Municipality of Shelburne

Naturally Yours

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

REGULAR SESSION OF THE 52nd COUNCIL
OF THE
MUNICIPALITY OF THE DISTRICT OF SHELBURNE
May 10, 2023 | 6:00 PM
AGENDA

	TIME	PAGES
1. Call to Order		
2. Approval of Agenda		
a. May 10, 2023		
3. Approval of Minutes		
a. April 26, 2023		**1-7**
4. Business Arising		
5. Recreation		
a. Office 123 Storage Options – Adam Dedrick		**9-14**
6. Finance		
a. Asset Retirement Obligation Policy #54 – Michelle Williams*		**15-21**
7. Operations & Protective Services		
a. Regional Emergency Management Organization (REMO) Agreement – Marcia d'Eon*		**22-44**
b. Fees and Charges Policy Amendment – Marcia d'Eon*		**45-50**
c. Monthly Building Report – April 2023 – Information Only		**51**
8. Economic & Community Development		
a. Shelburne Events Committee – Val Kean*		**52-57**
b. Leasing Office Space – 136 Hammond Street – Val Kean*		**58-68**
9. Committee Reports/Warden's Update		
a. Committee Reports		
b. Warden's Update		
10. In-Camera		
a. Contract Negotiations as per MGA Section 22 (2) (e)*		
b. Legal Advice as per MGA Section 22 (2) (g)*		
c. Personnel Matters as per MGA Section 22 (2) (c)		
11. Adjournment		

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REGULAR SESSION OF THE 52nd COUNCIL
OF THE
MUNICIPALITY OF THE DISTRICT OF SHELBURNE
Wednesday, April 26, 2023

The Virtual Regular Session of the 52nd Council of the Municipality of the District of Shelburne was held on Wednesday, April 26, 2023, at 6:00 pm via Microsoft Teams.

THOSE IN ATTENDANCE:
Warden Penny Smith
Deputy Warden Dale Richardson
Councillor Doris Townsend
Councillor Sherry Thorburn Irvine
Councillor Anthony Gosbee
Councillor Heidi Wagner
Councillor Ron Coole
Warren MacLeod, CAO

ALSO IN ATTENDANCE:
Chana Ross, Executive Assistant
Erin Hartley, Deputy CAO
Adam Dedrick, Director of Recreation & Parks
Members of the Public

1. **CALL TO ORDER:**

The meeting was called to order at 6:00 pm. Everyone was welcomed to the virtual meeting by Warden Smith, who also advised that the Municipality is hopeful that an in-person meeting can be held at the new municipal building soon.

2. **WARDEN'S BUDGET 2023/24 ADDRESS:**

Warden Smith read aloud the Warden's Budget Address outlining continued plans and priorities for the upcoming year. The following priorities will enable the Municipality to invest in current and future projects through operating and capital budgets. Initiatives for this fiscal year include Infrastructure, Planning, Economic and Community Development, and Health Care. The full document can be found on our website.

Warden Smith thanked her fellow Councillors and staff for their work on this budget.

3. APPROVAL OF AGENDA:

a. April 26, 2023

3(a) **MOTION: APPROVAL OF AGENDA – April 26, 2023**

Being duly moved and seconded, be it resolved that the Agenda for April 26, 2023, be approved as circulated.

— **MOTION CARRIED**

4. APPROVAL OF MINUTES:

a. April 12, 2023

4(a) **MOTION: APPROVAL OF MINUTES – April 12, 2023**

Being duly moved and seconded, be it resolved that the Minutes of April 12, 2023, be approved as circulated.

— **MOTION CARRIED**

5. BUSINESS ARISING:

There was no business arising.

6. PROCLAMATION:

a. Lyme Disease Awareness Month – Warden Smith

6(a) Warden Penny Smith read the Lyme Disease Awareness Month Proclamation, formally declaring May as Lyme Disease Awareness Month in the Municipality of the District of Shelburne.

7. PRESENTATION:

a. Brighter Days Capital Campaign – Volunteer Campaign Cabinet – Tim O'Regan, Co-Chair & Paul Snow, Pace Setting Committee

7(a) Council and the presenters introduced themselves.

A new addition is being constructed to South Shore Regional Hospital, which currently serves Lunenburg, Queens, and part of Shelburne County. The facility will expand two stories to accommodate an Emergency Department, Ambulatory Care, Endoscopy and Dialysis Units, and four ambulance bays. There will be a single-story addition to accommodate a new MRI suite and minor additions to accommodate essential mechanical and electrical improvements. This project will cost $115.7 million to complete.

The redevelopment project will create approximately 60-80 new permanent jobs in the community. In addition to maintaining its "Regional Hospital" status, the development of a modern regional healthcare facility will increase the attractiveness of Lunenburg and Queens Counties to prospective residents. Construction will positively impact the region's economy since 300 construction workers work on-site

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daily. The campaign is seeking financial assistance from local municipalities. A proposed contribution of $25,000.00 over five years has been requested by the campaign from the Municipality of the District of Shelburne.

Discussion was held regarding the project and contributions from neighbouring municipalities. As noted, the Municipality of the District of Lunenburg will contribute $200,000.00, the Queens Region $100,000.00, and the Town of Bridgewater may contribute an additional $140,000.00. Staff will prepare a report on their request to be presented at a future Council meeting.

Council thanked the presenters for their presentations.

8. RECREATION:

- **a.** RFP Award – Natural Play Space Welkum Park
- **b.** Welkum Park Floating Dock Sale

8(a) Adam Dedrick, Director of Recreation and Parks, presented Council with the RFP Award – Natural Play Space Welkum Park staff report.

Two proposals were received and scored. Proposals were scored based on five factors: adherence to submission requirements, ability to complete the scope of work, timeline, experience/quality of work and price.

Dirt Road Contracting met all requirements of the RFP and provided a high value for the price. They were able to include all requested parts of the play space using natural materials, with the ability to complete the project within the required timeline. A reference check indicated a high quality of work and positive feedback overall within the required timeline. A reference check showed a high rate of work and positive feedback overall.

Proponent	**Price**	**Average Score/100**
Dirt Road Contracting Limited	$47,000.00 plus HST	96.50
Tessier Recreo-Parc	$46,287.17 plus HST	67.75

Discussion was held regarding holding a celebratory event. Due to project completion timelines, Mr. Dedrick noted that such an event will occur in Spring 2024.

MOTION: RFP AWARD – NATURAL PLAY SPACE WELKUM PARK

Being duly moved and seconded, be it resolved that the Council of the Municipality of the District of Shelburne award the Natural Play Space at Welkum Park RFP to Dirt Road Contracting Limited for the amount of $47,000 plus HST.

- **MOTION CARRIED**

8(b) Adam Dedrick, Director of Recreation and Parks, presented Council with the Welkum Park Floating

Dock Sale staff report.

With the purchase of a new dock, the old dock can be sold by tender. The dock consists of four separate connected sections that form an "L" shape. Each section is made of wooden deck boards and floating dock pipes. The dock is approximately 40 feet long, with each section 6-8 feet wide and 12 feet long.

To determine the value of the dock, a company that sells docks was contacted, and they provided an estimated range, with $4,000 being the minimum. The tender will include the requirement that the removal of the dock and any associated cost is the buyer's responsibility. The minimum bid will be $4,000, with the dock awarded to the highest bidder. If approved, the tender will be open for bids in the first two weeks of May.

Discussion was held regarding the possibility of keeping the dock system for future use and staff will explore this option.

9. ADMINISTRATION:

- **a.** Council Videoconferencing Policy – Amendment
- **b.** Planning RFP
- **c.** RCMP Back Pay Press Release and Resolution

9(a) Erin Hartley, Deputy CAO, presented Council with the Council Videoconferencing Policy – Amendment staff report.

A draft of the amended policy has been circulated to Council via email on Friday, April 14, 2023, to meet MGA notice requirements. Section 9 was amended to reflect changes related to the ability to participate virtually.

MOTION: COUNCIL VIDEOCONFERENCING POLICY – AMENDMENT

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

- **MOTION CARRIED**

9(b) Warren MacLeod, CAO, presented Council with the Planning RFP staff report.

After the Province updated its planning regulations, the Municipality has been given until December 31, 2024 (or another date, as the Province may agree) to comply with them. During discussions with other regional municipalities, the Municipality of the District of Clare (MODC) was identified as in the same position as the Municipality of the District of Shelburne (MODS). It would have to update its Land-Use Bylaw and Municipal Planning Strategy. As a result of consultations with the Province and MODC, it has been determined that a joint RFP between MODS and MODC will assist both applicants for potential funding from the Provincial Municipal Innovation Program (MIP). It is anticipated that the Planning RFP will also include recommendations for renewable energy best practices.

Discussion was held regarding the importance of this initiative and best practices.

MOTION: PLANNING RFP

Being duly moved and seconded, be it resolved that the Council of the Municipality of the District of Shelburne authorize the CAO to issue the attached Planning RFP in partnership with the Municipality of the District of Clare and that in the event minor modifications are required to be made to the Planning RFP, that the CAO be authorized to make such modifications.

- MOTION CARRIED

9(c) Warren MacLeod, CAO, presented Council with the RCMP Back Pay Press Release and Resolution.

The Federation of Canadian Municipalities (FCM) recently issued a statement responding to the Federal government's decision to pass unbudgeted and unaccounted-for RCMP costs onto municipalities without consulting or engaging local governments in the discussions and negotiations. This statement further outlined FCM's position that this situation cannot occur again and was dispatched to all FCM members. FCM requested that municipalities release a press release outlining their stance on this matter, pass a resolution opposing this decision, and continue advocating for FCM and municipalities. At the April 12, 2023, Council Meeting, staff were directed to draft a press release and resolution to bring to the next meeting. Staff prepared these documents with stronger wording than what was initially proposed by FCM.

Discussion was held, and it was noted that this would unprecedentedly impact municipal governments and should be addressed at the Provincial level.

RESOLUTION: PRIORITIZING MUNICIPAL INPUT IN FUTURE RCMP CONTRACT POLICING DECISIONS

WHEREAS, The Government of Canada has made the decision in Budget 2023 to make municipalities responsible for all retroactive costs stemming from the latest RCMP collective bargaining agreement; and

WHEREAS, These extraordinary one-time costs, which in some jurisdictions amount to millions of dollars, will cause significant hardship for communities and residents across the country and were negotiated without meaningful consultation or a seat at the table for the municipalities responsible for paying the bill; and

WHEREAS, Municipal governments are already paying a growing share of policing costs, but unlike other orders of government, cannot run deficits to spread out the impact of these extraordinary one-time sums, and have limited revenue tools; and

WHEREAS, the Municipality of the District of Shelburne has now been placed in a difficult position whereby it will have to decide whether or not the funds be paid from the Municipality's operating

reserve or incorporated into future annual budgets that may impact the Municipality's service offerings to residents; and

WHEREAS, Going forward, it is critical that the Municipality works in partnership with the Federation of Canadian Municipalities to proactively engage in any forthcoming processes related to contract policing to prevent this occurring again; therefore

BE IT RESOLVED that the Municipality of the District of Shelburne joins the Federation of Canadian Municipalities in calling on the federal government to commit to ensuring that local governments are meaningfully consulted, fully informed, and at the table on issues related to policing costs given the municipal role in keeping our communities safe; and

BE IT FURTHER RESOLVED that the Municipality of the District of Shelburne will convey this support in writing to local Members of Parliament.

- RESOLUTION CARRIED

It was also agreed that the press release be issued after the Warden's comments were received.

10. OPERATIONS & PROTECTIVE SERVICES:

a. Monthly Building Report – March 2023

10(a) Council reviewed the Monthly Building Report for March 2023 for information purposes.

11. OTHER:

a. Discussion Regarding a Joint Letter with the Five Shelburne County Municipal Units – Advocating for Court Services

11(a) Warren MacLeod, CAO, advised of the other Shelburne County municipal units' request to write a joint letter to send to the Minister advocating for Court Services within the county.

