

**Region of Queens Municipality Regular Council
Tuesday, August 13 , 2024
9:00 a.m.**

Agenda

1.0 Call to Order

2.0 Changes / Approval of Agenda

3.0 Presentations

3.1 South Shore Action Housing Coalition

3.2 Queens' Senior Safety

3.3 Speed Radar Signs Update

4.0 Tabling of Petitions

5.0 Public Question / Comment Session

6.0 Approval of Minutes

6.1 Regular Council – July 9, 2024

6.2 Special Council – July 17, 2024

6.3 Special Council – August 1, 2024

7.0 Recommendations

7.1 Stone Wall at Hillview

7.2 Bylaw 26 – Alternative Voting, First Reading

7.3 Policy 58 Waiver: Medway Head Lighthouse Society

7.4 2024-2025 Community Investment Fund Request: Little Red South
West School House Society

7.5 Ducks Unlimited Project at Pine Grove Park

7.6 Library Renovation Final Draft Design

7.7 Leave Accrual Fiscal 2024-2025

7.8 Uncollectable Amounts

7.9 Valuation Allowance Fiscal 2023-2024

7.10 Shared Building Inspection Services

8.0 Discussions

8.1 Endorsing NS Coalition for Healthy School Food

9.0 In-Camera

9.1 Contract Negotiations (Solar Farm Partnership)

10.0 Adjournment



Why Non-Market
Housing Options
Matter...
*and what
municipalities can do*

South
Shore
Housing
Action
Coalition

sshousingaction@gmail.com

<http://sshac.ca>

Building Understanding: Non-Market Housing

1. About South Shore Housing Action Coalition (SSHAC)
2. About Housing
3. Why Non-Market Housing Options Matter
4. Community Dynamics
5. Housing Spectrum in Lunenburg
6. Affordability: 30% of Income or Less
7. Resident Voices & Experiences
8. Opportunity: Non-Market Housing
9. Forward Momentum
10. Considerations
11. References/More Information

“Building awareness and facilitating action on the need for improved access to healthy, safe, and affordable housing options for all in Lunenburg and Queens Counties”

South Shore Housing Action Coalition

Housing...

- *IS A HUMAN RIGHT*
- *Is essential to the health and sustainability of a community*
- *Options across housing spectrum are needed*
- *Needs are fluid and dynamic throughout the lifespan*

Why Non-Market Housing Options Matter

Community Dynamics



Housing

Market Driven

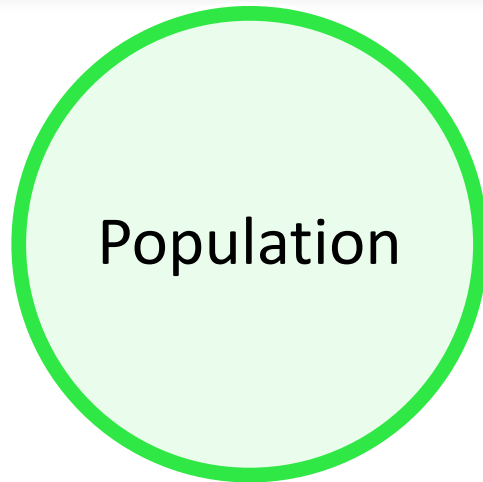
Availability

Accessibility

Affordability

Suitability

Rental vs. Ownership



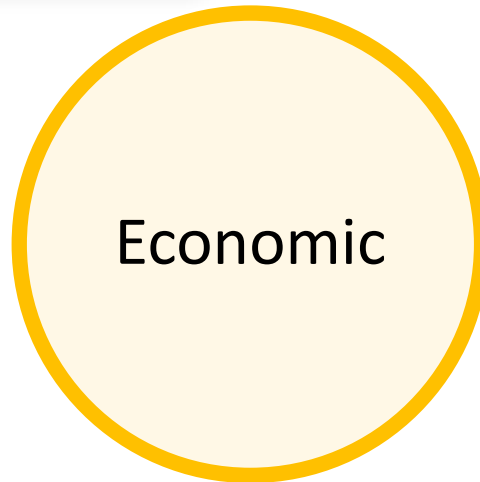
Population

Growth

Demographic Changes

Diversity

In/out migration



Economic

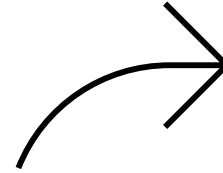
Cost of living

Funding Opportunities

Municipal Fiscal

Responsibilities

Workforce Housing



Poverty Rate for NS

13.1%

(+52% from 2021)

Highest In Canada

Child Poverty

Queens County

28.5%

(+9.8% since 2020)

Food Insecurity

28.9%

40.5% of children (+29% since 2021)

Highest in Canada

Housing

Low Income Families (NS)

69.4% spending 30%+

37.6% spending 50%+

of household income on housing

Sources: CCPA: 2023 Report Card on Child and Family Poverty in Nova Scotia; NS Department of Finance: Canada Income Survey 2022.

“89% of rental housing stock is privately owned and operated in Nova Scotia.”

*- Dr. Levitan-Reid,
extrapolated data from
Statistics Canada*



NON-MARKET HOUSING OPTIONS

The Housing Spectrum in RQM

Affordability: 30% of Income or Less

Description	Tenant Households	Homeowner Households
Average Monthly Shelter Costs	\$772	\$707
Monthly Income Required	\$2,573	\$2,357
Yearly Income Required	\$30,880	\$28,280
Hourly Wage Required	\$16.08	\$14.73



Affordable Housing Costs
Single Earner Household
 (40hr/wk at 2023/24 min wage,
 \$15.20/hr)

Affordable Shelter Costs, Based on Median Household Income	One Person Households:	Lone Parent Households:	All Households:
	\$750	\$1,270	\$1,420

Data Source: 2021 Census of Canada: Community Profile Region of Queens Municipality

Resident Voices & Experiences



“Seniors aren’t able to downsize or find suitable living arrangements.”



OPPORTUNITIES

Building Options Across the Continuum Through Non-Market Housing
Intentional Focus on Affordability, Accessibility, Suitability

Forward Momentum

- The Region of Queens is taking steps in the right direction to identify, and prioritize actions to address housing need
 - ✓ Supporting community housing initiatives
 - ✓ Municipal planning strategy goals

- **Applying for Housing Accelerator Fund**
- **Looking beyond the numbers to understand the experience**
 - SSODA's monthly reports
- **Evidence-Informed Decision Making**
 - Using available information and best practices for developing options along the housing spectrum
- **Community Capacity for Non-Market Housing Development**
 - Explore opportunities to partner with, or provide land to, non-market housing developers
 - Continued engagement with community
 - New Ross Community Care
 - Mahone Bay Community Housing Co-Op
 - Atlantic Sea Change Cooperative Housing
 - Nova Scotia Housing Trust – Wheelhouse Motel Development
 - Queens Neighbourhood Cooperative Housing
- **Learn more about Non-Market Housing Types**
 - Connect with Nova Scotia Non-Profit Housing Association
 - Consider becoming a member!
- **Continued participation in SSHAC**

Considerations

References/More Information

- **Nova Scotia Non-Profit Housing Association:** <http://nsnonprofithousing.ca>
- **Local Non-Profit Housing:**
 - Liverpool: <https://chfcanada.coop/new-co-op-to-build-affordable-homes-in-rural-nova-scotia/>
 - New Ross Care Society: <https://newrosscare.com/>
 - Mahone Bay co-op
 - Atlantic Sea Change Cooperative Housing (Lunenburg):
<https://www.facebook.com/profile.php?id=100094184426448>
- **South Shore Open Doors Association:** <https://www.ssoda.org/>
- **South Shore Housing Action Coalition:** <http://sshac.ca>
- **Census Profile, 2021 Census of Population:** <https://www12.statcan.gc.ca>



Senior Safety Program The Ask to the RQM

- In order to sufficiently serve the seniors in our communities, Queens County must have a FT coordinator for senior safety.
- The priorities are to support the safety and well-being of our elderly population. **We are requesting consideration from Council to provide the Senior Safety Coordinator with the security of being a full-time employee of the Region.** This request would include:
 - ✓ an annual salary of approximately \$53,000 (\$25,000 grant from the Province)
 - ✓ benefits normally provided to RQM employees
 - ✓ transportation costs/vehicle
 - ✓ hub space



Queens Care
Society

Senior Safety Program Referrals

- Alzheimer's and dementia care, mental health, senior abuse, isolation and loneliness, loss and grief, locating a family physician, pharmacare applications/needs, medication abuse or misunderstanding, vaccinations.
- Assisted living, LTC, homelessness, hospital discharge, residential care, poor or unsafe living conditions, private care, home support care/care giving requirements.
- Arranging transportation for medical/dental appointments and hospital discharge, financial support for EHS services. Well-being checks, mobility aids, personal alerts, medical directives.
- Food insecurity, phone/online fraud, insurance claims, income tax, senior housing, substance abuse, home maintenance needs, hoarding issues, animal neglect.
- Daily or weekly contact with various care practitioners – EHS, adult protection, continuing care, RCMP, community services, EMO, palliative care, discharge planners, physicians, pharmacists, social workers, Home Support, Housing NS, Red Cross, VON.



Senior Safety Program The Challenge

- The resource is in great demand and the services cannot be addressed with the coordinator working three days a week. Queens County has approximately 3300 residents over the age of 65. About 7.5% of those seniors are present clients of the coordinator (250)
- The Coordinator for Senior Safety has been in place with PT funding since the program began in Queens over fifteen years ago. It has always been under-staffed.
- All other counties in the Province are FT coordinators, supported by funding from the Province (\$25,000), regional councils and various community not-for-profit groups.
- Funding for Queens has been provided by the PNS (\$25K) RQM (\$5K) and in-kind donation from Queens RCMP Detachment on an annual basis.
- Up until 2018 the VON provided a vehicle to the Senior Safety Coordinator to travel throughout Queens County to conduct in-home visits with Seniors, assist clients in obtaining groceries, prescription medication, mobility aides etc., attend educational meetings and various other events. The use of a vehicle is a vital necessity toward allowing the Coordinator to fulfill the mandate of their job. Since then, the Coordinator has had to use their personal vehicle.



Senior Safety Program Other Counties

- Yarmouth and Argyle coordinators are employed by their municipality, and, receive full benefits and vehicles. The RCMP donate office space, supplies, etc. as an in-kind donation. Shelburne is employed by the town with the other municipal units contributing on a per capita basis.
- Digby is funded through both the town, municipality and the health foundation. All contribute \$18-20K each and provide a vehicle.
- Lunenburg county has 5 municipalities and towns that contribute from \$1K-\$25K each. The Town of Bridgewater is the employer and provides full benefits and a vehicle. The health foundation contributes yearly, as well as the United Way, adding to the core funding and offering a contingency fund for emergency situations and grants.
- Cumberland County is funded by both the town and municipality. Cape Breton (Richmond) works 3 days/week for the municipality, however, is also an end of life doula which takes much of her time.
- Annapolis funds salary & benefits through two foundations - Annapolis West & Soldiers Memorial and grants from the town & municipality. They use the funds from the Dept of Seniors and Long Term Care to provide program initiatives, vehicle expenses and mileage.



Thank You
Questions?



Queens County Seniors' Safety Program June 2024

10 New Referral have been made TO the Senior Safety Coordinator by:

- Community
- Home Support
- RCMP
- Self Referral
- Queens County Transit

New Referrals made due to:

- Community Supports
- Homelessness
- Landlord Issues
- Property Maintenance
- Scams
- Safety Issues - Seniors Complex
- Transportation to Medical Appts
- Von Meal Programs

Other Referrals (existing clients) have been made due to:

- Food Insecurity
- Home Safety (multiple eg. falls, mobility)
- Homelessness
- Home Support Services
- Insurance Claim Issues
- Loneliness & Isolation
- Mental Health
- Personal Alerts
- Property Maintenance (Client with rat infested home)
- Senior Housing
- Substance Abuse
- Transitioning from Home to Long Term Care
- Transportation for Medical Appts

Referrals have been made BY the Senior Safety Coordinator this month TO:

- Adult Protection
- Continuing Care
- Home/Property Care Contractors
- Department of Community Services
- Family Physicians at Queens General Hospital
- Lawyers
- Nova Scotia Public Housing Authority
- Northwood In Touch
- Queens County Food Bank
- Queens County Transit - Transportation Needs
- Queens Family Health - Social Worker
- Queens Home Support
- RCMP
- Seniors Community Health Team
- VON Meal programs

Submitted by: Shelley Walker, Senior Safety Coordinator July 16, 2024



Queens County Seniors' Safety Program June 2024

Monthly Stats:

Data	May 2024
# of clients	234
# of new referrals	10
# of home visits /appts	3
# of closed files	5 (1 LTC; 3 Deceased; 1 relocation)

June 2024 – Activities

- 05-June – SCHAT Community Rounds 2pm
- 06-June - 2024 Senior Safety Spring Expo & Fair 11am – 3pm
- 10-June – Community Foundation of NS - Queens Affordable Housing & Supports Fund Meeting 10am
- 18-June - Queens County Transit AGM & Monthly Meeting 9am
- 19-June – Meeting with Alan MacVicar – Lifeline Canada
- 20-June - Queens Care Society Monthly Meeting - QHS Boardroom 9am
- 25-June - Queens Affordable Housing & Supports Fund Meeting 10:30am

Note:

Received grant funding from the United Way, “Urgent Food & Essentials Fund.” In the amount of \$ 3,280.00 to purchase gift cards for Seniors in need of food, essentials and transportation.

Projects:

Developed & Completed the Queens County Seniors’ Helping Tree Directory
2024 Spring Seniors’ Expo & Fair – June 6, 2024 11-3 Best Western, Liverpool

***Approximately 37 Clients were “active” in the month of June 2024.**



Queens County Seniors' Safety Program July 2024

5 New Referral have been made TO the Senior Safety Coordinator by:

- Community
- RCMP
- Self Referral / Family

New Referrals made due to:

- Community Supports
- Financial Insecurity - Unable to pay rent
- Pharmacare paperwork
- Safety Issues

Other Referrals (existing clients) have been made due to:

- Affordable Senior Housing
- Food Insecurity
- Home Safety (multiple clients - eg. falls, mobility, dementia)
- Home Support Services
- Homelessness
- Loneliness & Isolation
- Mental Health
- Palliative Care Supports for family
- Personal Alerts
- Possible Senior Abuse
- Property Maintenance - mowing, gardening
- Substance Abuse
- Scams
- Transportation for Medical Appts

Referrals have been made BY the Senior Safety Coordinator this month TO:

- Adult Protection
- Continuing Care
- Department of Community Services
- Family Physicians at Queens General Hospital
- Home/Property Care Contractors
- Lifeline Canada
- Meals on Wheels - North Queens
- Nova Scotia Provincial Housing Agency
- Queens County Transit
- Queens Family Health
- Queens Home Support
- RCMP
- Seniors Community Health Team
- Senior Safety Coordinator in another County
- VON Meal programs



Queens County Seniors' Safety Program July 2024

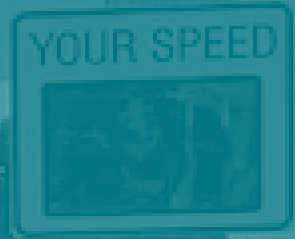
Monthly Stats:

Data	July 2024
# of clients	239
# of new referrals	5
# of home visits /appts	3
# of closed files	3 (2 went into AP care; 1 relocation)

July 2024 – Activities

- 04-July – Meeting regarding Closure of RQHS
- 08-July – QASL Meeting 2pm – Food Insecurity Partnership
- 10-July - Seniors' Coffee Social – North Queens
- 17-July - Seniors' Coffee Social – North Queens
- 17-July – SCHAT Community Rounds 2pm
- 24-July - Seniors' Coffee Social – North Queens
- 31-July - Seniors' Coffee Social – North Queens

***Approximately 33 Clients were “active” in the month of July 2024.**



SPEED RADAR SIGNS

August 13, 2024





INTRODUCTION

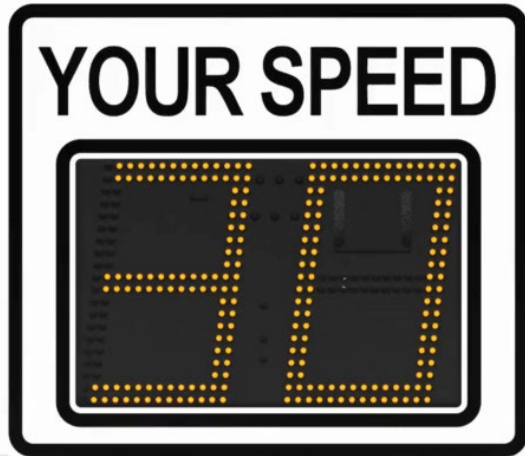


Main Objective:

The speed radar signs provide drivers with real-time information about their current speed resulting in:

1. Increase awareness among drivers 
2. Encourage drivers to adhere to safe driving practices. 

3x Speed Signs: TC-400



DISPLAY

11" LED display

Read up to 120m away

Bullet Proof

SPEED

Works best from 8kph to 80kph

POWER

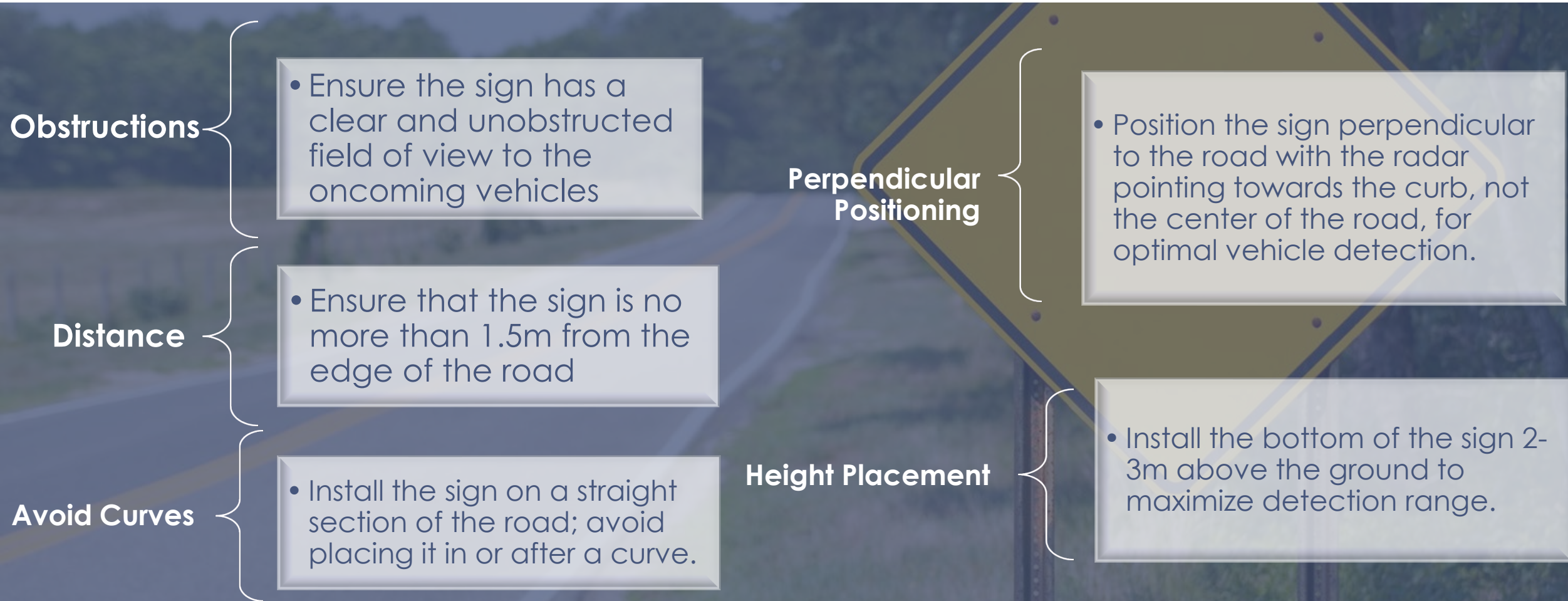
Battery-powered

Lasts Approximately 7-14 days depending on traffic usage

Accuracy

Uncertainty of ± 2 kph.

INSTALLATION CONSIDERATIONS





INSTALLATION CONSIDERATIONS

HOW SIGNS WORK

How does the sign capture speeds?

- The sign receives multiple readings of each vehicle.
- Records both the peak speed and average speed of the vehicle.
- Measurements are taken every 0.5 seconds

What is peak and average speed?

- Peak Speed
 - The fastest speed recorded by the sign.
- Average Speed
 - The calculated average of all speeds.

