

**Region of Queens Municipality Regular Council  
Tuesday, December 10, 2024  
9:00 a.m.**

**Agenda**

- 1.0 Call to Order**
- 2.0 Approval of the Agenda**
- 3.0 Approval of the Minutes**
  - 3.1 November 25, 2024
- 4.0 Public Comment**
- 5.0 Delegations and Presentations**
- 6.0 Correspondence**
- 7.0 Committee Reports**
- 8.0 Unfinished Business**
  - 8.1 Chain of Office
  - 8.2 Cannons at Tupper Park
  - 8.3 Airport Financials and Agreement
  - 8.4 Joint Letter to NS Dept. Senior and Long-term Care
  - 8.5 Proposed 2025 Council Meeting Schedule
- 9.0 New Business**
  - 9.1 2024-2025 Capital Projects Update
  - 9.2 Building Official Appointment
  - 9.3 Queens County Track Society CIF Extension
  - 9.4 Westfield Community Centre Society CIF Extension
  - 9.5 J Gordon Achievement Award
  - 9.6 Safety Reserve – Fire Departments

## **10.0 Mayor's Report**

10.1 Mayor's Report

## **11.0 Business from Members of Council**

## **12.0 Closed Session**

12.1 Labour relations

12.2 Personnel

## **13.0 Adjournment**

**Region of Queens Municipality Regular Council**  
**Monday, November 25, 2024**  
**6:00 p.m.**

**Minutes**

**Present:**

Mayor Scott Christian, Chair  
Councillor Vicki Amirault  
Councillor Wanda Carver  
Deputy Mayor Maddie Charlton  
Councillor Jack Fancy  
Councillor Stewart Jenkins  
Councillor Roberta Roy  
Councillor Courtney Wentzell  
Cody Joudry, CAO  
Heather Cook, Acting Recording Secretary

**1.0 Call to Order**

Mayor Christian called the meeting to order at 6:00 p.m. and opened the meeting by acknowledging that we are in Mi'kma'ki, the traditional territory of the Mi'kmaq people.

**2.0 Changes / Approval of Agenda**

**It was moved by Deputy Mayor Charlton and seconded by Councillor Jenkins that the Agenda be approved as amended, adding item 8.6: Updates on Reports in Progress.**

**MOTION CARRIED.**

**3.0 Approval of Minutes**

3.1 November 12, 2024 Regular Council Meeting Minutes

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

**THAT the minutes of the Regular Council meeting held November 12, 2024 be approved as presented.**

**MOTION CARRIED.**

**4.0 Public Comment**

Carole Smith, former United Church Minister in Caledonia and Liverpool encouraged council and others to attend an event to mark the National Day of Remembrance and Action on Violence Against Women, hosted by

Second Story Women's Centre, and held on December 11, 2024 from 7 – 8:30 p.m. in the community room at Queens Place Emera Centre, Liverpool. Second Story Women's Centre covers Lunenburg and Queens Counties. Ms. Smith challenged Council to encourage more programs and support in Queens County to prevent gender based violence.

## **5.0 Delegations and Presentations**

There were no Delegations or Presentations.

## **6.0 Correspondence**

6.1: The Friends of Hank Snow Society

If applicable:

**It was moved by Deputy Mayor Charlton and seconded by Councillor Jenkins:**

**THAT the Council of the Region of Queens Municipality provide \$1,600 from accumulated surplus, an unbudgeted amount, in funding to the Friends of Hank Snow Society to cover additional costs related the replacement of the furnace.**

**MOTION CARRIED.**

## **7.0 Committee Reports**

There were no committee reports.

## **8.0 Unfinished Business**

8.1: New Municipal Council Code of Conduct

**It was moved by Councillor Wentzell and seconded by Councillor Amirault that the motion from the November 12, 2024 Regular Council meeting be lifted from the table.**

**MOTION CARRIED.**

**THAT the Council of the Region of Queens Municipality approve the revised Policy 74 - Code of Conduct for Members of Council and Public Committee Members, as presented;**

**AND THAT staff be directed to develop a new draft Municipal Employee Code of Conduct that aligns with, is complimentary to, and supportive of, the new Municipal Council Code of Conduct.**

**MOTION DEFEATED.**

**It was moved by Councillor Amirault and seconded by Deputy Mayor Charlton:**

**THAT the Council of the Region of Queens Municipality receive the report titled 'New Municipal Council Code of Conduct' for information. WHEREAS the Minister of Municipal Affairs and Housing for the Province of Nova Scotia has made the Code of Conduct for Municipal Elected Officials Regulations, N.S. Reg. 220/2024 ("the Regulations"); and, WHEREAS municipalities are required to adopt the model code of conduct prescribed by the Regulations on or before December 19,**

**2024, pursuant to section 4(1) of the Regulations and section 23A of the Municipal Government Act;**

**THEREFORE be it resolved that the Council of the Region of Queens Municipality hereby adopt the model code of conduct as set forth in Schedule “A” to the Regulations, which shall be titled the “Code of Conduct for Elected Officials of the Region of Queens Municipality”.**

**MOTION CARRIED.**

**It was moved by Councillor Wentzell and seconded by Councillor Carver:**

**THAT the Council of the Region of Queens Municipality direct staff to provide draft amendments to Policy 74 to apply to committee members;**

**AND THAT staff be directed to develop an updated Municipal Employee Code of Conduct that aligns with, is complimentary to, and supportive of, the new Municipal Council Code of Conduct and Municipal Conflict of Interest Act.**

**MOTION CARRIED.**

**8.2: Policy 23 Amendment – Off-site Meetings**

**It was moved by Councillor Jenkins and seconded by Councillor Roy:**

**THAT the Council of the Region of Queens Municipality receive the report titled “Policy 23 Amendment – Off-site Meetings” for information.**

**MOTION CARRIED.**

**It was moved by Deputy Mayor Charlton and seconded by Councillor Carver:**

**THAT the Council of the Region of Queens Municipality amend Administrative Policy 23 to remove the requirement of off-site meetings and add December as a month with no meeting on the fourth Tuesday of that month as presented.**

**MOTION CARRIED.**

**8.3 Investigating an Indoor Pool**

**It was moved by Councillor Carver and seconded by Councillor Jenkins:**

**THAT Council of the Region of Queens Municipality receive the report titled ‘Investigating an Indoor Pool’ for information.**

**MOTION CARRIED.**

**8.4: Committee and Board Appointments**

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

**THAT the Council of the Region of Queens Municipality receive the report titled “Committee and Board Appointments” for information.**

**AND THAT the Council of the Region of Queens Municipality appoint members to committees and boards as presented.**

**MOTION CARRIED.**

8.5: Committees of Council Terms of Reference – Update

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

**THAT Council of the Region of Queens Municipality receive the report titled “Committees of Council Terms of Reference – Update” for information.**

**MOTION CARRIED.**

8.6: Updates on Reports in Progress

CAO Cody Joudry provided an update on three reports currently in progress: Cannons at Tupper Park will not be before Council until the first meeting in January 2025, and the reports on South Shore Regional Airport and Chain of Office will be on the December 10 Regular Council Agenda.

**9.0 New Business**

9.1: Strategic Priority Setting Facilitator

**It was moved by Councillor Wentzell and seconded by Councillor Carver:**

**THAT Council of the Region of Queens Municipality receive the report titled “Strategic Priority Setting Facilitator” for information.**

**MOTION CARRIED**

**It was moved by Councillor Carver and seconded by Councillor Roy:**

**THAT the Council of the Region of Queens Municipality appoint the Mayor, Deputy Mayor, and CAO to create an ad-hoc committee to select a strategic priorities facilitator for Council.**

**MOTION CARRIED.**

Mayor Christian called for a brief recess at 7:15 p.m.

Council proceedings reconvened at 7:21 p.m.

9.2: 2024-2025 Q2 Financial Update

**It was moved by Deputy Mayor Charlton and seconded by Councillor Jenkins:**

**THAT the Council of the Region of Queens Municipality receive the report titled “2024-2025 Q2 Financial Update” for information.**

**MOTION CARRIED.**

9.3: J&W Murphy Foundation Gift

**It was moved by Councillor Fancy and seconded by Councillor Carver:**

**THAT Council of the Region of Queens Municipality receive the report**

**titled 'J&W Murphy Foundation Gift' for information.**

**MOTION CARRIED.**

9.4: Supporting the Liverpool Curling Club

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

**THAT the Council of the Region of Queens Municipality provide funding in the amount of \$112,427 to the Liverpool Curling Club Ltd. for the purposing of improving curling infrastructure in the community and \$37,500 to the Liverpool Championship Host Society for hosting the Canadian Mixed Doubles Curling Championships event.**

**MOTION CARRIED.**

**It was moved by Deputy Mayor Charlton and seconded by Councillor Jenkins:**

**THAT the Council of the Region of Queens Municipality receive the report titled 'Supporting the Liverpool Curling Club' for information.**

**MOTION CARRIED.**

## **10.0 Mayor's Report**

Mayor Christian presented a verbal report. He, Councillor Carver, and members of staff attended the Lunenburg Queens Business Excellence Awards. He extended congratulations to White Point Beach Resort for winning the Business Legacy Award, and congratulated Ingram's Automotive, Mersey Seafoods, and Rosefinch Mercantile Tea Room & Galeforce Feasts on being finalists for various awards. He and many members of Council marched with the Municipality's Float in the Liverpool Firefighter's Christmas Parade. He thanked staff for their management and monitoring of the current challenges with water levels at the Town Lake Reservoir which supplies Municipal Water Utility customers.

## **11.0 Business from Members of Council**

11.1: Town Lake Reservoir

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

**THAT the Council of the Region of Queens Municipality direct staff to prepare a comprehensive report on the water and wastewater utility systems, including: an outline of existing and potential future challenges, both operational and strategic; and the status and any existing long-term plans related to addressing these challenges.**

**MOTION CARRIED.**

11.2: Water and Waste Water Utility Customer Communication

**It was moved by Deputy Mayor Charlton and seconded by Councillor Jenkins:**

**THAT the Council of the Region of Queens Municipality direct staff to develop a communication system to enable rapid, efficient, and effective communication with all water and wastewater account holders;**

**AND THAT the system should be designed to: facilitate timely dissemination of critical information, such as service interruptions, maintenance schedules, and emergencies; ensure accessibility and inclusivity for all account holders, utilizing multiple communication channels where appropriate; and provide a reliable platform for ongoing updates and engagement with account holders to enhance transparency and customer service.**

**MOTION CARRIED.**

## **12.0 Closed Session**

**At 8:07 p.m., it was moved by Councilor Carver and seconded by Councillor Amirault that Council move to the Closed Session of the agenda to discuss items: 12.1: Labour Relations.**

**MOTION CARRIED.**

**At 8:35 p.m., it was moved by Deputy Mayor Charlton and seconded by Councillor Amirault that Council return to the Open Session of the agenda.**

**MOTION CARRIED.**

## **15.0 Adjournment**

The meeting was adjourned at 8:36 p.m.

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Mayor Scott Christian, Chair

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Cody Joudrey, CAO

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Heather Cook, Acting Recording Secretary

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

## Region of Queens Municipality

### 8.1 Staff Report

**To:** Mayor and Council  
**From:** Mike MacLeod, Director of Land Use  
**Date:** December 10, 2024  
**Re:** Chain of Office and Ceremonial Mace

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#### Background

At the November 12, 2024 meeting of the Council of the Region of Queens Municipality (RQM), a request was made by a resident of RQM to have the Mayor's Chain of Office utilized during official Council functions. A copy of this request is attached as Appendix A. As well, during discussion on this matter, question was raised as to the location of the Ceremonial Mace, which used to reside in council chambers. Staff were directed to report on the background and history of use of, and discontinuation of, the Chain of Office and Mace.

