

Region of Queens Municipality Regular Council
Tuesday, April 22, 2025
6:00 p.m.

Agenda

1.0 Call to Order and Land Acknowledgement

2.0 Approval of the Agenda

3.0 Declaration of Conflict of Interests

4.0 Approval of the Minutes

4.1 April 8, 2025

5.0 Public Comment

6.0 Delegations and Presentations

6.1 Queens Rails to Trails Association

6.2 Development on Main Street - Eric Fry

7.0 Correspondence

7.1 South Shore Chronic Pain Support Community – Letter of support from Council

7.2 South Shore Flying Club – Response from Council re: request

7.3 Adapting the Additional Officer Program - Attorney General and Minister of Justice Becky Druhan

7.4 Paving of Subdivision (J-Class) Streets 25-26 Program – Minister of Public Works Fred Tilley

7.5 Ownership and History of Clubhouse - Liverpool Tennis and Pickleball Club

7.6 Letter of Thanks - Kiwanis Club of Liverpool

8.0 Committee Reports

8.1 Police Advisory Board

9.0 Unfinished Business

9.1 Fort Point Winter Maintenance

10.0 New Business

10.1 Resolution for Preapproval for Debenture Issuance subject to interest rate – Weir Lane

10.2 Pre-Budget Approval for Implementation of Microsoft Security Solutions

10.3 Development Agreement Discharge

10.4 Road Trails Ad Hoc Committee – Scope Expansion Request

10.5 MPAL Agreement Renewal

11.0 Mayor's Report

11.1 Mayor's Report

12.0 Business from Members of Council

12.1 Earth Day – Councillor Amirault

13.0 Closed Session

13.1 Personnel

13.2 Property Matter

13.3 Personnel

14.0 Adjournment



Region of Queens Municipality Regular Council

Tuesday, April 8th, 2025

9:00 a.m.

Present:

Mayor Scott Christian, Chair
Deputy Mayor Maddie Charlton
Councillor Vicki Amirault
Councillor Wanda Carver
Councillor Jack Fancy
Councillor Stewart Jenkins
Councillor Roberta Roy
Councillor Courtney Wentzell

STAFF

Dan McDougall, Interim CAO
Heather Cook, Acting Municipal Clerk
Kate Wong, Administrative Assistant

1.0 Call to Order and Land Acknowledgement

Mayor Christian called the meeting to order at 9:01 a.m. and opened the meeting by acknowledging that we are in Mi'kma'ki, the traditional territory of the Mi'kmaq people.

2.0 Approval of Agenda

Moved by Deputy Mayor Charlton, Seconded by Councillor Carver

THAT the Region of Queens Municipality approve April 8th, 2025 as presented

MOTION CARRIED.

3.0 Declaration of Conflict of Interests

There were no declarations of conflict of interests.

4.0 Approval of Minutes

4.1 March 25th, 2025 Regular Council Meeting Minutes

Moved by Councillor Amirault, Seconded by Councillor Carver

THAT the minutes of the Regular Council meeting held March 25th, 2025 be approved as presented.

MOTION CARRIED.

5.0 Public Comment

Mayor Christian opened the meeting to comments from the public.

Wendy Vissers, Brooklyn, chair of the Brooklyn Recreation Committee spoke to Council about statements that were made to Council and Brooklyn residents regarding the safety of the Hank Snow Playground. Ms. Vissers stated that she had consulted with the Canadian Institute for Playground Safety, who clarified that older playground equipment can be repaired to bring it into compliance with current safety standards. It was also stated that park and playground equipment is insured and reviewed every two years to keep up to date. She provided clarification to concerns expressed about the Brooklyn Recreation Centre use of funds from area rates, noting that while a large portion of these funds goes toward the operation and maintenance costs of the Brooklyn Community Hall, the Brooklyn Recreation Committee is working hard to lower costs and has applied for assistance from Efficiency Nova Scotia through a rebate program. The Brooklyn Community Hall is open to the public but offers reduced rates for Brooklyn residents due to the area rate costs they incur. The average cost of supporting the Brooklyn Recreation Association for each household is \$38.00 per year, which supports the Waterfront Park in Brooklyn, Hank Snow Playground, and the Community Hall. In 2023, a vote was held among the ratepayers of Brooklyn to determine whether they wished to continue contributing to the area rate for the Brooklyn Cemetery Committee and the Brooklyn Recreation Committee. This vote followed a community

meeting designed to inform residents about the roles and responsibilities of both committees. The community voted in favor of maintaining the area rate for both committees.

6.0 Delegations and Presentations

There were no Delegations or Presentations to come before the Council.

7.0 Correspondence

7.1 Royal Canadian Legion Branch #038 Request to Install Signs

Moved by Councillor Wentzell, Seconded by Deputy Mayor Charlton,

THAT Council of Region of Queens Municipality receive the letter from Royal Canadian Legion as correspondence, and direct staff to facilitate the request of hanging the signs to commemorate our veterans.

MOTION CARRIED.

7.2 North Queens Active Living Society – Funding Request

7.3 Letter from Greenfield Recreation Association – Funding Request

Mayor Christian determined that, due to the similarity of requests from the North Queens Active Living Society (7.2) and the Greenfield Recreation Association (7.3), a single motion should be made to address both requests.

Moved by Councillor Jenkins, and seconded by Councillor Carver,

THAT Council of Region of Queens Municipality accept the letters from North Queens Active Living Society and Greenfield Recreation Association as correspondence and request for staff to engage with those organizations and provide advice to council about the appropriate funding levels and duration for referral back to the budget process.

MOTION CARRIED.

7.4 Letter from Attorney General and Minister of Justice – Municipality of Queens County Police Association

Moved by Councillor Amirault, Seconded by Deputy Mayor Charlton,

THAT Council of Region of Queens Municipality provide a copy of the letter to Councillor Amirault as Council Committee Chair of the Police Advisory Board for their April 16th meeting, and direct staff to set up a link on our website to the provincial application process.

MOTION CARRIED.

8.0 Committee Reports

Deputy Mayor Charlton attended the Planning Advisory Committee meeting on April 7th, 2025, where the roles and responsibilities of the committee were reviewed. New members were provided with copies of the Municipal Land Use By-law. The committee will meet monthly, on the first Monday of each month.

Mayor Christian attended a Fire Services meeting to address urgent issues. The chairs of the Fire Service Committee, along with Mayor Christian, Interim CAO Dan McDougall, and Councillor Jenkins, who represented his district, discussed matters related to the decommissioned fire trucks for the Greenfield Fire Department. They are working with staff to ensure effective correspondence and communication regarding the next steps for the fire trucks.

9.0 Unfinished Business

9.1 Attendance of Council Members at Spring NSFM Conference

Moved by Councillor Amirault, Seconded by Councillor Jenkins,

THAT the Council of the Region of Queens approve attendance for the Nova Scotia Federation of Municipalities 2025 Spring Conference for Mayor Christian and Deputy Mayor Maddie Charlton.

MOTION CARRIED.

10.0 New Business

There was no new business discussed at this meeting.

11.0 Mayor's Report

11.1 Mayor's Report

On March 26th, Mayor Christian attended the South Queens Chamber of Commerce's Annual General Meeting at the Quarterdeck with Deputy Mayor Charlton, Councillor Fancy and Councillor Jenkins, where an engaging keynote speaker addressed the attendees. Mayor Christian expressed his gratitude for the group's ongoing efforts to support and advance the business community in South Queens.

On March 28th, Mayor Christian and Tara Druzina participated in the Municipal Leaders Table hosted by the Canadian Centre on Substance Use and Addiction (CCSA), a virtual meeting focused on substance abuse and addiction issues in smaller municipalities. Mayor Christian will be traveling to Lethbridge, Alberta next week, funded by the CCSA, to participate in a three-day series of in-person meetings aimed at advancing this initiative.

On April 1st, the CAO Selection Committee interviewed five highly qualified candidates. The committee will proceed with the next phase of the selection process throughout this week. Additionally, two staff members conducted interviews for the newly created HR position, Director of People and Culture.

Lastly, on April 5th, the Thomas H. Raddall Library held its Grand Opening Ceremony. Mayor Christian was pleased with the turnout and acknowledged the need to continue efforts to make the location more accessible to the broader Queens County community. He emphasized the importance of removing barriers to the existing site while considering what a different potential location might look like in the future.

12.0 Business from Members of Council

12.1 Updates from District 3

Councillor Wentzell reported receiving complaints regarding speeding, reckless driving, and improper parking in several areas. In response, members of Council discussed implementing the speed radar signs purchased in 2024, which were last in place in the summer months, while there were summer students in the Department of Infrastructure. Speed radar signs are a known deterrent to excess speed and could be deployed in areas for extended periods. There are many areas throughout Queens that could benefit from their use, and many residents identified areas to place them in 2024. Councillor Amirault mentioned that she and the Police Advisory Board had been awaiting a report based on the readings from the speed radars, but due to staff changes, the report had not yet been provided.

Councillor Wentzell also noted that he has received flooding complaints and

acknowledged that this was a difficult issue before he became Councillor.