Why is that important?

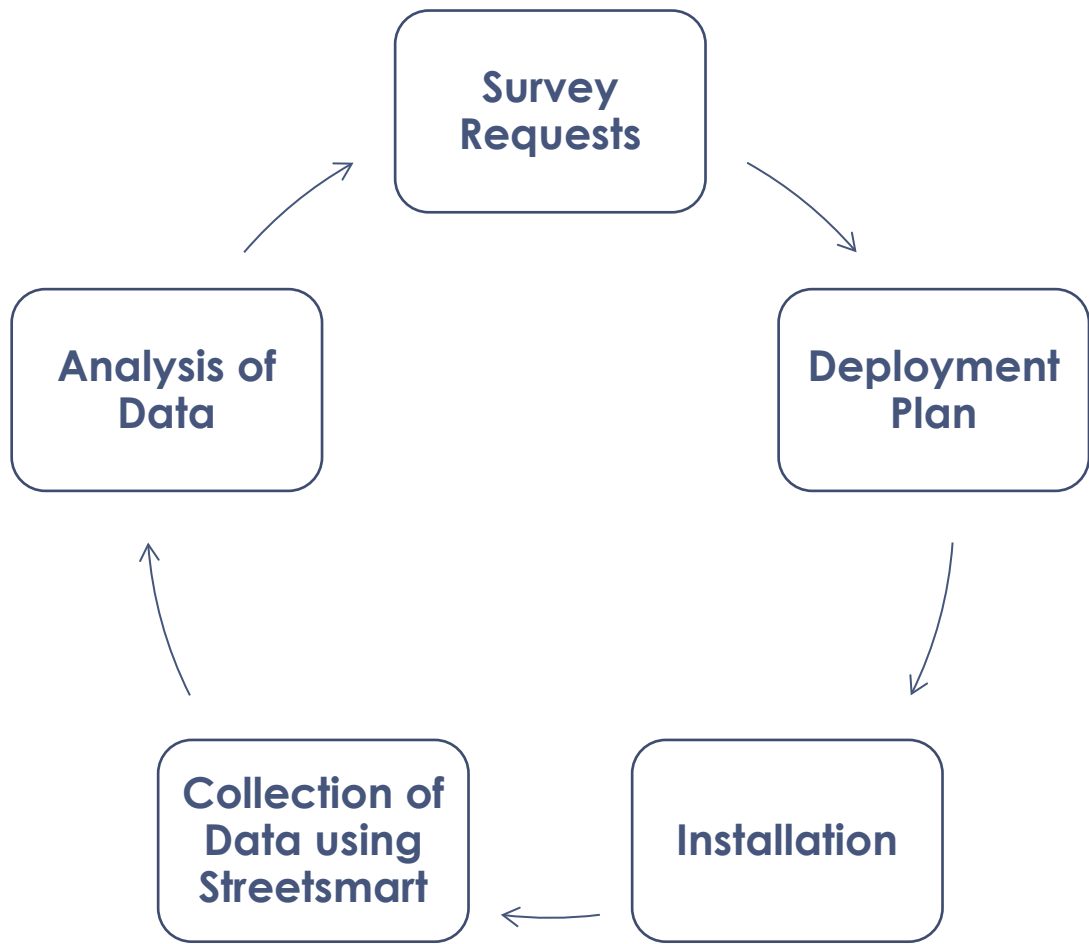
DISPLAY CONFIGURATIONS

DISPLAY ENABLED
(Stealth Mode vs.
Active Display)

**MINIMUM
DISPLAY SPEED**

**MAXIMUM
DISPLAY SPEED**

**OVER MAX
BEHAVIOR**



PROCESS

DEPLOYMENT PLAN



How Works?



Identify common locations from survey



Evaluate where signs should be placed (2 week deployments)

- Installation considerations
- Assessing infrastructure
- Seasonal factors

WHEN WILL SIGNS BE PLACED NEXT?



How long does it take to do one cycle of process on the administrative side?



**Requests to Date across Queens County: 152

WHEN WILL SIGNS BE PLACED NEXT?



How long does it take to do one cycle of process on the field side?



WHAT DATA CAN BE PRODUCED?

Summary Table

- Vehicle Count
- Avg Speeder Count and %
- Avg Speeders >10, >20, >30
- Fastest Time Period
- Peak Speeders >10, >20, >30
- Daily 85th Percentile
- Daily Avg Speed

Comparison Charts

- Daily Avg Speeds
- Daily Avg Speeds % Change
- % of Daily Speeders
- % of Vehicles by Speed Group (Peak)
- % of Vehicles by Speed Group (Avg)

WHAT DATA CAN BE PRODUCED?

Daily Charts

- # of Vehicles and Violators
- % of Speeders
- Avg Speeds
- Vehicle count by Speed
- Avg vs Peak Speeds
- Speed Summary - Vehicle count

Weekly Charts

- Vehicle and violator counts
- Daily Avg Speeds
- 85th Percentile Speeds
- Speed Summary - Vehicle Counts
- % of Vehicles Speeding
- Peak Speed
- Avg Speed
- Peak vs Avg

PREVIOUS DEPLOYMENT DATA

Charts Report

Daily Average Speeds vs. 85th Percentile Speeds

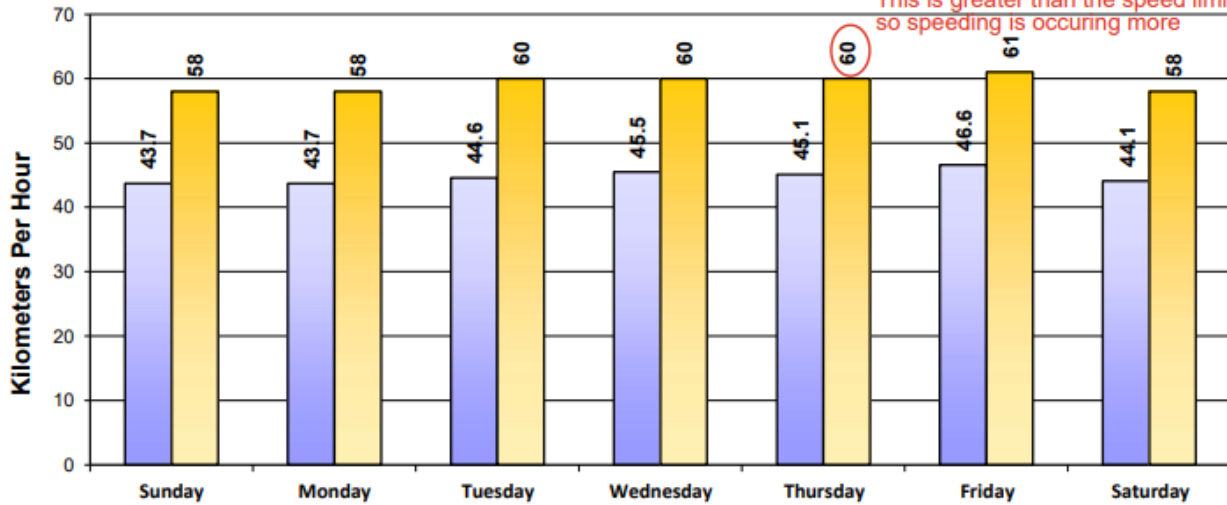
■ Avg. Speed ■ 85th pct Speed



↑ The speed drivers perceive to be safe

Speed Limit = 50 KPH

This is greater than the speed limit so speeding is occurring more



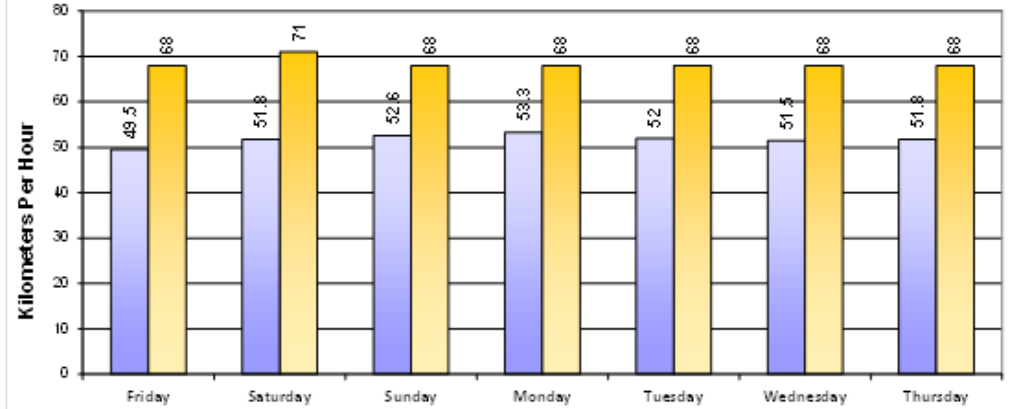
Week (7 days): 2024-06-30 - 2024-07-06

Daily Average Speeds vs. 85th Percentile Speeds

■ Avg. Speed ■ 85th pct Speed



Speed Limit = 50 KPH



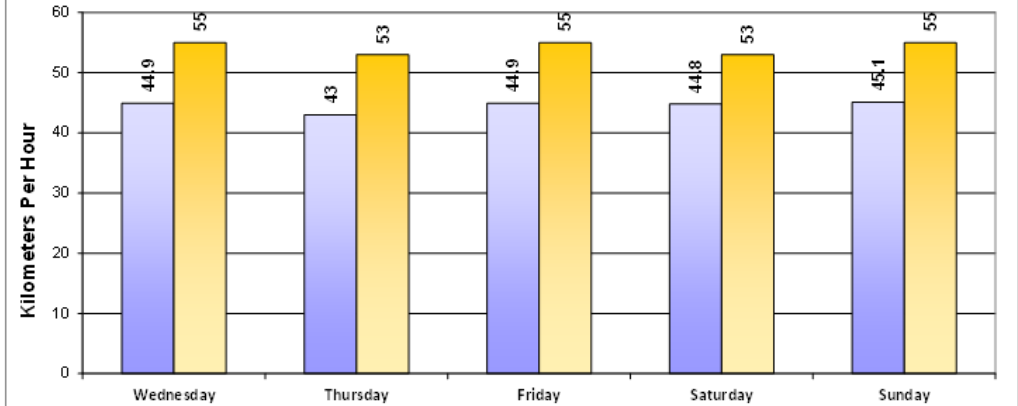
Week (7 days): 2024-07-05 - 2024-07-11

Daily Average Speeds vs. 85th Percentile Speeds

■ Avg. Speed ■ 85th pct Speed

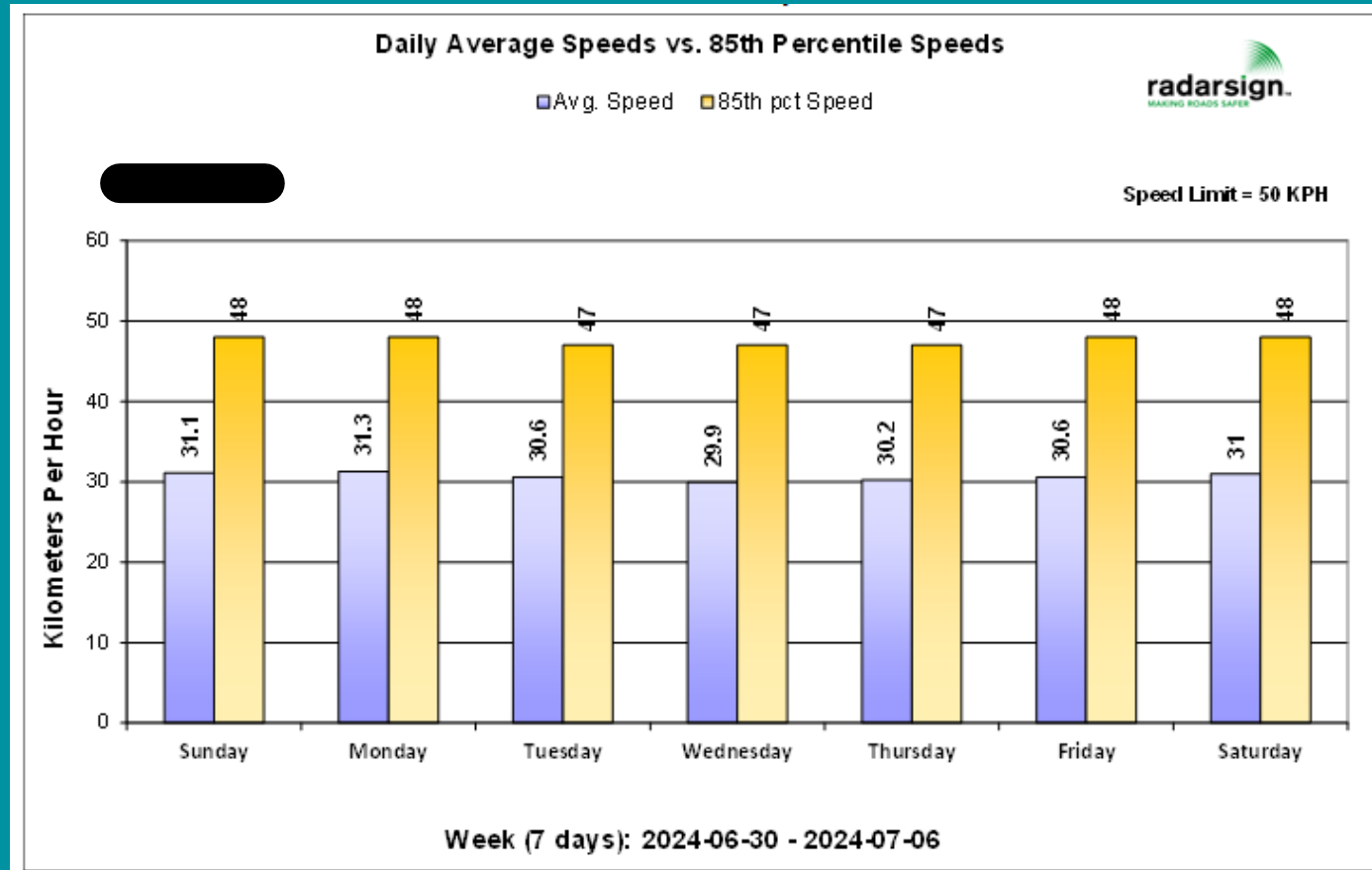


Speed Limit = 50 KPH



Week (5 days): 2024-07-24 - 2024-07-28

EXAMPLE OF LOCATION WITHOUT MAJOR SPEEDING PROBLEM



PREVIOUS DEPLOYMENT DATA (1 WEEK)

White Point Rd (Admin Building)

Vehicles: 10,605

Violators: 5,648

Main Street (Towards Fort Point)

Vehicles: 9,166

Violators: 17

Bristol Ave *

Vehicles: 15,046

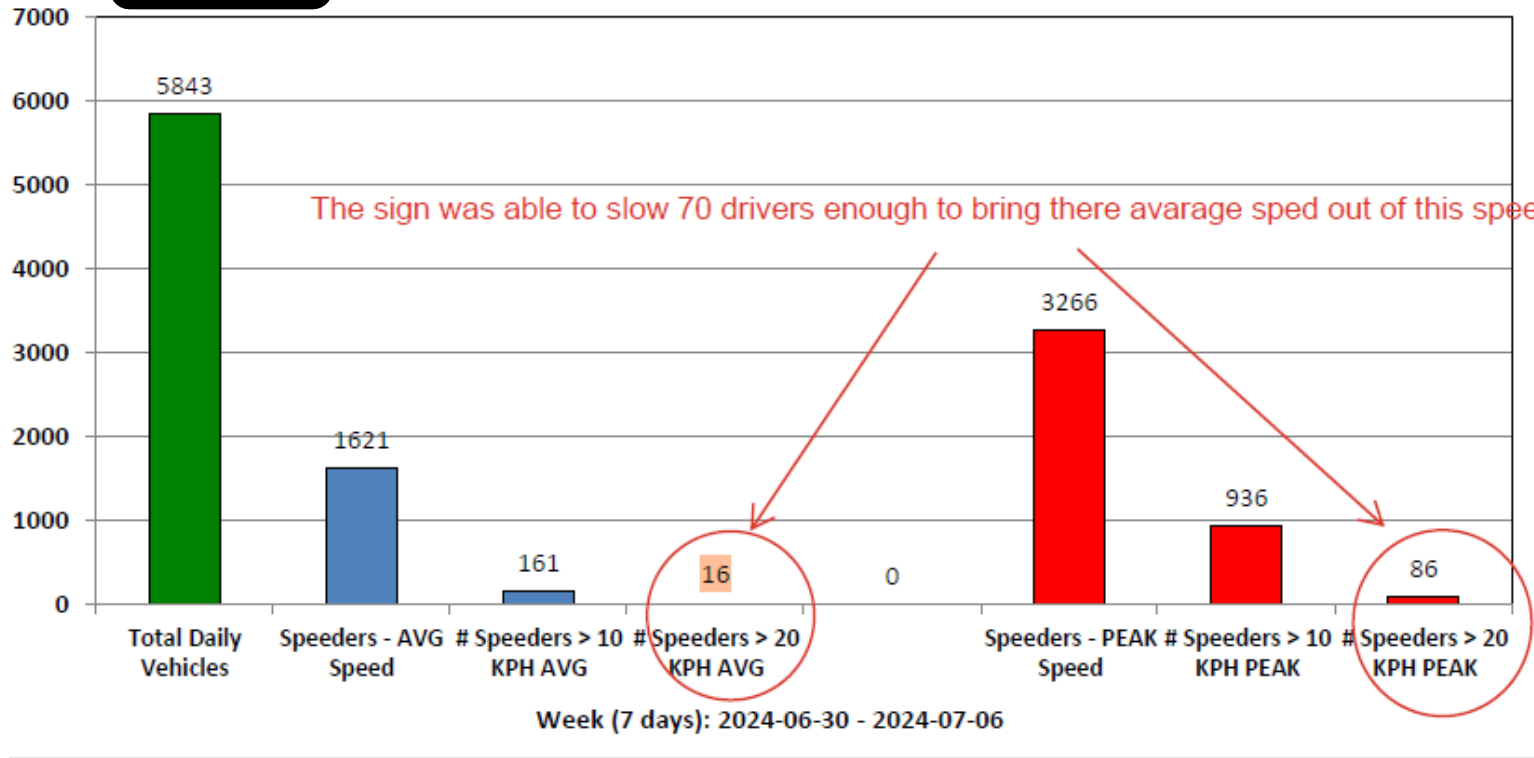
Violators: 1,563

*Only 5 days worth of data

Weekly Speed Summary - Vehicle Counts



Speed Limit = 50 KPH



PEAK & AVERAGE SPEED

SUMMARY TABLE 1/2 HOUR SEGMENT RECORDS

Serial # 304704

Street: XXXXXXXXXX

Speed Limit: 50 KPH

DATE	Vehicle Count	Speeder Count based on Avg. Spd.	Speeder Count % based on Avg. Spd.	Speeders > 10 KPH based on Avg. Spd.	Speeders > 20 KPH based on Avg. Spd.	Speeders > 30 KPH based on Avg. Spd.	Fastest Time Period	Speeders > 10 KPH based on Peak Spd.	Speeders > 20 KPH based on Peak Spd.	Speeders > 30 KPH based on Peak Spd.	Daily 85th %tile Speed	Daily Average Speed
Jun 30	702	166	24%	17	1	0	1:00p	101	11	2	58	43.7
Jul 1	812	180	22%	14	3	2	11:30p	88	8	2	58	43.7
Jul 2	910	266	29%	25	2	1	11:30p	152	14	1	60	44.6
Jul 3	959	299	31%	45	3	1	2:00p	182	14	3	60	45.5
Jul 4	886	255	29%	24	2	1	2:00p	160	12	3	60	45.1
Jul 5	802	270	34%	33	2	1	5:00p	154	15	2	61	46.6
Jul 6	772	185	24%	23	3	1	5:30p	99	12	3	58	44.1

WEEKLY SUMMARY



DATA APPLICATIONS IN LAW ENFORCEMENT

RCMP:

- **Improved Resource Deployment:** Speed signs can help the RCMP pinpoint areas where speeding and unsafe driving are common, allowing them to deploy officers effectively.
- **Safer Roads:** By using speed sign data to catch speeders, RCMP can make roads safer and reduce accidents while educating drivers.



QUESTIONS

Thank you for your time!

Region of Queens Municipality Regular Council

Tuesday, July 9, 2024

9:00 a.m.

