

**TOWN OF LOCKEPORT
COUNCIL MEETING
TUESDAY, APRIL 11, 2023 AT 6:00 P.M.
AGENDA**

1. Call to order

2. Silence Electronic Devices

3. Approval of Agenda

4. Approval of Minutes

- Regular Council Meeting Minutes March 27, 2023

5. Finance

- List of invoices already paid for the month of March in the amount of \$16,471.05 (Page 1)
- List of invoices already paid for the month of April in the amount of \$19,512.73 (Page 2)
- RCMP 2023/24 costs (Page 3)
- Provincial Sustainable Services Growth Fund (Page 4)

6. Other Business

- Appointment of Auditor
- Approval of Regional Emergency Management Organization Intermunicipal Services Agreement (Page 5-29)

7. Council Reports

- Mayor Cory Nickerson
- Deputy-Mayor Dawn DeMings-Taylor (Page 30)
- Councillor Dayle Eshelby (Page 31)
- Councillor Kent Balish (Page 32)
- Councillor Mary Meagher (Page 33)
 - o Shelburne Mental Health and Wellness Association (Page 34-36)

8. Date of next meeting

- April 24, 2023 at 1:00 p.m.

9. “In Camera”

10. Adjournment

LIST OF INVOICES ALREADY PAID TO BE PRESENTED AT THE COUNCIL MEETING OF APRIL 11, 2023		
MARCH 2023 INVOICES		
ATLANTIC PURIFICATION SYSTEMS	PH MONITOR AND PROBES - TREATMENT PLANT	5,587.85
BELL ALIANT	BEACH CENTRE	103.36
CULLIGAN WATER	DRINKING WATER	45.50
EASTERN OFFICE SUPPLIES	SIT/STAND WORK STATION	372.60
HARDING LAW	TITLE SEARCH FOR TAX SALE	353.75
HUPMAN, EMILY-ANN	AFTER SCHOOL PROGRAM	30.00
I.B.E.W.	MARCH UNION FEES	339.80
LOCKEPORT PHARMACHOICE	MISC. SUPPLIES FOR RECREATION	10.89
LOCKEPORT PHARMACHOICE	THREE \$50 GIFT CARDS FOR MAKE YOUR MOVE LOCKEPORT BINGO	150.00
LOCKEPORT TOWN MARKET	THREE \$50 GIFT CARDS FOR MAKE YOUR MOVE LOCKEPORT BINGO	150.00
LOCKEPORT TOWN MARKET	SR. BINGO AND AFTER SCHOOL SNACK	50.19
LOCKEPORT WELDING	VARIOUS SUPPLIS AND SERVICES	103.10
LYDGATE LOCK STOCK AND BARRELL	THREE \$50 GIFT CARDS FOR MAKE YOUR MOVE LOCKEPORT BINGO	150.00
MALIK, LUCAS	SNOW REMOVAL FOR 2023 SEASON	1,010.00
MARK A WILLIAMS	TRUCKING SALT FROM PUGWASH	2,030.26
NICKERSON, CORY	MILEAGE FOR MARCH 2023	117.08
RBC VISA - MAYOR	SMALL TOOLS AND EQUIPMENT FOR PUBLIC WORKS	702.95
SAFETY SOURCE	TEST OF NINE SCBA UNITS	1,029.25
SCOTT, FRANCES REIMBURSEMENT	BASKETBALL TOURNAMENT FEES	88.25
SCOTT, FRANCES REIMBURSEMENT	SPRING INTO LOCKEPORT EVENT	190.86
SCOTT, FRANCES REIMBURSEMENT	MINOR BASKETBALL FEES - REFREES AND GAMES	460.00
SOBEYS	SPRING INTO LOCKEPORT EVENT	19.52
WORKERS COMPENSATION	SUB CONTRACTORS	77.77
WORKERS COMPENSATION	FIREFIGHTERS	363.63
WORKERS COMPENSATION	MUNICIPAL, OPERATIONS, ADMINISTRATIONS	447.27
WORKERS COMPENSATION	OPERATIONS, CONSTRUCTION & MAINTENANCE	330.92
WINDSOR SALT	ROAD SALT	1735.59
XEROX	LEASE INVOICE #4 OF 60	248.29
XEROX	SERVICE FOR MARCH	172.37
TOTAL		16,471.05