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

THAT Council of Region of Queens Municipality direct staff to redeploy the speed radar signs, and continue to do so on a regular basis.

MOTION CARRIED

13.0 Closed Session

Mayor Christian asked if there were any objections to moving to the Closed Session of the meeting. Hearing none, the meeting moved to Closed Session at 9:59am

Moved by Councilor Carver and seconded by Councillor Amirault

THAT Council move to the Closed Session of the agenda to discuss Item 13.1 Personnel and Item 13.2 Property Matter.

MOTION CARRIED.

Moved by Deputy Mayor Charlton and seconded by Councillor Amirault

THAT Council return to the Open Session of the agenda at 11:52am

MOTION CARRIED.

14.0 Adjournment

A motion to adjourn the meeting was **moved by Councillor Jenkins, seconded by Councillor Roy at 11:53 a.m.**

MOTION CARRIED.

Mayor Scott Christian, Chair

Heather Cook, Acting Municipal Clerk

Kate Wong, Recording Secretary

Date Approved: _____

Queens Rails to Trails
Association
Broad River Bridge
Assessment Project





Introduction:

- Project objective:
 - To determine if the Broad River Bridge is repairable/restorable or is past the point of restoration. The results of an engineering assessment of the bridge will provide enough information to base a decision on whether the bridge can be restored for future recreational use.
 - If the assessment determines if it may be cost effective to restore the bridge for recreational use, the Queens Rails to Trails Association will consider identifying funding required for restoration work.



The Broad River Bridge:

- Present condition



History

Used extensively by the public since the 1950's before and after the rail system was removed and the property was turned over to the province for recreational uses.

Over the past several years the south shore abandoned rail bed has been developed into a multi-use/shared use trail. The public use of this trail system is not limited to particular uses. All forms of transportation are encouraged, motorized, (ATV's, Dirt Bikes, etc.) non-motorized, (bicycles, hiking, horse riding, etc.).

Since the rail system was removed from this bridge there has been very little if any maintenance completed and nature has taken its toll on all portions of our recreational trail system.

Trail groups such as the QRTA completely made up of volunteers have taken on the challenge of building and maintaining the rail bed for future generations to use.

In Queens County alone 2 major bridges have been saved from destruction, the rail bridge on the Medway River and also the Liverpool Trestle Trail bridge. These bridges are in use today solely as a result of the efforts of the QRTA.

These bridges are now very important parts of our community and are used extensively as a popular recreational activity.

The Trestle Trail bridge is and has been a popular walking loop and is now connected to Pine Grove Park. This bridge will also in the near future become part of motorized trail allowing the recreational motorized public, access to fuel, lodging and food.

The Medway River bridge provides a shared use trail connection from Lunenburg County through to Liverpool.

These bridges provide recreational opportunities for both residents and visitors to our area.

Today:

The Broad River Bridge has been closed to the public for use due to the deterioration of the wooden structure and still the public venture across it.

There are very few residents of the south shore that do not have fond memories of this beach and bridge.

This bridge is getting near it's final days and will have to be removed. The DNRR advises they have no plans at this time to repair or maintain this structure.



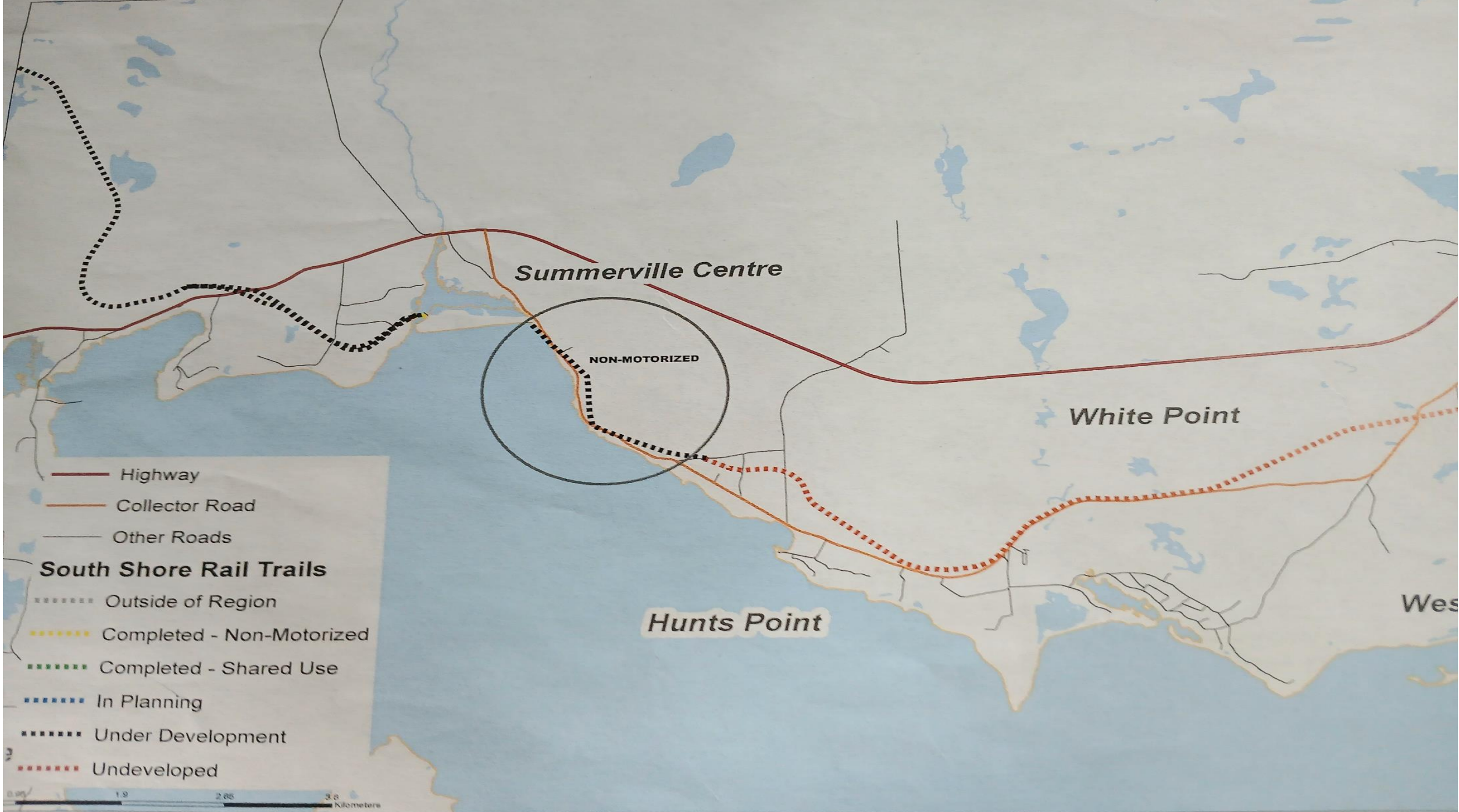


The boundary line for the Summerville Beach Provincial Park crosses the center of the bridge. The eastern half of the bridge belongs to the park and the western half is part of an existing shared-use trail that connects to Shelburne county.









Summerville Centre

NON-MOTORIZED

White Point

Hunts Point

Wes

Highway

Collector Road

Other Roads

South Shore Rail Trails

Outside of Region

Completed - Non-Motorized

Completed - Shared Use

In Planning

Under Development

Undeveloped

0.95 1.9 2.85 3.8 Kilometers

1. Summerville Beach is one of the most beautiful beaches and scenic points of Coastal Queens and is visited by many residents and tourists every summer. The abandoned rail bridge does not add to this scene and is at this time is deemed unsafe for any usage. If possible the restoration of this bridge would definitely add to the beauty of this area.
2. With the restoration of this bridge for public non-motorized use a historic route for walking groups would also be restored.
3. Being able to use the bridge to access the beach would be an added attraction to motorized traffic. The shared-use trail ends at the bridge where a parking area could be built allowing the travellers to walk across the bridge to enjoy the beach, seek accommodation and or a meal.

4. This bridge restoration will provide a continuous trail experience for hikers, bicyclists and non-motorized trail users through Queens County. If restored, as an example, a bicyclist would be able to come from the Bridgewater area into Liverpool and continue out of Liverpool toward Summerville Beach, through the Park in Summerville and on to Shelburne without having to travel on a highway.
5. This is the last remaining large rail bridge required to connect a recreational trail from Lunenburg County to Shelburne County. This section of trail through Queens will be known as part of the Western Loop of the Trans Canada Trail.

To Date:

2021 – A decision was made by the QRTA to institute a project to ascertain the feasibility of restoration of the rail bridge on the Broad River. To allow public use and provide additional access/entrance to the Summerville Beach park. At this time an LOA was requested from the DNRR.

2022 – An LOA was granted by DNRR to restore the Broad River Rail Bridge for non-motorized public use.

2023/2024 – An RFP was developed and sent to 5 engineering firms. CBCL Halifax (CBCL completed the restoration of the Trestle Trail Bridge) was selected to complete the assessment if we move forward with this project.