Minutes

Present: Mayor Darlene Norman, Chair
Deputy Mayor Jack Fancy
Councillor David Brown
Councillor Vicki Amirault
Councillor Ralph Gidney
Councillor Kevin Muise
Councillor Maddie Charlton
Councillor Carl Hawkes
Mike MacLeod, Acting CAO
Angela Green, Recording Secretary

1.0 Call to Order

Mayor Norman called the meeting to order at 9:00 a.m.

2.0 Changes / Approval of Agenda

It was moved by Councillor Brown and seconded by Councillor Charlton that the Agenda be approved as presented.

MOTION CARRIED unanimously.

3.0 Presentation

3.1 Nova Scotia Coalition for Healthy School Food

Lindsay Corbin attended via Zoom, and made a presentation to Council on the work of Nova Scotia Coalition for Health School Food.

4.0 Tabling of Petitions

4.1 Bristol Avenue Petition

Deputy Mayor Fancy presented a petition on behalf of his constituents, regarding the development of a property on Bristol Avenue.

5.0 Public Question / Comment Session

1. Terry Doucette, Eagle Head – Mr. Doucette introduced himself to Council, and announced his candidacy for Mayor in the upcoming election.

2. Tony Flint, Liverpool – Mr. Flint made several comments regarding the development of a property on Bristol Avenue, and his disagreement with the plans.
3. Carolyn Campbell, Liverpool – Ms. Campbell made several comments regarding the development of a property on Bristol Avenue, and her disagreement with the plans.
4. Janet Perry, Liverpool - Ms. Perry made several comments regarding the development of a property on Bristol Avenue, and her disagreement with the plans.
5. Greg Rafuse, Liverpool – Mr. Rafuse made several comments regarding the development of a property on Bristol Avenue, and his disagreement with the plans.
6. Bob Chinard, Liverpool – Mr. Chinard made several comments regarding the development of a property on Bristol Avenue, and his disagreement with the plans.
7. William Lingley, Liverpool – Mr. Lingley made several comments regarding the development of a property on Bristol Avenue, and his disagreement with the plans.
8. Mark Flint, Liverpool – Mr. Flint made several comments regarding the development of a property on Bristol Avenue, and his disagreement with the plans.
9. Valerie Wilcox, Liverpool - Ms. Wilcox made several comments regarding the development of a property on Bristol Avenue, and her disagreement with the plans.

6.0 Approval of Minutes

6.1 Regular Council – June 25, 2024

It was noted that in 9.0 of the draft minutes, it should state that it was moved by Councillor Charlton and Seconded by Councillor Brown that the Council exit the In-Camera session.

It was moved by Councillor Charlton and seconded by Councillor Amirault:

THAT the minutes of the Regular Council meeting held June 25, 2024 be approved as amended.

MOTION CARRIED unanimously.

7.0 Recommendations

7.1 Sanitary Sewer Connection for 314 Highway 8

It was moved by Councillor Brown and seconded by Councillor Gidney:

THAT Council of Region of Queens Municipality approve the unbudgeted expenditure of up to \$27,500 for the connection of 314 Highway 8 to the municipal sanitary sewer system, funded

from the accumulated surplus.

MOTION CARRIED with 7 in favour, 1 against.

Council went on a break at 10:15 a.m., and returned to session at 10:29 a.m.

8.0 Discussions

8.1 Queens Place Emera Centre Security Camera Procurement

It was moved by Councillor Amirault and seconded by Councillor Charlton:

THAT the Council of the Region of Queens Municipality receives the report titled 'Queens Place Emera Centre Security Camera Procurement' for information.

MOTION CARRIED with 7 in favour, 1 against.

It was moved by Councillor Amirault and seconded by Councillor Charlton:

THAT the Council of the Region of Queens Municipality consider at its August 13, 2024 meeting a motion to increase the amount allocated for this budget by \$54,689.72 to cover the costs of hiring the preferred vendor and maintaining security and safety for patrons of Queens Place Emera Centre, funded from the accumulated surplus.

MOTION CARRIED unanimously.

8.2 Stone Wall at HillsvieW

It was moved by Councillor Brown and seconded by Councillor Hawkes:

THAT the Council of the Region of Queens Municipality receives the report titled 'Stone Wall at HillsvieW' for information.

MOTION CARRIED with 7 in favour, 1 against.

It was moved by Councillor Brown and seconded by Councillor Hawkes:

THAT the Council of the Region of Queens Municipality consider a motion at its August 13, 2024 meeting granting approval to have up to 100 lineal meters of the stone wall on PID# 70247887 removed and incorporated as part of a landscape element for the new long term care facility on Queens Place Drive in Brooklyn.

MOTION CARRIED unanimously.

9.0 In-Camera Items

There were no In-Camera items to discuss.

10.0 Adjournment

The meeting adjourned at 10:49 a.m.

Mayor Darlene Norman, Chair

Cody Joudrey, CAO

Angela Green, Recording Secretary

Date Approved: _____

DRAFT

Region of Queens Municipality Special Council

Wednesday July 17, 2024

4:00 p.m.

This meeting was held virtually using Teams.

Minutes

Present: Mayor Darlene Norman, Chair
Deputy Mayor Jack Fancy
Councillor David Brown
Councillor Vicki Amirault
Councillor Maddie Charlton
Councillor Carl Hawkes
Mike MacLeod, Acting CAO
Angela Green, Recording Secretary

Regrets: Councillor Kevin Muise
Councillor Ralph Gidney

1.0 Call to Order

Mayor Norman called the meeting to order at 4:00 p.m.

2.0 Recommendations

2.1 Hillsview Acres Elevator Upgrade

It was moved by Councillor Amirault and seconded by Councillor Charlton:

THAT the Council of Region of Queens Municipality approve the unbudgeted expense of \$33,272 to be funded from the existing Hillsview Reserve.

MOTION CARRIED unanimously.

3.0 Adjournment

The meeting was adjourned at 4:05 p.m.



Mayor Darlene Norman, Chair

Cody Joudry, CAO

Angela Green, Recording Secretary

Date Approved: _____

Region of Queens Municipality Special Council

Thursday, August 1, 2024

9:00 a.m.

Minutes

Present: Mayor Darlene Norman, Chair
Deputy Mayor Jack Fancy
Councillor David Brown
Councillor Kevin Muise
Councillor Ralph Gidney
Councillor Vicki Amirault
Councillor Maddie Charlton
Councillor Carl Hawkes
Cody Joudry, CAO
Angela Green, Recording Secretary

1.0 Call to Order

Mayor Norman called the meeting to order at 9:00 a.m.

2.0 Changes / Approval of Agenda

It was moved by Councillor Gidney and seconded by Councillor Brown that the Agenda be approved as presented.

MOTION CARRIED unanimously.

It was moved by Councillor Charlton and seconded by Councillor Amirault that the meeting move to In-Camera at 9:05 a.m.

MOTION CARRIED unanimously.

3.0 In-Camera

- 3.1 Contract Negotiations
- 3.2 Personnel Matters

It was moved by Councillor Brown and seconded by Councillor Hawkes that the meeting exit In-Camera proceedings at 11:30 a.m.

MOTION PASSED unanimously.

There were no motions arising from the In-Camera discussion.

4.0 Adjournment

The meeting was adjourned at 11:31 a.m.

Mayor Darlene Norman, Chair

Cody Joudry, CAO

Angela Green, Recording Secretary

Date Approved: _____

Region of Queens Municipality Staff Report

7.1

To: Mayor and Council

From: Mike MacLeod, Director of Planning and Development
Connor O'Brien, Asset Management Coordinator

Date: August 13, 2024

Re: Stone Wall at Hillsvie Acres

Background

The Planning and Development Department has received a request proposing to repurpose stones from a wall on the boundary line of Hillsvie Acres Home for Special Care property in Middlefield. It is the intent that the stones be incorporated as design elements in the new long term care facility on Queens Place Drive in Brooklyn. Refer to email attached as Appendix A.

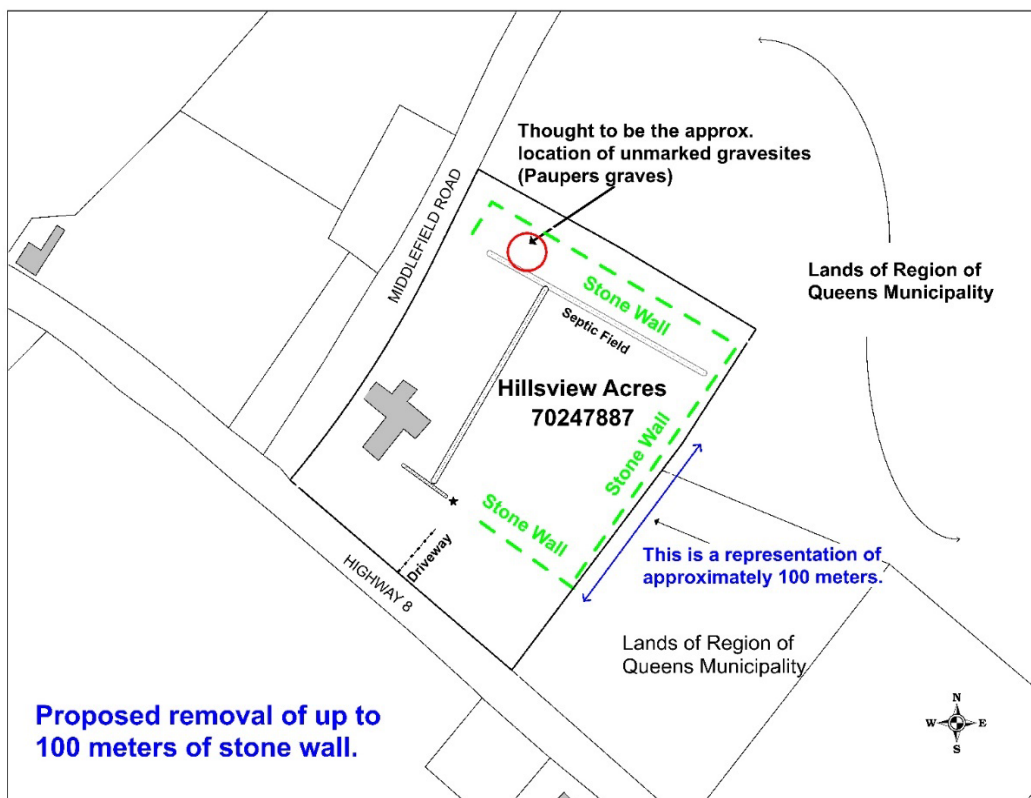


Map 1


Details

The thought behind this request is essentially to form a connection between the current facility (Hillsview Acres) and the new facility under construction. There is a desire to celebrate the history of Hillsview Acres by incorporating a part of the property into the design of the new facility.

The stone wall runs along the boundaries of the Hillsview Acres Property (PID# 70247887) as indicated on Map 1. Staff have been advised that the wall was created from stones taken from the property when the lot was cleared during construction in the late 1800's. The architects for the new development; Montgomery Sisam Architects Inc.; feel that the wall is a good representation of the history of Hillsview Acres and the stones could be reconstructed as a landscape element as part of the new build. The proposal is to remove and utilize 50 metres to 100 metres of the existing stone wall to be repurposed by the Queens Home for Special Care.



Map 2



The Region's Heritage Advisory Committee (HAC) discussed this request at its May 2, 2024 meeting and it was the feeling of the majority of members present that incorporating a part of the old into the new was a great way of helping to preserve part of Hillsvievs' past. It was suggested by HAC that if Council was in favour of moving forward with this request, that it would be fitting if some form of plaque was erected on the new landscape feature, recognizing its historic significance.


Considerations

In evaluating this request, Staff have identified several items for Council to take into consideration, should they choose to move forward.

1. From earlier research conducted on the Hillsvievs Acres property, it was identified that there may be some unmarked graves along the north-eastern boundary. Upon staff investigation, no above surface evidence could be found to indicate its exact location. The suspected area is currently mowed/maintained.
2. On-site septic infrastructure occupies a significant portion of the property. Refer to Map 2.
3. Removal of the stones may require limited access to the property by heavy equipment and remediation to portions of the property may be required.
4. The Municipality owns abutting lands on the north east and south east boundaries of the Hillsvievs Acres property.
5. Responsibility for carrying out the work and associated costs.
6. Location of stone removal.
7. Recognition / significance of stones in proposed landscape feature.

Staff have reviewed this request and are of the opinion that there is potential to accommodate this request, with the following suggestions:

- All work to be carried out by representatives of Queens Home for Special Care, or those holding Prime Contractor Status and representing the Queens Home for Special Care.
- All costs associated with this work, including any reclamation and/or remediation work, to be the responsibility of Queens Home for Special Care.

- 
- Queens Home for Special Care recognize the historic significance of the stones in their new landscaped feature.
 - Only surface stones should be removed, and by way of a light touch approach where no subsurface excavation is to take place. That is to say that a single layer of stones similar in dimension to the wall is to be left undisturbed as an indication of the existing boundary line location. The integrity of the grounds are to take priority over volume of materials.
 - Prior to any on-site activities taking place, a plan is to be submitted to the Region of Queens Municipality that details the scope of work including but not limited to size and type equipment proposed to be used, any contractor involvement and details, schedule and timing of work, site access and protection, reclamation and reinstatement of impacted areas, and any other pertinent details, such as limiting work to dry periods when the risk of damage will be minimized; for approval by the Director of Engineering and Public Works and Administrator of Hillview Acres.


Budget Impacts

No budget impacts. All costs incurred in the removal of the stones from the Hillview Acres property, including any necessary remediation of the property, shall be the responsibility of Queens Home for Special Care.

Recommendation

(1) THAT the Council of the Region of Queens Municipality grant approval for Queens Home for Special Care to remove up to 100 lineal metres of the stone wall on PID# 70247887 and incorporated the stones as part of a landscape element for the new long term care facility on Queens Place Drive in Brooklyn;

AND THAT Queens Home for Special Care submit a detailed work plan to the Director of Engineering and Public Works and the Administrator of Hillview Acres for review and approval, prior to commencement of any work;



AND THAT a plaque be erected on the new landscape feature by the owners of the new facility, recognizing the historic significance of the stones.

Appendix A

Mike MacLeod

Subject: FW: Hillsview Acres' Rock Wall

From: Tony Ross <TRoss@montgomerysisam.com>

Sent: Tuesday, March 26, 2024 12:44 PM

To: Joanne Veinotte <jveinotte@regionofqueens.com>; Audrey Wamboldt <awamboldt@regionofqueens.com>

Subject: Hillsview Acres' Rock Wall

CAUTION: This email originates from outside the organization. Do not open attachments or click links unless you are sure this email comes from a known sender and you know the content is safe

Hi Audrey and Joanne,

Below is a short narrative – some context and conversations leading up to an idea around the Hillsview Acres stone fences.

I hope this is helpful – and I am happy to continue the conversation anytime if any more information is required:

On June 26 last year, members of our design team visited Hillsview Acres to provide a general project update related to the design of the new Home.

I think this was the fourth time that I had visited Hillsview Acres. I love going there – I have been able to get to know many of the staff and Residents over the last 18 months and they are all so warm and so wonderful.

We were visiting to present an update on the Architectural Design. Our Interior Designer was also attending with me, and part of our presentation was to show Residents some first images of the interior and get their feedback.

For this session – we had a half day booked – which was brilliant – no one was rushed and we had lots of time to present the project and most importantly – lots of time to talk !

Our session was really well attended – I recall that we were set up in the Recreation Room at Hillsview – and the room was full ! Maybe 15 or more residents, plus staff and some families.

People were really excited to see the design progress.

When we showed the renderings of the new Home – I noticed that some members of the group got really excited. The images of the new Home that we showed had classic sloped roof forms – and the Residents and families told us that the images of the new Home we were showing looked like some of the historical images of the farm buildings of Hillsview Acres. I got the sense that some people in the room felt a connection between the history of Hillsview and the vision for the new build.

So we took some time to talk about this more – we found out that it was not just the sloped roof forms – other elements like the classic punched windows, the choice of white siding etc. were all contributing to this feeling.

We talked more about the history Hillsview Acres and all of the good that this place has provided to Residents and families over the years; and we talked about ways that this could be remembered and celebrated in the new Home. Residents, families and staff told us that it was important to them that the new Home recognized and celebrated that history in a way that Hillsview felt visibly and physically present on the new site and the new future.

Then a few Residents and staff members took us to the Dining Room – and on the wall they showed us one of the historical images that they knew about but we did not. I took a photo of it and I have included it below. They were right - we saw and understood that day what they were feeling in the other room.

Then in the photograph, we also noticed and admired the old stone fence at the edge of the clearing for the farm. The group told me it was still there – so we went outside together and spent the next half hour wandering the edge of the site and talking with the group about an idea to carry part of this element and its history forward into the new site.

Here is why we found the stone fence compelling:

Time – the rocks have existed for all time; we imagine that the act of moving of those stones from the property to the edge of the site was one of the first gestures of the land

Definition – assembled into a wall, these stones defined the boundary of the land

Place - in defining the lands, they created place

History - those stones have been present for the entire history of the place

Witness – the stones bear witness to all of the history of the land and the place

We see an opportunity to carry a portion of this element forward to the new site and placed there in a new context. The stone fence could be reconstructed as a landscape element on the edge of the new site – a vessel carrying forward a history and a memory of a former place; and contributing physically to the definition of a new place and to the creation of a new future.

We think the stone fence could be visible to the community - an opportunity to present the history of Hillsview Acres to others that may be unaware; to instigate conversation, to educate others and allow them to learn and understand as we have done in our time with the group.

We think the stone fence element could be presented as a landscape element and site art installation - something to be engaged with physically (walk around, walk through, climb etc) but with a wider greater purpose to your Region and your community.

