

## **Region of Queens Municipality Regular Council**

**Tuesday, July 11, 2023**

**9:00 a.m.**

### **Agenda**

#### **1.0 Call to Order**

#### **2.0 Changes / Approval of Agenda**

#### **3.0 Presentation**

- 3.1 Mersey River Wind Farm – Mitch Underhay
- 3.2 Queens County ATV Association & Queens Rails to Trails Association

#### **4.0 Tabling of Petitions**

- 4.1 Wastewater Extension – 3633 Highway 3

#### **5.0 Public Question / Comment Session**

#### **6.0 Approval of Minutes**

- 6.1 Regular Council – June 27, 2023

#### **7.0 Recommendations**

- 7.1 Solid Waste Facility Tipping Fee Waiving
- 7.2 Phone System
- 7.3 Police Advisory Board – Terms of Reference
- 7.4 Liverpool Business Development Center HVAC Replacement
- 7.5 Replacement Municipal Street Sweeper

## **8.0 Discussions**

- 8.1 Privateer Hockey Team – Deputy Mayor Fancy
- 8.2 Town Bridge AT Upgrades
- 8.3 Three Year Cost Share Agreement for Subdivision Roads

## **9.0 In-Camera Items**

- 9.1 Contract Negotiations

## **10.0 Adjournment**

Two horizontal lines are positioned above the title. The top line is short and split into a teal segment on the left and a light blue segment on the right. The bottom line is a single, longer light blue line.

# Mersey River Wind

July 2023 - Region of Queens Council

Mersey River Wind - Renewable to Retail



**We acknowledge that we are  
in Mi'kma'ki, the traditional and  
unceded territory of the  
Mi'kmaq people**



## Table of Contents

- Who We Are
- RTR Updates
- Project Updates
- Approvals in Place
- Environmental Assessment
- Community Engagement
- Community Benefits
- Next Steps

# Roswall Development Inc

- Utility scale wind
- Solar Installations
- Deep Energy Retrofits

We have been on the front lines of the significant energy transition that has taken place worldwide over the past decade. Collectively, we are proud to have completed energy efficiency retrofits of over 100 public buildings and installed onsite renewable energy systems at over 1,000 locations, helping to save hundreds of millions of dollars in energy costs.

Wind energy

500 MW

Completed over 500 MW of early stage wind energy development

Energy construction

\$150 M

Led over \$150 million USD of energy construction

Finance and operation

50 MW

Constructed, financed, and operated over 50 MW of renewable energy projects

A horizontal bar with a green-to-blue gradient, positioned above the "Vision" heading.

# Vision

The ability to sell clean electricity directly to customers is the key link for an accelerated energy transition. Importantly, it allows Roswall to provide customers a complete transition to clean energy.

A horizontal process flow diagram consisting of three teal-colored arrow-shaped boxes pointing to the right. The boxes are labeled "Generation", "Retail", and "Onsite Retrofits".

## Generation

Utility scale wind and solar costs are lower than marginal costs of electricity in many markets

## Retail

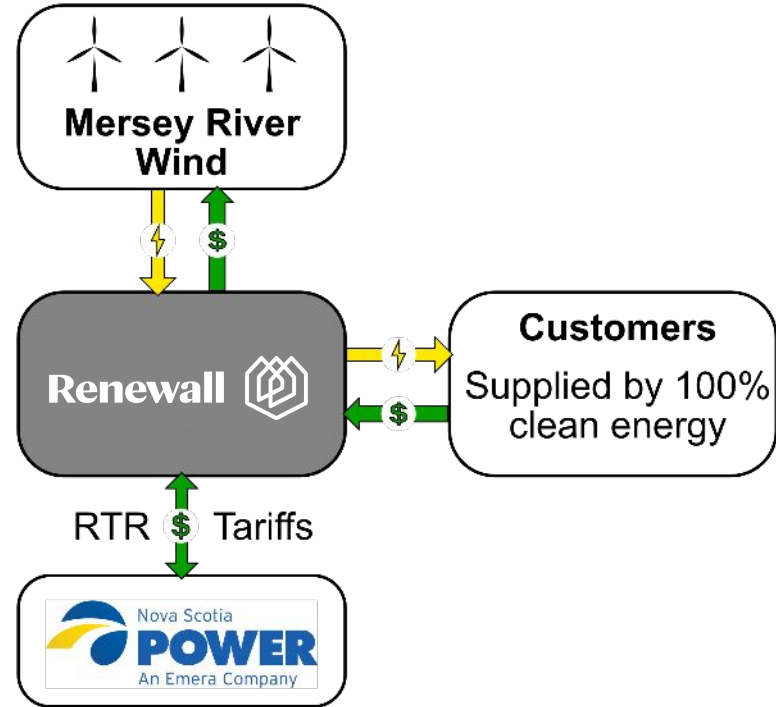
Renewable to Retail licence in Nova Scotia allows direct access to customers

## Onsite Retrofits

Investments in energy efficiency, onsite renewables, electrification (transport/heat), resilience, and flexibility can help lower overall costs

# Renewable to Retail

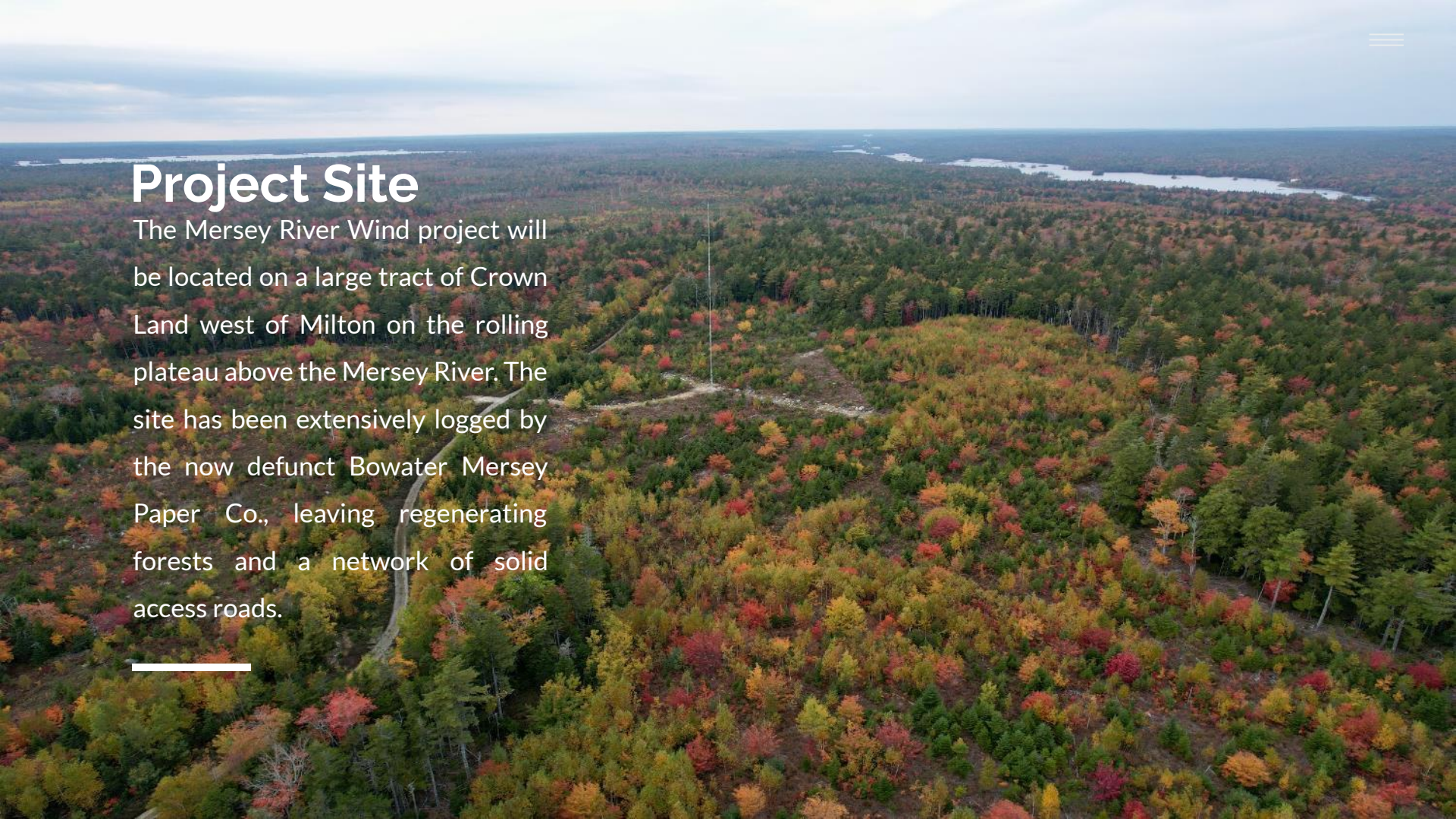
- This is the first chance for customers to sign up and purchase 100% renewable electricity from Roswall rather than Nova Scotia Power
- Met for initial Introduction meeting on Renewall's Renewable to Retail program. Signed Offtake Commitment Letter will be used to earmark generation.
- Our RTR Retail will offer long-term predictable energy contracts that provide savings and pricing security. Also, reducing the Region of Queens' carbon footprint as Environmental Attributes are transferred to you



# Project Site

The Mersey River Wind project will be located on a large tract of Crown Land west of Milton on the rolling plateau above the Mersey River. The site has been extensively logged by the now defunct Bowater Mersey Paper Co., leaving regenerating forests and a network of solid access roads.

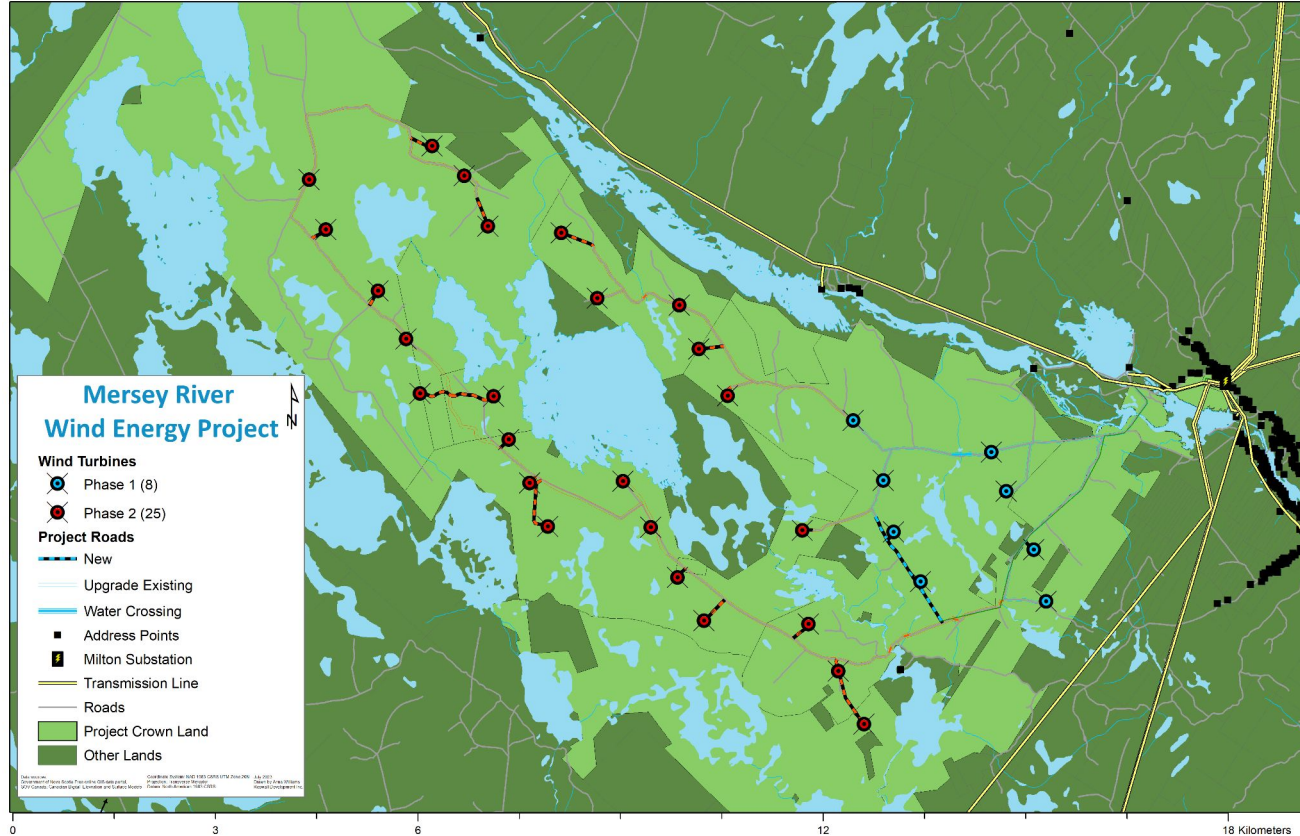
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# Project Updates

We are in project development stage and dynamically moving towards starting construction activities.

Location of wind turbines, transmission lines and access route are finalised.



	Turbines	Capacity	Start
Phase 1	8	36 MW	2023
Phase 2	25	112.5 MW	2024
<b>TOTAL</b>	<b>33</b>	<b>148.5 MW</b>	



## Approvals in Place

### Crown Land

- Integrated resource management process complete
- Letters of offer expected this summer

### Municipal

- Continuous community outreach

### Provincial

- EA approved (27 March 2023)

### Federal

- NavCan permit approved

### Interconnection

- System Impact Study done
- Final Facility Study done

# Environmental Assessment

- Approved with conditions on 27 Mar 2023
- Ongoing Wetland, Watercourse, Vegetation, Wildlife Management
- Ongoing Avian RADAR
- Sound and Shadow
- Archaeology avoidance
- First Nation Engagement
- Public Engagement





## Community Liaison Committee

- Ongoing committee for the life of the project
- Members of the community
- Two-way information between the community and Roswall
- Dispense annual community dividend

# Community Benefits

Roswall is committed to being a good neighbour. Our direct community benefits include:

Creation of an annual Community Dividend, based on project financial performance, to create an endowment fund to directly support community initiatives

Priority Access to Renewable to Retail clean energy rates for nearby residents and businesses

Creation of a not-for-profit energy rate to provide additional savings to important community services



# Community Benefits

At least 100 people will be temporarily employed during construction.

