



**TOWN OF LOCKPORT  
COUNCIL MEETING  
MONDAY, APRIL 8, 2024 AT 6:00 P.M.  
AGENDA**

**1. Call to order**

**2. Silence Electronic Devices**

**3. Approval of Agenda, including additions or deletions**

**Draft Motion – That Council approve the agenda for the April 8, 2024 meeting as presented.**

**4. Approval of Minutes**

- Regular Council Meeting Minutes March 25, 2024

**Draft Motion – That Council approve the Minutes from the Regular Council Meeting of March 25, 2024 as circulated.**

**5. Business arising from Previous Minutes**

There was no business arising from the previous meeting.

**6. Community Forum (Open Mic)**

- 20 Minutes Maximum
- Each resident is allowed a maximum of five minutes
- The resident is to speak directly to Council
- There will be no interaction by Council at this time
- If questions are posed by residents the question will be recorded to be researched

## **7. Presentations**

Presentation of proposed new Solid Waste Management By-Law by Ryan Jamieson, (Page 1-16)

## **8. Finance**

- List of invoices already paid for the month of March, 2024 in the amount of \$33,830.64 (Page 17)
- List of invoices already paid for the month of April, 2024 in the amount of \$22,209.18 (Page 18)
- Appointment of Auditor for 2024/2025

**Draft Motion – That Council approve the appointment of Belliveau Veinotte as the Auditor for the fiscal year 2023/2024.**

## **9. Other Business**

- Motion to Rescind Policies listed below:
  - # GG-016 – Sun Safety
  - # GG-017 – Healthy Eating in Municipal & Recreation Settings
  - # GG-022 – Community Event Prohibited Vending

**Draft Motion – That Council rescind the following three Policies after lengthy review:**

- # GG-016 – Sun Safety
- # GG-017 – Healthy Eating in Municipal & Recreation Settings
- # GG-022 – Community Event Prohibited Vending

## **10. Council Reports**

- Mayor Cory Nickerson (Page 19)
- Deputy-Mayor Dawn DeMings-Taylor (Page 20)
- Councillor Dayle Eshelby (Page 21)
- Councillor Kent Balish (Page 22)
  - o Western Counties Regional Library (Page 23-28)
- Councillor Mary Meagher (Page 29)
  - o Shelburne Mental Health and Wellness Association (Page 30-31)

## **11. Correspondence**

- Thank you letter from the Western Counties Regional Library for additional 5% funding for 2024/2025. (Page 32)

## **12. Information Only**

- Service Exchange Agreement (page 33-41)
- Letter from the Honourable John Lohr, Minister of Municipal Affairs and Housing re: Extreme weather events (Page 42-43)

## **13. Date of next meeting**

- April 22, 2024 at 1:00 p.m.

## **14. "In Camera"**

- Personnel Issue

## **15. Adjournment**

TOWN OF LOCKEPORT

BE IT RESOLVED that the Council of the Town of Lockeport, under the authority vested in it by the *Municipal Government Act*, S.N.S. 1998, c. 18, wishes to adopt the following by-law:

SOLID WASTE MANAGEMENT BY-LAW

A BY-LAW TO PROVIDE FOR THE PROPER SEPARATION, STORAGE, PLACEMENT FOR PICK-UP, COLLECTION AND DISPOSAL OF ALL TYPES OF SOLID WASTE RESOURCES IN THE TOWN OF LOCKEPORT

**SHORT TITLE:**

- 1 This By-law shall be known and may be cited as the “Solid Waste Management By-law”.

**DEFINITIONS:**

- 2 In this By-law:
  - a) “**blue bag recyclables**” means glass bottles, glass jars, cans (whether made of aluminium, steel or tin), polyethylene plastic bottles, plastic containers, plastic bags, milk and juice cartons, tetra packs, mini-sip containers and other items as designated by Council from time to time;
  - b) “**boxboard**” means cereal, shoe, tissue, detergent, cracker, cookie, baking product and frozen food boxes, toilet paper rolls and paper towel rolls or other similar items;
  - c) “**bulky items**” means large items originating from a premises used as a residence and includes, but is not limited to: vacuum cleaners, upholstered furniture, mattresses, box springs, plastic barrels, and porcelain bathroom items such as toilets.
  - d) “**collectible waste**” means those waste which are eligible for collection within the volume and other restrictions elsewhere in this By-law, on regularly scheduled collection days, including organic materials, recyclable materials, and residual waste and bulky items;

- e) “**construction or demolition materials**” means left-over material generated as a result of any form of construction or renovation and materials generated from demolition activity including but not limited to: asphalt, brick, mortar, polystyrene or fibreglass insulation, cellulose, drywall, plaster, shingles, metal and scrap wood whether or not such other materials are regulated by the Province of Nova Scotia and whether or not such material meets the definition of “C & D Debris” in the N.S.E. 1997 Guidelines for same;
- f) “**Council**” or “**council**” means the Council of the Town of Lockeport;
- g) “**dispose**” means any form of disposal whether temporary or permanent including the following: dump, deposit, store, place, or bury regardless of whether the material in question is dumped, deposited, stored or placed in a bin, box, other container or other containment method;
- h) “**dwelling**” means a building, or a unit in a building, occupied or intended to be occupied as a home, residence or sleeping place by one or more persons but does not include a hotel, motel, guesthouse or inn;
- i) “**eligible premises**” means all properties within the Municipality with the exception of certain restrictions placed on properties located on private roads as addressed elsewhere in this by-law;
- j) “**Paper recyclables**” means newspaper, magazines, corrugated cardboard, telephone and other soft cover books, boxboard, envelopes (other than padded or bubbled), egg cartons and other similar items as are designated by council from time to time;
- k) “**food waste**” means fruit and vegetable peelings, table scraps, meat, poultry and fish, shellfish, dairy products, cooking oil, grease and fat, bread, grain, rice and pasta, bones, egg shells, coffee grounds and filters, tea leaves and bags or other similar items;
- l) “**household hazardous waste**” means any corrosive, flammable or poisonous material or substance such as oil and oil products, radioactive materials, acids, poisons, insecticides or other poisons used for agricultural purposes or for rodent control, any substance or chemical highly lethal to mammalian or aquatic life and any substance or chemical dangerous to the environment – including but not limited to: batteries, left-over liquid paint, left-over corrosive cleaners, pesticides or herbicides, gasoline, fuel oil and used motor oil, solvents and thinners, pharmaceuticals, drugs and needles, aerosol cans which contain hazardous substances, BBQ propane Tanks and small propane cylinders or canisters such as those used for camp stoves or propane torches;

- m) **“leaf and yard waste”** means grass clippings, leaves, brush, twigs, house and garden plants, sawdust and wood shavings or other similar items;
- n) **“Municipal collection”** means the carrying out by, or on behalf of, the Town, of scheduled collection of collectible waste from eligible premises;
- o) **“Town”** or **“Town”** means the Town of Lockeport;
- p) **“non-collectible waste”** means all material other than collectible waste and, without limiting the generality of the foregoing, includes:
  - i) highly combustible or explosive materials including, without limiting, celluloid cuttings, motion picture film, oil or gasoline soaked rags, gas containers, chemicals, acids or other combustible residues, fine dry sawdust, ammunition, dynamite, or other similar material;
  - ii) materials that are considered pathogenic or biomedical including, without limiting, dressings, bandages or other infected materials or hypodermic needles discarded in the course of the practice of physicians, surgeons, dentists or veterinarians;
  - iii) carcasses or parts of any animal except food waste;
  - iv) waste listed or characterized as hazardous by any Federal or Provincial law;
  - v) transient waste;
  - vi) liquid waste or material that has attained a fluid consistency and has not been drained;
  - vii) soil, rock and stumps;
  - viii) construction or demolition materials;
  - ix) wood, wooden pallets, wooden barrels and wooden furniture;
  - x) septic tank pumpings, raw sewage or industrial sludge;
  - xi) radioactive materials;
  - xii) industrial waste from factories or manufacturing processes;
  - xiii) manure, kennel waste, excreta, fish processing waste;
  - xiv) lead-acid automotive batteries and propane tanks;