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LIST OF INVOICES ALREADY PAID TO BE PRESENTED AT THE COUNCIL MEETING OF APRIL 11, 2023		
APRIL 2023 INVOICES		
CANADA POST	STAMPS	634.80
FEDERATION OF CANADIAN MUNICIPALITIES	FCM MEMBERSHIP	276.61
HARDING, JUNE	LIFE INSURANCE	18.00
PROPERTY VALUATION SERVICES CORPORATION	25% ASSESSMENT SERVICES COST RECOVERY FISCAL 2024	2,479.00
SHELburne COUNTY FIREFIGHTER ASSOCIATION	ANNUAL MEMBERSHIP FEE FOR 2023	400.00
TOWN SUITE	COMPUTER SYSTEM	5,755.88
TRI-COUNTY REGIONAL CENTRE FOR EDUCATION	EDUCATION TAXES FOR THE MONTH OF APRIL	8,719.40
WESTERN COUNTIES REGIONAL LIBRARY	FIRST QUARTER PAYMENT	1,175.00
WOODWORKES HOME HARDWARE	1 CASE OF PAPER TOWEL - FIRE DEPARTMENT	54.04
TOTAL		19,512.73

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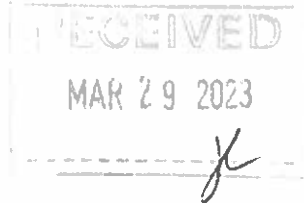
1690 Hollis Street
PO Box 7
Halifax, NS B3J 2L6

Phone: 902 233-9601
Fax: 902 424-0070
Email: Paulette.MacKinnon@novascotia.ca

Paulette MacKinnon, Acting Executive Director
Public Safety and Security Division

March 24, 2023

Ms. Joyce Young
Town Clerk
Town of Lockeport
P. O. Box 189
Lockeport, NS B0T 1L0



Dear Ms. Young,

In consultation with the Royal Canadian Mounted Police, we have established the budget for RCMP services provided under the Provincial Police Services Agreement for the period April 1, 2023 to March 31, 2024.

Based on your level of service the costs allocated to your municipality will be \$201,495 for 2023/24 as compared to \$190,015 in 2022/23. Your service level has been adjusted for any approved service requests made during the past year that were implemented on or before April 1, 2023. This amount does not include any adjustments that may be requested by your municipality subsequent to April 1, 2023

The allocated cost to your municipality for the 2023/24 fiscal year represents a 6.04% increase over the 2022/23 cost for the same complement of officers.

If you have any questions regarding this amount, or wish any point of clarification, please contact Stephen Ong, CPA, CGA, Director of Contracts at (902) 717-5163.

Sincerely,

A handwritten signature in cursive script, appearing to read "Paulette MacKinnon".

Paulette MacKinnon, Acting Executive Director
Public Safety and Security Division

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**Municipal Affairs and Housing
Office of the Minister**

PO Box 216, Halifax, Nova Scotia, Canada B3J 2M4 • Telephone 902-424-5550 Fax 902-424-0581 • novascotia.ca

March 31, 2023

Cory Nickerson, Mayor
Town of Lockeport
VIA E-Mail: cory@lockeport.ns.ca

Dear Mayor Nickerson:

I am pleased to advise the Department of Municipal Affairs and Housing has approved a grant of \$232,473 to support infrastructure investments in your community under the new Sustainable Services Growth Fund (SSGF).

The SSGF can be used to support Municipal services by investing in municipal infrastructure needed to serve a growing population, improve sustainability and provide increased resiliency.

Please refer to the attached Terms and Conditions for more information on the funding approval. If you accept this offer, please sign the Terms and Conditions, and send to the program email listed below.

Should you have any questions, please contact Ahmad Shahwan, Manager of Infrastructure Programs at Ahmad.Shahwan@novascotia.ca.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Lohr', written in a cursive style.

