3.9.2 Prepare and submit to the *Consultant* for review, a schedule of the dates for provision, review and return of Shop Drawings. Provide this submission a minimum of two (2) working days prior to the project start-up meeting.”

PART 4 - ALLOWANCES

GC 4.1 CASH ALLOWANCES

Page 14, delete Clause 4.1.7 and replace with the following:

- “4.1.7 The *Contractor* shall prepare a schedule, acceptable to the *Consultant*, that shows when the *Consultant* and *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Work*.”

Page 14, add the following new Clause:

- “4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, for competitive bids for portions of the *Work*, to be paid for from cash allowances.”

PART 5 - PAYMENT

GC 5.5 – PAYMENT

Page 15, delete clause 5.5.1.2 in its entirety and replace with the following:

- “5.5.1.2 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT on or before twenty (20) calendar days after the later of:
- .1 receipt by the *Consultant* of the application for payment; or
 - .2 the last day of the monthly payment period covered by the application for payment.”

Page 15, after clause 5.5.1,2 add the following new clauses:

- “5.5.1.3 The *Contractor* shall agree interim quantities with the *Consultant* for the purposes of progress payment claims, prior to submission of progress payment application.
- “5.5.1.4 The *Contractor* shall pay promptly any and all accounts for labour, services and materials used for the purpose of the fulfillment of this Contract as and when such accounts become due and payable and shall furnish the *Consultant* with proof of payment of such accounts in such form and as often as the *Consultant* may request.”

GC 5.5 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

Page 15, after Clause 5.6.1.2, add the following:

- “5.6.1.3 Submit a certificate by lien search to the Owner by a solicitor licensed to practice law in the Province of the Place of Work, certifying that no lien associated with the Work exists against the Owner’s property or *Work*;
- 5.6.1.4 Submit a clearance letter from the Workers’ Compensation Board or provincially equivalent regulatory body; and
- 5.6.1.5 All such documents shall be dated not earlier than the expiry of the lien period as stipulated by the lien legislation in the *Place of the Work*.”
- “5.6.1.6 The *Consultant* will provide an electronic copy of the Certificate of *Substantial Performance* and instruct the *Contractor* to post the certificate at the Site and to website indicated by the lien legislation of the place of *Work*. “

Page 15, delete Clause 5.6.3 and replace with the following:.

- 5.6.3 Subject to the requirements of the Payment Legislation of the *Place of the Work*, all holdback prescribed by the applicable lien legislation for completed *Work* shall become due and payable to the *Contractor* no later than ten (10) Working Days following the expiration of the sixty (60) holdback period. If, within sixty (60) calendar days after the issue of the certificate of *Substantial Performance of Work*, the *Contractor* has not corrected all the documented deficiencies, the *Owner* shall retain sufficient monies, as determined by the *Consultant*, to cover the cost of completing said deficiencies. These monies shall be held in addition to holdback monies retained in accordance with the provisions of the Contract and subject to the terms of the lien legislation in the *Place of the Work*.”

GC 5.7 FINAL PAYMENT

Page 16, Clause 5.7.4, in line 2, change “5 calendar days” to “20 calendar days”.

PART 6 – CHANGES IN THE WORK

Page 16, add new clause 6.1.1.3 as follows:

- 6.1.1.3 Changes that do not affect the Contract Price and time by Supplemental Instruction.

Page 16, within clause 6.2.2.1 after “the Work” add “to the limits set forth in GC 6.7 – Quantity Variations”.

GC 6.2 CHANGE ORDER

Page 16, after Clause 6.2.3, add the following:

- “6.2.4 The mark-up on agreed upon changes are as follows:
- .1 *Work* performed by the *Contractor*’s own forces will be the cost of the

Work plus ten (10%) percent overhead and profit.

.2 *Work* performed by the subcontractor's force will be the cost of *Work* plus 15% overhead and profit. Where the *Work* can be done by the *Contractor's* forces, as solely determined by the *Consultant*, but is done by the Subcontractor's forces, the mark-up for overhead and profit will be limited to ten (10%) percent.

6.2.5 Before the approval of any *Change Order* over \$1,000 in value the *Consultant* is entitled to receive, upon request, at a minimum, the following breakdown of cost associated with such *Change Order*:

.1 Labour rates, excluding operators.

.2 Equipment rates including operators.

.3 Supervisory staff rates.

.4 Subcontractor and material or equipment invoices where applicable.

.5 Overhead costs including worker's compensation, *site* trailer cost as applicable, insurance, bonding, small tool expenses, CPP, and EI contributions.

6.2.6 No compensation for extra *Work* or material shall be allowed unless the *Consultant* issues a Notice in Writing authorizing such *Work* or material to be ordered in the form of a *Change Order*, *Change Directive* or *Supplemental Instruction*.

6.2.7 No compensation will be allowed for the cost of repairs to equipment or in respect of construction equipment of any kind idle on the Site except as directed by the *Consultant* in writing or for damage to anything used in performing any such extra *Work* or making any such alteration.

6.2.8 The price applicable to any *Work* deleted from the Contract, shall be deducted from the *Contract Price* and shall be mutually agreed upon by the Contractor and the *Consultant*. The price shall be comparable to prices quoted on *Work* of similar nature.

GC 6.3 – CHANGE DIRECTIVE

Page 18, in clause 6.3.12, add the following sentence at the end of the paragraph:

"If such determination by the *Consultant* is not accepted by either party, then the decision shall be made in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION."

GC 6.4 – CONCEALED OR UNKNOWN CONDITIONS

Page 18, add a new clause 6.4.5 and 6.4.6 as follows:

"6.4.5 If the *Contractor* was given access to the Place of *Work* and/or professional reports relating thereto (including, without limitation, environmental, geotechnical, and structural reports) prior to the submission of the bid on which the Contract was awarded, then the *Contractor* confirms that they have investigated the *Place of the Work* and, in doing so, applied to that investigation the degree of care and

skill required. In those circumstances, notwithstanding the provisions of clause 6.4.1, the *Contractor* is not entitled to an adjustment to the *Contract Price* or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the *Contractor* by such investigation, or which could have been reasonably inferred from the material provided with the Contract Documents. In those circumstances, should a claim arise, the Contractor will have the burden of establishing that it could not have discovered the materially different conditions from an investigation because of restrictions placed on its access or inferred the existence of the conditions from the material provided with the *Contract Documents*.

- 6.4.6 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES, GC 9.3 – ARTIFACTS AND FOSSILS, and GC 9.5 – MOULD.”

GC 6.5 DELAYS

Page 18, clause 6.5.2, delete last sentence of paragraph and replace with the following sentence:

“The *Contractor* will not be reimbursed by the Owner for costs incurred by the *Contractor* as a result of such delay.”

Page 19, after Clause 6.5.5, add the following new Clauses:

- “6.5.6 Should the *Contractor* fail to attain *Ready-for-Takeover* for the *Work* by the date indicated in Article A-1, Clause 1.3 in the AGREEMENT BETWEEN OWNER AND CONTRACTOR, the period of time from this agreed date to the actual date when the *Consultant* confirms the *Work* is *Ready-for-Takeover*, shall be termed the *Period of Delay*.
- 6.5.7 In the event there is a *Period of Delay*, the *Contractor* shall be liable for and shall pay to the Owner the cost of continuance of supervision during the *Period of Delay*, and all additional fees, disbursements and costs incurred by the *Owner* as a result of the Period of Delay, such charges hereby termed as Delay Charges. The Owner may deduct the amount of such Delay Charges from further progress payments.”

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

Page 18, add the following new Clause as 6.6.6 and renumber the subsequent clause:

- “6.6.6 The *Owner* may make claims arising out of the costs incurred for additional services provided by the *Consultant* resulting from the *Contractor's* failure to reasonably perform the *Work* in accordance with the terms and conditions of the Contract, including the Contractor's issuance of unnecessary Requests for

Information (RFI's). The *Consultant* will notify the *Owner* and *Contractor* where it has been determined that additional services will be required or have been provided in order not to cause a delay. The *Owner* shall make claims based on the *Consultant's* invoices."

PART 9 - PROTECTION OF PERSONS AND PROPERTY

GC 9.4 – CONSTRUCTION SAFETY

Page 24, after GC 9.4.5, add the following:

"9.4.6 The *Contractor* shall indemnify and save harmless the *Owner*, its agents, officers, directors, employees, *Consultant*, successors, appointees and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* under the applicable occupational health and safety legislation in the *Place of the Work*, including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the *Owner* is not covered by insurance, provided that the indemnity contained in this clause shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect, or special damages."

PART 10 - GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

Page 25, after Clause 10.1.2, add new Clauses 10.1.3 and 10.1.4 as follows:

10.1.3 Indicate on each application for payment as a separate amount, the appropriate *Value Added Tax* the *Owner* is legally obliged to pay. This amount will be paid to the *Contractor* in addition to the amount certified for payment under the *Contract*."

10.1.4 In the event that any new tariffs, taxes or trade restrictions are imposed or revoked by either the Canadian or US government on materials, goods or services related to this project after the date of bid closing, that affect the cost or availability of goods and services necessary for the performance of the work under this Agreement, the parties agree to negotiate in good faith an adjustment to the schedule and contract price resulting solely and directly from such changes. The Contractor shall provide written notice to the Client within five (5) days of the imposition or revocation of such tariffs, outlining the associated specific cost increase in the case of imposition, or decrease in the case of revocation, and schedule impacts to the project

GC 10.2 – LAWS, NOTICES, PERMITS AND FEES

Page 25, add the following to clause 10.2.3 after the first sentence:

“Various jurisdictions have requirements for posting non-refundable fees before excavations are carried out within public rights-of-way. The *Contractor* is responsible for the determination of the requirement for each specific project and for any required deposits. The *Contractor* shall obtain all permits, such as those from the Department of Highways; licenses; letters of approval and certificates and pay the fees required for the performance of the *Work* which are in force at the date of tender closing, but this shall not include the obtaining of permanent easements or rights-of-way.”

PART 12 – OWNER TAKEOVER

Page 25, add new clause 12.1.1.9 and 12.1.1.10 as follows:

- .9 Commissioning reports as in Section 01 91 13.
- .10 Any other documentation identified as a closeout or Ready-for-Takeover document as specified in Section 01 78 00.

GC 12.3 - WARRANTY

Page 26, add new clause 12.3.5 as follows and renumber subsequent clauses:

- “12.3.5 All *Work* of repair or replacement carried out during the Warranty Period shall be maintained for a period of one (1) year from the date of the *Consultant's* acceptance of the *Work* of repair or replacement notwithstanding that the Warranty Period expires before the expiration of the said year. This clause shall not apply to normal operation maintenance, which shall be carried out by the *Owner*.”

PART 13 – INDEMNIFICATION AND WAIVER

GC 13.1 INDEMNIFICATION

Page 26, Clause 13.1.1, in line 2, after “hold harmless the other” replace with “hold harmless the other and the *Consultant*.”

Add new GC 14 as follows:

PART 14 – CONTRACT SECURITY

GC 14.1 CONTRACT SECURITY

Page 28, add new clauses 14.1 and 14.2 as follows:

- “14.1 The *Contractor* shall, prior to commencement of the *Work*, provide to the *Owner* a Performance Bond and a Labour and Materials Bond, each in the amount of 50% of the Total Amount Payable or an Irrevocable Letter of Credit in the amount of 20% of the Total Amount Payable. The Irrevocable Letter of Credit shall be issued by a certified financial institution for a period of no less than twelve (12) months after the

issue of Substantial Performance Certificate. Include the cost of providing the Irrevocable Letter of Credit in Contract Price. Should it become apparent that the final cost of the project will exceed the Total Amount Payable by more than 10%, the Contractor shall arrange to have his bonds or Irrevocable Letter of Credit reissued, based on the projected final cost.”

14.2 The Contract Security will be retained until the expiration of the Warranty Period.”

END OF SECTION

INTENT OF THE SUPPLEMENTARY SPECIFICATIONS

- .1 The Work of this Contract is to be constructed in accordance with the Standard Specifications for Municipal Services (2024 Revision) as developed and published by the Nova Scotia Road Builders Association and Nova Scotia Consulting Engineers Association Joint Committee on Contract Documents, except as modified herein.
- .2 These Supplementary Specifications modify the specification sections to which they refer.
- .3 The Supplementary Specifications take precedence over the Specification to which they refer.

SECTION 00 21 00 – INFORMATION TO TENDERERS

Delete in its entirety and replace with new section included in this document.

SECTION 00 41 43 – TENDER FORM

Delete in its entirety and replace with new section included in this document.

SECTION 00 53 43 – FORM OF AGREEMENT

Delete in its entirety and replace with new section included in this document.

SECTION 00 73 00 – SUPPLEMENTARY GENERAL CONDITIONS

Delete in its entirety and replace with new section included in this document

SECTION 01 10 00 - GENERAL REQUIREMENTS

Page 1, delete subsection 1.2 and replace with the following:

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|----------------------------|---|
| <u>1.2 Summary of Work</u> | <ol style="list-style-type: none">.1 The project is set at the existing Sandy Point STP, located at 507 Sandy Point Road, Shelburne, Nova Scotia. The work includes, but is not necessarily limited, to the following: clearing & grubbing, mass excavation & embankment, construction of berms, liner system (HDPE liner, geotextile), sanitary sewer, manholes, site grading, ditching, erosion & sediment control, dewatering, temporary set-ups, reinstatement, management of a safe worksite, and coordination with operations staff..2 The work of this Contract will be executed concurrent with ongoing Sewage Treatment Plant operations. Minimize and schedule disturbances to existing systems and provide access to operations staff for routine maintenance & inspection. Coordinate any activities affecting the existing treatment plant with the Owner in advance of executing the work. |
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Page 1, delete subsection 1.4 and replace with the following:

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| <u>1.4 Setting Out the Work</u> | <ol style="list-style-type: none">.1 Set out the Work complete with sufficient survey reference points to identify the site on the ground and maintain these or re- |
|---------------------------------|---|

establish them as required during the Contract period.

Page 1, add new subsection 1.5.3 and 1.5.4 as follows:

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| <u>1.5 Existing Site Conditions</u> | .3 | Do not remove nor disturb survey monuments, iron bars, and markers representing property boundaries and locations which may be encountered during the execution of the work, without written permission from the Engineer. Replace disturbed monuments unless written permission for removal has been obtained. |
| | .4 | Contractor to indemnify and hold harmless the Owner and Engineer against damages for consequential loss and against any claim made against the Owner or the Engineer by the owner of any main, line, conduit, or other such structure or utility, in any way caused by the operations of the Contractor in the performance of this Contract. |

Page 1, delete subsection 1.7.1 and replace with the following:

- .1 Shop Drawings:
 - .1 Submit shop detail or working drawings and manufacturer's data for all items requiring fabrication, on or off the Site, and for all proprietary equipment to the Engineer for review before any such items or equipment are incorporated into the Works. This review of Shop Drawings by Engineer is for the sole purpose of ascertaining conformance with the general design concept. This review shall not mean that Engineer approves the detailed design inherent in the Shop Drawings, responsibility for which remains with the Contractor submitting them, and such review shall not relieve the Contractor of responsibility for errors or omissions in Shop Drawings or of responsibility for meeting all requirements of the Construction and Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to fabrication processes or to techniques of construction and installation, and for co-ordination of the work of all sub-trades.
 - .2 Submit electronic copies of all relevant shop drawings to the Engineer in PDF format. Where it is not practical to provide electronic copies and where approved by the Engineer, submit three (3) paper copies of shop drawings.
 - .3 Submit shop drawings with such promptness as not to cause delay in this work, or of the works of any Sub-Contractors.
 - .4 The information submitted shall clearly show the dimensions, materials or construction, performance, finish, service and installation requirements and other characteristics in sufficient detail to permit the Engineer to evaluate the suitability of the articles for the use intended.
 - .5 Make corrections required by the Engineer as noted and resubmit corrected copies to the Engineer for review before fabrication.
 - .6 The Engineer will mark comments on one (1) copy of each drawing or document submitted and will return this as an electronic copy for the Contractor's purposes.
 - .7 The Engineer will not review shop drawings and other material involving a large amount of work in those instances where it is evident that the Contractor has not used all the information contained in, or where such details are obviously not consistent with the Contract Documents.

.8 Provide the section number of the specification with each submitted shop drawing for the purpose of identification.

Page 2, delete subsection 1.8 and replace with the following:

1.8 Record Drawings .1 Provide a survey showing all infrastructure that is installed during construction (including, but not limited to: shots on each bell, laterals at main line and property line, pipe inverts within manholes and top of manholes). Record drawings must be submitted in AutoCAD “.dwg” or “.dxf” format. Drawings must have a projected coordinate system of NAD 1983 CSRS UTM Zone 20N, North American Datum. Failure to comply with this clause will result in a holdback of \$7,500 + HST.

SECTION 01 22 00 – MEASUREMENT AND PAYMENT

Delete in its entirety and replace with new Section 01 22 00 – Measurement and Payment, attached.

SECTION 01 57 00 - ENVIRONMENTAL PROTECTION

Page 1, add new subsections 1.1 and 1.2 as follows, and renumber subsequent subsections:

1.1 Work Included .1 This section specifies requirements for providing temporary erosion and sedimentation control measures.

1.2 Related Work .1 Earthwork: Section 31 20 00

Page 2, add new subsection 1.8.4 as follows:

.4 When required, submit erosion and sediment control plans for approval by Nova Scotia Environment and Owner prior to start of construction and present them for review at the project pre-construction meeting.

Page 2, add new subsection 1.9 as follows:

1.9 Disposal of Wastes .1 Dispose of rubbish and waste materials at authorized off-site location as directed by the Engineer.

.2 Do not dispose of waste, volatile, or deleterious materials into waterways, storm, or sanitary sewers.

.3 Regulated wastes shall be disposed of in accordance with applicable municipal, provincial, and federal requirements.

SECTION 31 15 53 – EROSION AND SEDIMENT CONTROL

Page 1, add new subsection 2.1.2 as follows:

.2 Acceptable Products: Terrafence by Terrafix, Layfield Construction Products Silt Fence, Silt Fence by Nilex, or approved equivalent.

SECTION 31 20 00 - EARTHWORK

Page 2, add new subsection 1.6 as follows:

1.6 Existing
Structures and
Underground Services

- .1 Furnish temporary support, adequate protection and maintenance of all underground and surface structures, water mains, drains, sewers, power lines and other existing site items affected by the Works. Notify Engineer before altering or supporting an existing structure.
- .2 Restore, upon completion of the work structures which have been disturbed.
- .3 Proceed with caution in excavation and preparation of trenches so exact location of all buried pipes and services and underground structures may be determined and be responsible for repair of pipes, services, and structures when broken or otherwise damaged.
- .4 During progress of the Works, do not unreasonably interfere with flow of sewage or water in any existing sewer or drain. Do not jeopardize the public health in any way. Wherever sanitary sewage is pumped or diverted, it shall be carried entirely in closed pipes. Temporary diversion of sanitary sewage through open channel shall not be permitted.
- .5 Whenever it is necessary to explore and excavate to determine the location of existing underground utility structures, make such examination and excavation at no additional cost to the Contract.

Page 2, delete subsection 2.1.1 and replace with the following:

- .1 Selected Backfill: common which is free from stumps, trees, roots, sod, organics; rocks, boulders, and masonry larger than 150 mm in any dimension, any other deleterious materials. Material is to be of a moisture content that will allow compaction to the specified densities.

Page 4, delete subsection 2.1.9, and replace with the following:

- .9 Granular bedding material: Type 1 gravel as per Section 31 20 00 and where specified on drawing. 25mm clear stone as specified in Section 31 20 00 and where indicated on Project Drawings.