- xv) waste which has been placed for municipal collection but not in accordance with the provisions of this by-law; and
- xvi) materials banned from landfill disposal by the N.S.E. *Regulations Respecting Solid Waste-Resource Management*, November, 1995, as amended – other than recyclable materials or organic materials from eligible premises.
- q) “N.S.E.” means Nova Scotia Environment or its successor provincial department should there be a name change;
- r) “**occupant**” means any person who, in addition to or instead of the owner, resides in or is the lessee of, whether by way of verbal or written lease or other arrangement, a building or on a property located within the Town and includes any assignee or legal representative of same;
- s) “**organic materials**” means food waste, leaf and yard waste, boxboard, soiled and non-recyclable paper, ashes or soot, branches and bushes, bare and natural Christmas trees and other material of plant or animal origin as designated by Council from time to time;
- t) “**owner**” refers to the owner of property and includes a part owner, joint owner, tenant in common or joint tenant of the whole or any part of land or a building and, in the case of the absence or incapacity of the person having title to the land or building, a trustee, an executor, a guardian, an agent, a mortgagee in possession or a person having the care or control of the land or building; and, in the absence of proof to the contrary, the person assessed for the property;
- u) “**recyclable materials**” means paper recyclables and blue bag recyclables;
- v) “**residual waste**” means the following:
  - i) broken bottles, crockery and glassware – subject to the restrictions imposed elsewhere in this by-law;
  - ii) floor sweepings, pet litter, light bulbs, used disposable diapers, candy wrappers, discarded clothing and furnishings, broken toys, mats and small carpets, non-recyclable plastic and metal, non-recyclable packaging including Styrofoam™, non-repairable household goods and other household waste; and
  - iii) bulky items.

- w) **“soiled and non-recyclable paper”** means napkins, paper towel & fast food wrappers, wax paper, file folders, yellow & brown envelopes, wrapping paper, soiled pizza boxes, paper plates and cups, damp and soiled newspaper and flyers, sugar, flour & potato paper bags or other similar items;
- x) **“solid waste”** means collectible waste, non-collectible waste, special waste, construction or demolition materials, household hazardous waste, transient waste and any other waste or discarded tangible personal property;
- y) **“special waste”** means metals and white goods;
- z) **“transfer station”** means the Construction and Demolition Materials Transfer Station operated by the Municipality;
- aa) **“transient waste”** means waste material generated outside the Municipality;
- bb) **“unit”** means a self-contained portion of a building occupied as a separate residence;
- cc) **“white goods”** means any large household appliance including but not limited to stoves, dishwashers, washers, dryers, hot water heaters, refrigerators, freezers, dehumidifiers and air conditioners
- dd) **“Communal storage”** means a designated collection location, container, box or bin where any person from more than one dwelling or eligible premises place solid waste for municipal collection.

**PACKAGING FOR MUNICIPAL COLLECTION:**

- 3 No person shall place, or caused to be placed, organic materials out for municipal collection in a container other than a green cart or other very similar plastic container.
- 4 No person shall place, or caused to be placed, recyclable materials out for municipal collection in a container other than a blue plastic bag.
- 5 Notwithstanding the immediately preceding section, corrugated cardboard shall be flattened out and secured in convenient bundles weighing no more than 20 kilograms each.

- 6 No person shall place, or caused to be placed, residual waste out for municipal collection in a container other than a clear plastic bag.
  - a) Each eligible premise is permitted to place one (1) opaque plastic bag, no larger than 55.58 cm x 60.96 cm (77L) into (1) clear bag for residual waste out for municipal collection on each regularly scheduled collection day. (Reflects size of privacy bag).

**PLACEMENT OF WASTE FOR MUNICIPAL COLLECTION:**

- 7 every owner or occupant shall place collectible waste or special waste out for municipal collection in a location at the end of the driveway servicing the premises from which the collectible or special waste was generated or along the shoulder of the street, road or highway which abuts the same premises and in the case of one sided collection in the safest most accessible location nearest the same premises on the appropriate side of the street, road or highway, in both cases, in a manner which does not obstruct pedestrian traffic, vehicular traffic or snow removal operations on the said street, road or highway.
- 8 No person shall place recyclable or organic materials out for municipal collection, if placed outside a collection bin, other than in a location as described in the preceding clause and, also, unless separated from other collectible waste.

**COLLECTIBLE WASTE — PREPARATION AND RESTRICTIONS:**

- 9 No person shall place, or cause to be placed, any collectible waste out for municipal collection on any one municipal collection day unless done so in accordance with the following restrictions:
  - a) broken bottles, crockery and glassware shall be tightly wrapped in cardboard or other suitable material and clearly marked “GLASS” in order to minimize risk of injury to municipal collection personnel;
  - b) ashes and soot shall be completely cooled; and
  - c) an oil tank, must be completely empty and shall not exceed 200 gallons in capacity
- 10 An owner or occupant may place, or cause to be placed, any number of blue bag recyclables and paper recyclables eligible for municipal collection from eligible premises.
  - a) Every owner or occupant shall place paper and boxboard into a separate bag from blue bag recyclables for scheduled municipal collection.

- 11 No person shall place, or cause to be placed, any collectible waste out for municipal collection before 12:00 noon of the day immediately preceding the day scheduled for municipal collection.
- 12 every owner or occupant shall place collectible waste out for collection by 7:00 a.m. of the day scheduled for municipal collection.
- 13 No person shall permit any empty or rejected container or any rejected materials to remain at the municipal collection placement spot after 12:00 noon of the day immediately following the day scheduled for municipal collection.
- 14 No person shall place, or cause to be placed, any non-collectible waste in, at or near the locations described above as being appropriate for the placement of collectible waste for municipal collection.

**MUNICIPAL COLLECTION ZONES:**

- 15 The Council may:
  - a) divide the Town into zones for the purpose of municipal collection of collectible waste from eligible premises on various days of the week;
  - b) designate a particular day of the week and frequency for municipal collection of collectible waste in each zone;
  - c) alter the boundaries of zones as deemed necessary on reasonable notice to the public; and
  - d) designate areas, streets, roads or collection zones where the municipal collection of waste at roadside shall be one-side collection only for the purposes of safety, efficiency and accessibility.

**MUNICIPAL COLLECTION DAYS:**

- 16 Regularly-scheduled municipal collection of collectible waste from eligible premises shall take place once every two (2) weeks commencing at 7:00 a.m.
- 17 When a regularly scheduled day for municipal collection falls on New Years Day or Christmas Day, there shall be no municipal collection on that day and the regularly scheduled municipal collection of collectible waste will be rescheduled to an alternate day which may be:

- a) Saturday;
  - b) combined with another municipal collection day; or
  - c) a day in the week following or preceding the normal municipal collection week.
- 18 The schedule of exact dates for municipal collection of collectible waste in the various zones may be published from time to time and circulated within the Town.

**COLLECTION OF SPECIAL WASTE:**

- 19 The Council may designate a day or days in the Spring, as well as a day or days in the Fall, for municipal collection of special waste as defined in this by-law.
- 20 No person shall place a refrigerator, freezer, air conditioner or dehumidifier out for municipal collection. (we do not pick up these items, nor can we with our service provided)
- 21 No person shall place, or caused to be placed, other special waste out for municipal collection except on a day designated by Council for the municipal collection of same and in accordance with the following restrictions:
- a) such special waste shall be packaged, bundled or boxed so as to facilitate removal and handling;
  - b) each individual package, bundle or box of such other special waste shall not exceed 100 kgs in weight;
  - c) each individual package, bundle or box of such other special waste shall not exceed 190 cm in any dimension; and
  - d) the total of such other special waste, per premises, placed out for municipal collection on any one day shall not exceed 5.0 cu. m. in total volume.
- 22 No person shall place, or cause to be placed, any special waste out for municipal collection before 12:00 noon of the day immediately preceding the day designated by Council for municipal collection of same.
- 23 Every owner or occupant shall place special waste out for collection by 7:00 a.m. of the day scheduled for special collection.
- 24 No person shall permit any rejected or residue special waste to remain at the municipal collection placement spot after 12:00 noon of the day immediately following the day designated by Council for municipal collection of same.