Discussion was held regarding the importance of Court Services as an essential service.

MOTION: JOINT LETTER ADVOCATING FOR COURT SERVICES IN SHELBURNE COUNTY

Being duly moved and seconded, be it resolved that the Council of the Municipality of the District of Shelburne write a joint letter with the other four municipalities in Shelburne County to advocate for Court Services to remain in the county.

- MOTION CARRIED

12. COMMITTEE REPORTS/WARDEN'S UPDATE:

a. Committee Reports
b. Warden's Update

12(a)Deputy Warden Richardson attended a New Building Committee meeting the previous week. It was noted that the new Council meeting software and technology are complicated and require in-depth training before being ready.

Councillors Wagner and Coole noted that they attended the RCMP Advisory Committee, and it was noted that there is a community RCMP meeting to be held on July 20, 2023, at 6:00 pm at the Lockeport Fire Hall. All are welcome. This item will be included in the following municipal newsletter.

12(b) Warden Smith advised that she attended the following events:

- Shelburne County Mental Health and Wellness meeting - April 18, 2023
- EMO meeting – April 25, 2023
- District 33 Winery Tour – April 26, 2023

13. <u>ADJOURNMENT:</u>

There being no further business, the meeting was adjourned at 7:21 pm. The next Council meeting will be held on Wednesday, May 10, 2023.

Chana Ross
Recording Secretary

_____
Date

_____
Penny Smith, Warden

_____
Erin Hartley, Deputy Chief Administrative Officer

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Municipality of the District of Shelburne
May 10, 2023 - Council Meeting
MOTIONS

6(a) ASSET RETIREMENT OBLIGATION POLICY #54

Be it resolved that the Council of the Municipality of the District of Shelburne approve the attached Asset Retirement Obligation Policy.

7(a) REGIONAL EMERGENCY MANAGEMENT ORGANIZATION (REMO) AGREEMENT

Be it resolved that, as recommended by Shelburne County East Emergency Measures Organization (SCEEMO), the Council of the Municipality of the District of Shelburne approve the attached Regional Emergency Measures Operations (REMO) Agreement to enter into a shared EMO services with all five (5) Shelburne County municipal units; and

That the Council of the Municipality of the District of Shelburne authorizes the Warden and/or CAO to sign the REMO Agreement.

7(b) FEES AND CHARGES POLICY AMENDMENT

Be it resolved that the Council of the Municipality of the District of Shelburne approve the attached Fees and Charges Policy as amended.

8(a) SHELBURNE EVENTS COMMITTEE

Be it resolved that the Council of the Municipality of the District of Shelburne adopt the Events Committee as a Committee of Council and appoint the following community member representatives, Brendan Pippy, Jamie Matthews, Angie Shand, Christina Sears, Sylvia Bell, Danyele Rapp, Deana Hickey, Erika Goulden; and

That the Municipality of the District of Shelburne approve the attached Terms of Reference for the Events Committee; AND,

That the Municipality of the District of Shelburne appoint _____ as the Council representative and _____ as the alternate to sit on the Events Committee.

8(b) LEASING OFFICE SPACE – 136 HAMMOND STREET

Be it resolved that the Council of the Municipality of the District of Shelburne authorize the Chief Administrative Officer to lease office space at 136 Hammond Street, based on the following rates: Commercial -$16.00 per usable square footage, payable in equal monthly payments or annually, and Not-for-Profit - $1.00/annually for total square footage; and

That the Municipality of the District of Shelburne authorizes the Chief Administrative Officer to adjust the language and/or terms of the drafted lease agreement, if required.

STAFF REPORT

5(a)

To:	Council
From:	Adam Dedrick, Director of Recreation & Parks
Approved by:	Warren MacLeod, Chief Administrative Officer
Date:	May 10, 2023
Subject:	Office 123 Storage Options

Origin
To accommodate the need for additional storage in the new municipal administration building, a proposal outlining storage options for Office 123 was requested by the CAO.

Recommendation
For information purposes only. This report is for Council to consider in their decision making.

Background
As a result of the move to the new municipal building, it has been discovered that additional storage is required. The room that can accommodate additional storage is Office 123, also known as the future development space or the flex space. It is approximately 23.5 feet wide by 26 feet in length. Storage will primarily be occupied by the Recreation Department for programs materials and supplies and the Economic Development Department for event supplies and promo items. Audio/visual equipment will also be stored.

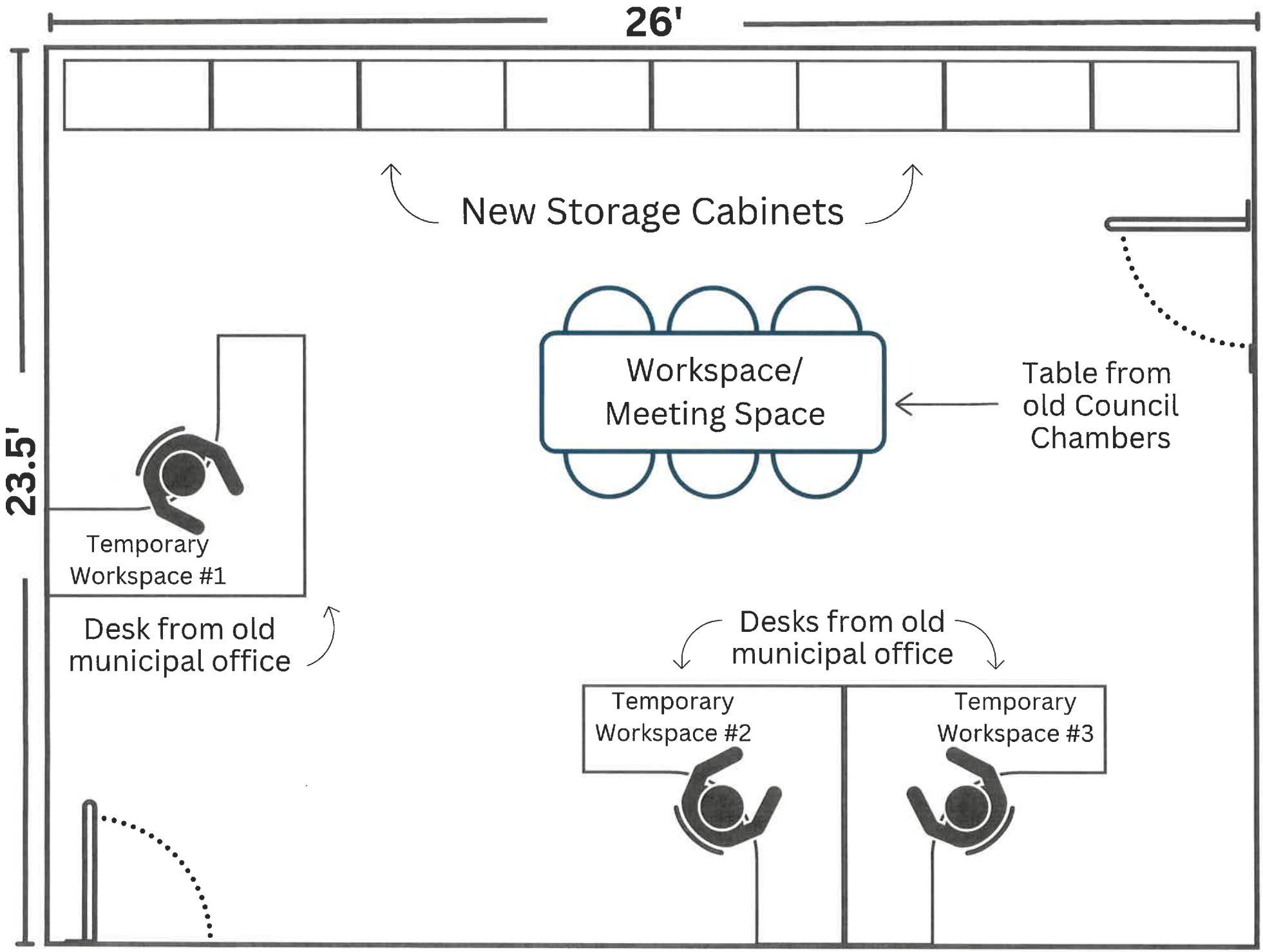
Discussion
Office 123 will be used as an office space for temporary or seasonal staff but can also be utilized as an alternate meeting space (see Layout Concept). After assessing and measuring the room it was determined that storage cabinets along the inside wall would meet the current and future storage needs. Based on the available space and dimensions of the cabinets required there would be enough space for 8-9 cabinets. This would still allow room for desks and even space in the middle for a table and chairs, which could be utilized as another workspace or a place to meet.

The following table shows three different options for cabinets to consider. One is a custom-made option that includes assembly and installation and the other two are prefabricated and require assembly. All the options have different factors to consider such as fit, capacity, assembly requirements, quality, size, aesthetics and timeline.

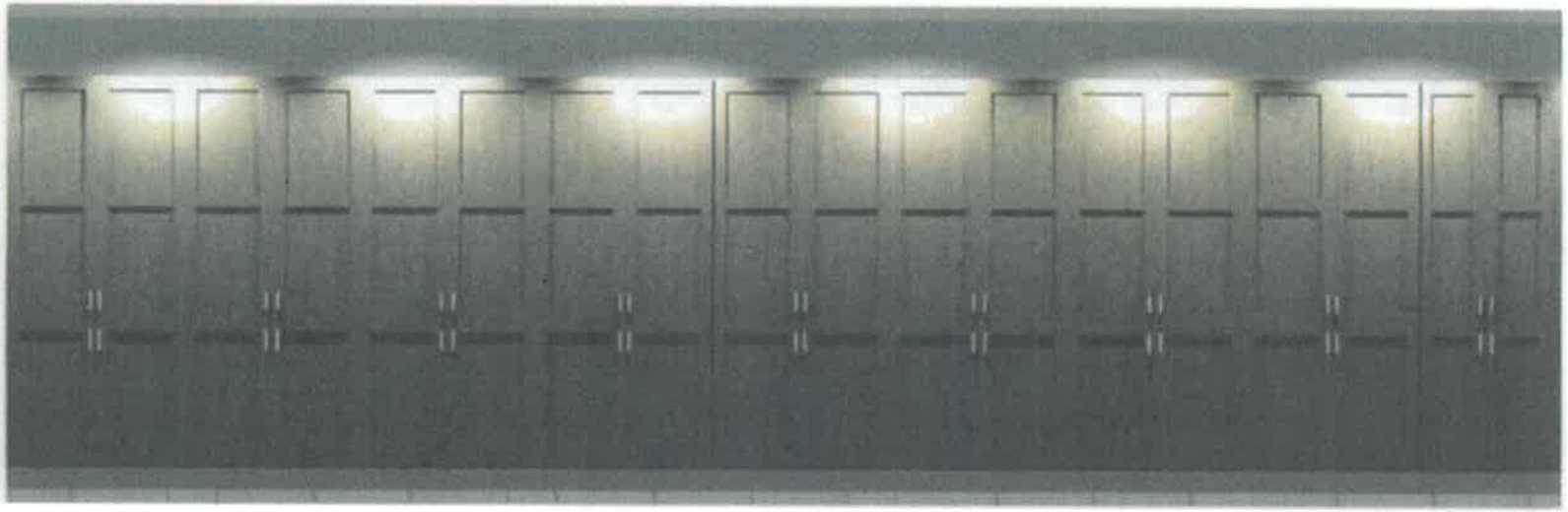
Options		Details	Cost	Consider:
Custom	Woodworkers Home Hardware	-36" W x 24" D x 84" H -9 cabinets total -color: we can decide the stain -6 adjustable shelves -doors are solid wood, cabinets made of MDF (medium density fibreboard) -timeline: 10 weeks for delivery and installation	$10,950 + 4.29% HST **=$11,419.76**	-no assembly required; -custom fit; utilizes all wall space -large size -meets storage requirements -higher cost -extended timeline - aesthetically appealing -longevity
Assembly Required	Uline	-36" W x 22" D x 72" H -8 cabinets total -color: gray -durable laminate surface -impact-resistant PVC edges -locking doors for storing valuables -5 adjustable shelves -timeline: 2-3 weeks shipping plus assembly	$5,744.00 + $717.69 Ship + 4.29% HST **=$6,738.90**	-assembly required -adequate size; -reasonable cost -short timeline -lower quality
	Wayfair	-37.5" W x 15.4" D x 74.3" H -8 cabinets total -color: white -5 adjustable shelves -manufactured wood/particle board -timeline: 1 week shipping plus assembly	$5,039.92 + 4.29% HST **=$5,256.13**	-assembly required -adequate size -meets storage requirements -reasonable cost -reasonable timeline -lower quality