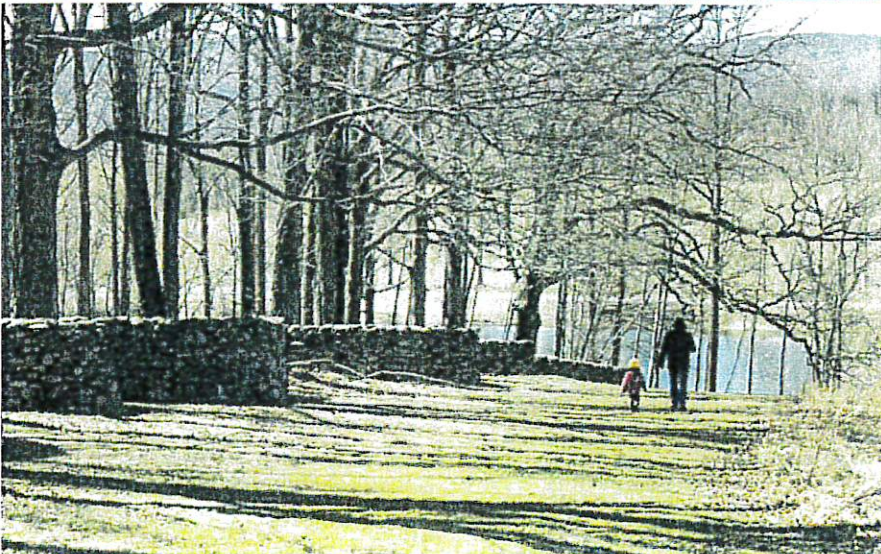
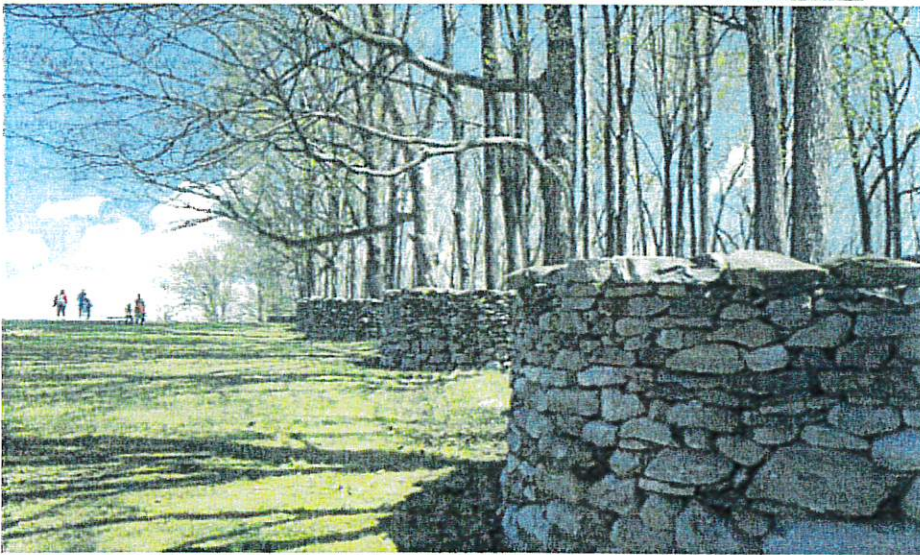
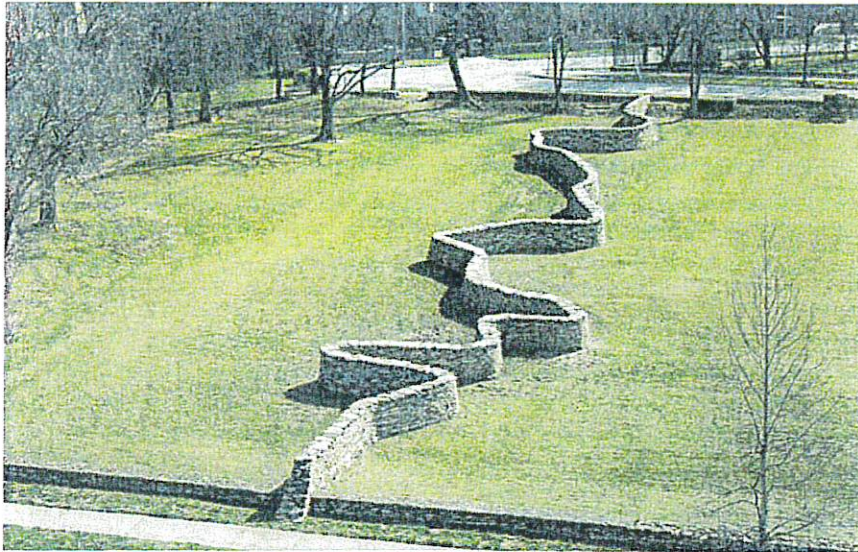
Here is the historical photo; and the rendering of the new Home we looked at on June 26:



Here is an image of the stone walls that we observed on the site on June 26:



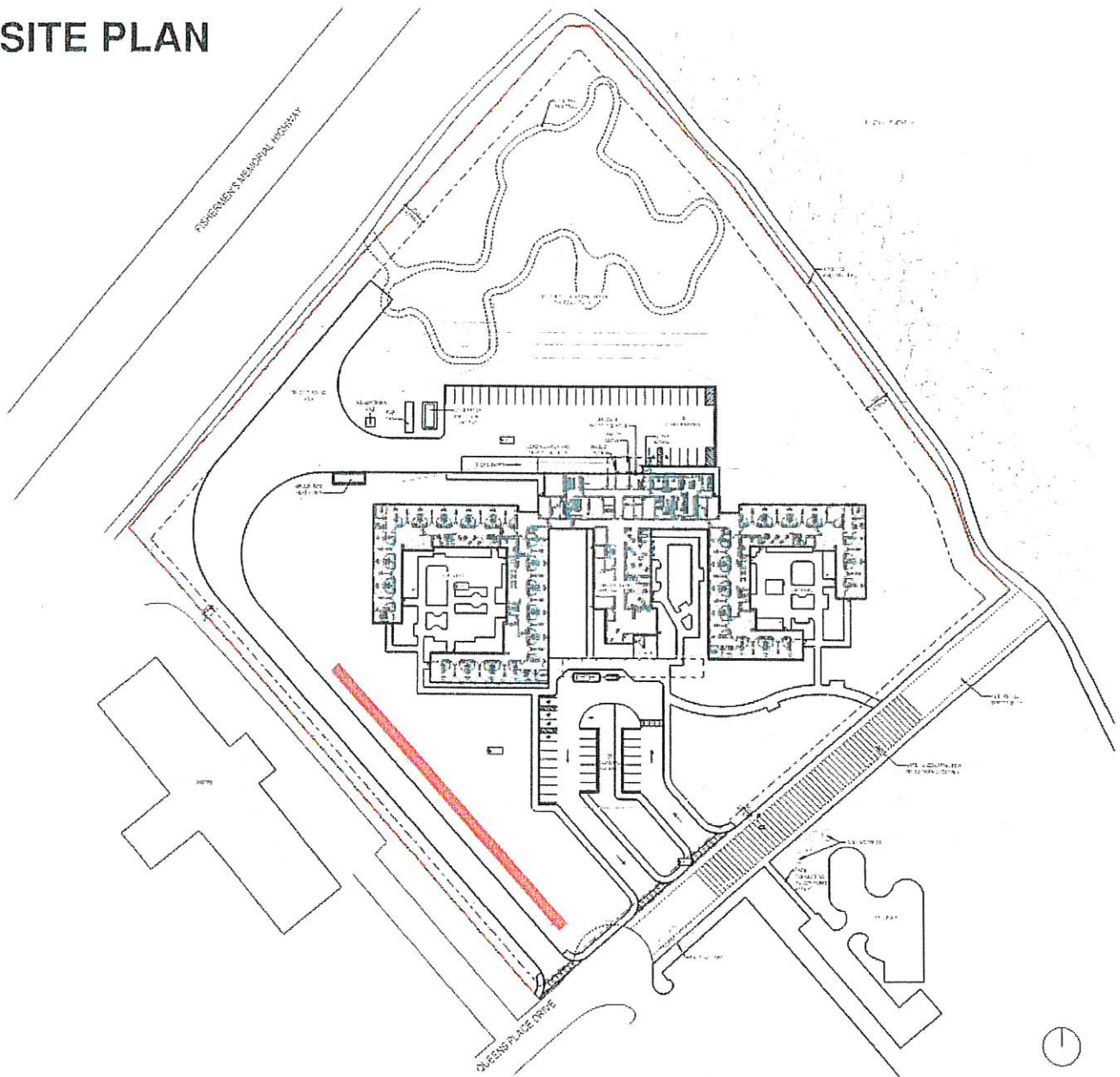
Here are a few images of other artists who have used stone fences in the landscape – in a similar manner that we are thinking / proposing.





In real project terms, we would propose to relocate and reconstruct a section of the Hillsview fence – maybe 50m – 100m in length to the west side of the property for the new Home – like this (in red):

SITE PLAN



Please reach out if you have any questions at all.

Tony Ross
B.Arch. MRAIC OAA NSAA AANB AIBC Principal

Montgomery Sisam Architects Inc.

197 Spadina Avenue Suite 301 Toronto ON M5T 2C8 www.montgomerysisam.com
Tel 416.364.8079 x 287 Cell 416.577.9736 Fax 416 364 7723 tross@montgomerysisam.com

Appendix B



Region of Queens Municipality Staff Report

7.2

To: Mayor and Council

From: Angela Green, Protective Services Coordinator

Date: August 13, 2024

Re: Bylaw 26 – A Bylaw Respecting Alternative Voting

Background:

At its regular meeting on February 27, 2024, Council passed a motion directing staff to implement a hybrid voting solution for municipal elections. To run electronic voting concurrently with paper ballots, a bylaw respecting alternative voting must be adopted by Council. The draft of this bylaw has now been completed and changes requested as noted by Council at its April 9, 2024 Regular meeting have been made. It is presented today for first reading by Council.

Details:

Bylaw 26 – A Bylaw Respecting Alternative Voting will allow Region of Queens Municipality to run a hybrid electronic and paper voting election system for future municipal elections.

Recommendation:

(1) THAT the Council of the Region of Queens Municipality receive the report titled 'Bylaw 26 – A Bylaw Respecting Alternative Voting' for information.



(2) THAT the Council of the Region of Queens Municipality give first reading to 'Bylaw 26 – A Bylaw Respecting Alternative Voting'.

Communication:

Once Council gives first reading to the proposed new bylaw, it will be advertised on our website. Any public comments received will be provided to Council prior to, or at the time of second reading.



BYLAW NO. 26

A BYLAW RESPECTING ALTERNATIVE VOTING

BE IT ENACTED by the Council of the Region of Queens Municipality, under the authority of Section 146A of the Municipal Elections Act, 1989 R.S.N.S. c. 300, as amended, as follows:

SHORT TITLE

1. This Bylaw shall be known as Bylaw Number 26 and may be cited as the "Alternative Voting Bylaw".

DEFINITIONS

2. For the purposes of this Bylaw, the following definitions shall apply:
 - (a) "**Act**" means the Municipal Elections Act, 1989 R.S.N.S. c. 300, as amended;
 - (b) "**advance poll**" means the Tuesday immediately preceding ordinary polling day; and either:
 - (i) one other day fixed by the Council by resolution that is either Thursday, the ninth day before ordinary polling day, or Saturday the seventh day before ordinary polling day; or
 - (ii) if Council has delegated its authority to fix a day to the Returning Officer, one other day fixed by the Returning Officer that is either Thursday, the ninth day before ordinary polling day, or Saturday the seventh day before ordinary polling day;
 - (c) "**alternative polling days**" means ordinary polling day and the preceding nine (9) calendar days;



- (d) “**alternative voting**” means voting by telephone or via the internet and includes a combination of telephone and internet voting;
- (e) “**ballot box**” means a computer database in the system where cast internet ballots and telephone ballots are put;
- (f) “**candidate**” means a person who has been nominated as a candidate pursuant to the Act;
- (g) “**Council**” means the Council of Region of Queens Municipality;
- (h) “**Deputy Returning Officer**” means a person appointed under the Act to preside over a polling station;
- (i) “**election**” means an election held pursuant to the Act, including a regular municipal election, special election, and a plebiscite;
- (j) “**Election Officer**” means an election official under the Act;
- (k) “**elector**” means a person:
 - (i) qualified to vote pursuant to the Act; and
 - (ii) entitled to vote for an election pursuant to Section 7 of this bylaw;
- (l) “**friend voter**” means a friend who votes for an elector pursuant to Section 9 of this Bylaw;
- (m) “**internet ballot**” means an image of a ballot on a computer screen including all the choices available to an elector and the spaces in which an elector marks a vote;
- (n) “**municipality**” means Region of Queens Municipality;
- (o) “**normal business hours**” means the time between 8:30 a.m. and 4:30 p.m. Monday through to and including Friday, excluding holidays, between September and June; and the time between 8:00 a.m. and 4:00 p.m. Monday through to and including Friday, excluding holidays, during July and August.



- (p) “**ordinary polling day**” means the third Saturday in October in a regular election year and in the case of any other election means the Saturday fixed for the election;
- (q) “**PIN**” means the Personal Identification Number issued to:
 - (i) an elector for alternative voting on alternative polling days; or
 - (ii) to a Systems Elections Officer;
- (r) “**plebiscite**” means a plebiscite directed to be held by the Council pursuant to Section 56 of the Act;
- (s) “**proxy voter**” means an elector who votes by a proxy pursuant to the Act;
- (t) “**regular election year**” means 2024 and every fourth year thereafter;
- (u) “**rejected ballot**” means the refusal by an electoral officer to accept a ballot in a race;
- (v) “**Returning Officer**” means a Returning Officer appointed pursuant to the Act;
- (w) “**seal**” means to secure the ballot box and prevent internet and telephone ballots from being cast;
- (x) “**special election**” means a special election held pursuant to the Act;
- (y) “**spoiled ballot**” means an internet ballot or telephone ballot that is accepted by electoral officer that:
 - (i) is not marked for any candidate in a race; or
 - (ii) is marked by an elector indicating a refusal to cast a vote for any candidate in a race;
- (z) “**system**” means the technology, including software, that:
 - (i) records and counts votes; and



- (ii) processes and stores the results of alternative voting during alternative polling days;
- (aa) **“Systems Election Officer”** means:
 - (i) a person who maintains, monitors, or audits the system, and
 - (ii) a person who has access to the system beyond the access necessary to vote by alternative voting.
- (bb) **“telephone ballot”** means:
 - (i) an audio set of instructions which describes the voting choices available to an elector; and
 - (ii) the marking of a selection by an elector by depressing the number on a touch tone keypad.

ALTERNATIVE VOTING PERMITTED

3. Subject to this Bylaw, alternative voting shall be permitted at all Region of Queens Municipality elections during advance polling days and on the ordinary polling day.

NOTIFICATION OF ELECTORS

4. (1) The Returning Officer shall cause notice of alternative polling days to be published in a newspaper circulating in the municipality and on the Region of Queens Municipality’s website.
- (2) The notice of alternative polling days shall:
 - (a) identify the alternative polling days for alternative voting; and
 - (b) inform the elector that telephone voting and internet voting is permitted during alternative polling days.
- (3) The notice may include any other information the Returning Officer deems necessary.

FORM OF TELEPHONE AND INTERNET BALLOTS

5. (1) A telephone or internet ballot shall:



- (a) identify by the title "Election for Mayor" and "Election for Councillor", as the case may be;
 - (b) identify the name or names by which they are commonly known of the candidates with given names followed by surnames, arranged alphabetically in order of their surnames and, where necessary, their given names; and
 - (c) advise the elector to "vote for one candidate only" or "vote for not more than (the number of candidates to be elected) candidates", as the case may be.
- (2) No title, honour, decoration, or degree shall be included with a candidate(s) name on an internet or telephone ballot.

OATH

6. Any oath that is authorized or required shall be made:
- (a) in the form specified by this Bylaw; or
 - (b) if the form is not specified by this Bylaw, in the form required by the Act.

ELECTORS

7. No person shall vote by alternative voting unless:
- (a) the person's name appears on the revised list of electors pursuant to section 50A of the Act; or
 - (b) the person's name does not appear on the revised list of electors and:
 - (i) the person appears before the Returning Officer or the Deputy Returning Officer during normal business hours during alternative polling days; and
 - (ii) the person swears an oath in the prescribed form required by the Act.



PROXY VOTING

8. A proxy voter shall not vote for an elector by alternative voting.

FRIEND VOTING

9. (1) A friend voter shall only vote for an elector by alternative voting if:
- (a) an elector is unable to vote because:
 - (i) the elector is blind;
 - (ii) the elector cannot read; or
 - (iii) the elector has a physical disability that prevents him or her from voting by alternative voting.
 - (b) the elector and the friend appear, in person, before the Returning Officer or the Deputy Returning Officer and take the oaths required by the Act.
- (2) A candidate shall not act as a friend voter unless the elector is a child, grandchild, brother, sister, parent, grandparent, or spouse of the candidate.
- (3) The elector shall take an oath as required by the Act, providing that they are incapable of voting without assistance.
- (4) The friend of the elector shall take an oath as required by the Act that:
- (a) the friend has not previously acted as a friend for any other elector in the election other than an elector who is a child, grandchild, brother, sister, parent, grandparent, or spouse of the friend of the elector;
 - (b) the friend will mark the ballot as requested by the elector; and
 - (c) the friend will keep secret the choice of the elector.
- (5) The Deputy Returning Officer will enter in the poll book:



- (a) the reason why the elector is unable to vote;
- (b) the name of the friend; and
- (c) the fact that the oaths were taken.

VOTING

10. (1) The system shall put internet ballots and telephone ballots, including spoiled ballots, cast by an elector in the ballot box.

SEAL

11. (1) The system shall seal the ballot box at the close of the alternative polling days.
- (2) The system shall seal the ballot box even where fewer than ten persons from any polling district voted for a candidate during alternative polling days.

LIST OF PERSONS WHO VOTED

12. Following the close of all alternative polling days in any one election, the system shall generate a list of all electors who voted by alternative voting.
13. A printed and electronic copy of the list under Section 12 shall be delivered to the Returning Officer within 24 hours of the close of alternative voting.
14. Where alternative voting closes at the close of the polls on ordinary polling day, the system shall generate a list of all electors who voted by alternative voting.

COUNTING

15. (1) At the close of ordinary polling day, the system shall generate a count of telephone ballots and internet ballots in the ballot box that were cast for each candidate during alternative polling days.
- (2) In counting the votes that were cast for each candidate during alternative polling days, the system shall count spoiled ballots and shall not count rejected ballots.



TALLYING OF REJECTED BALLOTS

16. At the close of ordinary polling day, the system shall tally the number of rejected ballots that were cast during alternative polling days and the tally shall be delivered to the Returning Officer.

RECOUNT BY SYSTEM

17. In the event of a recount:
 - (a) the system shall regenerate the election count and a printed copy of the regenerated count shall be given to the Returning Officer.
18. If the initial count and the regenerated count match, the regenerated count shall be the final count of the votes cast by alternative voting.
19. (1) If the regenerated count and the initial count do not match, the Returning Officer shall:
 - (a) direct one final count to be regenerated by the system of the votes cast by alternative voting, and
 - (b) attend while the final count is being regenerated, and
 - (c) attend while the final count is being tallied.(2) The final count pursuant to subsection (1) shall be the final count of the votes cast through alternative voting.

RECOUNT BY COURT

20. (1) For a recount, the judge shall only consider the final count by the system, as determined by section 18 or 19, of the total number of votes that were cast for each candidate through alternative voting.
 - (2) The final count by the system, as determined by section 17 or 18, of the total number of votes that were cast by alternative voting for each candidate shall be added to the judge's count of the number of votes for each candidate cast by non-alternative voting.



SECRECY

21. Election officers and system election officers shall maintain and aid in maintaining the secrecy of the voting.
22. Every person in attendance at a polling station, or at the counting of the votes, shall maintain and aid in maintaining the secrecy of the voting.

OTHER METHODS OF VOTING

23. If voting via the Internet through the unsupervised use of a personal computing device is permitted during an election, voting shall be permitted by some other means on each advance polling day and on ordinary polling day.

SEVERABILITY

24. If a court of competent jurisdiction should declare any section or part of a section of this Bylaw to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the Bylaw and it is hereby declared that the remainder of the Bylaw shall be valid and shall remain in force.

PROHIBITIONS

25. No person shall:
 - (a) use another person's PIN to vote or access the system unless the person is a friend voter;
 - (b) take, seize, or deprive an elector of their PIN; or
 - (c) sell, gift, transfer, assign, or purchase a PIN.
26. No person shall:
 - (a) interfere or attempt to interfere with an elector who is casting an internet ballot or telephone ballot;
 - (b) interfere or attempt to interfere with alternative voting; or



- (c) attempt to ascertain the name of the candidate for whom an elector is about to vote or has voted.

27. No person shall, at any time, communicate or attempt to communicate any information relating to the candidate for whom an elector has voted.

OFFENCES AND PENALTY

28. (1) A person who:

- (a) violates any provision of this Bylaw; or
- (b) permits anything to be done in violation of any provision of this Bylaw; is guilty of an offence.

(2) A person who contravenes subsection (1) of this section is liable, on summary conviction, to a penalty of not less than five thousand dollars and not more than ten thousand dollars and in default of payment, to imprisonment for a term of two years less a day, or both.

(3) In determining a penalty under subsection (2), a judge shall take into account:

- (a) the number of votes attempted to be interfered with;
- (b) the number of votes interfered with; and
- (c) any potential interference with the outcome of an election.

(4) Pursuant to Section 146A of the Act:

- (a) the limitation period for the prosecution of an offence under this Bylaw is two years from the later of the date of the commission of the offence or the date on which it was discovered that an offence had been committed; and
- (b) The Remission of Penalties Act, 1989 SNS c. 397, as amended, does not apply to a pecuniary penalty imposed by this Bylaw.



BYLAW REVIEW

29. No later than twelve months prior to a general municipal election, Council shall formally review this Bylaw to ensure that the contents of the Bylaw are in accordance with provincial legislation and current practices.

DRAFT



OFFICIAL CERTIFICATION

THIS IS TO CERTIFY THAT this bylaw was passed by the Council of Region of Queens Municipality at a duly constituted meeting of said Council held on the _____ day of _____ 2024.

SIGNED by the Mayor and Municipal Clerk this _____ day of _____ 2024.

Mayor

Municipal Clerk

Clerk's Annotation for Official Bylaw Book

Date of first reading:

Date of advertisement of Notice of Intent to Consider:

Date of final reading:

Date of advertisement of Passage of Bylaw:

Date of approval by Minister of Municipal Affairs and Housing:

I certify that this BYLAW RESPECTING ALTERNATIVE VOTING was adopted by Council and published as indicated.

Municipal Clerk

Date

Minister of Municipal Affairs
And Housing

Date

Region of Queens Municipality Staff Report

7.3

To: Mayor and Council

From: Richard Lane, Director of Economic Development

Date: August 13, 2024

Re: Policy 58 Waiver: Medway Head Lighthouse Society

Background

The Medway Head Lighthouse Society is hosting an Opening Reception for their annual Lighthouse Art & Craft Show and Sale, on August 16, 5-7pm at the Warehouse, Port Medway.

As in previous years, they are requesting a waiver to Operational Policy 58 – Consumption of Alcohol on Municipally-Owned Property to be able to offer attendees alcohol for sale and consumption on site.