Page 4, add new subsections 2.1.11 and 2.1.12 as follows:

- .11 Geotextile separator: non-woven, needle-punched, polyester filter fabric. Permittivity shall be in the range of 1.0 sec-1 with a flow rate of approximately 50 L/sec/m². Material shall have a minimum grab strength of 1,330 N, puncture strength of 3,780 N and an apparent opening size of approximately 0.15 mm.
 - .1 Acceptable products: Terrafix 800R or approved equivalent.
- .12 Rigid Insulation: to CAN/ULC-S701, Type 4, expanded polystyrene, minimum compressive strength of 40 psi.
 - .1 Acceptable products: Dow Styrofoam HI40, Foamular 400 by Owens Corning, or approved equivalent.

Page 5, delete subsection 3.4 and replace with the following:

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| <u>3.4 Blasting</u> | .1 | No blasting will be permitted. Rock, if encountered must be removed by mechanical means. |
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Page 6, delete subsection 3.7.7.3 and replace as follows:

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| .3 | Pipe bedding material to 98% standard Proctor density. |
|----|--|

Page 7, delete subsection 3.9.11 and replace as follows:

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|-----|---|
| .11 | Shape and compact material to within 25 mm of design subgrade elevation, but not uniformly high or low. The surface upon which the HDPE liner is installed must be smooth and free of wheel ruts, debris, roots, sticks, and granular materials larger than 25 mm. At a minimum, the site should be smooth rolled to a level of compaction that prevents installation equipment from causing rutting greater than 25 mm deep. Remove, crush, or pull all protrusions extending more than 12 mm from the subgrade. |
|-----|---|

Page 8, add new subsections 3.11.4 to 3.11.8 as follows:

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|----|---|
| .4 | Proof roll subgrade in presence of Geotechnical Engineer to determine if over excavation is required. Excavate any soft spots and backfill with compacted approved granular fill. Place material only after subgrade has been inspected and approved by Engineer. |
| .5 | The Owner will be responsible for engaging the services of a qualified Geotechnical Engineer, registered in the Provinces of Nova Scotia to carry out materials testing. |
| .6 | Tests will be conducted on both the subgrade and berm material. |
| .7 | Test results will be provided to both the Engineer and the Contractor. |
| .8 | Contractor will be responsible for coordination of materials testing with the Geotechnical Engineer. |

Page 8; add new subsections 3.12, 3.13, and 3.14 as follows:

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| <u>3.12 Disposal of
Surplus Excavated
Material</u> | .1 | Dispose of surplus excavated material as directed by Engineer to disposal sites approved by the Owner. |
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| <u>3.13 Restoration</u> | .1 | Reinstate disturbed areas to condition, elevation and thickness equal to or better than that which existed before excavation, as specified in Section 32 98 00 |
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- | | | |
|------------------------|----|---|
| <u>3.14 Insulation</u> | .1 | Place rigid insulation in trench where indicated or as required in areas where pipe cover is less than 1500mm. Do not disturb or break boards during backfilling. |
|------------------------|----|---|

SECTION 31 32 22 - GEOMEMBRANES

Add new Section 31 32 22 – Geomembranes, attached.

SECTION 32 98 00 - REINSTATEMENT

Page 2, delete subsection 3.1.1 and replace with the following:

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|--------------------|----|--|
| <u>3.1 General</u> | .1 | Reinstate all disturbed surfaces using existing material types to the levels, elevations and dimensions which existed prior to construction and as detailed on the Drawings. |
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SECTION 33 39 00 – PRECAST MANHOLES, CATCH BASINS AND STRUCTURES

Page 2, add new subsection 2.4.2 as follows:

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|----|--|
| .2 | Frames for catchbasins: IMP type S441. |
| .3 | Frames for manhole: IMP Type R-10. |

SECTION 39 00 00 – STANDARD DETAILS

Delete standard details and replace with new details on Drawings.

END OF SECTION

PART 1 - GENERAL

1. Unit prices for all items in the Schedule of Quantities and Unit Prices are full compensation for the work necessary to complete each item in the contract and in combination for all work necessary to complete the Work as a whole.
2. For all items as applicable include all of the following as required where individual quantities are not provided in the Tender Form: traffic control, location of inground services by external utilities and coordination of work by external utilities (Water, Electrical, Gas, etc.), environmental protection, protection of existing trees, clearing, grubbing, common excavation, shoring, dewatering, backfilling, bedding, compaction, disposal of surplus materials, fittings, tees, bends, valves, protective coatings, marker tape, anodes, reinstatement of all disturbed surfaces with matching materials and thicknesses, testing, pipe cleaning, disinfection, marker stakes, recording as-constructed features, CCTV inspection, and all incidentals.
3. The unit and lump sum prices for all items in the Form of Tender "Schedule of Quantities and Unit Prices" shall include the cost for furnishing all materials, labour, tools, and equipment necessary to complete the work in accordance with the Contract, the Drawings and Specification, and shall cover all costs of surety, insurance mobilization, remobilization permits, coordination with Owner and/or other contractors on-site, assistance to the Consultant, site offices and other general costs. Each item shall include for all necessary supervision, labour, materials, plant and services, security provisions, survey and all operations and allowances customary and necessary to complete each item and the Contract as a whole notwithstanding the fact that not every such necessary operation is mentioned or included specifically for measurement.
4. All measurement shall be along a horizontal plane unless otherwise indicated.
5. The numbers of items described below correspond to the numbers of the items in Section 00 41 43, subsection 4, Schedule of Quantities and Unit Prices.
6. Provisional items shall mean that the unit price as tendered shall be included in the estimated Contract Price and that the Owner reserves the right to delete all or portions of this item from the estimated Contract Price.

PART 2 – ITEMS

1. Clearing and Grubbing

Unit of Measurement: square metre (m²)

Method of Measurement: slope measure of indicated area.

This item includes: cutting and off-site disposal of all trees, brush, stumps, roots, downed timber, embedded logs, rootmat and humus from areas indicated on Project Drawings. This item also includes the excavation, stockpiling, protection of topsoil for re-use on Site where required.

2. Earthwork

.1 Mass Excavation and Embankment - Common

Unit of Measurement: cubic metre (m³)

Method of Measurement: surface-to-surface volume method between topographical survey taken after clearing, grubbing, and topsoil removal, and lines and elevations indicated.

This items includes: mass excavation, loading, hauling, placement, and compaction to line and elevations indicated, quality control testing, and stockpiling as required. This item also includes shaping and grading of side slopes, berms, subgrade, anchor trenches, and ditches/swales.

.2 Mass Excavation – Unsuitable Material

Unit of Measurement: cubic metre (m³)

Method of Measurement: surface-to-surface volume method between topographical surveys taken before and after the removal of unsuitable material. Only cut areas will be measured for payment.

This item includes: excavation, loading, hauling, and off Site disposal of unsuitable material.

.3 Imported Borrow

Unit of Measurement: cubic metre (m³)

Method of Measurement: surface-to-surface volume method between topographical surveys taken before and after the placement of imported borrow material. Borrow material to meet the requirements of selected backfill specified in Section 31 20 00.

This item includes: supply (excavation, loading, hauling), placement, and compaction of common borrow to the lines and elevations indicated.

3. Sanitary Sewer System

.1 200mm dia. PVC D35 - Gravity

Unit of Measurement: metre (m)

Method of Measurement: along centreline of pipe through manholes.

This item includes: supply and installation of pipe complete with all fittings.

.2 200mm dia. PVC DR35 – Influent/Effluent Manifolds

Unit of Measurement: each (ea)

This item includes: supply and installation of perforated pipe complete with all fittings.

.3 1050mm dia. Manholes

Unit of Measurement: each (ea)

This item includes: supply and installation of pre-cast concrete manhole sections, frame, cover, grout, waterproofing, and grade adjustment.

.4 1050mm dia. Effluent Control Manhole

Unit of Measurement: each (ea)

This item includes: supply and installation of pre-cast concrete manhole sections, level control pipe & fittings, frame, cover, grout, waterproofing, and grade adjustment.

.5 Direct Buried Valves

Unit of Measurement: each (ea)

This item includes: supply and installation of direct buried valves complete with valve box, appurtenances, and grade adjustment.

4. Landscaping

.1 Hydraulic Seeding

Unit of Measurement: square metre (m²)

Method of Measurement: slope measure of indicated area.

This item includes: supply, placement, and maintenance of hydraulic seeding including lime, fertilizer, mulch, erosion control agent, and seed mix. Use topsoil derived from item 1 above.

.2 Chain Link Fence and Gate

Unit of Measurement: metre (m)

Method of Measurement: along centreline of fence fabric through posts.

This item includes: supply and installation of chain link fence complete with concrete footings, posts, rails, gates, fabric, fittings, accessories, and hardware.

5. Wetland

.1 HDPE Liner

Unit of Measurement: square metre (m²)

Method of Measurement: slope measure of indicated area.

This item includes: supply, placement, maintenance, quality control, and certification of HDPE liner system. This item also includes subgrade certification, welding, seaming, QA/QC testing, pipe boots, miscellaneous appurtenances, and the acceptance procedure as outlined in Section 31 32 22. Work necessary to correct deficiencies in the liner or underlying materials will not be measured for payment but is considered incidental to the Work.

2 Geotextile

Unit of Measurement: square metre (m²)

Method of Measurement: slope measure of indicated area.

This item includes: supply, placement, and maintenance of geotextile material as indicated.

.3 Type C4 Clear Stone

Unit of Measurement: cubic metre (m³)

Method of Measurement: surface-to-surface volume method between topographical surveys taken before and after the placement and compaction of clearstone material.

This item includes: supply, placement, compaction, and fine grading of granular material as indicated.

.4 Wetland Soil Matrix (150mm thick)

Unit of Measurement: square metre (m²)

Method of Measurement: slope measure of indicated area at mean depth.

This item includes: placement and fine grading of Owner supplied wetland soil matrix. Material is currently stored within geotextile bags that are contained on a drainage pad adjacent the existing aerated lagoon.

6. Environmental Protection

Unit of Measurement: Lump Sum (LS)

This item includes: supply, installation, maintenance, and subsequent removal upon completion of the Work of all environmental protection measures including but not limited to silt fences, flow checks, straw/hay cover, soaker bags, erosion protection blankets, and all other measures as directed by the Engineer and to the satisfaction of NSECC or any other agency having jurisdiction.

PART 1 - GENERAL

1.1 DESCRIPTION

- .1 This Section specifies requirements for labor, equipment, furnishing, testing and installing an HDPE geomembrane liner system.

1.2 RELATED SECTIONS

- .1 Section 31 20 00 - Earthwork.

1.3 REFERENCES

- .1 ASTM International
 - .1 ASTM D792-20, Specific Gravity (Relative Density) and Density of Plastics by Displacement.
 - .2 ASTM D1004-21, Test Method for Initial Tear Resistance of Plastics Film and Sheeting.
 - .3 ASTM D1238-23a, Test Method for Flow Rates of Thermoplastics by Extrusion Plastometer.
 - .4 ASTM D1505-18, Test Method for Density of Plastics by the Density-Gradient Technique.
 - .5 ASTM D1603-20, Test Method for Carbon Black in Olefin Plastics.
 - .6 ASTM D3895-19, Test Method for Oxidative Induction Time of Polyolefins by Thermal Analysis.
 - .7 ASTM D4218-20, Test Method for Determination of Carbon Black Content in Polyethylene Compounds by the Muffle-Furnace Technique.
 - .8 ASTM D4833/D4833M-07(R2020), Test Method for Index Puncture Resistance of Geotextiles, Geomembranes and Related Products.
 - .9 ASTM D5199-12(R2019), Test Method for Measuring Nominal Thickness of Geotextiles and Geomembranes.
 - .10 ASTM D5397-20, Procedure to Perform a Single Point Notched Constant Tensile Load – (SP-NCTL) Test: Appendix.
 - .11 ASTM D5596-03(R2016), Test Method for Microscopic Evaluation of the Dispersion of Carbon Black in Polyolefin Geosynthetics.
 - .12 ASTM D5721-22 Practice for Air-Oven Aging of Polyolefin Geomembranes.
 - .13 ASTM D5885/D5885-20, Test method for Oxidative Induction Time of Polyolefin Geosynthetics by High Pressure Differential Scanning Calorimetry.
 - .14 ASTM D5994/D5994M-10(R2021) Test Method for Measuring the Core Thickness of Textured Geomembranes.
 - .15 ASTM D6370-23, Standard Test Method for Rubber-Compositional Analysis by Thermogravimetry (TGA).

- .16 ASTM D6693/D6693M-20(R2024), Test Method for Determining Tensile Properties of Nonreinforced Polyethylene and Nonreinforced Flexible Polypropylene Geomembranes.
- .17 ASTM D7238-20, Test Method for Effect of Exposure of Unreinforced Polyolefin Geomembrane Using Fluorescent UV Condensation Apparatus.
- .18 ASTM D7466/D7466M-23, Test Method for Measuring the Asperity Height of Textured Geomembranes.
- .2 GRI Standards:
 - .1 GM10 Specification for the Stress Crack Resistance of Geomembrane Sheet
- .3 U. S. Environmental Protection Agency Technical Guidance Document "Quality Control Assurance and Quality Control for Waste Containment Facilities," EPA/600/R-93/182, September 1993, 305 pgs.

1.4 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Prior to inspection and delivery of the geomembrane to the job site, submit the following to the Engineer for approval. Work must not commence until the Engineer has all the following in their possession:
 - .1 Manufacturer Qualifications:
 - .1 The manufacturer of the geomembrane sheet must be approved by the Engineer and have satisfactory experience in extruding polyethylene materials and a reputation for producing a high-quality product in accordance with GRI Standard referenced in 1.3.2 above.
 - .2 Installer Qualifications:
 - .1 The installer must have at least five (5) years continuous experience in the installation of polyethylene geomembrane and/or experience totaling 500,000 m² of installed polyethelene geomembrane for at least 10 completed projects.
 - .2 Perform installation under the direction of a single installation supervisor who must remain on-site and be responsible throughout the liner installation for subgrade acceptance, liner layout, seaming, testing and repairs, and all other activities contracted by the installer. The installation supervisor must have supervised the installation of at least 200,000m² of polyethylene geomembrane. No installation will be allowed to proceed without this person present on the site.
 - .3 Have the geomembrane installer designate a master seamer. The master seamer must be present during all seaming operations and have a minimum of 250,000 m² of field seaming experience. The master seamer must also hold an international Association of Geosynthetic Installers (IAGI) Certified Welding Technician (CWT) certification in both fusion welding and extrusion welding. Proof of this certification must be provided prior to the commencement of geomembrane installation.
 - .4 Installer must be approved by the manufacturer.

- .3 Geomembrane Manufacturer's Certificate:
 - .1 Geomembrane manufacturer's certificates for each shift's production of geomembrane. Quality control certificates must be signed by responsible parties employed by the manufacturer. No geomembrane will be permitted to be delivered until the Engineer has in their possession the following information:
 - .1 Roll numbers and identification.
 - .2 Sampling procedures and results of quality control tests.
 - .3 Extrusion rod must be certified by the manufacturer that it is made of the same resin as the parent geomembrane supplied.
 - .4 Have lining materials proposed to be used on the project set aside by the manufacturer, complete with certificates. Mark each roll of geomembrane and extrusion rod as specified in Section 2.2 and include the following information with the roll certificates:
 - .1 Thickness
 - .2 Density
 - .3 Melt Flow Index
 - .4 Tensile Properties
 - .5 Tear Resistance
 - .6 Puncture Resistance
 - .5 A statement that no reclaimed polymer is added to the resin.
- .4 Material Warranty:
 - .1 Have the manufacturer provide to the Owner a written warranty for the geomembrane against manufacturing defects for a period of twenty (20) years from the date of installation.
- .5 Schedule of Work:
 - .1 Submit schedule of expected work for approval by the Engineer including means and methods of installation.
 - .1 Have the installer submit the expected schedule of work to the Contractor. The schedule shall include:
 - .1 Amount of seaming equipment, extrusion and fusion, to be mobilized and maintained on the job site.
 - .2 Installer's personnel.
 - .3 Requirements for additional labourers.
 - .2 Adhere to approved schedule. Deviate only after approval from the Engineer.
- .6 Maintenance and Repair Requirements.
- .7 Resumes of all technical personnel who will perform work on liner installation.
- .8 Shop Drawings:
 - .1 Submit shop drawings and indicate installation layout, dimensions, and details, including fabricated and field seams, anchor trenches and protrusion details.

- .9 Product Data:
 - .1 Submit manufacturer's instructions, printed product literature and data sheets for geomembranes and include product characteristics, performance criteria, physical size, finish, and limitations.
- .10 Samples:
 - .1 Submit four (4) weeks minimum before beginning Work samples as follows:
 - .1 Minimum 2 m length of standard width membrane.
 - .2 Minimum of 1 m seam with at least 300 mm of membrane on both sides of seam.
- .11 Mill Test Data:
 - .1 Submit copies of manufacturer's mill test data four (4) weeks minimum before beginning Work.
- .2 Guarantee:
 - .1 Have the installer provide to the Owner a written guarantee for the geomembrane against defects in installation and workmanship for the period of five (5) years commencing with the date of final acceptance. Guarantee to include the services of qualified service technicians and all materials required for any repairs. Provide a written guarantee that all products have been installed in accordance with the specifications.
- .3 Record Shop Drawings:
 - .1 Have the installer provide layout drawings to scale to reflect any changes from the proposed panel layout and details. As-built drawings to include the numbered identification and location of all seams, panels, patches and areas of added material for proposed thermal compensation. Included shall be drawings and descriptions of all methods of welding the membrane, anchoring details, sealing at all penetrations and structures.

1.5 QUALITY CONTROL

- .1 For the purpose of this specification, quality control will be defined as a planned system of inspection and tests to directly monitor and control the quality of the work.
- .2 Submit a quality control, inspection, and test program as part of the tender.
- .3 Employ a quality control (QC) Inspector who may be the same person as the installation supervisor.

1.6 DELIVERY, STORAGE AND HANDLING

- .1 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
- .2 During delivery and storage, protect geo-membranes from direct sunlight, ultraviolet rays, excessive heat, mud, dirt, dust, debris and rodents.
- .3 Storage and Handling Requirements:

- .1 Store materials in dry location and in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
- .2 Replace defective or damaged materials with new.
- .4 Stored the geomembrane to avoid deformation of rolled goods and in accordance with the manufacturer's written instructions.
- .5 Inspect geomembranes delivered to the site for damage. Assist the Engineer in conducting inventory and inspection of delivered rolls at no additional cost to the Owner.

PART 2 - PRODUCTS

2.1 PROPERTIES OF GEOMEMBRANCE

- .1 Geomembrane to be manufactured from new first quality polyethylene resin of the type specified in this document. Polyethylene geomembrane must meet all requirements for the specified end use.
- .2 Reclaimed polymer must not be added to the resin except the polymer recycled during the manufacturing process. Recycled polymer shall not exceed 2% by weight.
- .3 Manufacturer to provide certificate stating name of resin supplier, complete with product description and stated properties and to certify resin product has not been produced from a blend of resins.
- .4 Geomembrane to have a textured surface finish on both sides.
- .5 Sheet geomembrane to demonstrate the following typical properties:

Properties	Test Method	Units	Value
Nominal Thickness	ASTM D5994	mm	0.75
--Lowest indiv. for 8 out of 10 values			0.68
--Lowest indiv. for 10 out of 10 values			0.64
Asperity Height (min. avg.)	ASTM D7466	mm	0.40
Resin Density	ASTM D1505	g/cc	>0.932
Melt Index (max.)	ASTM D1238	g/10 min	1.0
Sheet Density	ASTM D792	g/cc	≥0.940
Carbon Black Content	ASTM D4218	%	2.0-3.0
Carbon Black Dispersion	ASTM D5596	Category	1 / 2

OIT – Standard (avg.)	ASTM D3895	min	100
Tensile Properties	ASTM D6693		
--Strength at Yield		kN/m	11.6
--Elongation at Yield		%	12
--Strength at Break		kN/m	12
--Elongation at Break		%	150
Tear Resistance (min. avg.)	ASTM D1004	N	100
Puncture Resistance (min. avg.)	ASTM D4833	N	300
Dimensional Stability	ASTM D1204	%	±2
Stress Crack Resistance (SP-NCTL)	ASTM D5397	hr	500
Oven Aging-% Retained after 90 days			
--HP OIT (min. avg.)	ASTM D5885	%	80
UV Resistance-% Retained after 1600 hr			
--HP OIT (min. avg.)	ASTM D5885	%	50

2.2 APPROVED MANUFACTURERS AND SUPPLIERS

- .1 Flexible membrane liner to be supplied by approved manufacturers. Products that meet or exceed the properties and performance specification requirements set out in sub-section 2.1 and submitted in accordance with the requirements of sub-section 1.4, will be reviewed for approval.

