

WEST HANTS REGIONAL MUNICIPALITY
Committee of the Whole - Meeting Agenda
February 14 , 2023 - 6:00 p.m.
(also held via virtual via Zoom and Facebook livestreamed)



1. Call to Order
2. Attendance
3. Approval of the Agenda, including additions or deletions
 - a) Dashboard Action Items – Information Log
Dashboard Action Items – Dangerous or Unsightly Premises
4. Declaration(s) of Conflict of Interest
5. Announcements
6. Approval of Previous Meeting Minutes
 - a) 2023-01-10 Committee of the Whole Minutes
7. Presentations
 - a) West Hants Community Uniacke Health Board (Transportation) - Dwight Whynot, Monica Driscoll and Colleen Rogers
8. Unfinished Business/Postponed Motions
 - a) Noise and Community Standards By-Law – Recommendation Report with the additional info – Supervisor Thornton
 - b) Regional Fire Service – Information Report - Supervisor Thornton
 - c) Valley Regional Enterprise Network (VREN) Decision Request - CAO Phillips
 - d) Housing Strategy Engagement Session and Report - Clerk Snair
9. Reports
 - a) CAO Activity Update - Information Report
 - b) Financial Update Ending December 31, 2022 - Director Gibson
10. Correspondence
 - a) Information
 1. Avon Causeway Activity Log as of February 9th, 2023
 2. Correspondence Received Ledger as of February 9th, 2023
 - a) 2023-02-03 Nova Scotia Department of Public Works Re: Pothier Motors Crosswalk Request

- b) 2023-02-09 Windsor Township Business Association Re: Expression of Appreciation and Continuing the Conversation
 - 3. Fort Edward Municipal Lands Activity Log as of February 9th, 2023
 - a) 2023-02-02 Richard Skelton
 - 4. Storm Wastewater Activity Log as of February 9th, 2023
 - a. Requests - None
 - b. Out-going Correspondence Ledger as of February 9th, 2023
- 11. New Business
 - a) Rename the Meander River Letter and Map Councillor M. McLean
 - b) College Road Tender Release Recommendation Report - Director Richard
 - c) Snow Removal Information Presentation - Director Richard/Manager Burgess
 - d) WH Former Dominion Atlantic Railway (DAR) Corridor (Mantua to South Maitland) Information Report - Director Kehoe
 - e) Tregothic Marsh Information Report - CAO Phillips
 - f) Audit Committee Resident Appointments Recommendation Report - Clerk Snair
 - g) Temporary Borrowing Resolutions - Director Gibson
- 12. Public Participation Period
- 13. In-Camera
 - a) 2023-01-10 Committee of the Whole In-Camera Meeting Minutes
 - b) MGA 22 (2)(a) Land Matter
 - c) MGA 22 (2)(a) Land Matter
 - d) MGA 22 (2)(a) Land Matter
 - e) MGA 22 (2)(a) Contract Matter
- 14. Next Meeting Date / Adjournment – February 28th, 2023 at 6 p.m.

<u>Matter</u>	<u>Start Date</u>	<u>Deadline / Update</u>	<u>Status/Progress Updates</u>	<u>Resp.</u>
Sewer Billing Review - Staff explore what the sewer rates would be if sewer util. fees were put back on the taxes. (Tabled until after budget) (Also at 2020-04-14 COTW mtg)	2020-05-12		In progress	CAO/Fin
Pedestrian Signage and Barriers - Have consistent and align with Branding outcomes. Staff prepare report for 2021/22 Capital & Operating budgets. (These items should be incorporated into our growth centres). Staff report back.	2020-09-22	Align with Branding outcomes 2021-07, On-going	Pending Beautification Strategy. PRIME has been engaged to create how the signs will look and are working on gathering suitable photos for Hantsport, Windsor and West Hants.	PW/Comm. Dev
W. B Stephens Building Design Project Management Tender Award (Municipal Office) - Draft an RFP that will look at A) the 100 King Street Building B) The 76 Morison Building and C) or an alternative new location is required to facilitate the needs of the Municipality.	2020-10-27	2022-on going	Staff are meeting to create the RFP	CAO
Panuke Rd Event - Event to be arranged by Mayor	2021-03-09	Spring/Summer 2023	Unknown	Mayor
Noise By-law - Staff revise by-law (Peace and Good Order)	2021-03-23	March 2023	Presented at the January COTW meeting. Will return at a later date with additional information.	Planning/ CAO
Glooscap First Nation & WHRM Council Meeting - Send formal invite for a meeting to discuss many topics including reconciliation.	2021-06-22		Met on March 15, 2022	Mayor
Request to Meet with Avon Causeway Gate Stakeholders - Send letter to Glooscap First Nation requesting immediate joint council mtg. to discuss Avon River Causeway/Aboiteau Gate System and Ministerial Order	2021-06-22		Ongoing informal communication continues through the Mayor	Mayor/CAO

<u>Matter</u>	<u>Start Date</u>	<u>Deadline / Update</u>	<u>Status/Progress Updates</u>	<u>Resp.</u>
High School Bursaries - staff to bring back a report advising on policy changes with respects to bursaries to reflect an equal opportunity for all students within West Hants regardless of the high school students attend.	2022-06-14	February 2023	Approved. Option 2 (\$1,000/bursary, 4 bursaries, all inclusive with each school providing top two applicants and a committee of Council select the recipient).	CAO
CAO'S Review - Annual review to be completed by Council.	2022-06-28	October 2022	Completed	Council
65 Fort Edward Street (Municipal Lands) - the Public Hearing and Second Reading be adjourned until October 2023	2022-06-28	2023-10	Awaiting the completion of a Phase 2 Archaeological Resource Impact Assessment and consider the result prior to a decision being made. POSTPONED SECOND READING UNTIL OCTOBER, 2023	CAO/Planning
Security Cameras - Undertake a review and investigation to bring a report back to Council for further discussion and decision making re: security cameras within the West Hants and that it be in consultation with IT and RCMP on locations.	2022-11-08	2022-11-22	Approved *Report will be available for the March meeting*	PW
Subdivision Street Lighting - Create a policy to come back to Council for review.	2023-01-10	2023-01-24	Approved, awaiting policy	PW
Meeting and Committee Procedural Policy RCOGE-012.00 - approve the staff recommendations to amend the policy as presented at the 2023-01-11 COTW meeting by the clerk with the exception to the change to section 17.8 (the month of November would remain in the policy)	2023-01-11	2023-01-24	Approved, Amended January 25, 2023	CAO
BFD Equipment Purchase for Pumper/Tanker (Over Budget) - Approve all requested reimbursements and budget over runs associated with BFD's pumper/tanker apparatus alterations/additions & equipment purchase at a value of \$24,356.88 (including net tax).	2023-01-11	2023-01-24	Defeated	CAO

<u>Matter</u>	<u>Start Date</u>	<u>Deadline / Update</u>	<u>Status/Progress Updates</u>	<u>Resp.</u>
Grants and Contributions Policy RCOFN-012.00 - Adopts the amended WHRM Grants and Contributions Policy RCOFN-012.00.	2023-01-11	2023-01-24	Approved and amended	Finance
Region 6 Budget - Approve the 2023-24 Operating budget for Region 6 Solid waste management for the amount of \$861,578, as presented on January 11, 2023.	2023-01-11	2023-01-24	Approved	Finance
WH Sports Complex Acoustics - the \$52,500 originally approved to increase the parking capacity in the 2022/23 Capital Budget be re-directed to improve accessibility within the WH Sports Complex by improving sound quality within the rink facility side of the complex.	2023-01-11	2023-01-24	Approved	CD
WFD Rescue Engine - approve the award of tender WHRMAD22-03A for the supply of a Rescue Engine to the compliant bidder, Techno Feu Inc., at the tendered price of \$1,496,490.36 plus applicable taxes.	2023-01-10	2023-01-24	Re-issue a new tender	CAO

**West Hants Regional Municipality
Dangerous or Unsightly Premises Dashboard
(Action List) February 9, 2023**

Matter	Meeting
Textile Building - Staff continue to monitor the site.	November 8, 2022 COTW
74 Bowman Road - File remains open. An on-going meeting is being planned pertaining to next steps related to the lack of response from the vendor as discussed by CAO. ON-GOING	November 8, 2022 COTW



Community
Transportation
Working Group

February 14, 2023

Kings Transit Interim Manager – Dwight Whynot

Working Group Presenting Members:

Colleen Rogers - Past Member West Hants
Uniacke Community Health Board

Monica Driscoll – Human Resources Manager
BioVectra

In Review

- The CTWG presented the findings from our Fall 2022 Transportation Survey December 6th to COTW
- The survey shows a desire from community for a return of bus service connection in WHRM
- The feedback from employers is that lack of transportation options is a barrier to both recruiting and retaining skilled workers
- We asked Council to:
 - Support the findings of the survey and it is worthy of moving forward on Public Transportation options for residents of WHRM
 - In principle support a pilot project pending review of a proposal to be presented to council in 2023 by Kings Transit and the CTWG
 - WHRM staff assigned to work with a sub committee from the CTWG and transportation providers on the development and deployment of the pilot

Updates since December

- The CTWG members continued working with Kings Transit to move this forward with interim Manager Dwight Whynot who will present on ICIP funding and opportunities for West Hants Regional Municipality to be connected by bus to the Valley and HRM
- The CTWG met February 7th and updated all members on this important work. MLA Sheehy-Richard was present on the call and her office will be looking into funding avenues for a pilot



Presentation by Dwight Whynot
Interim Manager Kings Transit

Community/Economic Impact

West Hants Regional Municipality – Currently positioned as a provincial growth centre

- New Residents - assumption that public transport is available
- Young Canadians – value sustainable and environmentally friendly transportation options
- Young professionals needing to work in the city, but wanting to live a more small-town experience
- Current challenges for residents around accessing services preventing growth – medical (lack of doctors rurally), shopping (specialty stores i.e sporting goods), jobs
- Current recruitment/retention challenges for employers limiting regions economic growth

From West Hants Dial A Ride

- West Hants Dial A Ride DAR believes that having a bus introduced for transportation within the West Hants Regional Municipality would compliment Dial A Rides services not threaten them. DAR is a door-to-door service and our drivers also wait for individuals that are going to their destination, so it is a unique service that is provided to the community. DAR could potentially be utilized to pick individuals up at their homes within the municipality and transport them in to meet the bus then be there to return them home after their trip. By being able to do this kind of service DAR recognizes that it may relieve some of the drives that we are providing now and cut down on wait times that DAR drivers have. This could potentially allow us to have more drivers available.

In Closing

We are here to request a motion for discussion that involves these 4 elements

1. Endorse the findings from the survey conducted by the Community Transportation committee and use the data as the starting point for consultant work in West Hants as part of the ICIP project.
2. Assign municipal staff whose position would align with transportation project of this magnitude to work directly with Kings Transit on a pilot project for WHRM residents
3. Funding for a pilot bus connection service linking West Hants to the valley and HRM in the 2023/24 fiscal year
4. Funding consideration in the 2024/25 budget

Thank you






WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input checked="" type="checkbox"/>	Recommendation <input type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Council

Submitted by:  _____
Shelleena Thornton, Municipal Operations Supervisor

Date: February 14, 2023

Subject: Noise and Community Standards By-law – Supplementary Report to initial Jan. 10, 2023 COTW Report

LEGISLATIVE AUTHORITY

Municipal Government Act, R.S.N.S. 1998, c. 18 – 172(1) (d) – Power to make by-laws.

BACKGROUND

Property <input type="checkbox"/>	Public Opinion <input checked="" type="checkbox"/>	Environment <input checked="" type="checkbox"/>	Social <input checked="" type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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At the January 10, 2023 Committee of the Whole meeting, staff was asked to seek legal advice on the draft by-law relative to current and future development agreements. Do agreements override a by-law or a by-law override agreements.

DISCUSSION

Staff obtained legal advice from Solicitor John Shanks, Stewart McKelvey.

A by-law is a higher form of regulation than an Agreement, therefore, a by-law would take precedence and over-ride existing and future Development Agreements.

Should Council be concerned that a noise by-law would take precedence and over-ride existing or future Development Agreements, staff revised the proposed by-law by including the below clause within Section 6 – Fixed Exemptions. It would then also be incorporated into any Development Agreement.

“6.8 any noise permitted by the terms of a Development Agreement entered into between the Municipality and an owner or occupier of lands.”

The clause (6.8) would apply to both old and new Development Agreements with terms that might contravene the new bylaw. If that term is not included there is a potential conflict between the by-law and the Development Agreement, and if no form of resolution is included in the bylaw itself the new bylaw terms could over-ride the old Development Agreements.

NEXT STEPS

Should Council support moving to First Reading, it would be held at the February 28, 2023 Council Meeting and the following recommendation would be required,

Committee of the Whole recommends...

“that Council give First Reading to the Noise and Community Standards By-law RN-001.00 at the February 28, 2023 Council meeting (as presented at the February 14, 2023 Committee of the Whole meeting).

ALTERNATIVES

- Support the recommendation in the January 10, 2023 Noise and Community Standards By-law Recommendation Report to Committee of the Whole (which excludes the added Clause 6.8), but amend it to read, *“...at the February 28, 2023 Council Meeting.”*
- Not support proceeding with First Reading and provide further direction to staff.

ATTACHMENTS

- 2023-02-10 Noise Community Standards By-law WHRM - Draft incl JS input and added 6.8
- January 10, 2023 – Noise and Community Standards By-law Recommendation Report Package.

CHIEF ADMINISTRATIVE OFFICER REVIEW

The current draft of the bylaw, including recent revisions, reflect the comments from the solicitor.

I support the recommendation including the addition of Clause 6.8 as noted above.

Report Prepared by: 
Shelleena Thornton, Municipal Operations Supervisor

Report Approved by: 
Mark Phillips, CAO

LEGISLATIVE AUTHORITY

Municipal Government Act, R.S.N.S. 1998, c. 18

- 172 (1) A council may make by-laws, for municipal purposes, respecting
- (d) nuisances, activities and things that, in the opinion of the council, may be or may cause nuisances, including noise, weeds, burning, odours, fumes and vibrations, and without limiting the generality of the foregoing, by-laws
 - (i) prescribing a distance beyond which noise shall not be audible,
 - (ii) distinguishing between one type of noise and another,
 - (iii) providing that any noise or sound greater than a specific decibel level or other measurement of noise or sound is prohibited,
 - (iv) prescribing the hours during which certain noises, or all noise above a certain level, specified in the by-law is prohibited,
 - (v) authorizing the granting of exemptions in such cases as the by-law provides,
 - (vi) providing that it is an offence to engage in any activity that unreasonably disturbs or tends to disturb the peace and tranquility of a neighbourhood.

1. TITLE

- 1.1 This by-law will be known as the “Noise and Community Standards By-law”.

2. PURPOSE

- 2.1 The purpose of this By-law is to regulate unwanted noise and public nuisance in the Municipality.

3. DEFINITIONS

In this by-law, all words have their normal dictionary meanings, except as follows:

- (a) “Council” means the Council of the West Hants Regional Municipality.
- (b) “Municipality” means the West Hants Regional Municipality.
- (c) “Noise” means any unwanted sound that doesn’t happen in a natural environment and can include sounds coming from people, machinery, equipment, residential and commercial properties, as well as industrial places.



4. SCOPE

- 4.1 This By-law applies to the Municipality in its entirety.

5. PROHIBITIONS AND INTERPRETATIONS

- 5.1 No person or Corporation will at any time between the hours of 11:00 p.m. and 6:00 a.m. Monday to Friday, engage in any activity which generates noise or sound that unreasonably disturbs the peace and tranquility of a neighbourhood. For the purpose of this section, evidence that one person is unreasonably disturbed by a noise is prima facie evidence that the neighbourhood is unreasonably disturbed by the noise.
- 5.2 No person or Corporation will at any time between the hours of 11:00 p.m. and 8:00 a.m. Saturdays and Sundays, engage in any activity which generates noise or sound that unreasonably disturbs the peace and tranquility of a neighbourhood. For the purpose of this section, evidence that one person is unreasonably disturbed by a noise is prima facie evidence that the neighbourhood is unreasonably disturbed by the noise.

6. FIXED EXEMPTIONS

This by-law does not apply to:

- 6.1 emergency response personnel engaged in the execution of their emergency response duties, including operating comfort centres and emergency shelters with generators;
- 6.2 the emission of sound in connection with any organized traditional, festive, or religious activity;
- 6.3 the emission of sound in connection with calls to worship, ringing of bells at places of religious worship, or services of religious worship;
- 6.4 noises in connection with organized athletic or recreational activities in municipal, school, public park areas, arenas, or community centres and halls;
- 6.5 noise caused by the Municipality, Government of Canada, Province of Nova Scotia, Nova Scotia Power Corporation, and/or telecommunication companies and their contractors and employees when acting in the reasonable execution of their duties;
- 6.6 any noise emitted from, or associated with, any Industrial operation permitted by the relevant land use by-law; and
- 6.7 any noise generated by agricultural practices which the Nova Scotia Farm Practices Board deems consistent with the code of practice or in the absence of a code, consistent with other directives or accepted customs or standards of similar operation.



6.8 any noise permitted by the terms of a Development Agreement (DA) entered into between the Municipality and an owner or occupier of lands.

7. ENFORCEMENT / PENALTY

7.1 Each day during which any violation, contravention, or breach of the By-law continues will be deemed a separate offence.

7.2 Any person designated to enforce this By-law may enter upon or into private property for the purpose of inspection, maintenance, and enforcement of this By-law.

7.3 Pursuant to the Police Act, 2004, c. 31, s.1, peace officers, special constables, and by-law enforcement officers are designated to enforce this By-law.

7.4 A person or Corporation who commits an offence will, on summary conviction, be liable to a fine not less than \$500.00 and not more than \$10,000.00, or imprisonment for a period of not more than one (1) year or both, including the imposition of a minimum fine.

7.5 Any person who commits an offence under section 5 of this By-law and who is given notice of the contravention, may pay to the West Hants Regional Municipality, at the place specified in the notice, the sum of \$250.00 within 14 days of the date of the notice and will thereby avoid prosecution for that contravention.

8. REPEAL & REPLACE

8.1 This by-law hereby repeals:

- Town of Windsor's Prevention of Excessive Noise By-law #33
- Town of Hantsport's Noise By-law #101-2



**WEST HANTS REGIONAL MUNICIPALITY
NOISE AND COMMUNITY STANDARDS BY-LAW**

RN-001

I, (Municipal Clerk Name), Municipal Clerk of the West Hants Regional Municipality, the Province of Nova Scotia, do hereby certify that this is a true copy of the By-law as adopted by the Council of the West Hants Regional Municipality at a meeting duly called and held on the ____ day of _____ (month), _____ (year).

(Signature of Municipal Clerk)
(Typed name of Municipal Clerk)

By-law Adoption	
First Reading	date
Notice Published	date
Second Reading & Approval	date
Final Publication	date
Notice to Municipal Affairs	date
Description:	


PROPOSED



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Committee of the Whole

Submitted by: 
Shelleena Thornton, Municipal Operations Supervisor

Date: January 10, 2023

Subject: Noise and Community Standards By-Law RN-001

LEGISLATIVE AUTHORITY

Municipal Government Act, R.S.N.S. 1998, c. 18:

- 172 (1) A council may make by-laws, for municipal purposes, respecting
- (d) nuisances, activities and things that, in the opinion of the council, may be or may cause nuisances, including noise, weeds, burning, odours, fumes and vibrations, and without limiting the generality of the foregoing, by-laws
 - (i) prescribing a distance beyond which noise shall not be audible,
 - (ii) distinguishing between one type of noise and another,
 - (iii) providing that any noise or sound greater than a specific decibel level or other measurement of noise or sound is prohibited,
 - (iv) prescribing the hours during which certain noises, or all noise above a certain level, specified in the by-law is prohibited,
 - (v) authorizing the granting of exemptions in such cases as the by-law provides,
 - (vi) providing that it is an offence to engage in any activity that unreasonably disturbs or tends to disturb the peace and tranquility of a neighbourhood.

RECOMMENDATION

...that Council give First Reading to the Noise and Community Standards By-law RN-001.00 at the January 24, 2023 Council meeting.

BACKGROUND

Property <input type="checkbox"/>	Public Opinion <input checked="" type="checkbox"/>	Environment <input type="checkbox"/>	Social <input checked="" type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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The former Town of Windsor and Town of Hantsport have by-laws respecting noise that are still in effect. The former Municipality of the District of West Hants does not have a by-law. The existing by-laws do not uniformly address noise or nuisance matters for the region.

At the March 23, 2021 Council meeting, staff was directed to create a Noise By-law for the Regional Municipality.

DISCUSSION

Taking into consideration our regional geography (rural and growth centres), staff engaged with each other and consulted with the RCMP and other Nova Scotia municipalities for similar by-laws. A draft has been created while considering the below points.

- Agriculture operations are exempt from noise by-laws due to other Provincial Acts and Regulations.
- After-hours enforcement would be done by the RCMP, and charges are typically under sections of the Criminal Code for causing a disturbance and mischief. Laying charges under the Criminal Code also requires time to investigate, prepare a package, and relay to the Provincial Court.
- Noise tolerance levels vary from person to person.
- As per the *Guidelines for Environmental Noise Measurement and Assessment* (which is currently under review) ...
 - The effect of noise on people is an extremely complicated field.
 - There are a number of factors and measures of noise, making it challenging to establish parameters that will appease everyone as it pertains to 'nuisance-type' noise sources (under which Municipalities are responsible for).
 - This would include disturbing the peace, faulty mufflers, loudspeakers, etc., which are typically handled through the police force.
- Decibel levels are subjective (and current suggested levels in the *Guidelines for Environmental Noise Measurement and Assessment* are under review as they are considered too low).
- Fireworks (organized or private) are not illegal in Nova Scotia. Under the proposed by-law, organized fireworks are permitted. Private fireworks are difficult to enforce (as they are usually less than ten minutes in duration).
- Other noise considerations...
 - Barking – included in the Dog-Bylaw.
 - Fighting, screaming, shouting – should be addressed by the police.
 - Vehicle-related noises –covered under the Motor Vehicle Act and enforced by the police.

- Golf courses typically start mowing before 6:00 a.m. Former Municipality of West Hants received complaints about this in the past; however, none in the past couple of years. If this is to be addressed, a potential solution could be:
 - Section 6 – include all golf courses as a ‘fixed exemption’.
- Sound meters
 - Need frequent calibration (and often by technicians). Reading accuracy can be affected if even slightly out of calibration.
 - WHRM would need to purchase sound meters (as former Town of Windsor’s are very dated and there are no technicians in NS to calibrate them).
 - Would need to be used at the moment the noise is occurring.
- Noise By-law Challenges
 - Noise tolerance levels vary from person to person.
 - Timing of the complaint. As mentioned, sound meters would also need to be used at the very moment the noise is occurring.
 - Noise measurement (duration and activity).
 - Often an issue between neighbours.

The proposed by-law has also been vetted through the Municipal Solicitor, John Shanks.

NEXT STEPS



If approved by Council, the documents to enable the issuance of Summary Offence Tickets versus long form would be prepared.

FINANCIAL IMPLICATIONS

There are no anticipated costs to the Municipality unless decibel sound readers are needed. The commercial ones range anywhere between \$700 – thousands of dollars, not including calibration which would need to be done as-needed.

Advertising costs are included in annual operating budgets.

ALTERNATIVES

Council may decide to:

- Not hold First Reading;
- provide alternative direction.

ATTACHMENTS

- Proposed draft Noise and Community Standards By-law RN-001
- Town of Windsor’s Prevention of Excessive Noise By-law #33
- Town of Hantsport’s Noise By-law #101-2

CHIEF ADMINISTRATIVE OFFICER REVIEW

The review of the draft by-law has been vetted through the various municipal departments for comments. The by-law is general in nature with the purpose of setting an overarching standard regarding noise and nuisance related matters within the Municipality. It does assume most residents are in good standing, respect their neighbors and that they jointly wish to have a peaceful existence within their home or on their property.

Specific exemptions and expected hours of compliance are aimed to assist in communicating the standard or expectations set by the Municipality.

It should be noted that disputes between neighbors that do not have the primary motivation to peacefully coexist with mutual respect, under a solution-based approach, would be very difficult to create an accommodating bylaw or to enforce it.

I support the approach taken through this bylaw and support the recommendation.

Report Prepared by: 

Shelleena Thornton, Municipal Operations Supervisor

Report Reviewed by: _____

Madelyn LeMay, Director of Planning and Development

Report Reviewed by: _____

Ryan Parker & Shawn Levy, Special Constables/By-law Enforcement
Officers

Report Approved by:  _____

Mark Phillips, CAO



LEGISLATIVE AUTHORITY

Municipal Government Act, R.S.N.S. 1998, c. 18

- 172 (1) A council may make by-laws, for municipal purposes, respecting
- (d) nuisances, activities and things that, in the opinion of the council, may be or may cause nuisances, including noise, weeds, burning, odours, fumes and vibrations, and without limiting the generality of the foregoing, by-laws
 - (i) prescribing a distance beyond which noise shall not be audible,
 - (ii) distinguishing between one type of noise and another,
 - (iii) providing that any noise or sound greater than a specific decibel level or other measurement of noise or sound is prohibited,
 - (iv) prescribing the hours during which certain noises, or all noise above a certain level, specified in the by-law is prohibited,
 - (v) authorizing the granting of exemptions in such cases as the by-law provides,
 - (vi) providing that it is an offence to engage in any activity that unreasonably disturbs or tends to disturb the peace and tranquility of a neighbourhood.

1. TITLE

- 1.1 This by-law will be known as the “Noise and Community Standards By-law”.

2. PURPOSE

- 2.1 The purpose of this By-law is to regulate unwanted noise and public nuisance in the Municipality.

3. DEFINITIONS

In this by-law, all words have their normal dictionary meanings, except as follows:

- (a) “Council” means the Council of the West Hants Regional Municipality.
- (b) “Municipality” means the West Hants Regional Municipality.
- (c) “Noise” means any unwanted sound that doesn’t happen in a natural environment and can include sounds coming from people, machinery, equipment, residential and commercial properties, as well as industrial places.

4. SCOPE

4.1 This By-law applies to the Municipality in its entirety.

5. PROHIBITIONS AND INTERPRETATIONS

5.1 No person or Corporation will at any time between the hours of 11:00 p.m. and 6:00 a.m. Monday to Friday, engage in any activity which generates noise or sound that unreasonably disturbs the peace and tranquility of a neighbourhood. For the purpose of this section, evidence that one person is unreasonably disturbed by a noise is prima facie evidence that the neighbourhood is unreasonably disturbed by the noise.

5.2 No person or Corporation will at any time between the hours of 11:00 p.m. and 8:00 a.m. Saturdays and Sundays, engage in any activity which generates noise or sound that unreasonably disturbs the peace and tranquility of a neighbourhood. For the purpose of this section, evidence that one person is unreasonably disturbed by a noise is prima facie evidence that the neighbourhood is unreasonably disturbed by the noise.

6. FIXED EXEMPTIONS

This by-law does not apply to:

6.1 emergency response personnel engaged in the execution of their emergency response duties, including operating comfort centres and emergency shelters with generators;

6.2 the emission of sound in connection with any organized traditional, festive, or religious activity;

6.3 the emission of sound in connection with calls to worship, ringing of bells at places of religious worship, or services of religious worship;

6.4 noises in connection with organized athletic or recreational activities in municipal, school, public park areas, arenas, or community centres and halls;

6.5 noise caused by the Municipality, Government of Canada, Province of Nova Scotia, Nova Scotia Power Corporation, and/or telecommunication companies and their contractors and employees when acting in the reasonable execution of their duties;

6.6 any noise emitted from, or associated with, any Industrial operation permitted by the relevant land use by-law; and

6.7 any noise generated by agricultural practices which the Nova Scotia Farm Practices Board deems consistent with the code of practice or in the absence of a code, consistent with other directives or accepted customs or standards of similar operation.

7. ENFORCEMENT / PENALTY

- 7.1 Each day during which any violation, contravention, or breach of the By-law continues will be deemed a separate offence.
- 7.2 Any person designated to enforce this By-law may enter upon or into private property for the purpose of inspection, maintenance, and enforcement of this By-law.
- 7.3 Pursuant to the Police Act, 2004, c. 31, s.1, peace officers, special constables, and by-law enforcement officers are designated to enforce this By-law.
- 7.4 A person or Corporation who commits an offence will, on summary conviction, be liable to a fine not less than \$500.00 and not more than \$10,000.00, or imprisonment for a period of not more than one (1) year or both, including the imposition of a minimum fine.
- 7.5 Any person who commits an offence under section 5 of this By-law and who is given notice of the contravention, may pay to the West Hants Regional Municipality, at the place specified in the notice, the sum of \$250.00 within 14 days of the date of the notice and will thereby avoid prosecution for that contravention.

8. REPEAL & REPLACE

- 8.1 This by-law hereby repeals:
- Town of Windsor's Prevention of Excessive Noise By-law #33
 - Town of Hantsport's Noise By-law #101-2



**WEST HANTS REGIONAL MUNICIPALITY
NOISE AND COMMUNITY STANDARDS BY-LAW**

RN-001

I, (Municipal Clerk Name), Municipal Clerk of the West Hants Regional Municipality, the Province of Nova Scotia, do hereby certify that this is a true copy of the By-law as adopted by the Council of the West Hants Regional Municipality at a meeting duly called and held on the ____ day of _____ (month), _____ (year).

(Signature of Municipal Clerk)
(Typed name of Municipal Clerk)

By-law Adoption	
First Reading	date
Notice Published	date
Second Reading & Approval	date
Final Publication	date
Notice to Municipal Affairs	date
Description:	

PROPOSED



TOWN OF WINDSOR BYLAW # 33 PREVENTION OF EXCESSIVE NOISE BYLAW

With the authority vested in the Town by the Municipal Government Act to control noise, this bylaw is intended to establish acceptable standards for noise to encourage respect for the comfort, privacy and enjoyment of life for Town residents.

Be it therefore enacted by the Council of the Town of Windsor, as follows:

- 33.01** This Bylaw shall be know as Bylaw No. 33 and may be cited as the Noise Bylaw.
- 33.02** In this Bylaw:
- (1) “A-weighted Continuous Noise Level” and “dBA” both have the meaning used in Ontario Municipal Model Noise Code (1978);
 - (2) “Dwelling Unit” means living quarters, accessible from a private entrance either outside a building or in a common area within a building, that are occupied or, if unoccupied, are reasonably fit for occupancy, and that:
 - (a) Contain kitchen facilities within the unit; and
 - (b) Have toilet facilities that are not shared with the occupants of other dwelling units; and includes any additional space which the occupier is entitled to occupy, including by not limited to decks, patios, yards and driveways.
 - (3) “Occupier” means,
 - (a) A person who is in possession of a dwelling unit, or
 - (b) A person who has responsibility for a control over the condition of a dwelling unit or the activities there carried on, notwithstanding that there is more than one occupier of the same dwelling unit.
 - (4) “Sound System” includes a public address system, phonograph, gramophone, radio, cassette tape player, compact disc player, computer or computer accessory, loud speaker, microphone, or any other device or apparatus, whether operated electrically, mechanically or in any other way whatsoever, whether moveable or stationary, whether located inside or outside a dwelling unit or motor vehicle, that reproduces, amplifies, emits, or transmits sounds;
 - (5) “Town” means the Town of Windsor.

33.03

The following acts, among others, are hereby declared to be noises which disturb or tend to disturb the peace and tranquillity of the Town or any portion of it;

- (1) Making any noise or combination of noises which, when measured on the property or at a boundary line of the property on which the noise is heard or the noises are heard, exceeds the applicable A-weighted continuous noise level as follows:

Time	Commercial and Residential Property	Institutional Property
7:00 am – 10:00 pm	55 dBA	65 dBA
10:00 pm – 7:00 am	45 dBA	55 dBA

- (2) The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, or motor boat, except through a muffler or other device which will effectively prevent loud or explosive noises from it;
- (3) The operation of any noise-creating blower power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operation gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to attenuate such noise and the device is operated between the hours of 8 a.m. and 8 p.m.;

33.04

- (1) No person, in the Town, shall make any noise which disturbs or tends to disturb the peace and tranquillity of the Town or any portion of it.
- (2) No person who owns, or has under their supervision, a dog, shall permit the dog to make any noise which disturbs or tends to disturb the peace and tranquillity of the Town or any portion of it.
- (3) No person, in the Town, shall operate, or cause or permit to be operated any sound system at such a level that the resulting sound is heard, in a dwelling unit or other building, other than the dwelling unit or other building in which the sound system in question is located.
- (4) No person shall by
 - (a) fighting
 - (b) screaming
 - (c) shouting, or
 - (d) singing;
 cause any loud and unnecessary noise, the sounds of which are heard on another property or at a boundary line of the other property, or in a dwelling unit other than the dwelling unit in which the noise is generated.

33.05

- (1) No occupier shall allow or permit to occur in the dwelling unit of which that person is the occupier, any activity prohibited by Section 4 above.

- (2) No occupier shall permit noise to be made in or on the occupier's dwelling unit which disturbs the peace and tranquillity of the Town or any portion of it.
- (3) It is a defence to a charge under this section that there was another occupier who had a greater right of possession or greater responsibility and control over the dwelling unit in question at the time of the prohibited activity.
- (4) In a prosecution for a violation of the bylaw, evidence that one person is disturbed is *prima facie* evidence that the Town or any portion of it is disturbed.

33.06

This Bylaw does not apply to the following:

- (1) Employees of the Town, the Government of Canada, the Province of Nova Scotia, Windsor & Hantsport Railway Company Limited, Registered Utility Companies when those employees are acting in the reasonable execution of their duties;
- (2) Noises emitted by machinery or equipment when used under the provisions of (1) above;
- (3) A person or corporation, or an employee of such person or corporation, reasonably performing work at the request of any party described in (1) above;
- (4) Noise emitted by machinery or equipment used in snow removal and snow clearing operations to provide safe and unimpeded access to and egress from health care and health service facilities, homes or health care providers, where the responsible health care provider has concluded that such operations must be carried out at that time;
- (5) Noises in connection with athletic, recreational or school activities in arenas, playing fields, courts, school grounds or in Town park areas between the hours of 7 a.m. and 11 p.m.;
- (6) Noises in relation to religious activities between the hours of 7 a.m. and 11 p.m.;
- (7) Noises in relation to parades, street dances, or other community activities between the hours of 7 a.m. and 11 p.m. subject to permission having been granted under Section 8 of this Bylaw;
- (8)
 - (a) The regulation of any loud and unnecessary noise in or from the engine, exhaust system, braking system, or from the contact of the tires with the roadway, by a motor vehicle from starting, driving, turning, stopping, or accelerating;
 - (b) The regulation, registration, licensing or identification of vehicles, or the use of the highway by such vehicles, both categories of which are within the jurisdiction of the Motor Vehicle Act.

33.07

Notwithstanding any other provision of this Bylaw, it is lawful to emit or cause or permit the emission of noise in connection with:

- (1) Emergency measures undertaken for the immediate health, safety and welfare, or any of them, of the inhabitants of the Town;
- (2) Emergency measures undertaken for the preservation of property;
- (3) Construction activities between the hours of 8 a.m. and 8 p.m. for which a Building Permit has been issued by the Town;
- (4) Agricultural activities carried on by a farm operation.

33.08

An exemption from the application of this Bylaw may be granted by the Council under the following terms:

- (1) Notwithstanding anything contained in this Bylaw any person may make application to the Council to be granted an exemption from any of the provisions of this Bylaw with respect to any emission of noise for which that person might be prosecuted. The Council may refuse to grant any exemption or may grant the exemption applied for or any exemption of lesser affect. Any exemption granted shall specify the time period, not in excess of six months, during which the exemption shall be effective and the exemption shall be in written form and shall include such terms and conditions as the Council deems appropriate;
- (2) In deciding whether or not to grant an exemption, the Council shall give consideration to the social or commercial benefit of the proposed activity to the Town, the views of any residents of the Town which may be expressed to the Council, the proposed hours of operation of the proposed noise making activity, and the proposed duration of the subject activity;
- (3) In deciding whether or not to grant an exemption the Council shall give the applicant and any person or persons who may be affected by the proposed activity an opportunity to be heard any may consider such other matters as the Council deems appropriate;
- (4) Any alleged breach by the applicant of any of the terms or conditions of any exemption granted by the Council shall be investigated by Town staff and reported to the Council in writing. The Council shall determine whether or not a breach has taken place. If the Council determines that a breach has taken place the Council may revoke the exemption.

33.09

Every person who contravenes or fails to comply with any of the provisions of the Bylaw shall be liable to a penalty of not less than fifty dollars (\$ 50.00) and not more than two hundred dollars (\$ 200.00), and default of payment, to imprisonment for a period not exceeding sixty (60) days.

Clerk's Annotation for Official Bylaw Book

Date of first reading of bylaw: June 28, 2005

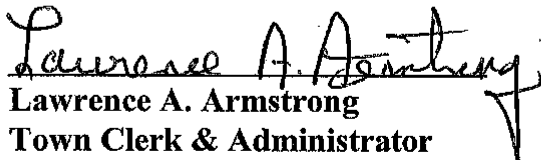
Date of advertisement of Notice of Intent to Consider: July 6, 2005

Date of second reading of bylaw: July 26, 2005

*Date of advertisement of Passage of Bylaw: August 3, 2005

Date of mailing to Minister a certified copy of Bylaw: Aug. 4, 2005

I certify that this Prevention of Excessive Noise bylaw was adopted by Council and published as indicated above.


Lawrence A. Armstrong
Town Clerk & Administrator
Town of Windsor

Aug. 4, 2005
Date



**Town of Hantsport
By-law #101-2**

Noise By-law

PREAMBLE:

The residents of this normally quiet and peaceful town continue to experience the challenge of finding the appropriate level of control over the action of people in Town to encourage respect for others' privacy and their enjoyment of life.

Through a "living in community" initiative by Town Council, examining what contributes to and what detracts from comfort levels for residents of Hantsport, excessive noise has been identified as a significant factor.

With the authority vested in the Town by the Municipal Government Act to control noise, this bylaw is intended to establish acceptable standards for noise to encourage respect for the comfort, privacy and enjoyment of life for Town residents without the sanctions, which accompany the control of excessive noise generating behavior through the Canadian Criminal Code.

Be it therefore enacted by the Council of the Town of Hantsport, as follows:

1. This by-law shall be known as By-law No. 101-2 and may be cited as the Noise By-law.
2. In this by-law:
 - (1) "A-weighted Continuous Noise Level" and "dBA" both have the meaning used in Ontario Municipal Model Noise Code (1978);
 - (2) "Dwelling Unit" means living quarters, accessible from a private entrance either outside a building or in a common area within a building, that are occupied or, if unoccupied, are reasonably fit for occupancy, and that: contain kitchen facilities within the unit and have toilet facilities that are not shared with the occupants of other dwelling units;
 - (3) "Occupier" means a person who is in possession of a dwelling unit, or a person who has responsibility for and control over the condition of a dwelling unit or the activities there carried on.

Notwithstanding that there is more than one occupier of the same dwelling unit;

- (4) "Sound system" includes a public address system, phonograph, gramophone, radio, cassette tape player, compact disc player, computer or computer accessory, loudspeaker, microphone, or any other device or apparatus, whether moveable or stationary, whether located inside or outside a dwelling unit or motor vehicle, that apparatus amplifies, emits or transmits sounds;
- (5) "Town" means the Town of Hantsport.



**Town of Hantsport
By-law #101-2**

Noise By-law

3. The following acts, among others, are hereby declared to be noises, which disturb or tend to disturb the peace and tranquility of the Town or any portion of it:

(1) Making any noise or combination of noises which, when measured on the property or at a boundary line of the property on which the noise is heard or the noises are heard, exceeds the applicable A-weighted continuous noise level as follows:

Time	Residential Property	Commercial and Institutional Property
7 a.m. – 10 p.m.	55dBA	65 dBA
10 p.m. – 7 a.m.	45 dBA	55dBA

(2) The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, or motor boat, except through a muffler or other device which will effectively prevent loud or explosive noises from it;

(3) The operation of any noise-creating blower power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operation gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to attenuate such noise and the device is operated between the hours of 8 a.m. and 8 p.m.;

4.

(1) No person, in the Town, shall make any noise which disturbs or tends to disturb the peace and tranquility of the Town or any portion of it.

(2) No person who owns, or has under his or her supervision, a dog, shall permit the dog to make any noise, which disturbs or tends to disturb the peace and tranquility of the Town or any portion of it.

(3) No person, in the Town, shall operate, or cause or permit to be operated any sounds system at such a level that the resulting sound is heard, in a dwelling unit or other building, other than the dwelling unit or other building in which the sound system in question is located.

(4) No person shall be:

- fighting
- screaming
- shouting, or
- singing

No person shall cause any loud and unnecessary noise, the sounds of which are heard on another property or at a boundary line of the other property, or in a dwelling unit other than the dwelling unit in which the noise is generated.



**Town of Hantsport
By-law #101-2**

Noise By-law

- 5.
- (1) No occupier shall allow or permit to occur in the dwelling unit of which that person is the occupier, any activity prohibited by Section 4 above.
 - (2) It is a defence to a charge under this section that there was another occupier who had a greater right of possession or greater responsibility and control over the dwelling unit in question at the time of the prohibited activity.
6. This by-law does not apply to the following:
- (1) Employees of the Town, the Government of Canada, the Province of Nova Scotia Inc., Minas Basin Pulp & Power Company Ltd., Fundy Gypsum Company, Windsor and Hantsport Railway Company Limited, Nova Scotia Power or Maritime Tel and Tel when those employees are acting in the reasonable execution of their duties;
 - (2) Noises emitted by machinery or equipment when used under the provisions of (1) above;
 - (3) A person or a corporation, or an employee of such person or corporation, reasonably performing work at the request of any party described in (1) above;
 - (4) Noise emitted by machinery and equipment, or either of them, used in snow removal and snow clearing operations on public or private property, not later than 48 (forty-eight) hours after the end of the storm which left the snow;
 - (5) Noises in connection with athletic, recreational or school activities in arenas, playing fields, courts, school grounds or in Town park areas between the hours of 7 a.m. and 11 p.m.;
 - (6) Noises in relation to parades, street dances, or other community activities between the hours of 7 a.m. and 11 p.m. subject to permission having been granted under Section 8 of this By-law;
 - (7) Noises in relation to religious activities between the hours of 7 a.m. and 11 p.m.;
 - (8) (a) The regulation of any loud and unnecessary noise in or from the engine, exhaust system, braking system, or from the contact of the tyres with the roadway, by a motor vehicle from starting, driving, turning, stopping, or accelerating;

(b) The regulation, registration, licensing or identification of vehicles, or the use of the highway by such vehicles, both categories of which are within the jurisdiction of the Motor Vehicle Act.



**Town of Hantsport
By-law #101-2**

Noise By-law

7. Notwithstanding any other provision of this By-law, it is lawful to emit or cause or permit the emission of noise in connection with:
 - (1) Emergency measures undertaken for the immediate health, safety and welfare, or any of them, of the inhabitants of the Town;
 - (2) Emergency measures undertaken for the preservation of property;
 - (3) Construction activities between the hours of 8 a.m. and 8 p.m. for which a Building Permit has been issued by the Town;
 - (4) Agriculture activities carried on by a farm operation.

8. An exemption from the application of the By-law may be granted by the Council under the following terms:
 - (1) Notwithstanding anything contained in this By-law, any person may make application to the Council to be granted an exemption from any of the provisions of this By-law with respect to any emission of noise for which that person might be prosecuted. The Council may refuse to grant any exemption or may grant the exemption applied for or any exemption of lesser affect. Any exemption granted shall specify the time period, not in excess of 6 (six) months, during which the exemption shall be effective and the exemption shall be in written form and shall include such terms and conditions as the Council deems appropriate;
 - (2) In deciding whether or not to grant an exemption, the Council shall give consideration to the social or commercial benefit of the proposed activity to the Town, the views of any residents of the Town which may be expressed to the Council, the proposed hours of operation of the proposed noise making activity, and the proposed duration of the subject activity;
 - (3) In deciding whether or not to grant an exemption, the Council shall give the applicant and any person or person, who may be affected by the proposed activity, an opportunity to be heard and may consider such other matters as the Council deems appropriate;
 - (4) Any alleged breach by the applicant of any of the terms or conditions of any exemption granted by the Council shall be investigated by Town staff and reported to the Council in writing. The Council shall determine whether or not a breach has taken place. If the Council determines that a breach has taken place the Council may revoke the exemption.

9. Every person who contravenes or fails to comply with any of the provisions of the By-law



**Town of Hantsport
By-law #101-2**

Noise By-law

shall be liable to a penalty of not less than \$50 (fifty dollars) and not more than \$200 (two hundred dollars), and default of payment, to imprisonment for a period not exceeding 60 (sixty) days.

Passed by the Town Council of the Town of Hantsport on the 24th day of October, 2001.


Approved by the Minister of Municipal Affairs on (no ministerial signature).



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input checked="" type="checkbox"/>	Recommendation <input type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Committee of the Whole

Submitted by: 
Shelleena Thornton, Municipal Operations Supervisor

Date: February 14, 2023

Subject: Regional Fire Services Update

LEGISLATIVE AUTHORITY

Municipal Government Act, Part X, Fire and Emergency Services
Fire and Emergency Service Policy, COGE-007.00

RECOMMENDATION

N/A as this is an information report.

BACKGROUND

At the January 24, 2023 Council meeting, staff was asked to provide the following regional fire service information for the February 14, 2023 Committee of the Whole meeting:

- annual call volume (also show mutual aid numbers)
- membership numbers
- apparatus replacement schedule
- fleet photos and descriptions
- brief overview of each of the Fire Departments' fundraising (revenue/expenses).

DISCUSSION

Annual Call Volume

- 2022 – 1,085 call (mutual aid 291)
- 2021 – 769 calls (mutual aid 249)

During a portion of 2020 and all of 2021, Fire Departments were not responding to medical calls due to the COVID-19 pandemic. Medical calls resumed in 2022.

Membership (active)

- Brooklyn Fire Dept – 72
- Hantsport Fire Dept – 40
- Summerville Fire Dept – 30
- Windsor Fire Dept (including South West Hants) – 45 WFD/ 16 SWH

Total active membership = 203

Apparatus Replacement Schedule

The schedule is attached to this report. There are some years that reflect a few apparatuses scheduled for replacement in the same year (due to age/condition). This will be reviewed at a Chiefs meeting as it is recognized this is not feasible. Chiefs continue to review right-sizing their fleets with the “regional fire service” lens.

Fleet Photos/Descriptions

Fleet photos and brief descriptions are attached to this report.

Fundraising (50/50 and other potential sources)

Fire Department	Revenue	Expenses (Amts & Some items)
Hantsport	\$101,237	\$85,360 <ul style="list-style-type: none"> • Sparky Suit • Gym Equipment • Furniture for new Fire Stn • Sign for new Fire Stn • BBQs • Member Breakfasts • Rehab Trailer, generator, and tent (and supplies) • Privacy Fencing (stn & neighbour)

Windsor and South West Hants	\$64,876	\$62,405 <ul style="list-style-type: none"> • Annual member snooker tournament • Gym equipment (commercial grade) and maintenance • Museum upgrades • Patrol jackets • Veteran’s dinner • Badges • Room renovations • Wildland fire helmets •
Summerville	Detailed information is attached to this report	Detailed information is attached to this report
Brooklyn	No information provided	No information provided

The former Municipality of the District of West Hants’ Fire and Emergency Service Policy, COGE-007.00 is attached to this report. The *Regional Fire Study* identified that this policy should be retained by the West Hants Regional Municipality (therefore, has not been revised). The Coordinating Committee (the governing body leading into consolidation) formerly received the *Study*.

One section within the policy, as it pertains to fundraising is provided below.

Section 8(j)

“Funds received through volunteer efforts, donations, bequests or endowments (intended specifically for the furthering of incorporated purposes) are not subject to the Municipality’s determination of operating or capital budgets.”

Regional Fire Services Initiatives (collaboration, consistency, and standards)

- ✓ Apparatus review and replacement schedule – on-going
- ✓ Bunker gear
- ✓ Other assorted equipment (pagers, radios, helmets, thermal imaging cameras)
- ✓ Discussing potential options to pursue our fire departments being reimbursed (in some capacity) for their support on Provincially owned highways (primarily Hwy. 101)
- ✓ Fire Officer qualifications (minimum standards)
- ✓ More regional fire training opportunities

NEXT STEPS

- Fire Chiefs meetings are held approximately every six weeks.
- Staff is currently working on some data comparisons with other NS Municipalities and their fire services, and it is hopeful to be presented by March or April 2023 Committee of the Whole meeting.

ALTERNATIVES – N/A as this is an informational report.