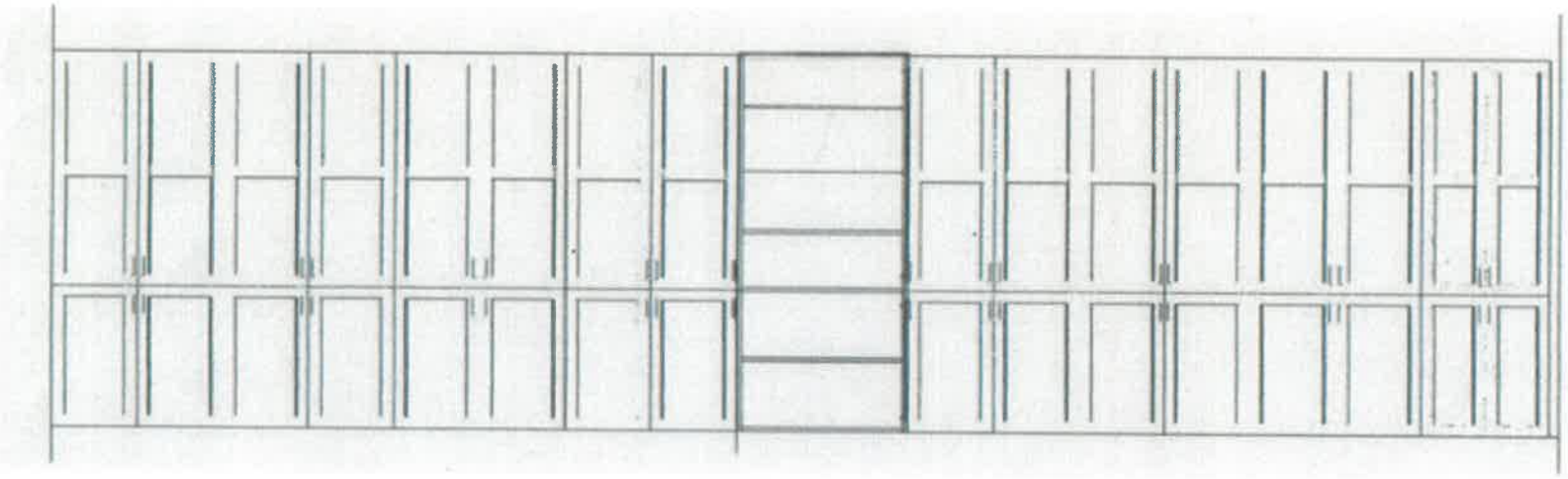
Budget Implications
To be taken from MDS Building Maintenance GL 00-21260-315

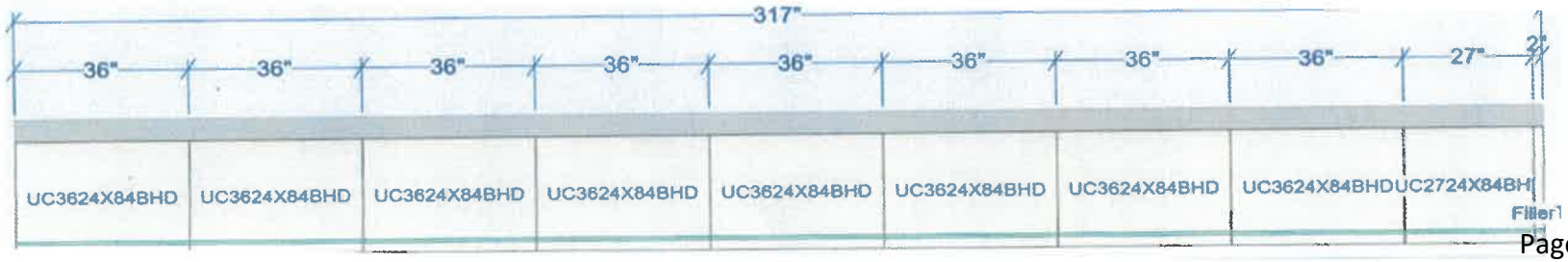
Attachments
-Layout Concept for Office 123
-Storage Cabinets Options Visuals


26'
23.5'
New Storage Cabinets
Workspace/
Meeting Space
Table from
old Council
Chambers
Temporary
Workspace #1
Desk from old
municipal office
Desks from old
municipal office
Temporary
Workspace #2
Temporary
Workspace #3

Woodworkers 36" W x 24" D x 84" H







Uline 36” W x 22” D x 72" H

Wayfair 37.5" W x 15.4" D x 74.3" H

STAFF REPORT

To:	Council
From:	Michelle Williams, Director of Finance
Approved by:	Warren MacLeod, Chief Administrative Officer
Date:	May 10, 2023
Subject:	Asset Retirement Obligation Policy #54

ORIGIN

The Municipality of the District of Shelburne (MODS) has retained AIM Network to coordinate an assessment of assets to determine Asset Retirement Obligations (ARO) in compliance with Public Sector Accounting Board (PSAB) section PS 3280 *Municipal Asset Retirement Obligations*.

RECOMMENDATIONS

THAT Council of the Municipality of the District of Shelburne approve the attached Asset Retirement Obligation Policy.

DISCUSSION

The Municipality of the District of Shelburne (MODS) has retained AIM Network to coordinate an assessment of assets to determine Asset Retirement Obligations (ARO) in compliance with Public Sector Accounting Board (PSAB) section PS 3280 *Municipal Asset Retirement Obligations*.

Under the standard, an ARO is defined as "*a legal obligation associated with the retirement of a tangible capital asset*". These legal obligations are measured as the cost to retire, dismantle or remove an asset at the date that it is permanently removed from service. The municipality must be compelled to do so through legislation, bylaw, regulation, contract or other binding commitment for it to fall under the scope of this section. Permanent removal from service indicates that there will no longer be expected future economic or functional benefits from the asset, excluding routine replacement of assets that are maintained, including life cycle maintenance of certain components of bridges, roads and sewer systems that are not normally removed permanently from service.

A series of guidance documents developed by the Province of Nova Scotia Department of Municipal Affairs and Housing Municipal Finance Office have been used as guidance documents in the application of these criteria.

A municipality is not required to recognize an ARO for assets it does not control unless the municipality has **legally** assumed the retirement obligation of a non-controlled asset as a matter of public policy or public well-being.
Remediation of contaminated sites remains under Section PS 3260 *Liability for Contaminated Sites* and potential contaminated sites are not included under this assessment. Any assets with liabilities under this section shall continue to be documented under previous documentation under PS 3260.
In interpreting this report, readers should be mindful of the difference between financial reporting required under this standard and asset management projections produced for the purposes of capital planning and reserve funding for asset renewal:
Financial reporting under PS 3280: The intent of this reporting is to generate present values for annual balance sheets that document the current assets and liabilities related only to future costs anticipated from legal or policy obligations when an asset is decommissioned from service. This report fulfills this obligation with an estimate of future costs and timeframes under these requirements. Financial reporting considers 100% of the future costs, amortized over the expected remaining life of the asset.
Asset management planning under federal / provincial gas tax agreements: The intent of asset management planning reporting is to estimate future cash flows that will be required for continued service delivery, regardless of whether an asset is replaced, retained or decommissioned based on the expected useful life of an asset. Cash flow estimates consider contributions from funding streams from federal and provincial sources.
MODS has developed capital replacement estimates under previous work to develop an asset management program and capital plan. Future projections were developed based on the following general assumptions:

a) Asset replacement is based on a risk weighted anticipated useful life.
b) Future costs are based on current costs, adjusted by estimated long term inflation rates.
c) Salvage value is estimated conservatively to be zero.
d) Removal costs are estimated at ten percent of construction costs
e) Design costs (engineering, architecture and inspection) are estimated at fifteen percent of construction costs.
f) Contingency for unknowns, future changes to service requirements and variability in base rate assumptions are estimated at thirty percent.
g) Future cash flows from municipal sources are estimated as the net requirement considering funding from provincial and federal sources.

Where environmental hazard and legislative review under this report has identified additional future retirement obligations, those future costs are incorporated into the asset management capital projections as negative salvage values to represent a future incurred cost for cash flow projections.

ATTACHMENTS
Asset Retirement Obligations Policy #54

PURPOSE

The objective of this Policy is to define the accounting processes for asset retirement obligations (ARO) so that readers of the financial report can interpret information about these assets, and their end-of-life obligations. The principal issues in accounting for ARO's is the recognition and measurement of these obligations.

BACKGROUND

The Municipality of the District of Shelburne shall account for and report on asset retirement obligations (ARO) in compliance with the Public Sector Accounting Board (PSAB) Handbook, section 3280.

POLICY

1. This Policy applies to all departments, branches, boards and agencies falling within the reporting entity of the Municipality of the District of Shelburne, that possess asset retirement obligations including:
    - Assets with legal title held by the Municipality
    - Assets controlled by the Municipality

    The policy applies to all applicable assets, including those that have not been capitalized or recorded as a tangible capital asset for financial statement purposes.
2. Existing laws and regulations require public sector entities to take specific actions to retire certain tangible capital assets at the end of their useful lives. This includes activities such as removal of asbestos, and retirement of landfills. Other obligations to retire tangible capital assets may arise from contracts or court judgments, or lease arrangements.
3. The legal obligation, including obligations created by promises made without formal consideration, associated with retirement of tangible capital assets controlled by MODS, will be recognized as liability in the accounting books in accordance with PS3280 which will be adopted starting April 1, 2022.
4. Asset retirement obligations result from acquisition, construction, development or normal use of the asset. These obligations are predictable, likely to occur and unavoidable. Asset retirement obligations are separate and distinct from contaminated site liabilities. The liability for contaminated sites is normally resulting from unexpected contamination exceeding the environmental standards. Asset retirement obligations are not necessarily associated with contamination.

POLICY REQUIREMENTS

a. Recognition
   i. A liability should be recognized when, as at the financial reporting date:
      a) there is a legal obligation to incur retirement costs in relation to a tangible capital asset;
      b) the past transaction or event giving rise to the liability has occurred;
      c) it is expected that future economic benefits will be given up; and
      d) a reasonable estimate of the amount can be made.
   ii. A liability for an asset retirement obligation cannot be recognized unless all the criteria above are satisfied.
   iii. The estimate of the liability would be based on requirements in existing agreements, contracts, legislation or legally enforceable obligations, and technology expected to be used in asset retirement activities.
   iv. The estimate of a liability should include costs directly attributable to asset retirement activities. Costs would include post-retirement operation, maintenance and monitoring that are an integral part of the retirement of the tangible capital asset.
   v. Directly attributable costs would include, but are not limited to, payroll and benefits, equipment and facilities, materials, legal and other professional fees, and overhead costs directly attributable to the asset retirement activity.
   vi. Upon initial recognition of a liability for an asset retirement obligation, MODS will recognize an asset retirement cost by increasing the carrying amount of the related tangible capital asset (or a component thereof) by the same amount as the liability. Where the obligation relates to an asset which is no longer in service, and not providing economic benefit, or to an item not recorded by MODS as an asset, the obligation is expensed upon recognition.
   vii. The capitalization thresholds applicable to the different asset categories will also be applied to the asset retirement obligations to be recognized within each of those asset categories.

b. Subsequent Measurement

The asset retirement costs will be allocated to accretion expense in a rational and systemic manner (straight-line method) over the useful life of the tangible capital asset or a component of the asset.