2024 – A funding grant from the CCTH was subtitled and received a positive reply. At that time a decision was made not to take advantage of this grant offer in favor of seeking other support opportunities prior to resubmitting to CCTH in 2025. CCTH was advised of this decision.

- The Western Loop of The Trans Canada Trail will provide travelers a route from Halifax along the south shore to Yarmouth, along the French shore through the valley and back to Halifax and vice versa.
- With the RQM support to start, it is our intention to seek provincial support and also private funding to conduct an engineering assessment which in turn will provide the data required for any future plans.

At this time we are requesting financial support from the RQM to conduct an engineering assessment which in turn will provide the financial information we need to decide our future direction in this regard.

The engineering assessment would be conducted by CBCL at a cost of \$34,410 plus & \$6869.00 if the services of divers are required. The tidal information and the above water condition of the bridge may dictate the requirement of divers.

Project management: \$6000.00

Total cost \$47,279.00

Financial support requested:

RQM: **\$15,000.00**

CCTH (Provincial): \$20,000.00

Private Funding: \$13,000.00

Total: \$48,000.00

At this time I respectfully request your support to save a Queens County treasure from disappearing for ever. This will turn an eyesore into an asset.

Thank you for your favourable consideration,

Brian Hatt

QRTA

(902)803-9933

March 28, 2025

To Whom This May Concern,

Compassion, empathy and support help people to feel understood and connected in their communities, and Region of Queens Municipality's Council is appreciative of the efforts of the volunteers who have recently incorporated South Shore Chronic Pain Support Community.

With a mission to create and maintain a not-for-profit support community on the south Shore of Nova Scotia for individuals and their families living with chronic pain. Region of Queens Municipality's Council is proud of the work founding member Janice MacMillan has done to bring together local people for this support, and she along with the other members of the newly formed Board, have created the first support group of its kind on the South Shore.

Among the goals of South Shore Chronic Pain Support Community is to provide collaborative support with members, businesses, medical professionals and all levels of government. The approach aligns well with Council's strategic priority objective of community advocacy, connectivity, networks and supports for the goal of community well-being.

Region of Queens Municipality's Council looks forward to seeing this organization grow and help so many families along the South Shore. We encourage organizations who are approached for support through funding or partnerships to provide support to this groundbreaking and compassionate organization.

Sincerely,

Scott Christian, Mayor
Region of Queens Municipality



Region of Queens Municipality

249 White Point Road,
P.O. Box 1264, Liverpool, NS,
B0T 1K0
regionofqueens.com

P: 902-354-3453 C: 902-350-3274
F: 902-354-7473
E: schristian@regionofqueens.com
Toll Free: 1-800-655-5741

Mr. Peter Gow, President
South Shore Flying Club

April 11, 2025

Dear Mr. Gow,

Council of Region of Queens Municipality has discussed the letter you sent in your capacity as President of South Shore Flying Club on October 22, 2024, requesting the annual rent fee paid by the club be waived.

After careful consideration, and several reports and information brought to Council meetings, at the March 25, 2025 Regular Council meeting, Council defeat the motion "THAT Region of Queens Municipality's Council approve forgiveness of the rent fee for South Shore Flying Club in the amount of \$4,000 rent due to financial limits the club is experiencing." As such, the rental fee of \$4,000 + HST remains in effect, and due each year on October 31.

Council members expressed their appreciation the maintenance and upkeep work the South Shore Flying Club board and volunteers undertake on site at the airport. Region of Queens Municipality remains committed to annually funding reserves for future infrastructure upgrades at South Shore Regional Airport.


Sincerely,

Scott Christian, Mayor
Region of Queens Municipality



**Attorney General
Justice
Office of the Minister**

PO Box 7, Halifax, Nova Scotia, Canada B3J 1T0 • Telephone 902 424-4044 Fax 902 424-0510 • novascotia.ca

April 10, 2025

Via Email: schristian@regionofqueens.com

His Worship Mayor Scott Christian
Region of Queens Municipality

Re: Adapting the Additional Officer Program

Dear Mayor Christian,

I am writing to inform you of the forthcoming adaptation of the Additional Officer Program (AOP), which is being instituted to better align with the ongoing and evolving challenges in policing in Nova Scotia.

In 2007, the Nova Scotia Department of Justice inaugurated the AOP to provide financial support to the Royal Canadian Mounted Police (RCMP) and municipal police agencies for the remuneration and benefits of police officers to address evolving public safety concerns. This funding was designed to support the establishment of Street Crime Enforcement Units (SCEU), School Safety Resource Officers (SSRO), and specialized units focused on forensic identification and major crimes. Initially branded as “Boots on the Street”, the program aimed to enhance police visibility and bolster public confidence in law enforcement, particularly in relation to the investigation of illegal drugs, proceeds of crime, thefts, assaults, and child pornography.

The Department of Justice, Public Safety and Security Division (PSSD) has conducted a comprehensive review of all factors influencing both the present and future state of organized crime responses. Consultations with Nova Scotia Chiefs of Police and RCMP senior leadership have been undertaken in this regard.

The AOP is now entering the transition planning stage with the objective of modernizing the program to reflect the contemporary context of policing. The current funding level of approximately \$17 million will be maintained and we will adequately analyze how to best utilize this investment in collaboration with police agencies. We are confident that these changes will enhance the efficacy of the AOP and better serve the needs of our communities.

Please be advised that the police leaders in your jurisdiction have been engaged throughout the review

of the AOP and have been updated on the intended transition at the Provincial Executive Committee meeting on April 8th, 2025.

We will continue to provide you with updates on this work as it progresses. I appreciate your cooperation and support as we collaboratively strive to enhance public safety and security in Nova Scotia. Should you have any inquiries or require further clarification, please contact Hayley Crichton at Hayley.Crichton@novascotia.ca.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Becky Druhan', with a long horizontal flourish extending to the right.

Becky Druhan
Attorney General and Minister of Justice

cc: Honourable John Lohr, Minister of Municipal Affairs
Dan McDougall, Acting Chief Administrative Officer, Region of Queens Municipality
Juanita Spencer, Chief Executive Officer, Nova Scotia Federation of Municipalities



**Public Works
Office of the Minister**

PO Box 186, Halifax, Nova Scotia, Canada B3J 2N2

MAR 27 2025

His Worship Scott Christian
Mayor of Region of Queens Municipality
Box 1264
Liverpool, NS B0T 1K0

Dear Mayor Christian:

Re: Cost Shared Program for Paving of Subdivision (J Class) Streets for fiscal year 2025-26.

Thank you for your Municipality's submission under the Cost Shared Program for Paving of Subdivision (J Class) Streets for fiscal year 2025/26.

Due to program limits, the Department will not be able to proceed with Forest Street, Emeneau Road, French Street, M. Smith Road, Wharf Rock Road, Roxbury Road and Wolfe Street. The Municipality may wish to re-submit these candidates for the 2026-27 program under the terms outlined in the Cost Share Agreement.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "Fred Tilley".

Fred Tilley
Minister of Public Works

c: Cody Joudry, Chief Administrative Officer, Municipality of Queens
Joanne Veinotte, Director, Municipality of Queens
Mitchell Conrad, District Director, Western
Craig Smith, Construction Manager, Western
Laura Cunningham, Capital Program Administration Officer

Honourable Mayor Scott Christian
Region of Queens Municipality
249 White Point Road
Liverpool, Nova Scotia
B0T 1K0 Canada

April 10, 2025

Dear Mayor Christian,

The Board of The Liverpool Tennis and Pickleball Club is requesting the Region of Queens to provide any information they may have regarding the ownership and history of the structure located at 113 Church Street, which serves as the Clubhouse for The Liverpool Tennis and Pickleball Club. The Clubhouse is accessed from the municipal land where the tennis courts are located at 9 Park Street in Liverpool. There is no access to the interior of the Clubhouse from the 113 Church Street property. Any information The Region of Queens may possess will assist the Board in determining how to proceed with the Clubhouse's future use.

It is the current Board's understanding that the Clubhouse was constructed for the Liverpool Tennis Club approximately in 1922 and has been utilized as a Clubhouse for The Liverpool Tennis Club ever since. The Board is unaware if the Clubhouse was ever situated on the municipal land that is currently leased to the Club. The Board is also unaware how the Clubhouse came to be situated on privately owned land. We are uncertain whether the Clubhouse is owned by The Liverpool Tennis and Pickleball Club, the Region of Queens, or the owners of 113 Church Street. The Board is requesting any documentation that the Region may possess regarding the use of the Clubhouse, specifically in relation to the 113 Church Street property.

The current owners of 113 Church Street have expressed concerns regarding the condition, public safety, and use of the Clubhouse. The Board is also aware that various previous owners of 113 Church Street had concerns about the use of the Clubhouse although the Board does not have knowledge of those specific concerns.

The Liverpool Tennis and Pickleball Club is currently evaluating the feasibility of discontinuing the use of its current Clubhouse and replacing it with a structure on the municipal land that is currently leased to the Club. We seek The Region's input, both legal and non-legal, regarding the Club's potential dispossession of the Clubhouse.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Crawford". The signature is fluid and cursive, with a long horizontal stroke at the end.