Honourable John A. Lohr
Minister of Municipal Affairs and Housing

c Joyce Young, Chief Administrative Officer, townoflockeport@ns.sympatico.ca

Attachment

Sustainable Services Growth Fund (SSGF) Agreement Form (Terms and Conditions)

Proponent: Town of Lockeport

Approved Funding: \$232,473

Project End Date: March 31, 2025

Funding approval for the above noted program is subject to the acceptance of the following Terms and Conditions. The Municipality agree to:

- 1) Carry out the provision of the project(s) as described in the approval documentation without any material changes.
- 2) Use the grant funds for the purpose of carrying out the project(s) as specified by Schedule A – Eligible Projects and Schedule B – Eligible & Ineligible Expenditures.
- 3) Notify and seek approval from Municipal Affairs and Housing (DMAH) in writing of any significant changes in circumstances that may affect the project(s) timelines.
- 4) Be responsible for any cost over-runs incurred in carrying out the project(s).
- 5) Complete project(s) by the Project End Date unless otherwise agreed to in writing.
- 6) To complete a Request for Amendment at least one month prior to the Project End Date should an extension be needed.
- 7) Follow the intent of the Nova Scotia Government Procurement Policy in awarding contracts.
- 8) Submit a Program Closeout Report for approval within 60 days after the project(s) completion date(s) or the Project End Date.
- 9) Refund any unexpended portion of the Grant and any amounts expended for purposes other than for those specified in Terms and Conditions to the Government of Nova Scotia.
- 10) Maintain proper and accurate accounts and records in respect of all related expenditures for at least six (6) years after completion of project(s) and, upon reasonable notice, make them available to Nova Scotia.
- 11) Record separately and distinctly any SSGF amounts, including any interest earned thereon.

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Please return a scan of signed Agreement form to the following program email:
SSGF@novascotia.ca

Name of Signing Authority	
Title	
Phone	
Email	

Signature _____

Date _____

Approval Information

General Conditions and Requirements

Proponents undertaking project(s) with financial assistance through SSGF shall comply with the following general conditions and requirements:

- Funding cannot be applied against costs related to work carried out in violation of conditions set by regulatory authorities.
- Proponents may be required to submit general progress and evaluation reports during the project(s) and will be required to co-operate with DMAH staff in monitoring the implementation.
- The project(s) are considered complete upon approval of the Program Closeout Report.

Program Closeout Report

The Program Closeout Report must include the following:

- Description of all projects funded.
- Confirmation of achieved project(s) outcomes.
- Statement of Funding Expenditures (template to be provided).

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SCHEDULE A – Eligible Projects

Projects must demonstrate direct impact to support Nova Scotia’s growing population by investing in the following project categories:

Municipal Services – renewing, increasing capacity or creating services for:

- a. Housing development
- b. Seniors and long-term care
- c. Accessibility
- d. Active transportation

Some examples of eligible projects include:

- Expansion or renewal of water and wastewater treatment, storage and distribution systems
- Solid waste management infrastructure
- Active transportation trails and sidewalks
- Accessibility retrofits to municipal buildings

SCHEDULE B – Eligible & Ineligible Expenditures

Eligible Expenditures include:

- Expenditures associated with planning, designing, constructing, or renovating a tangible capital asset, as defined by generally accepted accounting principles; and
- Municipal contributions towards expenditures related to other cost shared projects which satisfy the terms of SSGF.

Ineligible Expenditures include:

- Expenditures incurred before April 1, 2023;
- Expenditures incurred after the Project End Date;
- Cost of leasing of equipment, overhead costs, salaries and other employment benefits of any employees of the Municipality, the direct or indirect operating or administrative costs of the Municipality;

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- Taxes for which the Municipality is eligible for a tax rebate and all other costs eligible for rebates or recoveries;
- Purchase of land or any interest therein, and related costs;
- Legal fees; and,
- Routine repair, maintenance, and operating costs.

9,

THIS INTERMUNICIPAL SERVICES AGREEMENT made in this ____ day of _____ 2023.

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) **AREMC** means Assistant Regional Emergency Management Coordinator being the employee or contractor of the Host Unit responsible for assisting the Regional Emergency Management Coordinator in preparing annual work plans, budgets, outcome reports and timelines for deliverables and acting as the Regional Emergency Management Coordinator in their absence;
- (c) **EMA** means *Emergency Management Act, S.N.S., 1990, c. 8*, as amended;
- (d) **Emergency** has the same meaning as in the EMA;
- (e) **Fiscal Year** means the 12-month period beginning April 1 and ending March 31 of the following calendar year;
- (f) **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;
- (g) **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;
- (h) **MGA** means *Municipal Government Act, S.N.S., 1998, c. 18*, as amended;