During operation, this project will need a dedicated crew of 6-12 Full Time Equivalent technicians.

Annual Taxes Revenue for municipality:

~\$7,900 per MW\* per year

~\$1,170,000 Total per year

Through Renewable to Retail, individuals will get option to choose their electricity provider.

An aerial photograph of a vast forest with trees in various shades of green, yellow, orange, and red, indicating autumn. A winding road or path is visible through the trees. In the background, there are several bodies of water under a cloudy sky. In the top right corner, there is a small white icon consisting of three horizontal lines.

# Next Steps

- Signing of Lease for Crown Land with DNRR (expected by Summer 2023)
  - Signing of Generator Interconnection Agreement with NSPI (draft already received)
  - Finalizing environmental assessment plans with NSECC
  - Starting of construction activities
  - Renewal will provide the Region of Queens with an Offtake Commitment Letter
  - Form a community liaison committee
-

  
**Thank you**



# 'Road Trails Act' & Queens County

QUEENS COUNTY ATV  
ASSOC.

QUEENS RAILS TO TRAILS  
ASSOC.



# Important Updates

- Queens Co. ATV Assoc.
  - Rec'd \$5000 grant of trail work from Off Highway Vehicle Infrastructure Fund (OHVIF) via ATVANS
- QRTA Assoc.
  - has applied for 3 year grant valued at \$60 000 to maintain Multi-Use Trails from the Departments of Communities, Culture and Tourism (CCTH) through the Recreation Trail Expansion Program for Shared Strategy for Trails initiative
- 2022 Spending Survey
  - Over \$464 million from OHV went into the NS economy last year
- 'Road Trails Act' - Royal Assent Received April 12, 2023
  - Enables municipalities to grant access to roadways they maintain
  - Provides opportunity for 'Road Trails' on provincially maintained roadways with speed limits under 90 km/hr
  - Recognizes the economic and recreational importance of Shared Use/Multi-Use Trail development

# 'Road Trails' – A New Way Forward

- Act provides for ways for both provincial and municipal governments to approve 'Road Trails' for OHVs to enhance trail connectivity for all uses and positively impact local economies
- Our Goal: Have a connected route across Queens County to complete our section of the Western Loop of the Great Trail to promote recreation and positive local economic impact
  - Route from Halifax to Yarmouth to Middleton to Bridgewater
- Our Need:
  - Municipal Support for roadways under municipal jurisdiction
  - Municipal Support for updating the status of section of trail to be Multi-Use
  - Municipal Support for changes to roadways under provincial jurisdiction
  - Provincial Support for roadways under provincial jurisdiction
  - Provincial Support for updating the status of section of trail to be Multi-Use

# Road Trails Rules Summary

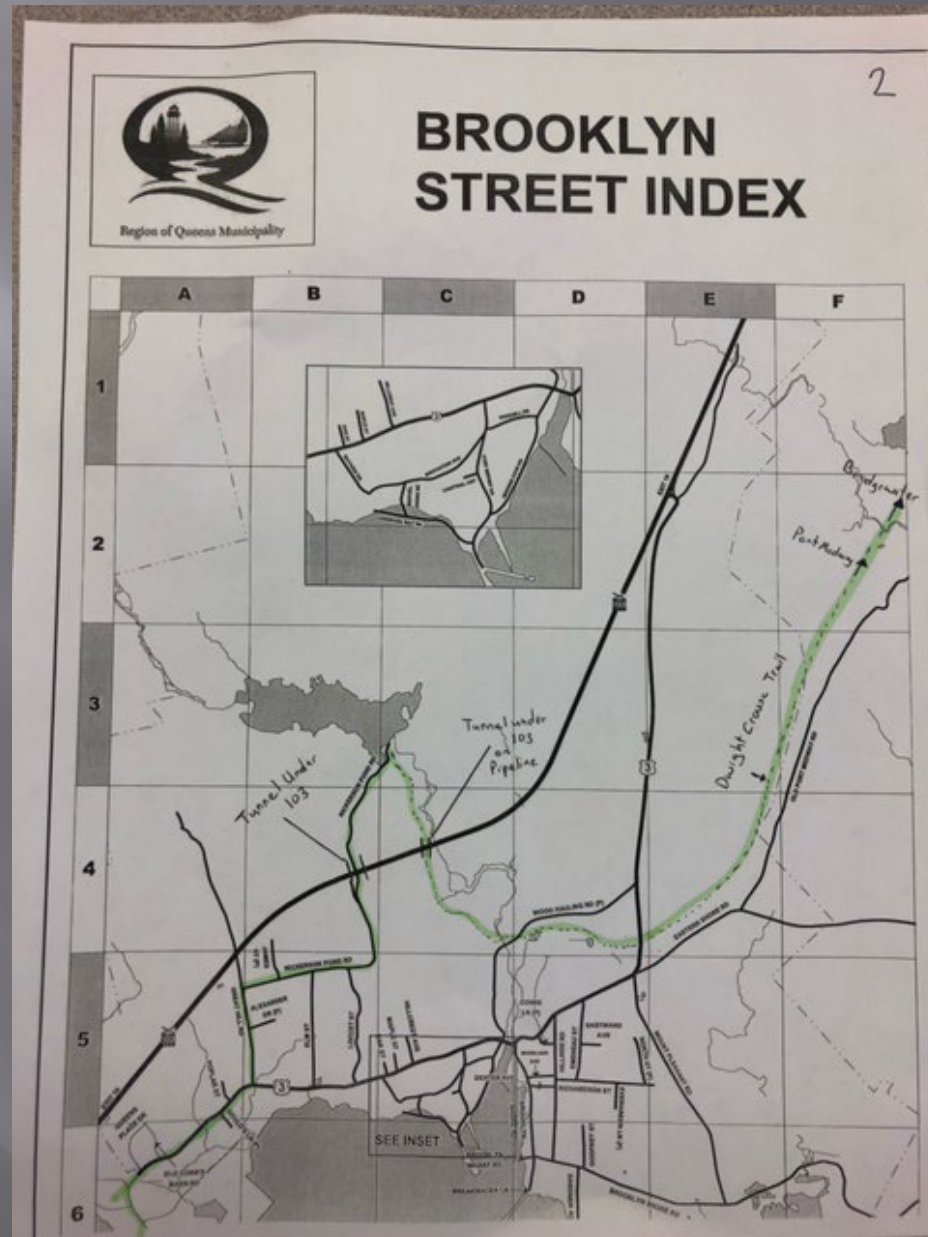
- Must hold valid Driver's License
- Must have Off Highway Vehicle registered
- Must have 3<sup>rd</sup> Party Liability Insurance
- Must have ATV/UTV course
- Must wear approved helmet
- Must wear seatbelt if machine is equipped
- Must have a left-hand side mirror
- Maximum Speed: 25 km/hr
- Must travel with head lamps and rear facing red indicator lights on at all times
- Vehicle CANNOT be operated if noise level is higher than set by manufacturer (can't modify/delete noise dampening or install louder exhaust)
- May only travel 30 minutes after sunset and 30 minutes before sunrise
- Must travel single file

It should be noted that the act extensively covers insurance requirements, policing/enforcement and information on procedures in case of an accident

# 'Road Trail' Proposal

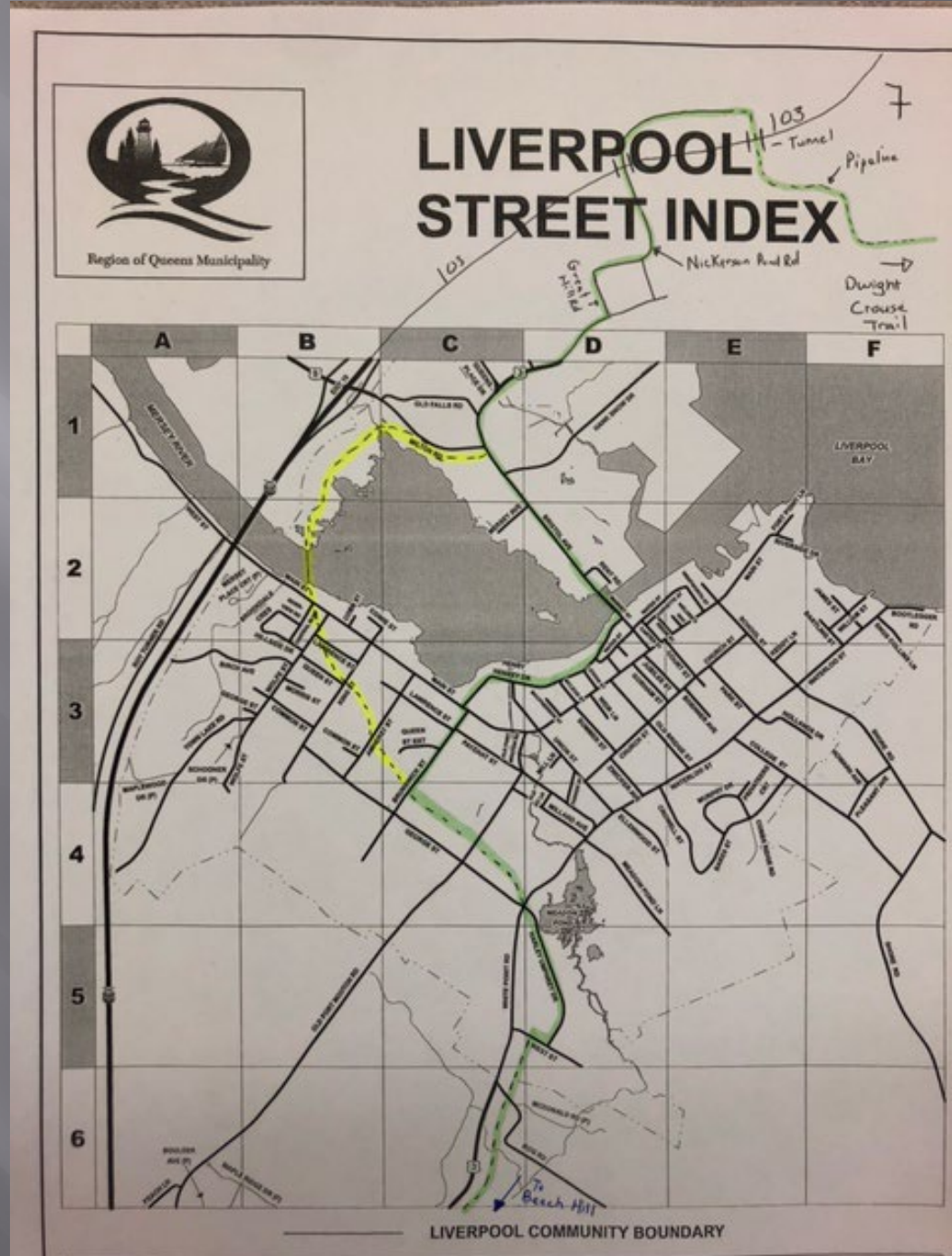
## Provincial Roadways

- Nickerson's Pond Rd to Great Hill Rd to Route 3 Hwy traveling towards Liverpool until reaching Old Cobb's Barn Rd



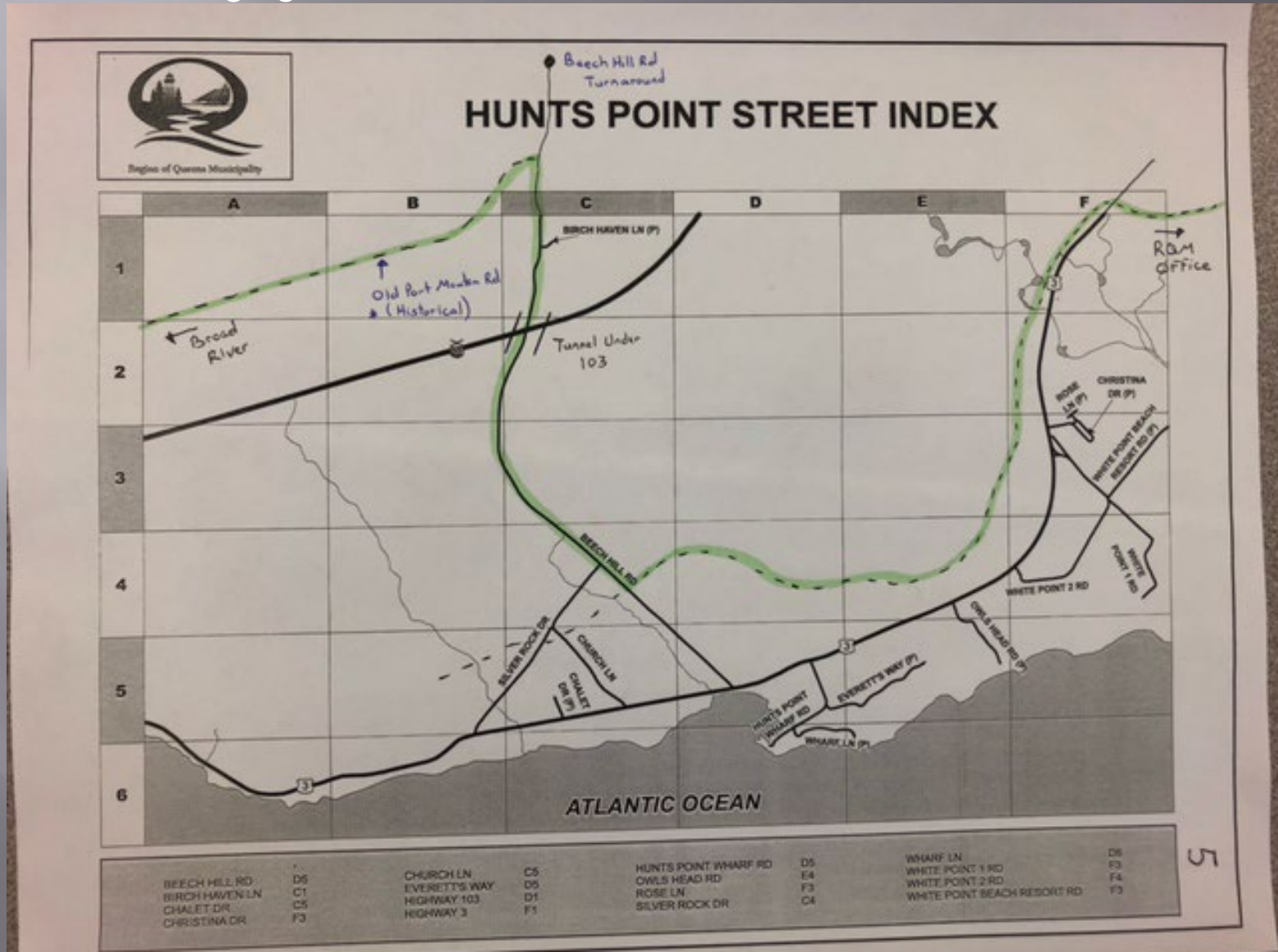
## Municipal Roadway

- Old Cobb's Barn Rd traveling on Route 3 Hwy to Bristol Ave to Henry Hensey Dr crossing Main St onto Brunswick St traveling up it until joining the Trestle Trail traveling to White Point Rd crossing onto Harley Umphrey Dr turning onto West St and connecting to Trail behind the RQM office