Rob Crawford
Director
Liverpool Tennis and Pickleball Club
416-604-4460
rob crawford1108@gmail.com
liverpooltennisclubca@gmail.com



Kiwanis Club of Liverpool

P.O. Box 824, Liverpool, N.S. B0T 1K0

April 3, 2025

To Mayor, council and Region staff,

On behalf of the Kiwanis Club of Liverpool, I would like to thank the Region of Queens for allowing us to run the canteen at QPEC on a yearly basis. We have raised over \$5,000 which we will be donating back to our community. We also offered the opportunity for a couple other organizations to raise funds by sharing the work load with them.

I truly believe this is a win-win-win situation for the Region, Kiwanis and our community. Next hockey season, we plan to be open more often as our membership has grown and other organizations might see the opportunity for them to raise much-needed funds.

Sincerely,

David Schofield
President.



Region of Queens Municipality Staff Report

To: Mayor and Council

From: Adam Grant, P.Eng., Director of Infrastructure

Date: April 22, 2025

Re: Fort Point Path Winter Maintenance

Background

At the January 14, 2025, Regular Meeting of Council, the following motion was made:

THAT the Region of Queens Municipality Council directs the Acting Chief Administrative Officer to provide a staff report with recommendations and projected costs of winter maintenance of Fort Point Lighthouse Park.

Details

Currently there are 21.39km of municipal sidewalks in Queens County (1.33km in Milton and 1.21km in Caledonia – winter maintenance by private contractor). Adding the Fort Point walkway (0.17km) to the workload of 20.18km in South Queens will have a minimal effect on the general response to winter works efforts.

However, the walkway Fort Point Lighthouse Park, aka 'Fort Point Path', is approximately 165m long and constructed of cobblestone pavers, jointed with polymeric sand. Following storm damage in 2017, 117m of the walkway was upgraded along with the rock retaining wall and erosion prevention works.



This style of walkway construction is non-typical for winter-serviced routes with RQM equipment. Typical construction would comprise of structural gravel base layers to support the walkway as well as equipment loading. It was confirmed in 2017 that this is not how the walkway is built. Due to this, there is the risk of becoming distorted from the wheel load of current municipal equipment as well as the potential for the paver faces to be spalled off as the plow scrapes over while removing snow. It is expected that this will result in increased maintenance requirements after the winter season and may reduce the useful life of the walkway. In addition, due to the nature of this construction, alternative ice control measures would be required (sanding instead of salting), which will require a dedicated trip. Sand is not as effective as salt in controlling and eliminating ice conditions, which may result in extra applications to ensure the walkway is as safe as possible.

Contracting out winter snow and ice control services for the Fort Point walkway to a service provider with equipment or methods that may be less damaging to

the walkway surface and cost-effective would be considered by staff if Council approves winter snow and ice control.

Currently, the only winter-maintained municipal walkway is the 450m of Privateer Park in Liverpool, which is constructed of concrete and can be maintained using the typical method.

Budget Impacts

Winter servicing to enable pedestrian use of the 'Fort Point Path' is estimated to cost between \$8,000 and \$10,000 for snow removal and ice control. Where this is an unusual practice for our operation to maintain a cobblestone walkway, it is difficult to estimate a more accurate expense at this time.

Options

1. Status Quo – no winter snow and ice control.
2. Pilot Project – For the 25/26 winter season direct staff to establish winter snow and ice control for the Fort Point Walkway with authority for staff to discontinue and report back to Council if excessive damage is caused to the walkway.
3. Direct staff to establish winter snow and ice control for the Fort Point walkway.

Communications

The community will be informed with signage and social media/website posts to advise if the decision is made to have winter maintenance (pilot or permanent).


Recommendation

It is recommended that Council receive the report and direct staff if they wish to pursue either a pilot project or permanent winter snow and ice control for the Fort Point walkway.

THAT Council of the Region of Queens Municipality receive the report titled **Fort Point Winter Maintenance** for information.

Council decision options:

1. **THAT** Council of the Region of Queens Municipality direct staff to establish winter snow and ice control for the 25/26 winter season for the Fort Point



Walkway with authority for staff to discontinue and report back to Council if excessive damage is caused to the walkway.

OR

2. **THAT** Council of the Region of Queens Municipality direct staff to establish winter snow and ice control for the Fort Point walkway.

Region of Queens Municipality Staff Report

To: Mayor and Council

From: Joanne Veinotte, Director of Finance

Date: April 22, 2025

Re: Resolution for Preapproval for Debenture Issuance subject to interest rate – Weir Lane

Background


This project was completed in fiscal 2024-2025 and was included in that capital budget. Region of Queens Municipality financed the project from the Sewer Reserve on a temporary basis until financing is secured. Total cost of the project was \$280,000.

Details

This project was budgeted to be funded by debenture. Participation in the spring 2025 Municipal Finance Corporation debenture process is in process. A Temporary Borrowing Resolution was passed by Council January 28, 2025 and approval is pending by the Minister of Municipal Affairs and Housing. Attached is Resolution for Pre-approval of Debenture Issuance Subject to Interest Rate that must be passed at a meeting of Council for the process to proceed to Debenture Issuance once Ministerial approval has been granted.

Applicable Legislation

Section 66 of the Municipal Government Act provides that a municipality may borrow to expend funds for a capital purpose as authorized by statute, subject to



the approval of the Minister. Section 65 of the Municipal Government Act provides that a municipality must approve a capital budget and expend funds for a capital purpose identified in said budget. Section 91 of the Municipal Government Act provides that a municipality is authorized to borrow money, subject to the approval of the Minister.

Budget Impacts

The debenture amount requested will be \$280,000 to be retired over ten years. Principal and interest expenditures will be included in future budgets. The original budget for this project was \$228,000. Once retro wages were posted the cost for this project increased to \$308,000, creating an unfunded overage of \$28,000.

Options:

1) **That** Council of Region of Queens Municipality receive the report titled "Resolution for Preapproval for Debenture Issuance subject to interest rate – Weir Lane" for information.

2) **THAT** Council of Region of Queens Municipality passes the Resolution for Pre-Approval of Debenture Issuance Subject to Interest Rate as attached to this staff report and approve funding the project overage of \$28,000 from the Accumulated Surplus.

Recommendation:

Option 2

Communications

A signed and sealed copy of the resolution will be forwarded to the Nova Scotia Municipal Finance Corporation.

Region of Queens Municipality Staff Report

To: Mayor and Council

From: Steve Whynacht IT Manager

Date: April 22, 2025

Re: Pre-Budget Approval for Implementation of Microsoft Security Solutions

Background

Our organization currently utilizes Fortimail and FortiClient EMS as our primary security solutions for email protection and endpoint/antivirus management. However, with the upcoming expiration of the Fortinet software licenses on **June 6, 2025**, it's advised to transition to a new platform that provides enhanced security, streamlined management, and long-term sustainability.

Details

To address this transition, we are contracting a Microsoft certified IT service provider to implement and install the following Microsoft security tools included in **Microsoft 365 Business Premium**:

- **Microsoft Intune** – Manages and protects work devices like laptops, phones, and tablets by making sure they meet security standards before accessing company data. This keeps information safe, even on personal or remote devices.
- **Conditional Access** – Controls who can access our systems based on certain conditions (like location or device), adding an extra layer of security.
- **Microsoft Defender for 365** – Protects our email from threats like spam, phishing, and harmful links or attachments.
- **Microsoft Defender for Endpoint** – Monitors all work devices for unusual or suspicious activity, such as unknown programs or risky behavior. If a threat is detected, it can respond quickly to block it and prevent damage. This helps to catch problems early and keeps our systems and data safe.

These Microsoft tools offer integrated and enhanced security features that exceed the capabilities of Fortimail and FortiClient EMS, providing a more cohesive and powerful defense against evolving cyber threats.

The project will be executed in **two phases** and is scheduled to be fully implemented before **June 6, 2025**, to ensure no disruption in security coverage.

Budget Impacts

The total cost for the project is **\$37,000.00**, which includes configuration, implementation, testing, and staff onboarding. While there is an upfront implementation cost, the ongoing licensing with Microsoft 365 Business Premium is only approximately **\$3,000.00** more per year than our current Fortinet software costs. This increase provides significantly enhanced security, centralized management, and a broader range of tools, offering greater value and protection for the organization. The investment is expected to improve our cybersecurity posture and reduce long-term risk.

This procurement follows Region of Queens Municipality Purchasing Policy 26, Section 26.05 (U), - Procurement of professional services.

Communications

Internal communication with departments will be coordinated to ensure minimal disruption during the transition. IT will provide updates on the implementation timeline and offer training sessions to staff where needed. A formal communication plan will be shared with department heads following contract finalization.

Recommendation

THAT Council of the Region of Queens Municipality receive the report titled *Pre-Budget Approval for Implementation of Microsoft Security Solutions* for information.