- (i) **PMU** means participating municipal units to this agreement, being the parties hereto;
- (j) **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;
- (k) **REMC** means Regional Emergency Management Coordinator, being the employee or contractor of the Host Unit responsible for preparing annual work plans, budgets, outcome reports and timelines for deliverables;
- (l) **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;
- (m) **REMP** means Regional Emergency Management Planning Committee, being the committee comprising public sector staff and not-for-profit personnel detailed in Schedule B;
- (n) **Special Resolution** means a motion introduced at a duly called meeting that is passed by a majority of the PMUs including Barrington;
- (o) **State of Local Emergency** has the same meaning as in the EMA;
- (p) **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 and AREMCs responsible for preparing annual work plans, budgets, outcome reports and timelines for deliverables, prepared and presented to the MAs of the PMUs, then to the Host Unit, and to the REMAC for review and approval.
20. The PMUs agree that the Municipality of the District of Barrington is the Host Unit pursuant to this Agreement 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 and AREMCs on a part-time basis in accordance with this Agreement. The REMC and AREMCs will be employees or contractors of the Host Unit for payroll, accounting, employment rights and budget administration purposes.
- 23. The REMC shall be responsible for effective and efficient administration of REMO, including, without limitation:
 - (a) Development, implement and maintain a strategy that contemplates plans and operations of the PMUs;
 - (b) preparation of an annual work plan;
 - (c) preparation of an annual budget per the requisites in the financial provisions herein;
 - (d) development and circulation of an annual outcome report; and
 - (e) recommendation of policy and management procedures to REMAC and the PMUs in consultation with the REMPC to ensure a state of preparedness for emergencies.
- 24. The AREMC shall assist the REMC in effectively and efficiently completing their duties and acting as the Regional Emergency Management Coordinator in their absence.
- 25. The REMC shall report to the MA of the Host Unit or designate.
- 26. 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*.
- 27. 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

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

TERM AND TERMINATION

- 28. The term shall commence on the date of execution of this Agreement and end on 31 March 2024 and shall continue year over year for each Fiscal Year (the "Term") subject to annual reviews for contract adjustments that will be considered by 31 December each year, including without limitation annual adjustments to Schedule 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 or at the ECC.
37. The REMC is responsible for ensuring that Nova Scotia Emergency Management Organization ("NSEMO") is informed of any activation of REMO.

REMO OPERATION

38. REMO, via the REMC, shall be directly responsible for resource coordination to conduct emergency response operations, and shall keep the MAs and NSEMO informed.
39. In the event REMO capacity is or is likely to be exceeded, REMO, via the Host Unit, will engage support from other agencies as required, and to that end shall develop regional

agreements with other REMOs with said agreements being administered pursuant to provision 21(d) of this Agreement.

FINANCIAL – REMO OPERATIONS

- 40. Allocation of budgeted costs 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 2024-25 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. Budget overages will require prior approval of all PMUs.
- 46. In the case of a surplus or deficit, it shall be maintained in a shared services reserve for future incidentals that may be incurred. In the case of a deficit where the reserve cannot support the deficit, it shall be incorporated into the next annual estimated budget and be shared among the PMUs based on the cost-sharing formula in Schedule D for that year. The Host Unit will advise the PMUs of the status of the reserve annually.

FINANCIAL – EMERGENCY EVENTS

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

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:

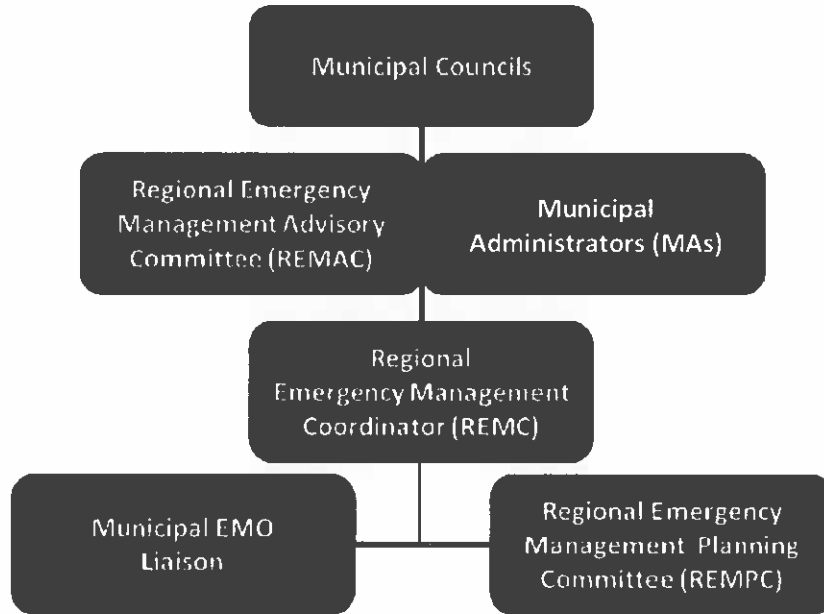
**SCHEDULE A
TERMS OF REFERENCE
REGIONAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE (REMAC)**

