

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

**Tuesday, June 22, 2021**

**6:00 p.m.**

### **Agenda**

This meeting will be held virtually using the free software program known as Zoom. If you wish to watch/listen to the meeting through Zoom, please contact Heather Cook at [hcook@regionofqueens.com](mailto:hcook@regionofqueens.com) (902) 354-5741 to receive the meeting link details.

- 1.0 Call to Order**
- 2.0 Changes / Approval of Agenda**
- 3.0 Presentations**
- 4.0 Tabling of Petitions**
- 5.0 Public Question / Comment Session**
- 6.0 Approval of Minutes**
  - 6.1 Regular Council – June 8, 2021
  - 6.2 Public Hearing – June 8, 2021
- 7.0 Dangerous or Unsightly Premises**

## **8.0 Economic Development**

- 8.1 ECDIS (Early Childhood Development Intervention Association)  
Contract Renewal QPEC (Recommendation)

## **9.0 Corporate Services**

- 9.1 Policy 90 – Respectful Workplace (Recommendation)
- 9.2 Policy 91 – Human Rights and Harassment (Recommendation)
- 9.3 Policy 23 – Regular Meetings of Council (Recommendation)
- 9.4 Memorandum of Understanding (MOU) respecting the Use of  
Community/Business Facilities for Public Showers during a Period of  
Extreme Dry Weather (Recommendation)

## **10.0 Engineering & Public Works**

## **11.0 Finance**

## **12.0 Recreation & Healthy Communities**

## **13.0 Planning**

- 13.1 Sale of Municipal Land (Recommendation)

## **14.0 Reports**

- 14.1 Council Implementation Report

## **15.0 In-Camera Items**

## **16.0 Adjournment**

**Region of Queens Municipality Regular Council  
Tuesday, June 8, 2021, 9:00 a.m. via Zoom**

**6.1**

**Minutes**

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

**1.0 Call to Order**

Mayor Norman called the meeting to order at 9:05 a.m.

Mayor Norman made a statement regarding the recent acknowledgement of 215 children's remains in Kamloops, British Columbia.

A minute of silence was held in honour of the 215 children.

**2.0 Changes / Approval of Agenda**

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

**MOTION CARRIED unanimously.**

**3.0 Presentations**

There were no presentations to come before this meeting.

**4.0 Tabling of Petitions**

There were no petitions to come before this meeting.

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

Shannon Jollimore, 660 Highway 8, Milton – Ms. Jollimore stated she works at Wa-Su-Wek Inc. at 85 Hillside Road in Brooklyn and they are interested in getting started on the self-storage business. Everything would be contained within the building and within business hours, unless required after hours. In that case, there would be no access without someone present and would be by appointment only.

Leon Robertson – College Street, Liverpool – Mr. Robertson offered his opinion under Item 9, stating the proposed policies on a respectful workplace and human rights and harassment are very comprehensive and understands that there were complaints in the past in these areas and is hopeful that these will pass.

He further enquired under Item 10.2. If the application is approved, will it cause more flooding in the parking lot along the waterfront. Mayor Norman stated this question will be directed to the Director of Engineering & Public Works when the matter is discussed on the agenda.

## **6.0 Approval of Minutes**

6.1 Regular Council – May 25, 2021

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

**THAT the minutes of the Regular Council meeting held May 25, 2021 be approved as circulated.**

**MOTION CARRIED unanimously.**

## **7.0 Dangerous or Unsightly Premises**

There were no items to come before this meeting.

## **8.0 Economic Development**

There were no items to come before this meeting.

## **9.0 Corporate Services**

### 9.1 Policy 90 – Respectful Workplace

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

**THAT Council of Region of Queens Municipality approve Policy 90 – Respectful Workplace.**

Chris McNeill, CAO, stated this policy is a reflection of a need and a request from over a period of time from staff and members of Council. As noted, there have been complaints in the past but because there is no formal policy, there is no clear rules and regulations of what is acceptable behavior and what is not acceptable. People have felt they could not bring forward any type of concerns because there was not a process to deal with them. The process clearly outlines what is respectful and what is disrespectful behavior and provides examples for clarification.

There is accountability which essentially says every member of staff and Council and community members on public committees are responsible for their own actions and words and are also responsible that our workplace is respectful and safe. We all have a duty to ensure that not only ourselves, but that other people follow the rules and are respectful as well.

There is an informal process and formal process to deal with complaints. If the complaint can be dealt with informally, that is the first step and there is a process. If the complainant feels uncomfortable with the informal process or that it cannot be dealt with, there is a formal process. The formal process is a documented written report, followed by an Investigation and then a decision is made as to what the recommendation and outcome should be.