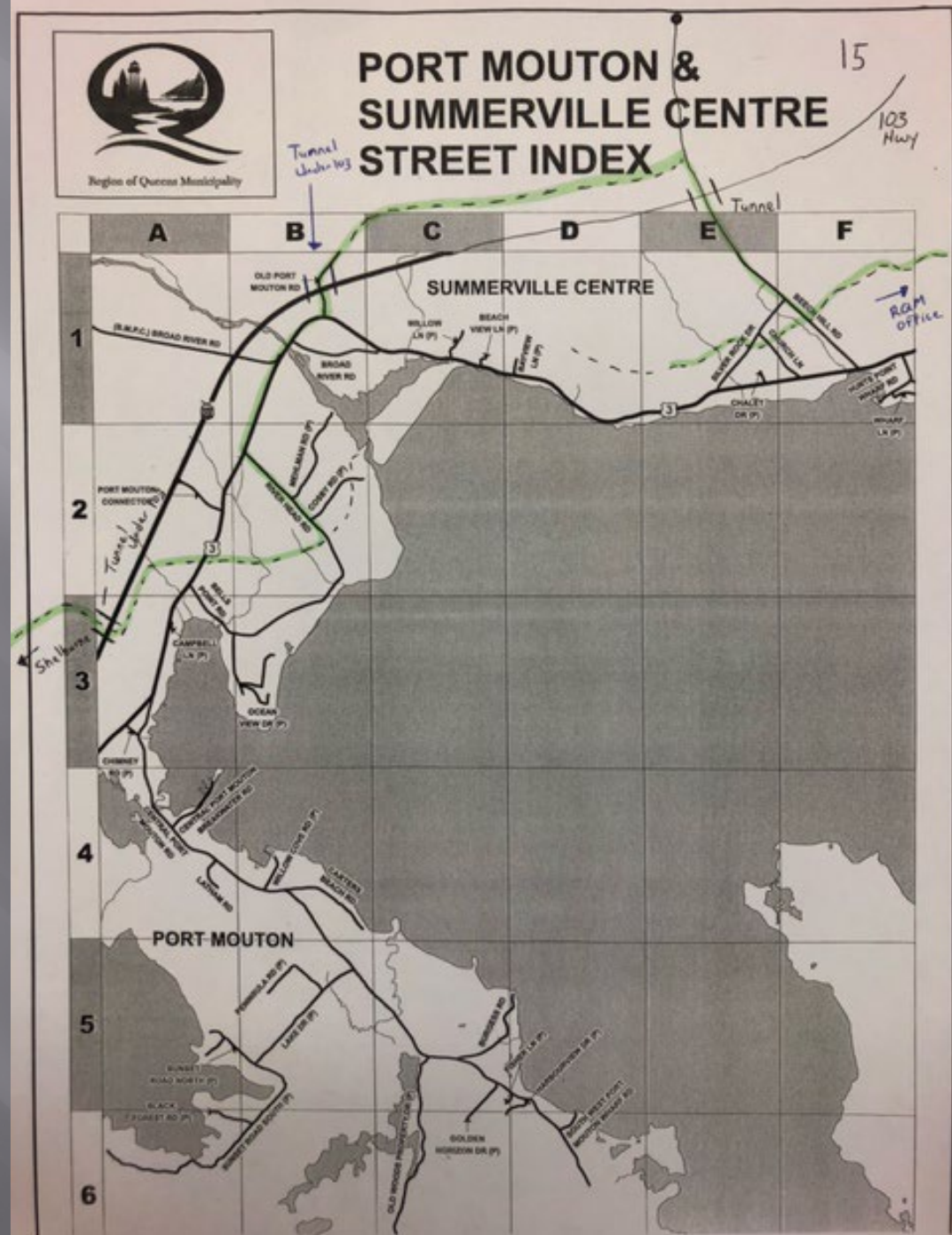
# Provincial Designation

- Alter the designation of the Trail behind the RQM office traveling towards Hunts Point until approximately Silver Rock Dr to create connectivity and access to lodging and restaurants



## Provincial Roadways

- Turning onto Beech Hill Rd from the Trail traveling inland under the 103 Hwy to 'Old Port Mouton Rd', traveling across roadway to Route 3 Hwy on the Liverpool side of Broad River, crossing Broad River Bridge on Route 3 Hwy traveling to River Head Rd and reconnecting to the Summerville Extension of the Port Mouton Multi-Use trail



# Our Asks

1. Region of Queens Municipality work with QCATVA & QRTA to begin the process of modifying bylaws to enable 'Road Trails' on roadways maintained by the RQM as indicated in the proposal
2. Region of Queens Municipality provide a letter indicating their support for the entire proposal including municipal and provincial roadways to be used as 'Road Trails' and the redesignation of the portion of Trail described to Multi-Use Trail

# Local Business Support

- Local businesses on all portions of this route have indicated they believe this connection will contribute positively to their business
- Please see the Appendix of businesses we have been contact up to July 5, 2023

Questions?

# Important Documents/Resources

- 'Road Trails' Act
  - [https://nslegislature.ca/legc/bills/64th\\_1st/3rd\\_read/b273.htm](https://nslegislature.ca/legc/bills/64th_1st/3rd_read/b273.htm)
- 2022 Spending Survey: Report on Direct Spending in NS
  - This has been submitted as PDF it is not currently available online
- Shared Strategy for Trails in NS
  - [https://novascotia.ca/trailstrategy/docs/18-47600\\_SharedStrat\\_TrailsNS\\_Report\\_ENG\\_LoRes.pdf](https://novascotia.ca/trailstrategy/docs/18-47600_SharedStrat_TrailsNS_Report_ENG_LoRes.pdf)
- NS Off-Highway Vehicle Pilot Project Evaluation
  - <https://atvans.wildapricot.org/resources/News/ohv-pilot-evaluation-report.pdf>
- Trestle Trail Agreement w/ RQM (2016)
  - This has been provided as a print document & Map
- Off-Highway Vehicles Act
  - <https://nslegislature.ca/sites/default/files/legc/statutes/off-highway%20vehicles.pdf>

## **Region of Queens Municipality Regular Council**

**Tuesday, June 27, 2023 6:00 p.m.**

**Greenfield Fire Hall, 4960 Medway River Road, Greenfield**

### **Minutes**

Present: Mayor Darlene Norman, Chair  
Deputy Mayor Jack Fancy  
Councillor David Brown  
Councillor Vicki Amirault  
Councillor Kevin Muise  
Councillor Ralph Gidney  
Councillor Maddie Charlton  
Councillor Carl Hawkes  
Dan McDougall, Interim CAO  
Christine Watson, Admin. Assistant – Planning & Development

#### **1.0 Call to Order**

Mayor Norman called the meeting to order at 6:00 p.m.

#### **2.0 Changes / Approval of Agenda**

**It was moved by Councillor Brown and seconded by Councillor Hawkes that the Agenda be approved as circulated.**

**MOTION CARRIED unanimously.**

#### **3.0 Presentation**

There were no presentations to come before this meeting.

#### **4.0 Tabling of Petitions**

There were no petitions to come before this meeting.

## **5.0 Public Question / Comment Session**

Al Moore, President, Handley's Point Land Owners Association, asked about the Associations' request for road fees to be added to tax bills. Mayor Norman stated this is approximately 70% complete and will be included in next years' budget.

She further stated RQM are working to have this to the Association for their annual meeting in September/October.

## **6.0 Approval of Minutes**

6.1 Regular Council – June 13, 2023

**It was moved by Councillor Gidney and seconded by Councillor Charlton:**

**THAT the minutes of the Regular Council meeting held June 13, 2023 be approved as circulated.**

**MOTION CARRIED unanimously.**

## **7.0 Recommendations**

7.1 Community Investment Fund – Privateers Days Commission

**It was moved by Councillor Charlton and seconded by Councillor Brown:**

**THAT Council of the Region of Queens Municipality provide grant funding to Privateer Days Commission in the amount of \$5,260.00 from the 2023-2024 Community Investment Fund.**

Dana Henley, Community Development Coordinator, stated the application from the Privateer Days Commission is for assistance with hosting the 46<sup>th</sup> Annual Privateers Days on June 23 - 25, 2023. The total eligible expenses is \$42,080 and are eligible for 12.5% funding.

**MOTION CARRIED unanimously.**

7.2 Selection of Two Representative Volunteers for Provincial Volunteer Awards Ceremony

Mayor Norman stated there were 3 volunteer's names brought forward by Councillors this year as there were none nominated through the Ripple Effect Volunteer Recognition program.

Mayor Norman asked Darrell Dexter, former Premier, from the audience to come forward and draw from the names of the volunteers to attend the Awards Ceremony to be held September 25, 2023. Sylvia Hurley and Amy MacGowan were drawn.

Mayor Norman provided background on the two volunteers.

**Sylvia Hurley, Liverpool**

Sylvia's volunteer work is outstanding, and she volunteers in a variety of nonprofit organizations throughout Queens County, and as a former Councillor for the Town of Liverpool, she feels a commitment to serving the community. Sylvia is an active volunteer with Queens County Victorian Order of Nurses (VON), including making weekly calls, and organizing orders from residents using the VON Meals on Wheels Frozen Meal program. She also acts in a secretarial role at VON Foot Clinics, greeting clients, doing the paperwork for the program, and making calls. Sylvia is a current member of K-ettes and was a long-time member of the local Kinettes Club prior to that. For Kingo Bingo, she is one of the friendly voices taking calls from winners. She is currently President of Ladies Auxiliary Milton Baptist Church and has been involved in the church for years. Sylvia is a familiar face at local festivals, helping out at the Hank Snow Tribute, and many years ago, at Privateer Days, serving as president of Privateer Days Commission, and Active member of Queens County PC Association. Some of the organizations she has served with in the past include being president of Family and Children Services, serving on the panel for restorative justice program coordinated by Department of Justice, and as a greeter at Queens General Hospital.

**Amy MacGowan, Beach Meadows**

Amy's connections in our community have led to her being a trusted volunteer who has helped many people through fundraisers she has organized throughout Queens County. She holds "no official titles" on any not for profits however, she always steps up and leads the way with fundraising initiatives in our community whenever people are in need. Each year, Amy organizes benefits for at least two families annually dealing with health concerns or losses due to fire. She also

holds fundraisers to benefit local community organizations and donates profits from portrait sittings (she is a professional photographer) and Santa photos to the organizations; some local organizations she has helped include Seaside Centre, Coastal Queens Community Hostel, and Queens County SPCA. Most years, the fundraising she coordinates totals approximately \$20,000. This year, at the halfway point of the year, she has coordinated fundraising efforts of more than \$35,000. These include two separate fundraisers for local families dealing with diagnoses of cancer, raising over \$27,000 for the families, and she quickly organized the Queens Cares Convoy when the wildfires were out of control in Shelburne and Barrington, raising over \$6,000, with 12 cars and 3 trailers full of food, beverages, clothing, and gift cards to help those fighting fires and those displaced by the fire.

**It was moved by Councillor Amirault and seconded by Councillor Brown:**

**THAT Council of Region of Queens Municipality select Amy MacGowan and Sylvia Hurley as the Region of Queens Municipality's 2023 Volunteers of the Year.**

Councillor Muise enquired if names can be brought forward through the Ripple Effect if they've previously been nominated. Mayor Norman stated that it may be time to review the Ripple Effect program.

**MOTION CARRIED unanimously.**

Deputy Mayor Fancy Declared a Conflict of Interest at 6:15 p.m. while Item 7.3 was being discussed.

7.3 Rezoning – Lawrence Street in Liverpool

**It was moved by Councillor Gidney and seconded by Councillor Charlton:**

**THAT Council of Region of Queens Municipality give notice of its intention to amend the Land Use Bylaw to change the zoning of PID#70027982, 70040423, 70017983 and 70028477 to Multiple Unit Residential (RM);**

**AND THAT a public hearing be scheduled for Tuesday, August 8, 2023 in the Council Chambers of the Municipal Building, 249 White Point Road in Liverpool, NS, at 9:00 a.m.**

Mike MacLeod, Director of Planning and Development, stated Council approved entering into a purchase and sale agreement to sell four parcels of Municipal land on Lawrence Street and Amherst Street by private developers to construct multiple unit housing.

The properties are zoned as Lower Density Residential (RL) under the Land Use Bylaw and have a future land use designation of Serviced Residential (RES) under the Municipal Planning Strategy.

The use being proposed, a multiple unit residential housing project, for the properties is not permitted in the RL Zone but the opportunity for consideration of the proposed use would be through amendments to the Land Use Bylaw to change the zoning to Multiple Unit Residential (RM).

Council has established, through policy, a number of evaluation criteria under Policy 6-21 when looking at proposed amendments to the Land Use Bylaw.

The Municipal Planning Strategy identifies a set of sustainable planning values respecting housing. Some include:

- Encourage residential infilling on serviced lands within the Urban Services Areas.
- Encourage an increased supply of rental housing in the Municipality.
- Diversify the available housing stock beyond the traditional dominance of single-detached homes.

Considerations include:

- Total lot area for the four lots is approximately 2.6 acres.
- Proposed 26 unit residential development.
- Significant demand for new residential housing options in Queens.
- Mix of residential densities in immediate area.
- Current zoning is Lower Density Residential (RL).
- Proposed use requires amendments to the LUB to change zoning to Multiple Unit Residential (RM).
- Access to Municipal sewer and water services.
- Lots have frontage on Lawrence Street, Amherst Street and Queens Street Extension, all of which are municipally owned.