On an annual basis, the existing asset retirement obligations will be assessed for any changes in expected cost, term to retirement, or any other changes that may impact the estimated obligation. In addition, any new obligations identified will also be assessed.

c. Presentation and Disclosure

The liability for asset retirement obligations will be disclosed.

d. Roles and Responsibilities of Departments

i. Departments are required to:

a) Communicate with Finance and outside contractors on retirement obligations, and any changes in asset condition or retirement timelines,

b) Assist in the preparation of cost estimates for retirement obligations, and

c) Inform Finance of any legal or contractual obligations at inception of any such obligation.

ii. Corporate Management shall implement the asset retirement obligation policy in accordance with the legal obligation of the Federal and Provincial legislation.

iii. Finance is responsible for the development of and adherence to policies for the accounting and reporting of asset retirement obligations in accordance with Public Sector Accounting Board section 3280. This includes responsibility for:

a) Reporting asset retirement obligations in MODS financial statements and other statutory financial documents,

b) Monitoring the application of this Policy,

c) Managing processes within the TownSuite accounting module,

d) Submitting financial statements for review and comment to the MODS financial auditor, and

e) Investigating issues and working with responsible Departments to resolve issues.

e. Decision Tree

A decision tree to determine applicability of this Policy is attached as Appendix A.

LEGISLATIVE AND ADMINISTRATIVE AUTHORITIES

Public Sector Accounting Board, Public Sector Handbook, Section PS 3280 Asset Retirement Obligations.

DEFINITIONS

Accretion expense is the increase in the carrying amount of a liability for asset retirement obligations due to the passage of time.

Asset retirement activities include all activities related to an asset retirement obligation. These may include, but are not limited to:

- decommissioning or dismantling a tangible capital asset that was acquired, constructed, developed, or leased;
- remediation of contamination of a tangible capital asset created by its normal use;
- post-retirement activities such as monitoring; and
- constructing other tangible capital assets to perform post-retirement activities.

Asset retirement cost is the estimated amount required to retire a tangible capital asset.

Asset retirement obligation is a legal obligation associated with the retirement of a tangible capital asset.

Retirement of a tangible capital asset is the permanent removal of a tangible capital asset from service. This term encompasses sale, abandonment or disposal in some other manner but not its temporary idling.

THIS IS TO CERTIFY that the Council of the Municipality of the District of Shelburne duly passed the policy respecting Asset Retirement Obligations (ARO) on April 26, 2023.

SIGNED this _____day of _____,2023

_____

WARDEN

_____

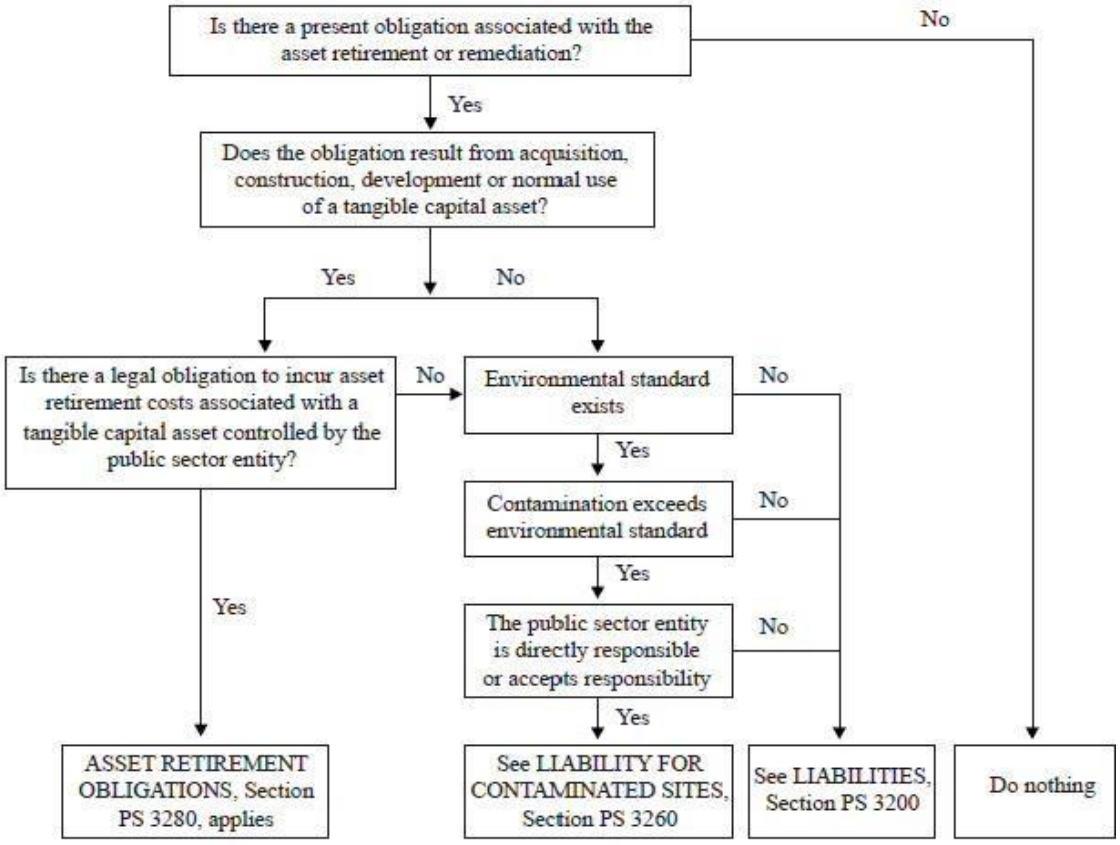
CHIEF ADMINISTRATION OFFICER

Approved by Council: April 26,2023

Effective Date: April 1,2022

Attachment A

Decision tree – Scope of applicability



7(a)

STAFF REPORT

TO: Municipal Council

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

APPROVED BY: Erin Hartley, Deputy CAO

DATE: May 10, 2023

SUBJECT: **Regional Emergency Measures Operations (REMO) - Agreement**

ORIGIN

A request from the Municipality of Barrington to explore Emergency Measures Operations (EMO) at a County-wide level.

RECOMMENDATION

That, as recommended by Shelburne County East Emergency Measures Organization (SCEEMO), the Council of the Municipality of the District of Shelburne approve the attached Regional Emergency Measures Operations (REMO) Agreement to enter into a shared EMO services with all five (5) Shelburne County municipal units; and

That the Council of the Municipality of the District of Shelburne authorizes the Warden and/or CAO to sign the REMO Agreement.

BACKGROUND

Emergency Measures Operations for Shelburne County are currently separated into two areas:

- Shelburne County East, including Town of Shelburne, Town of Lockeport and the Municipality of the District of Shelburne
- Western Shelburne County, including Town of Clarks Harbour and Municipality of Barrington

DISCUSSION

In 2022, discussions related to the Shelburne County REMO structure began. Senior staff and Emergency Management Coordinators met on several occasions to explore and discuss a REMO for the Town of Lockeport, Town of Shelburne, Municipality of the District of Shelburne, Municipality of Barrington, and Town of Clarks Harbour.

Many municipalities of Nova Scotia participate in REMO services. There are clear benefits and efficiencies in having a County-wide REMO Agreement and structure, including staffing, training, depth of knowledge, similar environments, and circumstances, etc.

A REMO Agreement was prepared at the staff level, based on another municipality's agreement, for consideration by the EMO groups. The Shelburne County East Emergency Measures Organization passed a motion at its meeting held on April 25, 2023, to recommend that the REMO Agreement be approved by Council.

The Town of Lockeport Council has passed a motion to accept the REMO Agreement. The Town of Shelburne is taking it to a future Council meeting for consideration. Barrington and Clarks Harbour have both approved the Agreement.

The proposed Shelburne County REMO Agreement is attached for review and consideration.

NEXT STEPS

Work with other units to create new committees, drafting a new emergency management plan, appointing/hiring coordinators, confirming budgets, create joint by-laws, etc.

FINANCIAL IMPLICATIONS

It is anticipated that REMO costs would be comparable to the current SCEEMO costs. REMO costs will be included in the 2024/25 budget discussions.

ALTERNATIVES

Continue with current SCEEMO structure.

ATTACHMENTS

Proposed Shelburne County REMO Agreement

THIS INTERMUNICIPAL SERVICES AGREEMENT made in this ____ day of _____ 2022.

BETWEEN:

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

(**hereafter "Barrington"**)

- and -

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

(**hereafter "District of Shelburne"**)

- and -

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

(**hereafter "Town of Shelburne"**)

- and -

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

(**hereafter "Lockeport"**)

- and -

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

(**hereafter "Clark's Harbour"**)

(collectively, the "parties hereto")

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

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

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

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

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

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

DEFINITIONS

1. In this Agreement:

   (a) **Agreement** means this agreement, as may be amended from time to time;

   (b) **EMA** means *Emergency Management Act*, S.N.S., 1990, c. 8, as amended;

   (c) **Emergency** has the same meaning as in the EMA;

   (d) **Fiscal Year** means the 12-month period beginning April 1 and ending March 31 of the following calendar year;

   (e) **Host Unit** means the PMU authorized by the parties hereto to provide general management and administration of regional emergency services, including, without limitation, accounting, legal, human resource and administrative oversight per this Agreement;

   (f) **MA** means Municipal Administrators, which includes Chief Administrative Officers and Clerks as defined in the MGA or successor legislation as may be enacted from time to time;

   (g) **MGA** means *Municipal Government Act*, S.N.S., 1998, c. 18, as amended;

   (h) **PMU** means participating municipal units to this agreement, being the parties hereto;

   (i) **REMAC** means Regional Emergency Management Advisory Committee, being the Warden or Mayor, as the case may be, and one member of Council of each PMU;

(j) **REMAC** means Regional Emergency Management Coordinator, being the employee or contractor of the Host Unit responsible for preparing annual work plans, budgets, outcome reports and timelines for deliverables;

(k) **REMO** means Regional Emergency Management Organization, being the REMAC, the REMC and the REMPC, and is the municipal emergency management organization of the PMUs pursuant to s. 10 (1) (c) of the EMA;

(l) **REMPC** means Regional Emergency Management Planning Committee, being the committee comprising public sector staff and not-for-profit personnel detailed in Schedule B;

(m) **Special Resolution** means a motion introduced at a duly called meeting that is passed by a majority of the PMUs including Barrington;

(n) **State of Local Emergency** has the same meaning as in the EMA;

(o) **Term** has the meaning defined in Article 28 of this Agreement.

EFFECT

2. The parties hereto agree that this Agreement is effective as at the date first above written and replaces the 7 October 1997 Joint Emergency Services Agreement between the Municipality of the District Barrington and the Town of Clark's Harbour and the Emergency Management Response Agreement between the Municipality of the District of Shelburne, the Town of Shelburne and the Town of Lockeport.

3. The PMUs hereby agree that the provision of services governed by this Agreement shall be managed and delivered by REMO which shall, effective as at the date of execution of this Agreement, commence operations in accordance with the provisions herein.

DECLARING A STATE OF LOCAL EMERGENCY

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

5. If a Council(s) is unable to act promptly under section 15 of the EMA, the Wardens or Mayors, as the case may be, of those municipal units may declare a State of Local Emergency.

6. Once the State of Local Emergency is declared, and when the declared State of Local Emergency involves two or more of the parties to this Agreement, the Wardens and Mayors shall authorize, pursuant to s. 15 (1) (b) of the EMA, REMO to act in his or her stead during the declared State of Local Emergency.

7. When the declared State of Local Emergency is exclusive to one of the parties hereto, that Warden or Mayor, as the case may be, shall authorize pursuant to s. 15 (1) (b) of the EMA, REMO to act in his or her stead under the declared State of Local Emergency.