#### Discussion

The use of mayoral chains of office stems from European tradition dating back hundreds of years and many Canadian municipalities continue this historic practice today. The mayor wears the chain of office for ceremonial occasions when he or she appears in his or her official capacity as a mark of pride in the municipality in which they live. It symbolizes the responsibilities, authority, and dignity, which are attached to the office of mayor.

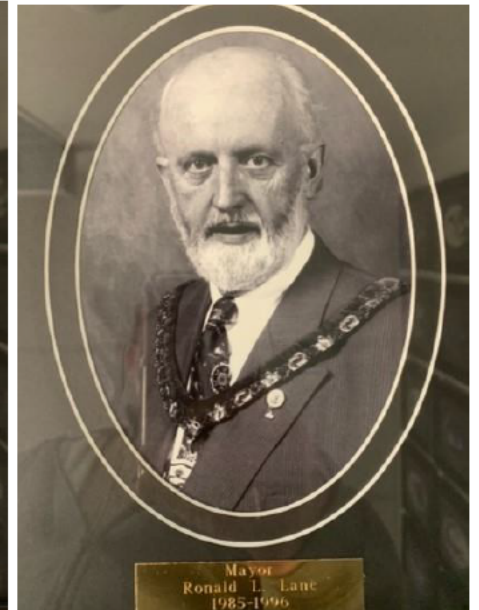
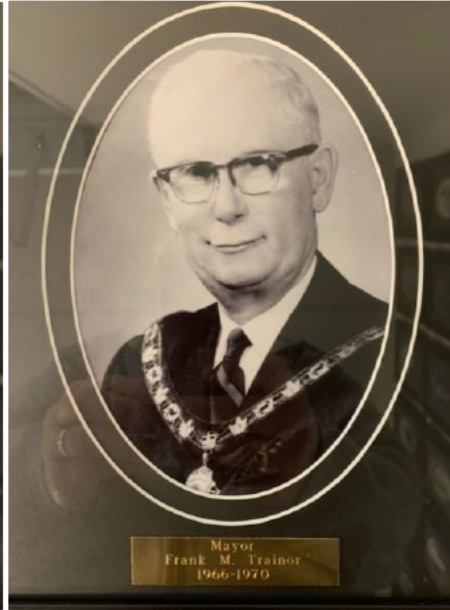
A ceremonial mace is a highly ornamented staff of metal or wood, carried before a sovereign or other high officials in civic ceremonies by a mace-bearer, intended to represent the official's authority. The mace, as used today, derives from the original mace used as a weapon. Processions often feature maces for parliamentary or formal academic occasions.

## Chain of Office

Liverpool was founded in 1759. For its Bi-Centennial year, a mace and chain of office were created and presented to the Town on September 18, 1959.



A chain of office is composed of symbolic elements joined with pieces of chain from which hangs a medallion. The former Town of Liverpool's elements consist of alternate plaques of maple leaf, indicating the town's link with Canada and entwined fish, representing one of the industries of the town. Where the medallion joins the chain, is a crown, which symbolizes Nova Scotia's link with the Commonwealth.



## Ceremonial Mace

The ceremonial mace, which is 31 inches long, consists of a maple wood rod surrounded by a silver-gilt head which is chalice shaped. Engraved on one side of the head is the Coat of Arms of the Town of Liverpool, Nova Scotia. The head also has a border of maple leaves, indicating the ties with Canada. Between each maple leaf is a rope motif, representing another of the town's main industries. The finial of the mace is a sheaf of wheat, which is also incorporated in the Coat of Arms for, it is said that early settlers used this symbol as they had hopes that the wheat growing industry was to be one of their largest industries.



The ceremonial mace continues to be utilized in Canada's House of Commons, provincial legislatures and many post-secondary educational institutions.

However, there has been some reconsideration in recent years about what this symbol means and if it reflects current values. One such example is Dalhousie University, which undertook a review of the significance of this object. The *"University says ceremonial mace used at convocation ceremonies is out of step with contemporary values. Dalhousie University wants to shed a ceremonial symbol of authority it says reflects European colonial values by replacing the mace used at the school's convocation ceremonies"*.<sup>1</sup> In 2019, Dalhousie University replaced its ceremonial mace with its *New Dawn Staff of Place and Belonging*. Dalhousie was the first university in North America to replace its traditional mace with a new ceremonial object.

In 1996, the Municipality of the County of Queens and the Town of Liverpool voluntarily amalgamated to create the Region of Queens Municipality, at which time the chain of office ceased to be used. The chain of office was subsequently donated to the Queens County Museum. The mace continued to be used in Council's swearing-in ceremonies following amalgamation, up until at least 2012 and was then displayed in council chambers until 2022. The mace currently resides in the Mayor's Office.

1. <https://www.cbc.ca/news/canada/nova-scotia/dal-says-its-symbol-of-authority-reflects-colonialism-and-it-wants-it-replaced-1.4017087>

As indicated in the resident's request (Appendix A), chains of office are usually designed to represent the uniqueness of the area that the mayor represents, which in the case of the existing chain, is the Town of Liverpool. The mace, as indicated above, incorporates the coat of arms for the Town of Liverpool.

Questions for consideration:

- Does the existing chain of office and ceremonial mace adequately represent the Region of Queens Municipality? If not,
- Is it appropriate to consider refurbishing existing chain of office and mace to represent the Region of Queens Municipality.

Staff are seeking guidance from Council if they wish to have the mayor's chain of office and/or ceremonial mace re-instituted as part of Council proceedings and ceremonies and offer several options for Council's consideration:

1. Maintain status quo and not re-institute use of Mayor's Chain of Office and Ceremonial Mace;
2. Utilize existing chain of office and ceremonial mace (request that Queens County Museum have the chain deaccessioned and returned to the Municipality);
3. Utilize existing chain of office and ceremonial mace, refurbishing each to reflect the Region of Queens Municipality; or
4. Have a new chain of office and / or ceremonial mace created.

### **Budget Impacts**

Should it be the wish of Council to customize the existing chain of office and/or ceremonial mace or to have new ones created there would be budget implications, ranging into the thousands of dollars. If done this fiscal year, it would be an unbudgeted expense. For perspective on some of the costing, in the spring of 2024, the Town of Annapolis Royal approved replacement of its current chain of office at a cost of \$2,849 + shipping and HST.

### **Recommendation**

**(1) THAT** the Council of the Region of Queens Municipality receive the report titled '*Chain of Office and Ceremonial Mace*' for information.

## 8.1 Appendix A

**Cody Joudry**

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**Subject:** RE: Chain of Office

**From:** lorne redmond [REDACTED]  
**Sent:** Tuesday, November 5, 2024 7:41:44 PM  
**To:** Scott Christian <[schristian@regionofqueens.com](mailto:schristian@regionofqueens.com)>; Vicki Amirault <[VAmirault@regionofqueens.com](mailto:VAmirault@regionofqueens.com)>  
**Subject:** Chain of Office

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

To the mayor and region of Queens councillors:

After watching the installation of our new mayor and waiting patiently for the chain of office to be placed on our new mayor's shoulders, my husband and I were astonished and disappointed when that didn't happen.

After questioning why this wasn't done, I was even more amazed to hear that said chain was signed over to the Queens County Museum.

Today I inquired if the chain was still there and I was relieved to hear an affirmative answer.

Chains of office go back to the 14th century. The significance of this chain is that it is placed on the shoulders of the mayor to represent the heavy burden of his/her office while acting on behalf of the citizens he/she represents. The chain is often designed to be representative of the uniquenesses of the township the mayor represents and rarely are two chains identical. The chain is to be worn by the mayor when entertaining visiting dignitaries, and at all official functions.

As we will have an acting mayor for years to come, I feel that the removal of this chain was one of poor advisement. The chain is neither obsolete nor retired and should never have been removed from council chambers. Our mayor should have access to this symbol of authority at all times.

While I give permission for my letter to be presented at the next council meeting, I'd prefer to do so in person.

I do hope you will ponder these points and give them serious consideration. I offer my services to work on this project with you as I have been a citizen of Queens for over 50 years. Surely we can have the chain returned even though it was signed over. This chain needs to be placed where it belongs-on the shoulders of our mayor serving as a symbol of leadership, history and tradition.

Sincerely,

Barbara Redmond M.Ed., M.L.I.S.

**8.2 Staff Report**

**To:** Mayor and Council  
**From:** Adam Grant, P.Eng., Director of Infrastructure  
**Date:** December 12, 2024  
**Re:** Cannons at Tupper Park

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**Background**

At the November 12, 2024, Regular Council Meeting the following motion was made:

**THAT** the Council of the Region of Queens Municipality direct staff to provide a report on the cost of moving the additional cannon to Tupper Park and create a second base;

**AND THAT** staff be directed to consult the Milton Heritage Society regarding their fundraising efforts related to this project.

**Details**

Currently, the cannon referred to is partially lodged into the ground roughly 1.2m on the corner of School and West Street in Milton, NS with the remaining 0.6m exposed above ground.

Prior to work commencing, it will be necessary to obtain safe clearances from utility groups as well as 'Work within the Right-of-Way Permit' from Nova Scotia Public Works. Then, to safely remove the item from its current location, it will be necessary to hire a traffic control contractor for approximately a 'half day' while the cannon is excavated from the location and suitable material is compacted back into the location. The cannon would then be transported to a maintenance facility where it would be lightly resurfaced and painted while a base is constructed to holster the item at its new location. The remaining item

would be the construction of a new concrete pad at Tupper Park in Milton, adjacent the existing cannon facing in a similar demonstrational direction with the refurbished unit place upon the prepared base.

Council also requested staff contact the Milton Heritage Society (MHS), where the original request started. MHS has indicated their support for the project but cannot commit fundraising for this project at this time. Their correspondence is attached for reference (Appendix A).

Staff have estimated that the cost to move the cannon, refurbish it, and install it in Tupper Park with a new base is approximately \$5,000 to \$7,000. Uncertainty around additional work related to removing the cannon from its current location, condition of the buried portion of the cannon as well as cost for traffic control service cause the variation.

### **Budget Impacts**

This is an unbudgeted expense; it is proposed to fund the replacement from the accumulated surplus.

### **Communications**

Provide a copy of this report to the Milton Heritage Society for information.

### **Recommendation**

**(1) THAT** Council of the Region of Queens Municipality receives the report titled "Cannon Relocation" for information.

## 8.2 Appendix A

**Milton Heritage Society  
Blacksmith Shop Museum  
PO Box 572, Milton, Queens County, NS B0T1P0**

**November 29, 2024**

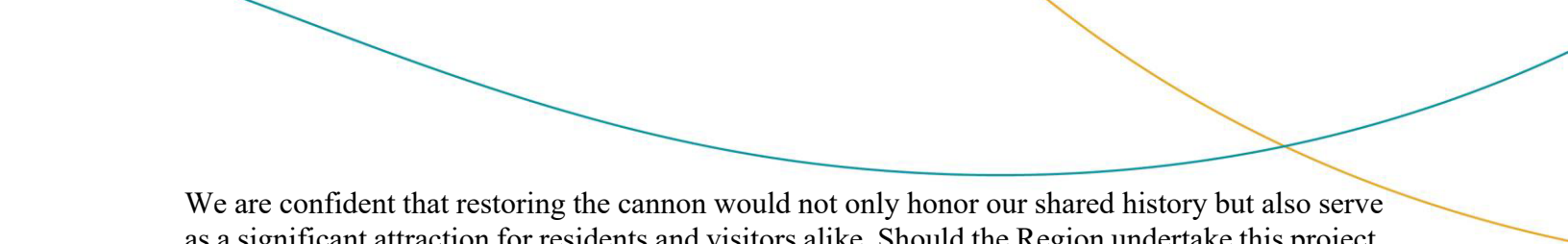
**Mr. Cody Joudry**  
Chief Administrative Officer  
Region of Queens Municipality  
249 White Point Rd, PO Box 1264  
Liverpool, NS B0T 1K0

Dear Cody,

On behalf of the Milton Heritage Society, I am writing to express our interest in supporting the restoration of the embedded cannon located on the corner of West Street and School Street, along with the building of a new cannon base. We understand and appreciate the historical significance of this artifact, particularly as it relates to Queens County's rich privateering history. The cannon, along with its companion, holds great value as a symbol of our maritime heritage, including the legacy of the American Privateer Ship *Sweat* and its ties to the Milton shipyard and the *Brisk* that was built within that little shipyard.