Staff have reviewed the application and are of the opinion that the proposed amendments are reasonable and in line with Council's vision, goals and policy respecting residential development.

The Planning Advisory Committee met on June 19, 2023 to review the application and are in favour of rezoning the subject properties from Lower Density Residential (RL) to Multiple Unit Residential (RM). The members of the Committee recognize the importance and need for new residential housing units in the area.

**MOTION CARRIED unanimously.**

Deputy Mayor Fancy returned to the meeting at 6:20 p.m.

## **8.0 Discussions**

### 8.1 Council Implementation Report

There were no questions or discussions arising from this report.

### 8.2 Waiving Tipping Fee – Fire Damaged Property

Mayor Norman stated a letter was received requesting the tipping fees to be waived or reduced.

Dan McDougall, Interim CAO, provided examples of how Chester dealt with such requests, i.e. consideration given to loss due to fire and account for in the budget or through unsightly premises. Council would need to decide to waive the fees or waive to a certain amount of tonnes; this property may be 5 tonnes. It would be an unbudgeted expenditure.

Councillors were in favour of waiving the fees, and to consider future requests on a case by case basis.

**It was moved by Councillor Charlton and seconded by Councillor Brown:**

**THAT this issue be referred to the next Council meeting for a recommendation.**

**MOTION CARRIED unanimously.**

### 8.3 Establishment of Police Advisory Board

Mr. McDougall stated the Municipality received correspondence from the Nova Scotia Minister of Justice regarding the establishment of a Police Advisory Board for RQM. The Mass Casualty Commission report recommended that all municipalities have police advisory boards.

A Police Advisory Board consists of either 5 or 7 members including Council members (2 or 3 respectively), citizens appointed by Council (2 or 3 respectively) who are not Council members or municipal employees, and a member appointed by the Minister,

The Chief Administrative Officer and the Chief Officer of the RCMP shall receive meeting notices and are entitled to attend meetings.

The Advisory Board must meet at least every three months; and, the primary functions of the Board are to:

- Determine priorities, objectives, and goals respecting police services in the community.
- Ensure community needs and values are reflected in policing priorities.
- Act as a conduit between the community and the police.

Dan Archibald, S/Sgt. of the Queens District RCMP is aware of this and in support.

There is an option to establish a Bylaw which identifies additional roles and responsibilities for the Board with the approval from the Minister.

Mr. McDougall stated that the Board's Terms of Reference would be brought forward at next Council meeting and then advertising for Board members would follow.

Councillors agreed to have a 7 member Board with representation from South Queens, North Queens and one from the urban area with a preference given to landowners in Queens.

## 9.0 In-Camera Items

**It was moved by Councillor Gidney and seconded by Councillor Brown that the proceedings go In-Camera at 6:40 p.m. to discuss the following:**

**9.1 Sale of Municipal Property**

**9.2 Contract Negotiations**

**MOTION CARRIED unanimously.**

Mayor Norman announced a 10 minute break at 6:40 p.m.

**It was moved by Councillor Gidney and seconded by Councillor Charlton that the proceedings exit In-Camera at 7:15 p.m.**

**MOTION CARRIED unanimously.**

## 10.0 Adjournment

The meeting adjourned at 7:15 p.m.

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Mayor Darlene Norman, Chair

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Dan McDougall, Interim CAO

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Christine Watson, Administrative Assistant – Planning & Development

Date Approved: \_\_\_\_\_

## Region of Queens Municipality Staff Report

7.1

**To:** Council

**From:** Joanne Veinotte, Director of Corporate Services  
Adam Grant, Director of Engineering and Public Works

**Date:** July 11, 2023

**Re:** Solid Waste Facility Tipping Fee Waiving

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### Background

The Region of Queens Municipality operates the Queens Solid Waste Facility at 3750 Highway 8 in Milton NS and charges prescribed fees to customers of the facility to offset capital and operating expenses.


### Details

In early May 2023, a home at 82 Tupper Street, (PID 70072277), Milton NS was destroyed by fire. In June 2023, the family approached Council requesting that tipping fees be waived out of compassion for the cleanup of the property, citing the owner's lack of adequate insurance and the financial ability to provide for proper remedial work.

The family has advised they have adequate funds to provide for site cleanup and transportation to the Queens Solid Waste Facility.

### Applicable Legislation

Section 47 (5) of the *Municipal Government Act* sets out that council may make and carry out a contract, perform an act, do anything or provide a service for



which the municipality or the council is authorized by an Act of the Legislature to spend or borrow money.

### **Budget Impacts**

This is an unbudgeted expense and will be charged as an operating expense.

### **Recommendation**

**THAT** the Council of Region of Queens Municipality waive tipping fees associated with the disposal of fire-impacted materials originating from 82 Tupper Street, Milton up to a maximum of 10 metric tons before October 1, 2023.

### **Communications**

A letter will be sent to the owner confirming the details.

## **Region of Queens Municipality Staff Report**

**7.2**

**To:** Council  
**From:** Steve Whynacht, IT Manager  
**Date:** July 11, 2023  
**Re:** Phone System

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### **Background**


Region of Queens phone system is no longer supported by Bell and has reached its end of life. Incoming and outgoing calls can still be made, however, the voice messaging system component known as the Unified Communications Module has failed, leaving the municipality without voicemail capabilities. The present phone system was new in 2014 and installed by Bell Aliant. Bell Aliant has discontinued use of all of PBX systems, Region's current system.

### **Details**

Staff have researched alternative systems to replace the current one. Timing, cost, services, and support were all factors considered. The new system will include features such as 'music on hold' which can be used as a communication tool and remote access to voice mail. All other features are similar to features of our current system. Recommendation from staff is that the Fortivoice system be purchased as a replacement for our current system. The price for this system is a one time hardware and installation fee of \$16,850. This is an unbudgeted item and therefore, requires the approval of Council. The service agreement covers 3 years.

### **Applicable Legislation**

The Municipal Government Act Section 65B Procedures for non-budgeted



expenditures states: The council shall establish procedures to authorize and verify expenditures that are not included in an operating budget or capital budget.

### **Budget Impacts**

If a new phone system is purchased for the full amount plus HST, the unbudgeted increase to the operating budget would be \$16,850, in the first year and \$400 in each future year after 3 years should support services be purchased.

### **Recommendation**

**THAT** the council of Region of Queens Municipality approve the purchase of a Fortivoice phone system and applicable hardware.

### **Communications**

Upon approval, the purchase order will be issued.

## **Region of Queens Municipality Staff Report**

**7.3**

**To:** Council

**From:** Dan McDougall – Interim Chief Administrative Officer

**Date:** July 11, 2023

**Re:** Police Advisory Board Terms of Reference

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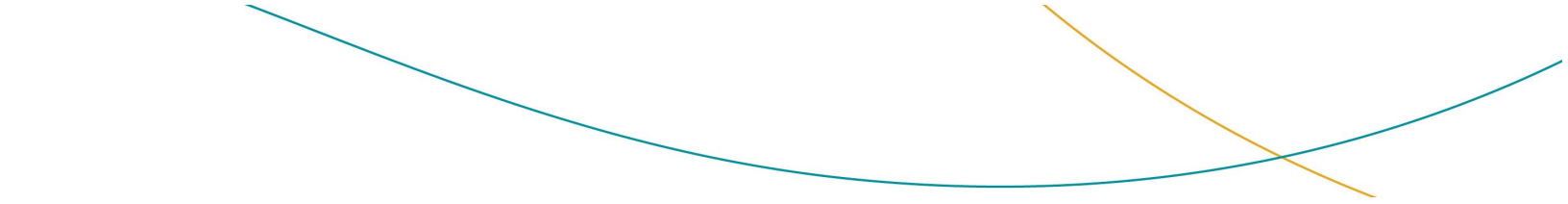
### **Background**

At the June 27, 2023 Council meeting Council discussed the establishment of a Police Advisory Board (PAB) including the number of members, and approach to appointment citizen members representing the community. Staff were directed to prepare a terms of reference for a PAB consisting of 7 members.

### **Details**

The Police Act directs that a 7 member PAB shall include 3 Council members, 3 community members appointed by Council, and 1 member appointed by the Minister of Justice.

A draft terms of reference is attached for Council consideration. Council discussed the preference for community representation from different geographic areas of the municipality. The draft terms of reference does not include any preference for qualifications or experience for community appointments such as geographic representation in Queens County, etc. Council may wish to include qualifications, such as geographic area, in the terms of reference; or, Council can wait for the review of applications received and consider this factor at that time.



A suggestion was made that Council should also consider the appointment of a community member representing the Indigenous/First Nation community. Communication with local Acadia First Nations band members has occurred and a band member has expressed interest in sitting on the PAB as a community appointment. The Native Council has not been contacted at this time.

### **Applicable Legislation**

Sections 57 to 68 of the Police Act – see the June 27, 2023 staff report attached.

### **Budget Impacts**

This initiative has not been budgeted for 2023/2024. Expenditures such as travel, and other meeting expenses will be incurred. It is not anticipated that costs will be significant for the current fiscal year. The PAB should provide advice to Council on budget requirements for future years.

### **Recommendation**

#### **First motion:**

**THAT** the Council of Region of Queens Municipality establish a seven (7) member Police Advisory Board and approve a terms of reference (as attached or revised).

#### **Second motion (for consideration):**

**THAT** Council appoint the following three Council members to the Police Advisory Board to a two-year term commencing on the first duly called meeting of the PAB:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

#### **Third motion (for consideration):**

**THAT** Council appoint the three Council members appointed to the PAB as an ad-hoc nominating committee to review applications and recommend appointments to Council for current and future community appointment vacancies on the PAB.



**Fourth motion (for consideration):**

THAT Council appoint the following community member representing the Indigenous community to a two-year term commencing on the date of the first duly called meeting of the Police Advisory Board:

- \_\_\_\_\_

**Communications**

Advertising for community member appointments.

Correspondence to Minister of Justice requesting one appointment to the PAB.



## Region of Queens Municipality

### Terms of Reference

## Police Advisory Board

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### **Purpose**

The Police Advisory Board is established in accordance with provisions in the *Police Act* S.N.S. 2004, c.31.

The purpose of the Police Advisory Committee is to provide advice to Council in relation to the enforcement of law, the maintenance of law and order and the prevention of crime in the Municipality, but the Advisory Board does not exercise jurisdiction relating to complaints, discipline, personnel conduct or the internal management of the Royal Canadian Mounted Police. Should this Terms of Reference be in contravention of any applicable legislation, the legislation shall take precedence.

### **Scope**

The roles and responsibilities of the Police Advisory Board, subject to applicable police contract(s) shall include:

- In consultation with the chief officer or the chief officer's designate, determine priorities, objectives, and goals respecting police services in the community.
- Ensure the chief officer establishes programs and strategies to implement the priorities, objectives, and goals respecting police services.
- Ensure that community need and values are reflected in policing priorities, objectives, goals, programs, and strategies.
- Ensure that police services are delivered in a manner consistent with community values, needs, and expectations.
- Act as a conduit between the community and the police department(s).
- Recommend policies, administrative and organizational direction for the effective management of the police department.
- Work with the chief officer or designate to review information provided by the chief officer respecting complaints and internal discipline.



## **Membership**

Membership to the Police Advisory Board shall have seven (7) members and include the following:

- Three (3) members of Council appointed by resolution of Council.
- Three Queens County citizen members appointed by a resolution of Council, who are neither members of Council or employees of the Municipality.
- One member appointed by the Minister.

The Chief Officer and the Chief Administrative Officer, or their designates, must receive notice of the meetings of the Advisory Board and are entitled to attend such meetings, but not to vote.

A member of the Advisory Board may be dismissed by:

- The Minister, if the Minister appointed the member.
- Resolution of Council, if Council appointed the member.

## **Chair and Vice-Chair**

The Chair and Vice-Chair of the Advisory Board shall be chosen by members of the Board on an annual basis at the first meeting of each year.

The Vice-Chair shall have the same authority as the Chair when presiding at a meeting in the absence of the Chair.

## **Oath**

Each member of the Board shall take an oath of office or affirmation as prescribed by regulation and adhere to a code of conduct prescribed by the regulations of the *Police Act*.

## **Term**

The appointment of Advisory Board members shall be:

- Two years for Council members
- Two years for citizen members
- Members may be reappointed for one additional consecutive term.

## **Meetings**

Meetings shall be held no less than every three months.



Meetings of the Advisory Board are open to the public, but all matters relating to discipline, personnel conduct, contract negotiations, and security of police operations shall be conducted in closed (in-camera) session.

Any other member of Council may attend the meetings of the Advisory Board, but may not vote, and may only take part in discussion or debate of the Advisory Board with permission of the majority of the Board present.

Other members of Council shall not attend closed (in-camera) sessions of the Advisory Board.

The Municipal Clerk or designate shall act as Recording Secretary to the Police Advisory Board, but is not a member of the Advisory Board.

### **Voting**

All members of the Advisory Board shall vote at the meeting, and any members not indicating their vote will be considered as voting in the negative.

### **Quorum**

The quorum for the Advisory Board shall be a majority of members. Where no quorum is present within fifteen minutes after the time set for the meeting, the recording secretary shall record names of members present and the Chair shall adjourn the meeting.

### **Remuneration and Expenditures**

Upon submissions of a travel expense claim, the citizen members shall be reimbursed for travel costs pursuant to municipal policy and rates.

## **Region of Queens Municipality Staff Report**

**To:** Council

**From:** Dan McDougall

**Date:** June 27, 2023

**Re:** Establishment of Police Advisory Board

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### **Background**

The Municipality does not currently have a Police Advisory Board. For a number of years, the Council has been the governance body acting as the Police Advisory Board with the understanding that this approach had received approval from the Minister of Justice at the time when this practice started. However, written approval from the Minister of Justice (pursuant to section 57(8) of the Police Act) for this governance model has not been located.


The Final Report of the Mass Casualty Commission was released in March 2023. The report identified 130 recommendations related to RCMP. A number of recommendations would include a role for municipalities including Recommendation 110 (d) which states that:

(d) Municipalities and the Province of Nova Scotia should ensure that police boards and police advisory boards are fully staffed and performing their governance function.