**RESPONSIBILITIES OF OWNERS AND OCCUPANTS:**

25 Every owner or occupant shall:

- a) properly store all collectible waste generated at his or her premises between regularly scheduled municipal collection dates;
- b) take all reasonable measures to ensure green carts and similar plastic containers are kept in good repair and in a sanitary condition;
- c) take all reasonable measures to ensure that any solid waste container is covered and secured at all times except when being emptied or filled;
- d) clean up any type of solid waste which has escaped from its container;
- e) store collectible waste outside the main building on the eligible premises in containers which are inaccessible to pests, rodents, vermin, seagulls or animals;
- f) store any waste refrigerator or freezer either inside an enclosed and locked building or with the doors of the refrigerator or freezer removed;
- g) ensure the proper preparation of all collectible waste in accordance with this by-law; and
- h) ensure that collectible waste or special waste is placed for municipal collection in accordance with this by-law.

**REJECTION OF WASTE:**

26 Any type of solid waste which has been set out for municipal collection is subject to inspection by the Town or its agents and any such solid waste found or deemed by same to not be set out in accordance with the requirements of this by-law may be rejected and not collected.

27 In the event that collectible waste or special waste is rejected for Municipal collection by the Town or its agents, a tag shall be affixed to each such container, bag or bundle indicating the reason or reasons for rejection and a written record of such rejection, and the reasons therefore, may be kept by the Municipality.

- a) Any rejection of solid waste, as designated by a rejection sticker, shall remain the property of the owner.

### **COLLECTION BINS**

- 28 Outdoor or roadside box or bin is acceptable as for placement of collectible waste provided it meets the following specifications:
- a) Constructed of wood or other material so as to be inaccessible to pests, rodents, vermin, seagulls or animals
  - b) Affixed with a securely-hinged lid weighing not more than 12 kilograms;
  - c) Shall have a support to hold the lid open while the contents are being emptied;
  - d) Be maintained at all times in a neat condition and kept in good repair
- 29 White goods or other insulated boxes of any kind are not permitted to be used as a collection bin
- 30 The placement of any collection bin shall meet the requirements for the proper placement of collectible waste as outlined elsewhere in this by-law.
- 31 The area inside and surrounding any collection bin shall be kept in a neat and clean condition free of any litter and non-collectable waste.

### **PRIVATE ROADS:**

- 32 Every person whose premises is located on a Private Road may be required to, on the appropriate municipal collection day, transport all collectible waste generated from that premises to a designated location on the shoulder of the nearest public road and, in the case of one-sided collection, on the appropriate shoulder of said public road; and in such a manner not to constitute a nuisance.
- 33 Notwithstanding the foregoing, the Town or its agent may, at certain times of the year and depending on a variety of factors, including safety concerns and accessibility, notify owners or occupants of premises located on a Private Road that collection will take place in front of each individual premise, or certain of them, for a period of time.

**LEGAL AND ILLEGAL DISPOSALS:**

- 34 Except for the placement of collectible waste for municipal collection in accordance with this By-law, no person shall dispose of – or cause or permit the disposal of – solid waste at any location or manner in the Town except as follows:
- a) backyard composting carried out in such a manner as to not constitute a nuisance;
  - b) subject to any Federal or Provincial law to the contrary, the disposal of waste trees, brush or portions thereof or other organic farm or forestry waste on privately-owned forest or farm land in such a manner as to not constitute a nuisance;
  - c) subject to any Federal or Provincial law or other Town By-laws to the contrary, the disposal of aggregate, soil, bricks, mortar, concrete or asphalt pavement as fill in such a manner as to not constitute a nuisance.
- 35 No person shall dispose of, or cause or permit the disposal of, construction or demolition materials at any location in the Town except at the approved Construction and Demolition Materials Transfer Station.
- 36 No person shall dispose of, or cause or permit the disposal of, household hazardous waste at any location in the Municipality except at the approved Household Hazardous Waste Depot.
- 37 Proof that any type of solid waste, which was disposed of in contravention of this by-law, originated from a particular person, or from the residence of a particular person, shall, in the absence of evidence sufficient to convince a court to the contrary, be evidence sufficient for a court to infer that the said particular person so disposed of that solid waste, or a portion of that solid waste, or caused or permitted it to be disposed of.

**HOUSEHOLD HAZARDOUS WASTE:**

- 38 Every owner or occupant shall store any household hazardous waste generated by same in a safe and secure manner and place and shall deliver same, as soon as is reasonably possible, to the Household Hazardous Waste Depot.
- 39 No person shall dispose of, or cause or permit the disposal of, any type of household hazardous waste in or adjacent to the Household Hazardous Waste Depot after authorized staff of the HHW depot has refused to accept same.

40 No person shall dispose of, or cause or permit the disposal of, any type of household hazardous waste in or adjacent to the Household Hazardous Waste Depot when the HHW depot is not open and operational.

**MUNICIPAL SOLID WASTE MANAGEMENT FACILITY**

41 The Construction and Demolition Materials Transfer Station operated by the Town or its agent is a Municipal Solid Waste Management Facility and the operator or other authorized staff of same may refuse a load of solid waste:

- a) which is comprised of, or contains, solid waste other than the type of solid waste for which that facility has been designed; or
- b) for which a tipping fee has not yet been set or negotiated with the solid waste generator or collector; or
- c) for which a tipping fee has not yet been paid to the facility; or
- d) for which tipping fee payment arrangements – satisfactory to the Town – have not yet been made.

42 No person shall dispose of, or cause or permit the disposal of, any type of solid waste in or at the Construction and Demolition Materials Transfer Station after authorized staff of the transfer station has refused to accept same.

43 No person shall dispose of, or cause or permit the disposal of, any type of solid waste near or adjacent to the Construction and Demolition Materials Transfer Station when the transfer station is not open and operational.

**GENERAL PROHIBITIONS:**

44 No person shall pick over, remove, collect, disturb or otherwise interfere with any type of solid waste or container.

45 The above prohibition does not apply to:

- a) the person who placed the solid waste or container either out for collection or into the collection bin; or
- b) waste wood material, appliances or furniture and other reusable bulky items which have not been secured inside a regulation container.

46 No person shall dispose of any type of solid waste by the burning of same except for brush or tree limbs and only in such place and under such conditions as are permitted by any applicable Provincial or Federal laws.

## **ENFORCEMENT and PENALTIES**

- 47 Any person who disposes of solid waste other than in accordance with this by-law is guilty of a summary offense and is liable, upon conviction, to a fine of not less than Five Hundred Dollars (\$500.00) and not more than Five Thousand Dollars (\$5,000.00), and in default of payment to a term of imprisonment not to exceed ninety (90) days.
- 48 Any person who violates any other provision of, or permits anything to be done in violation of, this by-law is guilty of a summary offense and is liable, upon conviction, to the following:
- a) for a first offense, a fine of not less than One Hundred Dollars (\$100.00) and not more than One Thousand Dollars (\$1,000.00) and in default of payment thereof to a term of imprisonment not to exceed thirty (30) days;
  - b) for a second offense, a fine of not less than One Hundred Dollars (\$100.00) and not more than Two Thousand Dollars (\$2,000.00) and in default of payment thereof to a term of imprisonment not to exceed sixty (60) days;
  - c) for each subsequent offense, a fine of not less than One Hundred Dollars (\$100.00) and not more than Five Thousand Dollars (\$5,000.00) and in default of payment thereof to a term of imprisonment not to exceed ninety (90) days.
- 49 Any person who obstructs or hinders any person in the performance of their duties under this by-law is guilty of a summary offense and is liable, upon conviction, to a fine of not less than Five Hundred Dollars (\$500.00) and not more than Five Thousand Dollars (\$5,000.00), and in default of payment to a term of imprisonment not to exceed ninety (90) days.
- 50 Pursuant to the provisions of the *Municipal Government Act*, in addition to a fine imposed for violation of this by-law a judge may order the person to comply with this by-law within a time period specified in the order.
- 51 Each day that a person commits any offence under this by-law constitutes a separate offence.
- 52 Where a breach of this by-law is anticipated or is of a continuing nature, the Town may, pursuant to the provisions of the *Municipal Government Act*, apply to a judge of the Supreme Court of Nova Scotia for an injunction or other order and the judge may make any order that the justice of the case requires.