The Milton Heritage Society is deeply committed to preserving local history. However, as we are currently focusing on efforts to increase membership and fundraise to sustain operations at the Milton Blacksmith Shop, our financial resources are limited at this time. These efforts are crucial for ensuring we meet the requirements of the Province of Nova Scotia's CMAP program, which is vital to our ongoing work.

While we regret that we cannot contribute directly to the cannon's restoration at this moment, we hope the Region of Queens Municipality might consider taking on this project. Given the cannon's historical importance, its preservation would ensure future generations can appreciate and understand its role in our community's privateering history. Seeing both cannons preserved and prominently displayed would be a powerful reminder of the bravery and ingenuity of individuals like early Milton resident and Privateer, Captain Nathaniel Freeman, who captured the *Sweat* and the early shipbuilders of Milton.



We are confident that restoring the cannon would not only honor our shared history but also serve as a significant attraction for residents and visitors alike. Should the Region undertake this project, the Milton Heritage Society would be eager to assist with any historical research or promotional support needed and maybe one day, we could contribute to an interpretive panel for the cannons.

Thank you for considering this important matter. Please do not hesitate to reach out if you have questions or wish to discuss this further.

Yours sincerely,

Linda Rafuse  
President  
Milton Heritage Society  
Email: [rafusela@gmail.com](mailto:rafusela@gmail.com)

## **Region of Queens Municipality 8.3 Staff Report**

**8.3**

**To:** Mayor and Council

**From:** Joanne Veinotte, Director of Finance

**Date:** December 10, 2024

**Re:** Airport Financials and Agreement

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### **Background**

The following motion was approved at the November 12, 2024 Council meeting:

**THAT** the Council of the Region of Queens Municipality direct staff to provide a report regarding the expenses of the South Shore Regional Airport including information regarding the leases at the airport.

### **Details**

On April 3, 2023 the Region of Queens Municipality entered into a twenty (20) year agreement with the South Shore Flying Club to manage, maintain and operate the airport, terminal buildings and hangers. A copy of the agreement is attached. The terms of the agreement include submission of an annual operating plan for Council's review by the end of January each year.

The South Shore Flying Club receives all revenues derived from the sale of services at the airport, including any new lease or rental revenue resulting from the Clubs' efforts to market the airport.

Region of Queens Municipality is responsible for insurance for the Airport property and is named as an additional insured on the South Shore Flying Club policy. The South Shore Flying Club is also responsible for liability insurance and insurance related to the fuel tanks and distribution.

The South Shore Flying Club pays \$4,000 plus HST each year to Region of Queens for use of the Municipality's airport property.

Summary of airport related costs in the 2023-2024 budget:

<b>Expense</b>	<b>Amount</b>
Insurance	\$4,500
Building and Grounds*	\$2,500
Utilities	\$2,000
Runway Replacement Reserve	\$12,000
Jet Fuel Distribution System Reserve	\$50,000

\* Any unspent funds at year end are moved to Airport Reserve.

There is also an agreement in place with the Nova Scotia Drag Racers Association. This is a twenty (20) year agreement for use of the airport property to hold sanctioned events. The Association pays the Region of Queens \$1500 plus HST for each event and \$125 per month for small hanger rental. A copy of the agreement is attached.

## **Budget Impacts**

Any forecasted impact on budget is included in this staff report.

## **Recommendation**

- 1) **THAT** the Council of the Region of Queens Municipality receive the report titled "Airport Financials and Agreement" for information.

## **Communications**

The report will be included in the meeting minutes.

THIS AGREEMENT is made this 3<sup>rd</sup> day of April, 2023.

**BETWEEN:**                    **REGION OF QUEENS MUNICIPALITY**, (hereinafter called the  
"Municipality")

OF THE FIRST PART

- and -

**SOUTH SHORE FLYING CLUB**, (hereinafter called the "Society")

OF THE SECOND PART

**WHEREAS** the Municipality is the owner of the South Shore Regional Airport located at 80 Airport Road, Greenfield, in the County of Queens, Province of Nova Scotia also known as PID 701 10903 (the "Airport") (plan attached here to as Appendix "A");

**AND WHEREAS** the Municipality is desirous of entering into a contract for the management, maintenance and operation of the Airport, as well as leasing the Terminal Building and up to Two Hangars;

**AND WHEREAS** the Municipality and the Society have agreed to enter into this contract for the management, maintenance and operation of the Airport, Terminal Building and Hangars;

**NOW THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants hereinafter set forth, the Municipality and the Society hereby covenant and agree as follows:

**1. SERVICES**

- (a) The Municipality engages the Society to manage, maintain and operate the Airport and perform the other duties and functions contemplated herein upon the terms and conditions of this Agreement (the "Services") and the Society hereby accepts such engagement on the terms and conditions of this Agreement; and
- (b) The Society agrees to provide the Services for and on behalf of the Municipality and the Society represents and warrants to the Municipality that the Society has the required skills, abilities, qualifications, and experience to perform the Services.

**2.** The Society agrees that all costs associated with the delivery of the Services shall be the responsibility of the Society.

**3. MUNICIPALITY'S COVENANTS**

The Municipality hereby grants to the Society, during the term of the Agreement, the following:

- (a) The right, in common with others, to use the Airport facilities, including the runway, taxiway, aircraft parking apron, and automobile parking area, and the terminal building; and
- (b) The Society may receive all revenues derived from the performance of the Services, including any new lease or rental revenue accruing directly as a result of the Society's efforts to market the Airport.

#### 4. SOCIETY'S COVENANTS

The Society hereby covenants and agrees in favour of the Municipality during the term of this Agreement as follows:

- (a) The Society accepts the Airport on an 'as is where is' basis and in its current operational state which excludes any night landing lights and winter snow removal from the Airport;
- (b) To operate the airport effectively and efficiently and in accordance with the provisions of the Airport Operations Management list which is attached hereto as Appendix "B" and all applicable laws, regulations or standards of all relevant authorities having jurisdiction, including but not limited to, all Canadian Aviation Regulations and any other federal regulations dealing with the operation of an airport;
- (c) To act honestly, in good faith and in the best interests of the Municipality in the provision of the Services;
- (d) To exercise the care, diligence and skill of a reasonably prudent person and to act in accordance with sound industry standards and practices in the provision of the Services;
- (e) To submit to the Municipality annual statements of the total number of tie-downs occupied and the revenues collected by the Society on an annual basis;
- (f) To comply with the terms of the current and ongoing lease arrangements between the Municipality and the Nova Scotia Drag Racers Association (NSDRA) for use of facilities at the South Shore Regional Airport;
- (g) In conjunction with clause 4 (f) above, to permit NSDRA to access their physical infrastructure located on the airport property, as long as this does not interrupt the area required for normal airport operation. This includes, but is not limited to, the race control tower, the power building, the gate trailer, the grandstands, the guardrail, NSDRA's paved pit areas, the baby barn adjacent to the terminal building, and cables required to conduct racing activities for scheduled maintenance, repairs, delivery of supplies and/or approved projects. Access to runway, taxiway and apron for maintenance purposes will require pre-approval from the Society;
- (h) In conjunction with clause 4 (f) above, in the event that the NSDRA repairs/maintenance work requires the filing of a NOTAM outside of the conditions currently defined in the contract and the Operational Plan, that the Society agrees not to withhold approval for, and to respond in a timely manner to such requests for temporary runway closures;
- (i) No alcohol whatsoever is permitted on site, without the prior written consent of the Municipality, which may be withheld in the sole discretion of the Municipality;
- (j) The Society shall provide an annual operational plan to the Municipality at the commencement of this agreement and subsequently before the end of January each year, for review by Council (the "**Operational Plan**");
- (k) Should any physical changes be required to the site, including construction of hangars for recreational aircraft storage, signs, or other such changes as identified in the Operational Plan, those changes shall not be undertaken without the prior approval of the Municipality and consultation with NSDRA. Any such changes shall form part of the Operational Plan and shall meet all Federal, Provincial and Municipal regulations;

- (l) The Society shall provide and maintain Airport Liability Insurance as per the below schedule:

COVERAGE	LIMIT OF LIABILITY	DEDUCTIBLE
Premises Liability	\$5,000,000	\$1,000 Applicable to Property Damage, Each Occurrence
	Combined Limit, Bodily Injury and Property Damage, Each Occurrence	
Hangarkeepers Liability	\$5,000,000 Each Aircraft \$5,000,000 Each Occurrence	\$1,000 Applicable to Each Occurrence
Products Liability	\$5,000,000	None
	Combined Limit, Bodily Injury and Property Damage, Each Occurrence, and in the Aggregate each Policy Year	

**ADDITIONAL COVERAGES:**

- Personal Injury Liability Limit - \$5,000,000 each occurrence and in the aggregate
- Contingent Employers Liability Limit - \$5,000,000 each occurrence
- Tenant's Legal Liability, \$250,000 each occurrence, \$1,000 Deductible Contractual Liability
- Spillage of Fuel, Sudden and Accidental, one occurrence, \$250,000

And the Region of Queens Municipality shall be named as an ADDITIONAL INSURED.

- (m) Before the Commencement Date of this Agreement, the Society shall provide to the Municipality current certificates of insurance or, at the request of the Municipality, a certified copy of the policies, as well as renewal certificates or policies thereafter for the duration of the Agreement, evidencing the required insurance and recording that the Municipality shall receive 30 days written notice prior to cancellation, and prior to a material change of coverage detrimental to the Municipality. The Municipality reserves the right to increase the limits and coverage required in its sole discretion, based on industry standards;
- (n) The Society shall indemnify and save harmless the Municipality, its officers, agents and servants, or any of them, from any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed upon the Municipality or its property directly or indirectly resulting from the Society's performance of the Services or the use and occupation of the Airport (such indemnity shall include legal fees and other costs associated therewith);
- (o) The Society shall not cause or permit any gasoline, oil or hazardous, toxic or dangerous waste, substance or material to be placed on, under, or about the Airport, or disposed of, except in accordance with all applicable Federal, Provincial and Municipal laws, regulations or standards. This does

not prohibit individual aircraft from storing minor amounts of sealed and containerized lubricants and oils for normal operation;

- (p) The Society shall keep and maintain the Airport in good condition and order including mowing the area around the terminal building, and shall surrender the same upon the expiration or termination of this Agreement in good condition, reasonable wear and tear and damage by the elements or the Nova Scotia Drag Racers Association and not caused by the Society's negligence excepted;
- (q) To promptly forward any inquiries for industrial development or the operation of a commercial business or activity at the Airport to the Director of Economic Development;
- (r) The Municipality shall be permitted to inspect the Airport at any time to ensure ongoing compliance with this Agreement;
- (s) The President of the Society agrees to communicate with and report, on an ongoing basis, to the Director of Economic Development;
- (t) Any buildings or structures constructed on the Leased Lands during the term of this lease, are deemed to be moveable chattels and ownership of such buildings or structures shall be separate from ownership of the land; and
- (u) To pay the Municipality an annual fee of \$4,000 plus HST per year as its lease fee for the use of the Municipality's airport property, as well as use of the large hangar on the property, payable by October 31st of each year in a lump sum payment.