8. When the declared State of Local Emergency is exclusive to one of the parties hereto, the incremental costs incurred by REMO associated with respect to that specific declaration shall be borne exclusively by the party to which the emergency relates. Where the PMU objects to the assignment of costs, REMAC shall consider an alternate cost-sharing formula, and if not agreed by all parties hereto, the dispute provisions of the Agreement shall govern.

LOCAL AND REGIONAL EMERGENCY MANAGEMENT

9. An Emergency may be declared a State of Local Emergency by the Council or the Warden or Mayor, as the case may be, of the parties hereto in accordance with the EMA regardless of whether the State of Local Emergency is wholly or in part specific to their municipal unit.

10. Per section 10 of the EMA, the parties hereto agree to form and maintain REMAC to advise on emergency management plans.

11. REMAC shall serve in a standing and advisory committee capacity to the PMUs and make joint recommendations to the respective Councils of the PMUs per section 24 of the MGA and section 10 of the EMA.

12. REMAC shall operate in accordance with terms of reference appended hereto as Schedule A.

13. REMAC shall have the authority to approve budget reallocations pursuant to Schedule C of this Agreement if the total budget is not exceeded and an allocation does not involve the acquisition of tangible capital assets or long-term debt.

14. In accordance with s. 10 of the EMA, the REMAC shall act in the stead of the parties' Emergency Advisory Committees. Similarly, a REMPC and REMC will act in place of the municipal committees and coordinators.

15. Each of the parties hereto shall appoint a municipal staff member to serve as a liaison between their respective municipality and the REMPC.

REMO GOVERNANCE

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

PROGRAM ADMINISTRATION

17. REMO shall be administered in accordance with Part II of the MGA. The MA of the Host Unit shall be responsible for the duties assigned to the Host Unit under this Agreement that, without limitation, include management of the REMC and administration of the REMO budgets and financial reporting.

18. The PMUs shall authorize the Host Unit to provide general management and administration of regional emergency services, including, without limitation, accounting, legal, human resource and administrative oversight subject to other provisions herein.

19. The Host Unit will employ or contract a REMC responsible for preparing annual work plans, budgets, outcome reports and timelines for deliverables, prepared and presented to the MAs of the PMUs, then to the Host Unit, and to the REMAC for review and approval.

20. The PMUs agree that the Municipality of the District of Barrington is the Host Unit pursuant to this Agreement for the first Fiscal Year of this Agreement, with any subsequent Host Unit appointment to occur by Special Resolution at the first REMAC meeting of each Fiscal Year.

21. The Host Unit shall:

    (a) procure goods and services, in accordance with the *Public Procurement Act*, 2011, c. 12;

    (b) provide accounting services and reports to the MAs and to REMAC on a semi-annual basis that are in accordance with the Canadian Generally Accepted Accounting Principles, including financial variance reports of actual year-to-date expenditures relative to budget, with provision of said services on a cost-recovery basis with said costs forming part of the REMO budget;

    (c) convene a minimum of two meetings per year of the PMU MAs to review work plans, progress reports, budgets, outcome reports, and financial statements prepared by the Host Unit and the REMC with such meetings to be held in advance of the applicable REMAC meetings; and

    (d) execute contracts, including, without limitation, equipment, facilities, personnel and funding agreements with other orders of government, pursuant to an approved work plan.

REGIONAL EMERGENCY MANAGEMENT COORDINATOR

22. The Host Unit shall employ or contract the services of a REMC on a part-time basis in accordance with this Agreement. The REMC will be an employee or contractor of the Host Unit for payroll, accounting, employment rights and budget administration purposes.

23. The REMC shall be responsible for effective and efficient administration of REMO, including, without limitation:

    (a) development and implementation of a strategy that contemplates plans and operations of the PMUs;

    (b) preparation of an annual work plan;

    (c) preparation of an annual budget per the requisites in the financial provisions herein;

    (d) development and circulation of an annual outcome report; and

    (e) recommendation of policy and management procedures to REMAC and the PMUs in consultation with the REMPC to ensure a state of preparedness for emergencies.

24. The REMC shall report to the MA of the Host Unit or designate.

25. The Host Unit will provide office space for the REMC on a cost-recovery basis while the remaining PMUs will provide as-needed office space *gratis*.

26. The REMC shall develop and provide a work plan for review by the MAs of the PMUs and REMAC in January of each year and every six months thereafter, or more frequently as the PMUs may determine with a minimum of 30 days' notice to the REMC.

REGIONAL EMERGENCY PLANNING COMMITTEE

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

TERM AND TERMINATION

28. The term shall commence on the date of execution of this Agreement and end on 31 March 2023 and shall continue year over year for each Fiscal Year (the "Term") subject to annual reviews for contract adjustments that will be considered by 31 December each year, including without limitation annual adjustments to Schedule D.

29. The parties hereto may elect to terminate this Agreement for any reason at any time on agreement of all parties hereto in writing, without liability, with sixty (60) days' written notice.

30. Upon termination of this Agreement, the current assets of the REMO are vested in the PMUs who are parties to this Agreement at the time of termination and those PMUs are responsible for the liabilities of the REMO in proportion to their accumulated contributions to the REMO.

WITHDRAWAL

31. A PMU may withdraw from this Agreement at the beginning of any Fiscal Year by providing written notice to the other PMUs a minimum of twelve (12) months in advance of the commencement of the Fiscal Year in which they intend to withdraw.

32. Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the REMO incurred up to the date of the withdrawal and any severance, penalty or other costs necessarily incurred by the REMO as a result of the withdrawal.

33. It is further agreed by the PMUs that the remaining PMUs shall not be financially responsible for costs incurred by a withdrawing PMU.

REMO ACTIVATION

34. REMO shall be activated by the Host Unit, at the request of any PMU, to increase the resources and scope of a municipal response, and the REMC shall initiate the response through the Emergency Coordination Centre (ECC) at the level appropriate to the emergency.

35. The regional ECC is a centralized coordination facility located within the Municipality of Barrington's Administrative Centre at 2447 Highway 3, pursuant to section 20 of this Agreement.

36. REMO may operate, maintain and manage physical facilities for emergency responses at the scene and at the ECC.

37. The REMC is responsible for ensuring that Nova Scotia Emergency Management Organization ("NSEMO") is informed of any activation of REMO.

REMO OPERATION

38. REMO, via the REMC, shall be directly responsible for resource coordination to conduct emergency response operations, and shall keep the MAs and NSEMO informed.

39. In the event REMO capacity is or is likely to be exceeded, REMO, via the Host Unit, will engage support from other agencies as required, and to that end shall develop regional agreements with other REMOs with said agreements being administered pursuant to provision 21(d) of this Agreement.

FINANCIAL – REMO OPERATIONS

40. Allocation of budgeted costs per Schedule C of this Agreement shall be made in accordance with Schedule D hereto with said Schedules forming part of this Agreement.

41. The Host Unit shall invoice the PMUs for their *pro rata* share of the annualized budget in Schedule D at the start and mid-point of each Fiscal Year.

42. The Host Unit, through the REMC, shall prepare and submit an annual budget by December 31 of each Fiscal Year for presentation to the MAs of the PMUs and then to REMAC for review and approval by April 1 of the succeeding Fiscal Year. For the 2021-22 Fiscal Year the budget is attached as Schedule C, and year-over-year increases shall, unless exceptional circumstances exist, be to a maximum of the Consumer Price Index (CPI) as published in December of each year by Statistics Canada for Nova Scotia (all goods being included).

43. In the event any PMU objects to a change to the budget allocation or an increase to the budget (the "Objecting PMU"), the Objecting PMU may register its opposition to the same and thereafter, may require that the budget be approved as a Special Resolution. Failure to receive support of a Special Resolution shall require the Host Unit to propose a new budget that offers a remedy to the objection.

44. Upon approval, the budget shall be provided to the MA of each PMU.

45. Annual surpluses incurred shall be refunded to the PMUs based on each PMU's proportionate contribution to the budget.

46. Budget overages will require prior approval of all PMUs.

47. Deficits incurred are to be added to the funding commitments assessed to the PMUs succeeding Fiscal Year.

FINANCIAL – EMERGENCY EVENTS

48. Any PMU may request resources from the other parties hereto as required, to be provided at cost to the requesting PMU. Fire response shall continue to be delivered and cost-shared in accordance with the terms of the Shelburne County Fire or Emergency Mutual Aid Agreement.

49. Where an emergency event does not involve all PMUs and any PMU objects to the application of the operating cost-sharing formula in Schedule D, REMAC shall consider an alternate cost-sharing formula, and if not agreed by all parties hereto, the dispute provisions of this Agreement shall govern.

INSURANCE

50. In the event services are provided by an employee of the Host Unit, all remaining PMUs shall be named as additional insureds on the Host Unit's general liability insurance policy in the amount of $5,000,000.

51. In the event the Host Unit provides services through a third-party services contract, each PMU shall be named as additional insured on the contractor's general liability insurance policy in the amount of $5,000,000.

DISPUTE RESOLUTION

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

NOTICE

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

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

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

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

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

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

APPLICABLE LAW

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

SEVERABILITY

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

WAIVERS AND AMENDMENTS

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

RELATIONSHIP OF PARTIES

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

FURTHER ASSURANCES

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

EXECUTION

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

TIME

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

ENUREMENT AND ASSIGNMENT

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

[signature page follows]

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

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

MUNICIPALITY OF THE DISTRICT OF BARRINGTON
Per:

_____ _____
Witness Name:
Name: Title:

MUNICIPALITY OF THE DISTRICT OF SHELBURNE
Per:

_____ _____
Witness Name:
Name: Title:

TOWN OF SHELBURNE
Per:

_____ _____
Witness Name:
Name: Title:

TOWN OF LOCKEPORT
Per:

_____ _____
Witness Name:
Name: Title:

TOWN OF CLARK'S HARBOUR
Per:

_____ _____
Witness Name:
Name: Title:

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

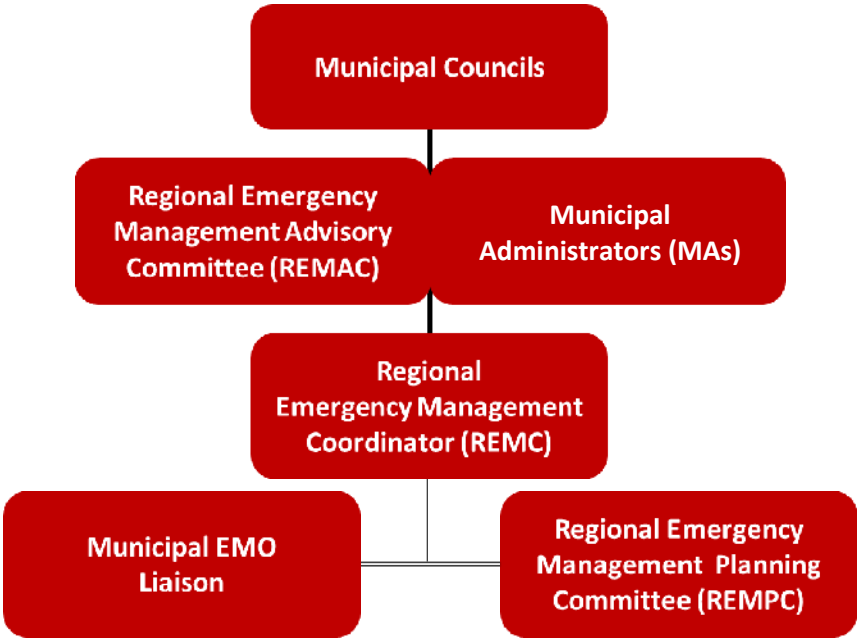
Committee	REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE (REMAC)
Background	Under s. 10(1)(d) of the *Nova Scotia Emergency Management Act*, municipalities are required to "*appoint a committee consisting of members of the municipal council to advise it on the development of emergency management plans*"
Mandate	Direct and oversee the development of the Regional Emergency Management Plans (REMPs) and briefing Council(s) on same
Duties and Responsibilities	• Exercise all powers necessary as conferred by the *Provincial Emergency Management Act* once a declaration has been made • If required, renew the State of Local Emergency declaration every seven (7) days • Authorize the expenditure of municipal funds • Advise and continually update Municipal Councils on the current emergency situation • When safe and appropriate, visit the emergency site(s) • When and if required, and in conjunction with the Public Information Officer, brief the media • When and if necessary, through the Public Information Officer, inform the public of significant developments occurring • Ensure that appropriate information is passed to Provincial Authorities • Provide oversight of the Regional Emergency Management Work Plan • To approve plan amendments proposed by the Regional Emergency Management Planning Committee (REMPC)
Committee Chair	The Chair of the Shelburne County Regional Emergency Management Advisory Committee (REMAC) shall be determined by the Committee at the first meeting of each calendar year.
Composition and Terms of Service	• The Regional Emergency Management Advisory Committee shall be comprised of two (2) members of the Councils participating in the Intermunicipal Services Agreement

- The Municipal Council representatives on the REMAC shall be appointed for two-year terms of office with said terms/dates being set to align with the dates of general municipal elections.