ATTACHMENTS

- Apparatus Replacement Schedule
- Regional Fire Service Fleet Photos & Descriptions
 - Brooklyn Fire Dept
 - Hantsport Fire Dept
 - Summerville Fire Dept
 - Windsor Fire Dept
- SFD Fundraising Overview Package 2023
- WHRM's Fire and Emergency Service Policy, COGE-007.00

Report Prepared by:

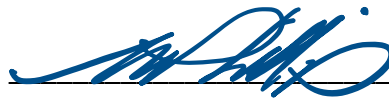


Shelleena Thornton, Municipal Operations Supervisor

Report Reviewed by:

Ryan Richard, Brooklyn
Paul Maynard, Deputy Chief/Acting Fire Chief, Hantsport
Chris Spencer, Summerville
Jamie Juteau, Windsor

Report Approved by:



Mark Phillips, CAO

WHRM REGIONAL FIRE SERVICE APPARATUS STATUS AND REPLACEMENT SPREAD SHEET updated JAN. 18, 2023

REPLACE	STATION	APPARATUS ID	APPARATUS TO BE REPLACED	YEAR	AGE (2023)	Est. costs or Actual	NOTES
2022	WINDSOR	A-4	Aerial Platform (Snorkel)		38.5	\$ 1,350,000.00	Goes when Quint arrives (May 2022). Should declare surplus.
	WINDSOR	A-8	Aerial Ladder	*OUT OF SERVICE 33.75*			Sold and \$ to WH
	WINDSOR	TACT 4	TACTICAL 4 (OLD RESCUE 6) (International LANTZ)	1991	32		Combine with E1 for new R4. Replace both R-6 and E-1 with one apparatus (a new R-4) and add jaws to it.
	WINDSOR	R-4	Pumper (OLD PUMPER 1) (E-One Cyclone)	1993	30	\$ 1,000,000.00	Combine with R6 for new R4
	SUMMERVILLE	Rescue/Utility-4	Utility (Ford F-350)	2003	20	\$ 215,137.00	Will receive new Fire Rescue Truck in 2023. Try to keep for one year after new Fire Rescue Truck arrives (members may pay for operations from fundraising if need be). Declare surplus in either 2023 or 2024
	HANTSPORT	11	Pumper (E-One)	2002	21		Declare surplus and will replace with a Quint as per 2022-03-08 COTW recommendation
	BROOKLYN 2 (TMP)	P-1	Pumper	*OUT OF SERVICE 35.5*			Sold in 2020 and will be replaced with the Pumper/Tanker ordered in Nov. 2020
2023	HANTSPORT	21	Pumper Tanker	2015	19.25		Sold to Shinimicas Fire Dept in Cumberland County in 2022 for \$30,000

WHRM REGIONAL FIRE SERVICE APPARATUS STATUS AND REPLACEMENT SPREAD SHEET updated JAN. 18, 2023

REPLACE	STATION	APPARATUS ID	APPARATUS TO BE REPLACED	YEAR	AGE (2023)	Est. costs or Actual	NOTES
2024	WINDSOR	RTV-4	Rough Terrain Vehicle (Kubota)	2011	12		This was purchased with members' fundraising. Was scheduled to be replaced in 2022 but Chief said to move to 2024. In 2024, re-visit for either surplus or replacement.
	HANTSPORT	51	Utility Pick-up (Dodge Ram 4x4)	2008	15	\$ 230,000.00	Was scheduled to be replaced in 2022 but Chief says good to replace in 2024 or 2025. Once replaced, relocate the Utility p/u
2025	WINDSOR	U9(U4)	Utility (Dodge 3500 4x4)	2008	15	\$ 95,000.00	Replace with a 3/4 tonne Utility
	WINDSOR	V7(S4)	Van (Safety Officer Vehicle) (Chevy)	2007	16	\$ 75,000.00	1/2 or 3/4 ton for equipment and SO. Poss SUV
	WINDSOR	Boat	Rescue Boat		2023		Was scheduled to be replaced in 2022 but Chief says it's in good condition and to move it to be re-evaluated in 2025
	WINDSOR	E-5 (E4)	Pumper (E-One Cyclone)	2000	23	\$ 1,600,000.00	Was scheduled to be replaced in 2023 but Chief said to replace in 2025. Received a new wrap in 2021. May be able to push out a year or two depending on service record
2026	HANTSPORT	33	Rescue		21.75		Went to Public Works Dept. and replaced in 2021 with mini pumper rescue

WHRM REGIONAL FIRE SERVICE APPARATUS STATUS AND REPLACEMENT SPREAD SHEET updated JAN. 18, 2023

REPLACE	STATION	APPARATUS ID	APPARATUS TO BE REPLACED	YEAR	AGE (2023)	Est. costs or Actual	NOTES
	SUMMERVILLE	Boat	Rescue Boat, 14.5 yrs, case by case scenerio		2023		Was scheduled to be replaced in 2022 but good until 2026 before needing to be replaced. This said, may need to be re-tubed before 2026.
	WINDSOR	T2(T4)	Pumper Tanker (E-One/Superior)	2004	19	\$ 1,600,000.00	Was scheduled to be replaced in 2024 but Chief said to schedule to Reevaluate or Tender in 2026.
2027	WINDSOR (SWH)	E5	WILDLAND ENGINE (2006) (Should be Tendered, normal Structural Engine) (International 4x4)	2006	17		FEB. 25, 2022 CHIEFS MTG - STOPPED REVIEWING APPARATUS HERE (2027), WITH THE EXCEPTION OF YR. 2039. Chiefs were to update it early Jan 2023
2028	BROOKLYN	T-2	Tanker (Freightliner)	2003	20	\$ 1,200,000.00	Was scheduled to be replaced in 2023 but Chief said in immaculate condition and to look to replace in 2028
	BROOKLYN	PT-4	Pumper-Tanker (Lafrance)	2005	18	\$ 1,500,000.00	Was scheduled to be replaced in 2024, but Chief said was totally refurbished in 2021 so replace in 2028.
2029	BROOKLYN	R-5	Rescue (Dodge Ram 4x4)	2011	12	\$ 450,000.00	

WHRM REGIONAL FIRE SERVICE APPARATUS STATUS AND REPLACEMENT SPREAD SHEET updated JAN. 18, 2023

REPLACE	STATION	APPARATUS ID	APPARATUS TO BE REPLACED	YEAR	AGE (2023)	Est. costs or Actual	NOTES
2030	SUMMERVILLE	RTV	Rough Terrain Vehicle		10.5		Was scheduled to be replaced in 2022 but Chief says in good shape and look to replace in 2030. Also, not Municipally funded.
	BROOKLYN	RTV-8	Rough Terrain (Polaris)	2015	8	\$ 60,000.00	Was scheduled to be replaced in 2022 but Chief says doesn't need replacing until approx 2030.
	BROOKLYN	R-7	Rescue Utility (Dodge Ram)	2015	8	\$ 150,000.00	
	BROOKLYN 2 (TMP)	R-11	Rescue Utility, (Dodge Ram 4x4)	2015	8	\$ 150,000.00	Was scheduled to be replaced in 2022 but Chief says to replace in 2030
2031	SUMMERVILLE	Tr-2	Tanker (vacuum) (International)	2011	12		
2032	SUMMERVILLE	Tr-3	Pumper-Tanker (Sterling LT)	2006	17		Was scheduled to be replaced in 2027 but Chief said it has been well-maintained so replace in 2032 and keep this one in-reserve.
2033	NIL						
2034	NIL						
2035	BROOKLYN	Twr-6	Aerial-Platform (Pierce)	2016	7	\$ 2,000,000.00	
	BROOKLYN	S-3	Pumper (Pierce)	2016	7	\$ 1,400,000.00	
	HANTSPORT	21	Pumper-Tanker (Pierce Freightliner)	2015	8	\$ 1,400,000.00	
	HANTSPORT	12	Pumper (Pierce)	2015	8	\$ 1,400,000.00	
	BROOKLYN 2 (TMP)	S-9	Pumper (Pierce)	2015	8	\$ 1,400,000.00	
	BROOKLYN 2 (TMP)	T-10	Tanker (Pierce Freightliner)	2015	8	\$ 1,200,000.00	
2036	SUMMERVILLE	Tr-1	Pumper (Freightliner)	2016	7		
2037	WINDSOR (SWH)	R5	Rescue (Dodge 3500 4x4)	2020	3		
2038	NIL						
2039	NIL						

WHRM REGIONAL FIRE SERVICE APPARATUS STATUS AND REPLACEMENT SPREAD SHEET updated JAN. 18, 2023

REPLACE	STATION	APPARATUS ID	APPARATUS TO BE REPLACED	YEAR	AGE (2023)	Est. costs or Actual	NOTES
2040	NIL						
2041	HANTSPORT	31	Rescue	2016	7		
2045-2050	BROOKLYN	PT-1	Pumper-Tanker (Spartan)	2022	1		Ordered in Nov. 2020; rec'd Oct. 2022
2047-2050	WINDSOR	Q4	Quint (E-One Typhoon Quint)	2022	1		Ordered in Nov. 2020; rec'd Dec. 2022. Would like to get 30 years out of it, but for now, will schedule to be replaced in 2047

Brooklyn Fire Department Fleet

To: West Hants Staff and Council

From: Chief Ryan Richard

Brooklyn Fire Department

December 7th, 2022



Pumper/Tanker 1 (2022 Spartan) – is BFD’s first out, work horse of the fleet in the station 2 area. This unit carries 2050 gallons of water and has a 1500 g.p.m pump. This unit carries all the equipment and tools required to carry out fire suppression on all fire incidents. It carries 5 breathing apparatus and spare bottles. It has a class A foam system. The large pump on this unit allows for residual pressure where relay pumper scenarios are needed. Landfill being a great example or at the many large farms in the area with limited access where heavy fire load incidents take place.



Tanker 2 (2003 Freightliner) BFD’s water supply, nurse tanker and water shuttle unit for station 1 area and beyond. It carries 3200 gallons of water and an 840 g.p.m PTO pump. This unit is used for its large water Capacity at structure fires, forest fires and mutual aid calls for water shuttle in rural areas. It holds 2 firefighters.



Squad 3 (2016 Pierce) - rescue truck that carries all our large extrication tools, air bags, stabilization struts, blocking for MVA's in the station 1 area. It also carries equipment for forest fires & structure fires. It carries 6 firefighters and first out for any type of rescue incident. It has a 1250 g.p.m pump and carries 640 gallons of water. It has a class A foam system. The unit has SCAN lighting system that is used at incidents in the dark. It has a winch that can be mounted on the front or rear of the truck. This unit is also used at dry hydrants in the rural areas as well as a supply pumper at hydrants on the West Hants hydrant system.



Pumper/Tanker 4 (2005 Lafrance) is BFD's first out, work horse of the fleet in the station 1 area. This unit carries 2100 gallons of water and has a 1750 g.p.m pump. This unit carries all the equipment and tools required to carry out fire suppression on all fire incidents. It carries 5 breathing apparatus and spare bottles. It has a class A foam system. It also carries a 3500-gallon porta-tank for large scale structure fires in rural areas where large volumes of water are required. The large pump on this unit allows for residual pressure where relay pumper scenarios are needed. Landfill being a great example or at the many large

farms in the area with limited access at heavy fire load incidents take place.



Rescue 5 (2011 Dodge Ram 4x4) is BFD's light rescue unit carries all our specialized equipment. Rope rescue equipment, ice rescue equipment, water rescue equipment, and light extrication tools and equipment. This unit is also used as a 2nd unit when we have multiple medicals at the same time. This unit carries no water or a pump. It holds up to 5 firefighters. It has a SCAN system and is a 4x4. This unit is used for back up purposes and an additional unit at MVA's where both vehicles require extrication.



Tower 6 (2016 Pierce) 100-foot Ariel device. This unit is used at all chimney fires, structure fires and specialized rescues. It carries 6 firefighters and 5 breathing apparatus. It carries 270 gallons of water and has a 1750 g.p.m pump.



Rescue 7 (2015 Dodge Ram) light utility 4x4 and carries 5 members. This unit is used for medicals calls, emergency scene sign deployment, hauls the RTV #8 and trailer, hauls the special operations trailer, used to transport personal and equipment. This unit is also used to transport our trash and sump pump equipment. The unit carries forest fire equipment. It is used by our caretakers to carry out duties and responsibilities for departmental needs and operations in the station 1 area.



RTV 8 (2015 Polaris) is BFD's 6x6 off road vehicle. This unit carries 8 firefighters total including the trailer. This unit is used for remote off-road rescues and forest fires. The unit has the capability of transporting an injured patient from areas not accessible by other means. It also carries 80 gallons of water and a pump.



Squad 9 (2015 Pierce) - rescue truck that carries all our large extrication tools, air bags, stabilization struts, blocking for MVA's in the station 2 area. It also carries the equipment and tools required for structure fires. It carries 6 firefighters and is first out for any type of rescue incident. It has an 1250 g.p.m pump and carries 635 gallons of water. It has a class A foam system. This unit is also used at dry hydrants in the rural areas as well as a supply pumper at hydrants on the West Hants hydrant system.



Tanker 10 (2015 Pierce Freightliner) is BFD's water supply, nurse tanker and water shuttle unit for station 2 area and beyond. It carries 2480 gallons of water and an 840 g.p.m PTO pump. This unit carries forest fire equipment. This unit is used for its large water Capacity at structure fires, forest fires and mutual aid calls for water shuttle in rural areas. It holds 3 firefighters.

Rescue 11 (2015 Dodge Ram 4x4) - light utility 4x4. It carries 5 members. This unit is used for medicals calls, emergency scene sign deployment, hauls the RTV #8 and trailer, hauls the special operations trailer, used to transport personal and equipment. This unit is also used to transport our trash and sump pump equipment. This unit is used by our caretakers to carry out duties and responsibilities for the department's needs and operations in the station 2 area.

Hantsport Fire Department Apparatus

January 2023

Engine 12



Engine 12 (2015 Pierce) – This apparatus is our first out engine for all fire and motor vehicle collisions. This unit carries 662 IMP gallons of water and has a 1250 gpm pump. This unit carries all the equipment and tools required to carry out fire suppression on all fire incidents including a Thermal Imaging Camera (TIC), full compliment of ground ladders and hose. The truck can transport up to 6 firefighters including driver and It carries 5 breathing apparatus and 5 spare bottles. It has a class A foam system. This apparatus also carries a full set of Holmatro hydraulic rescue tools (Jaws of Life) along with an e-hydraulic combi tool, air bags, blocking and stabilizing equipment for motor vehicle collisions and other incidents.

Engine 11



Engine 11 (2002 e-One) - This apparatus is our second out engine for all structure fires. This apparatus carries 6 firefighters, 5 breathing apparatus and spare bottles and the equipment and tools required for any working fire. It has an 1050gpm pump and carries 600 gallons of water. It has a class A/B foam system. This unit is being replaced by the quint due for delivery in late 2023/early 2024.

NOTE: Currently, this truck is on very limited use as the pump requires to be re-built.

Tanker 21



Tanker 21 (2015 Pierce Freightliner) - This apparatus is HFD's water supply, nurse tanker and water shuttle unit for incidents within the fire jurisdiction along with mutual aid requests. This apparatus carries 2114 IPG of water and has a 1250gpm pump with class A foam system. This unit carries a 2500-gal porta-tank used for offloading water quickly at major fires. This unit is used for its large water Capacity at structure fires, forest fires and mutual aid calls for water shuttle in rural areas. It can transport 2 firefighters.

Rescue 31



Rescue 31 (2016 Freightliner) – Heavy Rescue/Rehab unit – This apparatus responds to all confirmed structure fires in Hantsport, Windsor and Brooklyn's fire jurisdictions. The apparatus carries 6 firefighters, with 5 breathing apparatus, and tools for structural firefighting. The unit supports large incidents with a breathing air cascade system capable of filling bottles on an incident scene along with 15 spare bottles. This unit is equipped with an awning, lighting, medical equipment, rehab assessment equipment This vehicle will also assist at motor vehicle collisions having a e-hydraulic extrication tool, along with gas powered broom and attachments to assist with debris cleanup.

Utility 51



Utility 51 (2008 Dodge Ram 4x4) - light utility 4x4. It carries 5 members. This unit is used for medicals calls, emergency scene sign deployment, and will haul the Rehab trailer. This unit is also used to carry extra equipment and personnel to and from an incident scene. It is also used for transport of members to meetings and trainings.

Summerville Volunteer Fire Department's Fleet as of January 10, 2023

Summerville currently has a fleet of four trucks besides the boat and wildland fire / rescue ATV. The Fleet, I feel is currently sized appropriately to meet the current Fire and Rescue protection needs of the communities of Centre Burlington, Lower Burlington, Cogmagun, Riverside, Summerville, Kempt Shore, Cheverie, and Bramber. The department relies heavily on the amount of water these Units carry to mount a formidable attack on any fire which occur within our fire district until such time as our neighboring Mutual aid partners arrive to assist in our operations. Also, the Equipment carrying capabilities of these Units currently allows Summerville the opportunity to support our neighboring Fire Departments / Mutual Aid partners amply. Summerville is currently able to provide Mutual Aid in the form of a Pumper # 1 and crew with a complete set of modern Rescue tools and Tanker #2, which is one of the Largest and most capable tankers in all of West Hants. Summerville while providing this level of Mutual Aid support can still maintain Fire and Rescue protection to its area with Pumper / Tanker #3 which carries ample water supply to mount an offensive fire attack and a complete set of gas-powered Rescue tools.

Another factor to consider as to why Summerville is equipped the way it currently is, you have to consider the neighboring Department's Capabilities. For many years Walton Fire had limited equipment / resources and manpower which meant little to no Mutual Aid support to its neighboring departments. Walton has in the past, struggled to provide both Fire and Rescue coverage to the West Hants area residents which it currently provides service. I have been asked by council on more than one occasion if Summerville could provide Fire / Rescue protection to the West Hants area currently covered by Walton. To this day Walton relies on its neighboring departments to respond automatically for most Fire and Rescue calls to which Summerville Fire is Happy to support.

I could go on regarding the reasons why the West Hants Fire Departments are equipped the way they are however time is limited. The West Hants Departments in my opinion, know better as to what equipment is needed because they are providing the Fire / Rescue protection service. I have issues with the past study and feel some of the key points suggested are based on the opinion of the study writers to which I do not agree with.

I on behalf of Summerville Fire, in 2011, reported to council regarding the Failure of our # 2 Tanker. I advised Council on Three options. The first was to repair a 20+ year old truck for a cost of \$ 100,000 which I advised against. The second Option was to replace the Unit for a cost of \$317,000 with a modern vacuum tanker. The Third option was not to replace the Tanker. I advised council at the time how that would Impact our ability to provide Fire protection to our district and the huge impact it would also have on Summerville's ability to support our Mutual Aid partners. Council at the time voted Unanimously to replace the unit with a new vacuum tanker as recommended by the department.

When you look at West Hants as a whole (Number of Departments and the number of Apparatus) for the Fire / Rescue Protection services we provide to the region, you will find that we provide service with fewer Departments and Less Apparatus than most other Municipalities. Our trucks are bigger and haul more water because they have too.

Summerville Pumper #1



- 2016 Freightliner M108 SD
- Pump Darley LDM 1500 GPM
- Water Tank Poly 800 IMP Gal.
- Enclosed Pump Panel Improved Operator Safety
- Carries Crew of 6 FF
- Class A Foam System
- Used for all types of fire and rescue calls

Summerville Tanker # 2



- 2011 International Work Star 7600
- Pump Hale 1050 GPM
- Vacuum Pump PM 100 (460 CFM)
- Water Tank Aluminum (Wet Sided) 3000 IMP Gal.
- Side Pump Panel with Transverse Lays
- Carries Crew of 2
- Porta Tank 3000 IMP Gal.
- Used for Structure fires

Summerville Pumper Tanker # 3



- 2006 Sterling LT 9500
- Pump Darley LDM 1500 GPM
- Water Tank Poly 2350 IMP Gal.
- Side Pump Panel with Transverse Lays
- Carries Crew of 3
- Used for all types of fire and rescue calls

Summerville Rescue / Utility # 4



- Ford F 350
- Extend Cab Carries Crew of 5
- High Rise Space Cap
- Used for all types of fire and rescue calls

Windsor Fire Department Apparatus as of Dec. 8, 2022



Engine 4 – 2000 EONE Cyclone 2 Pumper. 1500GPM Pump, 800 gallon water tank. Carries 6 FF. This is the primary 1st out fire suppression unit. It responds 1st to structure, vehicle and brush fires. **This carries no extrication equipment for accidents.**



Rescue 4 (Classed as a Rescue where it carries extrication gear) – 1993 EONE Cyclone 1 Pumper. 1500GPM Pump, 800 gallon water tank. Carries 6 FF. This is the primary 1st out motor vehicle accident unit, **as it carries JAWS of life.** It is also capable of suppressing vehicle fires should one be on fire at an accident, particularly important if someone is trapped in it at the time. This truck acts as a supply engine for hydrant in support of Engine 4 at a structure fire.



Quint 4 – 2022 EONE Typhoon Pumper/Aerial combination (Quint) unit. 1500GPM Pump, 500 gallon water tank, 100' ladder. Carries 6 FF. Replaces the Snorkel which hopefully is soon liquidated, old Aerial 8 and old Pumper 3 (which were liquidated long ago and recovered funds submitted to TOW/WHRM). This unit can perform the duties of an engine or ladder truck depending on need at the time. Its configuration will allow it to access locations that the

old Snorkel, current BFD Platform and pending HFD Mid mount wont be able to access. Designed for rescue, reach over lower buildings for aerial suppression, or higher level access (such as Victoria hotel), century home chimneys etc.



Tanker 4 – 2004 EONE/SUPERIOR Pumper Tanker. 1500GPM Pump, 2000 gallon water tank. Carries 2 FF.

Designed as a water hauler for the rural area, and a hydrant pumper in the hydranted areas.

Particularly important due to water supplies in the Upper Falmouth area.



Tactical (Tact) 4 – 1991 International LANTZ Truck Body walk in rescue. No Pump. No Water. Carries remainder of extrication gear (32B Spreader) and stabilization struts, as well as ICE Rescue gear.

Is a special call unit for serious MVCs and any ICE or Water rescue call. Ice and water gear will be transferred to Utility 4 when this unit is eventually decommissioned.

Carries 2 FF.



Utility 4 – 2008 Dodge 3500 4 x 4. No water, no pump. Responds as a towing vehicle for the boat or RTV. Also is 1st out for medical calls. Carries 4 FF. Will eventually carry Ice and Water gear due to decommissioning of TACT4. A much better unit for accessing hard to reach areas.



Safety 4 – 2007 Chev Van. No water, no pump. Responds as a unit that the Safety Officers bring for the accountability boards, traffic control gear, and general personnel transport.



RTV4 – 2011 KUBOTA off highway vehicle. No Pump. Personnel and equipment transport for brush fires.



Rescue 5 (South West Hants) – 2020 Dodge 3500 4 x 4 rescue. Has a small pump and tank. Designed around brush fire response, **with limited structural fire capability**. Is not designed as a first in unit for this type of response. Carries an AMKUS electric combination tool (JAWS). Crew capacity of 5. 1st out for medical calls.



Engine 5 (South West Hants) – 2006 International 4 x 4 Engine. Has a 1050GPM pump and 625 gallon tank. Designed by Chief Fox for the Vaughan area. Crew Capacity of 5. 1st out for any structure, vehicle fire etc.

TACT 4 and Rescue 4 are slated for replacement, into 1 unit (New Rescue 4) to finalize the right sizing of the fleet at STN4.

Insofar as how these units respond, a couple examples are

Structure Fire

Engine 4, initial attack

Rescue 4, hydrant, crews backup E4

Quint 4, truck operations (ventilation, forcible entry, aerial suppression or rescue)

Safety 4, safety sector, additional personnel to the scene

(MA – HFD Engine, HFD Rescue 31, BFD Pumper Tanker 1)

This can be scaled up or down depending on scope – backyard shed fire vs housefire vs apartment building fire / also weather conditions. Station 5 will be brought in as well if personnel are needed.

If no hydrants, Tanker 4 goes as well as additional tankers from BFD and SFD, and potentially further down the valley.

MVC, Trunk Highway, no extrication

Rescue 4, Tanker 4 as a blocker

MVC, Trunk Highway, extrication

Rescue 4, Tact4, Tanker 4 (if on the Windsor side of the bridge, BFD Squad 9), if on Falmouth Side, HFD Engine 12

MVC, 101

Rescue 4, Tanker 4 (if on the TMP side of Causeway, BFD Squad 9), if on Falmouth side, HFD Engine 12 and Rescue 31. If there is an extrication, Tact 4 goes as well.

Chimney Fire

Engine 4, Quint 4

In Vaughan, WFD responds automatically to anything in Vaughan. Depending on the call, a BFD Tanker or Squad 9 will back us up as well (accidents).

All the above can be scaled up or down, depending on scope.



SUMMERVILLE & DISTRICT VOLUNTEER FIRE DEPARTMENT

Fundraising

Fundraising

- Its Important to note that fundraising although it has been critical to our respective operations in the past it should never be relied upon as stable source of income to run a fire service.
- In the Past it has provided such things as Long term dept servicing for such things as Fire Stations, Apparatus, Hose, Tools and Rescue Equipment.

Fundraising Cont.

- Fundraising sources can decrease or event end without notice so to base any Operational or Capital portion of our respective budgets on monies raised by the Respective societies would be unwise.
- Allow and encourage us to fund raise and continue to build our respective organizations.

MISSION STATEMENT

- The objectives of the Summerville Fire Department shall be the preservation and protection of Life, Property and the Environment by means of Fire Suppression, Rescue & Emergency Medical Services, and to educate the public in the prevention of Fires and Hazards situations.

DEPARTMENT FUNDRAISING

- The department fund raising over and above any Municipal Contributions shall be used by the society for the betterment of the services SFD provides.
- The Summerville Fire department from its humble beginnings has relied on Fundraising to support and grow the Fire department into what you see today.

DEPARTMENT FUNDRAISING

- Summerville Fire Recognizes the Municipal Contributions as a key component of Growing and supporting the Fire service as we know it today.
- Monies Raised by the SFD are often used to support Projects and Equipment that are beyond the scope of Operational and Capital Funding provided by the Regional Municipality.

Types of Fundraising

- Bake Sales
- Talent Shows
- Concerts
- Walkathons
- Pumping Wells
- Cleaning Chimneys
- Pot Luck Suppers

Types of Fundraising

- Dances
- Weekend Fairs
- Auctions
- Ticket Sales (Gift Baskets)
- Hall Rental
- Turkey Suppers
- Fish Suppers

Types of Fundraising

- Other Catered Events (Weddings, Funerals, Anniversaries)
- Provincial / Federal Grants
- Donations
- Bequeathments

Fund Raising Purchases

- October 15, 1963, the First Piece of Fire Fighting Equipment was purchased with Fundraising was a 5 hp Hale Pump to which Windsor Fire Donated 500 ft of Hose.
- November 25, 1963, the First ladder truck was purchased Fundraising from Windsor Fire Dept. For \$311.00.

1947 Mercury



1965 - 1966

- December 1965, motion to Purchase Old School House/community hall for the sum of \$1.00 to serve as a Permanent Fire Station.
- June 6, 1966, with Fundraising and a first time small municipal grant we were able to convert the old school house into our permanent fire station. This was the first grant ever given to a Fire Dept in West Hants.

To Be Summerville Fire Dept.



New Renovations in 1966



Fundraising 1969 - 1973

- August 1969, purchased 1954 GMC 1200 gal. Oil truck for the price of \$150.00 from Spryfield Fire Dept.
- 1971 First Uniforms
- 1973 Washrooms Added to the Main Hall
- February 1973, ladder truck sold to Gore Fire Dept. For \$200.00 and 1956 GMC purchased for \$425.00.

1956 GMC



1971 First Uniforms





SUMMERSVILLE & DISTRICT VOLUNTEER FIRE DEPARTMENT

Fundraising

Fundraising 1974 - 1976

- The first truck bay extension was added in 1974.
- 1975, the department purchased radios, Scott air packs with Community Support and two trucks from Gulf Oil for \$4000.00.
- 1976, phone alarm system was installed. This consisted of 5 emergency fire phones located in Business and members residence.

1974 Truck Bay Extension



1975 Gulf Oil Trucks

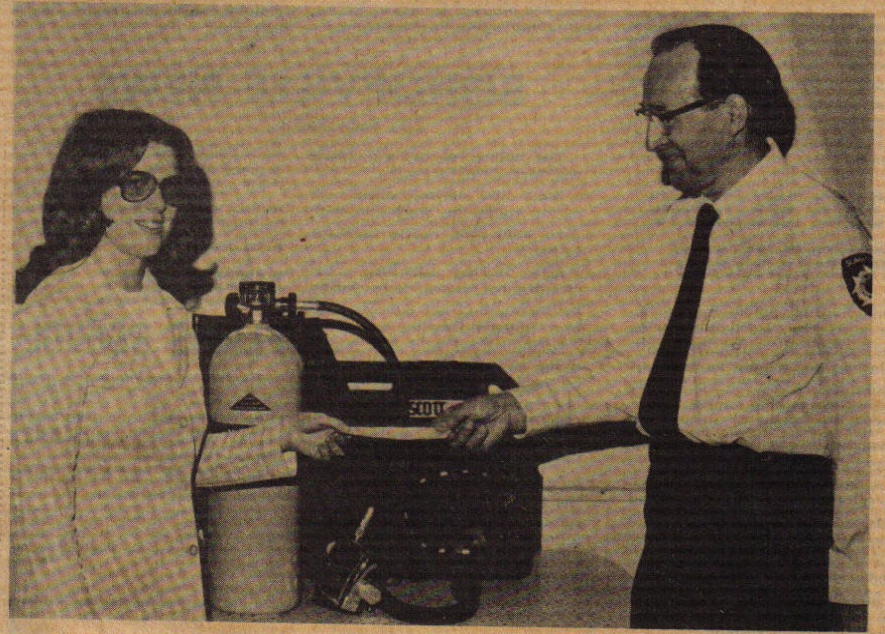


1975 Community Support



PRESENTATION TO FIRE CHIEF — Ethel Ogilvie, who staged a one-woman walkathon to earn money for the Summerville Fire Department is shown presenting a bundle of bills to Chief Ron Spencer. Mrs. Ogilvie collected a total of \$1477 for her 20 mile walk. The fire department, in turn, showed its appreciation by giving Mrs. Ogilvie a bouquet of flowers. (Margi Davis Photo)

SCOTT AIR PACK PRESENTED



SCOTT AIR PACK PRESENTED — The Shorettes of the Summerville and District Volunteer Fire Department presented a cheque to the fire department on June 7. Shown making the presentation to Treasurer Ted Sanford is Helen Lake. The Scott Air Pack provides firemen with the oxygen necessary for entry into a smoke-filled room. (Margi Davis Photo)

Fundraising 1977 -1984

- February 1977, purchased a 1962 International also from Windsor Fire Dept. for \$14,000.00.
- 1979, Siren Alarm System purchased for the Hall Roof.
- 1983, Grant received to Add Training room and have the Recreation Field developed.
- 1984, New Hall Main Extension.

1977 Purchase Windsor Tanker



1984 Hall Extension



Fundraising 1985 – 1990

- 1985, Our First New Fire Truck was purchased. A 1985 Chev., 1500 gallon Pumper/Tanker built by LRB Fabricators.
- 1986, purchased all new radios.
- 1987 A New Well was Drilled
- 1990, First Bunker suits were purchased by the Ladies Auxiliary.

1985 Chev. Pumper



May 1987 New Station Well



1990 Gift from the Ladies Auxiliary



Fundraising 1991 - 1997

- November 1991, Truck 2 was built by LRB Fabricators.
- Truck 1 Body was Refurbished also in 1991.
- 1996, Purchased 1989 Ford Rescue Unit.

1987 Ford L9000



1991 Truck 1 Refurbishment



1996 Purchased 1989 Ford Rescue Unit





SUMMERVILLE & DISTRICT VOLUNTEER FIRE DEPARTMENT

Fundraising

Fundraising 2002 - 2005

- June 2003, Rescue Unit was replaced with a New 2004 Ford F350.
- September 2004, Extension to Truck Bays.
- March 2005, New Defibrillator purchased.
- August 2005, Thermal Imaging Camera purchased.

2003 New Rescue 4



2004 Truck Bay Extension



2004 Truck Bay Extension



2005 New Defibrillator



2005 New Thermal Imaging Camera



Fundraising 2006

- September 2006, decision to replace old Truck 3 with a New Pumper/Tanker to be built by Fort Garry Industries.

Goodbye to Old Truck 3



Welcome 2007 Sterling Pumper/Tanker



Fundraising 2007

- June 2007, Washrooms, Janitor room and storage area renovations. This project was made possible with Fundraising and the assistance of MLA Chuck Porter and a Provincial Government Grant.
- In the fall of 2007, with the announcement by Premier Rodney MacDonald of \$5 million dollar grant monies available to volunteer fire services throughout the province of Nova Scotia, our department submitted proposals for 5 projects.

2007 Washroom Renovations

\$30,000



Fundraising 2008

- March 2008, the Department received notification from MLA Chuck Porter of Provincial Grant Funding for all 5 Proposed Projects.
- Summerville Fire was responsible its portion of funding for all 5 projects.

Fundraising 2008 Provincial Grant Equipment

- Vehicle Extrication / Rescue Equipment
- Radios & Pagers upgrade
- Water rescue craft
- Turnout Gear / Fire Hose
- Mini Kat5 Breathing Air Compressor

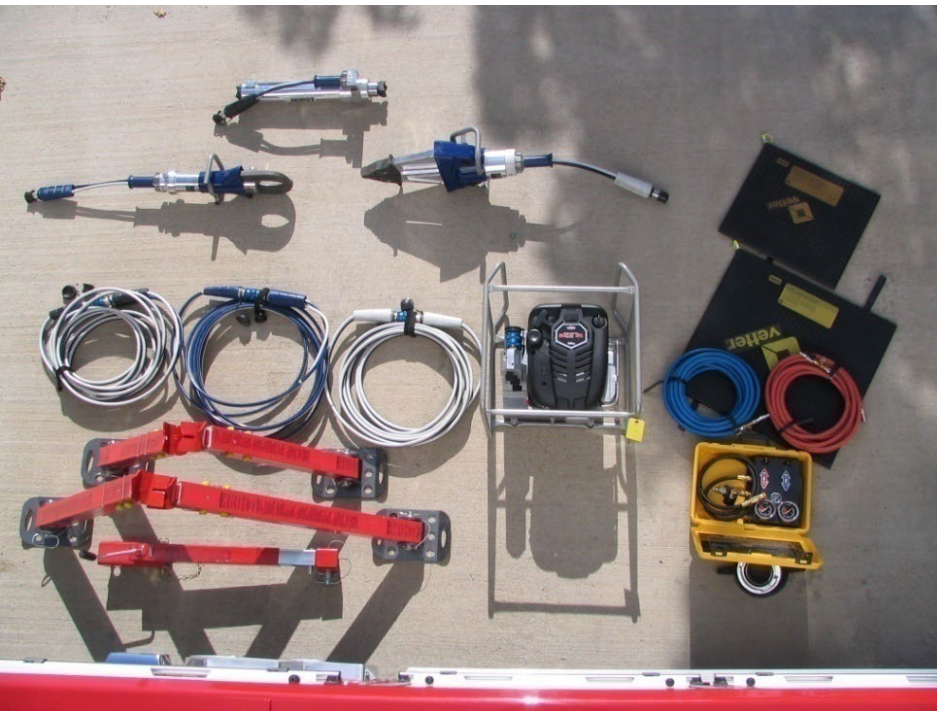
Water Rescue Craft \$50,000



Water Rescue \$8,000



Aug. 2008 Vehicle Extrication equipment \$40,000



Fundraising 2008 Bunker Suits \$30,000 & Hose \$20,000



Mini Kat 5 Air Compressor \$50,000



Fundraising 2009

- Jan 2009 New Pagers & Radios Purchased
- Mar. 2009 Station Fire & Security Alarm System Added \$6,000
- Sept. 2009 Main Station Roof Re-shingled \$12,000

Fundraising 2009 Radio & Pager Update \$26,000



Fundraising 2010 -2011

- June 2010 Member recognize the need to Upgrade our Kitchen.
- Feb 2011 Motion to Replace Tanker #2
- Aug. 2011 New Tanker Arrives
- Sept. 2011 Province approves Grant Funding for 4 New SCBA

2010 Kitchen Project \$60,000



2010 Kitchen Project



2010 Kitchen Project



2011 Truck 2 \$317,000



2011 Provincial Grant 4 New SCBA's \$30,000



Fundraising 2012

- May 2012 Rope Rescue Equipment Purchased
- June 2012 the Department Motioned to purchase through Fund Raising an ATV with Fire Pump & Pt Transport Capabilities
- July 2012 motion to Build on Downstairs washroom & Storage Area

May 2012 Rope Rescue Equipment

\$6,000



Aug. 2012 New ATV \$70,000



July 2012 Members Washroom

\$58,000



July 2012 Members Washroom



Fundraising 2013

- Sept. 2013 Members Parking Area Upgraded

Sept. 2013 Members Parking Area \$3,000



Sept. 2013 Members Parking Area



Fundraising 2014

- Feb. 2014 Heating System Upgrade
- Apr. 2014 Meeting Room Reno
- Oct. 2014 Both Thermal Image Cameras Upgraded

Apr. 2014 Meeting Room Upgrade \$38,000



Apr. 2014 Meeting Room Upgrade



Oct. 2014 TIC Camera Upgrade \$10,000



Fundraising 2015

- Mar. 2015 Steps for Members Parking Lot
- May 2015 New Stove for the Kitchen
- Sept. 2015 Station Heat Pumps Added

Mar. 2015 Members Parking Steps



May 2015 Kitchen Stove Upgrade \$9,000



Sept. 2015 Heat Pumps \$15,000



Fundraising 2016

- Jan 2016 Purchase replacement #1 Pumper
- May 2016 Installed New Dry Hydrants in Bramber and Ctr. Burlington
- June 2016 Hall Radio Tower Upgraded
- July 2016 Late Kathrine Card Donation Received and a Memorial Flag Pole installed in her Honour
- July 2016 Kitchen Upgrade and Main Hall Door Steps Replaced
- July 2016 New Truck #1 Arrived

May 2016 Two New Dry Hydrant \$6,000



June 2016 Station Tower \$10,000



July 2016 Katherine Card Memorial \$5,000



July 2016 Kitchen Upgrade \$2,000



July 2016 Door Steps Replaced \$7,000



2016 Truck #1 \$440,000



Fundraising 2017

- June South East Corner Main Hall in need of Repair & South Side Wheel Chair Ramp Replaced
- Sept. Purchased new Battery Operated Jaws & Cutter Equipment
- Dec. Purchased a New Station Generator

June 2017 SE Main Hall Corner & Door Steps \$8,500



2018

- Feb. The Province approved ERF Grant for our new rescue Tools (Jaws & Cutter)
- Mar. Motion to Purchase a New Battery Operated Rescue Ram
- May The station Well was drilled
- June Generator Install

Feb. 2018 Rescue Equipment



Mar. 2018 Rescue Equipment \$45,000



May 2018 Redrilled Well \$9,000



June 2018 Generator Install \$45,000



Fundraising 2019

- PPE Washer Machine and Dryer

June 2019 PPE Washer & Dryer \$18,000



Fundraising 2020

- Truck Bay Diesel Exhaust Air Filtration system

Aug 2020 Truck Bay Ventilation System \$26,000



Fundraising 2021

- 3 New SCBA \$36,000

Fundraising 2022

- Defibrillator For Station \$3,000
- Highlander Uniform for Member who plays ceremonial Bag Pipes \$ 4,000

Closing Remarks

- Summerville Fire will continue to fundraise and the Society will collectively decide where best use the funds raised by the department.
- Rest assured every dollar raised will be put back into the department.
- Summerville will as we always have report all monies raised through out the year in our year end financial report to the Regional Municipality.



**MUNICIPALITY OF THE DISTRICT OF WEST HANTS
*Fire and Emergency Service Policy***

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POLICY

COGE-007.00

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1. Purpose Statement

The purpose of this Policy is:

- a) To establish requirements and procedures for Registration;
- b) To provide for an annual public meeting for Registered Fire Service providers;
- c) To establish a framework for accountability to Council from Registered Service Providers for the use of Municipal funds;
- d) To provide for other matters necessary and expedient for the provision of fire and emergency services, including:
 - (1) To establish a framework for determining appropriate levels of fire and non-fire emergency services throughout the Municipality of West Hants;
 - (2) To establish policies for setting minimum service standards for the delivery of fire and non-fire emergency services to a level which reasonably protects human life and well-being, property and the environment through education, leadership and effective response to emergencies, to the extent consistent with the Council's budgetary priorities;
 - (3) To create the framework by which the participating Service Providers and the Municipality can explore opportunities to standardize the delivery of fire and non-fire emergency services including fire prevention activities such as promoting awareness and providing education, and centralization of services and associated costs where it improves efficiency and effectiveness such as by purchase of bulk materials, sharing of specialized equipment and other means;

2. Applicability

This policy shall apply to all Service Providers providing fire and non-fire emergency services within the boundaries of West Hants.

3. Definitions

- a) "Active Volunteers" are defined as volunteers with a Registered Service Provider who maintain good standing by attending training, meetings and responding to calls, to the levels required by their respective Registered Service Provider bylaws, and, for greater certainty, includes volunteer first responders who assist with non-fire emergency services.
- b) "Capital Assets" means a non-financial asset with a value greater than \$2500 that is purchased, constructed or developed and

- (1) is held for use in the production or supply of goods and services, for rental to others, for administrative purposes or for the development, construction, maintenance or repair of other tangible capital assets;
 - (2) requires operating and maintenance expenditures and may need to be replaced in the future
 - (3) has a useful life extending beyond an accounting period;
 - (4) can be used on a continuing basis;
 - (5) and is not for sale in the ordinary course of operations.
- c) "Chief Administrative Officer" or "CAO" is the senior administrative official for the municipality, and includes any Municipal employee to whom the CAO delegates authority.
 - d) "Fire Response and Emergency Services Provider" or "Service(s) Provider(s)" includes organizations which provide one or more fire response and/or non-fire emergency response services, including Mutual Aid Providers.
 - e) "Mutual Aid Provider" means a Service Provider which may be called for assistance and support at the request of a Primary Service Provider, and includes both (a) Registered Service Providers providing services outside the zone and/or service type for which they are Registered as Primary Service Providers, and (b) Service Providers who are not Registered with the Municipality but who are called upon to attend an event in response to a mutual aid call.
 - f) "Municipality" refers to the Municipality of the District of West Hants and its successors, and "Council" refers to that Municipality's Council.
 - g) "Primary Fire Response and Emergency Services Provider" or "Primary Service Provider" means a fire response and emergency services provider which is intended to be called by emergency services dispatchers for the primary provision of a service or services in a defined zone within the Municipality of the District of West Hants, and to which Mutual Aid Providers are subordinate once the Primary Service Provider has arrived on the scene.
 - h) "Registered" means registered by the Municipality of West Hants in accordance with Part X of the Municipal Government Act and the provisions of this Policy and "Registered Service Providers" excludes Mutual Aid Providers who are not registered as Primary Service Providers for any fire or emergency services in any zone of the Municipality.
 - i) "Zone" or "fire zone" are geographically described areas of response located in the Municipality of the District of West Hants which have been formally assigned to a primary services provider.



- j) "Regional Services" means the collective efforts of Registered Service Providers and, by invitation, Service Providers in neighbouring areas, working in a collaborative environment for the planning against, preparing for, responding to and recovering from fire and other emergencies in an efficient and effective manner; and to pursue collectively, opportunities for the betterment of Active Volunteer Fire fighters.

4. Acknowledgement of Service

The Municipality of the District of West Hants acknowledges the dedicated and community minded services it receives through the provision of fire response and emergency services by volunteer fire departments and/or other volunteer entities.

5. Beneficial Ownership

- a) The Municipality has in the past funded operating and capital expenses for various Service Providers, including capital expenses for fire and/or other emergency services equipment ("Equipment"), and plans to continue to do so for its Registered Service Providers to the extent authorized from time to time by Council.
- b) In consideration of such funding, Registered Service Providers agree to acknowledge beneficial ownership, to the extent of the Municipality's capital funding contribution, of equipment funded in the past, present or future by the Municipality through the signing of the Beneficial Ownership Agreement, attached as Schedule 1, or such amended Agreement as may be specified from time to time by the Municipality as a condition for Registration.
- c) Use of Equipment for Non-Emergency Activities

Except as agreed to in writing by the Municipality, the use of equipment and apparatus funded in whole or in part by the Municipality is restricted to the emergency use within the Municipality and outside the Municipality as outlined in formal mutual aid agreements to which the Municipality has agreed in writing. Non-emergency use of such equipment and apparatus is restricted to Hants West and Mutual Aid Provider's areas for fund-raising, community events, and training activities. The Municipality's written permission must be given for movement of such equipment and apparatus outside of the Hants West and Mutual Aid Provider's boundaries except for responding to mutual aid calls, servicing needs, and for the sale or gift of such equipment or apparatus.

6. Governance and Oversight of Policy and Service

- a) The Municipality of the District of West Hants shall determine levels and standards of services to be provided to its residents through the operating and capital funding approval process

- b) The Chief Administrative Officer has oversight responsibility and will act as the liaison between the Municipality and the Registered Service Providers. The Chief Administrative Officer is responsible for monitoring and reporting upon the Municipality's receipt of services and standards to the level agreed to by all parties through the annual registration process, including the review of finances, call volume and method of responses, zone definition and service type definition, apparatus and equipment requirements, and other matters as they arise.
- c) The Municipality shall establish a Fire Chiefs Advisory Committee (FCAC), consisting of one representative from each Registered Service Provider, the CAO and if established the Fire Services and/or Emergency Coordinator. The purpose of the committee is to provide information and advice to Council on operational issues such as capital asset management, communications, planning, costs of service, impediments to efficient and effective service, and feedback on proposed amendments to this Policy, for consideration of Council.
- d) Each Registered Service Provider is responsible to deliver the services to the minimum standards accepted, and to:
 - (i) Reasonably protect and preserve human life and property from fire, threat of fire and/or other emergency to the best of its ability;
 - (ii) Promote and encourage fire prevention;
 - (iii) Through mutual aid agreements, support and assist other service providers.

7. Registration Process and Procedure

The Municipality shall register a Fire Response and Emergency Services Provider, with or without conditions, that complies with the requirements of the Municipal Government Act if:

- a) The Municipality is satisfied based on a review of the application that services being offered can be provided and the Municipality is willing to accept;
- b) It carries a minimum of \$5,000,000 in liability insurance for the vehicles it owns or operates and a minimum of \$5,000,000 in liability for insurance for claims brought against it for wrongful acts or omissions respecting the fire response and emergency services which it provides;
- c) It does not provide fire response and/or emergency services for profit;
- d) the Municipality does not otherwise provide or support others to provide the same primary service for the same zone unless the Municipality and two or more Service providers have expressly agreed to have overlapping primary service providers;

- e) It has completed and signed an application in the form provided by the Municipality (Schedule 2);
- f) It has provided a list of its Active Volunteers and their training record in a format acceptable to the Municipality (Example of format is provided in Schedule 2A);
- g) It has provided a schedule of mutual aid agreements with identification of approval details from the Municipality;
- h) In subsequent years, following initial acceptance of a Service Provider as a Registered Service Provider, the Service Provider must file an annual form, on a form suitable to the Municipality, outlining the services to be provided in the upcoming year, by April 1 of each year;
- i) Registration is effective upon receipt and signoff of the application form by the CAO or designate which shall be for the services outlined in the application form, up to the levels of services previously established by Council, unless amended by the Municipality during acceptance of the form and subject to any conditions imposed by the Municipality during the registration process. A copy of the signed unamended or amended application form shall be provided to the fire department on or before April 30th. In the event a Service Provider is dissatisfied with a decision of the CAO to refuse registration, or registration renewal, or to impose conditions or amendments upon the registration, the service provider may appeal to Council by written notice to the Municipality's Clerk given on or before May 15th of the same year; and
- j) In addition to any other just cause for revoking registration, non-compliance with any conditions of registration, or with the terms of this Policy, or failure or inability to perform the services to the standards established pursuant to this Policy or otherwise mandated by Council or other regulatory authorities shall be just cause for revocation of registration as a Service Provider, or for imposing additional conditions upon the registration.

8. Financial Matters

- a) Council, through the annual budgeting process, may provide capital and operating funding to Registered Service Providers following the submission of a budget request through the CAO who will review and forward to Council. Representatives from each Registered Service Provider shall attend budget meetings to inform Council of operational matters and answer questions regarding service response.

Registered Service Providers shall use all funds provided by the Municipality for services responsive to their registration as a service provider to the Municipality and not for other activities nor for services for other Municipalities except as authorized in writing by the CAO or Council.

Council may require proof of compliance with its policies before advancing any funds.

A budgetary allocation for funding shall be provisional in the event that the Registration process has not been completed as at the budget approval date.

- b) Operating Budget – Operating budget submissions shall be submitted within the time frame set by the Municipality and on a form suitable to the Municipality and include, at minimum:
 - (i) The actual or projected actual operating expenditures of the current budget period, categorized as determined by the Municipality;
 - (ii) The current year budget;
 - (iii) The proposed budget request;
 - (iv) A description supporting any significant (greater than 5%) change from the prior year.
- c) Operating deficits incurred at the end of a given year are to be included in the estimates of the next budget year unless otherwise provided for from reserves or other external sources.
- d) Capital Budget – Each Service Provider will file capital apparatus and equipment schedules on a form acceptable to the Municipality. The Municipality's acceptance of the form is not agreement or approval of projected capital expenditures in future years but a document to be used for planning purposes.

Each Registered Service Provider will provide an annual update of the capital apparatus and equipment schedules as part of the budget process.
- e) Emergency Funding – Council may provide funding outside of the annual budgeting process, upon request of the Registered Service Provider. Emergency funding normally would be considered only where the Registered Service Provider has experienced unexpected costs requiring immediate action by the Registered Service Provider.

A request for Emergency Funding must be made to the Chief Administrative Officer who will review the circumstances and make a recommendation to Council.
- f) Reserve Funds – Council may establish reserve fund (s) for fire and emergency purposes such as for the capital cost of equipment or apparatus and training, as recommended by the Director of Finance and accepted by Council. The Municipality, Registered Service Providers or both may hold the reserved funds which:



- (i) May be funded by operating surpluses or other funding sources, upon recommendation of the CAO and approval of Council.
 - (ii) Must be drawn down to offset operating deficits, as repayment in the current year, or else must be included in the budget estimates for the upcoming year.
 - (iii) May be used to fund the purchase of fire and emergency equipment or apparatus if the use of the reserve funds for that purpose is approved by the Municipality.
- g) It is a policy of the Municipality to use the most cost-effective method of funding for capital equipment and apparatus purchases at the best value and lowest cost to the Municipality, and all Registered Service Providers are required to conform to that policy.
- h) Council may, at its discretion grant or loan money or assets or guarantee loans for Registered Service Providers, subject to section 8(f) of this Policy.
- i) Financial Statements – Each Registered Service Provider shall provide to a review engagement standard, independently reviewed financial statements for the period April 1st to March 31st, in keeping with the approved budget period by July 31st of the new fiscal year. Registered Service Providers are encouraged to establish a fiscal year congruent with the Municipality, namely April 1st to March 31st.

Where the Municipality does require audited financial statements of a Service Provider, the Municipality shall pay the cost.

- j) Funds received through volunteer efforts, donations, bequests or endowments (intended specifically for the furthering of incorporated purposes) are not subject to the Municipality's determination of operating or capital budgets.

9. Procurement Practices

Except to the extent of any written waiver from the Municipality, any Registered Service Provider receiving funding of \$25,000 or higher from the Municipality of the District of West Hants for any single capital project must use a procurement practice which meets or exceeds those used by the Municipality. Service providers receiving funding agree to provide documentation of expenses or other financial information upon request.

Grants under the \$25,000 threshold for any single capital project will be evaluated on a per application basis. If deemed necessary for the nature of the project, the Registered Service Provider may be required by the Municipality to meet the minimum procurement standards of the Municipality.



10. Public Meeting Requirements

As under the Municipal Government Act, Section 296(2)(d), each Registered Services Provider shall hold an annual meeting within the zone for which it is registered as a Primary Service Provider to report to, and answer questions from, the public concerning the fire and non-fire emergency services for which they are registered to provide.

Notice of such annual meetings shall be advertised in the local newspaper, posted on appropriate social media sites and posted in at least three conspicuous places within the applicable zone. The annual public meeting may be held concurrently with the service provider's own annual meeting.

11. Training

The health and safety of volunteer Service Providers is very important to the Municipality. The Municipality will support minimum training levels for Active Volunteers, officers and chiefs to a qualified level and encourages training levels as outlined and amended from time to time by the Fire Services Association of Nova Scotia in conjunction with the Fire Marshall's Office of the Province of Nova Scotia. Registered Service Providers agree to train volunteers to this minimum level.

At no time will a Service Provider knowingly place a volunteer in a position for which he or she is not qualified or competent to act with an appropriate level of skill, fitness, training and judgement. The Municipality acknowledges the likelihood of fluctuations in training budgets due to attrition of volunteer members. Service Providers acknowledge that the annual funding levels in place at the time of adoption of this Policy includes sufficient funding for a volunteer attrition or turnover rate of 10%.

12. Mutual Aid Agreements

- a) The Municipality of the District of West Hants acknowledges mutual aid or support services provided by or to Registered Services Providers who have signed a Mutual Aid Agreement approved by the Municipality. The Municipality of the District of West Hants authorizes Primary Service Providers to request and obtain assistance where reasonably necessary from other Service Providers which are lawfully authorized Primary Service Providers in other geographic areas, municipal units or jurisdictions provided that a Mutual Aid Agreement is in force, or with written approval by the Municipality in response to an *ad hoc* request.
- b) Notwithstanding any other provision herein, the Municipality adopts as a mutual aid agreement of the Municipality of the District of West Hants for the purposes of s.302 of the Municipal Government Act:
 - (i) Each standing mutual aid agreement entered into by a Registered Service Provider with Municipality's approval;



- (ii) Each *ad hoc* request made by a Registered Service Provider for assistance at fires, rescues and other emergencies which results in another Service Provider responding to the event; and
 - (iii) Each *ad hoc* request made to a Registered Service Provider for assistance at fires, rescues and other emergencies which results in a Registered Service Provider responding or attempting to respond to the event.
- c) Nothing in this Policy authorizes a Primary Service Provider to obligate or purport to obligate the Municipality of the District of West Hants to make cash payments for aid or assistance received from other Service Providers or to require or take cash payments for aid or assistance given to other Service Providers.

13. Service Levels

In this section, the Municipality sets out the minimum service level standards acceptable through the registration process for the specified activity and zone. Where the Municipality or a Registered Service Provider does not currently meet the minimum service standard, Council will endeavor to provide funding, as budgetary limitations allow, to bring the service up to the level adopted under this Policy and/or to create additional service for West Hants.

Medical and Emergency Medical Response

The Municipality recognizes that the provision of medical and emergency medical services is the responsibility of the Province of Nova Scotia. Funding provided to Registered Service Providers is not an admission of responsibility for medical services within the jurisdiction of West Hants, nor is it a commitment to continue funding this service from year to year. For purposes of establishing medical services levels accepted by West Hants the guideline as set out in Schedule 3 will be applied.

Fire and Rescue Services

The Municipality adopts the Minimum Service Level Standards described in the Table below for fire and rescue services.