As a condition of the waiver request, the proponent is required to submit to the Municipality:

1. Proof of liability insurance with a minimum \$2,000,000 coverage and the Region of Queens Municipality named as additional insured;
2. A valid liquor license from the Province of Nova Scotia; and
3. All municipal, provincial, and federal laws must be strictly adhered to.

Please note that suitable insurance and liquor license documents have already been submitted to the Municipality.



Budget Impacts

There would be no budget implications resulting from approval of this request.

Recommendation

- 1) **THAT** the Council of the Region of Queens Municipality receives the report titled 'Waiver to Operational Policy 58 – Medway Head Lighthouse Society' for information.
- 2) **THAT** the Council of the Region of Queens Municipality waive Policy 58 – Consumption of Alcohol on Municipally Owned Properties for the Medway Head Lighthouse Society on August 19, 2024, for their Art Show opening reception.

Region of Queens Municipality Staff Report

7.4

To: Mayor and Council

From: Stephanie Sereda, Community Development Coordinator

Date: August 13, 2024

Re: 2024-2025 Community Investment Fund Request: Little Red South West School House Society

Background

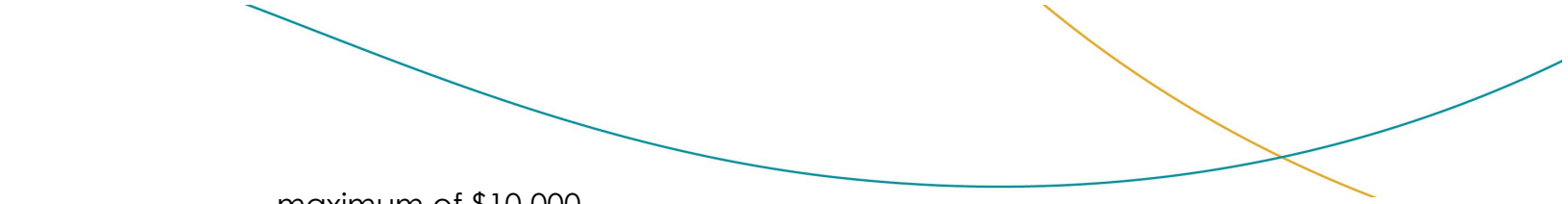
The Little Red South West School House Society has applied for Capital Investment funding through the Community Investment Fund program. This is to support their efforts to replace the roof of the building.

Details

This funding request falls under the **Capital Investment Fund**.

Organizations are eligible for Capital Investment Funds under three categories:

- a. Up to twenty-five percent (25%) funding of eligible expenses for new capital community infrastructure, to a maximum of \$250,000;
- b. Up to fifty percent (50%) funding of eligible expenses for alterations or improvements to existing community infrastructure that will prolong the life of the facility at least 10 years or significantly increase usage, to a maximum of \$50,000; or
- c. Up to twenty-five percent (25%) funding of eligible expenses for new capital community infrastructure planning or feasibility studies, to a



maximum of \$10,000.

Little Red South West School House Society

Request: \$4,300 – Capital

The “little red school house” has been at the heart of the Port Mouton community for many decades, with its original deed dating back to 1946. This Society was recently resurrected to revitalize the building which fell into great disrepair from disuse, starting with the replacement of the roof. Once that is complete, they will advance to the necessary improvements required to reopen the space as an active community hub once again. The Society is made up of dedicated community members with robust ideas for future fundraising and many hands in the community ready to help, including a sizable financial contribution from a local community member to cover the organization's portion of the roof costs, should this funding be approved. They have recently overcome the challenge of having the deed of the property transferred into their name, following a lofty search to locate the sole remaining living member of the original Trustees. All required legal documentation is now in place and there is an excited community of individuals keen to move forward, recognizing there is much work that needs to be done to bring this beloved building to its operational potential.

The total projected eligible expenses for the capital upgrade are \$6,600.00, plus up to \$1,000.00 in in-kind contributions, therefore, the application is eligible for funding to 50%, up to \$4,300.00. All required documentation was provided, and the request meets Policy 11 – Community Investment Fund's criteria.

Budget Impacts


While there was \$175,000 in the 2024-25 Community Investment Fund initially, at the time of this request, most fund proceeds have been granted for the fiscal year, with current approvals totaling \$173,458.64. This leaves a balance of \$1,541.36 available in the fund, plus the fund reserve.

This report is seeking approval to expend money from two areas:

- 1) Community Investment Fund budget line for \$1,541.36; and
- 2) Community Investment Fund reserve in the amount of \$2,758.64.

Funding will be distributed as per guidelines set out in Operational Policy 11 – Community Investment Fund.

This request will expend the full balance of the Community Investment Fund for the fiscal year. Council will need to determine whether we can accept any



further requests this year, which would have to be funded from the Fund Reserve, or whether communications are to be sent out on all platforms informing the public that the fund is officially exhausted for the remainder of the current fiscal year.

Recommendation

- 1) **THAT** the Council of the Region of Queens Municipality receive the report titled '2024-2025 Community Investment Fund Request' for information.

- 2) **THAT** the Council of the Region of Queens Municipality provide grant funding to the Little Red South West School House Society for eligible event expenses and in-kind contributions in the amount up to \$4,300, from the 2024-2025 Community Investment Fund (\$1,541.36) and from the Community Investment Fund reserve (\$2,758.64).

Communications

The funding applicant will be notified of a decision following the Council meeting. Approved applicants will be included in the 2024-2025 Grant Disclosure per Policy 89.

**Region of Queens Municipality
Staff Report**

7.5

To: Mayor and Council
From: Cody Joudry, CAO
Date: August 13, 2024
Re: Ducks Unlimited Project at Pine Grove Park

Background

Ducks Unlimited has approached the Region about replacing existing water course control systems at Pine Grove Park.

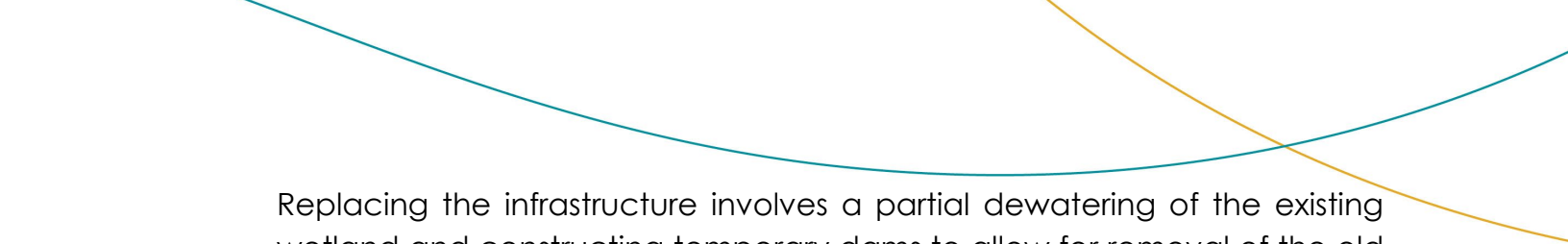
Details

Ducks Unlimited is requesting permission, at their expense, to replace water control systems at the Pine Grove Pond. The original system was installed by Ducks Unlimited through a now 37-year-old agreement with the previous owners of the property, Bowater Mersey.

The project, if approved, will involve a temporary closure of part of the trail over 4-5 days while the work is taking place. Ducks Unlimited has received approval to conduct the work from the Department of Fisheries and Oceans Canada. The work would need to be completed by September 30, 2024.

The following is an outline of the project from Ducks Unlimited:

The project is to rebuild water control systems located where Pine Grove Pond connects to the river. This system has been managed by Ducks Unlimited for 36 years. During this time, the infrastructure consisting of a water control structure and metal pipe has deteriorated and needs to be replaced for future management.



Replacing the infrastructure involves a partial dewatering of the existing wetland and constructing temporary dams to allow for removal of the old pipe and replacing it with new plastic pipe. There is also a tide gate on the downstream end of the pipe that controls the influx of salt water from entering the wetland during high tide. This has rusted off, allowing the tide to move in and out of the wetland. A new tide gate will be installed to eliminate this issue.

All work proposed has been engineered by McCoullagh Engineering as part of the permitting requirements. Although the permit has not been approved by the Nova Scotia Department of Environment, it has been approved by the Department of Fisheries and Oceans. Funding for the rebuild is entirely the responsibility of Ducks Unlimited with an estimated cost of \$30,000. The estimated construction time is 5 days including the installation of the temporary dams.

Staff recommend approving the proposal and executing the agreement with the stipulation that Ducks Unlimited must provide adequate proof of insurance and indemnify the Region.

Budget Impacts

There are no known costs to the Region associated with this project.

Communications

If approval is given staff would notify Ducks Unlimited and work with them to develop joint public messaging about the project and temporary closure on part of the trail.



Recommendation

(1) THAT the Council of the Region of Queens Municipality receive the report titled 'Ducks Unlimited Project at Pine Grove Park' for information.

(2) THAT the Council of the Region of Queens Municipality authorize the Mayor and Chief Administrative Officer to execute the attached agreement with Ducks Unlimited, subject to appropriate proof of insurance and indemnification is provided.



Bedford Institute of Oceanography
1 Challenger Drive
P.O. Box 1006, Station P500
Dartmouth, Nova Scotia, B2Y 4A2

July 24, 2024

NSECC file *NSECC référence*

2024-3570977

Our file

Notre référence

24-HMAR-00496

McCullough Environmental Engineering
Attention: Brian McCullough
43 Rogers Ave.
Amherst, Nova Scotia B4H 2J7

Subject: Replacement of Water Control Structure, Pine Grove Pond, Mersey River, Queens County, Nova Scotia – Implementation of Measures to Avoid and Mitigate the Potential for Prohibited Effects to Fish and Fish Habitat

Dear Mr. McCullough:

The Fish and Fish Habitat Protection Program (the Program) of Fisheries and Oceans Canada (DFO) received your proposal on July 18, 2024. We understand that you propose to:

- Replace an existing water control structure within the same footprint;
- Lower the pond level by 2 ft;
- Isolate the work area;
- Seed and place hay mulch on disturbed surfaces;
- Complete a fish rescue;
- Undertake the work in 4 days;
- Complete the work between July and September 30; and
- At a minimum, implement erosion and sediment controls and mitigations, outlined in the Nova Scotia Environment and Climate Change (NSECC) Application for Approval, 2024-3570977, and in conformance with the NS Watercourse Alteration Manual, latest edition.

Our review considered the following information:

- NSECC Application for Approval, Watercourse Alteration file #2024-3570977 received by the Program on July 18, 2024.
- Email correspondence with the Program from July 18 to July 19, 2024.

Your proposal has been reviewed to determine whether it is likely to result in:

- the death of fish by means other than fishing and the harmful alteration, disruption or destruction of fish habitat which are prohibited under subsections 34.4(1) and 35(1) of the *Fisheries Act*; and
- effects to listed aquatic species at risk, any part of their critical habitat or the residences of their individuals in a manner which is prohibited under sections 32, 33 and subsection 58(1) of the *Species at Risk Act*;
- the introduction of aquatic species into regions or bodies of water frequented by fish where they are not indigenous, which is prohibited under section 10 of the *Aquatic Species Regulations*.

The aforementioned outcomes are prohibited unless authorized under their respective legislation and regulations.

To avoid and mitigate the potential for prohibited effects to fish and fish habitat (as listed above), we recommend you visit the Program's Measures to Protect Fish and Fish Habitat website at: <https://www.dfo-mpo.gc.ca/pnw-ppe/measures-mesures-eng.html>. We also recommend the following avoidance and mitigation measures be implemented:

- Limit the duration of in-water works, undertakings and activities so that it does not diminish the ability of fish to carry out one or more of their life processes (spawning, rearing, feeding, migrating);
- Capture, relocate, and monitor for fish trapped within isolated, enclosed, or dewatered areas by a qualified professional;
 - Dewater gradually to reduce the potential for stranding fish;
 - Screen intake pipes to prevent entrainment or impingement of fish;
 - Use the code of practice for water intake screens (<https://dfo-mpo.gc.ca/pnw-ppe/codes/screen-ecran-eng.html>); and
 - Conduct a fish salvage using qualified personnel with appropriate licencing and permits to capture, relocate and monitor for trapped fish.

Provided that you incorporate these measures into your plans, the Program is of the view that your proposal is not likely to result in the contravention of the above mentioned prohibitions and requirements.

Should your plans change or if you have omitted some information in your proposal, further review by the Program may be required. Consult our website (<http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html>) or consult with a qualified environmental consultant to determine if further review may be necessary. It remains your responsibility to remain in compliance with the *Fisheries Act*, the *Species at Risk Act* and the *Aquatic Invasive Species Regulations*.

It is also your *Duty to Notify* DFO if you have caused, or are about to cause, the death of fish by means other than fishing and/or the harmful alteration, disruption or destruction of fish habitat. Such notifications should be directed to (<http://www.dfo-mpo.gc.ca/pnw-ppe/contact-eng.html>).

We recommend that you notify this office at least 10 days before starting your project and that a copy of this letter be kept on site while the work is in progress. It remains your responsibility to meet all other federal, territorial, provincial and municipal requirements that apply to your proposal.

Please note that the advice provided in this letter will remain valid for a period of 1 year from the date of issuance. If you plan to execute your proposal after the expiry of this letter, we recommend that you contact the Program to ensure that the advice remains up-to-date and accurate. Furthermore, the validity of the advice is also subject to there being no change in the relevant aquatic environment, including any legal protection orders or designations, during the 1 year period.

If you have any questions with the content of this letter, please contact Stacey Nurse at our Dartmouth office at 902-401-1811 or by email at Stacey.Nurse@dfo-mpo.gc.ca. Please refer to the file number referenced above when corresponding with the Program.

Yours sincerely,

Stacey Nurse

Stacey Nurse
Hydro and Flows, Senior Biologist
Ecosystems Management – Regulatory Reviews
Maritimes Region

c.c.: Jesse.McLean@novascotia.ca
d_sears@ducks.ca
DFO.MARCPHabitat.MPO@dfo-mpo.gc.ca



*Conserving
Canada's
Wetlands*

CONSERVATION AGREEMENT

BETWEEN: *Region of Queens Municipality*
P.O. Box 1264
Liverpool, Nova Scotia
BOT 1KO
(called throughout the “Grantor”) and,

DUCKS UNLIMITED CANADA, a corporation having its head office at Oak Hammock Marsh Conservation Centre, 1 Mallard Bay, Stonewall, Manitoba
(called throughout “DUC”)

AS THE GRANTOR is the owner of the following land in the Province of Nova Scotia, described as Property Number 70075254, located at 44 Highway 8, Milton, Queens County, Nova Scotia.

AND AS DUC wishes to develop the land to maintain it and improve it as habitat for wildlife and waterfowl, (called throughout the “project”)

AND AS the Grantor and DUC agree that the mutual benefits will result from the project, and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration now paid by DUC to the Grantor (receipt of which is hereby acknowledged), the parties agree as follows:

The Grantor and DUC agree to the following:

- 1. The right to enter into and on and a right of way along and over the land for the purposes of this agreement,**
- 2. The right to restore and manage this project for waterfowl and wildlife, according to Schedule A (Sketch Plan) numbered P-000007796-001-001, dated August 6th, 2024, a copy of which is attached to this agreement.**

This agreement shall be for a term of Thirty (30) years from the date written hereof and shall be automatically renewed from year to year thereafter, provided that any renewal may be terminated by either party giving one calendar years written notice.

This agreement shall run with the land.

Dated this day of, 2024

Witness

Grantor

Witness

Grantor

Witness

**Adam Campbell
Manager of Atlantic Operations
Ducks Unlimited Canada**

PROJECT NAME: Pine Grove

FILE: P-000007796-001-001

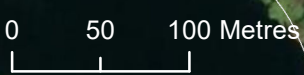
Pine Grove Sketch Plan

- ▲ Water Control Structure
- Dike
- DUC Wetland Project
- Property Boundaries

Replacement of water control structure

Pine Grove Pond (~5.9 acres)

PID 70075254
Region of Queens Municipality



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Region of Queens Municipality Staff Report

7.6

To: Mayor and Council

From: Elise Johnston, Accessibility & Inclusion Coordinator

Date: August 13, 2024

Re: Liverpool Business Development Centre Library Layout Design

Background

The Council meeting of 28 May 2024 discussed two points regarding the library relocation at the Liverpool Business Development Centre. Council approved the public consultation process and the approach of shared washrooms at the main entry to the Call Centre.

There were 44 attendees over five public consultation sessions on the library design (Sat. June 22nd noon at the Library; Tues. 25th 3 pm at the Liverpool Curling Club; Wed 26th 6 pm at QPEC; Thurs. 27th 1 pm at the Library and Sat 29th, 12:30 pm, each lasted around 1.5 – 2 hours in duration). Nobody took advantage of the zoom option. Most attendees were library card holders if not frequent users. Some were very regular library-goers, as borrowers or venue users such as French Club or Home Schooling members. Many came to voice their dissatisfaction with the location but understood the rationale and efforts made with the consultation. Notes were taken at each session, shared with all those who left email addresses and posted online, where one of the video recordings is posted as well.

Some of the repeated views include the following. There was emphasis on accessibility, flexibility of space, use of outdoor space, acoustic and lighting considerations as well as questions about buying as locally as possible and the environmental impacts of products and materials. There was support for prefabricated mobile items and modular walls for potential reuse at any future location. This approach appears as higher purchase costs but speeds our crew's

construction time and reduces labour costs. While there was unanimous agreement that spending on permanent construction should be minimized, such as an exterior canopy, there was consensus that it was worth spending on a top-hung sound-absorbing retractable wall between the two main program rooms to create a large space as groups are increasing in size.

The most impactful design option was about the washrooms, based on Council's approving the direction of trying to share some facilities to reduce unnecessary use of resources. This was discussed in the sessions and most present agreed that it would be efficient. Some worried however that allowing children or other flight risks to go beyond the contained library space and towards the set of large exit doors could be problematic. Since then, this proposed option has been rejected by the current tenant who still holds a lease which includes that front space. As landlords, we can make the suggestion but cannot legally force this change in the rental agreement.

Details

The attached plan shows a final layout that has taken in feedback from the public consultation, the South Shore Public Libraries and the current tenants.

We can still use a third of the \$100,000 received from the federal Enabling Access Fund for the Universal Washroom.

Budget Impacts


The total expenditure for the project is expected to remain within the allocated \$1,000,000 including in-house labour and moving costs.

Communications

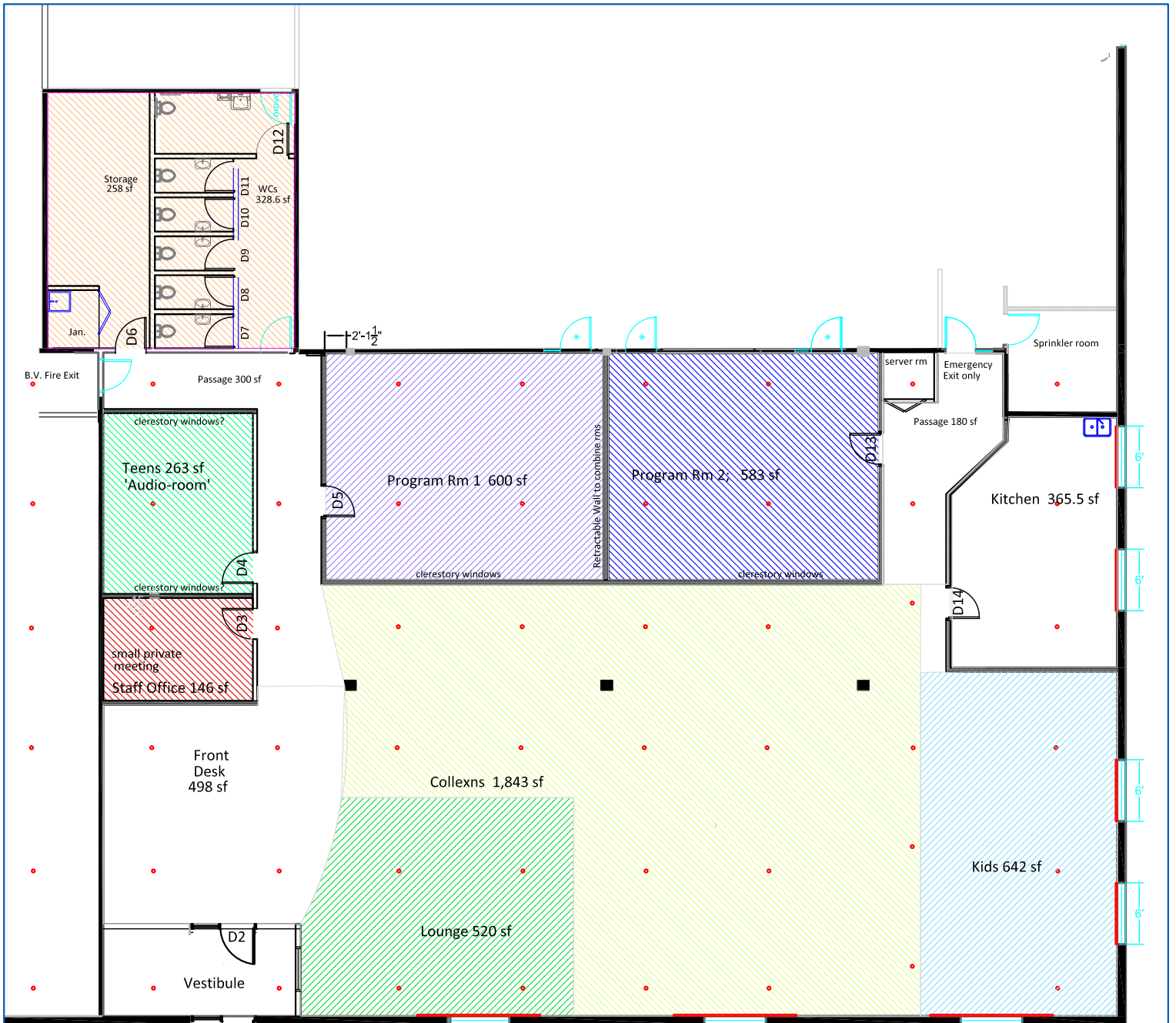
The tenants will be notified of the construction schedule as soon as it's determined. Discussions will be had about designated parking areas and any other points that affect them.