On May 17, 2023 the Municipality received correspondence from the Nova Scotia Minister of Justice, Brad John, regarding the Police Act requirement for the municipality to establish a Police Advisory Board for the Region of Queens Municipality.

### **Details**

A Police Advisory Board consists of either 5 or 7 members including Council members (2 or 3 respectively), "citizens" appointed by Council (2 or 3



respectively) who are not Council members or municipal employees, and a member appointed by the Minister.

The Chief Administrative Officer, and the “Chief Officer” of the RCMP shall receive meeting notices and are entitled to attend the meeting.

The Advisory Board must meet at least every three months; and, the primary functions of the Board are to:

- Determine priorities, objectives, and goals respecting police services in the community.
- Ensure community needs and values are reflected in policing priorities.
- Act as a conduit between the community and the police.

### **Considerations -**

Staff Sargeant Dan Archibald is aware and supportive of the establishment of a Police Advisory Board. Staff Sargeant Archibald is the District Commander for the Queens County District Detachment.

There is an option to establish a by-law which identifies additional or specific roles and responsibilities for the Board, with the approval of the Minister (section 68(2)). Council may wish to consider this option after the Police Advisory Board is established as the process to establish a by-law, and receive approval from the Minister, would delay the establishment of the Board. Moreover, there would be value in having the Board consider and provide advice on this option after it has operated for a period of time.

### **Tentative Timeframe –**

- Direction to staff to draft a terms of reference for a 5 member or 7 member Police Advisory Board June 2023
- Approval of Police Advisory Board Terms of Reference July 2023
- Request Minister to appoint a Board member July 2023
- Appoint (2 or 3) Council members to Board July 2023
- Advertise for citizen representatives July 2023
- Appoint citizen representatives August 2023
- Hold first Police Advisory Board meeting September 2023

## **Applicable Legislation**

The Police Act provides that:

### **Establishment and composition of police advisory boards**

57 (1) A municipality receiving policing services in whole or in part from the Royal Canadian Mounted Police or the Provincial Police shall establish a police advisory board.

(2) An advisory board consists of five or seven members.

(3) A five-member advisory board consists of

- (a) two members of council appointed by resolution of the council;
- (b) two members appointed by resolution of the council, who are neither members of council nor employees of the municipality; and
- (c) one member appointed by the Minister.

(4) A seven-member advisory board consists of

- (a) three members of council appointed by resolution of the council;
- (b) three members appointed by resolution of the council, who are neither members of council nor employees of the municipality; and
- (c) one member appointed by the Minister.

### **Chair and vice-chair**

59 A chair and vice-chair of the advisory board shall be chosen by the members of the advisory board at the first meeting in each year. 2004, c. 31, s. 59.

### **Remuneration**

61 The council may provide for the payment of a reasonable remuneration to the members of the advisory board who are not members of the council. 2004, c. 31, s. 61.

### **Meetings**

63 The advisory board must hold a board meeting at least every three months. 2004, c. 31, s. 63.

### **Public and private meetings**

65 Meetings of the advisory board are open to the public, but all matters relating to discipline, personnel conduct, contract negotiations and security of police operations may be conducted in private. 2004, c. 31, s. 65.

### **Function of advisory board**


68 (1) The function of an advisory board is to provide advice to the council in relation to the enforcement of law, the maintenance of law and order and the prevention of crime in the municipality, but the advisory board shall not exercise jurisdiction relating to complaints, discipline, personnel conduct or the internal management of the Royal Canadian Mounted Police.

(2) With the approval of the Minister, the council, by by-law, may prescribe

- (a) the additional or specific roles and responsibilities of an advisory board; and
- (b) the rules and regulations governing proceedings of an advisory board, and the advisory board has sole jurisdiction over matters so delegated to it.

(3) Without limiting the generality of subsection (1), an advisory board shall, subject to the police contract or policing agreement,

- (a) determine, in consultation with the chief officer or the chief officer's designate, priorities, objectives and goals respecting police services in the community;
- (b) ensure the chief officer establishes programs and strategies to implement the priorities, objectives and goals respecting police services;
- (c) ensure that community needs and values are reflected in policing priorities, objectives, goals, programs and strategies;
- (d) ensure that police services are delivered in a manner consistent with community values, needs and expectations;
- (e) act as a conduit between the community and the police department;
- (f) recommend policies, administrative and organizational direction for the effective management of the police department; and
- (g) review with the chief officer or the chief officer's designate information provided by the chief officer respecting complaints and internal discipline. 2004, c. 31, s. 68



The Act also includes direction on other matters such as an oath of office, training, meeting quorum, etc.

### **Budget Impacts**

It is not anticipated expenditures for the Board will be significant. As such a budget adjustment will not be required at this time. The Board, once established, may wish to recommend the establishment of a small budget for future activities such as training, travel, etc.

Municipal administrative support and coordination will be required.

### **Direction Requested**

That the Council of the Region of Queens Municipality direct staff to prepare a terms of reference for a 5 member or 7 member Police Advisory Board; and, provide other direction related to the establishment of a Police Advisory Board.

### **Communications**

- Continued communication with District Commander.
- Advertising for citizen members when appropriate.

## **Region of Queens Municipality Staff Report**

**7.4**

**To:** Council

**From:** Adam Grant, Director of Engineering and Public Works

**Date:** July 11, 2023

**Re:** Liverpool Business Development Center HVAC Replacement

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### **Background**

The former Liverpool Call Center, 54 Harley Umphrey Drive, was originally constructed in 2002 and utilizes a rooftop unit (RTU) for the facility's Heating Ventilation Air Conditioning (HVAC) needs.

### **Details**

Over the course of the last two decades of operation, the RTU at the facility has required numerous repairs, over and above what is considered normal maintenance. It has always been alleged that the existing unit is severely oversized for the local climate leading to premature failure of compressors, coils and other components.

An assessment was undertaken in 2022 that recommended the existing unit be considered for immediate replacement and recommended the installation of a new multi-unit style system. Also in 2022, Council approved the project to proceed with the design and tendering of the multi-unit style.



A tender was issued on the NS Provincial Procurement portal and closed on June 22, 2023. One submission was received by Sea Coast HVAC at a price of 1,766,325.00 + HST.

### **Applicable Legislation**

Section 47 (5) of the *Municipal Government Act* sets out that council may make and carry out a contract, perform an act, do any thing or provide a service for which the municipality or the council is authorized by an Act of the Legislature to spend or borrow money.

### **Budget Impacts**

The purchase is included as part of the 2023/2024 capital budget (\$1.9 million).

### **Recommendation**

**THAT** the Council of Region of Queens Municipality approves the tender for the replacement of the HVAC system at the Liverpool Business Development Center to Sea Coast HVAC at a cost of \$1, 766, 325.00 + HST.

### **Communications**

Upon approval, the contract will be signed with Sea Coast HVAC.

## **Region of Queens Municipality Staff Report**

**7.5**

**To:** Council

**From:** Adam Grant, Director of Engineering and Public Works

**Date:** July 11, 2023

**Re:** Replacement Municipal Street Sweeper

---

### **Background**

The Engineering and Public Works Department cleans streets and road perimeters in the former Town of Liverpool as well as more than 500 catch basins located throughout Queens County with a municipal sweeper

### **Details**

The 2023/2024 Capital Budget included the replacement of a 1995 Ford Sweeper which has surpassed its end of life and is no longer operational. Request for Quotation PW05-2023/2024 was issued on the Nova Scotia Provincial Procurement Portal and closed on July 4<sup>th</sup>.

Details of the request required the provision of a specific piece of equipment that could benefit the Public Works Department with street and curb sweeping, catch basin maintenance, and light hydro-excavation.

Two proposals were submitted. The pricing is summarized below.

Saunders Equipment Ltd

\$388,000.00 + HST 2024 Bucher/ Freightliner  
Delivery March 1, 2024



Company #2

\$492,110 + HST

Delivery December 24, 2023

Trade-in offers for the 1995 Ford were \$1,000 from Saunders for a machine in working condition and \$0 from Company #2. The machine is not in working condition and will be disposed at the Queens Solid Waste Management Facility for scrap metal.

### **Applicable Legislation**

Section 47 (5) of the *Municipal Government Act* sets out that council may make and carry out a contract, perform an act, do anything, or provide a service for which the municipality or the council is authorized by an Act of the Legislature to spend or borrow money.

### **Budget Impacts**

The purchase is included as part of the 2023/2024 capital budget at an estimate of \$365,000 + HST. The proposal represents an increase of 6.5% from January 2023.

### **Recommendation**

**THAT** the Council of Region of Queens Municipality approves the purchase of a 2024 Bucher/ Freightliner V65T/M2-106 from Saunders Equipment Ltd, Fredericton NB at a price of \$388,000 + HST.

### **Communications**

Upon approval, the purchase order will be issued.

## **Region of Queens Municipality Staff Report**

**8.2**

**To:** Council

**From:** Adam Grant, Director of Engineering and Public Works

**Date:** July 11, 2023

**Re:** Town Bridge AT Upgrades

---


### **Background**

In 1961 a new link connecting Bristol Avenue with Market Street was constructed across the Mersey River to replace the previous bridge structure. The new bridge was designed to accommodate two lanes of vehicular traffic as well as a pedestrian sidewalk on each side, all contained within the bridge superstructure.

Commonly known as the 'Town Bridge', the 105m is owned by the Province and maintained through a cost-sharing agreement between the Municipality and Province.

### **Details**

During Capital Budget deliberations, Engineering and Public Works requested funding to be allocated for the replacement of the bridge railings and pedestrian sidewalks. Council advised that they wanted to see interim repair work completed on the sidewalks to mitigate hazards while staff worked on a more comprehensive solution that would see the pedestrian ways be reinstated wider and potential bicycle lanes.



Engineering and Public Works engaged the services of CBCL Limited to provide a very high-level evaluation of the current configuration and identify options to promote active transportation (AT) with a wider sidewalk and potential bicycle lane and potential budget implications.

The following four options with an order of magnitude cost estimate are described further in the attached memo:

- 1) Maintain existing - \$325,000
- 2) Modify existing - \$700,000
- 3) Exterior AT Corridor - \$3,400,000
- 4) Separate AT Structure - \$4,400,000

## **Applicable Legislation**

## **Budget Impacts**

## **Discussion**

Staff are requesting direction from Council on how they wish to proceed.

## **Communications**



# Memo

<b>Date</b>	April 26, 2023
<b>Memo to</b>	Adam Grant, P.Eng., Region of Queens Municipality
<b>Project name</b>	Town of Liverpool Bridge – AT Upgrade Options Evaluation
<b>Project number</b>	231065.00
<b>Subject</b>	Technical Evaluation Memo – Revised as per April 21, 2023 comments
<b>From</b>	Abdullah Khayyal, P.Eng.
<b>Copies to</b>	Mark MacDonald, P.Eng. ; Mark Scanlon, P.Eng.

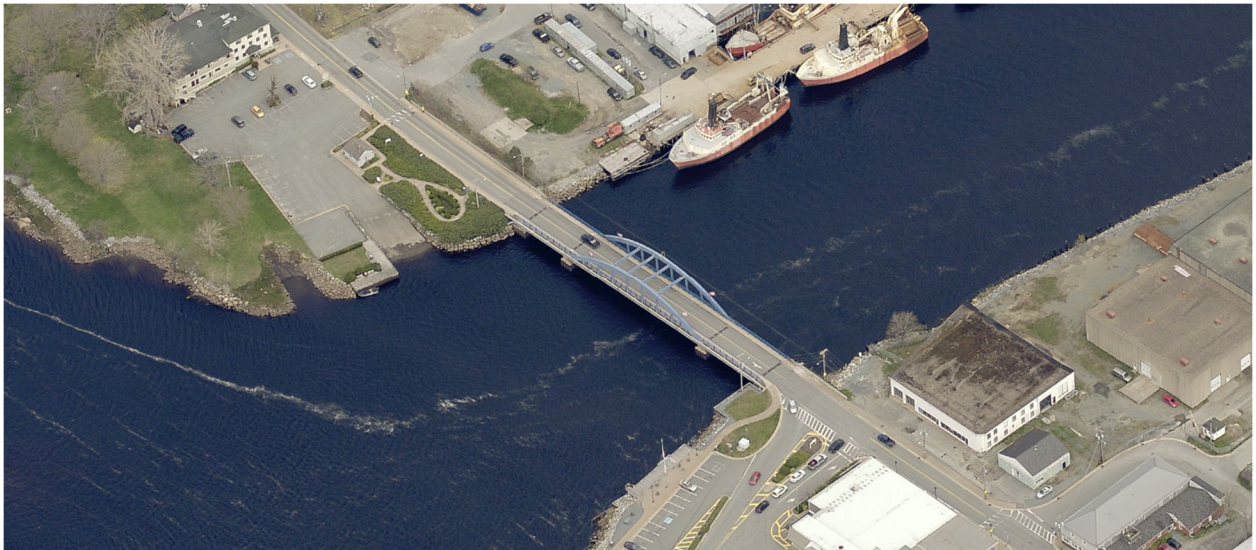
## 1. Introduction

On April 11, 2023, CBCL and Region of Queens Municipality had a meeting to discuss existing challenges and possible Active Transportation (AT) upgrade options for the Town of Liverpool Bridge. CBCL present were **Mark MacDonald, P.Eng.** and **Abdullah Khayyal, P.Eng.**, and the Region of Queens Municipality present was **Adam Grant, P.Eng.**

The existing bridge over Mersey River, constructed in 1958, serves as a critical transportation link in the Town of Liverpool and connects Bristol Avenue and Market Street. The bridge has a span of about 100m and a total inside width of about 9.6m. The Nova Scotia Department of Public Works inspects the structure regularly and they expect it to remain in service for at least another 50 years. The photos on the following page illustrate the bridge and its cross-section. As shown, it includes two traffic lanes (one per direction) plus a sidewalk on each side; the traffic lane and sidewalk widths are roughly 3.6m and 1.2m, respectively. There are no paved shoulders, dedicated bike lanes, or barriers to separate vehicular traffic from AT users.

Land uses on the upstream side of the bridge include a waterfront park and Lane's Privateer Inn & Restaurant. Conversely, land uses on the downstream side are primarily industrial, including port facilities and Mersey Sea Foods. Because of this, we understand the Town's preference for an upgraded AT facility to be located on the upstream side of the bridge.