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

Schedule of Meetings

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

Committee Structure



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

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

Meeting Quorum

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

Agenda Items and Minutes

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

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

**Review of
Terms of
Reference**

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

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

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

Mandate 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

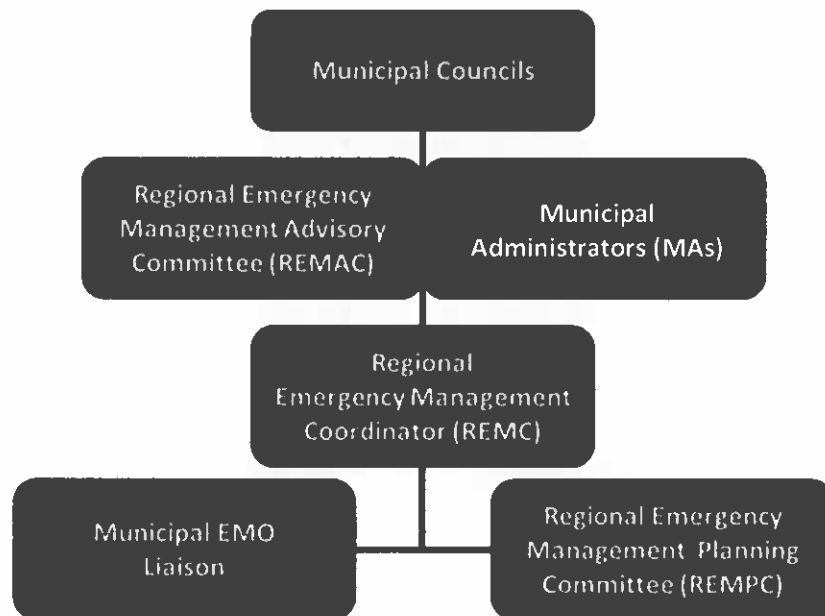
Committee Chair

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.

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Annex A – Shelburne County Map

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SCHEDULE C
ANNUAL REMO BUDGET

Wages	\$30,000
Office Supplies & Equipment	\$2,500
Communications	\$1,000
Travel	\$2,500
Program Development	<u>\$10,000</u>
	\$45,500

SCHEDULE D
REMO SHARING FORMULA

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

Deputy Mayor DeMings-Taylor

March 8 Council discussion

March 13 Council meeting

March 23 Recreation meeting

March 27 Council Meeting

Councillor Eshelby

Mar 1, Canada Day Meeting

Mar 3, Duty it Consult: Indigenous Relations Cohort

March 6, Nova Scotia Health/Community Stakeholder Meeting

Mar 8, Canada Day Meeting

Mar 16, Atlantic Community Resilience and Climate Change

Mar 23, Recreation Meeting

Mar27, Council Meeting

Mar 29, Canada Day Meeting

COUNCILLOR BALISH
MARCH 2023 MEETINGS

- 1 Town Of Lockeport (DISCUSSION)**
- 13 COUNCIL**
- 16 Western County Regional Library Board (ZOOM)**
- 27 COUNCIL**

Councillor Meagher

March 1 Council Discussion

March 6 Nova Scotia Health/Community Stakeholders Group

March 13 Council

March 21 Shelburne County Mental Health Association

March 25 Lockeport Spring Welcome

March 27 Council

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Shelburne County Mental Health and Wellness Association
Minutes March 21, 2023

1. Call to Order

The meeting was called to order by Chairperson, Kevin Grant at 10:30am in Town of Lockeport Council Chambers in Shelburne.

Present: Kevin Grant, Chairperson; Marilyn Johnston, Secretary; Penny Smith, Treasurer and Warden Mun of Shelburne; Loretta Nickerson, Executive Director SASI; Mary Meagher, Councilor Town of Lockeport; Tamara McIntyre, Warm Line Coordinator; Kelly Goudie, Health Promoter, N.S. Mental Health and Addictions Southwest Nova

Regrets: Peggy O'Malley, Vice-Chairperson; Cheryl Baker, Director at Large

2. Minutes of February 21, 2023

The Minutes of February 21, 2023 were emailed out to members.