Schedule of Meetings

The Regional Emergency Management Advisory Committee shall meet not less than quarterly (4 times per year).

Committee Structure



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

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

Meeting Quorum

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

Agenda Items and Minutes

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

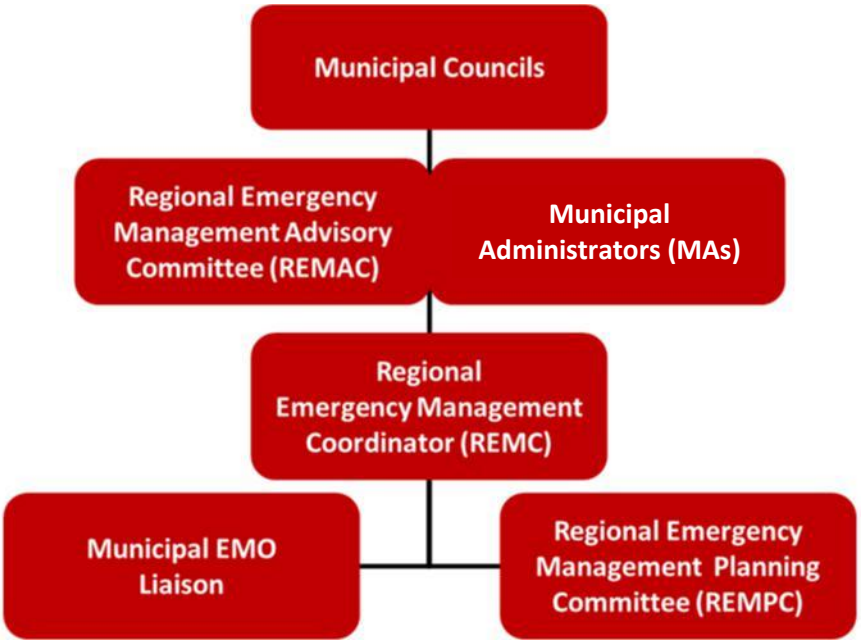
	• The Agenda with related documents will be made available to the Committee members three (3) working days prior to a scheduled meeting • The meeting Minutes will be made available within ten (10) working days of the meeting
Review of Terms of Reference	The REMAC Terms of Reference are to be reviewed by the REMAC every two (2) years.

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

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

Mandate	The role of the Regional Emergency Management Planning Committee is to: • provide interactive communication among affected parties and municipal staff on matters of Emergency Management; • promote education, integration and training as necessary; and • when needed, include measures to enhance personal preparedness and business continuity, and to advise the Regional Management Advisory Committee (REMAC).
Duties and Responsibilities	• Contribute to the identification of risks arising from emergencies in Shelburne County; • Provide information and expertise relating to the occurrence and mitigation of potential emergencies in Shelburne County; • Contribute to the continuous improvement of the Regional Emergency Management Plan (REMP) through monitoring, review and development. (Coordinated by the Shelburne County Regional Emergency Management Coordinator); • As required, participate in functional sub-committees and work groups to plan for specific emergencies, address issues, and develop and implement projects; • Support the development of Plans to address emergencies based on existing and emerging hazards; • Contribute to testing components of the REMP through the development and participation in emergency exercises; and • Advise the Regional Emergency Management Advisory Committee (REMAC) on development and amendment of Regional Emergency Management Plans
Committee Chair	The Chair of the Shelburne County Regional Emergency Management Planning Committee is the Regional Emergency Management Coordinator (REMC).
Schedule of Meetings	• Four meetings per fiscal year with additional meetings to be scheduled if deemed necessary by the Committee As required for special projects and initiatives. • After a major emergency or incident that required the use of the REMP, or organizational changes. • After significant amendments have been made to the REMP through review or legislative changes. • Upon identification of a new risk or hazard.

Committee Structure and Membership



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

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

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

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

- Provincial agencies

	• Utilities • Community Groups • Volunteer Organizations • Neighbouring jurisdictions • Business and Industry • Mutual aid partners
Meeting Quorum	Meeting Quorum shall be 50% plus 1 of the standing members of the REMPC.
Agenda Items and Minutes	• All Agenda items must be forwarded to the REMPC within ten (10) working days of the next scheduled meeting. • The Agenda with related documents will be made available to the Committee members five (5) working days prior to the next scheduled meeting. • The meeting Minutes will be made available within ten (10) working days of the meeting.
Review of Terms of Reference	The REMPC Terms of Reference are to be reviewed by the REMPC every two (2) years.

Annex A – Shelburne County Map

SCHEDULE C
ANNUAL REMO BUDGET

Wages	$20,000
Benefits	$5,000
Office, communications, printing	$2,500
Travel	$2,500
Program development and legal	$10,000
	$37,500

SCHEDULE D
REMO SHARING FORMULA

Municipal Unit		Barrington	Clark's Harbour	Dist. of Shelburne	Shelburne	Lockeport
REMO Budget	$37,500.00					
Equal Shares	20.00%	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00
Population and UA	80.00%	$13,800.00	$1,350.00	$10,800.00	$3,150.00	$900.00
Unit % of Total		41%	8%	33%	12%	6%
Related Data		**UA**	**UA %**	**Pop**	**Pop %**	**Combined %**
Barrington		$467,351,546.00	44%	6,523	48%	46%
Town. of Shelburne		$95,464,617.00	9%	1,644	12%	10.5%
Dist. of Shelburne		$429,641,989.00	40%	4,336	32%	36%
Lockeport		$34,328,357.00	3%	476	3%	3%
Clark's Harbour		$40,266,656.00	4%	725	5%	4.5%

STAFF REPORT

TO: Municipal Council

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

APPROVED BY: Erin Hartley, Deputy CAO

DATE: May 10, 2023

SUBJECT: **Fees and Charges Policy Amendment**

ORIGIN

Budget 2023/2024 council decision to increase rates for septage and sewer service.

DETAILS

The fees policy has been amended to reflect the rate changes to septage and sewer hook ups as discussed and decided by council at budget deliberations.

BUDGET IMPLICATIONS

As included in 2023/2024 budget.

RECOMENDATION:

THAT Council of the Municipality of the District of Shelburne approve the attached Fees and Charges Policy as amended.

ATTACHMENTS:

Draft amended fee's policy. Changes shown in red.

POLICY PURPOSE

19.1 It shall be the policy of the Municipality of the District of Shelburne to have a clear and concise policy which outlines all the fees and charges that are applicable for residents and businesses when requesting permits, licenses, or other forms of services.

POLICY DETAILS

19.2 The following fees are hereby established for the noted permits, licenses and other services provided:

a.	Building Bylaw	see Schedule "A"
b.	Deed Transfer	1.5% of sale price
c.	Dog Registration	$15.00 plus HST
d.	Dog Registration Tag Replacement	$7.50 plus HST
e.	Fee for Dog Kennel	$50.00 per year plus HST
f.	Dog Impound Fee	$40.00 plus HST
g.	Dog	
	1)Daily Boarding Fee	$20.00 plus HST
	2)Veterinary Cost	Actual
h.	Dog Impound Pickup	Current Government Rate
i.	Dangerous Dog	$200 plus HST
j.	1) Septage Receiving Annual Registration	$50 per year per vehicle
	2) Septage Receiving Reactivation Fee	$50 per reactivation
k.	Septage Receiving Usage	~~3.35~~ 3.6 cents per litre
l.	Sewer System Connection	$100
m.	Sewer System User Fee	$~~265~~285 per equivalent unit per year
n.	Solid Waste Management Administrative Ticket	$200
o.	Subdivision Application	$330
p.	Tax Certificate	$50 per assessment account
q.	Property Tax & Misc. Billing Interest Rate	10% for 2020/21 fiscal year due to COVID-19. 14% per year, calculated and applied the first day of each month on total balance outstanding at the end of the previous month.
r.	Tax Sale Redemption Interest Rate	10% per year, calculated and applied daily. Interest is paid from, and

		including, the day of the tax sale until the day the property is redeemed.
s.	Tax Account Statement or Bill Reprint	$10.00 per Assessment Number. Verbal confirmation of account balance is free of charge to owner/owner representative.
t.	Assessment Appeal Overpayment	Interest will be paid at a rate of 1% per year on any taxes overpaid after an assessment appeal is processed. Interest is paid from July 1 to the date processed by the finance department.
u.	FOIPOP	$5.00 application fee per FOIPOP request plus $20 per hour administration fee (after the first two hours) and photocopies fee.
v.	Photocopies	$0.10 plus HST per page.
w.	Regional Materials Recovery Facility	see Schedule "B"

19.3 Any permits, licenses or other services requested outside of those noted in Section 19.2 shall be determined by Council at the time of the request.

19.4 This policy shall be reviewed from time to time during normal policy reviews or at the request of Council.

19.5 Any building or demolition permit that is cancelled shall have a 25% administration charge withheld from any refund.

19.6 No refunds shall be provided for any of the above charges if the applicant fails to carry out or not use the permit as requested.

19.7 An expired building permit may be renewed upon payment of a $5.00 fee provided that at least one inspection has been carried out by the authority having jurisdiction within a twelve (12) month period either from date of issuance or last renewal date and the building permit renewal application has been completed.

REPEAL

19.8 Fees Policy approved by the Council of the Municipality of the District of Shelburne on April 24, 2017, is hereby repealed.

THIS IS TO CERTIFY that the Council of the Municipality of the District of Shelburne duly passed the policy respecting Fees and Charges on the 28th day of May, 2018.

SIGNED this _____ day of _____, 2020

_____

WARDEN PENNY SMITH

_____

CHIEF ADMINISTRATIVE OFFICER- Trudy Payne

Approved by Council: May 28, 2018

Effective Date: May 28, 2018

Amended Date: December 10, 2018 (Amendments: 19.2 s,t,u and v were added)

Amended Date: February 25, 2019 (Amendments: 19.2 u – administration fees were added)

Amended Date: May 27, 2019 (Amendment: 19.2 k – rate increase)

Amended Date: November 25, 2019 (Amendment: 19.2 j.2 -Septage Receiving Reactivation Fee was added)

Amended Date: July 27, 2020 (Amendment: 19.2 Dog related fees and charges updated)

Amended Date: September 28, 2020 (Amendment: 19.2 w. RMRF was added with Schedule "B"; 19.2 g. (1) HST was added; 19.2 q. 10% for 2020/21 fiscal due to COVID-19 was added)

Amended Date: May 10th, 2023 (Amendment: 19.2 k and m-rate increase).