For purposes of establishing service standards, a "Serviced" area is defined as a geographic area of the Municipality served by hydrant fire protection. An "Unserviced" area is defined as a geographic area which is not served by hydrant fire protection.



Minimum Service Level Standards Table:

Minimum Service and Level Standards	Per Station	Per Station ²	Per Region	Outside Support
	Serviced	Unserviced		
Fire - Structure	yes	yes		
Fire - Defensive	yes	yes		
Medical - Reg First Responder (level 4)		yes		
Medical - Medical Assistance (level 1-3,5,6)	yes			
Veh Rescue-Technician	NA	NA		
Veh Rescue Operational	yes	yes		
Veh Rescue Awareness	NA	NA		
Water Rescue - Technician	NA	NA		
Water Rescue Operational	yes	yes		
Water Rescue Awareness	yes	yes		
Ice Rescue Technician	NA	NA		
Ice Rescue Operational	yes	yes		
Ice Rescue Awareness	yes	yes		
Structural/Excavation Collapse Technician				
Structural/Excavation Collapse Operational			1	HRM
Structural/Excavation Collapse Awareness	NA	NA		
High Angle Rescue Technician			1	1
Hig Angle Rescue Operational			1	
High Angle Rescue Awareness	NA	NA	1	
Hax Mat Technician				1
Haz Mat Operational	yes	yes	1	
Haz Mat Awareness	NA	NA		
Ground Search and Rescue Provider	no	no		
Ground Search and Rescue Assistance	yes	yes		

14. General Service (or Operating) Guidelines

- a) The Municipality and Registered Service Providers recognize the fundamental principle that each Registered Service Provider and volunteer will, to the best of their ability and judgment, refrain from undertaking any activity unless the benefit of the activity appears at the time to outweigh the risks of the activity, including any risks arising from deficiencies or limitations of trained personnel, command/management expertise and equipment available at the site.
- b) The Municipality and Registered Service Providers acknowledge the operational response protocol to be used within West Hants as the Incident Command System (ICS) which is a standard on site management system designed to enable effective, efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure. Registered Service Providers agree

to develop operational guidelines that allow for the safe and efficient operation of their own department during emergency and day to day operations which complements the ICS. Once established, the authority to deviate from the established guidelines rests with the Incident Commander who is solely responsible for the results of the deviation.

- c) The operational practices and guidelines established by each Registered Service Provider shall attempt to meet or exceed National Fire Protection Association (NFPA) standards, Maritime Fire Chiefs Association, the Office of the Fire Marshal, Provincial laws, and recognized fire fighting and emergency response practices.
- d) Alternatively, Registered Services Providers may choose to establish one uniform operational guideline to apply across the Municipality which shall meet the principles outlined in this Section.

15. Automatic Aid Protocols

Call Response Standards

The Municipality hereby adopts an automatic aid protocol based on closest available service provider to a call within a travel-distance of 3 km for commercial/industrial areas, 5 km to a primarily residential serviced areas and 8 km for unserved areas. Numbers and type of equipment called out will be based on the nature or type of call. The first Registered Service Provider to be called is the Registered Service Provider closest to the call, with the subsequent service providers called in order of closeness to the call location.

Automatic Aid protocols, as established by the Registered Service Providers, for the dispatching of additional resources outside of a Registered Service Provider's own department will be designed in the most efficient and effective manner for the service levels accepted by the Municipality and will consider availability of sufficient first responders to meet:

- a) Service Delivery level and standard – Activation response times for nature of emergency based on time of day, day of week, etc.
- b) Specialized equipment and training outside of departments' registered service level.
- c) Additional resources necessary to respond to expected or observed conditions including onsite, environmental and geography.
- d) Ability of communications/dispatcher to meet protocol requirements.

16. Personal Protection Equipment

- a) Following appropriate orientation, probationary period and training, each Active Volunteer will be outfitted with the appropriate Personal Protection Equipment sufficient for the duties for the services provided, and which will be replaced on an "as needed" basis.
- b) Active Volunteers are responsible for the proper care and keeping of fire fighting equipment provided to them until they retire or resign from the fire department.

17. Apparatus right sizing for the region- local availability

The Municipality reserves the right to adopt a fire services capital asset management strategy for future needs of fire apparatus and operational support equipment which may be scheduled for replacement, in responding to and mitigating fire and emergency incidents. The development and adoption of a fire services capital asset management strategy will consider best practices in fire protection which considers, for example:

- Operational performance
- Fire Service Delivery objectives
- Water Supply
- Automatic Aid, mutual aid and service agreements
- Emergency call volumes and types of incidents
- Existing apparatus inventory

The Municipality will consult with the Fire Chiefs Advisory Committee in the development of a fire services capital asset management strategy prior to adoption.

18. Facility/building – right sizing

The Municipality will provide operating and capital funding for fire station costs proportionate to the support of services accepted by and delivered to the Municipality.

19. Honorarium

An honorarium is a voluntary payment that is given to an Active Volunteer for services for which fees are not legally required.

- a) The Municipality shall establish and fund annual honorarium budgets for each Registered Service Provider. The method of distribution of a Registered Service Provider's annual honorarium allotment shall be established by the Registered Service Provider, who may, based on funds from sources other than the Municipality being available to fund it, award an honorarium greater than the total value of the amount awarded by Council.

- b) Registered Service Providers agree to comply with all applicable income tax requirements in the distribution of the honorarium to individual personnel.

20. Custodial and Fire Support

The Municipality acknowledges that the services provided by Active Volunteers in response to fire and emergency events takes them away from their families, friends and sometimes their jobs. Maintenance and care of the fire equipment and apparatus following its use is critical to the health and safety of the volunteers who use the asset, as well as the longevity of the asset.

- a) The Municipality will provide funding for some custodial/fire support positions. The role of the Custodial and Fire Support position is defined in Schedule 4.
- b) The Municipality is committed to efficiency and effectiveness in all the services it provides. Therefore, the pooling of custodial resources and services is an expectation of Registered Service Providers, where feasible.
- c) Nothing in this section is intended to relieve Active Volunteers from taking reasonable care of equipment, apparatus, and personal protection equipment and clothing.

21. Motor Vehicle Safety

Registered Service Providers agree to comply with all federal, provincial and municipal regulations with respect to vehicle apparatus usage, registration, insurance and maintenance.

Active Volunteers will comply with all regulations pertaining to the operation of emergency vehicles/equipment and apparatus on highways as defined in the *Motor Vehicle Act* and, specifically, will stop at all stop signs and obey all traffic control signals when responding to a call, and only continue when it is safe to do so.

Registered Service Providers may adopt more stringent operational standards and specifications that exceed the *Motor Vehicle Act* and Regulations, but such additional standards and specifications must not conflict with the *Motor Vehicle Act* and Regulations.

22. Volunteer Complement

The Municipality recognizes and agrees to support up to the maximum complement of trained Active Volunteers for the services accepted, as determined in Schedule 5, as of the adoption of this Policy. Changes in volunteer complement may be considered periodically, including changes arising from changes in fire zone boundaries.

23. Municipal Fire Zones

The Municipality, through the Fire Chiefs' Advisory Committee will review existing fire zones and confirm or amend fire zones at least once every five years. More frequent review may occur where significant changes occur before the next scheduled review.

24. Disputes with Interpretation of this Policy

Any dispute, controversy or claim between the Municipality and a Registered Service Provider, or between two or more Registered Service Providers regarding the interpretation or application of this Policy will first be discussed between the parties in an effort to find an amicable solution.

If over a period of up to 60 days direct discussions between the parties the dispute is not resolved, it shall be the subject of mediation (if agreed to between the parties) and/or arbitration by a single Arbitrator, consensually selected or appointed by the Nova Scotia Supreme Court in the absence of consent, without right of appeal on questions of fact or law or mixed fact and law, with jurisdiction of the Arbitrator to determine procedural and jurisdictional issues and otherwise conforming with the *Commercial Arbitration Act* or successor legislation. By applying for Registration under Part X of the Municipal Government Act, and by the Municipality's Registration of a service provider, Service Providers and the Municipality mutually acknowledge that this clause constitutes an arbitration agreement precluding access to the Courts prior to Arbitration.

25. Limitation Period

Any decisions or actions taken by the Municipality pursuant to this Policy, including registration, conditional registration, suspension or revocation of registration, may be discussed with the Municipality for a period of 30 days and after which shall be deemed final and beyond dispute unless Notice of Arbitration is served within 60 days of receiving notice of the impugned decision or action.

26. Morals Clause

Registered Service Providers and its members shall not commit any act or do any thing which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the reputation and goodwill associated with the Municipality of West Hants.

27. Internal Disciplinary Matters

Registered Service Providers are responsible for dealing with disciplinary matters regarding their Active Volunteers and their officers. The Municipality shall not be a party to a dispute between a Registered Service Provider and its members or officers for discipline, seniority, promotion or entitlement to individual honorariums for volunteers, nor to any dispute between members or between members and officers or between officers. Nor shall any funding provided by the Municipality be used by a



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Registered Service provider to hire legal counsel or other professionals to deal with such matters, except with the express written permission of the Municipality.



Schedule 1 – Beneficial Ownership Agreement

Between:

Municipality of the District of West Hants ("the Municipality")

-and-

XX Department ("Fire Service Provider")

Beneficial Ownership Agreement

Whereas the Municipality has funded operating expenses of the Fire Service Provider and capital expenses for the Fire Service Provider, including capital expenses for fire and/or other emergency services equipment ("Equipment") and plans to continue to do so as authorized from time to time by its Council;

Whereas in consideration of such funding, Fire Service Provider agrees to acknowledge beneficial ownership of equipment funded in the past, present or future by the Municipality as provided for herein;

NOW THEREFORE IT IS AGREED:

1. Fire Services Provider acknowledges that capital funding for Equipment has been and is being prospectively provided by the Municipality so that the Equipment will be available for use of the Fire Service Provider and other Fire Departments in providing fire and/or other emergency services to the Municipality.
2. Fire Services Provider acknowledges that while it shall continue to be the legal owner of the Equipment, the Municipality is a beneficial owner of all the Equipment owned by the Fire Services Provider in proportion to its funding contribution (if other municipal units or donors have or will contribute), notwithstanding that its use shall be under the control and direction of Fire Services Provider, and shall be maintained, insured and fitted-out by Fire Services Provider, for as long as Fire Services Provider uses it as a fire and/or other emergency services responder for the Municipality.
3. In the event that Fire Services Provider ceases for any reason to continue to provide fire and/or other emergency services for the Municipality, Fire Services Provider shall execute any documents reasonably requested by the Municipality for the legal title to the Equipment to be transferred to the Municipality, should the Municipality have provided the majority (51%) of the capital funding for the Equipment. If the Municipality has provided less than the majority of the capital funding for the Equipment, then the Fire Service Provider shall submit to the Municipality the greater



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of the book value or sale value received for the Equipment which will be proportionate to the capital funding provided by the Municipality.

- 4. In the event the Equipment becomes obsolete or surplus, Fire Services provider shall consult with the Municipality regarding its disposition and the use of any proceeds of disposition, should the Municipality have provided the majority of capital funding for the equipment.
- 5. Should the Municipality have provided the majority of capital funding, Fire Services Provider shall maintain insurance for the Equipment and shall have the Municipality named as an additional named insured in the Equipment's insurance policy or provide other coverage satisfactory to the Municipality to protect its property and liability interests, and shall provide proof of coverage to the Municipality upon request from time to time.

DATED at _____, Nova Scotia, this ____ day of XX, 20XX.

Municipality of the District of West Hants

Witness

Per: _____

XX Fire Department

Witness

Per: _____



Schedule 2 – Service Registration Form

Application for Registration as a Fire Department or Emergency Provider
under the Municipal Government Act

Municipal Unit: _____

Department Name: _____

Contact/Address: _____

Incorporated body under: _____

Required Insurance Held: _____

Communities or areas protected by this Registration: _____

Please indicate the service that the department will endeavor to provide and the level of service by placing an X in the appropriate box.

	Structural	Defensive		N/A
1. Fire and Fire Related Emergencies	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	Registered First Responder	Medical Assistance		N/A
2. Medical Emergencies	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	Technician	Operational	Awareness	N/A
3. Vehicle Rescue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Water Rescue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Ice Rescue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Structural/Excavation Collapse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. High Angle Rescue	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



	Technician	Operational	Awareness	N/A
8. Hazardous Material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Provider	Assistance		N/A
9. Ground Search and Rescue	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
10. Other: Man made and natural disasters for which the service has the training, equipment and command system to undertake.				
<input type="text"/>				

Please refer to the "Evaluation of Services Provided and Level of Service Information" attached in Appendix A, in answering the following questions.

11. Are there limits on the level of service that will be provided in respect to any of the services checked above? If so, please indicate:

12. Does the department have the equipment to perform the services checked?

13. Does the department have the training or experience necessary to perform the services checked above?

Date: _____

Signature of Department Representative

Signature of Municipal Representative



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Signature of Related Body Representative
(such as rural fire district, Town, village, if
applicable)

Please Note: Explanation of the terminology used in this registration form is provided in the attached message from the Fire Marshal (Appendix A). To register, a department must be incorporated and hold any valid liability insurance that is required by Municipal policy. The department must operate on a not-for-profit basis. The registration does not make the department an agent of the Municipality. This registration may be modified by notifying the Municipality thirty (30) days in advance. The Municipality may revoke this registration for cause.

**APPENDIX A****Evaluation of Services Provided and Level of Service for Use with Application for Registration as a Fire Department or Emergency Services Provider under the Municipal Government Act**

Information from the Office of the Fire Marshal

The registration of a fire department or emergency services provider is a replacement for the fire ward system. The process recognizes that fire departments may carry on a wider variety of services than under the previous Act.

The following is a direct quote from National Fire Protection Association Standard 1500:

Spelling out the specific parameters of services to be provided allows fire department to plan, staff, equip, train and deploy members to perform these duties. It also gives the governing body an accounting of the costs of services and allows it to select those services they can afford to provide. Likewise, the governing body should identify services it cannot afford to provide and that it cannot register the department to deliver.

There are a number of fire departments who have expressed concern that they could be prevented from attending at emergencies in their communities. The registration should not therefore be an all or nothing situation. The responding department may not have the training, equipment or command system to fully handle the situation. The department may, however, be able to provide assistance to the victims until more qualified help does arrive. This level of service can be indicated upon registering, in a letter form or on the registration form, by a note indicating a limit on the level of service to be provided, or by a note stating what, in the definitions provided below will not be provided.

To assist the fire service and the municipal units, the Office of the Fire Marshal has developed a registration form that includes a check list for services and level of abilities. This check list was developed with the assistance of the Fire Officers Association directors. The use of this form is not compulsory. Each municipality may develop its own registration process in accordance with the *Municipal Government Act*, although it is noted that it is the desire of the fire service advisory group that there should be one common system rather than 55.

The Office of the Fire Marshal will not be evaluating the fire departments; the registration process is between the municipality and the fire department.

The standards selected are from the National Fire Protection Association 1500 standard for Firefighter Occupational Health and Safety. The key to this standard is that, "no activity is undertaken unless the benefit outweighs the risk", for example, items such as a minimum four-person crew for interior attack should be followed except where a rescue of someone inside the building is possible. The NFPA 1500 document should be the corner stone upon which each fire department attempts to meet the highest standard of safety. There are sections such as physical fitness requirements and recruiting that may require a different approach by the fire department.

Definitions of Terms Used in the Registration Form

1. Fire and Fire Related Emergencies

- a. **Structural:** means the activities of rescue, fire suppression, and property conservation in buildings, enclosed structures, vehicles, vessels, or like properties that are involved in a fire or emergency situation. Departments should have firefighters trained to NFPA 1001, protective personal equipment, down alarms, accountability system, adequate water supply, pumping capacity and an incident command system. Departments should also have the proper training and protective clothing for wild land fires in accordance with the Department of Natural Resources' provincial standard. Shipboard firefighting, if provided, should be carried out following the NFAP standard 1405 1996 Edition Guide for Land Based Fire Fighters Who Respond to Marine Vessel Fires. Protection of Aircraft at airports by volunteers, if provided, should be in accordance with Transport Canada guidelines.
- b. **Defensive:** means actions that are intended to control a fire by limiting its spread to a defined area, avoiding the commitment of personnel and equipment to dangerous areas. Defensive operations are generally performed from the exterior of structure and are based on a determination that the risk to personnel exceeds the potential benefits of offensive actions. Fire departments without the ability to carry out structural firefighting may register as providing property protection through defensive strategies. Rescue may be undertaken if the benefit warrants the risk. Departments should have proper training and protective clothing for wild land fires in accordance with the Department of Natural Resources' provincial standard.
- c. **N/A:** means the department does not respond to these calls.

2. Medical Emergencies: response to known medical emergencies

- a. **Registered First Responder:** means responders registered with the Department of Health through EHS first responder program and responds to medical calls or provide medical assistance at the scene of an incident.
- b. **Medical Assistance:** means responders who have standard or emergency first aid and respond to medical emergencies or provide medical assistance at a response incident. Equipment includes a first aid kit.

3. to 7. The following terminology is used in respect to vehicle rescue, water rescue, ice rescue, structural/excavation collapse and high angle rescue:

These activities should be carried out in accordance with NFPA 1670 Standard for Rescue, 1999. Generally, these terms mean:

Technician: First responders at the technician level are those persons who respond, as either initial call out or as a mutual aid response to contain and



control the incident. The level of service usually will provide a high degree of intervention.

Operations: First responders at the operations level are those persons who respond as the initial response to an incident for the purpose of protecting nearby persons, the environment, or property from the effects of the incident. First responders at the operations level are expected to respond in a defensive fashion to control, prevent a worsening of the incident and provide services within their capabilities.

Awareness: First responders at the awareness level are those persons who, in the course of their normal duties, could be the first on the scene of an emergency. First responders at the awareness level are expected to recognize the situation, call for trained personnel, secure the area and provided minimum intervention.

Refer to Standard 1670, but, for example, these terms mean:

3. **Vehicle Rescue:** means removal of victims from a vehicle following an accident. This may require elaborate or simple tools and knowledge depending on the incident. The first responder should be aware of the departments abilities and when it is necessary to request a higher level of service.
 - a. **Technician:** properly maintain complete set of heavy hydraulic extrication equipment and associated spreaders, cutters, rams, chains, cribbing etc. and trained as a team to use the equipment, recognize hazards and protect the victim.
 - b. **Operations:** properly maintained hand tools, manual hydraulic tools, air tools and trained as a team to use the equipment, recognize hazards and protect the victim.
 - c. **Awareness:** does not have the equipment for extrication but does respond to motor vehicle accidents.
4. **Water Rescue:** means rescue of individuals from rivers, lakes, ponds, and may include body retrieval.
 - a. **Technician:** survival suits, water rescue kit, if diving is provided – appropriate equipment for conditions, a boat including life jackets. Training to a level for the service provided, either surface or diving. Ropes and other similar equipment should meet NFPA 1983 Standard on Fire Life Safety Rope and System Components 1995 Edition.
 - b. **Operations:** approved life jackets for each rescuer, throw ropes, life ring with rope, a boat. Training should include boating safety. Ropes and other similar equipment should meet NFPA 1983 Standard on Fire Service Life Safety Rope and System Components 1995 Edition.



- c. **Awareness:** responds but does not have the equipment or training.
5. **Ice Rescue:** Rescue of individuals from extremely cold water or ice.
 - a. **Technician:** full ice rescue kit including floatation suit and ice board or equivalent. Training for cold water rescue. Ropes and other similar equipment should meet NFPA 1983 Standard on Fire Service Life Safety Rope and System Components 1995 Edition.
 - b. **Operations:** approved life jackets for each rescuer, throw ropes, life ring with rope. Trained respecting safety of rescuer and victim. Ropes and other similar equipment should meet NFPA 1983 Standard on Fire Service Life Safety Rope and System Components 1995 Edition.
 - c. **Awareness:** responds but does not have the equipment or training.
6. **Structural/Excavation Collapse:** rescue of persons for collapsed ditches, etc. or collapsed structures. There are five levels of service – each department should examine the document to determine their own level of ability.
 - a. **Technician:** providing this service should meet the full requirements of NFPA 1670.
 - b. **Operations:** provides a medium level of service in accordance to NFPA 1670.
 - c. **Awareness:** assists visible victims; prevents further collapse.
7. **High Angle Rescue:** Rescue of persons from building faces, cliffs trees or other locations where individuals must be lowered or raised by the rescuer.
 - a. **Technician:** equipment recommended by and training provided by a recognized high angle rescue organization.
 - b. **Operations:** Ropes and other similar equipment should meet NFPA Standard, gloves, protective clothing required for the particular incident. Training on knot tying.
 - c. **Awareness:** secures the scene, stabilizes the incident.
8. **Hazardous Material:** Response to chemical incidents. All levels should be in accordance with NFPA 472 1997 Edition Standard on Professional Competence of Responders to Hazardous Materials Incidents. Fuel spills such as oil, gas and diesel may be handled by all three levels if the spill is minor and stabilized. The important fact is knowing the departments limitations.
 - a. **Technician:** hazardous materials technicians are those persons who respond to releases or potential releases of hazardous materials for the purpose of



controlling the release. Hazardous materials technicians are expected to use specialized chemical protective clothing and specialized control equipment.

- b. **Operations:** first responders at the operations level are expected to respond in a defensive fashion to control the release from a safe distance and keep it from spreading.
 - c. **Awareness:** first responders at the awareness level are those persons who, in the course of their normal duties, could be the first on the scene of an emergency involving hazardous materials. First responders at the awareness level are expected to recognize the presence of hazardous materials, protect themselves, call for trained personnel and secure the area.
9. **Ground Search and Rescue:** self-explanatory
- a. **Provider:** meets the Nova Scotia Emergency Measures Organization's provincial standard for SAR teams.
 - b. **Assistance:** members are under control of a SAR team.



POLICY

COGE-007.00

Schedule 2A – Example of Training Record Format

Summary of Active Fire Fighters Training Records												
Name	Rank	Year of Service	Level 1 Qualified	Level 1 Certified	Incident Command	Strategy & Tactics	Training (Please check all applicable training)					Other (Specify)
							Fire Safety Officer	Fire Prevention Educator	Fire Investigation	MFR		



Schedule 3 – Medical Service Levels

Medical Response	Level	Description of Service Response
Medical Assistance	1	Do not Notify for medical calls. First Responder for Vehicle Fires
Medical Assistance	2	Only notify if requested by paramedics
Medical Assistance	3	Notify for "Time Critical" Emergency calls as determined by EHS
Medical Registered First Responder	4	Notify for all emergency calls
Medical Assistance	5	Notify for cardiac arrests, motor vehicle collisions and lift assists only.
Medical Assistance	6	Notify if requested by paramedics for all cardiac arrests and motor vehicle collisions

**Schedule 4– Role of Custodial and Fire Support Position****Purpose**

The purpose of the Fire Department Custodian (Custodian) is anticipated to be a paid position to provide for the cleaning and maintenance of fire department facilities, equipment and apparatus, to ensure the health and safety of volunteers after its use. The Fire Department Custodian may also be of assistance by ensuring a qualified operator is available during working hours.

Position Summary

The Custodian will be responsible for the operation and maintenance of fire apparatus and facilities, under the supervision of the Fire Chief or Executive Committee. Responsibilities may include janitorial, carpentry, painting and light mechanical functions. Hours of work are dependent on need of the Fire Department and may range from 16 to 40 hours per week.

Expectations

1. Keep the fire station clean inside and out, including all rooms in the fire station, associated kitchens and reception halls (as required). Maintenance outside may include but is not limited to mowing, snow removal, and salting.
2. Cleaning and maintenance of fire apparatus and equipment after a fire call.
3. Set up fire station for all functions requested.
4. Respond to emergency calls by being qualified to drive and operate equipment and apparatus and acting as Incident Commander at emergency sites until a senior officer relieves them of duty.
5. Obtain sufficient knowledge of radio and communication equipment.
6. Willing to work with all members of the Fire Department including training with and providing assistance to training staff.
7. Maintain suitable training and licensing certification levels to ensure proper and safe operation of equipment and apparatus, and maintenance thereof.
8. Report suggestions or improvement to the Fire Chief or Executive Committee.
9. Perform any other duty as assigned by the Fire Chief or Executive Committee.



Schedule 5 – Maximum Complement of Trained Service Providers

Station Complement	Total Maximum
Brooklyn 1	60
Brooklyn 2	40
Hantsport	50
Southwest Hants	20
Summerville	46
Mt. Uniacke	45
Walton	60
Windsor	50
Totals	371

I, Rhonda Brown, Municipal Clerk of the Municipality of the District of West Hants, the Province of Nova Scotia, do hereby certify that this is a true copy of the Policy as adopted by the Council of the Municipality of the District of West Hants at a meeting duly called and held on the 9th day of **October, 2018**.

 R. N. Brown
 Municipal Clerk

<i>Adoption</i>	
<i>Notice to Council:</i>	October 2, 2018
<i>Approval:</i>	October 9, 2018
<i>Description: Initial approval of Fire and Emergency Service Policy COGE-007.00.</i>	



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input type="checkbox"/>	Decision Request <input checked="" type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Committee of the Whole

Submitted by: _____
Mark Phillips, Chief Administrative Officer

Date: February 14, 2023

Subject: Valley Regional Enterprise Network (VREN)

LEGISLATIVE AUTHORITY

Nova Scotia Municipal Government Act, S. 65A(1) Authorized Municipal Expenditures

RECOMMENDATION or DECISION REQUEST

Should Council support remaining a partner in the Valley Regional Enterprise Network (VREN) the following motion would be required:

....That the West Hants Regional Municipality provide written notice to the Valley Regional Enterprise Network that it withdraws the March 8, 2022 “Notice of Withdraw and Termination” and remain a partner within the Valley Regional Network (VREN).

BACKGROUND

Property <input type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input checked="" type="checkbox"/>	Economic <input checked="" type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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On March 10, 2022, correspondence was sent to the Valley REN (VREN) advising that the West Hants Regional Municipality wished to continue its partnership for the period of April 1, 2022, to March 31, 2023, in order to continue to see the increased benefits the VREN offered for West Hants and also formally advised the Valley REN that it would cease to be a partner after March 31, 2023.

DISCUSSION

During the December 6th, 2022, Council reviewed correspondence received from Jennifer Boyd, CAO for the Town of Berwick on October 31, 2022, pertaining to the memo and “final draft” of the proposed Valley REN’s Intermunicipal Service Agreement (IMSA) as recommended by the IMSA Working Group.

CAO Phillips reviewed the Valley REN’s Intermunicipal Service Agreement (IMSA) version 1 and 2 of the documents and noted the proposed changes for Council to consider. The majority of Council indicated they would like to withdraw the March 8, 2022 “Notice of Withdrawal and Termination” and remain as an active member of the VREN; however, the proposed three (3) year notice to withdraw clause was concerning. The desire was to maintain the one (1) year notice currently in the existing agreement, while all other proposed amendments were accepted. A presentation from the VREN was felt to be valuable.

As a result of the discussions the following motion was ratified *“that the West Hants Regional Municipality accept and approve all proposed changes substantively the same as proposed by the Intermunicipal Service Agreement (IMSA) working group to the Valley Regional Enterprise Network (VREN) IMSA, except for the proposed changes to article 38 in the draft requiring a minimum of thirty-six (36) months’ notice to the VREN and other parties should a participating party wish to withdraw and further; The West Hants Regional Municipality wishes that the current notice of withdraw period of twelve (12) months remain in effect and be recognized in the new draft IMSA.”*

Following the correspondence sent on December 15, 2022, advising the VREN and other municipal partners of WHRM’s position with respects to the proposed changes to the Intermunicipal Service Agreement (IMSA), Council was provided with a presentation at the January 24th meeting from V Ren’s CEO, Jennifer Tufts and Board Chair, Paul Dixon.

The presentation highlighted:

- Who the VREN was and what they do.
- The IMSA composition and reasoning behind the proposed changes to the agreement.
- Benefits/values that the VREN brings to municipalities.
- Funding model: how funds were leveraged, the amounts and what projects were funded.
- What resources and connections that would cease to exist for municipalities without the VREN.

Recognizing that the March 10, 2022, correspondence sent to the Valley REN formally advised that WHRM would cease to be a partner after March 31, 2023 remains on file and the recent presentation from the VREN, there may be value in Council having a discussion to consider withdrawing the letter on file.

NEXT STEPS

To be determined by Council.

Should Council approve the above motion staff will draft a letter to the Valley Regional Network (VREN) alerting them of Council's decision.

FINANCIAL IMPLICATIONS

- The current annual membership fee for the WHRM to participate in the VREN is approximately \$68,000. Pending the ongoing participation by other units / parties, the funding formula and cost to the WHRM is not anticipated to change. If there were a change it would have to be approved by all units / parties.

ALTERNATIVES

- Proceed with the motion as drafted or as specifically revised; or
- Proceed with the withdrawal notice sent on March 10, 2022 advising that WHRM would no longer be an active member of the VREN effective April 1, 2023.

ATTACHMENTS

- 2022-03-08 Correspondence from WHRM to VREN - Notice to withdraw
- 2022-12-06 VREN Information Report and attachments
- 2022-12-15 VREN re Intermunicipal Service Agreement (IMSA)

CHIEF ADMINISTRATIVE OFFICER REVIEW

I will provide comments on what I feel are the two primary discussion points for Council at this time regarding the VREN.

Point #1 - Current Notice to Withdraw (effective March 31, 2023)

Should Council wish to remain a member of the VREN under the current Intermunicipal Service Agreement (IMSA) the recommendation has been provided above for your consideration. If Council maintains its current position, no action is required.

Point #2 - IMSA Amendments – WHRM's current position regarding proposed withdrawal period amendment.

As noted in the report the following motion reflects the current position of Council regarding the proposed amendments to the IMAS for VREN parties. Each party was requested to comment on the proposed changes and report back to the VREN Liaison and Oversight Committee (LOC). The motion reflects the position of the WHRM Council.

*“that the West Hants Regional Municipality accept and approve all proposed changes substantively the same as proposed by the Intermunicipal Service Agreement (IMSA) working group to the Valley Regional Enterprise Network (VREN) IMSA, **except for the proposed changes to article 38 in the draft requiring a minimum of thirty-six (36) months’ notice to the VREN and other parties should a participating party wish to withdraw and further;** The West Hants Regional Municipality wishes that the current notice of withdraw period of twelve (12) months remain in effect and be recognized in the new draft IMSA.”*

With the recent presentation from the VREN to Council, the position of the three (3) year termination change was reinforced and rationale shared by the VREN.

As part of this report and the discussion by Council, Council may wish to reflect their position on the termination clause. Should Council continue with the position of requiring twelve (12) months termination notice it may by default act as a termination of WHRM from the VREN should all other parties agree with the three (3) year notice change being proposed. Indications are that other parties favor the three (3) year termination notice (as of February 9th communication with CAO Boyd from Berwick).

Should Council wish to accept and approve all proposed changes the following recommendation can be considered.

...that the West Hants Regional Municipality continue to accept and approve all proposed changes substantively the same as proposed by the Intermunicipal Service Agreement (IMSA) working group to the Valley Regional Enterprise Network (VREN), including the proposed changes to article 38 in the draft requiring a minimum of thirty-six (36) months’ notice to the VREN and other parties should a participating party wish to withdraw.

I do encourage Council to reflect on the current activities and programs offered by the VREN and the benefits they provide to the current and future business and tourism community. It is equally recognized that past performance and or awareness of VREN activities has been an ongoing concern of Council along with the corresponding cost to the Municipality for its membership.

We look forward to the discussion by Council regarding these matters and are available for thoughts, opinions or further information requests.

Report Prepared by: _____
Deanna Snair, Municipal Clerk

Report Approved by:  _____ Mark Phillips, Chief Administrative Officer



March 08, 2022

Sandra Snow
Chair Liaison Oversight Committee
Valley Regional Enterprise Network
448 Main Street
Kentville, Nova Scotia, B4N 1K8

Delivered electronically to ssnow@kentville.ca

RE: Continued Partnership and Notice of Withdrawal and Termination

Dear Ms. Snow,

The West Hants Regional Municipality would like to thank the Valley Regional Enterprise Network for their attendance and presentation at the February 22, 2022, Committee of the Whole meeting. Council was appreciative of the information presented.

At the February 22, 2022 Council meeting of the West Hants Regional Municipality, Council made the following motion to be forwarded to the Valley Regional Enterprise Network (VREN) in accordance with Section 14 of the Valley Regional Network Inter-Municipal Agreement:

COUNCIL SEND A LETTER TO THE VALLEY REN ADVISING THAT WEST HANTS REGIONAL MUNICIPALITY WILL REMAIN A PARTNER OF THE VALLEY REN FOR THE PERIOD OF APRIL 1ST, 2022 TO MARCH 31ST, 2023 IN ORDER TO CONTINUE TO SEE THE INCREASING BENEFITS THE VALLEY REN OFFERS FOR THE REGION OF WEST HANTS. ALSO, THAT THE WEST HANTS REGIONAL MUNICIPALITY FORMALLY ADVISES THE VALLEY REN THAT IT WILL CEASE TO BE A PARTNER AFTER MARCH 31ST, 2023.

The West Hants Regional Municipality would like to continue its partnership to the VREN for the period of April 1, 2022, to March 31, 2023. Please consider our previous letter sent on March 2, 2021, withdrawn (enclosed for reference); however, we put you on formal notice (enclosed) that the West Hants Regional Municipality will cease to be a partner after March 31st, 2023.

Please refer to the attached letter as formal notice. We trust that this will meet the terms of agreement outlined in Section 14 of the Valley Regional Enterprise Network Inter-Municipal Agreement.

Respectfully,



Abraham Zebian

Mayor

mp/ds

CC: WHRM Council

Mark Philips, Chief Administrative Officer

Shelleena Thornton, Municipal Operations Supervisor

Jennifer Tufts, Valley REN Chief Executive Officer, jtufts@valleyren.ca

Paul Dixon, Valley REN, Chair, paul@safeguardservices.ca

WEST HANTS REGIONAL MUNICIPALITY

76 Morison Drive, PO Box 3000
Windsor, NS B0N 2T0

Phone # 902-798-8391 Ext. 133
Email Address: mphillips@westhants.ca
www.westhants.ca



March 2, 2021

Sandra Snow, Chair Liaison Oversight Committee
Valley Regional Enterprise Network
354 Main St.
Kentville, NS B4N 1K6
Email: ssnow@kentville.ca

RE: Notice of Withdrawal and Termination

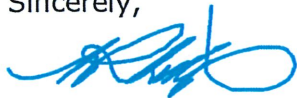

Dear Mayor Snow,

At the February 23, 2021 Council Meeting of the West Hants Regional Municipality, Council made the following motion to be forwarded to the Valley Regional Enterprise Network (VREN) in accordance with Section 14 of the Valley Regional Enterprise Network Inter-Municipal Agreement:

That Council provide direction to the Chief Administrative Officer to provide notice to the Valley Regional Enterprise Network (VREN) of the intention of the West Hants Regional Municipality to leave the VREN effective March 31, 2022.

Please be advised that the Municipality intends to continue its participation and fulfill its responsibilities to the VREN over the coming year. The Municipality also wishes to thank the Valley Regional Enterprise Network, including members of the Liaison and Oversight Committee, Board Members and staff, for their efforts and contributions to the economic landscape in the Annapolis Valley.

Sincerely,



Mark Phillips
Chief Administrative Officer

/rb

Cc: Mayor Zebian and West Hants Regional Municipal Council
Gerard d'Entremont, Valley REN Board of Directors Chair, gerard.dentremont@nsc.ca
Jennifer Tufts, Valley REN Chief Executive Officer, jtufts@valleyren.ca



March 08, 2022

Sandra Snow, Chair Liaison Oversight Committee
Valley Regional Enterprise Network
448 Main St.
Kentville, NS
B4N 1K8

Delivered electronically to ssnow@kentville.ca

RE: Notice of Withdrawal and Termination

Dear Ms. Snow,

At the February 22, 2022 Council Meeting of the West Hants Regional Municipality, Council made the following motion to be forwarded to the Valley Regional Enterprise Network (VREN) in accordance with Section 14 of the Valley Regional Enterprise Network Inter-Municipal Agreement:

That Council send a letter to the Valley REN advising that the West Hants Regional Municipality formally advises the Valley REN that it will cease to be a partner after March 31st, 2023.

Please be advised that the Municipality intends to continue its participation and fulfill its responsibilities to the VREN over the coming year. The Municipality also wishes to thank the Valley Regional Enterprise Network, including members of the Liaison and Oversight Committee, Board Members and staff, for their efforts and contributions to the economic landscape in the Annapolis Valley.

Sincerely,

Abraham Zebian
Mayor

mp/ds

Respectfully,

CC: Mayor Zebian and WHRM Council
Mark Phillips, CAO

Shelleena Thornton, Municipal Operations Supervisor
Gerard d'Entremont, Valley REN Board of Directors Chair, gerard.dentremont@nsc.ca
Jennifer Tufts, Valley REN Chief Executive Officer, jt tufts@valleyren.ca



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input checked="" type="checkbox"/>	Recommendation <input type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Committee of the Whole

Submitted by: _____

Date: December 6, 2022

Subject: Valley Regional Enterprise Network

LEGISLATIVE AUTHORITY

Nova Scotia Municipal Government Act, Authorized Municipal Expenditures 65A (1) Subject to subsections (2) to (4), the municipality may only spend money for municipal purposes if (a) the expenditure is included in the municipality’s operating budget or capital budget or is otherwise authorized by the municipality;

RECOMMENDATION or DECISION REQUEST

Council to determine the next steps.

BACKGROUND

Property <input type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input checked="" type="checkbox"/>	Economic <input checked="" type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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The Valley Regional Enterprise Network (VREN) was incorporated in 2014 to help develop regional economic development strategies, co-ordinate economic development efforts within regions, and focus on helping local businesses grow.

Both the former councils for Windsor and West Hants have been involved with the VREN since 2014. With the consolidation in 2020 of the former Town and Windsor and the former District of West Hants to form the West Hants Regional Municipality the relationship with the VREN continued.

At the February 22, 2022, meeting Council made two motions to be forwarded to the Valley Regional Enterprise Network (VREN).

THAT COUNCIL SEND A LETTER TO THE VALLEY REN ADVISING THAT THE WEST HANTS REGIONAL MUNICIPALITY WILL REMAIN A PARTNER OF THE VALLEY REN FOR THE PERIOD OF APRIL 1ST, 2022 TO MARCH 31ST, 2023 IN ORDER TO CONTINUE TO SEE THE INCREASED BENEFITS THE VALLEY REN OFFERS FOR THE REGION OF WEST HANTS. ALSO, THAT WEST HANTS REGIONAL MUNICIPALITY FORMALLY ADVISES THE VALLEY REN THAT IT WILL CEASE TO BE A PARTNER AFTER MARCH 31ST, 2023.

On March 8, 2022, The VREN was advised that the Municipality intended to continue its participation and fulfill its responsibilities over the coming year but was formally advising that it will cease to be a partner after March 31st, 2023.

DISCUSSION

In May of 2022 CAO Phillips advised Council that the Intermunicipal Service Agreement (IMSA) working group had met to discuss progress on agreements; specifically, the VREN agreement. It is expected that the working group and Liaison and Oversight (LOC) of the VREN are going to suggest amendments to the VREN partners agreement requiring 2 to 3 years notice of termination by a participating partner vs the 1- year notice currently within the agreement. At that time Council was advised that this matter would appear before them for consideration once the amendments were drafted.

On October 31, 2022, correspondence was received from Jennifer Boyd to share with Councils pertaining to the memo and “final draft” of the proposed Valley REN’s IMSA as recommended by the IMSA Working Group. Included in this correspondence and attached for reference are the previous two memos to the IMSA working group.

In addition to this change the draft Memorandum also notes a change to the Term, Termination and Withdrawal clause. The VREN is proposing that the IMSA include a three-year term, renew year-over-year and require 36 months’ notice to withdraw.

In advance of the discussions and approvals or non-approvals of the participating Councils the VREN is asking for an advanced notice of intent whether each partner intends to continue with the VREN.

“While preparing the memo and next steps, it was noted that the funding formula was not approve/included in the IMSA. Therefore, at this time, we are asking that current and potential parties make their intentions known by December 31, 2022 whether they wish to remain, join or withdrawal from the Valley REN. After December 31, 2022, we will finalize the

funding formula and add it as a schedule to the IMSA and have the parties approve the new IMSA before April 1, 2022” Jen Boyd, CAO Berwick

NEXT STEPS

Council discusses the next steps and advise staff on the direction they wish to proceed.

FINANCIAL IMPLICATIONS

There will be financial impacts, although they are unclear at this point as the IMSA working group has yet to approve the funding formula.

Presently the municipality’s contributions to the VREN equates to \$34,000 **bi-annually**.

ALTERNATIVES

- Council may choose to ignore the request that current and potential parties make their intentions known by December 31, 2022. Council has previously provided formal notice that it would cease to be a partner after March 31st, 2023.
- Council may choose to provide notice to the VREN by the December 31, 2022, deadline.
- Council may choose to renew its intentions for a three-year term, renew year-over-year and require 36 months’ notice to withdraw.

ATTACHMENTS

- Memo VREN IMSA 2022-05-24
- Memo VREN IMSA 2022-09-21
- Proposed VREN IMSA 2022-10-24
- 2022-03-10 Sandra Snow, VREN Continued Partnership, notice to formally withdrawal and correspondence including the 2021-03-02 Letter to VREN -Notice of withdrawal.

CHIEF ADMINISTRATIVE OFFICER REVIEW

Report Approved by: _____



Mark Phillips, Chief Administrative Officer

MEMORANDIUM

TO: Valley REN Board of Directors, Liaison and Oversight Committee and CEO

FROM: Jen Boyd on behalf of the IMSA Working Group

DATE: May 24, 2022

SUBJECT: **Draft Valley REN IMSA v1**

The Intermunicipal Service Agreement (IMSA) Working Group was established in April 2020 and comprises the Mayors of Annapolis Royal, Berwick, Kentville, Kings, Middleton, and Wolfville, the Warden of Annapolis County and a senior staff member of Glooscap First Nations. The intention of the Working Group is to review the IMSAs which serve as the incorporation documents of several jointly owned entities, the Valley REN being one.

The Working Group has engaged a solicitor to provide legal advice on key provisions of current IMSAs, as well as the development, and subsequent Parties approval, of the Interim IMSA for Valley Waste and Kings Transit Pilot Project and the Kings Regional Emergency Management Organization (REMO) IMSA. Therefore, the CAOs used the common provisions and format of the Interim and Kings REMO IMSAs as a foundation for the first draft of a new Valley Regional Enterprise Network (Valley REN) IMSA.

The review of the Valley REN IMSA started with several facilitated discussions regarding the key areas of an IMSA: mandate, Party and Stakeholder relationships, governance, and funding. Feedback from the IMSA Working Group included:

- The Liaison and Oversight Committee needs to have a more defined, involved role (more than just reviewing applications for Board positions).
- The Board of Directors should comprise members of the business community, but also others with different skill sets.
- The Board of Directors should be a Policy Board as opposed to an Operational Board; Board training should be required.
- Opportunities should be created for other (non-business) organizations in the Valley to be involved (e.g., Acadia, CFB Greenwood).
- There should be tangible benefits for areas within the region.
- Communication with Councils needs to be improved.
- Valley REN staff need to work more closely with Municipal staff.
- A focused approach is important one that resources a core program and introduces special projects through an agreed to process.

The Draft Valley REN IMSA v1 was shared with the IMSA Working Group on May 13, 2022. Except for direction from the Working Group regarding the approval of the annual budget, n substantive feedback has not been reflected in v1. This is to ensure that feedback received from

the Board, LOC, and CEO on the original provisions can be comparable. A summary of the feedback will be provided with version two of the IMSA. The Working Group agreed that the Board should be the body responsible for approving the annual Budget.

Highlights and key changes to the Valley REN IMSA have been noted below and a summary of the Roles and Responsibilities of the different bodies (e.g., Board, LOC, Parties, CEO) has been provided in Table 1.

Draft Valley REN IMSA v1 Highlights and Key Changes

Regional Strategy

The Board and CEO are responsible for establishing and implementing a Regional Economic Development Strategy (Regional Strategy) to guide the Valley REN's annual business planning and to allow the Funders to measure the REN's progress. Funders are the Parties and the provincial government.

The Working Group provided direction that the Regional Strategy should be approved by the Parties to ensure alignment with Party priorities.

Board of Directors (Board)

The roles and responsibilities of the Board remain unchanged except for their role in recruitment and approval of potential Board members. Through discussion with the Working Group, several Mayors noted the Board is in a better position to identify potential Board members and should be involved in the recruitment process. Therefore, it is recommended that the Board be responsible for recruitment.

Further, it is recommended the Liaison and Oversight Committee approve Board members nominated by the Board. This change better aligns with the LOC's oversight role.

The Board shall operate on the CAO model and provide direction on the objectives, policies, and programs of the Valley REN. The intention is that the Board is policy focused and not an operational board.

Liaison and Oversight Committee (LOC)

As mentioned above, the LOC will approve the appointment of Board members. Therefore, the establishment of a Recruitment and Nominating Committee is not included in the IMSA or LOC's role or responsibilities. If a committee is deemed necessary, it can be established through policy and approved by the Board and include members of the LOC. Key work of the LOC will be:

- Ensuring that the LOC and Board have written Terms of Reference and a Code of Conduct Policy; and
- Establishing a communication process for providing and receiving information to/from the Parties.

Administration

As mentioned previously, the Board and CEO shall operate on the CAO model of administration per Part II of the Municipal Government Act.

Communication has been an ongoing concern between the Valley REN and the Parties. In an endeavour to improve communication and reduce duplication of effort, the CEO should provide an update report to the LOC and CAOs/Senior Staff Member of Glooscap or their designates for circulation to respective Councils.

Core Program

One of the challenges identified by the Working Group was that the Valley REN special projects should not detract from core program offerings. This does not mean that when an opportunity presents itself that it is not considered; however, how the opportunity affects current projects and initiatives needs to be considered.

The Regional Strategy sets the direction for the Valley REN. In addition to the programs approved in the Regional Strategy, the Valley REN shall offer the following core activities:

- Development and Implementation of a formal Business Retention and Expansion (BRE) Program per Provincial Guidelines.
- Implement the Strategic Tourism for Areas and Regions (STAR) recommendations.
- Develop, maintain, and publish a land and asset database.

Any changes to the Core Program would require an amendment to the IMSA. Changes to the Core Program may be introduced by the Board or the LOC.

Special Projects

Special Projects are separate from Core Program and allow the flexibility for the Valley REN to react to trends or pressures from industry to address issues that were not identified in the Regional Strategy. However, it is important to make sure that the addition of a Special Project does not detract or reduce resources dedicated to the Core Programs. If the Special Project will impact the Core Program, then it should be clearly defined so an informed decision can be made.

When a Special Project is identified, a brief proposal that outlines the project need, objective, proposed costs and related funding and human resources requirements will be necessary for approval to move forward. The CEO should consult with the Parties through the CAOs and Senior Staff Member of Glooscap to ensure there is no duplication of efforts. This will also ensure the Parties understand any impact the Special Project may have on the Core Program.

Special Projects will be approved and incorporated into the Annual Business Plan and related budget.

Term, Termination and Withdrawal

The uncertainty provided by annual notices to withdraw affects the stability and success of the Valley REN. To ensure continuity, it is proposed that the IMSA include a three-year term, renew year-over-year and require 36 months' notice to withdraw.

Budget

The budget provided to the LOC and Parties is currently limited in information. To assist with improving transparency and accountability, the budget shall be approved by the Board by March 1st of every year. The budget should be balanced and include anticipated operating and

capital costs, the use of the Valley REN operating surplus, contributions from Funders and the recovery of any deficit from a preceding fiscal year.

In addition, the CEO shall meet with the CAOs/Senior Staff Member of Glooscap for the purpose of reviewing and seeking input on a draft of the Annual Business Plan and Budget. This is the practice of other IMSAs and assists with communication to the Parties' Councils.

Party Contributions

The **Parties** may consider an inflationary increase as part of the annual budget approval. This would only apply to the municipal contribution.

Audit Committee

The audit committee details in the provincial template/current IMSA are no longer required because they now exist in the Financial Reporting and Accounting Manual (FRAM). The committee terms of reference would be part of an approved Audit Committee Policy that will be developed by the Board of Directors.

Next steps in the review process have been outlined in Table 2, attached.

Table 1 – Valley REN Roles and Responsibilities

Item	Board of Directors	Valley REN CEO	Liaison and Oversight Committee	Parties
Contribution Agreement	Review Approve Chair Executes	Execute	Approve	
Regional Strategy	Develop Implement	Develop Implement	Monitor	Approve
Annual Business Plan	Approve	Develop Implement	Receive	
Annual Budget	Approve	Develop Implement		
Board Members	Recruit and nominate		Approve	
Core Program	Monitor Introduce changes	Implement	Monitor Introduce changes	Approve amendment(s) to IMSA
Special Projects	Introduce Approve	Introduce Consult with Party staff Develop brief	Introduce Approve	
Audit Report/Financial Statements	Approve	Oversee preparations	Receive	

Table 2 – Valley REN IMSA Review Process

Task	Date	Status	Comments
Discussion and Feedback from IMSA Working Group	October 2021 – May 2022	Completed	
Review of draft Valley REN IMSA V1 by IMSA Working Group	May 13, 2022	Completed	
Review of draft Valley REN IMSA V1* by Board of Directors/CEO	June meeting		Separate meeting with CEO, if required.
Review of draft Valley REN IMSA V1* by Liaison and Oversight Committee	June meeting		
Present Feedback Report and V2 of draft Valley REN IMSA to IMSA Working Group	Early July		Recommend to Parties for approval
Incorporate feedback from IMSA Working Group and share V2 with Board, LOC, and CEO	Late July		
<i>Consult Parties on any outstanding items that cannot be settled at the IMSA Working Group</i>	<i>September 2022</i>		May be required if a significant provision(s) cannot be agreed to by the Working Group.
<i>Receive decisions from Parties and provide direction to recommend draft Valley REN IMSA V3 by Parties.</i>	<i>Late September</i>		
Approval of Valley REN IMSA by participating Parties	October 2022		Initial Parties to new agreement must decide by November 1, 2022.
Execute updated Valley REN IMSA			

*Version 1 of the draft Valley REN IMSA will not include changes proposed by the Working Group unless they appeared to receive consensus from all Parties or were minor edits – i.e., change to the uniform assessment definition.

All comments will be summarized in a Feedback Report accompanying V2 and outstanding items may be addressed at that time or forwarded to each Party for decision as part of the approval process.

MEMORANDIUM

TO: IMSA Working Group
FROM: Jen Boyd, CAO Town of Berwick
DATE: September 2022
SUBJECT: Draft Valley REN IMSA v2

Version 1 (v1) of the draft Valley Regional Enterprise Network (Valley REN) Intermunicipal Services Agreement (IMSA), "Agreement" has been presented to the IMSA Working Group, the Valley REN Board of the Directors, the Valley REN Liaison and Oversight Committee and the Valley REN Chief Executive Officer (CEO).

The following is a summary of the feedback and proposed changes that have been incorporated into v2 of the Agreement.

The CAOs and Senior Staff member of Glooscap are seeking consensus from the IMSA Working Group on the proposed changes for each section.

Regional Strategy

V1 of the Agreement required the LOC and the Parties to approve the Regional Strategy.

Comments:

- Approval by individual Parties would take away control from the Board of Directors. Individual Councils and LOC should have more oversight than control and that the LOC could advocate for changes on behalf of Councils.
- Approval by individual Parties has the potential to take months and what happens if one Party does not approve it or requests a change?
- Parties are/should be part of the Regional Strategy development and this is where alignment should occur.
- The Board should feel supported by the LOC and Parties and not have two or three levels of approvals for all items.

The definition of the Regional Strategy in the Agreement proposes a four-year time period, instead of three. The intention would be for the Regional Strategy development to occur and be approved by the LOC during the second year of a council term. This would allow Council's to complete their own strategic plans and bring new council members up to date.

Considering that Parties have a longer notice period to withdraw, it seems fitting that the strategy align with the strategic direction of the Parties. If the Parties are part of the development of the strategy, which they have been in the past, then the final document should not be a surprise.

No proposed changes to the Regional Strategy.