## 5. TERM AND TERMINATION

- (a) The term of this Agreement shall be for a period of twenty (20) years, commencing on the 1st day of April, 2023 and ending on the 28th day of February, 2043 (the "**Expiration Date**").
- (b) The Society may not assign or transfer this Agreement or any interest therein, without the prior written consent of the Municipality, which may be withheld at the sole discretion of the Municipality.
- (c) This Agreement shall be terminated prior to the Expiration Date upon the occurrence of any of the following events:
  - (i) If by mutual agreement, the parties declare this Agreement to be terminated;
  - (ii) After either party gives the other party twelve (12) months written notice of its intention to terminate this Agreement;
  - (iii) If the Society ceases to exist as a Registered Society under the Registry of Joint Stocks in the Province of Nova Scotia;
  - (iv) Upon fourteen (14) days written notice from the Municipality to the Society in the event that the Society is in breach of any of the terms of this Agreement, including failure to carry out specific management functions as outlined in Appendix "B"; and
  - (v) If the Municipality chooses to close the Airport, the Municipality may terminate this Agreement upon ninety (90) days written notice to the Society and the Society shall remove all of its goods, chattels and structures from the Airport property within the ninety (90) day period.

## 6. GENERAL

- (a) This Agreement shall enure to the benefit of and be binding upon the parties hereto, as well as their successors and permitted assigns, and that the terms "Municipality" and "Society" shall, where the context allows, include their successors and assigns as the case may be.
- (b) The parties agree that this agreement is being entered into freely and voluntarily with full knowledge of its content and legal effect.
- (c) The parties agree that each has had the opportunity to seek independent legal advice prior to the signing hereto.
- (d) Any notice required to be given hereunder may be given in the following manner:
  - (i) by personal service on the parties hereto;
  - (ii) by registered prepaid post to the following address as follows:
    - To the Municipality:** P. O. Box 1264  
Liverpool, Nova Scotia BOT 1KO  
Attention: Municipal Clerk
    - To the Society:** South Shore Flying Club  
P. O. Box 83  
Milton, Nova Scotia BOT 1PO  
Attention: President
  - (iii) Any notice shall, if delivered by courier be deemed to have been given and received on the day on which it was so delivered, and if not a business day, then on the business day next following the day of delivery, and if mailed, be deemed to have been given and received on the third (3rd) day following the day on which it was so mailed. Any party may change its address for notice in the manner set out in this section.
- (e) Severability. In the event that any provision of this Agreement is found to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, such finding will not affect any other provision of this Agreement. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable.
- (f) Counterparts and Facsimile. This Agreement may be executed in several counterparts and may be executed by facsimile, e-mail, or other means of electronic communication capable of producing a printed copy, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.
- (g) Modification. Any modification of this Agreement must be in writing and signed by the Parties or such modification shall have no effect and shall be void.
- (h) Prior Agreements. This Agreement supersedes all prior agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. This Agreement contains the final and entire understanding and agreement between the parties with respect to the subject matter of this Agreement, and they shall not be bound by any terms, conditions, statements, covenants, representations, or warranties, oral or written, not

contained in this Agreement with respect to the subject matter of this Agreement.

- (i) Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein and the Parties agree to attorn to the jurisdiction of the courts of the Province of Nova Scotia.

**IN WITNESS WHEREOF** the parties have executed this Agreement on the date and year above written.

**SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF**

Chris McNeill  
Witness

Chris McNeill  
Witness

Chris McNeill  
Witness

Chris McNeill  
Witness

**REGION OF QUEENS MUNICIPALITY**

Darlene Norman  
Mayor

Eric Levy  
Municipal Clerk

**SOUTH SHORE FLYING CLUB**

B.L.  
Vice President

David Oickle  
Secretary

**PROVINCE OF NOVA SCOTIA  
COUNTY OF QUEENS**

On this 3<sup>rd</sup> day of April March, 2023, before me, the subscriber personally came and appeared Chris McNeill, a subscribing witness to the foregoing Instrument who have been by me duly sworn, make oath and said that Darlene Norman and Eric Levy, on behalf of the Region of Queens Municipality, one of the parties thereto, signed, affixed the corporate seal and delivered the same in their presence.

Wanda Allison  
A Commissioner of the Supreme  
Court of Nova Scotia

**Wanda Allison**  
A Commissioner of the  
Supreme Court of Nova Scotia

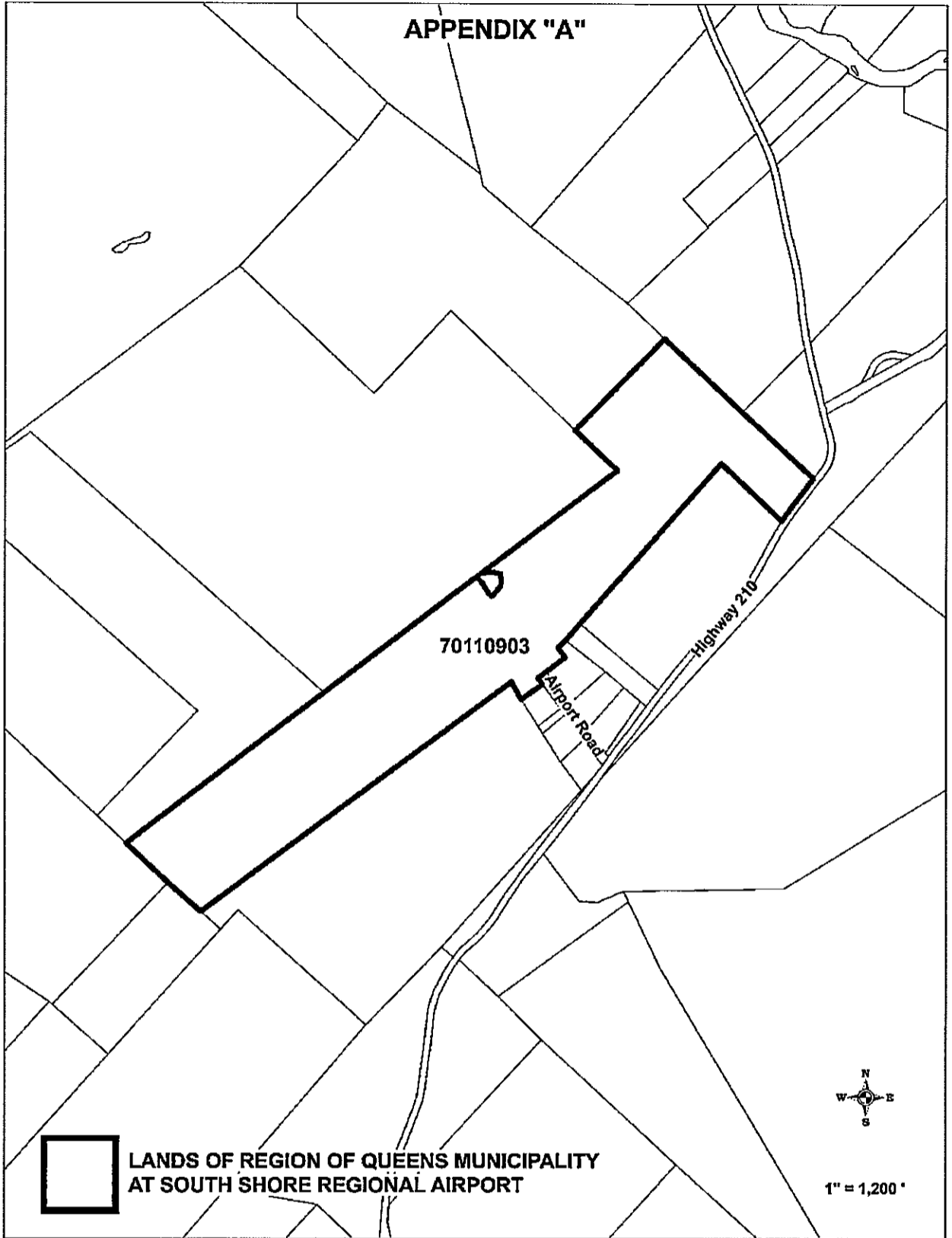
**PROVINCE OF NOVA SCOTIA  
COUNTY OF QUEENS**

On this 20 day of March, 2023, before me, the subscriber personally came and appeared Chris McNeill, a subscribing witness to the foregoing Instrument who have been by me duly sworn, make oath and said that Brooke Lawrence and David Oickle, on behalf of the South Shore Flying Club, one of the parties thereto, signed, affixed the corporate seal and delivered the same in their presence.

Wanda Allison  
A Commissioner of the Supreme  
Court of Nova Scotia

**Wanda Allison**  
A Commissioner of the  
Supreme Court of Nova Scotia

APPENDIX "A"



70110903

Airport Road

Highway 210



LANDS OF REGION OF QUEENS MUNICIPALITY  
AT SOUTH SHORE REGIONAL AIRPORT



1" = 1,200'

## **APPENDIX "B"**

### **SOUTH SHORE REGIONAL AIRPORT AIRPORT OPERATIONS MANAGEMENT - RESPONSIBILITIES**

#### **General Accountability**

1. Maintain the requirements of the relevant sections of the Canadian Aviation Regulations as required by the Minister of Transport Canada in order to remain a Registered Aerodrome.
2. Keep and maintain the Airport grounds, runway, signage, windsock, fences, facilities and equipment in reasonable condition, including brush cutting to maintain flight approach planes. The Nova Scotia Drag Racers Association will continue to mow areas required for their events and around the terminal building.
3. Report to the appropriate person, committee, or body, all emergencies, irregularities, malfunctions, problems or potential problems immediately and in accordance with standard airport operating procedures.
4. Verify that the "Canada Flight Supplement" is kept current and valid with respect to the Airport, and notify appropriate agencies of modifications at the Airport immediately.
5. Keep valid and in effect, all applicable licenses, permits and authorizations required for the Airport operations.
6. Make regular checks of the runway, security fences, parked aircraft, windsock and log checks noting condition and necessary repairs.
7. Maintain a list of Airport users (itinerant and resident) respecting charges for Airport usage.
8. Keep tarmac and runways clear of stone and other debris.
9. Ensure that runway markings are in place and maintained.
10. Assume the role of main contact for enquiries regarding the Airport from prospective visiting recreational pilots, other potential users, medical emergencies and government aviation authorities (including, but not limited to, NAV Canada, Transport Canada, and Halifax Flight Information Centre). Advise Director of Economic Development at Region of Queens Municipality of designated contact person, and an alternate contact person, with their full contact details, in order that enquiries and issues can be referred to the Flying Club.
11. Responsible for the scheduling of any NOTAM notifications, i.e., for Nova Scotia Drag Racers events, maintenance, etc.
12. Management of aircraft tie-down plan, including adequate signage, in designated areas.
13. Maintain the environment of the airport by not causing or permitting any gasoline, oil or hazardous, toxic or dangerous waste, substance or material to be placed on, under, or about the Airport, or disposed of, except in

accordance with all applicable laws, regulations or standards of all relevant authorities having jurisdiction. This includes the provision of a waste fuel disposal container.

14. Preparation of an Emergency Response Plan to be utilized in the event of an accident or incident (including environmental issues) at the Airport. This plan must be filed with the Municipality's EMO Coordinator and Director of Economic Development.
15. Perform all other duties related to Airport operations, as may be required by the Municipality or other federal and/or provincial regulations.

THIS AGREEMENT is made this 2<sup>nd</sup> day of March, 2023.