AND THAT Council consider pre-budget approval of \$37,000.00 for the implementation of Microsoft 365 Business Premium security solutions.

Region of Queens Municipality Staff Report

To: Council

From: Mike MacLeod, Director of Land Use

Date: April 22, 2025

Re: Development Agreement Discharge

Background

A request has been submitted by the owner of property located 3888 Highway 3 in Brooklyn and identified as PID# 70084058, to have an existing development agreement applying to the property formally discharged.

Details

In January of 2004, Council entered into a development agreement with Douglas and Margaret Wolfe; former owners of the subject property; which allowed for the establishment of a warehouse at 3888 Highway 3 in Brooklyn. A copy of the development agreement is attached as Appendix A. The agreement was then assigned to M.W. Quinn Painting and Decorating Limited in February of 2004 and subsequently assigned to Nathaniel Conrad Construction Inc. in October of 2011.

The current property owner no longer wishes to have the property utilized as a warehouse and is seeking to have the development agreement formally discharged.

As per Section 229 of the Municipal Government Act, a development agreement is in effect until discharged by council.

A draft Release and Discharge Agreement is attached as Appendix B.



Applicable Legislation

Municipal Government Act.

Budget Impacts

Property owners will be responsible for all costs associated with the discharge.

Recommendation

THAT Council of Region of Queens Municipality receive the report titled “Development Agreement Discharge” and that Council approve the discharge of the development agreement dated January 16, 2004, for the property located at 3888 Highway 3 in Brooklyn and identified as PID# 70084058.

Communications

Property owner will be advised of decision of Council.

Appendix A

Item 10.3.1

THIS AGREEMENT made this 16th day of JANUARY, A.D., 2004.

BETWEEN:

MARGARET O. WOLFE and **DOUGLAS WOLFE** of Brooklyn, in the County of Queens, and the Province of Nova Scotia, hereinafter referred to as the "Developer"

OF THE ONE PART

-and-

THE REGION OF QUEENS MUNICIPALITY, a municipal corporation, duly incorporated under the laws of the Province of Nova Scotia and having its office in Liverpool in the County of Queens and Province of Nova Scotia, hereinafter referred to as the "Region"

OF THE SECOND PART

WHEREAS the Developer has requested that the Region enter into a Development Agreement, with the developer, pursuant to Sections 225 and 230 of the Municipal Government Act of Nova Scotia, so that the Developer may use the property in a manner which is not presently provided for under Brooklyn's Land Use Bylaw;

AND WHEREAS the Region is prepared to enter such agreement on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the benefits, which flow to both parties as a result of the covenants contained herein, the parties hereto agree by and between themselves as follows:

1. **THAT** the Developer is the registered owner of the lands described in Schedule "A" attached hereto (hereinafter referred to as "the Lands"); and shown on Schedule "B" attached hereto (hereinafter referred to as "the Plan");
2. **THAT** the developer shall not develop or use the lands for purposes other than those described in this Agreement;
3. **THAT** the proposed uses of the Lands, which are permitted under this Development Agreement are the following:
 - Warehouse
4. **THAT** the Developer shall provide one off-street loading space to service the warehouse;
5. **THAT** notwithstanding any other provisions of this Development Agreement, the Developer shall not undertake or carry out any development on the Lands which does not comply with:
 - (a) this Development Agreement;
 - (b) any statutes and regulations of the Province of Nova Scotia to the extent that the same are properly the subject of a development agreement; and
 - (c) appropriate Municipal Bylaws, including without restricting the generality of the foregoing, the Bylaw Respecting the Building Code Act.

6. **THAT** in the event of a dispute, the decision of the Development Officer of the Region as to whether the development is in conformance with the terms of this Agreement shall be conclusive;
7. **THAT** notwithstanding the provisions of Brooklyn's Municipal Planning Strategy and Land Use Bylaw, the Developer shall be permitted to seek amendments to this Development Agreement, subject to the procedure as set forth in Section 230 of the Municipal Government Act of Nova Scotia;
8. **THAT** the Developer agrees to pay for all legal costs, advertising and expenses incurred by the Region that have originated from its application for this Development Agreement;
9. **THAT** this Agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall run with the land which is subject to this Agreement;
10. **THAT** this Agreement is not assignable without the written consent of the Region.
11. **THAT** enforcement and rights and remedies on default of this Agreement shall be as follows:
 - (a) The Developer agrees that the Development Officer appointed by the Region to enforce this Agreement shall be granted access onto the lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from the Development Officer to inspect the interior of any building located on the lands, the Developer agrees to allow for such inspection during any reasonable hour within two (2) days of receiving such notice.
 - (b) If the Developer fails to observe or perform any condition of this Agreement, after the Region has given the Developer thirty (30) days written notice of the failure or default, then in each such case:
 - (1) The Region shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default, and the Developer hereby submits to the jurisdiction of such Court and waive any such defense based upon the allegation that damages would be an adequate remedy;
 - (2) The Region may enter upon the lands and perform any of the covenants contained in this Agreement, whereupon all reasonable expenses whether arising out of the entry on the lands or from the performance of the covenants may be recovered from the developer; if unpaid within 30 days of billing by the Region; by direct suit and such amount shall, until paid, form a lien upon the lands and be shown on any tax certificate issued under the Municipal Government Act;
 - (3) The Region may by resolution discharge this Agreement, upon providing the Developer sixty days (60) written notice, whereupon this agreement shall have no further force or effect and henceforth the development of the lands shall conform with the provisions of Brooklyn's Land Use Bylaw;
 - (4) In addition to the above-mentioned remedies, the Region reserves the right to pursue any other remediation under the Municipal Government Act or common law to ensure compliance with this Agreement.

12. THAT the entering into of this Agreement was approved by the Council of the Region of Queens Municipality at a duly held meeting of Council convened on the 15th day of DECEMBER, 2003 : ~~200~~

- (a) This Agreement shall not be entered into, or signed by the parties, until the time for Appeal under Section 228 of the Municipal Government Act of Nova Scotia has elapsed, any appeals which have been lodged have been disposed of and the required resolution of Council has been affirmed by the Nova Scotia Utility and Review Board;
- (b) This Agreement does not come into effect until it is filed, by the Region of Queens Municipality, in the Registry of Deeds as set out in Section 228 of the Municipal Government Act of Nova Scotia.

IN WITNESS WHEREOF the parties have hereto set their hands and affixed their Corporate seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

M. Wolfe
Witness

M. Wolfe
Witness

) *Margaret O. Wolfe*
) Margaret O. Wolfe
)
) *Douglas Wolfe*
) Douglas Wolfe
)

) REGION OF QUEENS MUNICIPALITY
)
) Per: *[Signature]*
) Mayor
)
) Per: *Chris McHale*
) Regional Clerk

PROVINCE OF NOVA SCOTIA
COUNTY OF QUEENS

ON this 16th day of January, 2004, before me, the subscriber personally came and appeared Michael MacLeod a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Margaret O. Wolfe and Douglas Wolfe signed, sealed and delivered the same in his/her presence.

STEPHANIE NICKERSON

Stephanie Nickerson

A Commissioner of the Supreme Court of Nova Scotia
A COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF QUEENS

ON this 16th day of January, 2004, before me, the subscriber personally came and appeared Michael MacLeod a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that the Region of Queens Municipality, per its authorized officers, John Leefe and Chris McNeill, signed, sealed and delivered the same in his/her presence.

STEPHANIE NICKERSON

Stephanie Nickerson

A Commissioner of the Supreme Court of Nova Scotia
A COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

SCHEDULE "A"

ALL that certain lot, piece or parcel of land situate at Sandy Cove, in the County of Queens and Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a point marked by a stake on the northern side of the Liverpool - Brooklyn Highway, ten feet westerly along said highway from an imaginary perpendicular line drawn so as to pass along the western edge of the store building situated on the lot herein conveyed;

THENCE to run northerly along the eastern line of other lands of George Wallace and Helen Wallace, a distance of 50 feet or to lands of George and Helen Wallace and Eleanor Zinck marked to a stake;

THENCE easterly along the southern line of said lands until it comes to the power lines of the Nova Scotia Power Commission marked by a stake;

THENCE southerly along said Power line a distance of 50 feet or to the Brooklyn - Liverpool Highway, marked by a stake;

THENCE westerly along said highway to the place of beginning.

BEING AND INTENDED TO BE those lands conveyed by George Wallace and Helen Wallace to Margaret O. Wolfe by Deed dated the 7th day of December, 1965, and recorded at the Registry of Deeds in Liverpool, N.S. on the 8th day of December, 1965, in Book 103 at Page 678.

AND BEING AND INTENDED TO BE those lands conveyed by Margaret O. Wolfe and Douglas Wolfe to William Malcolm Girvan, Sr. by Deed dated May, 1991 and recorded in the Registry of Deeds at Liverpool, N.S. on the 25th day of July, 1991, in Book 289 at Page 649.