Board of Directors (Board)

V1 of the Agreement stated that Board would be responsible for recruitment because they are in a better position to identify potential Board members. They will recruit and nominate members to the LOC for approval.

Comments:

- Generally, everyone was in favour of this change in practice.
- There was a cautionary comment that by putting this responsibility on the Board, there is hope that it does not reduce engagement from the LOC and the Parties.

No proposed changes under Board of Directors.

Liaison and Oversight Committee (LOC)

V1 of the Agreement identified key areas of work for the LOC:

- Ensuring that the LOC and Board have written Terms of Reference and a Code of Conduct Policy; and
- Establishing a communication process for providing and receiving information to/from the Parties.

Comments:

- The LOC's role should be more than developing a process for providing and receiving information to/from the Parties. They should also be responsible for ensuring that it works through annual reviews and adjustments as required.

Proposed change to 22.f): add "and review regularly" after establish.

Administration

No proposed changes under Administration.

Core Program

V2 of the Agreement has been amended to provide clarity, as well as flexibility.

Comments:

- Change the wording to match the intention of where the core program is developed – i.e., it is developed within the Regional Strategy.
- Specific reference to BRE should be removed since the Province no longer has provincial guidelines. As well, the BusinessNOW program has been evolving to provide the support the Parties are looking for.
- Change wording specific to the STAR program to not lock the Valley REN into the organization that must implement the plan.
- There was concern that the Agreement would need to be amended regularly to update the core program.

Proposed changes to 33:

Implement the programs approved in the Regional Strategy, the Valley REN shall offer the following core activities:

- a) business support service that provides one-on-one support to business of any size and at any stage of operation by navigating and referring to appropriate and relevant supports.**
- b) support tourism based on the recommendations from the Strategic Tourism for Areas and Regions Project.**
- c) develop, maintain, and publish a land and asset database.**

Special Projects

No proposed changes under Special Projects

Term, Termination and Withdrawal

Comments:

- For the most part, the 36-month (3 year) notice was accepted; however, it was unclear whether it would be accepted by the individual Parties.

No proposed changes under Term, Termination and Withdrawal.

Budget

No proposed changes under Budget.

Party Contributions

No proposed changes under Party Contributions.

Audit Committee

No proposed changes under Audit Committee.

Dispute Resolution

There was a suggestion that the cost of any such arbitration related to the budget shall be borne solely by the Party who disputes the budget. At this time no changes have been made to the Agreement related to this suggestion.

Table 1 – Valley REN Roles and Responsibilities

Item	Board of Directors	Valley REN CEO	Liaison and Oversight Committee	Parties
Contribution Agreement	Review Approve Chair Executes	Execute	Approve	
Regional Strategy	Develop Implement	Develop Implement	Monitor And Approve	Approve Receive
Annual Business Plan	Approve	Develop Implement	Receive	
Annual Budget	Approve	Develop Implement		
Board Members	Recruit and nominate		Recruit and nominate Approve	
Core Program	Monitor Introduce changes	Implement	Monitor Introduce changes	Approve amendment(s) to IMSA
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All comments will be summarized in a Feedback Report accompanying V2 and outstanding items may be addressed at that time or forwarded to each Party for decision as part of the approval process.



March 08, 2022

Sandra Snow
Chair Liaison Oversight Committee
Valley Regional Enterprise Network
448 Main Street
Kentville, Nova Scotia, B4N 1K8

Delivered electronically to ssnow@kentville.ca

RE: Continued Partnership and Notice of Withdrawal and Termination

Dear Ms. Snow,

The West Hants Regional Municipality would like to thank the Valley Regional Enterprise Network for their attendance and presentation at the February 22, 2022, Committee of the Whole meeting. Council was appreciative of the information presented.


At the February 22, 2022 Council meeting of the West Hants Regional Municipality, Council made the following motion to be forwarded to the Valley Regional Enterprise Network (VREN) in accordance with Section 14 of the Valley Regional Network Inter-Municipal Agreement:

COUNCIL SEND A LETTER TO THE VALLEY REN ADVISING THAT WEST HANTS REGIONAL MUNICIPALITY WILL REMAIN A PARTNER OF THE VALLEY REN FOR THE PERIOD OF APRIL 1ST, 2022 TO MARCH 31ST, 2023 IN ORDER TO CONTINUE TO SEE THE INCREASING BENEFITS THE VALLEY REN OFFERS FOR THE REGION OF WEST HANTS. ALSO, THAT THE WEST HANTS REGIONAL MUNICIPALITY FORMALLY ADVISES THE VALLEY REN THAT IT WILL CEASE TO BE A PARTNER AFTER MARCH 31ST, 2023.

The West Hants Regional Municipality would like to continue its partnership to the VREN for the period of April 1, 2022, to March 31, 2023. Please consider our previous letter sent on March 2, 2021, withdrawn (enclosed for reference); however, we put you on formal notice (enclosed) that the West Hants Regional Municipality will cease to be a partner after March 31st, 2023.

Please refer to the attached letter as formal notice. We trust that this will meet the terms of agreement outlined in Section 14 of the Valley Regional Enterprise Network Inter-Municipal Agreement.

Respectfully,



Abraham Zebian
Mayor

mp/ds

CC: WHRM Council
Mark Philips, Chief Administrative Officer
Shelleena Thornton, Municipal Operations Supervisor
Jennifer Tufts, Valley REN Chief Executive Officer, jtufts@valleyren.ca
Paul Dixon, Valley REN, Chair, paul@safeguardservices.ca

WEST HANTS REGIONAL MUNICIPALITY

76 Morison Drive, PO Box 3000
Windsor, NS B0N 2T0

Phone # 902-798-8391 Ext. 133
Email Address: mphillips@westhants.ca
www.westhants.ca



March 2, 2021

Sandra Snow, Chair Liaison Oversight Committee
Valley Regional Enterprise Network
354 Main St.
Kentville, NS B4N 1K6
Email: ssnow@kentville.ca

RE: Notice of Withdrawal and Termination

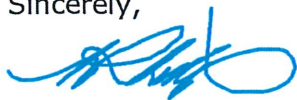

Dear Mayor Snow,

At the February 23, 2021 Council Meeting of the West Hants Regional Municipality, Council made the following motion to be forwarded to the Valley Regional Enterprise Network (VREN) in accordance with Section 14 of the Valley Regional Enterprise Network Inter-Municipal Agreement:

That Council provide direction to the Chief Administrative Officer to provide notice to the Valley Regional Enterprise Network (VREN) of the intention of the West Hants Regional Municipality to leave the VREN effective March 31, 2022.

Please be advised that the Municipality intends to continue its participation and fulfill its responsibilities to the VREN over the coming year. The Municipality also wishes to thank the Valley Regional Enterprise Network, including members of the Liaison and Oversight Committee, Board Members and staff, for their efforts and contributions to the economic landscape in the Annapolis Valley.

Sincerely,



Mark Phillips
Chief Administrative Officer

/rb

Cc: Mayor Zebian and West Hants Regional Municipal Council
Gerard d'Entremont, Valley REN Board of Directors Chair, gerard.dentremont@nsc.ca
Jennifer Tufts, Valley REN Chief Executive Officer, jtufts@valleyren.ca



March 08, 2022

Sandra Snow, Chair Liaison Oversight Committee
Valley Regional Enterprise Network
448 Main St.
Kentville, NS
B4N 1K8

Delivered electronically to ssnow@kentville.ca

RE: Notice of Withdrawal and Termination

Dear Ms. Snow,

At the February 22, 2022 Council Meeting of the West Hants Regional Municipality, Council made the following motion to be forwarded to the Valley Regional Enterprise Network (VREN) in accordance with Section 14 of the Valley Regional Enterprise Network Inter-Municipal Agreement:

That Council send a letter to the Valley REN advising that the West Hants Regional Municipality formally advises the Valley REN that it will cease to be a partner after March 31st, 2023.

Please be advised that the Municipality intends to continue its participation and fulfill its responsibilities to the VREN over the coming year. The Municipality also wishes to thank the Valley Regional Enterprise Network, including members of the Liaison and Oversight Committee, Board Members and staff, for their efforts and contributions to the economic landscape in the Annapolis Valley.

Sincerely,

Abraham Zebian
Mayor

mp/ds

Respectfully,

CC: Mayor Zebian and WHRM Council
Mark Phillips, CAO

Shelleena Thornton, Municipal Operations Supervisor

Gerard d'Entremont, Valley REN Board of Directors Chair, gerard.dentremont@nsc.ca

Jennifer Tufts, Valley REN Chief Executive Officer, jt tufts@valleyren.ca

West Hants Regional Municipality

PO Box 3000, 76 Morison Drive, Windsor, NS, B0N 2T0

902-798-8391 • www.westhants.ca

THIS INTERMUNICIPAL SERVICE AGREEMENT is made this ____ day of _____, 2022.

BETWEEN:

GLOOSCAP FIRST NATION, a body corporate, pursuant to section 2(1) of the Indian Act;

(hereafter, “Glooscap”)

TOWN OF BERWICK, a municipal body corporate pursuant to Section 8 *Municipal Government Act*, S.N.S., 1998 c.18;

(hereafter, “Berwick”)

-and-

TOWN OF KENTVILLE, a municipal body corporate pursuant to Section 8 *Municipal Government Act*, S.N.S., 1998 c.18;

(hereafter, “Kentville”)

-and-

MUNICIPALITY OF THE COUNTY OF KINGS, a municipal body corporate pursuant to Section 7 *Municipal Government Act*, S.N.S., 1998 c.18:

(hereafter, “Kings”)

-and-

TOWN OF MIDDLETON, a municipal body corporate pursuant to Section 8 *Municipal Government Act*, S.N.S., 1998 c.18;

(hereafter, “Middleton”)

-and-

TOWN OF WOLFVILLE, a municipal body corporate pursuant to Section 8 *Municipal Government Act*, S.N.S., 1998 c.18;

(hereafter, “Wolfville”)

-and-

WEST HANTS REGIONAL MUNICIPALITY, a municipal body corporate pursuant to *West Hants Regional Municipality Act*, S.N.S., 2018 c.26;

(hereafter, “West Hants”)

(collectively, the parties)

WHEREAS the parties, together with various agencies and departments of the Provincial and Federal Governments, are partners in regional economic development; and

WHEREAS the parties wish to develop regional economic development strategies that consider assets, the business community, sector strengths, regional opportunities, and the priorities of the Province and the parties; and

WHEREAS the parties agree that Regional Enterprise Networks (RENs) are best positioned to navigate and guide regional economic development in Nova Scotia, while supporting business growth and retention in communities; and

WHEREAS section 60 of the *Municipal Government Act* (MGA) provides authority for municipalities to enter into agreements with other municipalities, band councils pursuant to the *Indian Act* (Canada), villages, service commissions, the Government of the Province of Nova Scotia or of Canada, to provide or administer municipal services on such terms and conditions as the parties may agree, and to delegate responsibility for the same to a body corporate; and

WHEREAS economic development is a service which municipalities in Nova Scotia are authorized to provide under the MGA; and

WHEREAS the parties established a REN, Valley Regional Enterprise Network (Valley REN) as a body corporate on 17 June 2014 and assigned it with guiding economic development in their region; and

WHEREAS the parties wish to update the terms and conditions for the continuation of the Valley REN, and for certain matters related thereto;

NOW THEREFOR THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

1. In this Agreement:

- a) Annual Business Plan means the annual operational plan for a forthcoming Fiscal Year that has been developed by the Valley REN Chief Executive Officer (CEO) with input from and being approved by the Board of Directors, with said plan containing Core Program activities and Special Projects that align with the priorities of the parties, the Regional Strategy, and those included within the Provincial Annual Outcome Agreement;
- b) Audit Committee means the audit committee for the Valley REN, as appointed pursuant to provision 51 of this Agreement;
- c) Auditor means a registered municipal auditor pursuant to section 457 MGA who is appointed by the Board of Directors of the Valley REN;
- d) Board of Directors means the governing body charged with the performance and fiduciary responsibilities of the Valley REN;
- e) Capital Costs means the amount expended by the Valley REN for equipping and fixturing of offices, which by general practice would form part of Capital Assets as defined by the Canadian Institute of

Chartered Accountants or the Public Sector Accounting Board, or any successor institutes. For greater certainty, the Valley REN, in the absence of the written agreement of the parties hereto, is not permitted to acquire either Tangible or Intangible Capital Assets which individually have a value in excess of \$25,000;

- f) Contribution Agreement means the funding agreement executed between the Province and the Valley REN with said Agreement containing the Provincial Outcome Agreement as a related Schedule;
- g) Fiscal Year means the 12-month period commencing on April 1 of every year and ending on March 31 of every subsequent year;
- h) FRAM means the Financial Reporting and Accounting Manual as prescribed by the MGA;
- i) Funders means the parties and the Provincial departments contributing to the annual operating requirements of the Valley REN;
- j) GAAP means Canadian Generally Accepted Accounting Principles, as established from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, or any successor institutes, applicable as at the relevant date, and applied consistently;
- k) Liaison and Oversight Committee (herein referred to as the LOC) means a committee established to represent the Funders;
- l) Operating Costs means the costs associated with operating and administering the Valley REN;
- m) Province means His Majesty the King in right of the Province of Nova Scotia;
- n) PSAS means the Public Sector Accounting Standards developed and maintained by the Public Sector Accounting Board of Canada;
- o) Regional Strategy means the Regional Economic Development Strategy formulated by the Valley REN that has been received by the parties to guide the Valley REN annual business planning and to allow the Funders to measure REN progress over a four-year period; and
- p) Uniform Assessment means the same as in the *Municipal Grants Act*, R.S.N.S. 1989, c. 302, for the coming fiscal year.

EFFECT

2. The parties hereto agree that this Agreement is effective as at the date first above written and replaces the 17 June 2014 Valley REN Intermunicipal Service Agreement. This Agreement shall be filed with the Registrar of Joint Stock Companies to confirm the terms upon which the body corporate has been established and governed pursuant to section 60 MGA.
3. The parties agree that the body corporate shall continue to be known as the Valley Regional Enterprise Network (Valley REN).
4. The parties, LOC, and Board of Directors acknowledge that disclosure of documentation, records and information in the possession of the Valley REN shall be subject to the *Freedom of Information and Protection of Privacy Act*, 1993, c.5.

5. Pursuant to section 3(ar) MGA, the Valley REN shall operate as a municipal government as defined, subject to the same legislative rights and obligations, including, without limitation, the *Public Procurement Act, 2011, c. 12*, *Municipal Conflict of Interest Act, R.S. c. 299*, the *Conflict of Interest Act, 2010, c. 35*, and the *Labour Standards Code, R.S. c. 246*.

GOVERNANCE

Parties

6. Any amendments to this Intermunicipal Service Agreement (IMSA) shall be attended in writing and executed by all parties. The parties further agree to conduct a review of this IMSA at minimum every four years from the date of execution.
7. A municipality, village, or band council pursuant to the *Indian Act (Canada)* that is not party to this Agreement may, with the unanimous consent of the parties, join the Valley REN.

Board of Directors

8. The Board of Directors shall be responsible to:
 - a. Oversee the development and implementation of the Regional Strategy;
 - b. Establish and approve an Annual Business Plan and Budget that meets the objectives of the Regional Strategy and Core Program activities and any approved Special Project(s) by March 1 of every year;
 - c. Deliver an annual report and annual audited financial statements to the LOC by June 30 each year;
 - d. Conduct an Annual General Meeting of the Valley REN on or before June 30 of each year;
 - e. Steward the financial health of the Valley REN by ensuring strong financial management skills and appropriate internal controls;
 - f. Conduct an annual organizational evaluation to appraise its performance and efficiency;
 - g. Develop and follow a recruitment and nomination process for the Board of Directors composition for consideration by the LOC;
 - h. Meet with the LOC at least twice annually to report on all activities of the Valley REN;
 - i. Create and publish the CEO position description;
 - j. Develop and execute a CEO employment contract that establishes the terms of appointment with said contract including, without limitation, the terms of the CEO performance evaluation;
 - k. Request, review, and approve policies for the Valley REN; and
 - l. Review and approve Contribution Agreements, and direct the Chair of the Board of Directors and the CEO to execute same on behalf of the Valley REN, subject to the approval of the LOC.

9. The Board of Directors shall set the salary range of the CEO that is industry comparable, compliant with the Provincial Contribution Agreement, and is in the long-term interest of the Valley REN.
10. The Board of Directors has the power to remove the CEO subject to employment contract provisions.
11. The Board of Directors shall comprise a minimum of eight and a maximum of 12 business and community leaders.
12. Members of the Board of Directors serving, as at the date of this Agreement, shall remain in office in accordance with their appointment terms.
13. New members of the Board of Directors shall be approved by the LOC in accordance with the Board's Terms of Reference, except when a new member is completing the term of a member who has resigned or whose position is vacated mid-term.
14. The Board of Directors has authority to establish committees, one of which shall be the Audit Committee.
15. The Board of Directors shall, as part of the Valley REN Annual General Meeting, appoint a Chair and Vice-Chair from amongst their members.
16. The Board of Directors shall establish written position descriptions for the Chair and Vice-Chair.
17. The Board of Directors shall convene meetings and conduct itself in accordance with rules of order set out in the MGA and, where the former is silent, then Robert's Rules of Order 12th ed. Each member shall have one vote, including the Chair and Vice-Chair.

Liaison and Oversight Committee (LOC)

18. The LOC shall comprise:
 - I. the Chief or Mayor of each of the parties, or a designate approved by their Councils, and may include a staff member of Glooscap; and
 - II. a staff member(s) appointed as a representative of the Provincial department(s) pursuant to the Contribution Agreement between the Province and the Valley REN.
19. Notwithstanding 19 (I), the Chief Administrative Officer (CAO), or Senior Staff member of Glooscap or their designate, can participate in LOC meetings as a non-voting member.
20. The CEO shall participate in LOC meetings as a non-voting member.
21. The LOC shall be responsible to:
 - a) approve all appointments to the Board of Directors;
 - b) prepare and adopt position descriptions for the LOC Chair and Vice-Chair;
 - c) approve and monitor the implementation of the Regional Strategy;
 - d) ensure that the LOC and the Board of Directors have written terms of reference and code of conduct policy that sets out their roles and responsibilities, with said terms and codes being in accordance with the provisions of this Agreement;

- e) Each member of the LOC shall serve at the pleasure of their Council and, unless otherwise disqualified or removed, shall hold office until a successor is named by the appointing party.
 - f) Notwithstanding provision 21(e), in the event of any vacancy that occurs with respect to a member, the Council appointing such member shall appoint a replacement within eight weeks.
 - g) establish and review regularly a communication process for the parties on the activities of the Valley REN and issues affecting the Valley REN and its stakeholders;
 - h) nominate a CAO or Senior Staff Member of Glooscap to the Audit Committee;
 - i) on an annual basis appoint a Chair and Vice-Chair; and
 - j) meet at minimum twice a year.
22. The LOC shall convene meetings and conduct itself in accordance with rules of order set out in the MGA and, where the former is silent, then Robert's Rules of Order 12th ed. Each member shall have one vote, including the Chair and Vice-Chair.
23. Reasonable expenses of the LOC, as approved within the Valley REN budget, shall be reimbursed by the Valley REN in a timely manner.

ADMINISTRATION

24. The parties acknowledge and agree that the Board of Directors shall operate according to the CAO model of administration per Part II MGA. The CEO shall be the sole employee reporting to the Board of Directors and be responsible for the effective administration of the Valley REN.
25. The CEO shall be responsible to the Board of Directors for the proper administration and management of the Valley REN in accordance with this Agreement, and the directives and policies of the Valley REN as approved from time to time by the Board of Directors, and statutory requirements per provision 5 herein.
26. Neither the LOC nor the Board of Directors shall direct or instruct the employees of the Valley REN. However, the LOC and Board of Directors may communicate directly with the employees of the Valley REN solely to obtain or provide reasonably required information.
27. The Board of Directors shall provide direction on the objectives, policies, and programs of the Valley REN to the CEO.
28. On a quarterly basis, the CEO shall provide an update report to the LOC and the CAOs/Senior Staff Member of Glooscap or their designates for circulation to the respective Councils.
29. Subject to section 22 MGA, all agendas, meeting packages, and minutes of the Board of Directors and of the LOC shall be publicly available on the Valley REN website.

CORE PROGRAM

30. In addition to implementing the programs approved in the Regional Strategy, the Valley REN shall offer the following core activities:

- a) business support service that provides one-on-one support to business of any size and at any stage of operation by navigating and referring to appropriate and relevant supports;
- b) support tourism based on the recommendations from the Strategic Tourism for Areas and Regions Project; and
- c) develop, maintain, and publish a land and asset database.

31. Any changes to the Core Program:

- a) may be introduced by the Board of Directors or the LOC; and
- b) will require an amendment to this Agreement.

SPECIAL PROJECTS

32. Special Projects shall be reported on and accounted for separately from the Core Program activities but shall not, except in exceptional circumstances approved by the Board of Directors and the LOC, deplete resources dedicated to the Core Program.

33. Special Projects shall be part of the Annual Business Plan and related budget and be included within a brief proposal developed by the CEO that outlines the project need, objective, proposed costs and related funding, and human resource requirements.

34. Special Projects shall be subject to:

- a) the CEO consulting with the CAOs and Senior Staff Member of Glooscap to ensure there is no duplication of efforts; and
- b) approval by the Board of Directors.

TERM AND TERMINATION

35. The term shall commence on 1 April 2023, and continue year-over-year for each Fiscal Year (the "Term") subject to annual reviews and adjustments related to provision 6 and Schedule A of this Agreement.

36. The parties hereto may elect to terminate this Agreement for any reason at any time on agreement of all parties in writing with sixty (60) days' written notice.

37. Upon termination, and subject to contractual obligations, the parties will examine the assets, liabilities, and surplus of the Valley REN and return any net amount remaining pro-rata in accordance with the party's contribution since the effective date of this Agreement.

WITHDRAWAL

38. A party may withdraw from this Agreement at the beginning of any Fiscal Year by providing written notice to the other parties a minimum of thirty-six (36) months in advance of the commencement of the Fiscal Year in which they intend to withdraw.

39. A withdrawing party may make a cash payment in lieu of notice required by provision 38. The payment in lieu of notice shall be based on the amount of funding provided by the withdrawing party in the preceding Fiscal Year multiplied by three.
40. Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the Valley REN incurred to the date of the withdrawal and any severance, penalty or other costs incurred by the Valley REN as a result of the withdrawal.

FINANCE AND AUDIT

Budget

41. In January of every year, the LOC shall review and adjust as necessary the proportionate shares of municipal funding to account for changes in population and Uniform Assessment for the coming Fiscal Year.
42. On or before January 31 each year, the CEO shall meet with the Senior Staff Manager of Glooscap and CAOs or their designates for the purposes of reviewing and seeking input on a draft of the Annual Business Plan and budget.
43. The budget shall be prepared in accordance with GAAP and FRAM, funding contracts, and the Valley REN's own financial policies. For greater certainty, the Valley REN is not permitted to purchase capital assets beyond those defined in this Agreement, and is not permitted to incur long term debt.
44. The budget shall be balanced with revenues matching expenditures, and include the anticipated Operating Costs, Capital Costs, the use of Valley REN operating surplus, contributions from the Funders, and the recovery of any deficit from a preceding Fiscal Year.
45. By March 1 of every year, the Board of Directors shall present to the LOC an approved budget and Annual Business Plan for the Valley REN's coming Fiscal Year for information.

Financial Reporting

46. The Valley REN shall maintain working capital of not less than \$100,000 from its operating surplus
47. By June 30 of each year, the CEO shall deliver the Board of Director's approved audit report and year-end audited financial statements to the LOC and any party required to consolidate the Valley REN financial statements under PSAS.

PARTY CONTRIBUTIONS

48. Annual contributions made by the parties shall be in accordance with Schedule A, which shall form part of this Agreement.
49. Subject to any increases in funding provided through the Provincial Contribution Agreement, the parties may consider an inflationary increase as part of the annual budget approval.

50. Valley REN shall invoice the parties at the start of each quarter of the Fiscal Year. Interest on any outstanding balance shall accrue at an annual rate of 12%.

AUDIT COMMITTEE

51. Pursuant to FRAM, the Board of Directors shall develop and approve an Audit Committee Policy.

DISPUTE RESOLUTION

52. In the event of a budget dispute, it shall be incumbent upon the party disputing the budget to present an alternative budget. In the event the budget is not approved, and 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, then any party 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 the choice of arbitrator to the Supreme Court in accordance with section 12 of the *Commercial Arbitration Act* (Nova Scotia) (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 by the party disputing the budget unless otherwise ordered by the arbitrator.

WAIVER

53. 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.

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:

Director of Administration
Glooscap First Nation
159 Smith Road
Hantsport, NS B0P 1P0

CAO
Town of Middleton
131 Commercial St
Middleton, NS B0S 1P0

CAO
Town of Berwick
236 Commercial Street
Berwick, NS B0P 1E0

CAO
Town of Wolfville
359 Main Street
Wolfville, NS B4P 1A1

CAO
Town of Kentville
354 Main Street
Kentville, NS B4N 1K6

CAO
West Hants Regional Municipality
76 Morison Dr. PO BOX 3000
Windsor, NS B0N 2T0

CAO
Municipality of the County of Kings
181 Coldbrook Village Drive
Coldbrook, NS B4R 1B9

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, which shall have exclusive jurisdiction over any action or proceeding based upon or relating to this.

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.

RELATIONSHIP OF PARTIES

57. The parties hereto shall not be treated as partners or members of a joint venture for any purpose.

FURTHER ASSURANCES

58. 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

59. This Agreement may be executed electronically and in counterpart and such execution is effective and binding.

TIME

60. Time shall in all respects be of the essence in this Agreement.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their administrators and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement by their respective officials, duly authorized.

SIGNED and SEALED)
in the presence of:)

GLOOSCAP FIRST NATION

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

TOWN OF BERWICK

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

TOWN OF KENTVILLE

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

**MUNICIPALITY OF THE COUNTY OF
KINGS**

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

TOWN OF MIDDLETON

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

TOWN OF WOLFVILLE

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

WEST HANTS REGIONAL MUNICIPALITY

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

THIS INTERMUNICIPAL SERVICE AGREEMENT is made this ____ day of _____, 2022.

BETWEEN:

GLOOSCAP FIRST NATION, a body corporate, pursuant to section 2(1) of the Indian Act;

(hereafter, “Glooscap”)

TOWN OF BERWICK, a municipal body corporate pursuant to Section 8 *Municipal Government Act*, S.N.S., 1998 c.18;

(hereafter, “Berwick”)

-and-

TOWN OF KENTVILLE, a municipal body corporate pursuant to Section 8 *Municipal Government Act*, S.N.S., 1998 c.18;

(hereafter, “Kentville”)

-and-

MUNICIPALITY OF THE COUNTY OF KINGS, a municipal body corporate pursuant to Section 7 *Municipal Government Act*, S.N.S., 1998 c.18:

(hereafter, “Kings”)

-and-

TOWN OF MIDDLETON, a municipal body corporate pursuant to Section 8 *Municipal Government Act*, S.N.S., 1998 c.18;

(hereafter, “Middleton”)

-and-

TOWN OF WOLFVILLE, a municipal body corporate pursuant to Section 8 *Municipal Government Act*, S.N.S., 1998 c.18;

(hereafter, “Wolfville”)

-and-

WEST HANTS REGIONAL MUNICIPALITY, a municipal body corporate pursuant to *West Hants Regional Municipality Act*, S.N.S., 2018 c.26;

(hereafter, “West Hants”)

(collectively, the parties)

WHEREAS the parties, together with various agencies and departments of the Provincial and Federal Governments, are partners in regional economic development; and

WHEREAS the parties wish to develop regional economic development strategies that consider assets, the business community, sector strengths, regional opportunities, and the priorities of the Province and the parties; and

WHEREAS the parties agree that Regional Enterprise Networks (RENs) are best positioned to navigate and guide regional economic development in Nova Scotia, while supporting business growth and retention in communities; and

WHEREAS section 60 of the *Municipal Government Act* (MGA) provides authority for municipalities to enter into agreements with other municipalities, band councils pursuant to the *Indian Act* (Canada), villages, service commissions, the Government of the Province of Nova Scotia or of Canada, to provide or administer municipal services on such terms and conditions as the parties may agree, and to delegate responsibility for the same to a body corporate; and

WHEREAS economic development is a service which municipalities in Nova Scotia are authorized to provide under the MGA; and

WHEREAS the parties established a REN, Valley Regional Enterprise Network (Valley REN) as a body corporate on 17 June 2014 and assigned it with guiding economic development in their region; and

WHEREAS the parties wish to update the terms and conditions for the continuation of the Valley REN, and for certain matters related thereto;

NOW THEREFOR THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

1. In this Agreement:

- a) Annual Business Plan means the annual operational plan for a forthcoming Fiscal Year that has been developed by the Valley REN Chief Executive Officer (CEO) with input from and being approved by the Board of Directors, with said plan containing Core Program activities and Special Projects that align with the priorities of the parties, the Regional Strategy, and those included within the Provincial Annual Outcome Agreement;
- b) Audit Committee means the audit committee for the Valley REN, as appointed pursuant to provision 51 of this Agreement;
- c) Auditor means a registered municipal auditor pursuant to section 457 MGA who is appointed by the Board of Directors of the Valley REN;
- d) Board of Directors means the governing body charged with the performance and fiduciary responsibilities of the Valley REN;
- e) Capital Costs means the amount expended by the Valley REN for equipping and fixturing of offices, which by general practice would form part of Capital Assets as defined by the Canadian Institute of

Chartered Accountants or the Public Sector Accounting Board, or any successor institutes. For greater certainty, the Valley REN, in the absence of the written agreement of the parties hereto, is not permitted to acquire either Tangible or Intangible Capital Assets which individually have a value in excess of \$25,000;

- f) Contribution Agreement means the funding agreement executed between the Province and the Valley REN with said Agreement containing the Provincial Outcome Agreement as a related Schedule;
- g) Fiscal Year means the 12-month period commencing on April 1 of every year and ending on March 31 of every subsequent year;
- h) FRAM means the Financial Reporting and Accounting Manual as prescribed by the MGA;
- i) Funders means the parties and the Provincial departments contributing to the annual operating requirements of the Valley REN;
- j) GAAP means Canadian Generally Accepted Accounting Principles, as established from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, or any successor institutes, applicable as at the relevant date, and applied consistently;
- k) Liaison and Oversight Committee (herein referred to as the LOC) means a committee established to represent the Funders;
- l) Operating Costs means the costs associated with operating and administering the Valley REN;
- m) Province means His Majesty the King in right of the Province of Nova Scotia;
- n) PSAS means the Public Sector Accounting Standards developed and maintained by the Public Sector Accounting Board of Canada;
- o) Regional Strategy means the Regional Economic Development Strategy formulated by the Valley REN that has been received by the parties to guide the Valley REN annual business planning and to allow the Funders to measure REN progress over a four-year period; and
- p) Uniform Assessment means the same as in the *Municipal Grants Act*, R.S.N.S. 1989, c. 302, for the coming fiscal year.

EFFECT

2. The parties hereto agree that this Agreement is effective as at the date first above written and replaces the 17 June 2014 Valley REN Intermunicipal Service Agreement. This Agreement shall be filed with the Registrar of Joint Stock Companies to confirm the terms upon which the body corporate has been established and governed pursuant to section 60 MGA.
3. The parties agree that the body corporate shall continue to be known as the Valley Regional Enterprise Network (Valley REN).
4. The parties, LOC, and Board of Directors acknowledge that disclosure of documentation, records and information in the possession of the Valley REN shall be subject to the *Freedom of Information and Protection of Privacy Act*, 1993, c.5.

5. Pursuant to section 3(ar) MGA, the Valley REN shall operate as a municipal government as defined, subject to the same legislative rights and obligations, including, without limitation, the *Public Procurement Act, 2011, c. 12*, *Municipal Conflict of Interest Act, R.S. c. 299*, the *Conflict of Interest Act, 2010, c. 35*, and the *Labour Standards Code, R.S. c. 246*.

GOVERNANCE

Parties

6. Any amendments to this Intermunicipal Service Agreement (IMSA) shall be attended in writing and executed by all parties. The parties further agree to conduct a review of this IMSA at minimum every four years from the date of execution.
7. A municipality, village, or band council pursuant to the *Indian Act (Canada)* that is not party to this Agreement may, with the unanimous consent of the parties, join the Valley REN.

Board of Directors

8. The Board of Directors shall be responsible to:
 - a. Oversee the development and implementation of the Regional Strategy;
 - b. Establish and approve an Annual Business Plan and Budget that meets the objectives of the Regional Strategy and Core Program activities and any approved Special Project(s) by March 1 of every year;
 - c. Deliver an annual report and annual audited financial statements to the LOC by June 30 each year;
 - d. Conduct an Annual General Meeting of the Valley REN on or before June 30 of each year;
 - e. Steward the financial health of the Valley REN by ensuring strong financial management skills and appropriate internal controls;
 - f. Conduct an annual organizational evaluation to appraise its performance and efficiency;
 - g. Develop and follow a recruitment and nomination process for the Board of Directors composition for consideration by the LOC;
 - h. Meet with the LOC at least twice annually to report on all activities of the Valley REN;
 - i. Create and publish the CEO position description;
 - j. Develop and execute a CEO employment contract that establishes the terms of appointment with said contract including, without limitation, the terms of the CEO performance evaluation;
 - k. Request, review, and approve policies for the Valley REN; and
 - l. Review and approve Contribution Agreements, and direct the Chair of the Board of Directors and the CEO to execute same on behalf of the Valley REN, subject to the approval of the LOC.

9. The Board of Directors shall set the salary range of the CEO that is industry comparable, compliant with the Provincial Contribution Agreement, and is in the long-term interest of the Valley REN.
10. The Board of Directors has the power to remove the CEO subject to employment contract provisions.
11. The Board of Directors shall comprise a minimum of eight and a maximum of 12 business and community leaders.
12. Members of the Board of Directors serving, as at the date of this Agreement, shall remain in office in accordance with their appointment terms.
13. New members of the Board of Directors shall be approved by the LOC in accordance with the Board's Terms of Reference, except when a new member is completing the term of a member who has resigned or whose position is vacated mid-term.
14. The Board of Directors has authority to establish committees, one of which shall be the Audit Committee.
15. The Board of Directors shall, as part of the Valley REN Annual General Meeting, appoint a Chair and Vice-Chair from amongst their members.
16. The Board of Directors shall establish written position descriptions for the Chair and Vice-Chair.
17. The Board of Directors shall convene meetings and conduct itself in accordance with rules of order set out in the MGA and, where the former is silent, then Robert's Rules of Order 12th ed. Each member shall have one vote, including the Chair and Vice-Chair.

Liaison and Oversight Committee (LOC)

18. The LOC shall comprise:
 - I. the Chief or Mayor of each of the parties, or a designate approved by their Councils, and may include a staff member of Glooscap; and
 - II. a staff member(s) appointed as a representative of the Provincial department(s) pursuant to the Contribution Agreement between the Province and the Valley REN.
19. Notwithstanding 19 (I), the Chief Administrative Officer (CAO), or Senior Staff member of Glooscap or their designate, can participate in LOC meetings as a non-voting member.
20. The CEO shall participate in LOC meetings as a non-voting member.
21. The LOC shall be responsible to:
 - a) approve all appointments to the Board of Directors;
 - b) prepare and adopt position descriptions for the LOC Chair and Vice-Chair;
 - c) approve and monitor the implementation of the Regional Strategy;
 - d) ensure that the LOC and the Board of Directors have written terms of reference and code of conduct policy that sets out their roles and responsibilities, with said terms and codes being in accordance with the provisions of this Agreement;

- e) Each member of the LOC shall serve at the pleasure of their Council and, unless otherwise disqualified or removed, shall hold office until a successor is named by the appointing party.
 - f) Notwithstanding provision 21(e), in the event of any vacancy that occurs with respect to a member, the Council appointing such member shall appoint a replacement within eight weeks.
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 - h) nominate a CAO or Senior Staff Member of Glooscap to the Audit Committee;
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Hantsport, NS B0P 1P0

CAO
Town of Middleton
131 Commercial St
Middleton, NS B0S 1P0

CAO
Town of Berwick
236 Commercial Street
Berwick, NS B0P 1E0

CAO
Town of Wolfville
359 Main Street
Wolfville, NS B4P 1A1

CAO
Town of Kentville
354 Main Street
Kentville, NS B4N 1K6

CAO
West Hants Regional Municipality
76 Morison Dr. PO BOX 3000
Windsor, NS B0N 2T0

CAO
Municipality of the County of Kings
181 Coldbrook Village Drive
Coldbrook, NS B4R 1B9

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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, which shall have exclusive jurisdiction over any action or proceeding based upon or relating to this.

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57. The parties hereto shall not be treated as partners or members of a joint venture for any purpose.

FURTHER ASSURANCES

58. 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

59. This Agreement may be executed electronically and in counterpart and such execution is effective and binding.

TIME

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IN WITNESS WHEREOF the parties have executed this Agreement by their respective officials, duly authorized.

SIGNED and SEALED)
in the presence of:)

GLOOSCAP FIRST NATION

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

TOWN OF BERWICK

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

TOWN OF KENTVILLE

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

**MUNICIPALITY OF THE COUNTY OF
KINGS**

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

TOWN OF MIDDLETON

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

TOWN OF WOLFVILLE

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____

SIGNED and SEALED)
in the presence of:)

WEST HANTS REGIONAL MUNICIPALITY

_____))
Witness)

Per: _____

_____))
Witness)

Per: _____



December 15, 2022

Jim Winsor, Councillor District 8 County of Kings
Chair Liaison Oversight Committee
Valley Regional Enterprise Network
448 Main Street
Kentville, Nova Scotia, B4N 1K8

Delivered electronically to: councillor.winsor@countyofkings.ca

RE: Intermunicipal Service Agreement (IMSA)

Dear Mr. Winsor,

The West Hants Regional Municipality would like to thank the Valley Regional Enterprise Network (VREN), including members of the Liaison and Oversight Committee, Board Members and staff, for their efforts and contributions to the economic landscape in the Annapolis Valley. The municipality recognizes the value of the VREN and appreciates the increased level of attention and investment in programs and initiatives aimed at supporting the economic climate within the Annapolis Valley.

At the December 13, 2022 Council meeting, Council discussed the October 31, 2022 correspondence received from Jennifer Boyd, Chief Administrative Officer for the Town of Berwick, representing the IMSA Working Group, regarding the VREN's amended IMSA. Specifically, Council discussed the change to the Withdrawal clause noted in Article 38 of the draft agreement requiring 36 months' notice for a party to withdraw from the VREN.

To formally express the current position of the West Hants Regional Municipal Council the following motion was ratified:

"That the West Hants Regional Municipal council accepts and approves all proposed changes, substantively the same as proposed by the Intermunicipal Service Agreement (IMSA) Working Group to the Valley Regional Enterprise Network (VREN) IMSA, except for the proposed changes to Article 38 in the draft requiring a minimum of thirty-six (36) months' notice to the VREN and other parties should a participating party wish to withdraw;

And Further,

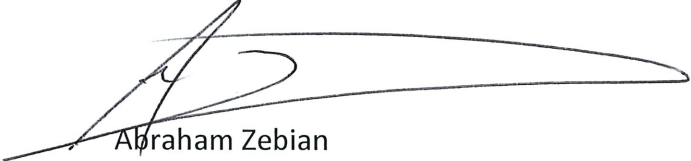
The West Hants Regional Municipality wishes that the current notice of withdraw period of twelve (12) months remain in effect and be recognized in the new draft IMSA."

We hope that the VREN IMSA Working Group and existing VREN parties will consider the request made by West Hants Regional Municipality and re-evaluate the Withdrawal clause. As noted in the motion above all other amendments are acceptable to Council.

As a point of clarity Council has requested a presentation by the VREN in January of 2023 so that it can continue to evaluate the 2021-2024 Strategic Plan and reconsider the existing notice to withdraw by West Hants.

We look forward to participating in the ongoing VREN IMSA review and responses from other participating parties as they review the drafted amendments to the IMSA and their feedback.

Respectfully,



Abraham Zebian
Mayor

mp/ds

CC: Glooscap First Nation
Town of Berwick
Town of Kentville
Town of Middleton
Town of Wolfville
Municipality of the County of Kings
Jennifer Tufts, Valley REN Chief Executive Officer, jtufts@valleyren.ca
Paul Dixon, Valley REN, Chair, paul@safeguardservices.ca
WHRM Council
Mark Philips, Chief Administrative Officer
Shelleena Thornton, Municipal Operations Supervisor



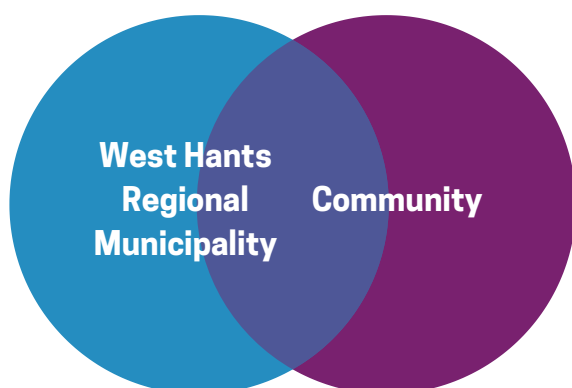
West Hants
something inspiring awaits

Housing Strategy Community Engagement Report

Overview

The West Hants Regional Municipality (WHRM) heard repeatedly from community members and organizations that the issue of affordable housing and homelessness was worsening in the area, and more action was needed. In direct response to the need for solutions, WHRM facilitated, in collaboration with public health, a public session to engage community members and stakeholders, and begin the development of a collaborative, community-based, municipally supported Housing Strategy. The engagement work also served to determine who from the community would be willing to support the development and implementation of a strategy. The public session was held Tuesday, November 29 from 5-8pm at the Hants County War Memorial Community Centre. There was also opportunity to submit input online over a period of 2 weeks for anyone who was unable to attend in-person.

There were 28 people who attended the in-person session, and 18 responses to the online questions. The in-person attendees were predominantly represented by individuals who work in the housing or social services sector already, and there was a sentiment expressed about the lack of attendance from the broader community. The online responses may have been submitted by more members of the general public, but since this was anonymous feedback it is unknown who those participants represented. Both the public session and online survey asked the same 4 questions of participants. This report summarizes the themes and common responses to each of the 4 questions, shares some of what we heard in quote boxes to reflect the voices of the participants at the session and online, and outlines the next steps for the strategy, as the work is only just beginning.



**West Hants
Housing Strategy**

Question 1

What is already working to reduce homelessness or improve affordable housing?

A strengths-based approach was used to first assess what participants in this engagement process know is already working to reduce homelessness and improve affordable housing. Working from this approach gave areas that can be added to, bolstered, scaled up and replicated. There were many positive aspects identified, from programs to policies and procedures, to housing type and even attitudes of society. Programs serving the West Hants area such as those with Peer Outreach Support Services & Education (POSSE), the Family Resource Centre and non-governmental organizations (NGOs), as well as Municipally run public use of spaces and more were identified as already working well. These responses show the strength of the local community approaches. Several policies and procedures were highlighted (housing subsidy, municipal by-laws and others) and show the impact and complexity of all levels of government, community, and departments working together to affect positive change. A variety of housing types were named showing the opportunity for mixed use housing development and innovative housing types. Some housing types, like modular homes, homeshare, and identity-based housing are currently seen locally. Other types are seen as successful in other areas and there's opportunity to bring those into West Hants planning. These include several co-op models and supportive housing.

Throughout the responses was a divergence of what is working and the diversity of attitudes in this work. This is not surprising given the complexity of this housing issue. We heard:



Question 2

What are some gaps and challenges around this issue in West Hants?

We asked people to identify what they perceive to be gaps and challenges around the issue of affordable housing in West Hants. There were many gaps identified, grounded in topics such as lack of money and other resources, lack of supports, and accessibility challenges. For example, in addition to an obvious lack of housing and temporary shelters in West Hants, participants pointed out people need a place to store their belongings while in transition as well as access to essential needs such as laundry and shower facilities. It was also noted that stigma and negative attitudes directed toward the homeless exist, creating a lot of shame in trying to reach out for help and support.

"The high rent, not enough places to rent, high food and gas cost"

"People are, or tend to be, scared of the homeless population - **the homeless are being judged**"

"Lack of affordable housing, more people needing homes than are available, no places at all for our homeless..."

Question 3

Who is already doing the work to address housing needs, and who needs to be supporting this work?

Participants identified many organizations that are already doing this work, as well as many that need to be doing the work. There is overlap across both categories as it was noted that some need to continue the work they are doing or do more to support. Below is a summary of those identified in each category:

Already Doing

Non-Profits/NGOs	RCMP
Municipal Government	SchoolsPlus
Provincial Government	Acadia University
Federal Government	Food Banks
Groups & Coalitions	Community
Housing Authorities	NS Housing
Housing Support Workers	Caremongers
Churches	Giving Community
Fire Departments	

Needs to Support

Citizens	Everyone
Municipal Government	Non-Profit/NGO Support
Provincial Government	RCMP
Federal Government	Non-Police Crisis Response
Developers	Co-op/Non-Profit Developers
Churches	Health Care
Community	Libraries
Landlords	Community Centres
Public Transportation	Community Support Workers
Agricultural Society	Philanthropists

Question 4

What are some short-term and long-term solutions for housing needs in the West Hants Regional Municipality?

The final question asked for ideas and suggestions for both short-term and long-term housing solutions for the West Hants area. Outlined below is an overview of the proposed ideas.

Short-Term Solutions (0-3 Months)

Emergency Supports

- Shelters, warming centre, items to keep warm (e.g. jackets, blankets, hot paws), emergency placements (e.g. hotels, vacant buildings).
- Use of local facilities for showers, bathrooms, laundry, lockers, & kitchens
- Supports need to be inclusive of all demographics, with a harm-reduction focus.

Municipal Zoning & Allowances

- Secondary suites and accessory dwellings, permitting 2 units on single-unit zones, dedicating land use and funding to affordable units, allowing modular units and/or tent cities on land parcels.

Alternative Housing Programs or Models

- Boarding/rooming houses, transitional housing, co-ops or co-housing, intergenerational housing, modular houses/tiny homes, consider RVs as housing
- Identify land to be dedicated to affordable units

Education, Engagement, & Relationships

- Education & building awareness: safety planning for loss of income, addressing NIMBY attitudes, understanding who the homeless are, improving inclusiveness
- Community engagement to build relationships and identify potential funding sources

Wrap-Around Supports

- Greater mental health and addictions supports, including an improved crisis response that goes beyond a police response
- Employment/skill building supports, food security, family supports, senior supports

Funding & Resources

- More personnel like Housing Support Workers, people trained in harm reduction, those experienced with grants and funding proposals
- Sustainable budget to support NGOs
- Funding for community initiatives or projects
- Admin support available in the community

Changes to Tenants Rights

- Allow pets by right, establish a new fund & policy for emergencies (e.g. renoviction) where accommodations are covered until tenant finds new place

Long-Term Solutions (3+ Months)

Broad Housing Efforts

- Need a long-term housing strategy with key priorities and that is coordinated among different stakeholders
- All levels of government and beyond are needed to provide resources and support this work
- ‘Affordability’ needs to be defined based on income, not based on market rent; and those with lowest incomes should be highest priority

Municipal Zoning & Allowances

- Changes to zoning or tax-incentives to support co-ops, supportive housing, and similar housing models
- Limits to short-term rentals, caps on rent increases
- Affordability planning as part of land designation and/or tax sale process

Alternative Housing Programs or Models

- Community land trusts, rent banks, solar cities, conversion of vacant hotels/other buildings, opportunity to use ‘sweat-equity’ toward housing
- Develop the land identified in short-term, with units committed to affordability

Education, Engagement, & Relationships

- Education & building awareness: equitable care, addressing NIMBY attitudes, tenant and landlord rights
- Build relationships between tenants, landlords, government, businesses to support housing for all
- Advocacy for long-term, sustainable funding

Wrap-Around Supports

- Greater local access to clinics, basic needs
- Supports for aging in place, and to maintain pets
- More support workers to help those maintain housing who struggle with certain tasks
- Income supports such as more fairness in tax structure, UBI/Guaranteed Income, or make income support applicable to all.

Funding & Resources

- More support overall for NGOs – resources, funding, staff, admin capacity
- Simplify processes both for NGOs to apply for grants, and for individuals to apply for programs and supports they need

Changes to Tenants Rights

- Extend rent cap, apply affordability controls to rentals, modifications made to the Tenancy Board to improve flexibility and tenant protections

Current Action & Next Steps

Immediately following the in-person event, the WHRM took the input that was shared and looked to see what short-term changes they could make to help provide some level of support to the community. It was evident that solutions were needed urgently, so, rather than wait for reporting back after the event, some actions were taken right away.

- The West Hants Sports Complex in conjunction and collaboration with POSSE has offered access for those who need use of showers during regular hours, and on certain days of the week the facility supports laundry for those in need.
- The Community Centre now offers warming centre-like options during regular business hours, with free refreshments offered.

Going forward, the WHRM will continue to engage with the individuals who offered their ongoing support on the Housing Strategy, and will work to implement local improvements as the group is able. This summary is only meant to be an overview of what was heard, as there were many great ideas contributed throughout this process. WHRM has the full list of responses that were provided through the in-person and online engagements and will use all of that input to guide the strategy. Some of the ideas proposed extend beyond the scope of what the Municipality and community can implement on their own, but these are still impactful ideas that WHRM can work on advocating for.

If you are interested in being involved in this ongoing Housing Strategy work, please contact Deanna Snair at DSnair@westhants.ca.

West Hants Regional Municipality
February 14, 2023
Chief Administrative Officer Report



The following report captures activities and events between the January 2023 COTW meeting and the date of the report.

Governance

- Meetings and Events
 - COTW – January 10th and 11th
 - Council – January 24th

Administration

- Meetings and Events
 - VCFN Meeting – February 10th, 2023
- Fences and Arbitration Committee – A letter has been drafted to the Province and Mr. Morash regarding the fencing of his property and the ongoing matter of animal welfare due to Mr. Morash’s ownership of cattle while under the prohibition.
- Human Rights Training – Staff are participating in online training offered by the Nova Scotia Human Rights Commission. Approximately 50% of staff have completed this training to-date.
 - Safe Places Make Great Workplaces
 - Serving All Customers Better
 - Working With Abilities
- Ombudsman’s Office (Bog Road Complaint) – An officer from the Ombudsman’s Office is scheduled to be onsite to perform a preliminary investigation into the municipality’s adherence to policy and planning process as it relates to the Bog Road rezoning application file.

Finance

- Meetings and Events
 - Budget Workshops (January 16th, 18th, 26th and 30th)
- ICIP Funding (Invest In Canada Infrastructure Program) Approval – The combined Provincial and Federal Funding program, ICIP, has been approved at a level of \$3,020,600 for College Road and Nesbitt Street Infrastructure Renewal Projects. The project consists of replacing the underground sanitary and storm sewers, as well as upgrading, potable water services and roadway surface structures on College Road. The project will investigate feasibility of widening road structures and include separated

boulevard style roadway / sidewalk separations wherever practical. Storm sewer will be separated with mains design to withstand extreme weather events and have capacity for anticipated storm surges.

Estimated Cost:	\$4,119,000
Nova Scotia Gov't	\$1,373,000 (33.33%)
Canada	\$1,647,600 (40%)

The noted funding is the conclusion of a long process which started during consolidation and titled "Post Consolidation Funding" resulting in a motion of Council in March 2022. An application was then forwarded to the program for \$14,012,056.00 as noted in the motion.

MOVED BY COUNCILLOR MURLEY AND DEPUTY MAYOR P. MORTON THAT COUNCIL APPROVE THE APPLICATION TO THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP) FOR COLLEGE ROAD, KING STREET, NESBITT STREET AND UNDERWOOD DRIVE INFRASTRUCTURE PROJECTS TOTTALLING \$14,012,056.00. FURTHER IT IS NOTED THAT THE LISTED PROJECTS WILL BE CARRIED OUT AND COMPLETED OVER THE NEXT FIVE (5) FISCAL YEARS WITH ALL PROJECTS TO BE COMPLETED BY MARCH 31, 2027.