SCHEDULE "A"

The following are the fees for building permits:

a.	Residential up to four units	$25.00 plus $0.10 per square foot
b.	Residential over four units	$50.00 plus $0.14 per square foot
c.	Residential repairs and renovations	$25.00 plus $1.00 per $1000 value
d.	Additions to residential	$25.00 plus $0.10 per square foot
e.	Residential outbuildings	$25.00 plus $0.04 per square foot
f.	Patio, decks, steps, carports, etc.	$25.00 plus $1.00 per $1000 value
g.	Assembly	$50.00 plus $0.14 per square foot
h.	Commercial	$50.00 plus $0.14 per square foot
i.	Industrial	$50.00 plus $0.14 per square foot
j.	Institutional	$50.00 plus $0.14 per square foot
k.	Addition to Commercial, Industrial, Institutional	$50.00 plus $0.14 per square foot
l.	Repairs and Renovations (not Residential)	$50.00 plus $1.00 per $1000 value
m.	Outbuildings (not Residential)	$35.00 plus $0.06 per square foot
n.	Relocation of Structure or Mobile Home	$50.00
o.	Demolition of Building - up to 500 sq. ft.	$15.00
p.	Demolition of Building – over 500 sq. ft.	$35.00
q.	New Mobile Home Placement	$25.00 plus $0.10 per square foot
r.	Replacement of Single Family Dwelling	$25.00 plus $0.10 per square foot

SCHEDULE "B"

The following are fees for the Regional Materials Recovery Facility:

1. TIPPING FEES

a.	Wood	3 cents per lbs. or $60 per MT (Metric Ton)
b.	Gyproc	3 cents per lbs. or $60 per MT
c.	Shingles	3 cents per lbs. or $60 per MT
d.	Mixed (plastic, glass, insulation)	3 cents per lbs. or $60 per MT
e.	Brush - Commercial Users (clean and no larger than 6-inch diameter)	2 cents per lbs., or $40 per MT
f.	Yard Waste - Commercial Users (Leaves, Sediment, Rock)	2 cents per lbs., or $40 per MT

2. DROP-OFF FREE ITEMS

a. Fridges/Freezers
b. Lobster Pots
c. Lobster Rope
d. Metal
e. Brush – Residential Users
   (clean and no larger than 6-inch diameter)
f. Yard Waste - Residential Users
   (Leaves, Sediment, Rock)

3. SALES

a.	Lobster Pots	$5 per pot

Municipality of Shelburne | Naturally Yours

Inspection Department

414 Woodlawn Drive, PO Box 280 Shelburne, NS B0T 1W0, Phone: (902) 875-3494 - Fax: (902) 875-1278

MEMORANDUM

TO: Warren MacLeod, CAO

FROM: Andrew Goreham
Manager of Inspection Services

DATE: May 2, 2023

RE: April Monthly Building Report

Fiscal Year	2023/2024	2022/2023
Number of Permits Issued in April	15	4
Number of Permits Issued to Date	15	4
Construction Values for April	$ 1,338,500.00	$ 1,000,400.00
Total Construction to Date	$ 1,338,500.00	$ 1,000,400.00

Highlights:

- 3 New Dwelling - $716,000.00
- 1 Seasonal -$300,000

Yours very truly,

Andrew Goreham, CRBO, CFI
Director of Inspection Services
/aad

STAFF REPORT

TO: Warden and Members of Shelburne Municipal Council

FROM: Val Kean, Director of Economic and Community Development

APPROVED BY: Warren MacLeod, Chief Administrative Officer

DATE: April 26, 2023

SUBJECT: **Committee of Council – Shelburne Events Committee**

PURPOSE

For Council to consider adopting the Events Committee as a committee of council.

RECOMMENDATION

It is recommended to Council that:

The Municipality of the District of Shelburne adopt the Events Committee as a Committee of Council and appoint the following community member representatives, Brendan Pippy, Jamie Matthews, Angie Shand, Christina Sears, Sylvia Bell, Danyele Rapp, Deana Hickey, Erika Goulden; AND,

THAT the Municipality of the District of Shelburne approve the attached Terms of Reference for the Events Committee; AND,

THAT the Municipality of the District of Shelburne appoint _____ as the Council representative and _____ as the alternate to sit on the Events Committee.

BACKGROUND

The Events Committee formed, unofficially, in November 2021, as an ad-hoc group of community members interested in organizing a Christmas celebration in Shelburne. With the success of the first annual Miracle on Dock St. the group decided to take on the planning for Dock St. Days, formerly Founders' Days – hosting this event alongside Journey Back to Birchtown on July 29, 2022.

DISCUSSION

The Events Committee has expressed interest in continuing their work to include four signature events in eastern Shelburne County – Spring event (TBD), Dock St. Days, Pumpkin Regatta and Miracle on Dock Street. After many discussions with the committee, the Town of Shelburne and the Municipality's insurance broker, it was agreed

the best way to proceed with collaborating and hosting events was for the Events Committee to become a Committee of Council.

It is recommended that Council consider adopting the current Events Committee as a Committee of Council and appoint one Council Member and one alternate to the Committee.

BUDGET IMPLICATIONS

The Municipality's 2023/2024 Operating budget includes budget line items for all four planned signature events.

ATTACHMENTS

FAQ for Committees of Council
Draft Terms of Reference – Events Committee

Frequently Asked Questions for Committees of Council

What Constitutes a Committee of Council?

The Intact Public Entities Municipal Liability Policy provides coverage to Committees of Council. They are included in our definition of “Insured”. This extension of coverage often brings with it misconceptions of what constitutes a Committee of Council. In order for a Committee to qualify as a Committee of Council, under our policy, the following criteria must be met.

1. Council must pass a resolution stating that a group of individuals will be acting as a Committee of Council;
2. The Committee must be accountable to Council for all their actions and activities;
3. All finances are directed by Council, or at least approved by Council;
4. Typically, one or two Council Members are appointed to sit on the Committee.

Where all the above conditions apply, the Municipal Liability Insurance protection for these committees is automatic and no endorsement to the policy is required. Volunteers to these Committees of Council are also included in the definition of “Insured”.

It is not our intent to extend the Municipal Liability coverage to any and all committees formed to provide service or benefit to the community. Where a committee acts completely independent of the municipality, no coverage under the Municipal Liability Policy exists.

If you need further clarification or are in doubt as to whether a committee qualifies, please call us.

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Municipality of the District of Shelburne

EVENTS COMMITTEE

Terms of Reference

Purpose

The purpose of the Shelburne Events Committee is to coordinate, and execute four signature events for Shelburne: spring event (TBD), Dock St. Days, Shelburne Pumpkin Regatta and Miracle on Dock St.

Authority

The Events Committee has been granted its legal authority to assist the Municipality with the development and planning of major events and by virtue is being delegated this responsibility with Council's approval on May 10, 2023, of this Terms of Reference and thereafter appointing members to the Committee.

Role of Chairperson

The Chairperson is ultimately responsible for organizing, chairing, and facilitating all meetings, ensuring that appropriate research, directions and recommendations are given to the Committee, to efficiently and cost-effectively carry out the event plans.

Role of Vice Chairperson

A Vice Chairperson shall be appointed and act in the place of the Chairperson during absences, unavailability, or conflicts of interest of the Chairperson.

Role of Municipal Staff

The CAO shall designate a staff member(s) to carry out the functions and roles as directed by the Events Committee from time to time and shall act as a staff resource to the Committee. This person shall organize meetings, prepare minutes, agendas and packages, as necessary. The designated staff will ensure accurate recording keeping for all third party agreements vendors and entertainers participating in events.

Membership

Membership on the Committee shall include one elected representative from the Municipality of the District of Shelburne and a minimum of 4 members, to a maximum of 10 members of public, as needed, duly appointed by Council annually pursuant to Section 27 of the *Municipal Government Act*.

Member applications shall be vetted by the CAO, or designate, and member appointment will be by Council motion.

All appointments shall be for a two-year term, at the end of each term a Committee member may express their interest in continuing as a member or resign as a member.

Where a vacancy occurs on the Committee, the Council shall appoint a person to fill the position as soon as possible; that person shall hold office for the remainder of the term of the member in whose place that person is appointed.

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Each member will serve without remuneration but shall be reimbursed for such expenses as are necessarily incurred by such member in the discharge of the member's duties, with prior approval from the CAO.

Reporting Relationship

The Events Committee shall report directly to the Council of the Municipality of the District of Shelburne and indirectly to the Chief Administrative Officer for operational and administrative support.

Duration of Mandate

The mandate of the Events Committee shall be from May 2023 to May 2025, and is subject to renewal each two years thereafter according to the discretion of Council.

The duration of the role of Chairperson and Vice-Chairperson shall be one-year. Annually, in May or the next scheduled meeting, an Election of Officers by Committee shall take place appointing a Chairperson and Vice-Chairperson.

Frequency of Meetings

Meetings of the Events Committee shall be held on such day as the Committee decides at the first meeting of the Committee, with such meetings taking place at the time agreed to by the Committee. Additional meetings may be held, or the above meetings date and times changed, when agreed to by consensus of the Committee.

Quorum Requirements

No decisions may be made at any Events Committee meeting unless at least one elected representative and two community representatives are present.

Agenda, Minutes and Resolutions

Minutes and recommendations of the Events Committee shall be provided to each member of the Committee within a reasonable time after the conclusion of such meeting. The designated Municipal staff member will endeavor to provide each member of the Committee with the agenda and required supporting documentation at least three days prior to every meeting.

Conflict of Interest

It is expected that all members of the Events Committee will adhere to the *Municipal Conflict of Interest Act*, disclosing any pecuniary or indirect pecuniary interest in any matter before the Committee and refraining from taking part in, or trying to influence either before or after the meeting, any directions or decisions respecting such matters. Any breach of this guideline will require the Chairperson to ask Council to remove that member and appoint another member in their stead. If the breach is by the Chairperson, this shall be reported to Council by the Vice Chairperson.

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Resources

The Events Committee shall have access to the resources of the appropriate municipal staff as authorized by the Chief Administrative Officer, to undertake the required research it needs in order to make the most appropriate decisions in a timely manner. Requests for resources above the annual budgeted amount for this committee shall be made by the Committee through the Chairperson to Council, on an as needed basis.

Decision Making Process

All decisions of the Events Committee shall be made by majority vote of committee members. Where a majority is not forthcoming, the vote shall be determined in the negative. The Committee has authority to oversee and facilitate the research and data collection process by requesting such information from the Chief Administrative Officer and his/her staff, Committee members, or other private sector or government sources.

Confidentiality

All meetings of the Events Committee are considered public, except those matters deemed to be private and confidential in nature and subject to Section 22 of the Municipal Government Act. Minutes and subsequent resolutions of such meetings shall be recorded and publicly available upon approval by the Committee. Information and reports of the Committee shall be subject to normal Freedom of Information and Protection of Privacy (FOIPOP) regulations.

Communications

All communications and messaging from the Events Committee's work and activities shall come solely from the Chairperson or their designate. It is expected that all decisions of the Committee will be supported by all members of the committee upon ratification. This does not limit the ability of individual member's from speaking freely with the media, but in all such cases the individual committee member should be clear that it is their personal opinion and not that of the Events Committee.

Reporting

At least bi-annually, the Chairperson shall provide written reports to Council concerning the Committee's work plan, focus and directions. Should Council require, an oral presentation may be requested of the Chairperson at any time if Council wishes to have further clarification or reporting on the Committee's work.

Approved by Council: May 10, 2023

DRAFT

STAFF REPORT

TO: Warden and Members of Shelburne Municipal Council

FROM: Val Kean, Community Development Coordinator

APPROVED BY: Warren MacLeod, Chief Administrative Officer

DATE: May 10, 2023

SUBJECT: **Leasing Office Space – 136 Hammond Street**

PURPOSE

To discuss the potential for leasing office space at 136 Hammond Street, Shelburne – Old Municipal Administration Building

RECOMMENDATION

It is recommended that:

The Municipality of the District of Shelburne authorize the Chief Administrative Officer to lease office space at 136 Hammond Street, based on the following rates: Commercial - $16.00 per usable square footage, payable in equal monthly payments or annually, and Not-for-Profit - $1.00/annually for total square footage; AND,

THAT the Municipality of the District of Shelburne authorizes the Chief Administrative Officer to adjust the language and/or terms of the drafted lease agreement, if required.