"CERTIFICATE OF REGISTRAR

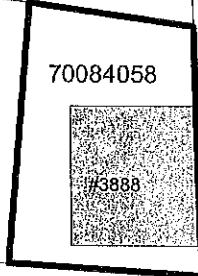
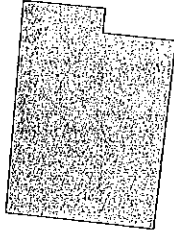
I hereby certify that no deed transfer tax has been paid, on this deed by virtue of claimed exemption

Elaine MacEachern
Registrar

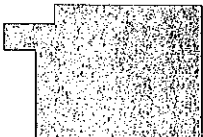
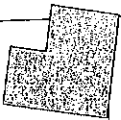
Province of Nova Scotia
County of Queens
I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Liverpool in the County of Queens, N.S. at 3:00 o'clock P.M. on the 22nd day of October A.D. 1993 in Book No. 308 at Pages 576-577 as Document Number 3182

Elaine MacEachern
Registry of Deeds for the Registration District of Queens County

SCHEDULE 'B'



HIGHWAY #3



THIS DISCHARGING AGREEMENT made this day of , 2025,

BETWEEN:

NATHANIEL CONRAD CONSTRUCTION INC. of
Brooklyn, County of Queens, Province of Nova Scotia,
hereinafter referred to as the "Developer"

OF THE FIRST PART

-and-

THE REGION OF QUEENS MUNICIPALITY, a municipal corporation,
duly incorporated under the laws of the Province of Nova Scotia and
having its office in Liverpool in the County of Queens and Province of
Nova Scotia, hereinafter referred to as the "Region"

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands referred to as
3888 Highway 3 in Brooklyn (PID 70084058) described in Schedule "A" attached
hereto (hereinafter referred to as "the Lands");

AND WHEREAS the Developer has requested that the Region discharge the
Development Agreement with Margaret O. Wolfe and Douglas Wolfe, predecessors in
title, attached to the Lands described in Schedule "A" registered at the Registry of
Deeds in Liverpool in Book 308 and Page 576;

and the assignment in favor M. W. Quinn Painting and Decorating Limited, also a
predecessor in title, attached to the Lands described in Schedule "A" which is registered
at the Registry of Deeds for the County of Queens as document number 75207895;

and the assignment in favor of Nathaniel Conrad Construction Inc. title holder, attached
to the Lands described in Schedule "A" which is registered at the Registry of Deeds for
the County of Queens as document number 99453871;

AND WHEREAS the Council of the Region of Queens Municipality approved the
discharge of the existing agreements.

The Development Agreements is formally discharged.

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of One Dollar and other valuable consideration the Region has hereunto caused these presents to be executed by its duly authorized officers and its seal hereto affixed the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of

) **REGION OF QUEENS MUNICIPALITY**

)

)

) Per: _____

) Mayor

)

Witness

) Per: _____

) Chief Administrative Officer

**PROVINCE OF NOVA SCOTIA
COUNTY OF QUEENS**

ON this ____ day of _____, 2025, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that the Region of Queens Municipality, per its authorized officers, Scott Christian and Dan McDougall, signed, sealed and delivered the same in his/her presence.

A Commissioner of the Supreme Court of Nova Scotia

CANADA
PROVINCE OF NOVA SCOTIA

AFFIDAVIT AND PROOF OF EXECUTION

I, Scott Christian make oath and say:

1. I am a duly authorized signing officer of the Region of Queens Municipality, the "Municipality" and/or the "Corporation" for the purpose of executing the foregoing instrument. Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that I executed the foregoing instrument on behalf of the Region of Queens Municipality on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s.79 and 83 of the *Land Registration Act* as the case may be.
3. The Corporation is a resident of Canada under the *Income Tax Act* (Canada).
4. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such interest or interest in such share to occupy a dwelling owned by the Corporation.
5. That the lands and/or dwelling described herein have never been occupied by the Mayor and/or any Councillor and/or employee of the Municipality.
6. I verify that I and the Chief Administrative Officer, Dan McDougall, have the authority to execute the foregoing instrument on behalf of the Municipality and thereby bind the Municipality.

I CERTIFY that on this day of , 2025,
the Deponent came before me, made oath
and swore the foregoing Affidavit at Liverpool,
in the County of Queens and Province of
Nova Scotia.

Scott Christian

A Commissioner of the Supreme
Court of Nova Scotia

CANADA
PROVINCE OF NOVA SCOTIA

AFFIDAVIT OF WITNESS

I, Mike MacLeod MAKE OATH AND SAY:

1. THAT I was personally present and did see Scott Christian and Dan McDougall who are duly authorized to execute the instrument in the name of Region of Queens Municipality, who are personally known to me to be the person named therein, and who did duly sign and execute the same for the purposes named herein.
2. THAT Scott Christian is the present holder of the position of MAYOR and Dan McDougall is the present holder of CHIEF ADMINISTRATIVE OFFICER.
3. THAT the same was executed at Liverpool, in the Province of Nova Scotia and that I am the subscribing witness thereto.
4. THAT I believe the persons whose signature I witnessed are at least nineteen (19) years of age.

I CERTIFY that on this day of _____ 2025,
the Deponent came before me, made oath
and swore the foregoing Affidavit at Liverpool,
in the County of Queens and Province of
Nova Scotia.

Mike MacLeod

A Commissioner of the Supreme
Court of Nova Scotia

SCHEDULE "A"

ALL that certain lot, piece or parcel of land situate at Sandy Cove, in the County of Queens and Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a point marked by a stake on the northern side of the Liverpool - Brooklyn Highway, ten feet westerly along said highway from an imaginary perpendicular line drawn so as to pass along the western edge of the store building situated on the lot herein conveyed;

THENCE to run northerly along the eastern line of other lands of George Wallace and Helen Wallace, a distance of 50 feet or to lands of George and Helen Wallace and Eleanor Zinck marked to a stake;

THENCE easterly along the southern line of said lands until it comes to the power lines of the Nova Scotia Power Commission marked by a stake;

THENCE southerly along said Power line a distance of 50 feet or to the Brooklyn - Liverpool Highway, marked by a stake;

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AND BEING AND INTENDED TO BE those lands conveyed by Margaret O. Wolfe and Douglas Wolfe to William Malcolm Girvan, Sr. by Deed dated May, 1991 and recorded in the Registry of Deeds at Liverpool, N.S. on the 25th day of July, 1991, in Book 289 at Page 649.

"CERTIFICATE OF REGISTRAR

I hereby certify that no deed transfer tax has been paid, on this deed by virtue of claimed exemption

Ethne MacEachern
Registrar

Province of Nova Scotia
County of Queens
I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Liverpool in the County of Queens, N.S. at 3:00 o'clock P.M. on the 22nd day of October A.D. 1993 in Book No. 308 at Pages 576-577 as Document Number 3182
Ethne MacEachern
Registry of Deeds for the Registration
District of Queens County

Region of Queens Municipality Staff Report

To: Mayor and Council

From: Richard Lane, Project Officer

Date: April 22, 2025

Re: Road Trails Ad Hoc Committee – scope expansion request

Background


At the regular meeting of Council February 25, 2025, a motion was passed to create an ad hoc committee to research and make recommendations on the subject of designation of 'road trails' in Queens.

The same motion established the mandate and the scope of the committee, with the scope described "to facilitate off highway vehicle access from West Street to Bristol Avenue via the Trestle Trail connection".

Detail

The committee has made good progress in defining the requirements in infrastructure, budget, policy framework, and public consultation that would be needed if a road trail bylaw were to be introduced, combined with the existing Letter of Authority, to create a Trestle Trail connector route for off-highway vehicles from West Street to Bristol Avenue.

However, the committee now requests that Council consider an extension to the scope of highway sections to be considered under this project. The



extended highway sections would be:

1. Bristol Avenue from Hank Snow Drive to the intersection with Milton Road.
2. Hank Snow Drive to Great Oak Park.
3. Milton Road from approximately civic number 35 opposite the entrance to Atlantic Superstore to the intersection.
4. Highway 3 towards Brooklyn as far as the edge of municipal road jurisdiction around Old Cobbs Barn Road.
5. Queens Place Drive and Old Cobbs Barn Road.

The committee would like to include these for consideration for the following reasons:

- a. The previous motion at Council did not include crossing Bristol Avenue to the Hank Snow Museum property as originally desired by the Queens ATV Association and Queens Rails-to-Trails Association. Current scope to the end of the Trestle Trail only gives access to limited services.
- b. While off-highway vehicles may legally cross highways at 90 degrees, crossing Bristol Avenue, Milton Road, or Highway 3 involves crossing three lanes of traffic, and more research is needed to determine if using the intersection lights would be safer.
- c. Not giving users clear direction from the end of the Trestle Trail could result in them traveling in a variety of directions to access services, and doing so in an unexpected, ill-informed, or unsafe manner.
- d. The new provincial policy document released since Council discussed this matter, now potentially allows for trail-to-trail connection and onward travel from the Trestle Trail to the rail trail via Great Hill Road. However, for an application for this provincial road trail designation to be considered, a municipal road trails bylaw needs to include designation where there is a connection to municipal roads.