Recommendation

(1) THAT the Council of the Region of Queens Municipality receive the report titled "Liverpool Business Development Centre Library Layout Design" for information.



(2) THAT the Council of the Region of Queens Municipality approve the proposed layout for the new library.



OWNER: Region of Queens Municipality 249 White Point Rd., Liverpool, NS			
SITE: SS Public Library Liverpool Business Devpt Centre			
TITLE: final LAYOUT			
SCALE AT AD: not to scale	DATE: 5 Aug. 2024	DRAWN: EJ	CHECKED:
PROJECT NO: 2024 - #003	DRAWING NO: A1	REVISION: 8	

Region of Queens Municipality Staff Report

7.7

To: Mayor and Council

From: Joanne Veinotte, Director of Corporate Services

Date: August 13, 2024

Re: Leave Accrual

Background: Beginning in fiscal 22/23 Region of Queens Municipality began recording an accrual for leave as defined in Public Sector Accounting Standard 3255.02.


Details:

Public Service Accounting Standard 3255.02 states:

This Section applies to post-employment benefits, compensated absences and termination benefits earned by employees and expected to be provided to them when they are no longer providing active service either on a temporary or permanent basis. For the purposes of this Section:

(a) Post-employment benefits are expected to be provided after employment but before retirement to employees and their beneficiaries. These benefits include long- and short-term disability income benefits (including workers' compensation), severance benefits, salary continuation, supplemental unemployment benefits, job training and counselling, and continuation of benefits such as health care benefits and life insurance. Benefits that vest or accumulate

Public Service Accounting Standard 3255.15 states:



For post-employment benefits and compensated absences that vest or accumulate, obligations result from a government promise to provide benefits to employees in return for their services. As employees render services, the value of the post-employment benefits and compensated absences attributed to those services would be recorded as a liability and expense.

Region of Queens is obligated to fund both sick leave and vacation banking depending on staff category.

Region of Queens Municipality offers paid leave to its employees as follows:

Non union full time salaried staff

Sick leave: Sixteen weeks available at full pay for each health crisis incident. This leave does not accumulate.

Historical occurrence is minimal and absences have been covered by current staff. No additional cost is expected to be incurred.

Vacation: five days can be carried forward to next year with Directors approval.

Vacation are typically covered by current staff. Minimal additional cost is expected to be incurred.

IBEW members (landfill/works):

Sick Leave: Eighteen days per year which resets on January 1st each year. Sick time is not carried forward.

Sick leave is covered by current staff. No additional cost would be incurred.

Vacation: Vacation time can be banked per the collective agreement; number of days start at ten days per year and increase with years of service. We currently have nine staff who have accumulated significant vacation time representing a cost of \$29,845.41.

CUPE (Hillsview Acres):

Sick Leave: 400 hours can be banked per the Collective Agreement.

There are 8 staff members who have hours accumulated. This represents a liability. The cost is \$11,675 including benefits. Last year's accrual was \$16,176.

Vacation: Overtime hours can be banked up to 40 hours. Vacation hours can also be banked up to 40 hours. These are reset on April 1 of each year.

Most staff use all their vacation and overtime hours in the year. The number of hours in the bank is below 40. The resulting liability for vacation is not material.

This recommendation was approved at the Audit and Internal Control Committee meeting held July 24, 2024

Budget Considerations: This adjustment will increase the wage expense by \$25,344 for the 23/24 fiscal year.

Recommendation:

- (1) THAT** the Council of the Region of Queens Municipality receives the report titled 'Leave Accrual' detail for information.
- (2) THAT** the Council of the Region of Queens Municipality approve a \$25,344 adjustment to the Leave Accrual for the 23/24 fiscal year as recommended by the Audit and Internal Control Committee.

Summary Cost of Sick Leave Carried Forward
 CUPE Employees
 As At March 31, 2024

CPP 3500/2080

1.68

Employee Name	Hours Accumulated	Hourly Rate	Gross	ER Cost				Total Cost
				CPP-ER 5.95%	EI-ER 1.66%	WCB 4.78%	Total Benefits	
T. B.	48.5	22.56	1,094.16	60.25	25.43	52.30	137.98	1,232.14
S. F.	50	24.46	1,223.00	67.77	28.42	58.46	154.65	1,377.65
J. L.	60	19.83	1,189.80	64.80	27.65	56.87	149.32	1,339.12
J. L.	14	22.47	314.58	17.32	7.31	15.04	39.67	354.25
A. M.	12	24.46	293.52	16.26	6.82	14.03	37.12	330.64
R. M.	236.5	24.46	5,784.79	320.55	134.44	276.51	731.51	6,516.30
S. R.	20	19.10	382.00	20.73	8.88	18.26	47.87	429.87
T. W.	4.5	18.77	84.47	4.58	1.96	4.04	10.58	95.04
	445.5		10,366.32	572.26	240.91	495.51	1,308.69	11,675.00

11,675.00

~~IBEW Employees~~
Summary Cost of Vacation Leave Carried Forward
IBEW Employees
As At March 31, 2024

CPP 3500/2080

1.68

Employee Name	Hours Accumulated	Hourly Rate	Gross	ER Cost			Total Cost
				CPP-ER 5.95%	EI-ER 1.66%	WCB 3.43%	
J. C.	289	21.92	6,334.88	348.04	147.22	217.29	7,047.43
D. D.	60.25	23.39	1,409.25	77.83	32.75	48.34	1,568.16
L. H.	72.5	23.39	1,695.78	93.65	39.41	58.17	1,887.00
D. H.	69.25	22.66	1,569.21	86.45	36.47	53.82	1,745.94
D. H.	98.5	27.53	2,711.71	151.50	63.02	93.01	3,019.24
S. K.	65	22.66	1,472.90	81.14	34.23	50.52	1,638.79
F. O.	60	22.66	1,359.60	74.90	31.60	46.63	1,512.73
R. E. W.	239	23.39	5,590.21	308.73	129.92	191.74	6,220.60
R. W.	200	23.39	4,678.00	258.35	108.72	160.46	5,205.52
	<u>1153.5</u>		<u>26,821.52</u>	<u>1,480.58</u>	<u>623.33</u>	<u>919.98</u>	<u>3,023.89</u>

29,845.41

Audit and Internal Control Committee Special Meeting

Region of Queens Municipality

Wednesday, July 24, 2024 at 5:00 pm

Virtual Meeting via Teams

PRESENT: Councillor David Brown, Committee Chair
Joanne Veinotte, Director of Corporate Services
Cody Joudry, Chief Administrative Officer
Kendall Farmer, Public Member
Patricia Purcell, Public Member
Bill Rafuse, Public Member
KayLee Oickle, Finance Clerk

REGRETS: Councillor Ralph Gidney

Minutes

1. Call to Order

Committee Chair, Councillor David Brown stated that he was having difficulties with the Teams meeting platform and therefore appointed Mr. Bill Rafuse as Chair for this meeting. Mr. Rafuse called the meeting to order at 5:06 pm.

2. Approval of Agenda

It was moved by Mr. Kendall Farmer and seconded by Ms. Patricia Purcell that the agenda be approved as presented. All members were in favour and the motion was carried unanimously.

3. Staff Report – Valuation Allowance

Mr. Rafuse asked Ms. Joanne Veinotte to proceed with the valuation allowance staff report. Ms. Veinotte stated that the Accounts Receivable for Tax has been reviewed by staff using the method outlined in Policy 92. She pointed out that a summary document was included in the agenda package.

Ms. Veinotte stated that the Valuation Allowance for the 2023/2024 fiscal year will be \$84,330.54, requiring an entry of \$4,420.98 to increase the Valuation Allowance and

increase uncollectible taxes. The budget for uncollectible taxes was \$10,000 for the 2023/2024 year.

Ms. Veinotte recommended that the Audit and Internal Control Committee recommend to Council that the Valuation Allowance for the 2023/2024 fiscal year of \$84,330.54 be approved as presented.

Mr. Rafuse asked if there were any questions. None were heard.

It was moved by Ms. Purcell and seconded by Mr. Farmer that the Audit and Internal Control Committee recommend to Council that the Valuation Allowance for the 2023/2024 fiscal year of \$84,330.54 be approved as presented. All members were in favour and the motion was carried unanimously.

4. Staff Report – Leave Accrual

Mr. Rafuse asked Ms. Veinotte to present the leave accrual staff report. She reviewed the background with the committee and reviewed the types of paid leave that can accrue. She noted that adjusting the liability to actual, will increase the overall wage expense by \$25,344.

Ms. Veinotte Recommended that the Audit and Internal Control Committee recommend that Council approve the adjustment to the Leave Liability and record as part of the year end process at a cost of \$25,344.

It was moved by Councillor Brown and seconded by Mr. Farmer that the Audit and Internal Control Committee recommend that Council approve the adjustment to the Leave Liability and record as part of the year end process at a cost of \$25,344. All members were in favour and the motion was carried unanimously.

5. Staff Report – Other Uncollectible Receivables

Ms. Veinotte explained that a valuation allowance also exists for accounts receivable that are not tax related. She added that the current balance of that account is zero. Ms. Veinotte stated that six accounts have been flagged as uncollectible, totaling \$ 3,058.51.

Ms. Veinotte explained that one of the accounts was responsible for \$2,783.35 and the other five accounts were smaller amounts. She stated that the five smaller accounts resulted from new customers setting up accounts and providing invalid contact information.

Ms. Veinotte also noted two uncollectible accounts at QPEC. These totaled \$690.00.

Ms. Veinotte recommended that the Audit and Internal Control Committee recommend Council approve that \$2,783.35 be added to the non-tax valuation allowance and that the remaining solid waste outstanding accounts be removed from

the accounts receivable ledgers as there is little probability of collection (\$275.16) and that the uncollectible advertising invoices be cleared for year-end (\$690.00).

Mr. Rafuse asked if there were any questions. Mr. Farmer asked about the account which owed \$2,783.35. Mr. Farmer asked if the account will be collectible if the business has gone bankrupt. Ms. Veinotte clarified that she was not certain if the business went bankrupt or not. She said they have gone out of business, and she would like to keep the receivable on the books for another year to see if it can be collected. Mr. Farmer agreed.

Ms. Veinotte stated that staff will create a process for new solid waste account set up to prevent new accounts being set up with invalid information. It was suggested that the license plate of the vehicle be recorded. Ms. Veinotte said that this is something staff will work on as soon as time permits.

It was moved by Mr. Farmer and seconded by Ms. Purcell that the Audit and Internal Control Committee recommend Council approve that \$2,783.35 be added to the non-tax valuation allowance and that the remaining solid waste outstanding accounts be removed from the accounts receivable ledgers as there is little probability of collection (\$275.16) and that the uncollectible advertising invoices be cleared for year-end (\$690.00). All members were in favour and the motion was carried unanimously.

6. Audit Update – Schedule Change

Ms. Veinotte stated that the audit had been pushed to the Tuesday after Labour Day Weekend. She added that the audit team will not be onsite until September. Ms. Veinotte also stated that there were financial reporting deadlines to meet in September. She commented that although September will be a very busy month, she is hoping the audit will be wrapped by the end of September. She added that any updates will be communicated with the CAO and the Audit and Internal Control Committee.

Mr. Rafuse asked if there were any other estimates in the statements that should be reviewed. Ms. Veinotte replied that although the asset retirement obligation is an estimate, there is no significant change from last year and the committee is very familiar with the documents and processes from last year. She added that amortization is an estimate as well.

Mr. Rafuse asked if there was any other business items to discuss. None were heard.

7. Adjournment

It was moved by Mr. Farmer and seconded by Ms. Purcell that this Audit and Internal Control Committee special meeting be adjourned. All members were in favour and the motion was carried unanimously. Mr. Rafuse adjourned the meeting at 5:25 pm.

Region of Queens Municipality Staff Report

7.8

To: Mayor and Council

From: Joanne Veinotte, Director of Corporate Services

Date: August 13, 2024

Re: Other Receivables – uncollectable

Background: A Valuation Allowance exists for Accounts Receivable that are not tax related. The current balance in that account is zero.


Details: Upon review of the outstanding Accounts Receivable as of March 31, 2024 a number of accounts were flagged as uncollectible.

Solid waste – six accounts totalling \$3,058.51, the bulk of which is one account owing \$2,783.35.

The smaller balances are the result of customers setting up an account at the Solid Waste Facility, proceeding to dump their waste, and then never paying. The email and telephone numbers provided as account information required to enter, are not valid, many are from out of province.

A process to get verification of the validity of credentials provided before any use of the facility is allowed, is one of the financial processes that are outstanding.

The large outstanding account is the result of a local franchise going out of business. The collection process was followed however, before use was terminated, the outstanding balance had accumulated.



Staff would recommend that \$275.16 of the overdue accounts be removed from the system altogether as the probability of collection is minimal and the remaining \$2783.35 be added to the Non Tax Valuation Allowance. When an account is added to the Valuation Allowance, interest still accrues on the overdue balance until it is collected.

QPEC – Advertising invoices are issued biannually. Proper collection policy was followed. One company had not agreed to the second invoice and the other had changed ownership and refused responsibility for the balance. Staff would suggest that these accounts with a value of \$690, be removed from the system altogether as there is no chance of collection.

These transactions were discussed at the Audit and Internal Control Committee meeting July 24, 2024, and recommended for the approval of Council.

Recommendation:

(1) THAT the Council of Region of Queens Municipality receives the report titled 'Other Receivables - Uncollectable' detail for information.

(2) THAT the Council of Region of Queens Municipality approve \$2,783.35 be added to the Non Tax Valuation Allowance and that the remaining outstanding accounts be removed from the Accounts Receivable Ledgers.

Uncollectible Accounts as of 03/31/2024

Solid Waste	A	\$ 116.79
	B	\$ 13.56
	C	\$ 2,783.35
	D	\$ 47.69
	E	\$ 55.46
	F	<u>\$ 41.66</u>
		\$ 3,058.51
QP	G	\$ 276.00
	H	<u>\$ 414.00</u>
		\$ 690.00

Region of Queens Municipality Staff Report

7.9

To: Mayor and Council

From: Joanne Veinotte, Director of Corporate Services

Date: August 13, 2024

Re: Valuation Allowance Fiscal 2023-2024

Background: On November 23, 2021 Council adopted Valuation Policy 92 as recommended by the Audit and Internal Control Committee on November 8, 2021.

Applicable Legislation:

Per the *Municipal Government Act* Section 38:

“The Treasurer shall promptly advise the council of


(a) all moneys due to the municipality that the treasurer considers cannot reasonably be collected after pursuing all reasonable avenues of collection; and

(b) the reasons for the belief that such moneys cannot be collected, and the council may write off the amounts determined to be uncollectible.

It is the value of these uncollectible accounts that make up the Valuation Allowance.

Details: The Accounts Receivable for Tax has been reviewed by staff using the method outlined in Policy 92. A summary document is attached for review.

This recommendation was approved by the Audit and Internal Control Committee at the July 24, 2024 meeting.



Budget Considerations: The Valuation Allowance for the 23/24 fiscal year will be \$84,330.54 requiring an entry of \$4,420.98 to increase the Valuation Allowance and increase uncollectible taxes. The budget for uncollectible taxes was \$10,000 for the 23/24 year.

Recommendation:

(1) THAT the Council of Region of Queens Municipality receives the report titled 'Valuation Allowance' detail for information.

(2) THAT the Council of Region of Queens Municipality approve \$4,420.98 be added to the Valuation Allowance for the 23/24 fiscal year.

Installation	BILL YEAR 2023 20X0	BILL YEAR 2022 20X1	BILL YEAR 2021 20X2	BILL YEAR 2020 20X3	BILL YEAR 2019	BILL YEAR 2018	BILL YEAR 2017	TTL			
3667197	316.72	294.25	13,246.54	276.66	129.59	0.00	0.00	14,263.76			
4318064	138.47	89.10	87.11	86.77	84.01	1,040.82	0.00	1,526.28			
4838092	2.68	1.40	1.31	1.15	0.00	0.00	0.00	6.54			
4923502	5.76	5.79	5.88	5.79	0.00	0.00	0.00	23.22			
6096573	207.99	180.89	161.76	140.90	0.00	0.00	0.00	691.54			
1458272	65.62	63.07	61.17	57.92	55.53	629.86	0.00	933.17			
1512102	47.05	45.18	37.39	36.05	41.22	479.08	0.00	685.97			
1527681	5.54	5.30	5.06	4.82	4.58	32.60	0.00	57.90			
1527711	2.77	2.65	2.53	2.41	2.29	16.30	0.00	28.95			
1605402	33.79	32.71	31.90	30.57	29.55	428.33	0.00	586.85			
3013375	36.63	35.40	34.50	32.97	32.92	387.31	0.00	559.73			
3401014	630.59	490.06	478.50	460.04	63.60	570.80	0.00	2,693.59			
3447715	13.99	13.27	12.55	11.90	11.11	51.69	0.00	114.51			
3953432	169.21	162.81	159.85	179.25	586.35	702.27	0.00	1,959.74			
4599535	306.55	287.97	278.51	262.21	250.50	2,231.04	0.00	3,616.78			
4921577	47.92	32.10	41.80	47.70	63.60	123.41	0.00	356.53			
4922301	338.07	10.70	14.30	15.90	76.32	2,706.20	0.00	3,161.49			
4922328	536.90	339.19	331.10	319.06	195.04	2,579.14	0.00	4,300.43			
4923731	319.98	254.68	260.36	250.08	755.65	1,748.75	0.00	3,589.50			
5398053	69.69	38.62	31.99	28.58	25.99	41.93	0.00	236.80			
6045715	258.77	151.70	141.15	128.18	0.00	0.00	0.00	679.80			
939749	115.91	107.11	103.13	101.44	95.75	504.38	0.00	1,027.72			
939757	111.52	102.72	98.74	97.07	91.36	454.35	0.00	955.76			
2525038	7,144.50	1,059.74	995.18	884.17	801.39	462.13	0.00	11,347.11			
2525046	180.78	167.72	157.80	140.73	127.98	113.31	0.00	888.32			
2525054	220.53	204.62	192.51	171.64	156.10	138.21	0.00	1,083.61			
4990587	363.73	333.12	309.70	243.67	0.00	0.00	0.00	1,250.22			
8388563	12.98	12.52	17.26	16.31	15.43	80.93	0.00	155.43			
8388822	55.83	49.44	39.58	31.80	31.80	14.33	0.00	222.78			
8930150	534.91	497.97	406.59	385.71	368.68	2,798.47	0.00	4,992.33			
8392315	182.91	178.63	566.17	158.30	152.22	1,181.24	0.00	2,419.47			
8392056	222.74	201.07	183.43	168.62	156.28	380.54	0.00	1,312.68			
8393206	7.28	6.80	6.44	5.81	6.35	5.65	0.00	38.33			
10003733	5.94	5.70	5.49	5.21	5.00	38.74	0.00	66.08			
10011108	6,339.43	281.76	243.13	216.83	198.30	175.60	0.00	7,455.05			
10011116	29.61	27.56	26.00	23.27	24.31	21.51	0.00	152.26			
10040426	2.78	2.59	2.40	2.21	2.02	3.49	0.00	15.49			
10070491	110.49	63.59	60.78	56.02	50.53	243.02	0.00	584.43			
10070511	110.61	63.70	60.89	56.12	50.65	245.03	0.00	587.00			
10073261	188.41	177.19	168.73	154.23	151.73	466.82	0.00	1,307.11			
10074975	452.58	557.99	539.32	507.22	509.59	3,642.45	0.00	6,209.15			
10070163	44.70	42.68	40.82	38.95	37.21	285.22	0.00	489.58			
10021375	45.91	42.10	38.33	34.57	0.00	0.00	0.00	160.91			
10010675	74.10	70.88	67.82	64.88	61.80	477.48	0.00	816.96			
10193109	64.62	55.93	51.95	33.58	0.00	0.00	0.00	206.08			
10481929	15.44	14.60	13.76	12.98	12.07	47.84	0.00	116.69			
10481902	17.61	16.65	15.69	14.79	13.76	54.49	0.00	132.99			
10640415	20.15	41.89	39.79	36.17	36.58	89.34	0.00	263.92			
	20,230.69	6,923.11	19,876.69	6,041.21	5,564.74	25,694.10	0.00	84,330.54			

VALUATION ALLOWANCE ACCT 2300

Balance is SAP \$ 79,909.56 balance before adjustment 03/31/2024
 \$ 79,909.56

Uncollectible taxes \$ 4,420.98 F2023 Entry is CR to Valuation Allowance of \$4141.16, DR to Uncollectible Taxes TAX 7325

Adjusted VA balance F2023 2024 \$ 84,330.54

Region of Queens Municipality Staff Report

7.10

To: Mayor and Council
From: Mike MacLeod, Director of Planning and Development
Date: August 13, 2024
Re: Shared Regional Building Inspection Services

Background:

The responsibility for Building Inspection services resides with Municipalities under the Nova Scotia Building Code Act (S. 5(1)). Building Officials are required to be appointed by Council and to be "Qualified" in order to administer and enforce the Nova Scotia Building Code. (A Qualified Building Official has met the educational requirements of the Nova Scotia Building Code Training and Certification Board.)