Collective Agreements takes precedence over this policy.

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

**THAT the motion be deferred to June 22, 2021 Council meeting to allow for additional time for review and processing of the policy.**

**MOTION CARRIED with 6 in favour and 2 against.**

9.2 Policy 91 – Human Rights and Harassment

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

**THAT Council of Region of Queens Municipality approve Policy 91 – Human Rights and Harassment.**

Mr. McNeill stated this is a companion policy to Policy 90 – Respectful Workplace. This policy deals specifically with those items covered under the Nova Scotia Human Rights Act, which are contained in the policy under the definitions section, which defines what harassment is and defines what the prohibitive grounds are.

If a member of staff or Council, or public committee members feel there has been a contravention of any of the aspects of the Nova Scotia Human Rights Act, they have an informal process to try to find resolution. If resolution cannot be attained through the informal process, there is a formal process to file a complaint and have an adjudication carried out based on the policy.

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

**THAT the motion be deferred to June 22, 2021 Council meeting to allow for additional time for review and processing of the policy.**

Deputy Mayor Muise took the Chair at 9:28 a.m.

Mayor Norman stated that she would like to speak on the matters to defer. Council received this information a week ago and believe the policies are straightforward and very specific. As Mr. McNeill referenced, there have been complaints and conversations over the years respecting the need for these policies. As many of you are aware up until this point in time, Council have never been involved in these policies and that has created issues in the past.

This policy goes hand in hand with the first policy. I ask that we listen, read and ask our questions prior to the meeting so these matters are not deferred.

Councillor Fancy stated that the policies were not received until Thursday last week and if anyone felt uncomfortable approving it as is they should be able to defer and not feel under the scope in doing so.

Councillor Brown stated he felt the policies were good and some members want to defer them because a few pieces of language needing more clarity.

**MOTION CARRIED unanimously.**

Mayor Norman resumed the Chair at 9:30 a.m.

## **10.0 Engineering & Public Works**

### 10.1 Provincial Capital Assistance Program (PCAP) Application

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

**THAT the Council of Region of Queens Municipality authorize the submission of an application to Nova Scotia Department of Municipal Affairs Provincial Capital Assistance Program for 50% funding of a new bulk water station.**

Mayor Norman stated RQM currently allows access to treated water in bulk; not including the water well on the west side. This deals with the ability for RQM to charge large bulk water users of treated water who are currently using for free, that the water utility is currently paying for.

There are currently large users of treated water for a variety of uses.

Adam Grant, Director of Engineering & Public Works, stated RQM has ad hoc users that have an opportunity to receive bulk water when they need it, i.e. pressure washers, etc. We do give away a considerable quantity to private industry for their exclusive use. This is non-typical availability for any utility to offer that service, so we are looking to provide a program in place that we can charge back the use in favour of the utility.

Councillor Gidney enquired if other locations besides Henry Hensey Drive were considered for the bulk water station. Mr. Grant stated yes, but the Henry Hensey Drive site was chosen due to the existing infrastructure to minimize the cost and incur substantial savings.

Councillor Charlton stated as per the report the projected revenue is expected to be \$15,000 - \$28,000, of which is not all profit as some will be operating expenses. What are the operating expenses and how would it look overall? Mr. Grant stated RQM would have the capacity to offer bulk water to users that we have never offered to in the past that have been looking for this service. There are contractors that would like to fill swimming pools, but there is no opportunity to buy it in Liverpool and must travel outside to purchase.

Councillor Charlton further enquired if there would be an increase in traffic or congestion in the area. Mr. Grant stated the door is presently not in use and does not impede any other parking spots and does not foresee any issues.

The production in general will increase as it costs to create the water, so there will be increased expenses in that area. We do not have an exact figure, but projected figures based on what we know people are presently using and projected forward.

Councillor Fancy enquired if there was any concern for water levels. Mr. Grant stated there is ample capacity to offer this service but would certainly cease should things change.

Councillor Amirault asked if the fees are in line with other areas. Mr. Grant stated we are in the middle range compared to others that offer a sale of bulk water, but may change as the project progresses.

**MOTION CARRIED unanimously.**

## 10.2 Flood Risk Infrastructure Investment Program (FRIIP) Application

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

**THAT the Council of Region of Queens Municipality authorize the submission of an application to Nova Scotia Department of Municipal Affairs Flood Risk Infrastructure Investment Program for 50% funding for flood mitigation measures required on Market Street, Liverpool.**

Mr. Grant stated CBCL provided a study of the waterfront and identified issues for parking lot flooding. One issue resulted in how vulnerable Market Street is for emergency services from Liverpool, Milton and Brooklyn, etc. The first step in resolving some of the issues is to make Market Street more sound when it comes to flooding in that area.