Budget Impacts

There is no budget impact to extending the scope of research. Any budget considerations will be highlighted when the committee makes its recommendations to Council.



Recommendation

That the Council of Region of Queens Municipality authorises the Road Trails Ad Hoc Committee to include Bristol Avenue from Hank Snow Drive to the intersection with Milton Road, Hank Snow Drive to Great Oak Park, Milton Road from approximately civic number 35 to the intersection, Highway 3 towards Brooklyn to the limit of municipal road jurisdiction, and Queens Place Drive / Old Cobbs Barn Road, when considering making recommendations to Council for designation as road trails.

Region of Queens Municipality Staff Report


To: Council
From: Dan McDougall, Interim CAO
Date: April 22, 2025
Re: MPAL Agreement Renewal

Background

In 2006, the province of Nova Scotia developed a program to support Municipalities in their work to address physical inactivity and sedentary lifestyles, and established a program called the Municipal Physical Activity Leadership Program (MPAL). Region of Queens Municipality was a partner early on, hiring an MPAL in 2008. Since then, the MPAL position has been an ongoing partnership between the Nova Scotia Department of Communities Culture and Heritage and Region of Queens Municipality. The Physical Activity Leader is part of the Municipality's Department of Recreation who develops a county wide Municipal Physical Activity Strategy that encourages and supports physical activity throughout the Municipality. The MPAL staff over the years have been responsible for some exciting and innovative partnerships, programs and activities in many parts of Queens.

Details

The Minister of Communities Culture and Heritage has offered the Municipality a new agreement for the MPAL program, and will invest up to \$30,000 each year for 5 years to continue this longstanding partnership. The term of the agreement is from April 1, 2025 until March 31, 2030, or on an earlier date by either party, according to the terms of the agreement. The agreement may also be renewed with the mutual written consent of both parties. The provincial funding may be used toward salary, benefits, professional development and travel of the MPAL



staff. The Municipality is responsible for the balance of the salary and other employment related costs. The Municipality and Department of Communities, Culture and Heritage have interviewed and hired Morgan MacDonald for the MPAL position.

Applicable Legislation

There is authority for the municipality to enter into the MPAL agreement. Specifically, Section 60 of the Municipal Government Act provides authority for the municipality to enter into agreements with the Province of Nova Scotia to provide or administer municipal services.

Section 65 authorizes the council to expend money on recreation programs and recreation facilities (playgrounds, trails, bicycle paths, swimming pools, ice arenas, and other recreation facilities).

Budget Impacts

The MPAL position was included and approved in the 2024-2025 budget and has been included in the draft 2025 – 2026 budget.

Recommendation

Moved by Councillor _____, seconded by Councillor _____,

 THAT the Council of the Region of Queens Municipality authorize the Mayor and interim CAO to enter into the Agreement for the Municipal Physical Activity Leadership program with Nova Scotia Department of Communities, Culture and Heritage on behalf of the Municipality

Communications

Inform staff in the Department of Communities, Culture and Heritage of the Council decision.



Communities, Culture, Tourism and Heritage
Office of the Minister

1741 Brunswick Street, PO Box 456, Halifax, Nova Scotia, Canada B3J 2R5
Telephone 902-424-4889 • Fax 902-424-4872 • novascotia.ca

File number:
5033666

April 1, 2025

Meghan Roberts
Region of Queens
PO Box 1264
Liverpool NS B0T 1K0

Dear Meghan Roberts:

I am pleased to offer the Region of Queens a new agreement for the Municipal Physical Activity Leadership program which supports your community to employ a staff person to develop and implement a physical activity strategy. We will invest up to \$30,000 annually for five years, as outlined in the program agreement and when conditions are met.

I have asked Elaine Shelton, Manager of Physical Activity, to provide you with an agreement.

I am excited to be able to continue to support your community's efforts to create environments that encourage movement.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Ritcey", with a long horizontal stroke extending to the right.

Dave Ritcey
Minister

cc: Elaine Shelton, Manager of Physical Activity

1. MUNICIPALITY ROLES AND RESPONSIBILITIES

The Municipality is responsible for hiring an MPAL staff person (the “MPAL Staff”) and development, implementation and monitoring of a comprehensive Municipality” wide plan to increase physical activity in the Municipality (the “Plan”).

Specific responsibilities of the Municipality are to:

- 1.1. Identify a supervisor in the Municipality to provide leadership and management of the Plan.
- 1.2. Develop the job description and hiring process for the MPAL Staff in partnership with staff of the Department, and in accordance with the guiding principles set out in Schedule “B”.
- 1.3. Hire and be the employer of the MPAL Staff.
- 1.4. Develop a written planning process, with assistance from the Department, which identifies key tasks such as managing the planning process, gathering information and best practices, Municipality consultation, communication with other Municipality staff and elected officials, involvement by Municipality partners and a time line that concludes with council approval of the Plan.
- 1.5. Submit the written planning process to the Communities, Sport and Recreation Regional Office of the Department within three (3) months of the date the MPAL Staff is hired.
- 1.6. Develop partnerships as needed, with adjacent municipal units, health, education, related organizations and local business.
- 1.7. Lead implementation and evaluation of the Plan, working with local partners and based on available resources.
- 1.8. Ensure the Plan follows the principles set out in Schedule “A”, subject to any amendments to Schedule “A”, and in particular addresses the priorities of the Department which may be updated by the Department from time to time (with six months’ notice), but currently includes: the integration of less-structured physical movement in bouts throughout the day.
- 1.9. Design the Plan to contribute to the following outcomes:
 - A. Social supports for walking, for example community mobilization of volunteers to create social networks that support walking and leveraging campaigns to impact social norms regarding walking.

AGREEMENT made this 1st day of April 2025

BETWEEN:

HIS MAJESTY THE KING in right of the Province of Nova Scotia, represented in this behalf by the Department of Communities, Culture, Tourism and Heritage (hereinafter referred to as the "Department")

OF THE FIRST PART

- and -

REGION OF QUEENS MUNICIPALITY ("the Municipality")

OF THE SECOND PART

WHEREAS there are many health, social, economic and environmental benefits associated with increasing physical activity levels in the Municipality;

AND WHEREAS the government of Nova Scotia, in collaboration with youth, parents and all sectors, wants to address physical inactivity and sedentary time in the Province and avoid the associated social and economic burden.

AND WHEREAS Nova Scotia's Let's get Moving action plan strives to support Nova Scotians to include more movement in daily life;

AND WHEREAS the Department has a program known as the Municipal Physical Activity Leadership Program (MPAL);

AND WHEREAS the Department wishes to provide the Municipality with MPAL funding, which is intended to be used towards hiring qualified leadership to support the development and implementation of a comprehensive plan to encourage physical activity and breaks in sedentary time led by the Municipality.

THEREFORE in consideration of the covenants and agreements contained in this Agreement, the parties agree as follows:

- B. Physical environment supports for walking in the natural or man-made environment, for example stairwell enhancements or building or improving trails, sidewalks and crosswalks.
 - C. Social supports for other less structured movement, for example community mobilization of volunteers to create social networks that support movement that can easily be incorporated into daily life (e.g. cycling, active play) and leveraging campaigns to impact social norms.
 - D. Physical environment supports for other less structured movement, for example changes to the natural and man-made environment that support movement that can easily be incorporated into daily life (e.g. play boxes, community gardens, painted games and bike lanes).
 - E. Policies to support movement, for example, written policies to encourage movement through recreation access, walking meetings and active transportation.
- 1.10. Seek input and feedback from the Department on drafts of the Plan on a timely basis.
 - 1.11. Prepare an annual report on progress towards outlined outcomes (see 1.9), including annual achievements and financial expenditures, to be submitted to the Department in accordance with clause 7.1.
 - 1.12. Participate in provincially sponsored monitoring of the MPAL program in consultation with the Department.
 - 1.13. Participate in provincially and regionally sponsored training and networking events.
 - 1.14. Recognize the Department's contribution to the program in promotional coverage of the Plan.
 - 1.15. Monitor and refresh the Plan after every five years.
 - 1.16. Prepare an implementation strategy for the Plan annually, covering April 1- March 31st of each year of this Agreement.
 - 1.17. Submit the implementation strategy for the Plan to the Department annually by May 15th each year of this Agreement. The implementation strategy must be satisfactory to the Department in form and content.

2. DEPARTMENTAL ROLES AND RESPONSIBILITIES

The Department is responsible for assisting the Municipality with development, implementation and evaluation of the Plan.

Specific responsibilities of the Department are to:

- 2.1. Assist and support the municipality with the staffing process for the MPAL program, including but not limited to developing the job description and selection criteria and participating in the selection committee as required. The Department will review and approve the hiring process and job description before the position is posted.
- 2.2. The Department is not and shall not be deemed to be the employer of the MPAL staff.
- 2.3. Provide consultation, technical advice and support to elected and appointed officials on the Plan.
- 2.4. Provide orientation, training and resource materials on the MPAL program and new and emerging trends that effect physical activity and movement.
- 2.5. Coordinate opportunities for sharing between Municipality units on a regional and provincial basis.
- 2.6. Provide opportunity to apply for funding to support some elements of Plan development, implementation and local monitoring and evaluation.
- 2.7. Inform the Municipality about provincial government policies and programs that affect physical activity.
- 2.8. Provide a template for the annual reporting process, including progress on the Plan and a financial statement.
- 2.9. Coordinate monitoring for the MPAL program.
- 2.10. Provide funding in accordance with Section 4 of this Agreement.