We understand that maintaining one traffic lane in each direction is essential for vehicular traffic flow. However, the current bridge design does not adequately accommodate the needs of pedestrians, cyclists, and other AT users. Additionally, the railing on both sides of the bridge shows signs of deterioration. Therefore, the municipality is considering different maintenance/upgrade options for better accommodation of AT needs and improved safety for the bridge's users.



The purpose of this memo is to provide an overview of four potential upgrade options to address the Active Transportation issues, and initial engineering commentary for each

option based on available data, to support your decision-making process. Costs listed below are for capital project costs only; they do not include operations/maintenance costs, property acquisition costs, or engineering costs. These costs are very high level and are solely intended to provide the Town with general order of magnitude costs for each option. A full preliminary engineering study would be required to provide more accurate cost estimates if the municipality decides to proceed with any of these options.

## 2. AT Upgrade Options

The following options have been considered as potential strategies to enhance the bridge's ability to meet the needs of pedestrians and cyclists while preserving vehicular traffic flow:

- ▶ Option 1 – Maintain Existing Bridge Cross Section
- ▶ Option 2 – Modify Bridge Cross Section
- ▶ Option 3 – AT Corridor Structural Expansion
- ▶ Option 4 – Separate AT Bridge Structure

## 2.1 Option 1: Maintain Existing Bridge Cross Section

This option preserves the existing design and cross section of the bridge. It involves simply replacing the deteriorated railing and rehabilitating the asphalt and concrete sidewalk surfaces.

This is the lowest cost option, but it fails to address and support active transportation needs and the emerging trend toward multimodal transportation. It would be a missed opportunity to improve the bridge's infrastructure to cater to pedestrians and cyclists.

### Advantages:

- Least expensive option.
- Faster construction timeline.

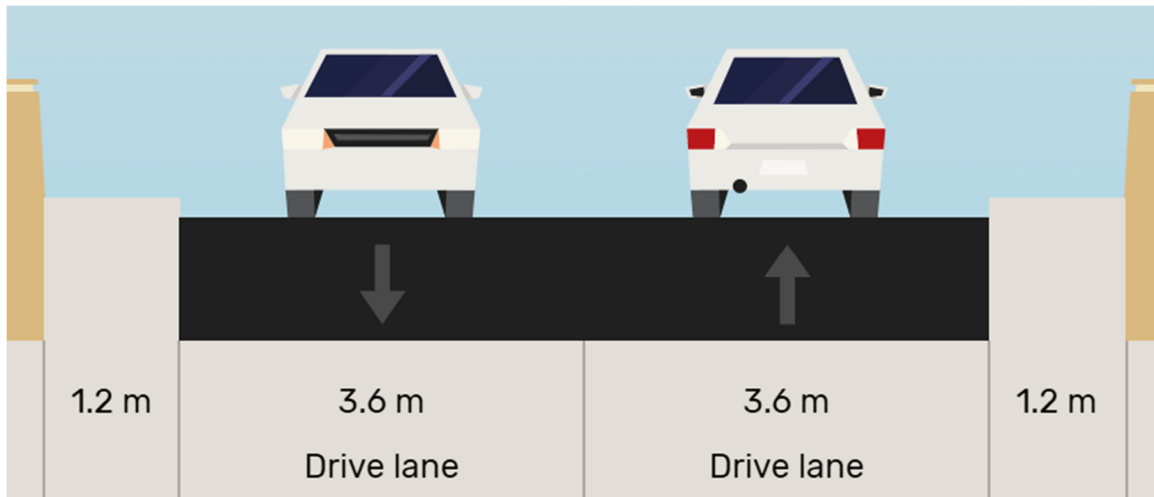
### Disadvantages:

- Does not address the pedestrian and cyclist needs.

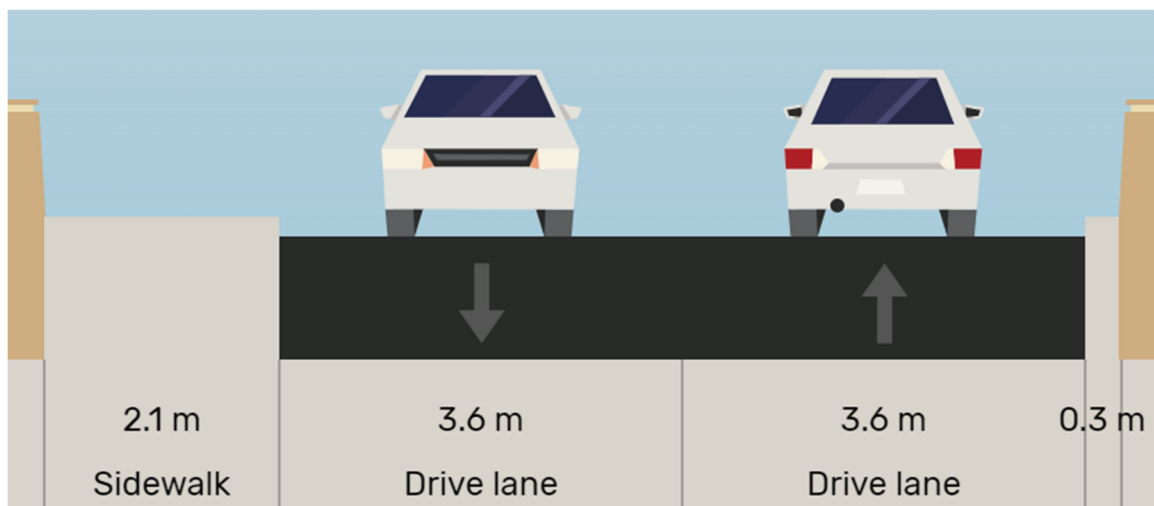
**Order of Magnitude Cost Estimate:** \$325,000

## 2.2 Option 2: Modify Bridge Cross Section

This option involves reconfiguring the traffic lanes and sidewalks, as well as shifting the roadway centreline eastward by 0.90m to allow for a wider multiuse path (up to 2.10m, if the existing traffic lane widths are maintained), within the constraints of the existing bridge structure, on the upstream side to accommodate pedestrian and cyclist needs (see figure 2). This option aims to balance the needs of vehicular, pedestrian, and cyclist traffic, and has the potential to improve the overall functionality of the bridge while preserving the original structure.



**Figure 1: Bridge Cross Section – Existing (for illustration purposes only)**



**Figure 2: Modified Bridge Cross Section – Option 2 (for illustration purposes only)**

However, it would be essential to assess how this change would impact traffic operations on the bridge and both its approaches.

A load evaluation of the existing structure would be required to determine if it has the capacity to withstand the dead load changes from the relocation of sidewalk concrete and traffic loads. Additionally, the roadway centerline shift would necessitate additional engineering services for design of the new transportation corridor section and its reconnection to existing roads and sidewalks on both ends. The realignment would also require updating signage, road markings, and traffic control measures to accommodate the new layout.

Based on Table 9.17.1 and Figure 9.17.1 in the TAC (Transportation Association of Canada) Geometric Design Guidelines, we anticipate the centreline shift could be done over a distance of 30m at each end of the bridge.

#### Advantages:

- Improves pedestrian and cyclist accessibility.
- Potentially minimal structural modifications required.

#### Disadvantages:

- More expensive than option 1.
- Limited by the existing bridge width, the potential 2.1m wide AT path is still significantly less than the ideal minimum width of 3.0m for a bidirectional multi-use path, and there is no space for a traffic-rated TL-4 barrier (which would occupy a width of roughly 400mm) to provide separation.
- Requires additional engineering services and roadway/sidewalk realignment to match into the existing approaches and sidewalks.
- Requires a load evaluation of the existing structure.

**Order of Magnitude Cost Estimate:** \$700,000

## 2.3 Option 3: AT Corridor Structural Extension

This option proposes adding an extension to the structure on the west (upstream) side of the bridge to accommodate an optimum width multi-use path. However, existing force main pipes would pose a conflict with any structural modifications on that side of the bridge (see figure 3).

A preliminary engineering exercise would need to be performed to establish whether the existing structure has capacity for the additional load from a cantilevered AT facility or if an additional girder-line would need to be added.



**Figure 3: West side of the bridge showing the existing force main**

### Advantages:

- Maintains existing traffic lane width.
- Provides a dedicated space for pedestrians and cyclists.

### Disadvantages:

- More expensive than options 1 and 2.
- Longer construction timeline.
- Would require structural inspection and modelling/analysis to identify any issues that could result from the unbalanced loading of adding an AT facility on one side.



# Memo

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- Conflicts with the existing force main on the west side of the bridge and will require further investigation.

**Order of Magnitude Cost Estimate: \$3,400,000**

## 2.4 Option 4: Separate AT Bridge Structure

This option proposes constructing a separate pedestrian bridge over the Mersey River to provide a dedicated corridor for pedestrians and cyclists without impacting the existing bridge. This new structure would be built a short distance upstream of and approximately parallel to the existing bridge.

From a transportation engineering standpoint, a separate pedestrian bridge has the advantage of providing a dedicated, safe, and attractive space for pedestrians and cyclists. It can be designed to meet current standards for accessibility, safety, and aesthetics, and would not impact the existing bridge's traffic flow. However, construction of a separate bridge requires careful consideration of the location, connection to existing pedestrian and cyclist networks, and potential impacts on the surrounding environment. In addition to the higher short-term construction costs, this option would involve long-term maintenance costs and responsibilities which should be factored into the decision-making process.

### Advantages:

- No impact on the existing bridge.
- Provides a dedicated space for pedestrians and cyclists.
- Can be designed to specifically cater to pedestrian and cyclist needs.
- A separate structure would generally be viewed as more attractive to pedestrians and cyclists because they would be fully separated from moving vehicles, alleviating the safety and noise issues which are part of the experience crossing the existing bridge as an AT user.

### Disadvantages:

- Most expensive option.
- Longer construction timeline.
- Additional maintenance costs.

**Order of Magnitude Cost Estimate:** \$4,400,000

### 3. Conclusion

Each of the proposed options for upgrading the Town of Liverpool Bridge has its own set of merits and disadvantages in terms of costs and functionality. In summary:

Option 1: This option offers the lowest cost and fastest timeline but does not represent a meaningful upgrade for pedestrians and cyclists.

Option 2: Modifying the bridge cross section balances the needs of vehicular, pedestrian, and cyclist traffic, but is heavily constrained by the existing bridge width and would require further engineering services and assessments of traffic operations and structural load capacity.

Option 3: Adding an AT Corridor on the side of the existing bridge would provide a dedicated space for pedestrians and cyclists but may face challenges related to the existing force main and the ability of the existing bridge structure to handle the unbalanced loading that would result. Further analyses would be needed to investigate this.

Option 4: The Separate AT Bridge option offers a dedicated and attractive space for pedestrians and cyclists without affecting the existing bridge but comes with higher costs and the need for careful planning and integration into the existing AT networks.

It is important to note that this memo provides an initial evaluation of the proposed options based on available data. A more in-depth subsequent study is recommended to fully explore the feasibility, benefits, and drawbacks of each option. This would enable a more informed decision-making process and provide more accurate cost estimates for the chosen solution.

We trust the information provided herein meets your present requirements. If you would like to discuss any aspect of this memo, or if you require any further guidance, clarification, or analysis on this matter, please do not hesitate to contact us.

Best regards,

CBCL Limited

## **Region of Queens Municipality Staff Report**

**8.3**

**To:** Council

**From:** Dan McDougall, Chief Administrative Officer

**Date:** July 11, 2023

**Re:** Three-Year Cost Share Agreement for Subdivision Roads

---


### **Background**

Nova Scotia Department of Public Works engages with rural municipalities to enter into three-year cost share agreements for subdivision roads. Out of this agreement, the Department of Public Works engages with Region of Queens Municipality annually to cost share in capital upgrades to roads in Queens that are owned and maintained by the province.

In 2023, Council supported a recommendation to submit four roads for upgrades under this program. Region of Queens has traditionally entered into such an agreement but has not always submitted road upgrade requests.

### **Details**

The current three-year agreement (attached) is set to expire March 31, 2024. Nova Scotia Department of Public Works is requesting that we consider entering into a new three-year agreement (attached) from 2024 to 2027. Entering into this agreement does not bind the municipality to submit road upgrade requests each year or to agree to cost share on any particular road that Nova Scotia Department of Public Works wishes to upgrade.



Currently, roads within Queens County are costed and funded according to two methods:

1. Roads within Liverpool are 75% funded by Assessment District 13 (Liverpool) and 25% funded from the general tax rate.
2. Roads outside of Liverpool are 100% owned and paid for by the Province of Nova Scotia with the exception of partial municipal funding for some J-class roads. The municipal portion of the cost share is 75% funded by assessment districts 1-12 and 25% from the general tax rate.

A detailed comparison of the existing agreement and the proposed new agreement has not been conducted.

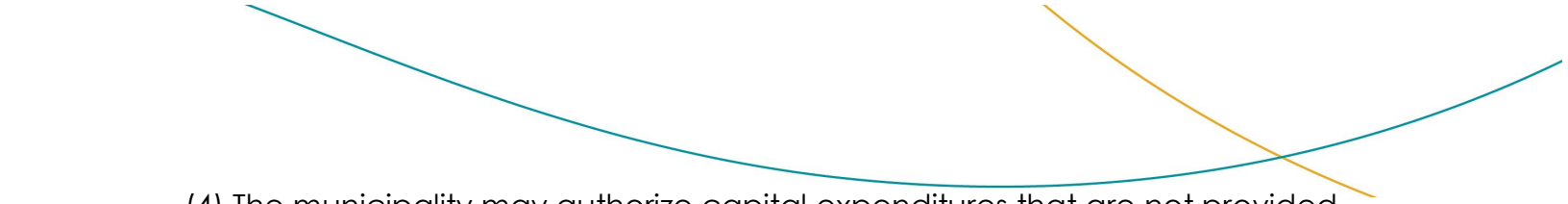
## **Applicable Legislation**

Section 65A (1) of the *Municipal Government Act* states that 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;
- (b) the expenditure is in respect of an emergency under the Emergency Management Act; or
- (c) the expenditure is legally required to be paid.