**BETWEEN:**                    **REGION OF QUEENS MUNICIPALITY**, (hereinafter called the  
"Municipality")

OF THE FIRST PART

- and -

**NOVA SCOTIA DRAG RACERS ASSOCIATION**, (hereinafter called  
the "Society")

OF THE SECOND PART

**WHEREAS** the Municipality is the owner of the South Shore Regional Airport located at 80 Airport Road, Greenfield, in the County of Queens, Province of Nova Scotia also known as PID 701 10903 (the "Airport") (plan attached here to as Appendix "A");

**AND WHEREAS** the Municipality is desirous of entering into a contract to allow for the use of a portion of the Airport for the holding of drag racing events;

**AND WHEREAS** the Municipality and the Society have agreed to enter into this contract for holding drag racing events at the Airport;

**NOW THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants hereinafter set forth, the Municipality and the Society hereby covenant and agree as follows:

**1. SERVICES**

- (a) The Municipality grants to the Society during the term of this Agreement, the right to use portions of the Airport property for the holding of drag racing events and to perform the other duties and functions contemplated herein upon the terms and conditions of this Agreement (the "Services") and the Society hereby accepts such engagement on the terms and conditions of this Agreement; and
- (b) The Society agrees to provide the Services on behalf of the Society and the Society represents and warrants to the Municipality that the Society has the required skills, abilities, qualifications, and experience to perform the Services.

**2.** The Society agrees that all costs associated with the delivery of the Services shall be the responsibility of the Society.

**3. MUNICIPALITY'S COVENANTS**

The Municipality hereby grants to the Society, during the term of the Agreement, the following:

- (a) The right, in common with others, to use the Airport facilities, including the runway, taxiway, aircraft parking apron, adjacent areas not required for airplane storage to be used as a pit area; as well as sufficient land area to support parking and spectator viewing;
- (b) The Society may receive all revenues derived from the performance of the Services, including any rental revenue accruing directly as a result of the Society's efforts to market drag racing events;
- (c) To ensure that the above noted lands are allowed to be used by the Society in the South Shore Flying Club lease on the dates specified in the

Society's Operational Plan including preparation and event dates, clean-up, pre-event preparation or post-event remediation on dates up to a maximum of one-half day before and after events, as well as a reasonable time at season beginning and ending for setup and remediation;

- (d) In addition to Section 3(c), the Society shall be permitted to access and use the facility for up to one day, 7-10 days prior to each of its events, for the purpose of cleaning the runway and carrying out other required maintenance, in addition to 3-4 other full days during the year for its required maintenance according to its submitted Operational Plan; and
- (e) To continue to provide the Society with access to and use of one small hangar and the baby barn on the property for the storage of its equipment and shall provide basic lawn mowing of the seating area.

#### **4. SOCIETY'S COVENANTS**

The Society hereby covenants and agrees in favour of the Municipality during the term of this Agreement as follows:

- (a) The Society accepts the Airport on an 'as is where is' basis and in its current operational state;
- (b) To act honestly, in good faith and in the best interests of the Municipality in the provision of the Services;
- (c) To exercise the care, diligence and skill of a reasonably prudent person and to act in accordance with sound industry standards and practices in the provision of the Services;
- (d) To be solely responsible for all costs and obtaining all required licenses, permits, and other regulatory and municipal approvals required to hold and host drag racing events;
- (e) To submit to the Municipality annual statements of the total number of events held, spectators attending, community groups and businesses supported, and an annual financial statement;
- (f) To comply with the terms of the current and ongoing lease arrangements between the Municipality and the South Shore Flying Club (SSFC) for use of facilities at the South Shore Regional Airport;
- (g) To provide an Operational Plan prior to the end of January in each year for the upcoming racing season including up to six (6) races during that year covering a maximum of three (3) days per event, along with rain dates;
- (h) Should any physical changes be contemplated by the Society on the Airport property, including construction of buildings, structures or signs, those changes shall not take place unless and until written approval is received from the Municipality after consultation with the SSFC;
- (i) The Society shall be allowed to have food and other concessions on-site during their rental period so long as each concession provider has in place current permits and licenses, including municipal vending permits at the time of their vending;
- (j) No alcohol whatsoever is permitted on site, without the prior written consent of the Municipality, which may be withheld in the sole discretion of the Municipality;

- (k) To permit SSFC and their aviation guests access to their physical infrastructure located on the airport property, as long as this does not interrupt the area required for normal drag racing events;
- (l) To endeavour to notify SSFC of any required NOTAM changes at least 14 days in advance, that are different from the Society's annual submitted plan at the end of January of each year;
- (m) The Society shall provide an annual operational plan to the Municipality at the commencement of this agreement and subsequently before the end of January each year, for review by Council (the "**Operational Plan**");
- (n) The Society shall be solely responsible for providing its own security, parking and crowd control, washroom facilities, safety barriers, containers for used oil, materials to clean up any oil and other hazardous materials meeting provincial environmental regulations, adequate fire and other emergency services, solid waste receptacles, and ensuring all drag racing participants and team members sign a waiver approved by the Society's insurance company, with the Municipality named as a released party;
- (o) The Society shall provide and maintain Commercial General Liability Insurance at its own cost with a minimum limit of \$5,000,000 for bodily injury including death, personal injury and property damage including loss of use, including but not limited to blanket contractual liability, owner's and contractors' protective liability, broad form property damage, tenant's legal liability, non-owned automobile liability, contingent employer's liability, forest fire fighting expense, and injury to participants;
- The insurance shall include the Municipality as an additional insured and contain both cross-liability and severability of interest clauses. The Society's General Liability Policy must not contain an absolute pollution exclusion. This policy must provide coverage for bodily injury or property damage arising from the escape of fuels, lubricants or other operating fluids needed for the operation of competition and / or official vehicles;
- (p) Before the Commencement Date of this Agreement, the Society shall provide to the Municipality current certificates of insurance or, at the request of the Municipality, a certified copy of the policies, as well as renewal certificates or policies thereafter for the duration of the Agreement, evidencing the required insurance and recording that the Municipality shall receive 30 days written notice prior to cancellation, and prior to a material change of coverage detrimental to the Municipality. The Municipality reserves the right to increase the limits and coverage required in its sole discretion, based on industry standards;
- (q) The Society shall indemnify and save harmless the Municipality, its officers, agents and servants, or any of them, from any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed upon the Municipality or its property directly or indirectly resulting from the Society's performance of the Services or the use and occupation of the Airport (such indemnity shall include legal fees and other costs associated therewith);
- (r) To be solely responsible for any damage done to any facilities at the site whether caused by the Society, its agents, participants, spectators, volunteers, or other persons working or attending Society events, with any such damage to be repaired by the society within 14 days of notification of such;

- (s) The Municipality shall be permitted to inspect the Airport at any time to ensure ongoing compliance with this Agreement;
- (t) The President, or authorized agent of the Society, agrees to communicate with and report, on an ongoing basis, to the Director of Economic Development;
- (u) Any buildings or structures constructed on the Leased Lands during the term of this lease, are deemed to be moveable chattels and ownership of such buildings or structures shall be separate from ownership of the land; and
- (v) To pay the Municipality a per race fee of \$1,500 plus HST each year as its user fee for the use of the Municipality's airport property, as well as \$125 plus HST per month for the use of the small hangar building, payable by October 31st of each year in a lump sum payment.

## 5. TERM AND TERMINATION

- (a) The term of this Agreement shall be for a period of twenty (20) years, commencing on the 1st day of March, 2023 and ending on the 28th day of February, 2043 (the "**Expiration Date**").
- (b) The Society may not assign or transfer this Agreement or any interest therein, without the prior written consent of the Municipality, which may be withheld at the sole discretion of the Municipality.
- (c) This Agreement shall be terminated prior to the Expiration Date upon the occurrence of any of the following events:
  - (i) If by mutual agreement, the parties declare this Agreement to be terminated;
  - (ii) After either party gives the other party twelve (12) months written notice of its intentions to terminate this Agreement;
  - (iii) If the Society ceases to exist as a Registered Society under the Registry of Joint Stocks in the Province of Nova Scotia;
  - (iv) Upon fourteen (14) days written notice from the Municipality to the Society in the event that the Society is in breach of any of the terms of this Agreement, including failure to carry out specific management functions; and
  - (v) If the Municipality chooses to close the Airport, the Municipality may terminate this Agreement upon ninety (90) days written notice to the Society and the Society shall remove all of its goods, chattels and structures from the Airport property within the ninety (90) day period.

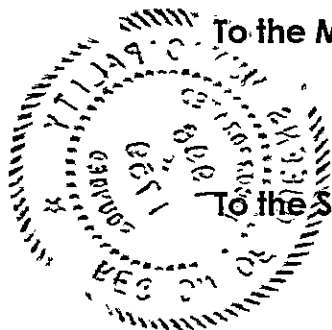
## 6. GENERAL

- (a) This Agreement shall enure to the benefit of and be binding upon the parties hereto, as well as their successors and permitted assigns, and that the terms "Municipality" and "Society" shall, where the context allows, include their successors and assigns as the case may be.
- (b) The parties agree that this agreement is being entered into freely and voluntarily with full knowledge of its content and legal effect.
- (c) The parties agree that each has had the opportunity to seek independent legal advice prior to the signing hereto.

(d) Any notice required to be given hereunder may be given in the following manner:

(i) by personal service on the parties hereto

(ii) by registered prepaid post to the following address as follows:



**To the Municipality:**

P. O. Box 1264  
Liverpool, Nova Scotia B0T 1K0  
Attention: Municipal Clerk

**To the Society:**

Nova Scotia Drag Racers Association  
P. O. Box 738  
Liverpool, Nova Scotia B0T 1K0

- (iii) Any notice shall, if delivered by courier be deemed to have been given and received on the day on which it was so delivered, and if not a business day, then on the business day next following the day of delivery, and if mailed, be deemed to have been given and received on the third (3rd) day following the day on which it was so mailed. Any party may change its address for notice in the manner set out in this section.
- (e) Severability. In the event that any provision of this Agreement is found to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, such finding will not affect any other provision of this Agreement. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable.
- (f) Counterparts and Facsimile. This Agreement may be executed in several counterparts and may be executed by facsimile, e-mail, or other means of electronic communication capable of producing a printed copy, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.
- (g) Modification. Any modification of this Agreement must be in writing and signed by the Parties or such modification shall have no effect and shall be void.
- (h) Prior Agreements. This Agreement supersedes all prior agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. This Agreement contains the final and entire understanding and agreement between the parties with respect to the subject matter of this Agreement, and they shall not be bound by any terms, conditions, statements, covenants, representations, or warranties, oral or written, not contained in this Agreement with respect to the subject matter of this Agreement.
- (i) Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein and the Parties agree to attorn to the jurisdiction of the courts of the Province of Nova Scotia.

IN WITNESS WHEREOF the parties have executed this Agreement on the date and year above written.

SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF

[Signature]  
Witness  
[Signature]  
Witness

Chris McNeill  
Witness  
Chris McNeill  
Witness

REGION OF QUEENS MUNICIPALITY

Darlene Norman  
Mayor  
[Signature]  
Municipal Clerk

NOVA SCOTIA DRAG RACERS ASSOC.

[Signature]  
President  
[Signature]  
Vice President

PROVINCE OF NOVA SCOTIA  
COUNTY OF QUEENS

On this 2 day of March, 2023, before me, the subscriber personally came and appeared Angela Green, a subscribing witness to the foregoing Instrument who have been by me duly sworn, make oath and said that Darlene Norman and Eric Levy, on behalf of the Region of Queens Municipality, one of the parties thereto, signed, affixed the corporate seal and delivered the same in their presence.