3. TERM

- 3.1. The term of this Agreement will commence on April 1, 2025 and expire on March 31, 2030 or on such earlier date as the Agreement may be terminated pursuant to subsection 5.1 or 5.2.
- 3.2. The Agreement may be renewed with the mutual written consent of both Parties.

4. FUNDING

- 4.1. The Department will make available, subject to the terms of this Agreement, funding in the amount of \$30,000 per fiscal year, to be pro-rated for terms that commence later than April 1st of a given year, such funding to be used towards the salary, benefits, professional development and travel ("Salary and Benefits") of the MPAL Staff to develop and implement the Plan for the MPAL Program.
- 4.2. The annual funding amount in Section 4.1 is to be paid as follows:

- (a) In the first year of the agreement, 80% of the annual funding amount, pro-rated if applicable, on the start date of employment of the MPAL staff;
 - (b) 20% of the initial year funding amount by January 31st of the applicable fiscal year, provided that if the agreement is signed after January 31st, then the total pro-rated amount for the initial year shall be paid on the start date of employment of the MPAL staff;
 - (c) Subject to 4.4, in subsequent years of the Agreement, 80% of the annual funding amount will be paid following the receipt and approval of the annual report, and the remaining 20 % by January 31st.
- 4.3. The Municipality agrees to make contribution of a minimum of \$22,000 per fiscal year, toward the Salary and Benefits, professional development and travel of the MPAL Staff for the MPAL Program each year of the Agreement. The contribution will be pro-rated for terms that commence later than April 1st of a given year.
 - 4.4. The payment of funds by the Department is contingent upon receipt of the Annual Report from the Municipality as set out in clause 7.2.
 - 4.5. The Department's obligation to pay money to the Municipality under this Agreement is subject to an annual appropriation being available in the fiscal year of the province during which the payment becomes due.
 - 4.6. The Municipality agrees that the annual funding amount shall be adjusted and pro-rated based on the actual cost of the Salary and Benefits of the MPAL Staff in a given year at the Department's discretion.
 - 4.7. The Municipality agrees that if a surplus of funds remains at the end of the term of this Agreement, the funds will be dispersed in the manner agreed to by the Department.

5. TERMINATION

- 5.1. In the event that the Municipality fails to keep, observe or perform any of the other terms, conditions or covenants herein contained or allows such default to continue for ten (10) days after notice of such default has been given to the Municipality, the Department may terminate this Agreement by giving forty-five (45) days' notice in writing.
- 5.2. Notwithstanding subsection 5.1, either party may terminate this Agreement at any time by giving at least six (6) months' notice.
- 5.3. The Municipality, as employer of the MPAL Staff, is responsible for any amounts owing to the MPAL Staff on or after termination of this Agreement for any reason.

6. NOTICE

6.1. Throughout the Term of this Agreement, all notices and communications in connection with this Agreement are to be addressed to:

The Department

Manager, Physical Activity
Communities, Culture, Tourism and Heritage
3rd Floor 1741 Brunswick Street
PO Box 456 Stn Central
Halifax NS B3J 2R5

The Municipality

Meghan Roberts
Region of Queens Mun.
249 White Point Rd
PO Box 1264
Liverpool NS B0T 1K0

7. RECORDS

- 7.1. The Municipality agrees to maintain records and program documentation for the MPAL program satisfactory to the Department during the Term of and for a period of seven (7) years from the Termination of this Agreement. In order for the Department to monitor the quality of services performed, the Municipality agrees to permit the Department full access to all records, accounts and facilities related to the program and to meet with members of staff of the program at mutually agreeable times.
- 7.2. The Municipality shall provide the Department with a copy of an annual report related to the program, following the template provided by the Department, no later than May 1st of each year, starting May 1st, 2025.

8. GENERAL

- 8.1. This Agreement may be amended by the parties by agreement in writing, with the exception that the Department may unilaterally amend the program plan outlined in Schedule "A" and the priority listed in clause 1.8. If the Department amends the plan principles or priorities it will provide six months' notice of the upcoming change and will work with the Municipality to develop an appropriate transition plan.
- 8.2. If anything is required to be done by the Department pursuant to this Agreement, it may be done by anyone duly authorized to act on the Department's behalf.
- 8.3. The Municipality shall not assign or subcontract this Agreement or any part thereof prior to obtaining the written consent of the Department, whose consent may be withheld for any reason.
- 8.4. The Municipality is acting as an independent contractor in the performance of this Agreement and shall not be deemed to be an employee, agent or in a joint venture

with the province.

- 8.5. The Municipality acknowledges that the Department is subject to Nova Scotia's Freedom of Information and Protection of Privacy Act and that this Agreement or portions of it are subject to disclosure in accordance with the provisions of that Act.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be properly executed on the dates hereinafter set forth.

SIGNED, SEALED AND DELIVERED
in the presence of

HIS MAJESTY THE KING in right of the
Province of Nova Scotia as represented in this
behalf by the Department of Communities,
Culture, Tourism and Heritage

Witness

Per:

Date

Witness

REGION OF QUEENS MUNICIPALITY

Per: Dan McDougall, Interim CAO

Date

Schedule "A" PLAN PRINCIPLES

The following principles should guide the development of Municipality wide plans to increase physical activity and decrease sedentary behaviour. It is expected that each plan will show how each principle is addressed:

Priority Principles

1. **Focus on populations that are less active or sedentary:** Moving sedentary people from light or no activity to a point where they accumulate more activity is considered an important gain from a population perspective. Achieving the recommended movement guidelines is better but some activity is better than none. Small amounts of movement integrated throughout the day count. Groups for consideration include the less active population in general, the aging population (45 years+), adolescents, females in these specific age groups.
2. **Equity:** Eliminate disparities in access to physical activity opportunities and reduce social and health inequities that arise as a result of factors such as geography, ethnicity, gender, and socio-economic status by supporting groups with inequitable access to physical activity resources. Priority groups may vary depending on the Municipality.

Additional Principles

3. **Comprehensive and cross setting:** Use multiple strategies and multi-level interventions to address factors influencing movement behavior at the policy, individual, social and physical environment, levels. This includes physical activity in settings other than recreation such as active transportation, work or school and the home environment.
4. **Partnerships:** Invite relevant sectors of society to collaborate in promoting movement and creating an active Municipality. Potential partners include government and non-government organizations, health, Municipality services, justice, schools, Municipality groups, and business, at all levels. Successful Municipality wide approaches often include focus on key settings.
5. **Whole of Municipal Government:** Integrate physical activity and the creation of active communities into the existing planning and decision-making processes of all relevant operational areas in the local government. Use physical activity to meet Municipality objectives by linking physical activity plans to other municipal/band strategies and aligning physical activity plans with the priorities of other sectors.
6. **Sustainable:** Seek political, organizational, and financial commitment from active Municipality partners for long-term physical activity approaches.
7. **Municipality Involvement:** Involve local residents in creating active Communities and make it easy for people to participate in Municipality consultations, planning, and implementation activities.

8. **Evidence-Informed and Effective:** Use the best available evidence of what works to inform decisions in policy, planning, and practice.
9. **Tailored to the Municipality:** Adapt physical activity interventions to the local context and ensure that existing Municipality assets are used where appropriate.
10. **Whole Population Reach:** Design physical activity interventions and approaches to reach as many people as possible while recognizing that some groups need special attention. Use a life-course approach to address the needs of people in various phases of human development i.e. children, youth, families, adults, the aging population and elders.
11. **Capacity Building:** Build the commitment, skills, and knowledge of active Municipality leaders and partners at all levels through training in physical activity interventions.

SCHEDULE "B"**MPAL STAFF POSITION PRINCIPLES**

1. The MPAL staff position (the "MPAL Staff") will work in cooperation with appropriate Municipality staff to use the Plan to identify actions expected by a range of staff or elected officials. For example, public works staff may need to salt sidewalks at a different time, or the CAO or Band manager may need to talk with the School Board Superintendent or Education Director about Municipality use of schools.
2. Cooperation with other Municipality departments and staff (such as recreation, planning, tourism, health, education etc.) is essential.
3. The MPAL Staff is not intended to replace or duplicate ordinary functions of the Municipality recreation department. Some latitude may be given to establish the basic functions of a recreation department where none currently exists, but the priority will remain physical activity outcomes.
4. The duties of the MPAL Staff should reflect the diversity of the Plan in terms of requiring multiple actions covering policy development, program development, public awareness and changes to the social and built environments.
5. The MPAL Staff can be expected to play a fair and equal role with Municipality-wide priorities from time to time.
6. The MPAL Staff is expected to participate in regional physical activity projects and teams.