53 Where a person is convicted of an offence under this by-law and the court is satisfied that, as a result of the commission of the offence, clean-up or site remediation costs were incurred, whether by the Municipality or by a person, the Court may order the offender to pay, in addition to all other fines and penalties, restitution to the Municipality or person in an amount equal to the said clean-up or remediation costs.

#### **ADMINISTRATIVE TICKETING**

54 In lieu of prosecution under this by-law the may, through its designated employee or employees and in its sole discretion, issue to any person it believes, upon reasonable grounds, has committed a offence under this by-law a Notice of Alleged Violation allowing the person to whom it is directed to avoid possible prosecution by means of the voluntary payment of a sum of money.

55 Any person who receives a Notice of Alleged Violation in relation to this by-law and where the said Notice so provides, may pay a penalty in the amount of Fifty Dollars (\$50.00) to the office of the Town Clerk provided that said payment is made within fourteen (14) days of the date of issuance of the Notice and said voluntary payment shall be in full satisfaction in relation to that particular Notice and shall thereby release the person named from prosecution for that particular alleged violation.

56 The making of a voluntary payment pursuant to a Notice of Alleged Violation under the preceding section does, in no way, relieve the alleged violator from compliance with this by-law including clean-up of solid waste disposed of in violation of this by-law.

57 Nothing in this by-law requires the Town to issue a Notice of Alleged Violation in lieu of initiating a prosecution in relation to an alleged violation.

**REPEAL:**

58 The former Solid Waste Management By-law, being The Solid Waste Management By-Law of the Town of Lockeport is hereby repealed.

Date – First Reading: April 22, 2024
Date – Notice, in paper, to Public: May 15, 2024
Date – Second Reading: June 10, 2024
<b>Adopted by the Council of the Town of Lockeport</b>
the day of _____, 2024.
Clerk (Sign) _____
Clerk (Print) _____ Date: _____
Date – mailed 1 certified copy of by-law to SNS&MR:
*Date – ad re of passage of by-law:
*Effective Date of by-law unless otherwise specified in the text of the by-law

THIS IS TO CERTIFY that the foregoing is a true copy of a By-Law passed at a duly convened meeting of the Council of the Town of Lockeport, held the      day of

Given under the hand of the Clerk and under the seal of the Town of Lockeport this      day of

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June Harding  
Town Clerk/Treasurer



LIST ON INVOICES ALREADY PAID TO BE PRESENTED AT THE		
APRIL 8 2024 MEETING		
APRIL INVOICES		
HARDING, JUNE	MEDICAL AND LIFE INSURANCE	27.20
MEBA-ADMINISTRATION CONSULTING INSURANCE BROKERS INTERNATIONAL	MFR AND FIRE ASSOCIATION	2,980.00
NOVA SCOTIA POWER	LIFT STATION 7, 11-13 - APR 1	195.95
NOVA SCOTIA POWER	TRANSPORTATION, LIBRARY - APR 1	728.22
NOVA SCOTIA POWER	TOWN HALL AND REC CENTRE HEAT PUMPS POWER, PRINCIPAL AND INTEREST - APR 1	3,844.83
NOVA SCOTIA POWER	LIGHTHOUSE STAGE 25%, MFR 75% - APR 1	826.55
NOVA SCOTIA POWER	LIFT STATIONS 1-5 - APR 1	1,305.52
RECEIVER GENERAL OF CANADA	FIRE FIGHTER RADIO LICENCE	810.80
TELUS HEALTH	MEDICAL AND LIFE INSURANCE	692.03
TRI-COUNTY REGIONAL CENTRE FOR EDUCATION	MONTHLY EDUCATION TAX	9,471.86
XTR FOSS NATIONAL LEASING	FUEL FOR TOWN OWNED VEHICLES	1,326.22
	<b>TOTAL</b>	<b>22,209.18</b>

Mayor Nickerson Meetings for March 2024

Regular council x2

-Emergency Council (Wastewater)

-Consolidation Discussion

-Canada Day X2

-Shelburne County Leadership (Barrington)

-Hayden Lake Water Utility Meeting

DEPUTY MAYOR DAWN DEMINGS-TAYLOR MARCH 2024 MEETINGS

- March 5 Emergency Council Meeting
- March 6 Council Discussion
- March 7 Policy Review meeting
- March 11 Council Meeting
- March 18 Discussion meeting for Consolidation Talks
- March 18 Recreation Meeting
- March 25 Council Meeting

Councillor Eshelby Meetings for March 2024

- March 3 Winterfest Closing Ceremonies
- March 4 NSH/Community Stakeholder Meeting
- March 6 Council Discussion
- March 6 Indigenous Day Meeting
- March 7 Town Policy Review
- March 7 Climate Caucus Elected only call
- March 7 July 1st Meeting
- March 11 Regular Council
- March 12 Make Your Move
- March 16 Lunch and Learn, Nova Scotia African Network
- March 18 Council Discussion
- March 18 Recreation Meeting
- March 20 Green Shores Applying Nature Based Solutions in the Foreshore webinar
- March 20 Bridging Community and Data for Climate Action webinar
- March 22 Indigenous Day Meeting
- March 25 Reconciliation Workshop webinar
- March 27 NSFM Climate Change Advisory Committee
- March 27 Telus Health EPA- Elected Officials Webinar
- March 28 DNR Dunes Meeting
- March 28 July 1st Meeting



**COUNCILLOR BALISH MEETINGS**

**MARCH 2024**

06 DISCUSSION

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25 COUNCIL

# Western Counties Regional Library

## Board Meeting

December 7, 2023

The regular quarterly board meeting of the Western Counties Regional Library Board was held on Thursday, December 7, 2023 in the Board Room of the IWK Memorial Library building.

### Present:

Mayor Ben Cleveland, Vice-Chair, Town of Digby  
Councillor Kathy Bourque, Municipality of Argyle  
Councillor Carl Deveau, Municipality of Clare  
Councillor George Manzer, Municipality of Digby  
Councillor Doris Townsend, Municipality of Shelburne  
Councillor Patti Durkee, Municipality of Yarmouth  
Deputy-Mayor Elizabeth Acker, Town of Shelburne  
Councillor Wade Cleveland, Town of Yarmouth  
Ellen Burton, Yarmouth Public Library & Museum  
Patti Simpson, Province of Nova Scotia  
Erin Comeau, Secretary-Treasurer

### Regrets:

Louann Link, Shaun Hatfield, Kent Balish

### Via Zoom:

Patti Durkee, Wade Cleveland, Patti Simpson

### Absent:

Vacant - Shelburne Library Building Association  
Vacant - Province of Nova Scotia

### 1. Call to Order

The Board Vice-Chair, Ben Cleveland, called the meeting to order at 1:04 p.m.

**2. Adoption of Agenda**

Two items were added to the agenda:

10.3 Memberships Policy and 10.4 Members with Print Disability Policy

It was moved by George Manzer and seconded by Carl Deveau:

“That the agenda, with the two additions, be approved as circulated.”

Motion carried

**3. Minutes of the Previous Meetings**

The minutes of the September 28, 2023 board meeting were circulated. Ben Cleveland noted that his municipality was listed incorrectly under those Present. It was moved by George Manzer and seconded by Wade Cleveland:

“That the minutes of the September 28, 2023 board meeting, with the one correction, be approved as circulated.”