(2) The municipality may expend money provided for in an operating budget or capital budget for a purpose other than that set out in the operating budget or capital budget for that fiscal year if the expenditure does not affect the total of the amounts estimated for the operating budget and the capital budget.

(3) The municipality may authorize expenditures from its operating budget or transfer money from the operating budget to its capital budget if the total amount of such expenditures and transfers for the fiscal year does not exceed the total amount of estimated revenue from all sources in excess of the amount estimated for those sources in the operating budget for that fiscal year.



(4) The municipality may authorize capital expenditures that are not provided for in its capital budget if the total of such expenditures does not exceed the greater of

- (a) the amount authorized to be transferred from the operating budget to the capital budget under subsection (3);
- (b) the borrowing limits established for the municipality under Section 86;  
or
- (c) the amount withdrawn from a capital reserve fund under subsection 99(4).

(5) In the event of ambiguity in whether or not the municipality has the authority under this or any other Act to spend money or to take any other action, the ambiguity may be resolved so as to include, rather than exclude, powers the municipality had on the day before this Section came into force.

## **Budget Impacts**

Entering into this agreement does not have any specific budget impacts. Any requests to fund future J-class roads in Queens County would require Council authorization during that particular budget year.

## **Recommendation**

THAT the Council of Region of Queens Municipality authorize entering into the 2024-2027 Three-Year Cost Share Agreement for Subdivision Streets – Agreement NO. 2023-017 with Nova Scotia Department of Public Works;

AND THAT the Mayor and Chief Administrative Officer be authorized to execute the agreement on Council's behalf.

## **Communications**

No public communication of this agreement is required at this time. The approved motion and signed agreement will be forwarded to the Minister of Public Works for approval and signature.



Department of Public Works  
Highway Engineering and  
Construction – Capital Programs

Johnston Building, 4<sup>th</sup> Floor  
1672 Granville Street  
PO Box 186  
Halifax, Nova Scotia  
B3J 2N2

Bus: 902-424-0897  
Fax: 902-424-0571  
E-mail:  
laura.cunningham@novascotia.ca

Mr. Chris McNeill  
Chief Administrative Officer  
Region of Queens Municipality  
PO Box 1264, 249 White Point Road  
Liverpool, NS B0T 1K0

Dear Mr. McNeill:

**RE: THREE YEAR COST SHARE AGREEMENT FOR SUBDIVISION STREETS**

The current three-year agreement for the paving of subdivision streets expires March 31, 2024. Attached is an electronic copy of the new three-year agreement to be entered into with the Minister of Public Works to continue this program.

The document will cover the terms of the agreement but will not list any specific subdivision roads that are to be paved.

For each of the three years covered by the agreement, the Municipality will be asked to submit a prioritized list of roads for the next fiscal year.

The Minister will return a letter advising of the approved roads for that fiscal year. Once the Municipality agrees to the approved list, it will become part of the agreement.

Please complete and affix the Municipal Seal on the Resolution of Council authorizing the Mayor and a designate to sign the agreement, then have the Mayor and the designate sign the agreement, have witnessed, and affix the Municipal Seal. **Please return all documents to me electronically on or before July 31, 2023.**

The Department requests that the Municipality return the attached agreement, whether you currently intend to submit subdivision roads for the program. Signing the outline agreement in no way commits the Municipality to the cost-sharing of the paving of any subdivision roads unless an approved list is accepted in any fiscal year of the agreement. However, not having a signed agreement on file will prevent the Municipality from requesting any subdivision paving under this program for the next three fiscal years.

Yours truly,

*Laura Cunningham*

Laura Cunningham  
Capital Program Administration Officer

## Resolution of Council

Cost Share Agreement No. 2023-017

The following Resolution was passed at a meeting of the Council of the Region of Queens

Municipality on the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2023.

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

*"That the Mayor and \_\_\_\_\_ be authorized to sign Cost Share Agreement No. 2023-017"*

Motion Carried.

I certify that the above Resolution was passed at the duly called meeting of the Region of

Queens Municipality Council on \_\_\_\_\_ A.D., 2023.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title



# Public Works

## COST SHARING AGREEMENT NO. 2023-017

THIS COST SHARING AGREEMENT ON THE PAVING OF SUBDIVISION (J-CLASS) STREETS (this "Agreement") is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date").

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NOVA SCOTIA**, as represented by the Minister of Public Works (the "Province")

-and-

**REGION OF QUEENS MUNICIPALITY**, a municipal corporation incorporated pursuant to the *Municipal Government Act*, S.N.S. 1998, c. 18 (the "Municipality")

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**BACKGROUND:**

1. Section 308 of the *Municipal Government Act*, S.N.S. 1998, c. 18 (the "**Act**"), provides that all streets in a municipality are vested absolutely in the municipality. Section 307 of the Act provides that this does not include streets that are vested in His Majesty in Right of the Province.
2. The parties agree that it is in the best interests of the public to cooperate with each other on the construction, improvement, alteration, repair, cleaning and clearing of Village and Subdivision Streets (as hereinafter defined).
3. By Order in Council dated May 12, 1988, the Province's Executive Council approved a paving and cost-sharing program for these Village and Subdivision Streets.
4. The *1996 Provincial-Municipal Service Exchange Agreement* (the "**Service Exchange Agreement**") specifies that cost-sharing on Village and Subdivision Streets is to be apportioned between the Province and the participating municipalities on a uniform 50-50% basis.
5. This Agreement outlines the parties' joint understandings, commitments, and terms and conditions associated with the paving and cost-sharing of Village and Subdivision Streets, all in accordance with the Service Exchange Agreement, the *Public Highways Act*, R.S.N.S. 1989, c. 371 and the *Municipal Government Act*, S.N.S. 1998, c. 18.

**AGREEMENT:**

In consideration of the mutual covenants and agreements in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, and subject to the terms and conditions of this Agreement, the parties, intending to be bound, agree as follows:

1. **Definitions.** In this Agreement, unless something in the subject matter or context is inconsistent therewith, the following terms have the meanings set forth below:
  - (a) "Additional Work" has the meaning given to it under Section 5 (*Additional Works*).
  - (b) "Agreement" means this Agreement.
  - (c) "Business Day" means any day other than a Saturday, Sunday or a holiday as defined in the *Interpretation Act*, R.S.N.S. 1989, c. 235.
  - (d) "Confidential Information" has the meaning given to it in Section 15 (*Confidentiality*).
  - (e) "Cost Estimate" has the meaning given to it in Subsection 3.3.
  - (f) "Fiscal Year" means the 12-month period beginning on April 1 and ending on March 31.
  - (g) "Force Majeure Event" has the meaning given to it in Section 16 (*Force Majeure*).
  - (h) "Notice of Acceptance" has the meaning given to it in Subsection 3.4.
  - (i) "Paving" means: (i) the work of grading, gravelling, culvert repair and required upgrading of Village and Subdivision Streets to meet industry-standard specifications; (ii) paving, repaving, or double chip sealing of Village and Subdivision Streets; and (iii) pre-engineering, design, on-site engineering supervision and inspection, and incidental services that are required from the edge of the roadway to the limit of the right of way. For greater certainty, "Paving" does not include feasibility studies, construction, reconstruction, relocation, repairs, or adjustments of sidewalks, water lines, fire hydrants, sanitary sewers, sanitary sewer manholes, catch basins, water valves, utility poles, street lighting or similar work on infrastructure that accompanies a Village and Subdivision Street.
  - (j) "Village and Subdivision Street(s)" means streets located in the Municipality that are: (i) constructed prior to April 1, 1995; and (ii) under the administration and control of the Province.
2. **Term of Agreement.** This Agreement shall be effective from the Effective Date to the earlier of: (i) the date on which the Service Exchange Agreement expires or is terminated; or (ii) March 31, 2027. This Agreement applies to Fiscal Years 2024-25, 2025-26 and 2026-27.
3. **Designation and Acceptance of Streets.**
  - 3.1 In order to have the Paving of one or more Village and Subdivision Streets cost-shared under this Agreement for a Fiscal Year, the Municipality must first provide the Province with advance notice of its intention to participate in the Province's Paving program. This notice must be provided to the Province on or before October 31 of each year (commencing in the year prior to the first Fiscal Year to which this Agreement applies).

- 3.2 If the Municipality provides notice to the Province in accordance with Subsection 3.1, then the Municipality shall, at the same time, submit a list of the Village and Subdivision Streets it proposes be considered by the Province for Paving (the "**Road Submission List**").
  - 3.3 After receiving the Road Submission List, the Province shall review the Road Submission List and notify the Municipality of: (i) the Village and Subdivision Streets that the Province accepts for Paving; and (ii) the anticipated costs for such Paving (the "**Cost Estimate**").
  - 3.4 After receiving the Cost Estimate (but in no event later than twenty 20 Business Days from the date of its receipt), the Municipality shall notify the Province whether it accepts the Province's list of approved Village and Subdivision Streets and the related Cost Estimate for Paving such streets (the "**Notice of Acceptance**").
  - 3.5 If the Municipality does not provide a notice to the Province under Subsection 3.1 or a Notice of Acceptance under Subsection 3.4 by the specified times, the Municipality will be deemed to have elected not to participate in the Province's paving and cost-sharing program for the Fiscal Year in question.
  - 3.6 After receipt of the Municipality's Notice of Acceptance, the Province shall perform the Paving and any Additional Work that may be required for the identified Village and Subdivision Streets. As between the parties, the Province shall be responsible for all construction oversight and management of work required for Paving and any Additional Works.
4. **Payment of Construction Costs.** The Municipality shall pay: (i) fifty percent (50%) of the costs related to Paving performed by the Province, plus applicable taxes; and (ii) one hundred percent (100%) of the costs related to any Additional Work performed by the Province, plus applicable taxes. These payments must be made within sixty (60) days of the Municipality's receipt of the Province's applicable invoice(s).
  5. **Additional Works.** If the Paving of a Village and Subdivision Street requires that the Province adjust manholes, catch basins, or water valves, then the Province shall perform such adjustments as part of the subject street's Paving ("**Additional Work**"). Additional Work will be performed at the Municipality's full cost, in accordance with Section 4 (*Payment of Construction Costs*). The Municipality will be invoiced by the Province at the standard unit price for the required Additional Work, and the Municipality shall pay the Province promptly (and in no event later than sixty (60) days) after its receipt of any such invoice.
  6. **Work May be Subcontracted.** The Province may conduct a competitive tendering process for the selection of one or more contractors capable of completing the Paving and any Additional Work contemplated by this Agreement, in accordance with the Province's *Procurement Policy*.
  7. **Costs Over Estimate.** Where the Province conducts a tendering process pursuant to Section 6 (*Work May be Subcontracted*), then if the total approved tender price exceeds the Province's Cost Estimate by more than ten percent (10%), then the Province shall, before awarding a contract for Paving and any Additional Work, and subject to any confidentiality requirements outlined in its tender document and the proponent's bid submission, provide the Municipality with the details of

the successful bid, including all details pertaining to the proponent's pricing submission. The Municipality shall, within ten (10) Business Days of receipt of such bid details, provide the Province with written acknowledgment of its consent to the Province awarding the tender, which consent will not be unreasonably withheld. If the Municipality reasonably withholds its consent to the award of the tender, then the subject Paving or Additional Work will not proceed.

8. **Cost Overruns.** Subject to Section 7 (*Costs Over Estimate*), the Municipality shall pay for any cost overruns associated with the Paving of the Village and Subdivision Streets or any Additional Work. Cost overruns (if any) will be reflected on the Province's invoice(s) to the Municipality.
9. **Appropriation of Future Funds.** Notwithstanding anything else contained in this Agreement, in the event this Agreement extends into a Fiscal Year subsequent to its execution, continuation of this Agreement is conditional upon an appropriation of sufficient monies under the *Finance Act* (Nova Scotia) to enable the Province to make the payments committed to the Municipality. In the event that sufficient monies are not available as a result of: (i) non-appropriation for the Fiscal Year in which payment becomes due; and (ii) the payment being neither charged nor chargeable to an appropriation for a previous Fiscal Year, the Province may terminate this Agreement, without any further liability, cost or penalty whatsoever, upon giving thirty (30) days' notice to the Municipality. Termination will become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.
10. **Permits and Approvals.** The Municipality shall obtain all material permits, approvals, authorizations and consents that may be required in order for the Province to perform its duties and obligations under this Agreement. The Municipality acknowledges and agrees that the Province shall not be obligated to perform any Paving or any other duty until such permits, approvals, authorizations and consents are obtained. For greater certainty, this includes any leases to or licences over land that may be required to perform Paving of the Village and Subdivision Streets.
11. **Indemnification by the Municipality.** The Municipality agrees to indemnify and save harmless the Province and its officers, employees and agents from all liabilities, fines, suits, claims, demands and actions, of any kind and nature for which the Province or its officers, employees or agents shall or may become liable or suffer by reason of any breach, violation or non-performance by the Municipality of any covenant, term or provision hereof or by reason of any death or injury of any person or any damage or destruction of any property resulting from any act, neglect or default on the part of the Municipality or any of its servants, employees, agents, invitees or licensees whatsoever.
12. **Release from Liability.** The Municipality hereby releases the Province from any claim that may arise from construction delays or cost overruns in relation to the Paving of Village and Subdivision Streets.
13. **Disclaimer of Consequential or Indirect Damages.** Neither party will be liable to the other for any special, incidental, punitive, indirect or consequential damages arising out of or in connection with this Agreement, including lost revenue or lost profits, even if foreseeable or if a party has been advised of the possibility of such damages, and regardless of the basis on which a party is entitled to claim (including fundamental breach, negligence, misrepresentation, or other contract

or tort claim).