Community Development

- Meetings and Events
 - Operational Meetings regarding Sports Complex, Trails, Parks and Open Spaces, Economic Development, Capital Projects and Community Events
 - West Hants Historical Society (WHHS) Meeting(s) – January 11, 2023
 - Hantsport Music Festival – Planning for the 2023 Event
 - Newport Arena – Multi Year Infrastructure / Fiscal Planning
- Landar Lands / Former Rail Line (Mantua to Maitland) – East Hants and ourselves have administered the final stages of the land purchase of the former rail line from Mantua to Maitland or the former rail line. This is a very progressive step for the municipalities in having a linear multi-trail connectivity through Hants County and what we hope will be an eventual connectivity to the rest of the province through "The Great Trail or Trans Canada Trail". Work and collaboration with community groups, landowners and trail associations will be carried out to create an overall strategy for the trail once the land is secured. WHRM staff have started to address safety related items which will include the installation of signage, some culvert repairs and grubbing of brush.

Planning and Development

- Meetings and Events
 - PAC /HAC Meeting
 - Brison Development Growth Meetings
 - West Hants Housing Coalition Meeting

- Director of Planning and Development – Congratulations to Sara Poirier for being selected as the Director of Planning and Development for the West Hants Regional Municipality.
- Bowman Road Demolition File – A Second piece of correspondence has been exchanged with the vendor. Prior to legal action Council will be informed if it progresses to that stage.
- Zwicker Lake Property Owners Meeting – A quick meeting was held with representatives and staff to improve communications and understanding with current outstanding issues.

Economic Development

- VREN STAR Program – The VREN is moving towards the final stages of a 7 Step process in releasing a Tourism Strategy for the Valley. WHRM representatives participated in a session and release of the Strategy on January 26th.

Public Works and Infrastructure

- Water and Sewer Rate Studies – Information continues to be gathered and provided to consultants for the utilities and sewer operations. Rate reviews are being performed and the expected end results is rate reviews for water and sewer operations should Council maintain their independence or for combined utilities / sewer operations.

Protective Services

- Meetings and Events
 - Police Advisory Board (PAB) Meeting – January 9th, 2023
 - Fire Chiefs Meeting – January 23, 2023
- Hantsport Fire Station – The new fire station was opened on December 24, 2022 with members moving trucks and other items into the facility. There remain a few minor deficiencies to be addressed. A Grand Opening has yet to be scheduled. Council will be informed as plans are created.
- EMO Cold Snap – An overnight emergency shelter was coordinated by WHRM EMO at the Windsor Community Center. Individuals' in our community reached out for support and utilized the services. Special thanks to staff, West Hants Ground Search and Rescue, POSSE and others for their support.

Sincerely,

Mark Phillips

Mark Phillips

Chief Administrative Officer

West Hants Regional Municipality

**2022-23 WEST HANTS REGIONAL OPERATING BUDGET UPDATE
NINTH MONTH ENDING DECEMBER 31, 2022**

REVENUE	2022-23 BUDGET	% OF THE BUDGET	FORECAST MARCH 31, 2023	VARIANCE % (BASED ON FORECAST)	VARIANCE (BASED ON FORECAST)	ACTUALS DECEMBER 31, 2022	VARIANCE % (BASED ON ACTUALS)
TAXES	\$ 20,647,877	78%	\$ 20,201,855	-2.2%	\$ (446,022.00)	\$ 20,201,855	2.2%
BUSINESS PROPERTY / DEED TRANSFER TAX	\$ 2,214,540	8%	\$ 2,982,289	34.7%	\$ 767,748.98	\$ 2,552,664	-15.3%
GRANTS	\$ 90,085	0%	\$ 171,730	90.6%	\$ 81,645.00	\$ 125,648	100.0%
SERVICES PROVIDED TO OTHER GOVERNMENTS ¹	\$ 1,093,713	4%	\$ 1,158,286	5.9%	\$ 64,572.67	\$ 591,577	45.9%
SALES OF SERVICES	\$ 920,058	3%	\$ 920,058	0.0%	\$ -	\$ 572,156	37.8%
OTHER REVENUE ²	\$ 624,247	2%	\$ 893,015	43.1%	\$ 268,768.00	\$ 737,193	-18.1%
UNCONDITIONAL TRANSFERS	\$ 662,151	2%	\$ 662,224	0.0%	\$ 73.00	\$ 380,870	42.5%
TRANSFERS FROM FED OR PROV GOVT.	\$ 147,008	1%	\$ 268,552	82.7%	\$ 121,544.00	\$ 268,552	-82.7%
TRANSFERS FROM OTHER LOCAL GOVERNMENTS	\$ 164,256	1%	\$ 164,256	0.0%	\$ -	\$ 119,075	27.5%
TOTAL	\$ 26,563,894	100%	\$ 27,422,265	3.2%	\$ 858,329.64	\$ 25,549,590	3.8%
EXPENSES							
GENERAL GOVERNMENT SERVICES ³	\$ 3,570,877	13%	\$ 3,764,540	5.4%	\$ 193,662.89	\$ 2,720,823	23.8%
PROTECTIVE SERVICES ⁴	\$ 8,260,732	31%	\$ 8,737,137	5.8%	\$ 476,405.33	\$ 4,944,905	40.1%
TRANSPORTATION	\$ 1,581,716	6%	\$ 1,582,605	0.1%	\$ 889.33	\$ 1,186,954	25.0%
ENVIRONMENTAL HEALTH SERVICES ⁵	\$ 1,530,580	6%	\$ 1,570,457	2.6%	\$ 39,877.33	\$ 1,171,022	23.5%
PUBLIC HEALTH SERVICES ⁶	\$ 276,825	1%	\$ 293,887	6.2%	\$ 17,062.00	\$ 212,062	23.4%
PLANNING	\$ 1,002,094	4%	\$ 799,031	-20.3%	\$ (203,063.33)	\$ 595,898	40.5%
RECREATION	\$ 2,790,004	11%	\$ 2,826,756	1.3%	\$ 36,752.45	\$ 2,010,851	27.9%
EDUCATION	\$ 4,680,803	18%	\$ 4,680,803	0.0%	\$ -	\$ 3,511,908	25.0%
PRINCIPAL INSTALLMENTS	\$ 2,666,411	10%	\$ 2,666,411	0.0%	\$ -	\$ 1,497,576	43.8%
NET TRANSFERS	\$ 203,893	1%	\$ 203,893	0.0%	\$ -	\$ -	100.0%
TOTAL	\$ 26,563,894	100%	\$ 27,125,521	2.1%	\$ 561,586.01	\$ 17,851,999	32.8%
SURPLUS / DEFICIT	\$ -		\$ 296,744			\$ 7,697,591	

Please note that if revenue and expenditures were incurred evenly over the year approximately 75% of the budget would be used. This percentage provides a guideline when reviewing the above. However, it is important to keep in mind that account variances (up or down) will occur throughout the fiscal year. For example, seasonal activities such as summer programs and facility maintenance, as well as winter snow removal, will influence the budget in a non-uniform manner throughout the year. Items such as transfers from reserves, will also impact budget to actuals throughout the year as they occur at fiscal year end.

The overall projected surplus based on the variance analysis for the general fund is \$296,744. The surplus funds, minus the budgeted deficit for sewer will be moved to the Operating Reserve as per the Reserves policy.

Keynotes:

- This summary sheet has been updated to show only the general operations amounts. This means that sewer revenue and expenses have been removed from the table.
- Revenue:
 - Current Deed Transfer Tax actual is at \$2.14 million at December 31, 2022. We have received the January and February Deed Transfer Tax Payments and as of today, our actual is \$2.46 million. Due to these figures having been received the year end projection has increased to \$2.56 million, up from the \$1.8 million budgeted for the year. This projection allows for the \$185,475 received in January 2023, and the \$134,142 received in February 2023, as well as allowing for the final transfer in March 2023, which given the time of year is expected to be less than the February payment.
 - In line with the increased real estate market activity, we have seen an increase in tax certificate requests, increasing the other revenue line of the revenues.
 - Adding to the overage in other revenue is a larger than expected revenue for permits, licenses, rentals, and return on investment.
- Expenses:
 - Planning continues to see the greatest savings, as they continue to seek employees for vacant positions.
 - General Government Services is currently seeing an increase in expenses, due to the cost of the Boundary Review, which will have revenue added to balance that at year end, from the Boundary Review Reserve and Operating Reserve.
 - Protective Services is projection a deficit based on costs to date. The majority of this is related to additional fuel costs through the fiscal year
 - Public Health Services is showing an increase as our payment for the Public Housing Deficit came in over the budgeted value.

LEGEND:

- SERVICES PROVIDED TO OTHER GOVERNMENTS INCLUDES: RECYCLING/ENFORCEMENT, HOST COMMUNITY FEES, ADMINISTRATION FEES, COURTHOUSE
- OTHER REVENUE INCLUDES: INTEREST & PENALTIES, RETURN ON INVESTMENTS, ADMINISTRATIVE RENTALS AND LEASES, FINES, LICENSES & PERMITS
- GENERAL GOVERNMENT SERVICE INCLUDES: LEGISLATIVE, ADMINISTRATION, FINANCIAL SERVICES, FACILITIES, LIBRARIES
- PROTECTIVE SERVICES INCLUDES: RCMP, FIRE, REMO, BY-LAW, COURTHOUSE, BUILDING INSPECTION
- ENVIRONMENTAL HEALTH SERVICES INCLUDES: SEWER, WASTE COLLECTION, WASTE DIVERSION, LANDFILL
- PUBLIC HEALTH SERVICES INCLUDES: CEMENTERIES, PUBLIC HOUSING

Avon River Causeway Correspondence
(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

First Name	Last Name	Correspondence Date	Meeting / logged
Danny	Dill	2020-06-30	2020-07-14 COTW
Quentin	Davison	2020-07-06	2020-07-14 COTW
Alyson	Bremner	2020-07-07	2020-07-14 COTW
Cecil	Rolfe	2020-07-13	2020-07-14 COTW
Pat	Porter	2020-07-13	2020-07-14 COTW
Nikki-Marie	Lloyd	2020-08-02	2020-09-08 COTW
Heather	Boylan (Martock)	2020-09-01	2020-09-08 COTW
Greg	O'Leary	2020-09-03	2020-09-08 COTW
Dr. Abby	Kirumira	2020-09-02	2020-09-08 COTW
Dean	Manning	2020-09-08	2020-09-08 COTW
David & Michelle	Rideout	2020-09-08	2020-09-08 COTW
Colleen	Walsh-Bouman	2020-09-08	2020-09-08 COTW
Nicholas & Alyson	Juurlink/Bremner (Linked Farms)	2020-09-08	2020-09-22 Council
Tasha	Rogers	2020-09-08	2020-09-22 Council
Brad	Carrigan	2020-09-23	2020-10-13 COTW
Karen	Carrigan	2020-09-23	2020-10-13 COTW
Elaine	Morehouse	2020-09-24	2020-10-13 COTW
Gary	Morehouse	2020-09-24	2020-10-13 COTW
Dr. A	Kirumira	2020-09-24	2020-10-13 COTW
Blake	Sarsfield	undated	2020-10-13 COTW
Greg	Webster	2020-10-01	2020-10-13 COTW
Bobby	Kidston	2020-10-02	2020-10-13 COTW
NSTIR	(Province of NS)	2021-01-13	2021-01-26 Council
Darren	Porter	2021-03-19	2021-03-23 Council
Rylan	Carrigan	2021-03-29	2021-04-13 COTW
Robin	Bremner-Popma (Hants Co Fed of Agri)	2021-03-29	2021-04-13 COTW
Roslyn	MacDuff	2021-03-29	2021-04-13 COTW
Darlene	Taylor	2021-03-23	2021-04-13 COTW
Daniel	Oulton	2021-03-26	2021-04-13 COTW
Karen	Carrigan	2021-03-26	2021-04-13 COTW
Marie & Andrew	Connolly	2021-03-26	2021-04-13 COTW
Robin	Thomson (Atlantic Division Canoe Kayak Canada)	2021-03-30	2021-04-13 COTW
Barbara	Hughes	2021-03-29	2021-04-13 COTW
Laura	Fisher	2021-04-01	2021-04-13 COTW

Avon River Causeway Correspondence
(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

First Name	Last Name	Correspondence Date	Meeting / logged
Nikki-Marie	Lloyd	2021-04-06	2021-04-13 COTW
Ken	Donnelly (Hwy 101 Twinning CLC)	2021-04-01	2021-04-13 COTW
Darren	Porter	2021-04-06	2021-04-13 COTW
Karen	Lynch	2021-04-09	2021-04-13 COTW
Carilee	Eddy	2021-04-15	2021-04-27 Council
Nikki-Marie	Lloyd	2021-04-19	2021-04-27 Council
Sheldon	Hope	2021-04-19	2021-04-27 Council
Adrienne	Wood	2021-04-22	2021-04-27 Council
Magda	Montgomery	2021-04-22	2021-04-27 Council
Sheldon	Hope	2021-04-26	2021-04-27 Council
Andrew	Smiley	2021-05-02	2021-05-11 COTW
Carrilee	Eddy	2021-05-03	2021-05-11 COTW
Denise	Forand	2021-04-27	2021-05-11 COTW
Erin	Naugler	2021-05-02	2021-05-11 COTW
Janet	Comeau	2021-05-02	2021-05-11 COTW
Kristyn	Anderson	2021-05-02	2021-05-11 COTW
Laura	Fisher	2021-04-01	2021-05-11 COTW
Nick	Rafuse	2021-05-03	2021-05-11 COTW
Nicole	McLeod	2021-05-02	2021-05-11 COTW
Robyn	Cook	2021-05-02	2021-05-11 COTW
Sheldon	Hope	2021-05-02	2021-05-11 COTW
Tammy	Hilden	2021-05-02	2021-05-11 COTW
Tracey	Sexton	2021-05-03	2021-05-11 COTW
Ginette	Pitcher	2021-05-03	2021-05-11 COTW
Greg	Miller	2021-05-05	2021-05-11 COTW
David & Michelle	Rideout	2021-05-05	2021-05-11 COTW
Sylvia & Vince	Burgess	2021-05-05	2021-05-11 COTW
Scott (Adrienne)	Miniou (Wood)	2021-05-03	2021-05-11 COTW
Barbara	Sullivan	2021-05-06	2021-05-11 COTW
Sandra & Skip	Hogan	2021-05-06	2021-05-11 COTW
Marie & Andrew	Connolly	2021-05-06	2021-05-11 COTW
Karen	Carrigan	2021-05-07	2021-05-11 COTW
Adrienne	Wood (Petition)	2021-05-07	2021-05-11 COTW
Lisa	Hines	2021-05-07	2021-05-11 COTW

Avon River Causeway Correspondence
(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

First Name	Last Name	Correspondence Date	Meeting / logged
Cam	Hartley	2021-05-07	2021-05-11 COTW
Troy & Vicki	Harvie	2021-05-07	2021-05-11 COTW
Jenn	McDermott	2021-05-08	2021-05-11 COTW
Jennifer	Daniels	2021-05-09	2021-05-11 COTW
Krista & Colin	Duncan	2021-05-09	2021-05-11 COTW
Robin	Bremner-Popma	2021-05-07	2021-05-11 COTW
Roslyn (Darlene) [Barb]	MacDuff (Taylor) [Hughes]	2021-05-08	2021-05-11 COTW
Wayne & Dianne	Hines	2021-05-09	2021-05-11 COTW
Bob & Sandra	Langdon	2021-05-10	2021-05-11 COTW
Brad	Hood	2021-05-10	2021-05-11 COTW
Ed & Cathy	Kerr	2021-05-10	2021-05-11 COTW
Ann	MacArthur	2021-05-10	2021-05-11 COTW
Carole Anne	Casey	2021-05-10	2021-05-11 COTW
Sarah	MacDonald	2021-05-10	2021-05-11 COTW
Andre & Donna	Arsenault	2021-05-11	2021-05-11 COTW
Aaron	Leblanc	2021-05-12	2021-05-25 Council
Adrian	Rooney	2021-05-19	2021-05-25 Council
Adrienne	Wood	2021-05-12	2021-05-25 Council
Barb	Sullivan	2021-05-16	2021-05-25 Council
Barbara	Beck	2021-05-15	2021-05-25 Council
Bethany	Rozee	2021-05-12	2021-05-25 Council
Carl	Siler	2021-05-12	2021-05-25 Council
Carol	Bradley	2021-05-16	2021-05-25 Council
Carol	McKinley	2021-05-12	2021-05-25 Council
Chad	Pothier	2021-05-18	2021-05-25 Council
Chris	Cann	2021-05-21	2021-05-25 Council
Connie	Shay	2021-05-15	2021-05-25 Council
Conrad	Mullins	2021-05-18	2021-05-25 Council
Darlene	Taylor	2021-05-15	2021-05-25 Council
Darren	Porter	2021-05-12	2021-05-25 Council
Darren	Woods	2021-05-13	2021-05-25 Council
Dawson	Sheehy	2021-05-16	2021-05-25 Council
Deanna	Hamilton	2021-05-15	2021-05-25 Council
Debbie	Porter-Wood	2021-05-13	2021-05-25 Council
Debbie	Siler	2021-05-15	2021-05-25 Council
Denise	Forand	2021-05-13	2021-05-25 Council

Avon River Causeway Correspondence
(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

First Name	Last Name	Correspondence Date	Meeting / logged
Devan	Archibald	2021-05-18	2021-05-25 Council
Diane	Ogilvie	2021-05-13	2021-05-25 Council
Erin	Naugler	2021-05-13	2021-05-25 Council
Ernest	Eddy	2021-05-15	2021-05-25 Council
Gerry	Young	2021-05-15	2021-05-25 Council
Gina	Cochrane	2021-05-12	2021-05-25 Council
Harry	Ullock	2021-05-15	2021-05-25 Council
Hope	Moon	2021-05-12	2021-05-25 Council
Ian	Shaw	2021-05-16	2021-05-25 Council
J	Davis (and J Griffith)	2021-05-17	2021-05-25 Council
Jacqueline	Farvacque	2021-05-12	2021-05-25 Council
Jayne	Murray	2021-05-16	2021-05-25 Council
Jeff	Redden	2021-05-17	2021-05-25 Council
Jennifer	Shaw	2021-05-16	2021-05-25 Council
Jocelyne	Marchand	2021-05-12	2021-05-25 Council
John & Sarah	Monette	2021-05-19	2021-05-25 Council
Jordan	Macumber	2021-05-12	2021-05-25 Council
Josette	Dugue	2021-05-12	2021-05-25 Council
Judy	Lynch	2021-05-13	2021-05-25 Council
June	Pedersen-LaPierre	2021-05-15	2021-05-25 Council
Justin	Cochrane	2021-05-12	2021-05-25 Council
Karen	Lynch	2021-05-18	2021-05-25 Council
Kathryn	Bergeron	2021-05-16	2021-05-25 Council
Kathy	Veinot	2021-05-15	2021-05-25 Council
Kyle	Pellegrini	2021-05-12	2021-05-25 Council
Lachlan	Riehl	2021-05-12	2021-05-25 Council
Laura	Stewart	2021-05-19	2021-05-25 Council
Lee	Billington	2021-05-12	2021-05-25 Council
Lee	Millett	2021-05-12	2021-05-25 Council
Lexie	Barkhouse	2021-05-12	2021-05-25 Council
Linda	Card	2021-05-11	2021-05-25 Council
Monique	Wood	2021-05-16	2021-05-25 Council
Nancy	Sheehy	2021-05-16	2021-05-25 Council
Nancy	Sheehy	2021-05-18	2021-05-25 Council
Nikki-Marie	Lloyd	2021-05-12	2021-05-25 Council
Nikki-Marie	Lloyd	2021-05-17	2021-05-25 Council

Avon River Causeway Correspondence
(aka Hwy. 101 Twinning, Aboiteau, Causeway, Lake Pisiquid)

First Name	Last Name	Correspondence Date	Meeting / logged
Olena	Kharytonova	2021-05-15	2021-05-25 Council
Pat	Porter	2021-05-12	2021-05-25 Council
Paula	Lake	2021-05-12	2021-05-25 Council
Robert	Bowkett	2021-05-18	2021-05-25 Council
Roslyn	MacDuff	2021-05-15	2021-05-25 Council
Ruth	Angevine	2021-05-13	2021-05-25 Council
Scotch Village	Farm	2021-05-19	2021-05-25 Council
Shirley	Pineo	2021-05-12	2021-05-25 Council
Stephen	Brooks	2021-05-12	2021-05-25 Council
Trudy	Sheehy	2021-05-17	2021-05-25 Council
Steven	Bouman	2021-05-17	2021-05-25 Council
Sue	Sheehy	2021-05-14	2021-05-25 Council
Susie	Smith	2021-05-12	2021-05-25 Council
Tasha	Rogers	2021-05-12	2021-05-25 Council
Tera	Brommit	2021-05-17	2021-05-25 Council
Toni-Lee	Burns	2021-05-12	2021-05-25 Council
Tony	Wood	2021-05-18	2021-05-25 Council
Tracey	Sexton	2021-05-16	2021-05-25 Council
Trevor	Levy	2021-05-12	2021-05-25 Council
Tricia	Brommit	2021-05-17	2021-05-25 Council
Vince & Sylvia	Burgess	2021-05-16	2021-05-25 Council
Loretta	MacEachern	2021-05-20	2021-05-25 Council
Tim & Jennifer	Bayers	2021-05-21	2021-05-25 Council
Darlene	Taylor	2021-05-25	2021-06-08 COTW
Darlene	Taylor	2021-05-25	2021-06-08 COTW
Darren	Porter (forwarded email from/to another source)	2021-05-27	2021-06-08 COTW
Dawn	Allen	2021-05-25	2021-06-08 COTW
John	Monette	2021-05-25	2021-06-08 COTW
Richard	Dunham	2021-05-25	2021-06-08 COTW
Carrilee	Eddy	2021-06-06	2021-06-22 Council
Darlene	Taylor	2021-06-09	2021-06-22 Council
Darren	Porter	2021-06-06	2021-06-22 Council
Lisa	Bland	2021-06-08	2021-06-22 Council
Krista & Scott	Lloy	2021-06-07	2021-06-22 Council
Nancy	Sheehy	2021-06-06	2021-06-22 Council
Karen	Beazley	2021-07-06	2021-07-13 COTW

Correspondence Received

First Name	Last Name	Correspondence Date	Meeting / logged
Katherine	Mcleod, P.Eng, Dept. Environment and climate change	2021-10-28 (Received)	2022-01-11 COTW
Hants County Legion		2021-11-25	2021-12-07 COTW
Hon. Melissa	Sheehy-Richard	2021-11-30	2021-12-07 COTW
Hon. John	Lohr	2021-11-30	2021-12-07 COTW
Hon. Kim	Masland	2021-12-01	2021-12-16 Council
NSUARB		2021-12-10	2021-12-16 Council
Bennet	Mary Lou	2021-12-13	2021-12-16 Council
Hon. Kim	Masland	2021-12-17	2022-01-11 COTW
Bland	Lisa	2021-01-17	2022-01-11-COTW
Wilson	John	2021-12-21	2022-01-11 COTW
Pineo	Shirley	2021-12-17	2022-01-11 COTW
Nelson	Gary	2022-01-11	2022-01-25 Council
Hon. Kody	Blois	2022-01-13	2022-01-25 Council
Denise	Forrand	2022-01-19	2022-01-25 Council
Dawn	Allen	2022-01-18	2022-01-25 Council
Sarah	Brothers	2022-01-19	2022-01-25 Council
Roland	Newcombe	2022-01-20	2022-01-25 Council
Valerie	Newcombe	2022-01-20	2022-01-25 Council
Andrea	Moore	2022-01-21	2022-01-25 Council
Gary	Nelson	2022-01-26	2022-02-08 COTW
Hon. Minister	Johns	2022-01-27	2022-02-08 COTW
Hon. John	Lohr	2022-02-01	2022-02-08 COTW
Hon. Joyce	Murray	2022-02-02	2022-02-08 COTW
Kim	MacQuarrie	2022-02-06	2022-02-22 Council
Sheldon	Hope	2022-02-08	2022-02-22 Council
Brad	Carrigan	2022-01-24	2022-03-08 COTW
Dr. Gordon	Haliburton	2022-02-14	2022-03-08 COTW
Hon. Kim	Masland	2022-03-01	2022-03-08 COTW
East Hants		2022-03-01	2022-03-08 COTW
Hon. John	Lohr	2022-03-22	2022-04-12 COTW
Andrea	Parker	2022-03-28	2022-04-12 COTW
Bulk Water Haulers		2022-03-30	2022-04-12 COTW
Mark	Wainman	2022-04-04	2022-04-12 COTW
Jeff	Houser	2022-03-23	2022-04-12 COTW
Kathrin	Winkler	2022-04-05	2022-04-12 COTW
Joseph, PVSC	Feeney	2022-04-14	2022-04-26 Council

Correspondence Received

Darren	Porter	2022-04-21	2022-04-26 Council
Daphnee	de Lamirande	2022-04-29	2022-05-10 COTW
Hon. John	Lohr	2022-05-02	2022-05-10 COTW
Ann- Marie	Mathieu, Annapolis Valley Regional Library	2022-05-05	2022-05-10 COTW
2022-05-11 Yves	Arsenault re Information session for Hosting of 44th annual Final des Jeux de l'Acadie for 2025	2022-05-11	2022-05-26 Council
Anna	Allen	2022-05-22	2022-06-14 COTW
Seamus	Marriott, Community Petition re Zwicker lake	2022-05-31	2022-06-14 COTW
Scott	Carson (Presenting letter in person to Council)	2022-06-03	2022-06-14 COTW
Hon. John	Lohr (DMA)	2022-06-10	2022-06-14 COTW
Nancy	Sherwood	2022-06-14	2022-06-28 Council
Bobby	Best	2022-06-16	2022-06-28 Council
Hon. Kim	Masland	2022-06-21	2022-06-28 Council
Sherri	Bulger	2022-06-28	2022-06-28 Council
Hon. John	Lohr	2022-06-30	2022-07-12 COTW
Domenic	Padula	2022-07-07	2022-07-12 COTW
Hon. Joyce	Murray	2022-07-12	2022-07-26 Council
Diana	Gibson re: RCMP & Fort Edward Information	2022-06-29	2022-07-26 Council
Acute Care	Tanya Penney	2022-07-19	2022-07-26 Council
Darren	Porter	2022-07-27	2022-09-13 COTW
PVSC		2022-08-02	2022-09-13 COTW
DMA		2022-08-04	2022-09-13 COTW
Breaking Barriers Together		2022-08-17	2022-09-13 COTW
Bill	Preston	2022-08-18	2022-09-13 COTW
Alix	Munro (POSSE)	2022-09-01	2022-09-13 COTW
County of Annapolis	Letter to Premier Tim Houston and Hon. Tim Halman re Moratorium on Aerial Herbicide Spraying	2022-09-14	2022-09-27 Council
Darren	Porter	2022-09-14	2022-09-27 Council

Correspondence Received

Darren	Porter		2022-09-16	2022-09-27 Council
Philip	Hyam		2022-09-17	2022-09-27 Council
Mash Up Lab re: Opportunity for Aspiring Entrepreneurs in West Hants			2022-10-17	2022-10-25 Council
Minister Masland	Re: Potential Mi'kmaq Burial site		2022-10-19	2022-10-25 Council
Heather Hughes,	Executive Director Re: Proposed changes to Weed Control Act		2022-09-13	2022-11-08 COTW
Minister of Finance and Treasury Board	Re: Provincial Non-Resident Deed Transfer Tax		2022-10-21	2022-11-08 COTW
Home Hardware	Re: Security Cameras		2022-10-21	2022-11-08 COTW
Windsor Township	Re: Security Cameras		2022-10-24	2022-11-08 COTW
Dawna MacIvor	Re: November is Crohn's and Colitis Awareness Month		2022-10-28	2022-11-08 COTW
Waye Mason	re Concerns and Information regarding Bill 225 and HRM Noise By-Law		2022-11-02	2022-11-08 COTW
Peter Gregg	Re Information on Bill 212, An Act to Amend Public Utility Act		2022-11-02	2022-11-08 COTW
Andrea Parker	Re Road repair work needed		2022-11-06	2022-11-22 Council
WAEFA Recipient Confirmation - 2022	(Awards sponsored by the West Hants Regional Municipality)		2022-11-07	2022-11-22 Council
CAO Letter	Comfort Centre Designation - Garden of Eden Community Centre		2022-11-10	2022-11-22 Council
David Old,	President Hantsport Seniors and Elders Club re Community Generator Program		2022-11-10	2022-11-22 Council
Juanita Wilcox	re Expression of Thanks		2022-11-12	2022-11-22 Council
Emily McNeil	re Renewal of the Operating Approval for the Avon Hydro System		2022-11-14	2022-11-22 Council
Paul Beazley	re Boundary Review Questions		2022-11-16	2022-11-22 Council
West Hants Historical Society	Re Old Parish Burying Ground Letter		2022-11-16	2022-12-06 COTW
Graham Sanford	Re Road Concerns		2022-11-16	2022-12-06 COTW
Fidelis House	Re financial assistance request		2022-11-30	2022-12-06 COTW
Lawrencetown Education Centre	Re Big Chill Donation request		2022-12-06	2022-12-13 Council
Kate Sircom, Secretary, St. Andrew's Church Council	Re Community Comfort Centre proposal		2022-12-06	2022-12-13 Council
NSFM	Re: Code of Conduct - Summary of content from consultation		2022-12-14	2023-01-10 COTW
Honourable Joyce Murray	Re Lake Pisiquid and the Pumpkin Regatta		2022-12-15	2023-01-10 COTW

From: Abraham Zebian
Sent: Friday, February 3, 2023 2:39 PM
To: Deanna Snair
Subject: Fwd: Information Regarding Pothier Motors Crosswalk Request

From: "Pinks, Devon" <Devon.Pinks@novascotia.ca>
Date: February 3, 2023 at 2:36:24 PM AST
To: "chad.pothier Abraham Zebian
<AZebian@westhants.ca>
Subject: Information Regarding Pothier Motors Crosswalk Request

Good afternoon Mr. Pothier and Mayor Zebian.

I am filling in for Robyn Homans, Area Manager during her absence. I have received information on the request for a crosswalk on Falmouth Back Road that was made in June 2022.

Our District Traffic Supervisor has advised the following:

The Pothier Motors access on Falmouth Back Road is not a preferable place for a crosswalk. The reason for this is that it is too close to the intersection with Trunk 1. Mid-block crosswalks are challenging because they need to satisfy a lot of criteria before they can be considered safe. In this case it is the proximity to an intersection. NSDPW has adheres to our own policy as well as Transportation Association of Canada Guidelines when approving mid-block crosswalks. Pedestrians using a formal crosswalk have an elevated perceived level of safety and therefor don't always maintain the same level of vigilance crossing the road as they do without a crosswalk. It is important not to have an elevated level of perceived safety without also having an elevated level of actual safety. This is why we work to ensure that the crosswalk is regularly used and meets all of the safety requirements. Intersections are the locations where we expect to encounter pedestrians crossing the road. Having a crosswalk so close to the intersection would be unexpected by drivers. This combined with the assumed safety of pedestrians means a crosswalk just 100m from the intersection would not improve safety at this location. Instead it is preferable for pedestrians wishing to cross approach the road with an elevated attention to traffic and wait for an appropriate gap to cross.

I wanted to make sure this information was passed along to all parties involved.

Thank you and have a great day.

Devon Pinks, CET

Operations Supervisor
Nova Scotia Department of Public Works
Honts East, Central District
80 Trunk 14
Milford Station, Nova Scotia
BON IYO
Bus. (902) 758-3009
Fax. (902) 758-1776
Devon.Pinks@novascotia.ca



Greetings to Mayor Zebian and to the Council at Large;

The WTBA is writing to thank you for having us present in early January on economic development and the benefits of having an Executive Director on staff. We believe that a dedicated staff will be able to assist the association to move forward with more growth, supporting economic development in the urban centre of Windsor, and ultimately involving the centre of Hantsport as well. This economic growth will benefit the entirety of West Hants, making the whole region a more desirable place to visit and live.

Let's keep the conversation going! Please let us know if you have questions or require follow up in the form of a presentation or writing. We are eager to help the region grow and take advantage of the new energy that is coming to the area.

Thank you,

The Windsor Township Business Association Board members:

KJ Mizpah Conyers-Steede
Pierre Tabbiner
Adrienne Wood
Stephan Shaw
Cameron Hartley
Deborah Dunham
Michelle Jodrey
Stefan Palios
Ezra Edelstein
Michael Oxner

Fort Edward Lands Correspondence

First Name	Last Name	Correspondence	Meeting/Logged
Theresa	Newcombe	11/23/2021	2022-03-22 Council
Gary	Nelson	12/17/2021	2022-01-11 COTW
Lisa	Bland	12/17/2021	2022-01-11 COTW
John	Wilson	12/21/2021	2022-01-11 COTW
Gary	Nelson	1/11/2022	2022-01-25 Council
Andrea	Moore	1/21/2022	2022-01-25 Council
Valerie	Newcombe	1/21/2022	2022-03-22 Council
Gary	Nelson	1/26/2022	2022-02-08 COTW
Sara	Brothers	1/19/2022	2022-01-25 Council
Dawn	Allen	1/17/2022	2022-01-25 Council
Marty	Fougarty	2/5/2022	2022-03-22 Council
Dr. Gordon	Haliburton	2/14/2022	2022-03-08 COTW
Theresa	Newcombe	3/11/2022	2022-03-22 Council
Marie	Claude-Roiux	3/9/2022	2022-03-22 Council
Barbara	Gallagher	No Date	2022-03-22 Council
Roland	Newcombe	1/20/2022	2022-01-25 Council
Liz	Galbraith	12/16/2021	2021-12-16 COTW
Mary Lou	Bennet	12/13/2021	2021-12-16 COTW
Jean	Scotney	2/25/2022	2022-03-22 Council
Denise	Forand	3/16/2022	2022-03-22 Council
Jonathan Fowler	Fowler	3/13/2022	2022-03-22 Council
Heather	Pick	3/17/2022	2022-03-22 Council
Wanda	Donelle	2/22/2022	2022-04-12 COTW
Teresa	Newcombe	3/22/2022	2022-04-12 COTW
Patti	Quinn	3/22/2022	2022-4-12 COTW
Martin	Theberge	4/6/2022	2022-04-12 COTW
Rene	Cormier	4/12/2022	2022-04-26 Council
Daphnee	de Lamirande	4/29/2022	2022-05-12 COTW
Carol	Bradley	6/23/2022	2022-06-28 Council
Ruth	Angevine	6/24/2022	2022-06-28 Council
Denise	Forand	6/28/2022	2022-06-26 Council
Marie	Claude-Roiux	6/28/2022	2022-07-12 COTW
Colleen	Rogers	7/24/2022	2022-09-13 COTW
Shirley	Pineo	8/9/2022	2022-09-13 COTW
Pamela	Spence	8/19/2022	2022-09-13 COTW
Councillor Gail	Tupper	8/22/2022	2022-09-13 COTW
Camilla	Noiles	9/3/2022	2022-09-13 COTW
Sandra Barss	Heritage Trust of NS	10/18/2022	2022-10-25 Council

Richard

Skelton

2/2/2023

2023-02-14 COTW

[REDACTED]

From: Richard Skelton [REDACTED]
Sent: Thursday, February 2, 2023 2:56 PM
To: PublicOnlyCouncilEmail
Subject: Fort Edward

Follow Up Flag: Follow up
Flag Status: Flagged

Caution [External Email]

This email comes from an outside sender. Verify the sender and use caution with any requests, links or attachments.

Dear Council,

I am writing this email to express my opposition to the rezoning and sale of the vacant land adjacent to [Fort Edward](#) Historic Site.

I encourage Council to retain the land as Public Use, and to allow the West Hants Historical Society time to present an alternative plan for the site as a community focal point.

Best wishes

Richard Skelton

[REDACTED]

Combined Overflow System Correspondence

First Name	Last Name	Date Received	Meeting/Logged
Katherine	MacLeod	10/27/2021	2022-01-11 COTW
Katherine	MacLeod	10/28/2021	2022-01-11 COTW
Carrilee	Eddy	3/13/2022	2022-03-22 Council
Anna	DeNicola	3/12/2022	2022-03-22 Council
Darren	Porter	3/13/2022	2022-03-22 Council
Ellen	Hart	3/13/2022	2022-03-22 Council
Jennifer	Davidson	3/13/2022	2022-03-22 Council
Felicia	McNeil	3/14/2022	2022-03-22 Council
Darren	Porter	3/15/2022	2022-03-22 Council
Susie	Smith	3/15/2022	2022-03-22 Council
Carol	Bradley	3/17/2022	2022-03-22 Council
Felicia	McNeil	3/21/2022	2022-04-12 COTW
Felicia	McNeil	4/11/2022	2022-04-26 Council

Correspondence Sent

First Name	Last Name	Correspondence Date	Meeting / logged
Katherine MacLeod	MacLeod, Dept. Envir. and Climate Change	2021-10-27	2022-01-11 COTW
Robyn	Homans	2021-11-23	2021-12-07 COTW
Hon. Kim	Masland	2022-01-20	2022-01-25 Council
Hon. Kim	Masland re: clarity on correspondence sent 2022-02-20	2022-02-16	2022-02-08 COTW
Hon. Joyce	Murray	2022-02-02	2022-02-08 COTW
Hon. Greg	Morrow	2022-02-04	2022-02-08 COTW
VREN		2022-03-10	2022-03-22 Council
Station Food Hub		2022-04-28	2022-05-10 COTW
MLA Melissa	Sheehy-Richard re: Avon River Eco/Tourism	2022-05-02	2022-05-02 COTW
MLA Melissa	Sheehy-Richard re: exit 6	2022-05-02	2022-05-02 COTW
Hon. Joyce	Murray	2022-05-06	2022-05-10 COTW
KMK Assembly Mi'kmaw Chiefs		2022-05-06	2022-05-10 COTW
The Premier	The Hon. Tim Houston	2022-06-27, sent 2022-06-30	2022-07-09 COTW
The Premier	The Hon. Tim Houston	2022-06-30	2022-07-09 COTW
Hon. Kim	Masland	2022-08-23	2022-09-13 COTW
POSSE		2022-09-14	2022-09-27 Council
Minister Murray	re Pumpkin Regatta	2022-10-20	2022-10-25 Council
VREN	Re: IMSA and request for a presentation to Council	2022-12-20	2023-01-10 COTW
MLA Sheehy-Richard	Re: Invitation to meet with Council re: Highway 101 Twinning project	2022-12-21	2023-01-10 COTW
MP Kody Blois	Re: Invitation to meet with Council re: Highway 101 Twinning project	2022-12-21	2023-01-10 COTW



To: Committee of the Whole

Submitted by: Councillor M. McLean

Date: February 10, 2023

Subject: Rename the Meander River

THAT COMMITTEE OF THE WHOLE RECOMMENDS COUNCIL ENDORSE THE RENAMING OF THE MEANDER RIVER TO THE HERBERT RIVER, BETWEEN THE ST. CROIX RIVER, AND THE HERBERT RIVER AND MEANDER RIVER JUNCTURE.

Subject: Meander River and Herbert River, West Hants Regional Municipality - Council Meeting Agenda

Caution [External Email]

This email comes from an outside sender. Verify the sender and use caution with any requests, links or attachments.

Hello Councillor McLean,

When requested by an applicant, the NS Geographic Names Program determines the name of geographic features by coordinating a public consultation project to the property owners in the area where the feature is located.

During the summer, the province approved an application to rename a section of the "Meander River" to "Herbert River" between the St. Croix River, and the Herbert River and Meander River juncture. On November 25, 2022, we sent letters (see attached letter including map) to the property owners and residents in the Mantua, Sweets Corner, Brooklyn and Union Corner communities asking for their feedback on the proposed change.

Our Program has since reviewed all the feedback (see attached Public Approval Information); we can provide you with the details.

Now part of the process our Program follows to name a geographic feature is to obtain a motion of Regional Council's Support.

Would you please send a notice of a motion to the Clerk to be put on the agenda by their next Council Meeting asking if Regional Council would endorse this change?

The province requested a similar motion regarding Graves-Oakley Pond. At the September 1, 2020, Halifax Regional Council Councillor Adams moved a motion (unanimously) for a pond name in his district, see below.

<image002.png>

Please feel free to contact me if you have any questions.

<image001.jpg>

Service Nova Scotia and
Internal Services

160 Willow St
Amherst, NS
B4H 3W5

Respectfully, Debra Wilkinson

Geographic Names Specialist | Dept of SNS-IS | Government Services Branch |
Geographic Information Services (GIS) Section
NS Geographic Names Program

Geographic Data | Nova Scotia Geomatics Centre

☎ 902.667.6298

Debra.Wilkinson@novascotia.ca

geoinfo@novascotia.ca

follow us on twitter @NSGeoNOVA

DataLocator Online Application <http://nsgi.novascotia.ca/datalocator/>

Search Geographical Names <https://nsgi.novascotia.ca/geonames/>

<Letter and Map Meander River Final_signature.docx>

<Public Approval Information - Herbert River and Meander River Survey Results.docx>

November 25, 2022

Dear Resident or Property Owner,

RE: Meander River and Herbert River, West Hants Regional Municipality

Service Nova Scotia and Internal Services is responsible for the names of places including communities, lakes, rivers, islands, and other features on Nova Scotia maps. We would like to invite you to participate in a public survey to rename a section of river in West Hants Regional Municipality. (See attached map)

We have received an application to rename a section of the “Meander River” to “Herbert River” between the St. Croix River, and the Herbert River and Meander River juncture. The request is based on watershed size; drainage area; and various historical spellings for “Herbert” located on deeds and plans dated between 1883-2013 and maps dated between 1749-1882.

There are options for you to share your input. The preferred method is an online survey. Please visit nsplacenames.ca and click on ‘Community Engagement’ and go to the Meander River page.

If you would prefer to provide input by email, phone, or mail, you may use the attached survey which includes an addressed envelope. We welcome all responses and feedback for the proposed name change.

We encourage you to reply to this survey; non-responses will be considered support for the change. The deadline for sending us your feedback is December 23, 2022.

If you have any questions, please email geoinfo@novascotia.ca or call 1-800-798-0706 (Option 0 – General Inquiries).

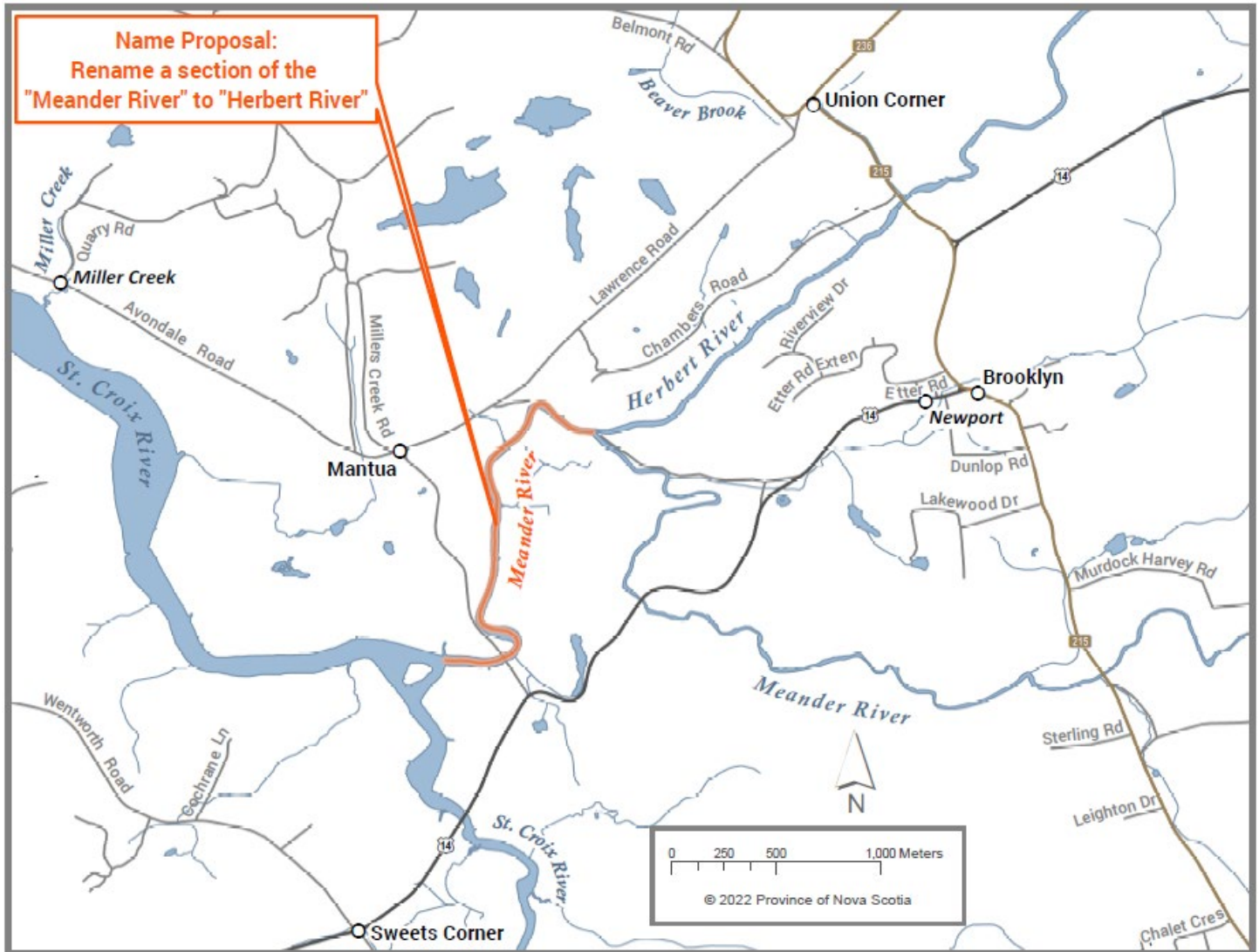
Sincerely,

Nova Scotia Geographic Names Program
Service Nova Scotia and Internal Services



Feature Location

The map below shows the proposal to rename a section of the “Meander River” to “Herbert River”.





West Hants
something inspiring awaits

WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Committee of the Whole

Submitted by: _____
Todd Richard, Director, Public Works

Date: February 14, 2023

Subject: College Road Services and Street Renewal

LEGISLATIVE AUTHORITY

Nova Scotia Municipal Government Act, Section 65 authorizes Council to expend funds for municipal purposes.

RECOMMENDATION or DECISION REQUEST

It is recommended for Committee of the Whole to recommend to Council that:

COUNCIL TO APPROVE; PROCEEDING WITH THE RELEASE OF A PUBLIC CONSTRUCTION TENDER FOR THE COLLEGE ROAD WINDSOR - SERVICES & STREET RENEWAL PROJECT IDENTIFIED IN THE 2023/24 CAPITAL BUDGET, WITH A TOTAL (CLASS B) ESTIMATED COST OF \$4,309,060.00, PLUS APPLICABLE TAXES.

BACKGROUND

Property <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input checked="" type="checkbox"/>	Councillor Activity <input type="checkbox"/>
---	--	---	------------------------------------	---	---

West Hants Regional Municipality Council has identified College Road, Windsor as one of the highest priority street and infrastructure improvement projects for renewal. This determination was based on the condition of existing water and sanitary sewer mains, need for improved storm water management, condition of existing roadway, need for a widened street, sidewalk to improve pedestrian safety, and the safety need for a left-turn lane at the intersection of King Street.

This project includes the following infrastructure improvements:

- Replacement of 455m of 200mm water main from Bill Wade Drive to King Street.
- Replacement of all associated water service laterals.
- Separation of sanitary and storm sewer systems, where applicable.
- Installation of 630m of various size storm water systems, including installation of french drains behind sidewalks, installation of storm mains, manholes, catch basins, culverts and storm outflows.
- 9000m² of street reconstruction and widening with new asphalt roadway (2-lifts of asphalt) and concrete curb and gutter on both sides of the street.
- Addition of angled and parallel on-street parking at various strategic locations.
- Addition of 1940m² of concrete sidewalk construction on the north side of the roadway connecting the Gladys Manning property, Kingsview Drive, Kings Edgehill School and Gordon Hughes Tennis Club to King Street.
- Addition of a third left-turning lane eastbound at King Street.
- Reinstatement of driveways and associated landscaping.

Department of Municipal Affairs (DMA), on behalf of Canada and the Province of Nova Scotia has confirmed cooperative funding for this proposed project, through the Investing in Canada Infrastructure Plan (ICIP), to support the rehabilitation of water, wastewater and stormwater infrastructure, and the planning and design of future facilities and upgrading to existing systems.

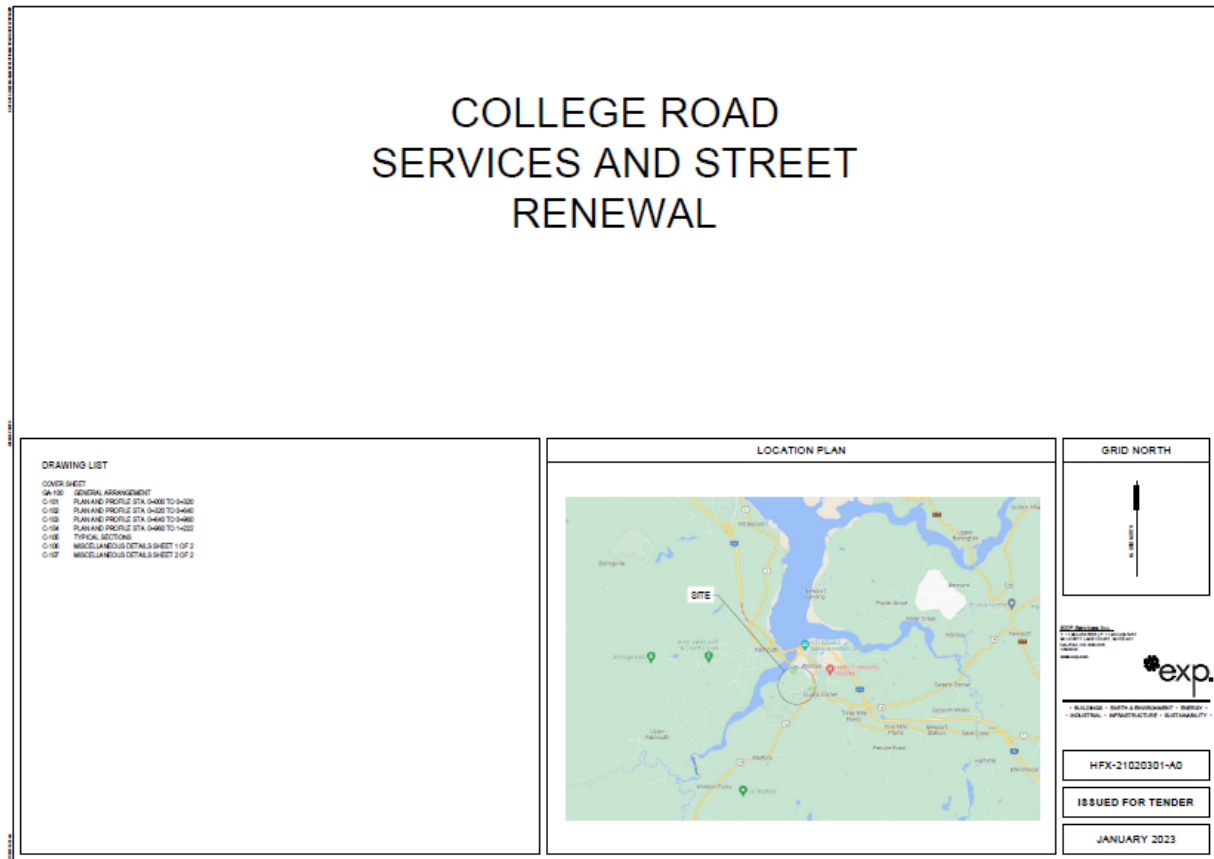
DISCUSSION

The Municipality has already engaged the services of EXP, a pre-qualified professional engineering consultant to support the design and project management through final construction. Inspection services during the key phases of construction would be carried out by the engineering consultant, with the additional support of municipal staff.