Motion carried

**4. Business Arising from the Minutes**

**4.1 Land Acknowledgement**

A Land Acknowledgement Statement and Guidelines was circulated. Board members commended the staff on their thoughtful approach. It was moved by Wade Cleveland and seconded by Carl Deveau:

“That the Land Acknowledgement Statement and Guidelines be accepted as an operation policy.”

Motion carried

**5. Chair’s Report**

With the Chair being out until the end of the year, there is no Chair’s Report.



## **6. Library Boards Association of Nova Scotia (LBANS) Representative Report**

Erin indicated that at the board meeting in September, a decision was made to revoke WCRL's membership from LBANS, and that Erin was to send a letter to LBANS informing them of the decision. WCRL received a letter from LBANS in October requesting that the Board consider the future of the association and WCRL's role in the association. The board discussed this request and came to the same conclusion – that WCRL will no longer be a member of LBANS.

The Board asked Erin to write a letter to LBANS advising them that WCRL will not be renewing its membership with LBANS in 2024.

## **7. Director's Report on Management Activities**

The Director's Report on Management Activities was circulated. Erin noted that Management, especially the branch managers, spend a good amount of time managing the 10 branches and headquarters and this does not leave them much time to complete other tasks. Erin continues to reprioritize annual goals to deal with time-sensitive matters and this is resulting in project delays. Board Members understood and expressed their support.

## **8. Financial Statement**

The October 31, 2023 Financial Statement was circulated. Erin noted that this statement does not include any retro paid on the wage increase. As of November 30, the salaries, extra coverage hours and benefits were within expected ranges. It was moved by Elizabeth Acker and seconded by Doris Townsend:

“That the October 31, 2023 Financial Statement be accepted as presented.”

Motion carried

## **9. Negotiations Committee**

### **9.1 Wage Re-opener Meeting Report**

Patti Simpson reported that on October 17, she and Erin met with Carl Crouse and two members of CUPE Local 2530 to review two options for the wage renegotiation. One was accepted and sent to members for a vote. The Union accepted the wage increase offer and retro was paid in November.

During the meeting, both parties agreed that contract negotiations could start earlier than normal and that talks could begin on items that would have little or no financial impact to WCRL.

**10. Policy Review and Recommendations**

**10.1 Social Media Policy**

The Social Media Policy was circulated. It was moved by Elizabeth Acker and seconded by Kathy Bourque:

“That the Social Media Policy be approved as presented.”

Motion carried

**10.2 Photography and Videos in the Library Policy**

The new Photography and Videos in the Library Policy was circulated. It was moved by Carl Deveau and seconded by George Manzer:

“That the Photography and Videos in the Library Policy be approved as presented.”

Motion carried

**10.3 Memberships Policy**

Erin indicated that the Memberships Policy was updated for accuracy.

It was moved by Carl Deveau and seconded by Doris Townsend:

“That the changes to the Memberships Policy be approved as presented.”

Motion carried

**10.4 Members with Print Disability Policy**

Erin indicated that the Members with Print Disability Policy was updated for accuracy.

It was moved by Elizabeth Acker and seconded by Doris Townsend:

“That the changes to the Members with Print Disability Policy be approved as presented.”

Motion carried

**11. Cargo Van**

Erin mentioned that she received notification that the Ford Transit Connect that was on order was cancelled because the Transit Connect is no longer being sold in Canada. She will start looking for a replacement. At the December 8, 2022, a motion was made to allow up to \$60,000 for a new vehicle, and at the September 15, 2023, an additional \$5,000 was accepted. She is unsure if \$65,000 will be enough as she may have to purchase a larger cargo vehicle. It was moved by Elizabeth Acker and seconded by George Manzer:

“That up to \$80,000 be allowed for the purchase of a new vehicle.”

Motion carried

**12. Correspondence**

**12.1 Letter to Minister CCTH**

A letter was sent to the new Minister of Communities, Culture, Tourism and Heritage informing him of our financial situation. The Provincial Librarian informed the Council of Regional Librarians (CORL) that the Minister is aware of the overall library-funding situation and that a committee will be created to review library funding. Representation across the province is important. Ben Cleveland agreed to put his name forward to represent WCRL.

**12.2 Thank you letter from patron**

Erin read a letter from a Yarmouth patron who wished to let the Board know how great the Yarmouth staff are.

**12.3 Letters to Municipalities**

Erin wished to discuss the draft letter to municipalities regarding WCRL’s funding situation. Board members suggested requesting extra municipal funding to help cover some of next year’s projected deficit. The Board asked Erin to email members with what she thought was a suitable request for extra funding and to seek approval from board members on the extra amount before sending letters to municipalities. Erin was also asked to include a summary of library services with the letter.

**13. Other - None.**

**14. Around the Table - None**

**15. Next Meeting**

Thursday, March 21, 2024 at 1:00 p.m.

**16. Adjournment**

On a motion from Kathy Bourque, the meeting adjourned at 2:14 p.m.

**Councillor Meagher Meetings for March 2024**

- March 3 Winterfest Closing Ceremonies**
- March 4 NSH/Stakeholders (Shelburne)**
- March 5 Emergency/Special Council**
- March 6 Council Discussion**
- March 7 Policy Reviews**
- March 10 Council Meeting**
- March 18 Meeting to Prepare for Consolidation Talks (latter cancelled)**
- March 18 Recreation Meeting**
- March 20 Shelburne Co Mental Health & Wellness Association (Shelburne)**
- March 25 Council Meeting**

Shelburne County Mental Health and Wellness Association  
Minutes Wednesday March 20, 2024

**1. Call to Order**

The meeting was called to order by Chairperson, Kevin Grant in the Lockeport Town Council Chambers at 10:39am

**Present:** Kevin Grant, Chairperson; Marilyn Johnston, Secretary; Tamara McIntyre, Co-Warm Line Coordinator; Mary Meagher, Councilor Town of Lockeport

**Regrets:** Penny Smith, Treasurer and Warden Mun of Shelburne; Loretta Nickerson, Executive Director SASI; Cheryl Baker, Director at Large Western Shelburne County.

**2. Minutes of February 21, 2024**

The Minutes of February 21, 2024 were emailed out to members.

**3. Who does What in Mental Health in Shelburne County**

Nothing new to add. The most up to date version is on our website.

**4. Treasurer and Vice-Chairperson Positions**

We need a treasurer, a vice-chairperson, and a Director at Large in Eastern Shelburne County. No volunteers at this time.

**5. Clubhouse Idea – Kelly Goudie**

We won't be participating in any plans except to provide encouragement if a Club House should locate in Shelburne through Kelly's efforts.

**6. Grants and Funding**

**Red Cross Grant** – Kevin completed and submitted the Final Report. He has been told that we will be receiving funding for the hours worked by Peggy and Linda even when they were volunteers with us. Their hours will be submitted. We should receive the final cheque of \$10,145 soon. This is very good news, Peggy and Linda should be able to continue in their paid positions.

**Age Friendly Grant** – We applied for and were approved for \$21,270 to run from February until the end of September.

**7. NS Warm Line Tamara's Report**

The numbers for the month were very similar to previous months. There are still a few regulars that call in but also a few that feel they are fine now without us. We have had a few new seniors referred to us from 211.

Tamara asked for time off the first week of June and the last weekend in July – Approved. It is hoped that Peggy will take on her duties when she is off.

Linda is doing very well with call-ins. Peggy is on vacation right now. We are still experiencing dropped calls, especially Linda. Together with Izzy we are trying to figure out what is causing the dropped calls.

Our shut down for the Warm Line had been rescheduled until the Senior's Center Without Walls pilot project has ended. It is anticipated that the pilot will run until the end of December 2024 and then take January 2025 to work on reports, etc. We will make firm decision on our closing date in the next 3 months so that we can transition clients to other services. We want to have clients weaned off by the end of September.

We may want to write a letter to share with any organizations that we feel would be a fit to take on the N.S. Warm Line. This would clarify what they may be getting into and help them make a decision to try it.

What is the new cut-off date to have a new Board in place to take over the warm line or to know that an organization will take it on.