PART 3 - EXECUTION

3.1 CONSTRUCTION SEQUENCE

- .1 Coordinate the geomembrane installation to maintain a smooth transfer of responsibilities between earthworks and geosynthetics operations.
- .2 Prepare the subgrade, once these surfaces have been accepted from the Contractor.
- .3 Maintain a good condition of the geomembrane until these installations have been accepted by the Engineer.

3.2 SUBGRADE PREPARATION

- .1 Prepare subgrade in accordance with the Section 31 20 00. It must be uniform and free of sharp or angular objects that may damage the geomembrane prior to installation of the geomembrane.
- .2 The Engineer will inspect the surface to be covered with the geomembrane on each day's operations prior to placement of geomembrane to verify suitability.
- .3 Maintain the surface in a manner, during geomembrane installation, to ensure subgrade suitability.
- .4 Repair or replace subgrade damaged by construction equipment and deemed unsuitable for geomembrane deployment prior to placement of the geomembrane. Have all repairs approved by the Engineer.

3.3 INSTALLATION

- .1 Do not install geomembrane until the applicable certifications and quality control certificates listed in subsection 1.4.1 of this Section are submitted to and approved by the Engineer within the timeframe specified in the Contract Documents. If the material does not meet project specifications, remove from the work area.
- .2 Install geomembrane to the limits shown on the project drawings and as shown on approved drawings.
- .3 Do not unroll and deploy any geomembrane material if the material temperatures are lower than 0 degrees C (32 degrees F) unless otherwise approved by the Engineer. The specified minimum temperature for material deployment may be adjusted by the Engineer. Temperature limitations should be defined in the preconstruction meeting. Typically, only the quantity of geomembrane that will be anchored and seamed together in one day should be deployed.
- .4 No vehicular traffic is permitted to travel on the geomembrane other than an approved low ground pressure Vehicle or equivalent.
- .5 Use sand bags or equivalent ballast as necessary to temporarily hold the geomembrane material in position under the foreseeable and reasonably - expected wind conditions. Sand bag material must be sufficiently close-knit to prevent soil fines from working through the bags and discharging on the geomembrane.
- .6 Geomembrane placement shall not be done if moisture prevents proper subgrade preparation, panel placement, or panel seaming. Moisture limitations should be defined in the preconstruction meeting.
- .7 Damaged panels or portions of the damaged panels which have been rejected shall be marked and their removal from the work area recorded.
- .8 The geomembrane shall not be allowed to "bridge over" voids or low areas in the subgrade. The geomembrane shall rest in intimate contact with the subgrade.
- .9 Plan for controlling expansion/contraction and wrinkling caused by panel placement or thermal expansion.
- .10 Considerations on Site Geometry: In general, orient seams parallel to the line of the maximum slope. In corners and odd shaped geometric locations, minimize the total length of field seams.

Do not locate seams at low points in the subgrade unless geometry requires seaming at such locations and if approved by the Engineer.

- .11 Overlapping: Overlap panels prior to seaming to whatever extent is necessary to affect a good weld and allow for proper testing. In no case can this overlap be less than 75mm (3 in.).

3.4 SEAMING PROCEDURES

- .1 Do not seam geomembrane material when liner temperatures are less than 0 degrees C (32 degrees F) unless the following conditions are complied with:
 - .1 Seaming of the geomembrane at material temperatures below 0 degrees C (32 degrees F) is allowed if the Installer can demonstrate to the Engineer, using pre-qualification test seams, that field seams comply with the project specifications, the safety of the crew is ensured, and geomembrane material can be fabricated (i.e. pipe boots, penetrations, repairs. etc.) at sub-freezing temperatures.
 - .2 The Installer shall submit to the Engineer for approval, detailed procedures for seaming at low temperatures, possibly including the following:
 - .1 Preheating of the geomembrane.
 - .2 The provision of a tent or other device if necessary to prevent heat losses during seaming and rapid heat losses subsequent to seaming.
 - .3 Number of test welds to determine appropriate seaming parameters.
- .2 Do not seam geomembrane material when the sheet temperature is above 75 degrees C (170 degrees F) as measured by an infrared thermometer or surface thermocouple unless otherwise approved by the Engineer. This approval will be based on recommendations by the manufacturer and on a field demonstration by the Installer using prequalification test seams to demonstrate that seams comply with the specification.
- .3 Seaming shall primarily be performed using automatic fusion welding equipment and techniques. Extrusion welding shall be used where fusion welding is not possible such as at pipe penetrations, patches, repairs and short (less than a roll width) runs of seams.
- .4 Fishmouths or excessive wrinkles at the seam overlaps shall be minimized and when necessary cut along the ridge of the wrinkles back into the panel so as to effect a flat overlap. The cut shall be terminated with a keyhole cut (nominal 10 mm (1/2 in) diameter hole) so as to minimize crack/tear propagation. The overlay shall subsequently be seamed. The key hole cut shall be patched with an oval or round patch of the same base geomembrane material extending a minimum of 150 mm (6 in.) beyond the cut in all directions.

3.5 PANEL DEVELOPMENT THERMAL COMPENSATION

- .1 Provide compensation for thermal contraction of the geomembrane as necessary during the liner installation.

3.6 CLIMATIC CONDITIONS

- .1 Do not proceed with panel placement and seaming when ambient temperatures are below minus 5°C or above 40°C, during any precipitation, in the presence of excessive moisture (eg. fog, dew), nor in the presence of high winds.

- .2 Follow the following procedure when the ambient temperature falls to or below 2°C as measured. The temperature shall be measured and logged every hour during cold weather seaming conditions by the Engineer.
 - .1 Test seams to be run as soon as the temperature falls to 2°C and every four (4) hours thereafter, or if the temperature falls an additional 5°C from the time of the last test seam, or if the seaming equipment has not been used for two (2) hour period in case of fusion welding, or one (1) hour in the case of extrusion welding.
 - .2 Test seams in the same area and under the same conditions and procedures as the liner about to be installed including production of each test seam on the subgrade over which the liner will be placed. Size test seams according to the specifications.
 - .3 Take six (6) samples from each test seam, spaced equally along the length of the seam. Test four (4) samples in peel and two (2) in shear on the Installer's tensiometer according to procedures outlines in Section 4.1.2. Seams must pass all criteria form film tear bond (FTB) and seam strength as listed as that Section.
- .3 Sampling Frequency of Seams Produced Under Cold Weather Conditions.
 - .1 End of Seams: take one (1) 125 mm wide sample out of the beginning and end of each seam produced and test one(1) 25 mm sample each from each samples in peel and shear, and meet the requirements for FTB and seam strength as listed in Section 2.1. Label and save the remainder of each samples.
 - .2 Take destructive tests at the same frequency as described in Section 4.1.3 and tested according to the specifications.

3.7 QUALITY CONTROL AND ASSURANCE

- .1 Maintain on-site, in good working order, the following testing equipment:
 - .1 Field Tensiometer: The tensiometer shall be a load certified motor driven unit and have jaws capable of travelling at a measured rate of 50 mm/min. The tensiometer shall be equipped with a gauge which measures unit of force exerted between the jaws. Certification of the unit shall have been performed within six (6) months of the installation date.
 - .2 Vacuum Box – to consist of a rigid housing with a transparent viewing window on top and a soft, closed-cell neoprene gasket attached to the bottom of the housing. The housing shall be equipped with a bleed valve and a vacuum gauge capable of reading in tenths of a bar. A separate vacuum source shall be connected to the vacuum box such that a negative pressure can be created and maintained inside the box. A sudsy solution consisting of soap and water shall be dispensed on the seam immediately ahead of the vacuum box.
 - .3 Air Pressure Test Equipment – This method shall apply only when the split hot wedge seaming method is used. Equipment shall consist of an air pump capable of generating and maintaining a positive pressure of between 1.5 to 2.0 bars. Use a manometer capable of reading up to 2.0 bar attached to a needle or nipple to pressurize the air channel in the seam.

- .4 Test Seams (Start-up) – Conduct test seams to verify that adequate conditions exist for field seaming to proceed. Each seaming apparatus must produce a test seam at the beginning of each shift. In addition, if a seaming operation has been suspended for more than 4 hours, or after every 5 hours or if a breakdown of the seaming equipment occurs, a test seam shall be produced prior to resumption of seaming operations. Test seams shall be made in the field on pieces of the approved geomembrane. Each test seam shall be at least 1.5 m long by 300 millimetres wide for extrusion and 3 m long by 300 millimeters wide for fusion, with sufficient overlap for peel testing in the field tensiometer. Two samples 25 millimeters wide shall be taken from each end of the test seam using an approved template. Test samples in the field tensiometer, one from each and in peel and shear respectively. Samples tested in peel must not fail in the seam. All test samples must exhibit film tear bond and strength as defined under seam properties, Table in section 2.1.4.
- .5 Vacuum Testing - All extrusion welded seams and "T" seams will be evaluated using vacuum box testing. Apply a sudsy soap solution to the test section and place the vacuum box over the section. Vacuum box to maintain at least 0.2 bar vacuum during the test. Once a tight seal has been established, viably examine the the test section for a period of not less than 10 seconds to determine whether bubbling of the soapy solution at the seam is occurring. The vacuum box is then moved and the process is repeated on the next adjacent section. Provide a minimum of 100 millimeters overlap between all test sections. Mark all locations where bubbling of the sudsy solution is observed for repairs with a high visibility marker and recorded by number on field test reports. Any failed portion of seam shall be repaired and retested.
- .6 Air Pressure Testing - Double wedge welded seams shall be sealed off at both ends. If the end of a seam will be an integral part of the geomembrane, the sealing shall be done in such a way that it does not harm the function of the geomembrane. The pressure feed device shall be inserted into the air channel at one end of the seam and pressurized to 1.2 to 2.0 bars. The feed valve shall be closed and the pressure sustained for a period of not less than 3 minutes. The pressure shall then be released by slitting the air channel at the opposite end of the seam. The QC Inspector shall observe the drop in pressure on the manometer to verify the continuity of the air channel. If a pressure loss of greater than 0.2 bar is observed or if the required pressure cannot be reached, then the seam shall be rejected, and shall be either reconstructed in its entirety or the leak located and patched. The entire seam shall then be retested according to the procedure outlined above.
- .7 All seams shall be non-destructively tested by the Installer over their full length to verify the integrity of the seam. Non-destructive testing shall be performed concurrently with field seaming. All non-destructive testing shall be observed and documented by the QC Inspector.
- .8 Repair and retest failing seams.

- .9 Cap seams which cannot be subjected to a non-destructive test using geomembrane of the same batch under the supervision of the QC Inspector. Test the cap seams. Alternatively, remove the seam and adjacent geomembrane panel, replace and test.
- .2 Destructive Testing:
 - .1 Perform destructive testing of field seams at selected locations in order to verify seaming properties. Do sampling and testing concurrently with field seaming so that verification of field seam properties is made as the work progresses and corrective action implemented, if necessary.
 - .2 Take test samples at an average frequency of one test location per 150 metres of seam. Determine sample locations with the QC Inspector taking into consideration the difficulty of subsequent repair and testing.
 - .3 Cut samples under the direction of the QC Inspector. Number each sample. Identify each sample with the sample number, seam number, panel number, date, name of welding technician, and welding equipment number.
 - .4 The QC Inspector may increase the amount of destructive testing based on the results of previous testing. Additional samples may also be required when the QC Inspector has reason to suspect the presence of excess crystallinity, contamination, faulty seaming equipment or any other reason affecting seam quality.
 - .5 Test sample must measure approximately 300 millimeters wide by 1.0 metre long with seam centered lengthwise along the sample.
 - .6 Cut 25 mm wide sample strips from the sample using an approved die, and tested by an on-site tensiometer. Take two 25 mm wide samples from each end for shear and peel testing. The seam must not fail either test as specified in Section 2.1.
 - .7 Test the remaining sample in an independent tensiometer to qualify seam strength properties and FTB according to the procedures outlined in this section. The QC Inspector shall cut ten (10) 25 mm wide replicate specimens from his sample and shall test 5 specimens for seam shear strength and 5 for peel strength. To be acceptable, 5 out of the 5 replicate specimens must pass for each mode of testing. All specimens must fail in Film Tear Bond (FTB); any specimen that fails through the weld, or by adhesion at the weld-sheet interface, is a non-film Tear Bond break and will be considered a failure.
 - .8 The test method and procedures to be used by the QC Inspector to employ a grip separation rate of 50 mm/min for peel and shear.
 - .9 Repair the area from which the destructive test sample was take without delay and non-destructively test by vacuum box as described in Section 2.3.2.
- .3 Inspection and Acceptance:
 - .1 As the work progresses, the QC Inspector will document all locations requiring repair work and shall verify and document that all repairs have been successfully made. No work on the liner shall be allowed if the QC Inspector is not present. This is to include start-up tests, general seaming and patching, and any work at penetrations or structures.

- .2 Seams are only considered to be accepted after they have passed the specified non-destructive and destructive tests, and the equipment used to produce the seams have passed the required start-up tests. If a seam fails the above criteria, the seam must be reconstructed.
- .3 A double hot wedge fusion seam shall be considered acceptable only when both outside and inside track welds are destructively tested and meet the specification criteria.
- .4 If a seam fails the destructive test, the seam may be reconstructed between the point of failure and any previously accepted test.
- .5 In lieu of .4 above, the Installer may trace the extent of unacceptable seam. Take 25 mm samples at minimum 3 metre distance on each side of failed section. Test in both shear and peel. If one or both tests fail, continue along seam at minimum 3 metre increments. Continue until tests indicate pass results. Then take large samples for field laboratory tensimeter testing. If field laboratory tests pass, make repairs - if fail, continue.
- .6 Reconstruction or repair of failed seam lengths shall be either by capping of the failed seam (extrusion or fusion weld) or, in the case of a double fusion weld, by extrusion fillet welding the overlap to the bottom sheet. Cutting off the overlap and topping the failed fusion weld with extrudate will not be permitted.
- .7 If the overlap of the outside (i.e. visible) weld is less than 30 mm extrusion welding of the overlap to the bottom sheet in the failed section will not be permitted.
- .8 Continuity of all reconstructed seams to be subject to non-destructive testing. If reconstructed length exceeds 50 metres, take sample for laboratory destructive testing.
- .9 Have the entire geomembrane surface examined by the QC Inspector to confirm that it is free of any defects, blisters, undispersed raw materials, or contamination by foreign matter. Clean the geomembrane surface, if required, so that it is free of dust, mud, debris or any other material which may inhibit a thorough examination of the surface. Have the QC inspector clearly mark any suspect areas and non-destructively test according to the appropriate specified testing procedure.
- .10 Do not apply overburden to any portion of the liner system until that portion system is inspected and has been approved.
- .11 Gouges or scratches associated with grinding or from other sources whose depth is in excess of 10% of the geomembrane thickness shall be classified as defects and will require appropriate repairs in accordance with these specifications.
- .12 Small tears, wrinkles or pinholes to be repaired by seaming or patching. Other areas to be patched or capped.
- .13 Patches to be round or oval, of the same material and thickness, and shall extend a minimum of 150 mm beyond the damaged or faulty area in all directions.
- .14 Geomembrane surfaces to be patched shall be abraded, in accordance with these Specifications. Surfaces must be clean and dry.
- .15 Use approved extrusion welding equipment.
- .16 All repairs to be non-destructively tested.
- .17 Cut and repair any large wrinkles or "fishmouths" identified by the QC Inspector.

3.8 DISPOSAL OF SCRAP MATERIAL

- .1 On a daily basis remove scrap material and trash from the site dispose in a location to be approved by the Owner. Do not leave any scrap material on the geomembrane surface.
- .2 Do not proceed with subsequent installation of other geosynthetics or soil over the geomembrane unit the geomembrane is accepted.

3.9 LINER ACCEPTANCE

- .1 The installation of the geomembrane will be considered complete when all required deployment, seaming, repairs, testing and site clean-up, including sand bags have been completed by the Installer; the Installer has submitted all the required certifications to the Engineer; and the Engineer is satisfied that the geomembrane has been installed in accordance with the above Specifications.
- .2 The geomembrane liner will be accepted by the Engineer when:
 - .1 The geomembrane is clean.
 - .2 The entire installation, or an agreed section of the installation, is finished.
 - .3 All documentation pertaining to the installation has been submitted to the Engineer.
 - .4 Verification of the adequacy of all field seams repairs and associated testing is complete.

END OF SECTION

Project No. 250812.00

DRAWING LIST

Sheet Number Sheet Title

COVER SHEET

000 COVER

CIVIL

C01 EXISTING CONDITIONS SITE PLAN

C02 PROPOSED GRADING PLAN, PROFILE & SECTION

C03 PROPOSED SITE PLAN, PLANTING AND SCHEDULES

C04 SECTIONS AND DETAILS SHEET 1 OF 2

C05 SECTIONS AND DETAILS SHEET 2 OF 2

MUNICIPALITY OF THE DISTRICT OF SHELburne



SANDY POINT STP POLISHING WETLAND

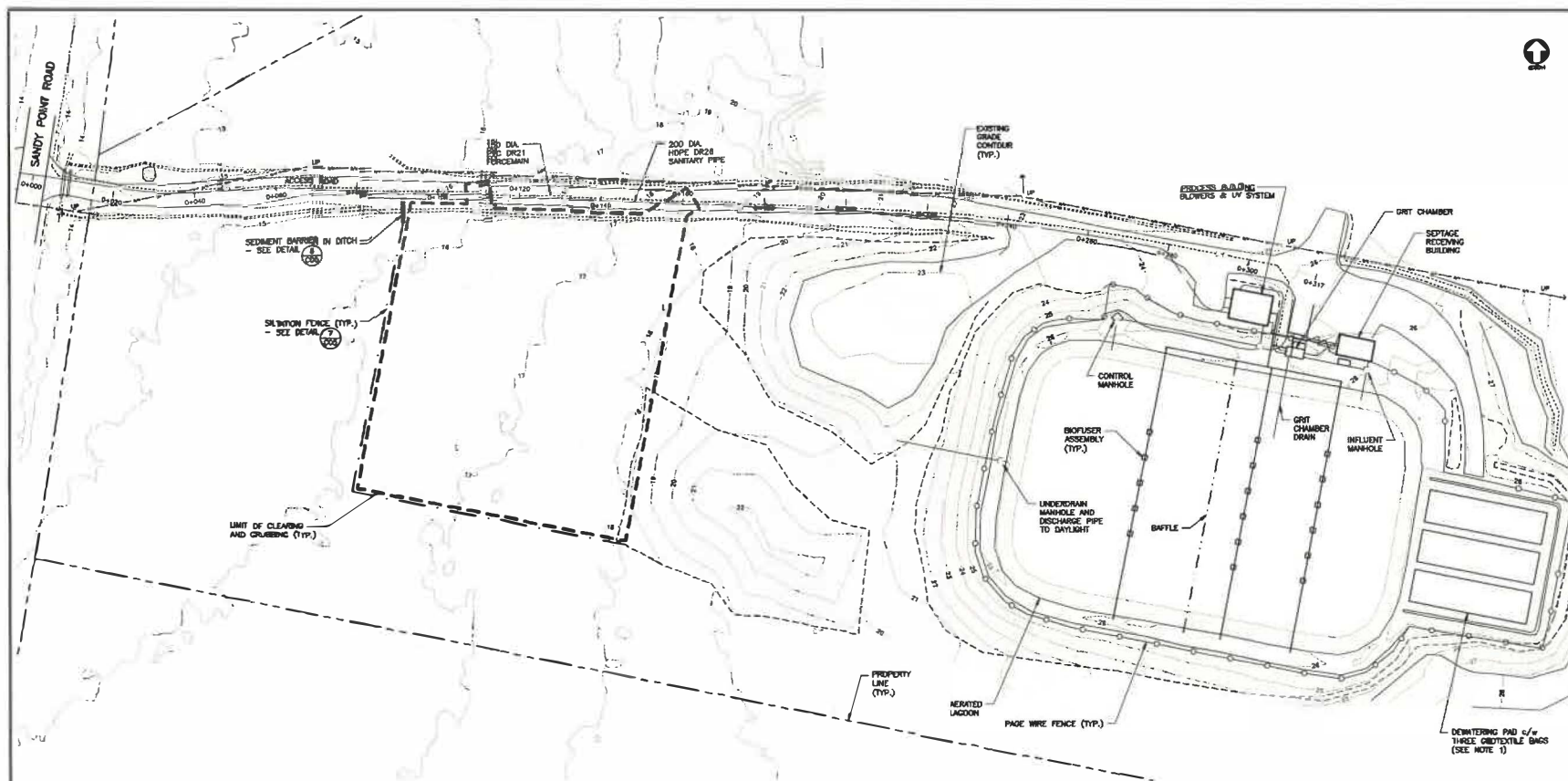


903-3505 BARRINGTON ST
HALIFAX NS B3J 2K7

NOT FOR
CONSTRUCTION

ISSUED FOR
TENDER

SEPTEMBER 09/2025



PLAN
1:500

GENERAL NOTES:

- ELEVATIONS AND COORDINATES ARE DERIVED FROM SURVEY PERFORMED BY CBCL LIMITED ON MAY 20, 2022. ALL DISTANCES AND ELEVATIONS ARE IN METRIC UNITS. INFORMATION AS FOLLOWS:
a. SURVEY TYPE: HYDRO
b. SOURCE: CBCL
c. HORIZONTAL DATUM: NAD83 (CSRS) 2010
d. PROJECTION: NAD 83
e. VERTICAL DATUM: CGVD2013
- SUPPLEMENTAL GRADE ELEVATIONS AND COORDINATES WERE DERIVED FROM AVAILABLE PROVINCIAL 10K LIDAR MAPPING PRODUCTS (NAD83 (CSRS), NAD 83, NAD 83, NAD 83).
- DRAWINGS IN GENERAL ARE TO SCALE BUT PRIORITIZED OVER THE FIELD. THE CONTRACTOR TAKES FULL RESPONSIBILITY OF THE ACCURACY OF INFORMATION SCALED FROM THE DRAWINGS.
- SPECIFICATIONS AND STANDARD DETAILS ISSUED WITH THESE DRAWINGS FORM AN INTEGRAL PART OF THIS CONTRACT.
- ALL CONSTRUCTION WORK TO BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE HERRING/SCOTT STANDARD SPECIFICATIONS FOR MUNICIPAL SERVICES. WHEN CONFLICTS OCCUR THE MORE STRINGENT SHALL APPLY AS DIRECTED BY THE ENGINEER.
- NEW CONSTRUCTION TO BE BLANKET TO EXISTING AT PROJECT LIMITS.
- ALL FINISHED SURFACES TO HAVE POSITIVE DRAINAGE AND BE FREE FROM STANDING WATER.
- CONTRACTOR TO ENSURE ACCESS IS MAINTAINED TO SITE.
- CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING A SYSTEM OF CONTROL POINTS AND OVERALL PROJECT LAYOUT.
- LOCATIONS OF UNDERGROUND SERVICES ARE APPROXIMATE ONLY. CONTRACTOR SHALL CONFIRM EXISTING UTILITY AND SUBSURFACE INFORMATION PRIOR TO CONSTRUCTION. EXCAVATE AND EXPOSE TO CONFIRM SIZE, LOCATION AND ELEVATION. NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- DRAWINGS/CONSULTANT WILL OBTAIN HERRING/SCOTT APPROVAL TO CONSTRUCT AND PROVIDE COPY OF SAME TO CONTRACTOR. CONTRACTOR SHALL OBTAIN ALL OTHER NECESSARY PERMITS REQUIRED TO PERFORM THE WORK AND SHALL COMPLY WITH THE PERMIT REQUIREMENTS AND CONDITIONS.
- DO NOT SUBSTITUTE MATERIALS UNLESS FROM APPROVAL IS OBTAINED FROM THE ENGINEER.
- CONTRACTOR TO CARRY OUT ENVIRONMENTAL PROTECTION MEASURES IN ACCORDANCE WITH HERRING/SCOTT ENVIRONMENTAL EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION SITES (LATEST EDITION). CONTRACTOR SHALL PROTECT ALL DOWNSTREAM AREAS FROM ANY NEGATIVE IMPACT WHATSOEVER FROM CONSTRUCTION ACTIVITIES.
- A SITE MEETING WILL BE HELD AT THE SANDY POINT SEWAGE TREATMENT PLANT TO PROVIDE AN OPPORTUNITY FOR TENDERS TO GAIN ACCESS TO THE FACILITY AND BECOME FAMILIAR WITH THE NATURE AND EXTENT OF THE WORK REQUIRED. CONSULT THE SPECIFICATIONS FOR DATE AND TIME.

PROTECTION OF WORK NOTES:

- ALL WORK TO BE CONDUCTED IN ACCORDANCE WITH STANDARD INDUSTRY PRACTICE.
- ALL WORK TO BE CONDUCTED IN ACCORDANCE WITH ALL PROVINCIAL HEALTH & SAFETY ORDINANCES AND REGULATIONS, AS WELL AS MUNICIPAL AND PROVINCIAL REGULATIONS, BYLAWS AND ORDINANCES TO THE APPROVAL OF THE AUTHORITY HAVING JURISDICTION.
- CONTRACTOR IS RESPONSIBLE FOR MANAGEMENT OF A SAFE WORK SITE. MAINTAIN MINIMUM DISTURBANCE IN ALL AREAS. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO A CONDITION EQUAL TO OR BETTER THAN EXISTED BEFORE CONSTRUCTION.
- PROTECT ALL EXISTING SERVICES AND FEATURES DESIGNATED TO REMAIN. CONTRACTOR TO IMMEDIATELY MAKE GOOD ANY DAMAGES CAUSED BY EXECUTION OF WORK. REPAIR FEATURES TO A CONDITION EQUAL TO OR BETTER THAN EXISTED PRIOR TO THE WORK. ALL REPAIRS AND REPLACEMENTS TO BE MADE AT NO EXPENSE TO THE OWNER.
- CONTRACTOR TO PROTECT ALL SURVEY MARKERS, MONUMENTS, AND PINS FROM DAMAGE DURING CONSTRUCTION. REPLACE AND/OR RELocate ALL DISTURBED SURVEY MARKERS UNDER THE DIRECTION OF A QUALIFIED PROFESSIONAL LAND SURVEYOR AT NO EXPENSE TO THE OWNER.
- PREVENT FLOODING AND FLOTATION OF THE WORK DURING CONSTRUCTION. CONTRACTOR TO IMMEDIATELY MAKE GOOD ANY DAMAGES CAUSED BY FLOODING AND FLOTATION.
- DEWATER ANY AND ALL EXCAVATIONS DURING THE COURSE OF THE WORK AND FOR THE DURATION OF THE WORK.

EROSION AND SEDIMENT CONTROL NOTES:

- CONTRACTOR IS RESPONSIBLE FOR ADEQUATE MEASURES AND CONTROLS TO ENSURE THE PROTECTION OF NATURAL WATERCOURSES FROM DAMAGE DUE TO SLURRY RUNOFF FROM CONSTRUCTION AND DE-WATERING ACTIVITIES.
- CONTRACTOR TO SUBMIT EROSION AND SEDIMENT CONTROL PLAN FOR REVIEW AND APPROVAL BY THE ENGINEER PRIOR TO BEGINNING WORK.
- EROSION AND SEDIMENTATION CONTROLS INDICATED ON PLANS AND DETAILS REPRESENT THE MINIMUM REQUIREMENT. ADDITIONAL CONTROLS TO BE INSTALLED AS REQUIRED. ENVIRONMENTAL PROTECTION MEASURES IN ACCORDANCE WITH HERRING/SCOTT ENVIRONMENTAL EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION (LATEST EDITION).
- ALL CONTROLS TO BE INSTALLED PRIOR TO BEGINNING WORK AND MAINTAINED THROUGHOUT CONSTRUCTION.
- STRAIN BALE BARRIERS TO BE IN ACCORDANCE WITH STANDARD DRAWING H5701 OF HERRING/SCOTT DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE (HERRING/SCOTT STANDARD SPECIFICATION - HIGHWAY CONSTRUCTION AND MAINTENANCE (LATEST EDITION)).
- PROTECT ALL REMAINING VEGETATION FROM DAMAGE.
- EXCAVATE DITCHES IN ALL AREAS AT THE EARLIEST PRACTICAL TIME IN THE CONSTRUCTION SEQUENCE TO PREVENT WATER FROM UPSTREAM AREAS FROM FLOWING ACROSS EXPOSED SOIL.
- MAINTAIN A STOCKPILE OF APPROPRIATE EROSION AND SEDIMENTATION CONTROL MATERIALS (E.G. SILT FENCES, STRAIN OR HAY BALES, HAY OR STRAIN MULCH AND CLEAR STONE) ON SITE AT ALL TIMES.
- RESPECT AND MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES FROM THE TIME OF INSTALLATION UNTIL AFTER ALL AREAS HAVE BEEN STABILIZED.
- REMOVE SILT ACCUMULATIONS AT SILT FENCES AND OTHER PROTECTION DEVICES BY CAREFUL HAND EXCAVATION. DISPOSE OF AS DIRECTED BY THE ENGINEER.

WASTEWATER TREATMENT PLANT NOTES:

- THE EXISTING FACILITY IS PART OF A FUNCTIONING WASTEWATER TREATMENT PLANT AND IS TO REMAIN OPERATIONAL FOR THE DURATION OF CONSTRUCTION. MINIMIZE AND SCHEDULE DISTURBANCES TO EXISTING SYSTEMS AND PROVIDE ACCESS TO OPERATIONS STAFF FOR ROUTINE MAINTENANCE AND INSPECTION. SITE ACTIVITIES AFFECTING THE EXISTING FACILITY SHALL BE COORDINATED WITH THE OWNER WELL IN ADVANCE OF UNDERTAKING THE WORK.
- EXISTING PERMIT, VALVES, FITTINGS, ETC. ARE SHOWN AS APPROXIMATE ONLY. CONTRACTOR TO CONFIRM SIZE, LOCATION AND ELEVATION OF ALL EXISTING INFRASTRUCTURE AND NOTIFY THE ENGINEER, IN WRITING, OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DISTURBING EXISTING SERVICES/SYSTEMS NOT DESIGNATED FOR REMOVAL.
- CONTRACTOR IS RESPONSIBLE FOR INTERFERING BULKHEADS, STRESS PUMPING, HAULING OF MATERIALS AND ANY OTHER TEMPORARY SET-UPS REQUIRED DURING CONSTRUCTION TO MAINTAIN OPERATION OF THE EXISTING FACILITY.
- STRESS/TEMPORARY PUMPING TO INCLUDE A SPARE BACK-UP PUMP ON-SITE AND READY FOR USE.

DEMOLITION AND REMOVALS NOTES:

- LIMITS OF REMOVALS SHOWN ARE APPROXIMATE.
- TREES TO BE CLEARED AND AREA CHURNED AS REQUIRED. REMOVE ALL VEGETATION, TOPSOIL, FILL MATERIALS, AND ANY OTHER DELETABLE MATERIALS WITHIN FOOTPRINT OF HERRING/SCOTT. TOPSOIL IS TO BE STOCKPILED ON SITE FOR RE-USE. ALL UNSUITABLE AND DELETABLE MATERIALS ARE TO BE DISPOSED OF OFF-SITE.
- PRIOR TO UNDERTAKING DEMOLITION AND REMOVALS, CONTRACTOR SHALL SUBMIT A PLAN/SCHEDULE OUTLINING THE DEMOLITION PROCESS. PLAN/SCHEDULE TO BE UPDATED AND/OR REVISED AS CONSTRUCTION PROGRESSES.

LEGEND:

- EXISTING
PROPERTY LINE
PAGE WIRE FENCE
WATER LINE
FORCE MAIN
SANITARY SEWER
MANHOLE
PUMP STATION
VALVE
WELL
HYDRANT
UTILITY POLE
OVERHEAD UTILITY LINE
NEW
SILT FENCE

NOTES:

- CONTENTS OF GEOTEXTILE BAGS TO BE USED FOR WETLAND SOIL MATRIX. CONTRACTOR TO REMOVE PAGE WIRE FENCE TO ACCESS MATERIAL CUT OPEN ONE GEOTEXTILE BAG AT A TIME. LOAD MATERIAL, TRANSPORT TO WETLAND, AND PLACE MATERIAL AS PER DRAWINGS (SEE C01). REINSTATE FENCE UPON COMPLETION. COORDINATE WITH OPERATIONS STAFF AS REQUIRED.

NOT FOR
CONSTRUCTION



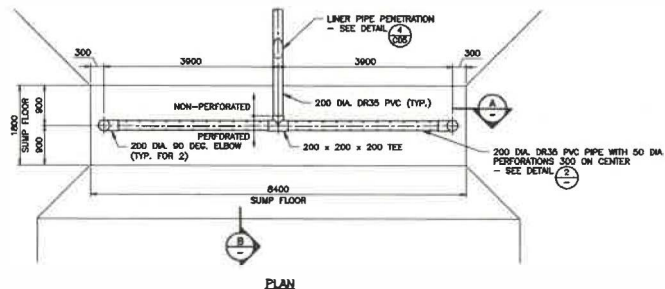
MUNICIPALITY OF THE
DISTRICT OF SHELBOURNE
SANDY POINT STP
POLISHING WETLAND

CIVIL

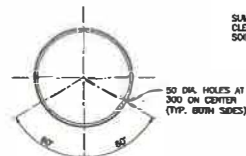
EXISTING CONDITIONS
SITE PLAN



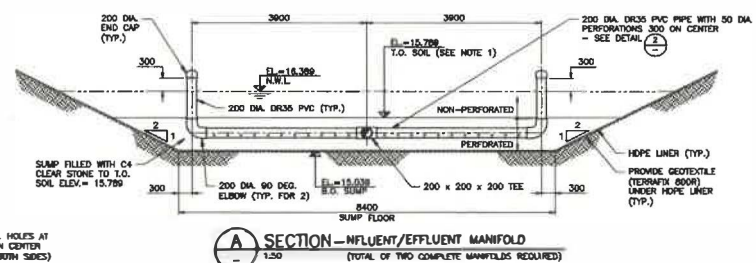
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Design	DATE
Check	DATE
Drawn	DATE
Scale	1 of 5
Sheet No.	C01



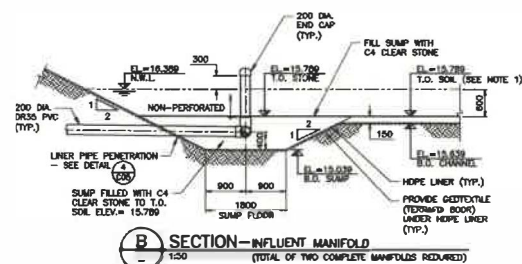
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1:50 (TOTAL OF TWO COMPLETE MANIFOLDS REQUIRED)



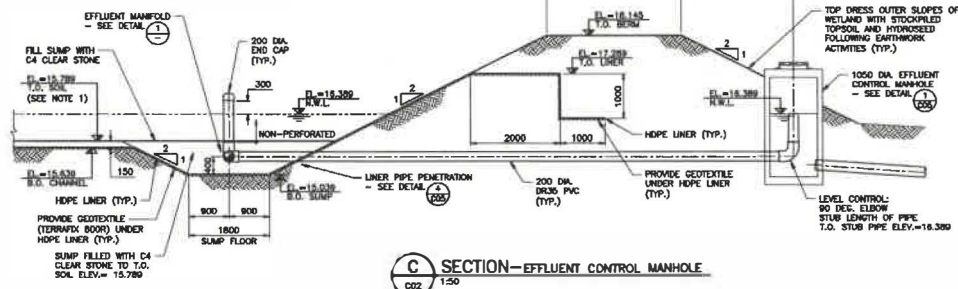
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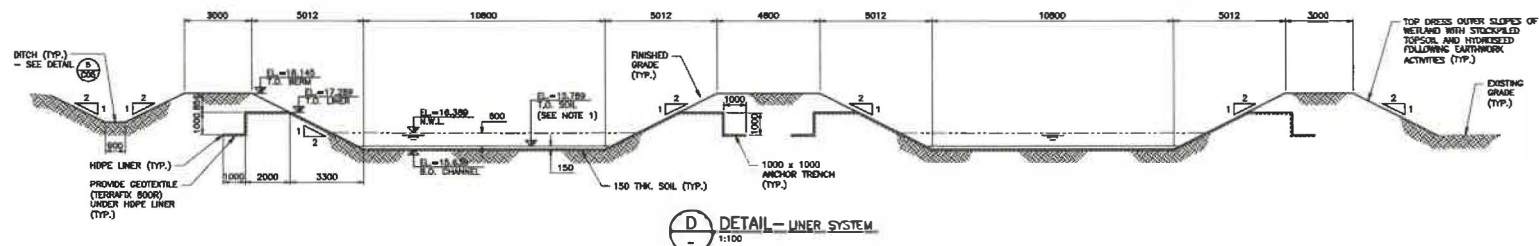
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1:50 (TOTAL OF TWO COMPLETE MANIFOLDS REQUIRED)



B SECTION - INFLUENT MANIFOLD
1:50 (TOTAL OF TWO COMPLETE MANIFOLDS REQUIRED)



C SECTION - EFFLUENT CONTROL MANIFOLD
1:50



D DETAIL - LINER SYSTEM
1:100

NOTES:

1. CONTENTS OF GEOTEXTILE BAGS TO BE USED FOR WETLAND SOIL MATTER. CONTRACTOR TO REMOVE PAPER BAGS. FENCE TO ACCESS MATERIAL. CUT OPEN ONE GEOTEXTILE BAG AT A TIME. LOAD MATERIAL, TRANSPORT TO WETLAND, AND PLACE MATERIAL AS PER DRAWINGS (SEE C04). REINSTATE FENCE UPON COMPLETION. COORDINATE WITH OPERATIONS STAFF AS REQUIRED.