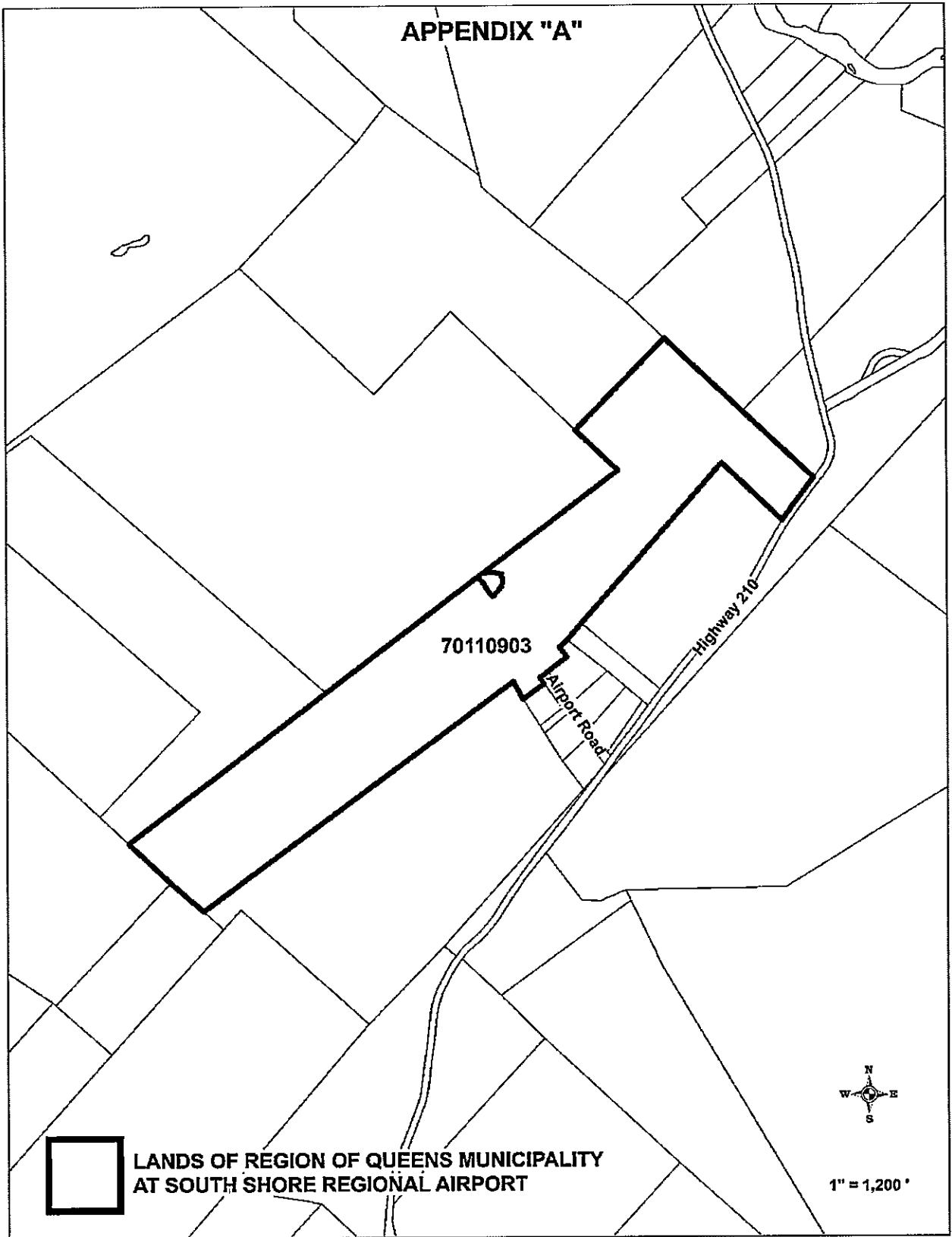
Wanda Allison  
A Commissioner of the Supreme  
Court of Nova Scotia  
Wanda Allison  
A Commissioner of the  
Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF QUEENS

On this 3 day of March, 2023, before me, the subscriber personally came and appeared Chris McNeill, a subscribing witness to the foregoing Instrument who have been by me duly sworn, make oath and said that David Joudrey and Jack Johnson, on behalf of the Nova Scotia Drag Racers Association one of the parties thereto, signed, affixed the corporate seal and delivered the same in their presence.

Wanda Allison  
A Commissioner of the Supreme  
Court of Nova Scotia  
Wanda Allison  
A Commissioner of the  
Supreme Court of Nova Scotia

APPENDIX "A"



70110903

Airport Road

Highway 210



LANDS OF REGION OF QUEENS MUNICIPALITY  
AT SOUTH SHORE REGIONAL AIRPORT



1" = 1,200'

## Region of Queens Municipality Staff Report

8.4

**To:** Mayor and Council  
**From:** Cody Joudry, CAO  
**Date:** December 10, 2024  
**Re:** Joint Letter to NS Dept. Senior and Long-term Care

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### Background

At the October 8, 2024 meeting RQM Council approved the following motion:

**THAT** the Council of the Region of Queens Municipality direct staff to enter into discussions with the Queens Home for Special Care Society and conduct further consultations with stakeholders to develop a transition plan for Hillview Acres and possible change in governance and operational oversight; **AND THAT** staff be directed to present a draft plan to Council at the earliest opportunity.

### Details

Staff from the Region of Queens Municipality and Queens Home for Special Care Society met to discuss next steps. The Department of Seniors and Long-Term Care (DSLTC) is the licensor of long-term care facilities in Nova Scotia. Therefore, issuing official notice that both organizations agree to explore a transition plan is an important step to fulfill Council's direction.

Senior staff met with Hillview Acres staff in December to explain Council's request and answer questions from staff.

With Council's authorization, the attached letter would be signed and sent immediately to the DSLTC to open discussions. With feedback from the DSLTC, municipal staff will begin developing a plan to change governance or plan for transition and report back to Council.



## **Budget Impacts**

There are no budget impacts at this time.

## **Communications**

Municipal staff met with Hillsvew Acres staff and Queens Home for Special Care Society to discuss Council's request. Further communication will occur following response from DSLIC and development of a plan.

## **Recommendation**

- (1) THAT** the Council of the Region of Queens Municipality receive the report titled "Joint Letter to NS Dept. Senior and Long-term Care" for information.
- (2) THAT** the Council of the Region of Queens Municipality authorizes the Mayor and staff to execute the letter as presented.

November 20, 2024

Tracey Barbrick  
Deputy Minister, Department of Seniors and Long Term Care  
1741 Brunswick St. 2nd Floor  
Halifax, NS B3J 3X8

**RE: Transfer of Operations/Governance of Hillsview Acres**

Dear Tracey,

As you know, construction is underway on the new 112-bed long term care facility in the Region of Queens. This facility will replace the combined 90 beds that exist between Queens Manor (61) and Hillsview Acres (29) and is scheduled to begin operations in the Summer of 2026. Queens Manor is governed by a non-profit society, The Queens Home For Special Care Society (QHSCS), while Hillsview Acres is governed by the Region of Queens Municipality (RQM).

Early in the FDAP process, November 2021, RQM and QHSCS signed a memorandum of understanding which indicated that the new 112-bed facility would fall under the governance of QHSC.

This letter is being written to you jointly by both QHSC and RQM to inform you of the intention of both parties to begin discussions regarding the potential transition of governance and operation of Hillsview Acres to QHSCS ahead of the completion of the new facility. These discussions were approved by both governing bodies (QHSCS on September 23, 2024 and RQM Municipal Council on XXXXXXXX).

Both parties feel that this is the right time to begin these discussions, as our move into the new facility is scheduled to occur in less than two years. Having the transition of governance and operations of Hillsview Acres completed well in advance of the operational complexity of the physical move to our new home, we feel may be prudent.



**Region of Queens Municipality**

249 White Point Road,  
P.O. Box 1264, Liverpool, NS,  
B0T 1K0  
[regionofqueens.com](http://regionofqueens.com)

P: 902-354-3453  
F: 902-354-7473  
E: [cjoudry@regionofqueens.com](mailto:cjoudry@regionofqueens.com)  
Toll Free: 1-800-655-5741

We look forward to discussing this potential transition with representatives of DSLTC. Both parties are committed to transparency, cooperation, efficiency and continued care excellence to the residents in both of our long-term care facilities. During these discussions we hope to gain an understanding of DSLTC's position on this matter, as well as any guidance or feedback you may have.

Sincerely,

Scott Christan  
Mayor, Region of Queens Municipality

Christopher Clarke  
Chair, Queens Home for Special Care Society

Audrey Wamboldt  
Hillsview Administrator, Region of Queens Municipality

Andrew MacVicar  
Executive Director, Queens Manor

Cody Joudry  
CAO, Region of Queens Municipality



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Toll Free: 1-800-655-5741

## Region of Queens Municipality 8.5 Staff Report

8.5

**To:** Mayor and Council

**From:** Pam Lovelace, Municipal Clerk

**Date:** December 10, 2024

**Re:** Proposed 2025 Council Meeting Schedule

---

### **Background:**

Administrative Policy 23 – Respecting Regular Meetings of Council establishes regular meetings of council every second and fourth Tuesday of the month. This consistent schedule allows Council, staff and members of the public to plan appropriately to attend the meetings.

### **Details:**

Administrative Policy 23 – Respecting Regular Meetings of Council does not account for future holidays; therefore, staff have proposed a 2025 meeting schedule to account for Remembrance Day being on Tuesday, November 11. Appendix A lists the proposed 2025 Council meeting schedule.

### **Recommendation**

- (1) THAT** the Council of the Region of Queens Municipality receive the report titled "Proposed 2025 Council Meeting Schedule" for information.
  
- (2) THAT** the Council of the Region of Queens Municipality approve the Proposed 2025 Council Meeting Schedule.

## 8.5 Proposed 2025 Council Meeting Schedule

**Dates and Times:** 2nd Tuesday at 9am; 4th Tuesday at 6pm

**Location:** Council Chambers, 249 White Point Road, Liverpool

January 14

January 28

February 11

February 25

March 11

March 25

April 8

April 22

May 13

May 27

June 10

June 24

July 8

August 12

September 9

September 23

October 14

October 28

**Wednesday**, November 12 \*

November 25

December 9

Holiday Dates:

January 1 – New Years Day

February 17 – Heritage Day

April 18 – Good Friday

April 21 – Easter Monday

May 19 – Victoria Day

July 1 – Canada Day

September 1 – Labour Day

September 30 – Truth & Reconciliation Day

October 13 – Thanksgiving

November 11 – Remembrance Day

December 25 – Christmas Day

December 26 – Boxing Day

\* Council moved to Wednesday for Remembrance Day observance.

## Region of Queens Municipality Staff Report

9.1

**To:** Mayor and Council  
**From:** Cody Joudry, CAO  
**Date:** December 10, 2024  
**Re:** 2024 Capital Projects - Update

---

### Background

Council approved a \$21.0 Million budget for the 2024-2025 Capital Plan. This report provides an overview of the status of those projects.

### Details

The attached chart includes a list of all 2024-2025 Council-approved projects. For reference:

PROJECT STATUS / COLOUR	INTERPRETATION
Complete / Green	Project is fully complete
In Progress / Light Green	Completion expected this fiscal year
In Progress / Orange	Completion expected in next fiscal year
Delayed / Red	Temporarily on hold for a reason

### Budget Impacts

No budget impact at this time.

### Communications

Provide updated information on the Municipal website.



## Recommendation

---

**(1) THAT** Council of the Region of Queens Municipality receive the report titled “2024 Capital Projects – Update” for information.