BACKGROUND

The Municipality has permanently relocated our municipal offices to the newly constructed Municipal Administration Building at 414 Woodlawn Drive, leaving vacant office space at the municipally owned, three story building, located at 136 Hammond Street.

DISCUSSION

The Municipality currently holds a lease with the Provincial Courts for 10,501 usable square footage on the second story of 136 Hammond Street, expiring March 31, 2024, with the potential of renewal. The current rental rate is equal to the amount staff are suggesting for future commercial rental. Staff do not intend to seek tenants for the remaining vacant office on the second story. The first and third floors of the building have approximately 9,000 square foot of vacant office space.

Although staff will consider all interested tenants, it is the intention to first seek out opportunities for this space to act as an incubator location for a new business – of particular interest is seeing the space rented as a “makers” art space.

Attached is a drafted lease agreement that will be used as a template for the leasing of office space. Please note, this agreement has language that allows the Municipality to decline making any repairs to the building, see paragraphs 5.f. (repair can be made, but only as deem necessary and in the Municipality's sole discretion) and 8.d. (as is at the beginning and no requirement for repairs/renovations at the end). Staff are not recommending any signed lease be long-term, rather a short-term incubator for start-up business.

BUDGET IMPLICATIONS

If all office space were to be leased out at a commercial rate, this would bring revenue of approximately $130,000. Leasing to not-for-profit does not offer financial gain, however, this does present partnership opportunities with local organizations.

ATTACHMENTS

1. Draft Lease Agreement
2. 1st & 2nd Story Floor Plan – 136 Hammond Street

THIS COMMERCIAL LEASE dated _____, 20__ is made between:

Municipality of the District of Shelburne, a municipal body corporate, the "Landlord"

_____, the "Tenant"

IN CONSIDERATION of the agreements contained in this Lease the Landlord and Tenant agree as follows:

1. Premises. The Landlord leases to the Tenant and the Tenant leases from the Landlord the Premises at _____, Shelburne County, Nova Scotia, described in Schedule "A" to this lease being _____.

1. Use of Premises. The Tenant is to use the Premises for _____.

2. Term. The term of this Lease is **from _____, 20__ to _____, 20__**.

3. Rent. The Tenant shall pay the Landlord rent of **$_____ per month plus HST** (if applicable) monthly in advance **starting _____, 20__** and continuing on the first day of each month for the term of the Lease.

4. Overholding. If the Tenant remains in possession of the premises after the expiration of the term of this lease without objection by the Landlord and without any written agreement, the tenancy shall become a tenancy from month to month terminable on three months written notice by either the Landlord or the Tenant and the other terms of the lease shall continue in effect.

5. Tenant's Covenants. The Tenant covenants with the Landlord:

    a. to pay the rent promptly;

    b. to pay utility bills and applicable business and occupancy taxes;

    c. not to use the Premises **except for those purposes noted in recital (2.) without the consent of the Landlord;**

    d. to repair excepting ordinary wear-and-tear, and damage by fire lightning, tempest and the like;

    e. to be responsible for removal of snow and ice from Premises.

    f. to permit the Landlord to enter, view and make Landlord's repairs to the Premises should the Landlord deem repairs necessary, in the sole discretion of the Landlord;

g. not to assign or sublet this lease without the Landlord's written permission, which permission may be unreasonably withheld;

h. to occupy and carry on business from the Premises during the term of this lease;

i. to deliver up the Premises quietly at the expiration of this Lease;

j. to leave the Premises in as good repair as when the Tenant entered into occupancy, ordinary wear and tear excepted; and

k. to give to the Landlord immediate notice of any accident or defect on or affecting the Premise forthwith upon learning of such accident or defect.

6. Tenant's insurance and indemnification.

a. The Tenant shall maintain fire insurance on the Premises to cover the Tenant's equipment and fixtures. The Tenant shall do nothing that may adversely affect the Landlord's insurance on the premise – for example, making the Landlord's insurance subject to cancellation or more expensive.

b. The Tenant shall maintain public liability insurance upon the Premises during the term of this lease for the benefit of the Tenant and the Landlord in a minimum amount of **$2,000,000.00**.

c. The Tenant indemnifies the Landlord from all loss and liability (including reasonable expenses and attorney's fees) to which the Landlord may be subject if the Tenant breaches its duties under this lease, except to the extent the loss or liability is also due to the Landlord's negligence or willful misconduct.

7. Landlord's Covenants. The Landlord covenants with the Tenant:

a. for quiet enjoyment;

b. to permit the Tenant, at its own expense, to make such reasonable alterations to the Premises that the Tenant may deem necessary for the conduct of its business upon the written approval of the Landlord;

c. to pay real property taxes assessed against the Premises; and

d. _____ (NTD: Are you offering or might you offer any other special considerations?)

8. Mutual Covenants. The Landlord and Tenant mutually covenant:

    a. If the Premises are partially destroyed by fire or otherwise rendering the Premises temporarily unusable the rent shall cease until the Premises are restored to useable condition. In case of total destruction, the Lease shall end.

    b. If the Tenant installs any fixtures in the Premises the Tenant may remove them at the end of the term if the Tenant is not in default. The Tenant shall repair any damage done in the removal and reimburse the Landlord for the damage caused by such removal that is not repaired by the Tenant.

    c. The Landlord may re-enter on default of payment for rent for ten days terminating this lease. The Landlord may also terminate this lease if, after fifteen days notice to cure a default under the other covenants in this lease, the Tenant has failed to do so. The Tenant agrees to reimburse the Landlord for all the Landlord's reasonable costs caused by any breach of the terms of this lease by the Tenant including any legal costs on a solicitor and client basis.

    d. The Premises are being leased to the Tenant "as is". The Tenant has satisfied itself as to the condition of the Premises and their fitness for the use intended. The Tenant acknowledges that it has inspected the Premises and conducted an independent investigation of current and past uses of such Premises and that the Tenant has not relied on any representations by the Landlord concerning any condition of the Premises, environmental or otherwise. Over the term of the Lease, the Landlord shall not be required to make any repairs or renovations to the Premises whatsoever. Any repairs made by the Landlord shall be made in the sole and absolute discretion of the Landlord.

9. Environmental.

    a. The Landlord makes no representations or warranties whatsoever regarding the fitness of the Premises for any particular use regarding the presence or absence upon or under such Premises or any surrounding or neighbouring lands of, or the leakage or possible leakage or emission from or onto the Premises of contaminant or any toxic hazardous, dangerous or potentially dangerous substance or condition.

    b. The Tenant shall immediately carry out all measures which the Landlord, in its reasonable discretion, considers necessary to keep the Premises free and clear of all environmental contaminants or residue (hereinafter referred to as "environmental contamination") *resulting from the Tenant's occupation or use of the Premises*. The Tenant shall be solely responsible for the cost of all work carried out to correct any environmental contamination which occurs on other lands as a result of the Tenant's occupation or use of the Premises.

c. If the Tenant fails to correct any environmental contamination to the satisfaction of the Landlord and any public authority having jurisdiction, the Landlord may charge the Tenant from time to time for all the costs incurred by the Landlord in correcting such environmental contamination, plus fifteen percent (15%) for overhead, and the Tenant shall pay the Landlord's invoice or invoices for such costs within ten (10) days of receipt of each invoice. In the event such remedial work is carried out by any public authority, the cost of such work shall be borne by the Tenant.

d. The Tenant shall comply with the provisions of any federal, provincial or municipal laws applicable to the Premises with respect to maintaining a clean environment. If any public authority having jurisdiction with respect to environmental protection, or fire protection, requires the installation of equipment or apparatus to take such measures as may be required by such public authority. The Tenant shall be solely responsible for the cost of all work carried out to comply with the requirements of a public authority respecting the Tenant's use of the Premises.

e. Upon termination of this Lease, the Tenant shall leave the Premises free of any environmental contamination resulting from the Tenant's occupation or use of the Premises. The Tenant shall be responsible for establishing that any environmental contamination on the Premises at the end of the Lease has not resulted from the Tenant's occupation and use of the Premises.

f. The responsibility of the Tenant to the Landlord for the Tenant's environmental obligations in this Lease shall survive (continue to be enforceable by the Landlord) after the termination of this Lease.

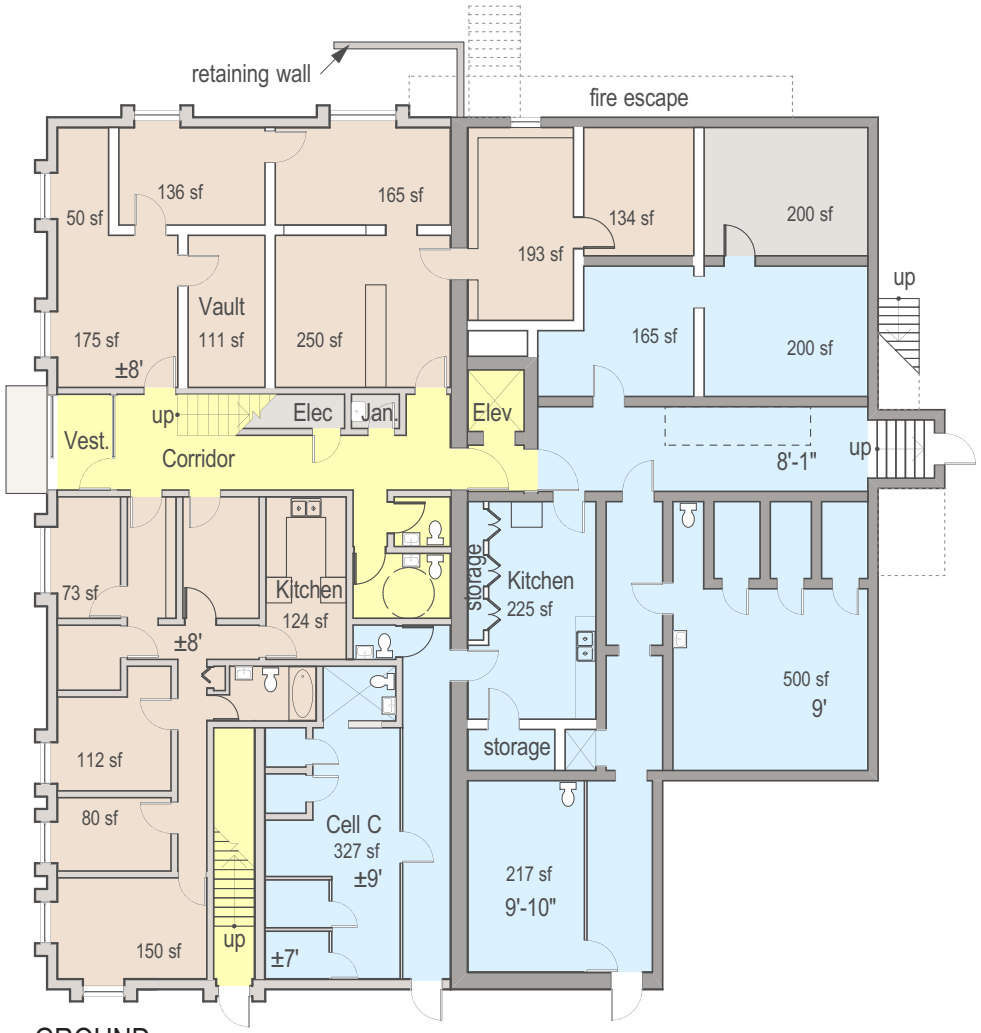
10. General

a. Time is of the essence in this Lease.

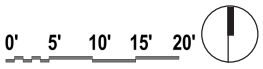
b. This Lease constitutes the entire agreement between the parties with respect to all of the matters herein. Its signing has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part of it and may not be amended or modified in any respect except by written instrument signed by the parties hereto.

c. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

d. This Lease shall be read with all changes of number and gender required by the context and shall be binding on the parties and their respective heirs, executors, administrators, successors and assigns.



GROUND

THIRD

Total Floor Area	15700 sf
First Floor	6500 sf
Second Floor	6500 sf
Third Floor	2700 sf