NOT FOR CONSTRUCTION



MUNICIPALITY OF THE DISTRICT OF SHELburne
SANDY POINT STP
POLISHING WETLAND

CIVIL

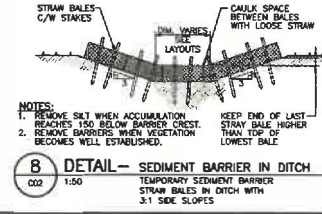
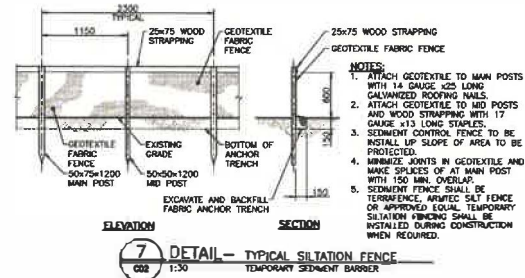
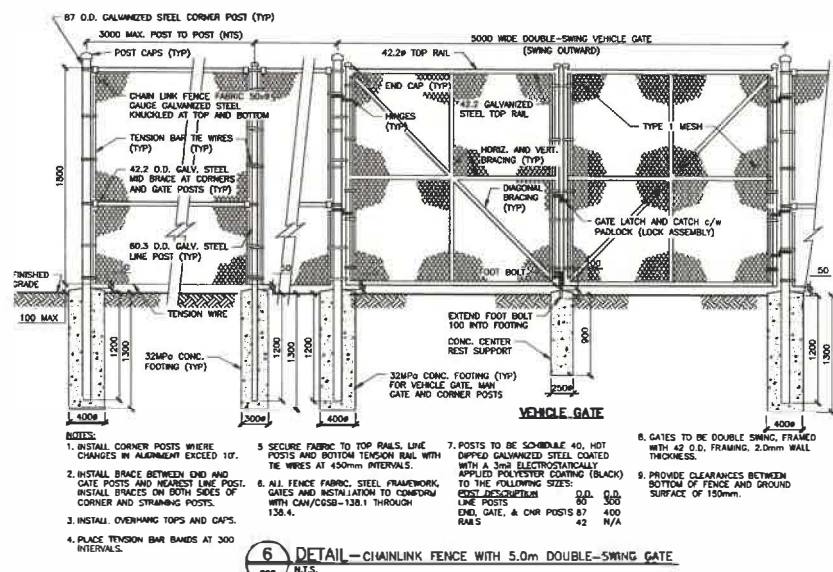
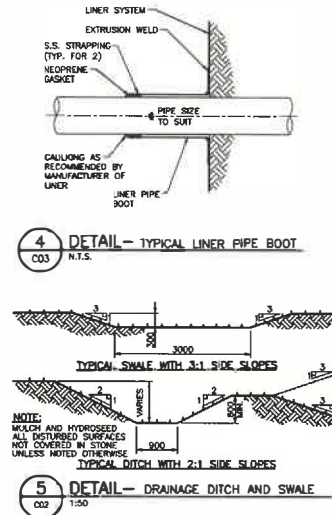
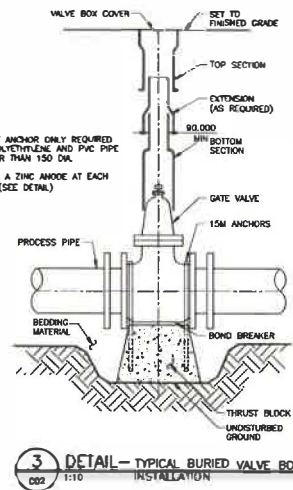
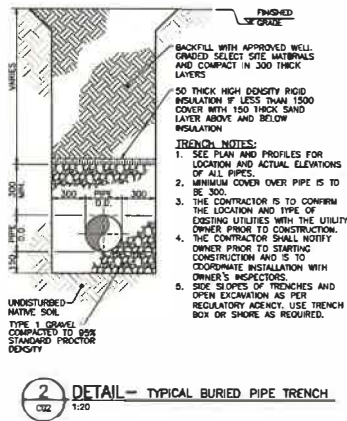
SECTIONS AND DETAILS
SHEET 1 OF 2

CBCL



250812.00 250812
LAST AUG 2025 AS NOTED
DATE
CHECKED
BY
DATE
A of 5

C04



NOTES:

1. DRAWINGS IN GENERAL ARE TO SCALE BUT FIGURED DIMENSIONS TAKE PRECEDENCE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE ACCURACY OF INFORMATION SCALED FROM THE DRAWINGS.
2. ALL DIMENSIONS USE METRIC UNITS. DIMENSIONS SHOWN IN MILLIMETERS AND POINT ELEVATIONS AS METERS (UNLESS NOTED OTHERWISE).
3. SEE CIVIL DRAWING C01 TO C03 FOR PLAN AND PROFILES.
4. SEE CIVIL DRAWING C01 FOR GENERAL NOTES.
5. SEE CIVIL DRAWING C04 TO C05 FOR DETAILS.

NOT FOR
CONSTRUCTION



**MUNICIPALITY OF THE
DISTRICT OF SHELburne
SANDY POINT STP
POLISHING WETLAND**

CIVIL

SECTIONS AND DETAILS
SHEET 2 OF 2



Price	\$2508.12.00
Date	AUG 2025
Designed	DAT
Checked	MA
Sheet No	5 of 5
Drawing No	C05

Municipality of Shelburne

Budget Update

2025-10-08

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Financial Overview

For the October 2025/2026 update, each director has included a detailed analysis representing a financial overview of their department for any Capital projects they oversee, as well as their portion of the General Operating Fund they manage. Below is a summary of the Capital and Non-Capital projects that were approved at budget time, Directors will speak to these projects and if there are any updates on their respected projects.

Included in this update is an estimate of what the projected outlook for the 2025/2026 budget may be in March 2026. Forecasted projections to date anticipate a surplus of \$70,432 come March 2026; this figure is an estimate and will be updated at the January 2026 financial update council meeting. There are positive cash positions in all bank accounts.

Reserves Update

Approximate Reserve fiscal end balances come March 2026 are broken out follows:

Operating Reserve	\$3,524,828
Capital Reserves	\$ 0
Canada Community Building Fund	\$ 793,286
Total Available Reserves March 2026	\$4,318,114*

**Budget indicated that the approximate year end reserves would be \$3,834,496. The difference comes from projects that directors have indicated in their full reports will either not proceed or come in under budget thus resulting in more reserves held.*

Operating Sub-Reserves earmarked for specific project areas are **not** included in the above total. Approximate fiscal end balances of those sub-reserves come March 2026 are broken out follows:

Healthcare	\$95,000
MPAL	\$4,982
Dry Hydrant	\$24,958
Shared services	\$272,460
Comfort Center	\$18,516
Economic Development	\$110,000
Seven Municipal Fire Departments Capital Assistance and Training Grants (not including 2025/2026 budget amounts that are reflected in General Operating Fund update, any funding not spent will be transferred at fiscal year-end)	\$58,751
Total Available Operating Sub-Reserves	\$584,667

****Note** that there is a Special Reserve Fund that contains \$66,408 from area rates collected for payments to the Town of Lockeport for their Fire Truck.

BUDGET 2025/2026 – Original approved April 2025	
CAPITAL	
ED - Property Purchase Repayment	146,000
DOPS - Drainage Issues at 414 Woodlawn Drivel	150,000
DOPS - By Law Truck	95,000
DOPS - C&D Upgrades roof canopy/leachate control	800,000
DOPS - Wetlands Polishing Pond	532,000
DOPS - Public Works Equipment-Lawn Mowers/Snippers etc	36,000
DOPS - Signage for Administration Building	50,000
DOPS - Hearing Accessibility Upgrades-baffles, electronics, new glass	102,313
DOPS - Public Works Camera's	2,500
DOPS - C&D Site Camera's	3,368
DOPS - C&D Site Well Installation	12,000
DOPS - EV and Solar (if it goes into this fiscal)	210,090
DOPS - Pumping station Septage Meter	30,000
ED - Survey to WGH Property - 126 Shore Road	11,343
ED - Land Acquisition	100,000
Total	2,280,614
NON CAPITAL	
FIN - 3 year Actuarial Report	5,000
REC - MPAL	4,723
REC - Jordan River Bridge	2,777,390
REC - Trails Bush Clearing	7,500
REC - Trails Grading	7,500
REC - Woodland Multi-Use Trail Association	20,000
REC - Interpretive Sites Upgrades - Sandy Point/West Green Harbour	15,000
REC - EDI Regional Coordinator	6,609
REC - Mobi Chair area - Welkum Park	2,000
REC - Ohio Ball Field Phase 2	20,000
HR - Emergency Services Coordinator Position (Operations Dept.)	75,000
HR - Community Planner (Operations/ Development Dept.) - CONTRACT	95,000
ADM - Strategic Planning Consultant/Facilitator	75,000
ADM - OHS Maintenance and Risk Mitigation	10,000
ADM - Streetlight Conversion Consultant	25,000
ED - Office of Healthcare Professionals Retention Activities (OHPR)	51,500
ED - Property Purchase Repayment and Admin Fee	64,752
ED - Power Grid Analysis	5,000
ED - Housing Grant Program	100,000
ED - Market Gap Analysis x2	60,000

ED - Chamber Support	15,000
ED - Strategic Land Planning	60,000
ED - Brighter Days Campaign	5,000
ED - LCC Fund	70,000
ED - Climate Resilient Coastal Communities Program	7,250
ED - Planning Implementation	25,000
DOPS - Sewage Plant Road Repairs	12,500
DOPS - Windmill Road Repairs	12,500
DOPS - C&D Dite Large Screen and Laptop	5,000
DOPS - Video-Where does my garbage go	2,500
DOPS - Shelburne Fire Truck 1	270,485
DOPS - C&D Site Water Monitoring Plans and Assessments	60,000
DOPS - Flushing & Hydrovac Sewer Lines (26% incomplete)	10,000
DOPS - Pre-Approved Building Plans (HA Part 1)	25,000
DOPS - CRPP-Climate Ready Plans & Processes	78,750
DOPS - C&D Site-Engineering	25,280
Total	4,111,239

Deputy CAO

Revenue:

- Revenue for Miscellaneous Income is where it is expected to be for this time of year.
- Revenue for Tenant Rental Contracts is where it is expected to be for this time of year.

Expenses:

Municipal Administration/Other

- o Insurances have been paid for the year and are on budget.
- o Private Road Maintenance Fees are paid for the year and on budget.
- o All other operational GLs are on target for this time of year including:
 - Staff and Council training and travel
 - IT and support services
 - Legal fees
 - Streetlighting
 - Office operations such as telephone, internet, supplies, etc.
- Payments for external services such as public prosecution, regional libraries and the school board are also on track for this time of year.

Human Resources (Salaries, deductions, and benefits costs)

- o All position costs are on target for this time of year, with the exception of:
 - Community Use Supervisor, which is accumulating more hours than anticipated for this time of year due to increased need for supervision of community programs and services offered at SRHS (as previously reported).
 - Janitorial Services Salary has been adjusted to reflect the remainder of the year to come from the operations budget due to the contractor moving to a business vs. contract employee model.
 - Administrator of Protective Services was budgeted for nearly the full year, but the position will likely be filled by November, 2025.

Director of Finance

Revenue:

- The tax bills have been issued with a due date of June 30, 2025. A copy of the low income Tax Exemption application was included with the tax bills and mailed to all property owners in April 2025.
- DEED \$242,588 represents actuals for April to August 2025; budget figures use a ten-year average
 - prior fiscal years for 12 months (amounts to August) are:
 - ♣ 2024/2025 received \$297,478 (\$136,064 to August)
 - ♣ 2023/2024 received \$360,029 (\$202,281 to August)
 - ♣ 2022/2023 received \$535,945 (\$325,393 to August)
 - ♣ 2021/2022 received \$744,299 (\$332,972 to August)
 - ♣ 2020/2021 received \$321,258 (\$77,914 to August)
 - ♣ 2019/2020 received \$265,701 (\$140,495 to August)
- Federal Grant in Lieu application has been submitted and funds received
- CBC Grant application has been submitted and funds received
- Provincial Grant in lieu application has been submitted
- HST offset application has been submitted and funds received
- Return of investment in the bank accounts interest rate remains strong; projected to be overbudget; budgeted figures use a five-year average

Expenses:

- Low Income applications as of September 22, 2025 are at 143 with \$50,135.46 allocated to date; the deadline is not until February 28, 2026. There were 7 applications whose taxes were paid in full by the grant. At this time last year there had been 126 applications, with a total rebate of \$50,550.60.
- On September 3rd, 2025, the Tax Clerk sent out a mail drop to 1,962 residential properties within the Municipality of Shelburne, readvertising the Municipalities Low Income Tax Exemption application; as per our policy, we advertise the Low Income Tax Exemption twice per year, the first being a copy of the application put in all the 7,963 tax bills that were sent out April 2025.
The breakdown is as follows:

Low Income Amounts	Number of Applications	Amount of Rebate
\$35,250 or less	27	\$4,050.00
\$29,500 or less	72	\$21,493.92
\$23,500 or less	44	\$24,591.54
Total	143	\$50,135.46

Comparisons for previous years are as follows:

Tax Year	Number of applications	Budget	Actual
2024/25	168	\$50,000 *income ranges changed but grant amount stayed the same; \$50 tier was removed	\$66,432
2023/24	185	\$50,000	\$50,865
2022/23	179	\$50,000	\$49,095
2021/22	160	\$50,000	\$43,142
2020/21 *First year application was sent with the Tax Bill	173	\$50,000 *income ranges changed as well as the grant amount	\$49,110
2019/20	81	\$25,000	\$20,540

- Appeals report from PVSC as of September 1st, 2025 shows there were 82 appeals, of which PVSC have reviewed 82, leaving none outstanding.
Of the 82 reviewed by PVSC:
 - 37 were amended, of which 4 have gone to NSAAT.
 - 37 were confirmed, of which 10 have gone to NSAAT.
 - 8 were withdrawn
 - Of the 14 sent to NSAAT, 11 have been completed leaving 3 outstanding.

As a side note, there are currently 2 appeals still outstanding from NSAAT from 2024. Once these appeals are completed this could therefore result in two years of adjustments.

Last year, at this time, there were 255 appeals, of which all were completed by PVSC, and 8 were outstanding from NSAAT. None were outstanding from the previous year.

- Allowance for appeals budget is over budget due to appeals submitted to MDS after the tax bill was issued. One property was fire related and totaled over \$4,429.07.

Aged Receivables:

As of September 22, 2025, the total uncollected tax/fees were **\$725,504** plus interest; of this amount, \$182,998 is currently in a tax sale position representing 49 properties.

- Commercial property total \$47,019 plus interest
- Residential and Resource and Forest property total \$659,016 plus interest
- Tax Sale Fees total \$16,886 plus interest
- Private Johns Lake properties total \$438 plus interest
- Town of Shelburne area rate is \$10 plus interest
- Town of Lockeport area rate is \$2,135 plus interest

There are six active PACE loans totaling \$11,725 plus interest.

Collections:

Prewarning Letter

On May 1st, 2025, a pre-warning letter was mailed to residents whose accounts were \$5.00 or more in arrears, from the 2024/25 tax year. This letter gives notice to residents to allow them to pay their 2024/25 arrears by June 30th, 2025 to avoid being on the tax sale list in July before the Preliminary Notice is sent.

Once the Preliminary Notice is sent, all arrears including 2025/2026 need to be paid in full to be removed from the tax sale list. There were 375 properties that were sent the pre-warning letter, representing \$584,286.77. The amounts on the letters detail only the arrears from 2024/25 that need to be paid before June 30th.

The Executive Assistant to Administration and the Executive Assistant to Operations, attempted to contact the owners of the properties through phone calls and social media, to discuss the arrears. During May they were able to speak to, or leave messages for, the owners of 153 of the 375 properties.

This left 222 properties that no contact was made outside of the mailed letter, due to lack of contact information.

As of June 16th, 2025, 215 of the 375 properties have paid in full, leaving 160 still in arrears.

On July 3rd, 2025, we sent out 90 Preliminary Notice of Tax Sale letters, representing 86 properties

Of the 86 properties, 36 were paid in full by the due date of August 5th, 2025, leaving a total of 50 properties on the tax sale list, compared to 74 properties at the same time last year. These 50 properties were charged a Title Search Fee of \$156 on August 5th, 2025

- 10 of the properties have deceased owners.
- 9 of the properties were also on last years Tax Sale, and received no bids
- 1 of the properties was also on last years Tax Sale, the bidder did not proceed
- 4 of the properties have been on the Tax Sale for multiple years, 2 of which are no longer redeemable
- 1 of the properties was on Tax Sale in March 2023, and was redeemed
- 7 of the properties are owned by 3 owners.
- 8 of the properties owners/concerned parties plan to let the property go the Tax Sale.

Comparisons for previous years are as follows:

Tax Year	Number of Properties	Number of Letters	Amount
2025/26	375	414	\$584,286.77
2024/25	363	395	\$464,163.81
2023/24	369	414	\$579,449.00
2022/23	488	564	\$449,969.00
2021/22	442	518	\$452,558.00

Preliminary Notice

Preliminary Notice was sent July 3, 2025.

Comparisons for previous years are as follows:

Tax Year	Number of Properties	Number of Preliminary Notices	Amount
2025/26	86	90	\$221,345
2024/25	94	102	\$161,075
2023/24	131	142	\$234,737
2022/23	141	146	\$150,168
2021/22	129	140	~\$190,068

Title Search fee

As of August 5, 2025, 50 properties were charged the title search fee of \$156 and their file was sent to the solicitor.

Comparisons for previous years are as follows:

Tax Year	Number of properties that received a Preliminary Notice	Legal Fee added in August	Tax Sale – How many properties sold?	How many of the properties were redeemed that sold?
2025/26	86	50	TBD	TBD
2024/25	94	74	26/36 *1 property that sold, the bidder did not bring in the remaining funds to complete the sale.	8/26; this represented \$85,048 of the funds collected at Tax Sale. Of the \$262,606 in surplus from the tax sale, MDS will now hold \$177,557 for 20 years or until a notice from the Supreme Court of NS is received.
2023/24	131	97	19/26	5/19 ; this represented \$201,093 of the surplus funds collected at Tax Sale. *An additional five properties were not redeemed, but \$113,956 was claimed in surplus through the Supreme Court of NS. Of the \$439,371 in surplus from the tax sale, MDS will now hold \$178,322 for 20 years or until a notice from the Supreme Court of NS is received.
2022/23	141	68	8/14	3/8
2021/22	129	66	14/17	4/14

Collection letter

On September 2, 2025, 856 Collection Letters were sent to all property owners with an outstanding balance of \$50 or more, per the Municipal Policy. This total includes multiple owners of properties, so does not directly reflect the number of properties but rather the number of letters.

Comparisons for previous years are as follows:

Tax Year	# Collection letters sent in September	# Collection letters sent in January
2025/26	856	TBD
2024/25	915	445
2023/24	822	437
2022/23	820	429
2021/22	758	356

60 Day Notice

The first week of October 2025, the 60 Day Notices will be sent out to all owners and encumbrancers. Notices were sent out to all parties by registered mail. A copy of the notice will be posted at the property during the month of October, where possible.

Tax Year	# 60 Day Notices
2025/26	TBD
2024/25	67
2023/24	77
2022/23	52
2021/22	58

Director of Operations

Revenue:

Item	Budgeted	Actual YTD	Projected	Surplus/Deficit
Revenue	832,105	666,720.38	828,741	- \$3,364

Revenue is as anticipated for this time of year.

Expenses:

Item	Budgeted	Actual YTD	Projected	Surplus/Deficit
PUBLIC WORKS	(226,798.00)	(75,425.16)	(241,494.00)	-\$14,696.00
BY LAW ENFORCEMENT	(63,250.00)	(5,718.10)	(63,250.00)	\$0
SEWAGE TREATMENT OPERATIONS	(145,500.00)	(40,591.80)	(341,500.00)	-\$196,000
INSPECTION SERVICES	(69,000.00)	(9,116.33)	(69,000.00)	\$0
SHARED SERVICES ADMINISTRATION	(11,810.00)	(2,721.82)	(11,810.00)	\$0
WASTE DIVERSION	(86,104.00)	(39,942.53)	(98,604.00)	-\$12,500
C&D OPERATION	(296,780.00)	(66,928.20)	(256,765.00)	\$40,015
SOLID WASTE	(868,770.00)	(308,121.74)	(835,000.00)	\$33,770
WIND TURBINE	(27,800.00)	(704.86)	(27,800.00)	\$0

Expenses are as expected with a few exceptions.

- Public works is over budget due to a contract change; this amount is offset by an equal reduction in the HR salary budget.
- Sewage treatment is over budget due to an unbudgeted project that is eligible to be fully funded through the Sustainable Services Growth Fund.
- Waste Diversion is over budget due to the unprecedented demand for new green carts, resulting in a purchase needing to be made before the end of the fiscal year.
- C&D operations are under budget due to savings on equipment purchase and anticipated savings due to the planned closure.
- Solid waste is under budget due to the transition to EPR with recycling collection costs being covered by Circular Materials after implementation on December 1st, 2025.

Projects:

The EV and Solar Project are now complete. Due to the overall costs of the project being less than originally proposed there may be a slight reduction in the final amount of funding provided by the SSCF, estimated to be \$211,629.60 instead of the original award of \$214,200. The total project cost was \$280,960.34+hst.