14. **Construction Warranty.** The Province shall obtain a contractual warranty under its contract with the contractor(s) for the Work. This warranty will be in accordance with the requirements under the *Standard Specification – Highway Construction and Maintenance*. The Province makes no other warranties whatsoever with respect to the Work, express or implied, including warranties of merchantability and warranties of fitness. The Municipality acknowledges that all such warranties are disclaimed by the Province.
15. **Confidentiality.** The Municipality acknowledges and agrees that all Confidential Information will be received in the strictest confidence and will be held and used only in accordance with and subject to the terms of this Agreement. The Municipality shall retain such information in confidence and shall treat such information with a degree of care no less than the degree of care that the Municipality employs for the protection of its own information of a similar nature. “**Confidential Information**” means any and all information identified as confidential or marked as confidential Information by the Province or is clearly recognizable as confidential information to a prudent person with no special knowledge of the Province’s business, that has or will come into the possession or knowledge of the Municipality, or to which the Municipality has access in connection with or as a result of this Agreement. “Confidential Information” does not include information that is: (a) publicly available when it is received by or becomes known to the Municipality; (b) is already known to the Municipality at the time of its disclosure to the Municipality and is not known by the Municipality to be the subject of an obligation of confidence of any kind; (c) independently developed or obtained by the Municipality; or (d) received by the Municipality in good faith without an obligation of confidence of any kind from a third party who the Municipality had reason to believe was lawfully in possession of such information free of any obligation of confidence of any kind.
16. **Force Majeure.** No party is responsible for a failure to fulfil its obligations under this Agreement or for delay in doing so if such failure or delay is due to a Force Majeure Event. If either party is prevented from or delayed in performing any of its obligations under this Agreement because of a Force Majeure Event, then the party claiming the Force Majeure Event shall promptly notify the other party which outlines the particulars of the Force Majeure Event including details of the nature of the event, its expected duration and the obligations under this Agreement that will be affected by the Force Majeure Event. A “**Force Majeure Event**” means the occurrence of one or more of the following events or any other event that is beyond the reasonable control of a party, and that interferes with, delays or prevents performance of the obligations of a party under the Agreement, provided that the nonperforming party is without fault in causing or failing to prevent such occurrence: (a) catastrophic weather conditions or other elements of nature or acts of God; (b) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (c) other events which the parties expressly agree in writing as constituting a “Force Majeure Event”.
17. **Interpretation.** In this Agreement, unless something in the subject matter or context is inconsistent therewith, words importing the singular number include the plural and *vice versa*; words importing a gender include the masculine, feminine and neutral genders; and words importing persons include individuals, partnerships, companies, associations, trusts, government agencies and any other form of organization or entity whatsoever.

18. **Governing Laws.** This Agreement will be governed by and construed in accordance with the laws of the Province of Nova Scotia.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements, understandings, representations or warranties, negotiations and discussions, whether oral or written, among the parties hereto with respect thereto, entered into prior to the date hereof, which are hereby terminated.
20. **Amendments.** No amendment of this Agreement will be binding unless in writing and signed by all the parties hereto.
21. **Waiver.** No waiver by any party hereto of any breach of any of the provisions of this Agreement will take effect or be binding upon such party unless in writing and signed by such party. Unless otherwise provided therein, such waiver will not limit or affect the rights of such party with respect to any other breach.
22. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision will be deemed to be severed from this Agreement and the remaining provisions will nevertheless remain in full force and effect.
23. **Further Assurances.** The parties agree to execute and deliver all such further documents and instruments and do, or cause to be done, all such acts and things as either party may reasonably consider necessary to evidence the intent and meaning of this Agreement.
24. **Counterparts; Electronic Execution.** This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute one and the same instrument. The parties agree that signatures transmitted, received and reproduced via electronic transmission, email or electronic signatures will be treated for all purposes of this Agreement as original signatures and will be deemed valid, binding and enforceable by and against all parties.
25. **Notices.** All notices, demands or other communications to be given in connection with this Agreement will be in writing and will be given by personal delivery, registered mail or by electronic means of communication addressed to the recipient as follows:

- (a) to the Municipality at

Mr. Chris McNeill  
Chief Administrative Officer  
Region of Queens Municipality  
PO Box 1264, 249 White Point Road  
Liverpool, NS B0T 1K0  
Tel (902) 902-354-3453  
Email: [cmcneill@regionofqueens.com](mailto:cmcneill@regionofqueens.com)

- (b) to the Province at  
Laura Cunningham  
Capital Program Administration Officer  
Johnston Building, 1672 Granville St.  
P.O. Box 186  
Halifax, NS B3J 2N2  
Tel: (902) 424-0897  
Email: [laura.cunningham@novascotia.ca](mailto:laura.cunningham@novascotia.ca)

- (c) or, to such other address, individual or electronic communication number as may be designated by notice given by either party to the other in accordance herewith. Any demand, notice or other communication given by personal delivery will be conclusively deemed to be given on the day of actual delivery thereof and, if given by registered mail, on the fifth (5<sup>th</sup>) Business Day following the deposit thereof in the mail and if given by electronic communication, on the day of transmittal thereof if given during normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonable to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or communication will not be mailed but will be given by personal delivery or by electronic communication.

*[signature page follows]*

**IN WITNESS WHEREOF** the Province has hereunto subscribed its hand and affixed its seal and the Municipality has set and affixed its corporate seal authenticated by the signatures of the Mayor and the witness hereunto duly authorized.

**SIGNED, SEALED and DELIVERED** in the presence of:

**His Majesty the King in Right of the Province of Nova Scotia**, as represented by the Minister of Public Works

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kim Masland, Minister of Public Works

\_\_\_\_\_  
Date (Day-Month-Year)

\_\_\_\_\_  
Witness

Region of Queens Municipality

\_\_\_\_\_  
Darlene Norman, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Resolution of Council Designate



Provincial Seal



Municipal Seal



**Transportation and  
Province of Nova Scotia**

**COST SHARE AGREEMENT NO. 2020-017**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**BETWEEN:**

**HER MAJESTY THE QUEEN** in Right of the Province of Nova Scotia, represented in this behalf by the Minister of Transportation and Infrastructure Renewal for the Province of Nova Scotia (hereinafter called the "**Province**"),

OF THE ONE PART

- and -

**REGION OF QUEENS MUNICIPALITY** a body corporate under the laws of the Province of Nova Scotia (hereinafter called the "**Municipality**").

OF THE OTHER PART

**WHEREAS** the Province is of the opinion that certain Village and Subdivision Streets, under the jurisdiction of the Province, and located within the Municipality, are necessary and in the public interest;

**AND WHEREAS** by Memorandum to the Cabinet Number MH1104 dated May 12, 1988 the Executive Council approved a cost sharing paving program on these Village and Subdivision Streets;

**AND WHEREAS** the April 1996 Provincial-Municipal Service Exchange Agreement specified cost-sharing on Village and Subdivision Streets is set at a uniform 50-50% basis.

**NOW THIS AGREEMENT WITNESSETH** that in consideration of the covenants, promises and agreements herein contained to be by them observed, performed and paid, the parties mutually agree as follows:

**1. INTERPRETATION**

1.1 In this Agreement, unless something in the subject matter or context is inconsistent therewith, the following terms shall have the meanings set forth below:

- (a) "**Agreement**" means this Agreement.
- (b) "**Business Day**" means any day other than a Saturday, Sunday or a statutory holiday in the Province of Nova Scotia.
- (c) "**Fiscal Year**" means the 12-month period beginning on April 1 and ending on March 31.
- (d) "**Paving**" means the work of grading, gravelling, culvert work and required upgrading of Village and Subdivision Street to meet paving standard specifications. "Paving" also means the paving, repaving, or double chip sealing of the Village and Subdivision Streets. "Paving" shall also include pre-engineering, and/or design costs on site engineering supervision and inspection and incidental costs from the edge of the roadway to the limit of the right of way. The work **DOES NOT INCLUDE** feasibility studies, the construction, reconstruction, relocation, repairs or adjustments of sidewalks, water lines, fire hydrants, sanitary sewers, sanitary sewer manholes, catch basins, water valves, utility poles, street lighting or similar work.
- (e) "**Village and Subdivision Street**" means the village and subdivision streets constructed prior to April 1, 1995 under the administration and control of the Province.

1.2 In this Agreement, unless something in the subject matter or context is inconsistent therewith, words importing the singular number shall include the plural and *vice versa*; words importing a gender shall include the masculine, feminine and neutral genders; and words importing persons shall include individuals, partnerships, companies, associations, trusts, government agencies and any other form of organization or entity whatsoever.

1.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia.

1.4 This Agreement, constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements, understandings, representations or warranties, negotiations and discussions, whether oral or written, among the parties hereto with respect thereto, entered into prior to the date hereof, which are hereby terminated.

1.5 No amendment of this Agreement shall be binding unless in writing and signed by all

the parties hereto.

1.6 No waiver by any party hereto of any breach of any of the provisions of this Agreement shall take effect or be binding upon such party unless in writing and signed by such party. Unless otherwise provided therein, such waiver shall not limit or affect the rights of such party with respect to any other breach.

1.7 Time shall be of the essence of this Agreement.

## 2. TERM OF AGREEMENT

2.1 This Agreement shall be effective for each of the following Fiscal Years:

(a) 2021-22

(b) 2022-23

(c) 2023-24

## 3. DESIGNATION AND ACCEPTANCE OF STREETS

3.1 If the Municipality chooses to participate in the program and uses a petitioning process to determine which Village and Subdivision Streets will be cost shared under this Agreement, the petition must be completed prior to submitting the road list, as per the timelines noted in 3.2. If the Municipality requires a high-level estimate (i.e. dollar per kilometre (\$/KM)), the Municipality may request from the Province such an estimate to complete the petitioning process. Only roads that have a successful petition are to be submitted to the Province.

3.2 On or before October 31 prior to the start of each Fiscal Year to which this Agreement applies, the Municipality shall provide to the Province a notice stating if it intends to participate in the Paving program for the Fiscal Year in question, and if so, which streets it wishes to be considered for Paving.

3.3 If the Province receives a notice under section 3.1 or 3.2 that the Municipality wishes to participate in the Paving program for a Fiscal Year, the Province shall review the request and notify the Municipality of the streets the Province accepts for Paving and the anticipated cost of such Paving ("**Cost Estimate**").

3.4 Within 20 Business Days from the time of receipt of the Cost Estimate to the Municipality, the Municipality shall notify the Province whether it accepts the list of approved streets and the related Cost Estimate via the Notice of Acceptance document.

3.5 If the Municipality does not provide a notice to the Province under sections 3.1 or 3.2 by the specified times, it shall be deemed to be notification that the Municipality does not wish to participate in the Paving program for the Fiscal Year in question.

3.6 The parties acknowledge that the extent to which the Province can accept streets for the program in any Fiscal Year is contingent upon the amount of funding the Paving program

receives for the Fiscal Year and the number of Municipalities that wish to participate in the Paving program.

#### 4. ADDITIONAL WORK

4.1 If an approved street for the Paving program requires that the Province adjust manholes, catch basins or water valves, the Province shall make these adjustments as part of the Municipalities request for Paving ("**Additional Work**"). Additional Work will be undertaken at the cost of the Municipality for which it agrees to make payment to the Province. The Municipality will be invoiced by the Province at the standard unit price for the required Additional Work.

#### 5. MUNICIPALITY'S OBLIGATIONS

5.1 The Municipality shall be responsible for acquiring, at its sole expense, all additional land required for Paving and Additional Work, including any necessary licenses or leases.

5.2 The Municipality agrees to indemnify and save harmless the Province and its officers, employees and agents from all liabilities, fines, suits, claims, demands and actions, of any kind and nature for which the Province or its officers, employees or agents shall or may become liable or suffer by reason of any breach, violation or non-performance by the Municipality of any covenant, term or provision hereof or by reason of any death or injury of any person or any damage or destruction of any property resulting from any act, neglect or default on the part of the Municipality or any of its servants, employees, agents, invitees or licensees whatsoever.

5.3 The Municipality must notify to the Province of their acceptance of cost overruns within 30 Business Days of receipt of the Cost Overruns from the Province.

#### 6. PROVINCE'S OBLIGATIONS

6.1 Where the Municipality has accepted the list of approved streets under section 3.5 and the related Cost Estimate under section 3.4, the Province shall be responsible for tendering the Paving and any Additional Work and for all construction oversight and management of the Paving and any Additional Work.

6.2 The Province shall notify the Municipality in writing of any cost overruns in excess of ten (10%) percent of the Cost Estimate (the "**Cost Overrun**") within 10 Business Days of becoming aware of such Cost Overruns. The Municipality shall notify the Province at its earliest convenience if they wish to proceed with the work based on the new Cost Estimate.

6.3 The Province shall provide the Municipality with statements of account for Paving and any Additional Work upon completion of the contract (the "**Statement of Accounts**").

#### 7. CONTRIBUTION AND PAYMENT

7.1 The Municipality shall pay to the Province, within 60 days of submission of accounts by

the Province to the Municipality:

- (a) fifty percent (50%) of the total amount of the statement of account for Paving; and
- (b) one hundred percent (100%) of the amount of the statement of account for Additional Work.

## 8. NOTICES

8.1 All notice, demand or other communication to be given in connection with this Agreement shall be in writing and shall be given by personal delivery, registered mail or by electronic means of communication addressed to the recipient as follows:

- (a) to the Municipality at

Mr. Chris McNeill  
Chief Administrative Officer  
Region of Queens Municipality  
P.O. Box 1264  
Liverpool, NS B0T 1K0  
Tel (902) 354-3453  
Fax (902) 354-7473

- (b) to the Province at

Laura Cunningham  
Capital Program Administration Officer  
Johnston Building, 1672 Granville St.  
P.O. Box 186  
Halifax, NS B3J 2N2  
Tel (902) 424-0897  
Fax (902) 424-0571  
[laura.cunningham@novascotia.ca](mailto:laura.cunningham@novascotia.ca)

- (c) or, to such other address, individual or electronic communication number as may be designated by notice given by either party to the other in accordance herewith. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to be given on the day of actual delivery thereof and, if given by registered mail, on the fifth business day following the deposit thereof in the mail and if given by electronic communication, on the day of transmittal thereof if given during normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonable to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or communication shall not be mailed but shall be given by personal delivery or by electronic communication.

**IN WITNESS WHEREOF** the Province has hereunto subscribed its hand and affixed its seal and the Municipality has set and affixed its corporate seal authenticated by the signatures of the Mayor and the witness hereunto duly authorized.

**SIGNED, SEALED and DELIVERED** in  
The presence of:

Her Majesty the Queen, in Right of the  
Province of Nova Scotia as represented  
by the Minister of Transportation and  
Infrastructure Renewal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lloyd P. Hines, Minister  
Department of Transportation & Infrastructure  
Renewal

Region of Queens Municipality

\_\_\_\_\_  
Witness

\_\_\_\_\_  
David B. Dagley, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Resolution of Council Designate