The tender package that has been prepared by the engineering consultant includes contract documents, design drawings and technical specifications based on applicable municipal and provincial Municipal Standard Specifications.

The public unit-price tender will include scope for all labour, materials, and expenses for the renewal of infrastructure and services along College Road from Gladys Manning property easterly to King Street, including the following items.

COLLEGE ROAD SERVICES AND STREET RENEWAL



Earthwork

- Clearing
- Grubbing
- Mass Excavation and Embankment
- Borrow

Water Main

- Pipe, 200mm & 400mm
- New Fire Hydrants
- Services
- Connections to Existing Mains
- Temporary Water
- Removal of Existing Watermains (Provisional)
- Relocate Existing Fire Hydrants

Storm Sewer

- Pipe (various sizes)
- Manholes
- Catch Basins
- Connection to Existing Mains
- Culverts
- Closed-Circuit Television Inspection of Existing

- Headwall
- French Drains

Street Reconstruction

- Gravels (various types)
- Non-Woven Geotextile
- Asphalt Concrete (various types)
- Concrete Curb and Gutter
- Sidewalk
- Tactile Walking Surface Indicators
- Paint Markings

Landscaping

- Topsoil and Sod
- Topsoil and Seed

Additional Items (Provisional)

- Trench Excavation – Rock
- Trench Excavation – Unsuitable Materials
- Replacement of Unsuitable Material with Selected Site Material
- Traffic Control Coordination of Utility Relocations

Environmental Protection

- Silt Fence
- Straw or Hay Cover
- Rip Rap

The Municipality would like to call for public tenders immediately for a spring/summer construction start, with project completion, with any environment permit restrictions, likely in the early fall. Design and tender documents are already prepared in accordance with the latest edition of the Municipal Standard Specifications.

NEXT STEPS

Pending approval of Council, staff will release the public tender on NS Procurement to obtain contractor bids to complete the scope of work. Due to the estimated cost for this project, a formal award to the recommended contractor will be required by Council.

FINANCIAL IMPLICATIONS

There are no financial implications to releasing the public tender to Nova Scotia Procurement, doing so will allow us to have actual costs for the project built into the upcoming capital budget and will allow us to take advantage of the Investing in Canada Infrastructure Program (ICIP) funding. This funding has a required project completion date of March 31, 2025, and includes funding for College Road and Nesbitt Street. For College Road we have received a maximum

funding amount of \$1,736,088 including costs allocated in the 2022-23 year for engineering services.

Additionally, we can use the Canada Community Building Fund (CCBF) for costs associated with sidewalk development. In the current project estimate, sidewalks are expected to cost \$404,000 plus contingency. Once the tenders have been received, it will be up to Council to determine the amount of CCBF to use for the sidewalks, with the remaining amount to come from capital reserves and long-term debt.

ALTERNATIVES

1. Council may choose not to proceed with this planned project.

ATTACHMENTS


None

CHIEF ADMINISTRATIVE OFFICER REVIEW

This report and recommendation reflect the continued progression of having this project planned and completed. The noted funding from the ICIP Program reflect slightly over 40% funding for the cost of the project. As the project planning and tendering proceeds a more accurate forecast of costs to be allocated to the Water Utility, Sewer Services and General PWS services will be known. Cost allocations will be directed accordingly.

I support the recommendation.

Report Prepared by:



Brad Carrigan, P.Eng., Capital Projects Engineer

Report Reviewed by:

Todd Richard, Director of Public Works

Report Approved by:



Mark Phillips, Chief Administrative Officer

WINTER OPERATIONS SNOW CLEARING AND ICE CONTROL

Level of Service



SOME OF OUR CONSIDERATIONS

- › Winter Operations Snow Clearing and Ice Control Procedure
- › Routes and Priorities
- › Winter Service Agreement (NSDPW)
- › Winter Equipment Training Procedure
- › Winter Parking (NS Motor Vehicle Act)
- › Snow deposits by others (Municipal Government Act)
- › Bylaw #10 “Town of Windsor, Streets and Sidewalks”
- › Level of Service, Salt Availability and Spread Rate (brine)
- › Contracted Services
- › Budget
- › Equipment
- › Staffing
- › New Efficiencies (brine)



SOME OF THE CHALLENGES

- › Forecast Accuracy
- › Severity of the weather event (Accumulation Rate, Visibility)
- › Timing and length of the weather event
- › Type of weather event, i.e. snow, ice pellets, freezing rain, rain, wind, and others or a combination of....
- › Non-event weather causing situations, i.e. black ice, water run off, slush
- › Safety – Staff and Others
- › Equipment Breakdown
- › Traffic Congestion
- › Pedestrians
- › Staffing illness and or fatigue
- › Emergencies for other Organizations and WHRM Utilities
- › Others placing snow on or moving it across streets and sidewalks
- › WHRM property encroachment
- › Individual perspectives vs actual/realistic level of service (when is the asphalt black and sidewalks bare)

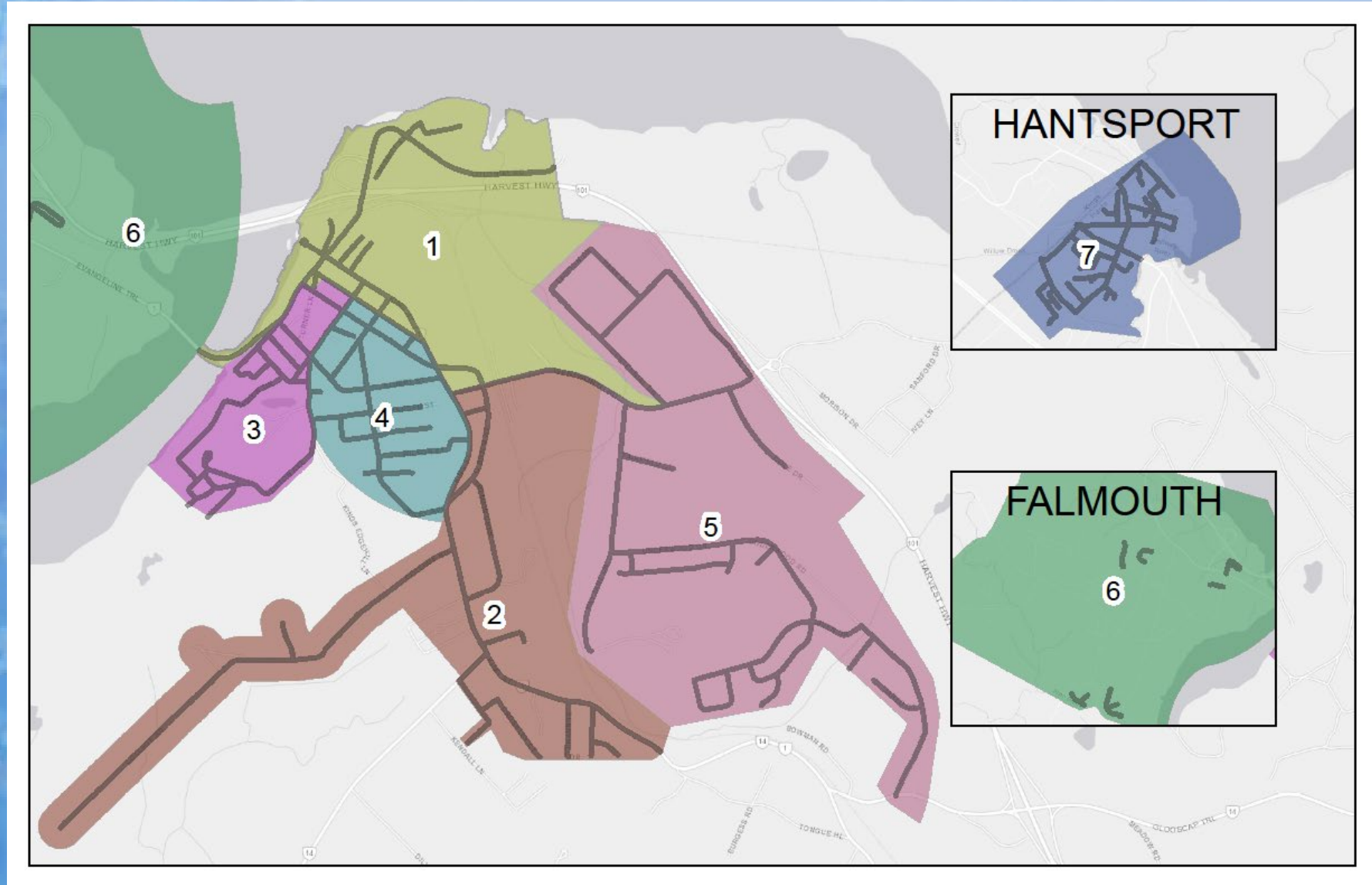


Winter Operations Snow Clearing and Ice Control Procedure

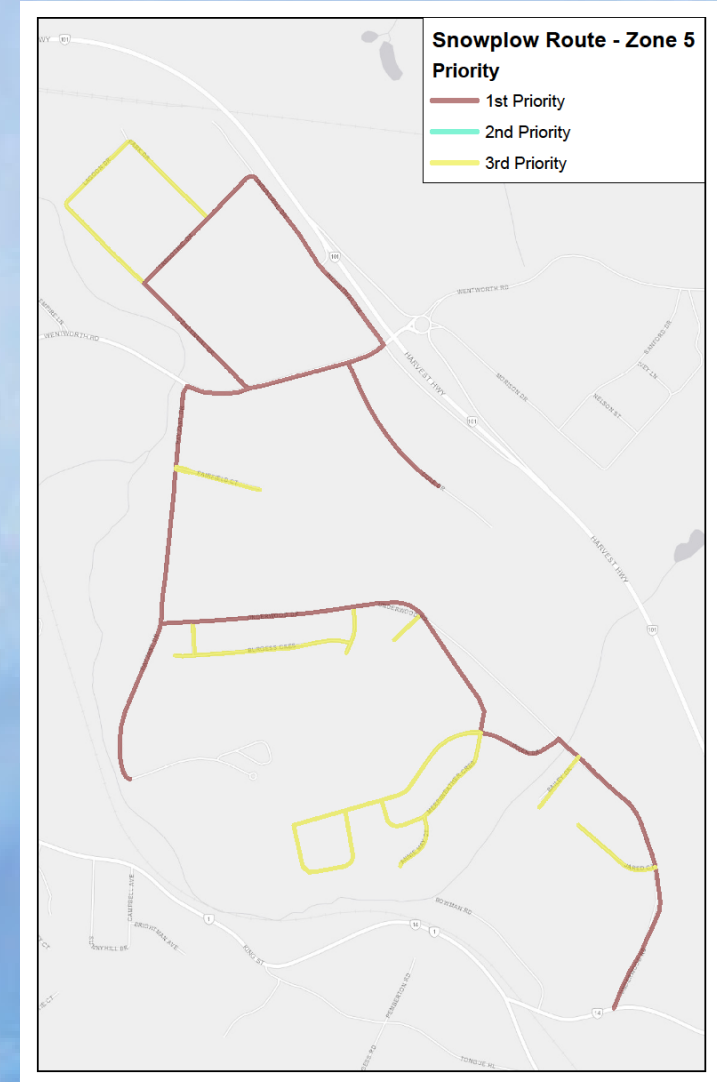
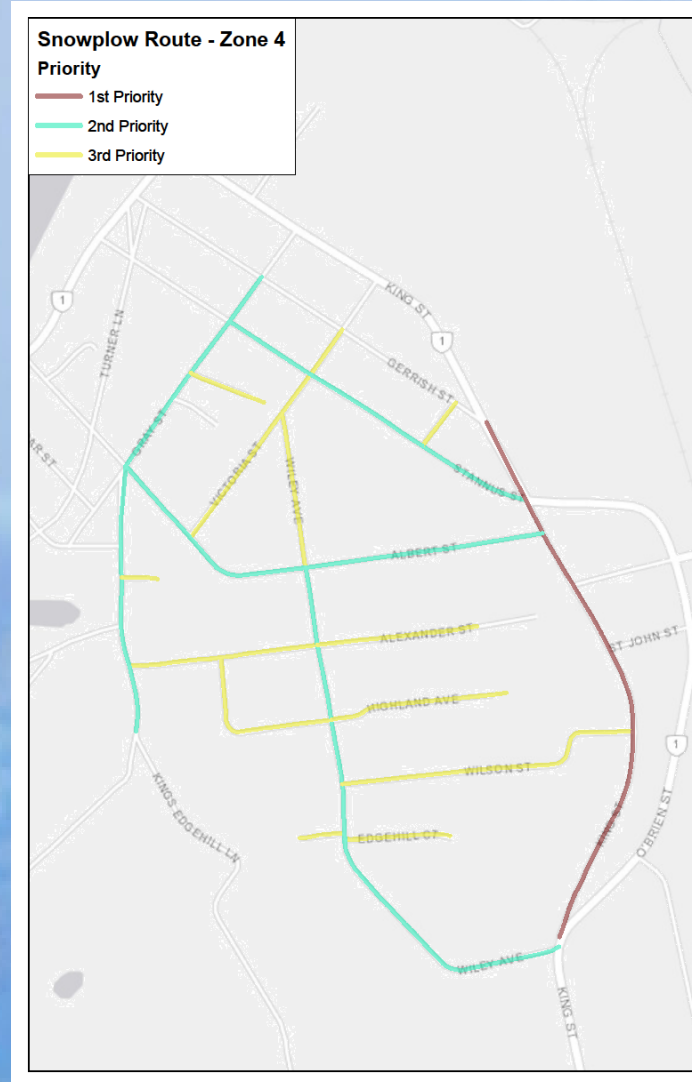
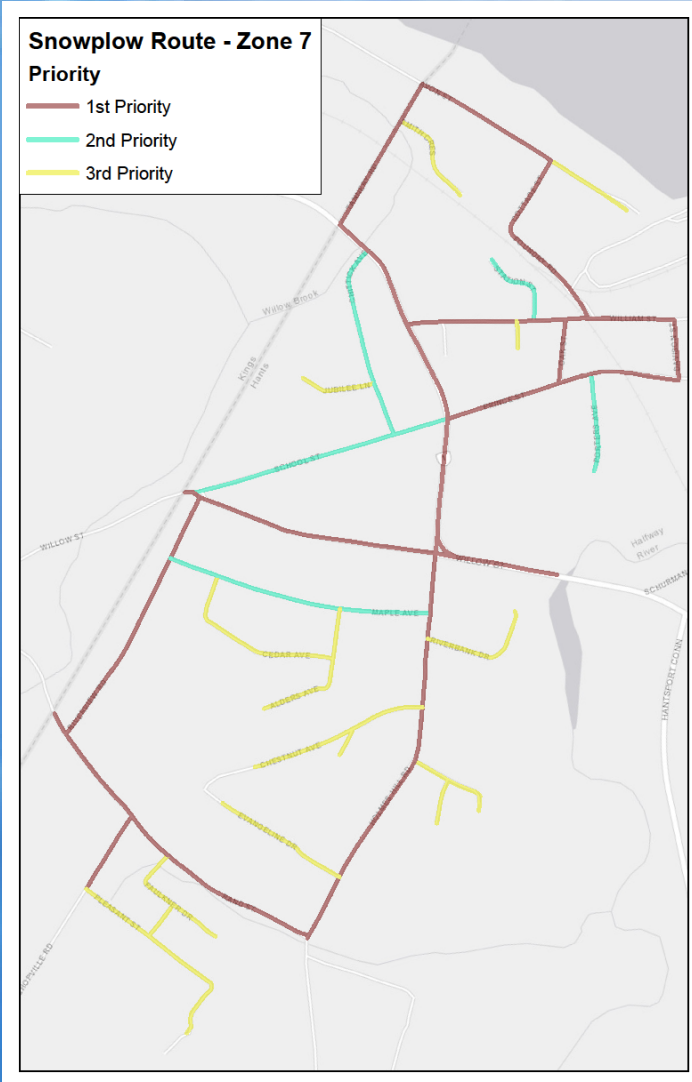


- › The guide – who, what, when, why and how
 - Who is responsible
 - What work do we do and
 - When do we do it
 - Why do we do it in that order
 - How, what method do we use

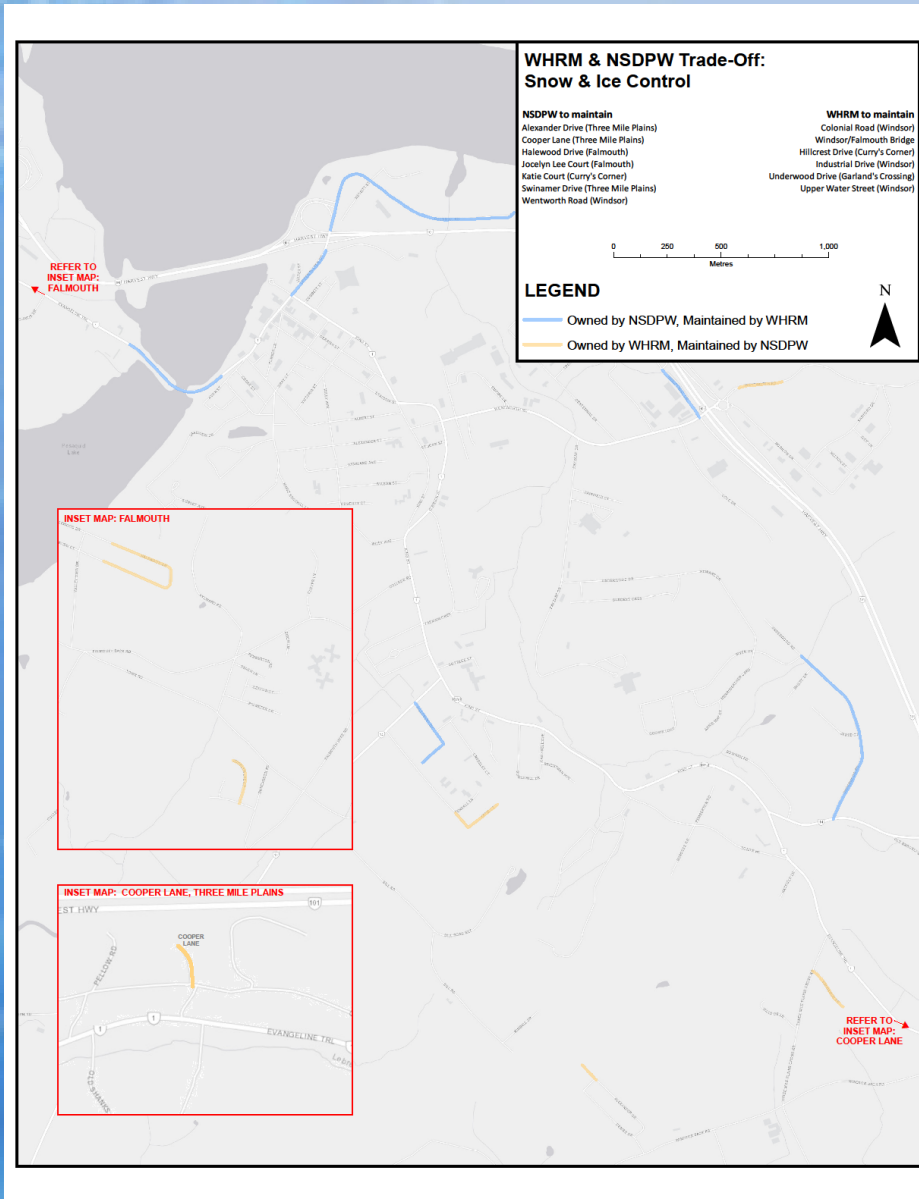
ROUTES AND PRIORITIES



ROUTES AND PRIORITIES



Winter Service Agreement (NSDPW)



Started in 2020/22

Logistics and Efficiency (time and \$)

Benefits both WHRM & NSDPW

Streets and Roads are Fluid (review annually) by WHRM & NSDPW)

WHRM Streets are increasing annually

Creates an more even Level of Service

Not Perfect, Has been a few “growing pains”

Staff have received many compliments

Has helped create a good relationship with NSDPW (working together on things)

Winter Equipment Training Procedure

WEST HANTS REGIONAL MUNICIPALITY



West Hants
something inspiring awaits

Standard Operating Procedures Winter Operations Equipment Training




Winter Parking (NS Motor Vehicle Act) Snow deposit by others (Municipal Government Act)

Motor Vehicle Act

CHAPTER 293 OF THE REVISED STATUTES, 1989

as amended by

1990, c. 36; 1993, cc. 30, 31; 1994, cc. 24, 25; 1994-95, c. 6, s. 65; 1994-95, c. 12; 1994-95, c. 18, s. 3; 1995-96, cc. 20, 22, 23; 1996, cc. 34, 35; 1997, c. 5; 1998, c. 32; 1999, c. 4, s. 26; 1999, c. 11; 2000, c. 14; 2001, c. 12, ss. 2-21; 2001, c. 44, ss. 1-10; 2002, c. 5, s. 33; 2002, c. 10, ss. 10-21; 2002, c. 20, ss. 1-3, 5-12; 2002, c. 30, s. 14; 2003 (2nd Session), c. 1, ss. 28-34; 2004, c. 6, ss. 21-23; 2004, c. 41; 2004, c. 42, ss. 1-4, 6-16; 2005, c. 8, ss. 9-15; 2005, c. 32, ss. 3, 4; 2005, c. 38, ss. 1, 2; 2005, c. 54; 2006, cc. 35-37; 2007, c. 9, s. 30; 2007, c. 20, ss. 8, 9; 2007, c. 45, ss. 1(b), 4-13, 17-25; 2008, c. 2, s. 27; 2008, c. 21, ss. 1, 2, 8-11; 2008, cc. 22, 23, 61, 62; 2009, c. 5, s. 24; 2009, cc. 20-23; 2010, cc. 20, 21, 59; 2010, c. 61, ss. 4, 6, 7; 2010, cc. 62, 63; 2011, c. 8, s. 17; 2011, c. 22; 2011, c. 35, ss. 10-12; 2011, cc. 46, 67; 2012, c. 52; 2013, c. 3, ss. 9, 10; 2013, c. 4; 2013, c. 10, ss. 10-13; 2014, c. 20; 2014, c. 53, ss. 1-11, 12(b), (c), 13-16; 2015, c. 6, ss. 30, 31; 2015, c. 45, ss. 1-3, 5-10, 13-16, 18, 19; 2015, c. 46; 2016, c. 24, s. 27; 2018, c. 3, ss. 46-64; 2018, c. 15; 2018, c. 38, ss. 4-6; 2021, c. 8, s. 23; 2021, c. 32; 2022, c. 21



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**West Hants Regional Municipality
Winter Parking & Snow Removal
Notification**

Date: _____ Time: _____

CIVIC ADDRESS / LOCATION

In accordance with Section 139 of the Motor Vehicle Act, no person shall wilfully park or leave standing a vehicle, attended or unattended, on a street or part thereof, which interferes or obstructs snow removal during or after a snowstorm, or in any way obstructs winter maintenance, ie. road salting.

VEHICLES WILL BE TOWED AWAY AT OWNER'S EXPENSE

Further to Section 316 of the Municipal Government Act, snow is not to be moved across any streets or placed onto any street or public sidewalks. Snow shall be stored on the property being cleared, or hauled away and dumped in an approved location.


If you have any questions, or require further information, please contact Karrie Ritchie at kritchie@westhants.ca or by calling (902) 798-8391 ext. 125

Municipal Government Act

CHAPTER 18 OF THE ACTS OF 1998

as amended by

2000, c. 9, ss. 32-37, 39, 41-60; 2000, c. 28, s. 85; 2001, c. 6, s. 119(1), (2), (4)-(8); 2001, c. 14, ss. 2, 3; 2001, c. 35, ss. 2-28; 2002, c. 6, s. 56; 2002, c. 10, s. 22; 2002, c. 36, ss. 1-3; 2003, c. 9, ss. 49-95; 2004, c. 4, s. 116; 2004, c. 7, ss. 2-20; 2004, c. 38, s. 26; 2004, c. 44; 2005, c. 9, ss. 6-15; 2005, cc. 22, 55; 2006, cc. 38-40; 2007, c. 9, ss. 31, 32; 2007, c. 47; 2008, c. 25 (except s. 9); 2008, c. 26; 2008, c. 36, ss. 4, 5; 2008, c. 39, ss. 387-389; 2010, c. 22; 2010, c. 64, ss. 1, 2; 2011, c. 4, ss. 6-9; 2011, c. 17, ss. 2, 3; 2011, c. 41, s. 142; 2011, c. 68, s. 29; 2012, cc. 27, 28; 2012, c. 63, ss. 1-4; 2014, c. 16, ss. 12, 13; 2014, c. 21; 2015, c. 23; 2015, c. 24, ss. 1-3; 2016, c. 12, s. 1; 2016, c. 13, ss. 1, 2; 2016, c. 25, ss. 1, 2; 2017, c. 13, ss. 1, 2, 4-6, 7 (in part), 8-10, 11 (in part); 2018, c. 1, Sch. A, ss. 129-131; 2018, c. 16; 2018, c. 17, ss. 1-6; 2018, c. 26, s. 18; 2018, c. 33, s. 21; 2018, c. 39, ss. 1-10; 2019, c. 19, ss. 1-9; 2019, c. 36, s. 1; 2020, c. 16, ss. 1, 2; 2021, c. 7, s. 8; 2021, c. 12, s. 1; 2021, c. 14, ss. 1, 2; 2021, c. 33, ss. 1-3; 2022, c. 4, Sch., ss. 36-41; 2022, c. 38, ss. 24-30; 2022, c. 50, s. 1



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Winter parking

139 (1) Notwithstanding Section 138, no person wilfully shall park or leave standing a vehicle whether attended or unattended, upon a highway or any part thereof in such manner that it might interfere with or obstruct snow removal or winter maintenance operations on the highway.

(2) Where a vehicle is parked or left standing on a highway in such manner that it interferes with or obstructs snow removal or winter maintenance operations, the Department or a peace officer may cause the vehicle to be moved or towed to some other place.

(3) Any cost incurred by the Department or a peace officer in moving or towing a vehicle under subsection (2) may be recovered from the owner of the vehicle and such debt shall constitute a lien against the vehicle. R.S., c. 293, s. 139.



Obstruction of street

- 318 (1)** Except as otherwise provided in this Act, no person shall
- (a) obstruct a street in a municipality;
 - (b) erect, construct or place a building or structure, fence, railing, wall, tree or hedge or part of them upon a street;
 - (c) deposit any snow or ice on the travelled way of a street;
 - (d) deposit any snow or ice near a portion of the travelled way of a street so as to hinder clearing of the travelled pathway;
 - (e) prevent water flowing from a street on to the adjoining land;
 - (f) cause or permit water to flow over a street, except as directed by the engineer or council;
 - (g) deposit, or permit to accumulate, sewage, refuse, garbage, rubbish or other matter on a street or in a drain, gutter, sluice or watercourse on a street; or
 - (h) cause or permit sewage, refuse, garbage, rubbish or any other matter to discharge or flow upon a street or into a drain, gutter, sluice or watercourse on a street.

Bylaw # 10 Town of Windsor Streets and Sidewalks



TOWN OF WINDSOR BYLAW # 10 STREETS AND SIDEWALKS BYLAW

Title

10.01 This Bylaw is entitled the "Town of Windsor Streets and Sidewalks Bylaw".

10.02 This Bylaw applies only to streets, sidewalks and other property owned by the Town of Windsor and to activities or conditions affecting such Town of Windsor streets, sidewalks and property.

Removal of Ice and Snow from Sidewalks

10.04 Irrespective of whether a sidewalk is periodically plowed and salt/sanded by the Town, when a sidewalk is slippery in the winter due to the presence of compressed snow or ice, the abutter shall apply sufficient sand, salt or other de-icing material to provide good traction for pedestrian traffic:

- (1) On any sidewalk which abuts any side of their property
- (2) On any pathway leading from the sidewalk abutting their property to the roadway; and
- (3) Between and sidewalk abutting their property and a crosswalk.

10.05 Abutters whose property has snow, icicles or ice overhanging or abutting a sidewalk, including snow or ice on a roof, which might slide onto a sidewalk, shall remove such snow, icicles or ice before they fall or are likely to fall onto a sidewalk at an uncontrolled time or in an uncontrolled manner.

10.06 When an abutter fails to remove snow, ice or icicles from the sidewalks or structures as required by the Bylaw, the Engineer may give to the abutter an order to remove the snow and ice within 24 hours of OR forthwith upon service of such a notice.

10.07 If the remedial work ordered pursuant to 10.06 is not made within the time provided by the order, the Engineer may make or cause to be made such snow, ice or icicle removals.

10.08 The Town may recover the expense incurred in making snow, ice or icicle removals pursuant to section 10.07 together with costs and pre-judgement interest by action in any court of competent jurisdiction, or may charge and collect same as a first lien on the property.

10.09 Nothing in this Bylaw creates a duty upon the Town to inspect or become aware of hazardous conditions created by snow or ice on or near or overhanging sidewalks. Council hereby declares, having regard to the resources and fiscal priorities of the Town that it is the express policy of the Town of Windsor:

- (1) Only to carry out inspections upon receiving a complaint about such conditions in respect to a specific location; and
- (2) Such complaints shall be deemed to be remedied upon the removal or remediation of the hazardous condition that existed at the time of the making of the complaint.



Level of Service, Salt Availability and Spread Rate



ROADWAY DE-ICING LEVEL OF SERVICE TABLE 2022

ROAD CLASS	TYPICAL e.g.	SERVICE LEVEL	DEICER	APPLICATION RATE KG/LANE-KM (6)	TIME FRAME TO COMPLETE
Arterials	Wentworth Rd, Gerrish St, Main St, Willow St	Bare Pavement	100% Rock Salt	70 / 140 / 180(3)	Up to 5 cm of snow & continuing 4-6 hr
Collectors	Albert St, Wiley Ave, Maple Ave	Centre Bare Pavement (2)	100% Rock Salt	70 / 140 / 180(3)	Up to 8 cm of snow & stopped 4-6 hrs
Locals	The Crossing, Falmouth, Underwood Dr, Evangeline Dr	Safe and Passable Pavement	100% Rock Salt	70 / 90	Up to 8 cm of snow + stopped 12 hrs
Laneways/Parking Lots	Morison Dr, W Library, BFD 2, Hants. Food Back	Safe and Passable Pavement	100% Rock Salt	180	24 hrs from the end of snowfall

Note:

- (1) This is the desired condition of the pavement surface. However, it is necessary to have sufficient traffic volumes to activate and improve the characteristics of the de-icer, the time to achieve this condition will vary with the time, duration and intensity of each storm.
- (2) One lane open in the direction of traffic.
- (3) Where salt is pre-wet using 23% salt brine, these application rates shall be reduced by 10%.
- (4) 70-140kg/lane km = 7-14 tonne for all streets,
- (5) Case backhoe loader bucket = 1 cum, Rock salt = 2.16g/cm cu therefore 2.16 tonne of rock salt/ bucket
- (6) Table represents road temperatures -7 degree C or above. Application rates could double for road temperatures below -7 degree C.

When will my road get plowed?

SERVICE TIMES

Type of Road	Clearing Time
100-Series and trunk highways, and other high traffic roads	8 hours after snow stops
Secondary routes and other medium traffic roads	12 hours after snow stops
Local paved roads, most subdivision and residential streets	24 hours after snow stops
Gravel roads	24 hours after snow stops



There are more than 400 snow plows and other snow-clearing vehicles working to keep Nova Scotia's roads, highways, and bridges safe during the winter months. Crews are on the job day and night, 24/7, keeping the roads as safe and as clear as possible. Work starts before the storm and continues during and after the storm. At left is more information to help explain what you can expect this winter.

SALTING¹ AND SANDING

100-Series and trunk highways, and other high traffic roads

- Salted to achieve bare pavement
- Salt applied before, during and after a storm if required

*Secondary routes and other medium traffic roads

- Salted to achieve a bare centre line
- Salt applied at beginning of storm and after a storm if required

*Local paved roads, most subdivision and residential streets

- Salted to achieve a bare centre line
- Salt applied only after a storm

Gravel roads

- Snow packed
- Sanding as needed

* In sanding only sections, acceptable driving condition is considered to be snow packed and sanded as required.

¹ Note that salt will start to lose its effectiveness at temperatures below -12° C. In these conditions sand may be applied to increase traction for all service levels.



novascotia.ca/winter

Follow us on Twitter @NS_PublicWorks Highway conditions: 511

Brine trials are actively taking place on sidewalks and streets.

Contracted Services

When, **where**, what equipment, **at what cost**

- Contracted some work (parking lots)
- When needed, help during and after weather events
- **Parking lots, easy to do but time consuming**
- **Streets, sidewalk**
- Job dependent, trucks, loader, other
- **Contracts by the season. Paid even if no snow or ice**
- **When needed help is hourly. Can be selective where and how long.**

Budget – 5 year average, unpredictable.

Equipment - Right sizing of fleet (some changes since 2020)

Staffing – Multi Skilled & Dedicated - we have been able to maintain staffing level with skilled and experienced Staff. We struggle to get contractors due to their Staffing

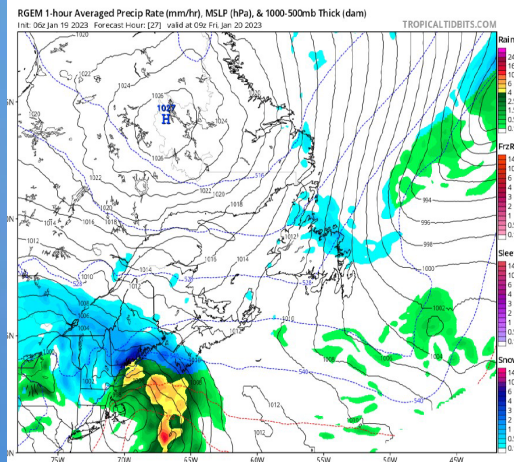
New Efficiencies – Always looking for efficiencies. Do more with less cost. i.e. -Pushing snow instead of trucking it (saves \$4-5000/night) . -Brine trials (25% less salt) – Plow zones = more efficient work.



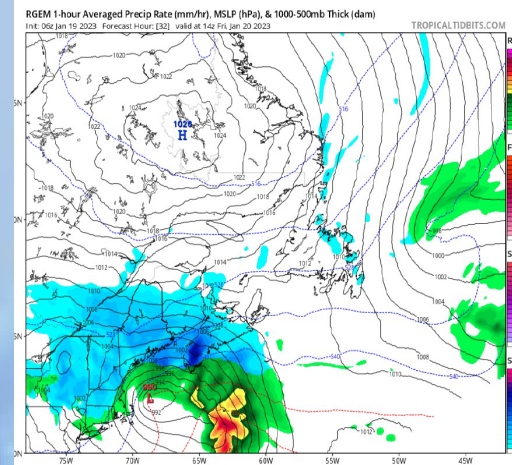
Forecast Accuracy

Schedule Staff Shifts based on the Forecasts, training, licenses, hours worked

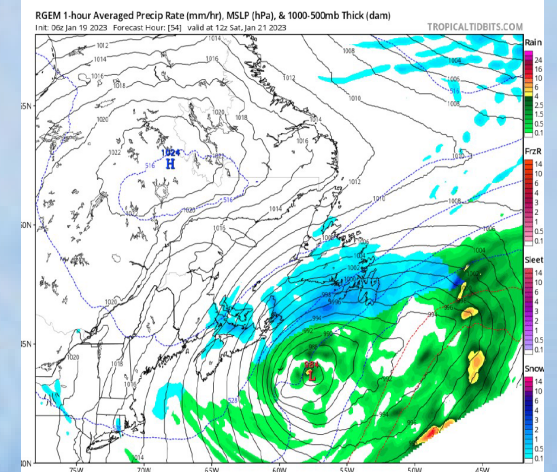
Model depiction for 5 am Friday



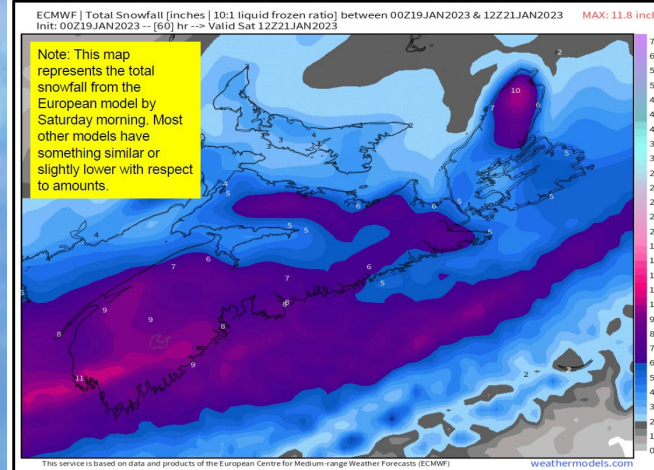
Model depiction for 10 am Friday



Model depiction for 12 am Saturday



Total model snowfall by 8 am Saturday (inches)



Severity of the weather event (Accumulation Rate, Visibility)

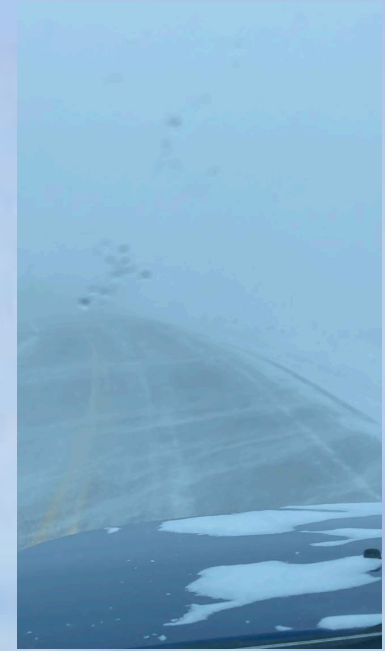
- Schedule Staff and Equipment
- Can we keep up
- Should we plow based on Priorities
- Can we see well enough to be safe
- Do we need contractor help

Timing and length of the weather event

- Is the tide coming in. (rain or melt events)
- Staff Fatigue, do we need contractor help
- Open Business hours/middle of the night

Type of weather event, i.e. snow, ice pellets, freezing rain, rain, wind, and others or a combination of....

- Should we Pre-salt
- Do we wait to plow. i.e. snow changing to ice, extreme cold plowing makes ice



Non-event weather causing situations,

- Black ice, water run off, slush
 - Black ice forms for different reasons
 - Run off freezing
 - Bridges because of air circulation
 - Freezing rain and ice pellets
 - Sudden freeze
 - Air temp slightly above 0 C drawing frost out. (this is the one that surprises people)



Safety – Staff and Others

- Safety of Staff working
- Safety of Motoring Public
- Safety of Pedestrians and children playing in snowbanks and ice patches
- Emergency Routes i.e. main route to hospital, getting firefighters to and from stations, making sure other emergency agencies can operate

Equipment Breakdown

- Equipment breaks,
- Parts supply chain is very slow
- Stock some parts and wearables
- Red Seal Mechanic and Red Seal Millwright on Staff, Contractor Mechanic can be call 24/7

Traffic Congestion & Pedestrians

- Time of day, business/school/church hours
- People getting stuck or being in the way while getting their coffee during the height of a storm (frequently happen)

Staffing illness and or fatigue

- COVID or COVID like symptoms
- Long hours and a lot of hours for weeks

Emergencies for other Organizations and WHRM Utilities

- Litterial throwing salt under firefighter feet
- Keeping streets salted during fire operations
- Plowing in front of ambulances/RCMP
- Staffing water breaks and snow/ice control at the same time

Others placing snow on or moving it across streets and sidewalks & WHRM property encroachment

- Makes Staff's job harder and takes longer
- Sometimes looks like Staff didn't do the work or that it wasn't a good job
- Staff has to go back and clean up again or dig ditches out from someone else
- Fills space WHRM needs to store snow



Individual perspectives vs actual/realistic level of service (when is the asphalt black and sidewalks bare)

- People get tired of snow and ice and get frustrated, sometime throwing things at the equipment or yelling at Staff
- Individual small sample doesn't always reflect the big picture or all the factors effecting it.
- Have had people cursing at Staff because sidewalk had snow on it.....while still snowing
- Not everyone understands what the level of service is
- Residents complain that we haven't been there, although we have
- Residence complain we have been on their street too much.
- Some complaint are valid, we are not perfect although we strive to be



Pictured above is an area where Staff was threatened. The owner's perspective was their driveway and lawn was ruined when the sidewalk was plowed.





QUESTIONS



WEST HANTS REGIONAL MUNICIPALITY



Standard Operating Procedures Winter Operations Snow Clearing and Ice Control

Developed by: T. Burgess	Approved by: T. Richard
Approved Date: November 10, 2020	

OBJECTIVE: It is the goal and intent of the West Hants Regional Municipality (WHRM), NS to provide timely, efficient and cost-effective winter maintenance, snow clearing and ice control on the roadways of the municipality for the safety and benefit of the Region’s residents and the general motoring public.

PROCEDURE: The objective stated above will be achieved by implementation and execution of the procedures and tasks outlined in the WHRM Winter Operation Snow clearing and Ice Control Procedures. Due to the many variables that are inherent in Nova Scotia weather, each storm and/or weather event may require slightly different effort and/or emphasis on any number of maintenance tasks, which together, determine the overall winter maintenance, snow removal or ice control strategy.

WINTER STORM MAINTENANCE: Upon notification of a winter storm, the Public Works Manager of Operations and Public Works Supervisor or designate will call out and schedule the appropriate employees and equipment to surface treat roads in the following manner:

LEVEL OF SERVICE: It is not possible to maintain a black snow and ice-free road during a storm. It is the intention of WHRM to provide practical, safe access to homes, businesses and municipal facilities during winter storms. The Manager of Operations and Public Works Supervisor or designate shall establish and maintain a procedure by which the existence of hazardous road conditions is communicated to the Public Works Department. This can be accomplished in any number of ways . . . actual field observations by the Manager of Operations and Public Works Supervisor or designate, notification by the EMO office, or the RCMP Detachment, as well as the General Public. All Public Works employees shall be responsible for alerting the Manager of Operations and Public Works Supervisor or designate, of hazardous conditions created by weather conditions.

1. At the onset of the snow storm, the Superintendent of Operations and Public Works Supervisor or designate shall have salt/sand spreaders treat the initial 2.5 to 5cm of snowfall on the asphalt road surfaces. This will prohibit additional snow accumulations from bonding to the road surfaces. It will enable our asphalt roads to remain free as possible from ice or snow pack,

WEST HANTS REGIONAL MUNICIPALITY



Standard Operating Procedures Winter Operations Snow Clearing and Ice Control

during the actual storm as seen effective, and following the storm. It should be noted that regular salt has a much slower effect on melting snow and ice at temperatures below -6 degrees Celsius. When appropriate Sand / Salt will be applied. The addition of sand with the salt is meant to increase friction during periods of low salt efficiency.

2. As the storm develops and 5 to 8 cm of snow has accumulated, operators and available equipment will begin to plow their assigned routes. Equipment that have salt/sand spreaders will spread salt/sand on slippery areas after they clear away the snow. The operators of equipment that do not have spreaders will notify their supervisor when that route is ready for treatment of sand and/or salt. There may be times during certain weather conditions that snow plowing will not take place until after the storm has ended. For example, snowfall has occurred or is occurring and the weather forecast is for a change to freezing rain. Plowing operations might be suspended to allow traffic some traction without the “glazing over” of a cleared surface. At the end of the freezing rain, normal plowing operations would begin again providing accumulations of ice and/or snow get to a point that traveling is determined to be hazardous by the Manager of Operations and Public Works Supervisor or designate. Another example could be if the visibility is too poor to safely operate the equipment.

3. When a storm has ended, all road surfaces will be treated if needed, as determined by the Supervisor in charge /on call. Gravel roads are treated with sand only. Asphalt roads are treated with salt and/or salt/sand mixture (depending upon the severity of buildup on the asphalt surface). Weather conditions may require changing to another option and will be the responsibility of the Superintendent of Operations and Public Works Supervisor or designate.

As a means to increase efficiency through logistics, and to balance service levels in neighborhoods WHRM and Nova Scotia Transportation and Infrastructure Renewal (NSTIR) have a signed service agreement trading snow clearing and ice control obligations on approximately 4 kms of roadway throughout the Region. This agreement benefits both WHRM and NSTIR mostly due to travel times.

COMMAND: Overall direction of all winter maintenance activities for the WHRM is vested with the Public Works Director or his or her designate.

EXECUTION: The policy outlined above is intended to serve as the normal operating procedures for winter maintenance, snow removal and/or ice control for the WHRM. One or

WEST HANTS REGIONAL MUNICIPALITY



Standard Operating Procedures Winter Operations Snow Clearing and Ice Control

more of the following, which may delay or prevent the implementation of this policy, may affect all or any part of this Policy:

- Equipment Breakdown
- Snow Accumulation in Excess of 2.5cm/Hour
- Freezing Rain or Other Icing Conditions
- Traffic Congestion
- Emergencies
- Personnel Illness

EQUIPMENT: The Manager of Operations and Public Works Supervisor or designate utilizes all the assets of the department as needed to address snow emergencies. A list of the current equipment assets is included in the appendices of this document.

ROUTES: Currently, the Region is divided into seven major plow and/or treatment routes and three priority levels consisting 64 km of multi lane streets and 28 km of sidewalk. Additionally, multiple parking lots and other WHRM owned properties including five fire stations, three waste water treatment plants, three water treatment plants, three Water storage tanks and thirty three pumping stations.

MANPOWER: The WHRM has fourteen full-time personnel plus three Supervisors and the Manager of Operations assigned to its winter maintenance operations. As needed Treatment Operators and contractors can be called upon.

MATERIALS: The Public Works Department will use approximately 1500 tonnes total of rock salt and 100 tonnes of sand per season. The sand is used as an abrasive and is applied to the unpaved roads and sometimes mixed with salt on paved roads and sidewalks to improve the vehicles and pedestrian traction. Salt is employed by the Department as a de-icing and anti-icing agent. Rock salt is purchased from a supplier as needed throughout the winter season and stockpiled at the Public Work's salt domes in Windsor and Hantsport. Salt is applied to the roadway where traffic can work the mix traveling either way. The salt, in conjunction with traffic action, creates a watery brine melting snow and/or ice, and resisting snow and ice packing on the roadway. The road crown further assists with the spreading of the mixture brine. The salt and sand/salt mixture is only effective to approximately -6 degrees Celsius. One unit is equipped with a pre-wetting system. This method increases salt efficiency by speeding up the brine production and minimizes the salt loss from the surface due to salt bounce.

WEST HANTS REGIONAL MUNICIPALITY



Standard Operating Procedures Winter Operations Snow Clearing and Ice Control

COMMUNICATIONS: Public Works Staff stay in contact with each other via cell phones. Along with the operator's ability to communicate with each other, 2-way radios are used along with cell phones to communicate with Fire Departments and other agencies.

SCHOOLS: The Public Works Department does not have the responsibility for the clearing of snow and winter treatment of schools access roads or parking lots. On days when school is in session, winter maintenance efforts must be timed to coincide with bus routing and delivery. Snow clearing and ice control is done by Public Works forces on the concrete sidewalks near schools.

PARKING: WHRM does not have a winter parking ban, however in accordance with Section 139 of the Motor Vehicle Act, no person shall willfully park or leave standing a vehicle, attended or unattended, on a street or part thereof which interferes or obstructs snow removal during or after a snow storm, or in any way obstructs winter maintenance, i.e. salting or plowing. It is the practice of WHRM to tow vehicles if they contravene the above. This is done to allow safe efficient clearing of streets and sidewalks. This is done anytime during day or night on a consistent bases at the discretion of the Supervisor and Operators under the authority of the Traffic Authority.

AREAS NOT RECEIVING WINTER MAINTENANCE:

WHRM Public Works does not maintain a number of trails and other areas as part of the ongoing winter maintenance activities. The areas not maintained by WHRM Public Works include:

- A. Trails
- B. Parks and playgrounds other recreational structures
- C. Windsor Water Front pathway

ROUTES: Each specific plow route and priority level is depicted on the map attached. (A map or list depicting the various routes with assigned route numbers will assist the public identify the plan and understand the overall breadth of snow clearing and ice control operation.

DAMAGE TO PRIVATE PROPERTY: It should be noted that the municipality isn't held responsible for damage to private property that is located within the public right of way. The right of way (ROW) width varies from street to street and is often confused by property owners as their own property. In most cases, the ROW often extends 10 to 20 feet of either side of the paved or gravel road or sidewalks and vary depending on location. Some homeowners often cultivate extensions of their lawns, place mailboxes, erect fences or stone

WEST HANTS REGIONAL MUNICIPALITY



Standard Operating Procedures Winter Operations Snow Clearing and Ice Control

walls in these areas, which improves the appearance of the street greatly, but is obstructive to good maintenance from being conducted on the roadway.

WHRM cannot assume the responsibility for striking or burying them, or pushing them over due to the weight of the snow windrow. It is not possible for WHRM to replace or repair any type of structure erected by an abutting land owner within the right-of-way that has been damaged as a result of street or sidewalk maintenance or construction work. In the event of personal property damage, the Town will only be responsible to repair or replace damaged property having been in actual contact with WHRM's snow removal equipment that is on private property and not within the public right-of-way.

The snow windrow must be pushed back as far as possible for many reasons such as:

1. Traffic safety
2. Space for future snow storage
3. Prevention of melting snow water from running onto the pavement
4. To permit maximum possible view of traffic of the roads
5. Pedestrian safety
6. Ensure catch basins and other underground infrastructure is accessible

To promote the safe and orderly passage of the motoring public on WHRM's roads, free from obstructions and obstacles created by the removal or depositing of snow, WHRM enforces Section 318 of the Municipal Government Act (MGA), "...no person shall (c) deposit any snow or ice on the travelled way of a street; (d) deposit any snow or ice near a portion of the travelled way of a street so as to hinder clearing of the travelled pathway."