Sewage Plant Road Repairs: Completed. Budgeted at \$12,500 actual cost of \$10,126.10.

Wetlands Polishing Pond and Septage Panel Upgrade: The wetlands polishing pond and septage panel upgrade is underway. The wetlands polishing pond went out for tender on September 9, 2025. The septage panel has been installed.

Exterior signage and accessibility upgrades: A staff report will be presented to Council on September 24th to award this project. The exterior signage is anticipated to be under budget.

Bylaw Enforcement Vehicle: On order waiting for delivery. Originally budgeted at \$95,000, the actual cost is \$69,453.93 to come from capital reserve.

C&D Site Office Supplies: Completed. Less cost than anticipated as we utilized an existing screen and did not purchase new ones as planned. Budget \$5,000.

C&D Site water monitoring plans, wells and upgrades are all on hold while we investigate alternative options.

Public Works Equipment – We have purchased some of the smaller equipment and are researching our options for larger purchases. The \$36,000 originally budgeted to come from the Capital Reserve is being split between capital and non-capital projects and will therefore be using both operating and capital reserves. Once the final numbers are determined I will bring a report to council with a motion to transfer the appropriate amounts from capital and operating reserves.

Hydrovac of our pumping stations and grit chamber has been completed-not invoiced.

Drainage issues at 414 Woodlawn Drive-Not completed.

Windmill road repairs-Not completed.

Pre-Approved Building Plans-Not completed.

Public Works Camera's-Not Completed.

Hearing Accessibility Upgrades-Not completed, unanticipated funding received from the Enabling Accessibility Fund.

Video Where Does My Garbage Go-Not Completed.

Administrator of Protective Services

Revenue:

There are no revenue accounts associated with this position.

Expenses:

Item	Budgeted	Actual YTD	Projected	Surplus/Deficit
Expenses	(2,190,067)	(565,066.05)	(2,200,436)	-\$10,369

Expenses are as anticipated for this time of year, except for a minor increase in RCMP expense.

Projects:

The remaining payment for the Shelburne Fire Truck is due this fiscal. The final amount is not known until the truck is received, budgeted at \$270,485.

Director of Economic & Community Development

Revenue:

Revenue for the Summer Event is over budget. The Shelburne Events Committee worked diligently to engage support for this event and was able to secure \$4,590.00 more than anticipated. The Committee has been able to secure an unexpected \$500 support from local business to support additional costs of street closures.

Item	Budgeted	Actual YTD	Projected	Surplus/Deficit
Summer Event Revenue	\$11,855	\$16,445	\$16,455	+ \$4590
Fall Event Revenue	\$9050	\$3000	\$9,550	+ \$500
Winter Event Revenue	\$3,780	\$0	\$3780	\$0

Expenses:

Working with the Economic Growth Committee, staff have been working steadily on all projects as budgeted. Council recently awarded the Market Gap and Investment Readiness Analysis contract for municipal owned lands adjacent to Highway 103, and we are now moving forward with discussion regarding preliminary assessments of the newly acquired property on Hartz Point.

The Community Development Coordinator continues to deliver exceptional support for healthcare initiatives, community events, grants to organizations and marketing our beautiful municipality. The Spring Event budget is showing a significant surplus as the support for Town of Lockeport event did not happen as originally scheduled. The summer event is showing a deficit of \$3,705; this is offset by the additional revenue received – the event ended with a net surplus of \$885. The fall and winter events are expected to be on budget.

Planning and Development work is carrying out as expected. We are anticipating receiving ministerial approval of our planning documents in the coming weeks and the Economic Development Officer exceeding all expectations to prepare the department for the efficient administration of these documents. We do anticipate housekeeping adjustments to our documents within this fiscal year and have budgeted for any related expenses. Three of our five Housing Accelerator Fund initiatives are complete, and the department will continue to work on the support and encouragement of housing development. The two remaining initiatives are on schedule for completion. We will begin promoting our recently approved Affordable Housing Grant, we anticipate full utilization of the budgeted \$100,000.

Item	Budgeted	Actual YTD	Projected	Surplus/Deficit
Community Development	\$57,500	\$27,117	\$57,500	
Planning General	\$61,500	\$4,263	\$61,500	
Grants to Organizations	\$245,145	\$176,907	\$245,145	\$0
Economic Development	\$205,000	\$30,205	\$205,000	\$0
Spring Event	\$3,500	\$874	\$874	+\$2626
Summer Event	\$38,000	\$42,205	\$42,205	-\$3,705
Fall Event	\$20,000	\$0	\$20,000	\$0
Healthcare	\$65,000	\$11,520	\$65,000	\$0
Climate Action	\$77,250	\$21,810	\$77,250	\$0
Housing	\$100,000	\$0	\$100,000	\$0

Director of Recreation & Parks

Revenue:

Total budgeted revenue is \$75,000 and the total revenue received is \$75,146. This consists of revenue from a Canada summer jobs grant (\$5,770), summer programs (\$10,196), community use rentals and programs (\$1,380), an Active Community Funds grant (\$1,800), and MPAL Program contributions from the Province (\$35,000), Town of Lockeport (\$1,000), Town of Shelburne (\$10,000), and the Municipality (\$10,000).

Expenses:

Total budgeted expenses are \$2,884,390. Of that amount, \$2,809,390 represents Facility Development projects, which are one-time items (Jordan River bridge replacement, trails bush clearing and grading, interpretive sites upgrades). The remaining \$75,000 represents regular operating expenses such as the recreation vehicle, training, staff related expenses, programs, facilities maintenance, and others. Total regular expenses amount to \$43,577, which is on track for this time of year. Several budgets have been fully utilized such as summer programs, summer staff expenses and youth leaders.

Projects and Contributions:

- The contribution amount of \$20,000 (gas tax) for the Ohio Ball field Phase 2 Upgrades has been distributed to the Lower Ohio Recreation Society.
- The amount of \$6,609 was originally allocated to be used towards a potential regional EDI position. However, due to that not developing, the funds were instead put towards a short-term contract position to assist with the development of the Eastern Shelburne County Equity & Anti-Racism Plan, a joint plan between the Municipality, Town of Shelburne and Town of Lockeport.

The Municipality of the District of Shelburne
General Operating Fund Revenue and Expenses

For the Period Ending Mar 2026

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ACCOUNT TITLE	2025/2026 Budget	2025/2026 YTD Actual	2025/2026 Bud Remain \$	2025/2026 % to Date	2025/2026 Forecast
REVENUE					
TAXES					
ASSESSABLE PROPERTY	5,974,185.00	5,974,511.76	(326.76)	100.01	5,974,512.00
COMMERCIAL	644,165.00	641,147.33	3,017.67	99.53	641,148.00
RESOURCE	711,533.00	711,618.27	(85.27)	100.01	711,620.00
AREA RATES	40,763.00	40,763.13	(0.13)	100.00	40,764.00
BUSINESS PROPERTY	29,384.00	29,006.24	377.76	98.71	29,007.00
OTHER TAXES	335,000.00	242,588.27	92,411.73	72.41	335,000.00
TOTAL TAXES	7,735,030.00	7,639,635.00	95,395.00	98.77	7,732,051.00
FEDERAL GOVERNMENT AND AGENCIES					
GRANT IN LIEU	7,093.00	7,745.36	(652.36)	109.20	7,746.00
FEDERAL GOVERNMENT AGENCIES	598.00	594.94	3.06	99.49	595.00
TOTAL FEDERAL GOVERNMENT AND AGENCIES	7,691.00	8,340.30	(649.30)	108.44	8,341.00
PROVINCIAL GOVERNMENT AND AGENCIES					
PROVINCIAL GOVERNMENT	252,408.00	2,903.00	249,505.00	1.15	252,408.00
PROVINCIAL GOVERNMENT AGENCIES	18,784.00	18,784.00	0.00	100.00	18,784.00
TOTAL PROVINCIAL GOVERNMENT AND AGENCIES	271,192.00	21,687.00	249,505.00	8.00	271,192.00
FEDERAL GAS TAX CONTRIBUTION	0.00	0.00	0.00	0.00	0.00
SALE OF SERVICES	3,988,807.00	921,905.24	3,066,901.76	23.11	4,355,520.00
RETURN ON INVESTMENT	99,000.00	101,022.97	(2,022.97)	102.04	160,000.00
UNCONDITIONAL TRANSFERS					
PROVINCIAL GOVERNMENT	99,390.00	34,333.63	65,056.37	34.54	99,126.00
TOTAL UNCONDITIONAL TRANSFERS	99,390.00	34,333.63	65,056.37	34.54	99,126.00
OTHER TRANSFERS					

The Municipality of the District of Shelburne
General Operating Fund Revenue and Expenses

For the Period Ending Mar 2026

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ACCOUNT TITLE	2025/2026 Budget	2025/2026 YTD Actual	2025/2026 Bud Remain \$	2025/2026 % to Date	2025/2026 Forecast	
CGC FIRE DEPARTMENT DEBT SERVICE						
TRANSFER FROM CAPITAL RESERVE	0.00	0.00	0.00	0.00	0.00	
TRANSFER FROM SPECIAL PURPOSE RESERVE	0.00	0.00	0.00	0.00	0.00	
LOAN PROCEEDS MFC ToFL 2020 FIRE TRUCK	0.00	0.00	0.00	0.00	0.00	
TRANSFER FROM OPERATING RESERVE	814,069.00	29,578.64	784,490.36	3.63	741,061.00	
TRANSFER FROM GAS TAX RESERVE	555,000.00	20,000.00	535,000.00	3.60	555,000.00	
TOTAL OTHER TRANSFERS	1,369,069.00	49,578.64	1,319,490.36	3.62	1,296,061.00	
TOTAL REVENUE	13,570,179.00	8,776,502.78	4,793,676.22	64.67	13,922,291.00	

The Municipality of the District of Shelburne
General Operating Fund Revenue and Expenses

For the Period Ending Mar 2026

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ACCOUNT TITLE	2025/2026 Budget	2025/2026 YTD Actual	2025/2026 Bud Remain \$	2025/2026 % to Date	2025/2026 Forecast
EXPENDITURES					
LEGISLATIVE					
WARDEN HONORARIUM	33,926.00	16,930.93	16,995.07	49.91	33,926.00
WARDEN EXPENSE					
DEPUTY WARDEN HONORARIUM	28,075.00	14,011.03	14,063.97	49.91	28,075.00
COUNCILLOR HONORARIUM	118,243.00	49,073.01	69,169.99	41.50	118,243.00
COUNCILLOR TRAVEL	26,000.00	6,374.18	19,625.82	24.52	26,000.00
ELECTIONS	0.00	0.00	0.00	0.00	0.00
UNSM FCM DUES	7,000.00	5,275.99	1,724.01	75.37	7,000.00
TOTAL LEGISLATIVE	213,244.00	91,665.14	121,578.86	42.99	213,244.00
ADMINISTRATIVE					
SALARY	570,201.00	288,857.44	281,343.56	50.66	570,201.00
BENEFITS	111,159.00	58,557.43	52,601.57	52.68	111,159.00
INFORMATION TECHNOLOGY	106,000.00	46,736.06	59,263.94	44.09	106,000.00
PROFESSIONAL DUES	3,475.00	3,113.73	361.27	89.60	3,475.00
INSURANCE	80,421.00	79,664.14	756.86	99.06	79,664.00
CONTRACTED ADMIN SERVICES	372,943.00	136,840.12	236,102.88	36.69	372,943.00
ADVERTISING	26,500.00	11,577.11	14,922.89	43.69	26,500.00
POSTAGE	17,835.00	20,409.42	(2,574.42)	114.43	22,000.00
OFFICE SUPPLIES	15,500.00	6,400.90	9,099.10	41.30	15,500.00
TELEPHONE	14,380.00	6,041.43	8,338.57	42.01	14,380.00
LEGAL SERVICES	37,000.00	10,621.11	26,378.89	28.71	37,000.00
STAFF RELATIONS	7,000.00	1,790.34	5,209.66	25.58	7,000.00
OTHER GENERAL ADMIN	10,000.00	6,437.72	3,562.28	64.38	10,000.00
OCCUPATIONAL HEALTH & SAFETY	15,500.00	595.82	14,904.18	3.84	15,500.00
TRAVEL	17,000.00	7,825.09	9,174.91	46.03	17,000.00
STAFF TRAINING	16,800.00	3,952.26	12,847.74	23.53	16,800.00
EMPLOYMENT ASSISTANCE	3,000.00	2,290.06	709.94	76.34	3,000.00
PROGRAM					
TOTAL ADMINISTRATIVE	1,424,714.00	691,710.18	733,003.82	48.55	1,428,122.00

The Municipality of the District of Shelburne
General Operating Fund Revenue and Expenses

For the Period Ending Mar 2026

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ACCOUNT TITLE	2025/2026 Budget	2025/2026 YTD Actual	2025/2026 Bud Remain \$	2025/2026 % to Date	2025/2026 Forecast
TAXATION & ACCOUNTING					
SALARY	218,185.00	111,263.50	106,921.50	51.00	218,185.00
BENEFITS	46,262.00	24,435.82	21,826.18	52.82	46,262.00
AUDITING SERVICES	42,000.00	40,321.84	1,678.16	96.00	42,000.00
PROFESSIONAL DUES					
TRAVEL					
LOW INCOME TAX EXEMPTIONS	60,000.00	50,135.46	9,864.54	83.56	60,000.00
TAX EXEMPTIONS - COMMUNITY GROUPS	38,242.00	38,241.87	0.13	100.00	38,241.00
ALLOWANCE FOR APPEALS	14,000.00	26,011.49	(12,011.49)	185.80	26,012.00
TAX SALE	39,000.00	3,976.90	35,023.10	10.20	39,000.00
TOTAL TAXATION & ACCOUNTING	457,689.00	294,386.88	163,302.12	64.32	469,700.00
BUILDING SERVICES					
COURT HOUSE - MAINTENANCE & REPAIRS	0.00	0.00	0.00	0.00	0.00
COURT HOUSE - INSURANCE	0.00	0.00	0.00	0.00	0.00
MDS BUILDING – MAINTENANCE & REPORTS	173,150.00	60,373.39	112,776.61	34.87	175,076.00
MDS BUILDING – INSURANCE	35,971.00	36,716.00	(745.00)	102.07	36,716.00
PUBLIC WORKS - MAINTENANCE & REPAIRS	17,500.00	5,505.71	11,994.29	31.46	17,500.00
PUBLIC WORKS - UTILITIES	10,500.00	1,378.92	9,121.08	13.13	10,500.00
PUBLIC WORKS-INSURANCE	5,453.00	5,740.00	(287.00)	105.26	5,740.00
PUBLIC WORKS-VEHICLE	14,500.00	6,012.32	8,487.68	41.46	14,500.00
TOTAL BUILDING SERVICES	257,074.00	115,726.34	141,347.66	45.02	260,032.00
POLICE PROTECTION					
RCMP	1,162,071.00	292,359.90	869,711.10	25.16	1,169,440.00
DNA	4,500.00	0.00	4,500.00	0.00	4,500.00
LOCKUP	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE PROTECTION	1,166,571.00	292,359.90	874,211.10	25.06	1,173,940.00

The Municipality of the District of Shelburne
General Operating Fund Revenue and Expenses

For the Period Ending Mar 2026

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ACCOUNT TITLE	2025/2026 Budget	2025/2026 YTD Actual	2025/2026 Bud Remain \$	2025/2026 % to Date	2025/2026 Forecast
MUNICIPAL FIRE DEPARTMENT	325,886.00	183,624.63	142,261.37	56.35	325,886.00
GRANTS					
SHELBURNE FIRE DEPARTMENT	394,283.00	0.00	394,283.00	0.00	394,283.00
GRANT					
LOCKEPORT FIRE DEPARTMENT	65,745.00	34,984.78	30,760.22	53.21	65,745.00
GRANT					
FIRE EQUIP-COMPRESSOR REPAIRS	0.00	0.00	0.00	0.00	0.00
CAPITAL ASSISTANCE TO FIRE DPS	45,500.00	40,669.29	4,830.71	89.38	69,000.00
FIRE PROTECTION - HYDRANTS	50,000.00	0.00	50,000.00	0.00	50,000.00
FIRE DEPARTMENT TRAINING &	0.00	0.00	0.00	0.00	0.00
EQUIPMENT					
DRY HYDRANTS	5,000.00	73.14	4,926.86	1.46	5,000.00
FIRE PROTECTION - INSURANCE	24,000.00	12,517.58	11,482.42	52.16	24,000.00
FIRE DEPARTMENT RADIO LICENSE	0.00	0.00	0.00	0.00	0.00
ADMINISTRATOR OF PROTECTIVE	75,000.00	0.00	75,000.00	0.00	48,250.00
SERVICES					
TOTAL FIRE PROTECTION	985,414.00	271,869.42	713,544.58	27.59	982,164.00
BY-LAW ENFORCEMENT					
SALARY AND BENEFITS	102,128.00	50,109.21	52,018.79	49.07	102,128.00
VEHICLE	16,000.00	5,046.85	10,953.15	31.54	16,000.00
TRAVEL	200.00	0.00	200.00	0.00	200.00
PROPERTY CLEAN UP	45,000.00	28.23	44,971.77	0.06	45,000.00
OTHER	2,050.00	643.02	1,406.98	31.37	2,050.00
TOTAL BY-LAW ENFORCEMENT	165,378.00	55,827.31	109,550.69	33.76	165,378.00
ROAD TRANSPORT					
STREET LIGHTING	178,740.00	67,256.45	111,483.55	37.63	178,740.00
CLASS J ROADS	42,290.00	20,308.00	21,982.00	48.02	42,290.00
TOTAL ROAD TRANSPORTATION	221,030.00	87,564.45	133,465.55	39.62	221,030.00
SEWAGE TREATMENT OPERATIONS					
SALARY & BENEFITS	184,737.00	73,998.86	110,738.14	40.06	184,737.00
TRAINING	10,000.00	0.00	10,000.00	0.00	10,000.00
OTHER	2,000.00	297.71	1,702.29	14.89	2,000.00

The Municipality of the District of Shelburne
General Operating Fund Revenue and Expenses

For the Period Ending Mar 2026

ACCOUNT TITLE	2025/2026 Budget	2025/2026 YTD Actual	2025/2026 Bud Remain \$	2025/2026 % to Date	2025/2026 Forecast
TOTAL SEWAGE TREATMENT OPERATIONS	196,737.00	74,296.57	122,440.43	37.76	196,737.00
SEWAGE TREATMENT					
SEWER MAINTENANCE	25,000.00	2,773.13	22,226.87	11.09	182,865.00
PUMPING STATION UTILITY	10,500.00	3,526.05	6,973.95	33.58	10,500.00
PUMPING STATION - MAINTENANCE AND REPAIR	26,500.00	3,081.35	23,418.65	11.63	26,500.00
PLANT - UTILITY	35,000.00	11,629.39	23,370.61	33.23	35,000.00
PLANT - MAINTENANCE AND REPAIR	36,500.00	19,284.17	17,215.83	52.83	36,500.00
TOTAL SEWAGE TREATMENT	133,500.00	40,294.09	93,205.91	30.18	291,365.00
ENVIRONMENTAL					
ADMINISTRATION	129,500.00	62,829.04	66,670.96	48.52	129,500.00
BUILDING INSPECTION	218,671.00	93,688.54	124,982.46	42.84	218,671.00
FIRE INSPECTION	25,646.00	473.33	25,172.67	1.85	25,646.00
WASTE DIVERSION	156,330.00	70,547.05	85,782.95	45.13	168,830.00
C&D OPERATION	431,073.00	126,079.13	304,993.87	29.25	391,058.00
SOLID WASTE	868,770.00	308,121.74	560,648.26	35.47	835,000.00
TOTAL ENVIRONMENTAL	1,829,990.00	661,738.83	1,168,251.17	36.16	1,768,705.00
WIND TURBINE					
MAINTENANCE	27,800.00	704.86	27,095.14	2.54	27,800.00
INSURANCE	2,107.00	1,193.00	914.00	56.62	1,193.00
TOTAL WIND TURBINE	29,907.00	1,897.86	28,009.14	6.35	28,993.00
COMMUNITY & ECONOMIC DEVELOPMENT					
LITTER ABATMENT	4,500.00	4,500.00	0.00	100.00	4,500.00
SOLAR PROJECT	0.00	0.00	0.00	0.00	0.00
HEALTH CARE	65,000.00	11,520.30	53,479.70	17.72	65,000.00
ECONOMIC DEVELOPMENT	205,000.00	30,205.84	174,794.16	14.73	205,000.00
SENIOR SAFETY	0.00	0.00	0.00	0.00	0.00
CLIMATE ACTION	77,250.00	21,810.06	55,439.94	28.23	77,250.00