Tamara has tried several times to make contact with the "Friendly Voice" but they are very difficult to make contact with. They are not interested in talking/partnering with us. Spencer's, our partner with the Seniors Center Without Walls pilot, operated a call out service to isolated seniors during the Covid-19 pandemic shutdown. Tamara will explore if they might want to take over the senior call out service of the Warm Line.

Kevin will update our website to reflect changes as they occur. It will be best to continue to pay for our website on a monthly basis. It was agreed to keep the postal box for one more year. Izzy will still be needed for the call out to Seniors (Oct. – January) after we stop taking call-ins the end of September.

We could change our name with Joint Stocks so that a new Board could use our Association and any money or assets remaining could go to them to continue the senior's call-out program. Perhaps a new Board would want to take on the Senior's Center Without Walls when the pilot program ends in Dec./January. With the two there would be enough work to hire a full time coordinator. This is all what if and up in the air at this time.

#### **8. Seniors Center Without Walls (SCWW) Pilot Project**

The hiring of a full time coordinator has been completed and an employment offer made. We don't know yet if the individual has accepted the position yet. Kevin is developing the website. A narrow launch in Shelburne and Lunenburg Counties and HRM is planned for soon with a soft launch in May and an official launch in June. As the full time coordinator is expected to start on April 2 the focus of the pilot project will shift towards programming ideas and options as well as outreach and promotion. We will promote the Seniors Center Without Walls to all of our warm line clients.

To take part in a program a senior pre-registers with the coordinator who calls them at the predetermined time of the program. A calendar of activities will be put together by the coordinator monthly and distributed and put on the website. Two programs a week will be offered in the beginning. They will be 30-60 minutes in length with 30 minutes of program and 30 minutes of chatting before and afterward. It is an interesting concept.

#### **9. Financial Update**

Marilyn noted that our bank balance to February 29, 2024 is \$18,822.22. The approved remaining funding from Red Cross (\$10, 145) and the new approved funding from the N.S. Dept. of Seniors (\$21,270) should soon be in our bank account.

Kevin prepared a financial report that shows that we are financially in good shape to operate until the end of January 2025 and have an anticipated \$12,000 to help a new Board get started. Kevin's handout is part of original paper copy of these minutes.

#### **10. NS Mental Health Knowledge Collaborative**

Nothing new to report right now.

#### **11. TriCounty Aging Well Together Coalition**

This group will have a meeting on April 25.

#### **12. NSH/Community Stakeholder**

A hybrid in person/online meeting is scheduled for June 3. The in person meeting alternates between the Roseway Hospital and Municipality of Shelburne offices.

#### **13. Next Meeting, April 16, 2024**

Our next meeting will be Tuesday, April 16/24 at 10:30am in Shelburne in Meeting Room B of the Shelburne Community Center. Marilyn to book it.

#### **15. Adjournment**

There being no further business the meeting adjourned.



## Western Counties Regional Library

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March 28, 2024

Town of Lockeport  
26 North Street  
PO Box 189  
Lockeport, NS B0T 1L0

Dear June Harding,

On behalf of the Western Counties Regional Library Board, I would like to thank you and your council for taking the time to discuss libraries and for granting our request for one year (2024-25) additional funding to help support staffing and staff wages. We are pleased to share that the Department of Communities, Culture, Tourism and Heritage has also approved bridge funding for libraries and that they will be starting the funding review process soon.

We look forward to working together with municipalities, libraries and the province on updating the Nova Scotia public libraries funding model and improving the public library experience.

Thank you for your continued support for libraries.

Sincerely,

A handwritten signature in black ink, appearing to read "Erin Comeau".

Erin Comeau  
Executive Director

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405 Main Street, Yarmouth, Nova Scotia B5A 1G3  
Tel: 902 742-2486 Fax: 902 742-6920 [westerncounties.ca](http://westerncounties.ca)



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

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PO Box 216, Halifax, Nova Scotia, Canada B3J 2M4 • Telephone 902-424-5550 Fax 902-424-0581 • [novascotia.ca](http://novascotia.ca)

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March 28, 2024

Dear Mayors and Wardens:

I am pleased to inform you that a significant milestone has been reached for our province and all municipalities. As of today, March 28, the new Service Exchange Agreement has been signed. [Historic Investment in Municipalities | Government of Nova Scotia News Releases](#)

Under this agreement, which comes into effect on April 1, 2024, the Province will be making a historical annual investment of \$82 million. This is a \$52-million increase from the \$30 million in funding through the annual Municipal Financial Capacity Grant.

The collaborative spirit and dedication exhibited by both the Province and municipalities over nearly two years of discussions have culminated in this agreement. It truly represents a comprehensive understanding of the evolving needs and aspirations of Nova Scotians, furthering the prosperity of our communities. As we move forward, I encourage you to review the details of the Service Exchange Agreement attached.

Thank you for your continued dedication to serving your communities. Together, we will continue to make meaningful strides towards growth and well-being for all Nova Scotians.

Sincerely,

Honourable John A. Lohr  
Minister of Municipal Affairs and Housing

c: Chief Administrative Officers

Attached: Memorandum of Understanding



**Memorandum of Understanding**

Between

The Province of Nova Scotia

and

Nova Scotia Federation of Municipalities  
("the Parties")

This Memorandum of Understanding (MOU) will establish a clear understanding of roles and responsibilities between the provincial and municipal levels of government with respect to service delivery and will provide the details that will form the relationship between the Parties.

The Parties understand the value of working collaboratively for the betterment of Nova Scotians and commit to working together to address the challenges and opportunities that face our province.

The Parties recognize that many of the services provided to Nova Scotians are shared responsibilities, which only emphasises the necessity for evidence-based decision making, meaningful collaboration, and a modern lens to be used when addressing challenges and opportunities as they arise.

**Guiding Principles:**

The two parties agree to the following guiding principles when approaching the work of this Memorandum:

**Respect:** the two parties recognize the deep commitment each has to the citizens of Nova Scotia and agree to adhere to the tenants of respectful dialogue and meaningful engagement during negotiations and ongoing work.

**Accountability:** the two parties agree to take responsibility for the work outlined within this agreement and to comply with the principles and agreements therein.

**Transparency:** the two parties agree, where feasible, greater transparency should be sought in the joint work of this memorandum.

**Communication:** the two parties agree, where feasible, to update NSFM members when points of progress or impasse are reached.

**Modern and forward thinking:** the two parties agree to use a forward thinking and evidence-based approach when approaching current and future challenges.

**Pertinent connections:** the two parties agree to focus on identifying pertinent connections, such as changes to the *Municipal Government Act*, that would support changes to this memorandum, or vice versa.

**Holistic Approach:** the two parties agree to use a holistic approach when outlining recommendations and services associated with funding.

O

**Progress and Review:**

The two parties agree to review and amend this agreement, if necessary, every 5 years.

The two parties agree to review and amend the attached Schedule A, as necessary.

The two parties agree to provide a progress update on the agreement and attached Schedule A, on a biannual basis.

The two parties agree that an advisory body will continue to support this work with new members being added as determined by the NSFM and municipal election cycle.

**Communications:**

With regard to the content of this agreement, the two parties agree to only communicate publicly in a joint release format. No independent releases shall be distributed.

**Consultation and 12 months' notice:**

The two parties agree to adhere to the following sections of the *Municipal Government Act*:

***Requirement to consult with Union***

*518 The Minister shall consult with the executive of the Union of Nova Scotia Municipalities respecting any proposed amendment to this Act. 1998, c. 18, s. 518.*

***Requirement to notify Union***

*519 (1) The Minister shall notify the Union of Nova Scotia Municipalities at least one year prior to the effective date of any legislation, regulation or administrative action undertaken by or on behalf of the Government of the Province that would have the effect of decreasing the revenue received by municipalities in Nova Scotia or increasing the required expenditures of municipalities in Nova Scotia.*

*(2) Subsection (1) does not apply with respect to any legislation, regulation or administrative action applying to the Province generally and not mainly to municipalities. 1998, c. 18, s. 519.*

**Other Agreements:**

The service exchange terms of this MOU will operate in addition to the service exchange terms of 1995 Service Exchange Agreement between the parties, except where this agreement expressly indicates that it is a replacement of the 1995 service exchange term for that matter.