Over the last few years, the volume of permits, and resulting inspections, has significantly increased, and it has become increasingly challenging for current staff to keep up with the demands. In an effort to try to reduce the pressure on the Department, the Municipality has been in the process of trying to hire additional staff. Recruitment of qualified building officials has proven challenging. Many other municipalities in Nova Scotia are also looking to fill vacancies within their respective organizations and are encountering the same difficulties. Under a shared service arrangement, participating municipal units work collaboratively to provide the necessary staffing resources to effectively provide building inspection services, as opposed to competing for this limited resource.

Discussion:

The development community within Queens relies on the timely and efficient processing of permits and carrying out required inspections. Delays can be

inconvenient and potentially costly. While Staff make every effort to minimize permit turnaround time and inspection scheduling, the sheer volume of work makes this challenging at times. To this end, staff are continually looking for ways to streamline processes and improve efficiencies.

In Lunenburg County, four municipal units had entered into a memorandum of understanding respecting the joint delivery of building inspection, fire inspection and dangerous or unsightly services. An implementation study was undertaken with these four units, under the guidance of a Joint Building Committee. The Region of Queens Municipality (RQM) was subsequently invited to participate in this initiative. RQM staff have sat down with the Shared Services Steering Committee on several occasions to discuss our involvement.

It is the intent of a regional shared service delivery model to:

- establish a consistency in the level of service;
- provide for adequate staffing resources to effectively carryout required work;
- to have backup resources to cover for things like vacations, sick time, retirement, etc.; and
- to eliminate potential competition among municipal units for limited staffing resources.

The partner municipalities have identified twelve recommendation points for the implementation of a shared regional permit and inspection service and are as follows:

1. Dangerous and unsightly property service should not be a mandatory service.
2. Service standard response time goal of conducting a building inspection within three (3) business days of the request.
3. Building permit applications deemed complete will be reviewed and a response within 14 days of the Building Official receiving the information.
4. Quarterly reporting on service level performance.
5. Two-part funding formula:
 - Base charge – calculated from 50% uniform assessment and 50% equal share (Currently estimated at 10% of charge) and
 - Based on number of inspections provided to each unit (Currently estimated at 90% or charge).
6. Each unit would use a standard method of calculating building permit fees based on value of construction.
7. There will not be a recommended minimum fee recovery target.

8. Keep the fee revenue in each municipal unit and not include in the funding formula.
9. All new hires would become employees of the lead agency (MODL).
10. Staff not transferred to the lead agency should have their salaries adjusted to the lead agencies salary levels. These staff will report to the lead agencies' Inspection Services Manager.
11. At least one (1) staff based at the municipal offices in Town of Bridgewater and Region of Queens Municipality.
12. Include Town of Bridgewater and Region of Queens Municipality in the shared service.

What would Shared Regional Inspection Services look like for Region of Queens Municipality?

- Standards of service
 - Establish a defined minimum standard of service for all municipal units and that these standards be monitored for performance.
 - Consistency of service (ie. 14 day permit approval, inspections within 3 days of request).
- Costing
 - Region of Queens Municipality maintains responsibility for current Building Inspection operating costs of \$210,943 (2024 / 25) and includes:
 - Salary and benefits
 - Phones
 - Travel, training and professional memberships
 - Vehicle fuel, insurance and maintenanceNote - Wage rates for RQM Staff will need to be adjusted to standardize salaries across participating units.
 - Operating costs - Proposed shared service is based on a two-part funding formula calculated from:
 - 1) a base charge, 50% of which is apportioned on the basis of proportionate share of each participating municipality's uniform assessment and the remaining 50% an equal share contribution based on overhead costs; and
 - 2) the number of inspections provided to each unit.Anticipated additional cost to RQM is \$70,000.
 - Capital Contributions -

- Vehicle replacement allocation. Replacement of building inspection vehicles under the shared Services Agreement would be the responsibility of; and become an asset of; MODL. RQM would pay an annual contribution toward Shared Services fleet replacement. RQM would no longer budget funds under its 5 – Year Capital Plan for Building Inspection vehicle replacement.
- Hardware, software and IT upgrades to facilitate provision of shared service.
Anticipated cost to RQM is \$36,000.
- Annual costs to the Region of Queens Municipality under the Shared Building Inspection Service would be in the vicinity of \$106,000.
- Fees / Revenue
 - Standardized method of calculating fees across units.
 - Continue to retain revenue generated from permits issued in Queens County.
- Staffing
 - Currently, Region of Queens Municipality has two Building Officials. Under shared services agreement, they will remain RQM staff and will be located here in Queens; however, will
 - be seconded to Municipality of the District of Lunenburg during term of agreement.
 - Under shared services, participating municipal units would have access to a pool of 10 full time positions and 3 part time positions allocated to providing inspection services.
 - Staff will report to Municipality of the District of Lunenburg for day-to-day operation of building inspection service.
 - Agreement will create a pool of additional staff resources to draw from, depending on need.
 - RQM Administrative support will remain the same.

Benefits:

The benefits of a shared building inspection:

- Service will provide direct access to Level 2 Building Officials to meet the increasing demand for Level 2 inspections in the Region of Queens.
- Moving from a paper-based manual permitting system to a digital permit tracking and records management system:

- Tasks have been automated with a goal to automate additional processes in the future.
- Inspectors fill out their inspection reports on tablets in the field.
- System automatically files the inspection report and emails a copy to the Applicant.
- No more daily pulling and refiling records.
- More efficient method of service delivery.
- Access to larger pool of staffing resources.

A draft copy of the Shared Services Agreement is attached as Appendix A and draft Secondment Agreement is attached as Appendix B.

Applicable Legislation:

Section 5 of Nova Scotia Building Code Act.

Recommendation:

- (1) THAT** the Council of the Region of Queens Municipality receive the report titled "Shared Regional Building Inspection Services".
- (2) THAT** Council of the Region of Queens Municipality authorize the Mayor and Chief Administrative Officer to enter into a shared services agreement with Municipality of the District of Lunenburg respecting provision of Building Inspection Services.

Appendix A

THIS AGREEMENT, made this ____ day of _____ 2023, is

BETWEEN

Municipality of the District of Lunenburg, a municipal body corporate

and

Region of Queens Municipality, Town of Bridgewater, Town of Lunenburg, municipal bodies corporate

(all parties hereinafter collectively referred to as the "Participating Municipalities")

WHEREAS:

A. The Participating Municipalities may enter into agreements with each other for the provision of services within the respective municipalities pursuant to the provisions of s. 60 of the *Municipal Government Act, SNS 1998 c. 18* ("MGA"); and

B. The Participating Municipalities are desirous of, and have consented to, having the Municipality of the District of Lunenburg ("MODL") provide building inspection services, fire inspection services and dangerous and unsightly premises inspection services within the Participating Municipalities.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the promises and the mutual covenants hereinafter contained and in consideration of the payment of \$5 by each of the Participating Municipalities to the others, receipt of and sufficiency of which is acknowledged, the parties hereto agree as follows:

Definitions

1. In this agreement, the following terms have the following meanings:

"Annual Operating Cost" means the annual cost to MODL of the Inspection Services.

"Building Bylaw" means a bylaw or bylaws adopted by any Participating Municipality to regulate building within their jurisdiction and as may be amended from time to time.

"Building Code" means the Nova Scotia Building Code established pursuant to the *Building Code Act, RSNS 1989 c. 46* and any Regulations issued thereunder.

"Building Official" means a qualified Building Official per the standards established by the Nova Scotia Building Code Training & Certification Board and who has been

appointed by each of the Participating Municipalities as a Building Official for that Municipality.

“Fire Code” means the Nova Scotia Fire Code established pursuant to the *Fire Safety Act, SNS 2002 c. 6* and any Regulations issued thereunder.

“Fire Inspector” means an inspector who has been appointed by each of the Participating Municipalities as a municipal fire inspector pursuant to the provisions of the *Fire Safety Act, SNS 2002, c. 6*.

“Inspection Services Manager” means the Manager of the Inspection Services department at MODL.

“Inspection Services” means the duties to be completed by a Building Official or a Fire Inspector pursuant to this Agreement and includes only the following:

- i. Working with staff of the Participating Municipalities to administer and implement the relevant requirements of the *Municipal Government Act, Building Code Act* and *Fire Safety Act*;
- ii. Reviewing plans and applications for construction, repair and alteration of buildings and plumbing for conformance with the applicable Building Bylaw, Minimum Standards Bylaw, Building Code and Fire Code;
- iii. Issuing permits pursuant to the applicable Building Bylaw and the Building Code;
- iv. Inspecting permitted construction for compliance with the applicable Building Bylaw, Minimum Standards Bylaw, Building Code and Fire Code;
- v. Preparing inspection reports pursuant to the applicable Building Bylaw and Fire Code for submission to the applicable Participating Municipality;
- vi. Advising owners and contractors of construction corrections or changes that are required to comply with the applicable Building Bylaw, Minimum Standards Bylaw, Building Code and Fire Code, and inspecting to confirm corrections or changes have been made;
- vii. Issuing stop work orders or remediation orders pursuant to the applicable Building Bylaw, Minimum Standards Bylaw, Building Code and Fire Code;
- viii. Answering inquiries related to the applicable Building Bylaw, Minimum Standards Bylaw, Building Code and Fire Code;
- ix. Receiving complaints and coordinating investigations of potential infractions of the applicable Building Bylaw, Minimum Standards Bylaw, Building Code, Fire Code and *Municipal Government Act* and following the applicable procedures and processes to ensure

compliance with the applicable Building Bylaw, Building Code, Fire Code and Part XV of the *Municipal Government Act*;

x. Enforcing relevant provisions of the *Municipal Government Act*, Building Bylaw, Minimum Standards Bylaw, Building Code and Fire Code, including requesting inspections by other officials or public authorities as required;

xi. Making recommendations to the Council of the applicable Participating Municipality in cases of violations of the applicable Building Bylaw, Minimum Standards Bylaw, Building Code, Fire Code or Part XV of the *Municipal Government Act*;

xii. Working with bylaw enforcement officers of the applicable Participating Municipality, as required, to investigate, report and enforce contraventions of the applicable Building Bylaw, Minimum Standards Bylaw, Building Code, Fire Code or Part XV of the *Municipal Government Act*;

xiv. Submitting application review documentation, inspection reports and investigation reports to the applicable Participating Municipality, or to a central repository designated by MODL as may be applicable;

xv. Ensuring that documentation as required by the applicable Building Bylaw, Minimum Standards Bylaw, Building Code or Fire Code is obtained;

xvi. Submitting quarterly activity reports and other reports when requested, including appearing before Council of a Participating Municipality if necessary; and

xvii Use GPS to collect the building footprint of buildings under construction in support of the Participating Municipality's civic addressing program.

"Minimum Building Standards Bylaw" means a bylaw or bylaws adopted by any Participating Municipality to regulate minimum building standards within their jurisdiction and as may be amended from time to time.

Term

2. This Agreement shall commence on the 1st day of April, 2023 and the agreement shall have an indefinite term, however all Participating Municipalities agree that they shall engage in a review of the effectiveness of this Agreement and its terms every five years from the commencement date of the Agreement.

Termination and Withdrawal

3. A Participating Municipality may withdraw from this Agreement by providing written notice of its intention to withdraw to the other Participating Municipalities no later than 12 months prior to the fiscal year end of the Participating Municipalities. The Participating Municipality providing notice to withdraw from this Agreement will cease to be a Participating Municipality at 11:59 pm on the fiscal year end next-following the expiry of its 12 month notice of withdrawal.
4. A Participating Municipality that withdraws from this Agreement shall not be entitled to receive any assets acquired by another Participating Municipality to provide the Inspection Services without the unanimous agreement of the remaining Participating Municipalities.
5. A Participating Municipality that withdraws from this Agreement shall be liable to the remaining Participating Municipalities for all costs incurred as a result of its withdrawal, including but not limited to employee severance and equipment or vehicles lease obligations.

Building Officials to be an Employee of MODL

6. Building Officials or Fire Inspectors employed by a Participating Municipality at the commencement of this Agreement may remain the employees of the respective Participating Municipalities but will be supervised by and have their work directed by the Inspection Services Manager.
7. Participating Municipalities will not hire new Building Officials or Fire Inspectors, or employees seeking to be trained or qualified in either of those positions without consultation with and the approval of MODL.
8. Building Officials will be subject to the employment policies, including salary, benefit and discipline policies, of the Participating Municipality that hired the Official. These policies will be administered by the Chief Administrative Officers of the respective Participating Municipalities.
9. The Participating Municipalities agree that they will harmonize salary and benefit levels for Building Officials and Fire Inspectors.
10. MODL shall maintain automobile insurance, as part of the Annual Cost, on owned and/or leased vehicles which will be used by Building Officials during the provision of Inspection Services as required by the laws of Nova Scotia, and as required under any motor vehicle lease agreement.
11. The Participating Municipalities shall maintain workers' compensation coverage for the Building Officials employed by those respective municipalities.
12. The Inspection Services Manager shall provide the Participating Municipalities with annual feedback on the performance of the Building Officials no later than September 30 of each year.

Administration of Inspection Services

13. The Participating Municipalities acknowledge and agree that MODL is authorized to hire additional Building Officials or Fire Inspectors as required to effectively carry out the Inspection Services, including the hiring of employees who have yet to be qualified in either of those positions but who will be trained to meet the necessary qualification of a Building Official or Fire Inspector.
14. MODL will utilize the services of an Inspection Coordinator and at times the Director of Planning and Development to assist in the effective administration of the requirements of is Agreement.

Coordination of Bylaw and Administrative Provisions

15. Each Participating Municipality will use a standard method of calculating building permit fees based on the value of construction, and will make the necessary alteration to their bylaws or policies to effect this requirement.
16. The Participating Municipalities will work cooperatively to review and revise their bylaws, policies and administrative processes to provide for a consistent regime of Inspection Services and of administrative processes which support the Inspection Services, including the enforcement of Bylaws, the Building Code or Fire Code.

Records Retention

17. The Participating Municipalities agree to development a common records retention policy in relation to the Inspection Services that will mandate the retention of all such records for a minimum period of 20 years. Each Participating Municipality agrees that they will comply with the common records retention policy and will maintain records created by it or maintained in its custody in accordance with that policy and the terms of this Agreement .
18. MODL shall maintain all records created by Building Officials and Fire Inspectors in compliance with the terms of the common records retention policy and the Participating Municipalities shall ensure that all such records are transferred to MODL for retention.

Provision of Inspection Services

19. The Participating Municipalities agree and acknowledge that Inspection Services shall not include:
 - (a) Collecting fees;
 - (b) Receiving and processing permit and inspection applications, and booking inspections and
 - (c) Reviewing applications or conducting inspections for compliance with any bylaws or regulations of the Participating Municipalities other than the Building Bylaw, Minimum Standards Bylaw, Building Code, Fire Code and Part XV of the *Municipal Government Act*.

20. Building permit applications will be reviewed by Building Officials and a response provided to the applicant and Participating Municipality within 14 days of the Building Official receiving all information required by the relevant Building Bylaw.
21. Participating Municipalities shall utilize the software and protocols implemented by MODL to schedule inspections by Building Officials.
22. Except in cases of emergency related to dangerous premises inspections, MODL shall only dispatch Building Officials during normal business hours.
23. MODL shall make all reasonable efforts to ensure that a Building Official, upon receiving a request for Inspection Services from a Participating Municipality, is dispatched to the Participating Municipality within three (3) business days.
24. MODL shall be under no obligation to dispatch the Building Official in response to requests for Inspection Services from Participating Municipalities, in the order in which the requests are received. Inspections will be carried out in a manner that most effectively utilizes the resources administered under this agreement giving regard to the service standard identified in clause 22 herein.
25. In the event that a Participating Municipality is dissatisfied with the Inspection Services provided by the Building Official or Fire Inspector, the Participating Municipality shall provide written notice of the complaint, including any relevant details, to the Director of Planning and Development Services of MODL as soon as reasonably possible. Within 10 business days of receiving the complaint the Director of Planning and Development Services for MODL and the Inspection Services Manager shall meet with representatives of the complaining Participating Municipality to discuss the complaint and to determine an appropriate resolution to the complaint.

Annual Costs

26. MODL shall apportion the total Annual Operating Cost, among the Participating Municipalities based on the following calculation:
 - (a) A "base charge" to cover overhead and administrative costs of providing the services outlined under this Agreement will be charged to each of the Participating Municipalities. Fifty percent of the base charge will be divided equally among the Participating Municipalities and the remaining fifty percent will be apportioned on the basis of the proportionate share of each Participating Municipality's uniform assessment amounts based on the preceding year's assessment records.
 - (b) the remainder of the Annual Operating Cost will be apportioned among the Participating Municipalities based on the proportionate number of inspection performed for each of the Participating Municipalities during the preceding year.
 - (c) Within 2 months of the end of each fiscal year MODL will conduct a review of the prior year's actual operating costs and will reconcile the actual costs against the Annual Operating Cost contribution of each of the Participating Municipalities and report the results of the reconciliation to all Participating Municipalities. Participating Municipalities will then be invoiced for the shortfall in actual operating costs or provided a refund against the Annual Operating Cost contribution for the preceding year as determined by the reconciliation results.

27. If any Participating Municipalities withdraw from this Agreement pursuant to section 3, MODL shall apportion the Annual Cost between the remaining Participating Municipalities pursuant to the cost formula outlined in section 25 for the duration of the term of this Agreement.
28. MODL shall deliver an annual invoice to each Participating Municipality no later than May 31 of each year during the term of this Agreement for the amount payable as per the cost allocation formula outlined in Section 15.
29. The Participating Municipalities shall pay the amount of the annual invoice to the MODL no later than June 30 of the year in which the annual invoice was issued.
30. Each year during the term of this Agreement MODL shall provide to the Participating Municipalities a capital budget for providing the Inspection Services for the upcoming fiscal year. The capital budget shall be shared by MODL to the Participating Municipalities on or before January 15th. The capital budget shall be apportioned among the Participating Municipalities for each year on the same basis as the Annual Operating Cost. Eligible capital costs shall include the acquisition of equipment, vehicles, computer hardware and software necessary to carry out the Inspection Services.
31. The Participating Municipalities agree that all costs associated with the enforcement or prosecution of violations of an applicable Building Bylaw, Building Code, Fire Code or Part XV of the *Municipal Government Act* shall be incurred solely by the Participating Municipality which is commencing the enforcement or prosecution activity.