Project	Cost	Status	Comments
Road Paving	\$ 275,000	Complete	Completed Fall 2024.
Weir Lane Infrastructure Rehabilitation	\$ 228,000	Complete	Completed November 2024.
Ice Resurfacer	\$ 205,000	Complete	Completed October 2024.
Excavator 5 ton mini	\$ 135,572	Complete	Completed, equipment being utilized.
Broadband Investments	\$ 11,800	Complete	Payment made.
LBDC HVAC Replacement	\$ 1,856,291	In Progress	In progress, expected to be completed by end of fiscal.
Waterloo Street Water/Sewer East Phase IIIA	\$ 1,186,000	In Progress	Expected to be completed in 2024.
LBDC Library Renovations	\$ 1,050,000	In Progress	Soft opening mid-late January 2025.
Replacement/Consolidation #400 & #401 Waste Handler	\$ 551,673	In Progress	Expected in late January 2025.
Mount Pleasant Services Extension Design	\$ 286,787	In Progress	In progress, external contractor completing design work.
Replacement #202 Truck	\$ 271,144	In Progress	Ordered, delivery expected March 2025.
Public Works Building Generator	\$ 177,286	In Progress	Generator expected February 2025, installation to follow.
Queens Place Vyper	\$ 158,000	In Progress	Expected to be completed in 2024.
Replacement Public Works Truck	\$ 125,143	In Progress	Received vehicle, waiting for remainder of parts to be delivered.
Replacement Public Works Truck	\$ 93,857	In Progress	Imminent delivery.
South Queens Outdoor Pool	\$ 7,200,000	In Progress	In progress, estimated completion early Fall 2025.
MPSE - Wastewater Lift Station upgrading	\$ 2,101,204	In Progress	Design work completed this year. Upgrade construction next year.
Sewer Treatment Plant UV Upgrades	\$ 458,858	In Progress	Equipment en route, developing installation plan but may not be complete this fiscal.
Queens Place Drive services extension	\$ 430,000	In Progress	Materials purchased, breaking ground January 2025, completion in Fall 2025.
Infrastructure - Beach Meadows Beach	\$ 390,000	In Progress	Paving completed, picnic shelters being built/installed over winter, boardwalk delayed to next year.
Gorham Planter Rehabilitation	\$ 66,000	In Progress	Materials purchased and design completed. In progress.
MPSE - Extension to Dauphine Farms	\$ 2,678,005	Delayed	Tendering in spring 2025, construction to follow.
MPSE - Water Transmission Extension	\$ 535,000	Delayed	On hold, need to resubmit application and information to UARB.
Accessible Washrooms - Splash Pad	\$ 400,000	Delayed	Delayed. Site is challenging to provide service. Original intent was for pool contractor to complete, but unable due to complex site issues.
Street Sweeper	\$ 388,000	Delayed	Delayed. Equipment vendor went out of business.
Liverpool Bridge Sidewalk Redesign	\$ 182,500	Delayed	Delayed to next year.
Old Burial Ground Wall Rehabilitation	\$ 88,000	Delayed	On hold due to staff shortages.

Region of Queens Municipality

5 YEAR CAPITAL INVESTMENT PLAN - 2024-2028

HST INC

Fiscal Year	Project	Municipal Tax Rate	Municipal Reserves	Municipal Surplus	Provincial Funding	Federal Funding	Private Funding	Long Term Borrowing	TOTAL
2024-2025	Broadband Investments					\$ 11,800			\$ 11,800
	Excavator 5 ton mini		\$ 135,572						\$ 135,572
	Gorham Planter Rehabilitation	\$ 66,000							\$ 66,000
	Ice Resurfacer				\$ 205,000				\$ 205,000
	Infrastructure - Beach Meadows Beach			\$ 295,000		\$ 95,000			\$ 390,000
	LBDC HVAC Replacement		\$ 81,000	\$ 784,574				\$ 990,717	\$ 1,856,291
	LBDC Library Renovations					\$ 1,050,000			\$ 1,050,000
	Liverpool Bridge Sidewalk Redesign			\$ 182,500					\$ 182,500
	Mount Pleasant Services Extension Design				\$ 286,787				\$ 286,787
	MPSE - Water Transmission Extension		\$ 535,000						\$ 535,000
	MPSE - Wastewater Lift Station upgradeing				\$ 2,101,204				\$ 2,101,204
	MPSE - Extension to Dauphine Farms				\$ 2,678,005				\$ 2,678,005
	Queens Place Drive services extension			\$ 430,000					\$ 430,000
	Old Burial Ground Wall Rehabilitation	\$ 88,000							\$ 88,000
	Public Works Building Generator	\$ 177,286							\$ 177,286
	Replacement #202 Truck							\$ 271,144	\$ 271,144
	Replacement Public Works Truck		\$ 125,143						\$ 125,143
	Replacement Public Works Truck		\$ 93,857						\$ 93,857
	Replacement/Consolidation #400 & #401 Waste Handler		\$ 551,673						\$ 551,673
	Accessible Washrooms - Splash Pad					\$ 400,000			\$ 400,000
	Road Paving	\$ 275,000							\$ 275,000
	Sewer Treatment Plant UV Upgrades					\$ 458,858			\$ 458,858
	South Queens Outdoor Pool				\$ 2,200,000		\$ 3,000,000	\$ 2,000,000	\$ 7,200,000
	Street Sweeper							\$ 388,000	\$ 388,000
	Queens Place Vyper	\$ 158,000							\$ 158,000
	Waterloo Street Water/Sewer East Phase IIIA	\$ -	\$ 316,306		\$ 395,294	\$ 474,400			\$ 1,186,000
	Weir Lane Infrastructure Rehabilitation							\$ 228,000	\$ 228,000
<b>TOTAL</b>		<b>\$ 764,286</b>	<b>\$ 1,838,552</b>	<b>\$ 1,692,073</b>	<b>\$ 7,866,290</b>	<b>\$ 2,490,058</b>	<b>\$ 3,000,000</b>	<b>\$ 3,877,861</b>	<b>\$ 21,529,120</b>

Fiscal Year	Project	Municipal Tax Rate	Municipal Reserves	Municipal Surplus	Provincial Funding	Federal Funding	Private Funding	Long Term Borrowing	TOTAL
<b>2025-2026</b>	MPSE - Water Transmission Redundancy Phase III RT to Mersey				\$ 460,000				\$ 460,000
	MPSE - Extension to Birch & Curve				\$ 2,317,505				\$ 2,317,505
	Cell Phone Tower - Greenfield		\$ 150,000		\$ 350,000	\$ 200,000	\$ 500,000		\$ 1,200,000
	Infrastructure - Pine Grove					\$ 250,000			\$ 250,000
	Liverpool Bridge Sidewalk			\$ 224,000					\$ 224,000
	Road Paving	\$ 275,000							\$ 275,000
	Solid Waste Facility Skidsteer		\$ 104,286						\$ 104,286
	Truck replacement		\$ 120,000						\$ 120,000
	Truck replacement		\$ 90,000						\$ 90,000
	Vehicle replacement		\$ 40,000						\$ 40,000
	Waterloo Street Water and Sewer Phase III	\$ -			\$ 170,554	\$ 204,665		\$ 888,781	\$ 1,264,000
	<b>TOTAL</b>	<b>\$ 275,000</b>	<b>\$ 504,286</b>	<b>\$ 224,000</b>	<b>\$ 3,298,059</b>	<b>\$ 654,665</b>	<b>\$ 500,000</b>	<b>\$ 888,781</b>	<b>\$ 6,344,791</b>
<b>2026-2027</b>	Road Paving	\$ 300,000							\$ 300,000
	MPSE - Mersey Court to Wolfe				\$ 1,277,202				\$ 1,277,202
	MPSE - Main Street - Union St to Brunswick				\$ 1,637,703				\$ 1,637,703
	Keddy Lane - Infrastructure Upgrading	\$ 200,000	\$ 405,000						\$ 605,000
	Replacement #210 Truck		\$ 122,640						\$ 122,640
	Replacement #509 Loader - PW							\$ 271,144	\$ 271,144
	Mill Brook Flume Assessment	\$ 75,000							\$ 75,000
	Replacement #303 Waste handler		\$ 425,000						\$ 425,000
	Replacement #103 Truck		\$ 90,000						\$ 90,000
	<b>TOTAL</b>	<b>\$ 575,000</b>	<b>\$ 1,042,640</b>	<b>\$ -</b>	<b>\$ 2,914,906</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 271,144</b>	<b>\$ 4,803,690</b>
<b>2027-2028</b>	Road Paving	\$ 310,000							\$ 310,000
	MPSE - Wolfe to King				\$ 638,601			\$ 1,565,603	\$ 2,204,204
	Parker Street - Infrastructure Upgrading							\$ 550,000	\$ 550,000
	Replacement #104 Truck		\$ 93,857						\$ 93,857
	Replacement Tanker and Tractor - Landfill		\$ 359,787						\$ 359,787
	Carton Street - Infrastructure Upgrading							\$ 330,000	\$ 330,000
	Replacement #701 Compaction Roller - PW							\$ 208,572	\$ 208,572
	Replacement #206 Van		\$ 67,786						\$ 67,786
	<b>TOTAL</b>	<b>\$ 310,000</b>	<b>\$ 521,430</b>	<b>\$ -</b>	<b>\$ 638,601</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,654,175</b>	<b>\$ 4,124,206</b>

Fiscal Year	Project	Municipal Tax Rate	Municipal Reserves	Municipal Surplus	Provincial Funding	Federal Funding	Private Funding	Long Term Borrowing	TOTAL
2028-2029	Road Paving	\$ 320,000							\$ 320,000
	MPSE - Amherst to King							\$ 2,080,604	\$ 2,080,604
	MPSE - Old Bridge to College to Barss							\$ 2,945,806	\$ 2,945,806
	MPSE - Waterloo to Town Limit							\$ 2,008,504	\$ 2,008,504
	MPSE - Shore Road to C147							\$ 1,648,003	\$ 1,648,003
	Zwicker Avenue - Infrastructure Upgrading							\$ 1,050,000	\$ 1,050,000
	Property Mitigations - HVA		\$ 300,000						\$ 300,000
	Henry Hensey to Union St PS - Infrastructure Upgrading							\$ 840,000	\$ 840,000
	Replacement #301 Excavator							\$ 427,573	\$ 427,573
	Replacement #505 Loader		\$ 411,930						\$ 411,930
	Replacement #105 Truck		\$ 93,857						\$ 93,857
	<b>TOTAL</b>	<b>\$ 320,000</b>	<b>\$ 805,787</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,000,489</b>	<b>\$ 12,126,277</b>
<b>5-YEAR TOTAL</b>		<b>\$ 2,244,286</b>	<b>\$ 4,712,695</b>	<b>\$ 1,916,073</b>	<b>\$ 14,717,855</b>	<b>\$ 3,144,723</b>	<b>\$ 3,500,000</b>	<b>\$ 18,692,450</b>	<b>\$ 48,928,083</b>

## Region of Queens Municipality

### 9.2 Staff Report

9.2

**To:** Mayor and Council

**From:** Mike MacLeod, Director of Land Use

**Date:** December 10, 2024

**Re:** Building Official Appointment

---

#### **Background:**

The Nova Scotia Building Code Act sets out that building officials shall be appointed by each Council to administer and enforce the Act in the Municipality.

#### **Details:**

Over the past two years, Myles Harlow has been taking courses and apprenticing under the Region's senior Building Official towards qualification as a municipal building official. Myles has completed his Level 1 Building Official qualification from the Nova Scotia Building Code Training and Certification Board and is able to administer and enforce specific provisions of the Nova Scotia Building Code Act and Regulations. Myles is now working on completing his Level 2 qualification.

As such, Staff are requesting formal appointment of Myles Harlow as Building Official for the Region of Queens Municipality.

#### **Recommendation**

- (1) THAT** the Council of the Region of Queens Municipality receive the report titled "Building Official Appointment" for information.
- (2) THAT** the Council of the Region of Queens Municipality appoint Myles Harlow to the position of Building Official for the Region of Queens Municipality to administer and enforce provisions of the Nova Scotia Building Code Act.