WEST HANTS REGIONAL MUNICIPALITY



West Hants
something inspiring awaits

Standard Operating Procedures **Winter Operations Snow Clearing and Ice Control**

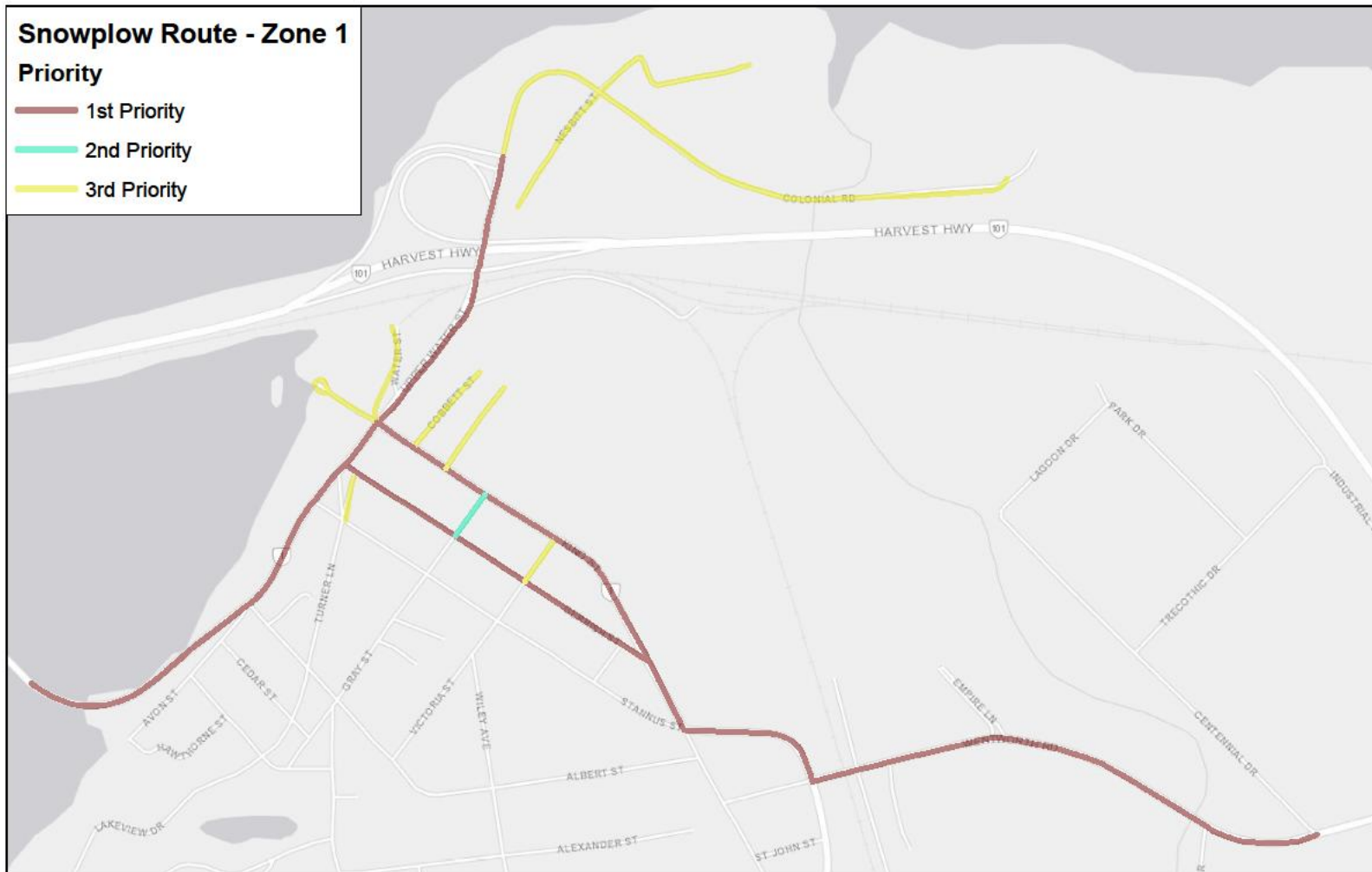
APPENDIX A PRIORITY MAP AND PLOW ROUTE ZONES

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Standard Operating Procedures Winter Operations Snow Clearing and Ice Control

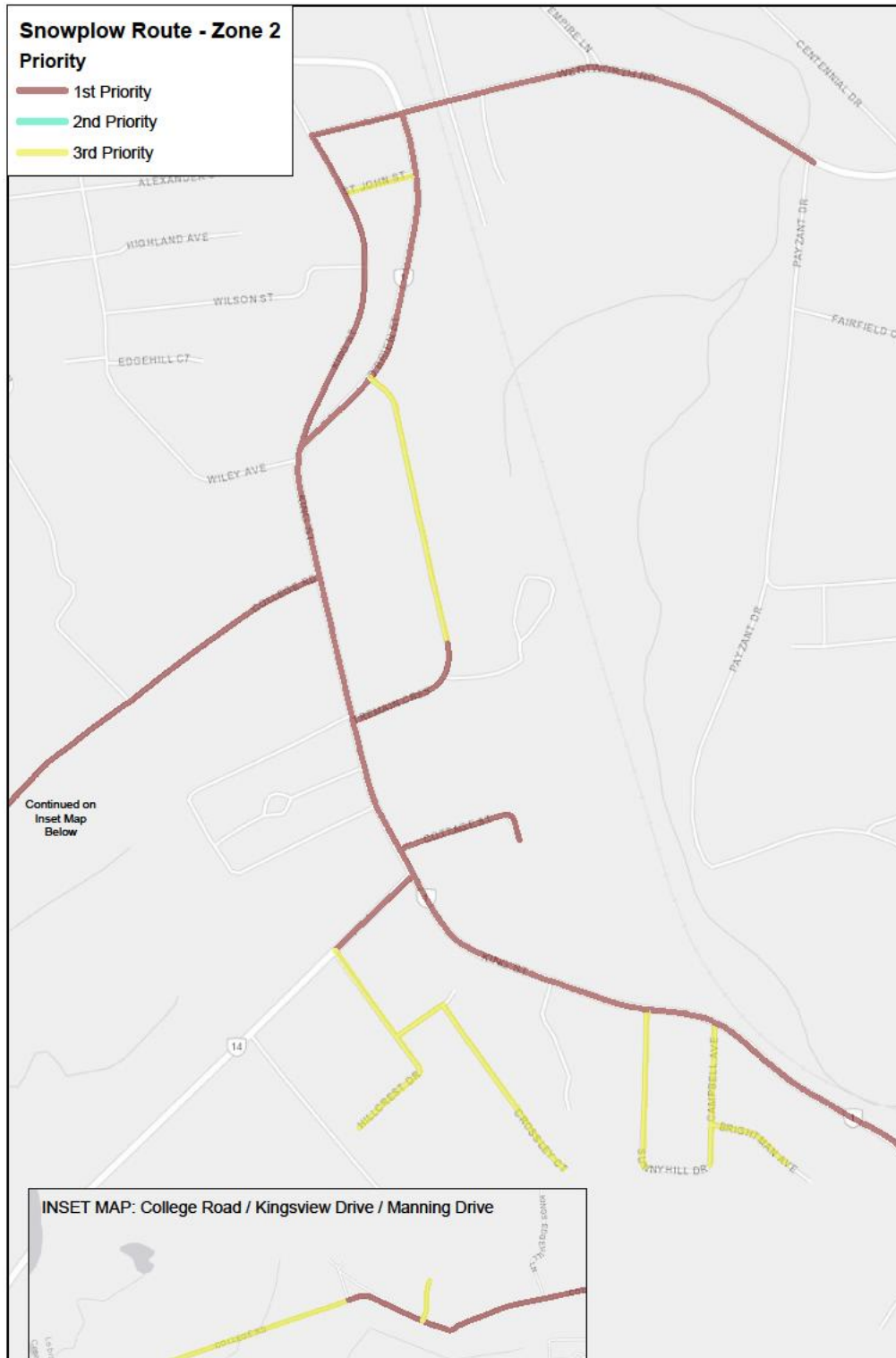


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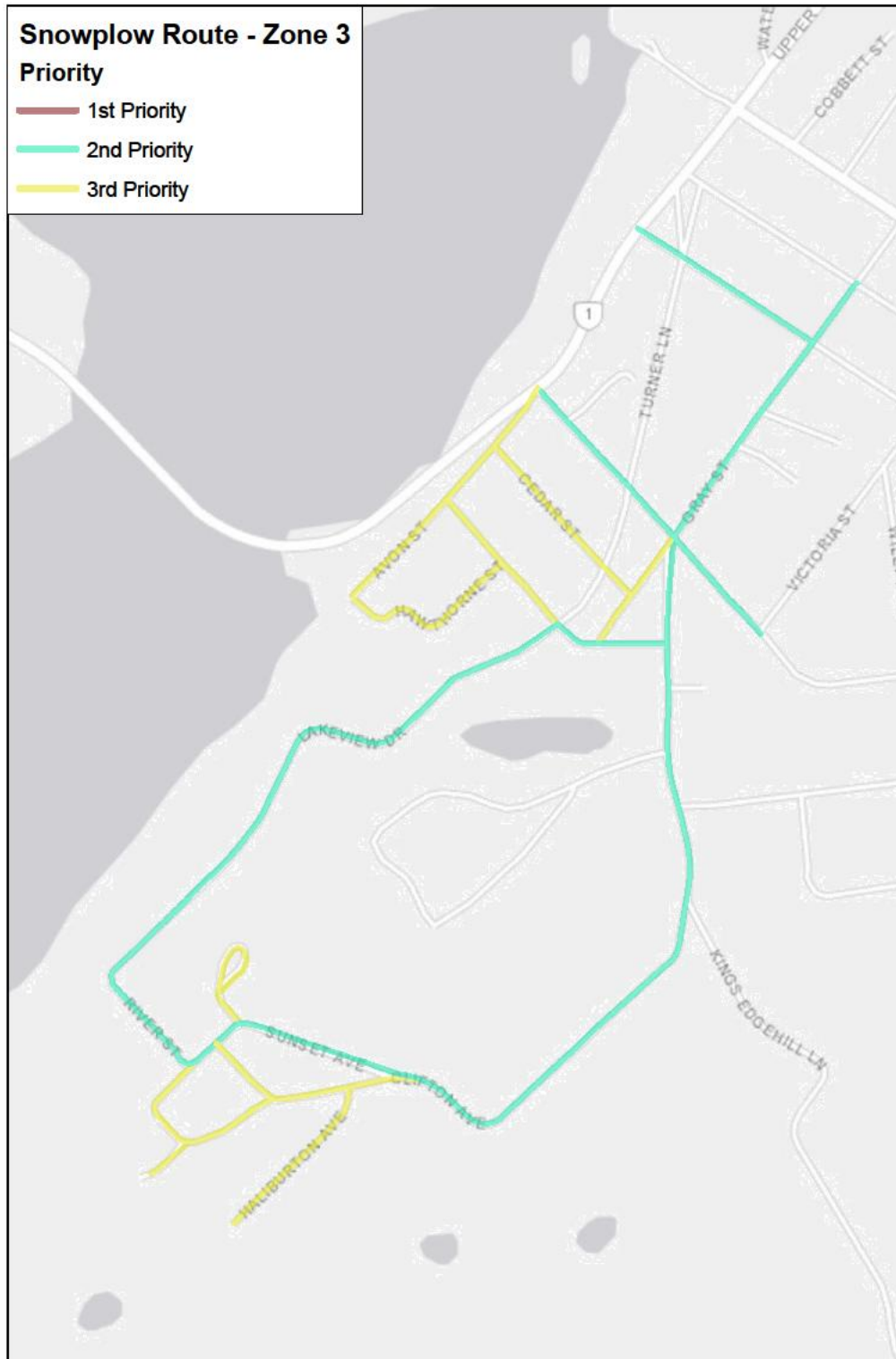


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Standard Operating Procedures Winter Operations Snow Clearing and Ice Control

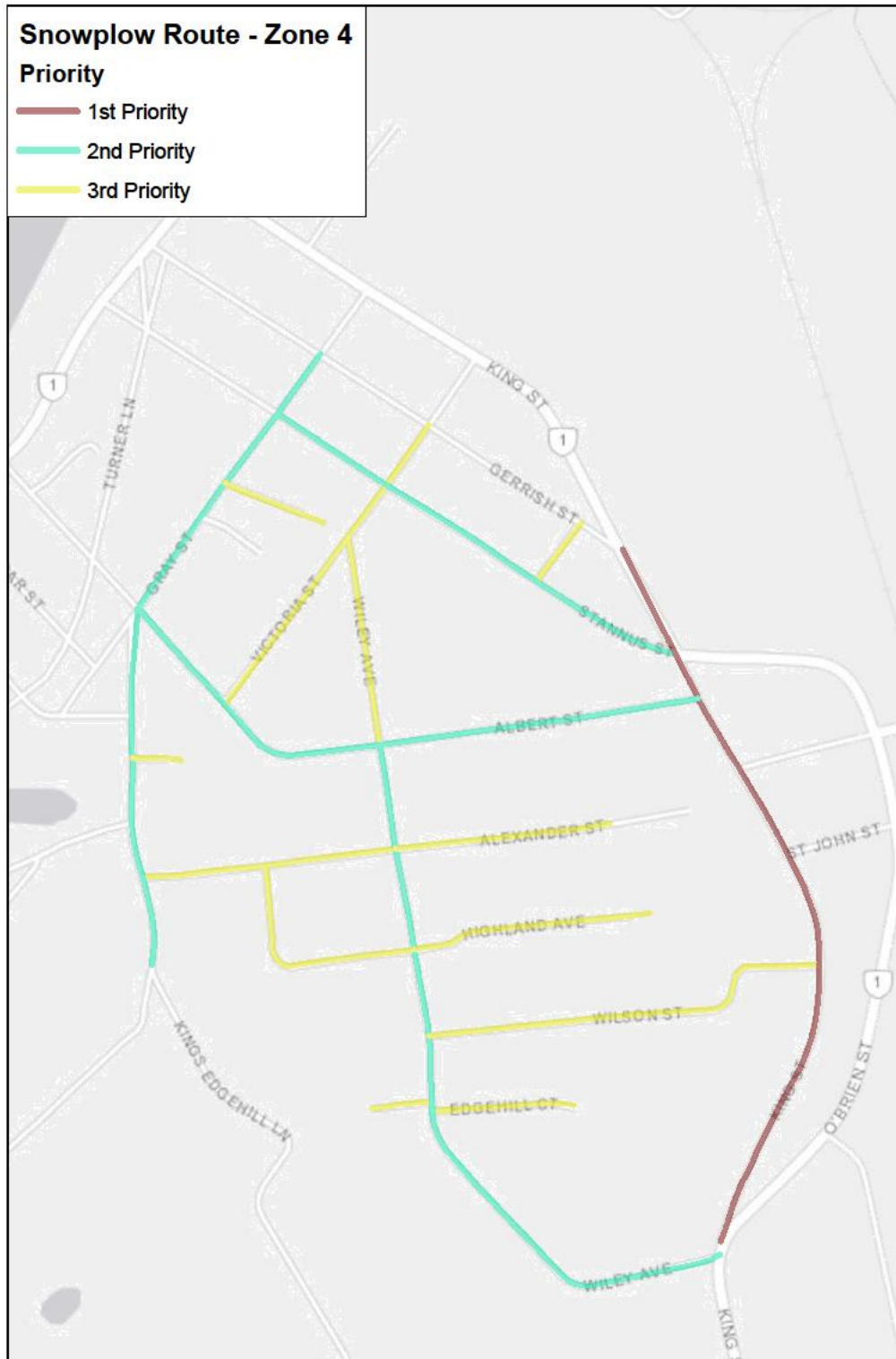


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Standard Operating Procedures Winter Operations Snow Clearing and Ice Control



WEST HANTS REGIONAL MUNICIPALITY



Standard Operating Procedures Winter Operations Snow Clearing and Ice Control

APPENDIX B TERMINOLOGY

In an effort to avoid confusion, the following standardized terminology with activity definitions is established. When directed to do so, operators will perform winter maintenance tasks in accordance with these definitions.

Treat Roads Roads will be spread with salt, treated salt, sand or a combination. The Superintendent of Operations and Public Works Supervisor or designate will determine the proportion of the treatment. Product will be spread along the centerline of the roadway in a width of two to four feet.

Sand Roads Roads will be spread with “straight” sand over the travel width of a gravel road. It may be necessary to spread in both directions to get a complete coverage.

Treat Route Go over assigned route spreading a treatment product on all roads, intersections and cul de sac in such a manner that one backtracks as little as possible.

Treat Priority (1, 2, or 3) Treat a certain priority of streets. Depending on conditions.

Open Just keeps the center of roads open; not spending a lot of time clearing routes, intersections or turn arounds. This normally will be requested while snow is falling and there is a need to finish the drivers’ routes in as short a time as possible.

Cleanup Clean up and push back all roads. Clean-up intersections, turn arounds, routes and cul de sacs. Some areas may require more than one pass.

Slush Off Scrape off any snow/ice that has loosened up from treating with salt. Normally, it will require one pass each way unless advised to slush off and clean up.

Push/Back After several large storms it may be necessary to send equipment out to shelf or back snow windrows. A loader will normally go along to clean up and intersections, and / or snow blower attachments will be used along the curbs.

WEST HANTS REGIONAL MUNICIPALITY



Standard Operating Procedures Winter Operations Snow Clearing and Ice Control

APPENDIX C SNOW CLEARING AND ICE CONTROL EQUIPMENT

ID	Type	Description	Fuel Type	Year	Plow Blade	Salt Spreader
31-20	Work Truck	Dodge 3500	Diesel	2020	Western Prodigy (9'6")	Saltdog (2.0 yd ³)
34-19	Work Truck	Dodge 3500	Gas	2019	Boss Power VXT (9'2")	Saltdog (2.0 yd ³)
35-13	Work Truck	Dodge 3500	Diesel	2013	Western MVP Plus (9'6")	Western Striker (3.0 yd ³)
41-11	Work Truck	Ford F-450	Diesel	2011	Fisher Minute Man (9'6")	Western Tornada (2.5 yd ³)
42-18	Work Truck	Dodge 5500	Diesel	2018	Western Pro Plus HD (10'0")	Western Tornada PreWet (2.5 yd ³)
43-16	Work Truck	Dodge 5500	Gas	2016	Western MVP 3 (9'6")	N/A
50-11	Dump Truck	International	Diesel	2011	Tenco (11'0")	In-Box Salt Spreader
51-16	Dump Truck	International	Diesel	2016	Tenco (11'0")	In-Box Salt Spreader
52-12	Dump Truck	International	Diesel	2012	N/A	N/A
60-19	Loader	John Deere	Diesel	2019	Plow & Wing / Snow Scoop / Snow Bucket	N/A
61-77	Loader	Michigan	Diesel	1977	Tenco Plow & Wing	N/A
62-17	Loader	Wacker Neusson	Diesel	2017	HLA Snow Scoop / Sidewalk X-Wing / Snowblower	Rivard Rear-Mount Spreader
63-18	Loader	Wacker Neusson	Diesel	2018	SSTA Snow Scoop / Sidewalk X-Wing / Snowblower	Galvanized Rear-Mount Spreader
64-11	Loader	Wacker Neusson	Diesel	2011	N/A	N/A
65-08	Loader	John Deere Backhoe	Diesel	2008	Steel Angle (10'0")	N/A
66-19	Sidewalk Machine	MT 7	Diesel	2019	HV5 Blade / Snowblower	Rear-Mount Salt Spreader

WEST HANTS REGIONAL MUNICIPALITY



Standard Operating Procedures Winter Operations Snow Clearing and Ice Control

67-06	Sidewalk Machine	MT 5	Diesel	2006	V3 Blade / Snowblower	Rear-Mount Salt Spreader
68-16	Sidewalk Machine	MT 6	Diesel	2016	HV5 Blade / Snowblower	Rear-Mount Salt Spreader

APPENDIX D SNOW AND ICE OPERATIONS INFORMATION LETTER (November 10, 2020)

SNOW AND ICE OPERATIONS

The West Hants Regional Municipality (WHRM) provides a very high level of service in relation to snow and ice operations in the entire region for the streets within our responsibility. There is an even higher expectation from the general public and business owners. As part of the winter operations the Public Works Staff works to clear snow and ice as quickly as possible around the clock while keeping a consistent level of service within each community and the below points in mind. This is done to the best of Staff's ability based on many factors outside of their control. Some but not all of these factors are equipment breakdown, staff availability and hours of work, safety, type timing and length of storms, weather forecast accuracy, emergency events including water breaks and public interference such as parked cars on streets traffic and pedestrians.

During a Snow Ice Event

- First and foremost priority routes are kept open. These are Emergency routes and main travel routes.
- If contacted by an emergency organization, such as RCMP, EHS, or Fire Departments, then their needs become our priority (this happens more than most realize).
- During storms the snow/ice removal crew strive to open every street with at least one pass of a plow or salter as soon as possible. This does not mean both lanes are necessarily bare asphalt. During the height of some storms it can be a struggle to do this and may have to be done more than once to be noticeable.
- Sidewalks are normally salted and/or plowed at the beginning of a storm to make it easier for residence to get home and out of harm's way.
- During the height of some storm the sidewalks are not plowed if crews cannot keep up, this becomes futile and not an efficient use of manpower and an unnecessary equipment expense.

Towards the End of an Event

- Crews start to push back the snow to widen the streets.
- Crews open up the sidewalks with hospital, schools, and church routes, as well as business areas as priorities, the causeway trail is the last priority.

WEST HANTS REGIONAL MUNICIPALITY



Standard Operating Procedures Winter Operations Snow Clearing and Ice Control

After a Snow Event

- Crews continue to widen streets and sidewalks.
- Snow is sometimes removed by pushing or trucking away. If or when this happens can depend on amounts of snow down and weather forecasts

General Winter Conditions not Considered an Event

- Ongoing street and sidewalk inspections take place 24/7.
- Reactions based on the inspections.
- Reactions based on complaints.

One of the most important things to consider regarding snow and ice control is although much planning goes into every event and the above points are considered, no two storms are the same. The factors outside of Staff's control are always different and the General Public's and Business Owners individual perspectives can differ and are always changing based on what is happening in their lives.

The Public Works Departments objective is to balance all of the points, factors and perspectives in order to react as needed to safely and efficiently control the snow and ice throughout the whole Region, to keep the General Public and Business Owners safely moving with as little disruption as possible.

Troy Burgess

Manager of Operations
Traffic Authority



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input checked="" type="checkbox"/>	Recommendation <input type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: West Hants Committee of the Whole

Submitted by: _____
Kathy Kehoe, Director Community Development

Date: February 7, 2023

Subject: Former Dominion Atlantic Railway (DAR) Corridor (Mantua to South Maitland)

LEGISLATIVE AUTHORITY

Municipal Government Act Sections 47, 50 & 65

RECOMMENDATION or DECISION REQUEST

N/A

BACKGROUND

Property <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input checked="" type="checkbox"/>	Economic <input checked="" type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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In April 2022 Council received an information report from staff with respect to the former Dominion Atlantic Railway Corridor (Mantua to South Maitland).

The rail line PID #45225174, Mantua to South Maitland was owned by Landar Holdings Ltd and, in its entirety is approximately 58.5 kms long with 14.4 kms in the West Hants Regional Municipality.

It was identified that staff would proceed with the possible purchase of the corridor in partnership with the Municipality of East Hants.

DISCUSSION

Staff have worked cooperatively with Landar Holdings Limited and in partnership with the Municipality of East Hants with respect to the purchase of the Former (DAR) Rail Line in its entirety. This purchase and sale agreement for the Stanley to Mantua section was signed on January 31, 2023.

Staff will work with our Active Transportation Committee to coordinate the development of the WHRM parcel and the multi-purpose trail.

This is a very exciting time for West Hants Regional Municipality with the opportunity that this purchase creates for our residents and those that wish to visit our area and is one Council should be very proud of.

NEXT STEPS

An initial meeting will also be held with the stakeholders and the general public to discuss our next steps. In the interim staff will commence with trail immediate trail maintenance relating to safety.

FINANCIAL IMPLICATIONS

In the 2022/23 Capital Budget West Hants Municipal Council approved \$250,000 Recreational Property, Active Transportation and Community Trail Opportunities, \$150,000 toward the purchase price funded through long-term borrowing and \$100,000 to upgrade the trail and infrastructure to a safe standard, funded through Canada Community Building Fund.

The purchase price of the rail line section located in the West Hants Regional Municipality was \$106,250 plus net HST of \$4,558, plus Real Property Tax of \$281.65 for a total of \$111,089.65.

ALTERNATIVES

N/A

ATTACHMENTS

Stanley to Mantua Rail Corridor Map

West and East Hants Former Rail Line Map

CHIEF ADMINISTRATIVE OFFICER REVIEW

As noted in the report, securing this transportation route for a multi-purpose trail is very significant for both the municipalities. It not only connects our communities but through continued development of the Trans Canada Trail will connect our region to the rest of the Province and the rest of Canada.

A multi-year plan will be developed in conjunction with the “Trail Community” and its various stakeholders representing walkers, bicyclists, Off Highway Vehicles (OHVs), equestrians, runners, snowshoers, dog sledding and many, many more groups.

Council’s commitment to securing this land and for creating the potential for a vibrant multi-use trail should be celebrated.

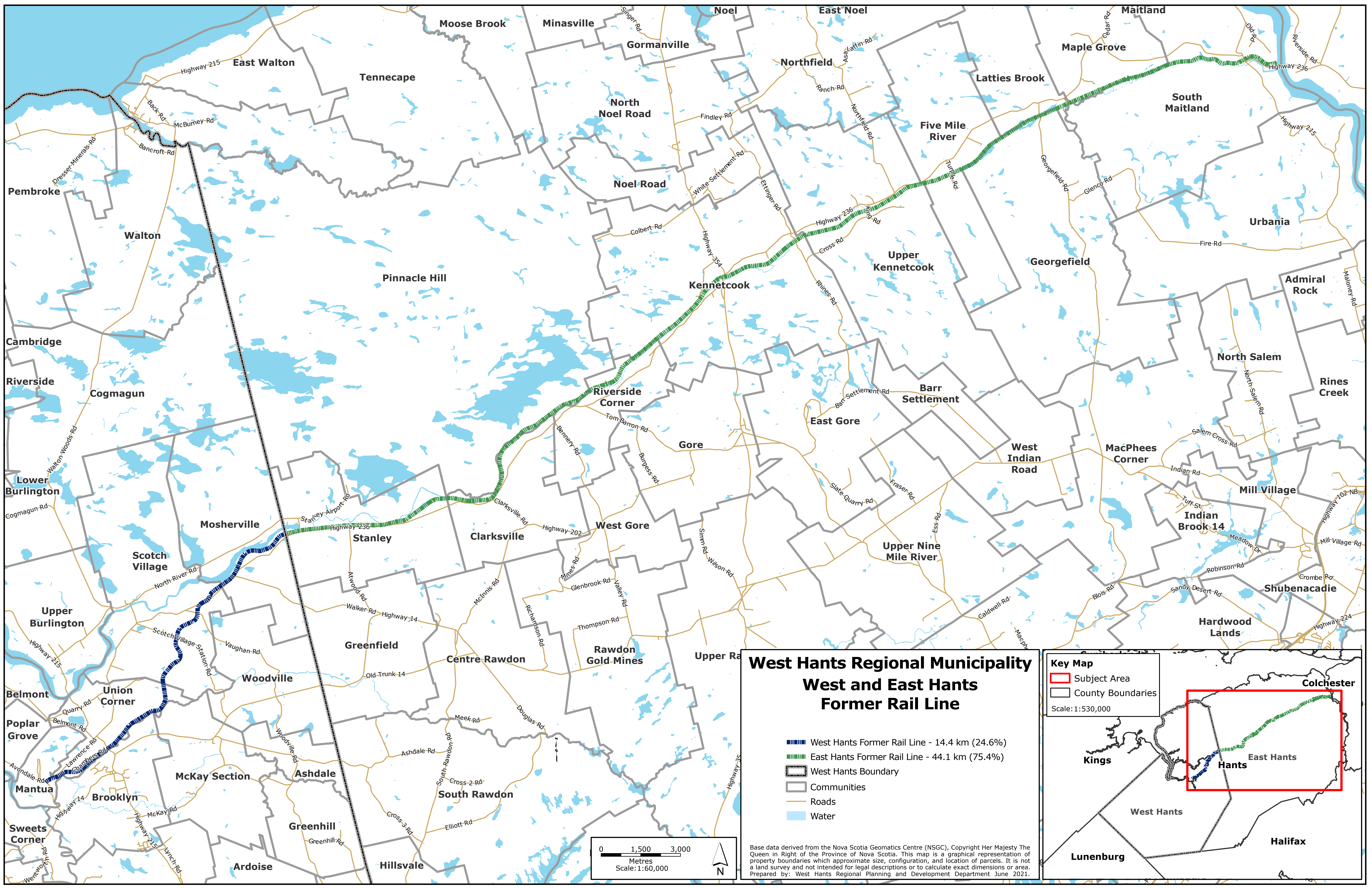
Special thanks to Landar and Scotia Investments for their ongoing care of the rail line and community use of the lands. Their willingness to sell the lands allows the communities to improve and expand its use.

Report Prepared by: _____
Kathy Kehoe, Director Community Development

Report Reviewed by: _____
Diana Gibson, Acting Director, Financial Services

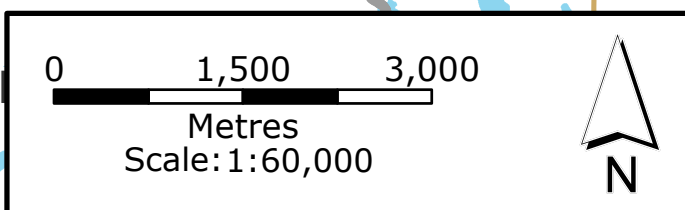
Report Approved by: _____

Mark Phillips, Chief Administrative Officer

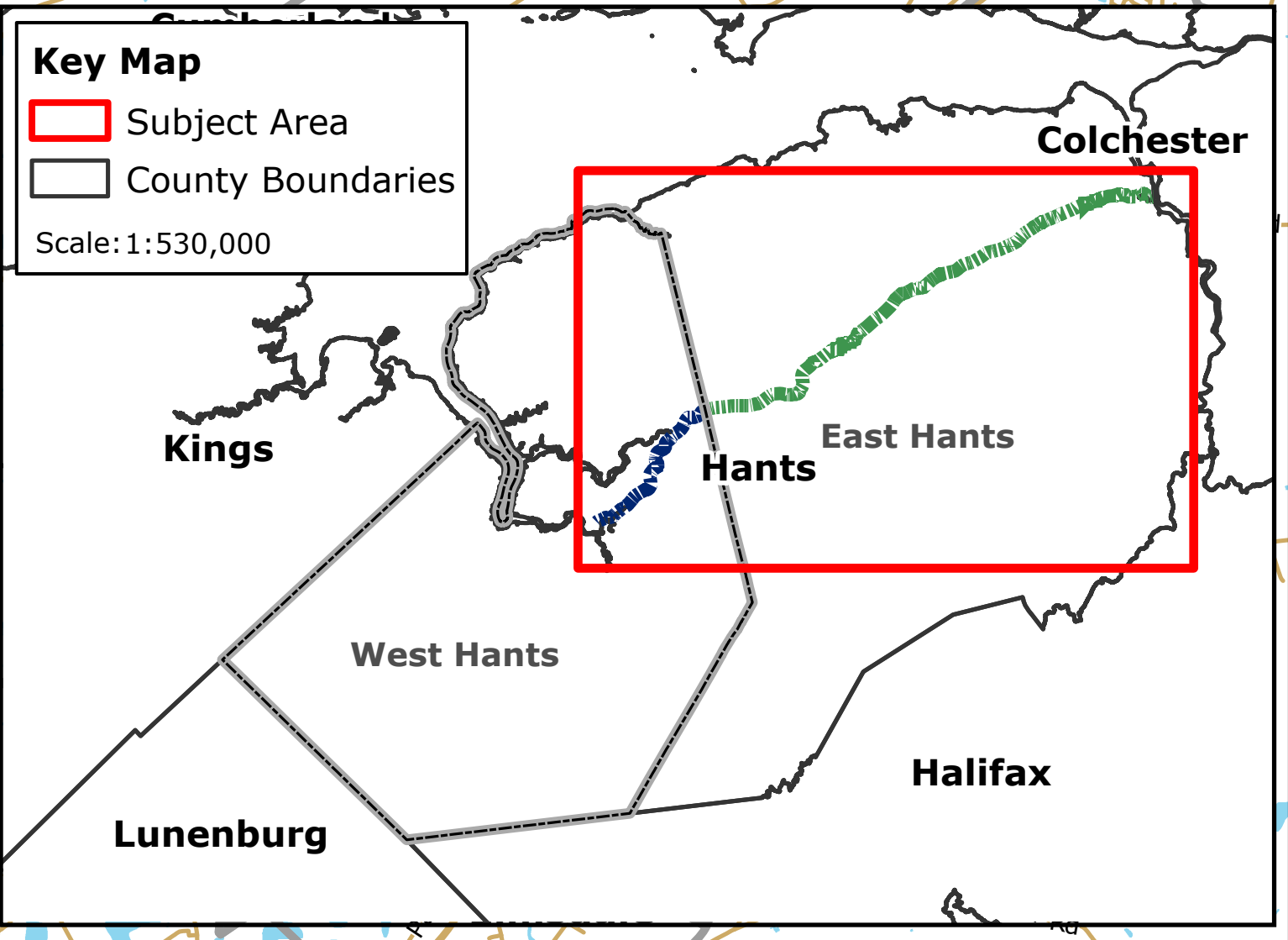


West Hants Regional Municipality West and East Hants Former Rail Line

- - - West Hants Former Rail Line - 14.4 km (24.6%)
- - - East Hants Former Rail Line - 44.1 km (75.4%)
- West Hants Boundary
- Communities
- Roads
- Water



Base data derived from the Nova Scotia Geomatics Centre (NSGC), Copyright Her Majesty The Queen in Right of the Province of Nova Scotia. This map is a graphical representation of property boundaries which approximate size, configuration, and location of parcels. It is not a land survey and not intended for legal descriptions or to calculate exact dimensions or area. Prepared by: West Hants Regional Planning and Development Department June 2021.

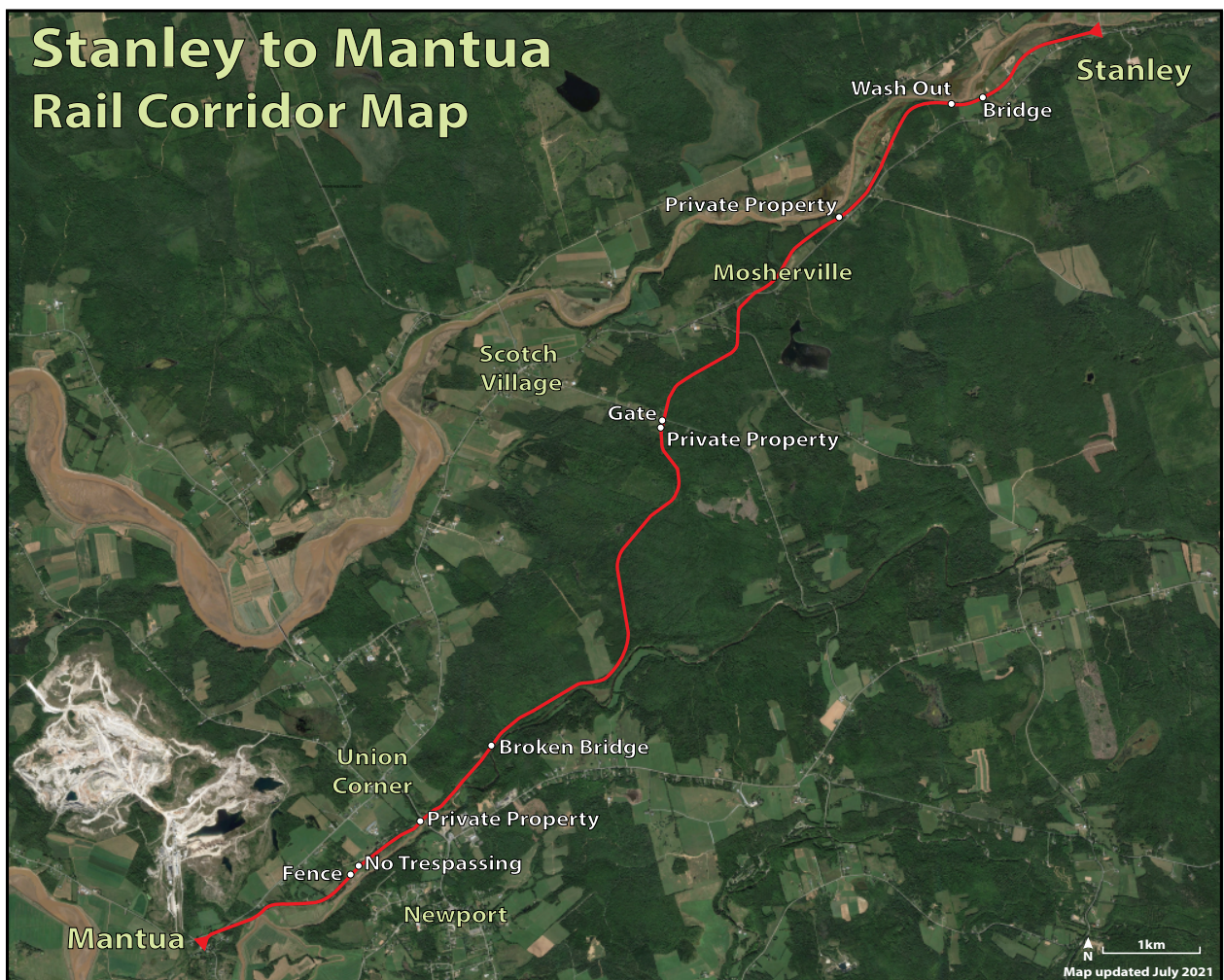


STANLEY TO MANTUA RAILWAY CORRIDOR BASIC CONDITIONS EVALUATION REPORT

JULY 2021

On July 10, 2021 a visual inspection of the rail corridor between Stanley and Mantua was completed. The route is approximately 15km end to end, current ownership is under LANDAR HOLDINGS LIMITED.

For the corridor inspection, we started at North River Road in Stanley and ended near Avondale Road in Mantua. We completed the tour by bicycle.



Generally the corridor was clear of any major obstructions with only a few areas with (generally fresh) windfall blocking the trail. The trail surface was gravel or sand with some lesser used sections being grassed over (*mainly as you approach Mantua*). No railway ties or tracks were encountered.

Overall the trail appeared to be getting moderate use. On the day of the inspection we saw ATV and bicycles on the trail and plenty more ATV tracks on the ground. No foot traffic was seen on the day and no footprints noticed. ATV'ing does appear to be a primary summer use from our observations.

Several areas with potential hazards had already been marked on site (*we have been unable to determine whom by*). Traffic cones have been used to mark wash outs and other damage to the tread, flagging tape has been strung in areas (*potentially to mark areas needing brushing*) and caution tape along the abutments of a torn down bridge.

Key Areas/ Items of Interest:

A: Makeshift bridge at about 1.5km from North River Rd. Roughly 30ft long.

B: Wash out along river bank about 2km from North River Rd. Approximate effected distance is 100 feet. The area could be passed by safely at the time of inspection.

C: Torn down bridge at 1km East of Route 251. Old structure would have been roughly 30 feet long. An alternative route was available to the side.

D: Trail blocked by fence 1km West of Route 251 where the corridor passes through an active cow pasture.

E: Several stop signs, traffic cones, flagging and other markings found along the route.

GPS Data:

We have included a Google Earth file with our report to help you track areas of interest on the old rail line. Included in the file are waypoints for the following...

- Locations of any gates
- No trespassing or private property signs
- Locations of bridges

Supporting Photos / Video:

Attached with our report are photos of the conditions and a video slideshow of the route. The time-lapse video was set to take a photo every 10 seconds, this would show a snapshot of the trail approximately every 20 to 50m.

Recommended Next Steps:

If there is interest in taking on management and or ownership of this rail corridor then we recommend at minimum taking the following actions...

- *Contacting landowners along side the trail and seeking their input*
- *Having an engineer inspect the corridor and structures*
- *Complete a more detailed inspection and project plan*
- *Reach out to local users and community groups (such as ATVNS, SANS & BNS) to gather project support*

With ATV's being one of the primary users of this trail any work done in the future to this trail should take in to account for this. Tread and corridor width as well as any bridges developed would need to be designed for their loads.

NOTE: Due to the trail being blocked by a fence at the pasture a short section of the route has not been inspected at this point (between the fence shown on the map and the end at Mantua). We did inspect the first 250m from the Mantua side on foot, however about 1.5km has not been checked. We suggest after getting permission from landowners to complete a full visual inspection of this end to ensure nothing of significance has been missed.

Helpful Links and Resources:

Windsor and Hantsport Railway Wiki page:

https://en.wikipedia.org/wiki/Windsor_and_Hantsport_Railway

Windsor & Hantsport Railway (book published 2010)

<https://www.blurb.ca/b/2035105-windsor-hantsport-railway>

Dominion Atlantic Railway Wiki page:

https://en.wikipedia.org/wiki/Dominion_Atlantic_Railway

NS Trails: Construction Standards for Multi-use Trail on Abandoned Rail Corridors

<https://nstrails.com/wp-content/uploads/2018/10/Construction-Standards-for-R2T-Multiuse-Trail.pdf>

ATV Association of Nova Scotia (ATVANS)

<https://atvans.wildapricot.org>

Snowmobilers Association of Nova Scotia (SANS)

<https://www.snowmobilersns.com>

Bicycle Nova Scotia (BNS)

<https://bicycle.ns.ca>




West Hants
something inspiring awaits

WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Committee of the Whole

Submitted by: 
Mark Phillips, Chief Administrative Officer

Date: February 14, 2023

Subject: Tregothic Marsh

LEGISLATIVE AUTHORITY

RECOMMENDATION or DECISION REQUEST

It is recommended for Committee of the Whole to recommend to Council that:

Council direct the Chief Administrative Officer or designate to request an amendment to the Tregothic Marsh Body Land Use Regulations made under the Agricultural Marshland Conservation Act by the Province of Nova Scotia to remove items (b) residential or commercial structures and (d) new ponds for non-agricultural uses from the list of non-permitted uses found in article 3 of the regulations

Further

That the Chief Administrative Officer or designate represent the Municipality at future Tregothic Marsh Body Meetings

BACKGROUND

The Tregothic Marsh Body (TMB) is one of 80 plus bodies in the Province representing the views of property owners (members) which are located within the various Marsh areas within the Province.

Marsh bodies are consulted by the Provincial Marshland Commission and its' Marshland Administrator when a variance application is received by the Department of Agriculture for a development or use of lands within the marshland impacted. Marsh bodies are asked to comment on variance applications with the Marshland Administrator and provide feedback. The administrator will review the applications, feedback and regulations when deciding on the application.

The Marsh Bodies have the ability to request, through the Nova Scotia Marsh Commission, changes to regulations governing the respective marshlands. The TMB requested changes to the regulations in 2022 and were approved and made effective December 7, 2022. These changes have sparked feedback to the municipality by some marshland property owners as well as internal concerns from staff of the municipality.

- 3)** For the purposes of subsection (1), non-permitted works, uses or developments include all of the following:
- (a) land-fill sites or dumps of any kind;
 - (b) *residential or commercial structures;*
 - (c) drilled wells;
 - (d) *new ponds for non-agricultural uses;*
 - (e) hunting without permission.

In 2022 the Tregothic Marsh Body conducted their regular meetings and AGM and part of that process drafted changes to the Provincial Regulations resulting in the regulation changes. Reviewing meeting minutes of the TMB it appears that meeting attendance is not strong by property owners within the TMB. This is not the fault of the body, but low attendance may result in a lack of awareness or lack of a majority representation of its members point of view. Admittedly the municipality as a property owner / member of the TMB has not had consistent representation at meetings and did not attend the AGM in 2022 where these regulations changes were reviewed. Due to the lack of attendance forfeiting its vote or input on agenda items including regulation changes.

It is not the intent of this report to evaluate the performance or processes of the Tregothic Marsh Body but to identify the impacts of the regulation changes.

Property <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input checked="" type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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DISCUSSION

The regulations now have added restrictions to non-exempt areas within the TMB that were not present before December 2022. The TMB map and exempt area are provided for Council’s reference. The Marshland Administrator when receiving an application has added regulations when considering an approval or denial.

The primary concerns expressed by staff are the restriction of residential or commercial structures and new ponds for non-agricultural uses. Anticipated development will be impacted by the current regulations.

NEXT STEPS

FINANCIAL IMPLICATIONS

There are no direct financial implications for the municipality

ALTERNATIVES

- Council may choose not to comment on the matter leaving the regulations “as is”.
- Council may choose to support the motion in principle but assign a member of Council to the TMB

ATTACHMENTS

- Tregothic Marsh Body Land Use Regulations
- Tregothic Marsh Map (including exempt areas)
- Nova Scotia Agricultural Marshland Conservation Act

Tregothic Marsh Body Land Use Regulations
made under clause 14(e) of the
Agricultural Marshland Conservation Act
S.N.S. 2000, c. 22
N.S. Reg. 266/2022 (effective December 7, 2022)

Table of Contents

Please note: this table of contents is provided for convenience of reference and does not form part of the regulations.

[Click here to go to the text of the regulations.](#)

[Title](#)
[Uses and activities](#)
[Appendix “A”](#)

Title

1 These regulations may be cited as the *Tregothic Marsh Body Land Use Regulations*.

Uses and activities

- 2** (1) No person shall construct works or use or develop lands within, on, or affecting the Tregothic Marshland sections in any way that is not conducive to and in conformity with sound agricultural purposes and practices.
- (2) For the purposes of subsection (1), uses and activities deemed to be conducive to and in conformity with sound agricultural purposes and practices include all of the following:
- (a) the tilling of soil;
 - (b) the planting and harvesting of crops;
 - (c) the growing of grains and forage crops for livestock feed;
 - (d) the growing of grass and legume crops;
 - (e) the growing of food crops for human consumption;
 - (f) pest and weed control that will not negatively impact the water and drainage system on the marshland;

- (g) pre-existing exemptions, non-conforming uses, only where they presently exist
 - (i) Sewage Lagoon,
 - (ii) Areas of Exemption as noted in Appendix A (Tregothic Marshland Map).
- (3) For the purposes of subsection (1), non-permitted works, uses or developments include all of the following:
 - (a) land-fill sites or dumps of any kind;
 - (b) residential or commercial structures;
 - (c) drilled wells;
 - (d) new ponds for non-agricultural uses;
 - (e) hunting without permission.

Appendix “A”

Legislative History Reference Tables

Tregothic Marsh Body Land Use Regulations
Agricultural Marshland Conservation Act

N.S. Reg. 266/2022

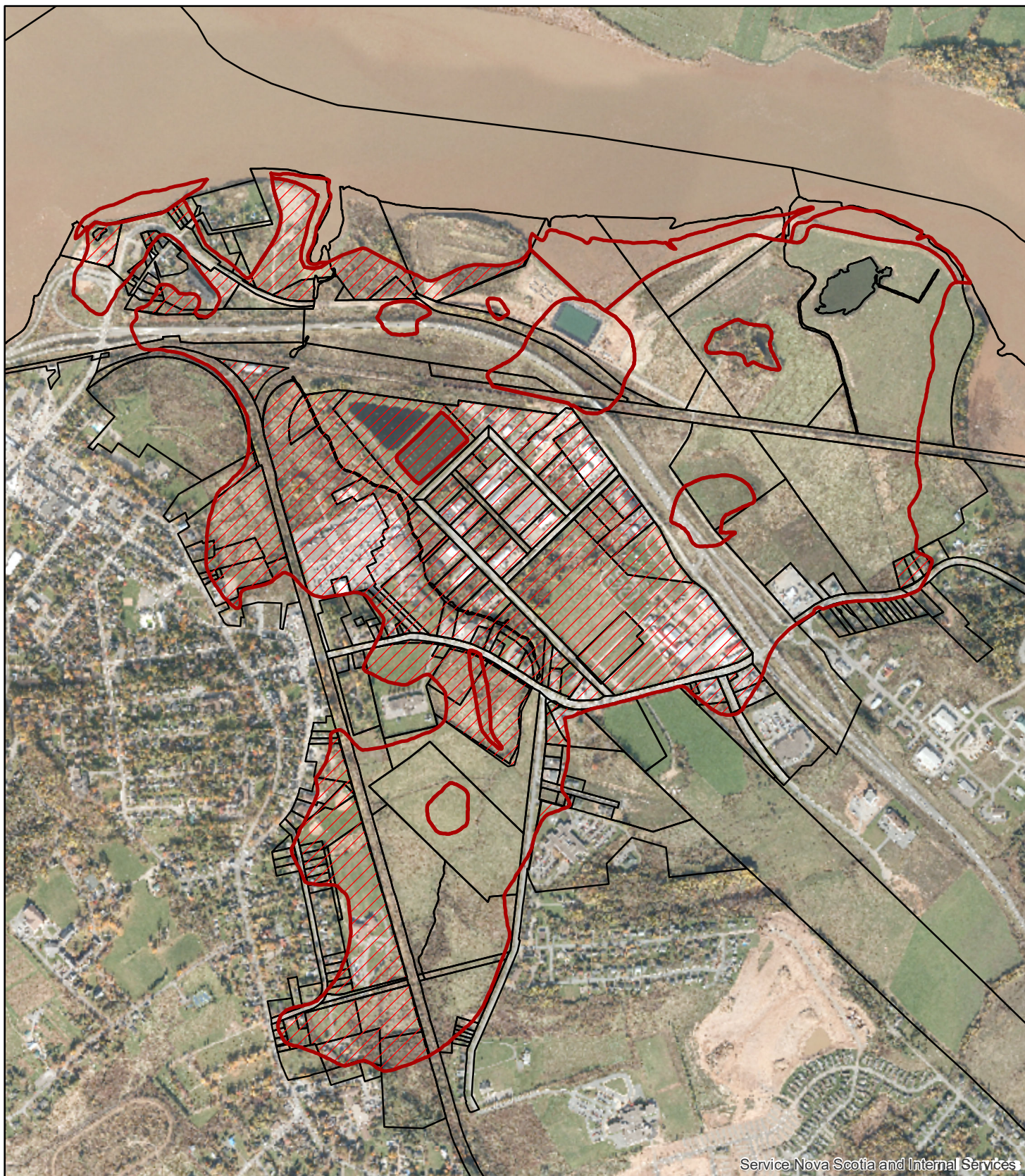
Note: The information in these tables does not form part of the regulations and is compiled by the Office of the Registrar of Regulations for reference only.

Source Law

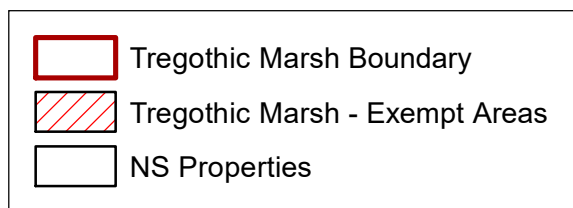
The current consolidation of the *Tregothic Marsh Body Land Use Regulations* made under the *Agricultural Marshland Conservation Act* includes all of the following regulations:

N.S. Regulation	In force date*	How in force	Royal Gazette Part II Issue
266/2022	Dec 7, 2022	date filed (not filed within 7 days)	Dec 16, 2022

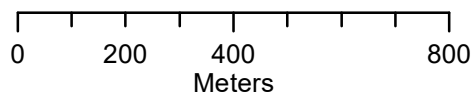
Tregothic Marsh - NS68 Exempt Areas



Service Nova Scotia and Internal Services



Data: NSGC
NSDA





Agricultural Marshland Conservation Act

CHAPTER 22

OF THE

ACTS OF 2000

amended 2001, c. 1, ss. 2, 3; 2001, c. 6, s. 96; 2004, c. 38, s. 26;
2009, c. 7

NOTE - This electronic version of this statute is provided by the Office of the Legislative Counsel for your convenience and personal use only and may not be copied for the purpose of resale in this or any other form. Formatting of this electronic version may differ from the official, printed version. Where accuracy is critical, please consult official sources.

An Act for the Conservation of Agricultural Marshland

Short title

1 This Act may be cited as the Agricultural Marshland Conservation Act. *2000, c. 22, s. 1.*

Interpretation

2 In this Act,

- (a) "Commission" means the Agricultural Marshlands Conservation Commission;
- (b) "development" includes the erection, construction, alteration, placement, location, replacement or relocation of, or addition to, a structure or a change or alteration in the use made of lands or structures;
- (c) "marsh body" means a marsh body incorporated pursuant to this Act or continued by this Act;
- (d) "marshland" means land that is
 - (i) subject to periodic tidal flooding, and
 - (ii) designated by the Minister as marshland pursuant to this Act or Chapter 274 of the Revised Statutes, 1989, the Marshland Reclamation Act;

- (e) "Marshland Administrator" means the Marshland Administrator appointed pursuant to this Act and includes a person acting under the supervision and direction of the Marshland Administrator;
- (f) "marshland section" means an area of marshland that may be effectively dealt with as a unit in the construction and maintenance of works;
- (g) "Minister" means the Minister of Agriculture;
- (h) "rates" means rates levied pursuant this Act, including interest on rates;
- (i) "works" includes dykes, aboiteaux, breakwaters, canals, ditches, drains, roads and other structures, excavations and facilities for the conservation, development, improvement or protection of marshland to a standard appropriate for agricultural purposes. *2000, c. 22, s. 2; 2009, c. 7, s. 1.*

Supervision and management

3 The Minister has the general supervision and management of this Act. *2000, c. 22, s. 3.*

Powers of Minister

- 4 (1) Subject to the approval of the Governor in Council, the Minister may construct works to develop marshland for agricultural purposes.
- (2) The Minister may reconstruct, repair, operate and maintain any works for the protection, drainage and improvement of marshland for agricultural purposes.
- (3) The costs and expenses incurred as a result of the activities carried out pursuant to subsections (1) and (2) shall be paid from moneys appropriated annually by the Legislature.
- (4) For the purpose of carrying out the activities authorized by this Section, the Minister may
- (a) enter into agreements with the Government of Canada, the government of any other province of Canada, any department, body or person;
- (b) purchase, dispose of or rent real and personal property;
- (c) engage all necessary employees, consultants, contractors or other persons;
- (d) take or authorize any person to take any action that may be necessary for carrying out the purpose of this Act. *2000, c. 22, s. 4 .*

Designations

- 5 (1) The Minister may, by order, designate and fix the boundaries of any marshland section for the purpose of carrying out any works or projects pursuant to this Act.
- (2) A marshland section designated pursuant to subsection (1) may include any lands adjacent to the marshland that the Minister considers necessary for the construction and maintenance of any works.
- (3) Where the designation of a marshland section has been made pursuant to this Section, the Minister shall
- (a) publish a notice containing a description of the marshland section in the Royal Gazette;

(b) deposit a description of the marshland section in the office of the registrar of deeds for the registration district in which the marshland section is situate or where the marshland section is located in one or more parcels of land registered pursuant to the Land Registration Act, record the legal description in the register or registers established for that parcel or those parcels pursuant to that Act ; and

(c) give notice of the designation and a description of the marshland section to the owner of the marshland section. *2000, c. 22, s. 5; 2001, c. 6, s. 96; 2004, c. 38, s. 26.*

Effect of designation

6 Any area designated by the Minister as a marshland section pursuant to Section 5 is marshland for the purpose of this Act. *2000, c. 22, s. 6.*

AGRICULTURAL MARSHLAND CONSERVATION COMMISSION

Composition, remuneration and staff

7 (1) The Governor in Council may appoint an Agricultural Marshland Conservation Commission consisting of not more than five members.