Annual Review

32. MODL shall provide each Participating Municipality with a written review of the funding model and Annual Cost, including a report on how the Annual Cost was expended, no later than October 31 of each year. The written review shall include the estimated Annual Cost for the following calendar year, including the proposed percentage breakdown between base costs and operating costs

Insurance

33. The Participating Municipalities shall, at their own cost, procure and maintain a comprehensive general liability policy.
34. MODL shall be added as an additional insured to the respective liability insurance policy of each Participating Municipality in relation to the inspection services provided under the terms of this Agreement.
35. Each Participating Municipality shall provide the MODL with written confirmation, annually by May 31 of each year, that MODL is an additional insured as required by section 23.

Indemnification

36. MODL shall indemnify and hold harmless the Participating Municipalities (other than MODL) its Council, inspectors, agents and employees from all actions, claims, demands, losses, costs (including legal costs), damage, causes of action, negligence, or any other legal consequence, including damages (collectively referred to as "claims" arising from the MODL's actions, errors, omissions, misconduct and/or violation of the provisions of this

Agreement, or any statute unless such claims arise from the gross negligence or willful default of MODL or of its employees, servants, or agents.

37. The Participating Municipalities shall indemnify and hold harmless MODL its Council, inspectors, agents and employees from all actions, claims, demands, losses, costs (including legal costs), damage, causes of action, negligence, or any other legal consequence, including damages (collectively referred to as "claims" arising from the MODL's actions, errors, omissions, misconduct and/or violation of the provisions of this Agreement, or any statute unless such claims arise from the gross negligence or willful default of MODL or of its employees, servants, or agents.

Survival of Provisions Following Termination

38. The Terms of sections 17, 18, 36, 37 dealing with Records Retention and Indemnification and the obligations and promises set out therein shall survive any termination of this Agreement, whether by one or more parties, and each shall continue to bind the Participating Municipalities,

Freedom of Information and Protection of Privacy

39. The Participating Municipalities acknowledge and agree that the printed, electronic and other records produced by Building Officials for the purpose of or in connection with the provision of Inspection Services are to be submitted to the Participating Municipalities for their records and as such, are under the custody and control of the Participating Municipalities and governed by the Freedom of Information and Protection of Privacy provisions of the *Municipal Government Act*.

Dispute Resolution

40. In the event of any dispute or disagreement arising from the interpretation or application of this Agreement, or in the event of any breach or alleged breach by any party, first written notice may be provided by any party to the other parties describing the nature of the breach or alleged breach, or the disagreement or dispute. In the event that such notice is given, the parties shall:
 - (a) immediately proceed to negotiate in good faith to resolve the matter to the mutual satisfaction of both parties; and
 - (b) if a resolution satisfactory to both parties is not achieved within sixty (60) days of the first written notice being delivered to the parties, then any party may serve a second written notice upon the other parties that the matter is to be referred to binding arbitration pursuant to the provision of the *Commercial Arbitration Act, SNS 1999, c. 5*.

General

41. Time shall be of the essence in this Agreement.
42. Any notice required to be provided under this Agreement shall be provided by registered letter, to the address indicated at the beginning of this Agreement and any such notice will

be deemed to have been delivered on the second business day following that on which it was mailed.

43. An amendment to this Agreement is only valid if it is in writing and executed by all parties.
44. This Agreement shall not be assigned by any party hereto except with the prior written consent of the others, which consent shall not be unreasonably withheld.
45. This Agreement enures to the benefit of and is binding upon the parties, their respective successors and permitted assigns. The waiver by any party of any failure on the part of any other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
46. The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope of meaning of this Agreement or any provision of it.
47. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine of the body corporate or politic as the context so requires.
48. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
49. If any term of this Agreement is held to be invalid or illegal or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement, and the rest of this Agreement remains in force unaffected by that holding or by the severance of that term.
50. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of Nova Scotia.
51. Any reference in this Agreement to an enactment, statute, regulation or order of the Province of Nova Scotia, or the Government of Canada, means such enactment, statute, regulation or order as same may be amended, replaced or re-enacted from time to time.

[signature page to follow]

IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of March 2023.

MUNICIPALITY OF THE DISTRICT OF LUNENBURG

Witness

Per: _____

REGION OF QUEENS MUNICIPALITY

Witness

Per: _____

TOWN OF BRIDGEWATER

Witness

Per: _____

TOWN OF LUNENBURG

Witness

Per: _____

Appendix B

APPENDIX "*" of SHARED SERVICES AGREEMENT

SECONDMENT AGREEMENT

THIS SECONDMENT AGREEMENT (the "Agreement") is entered into as of [DATE] (the "Effective Date") by and between:

[Region of Queens Municipality, Town of Bridgewater, Town of Lunenburg], a municipal body corporate (the "Employer");

and

Municipality of the District of Lunenburg, a municipal body corporate (the "Host");
(the Employer and Host are collectively referred to as the "Parties")

WHEREAS the Host, which is providing services for the benefit of the Employer pursuant to the Shared Services Agreement, and requires the services of an individual with the skills, knowledge, and experience of Secondee(s) covered by this Agreement.

NOW, THEREFORE, for the consideration set forth herein, the Parties agree as follows:

1. Definitions

1.1 In this Agreement, the following terms have the following meanings:

- (a) "**Confidential Information**" means:
 - (i) all information, data, documents, agreements, files and other materials in whatever form, or copies thereof, whether or not such information is marked confidential, which is disclosed or otherwise furnished by the relevant Party to the Secondee in the course of the Secondee's employment or Secondment, that relates directly or indirectly to the relevant Party's business, clients, customers, products, services, finances, intellectual property and trade secrets;
 - (ii) other information that would reasonably be considered non-public, confidential or proprietary given the nature of the information and the disclosing Party's operation.

Confidential Information does not include information which:

- (A) was in the Secondees' possession before receipt from the relevant Party;

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- (B) is or becomes a matter of public knowledge through no direct or indirect action of the Secondee; or
 - (C) is lawfully received by the Secondee from a third party without a duty of confidentiality.
- (b) "**Employment Contract**" means the terms of employment between the Employer and the Secondee that is consistent with the terms of this Agreement.
 - (c) "**Host's Personnel Policies**" means the [insert name of Host's personnel policy], which may be amended from time-to-time by the Host.
 - (d) "**Management Issues**" means all matters relating to the Secondee's performance of the Services requiring action, investigation and/or decisions by the Host relating to discipline, performance management, or attendance management ("Performance Related"); and any complaint about the Secondee or raised by the Secondee ("Complaint Related") related or in the course of the Secondee's performance of the Services.
 - (e) "**Personal Information**" has the meaning set out in the *Municipal Government Act, SNS 1998, c 18*, as amended.
 - (f) "**Secondee**" means an employee who is seconded by the Employer to the Host pursuant to this Agreement.
 - (g) "**Secondment**" means the secondment of Secondee(s) by the Employer to the Host on the terms of this Agreement.
 - (h) "**Secondment Period**" means the period of the Secondment as defined in Section 2.2.
 - (i) "**Services**" means services set forth in the job description attached hereto as Schedule A and such other services as may be agreed to by the Host and Employer from time to time.

Other terms not specifically defined in this section shall have the meanings given to them elsewhere in this Agreement.

2. Secondment

2.1 Prior to the commencement of the Secondment Period:

- (a) The Employer shall provide the Host with a copy of the Employment Contract that the Employer proposes to enter into with the Secondee in the context of this Agreement;

- (b) The Employer shall make any changes to the Employment Contract suggested by the Host to make the Employment Contract consistent with this Agreement;
- (c) The Employment Contract shall explicitly stipulate that the Secondee agrees that their employment will be governed, in part, by this Agreement, and the Secondee shall be provided with a copy of this Agreement in advance of the Secondee entering into the Employment Contract;

2.2 The Secondment shall commence on the date agreed between the Parties and the Secondee and shall continue indefinitely unless earlier terminated in accordance with Section 9 (the "Secondment Period").

3. Services

3.1 The Employer shall second the Secondee to the Host for the Secondment Period to provide the Services in accordance with the terms of this Agreement.

3.2 The Employer shall ensure that the Secondee devotes all of their working time, attention and ability to the business affairs of the Host during the Secondment.

3.3 The Employer shall ensure the Secondee provides the Services at [LOCATION] [or such other place within [AREA] as the Host may reasonably require for the proper performance and exercise of the Services]. The Secondee may be required to travel on the Host's business to such places by such means and on such occasions as the Host may from time to time require.

4. Employment Status

4.1 During the Secondment Period, the Secondee shall remain an employee of the Employer for all purposes, with no interruption to the Secondee's period of continuous employment with the Employer. No employment relationship between the Secondee and Host is created by this Agreement and the Secondee shall not at any time be, or be deemed to be, an employee of the Host.

4.2 During the Secondment Period, the Employer shall comply with the terms of the Employment Contract. Any change to the Employment Contract during the Secondment Period is subject to the Host's prior approval, such approval not to be unreasonably withheld or delayed.

4.3 The Host shall not require the Secondee to do anything that may breach the Employment Contract. The Host shall have no authority to vary the terms of the Employment Contract or shall not make any representations to the Secondee in relation to the terms of the Employment Contract.

4.4 Nothing in this Agreement shall constitute, or be deemed or construed to create a partnership, joint venture, common employer, related employer or similar relationship between the Parties. Neither Party shall be deemed to be the agent of the other Party by virtue of this Agreement, it being understood and agreed that the Employer and Host are

independent parties contracting for the Services. Neither Party has and neither Party shall hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of the other Party.

5. Management of the Secondee

5.1 During the Secondment, the Host shall have day-to-day control of the Secondee's activities, and the Host shall address such Management Issues in accordance with Section 5.6.

5.2 The Employer shall ensure that the Secondee performs the Services in compliance with applicable laws and the Host's Personnel Policies.

5.3 To the extent that they are not in conflict with this Agreement, the Secondee shall be subject to the Host's Personnel Policies.

5.4 The Employer shall ensure that the Secondee notifies the Host if the Secondee identifies any actual or potential conflict of interest between the Host and the Employer during the Secondment Period.

5.5 Both parties shall inform the other as soon as reasonably practicable of any significant matter that may arise during the Secondment Period relating to the Secondee.

5.6 If any Management Issue arises, the Host shall abide by the following procedure:

(a) If Performance Related, the Host shall:

(i) Implement and apply with respect to the Secondee, the appropriate coaching, warning, suspension, or any other measure that in the Host's discretion is reasonable and consistent with generally acceptable human resources practices ("Performance Response"); for clarity, and without limiting the Host's discretion, any Performance Response will, if applicable, abide by the following general principles of progressive discipline:

(A) First written warning;

(B) Second written warning;

(C) Suspension;

(D) Termination of Secondment.

(ii) Advise the Employer of the Performance Response in writing;

(iii) If requested by the Employer, meet with Employer and, if appropriate, the Secondee, to discuss the Performance Response and measures that

the Secondee needs to take to address the issues raised in the Performance Response;

- (b) If Complaint Related, the Host shall:
 - (i) Conduct the appropriate investigation that in the Host's discretion is reasonable and consistent with generally acceptable human resources practices;
 - (ii) Implement and apply with respect to the Secondee, a "Complaint Response", which is the appropriate measures that in the Host's discretion is reasonable and consistent with generally acceptable human resources practices, which may, depending upon the circumstances, be a Performance Response;
 - (iii) Advise the Employer of the Complaint Response in writing;
 - (iv) If requested by the Employer, meet with the Employer, and, if appropriate, the Secondee, to discuss the Complaint Response and measures that have been taken to address the issues raised in the Complaint Response.
- (c) The Employer shall reimburse the reasonable costs and expenses incurred by the Host with respect to the administration of sections 5.6(a) and (b).

5.7 The Secondee's hours of work shall be managed by the Employer, but the Secondee's normal working hours shall be [TIME] to [TIME], [DAY] to [DAY] and, as determined by the Host, such additional hours as are reasonable and necessary for the proper performance of the Services.

5.8 The Secondee's vacation and other leave entitlements shall be managed by the Employer. The Employer shall consult with the Host before approving any vacation leave or other leave request made by the Secondee.

5.9 The Employer shall ensure the Secondee complies with the Host's reporting arrangements if the Secondee is absent from work for any reason. Absenteeism issues will be addressed in accordance with Section 5.6(a).

6. Secondee Compensation

6.1 The Employer shall pay the Secondee's through the Employer's payroll and continue the Secondee's benefit coverage and pension contributions.

6.2 The Employer shall be responsible for all required statutory deductions and remittances including but not limited to income tax, Canada Pension Plan, employment insurance, workers' compensation premiums, employer health tax and any other deductions or remittances required pursuant to the Secondee's Employment Contract.

6.3 The Employer shall have and maintain workers' compensation insurance for the Secondee with the Nova Scotia Workers Compensation Board.

6.4 The Employer shall be responsible for all employment-related benefits pursuant to the Secondee's Employment Contract, including but not limited to vacation pay, group insurance health and dental benefits, disability benefits, life insurance and pension contributions.

6.5 The Host shall not provide any additional remuneration to the Secondee, whether by bonus, salary, or other benefits.

6.6 The Host shall, at the end of each [PERIOD] during the Secondment Period, provide the Employer with details of any overtime performed by the Secondee during the preceding [PERIOD], and the Employer shall make the necessary overtime payments to the Secondee in the usual way.

6.7 The [Employer/Host] is responsible for reimbursing the Secondee for all reasonable out-of-pocket business-related expenses incurred by the Secondee in the connection with providing the Services, including expenses for business travel and accommodation [in accordance with the [Employer's/Host's] travel and reimbursement policy]. [The Employer is entitled to invoice the Host for amounts paid to the Secondee as out-of-pocket business expense reimbursement.]

7. Personal Information

7.1 The Employer and Host acknowledge that the Host may need Personal Information about the Secondee where necessary for proper performance of the Services and this Agreement, or to comply with a legal obligation.

7.2 The Employer is responsible for securing the Secondee's consent to the Host's collection, use and maintenance of the Secondee's Personal Information, and shall provide a copy of that consent to the Host.

7.3 The Host will collect, use, and disclose the Secondee's Personal Information solely for the purpose of the Secondment and this Agreement, in compliance with all applicable privacy laws relating to the protection of the Personal Information.

8. Confidentiality

8.1 The Parties shall keep any of the other Party's Confidential Information, obtained as a result of the Secondment, confidential. The Parties shall not use or disclose the other Party's Confidential Information to any person without the consent of the other Party.

8.2 The Parties shall ensure that no person gets access to the other Party's Confidential Information, from it, its officers, employees or agents, unless other authorized to do so by the other Party. Each Party shall inform the other Party immediately on becoming aware, or suspecting, that an unauthorized person has become aware of the other Party's Confidential Information.

8.3 Both Parties shall use their reasonable endeavours to ensure the Secondee, during the Secondment Period and after its termination:

- (a) Protects the confidentiality of the Host's Confidential Information that the Secondee creates, develops, receives or obtains during the Secondment Period and complies with the Host's Confidential Information policies and procedures;
- (b) Keeps the Host's Confidential Information strictly confidential and secure, and uses it only for the purposes of fulfilling the Services and not for any other purpose, without consent of the Host;
- (c) Discloses the Host's Confidential information only if expressly permitted by the Host or such disclosure is required by applicable laws;
- (d) Does not make any record containing the Host's Confidential Information or use such records, other than for the benefit of the Host; and
- (e) Upon completion, termination or expiration of the Secondment, or at the Host's request, return any of the Host's Confidential Information and any copies thereof in their possession to the Host.

9. Termination of Secondment Period

9.1 The Host may terminate the Secondment Period in the following circumstances:

- (a) By providing 30 days' notice in writing to the Employer of such termination; or
- (b) Immediately, by providing the Employer with notice in writing that includes a summary of the steps the Host has taken to address any Management Issues in accordance with Section 5.6 and is satisfied, in its discretion, that the Secondee is unlikely to be able to consistently perform the Services to a satisfactory standard required by the parties to the Shared Services Agreement.

9.2 If the Secondee ceases to be an employee of the Employer, the Secondment Period is deemed to be immediately terminated. The Employer shall immediately provide notice to the Host upon the Employer becoming aware that the Secondee will cease to be or has ceased to be its employee.

9.3 The termination of the Secondment Period will terminate the obligations of the Host to the Employer with respect to the Secondee, and upon such termination, the Secondee will cease performing Services for the Host.

9.4 Within 15 days of receipt of the notice provided pursuant to section 9.1 or 9.2, the Employer will advise the Host in writing:

- (a) that the Employer will be assigning an alternative Seconded pursuant to an Employment Contract, and the Host must so assign such Seconded within 10 days of such notice; or
- (b) that the Employer is permitted to hire an alternative individual to take the Seconded's place, in which case such alternative individual will become an employee of the Host, and this Agreement will not apply to such employment.

10. Termination of Shared Services Agreement Results in Termination of this Agreement

10.1 This Agreement terminates effective the date of the termination of or withdrawal of the Shared Services Agreement by the Employer or Host.

10.2 The termination of this Agreement will not result in the termination of any obligation of a Party for the terms and conditions of this Agreement that require their performance by a Party after the termination of the Agreement and they will be and remain in force notwithstanding such termination of the Agreement.

11. Liability

11.1 For clarity, the Indemnity Section of the Shared Services Agreement applies *mutatis mutandis* to this Agreement.

12. Notices

12.1 Any notice or other communication under this Agreement shall be in writing and delivered either personally or by email of a PDF document (with confirmation of transmission) or by registered mail (postage prepaid) or by nationally recognized courier (with all fees prepaid).

12.2 Delivery of a notice or communication shall be made:

To the Employer at: [ADDRESS]

Email: [EMAIL ADDRESS]

Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

To the Host at: [ADDRESS]

Email: [EMAIL ADDRESS]

Attention: [EMPLOYEE NAME]

12.3 If delivered personally or by courier service, a notice or communication shall be deemed to have been received on the date of delivery. If sent email of a PDF document, a notice or communication shall be deemed to have been received on the business day

following the date of transmission, provided that if the date of transmission is not a business day, then it shall be deemed to have been received on the following business day.

13. Interpretation

13.1 The headings in this Agreement identifying various sections, subsections, paragraphs and clauses are inserted for convenience or reference only and are in no way intended to describe, interpret, define, affect the construction of or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

13.2 For the purposes of this Agreement, words in the singular include the plural, words in the plural include the singular, words importing the use of any gender include all genders where the context or party referred to require, and the rest of the provision is to be construed as if the necessary grammatical and terminological changes had been made.

13.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this Agreement includes the Schedules.

13.4 This Agreement constitutes the sole and entire agreement of the Parties regarding the Secondment of the Secondee by the Employer and supersedes all prior written or oral agreements, negotiations or representations between the Parties with respect to the subject matter.

13.5 The paragraphs of this Agreement are separate and distinct provisions, severable from each other. If a provision is determined to be invalid or unenforceable, such invalidity or unenforceability shall apply to the provision only to the extent of that invalidity or unenforceability and shall not affect the validity or enforceability of any other provision.

13.6 Any amendment to this Agreement must be in writing and executed by both Parties. No waiver of any provision in this Agreement shall be deemed or constitute a waiver of any other provision.

13.7 This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the Province of Nova Scotia and the federal laws of Canada applicable in that province and the parties agree to the exclusive jurisdiction of the courts of the Province of Nova Scotia in relation to the enforcement of this Agreement.

13.8 This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signed copy of this Agreement delivered by email, PDF, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

13.9 No Party may assign any of its rights or delegate any of its obligations under this Agreement or assign or create any interest with respect to this Agreement or its rights or obligations hereunder, except with the prior written consent of the other Party. Subject to the above restrictions on assignment, the provisions of this Agreement shall be binding upon

and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

[SIGNATURE PAGE FOLLOWS]

DRAFT FOR DISCUSSION PURPOSES

DRAFT FOR DISCUSSION PURPOSES

IN WITNESS WHEREOF, the Employer, [EMPLOYER NAME], by its duly authorized representatives, has executed this Agreement this day of [DATE], in the [Municipality/City] of [MUNICIPALITY/CITY], in the province of Nova Scotia.

Witness

[EMPLOYER NAME]

By _____
Name:
Title:

IN WITNESS WHEREOF, the Host, Municipality of the District of Lunenburg, by its duly authorized representatives, has executed this Agreement this day of , in the Municipality of the District of Lunenburg in the province of Nova Scotia.

Witness

By _____
Name:
Title:

SCHEDULE "A" -- JOB DESCRIPTION

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