## Region of Queens Municipality

9.3

### 9.3 Staff Report

**To:** Mayor and Council

**From:** Steve Burns, Community Economic Development Officer

**Date:** December 10, 2024

**Re:** Queens County Track Society CIF Extension

---

#### Background


On November 22, 2022, the Council of the Region of Queens Municipality approved a Community Investment Fund (CIF) new capital project application from the Queens County Track Society (QCTS) to provide a new full-size artificial turf soccer field and eight (8) lane gravel track at the site of Liverpool Regional High School. Council has committed \$250,000 to this project.

#### Details

QCTS has changed and reimagined aspects of the project since the original approval date. The original CIF approval by Council required the project be completed by March 31, 2024. On March 26, 2024, the Council approved a request by QCTS to extend the deadline to March 31, 2025.

As of November 14, 2024, QCTS is reporting the project's completion is not expected until after March 31, 2025 and is therefore asking for an additional extension. QCTS is requesting the extension be granted until June 30, 2025 to allow time for the project to be completed and reports sent to various funders (Appendix A).

The 2024-2025 municipal budget included \$175,000 for CIF projects. Any unspent funds at the fiscal year end are added to a reserve which currently holds \$443,981, including the \$250,000 earmarked for this project.



As of December 3, 2024 the field was being prepped for the artificial turf installation, a pea stone polyurethane mix was process of being applied to the track base and the 4 light standards in place. Weather has an impact on the completion of this project.

The overall cost of the project is estimated to be upwards \$3,250,000 (no change from approval in 2024) with the Government of Canada contributing \$1,800,000, Province of Nova Scotia contributing \$700,000, Region of Queens Municipality contributing \$250,000, and remainder is expected to be fundraised.

### **Budget Impacts**

There is no impact to the budget is Council approves the extension.

### **Communications**

Staff to communicate to the representative of the organization via email.

### **Recommendation**

- (1) THAT** the Council of the Region of Queens Municipality receive the report titled 'Queens County Track Society CIF Extension' for information.
  
- (2) THAT** the Council of Region of Queens Municipality approve the Queens County Track Society's field and running track project CIF funding extension to June 30, 2025, subject to required CIF reporting.

## 9.3 Appendix A

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**From:** Kristopher Snarby [REDACTED]  
**Sent:** Thursday, November 14, 2024 12:51 PM  
**To:** Cody Joudry <[cjoudry@regionofqueens.com](mailto:cjoudry@regionofqueens.com)>  
**Cc:** Steve Burns <[sburns@regionofqueens.com](mailto:sburns@regionofqueens.com)>  
**Subject:** Queens County Track & Field Project

Hi Cody,

I was speaking with Steve today about the project and he asked me to send you an update on the progress of the project.

I'm happy to report that things are certainly coming along. At this point, the field has been prepped for turf, and the peastone polyurethane mix is beginning to be put down for the track base. The 4 lights are now in place and things are certainly moving forward.

I have been told that the turf will likely all be completed within the next two weeks. After that, we are at the mercy of the weather.

If temperatures cooperate in December, the track may (?) be completed; however, if cooler temperatures prevail in December/Jan/February, then the track component of the project will likely not be completed before the March 31st year end. If this is the case, and the project is not completed by the end of December or January, then I suspect we would be looking at a completion date of late April or early May.

We will certainly be able to get the project wrapped up by then, and a final report to you by June 30th. I am still, however, hoping that we can get the work completed prior to the fiscal year end, but as I said earlier, it all depends on weather and temperatures.

If you have any questions or need any clarification, please ask and I'd be happy to provide this to you.

Thanks,

Kristopher Snarby,

Chair of the Queens County Track Society

PS - Some photos attached... (In one photo you can see the white cylinders on the left and that is where the turf is... I have been told that they'll begin rolling out the turf tomorrow or early next week!



## Region of Queens Municipality

### 9.4 Staff Report

**To:** Mayor and Council

**From:** Steve Burns, Community Economic Development Officer

**Date:** December 10, 2024

**Re:** Westfield Community Centre Society CIF Extension

---

#### Background

On May 14, 2024, the Council of the Region of Queens Municipality approved a Community Investment Fund (CIF) capital upgrade project application from the Westfield Community Centre Society (WCCS) to contribute toward necessary hall improvements.

The amount approved was \$22,197.50 (80%) of which was dispersed upon Council approval with the remaining \$4,439.50 (20%), plus an additional amount of up to \$1,000 for qualifying in-kind contribution to be dispersed upon the project completion and final reporting by January 15, 2025.

Staff were recently contacted by a representative of the WCCS (Appendix A). It was reported that due to the lateness of the approval of a critical funding stream necessary to complete the project, the WCCS is requesting an extension be granted as much of the project is outdoor work.

#### Details

WCCS is requesting that an extension from January 15, 2024 to September 30, 2025 be granted.

The hall needed many repairs and upgrades. The project had experienced a delay in startup due to a delay in additional funding from another source. The full scope of work includes features to assist mobility and accessibility such as a



Phonak sound system, a new accessible ramp and steps complete with railings, and an automatic door opener/aid.

### **Budget Impacts**

An approval in the extension has no impact on the budget.

### **Communications**

Staff to communicate with the representative of the organization via email.

### **Recommendation**

**(1) THAT** the Council of the Region of Queens Municipality receive the report titled 'Westfield Community Hall Society CIF Extension' for information.

**(2) THAT** the Council of the Region of Queens Municipality agrees an extension of the CIF grant to Westfield Community Hall Society from January 15, 2025 to September 30, 2025, subject to CIF reporting requirements.

## 9.4 Appendix A

**From:** Judy Frail <[REDACTED]>  
**Sent:** Monday, November 18, 2024 9:13 AM  
**To:** Cody Joudry <[cjoudry@regionofqueens.com](mailto:cjoudry@regionofqueens.com)>  
**Subject:** Email from RQM website

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

November 18, 2024

Cody Joudry  
Chief Administrative Officer  
Region of Queens Municipality

Dear Mr. Joudry,

I am writing to request an extension to the Community Investment Fund: Capital Investment grant that was awarded to the Westfield Community Center Society on May 28th, 2024 with a final submission date of January 15th, 2025.

In the fall of 2023, our hall president and myself met numerous times with Stephanie Sereda, Elise Johnston and representatives from AccessAbility, Nova Scotia in an attempt to secure funding to replace our steps and wheelchair ramp which are in desperate need of repair and to install an automatic door system as well as a Phonak sound system.

Immediately after devising a plan for what we would need. I began the paperwork for the applications to hopefully access the funding that we needed to complete the project. At that time, we left the meeting with a strong sense that we would likely receive funding and had set for the project to be completed during the summer of 2024.

We were very excited when we received an email from the municipality that we were approved for the grant. We were just waiting to hear back from the province and had everything in place to start the work. Unfortunately, on July 3rd, we received notification that we would not be given the AccessAbility Grant. We were quite devastated, especially because we have been working non-stop to try and raise funds to offset the cost. Since October of 2023, we have done catering, hosted numerous music shows, had community meals and numerous other events to raise money. To date, we have raised

\$8,346.03 towards the project. This is in addition to the money raised to offset our regular operating costs.

We had to pivot and try to come up with another idea. I contacted Stephanie and told her what had happened and told her that we may possibly be able to only replace the railings on the ramp and shore up what was already there until we could come up with more funding to complete the entire project. I had asked her about the possibility of an extension and how I would go about getting one. She did tell me that I would have to make a proposal and come up with some new quotes that she would then take that to council to see if they would permit it.

As a group we discussed all of our possibilities and had made the decision that we would rather try and do a few minor repairs to get ourselves through to next year at which time we would reapply for the AccessAbility Grant. We did not want to spend the money to replace the rails just to have to turn around and tear it all back out again in a year or so to replace the entire ramp. I conveyed this message to Stephanie and started the process of writing up the letter to the municipality to ask for an extension.

I had also spoken with Anna Haanstra, Communities, Culture, and Heritage about reapplying for the AccessAbility Grant in November and discussed our situation with our MLA, Kim Masland.

[REDACTED]

[REDACTED] With this time of year and the weather being as it is, it is very difficult to be able to plan outside work or to book the contractor on such short notice. As a hall, we are also in our busy season. We normally do not have events in the summer to allow for other community organizations in North Queens to hold their annual fundraising events.

As a result of this, we are asking that the municipality please afford us an extension until September 30th, 2025 to complete the installation of our new ramp, automatic door system and Phonak sound system. We appreciate your consideration and hope that we can work together to make this project a success. If there are any questions whatsoever, please feel free to contact me at any time via email or by calling me at 902-682-7149.

Sincerely,

Judy Frail

Treasurer  
Westfield Community Centre Society

## **Region of Queens Municipality 9.5 Staff Report**

**9.5**

**To:** Mayor and Council

**From:** Joanne Veinotte, Director of Finance

**Date:** December 10, 2024

**Re:** J Gordon Achievement Award

---

### **Background**

Region of Queens Municipality holds funds in trust for scholarships that are awarded to graduating students each year. The J Gordon Achievement Award was established in 1999 and an amount of \$500 is to be awarded to a business student, preferably from Milton.

### **Details**

A selection committee is formed each year, and the schools are notified of any award recipients. The school generates certificates for these awards and includes them in the successful graduating student's package. On June 11, 2024 staff presented a report to Council naming the recipients for the 23/24 school year based on the committees recommendations.

Ave Mae Smith was given certificates for both the Vera Harlow Award and the J Gordon Achievement Award in her graduation package by school officials. Region of Queens records show the J Gordon Achievement Award was not awarded because no business student applied, as reflected in the June 11, 2024 Council minutes. Ava is an Arts student, so does not meet the criteria. Ava is a resident of Milton.



A request has been made to provide Ava the \$500 award. The trust account has a current balance of over \$42,000.

Should Council wish to provide the grant, the following motion could be made:

**THAT** the Council of the Region of Queens Municipality direct staff to fund the J Gordon Achievement Award in the amount of \$500 for Ava Mae Smith.

### **Budget Impacts**

There are no budget impacts for this report.

### **Recommendation**

**(1) THAT** the Council of the Region of Queens Municipality receive the report titled "J Gordon Achievement Award" for information.

## Region of Queens Municipality 9.6 Staff Report

9.6

**To:** Mayor and Council

**From:** Joanne Veinotte, Director of Finance

**Date:** December 10, 2024

**Re:** Safety Reserves – Fire Departments

---

### Background


Council of Region of Queens Municipality agreed to fund the purchase of bunker suits and breathing apparatus for fire departments in 2017. When the reserves associated with the fire departments were reviewed and reconciled in 2021, there were balances remaining for some of the departments. Council approved staff's request to move the remaining balances to a separate safety reserve at the April 26, 2022 meeting, reserve 52172.

### Details

The following balances remain for the departments:

<b>Fire Department</b>	<b>Amount</b>
Greenfield	\$34,800.79
North Queens	\$1,329.83
Mill Village	\$1,118.71

There is no existing policy or motion that can be identified that sets out how these funds must be used. Up to this point funds were used to purchase safety gear, originally bunker gear and breathing apparatus. To clarify intend, staff are



requesting Council make a motion to confirm the intended use of these funds so they can provide clarity to fire departments that have enquired.

There is currently \$8,000 for each department set aside in the operating budget (above and beyond the reserve) for safety equipment. This funding is provided as part of the annual grant payment and receipts must be submitted to the Finance department at the end of the fiscal year before further safety funding is disbursed, if allocated in the subsequent budget year.

### **Budget Impacts**

There are no budget impacts for this report.

### **Recommendation**

**(1) THAT** the Council of the Region of Queens Municipality receive the report titled "Safety Reserves – Fire Departments" for information.

**(2) THAT** the Council of the Region of Queens Municipality direct staff to ensure the funds in reserve 52172 are to fund purchases of safety equipment for the fire departments.

### **Communications**

The report will be included in the meeting minutes.