**Meetings:**

The two parties agree to meet biannually in the Spring and Fall to discuss current and shared priorities.

The two parties agree that the NSFM and Province of Nova Scotia must each agree that an issue be adopted before it is formally added to this memorandum.



**Background:**

The 1995 Service Exchange Agreement was created to define the scope of services delivered by provincial and municipal governments. The intent of the agreement was to develop a provincial-municipal partnership that allocated services in a fair, clear, and financially viable manner. The landscape of provincial and municipal responsibilities has drastically changed over the last twenty-seven years and concerns have been expressed regarding whether the Service Exchange Agreement was still meeting its intended targets.

In 1997, pressure to change and review the Service Exchange Agreement was sought by NSFM (then the Union of Nova Scotia Municipalities). This triggered the Municipal-Provincial Roles & Responsibilities Review in 1998. With the review ongoing, an MOU between the Province and NSFM initiated short and long-term changes to the Service Exchange Agreement. Immediately following the signing of the MOU, the Province assumed the maintenance of bridges, and municipal contributions to social services became phased out over a 5-year period.

As the Province and municipalities continued to work under the Service Exchange, reports including the Towns Task Force Report (2012), the Fiscal Review (2013), and the Nova Scotia Commission on Building a New Economy (2014), identified gaps related to provincial/municipal services and a need for structural reform.

In 2021, the Government of Nova Scotia prioritized the Service Exchange Agreement and mandated that it be renegotiated with specific focus on the Municipal Financial Capacity Grant and Roads. As a result, the NSFM has established an advisory committee to collaborate with DMAH in the renegotiation of the Service Exchange Agreement. The NSFM advisory committee is composed of representatives from NSFM, the Association of Municipal Administrators of Nova Scotia (AMANS) and 10 government representatives made up of rural, urban, and regional municipalities.

The vision of the advisory committee is to collaborate with the DMAH using a modern, forward-thinking approach. The focus will be on current priorities as well as priorities from past negotiations and reviews. The advisory committee has the capacity to provide direction to the DMAH based on feedback from a membership-wide survey—and to advance the general interest of all municipalities. That said, the advisory committee is not a decision-making body. Following the committees' discussions with the DMAH, proposals will go for consultation to the NSFM membership. The Provincial government maintains the final decision.

The objective for both parties is multifold: work toward goals of fiscal sustainability; rationalized expenditure responsibilities; and municipal modernization. NSFM and DMAH both recognize the need for greater cooperation in working together.

**Whereas** the Parties are committed to achieving healthy, sustainable, and vibrant communities in Nova Scotia.

**And whereas** the Parties to this MOU share a commitment to working in partnership to efficiently deliver services to Nova Scotians.

**And whereas** there is a commitment to working together to review all provincial, municipal, and shared services.

**And whereas** the parties recognize, for the betterment of the province, that there are shared responsibilities as well as individual responsibilities.

**And whereas** the two parties agree components of the Memorandum need to be reviewed and updated in a current day context.

**And whereas** the Department of Municipal Affairs and Housing (DMAH) has been directed by mandate letter to negotiate a new, comprehensive Memorandum of Understanding (MOU) between the Province and NSFM.

Therefore, the Parties agree to enter into this MOU as outlined below by provincial department:



## Municipal Affairs and Housing

### 1. Municipal Financial Capacity Grant:

The MFCG, formally known as the Equalization Grant, is an unconditional grant calculated by a formula set out under the *Municipal Grants Act* which attempts to measure a municipality's cost to deliver a set of municipal services against its ability to pay for those services. The formula generates a per dwelling unit grant based on a calculation of need relative to ability to pay.

Up to, and including fiscal 2020-21, grant allocations have been frozen at the 2014-15 levels. The Ministerial Mandate letter included the following item "Double the equalization payment for the first year, until a new Memorandum of Understanding can be reached." In accordance with that Mandate, additional funding, based on current allocations, was provided in 2021-22 while efforts to renegotiate a Memorandum of Understanding between the Province and the municipalities began.

#### Main components of the Modernized MFCG

There are four main components to MFCG – need, ability to pay, entitlement and capping entitlement.

**Need** is calculated for each municipality by multiplying the prior year's estimated operating expenditure per prior year's dwelling unit (DU) for its class (the unitized expenditure rate) by the current number of dwelling units in a municipality to arrive at the derived standardized expenditure for a municipality (or calculated "need"). In this instance, the unitized expenditure rate is defined as the average estimated operating cost per dwelling unit to provide a set of services as per the *Municipal Grants Act regulations*. There are two classes of municipalities for the purposes of calculating MFCG. Class I is comprised of regional municipalities and towns and Class II is comprised of counties and district municipalities.

**Ability to pay** is determined by taking the class residential standard rate and multiplying by the residential uniform assessment for the municipality and adding to the product of the class commercial standard rate multiplied by the commercial uniform assessment for the municipality.

**Entitlement** is related to the municipality receiving the grant. If the calculation of the municipality's need exceeds their ability to pay, then they are entitled to a grant.

**Capping the entitlement** may be required to prorate funding if the total entitlement for all municipal units is greater than the funds available – budget.

#### Highlight of updates to the MFCG

The MOU negotiations identified that there were a number of issues with the existing MFCG formula – the need to modernize the standard expenditures (now unitized expenditures) and the need to reflect the differences in residential and commercial tax rates. As a result of the issues identified, the below updates are proposed to the MFCG:

- Modernizing the unitized expenditures in the MFCG to be more reflective of the increasing pressures on municipalities to adhere to evolving regulations and standards and meet the evolving needs of the residents they serve. The below table highlights the changes to the unitized expenditures in the MFCG formula:

Expenditure	Current Model	Proposed Revision
General Government Services	Excluded	Include 50% of expenditures under this category, but exclude valuation allowances
Protective Services	Includes all but interest charges on long-term and short-term debt	Include 100%
Transportation Services	Excludes Public Transit and interest charges on long- and short-term debt	Include 100%
Environmental Health Services	Includes 50% of total but excludes interest charges on long- and short-term debt	Include 100%
Recreation & Cultural Services	Excluded	Include 50%
Public Health Services	Excluded	Continue to exclude
Environmental Development Services	Excluded	Include 100%

- It is recommended by the SERMGAR committee that the expenditures are reviewed on an ongoing basis to be continuously reflective of the existing needs for a municipality.
- As a result of the revised definition in unitized expenditures, the cost per DU increases for each class. The increase in unitized expenditure rate from the existing MFCG model to the updated MFCG model, for Class I and Class II, are \$1,610 to \$2,718 and \$725 to \$1,273, respectively.
- The SERMGAR committee agreed the current funding model is not reflective of the differences between residential and commercial tax rates and the ability to raise taxes from these different groups. The modernized formula has been updated to derive a class standard residential and standard commercial rate. The standard residential rates for Class I and Class II are 1.255% and 0.822%, respectively; the standard commercial rates for Class I and Class II are 1.5% and 0.9301%, respectively.
- The current and updated funding model has two categories for municipalities – Class I (Regional and Towns) and Class II (Rural municipalities). For initial implementation of the updated model, there is no intent to change these classifications. However, through discussions with the SERMGAR committee, it was determined that a review would be required for those municipalities engaging in municipal modernization to determine if changes in class structure would be required. These discussions will be part of Schedule A.
- References to the calculation of the MFCG will be removed from the *Municipal Grants Act* and placed in regulations. Per the *Municipal Government Act*, any changes to the MFCG program impacting the calculation would require 12 months' notice.

An evaluation of the updated funding model will begin after five fiscal years. This evaluation will take place to determine the effectiveness of the model. Over this five-year implementation period, there is no intention to change the funding amount to be allocated through the new model. As a result, once the updated funding model is implemented, the funding distribution would be frozen for a period of five fiscal years. Freezing this amount will allow municipalities to make long-term plans around this predetermined amount.