(2) The Governor in Council shall appoint one member to be the Chair of the Commission.

(3) The Governor in Council shall appoint, from the public service of the Province, a suitable person to be the Secretary of the Commission.

(4) A majority of members of the Commission constitutes a quorum.

(5) Each member of the Commission shall be paid such remuneration as determined by the Governor in Council.

(6) Each member of the Commission shall be reimbursed as determined by the Governor in Council for reasonable travel and other expenses incurred by that member in carrying out the duties of a member of the Commission.

(7) Each member of the Commission holds office for a period of up to three years unless the appointment is revoked and is eligible for re-appointment.

(8) A vacancy on the Commission does not impair the ability of the Commission to act. *2000, c. 22, s. 7.*

Duties of Commission

8 The Commission shall

(a) advise the Minister on matters related to the conservation and protection of marshland and its development and maintenance;

(b) hear appeals pursuant to this Act;

(c) study and examine proposals for the construction, reconstruction, recondition, repair, maintenance, conduct or operation of works and make recommendations to the Minister;

- (d) approve rules made by a marsh body respecting works and land within a marshland section; and
- (e) perform such further or other duties as may be assigned to it by this Act or the regulations. *2000, c. 22, s. 8.*

Expenses

9 The administration expenses of the Commission are administration expenses of the Department of Agriculture. *2000, c. 22, s. 9; 2009, c. 7, s. 2.*

MARSHLAND ADMINISTRATOR

Appointment and duties

10 The Minister shall appoint from the public service of the Province a suitable person to be the Marshland Administrator who shall perform such duties as are imposed by this Act or the regulations. *2000, c. 22, s. 10.*

MARSH BODIES

Incorporation of marsh bodies

- 11 (1) The owners of marshland in any marshland section may petition the Commission requesting that they be incorporated as a marsh body for that marshland section.
- (2) The petition shall set forth
- (a) the boundaries and size of the marshland section;
 - (b) the names and addresses of all persons believed to be, after due inquiry, the owners of marshland within the marshland section;
 - (c) the approximate amount of marshland owned by each owner within the marshland section;
 - (d) the proposed name of the marsh body; and
 - (e) the names of not more than nine persons to be the provisional executive committee of the marsh body.
- (3) Subject to subsection (4), where the Minister is satisfied that
- (a) the petition is signed by not less than two thirds of the owners of marshland within the marshland section;
 - (b) the persons signing the petition are the owners of not less than one half of the marshland within the marshland section; and
 - (c) the Commission recommends that the owners be constituted as a marsh body,
- the Minister may, by issuing a certificate in a form prescribed by the regulations, constitute the owners of land within the marshland section as a body corporate under the name set out in the certificate.

- (4) Except in exceptional circumstances, a marsh body may not be incorporated for any marshland other than a marshland section, but in such circumstances a certificate of incorporation may be issued for marshland that comprises less than a marshland section or that comprises more than one marshland section.
- (5) A certificate of incorporation issued pursuant to this Act shall be published in the Royal Gazette.
- (6) Each marsh body incorporated pursuant to Chapter 274 of the Revised Statutes, 1989, the Marshland Reclamation Act, and in existence immediately before the coming into force of this Act is continued as a body corporate with the same powers and functions as a marsh body incorporated pursuant to this Act. *2000, c. 22, s. 11.*

Membership of bodies

- 12 (1) Every person who is an owner of marshland in a marshland section is a voting member of the marsh body incorporated for the marshland.
- (2) A member of a marsh body may, by instrument in writing filed with the secretary of the marsh body, nominate another person who is a tenant, occupant or manager of the marshland owned by the member to represent the member at meetings of members of the marsh body.
- (3) A person nominated is, until the nomination is rescinded, a member of the marsh body and, without restricting the generality of the foregoing, has, at meetings of members of the marsh body, all the rights and privileges of the member represented and is eligible for election to and to serve as a member of the executive committee of the marsh body.
- (4) At any meeting of the marsh body, a member that is a corporation may vote in the manner prescribed by the by-laws of the marsh body. *2000, c. 22, s. 12.*

Variation of boundaries

- 13 (1) The Minister may vary the boundaries of a marshland section for which a marsh body is incorporated by adding marshland to the section or excluding marshland from the section where
- (a) the Commission recommends that the Minister make the variation; and
- (b) the Minister is satisfied that
- (i) a resolution requesting the variation has been passed at a general or special meeting of the members of the marsh body by a vote of not fewer than two thirds of the members of the marsh body present at the meeting, and
- (ii) the owners of not less than two thirds of the marshland proposed to be added or excluded favour the variation.
- (2) Where the Minister varies the boundaries of a marshland section for which a marsh body was incorporated,
- (a) each owner of marshland added to the marshland section is a member of the marsh body;
- (b) any marshland added to the marshland section is subject to this Act;

(c) each owner of marshland excluded from the marshland section ceases to be a member of the marsh body if, as a result of the variation, the owner ceases to own any land in the marshland section; and

(d) any marshland excluded from the marshland section ceases to be subject to this Act.

(3) Where a variation is made pursuant to this Section, the Minister shall insert a notice containing a description of the area in of the Royal Gazette. *2000, c. 22, s. 13.*

Powers of marsh bodies

14 A marsh body may

(a) acquire, use, sell and lease real and personal property;

(b) construct, reconstruct, recondition, repair, maintain, conduct and operate works;

(c) enter into agreements with the Minister or other persons for the construction, reconstruction, reconditioning, repairing, maintenance, conduct or operation of works;

(d) make by-laws not inconsistent with this Act for the regulation of its business and affairs;

(e) subject to the approval of the Commission, make rules respecting works and land within or affecting the marshland section;

(f) raise money for its purposes by borrowing or by the levying of rates pursuant to this Act;

(g) prepare a mission or an objectives statement;

(h) do and perform all other acts and things incidental or conducive to the attainment of its objects. *2000, c. 22, s. 14.*

Executive Committee

15 (1) Each marsh body shall have an executive committee.

(2) The executive committee consists of such number of members of the marsh body as are prescribed by the by-laws of the marsh body.

(3) The executive committee has the management and direction of the business and affairs of the marsh body. *2000, c. 22, s. 15.*

Execution of document

16 All documents to which a marsh body is a party shall be executed on behalf of the marsh body by the chair and the secretary of the executive committee of the marsh body or by such members of the executive committee as the executive committee may authorize. *2000, c. 22, s. 16.*

Provisional executive committee

17 (1) Those persons who are, in a petition requesting the incorporation of a marsh body, named as the provisional executive committee of the marsh body constitute the provisional executive committee of the

marsh body and are the first executive committee of the marsh body.

(2) The members of the provisional executive committee hold office and are the executive committee of the marsh body until their successors are elected pursuant to the by-laws of the marsh body.

(3) The provisional executive committee shall elect from their number a chair and a secretary.

(4) The provisional executive committee shall call an organization meeting of the members of the marsh body, not later than three months from the date of publication of the certificate of incorporation.

(5) At the organization meeting, by-laws of the marsh body shall be adopted and an executive committee consisting of the number of persons prescribed by the by-laws shall be elected.

(6) A member of the executive committee elected at a general meeting of the marsh body holds office for a term as prescribed by the by-laws and may be re-elected. *2000, c. 22, s. 17.*

Chair and secretary of executive committee

18 (1) The members of the executive committee of a marsh body shall, at their first meeting after the organization meeting of the marsh body and, after each general meeting, elect one of their number to be chair of the executive committee.

(2) The chair of the executive committee is also the chair of the marsh body and shall preside over meetings of the executive committee and the marsh body.

(3) At the same meeting, the executive committee of a marsh body shall elect a secretary.

(4) The secretary of the executive committee is also the secretary of the marsh body. *2000, c. 22, s. 18.*

Filling of vacancies

19 When a vacancy occurs on the executive committee of a marsh body, the remaining members may appoint a successor to the member whose office becomes vacant, and the person appointed holds office until the next general meeting of the marsh body, when the vacancy shall be filled for the unexpired portion of the term. *2000, c. 22, s. 19.*

Frequency of meetings

20 The executive committee of a marsh body shall meet as frequently as may be necessary to attend to the business and affairs of the marsh body, and shall be convened by the chair of the executive committee at any time when at least two members of the marsh body request the meeting in writing. *2000, c. 22, s. 20.*

Annual report

20A Within ninety days after the end of each calendar year, the executive committee of a marsh body shall meet and submit to the Commission a report respecting the activities of the marsh body during that calendar year. *2009, c. 7, s. 3.*

Quorum

21 A majority of the members of the executive committee of a marsh body constitutes a quorum. *2000, c. 22, s. 21.*

Fiscal year

22 The financial year of a marsh body shall be fixed by the by-laws of the marsh body. *2000, c. 22, s. 22.*

Meetings of members of body

23 (1) There shall be general meetings of the members of a marsh body as prescribed by the by-laws of the marsh body and at a time and place determined by the executive committee of the marsh body.

(2) A special meeting of the members of the marsh body may be called and held in the manner prescribed by the by-laws of the marsh body. *2000, c. 22, s. 23.*

Voting rights

24 (1) At an organization meeting and at any other meeting of a marsh body within one year after its incorporation each member of the marsh body may vote.

(2) Notwithstanding subsection (1), a member may not vote at a meeting of the marsh body if, after one year from the date of its incorporation, all rates levied upon the member's land, pursuant to this Act, prior to one year before the date of the meeting have not been paid. *2000, c. 22, s. 24.*

Notice of time and place of meeting

25 The chair or secretary of the executive committee of a marsh body shall give notice of the time and place of each general or special meeting of the marsh body by mailing a notice to each owner at the owner's last known address at least ten days before the date of the meeting. *2000, c. 22, s. 25.*

Report of executive committee

26 The executive committee of a marsh body shall, at each general meeting of the marsh body, present a report of its administration of the affairs of the marsh body and an audited financial statement covering its administration since the last general meeting. *2000, c. 22, s. 26.*

Auditor

27 (1) The members of a marsh body shall, at the organization meeting and at each general meeting of the marsh body, appoint an auditor or auditors who shall examine the accounts of the marsh body.

(2) The auditor shall have free access at all times to the books, accounts and vouchers of the marsh body and may require from the officers and secretary of the marsh body any information and explanation necessary for the performance of the duties of the auditor.

(3) The auditor may be paid for services such compensation as the executive committee of the marsh body determines.

(4) The executive committee of the marsh body shall publish the auditor's report and provide each member with a copy of the report. *2000, c. 22, s. 27.*

Estimates and reserve fund

28 (1) The executive committee of a marsh body shall annually prepare estimates of the amount required for the purposes of the marsh body for the ensuing year, making allowances for losses and expenses that may occur in the collection of rates pursuant to this Act and for rates that may not be collected or collectable, and shall present the estimates to a general meeting of the marsh body for approval of the marsh body.

(2) In preparing its estimates, the executive committee may make provision for the raising of an amount that is not less than one per cent of the value at which all marshland within the marshland section is assessed for the purpose of levying rates pursuant to this Act to be placed in a special reserve fund.

(3) The executive committee may invest the special reserve fund in investments authorized by the Trustee Act.

(4) The special reserve fund may be used only for the payment of the cost of extraordinary work and no withdrawals shall be made from it without the approval in writing of the Commission. *2000, c. 22, s. 28.*

ASSESSMENT AND RATING

Preparation of lists and valuations

29 The executive committee of a marsh body shall

(a) in such manner as is prescribed by the regulations, prepare and make available for inspection by the owners an assessment list containing the name of each person who is, the owner of marshland for which the marsh body was incorporated, the owner's address, the number of hectares owned by the owner; and

(b) establish the value at which the land is assessed by the executive committee for the purpose of levying rates pursuant to this Act. *2000, c. 22, s. 29.*

Right to appeal

30 (1) Any person complaining of being wrongfully inserted or omitted in an assessment list may appeal to the executive committee of the marsh body.

(2) An appeal may be taken by giving notice of the appeal to the secretary of the executive committee within thirty days after the assessment list was made available for inspection.

(3) The executive committee, for the purpose of an appeal, may examine witnesses on oath or affirmation, administered by the chair of the committee, and the person appealing or any person interested in the appeal may call and examine witnesses on oath.

(4) The executive committee may, on an appeal or on its own motion,

(a) confirm or vary the number of hectares owned by any person;

(b) confirm or vary the value per hectare at which the land is assessed;

(c) add to the assessment list the name and assessment of any person improperly left off the assessment list if the person has been given notice of the addition and has had a reasonable opportunity to be heard; or

(d) strike off the assessment list the name and assessment of any person improperly entered. 2000, c. 22, s. 30.

Certification of lists

31 (1) The secretary of the executive committee of a marsh body shall certify that the assessment list was approved by the executive committee, and it shall be open to inspection at the office of the secretary by any owner of land within the marshland section.

(2) The assessment list after being certified binds all owners assessed on the list. 2000, c. 22, s. 31.

Rates

32 (1) The executive committee of a marsh body may, no later than April 15th in each year, levy a rate on each owner of land included in the marsh section for which the marsh body was incorporated in such an amount that the aggregate of all rates so levied is sufficient to raise the amount estimated by the executive committee as the amount of money required for the purposes of the marsh body for the ensuing year.

(2) The rate shall be

(a) based on the area of the land and expressed as so much per hectare of land; or

(b) based on the value of the land as established for the purpose of levying a rate pursuant to this Act and expressed as so much on each dollar of the value of the land.

(3) In subsection (2), "land" does not include

(a) buildings;

(b) utility poles;

(c) structures to be used for the generation of power; and

(d) such structures as the regulations may designate.

(4) A rate based on the value of the land may not be levied without the approval of the Commission.

(5) When the rate is fixed, the secretary of the executive committee shall have every owner rated in the assessment list served with a notice either personally or by mail showing the amount of the rate assessed for the current year as well as all arrears of the rate unpaid. 2000, c. 22, s. 32.

Recovery of rate

33 The amount due by any owner for a rate is a charge on the land and is a debt due to the marsh body and may be sued for and recovered as an ordinary debt in any court of competent jurisdiction. 2000, c. 22, s. 33.

Certificate as proof

34 In any action or proceeding for the recovery of a rate, a certificate appearing to be signed by the secretary of the executive committee of a marsh body is prima facie proof of the amount of the rate due

and of the liability of the owner named in the certificate without proof of the signature or appointment of the secretary. *2000, c. 22, s. 34.*

Collection of arrears

35 (1) Where an owner does not pay the rate assessed against that owner by July 1st in the year in which the rate has been levied, the secretary of the executive committee of the marsh body may issue a warrant for collection of the rate and of any arrears of the rate unpaid by the owner directed to any officer having jurisdiction in the place where the marshland section is situated.

(2) The officer shall, under the warrant, levy the amount mentioned in the warrant with costs and expenses of the collection by distress and sale of the goods and chattels of the owner named in the warrant.

(3) When the officer distrains upon goods or chattels, the officer shall advertise the sale for ten days in advance of the sale in a conspicuous place and, where the rate and the costs and expenses are not paid at or before the time appointed for the sale, or any adjournment of the sale, the goods and chattels shall be sold at public auction.

(4) The officer shall apply the proceeds of the sale toward payment of the rate and the costs and expenses incurred in the issue of the warrant, the making of the levy and the holding of the sale and, where any balance remains, it shall be paid to the owner assessed for the rate. *2000, c. 22, s. 35.*

Power of sale

36 (1) In addition to the other remedies provided in this Act for the collection of rates, the secretary of the executive committee of a marsh body may, in the manner provided by the Municipal Government Act for the sale of land for rates and taxes, sell or cause to be sold any marshland with respect to which rates are in arrears for a period of one year or more.

(2) For the purpose of a sale of land pursuant to this Section, the chair and the secretary of the executive committee have all the powers, privileges and authority of the mayor and treasurer, respectively, of a town.

(3) The secretary shall apply the proceeds of any sale in the following order:

- (a) first, in payment of the costs and expenses of the sale;
- (b) second, in payment of the rate and interest due the marsh body; and
- (c) third, in payment of municipal taxes and interest on the land sold,

and the balance, if any, shall be paid to the prothonotary of the Supreme Court of Nova Scotia of the justice centre area in which the land is situate to be paid out by the prothonotary as directed by an order of the Supreme Court. *2000, c. 22, s. 36.*

Manner of pursuing remedies

37 The remedies provided in this Act for the collection of rates may be pursued consecutively and in the order the executive committee of a marsh body deems best, but no land shall be sold in the manner provided for arrears of rates for which a judgment has been obtained. *2000, c. 22, s. 37.*

BORROWING POWERS

Powers of executive committee

38 With the approval of the Commission, the executive committee of a marsh body may, in the name of the marsh body, borrow money for the purpose of defraying expenditures of the marsh body. *2000, c. 22, s. 38.*

ENTRY AND DEVELOPMENT

Power of entry

39 Where the executive committee of a marsh body considers it is necessary for any purpose relating to the construction, maintenance or repair of works it may, without the consent of the owner, enter on any lands within the marshland section for which the marsh body was incorporated and do any work the executive committee considers necessary for its purposes. *2000, c. 22, s. 39.*

Expropriation

40 A marsh body may expropriate an easement in, over or relating to land for any purpose relating to the construction, maintenance or repair of works. *2000, c. 22, s. 40.*

Requirement for permit

41 (1) In this Section, "working day" means any day other than Saturday, Sunday, a holiday or another day on which the offices of the Government of the Province are closed.

(1A) Notwithstanding the Municipal Government Act or any other provision of this Act, no development shall, on and after November 7, 2000, be carried out in a marshland section unless

- (a) a permit for variance authorizing the development is granted by the Marshland Administrator; or
- (b) the development
 - (i) conforms with generally accepted farming practices that do not require structures to be built,
 - (ii) is necessary for the protection of the marshland section,
 - (iii) was lawfully commenced before November 7, 2000,
 - (iv) was not commenced before November 7, 2000, but could have been lawfully commenced before November 7, 2000, or
 - (v) has been exempted from the application of this Section pursuant to subsection (2).
- (2) The Governor in Council may exempt a development from the application of this Section where
 - (a) the development consists of the construction of roads, the installation of utility poles or the installation or construction of structures to be used for the generation of power; and
 - (b) the Governor in Council considers that it is in the public interest to grant the exemption.

(3) Within ten working days after receiving an application for a permit for variance, the Marshland Administrator shall

(a) determine if the application is complete; and

(b) where the application is incomplete, notify the applicant in writing advising what is required to complete the application.

(4) Within thirty working days after receiving a completed application for a permit for variance, the Marshland Administrator shall either grant the permit with or without conditions or inform the applicant of the reasons for not granting the permit.

(5) The applicant may appeal a decision of the Marshland Administrator to the Commission within thirty working days of the decision being issued by the Marshland Administrator.

(5A) Within sixty working days of receiving an appeal, the Commission shall

(a) confirm the decision of the Marshland Administrator;

(b) order that the permit for variance be granted; or

(c) order that the permit for variance be granted and impose conditions on the variance.

(5B) A permit for variance expires

(a) twelve months after the date it is issued unless the development commences within twelve months of the date of its issue; or

(b) upon discontinuance of the development more than twelve months after the date of its issue.

(6) Subsection (1A) does not apply to non-agricultural uses existing on the coming into force of this Act on lands specified in the regulations. *2000, c. 22, s. 41; 2009, c. 7, s. 4.*

Offence and remedies

42 (1) Everyone who violates subsection 41(1A) is guilty of an offence.

(2) Where there is an offence under subsection (1), the Minister may apply to the Supreme Court of Nova Scotia for any or all of the remedies provided by this Section.

(3) The Supreme Court of Nova Scotia may hear and determine the matter at any time and, in addition to any other remedy or relief, may make an order

(a) restraining the continuance or repetition of the offence with respect to the same property;

(b) directing the removal or destruction of any structure or part of a structure that was constructed in violation of subsection 41(1A) and authorizing the Minister, where an order is not complied with, to enter upon the land and premises with necessary workers and equipment and remove and destroy the structure, or part of it, at the expense of the owner;

(c) as to the recovery of the expense of removal and destruction and for the enforcement of this Section and for costs as is deemed proper,

and an order may be interlocutory, interim or final.

(4) Where, after the proceeding is commenced,

(a) the offence that was the subject of the proceeding may have been done or committed by a person other than the defendant;

(b) the title to the property, or part or any interest in it, that vested or was vested at the time of the commencement of the proceeding in the defendant, has since become vested in a person other than the defendant; or

(c) there has been a fresh offence by the same person or by another person with respect to the same property,

it is not necessary to bring another application and the original application may be amended from time to time and at any time before final judgment to include all parties and all offences and the whole matter of the offences shall be heard, dealt with and determined.

(5) Where the owner of any property where an offence under subsection (1) is taking place or has taken place cannot be found, the Minister may post a notice of the offence and upon the application upon the property, and the posting of the notice and the application is deemed to be personal service of the notice and the application on that owner. *2000, c. 22, s. 42; 2009, c. 7, s. 5.*

Liability to repair

43 Marshland or works damaged as a result of use authorized by a permit granted to a person pursuant to Section 41 or exempted from the application of Section 41 pursuant to subsection 41(2), shall be repaired by the person and, where necessary repairs are not carried out within thirty days of being brought to the attention of the person by the marsh body, the marsh body may make the repairs and may recover the cost of repairs by an action in debt against the person in any court and the court may make such orders as to cost it may determine. *2000, c. 22, s. 43.*

Supervision of executive committee

44 (1) Where at any time a marsh body defaults in the performance of any of the terms of an agreement with the Minister for the construction, reconstruction, reconditioning, repairing, maintaining or operating of any work or works and it appears to the Governor in Council that permanent damage or injury may result to any marshland, the Governor in Council may, by order published in the Royal Gazette, suspend the powers and authority of the executive committee of the marsh body from a date set out in the order whereupon the powers and authority of the executive committee are suspended and are vested in and may be exercised by the Commission or its nominee or nominees.

(2) The Governor in Council may revoke an order made pursuant to subsection (1) and, upon such revocation, the powers and authorities of the executive committee revert to and may be exercised by the executive committee. *2000, c. 22, s. 44.*

SURRENDER AND REVOCATION OF CERTIFICATE

Effect of surrender or revocation

45 (1) A marsh body may surrender to the Minister its certificate of incorporation if

- (a) the Commission approves of the surrender;
- (b) no debts or liabilities of the marsh body are outstanding;
- (c) a resolution authorizing the surrender of the certificate is passed at a general or special meeting of the marsh body by a vote of not fewer than two thirds of the members of the marsh body who own not less than half of the marshland section for which the marsh body was incorporated; and
- (d) at least thirty days before the meeting a notice has been given to all members of the marsh body stating
 - (i) the time and place of the meeting, and
 - (ii) that such a resolution will be considered by the meeting.

(2) Where the Minister is satisfied that the marsh body has surrendered its certificate of incorporation in accordance with subsection (1), the Minister may, by order, accept the surrender and thereupon the marsh body is dissolved on and from such date as is set out in the order.

(3) Where a marsh body fails to comply with this Act or defaults on any agreement it has with the Minister, the Minister, after having given the members of the marsh body notice that the Minister intends to revoke the marsh body's certificate of incorporation, may, by order, revoke the certificate of incorporation, if

- (a) the Minister is satisfied that
 - (i) the Commission approves of the revocation, and
 - (ii) no debts or liabilities of the marsh body are outstanding;

and

(b) the Minister has, at least thirty days before revoking the certificate, given notice of intention to revoke the certificate to each member of the marsh body.

(4) Where an order is made pursuant to subsection (3) revoking the certificate of incorporation of a marsh body, the marsh body is dissolved on and after such date as is set out in the order.

(5) Acceptance of the surrender or the revocation of the certificate of incorporation by the Minister and of the dissolution of the marsh body shall be published in the Royal Gazette. *2000, c. 22, s. 45.*

Effect of surrender or revocation

46 Where a certificate of incorporation of a marsh body is surrendered or revoked and sixty days public notice is given, the Minister may, with the approval of Governor in Council, cease to maintain works for the marshland section for which the marsh body was incorporated. *2000, c. 22, s. 46.*

GENERAL

Penalty and separate offences

47 (1) Any person who contravenes this Act or the regulations is liable on summary conviction to a penalty of not more than three thousand dollars and in default of payment to imprisonment for a term of not more than two years less a day.

(2) Where a person violates this Act on more than one day, each day constitutes a separate offence. *2000, c. 22, s. 47.*

Conveyance of land

48 When lands that have been conveyed to Her Majesty in right of the Province pursuant to an agreement between the Minister and a person are required by the agreement to be reconveyed to the marsh body or the person, the Governor in Council may grant and convey the lands to the person and may authorize a member of the Executive Council to execute and deliver the necessary deed or deeds of conveyance in the name of Her Majesty in right of the Province. *2000, c. 22, s. 48.*

Conflict

49 Where there is a conflict between any provision of this Act or the regulations and a more stringent provision of any other enactment, the more stringent provision prevails. *2000, c. 22, s. 49.*

Immunity from liability

50 Neither Her Majesty in right of the Province nor any marsh body is liable to pay compensation for any damages caused by flooding as a result of activities undertaken pursuant to this Act. *2000, c. 22, s. 50.*

Regulations

51 (1) The Minister may make regulations

- (a) prescribing accounting and bookkeeping methods and systems to be adopted by marsh bodies;
- (b) requiring marsh bodies to make reports and returns to the Commission;
- (c) prescribing and amending forms and agreements;
- (d) prescribing the terms and conditions for the issuing of permits for variance;
- (e) prescribing the procedures for hearing appeals by the Commission;
- (f) prescribing the manner in which the names and addresses of owners and the area of land is to be determined pursuant to Section 29;
- (g) providing for the examination and audit of accounts of marsh bodies and for the inspection and examination of works;
- (h) prescribing further or other or additional functions, duties or powers of the Commission;
- (i) designating structures that are not included within the meaning of "land" for the purpose of subsections 32(2) and (3);
- (ia) specifying land for the purpose of subsection 41(6);

(j) respecting any other matter or thing that the Minister considers necessary or advisable to carry out effectively the intent and purpose of this Act.

(2) In making a regulation pursuant to clauses (1)(d) or (e), the Minister shall consult with each marsh body affected by the regulation and with each municipality in which lands affected by the regulation are located.

(3) Where there is a conflict between a regulation made by the Minister pursuant to this Act and a rule made by a marsh body pursuant to this Act, the regulation prevails.

(4) The exercise by the Minister of the authority contained in subsection (1) is regulations within the meaning of the Regulations Act. 2000, c. 22, s. 51; 2001, c. 1, s. 2.

By-laws

52 (1) A marsh body may make by-laws

(a) prescribing the number of members on the executive committee of the marsh body and their terms of office;

(b) providing for the manner of calling meetings of members of the marsh body and of the executive committee and the procedure at such meetings;

(c) fixing the financial year of the marsh body;

(d) prescribing the frequency of general meetings of the marsh body;

(e) prescribing the frequency of reports and estimates;

(f) providing for the manner of voting at meetings of the marsh body;

(g) prescribing the procedures respecting the assessment list inspection and appeals;

(h) imposing an interest charge at the rate fixed by the by-law upon rates that are unpaid on July 1st or such later date in any year as is fixed by the by-law;

(i) repealed 2001, c. 1, s. 3.

(j) generally for the management and conduct of its business and affairs.

(2) The secretary of a marsh body shall file with the Commission a copy of by-laws and amendments made by the marsh body.

(3) The secretary of the Commission shall file with the Registrar of Regulations a copy of each rule made by a marsh body pursuant to clause 14(e) and publication in the Royal Gazette is proof of approval by the Commission. 2000, c. 22, s. 52; 2001, c. 1, s. 3.

Continuation of agreements

53 Each agreement made pursuant to the Marsh Act or the Marshland Reclamation Act and in effect immediately before the coming into force of this Act is hereby continued. 2000, c. 22, s. 53.

Designation not injurious affection

54 Property is deemed not to be injuriously affected by any designation referred to in clause 2(d). 2000, c. 22, s. 54.

Repeal

55 (1) Chapter 273 of the Revised Statutes, 1989, the Marsh Act, is repealed.

(2) Chapter 274 of the Revised Statutes, 1989, the Marshland Reclamation Act is repealed. 2000, c. 22, s. 55.

Effective dates

56 Sections 41, 42 and 43 have effect on and after November 7, 2000. 2000, c. 22, s. 56.

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WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Committee of the Whole

Submitted by: _____
Deanna Snair

Date: February 14, 2023

Subject: Audit Committee Appointment

LEGISLATIVE AUTHORITY

Municipal Government Act, Section 44, Subsection 4 and 5
 WHRM Meeting and Committee Procedural Policy RCOGE-003.00 – Appendix E

RECOMMENDATION or DECISION REQUEST

It is recommended for Committee of the Whole to recommend to Council that:

Council approves the re-appointment of Kathryn Duffy to the Audit Committee for the period of January 1, 2023 - December 31, 2024.

Council approves and appoints Meagan Halverson to the Audit Committee for the period of March 1, 2023 – February 28, 2024.

BACKGROUND

Property <input type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input checked="" type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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DISCUSSION

The function of the Audit Committee is to provide advice to Council on all matters relating to audit and finance with the objective of the Committee being to:

- a) fulfil the requirements outlined in Section 44 of the Municipal Government Act; and
- b) assist Council in meeting its oversight responsibilities by ensuring the adequacy and effectiveness of financial report, risk management and internal controls.

Following the guidelines in Council's Meeting and Committee Procedural Policy, RCOGE-003.00 - Appendix E, the Audit Committee will consist of five (5) members;

- a) the Mayor;
- b) two (2) members of Council appointed by resolution of Council ;
- c) two (2) members of the public appointed by resolution of Council.

Members of the committee serve a one-year term, expiring December 31 and are eligible for reappointment to serve up to two – one-year terms. The committee currently has two resident member vacancies to be filled. Ms. Duffy was eligible to reapply for a second term and has done so, resulting in the need to fill the remaining one (1) vacancy.

It should be noted that although appointments are for a one-year term, and due to this Board meeting quarterly, it seems appropriate that: Ms. Halversons' term not conclude December 31, 2023 as the newly appointed resident would only attend one scheduled meeting (possibly two); and, that the term not expire until the end of February 2024. Therefore, the recommended term of March 1, 2023 to October 31, 2024 is preferred.

The recommended resident appointments would be to reappoint Ms. Duffy for a second one (1) year term expiring December 31, 2024, and Ms. Halverson for a one (1) year term expiring February 28, 2024 with the option to reapply for a second one (1) year term.

The vacancy was advertised in the local paper beginning January 24th as well as the municipal website and social media pages. Deadline for expressions of interest was 12 p.m. (NOON) February 3rd with two applications received.

In order to qualify, resident members must demonstrate that they are sufficiently versed in financial matters. Both candidates' applications went through an evaluation process to determine their level of financial experience and knowledge in addition to being reviewed by the Acting Director of Financial Services. Based on this evaluation, Megan Halverson is being recommended to fill the vacant resident member spot.

NEXT STEPS

Once approved at the Council meeting the successful applicant will be notified of the appointment and begin training.

FINANCIAL IMPLICATIONS

In accordance with the Council Remuneration Policy, resident committee members are provided a meeting honorarium. The associated costs are included in the annual operating budget.

ALTERNATIVES

N/A

ATTACHMENTS

Meeting and Committee Procedural Policy, RCOGE-003.00 - Appendix E

CHIEF ADMINISTRATIVE OFFICER REVIEW

I support the recommendation.

Report Prepared by: _____

Deanna Snair, Municipal Clerk

Report Reviewed by: _____

Diana Gibson, Acting Director of Financial Services

Report Approved by:  _____

Mark Phillips, Chief Administrative Officer

APPENDIX E
Audit Committee

1. PURPOSE

- 1.1. The primary purpose of the Audit Committee (the "Committee") is to provide advice to Council on all matters relating to audit and finance. The objective of the Committee is to:
- a) fulfil the requirements outlined in Section 44 of the *Municipal Government Act*; and
 - b) assist Council in meeting its oversight responsibilities by ensuring the adequacy and effectiveness of financial report, risk management and internal controls.

2. SCOPE

- 2.1. This Policy is applicable to all serving members Audit Committee.

3. DEFINITIONS

- 3.1. In Appendix E,
- a) "Auditor" means the External Auditor conducting the audit of the Municipality;
 - b) "CAO" means the Chief Administrative Officer for the Municipality;
 - c) "Director of Finance" means the Director of Financial Services for the Municipality;
 - d) "Municipality" means the West Hants Regional Municipality.

4. COMMITTEE COMPOSITION

- 4.1. Council will annually appoint members to an Audit Committee.
- 4.2. The Audit Committee will consist of five (5) members: the Mayor, two Council members, and two resident members who are not members of Council or Municipal Staff.
- a) Resident members should be sufficiently versed in financial matters to understand the Municipality's account practices and policies and the major judgements involved in preparing the financial statements.
 - b) Where an audit committee does not include any resident members, the audit committee will continue to meet and perform its duties and may exercise its powers. The Municipality will advertise to recruit resident members at least once every six months until the requirement is met.
 - c) The Mayor will chair the Audit Committee meetings, and in their absence, another appointed Council member will chair.
 - d) The CAO and/or Director of Financial Services will provide staff support to the Committee. They are not voting members of the Committee.

MEETING AND COMMITTEE PROCEDURAL POLICY

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- e) The Council Remuneration Policy will be followed regarding any remuneration for the two resident members.
 - f) All members must abide by the Administrative Terms of Reference set out by the Committee and reviewed the by CAO.

5. DUTIES AND RESPONSIBILITIES**5.1. Audit:**

- a) Review the qualifications, independence, quality of service, performance, and fees of the auditors and recommend the appointment of an auditor to Council.
- b) Carry out the responsibilities of the Audit Committee contained in Section 44 of the *Municipal Government Act*, in consultation with Management.

5.2. Finance and Risk Management

- a) Review with Management the quarterly financial updates and recommend to Council to be received.
- b) Management will give a presentation on all financial policies used in the preparation of the external financial statements; at the first annually meeting of the year.
- c) Review with Management the adequacy of internal controls.
- d) Review with Management annually risk management practices including insurance coverage.

6. ADMINISTRATION

- 6.1. Meetings of the Audit Committee will be held at least quarterly. Additional meetings may be necessary to review items relating to the audit and will be called by the Chair.



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: WHRM Committee of the Whole

Submitted by: _____
Diana Gibson, Acting Director, Financial Services

Date: February 14, 2023

Subject: Temporary Borrowing Resolutions

LEGISLATIVE AUTHORITY

- *Municipal Government Act* Part IV Finance, Section 65 and 66.

RECOMMENDATION or DECISION REQUEST

Committee of the Whole recommends that ...

... Council approves a temporary borrowing resolution in the amount of \$95,589.65, for the purchase of trail land.

... Council approves a temporary borrowing resolution in the amount \$175,349.35, for back parking lot paving at the West Hants Sports Complex.

... Council approves a temporary borrowing resolution in the amount of \$26,655.68, for the 2023 Ford Transit Van used by the Water Utility.

... Council approves the renewal of a temporary borrowing resolution in the amount of \$2,498,894.70 for the Hantsport Fire Department's new station.

... Council approves the renewal of a temporary borrowing resolution in the amount of \$828,034.44 for the Brooklyn Fire Department's new pumper tanker.

... Council approves the renewal of a temporary borrowing resolution in the amount of \$1,225,350.92 for the Windsor Fire Department's new Single Axel Quint.

BACKGROUND

Property <input type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic v	Councillor Activity <input type="checkbox"/>
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A Temporary Borrowing Resolution (TBR) is a required step in the process to secure the necessary borrowing to support the purchase of items of significant cost required by the Municipality. A TBR requires Council approval to move forward.

West Hants Regional Council approved the following capital projects:

- During the 2021-22 Budget Deliberations, approved on June 6, 2021:
 - Recreation Property Opportunities in the amount of \$150,000 for trail land purchase.
 - Sports Complex Parking in the amount of \$250,000
- During the 2022-23 Budget Deliberations, approved on June 2, 2022:
 - PW Truck Replacement in the amount of \$45,000

West Hants Regional Council approved that the February 22, 2022 Council meeting to approve three temporary borrowing resolutions:

- Hantsport Fire Department new station for \$2,625,000.
- Brooklyn Fire Department new pumper tanker for \$981,679.
- Windsor Fire Department new single axel quint for \$1,451,241.

With the Spring Debenture call scheduled for mid-April 2023, these three temporary borrowing resolutions will expire before they are able to be used during the call.

DISCUSSION

Recreation Property Opportunities

The total cost required for the land purchase was \$111,089.65, which is within the approved amount of \$150,000.

Council approved \$7,590 and \$7,910 for debt servicing in the 2021-22 and 2022-23 Operating Budgets. The total cost is then reduced by the budgeted debt servicing, bringing the total borrowing request to \$95,589.65.

Sports Complex Parking

The total cost required for paving of the back parking lot at the West Hants Sports Complex was \$200,348.35, which is within the approved amount of \$250,000.

Council approved \$12,631 and 12,368 for debt servicing in the 2021-22 and 2022-23 Operating Budgets. The total cost is then reduced by the budgeted debt servicing, bringing the total borrowing request to \$175,349.35.

Public Works Truck Replacement

During the 2022-23 budget deliberations Council approved \$45,000 for a truck replacement, the department determined their need was a service van for the water utilities and were able to purchase this for \$36,272.68, which is within the approved amount of \$45,000.

Council approved \$9,617 for debt servicing within the 2022-23 Operating budget. The total cost is then reduced by the budgeted debt servicing, bringing the total borrowing request to \$26,655.68.

Hantsport Fire Department – New Station

During the February 2022 Council meeting Council approved the temporary borrowing resolution for \$2,625,000 for the new fire station.

Council has also approved \$126,105 for debt servicing within the operating budgets. The total cost is then reduced by the budgeted debt servicing, bringing the total borrowing request to \$2,498,894.70.

Brooklyn Fire Department - New Pumper Tanker

During the February 2022 Council meeting Council approved the temporary borrowing resolution for \$981,679 for the new pumper tanker.

Council has also approved \$153,645 for debt servicing within the operating budgets. The total cost is then reduced by the budgeted debt servicing, bringing the total borrowing request to \$828,034.44.

Windsor Fire Department – New Single Axel Quint

During the February 2022 Council meeting Council approved the temporary borrowing resolution for \$1,451,241 for the new single axel quint.

Council also approved \$225,890 for debt servicing within the operating budgets. The total cost is then reduced by the budgeted debt servicing, bringing the total borrowing request to \$1,225,350.92.

NEXT STEPS

1. Minister approval of the temporary borrowing resolutions.
2. Recommendation report to West Hants Regional Council to apply for the Spring 2023 Debenture call, scheduled for mid-April.

FINANCIAL IMPLICATIONS

The full financing charges for all the above projects are included in the 2022-23 operating budget, so they will have no impact on the current fiscal year.

ALTERNATIVES

- Council could reject the proposed TBRs, but in doing so would have to direct staff as to how the items will be funded.

ATTACHMENTS

- TBR – Recreation Property Opportunities
- TBR – Sports Complex Parking
- TBR – 2023 Ford Transit Van (PW Truck Replacement)
- TBR – HFD Fire Station Build
- TBR – BFD Pumper Tanker
- TBR – WFD Single Axle Quint

CHIEF ADMINISTRATIVE OFFICER REVIEW

I support the recommendations.

Report Prepared by: _____
Diana Gibson, Acting Director, Financial Services

Report Approved by: _____
Mark Phillips, Chief Administrative Officer

MUNICIPAL COUNCIL OF THE

West Hants Regional Municipality

TEMPORARY BORROWING RESOLUTION

Amount: \$ 95,590

Purpose: Recreation Property Opportunities

WHEREAS Section 66 of the Municipal Government Act provides that the Council of the West Hants Regional Municipality, subject to the approval of the Minister of Municipal Affairs and Housing, may borrow to expend funds for a capital purpose as authorized by statute;

WHEREAS the Council of the West Hants Regional Municipality has adopted a capital budget for this fiscal year as required by Section 65 of the Municipal Government Act and are so authorized to expend funds for a capital purpose as identified in their capital budget; and

WHEREAS the Council of the West Hants Regional Municipality has determined to borrow for the purposes of Recreation Property Opportunities;

BE IT THEREFORE RESOLVED

THAT under the authority of Section 66 of the Municipal Government Act, the Council of the West Hants Regional Municipality borrow a sum or sums not exceeding ninety-five thousand, five-hundred ninety Dollars (\$ 95,590) for the purpose set out above, subject to the approval of the Minister of Municipal Affairs and Housing;

THAT the sum be borrowed by the issue and sale of debentures of the Council of the West Hants Regional Municipality to such an amount as the Council deems necessary;

THAT the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act and that the Council borrow from time to time a sum or sums not exceeding ninety-five thousand, five-hundred ninety Dollars (\$ 95,590) in total from any chartered bank or trust company doing business in Nova Scotia;

THAT the sum be borrowed for a period not exceeding Twelve (12) Months from the date of the approval of the Minister of Municipal Affairs and Housing of this resolution;

THAT the interest payable on the borrowing be paid at a rate to be agreed upon; and

THAT the amount borrowed be repaid from the proceeds of the debentures when sold.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Council of the West Hants Regional Municipality held on the ____ day of _____, 2023.

GIVEN under the hands of the Clerk and under the seal of the West Hants Regional Municipality this ____ day of _____, 2023.

Clerk

MUNICIPAL COUNCIL OF THE

West Hants Regional Municipality

TEMPORARY BORROWING RESOLUTION

Amount: \$ 175,349

Purpose: Sports Complex Parking

WHEREAS Section 66 of the Municipal Government Act provides that the Council of the West Hants Regional Municipality, subject to the approval of the Minister of Municipal Affairs and Housing, may borrow to expend funds for a capital purpose as authorized by statute;

WHEREAS the Council of the West Hants Regional Municipality has adopted a capital budget for this fiscal year as required by Section 65 of the Municipal Government Act and are so authorized to expend funds for a capital purpose as identified in their capital budget; and

WHEREAS the Council of the West Hants Regional Municipality has determined to borrow for the purposes of Sports Complex Parking;

BE IT THEREFORE RESOLVED

THAT under the authority of Section 66 of the Municipal Government Act, the Council of the West Hants Regional Municipality borrow a sum or sums not exceeding one-hundred seventy-five thousand, three-hundred, forty-nine Dollars (\$ 175,349) for the purpose set out above, subject to the approval of the Minister of Municipal Affairs and Housing;

THAT the sum be borrowed by the issue and sale of debentures of the Council of the West Hants Regional Municipality to such an amount as the Council deems necessary;

THAT the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act and that the Council borrow from time to time a sum or sums not exceeding one-hundred seventy-five thousand, three-hundred, forty-nine Dollars (\$ 175,349) in total from any chartered bank or trust company doing business in Nova Scotia;

THAT the sum be borrowed for a period not exceeding Twelve (12) Months from the date of the approval of the Minister of Municipal Affairs and Housing of this resolution;

THAT the interest payable on the borrowing be paid at a rate to be agreed upon; and

THAT the amount borrowed be repaid from the proceeds of the debentures when sold.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Council of the West Hants Regional Municipality held on the ____ day of _____, 2023.

GIVEN under the hands of the Clerk and under the seal of the West Hants Regional Municipality this ____ day of _____, 2023.

Clerk

MUNICIPAL COUNCIL OF THE

West Hants Regional Municipality

TEMPORARY BORROWING RESOLUTION

Amount: \$ 26,656

Purpose: 2023 Ford Transit Van

WHEREAS Section 66 of the Municipal Government Act provides that the Council of the West Hants Regional Municipality, subject to the approval of the Minister of Municipal Affairs and Housing, may borrow to expend funds for a capital purpose as authorized by statute;

WHEREAS the Council of the West Hants Regional Municipality has adopted a capital budget for this fiscal year as required by Section 65 of the Municipal Government Act and are so authorized to expend funds for a capital purpose as identified in their capital budget; and

WHEREAS the Council of the West Hants Regional Municipality has determined to borrow for the purposes of 2023 Ford Transit Van;

BE IT THEREFORE RESOLVED

THAT under the authority of Section 66 of the Municipal Government Act, the Council of the West Hants Regional Municipality borrow a sum or sums not exceeding twenty-six thousand, six-hundred fifty-six Dollars (\$ 26,656) for the purpose set out above, subject to the approval of the Minister of Municipal Affairs and Housing;

THAT the sum be borrowed by the issue and sale of debentures of the Council of the West Hants Regional Municipality to such an amount as the Council deems necessary;

THAT the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act and that the Council borrow from time to time a sum or sums not exceeding twenty-six thousand, six-hundred fifty-six Dollars (\$ 26,656) in total from any chartered bank or trust company doing business in Nova Scotia;

THAT the sum be borrowed for a period not exceeding Twelve (12) Months from the date of the approval of the Minister of Municipal Affairs and Housing of this resolution;

THAT the interest payable on the borrowing be paid at a rate to be agreed upon; and

THAT the amount borrowed be repaid from the proceeds of the debentures when sold.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Council of the West Hants Regional Municipality held on the ____ day of _____, 2023.

GIVEN under the hands of the Clerk and under the seal of the West Hants Regional Municipality this ____ day of _____, 2023.

Clerk

MUNICIPAL COUNCIL OF THE

West Hants Regional Municipality

TEMPORARY BORROWING RESOLUTION

Amount: \$ 2,498,895

Purpose: HFD - New Station Build

WHEREAS Section 66 of the Municipal Government Act provides that the Council of the West Hants Regional Municipality, subject to the approval of the Minister of Municipal Affairs and Housing, may borrow to expend funds for a capital purpose as authorized by statute;

WHEREAS the Council of the West Hants Regional Municipality has adopted a capital budget for this fiscal year as required by Section 65 of the Municipal Government Act and are so authorized to expend funds for a capital purpose as identified in their capital budget; and

WHEREAS the Council of the West Hants Regional Municipality has determined to borrow for the purposes of HFD - New Station Build;

BE IT THEREFORE RESOLVED

THAT under the authority of Section 66 of the Municipal Government Act, the Council of the West Hants Regional Municipality borrow a sum or sums not exceeding two-million, four-hundred ninety-eight thousand, eight-hundred ninety Dollars (\$ 2,498,895) for the purpose set out above, subject to the approval of the Minister of Municipal Affairs and Housing;

THAT the sum be borrowed by the issue and sale of debentures of the Council of the West Hants Regional Municipality to such an amount as the Council deems necessary;

THAT the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act and that the Council borrow from time to time a sum or sums not exceeding two-million, four-hundred ninety-eight thousand, eight-hundred ninety Dollars (\$ 2,498,895) in total from any chartered bank or trust company doing business in Nova Scotia;

THAT the sum be borrowed for a period not exceeding Twelve (12) Months from the date of the approval of the Minister of Municipal Affairs and Housing of this resolution;

THAT the interest payable on the borrowing be paid at a rate to be agreed upon; and

THAT the amount borrowed be repaid from the proceeds of the debentures when sold.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Council of the West Hants Regional Municipality held on the ____ day of _____, 2023.

GIVEN under the hands of the Clerk and under the seal of the West Hants Regional Municipality this ____ day of _____, 2023.

Clerk

MUNICIPAL COUNCIL OF THE

West Hants Regional Municipality

TEMPORARY BORROWING RESOLUTION

Amount: \$ 828,034

Purpose: BFD - Pumper Tanker

WHEREAS Section 66 of the Municipal Government Act provides that the Council of the West Hants Regional Municipality, subject to the approval of the Minister of Municipal Affairs and Housing, may borrow to expend funds for a capital purpose as authorized by statute;

WHEREAS the Council of the West Hants Regional Municipality has adopted a capital budget for this fiscal year as required by Section 65 of the Municipal Government Act and are so authorized to expend funds for a capital purpose as identified in their capital budget; and

WHEREAS the Council of the West Hants Regional Municipality has determined to borrow for the purposes of BFD - Pumper Tanker;

BE IT THEREFORE RESOLVED

THAT under the authority of Section 66 of the Municipal Government Act, the Council of the West Hants Regional Municipality borrow a sum or sums not exceeding eight-hundred twenty-eight thousand, thirty-four Dollars (\$ 828,034) for the purpose set out above, subject to the approval of the Minister of Municipal Affairs and Housing;

THAT the sum be borrowed by the issue and sale of debentures of the Council of the West Hants Regional Municipality to such an amount as the Council deems necessary;

THAT the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act and that the Council borrow from time to time a sum or sums not exceeding eight-hundred twenty-eight thousand, thirty-four Dollars (\$ 828,034) in total from any chartered bank or trust company doing business in Nova Scotia;

THAT the sum be borrowed for a period not exceeding Twelve (12) Months from the date of the approval of the Minister of Municipal Affairs and Housing of this resolution;

THAT the interest payable on the borrowing be paid at a rate to be agreed upon; and

THAT the amount borrowed be repaid from the proceeds of the debentures when sold.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Council of the West Hants Regional Municipality held on the ____ day of _____, 2023.

GIVEN under the hands of the Clerk and under the seal of the West Hants Regional Municipality this ____ day of _____, 2023.

Clerk

MUNICIPAL COUNCIL OF THE

West Hants Regional Municipality

TEMPORARY BORROWING RESOLUTION

Amount: \$ 1,225,351

Purpose: WFD - Single Axel Quint

WHEREAS Section 66 of the Municipal Government Act provides that the Council of the West Hants Regional Municipality, subject to the approval of the Minister of Municipal Affairs and Housing, may borrow to expend funds for a capital purpose as authorized by statute;

WHEREAS the Council of the West Hants Regional Municipality has adopted a capital budget for this fiscal year as required by Section 65 of the Municipal Government Act and are so authorized to expend funds for a capital purpose as identified in their capital budget; and

WHEREAS the Council of the West Hants Regional Municipality has determined to borrow for the purposes of WFD - Single Axel Quint;

BE IT THEREFORE RESOLVED

THAT under the authority of Section 66 of the Municipal Government Act, the Council of the West Hants Regional Municipality borrow a sum or sums not exceeding one-million, two-hundred twenty-five thousand, three-hundred fifty-~~ca~~ Dollars (\$ 1,225,351) for the purpose set out above, subject to the approval of the Minister of Municipal Affairs and Housing;

THAT the sum be borrowed by the issue and sale of debentures of the Council of the West Hants Regional Municipality to such an amount as the Council deems necessary;

THAT the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act and that the Council borrow from time to time a sum or sums not exceeding one-million, two-hundred twenty-five thousand, three-hundred fifty-~~ca~~ Dollars (\$ 1,225,351) in total from any chartered bank or trust company doing business in Nova Scotia;

THAT the sum be borrowed for a period not exceeding Twelve (12) Months from the date of the approval of the Minister of Municipal Affairs and Housing of this resolution;

THAT the interest payable on the borrowing be paid at a rate to be agreed upon; and

THAT the amount borrowed be repaid from the proceeds of the debentures when sold.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Council of the West Hants Regional Municipality held on the ____ day of _____, 2023.

GIVEN under the hands of the Clerk and under the seal of the West Hants Regional Municipality this ____ day of _____, 2023.

Clerk