3. Who does What in Mental Health in Shelburne County

No changes.

4. Charitable Status

The draft Memorandum of Association was finalized with Chris. Marilyn passed out copies so that folks can read it over and discuss at our next meeting. Chris provided us with a list of the next steps to get to making an application for Charitable Status with CRA. We must first approve then new Memorandum of Association by Motion and then send them to the Registry of Joint Stocks to be update.

5. Clubhouse Idea – Kelly Goudie

Kelly said there is nothing new to report on our submission, however, there is a pilot project now operating in Bridgewater in the Dawson Building. She is hopeful that if its is successful there may be the opportunity to open others and they might give us consideration.

There are free e-mental health tools at mh@helps.ca. You register with them and then there is a list of free mental health tools/supports to try out.

Kelly noted that the student working with her is putting a list of mental health resources for men in our area. She will share it with us when it is completed at the end of the month.

6. ElevateHER Mental Health Support Services Canada

This is a new service for females and those identifying as females and their families' ages 9+ with an emphasis on youth with an office on Water Street in Shelburne. Their other office is in Truro. Tamara will contact them to see if there is a way to support the work of each other perhaps with self care plans.

7. Treasurer Position

We are still seeking a volunteer treasurer.

8. Financial Report - Grants and Funding

Red Cross Grant – midterm report is soon due.

About March 28 or 29 we should hear about the application we submitted to Credit Union Atlantic for head phones.

Wellness Funds from the Community Health Board– The deadline to apply is May 6. We discussed preparing an application to be able to have a speaker/workshop to celebrate Mental Health Awareness Week in October. It was agreed to invite Amelia Daykin to our April 18 meeting in Barrington at 10:30am to get information from her regarding a Mental Health and Wellness Expo they are planning for September. Penny to invite her. We had previously said perhaps we would update and expand the Story Trail experience and partner with MDS Recreation Coordinator to do that again. We will check with Peggy about that when she returns. Perhaps we should do it in Barrington and Lockeport in addition

to MDS. We will wait until Peggy returns regarding the Story Trail and when we know more about the Expo being planned before we prepare an application for Community Health Board Grant funds.

9. NS Warm Line Report

NS Warm Line January Report to Board Presented to Shelburne County Mental Health Association Board of Directors Presented on: February 21, 2023 Sent by Tamara McIntyre, NS Warm Line Coordinator

SUMMARY

The Nova Scotia Warm Line continues to operate online through the support and activity of both volunteers and paid staff. February was a quiet month, both for call-ins and for reaching our Senior clients.

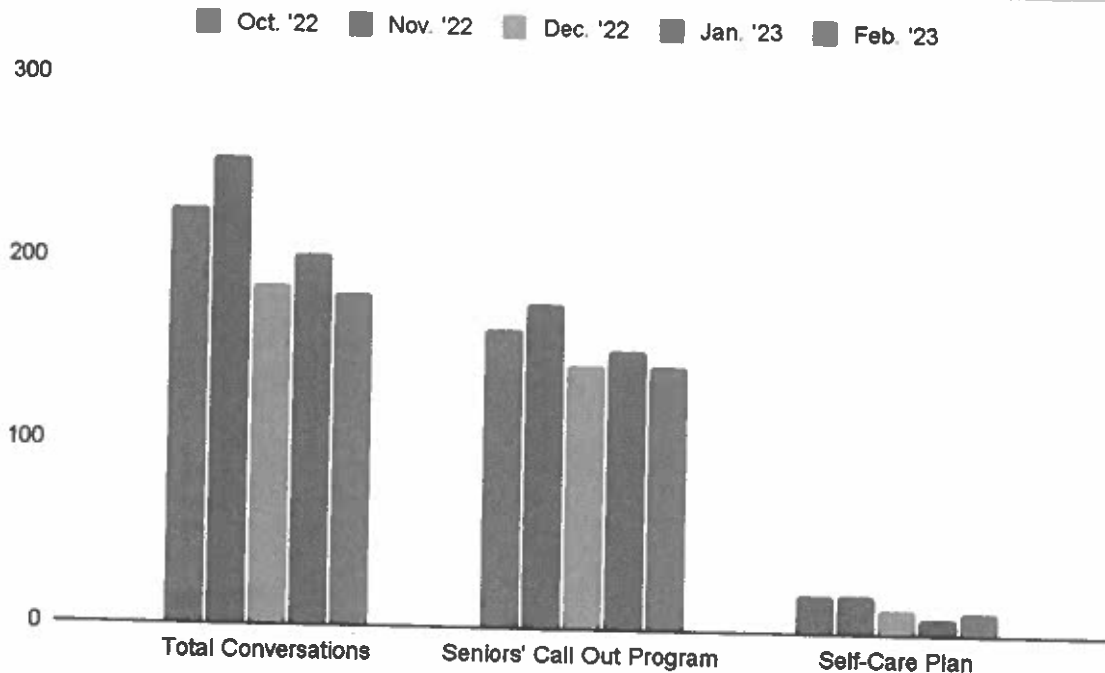
We have multiple people using the Warm Line as part of their ongoing self-care plan. WLC requested a wellness check for a crisis call in Edmonton.