**2. Towns Foundation Grant:**

The Towns Foundation Grant of \$1.5 million will continue for the next five years, at which time it will be reviewed and potentially reallocated pursuant to the outcome of the review.

**3. Corrections:**

This service exchange term replaces the service exchange term for corrections in the 1995 Service Exchange Agreement.

The Province agrees to be responsible for the costs associated with corrections, with no contributions from municipalities.

**4. Obsolete Schools:**

The Province agrees to assume ownership of the pre-1981 obsolete schools. Municipalities will be given the first right of offer to purchase schools from the Province at a negotiated price.

**5. Housing Handover Agreements:**

The Province agrees to be responsible for the annual costs associated with public housing, with no contributions from municipalities.

**6. HST Offset Grant:**

The HST Offset Grant will continue for the next five years, at which time it will be reviewed and potentially reallocated pursuant to the outcome of the review.

**7. Application-based Infrastructure Program:**

The Department of Municipal Affairs and Housing agrees to the development of a \$15,000,000 application-based infrastructure program. This funding can be leveraged by municipalities as their portion of any cost shared infrastructure program. The program will focus on projects supporting provincial priorities. Funding will be comprised of \$15 million provincial funding.

**Department of Public Works**

**1. Roads**

Roads throughout the province, both municipally and provincially-owned, are deteriorating at a greater rate in which they can be maintained. The intention behind the below Roads aspect, is to create options for the Province and municipalities to work collaboratively together to help address road conditions and benefiting motorists in the movement of people and goods throughout Nova Scotia.

It is recognized that the provincial trunks and routes primarily run through many town boundaries and are the responsibility of the towns and former towns to maintain. It is also recognized that there are a number of provincially-owned roads that municipalities are interested in upkeeping and maintaining for the purposes of their communities. The intention behind the Roads negotiation at the MOU table is to recognize the vital role towns play in managing and upkeeping provincial routes.

The purpose of this Roads Program is to recognize that Towns and former towns currently have a responsibility for trunks and routes, which run through their municipal unit, that are a part of the provincial network system. It is recommended that a program be developed that would apply to all trunks, routes and collectors within towns and former towns that can be eligible for a 50-50 cost shared for repaving only. Towns and former towns with trunks, routes and collectors running through their boundaries would submit roads to Public Works (PW) wishing to be repaved in a prioritized manner. PW would then select which towns and former towns from a prioritized list using a scoring system, which includes condition, traffic volumes and how it

supports the provincial network. No town or former town could be approved for more than one project, per fiscal, unless there are an insufficient number of submissions.

There are 387.1 kilometers (km) eligible for the program. There is an assumption made that it would cost \$475,000 per km to repave the trunks, routes, and collectors. It is suggested that the lifecycle is for 15 years, leaving \$12,258,000 to be allocated annually towards repaving trunks, routes and collectors at a 50-50 cost share with municipalities – \$6,129,000. If the entire funds were used, it is estimated that 25 kms could be repaved in one year.

**2. Provincially Owned Buildings**

The Department of Public Works agrees to seek municipal input on the location of schools, hospitals, and any new provincial builds/leases.

**Duration:**

This MOU is at-will and may be modified by mutual consent of authorized officials from the Province of Nova Scotia and the Nova Scotia Federation of Municipalities. This MOU shall become effective on April 1, 2024, upon signature by the authorized officials from the Province of Nova Scotia and the Nova Scotia Federation of Municipalities and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from the Province of Nova Scotia and the Nova Scotia Federation of Municipalities this MOU shall remain in force.

**Dispute Resolution:**

If a dispute arises out of, or in connection with this Contract, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution processes.

**Contact Information:**

Province of Nova Scotia  
Minister of Municipal Affairs and Housing  
1505 Barrington St, Halifax NS,  
902-424-4036  
DMAMIN@novascotia.ca

Nova Scotia Federation of Municipalities  
President  
1809 Barrington St, Halifax, NS  
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Honourable John Lohr  
Minister of Municipal Affairs and Housing

Date: *March 28/2024*

  
Mayor Carolyn Boliver-Getson  
President of the Nova Scotia Federation of Municipalities

Date: *March 28/2024*



**Schedule A – Long Term Discussions:**

The parties commit to reviewing and modernizing the below listed items with the review process beginning after the 2024 municipal election.

**Department of Justice**

The Province agrees to engage in good-faith discussions with the Nova Scotia Federation of Municipalities respecting policing governance and structure in Nova Scotia to identify common concerns and examine the existing policing model(s) and its impact on municipalities.

**Department of Municipal Affairs and Housing**

The Department of Municipal Affairs and Housing agrees to engage in good-faith discussions with the advisory body respecting:

- Exploration of Classes (Class I and Class II) under the MFCG formula to determine if an updated definition is required to capture the impacts of municipal modernization. (e.g., If municipal modernization creates a situation where 15% or more of the Uniform Assessment is derived from “urban” communities, the modernized municipality would be deemed Class I.) Municipal Financial Capacity Grant continued review based on class work. Fire and Emergency services governance and structure
- Municipal Contributions
- Grants in lieu
- Increased tax tools
- The creation of a program for municipal regionalization
- Roads Program for G, H, I and J class roads

**Department of Public Works**

The Department of Public Works agrees to engage in good-faith discussions with the advisory body respecting:

- Municipal speed limits
- Public Transit (i.e. electrification, rapid transit, depots etc.)
- Community Transit Boundaries

**Department of Education and Early Childhood Development**

The Department of Education and Early Childhood Development agrees to engage in good-faith discussions with advisory body respecting:

- The Municipal Education Tax Rate

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

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March 28, 2024

Dear Mayors and Wardens:

This has been a tremendously difficult 18 months for Nova Scotia as it relates to extreme weather events. We've endured generational hurricanes, wildfires and floods that have had a devastating impact on our communities and the residents we serve.

Municipalities play a significant and key role in emergency preparedness, response and recovery. I want to acknowledge your leadership during these difficult events and thank you for your commitment to the response. We know that climate change is causing more frequent and severe weather events, and as governments, we share a responsibility to work in collaboration to protect our communities.

Historically, our emergency response has been very effective. But, with the increased intensity and frequency of events, we need to increase our capacity and strengthen our overall preparedness, response, and recovery.

That is why today, our government tabled legislation that will establish a new provincial Department of Emergency Management <https://news.novascotia.ca/en/2024/03/28/nova-scotia-guard-new-department-will-improve-emergency-readiness>.

Once established, it is the intention that this new Department will have a mandate to lead, direct and support a coordinated, whole-of-government response to emergencies and transition to a culture of preparedness across the province.

Within this new Department, we will work to strengthen our collaboration with communities and our partners across the province, like municipalities, so we are better prepared for the future.

We are also launching the Nova Scotian Guard, which will be a group of individuals and organizations from across the province who will help communities during and after emergencies. The Nova Scotia Guard will include volunteers with speciality skills (such as firefighters), as well as other members of the public to fill a variety of roles depending on the emergency needs.

Those interested in volunteering to help Nova Scotia be ready in the event of an emergency can let the Province know by completing the early registration form at: <https://ns.211.ca/early-registration-for-the-ns-volunteer-portal/>.

Mayors and Wardens  
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The legislation introduced today also requires the support of our municipal partners. In the months ahead, we look forward to working with you and speaking with you about regulations respecting the relationships between municipalities and regional emergency management offices; the provision of fire dispatch services through regional emergency management offices; the creation of vulnerable person registries and their implementation, as well as the development of a regional emergency alert system and the participation of municipalities in the system.

This direction is built on significant engagement with Nova Scotians over the past year and focuses on three key areas: communication, coordination and volunteer management.

Combined, these efforts will result in greater preparedness, impact and efficiency before, during and after any emergency.

Sincerely,



Honourable John A. Lohr  
Minister of Municipal Affairs and Housing

c: Municipal Chief Administrative Officers  
Juanita Spencer, Nova Scotia Federation of Municipalities