The Municipality of the District of Shelburne
General Operating Fund Revenue and Expenses

For the Period Ending Mar 2026

ACCOUNT TITLE	2025/2026 Budget	2025/2026 YTD Actual	2025/2026 Bud Remain \$	2025/2026 % to Date	2025/2026 Forecast
HOUSING - ECONOMIC DEVELOPMENT	100,000.00	0.00	100,000.00	0.00	100,000.00
ICSP IMPLEMENTATION	57,500.00	27,701.34	29,798.66	48.18	57,500.00
GRANTS TO ORGANIZATION	245,145.00	176,907.00	68,238.00	72.16	245,145.00
EVENTS	76,000.00	43,079.89	32,920.11	56.68	76,879.00
TOTAL COMMUNITY & ECONOMIC DEVELOPMENT	830,395.00	315,724.43	514,670.57	38.02	831,274.00
RECREATION & CULTURAL SERVICES					
SALARY	162,158.00	81,187.12	80,970.88	50.07	162,158.00
BENEFITS	29,455.00	15,954.38	13,500.62	54.17	29,455.00
TRAINING	1,000.00	0.00	1,000.00	0.00	1,000.00
SUMMER STAFF SALARY	86,969.00	80,021.15	6,947.85	92.01	86,969.00
SUMMER STAFF BENEFITS	6,361.00	6,690.80	(329.80)	105.18	6,904.00
SUMMER STAFF TRAVEL					
VEHICLE	10,500.00	6,313.68	4,186.32	60.13	10,500.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
STAFF EXPENSES	2,000.00	347.37	1,652.63	17.37	2,000.00
SUMMER STAFF TRAINING	3,000.00	3,830.39	(830.39)	127.68	3,830.00
OFFICE EXPENSE	0.00	0.00	0.00	0.00	0.00
MEMBERSHIPS	1,000.00	370.00	630.00	37.00	1,000.00
GRANTS TO ORGANIZATION					
ADVERTISING	2,000.00	982.98	1,017.02	49.15	2,000.00
ADVISORY COMMITTEE	0.00	0.00	0.00	0.00	0.00
COMMUNITY USE COORD	10,000.00	0.00	10,000.00	0.00	10,000.00
PROGRAMS	25,000.00	13,673.57	11,326.43	54.69	25,958.00
COMMUNITY USE PROGRAM	2,300.00	2,541.93	(241.93)	110.52	3,250.00
MPAL PROGRAM	62,723.00	30,380.88	32,342.12	48.44	62,723.00
TOTAL RECREATION & CULTURAL SERVICES	404,466.00	242,294.25	162,171.75	59.90	407,747.00
RECREATION AND PARKS FACILITIES					
FACILITIES DEVELOPMENT	2,809,390.00	0.00	2,809,390.00	0.00	3,032,000.00
SASI SERVICE AGREEMENT					

The Municipality of the District of Shelburne
General Operating Fund Revenue and Expenses

For the Period Ending Mar 2026

ACCOUNT TITLE	2025/2026 Budget	2025/2026 YTD Actual	2025/2026 Bud Remain \$	2025/2026 % to Date	2025/2026 Forecast
MAINTENANCE & EQUIPMENT	20,500.00	18,218.86	2,281.14	88.87	22,000.00
SHELBURNE COUNTY ARENA	0.00	0.00	0.00	0.00	0.00
TOTAL RECREATION AND PARKS FACILITIES	2,829,890.00	18,218.86	2,811,671.14	0.64	3,054,000.00
FISCAL SERVICES					
BANK CHARGE	5,000.00	1,360.30	3,639.70	27.21	5,000.00
PENSION FEE	500.00	0.00	500.00	0.00	500.00
PAYROLL FEE	1,750.00	0.00	1,750.00	0.00	1,750.00
LOANS	370,045.00	254,656.45	115,388.55	68.82	305,293.00
VALUATION ALLOWANCE	5,000.00	0.00	5,000.00	0.00	5,000.00
TRANSFERS TO SPECIAL PURPOSE RESERVE	6,204.00	6,203.98	0.02	100.00	6,204.00
TRANSFER TO GAS TAX RESERVE	0.00	0.00	0.00	0.00	0.00
TRANSFER TO CAPITAL RESERVE	0.00	0.00	0.00	0.00	0.00
TRANSFER TO OPERATING RESERVE	0.00	0.00	0.00	0.00	0.00
CAPITAL FROM OPERATING	8,884.00	8,884.00	0.00	100.00	8,884.00
DISTRICT GRANT FUND	35,000.00	35,000.00	0.00	100.00	35,000.00
SOU WEST NOVA TRANSIT	0.00	0.00	0.00	0.00	0.00
TOTAL FISCAL SERVICES	432,383.00	306,104.73	126,278.27	70.79	367,631.00
CONDITIONAL TRANSERS					
CORRECTIONS	0.00	0.00	0.00	0.00	0.00
PUBLIC PROSECUTION	3,500.00	0.00	3,500.00	0.00	3,500.00
ASSESSMENT SERVICES	148,755.00	74,377.46	74,377.54	50.00	148,755.00
REGIONAL LIBRARY	34,100.00	25,575.00	8,525.00	75.00	34,100.00
REGIONAL SCHOOL BOARD	1,693,360.00	846,679.77	846,680.23	50.00	1,693,360.00
TOTAL CONDITIONAL TRANSERS	1,879,715.00	946,632.23	933,082.77	50.36	1,879,715.00
UNCONDITIONAL TRANSERS					
HOUSING AUTHORITY	0.00	0.00	0.00	0.00	0.00
AREA RATE	14,500.00	14,500.00	0.00	100.00	14,500.00
TOTAL UNCONDITIONAL TRANSERS	14,500.00	14,500.00	0.00	100.00	14,500.00

The Municipality of the District of Shelburne
General Operating Fund Revenue and Expenses

For the Period Ending Mar 2026

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ACCOUNT TITLE	2025/2026 Budget	2025/2026 YTD Actual	2025/2026 Bud Remain \$	2025/2026 % to Date	2025/2026 Forecast						
EMERGENCY MANAGEMENT											
SEARCH AND RESCUE	0.00	0.00	0.00	0.00	0.00						
REMO	97,582.00	240.91	97,341.09	0.25	97,582.00						
TOTAL EMERGENCY MANAGEMENT	97,582.00	240.91	97,341.09	0.25	97,582.00						
TOTAL EXPENDITURES	13,570,179.00	4,523,052.38	9,047,126.62	33.33	13,851,859.00						
SUMMARY											
TOTAL REVENUE	13,570,179.00	8,776,502.78	4,793,676.22	64.67	13,922,291.00						
TOTAL EXPENDITURES	13,570,179.00	4,523,052.38	9,047,126.62	33.33	13,851,859.00						
SURPLUS/(DEFICIT)	0.00	4,253,450.40	(4,253,450.40)	0.00	70,432.00						

STAFF REPORT

To: Council

From: Adam Dedrick, Director of Recreation & Parks

Approved by: Warren MacLeod, Chief Administrative Officer

Date: October 8, 2025

Subject: Jordan River Trail Bridge Visual Inspection

Origin

The Jordan River Trail Bridge was last inspected in December 2023, and it needs to be determined if it is safe for continued use beyond December 2025 until the bridge is replaced.

Recommendation

THAT, Council of the Municipality of the District of Shelburne approve the Director of Recreation & Parks to obtain competitive quotes for a visual inspection of the Jordan River Trail Bridge with funds to come from the Operating Reserve up to \$10,000.

Background

In December of 2023 a condition assessment of the Jordan River Trail bridge and an underwater inspection of the piers were completed. It was determined that in its condition at the time, the bridge is safe for pedestrian and off-highway vehicle use for the short-term (1-2 years), which would take it to December 2025. This past August over fifty deck boards were replaced and there are plans to remove the existing bridge and replace it with a new bridge, potentially starting in June 2026.

As a result, the existing bridge requires an inspection to determine if it is safe for continued use beyond December 2025 until the bridge is replaced. Ideally this would be June 2026 but if the project is delayed a year, it would be June 2027.

A request for quotes was sent to numerous engineering firms for a visual inspection of the bridge. It was not a public tender as its purpose was to gather quotes to inform decision making. The RFQ asking for two things: 1) indicate the capability of the structure to continue to carry intended loads including pedestrian, cyclists and off highway vehicles until the earliest, June 2026, and the latest, June 2027, and 2) indicate recommendations for the minimum repairs, if required, to ensure its continued safe use until the earliest, June 2026, and the latest, June 2027.

Discussion

It is recommended to do a visual inspection of the Jordan River Trail Bridge and to do it before the end of December 2025. Based on the current project timeline, there will be five months for the existing bridge to remain open until the replacement work can begin in June 2026. This is based on Department of Environment condition that major bridge work can only take place from June to September. This is also assuming the timeline will not change. If the project were to be delayed until June 2027, it would increase the time for the existing bridge to remain open to seventeen months.

Doing the inspection before the end of December would be a proactive approach as it would provide information that will be useful for the two different circumstances and time periods mentioned above. We would know ahead of time of any minor repairs that may be required to remain open for a short period or a longer one, and before any possible delays may happen. Knowing this could prevent potential interruptions to trail activity and connectivity, and any further delays until the bridge is replaced. Also, we will have done our due diligence for safety as it cannot be assumed that the bridge will be safe to remain open past December, based on the inspection from 2023.

A total of four quotes were received and ranged from just under \$6,000 to a little over \$16,000 (plus HST). They can all provide the required inspection and analysis but the differences in pricing are due to several factors, including methods of doing the inspection, travel and accommodation costs, hourly rates and number of hours to complete the work.

A visual inspection will inform decision making, ensure the safety of trail users on the bridge and based on the quotes received it is feasible.

Budget Implications

Funds to come from the Operating Reserve up to \$10,000.

Alternatives

Do a visual inspection only if the bridge replacement project was to be delayed until 2027. This is not recommended.



STAFF REPORT

To: Council
From: Adam Dedrick, Director of Recreation & Parks
Approved by: Warren MacLeod, Chief Administrative Officer
Date: October 8, 2025
Subject: RFP Award - Owner's Engineer Services Jordan River Trail Bridge

Origin

A Request for Proposals tender was advertised for owner's engineering services from qualified engineers or engineering firms to support the Municipality to undertake a design-build contract to remove and replace the Jordan River Trail bridge.

Recommendation

THAT, Council of the Municipality of the District of Shelburne award the Request for Proposals Owner's Engineer Jordan River Trail Bridge to Design Point Engineering & Surveying Ltd. for \$92,050 plus HST.

Background

The Jordan River Trail bridge replacement project consists of the removal of the existing bridge and piers and construction of a new bridge. Based on funding conditions and the Department of Environment construction restrictions, the project is on a timeline to be completed by the end of September 2026. In efforts to meet that timeline and to ensure a successful project it requires engineering expertise and services that include two main things: 1) to prepare a Request for Proposals (RFP) tender package that includes both the removal of the existing bridge and piers and the design build of the new bridge; and 2) to provide engineering consulting services throughout all phases of implementation of the project.

As per the Scope of Work in the RFP, services include preparation of the design build tender, reviewing and advising on RFP submissions, on site monitoring and regular site visits, progress updates, review of engineering drawings, consultation with regulatory officials, and perform investigations that may include a survey and geotechnical investigation, among others. It is required that the proponent has a bridge engineer with a minimum of 5-10 years' experience and has experience with similar bridge projects.

Discussion

The RFP was advertised September 15-29, 2025. Two submissions were received and scored based on adherence to RFP submission requirements, ability to complete the scope of work, references, similar projects, experience, timeline and price.

Scoring Results:

Proponent	Cost Breakdown (no HST)	Total Cost (no HST)	Score
DesignPoint Engineering & Surveying Ltd.	Services \$70,800 Site Investigations \$21,250	\$92,050	92.667
CBCL Limited	Services \$81,420 Site Investigations \$82,107	\$163,527	76.708

Both proposals provided information and costs separated between engineering services and site investigations (i.e. topographic survey, geotechnical investigation). The services consisted of items such as preparation of the design build tender, reviewing and advising on RFP submissions, on site monitoring and regular site visits, progress updates, review of engineering drawings, and consultation with regulatory officials among others. Prices for engineering services were comparable for both proponents.

DesignPoint included a topographic survey and geotechnical investigation as part of their site investigations. CBCL included both of those, but also a coastal assessment and indicated that the investigations were provided as optional items. Site investigations can be done before the design-build tender is awarded or they can be part of the design-build tender, with the awarded contractor being responsible for them. It is advantageous to do them beforehand, eliminating additional requirements for design-build team proponents and helping to avoid delays. The Scope of Work in the RFP requested the site investigations be completed before the tender being awarded, so the proposals were reviewed and scored including both the topographic survey and the geotechnical investigation. The coastal assessment was not included as part of the review or scoring. If at some point during project development it was determined that a coastal assessment is required, it could be included in the design-build tender.

There was a large difference in costs for the site investigations, with CBCL being much higher than DesignPoint, primarily regarding the geotechnical investigation. CBCL proposed drilling three boreholes 15 meters deep, one on each side of the bridge and one at the midpoint of the bridge, which would be in the river bottom and would require a barge at a cost of \$72,347 (excluding HST). DesignPoint proposed two boreholes at each end of the bridge 10 meters deep at a cost of \$15,500 (excluding HST). CBCL reflects testing for a bridge that may require piers and DesignPoint is for a single span. If it was determined that further testing is required beyond what DesignPoint has proposed, it could be included in the design-build tender.

Overall, Design Point's proposal displayed that they had the ability to complete all requirements identified in the scope of work, had sufficient experience, and could meet the timeline provided in the RFP. CBCL had a very strong proposal, especially related to experience and similar projects, however, their proposed costs for the site investigations were significantly higher than Design Point.

Budget Implications

The Jordan River Trail Bridge replacement project has confirmed funding from the Municipality (gas tax) and has received approval for two grants. The grants cannot be named at this time, as they have not yet been publicly announced by the funders. For all three funding sources, expenditures associated with planning, designing, and construction of the bridge are considered eligible costs, which means the Owner's Engineer Services contract can be supported by the funding.

For DesignPoint's proposal, the total cost plus HST (at the rebated municipal rate) is \$95,603. Based on established funding contribution percentages, the Municipality's portion would be \$16,730 (17.5%) and the two grants combined would be \$78,873 (82.5%).

Alternatives

1. Reduce the scope of work in the RFP and readvertise with the intention of receiving proposals at a lower cost. This is not recommended as all items in the scope of work are required and it would delay the project.
2. Not enter into a contract for Owner's Engineer Services. This is not recommended as the municipality does not have an engineer on staff and specific engineering services are required for the project.

Attachments

-Request for Proposals Owner's Engineer Services Jordan River Trail Bridge



THE MUNICIPALITY OF THE DISTRICT OF SHELBURNE
414 Woodlawn Drive, PO Box 280 Shelburne, Nova Scotia B0T 1W0
Phone: (902) 875-3544 – Fax: (902) 875-1278
www.municipalityofshelburne.ca

REQUEST FOR PROPOSALS

Owner's Engineer Services

Jordan River Trail Bridge

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Project Overview

Objective

The Municipality of the District of Shelburne (the ‘Municipality’) is seeking proposals for owner’s engineering services from qualified engineers or engineering firms to support the Municipality to undertake a design-build contract to remove and replace a trail bridge, and to provide engineering consulting services throughout all phases of implementation of the project.

Background

The Jordan River Trail Bridge, a former rail bridge is approximately 76.9m in length, is over 100 years old and is located on the Jordan River Trail (2.5 km) in the Jordan Falls area, Shelburne. The Municipality has a Letter of Authority from the N.S. Department of Natural Resources & Renewal to construct, maintain and operate the trail as a multi-use and motorized recreational trail including the bridge. The bridge is near the end of its useful life, and the Municipality is planning on undertaking a design build contract to replace the trail bridge that will accommodate pedestrians, cyclists, and off highway vehicles as well as the removal of the existing bridge and two piers.

Proponents must have experience with similar bridge projects and are required to do two things: 1) prepare a Request for Proposals (RFP) tender package that includes both the removal of the existing bridge and piers and the design build of the new bridge; and 2) provide engineering consulting services throughout all phases of implementation of the project.

Scope of Work

1. Review all documentation concerning the project.
2. Prepare an RFP tender package that includes the removal of the existing Jordan River trail bridge and piers, and the design-build for a new trail bridge that will accommodate pedestrians, cyclists, and off highway vehicles.
 - a. Prepare relevant procurement documentation for Municipal approval and issue
 - b. Create scoring criteria for review and approval by the Municipality
 - c. Review and score submissions from proponents; provide advice on selection
3. Provide expertise and advice during contract negotiations with the successful Proponent if required
4. Consult with regulations and regulatory officials as applicable to confirm regulatory compliance of methods and work proposed. This does not include preparing or submitting permits as they will be the responsibility of the design build team.

5. Review all engineering drawings from pre-design through to final construction
6. Review and comment on any engineering change proposals submitted by the design build team.
7. Provide technical representation in support of the Municipality during any disputes.
8. Provide verification of Proponent progress reports to assist authorization of progress payments.
9. Provide on site monitoring when applicable and regular reporting on project progress and prompt indications of any deviations from the Municipality's requirements.
10. Site visits will be required on a weekly basis during the removal of the existing bridge and the construction of the new one, which is anticipated to take place June 2026 to September 2026. This will amount to a possible total of nineteen site visits, consisting of eighteen over the four months during construction and one final site visit following completion.
11. Progress updates will also be required for each site visit and will follow the same schedule for a possible total of nineteen.
12. Perform investigations that are required as part of the bridge replacement that may include survey, geotechnical investigation, sea level investigation, preliminary layout, etc. To be completed in advance of the design build tender being awarded.
13. It will be considered an asset that the proponent is, or has on staff, a Registered Specifications Writer through Construction Specifications Canada.
14. It will be considered an asset that the proponent is, or has on staff, a Certified Canadian Construction Administrator through Construction Specifications Canada.
15. It is required that the proponent is, or has on staff, a bridge engineer with a minimum 5-10 years experience and has experience with similar bridge projects.
16. Meetings with Municipal project lead as required (i.e. initial, progress, etc.)

Timeline

As per Department of Environment requirements for major bridge work, the removal and replacement of the bridge will take place during the period of June 1, 2026, to September 30, 2026. This requires the RFP tender (for removal of existing bridge and design build of new bridge) to be ready for advertising starting in early to mid November 2025 and potentially being awarded in January 2026. This would allow four months (February to May 2026), for permits applications/approvals process and all bridge work preparations, and four months (June to end of September 2026) for all bridge work including removal of the existing bridge and construction of the new bridge.

Provide in your submission a detailed project timeline from the initiation of this Owner's Engineer contract, through to construction completion, demonstrating your ability to meet the Municipality's timeline. State any assumptions or key project risks.

Additional Services

The Municipality reserves the right to negotiate additional services in relation to this project outside of this contract.

Reporting Structure

The Owner's Engineer will report to the Director of Recreation & Parks for the Municipality of the District of Shelburne in relation to contract matters, invoicing and payment.

Conflict of Interest

The Owner's Engineer will be precluded from being involved in the design build team as it would be a conflict of interest.