One volunteer resigned.

DETAILS

- Total Conversations: 181
- Phone: 181
- Chat: 0
- Unique Callers: 39
- Breakdown
- Senior Safety Program Calls: 144
- Self-care Plan: 12
- Crisis Call: 1
- Silent: 1
- Administrative Call: 11
- Uncategorized: 12
- Active Volunteers: 3
- New Volunteers: 0

5 MTH COMPARISON



Warm Line Shut Down Plan

- Propose that the Board and WLC start putting together a staged shutdown for the warm line, including target dates and a plan for either continuing or transitioning the Seniors' Call Out Program and Self-Care Plan calls

Kevin noted that the warm line shut down decisions need to end with September 2024 as our contract with Izzy ends then and either has to be renewed or ended.

Kelly volunteered to help Tamara and others put the warm line shut down plan together.

Kelly and her student took the warm line training with Tamara. Kelly stated that she felt it was very good.

Recruitment of Volunteers

Kevin has asked the Red Cross Grant manager if we can use the \$2,000 we have been approved for travel for facebook ads for volunteer recruitment. The grant manager is checking further up the line and will get back to us but he was not thinking we could do that.

10. Copyright Infringement

We have received a letter by email from the lawyer for the Canadian Press informing us that we will be sued if we do not pay \$1,375 by April 2 before it goes to court and could cost us up to \$20,000. We ignored previous letters by mail as we felt it could be a scam. If it is real it should be Gazelle's responsibility as they built the website for us and put a picture on it belonging to the Canadian Press. Kevin will again try to reach David Liss with Gazelle to get this straightened out.

We still do not know if this is real and if we should be concerned about it. Kelly and Penny thought they might be able to get help to figure out if this is real.

10. Plan to Shut Down the Warm Line

If we are to shut down the warm line then steps with dates need to be established. The call in service would be taken over by programs such as Peer Support.

It was noted that the call out to seniors portion of our warm line service is the only one of its kind and that it would be nice to continue that service. We call 25-30 seniors on a regular basis, most once a week and a few of them twice a week. We should draw up a Proposal to present to N.S. Dept. of Seniors to have them fund the call out service. Our face to face meeting with the Minister of the Dept. of Seniors was cancelled. We should contact them and ask to reschedule that meeting with the Minister. To support the Proposal we should have letters of support from a number of Senior Safety Officers and the seniors themselves that receive a call from us.

12. Rally Point Retreat

Bob Grundy emailed Marilyn recently to let us know that they have been approved for \$75,000 from the N.S. Mental Health and Addictions. All felt this was great news as Rally Point Retreat does excellent work to support folks with mental health and addictions.

13. Community Connections Project

We were asked to answer a number of questions in an interview. Kevin and Marilyn met by zoom to answer the questions on paper. Tamara has submitted it to Jodene Dunleavy, a Consultant with Impact Organizations of N.S. The goal of the Community Connections project is to understand and to propose options for strengthening groups and organizations in Nova Scotia that work with older adults to support aging and in safe, healthy, inclusive age-friendly communities. Being asked to participate in this project is very timely for us as we try to explore if sustainable funding might be available from N.S. Dept. of Seniors in the future for operating call outs to Seniors through the warm line.

14. Community Links

Kevin noted that the second meeting with Community Links is scheduled for next week. He will attend. It was wondered if they might know more about the Community Connections Project.

15. Next Meeting April 18, 2023

Our next meeting will be Tuesday, April 18, 2023 in the Municipality of Barrington offices at 10:30am. Marilyn to book it.

16. Adjournment There being no further business the meeting adjourned at 11:45 pm.