Proponents must indicate if a conflict of interest exists and must deliver a statement providing a full and complete disclosure in writing if there is a conflict of interest. The evaluation committee reserves the right to disqualify any proponent that in its sole opinion has an actual or potential conflict of interest, whether existing now or is likely to arise in the future, or may permit the proponent to continue and impose such terms and conditions as necessary.

Submission Requirements

Proposals shall include the following information:

1. Understanding of contract requirements.
2. Description of proponent and business.
3. Provide an overview of contract approach/methodology.
4. Provide a work plan and timeline.
5. Provide a detailed contract price that identifies all anticipated costs related to the Scope of Work, with a breakdown of all hourly rates for labour and equipment (if applicable) as well as mileage/travel costs.
6. Provide proof of insurance.
7. Provide proof of Workers Compensation coverage (if applicable).
8. Provide HST number.
9. Provide a list of all staff, qualifications, and experience, that will be working on the project.
10. Provide list of similar bridge projects and three (3) references.

Proposal Submission Procedures

Proposals must be received by 4:00 pm on Monday, September 29, 2025, and shall be emailed to adam.dedrick@municipalityofshelburne.ca or delivered to:

Adam Dedrick, Director of Recreation & Parks
Municipality of the District of Shelburne
PO Box 280
Shelburne, NS
B0T 1W0

Receipt of all proposals will be acknowledged by email. Proposals received after the closing date and time will not be considered. Proposals sent by email should be in PDF. Those that do not transmit due to the size of the attachments will not be accepted after the deadline. Proponents should prepare their documents so they can be transmitted by email and send them early enough to receive a confirmation email before the deadline.

Any interpretation or change in the RFP prior to the closing date will be made by written addendum, which will be numbered, dated and posted on the Nova Scotia Procurement Services Website with the original RFP. These addenda shall become part of the RFP document. It is the responsibility of the proponent to ensure that he/she has received all addenda or other instructions issued by the Municipality during the RFP's open period.

Clarifications requested by a proponent must be submitted to the Director of Operations & Protective Services by email not less than five (3) business days prior to the RFP closing date. Clarifications requested less than five (3) business days prior to the closing date cannot be guaranteed a response. Verbal requests for clarification will not be entertained. Significant clarifications will be made in the form of an addendum which will be sent to all known proponents.

Proponents may amend proposals submitted prior to the closing date by submitting a new proposal with "revised" written on the proposal submission. Amended proposals received after the closing date will not be considered.

Proponents may withdraw their proposal at any time throughout the RFP process prior to execution of a service agreement or contract.

All documents, including RFP responses, submitted to the Municipality, become the property of the Municipality and are potentially subject to disclosure under the Nova Scotia *Freedom of Information and Protection of Privacy Act* or otherwise. By submitting a proposal, the proponent thereby agrees to public disclosure of its content. The proponent acknowledges that any contract entered into pursuant to this RFP is a public document.

Proposal Evaluation

An evaluation committee comprised of Municipal staff, and potentially others, shall evaluate the proposals. To assist in the evaluation of the proposals, the evaluation committee may, but is not required to:

- Conduct reference checks relevant to the proposal.
- Conduct any background investigations that it considers necessary during the evaluation process and consider any relevant information resulting in the evaluation of the proposals.

All submissions shall be evaluated against the following criteria:

Proposal Evaluation Criteria	Maximum Score
Understanding of required services, Ability to complete the Scope of Work, Project Experience, References, Quality of Submission and any other pertinent criteria as determined by the evaluation committee.	60
Adherence to submission requirements	10
Price	30
Total Score	100

Terms and Conditions

Agreement

By submitting a proposal in response to this RFP, the Proponent agrees to abide by the terms and conditions outlined in this RFP. All proposals shall remain irrevocable unless withdrawn in writing prior to the designated closing time.

Privilege

The Municipality reserves the right to:

- a) Modify the terms of this RFP at any time at its sole discretion.
- b) Suspend or cancel the RFP at any time for any reason without penalty.
- c) Reject any or all proposals, not necessarily accept the lowest proposal, or to accept any which it may consider being in the best interest of the Municipality.
- d) The Municipality also reserves the right to waive formality, informality or technicality in any proposal.
- e) In the event that a number of submissions are substantially the same amount or score, the Municipality may, at its discretion, call upon those Bidders to submit further bids or to make a presentation to the Municipality.
- f) Award a contract on the basis of the initial offers received, without discussions or requests for best or final offers.
- g) Disqualify bidder(s) if there is an existing or recent business or personal relationship which can be perceived as causing a conflict of interest. Proposals shall contain a declaration of conflict of interest.
- h) Reject any bidder if after an investigation of the evidence submitted by the bidder fails to satisfy the Municipality that the Proponent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- i) No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the Municipality or otherwise, which are inconsistent with the provisions contained herein.
- j) The invitation implies no obligation on the Municipality to accept any proposal submitted. This Statement of Work does not constitute an offer, nor promise to offer to enter into any business agreement or relationship, nor any intent to enter into a contract, agreement or relationship be construed.

Confidentiality

This RFP document (including all attachments and appendices) may not be used for any purpose other than the submission of an offer. Proponents shall not use information obtained through the RFP process without written permission of the Municipality.

The successful proponents will be permitted access to files and reports that relate to this RFP. Information pertaining to the Municipality obtained by the successful proponents as a result of this project is confidential and must not be disclosed without written permission of Municipality.

By submitting an Offer, the Proponent agrees to public disclosure of its contents subject to the provisions of the Municipal Government Act relating to Freedom of Information and Protection of Privacy. Anything submitted in the proposal that the proponent considers to

be personal information or confidential information of a proprietary nature should be marked confidential and will be subject to appropriate consideration of the Municipal Government Act as noted above.

The work described in this RFP is being conducted with public funds, and the fees and expenses proposed in the Bidder's submission will be made public.

Law

The law applicable to this RFP and any subsequent agreements shall be the law in force in the Province of Nova Scotia.

In responding to this RFP, Proponents warrant their compliance with all appropriate Municipal, Provincial and Federal regulations, laws and orders. Respondents must agree to indemnify the Municipality and its employees if they fail to comply, and the Municipality reserves the right to cancel any agreement arising from this RFP if the proponent fails to comply with the above.

The selected firm shall indemnify the Municipality, its officers and employees against any damage caused to the Municipality as a result of any negligence or unlawful acts of the successful proponent or its employees. Similarly, the successful proponents shall agree to indemnify the Municipality, its officers and employees against any claims or costs initiated by third parties as a result of any negligence or wrongful acts of the successful proponent or its employees.

Payment of Fees

As per the contract, once awarded. The Municipality shall have the right to withhold, from any sum otherwise payable to the Proponent, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same. Invoices are to be forwarded to:

Adam Dedrick, Director of Recreation & Parks
Municipality of the District of Shelburne
414 Woodlawn Drive
P.O. Box 280
Shelburne, NS
B0T 1W0
Email: adam.dedrick@municipalityofshelburne.ca

Subcontractors

Proponents are responsible for obtaining Municipality's permission prior to hiring a subcontractor. The Municipality may, for reasonable cause object to the use of a proposed subcontractor and require the Proponent to employ another subcontractor.

All subcontractors employed by the proponent will be subject to the same terms and conditions of the Contract, and will be under the supervision and control of the Proponent. Nothing contained in the Contract shall create a contractual relationship between the Municipality and subcontractor.

Contract

The successful Proponent shall enter into a contract within 10 days of award. Except as expressly and specifically permitted in these instructions to proponents, no proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP and by submitting a proposal, each proponent shall be deemed to have agreed that it has no claim.

Unless otherwise noted in previous sections, the contract will be terminated for any of the following reasons:

- a) Unsatisfactory performance of work,
- b) Conduct detrimental to the Municipality,
- c) Lack of response to work requests,
- d) Evidence of Collusion,
- e) An existing or recent business or personal relationship which could be perceived as causing a conflict of interest.
- f) Becoming insolvent or has filed against a Petition in Bankruptcy or makes an Assignment for the benefit of Creditors or it a Receiver is appointed for its assets.

Notice to Perspective Proponents

- a) The information contained in this RFP is supplied solely as a guideline for proponents. While every reasonable attempt has been made to ensure its accuracy, the Municipality does not guarantee or warrant its accuracy, nor is it necessarily comprehensive.
- b) By submitting a response to the RFP, the Proponent represents and warrants that such bid is genuine and not false and collusive or made in the interest or in behalf of any person therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.

- c) If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be liable to the Municipality for all loss or damage which the Municipality may suffer thereby; and the Municipality may advertise for a new contract and for said labour, supplies, materials, equipment or service. Unauthorized conditions, limitations or provisions attached to an RFP may cause its rejection.
- d) The Proponent, by submitting a bid, shall represent and warrant that he / she has sufficiently informed themselves in all matters affecting the performance of the work or the furnishing of the labour, supplies, materials, equipment, or service called for in the quotation documents; that he/she has checked their bid for errors and omissions; that the amounts stated in his/her bid are correct.
- e) If a written agreement cannot be negotiated within 10 days of notification to the proponent(s) initially selected, the Municipality may, at its discretion, terminate negotiations with the proponent(s) and either negotiate a contract with the next highest qualified proponent or cancel the RFP process and not enter into a contract with anyone regarding the RFP.

Procurement of Additional Services

The Municipality may procure services from additional Proponents under the following circumstances:

- a) If the project scope is outside the scope of services, as deemed by the Municipality;
- b) If the project is being performed on behalf of a Village or another municipal unit, that Village or municipal unit may invite one service provider of its choosing to bid on that project;

Proponent Responsibilities

- a) The offer must be signed by the person(s) authorized to sign on behalf of the company and binds the company to the statements made in the proposal.
- b) The Proponent shall confirm in their submission that the Proponent agrees to abide by the terms and conditions outlined in the RFP. Submissions which do not have this confirmation will not be considered.
- c) Proposed subcontractors and or consultants must be listed with attached resumes. A joint proposal submission must indicate which Proponent has overall responsibility for the offer. If a Proponent wishes to submit alternative options, each option is to be submitted as a separate proposal.
- d) The Proponent is entitled to amend its proposal at any time before the closing time. After the closing time, the consultant will not change the wording or content of its proposal and no words will be added to or deleted from the proposal, including

changing the intent or content of the presentation of the proposal, unless requested by the Municipality.

- e) The Proponent shall not transfer responsibility to meet the obligations of the contract to a third party without the written consent of the Municipality.
- f) Proponents are solely responsible for their own expenses in preparing the proposal, presentation of the proposal, and any travel costs incurred in presentation and/or interviews and negotiating a contract.
- g) It is the Proponents responsibility to ensure that their submission is complete and is delivered to the Municipality by the date and time indicated. Proposals submitted after the above noted time shall be returned unopened.
- h) Except as expressly and specifically permitted in these instructions to proponents, no proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP and by submitting a proposal, each proponent shall be deemed to have agreed that it has no claim.

Data

All data materials, and information collected and work products created either directly for, or in support of the work outlined in the RFP is the property of the Municipality.

The successful Proponent is expected to submit digital copies of all work completed to the Chief Administrative Officer or their designate.

The consultant shall not be permitted to publish or in any way use said information without the expression or final approval of the Municipality of the District of Shelburne.

Quotations & Payment

Prices must be in Canadian funds, and shall include all handling, freight, duty, and any other charges, which are applicable at time quotation is awarded. It is the responsibility of the Proponent to find out from the appropriate authorities what rates and charges are applicable to this quotation.

HST

The quoted prices must clearly show the Harmonized Sales Tax as a separate item from the total price submission.

Insurance and WCB

The Proponent must provide the Municipality with a copy of a “Certificate of Professional Liability Insurance” prior to commencement of the work. The General Liability Insurance minimum will be one million dollars (\$1,000,000.00) with The Municipality of Shelburne named as additional insured.

The Proponent acknowledges that he/she is an independent Contractor and shall, indemnify, protect and save harmless The Municipality of Shelburne, its agents and employees from all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Proponent, its agents or employees of the materials and/or performing of the services covered by this RFP. The Vendor remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

It is also expected that bidders shall be in good standing with the Workers’ Compensation Board of Nova Scotia at all times when providing the service outlined herein or, if exempt, provide written proof thereof.

Inquiries/Contact/Addenda

All inquiries about the RFP must be directed to MDS at least five (3) business days prior to the submission date, (through e-mail, which receipt shall be confirmed) to:

Adam Dedrick, Director of Recreation & Parks: adam.dedrick@municipalityofshelburne.ca

Copies of all questions and answers and any addenda will be uploaded to the Provincial Procurement Website no later than three (3) business days prior to the Final Submission date.

Only formal written responses to properly submitted questions will be binding on the Municipality.

All responses by the Municipality (addenda) will form part of the Request for Proposal process.

Vendors may be advised by addenda, via the website at <https://procurement-portal.novascotia.ca/tenders>, required additions, deletions or alterations in the requirements of the Request for Proposal documents. It is the responsibility of the vendor to check the website to ensure all information has been obtained. All such changes shall become an integral part of the Request for Proposal documents and shall be allowed for in arriving at the total submission price.

Notification

Submissions will be assessed, and proponents may be contacted to answer questions or to present their proposal. The unsuccessful respondents will be informed in writing.

Contract Award

The award of this RFP is conditional upon the successful respondent entering into an agreement to perform the services and other obligations as required by this RFP.

The successful proponent shall be notified by email of the acceptance of their proposal.

The awarding of any contract as a result of this RFP shall be at the sole discretion of the Municipality. The Municipality reserves the right to either award a contract to the most effective proponent as determined by the evaluation criteria or not to make an award if none of the proposals received represents an acceptable level of value and risk in the opinion of the Municipality.

In the event that the Municipality and a successful proponent are unable to finalize and enter into a contract within ten (10) days of the evaluation committee notifying the successful proponent, the evaluation group shall have the right to revisit the proponent evaluations and enter into negotiations with the next highest scored proponent for the award of the contract. There will be no further responsibility to the original successful proponent with whom a contract could not be finalized.

The Municipality reserves the following rights:

- To reject any proposal not meeting the requirements outlined in the RFP document.
- To reject any or all proposals if deemed unsatisfactory.
- To accept or reject any or all proposals, or to accept any proposal deemed most satisfactory and in the best interests of the Municipality, which shall be determined at the sole, unfettered discretion of the Municipality.
- To waive formality, informality, or technicality in any proposal of a non-material nature.
- To enter into negotiations with another of the proponents submitting a proposal prior to a final award;

- The lowest priced proposal, or any proposal, will not necessarily be accepted.
- The right to cancel this RFP at any time.

Appendix A: Jordan River Bridge Photos

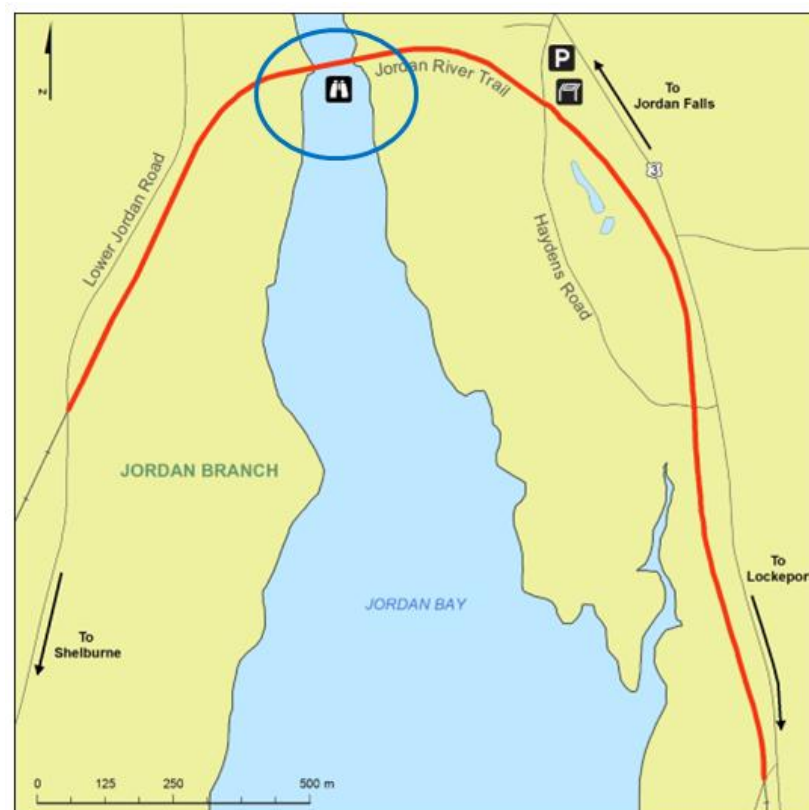
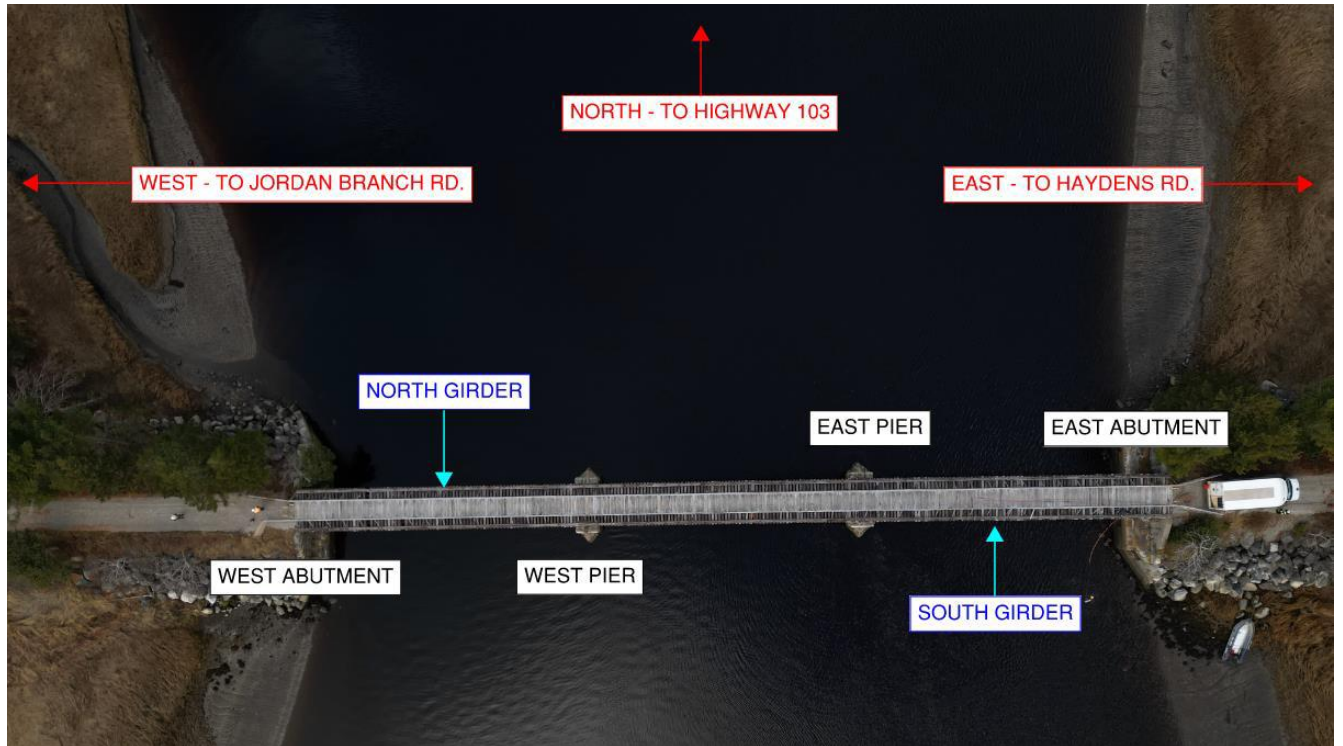




Photo 1: General view – south face.



Photo 2: General view – north face.



Photo 4: East approach with damaged hazard sign.



Photo 5: West approach.



Photo 6: West abutment, south side.



Photo 7: West abutment, north side.



Photo 30: Areas of complete section loss in web, near west pier at north side of bridge.



Photo 31: Areas of complete section loss in web, near east pier at north side of bridge.