Councillor Charlton stated further to Leon Robertson's comment, could this create other problems for the existing buildings. Mr. Grant stated the proposed project would not create any further benefits or risks to existing properties; it will only benefit the street and motorists using them.

Mr. McNeill commented the work that RQM is proposing to undertake, if there is continued or worsening flooding on the waterfront, the continuing sea level rise and other aspects of climate change would be the reason and not the work we are undertaking.

**MOTION CARRIED unanimously.**

## 11.0 Finance

### 11.1 RFP Banking Services

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

**THAT Council of Region of Queens Municipality contract the Municipality's banking services with the Bank of Montreal for the next two years, with an option to renew in each of the subsequent three years.**

Joanne Veinotte, Director of Corporate Services, stated four proposals were submitted and evaluated by the members of the Audit and Internal Control Committee (AICC). Step 1 was done anonymously. The top two proposals were circulated in full and evaluated again. All members of the AICC placed the same bank at the top.

The potential revenue is significant because we can make better decisions. For example, our interest revenue in our operating reserves for the year ending March 2020 was \$286,000 compared to March 2021 at \$94,900, a significant loss of interest because of interest rates dropping and the economy, which we have no control over.

**MOTION CARRIED unanimously.**

## **12.0 Recreation & Healthy Communities**

### 12.1 Community Investment Fund 2021-2022

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

**THAT the Council of Region of Queens Municipality provide grant funding to Queens County Museum in the amount of \$5,000 from the 2021-2022 Community Investment Fund.**

Dana Henley, Community Development Coordinator, stated Queens County Museum applied for operational funding. The original request was for \$8,000. Under the policy they do not qualify for that amount because they do not own or lease their facility, it is currently owned by the Province of Nova Scotia, so they qualified for the next level down which would be up to \$5,000.

**MOTION CARRIED unanimously.**

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

**THAT the Council of Region of Queens Municipality provide grant funding to Big Brothers Big Sisters of South Shore in the amount of \$375 from the 2021-2022 Community Investment Fund.**

Dana Henley, Community Development Coordinator, stated Big Brothers Big Sisters of South Shore applied for \$1,500 operational funding. Our policy states that if an organization has more than 50% surplus for the previous two years they are not eligible for funding. When the financial information was reviewed that was submitted with their application, the budget for 2020 showed they were over the 50%; however, for 2019, they were just under 50%, so they are still eligible for funding. Because they were within 5% of the 50% surplus, we reduced the recommended amount.

**MOTION CARRIED unanimously.**

### **13.0 Planning**

#### 13.1 Self-Storage – 85 Hillside Road by Development Agreement

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

**THAT Council of Region of Queens Municipality adopt an administrative policy respecting amendments to an existing development agreement with Wa-Su-Wek Ltd., dated October 29, 1999, to allow for a self-storage business on property identified as PID# 70218896 and located at 85 Hillside Road in Brooklyn.**

Mayor Norman enquired that if motion passed, when would Wa-Su-Wek Ltd. be able to begin the self-storage business. Mike MacLeod, Director of Planning & Development, stated potentially the first part of July, as per the MGA, once the notice of passing has been advertised, the 14-day appeal period is completed and registration with Registry of Deeds is complete, they would be able to start their business.

**MOTION CARRIED unanimously.**

## 14.0 Reports

There were no reports to come before this meeting.

## 15.0 In-Camera Items

**It was moved by Councillor Gidney and seconded by Councillor Brown that the proceedings go In-Camera at 9:52 a.m. to discuss the following:**

- 15.1 Lease of Municipal Property
- 15.2 Contract Negotiations

**MOTION CARRIED unanimously.**

**It was moved by Councillor Brown and seconded by Councillor Amirault that the proceedings exit In-Camera at 10:52 a.m.**

**MOTION CARRIED unanimously.**

## 16.0 Adjournment

The meeting adjourned at 10:52 a.m.

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Mayor Darlene Norman, Chair

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Chris McNeill, CAO

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Christine Watson, Administrative Assistant – Planning & Development

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

## **Region of Queens Municipality**

**6.2**

### **Public Hearing**

**to Amend an existing Development Agreement  
with Wa-Su-Wek Ltd. to allow for a Self-Storage business on  
property located at 85 Hillside Road in Brooklyn  
Tuesday, June 8, 2021 via Zoom  
9:00 A.M.**

### **Minutes**

Members of Council: Mayor Darlene Norman, Chair  
Deputy Mayor Kevin Muise  
Councillor Ralph Gidney  
Councillor Maddie Charlton  
Councillor Vicki Amirault  
Councillor Jack Fancy  
Councillor David Brown  
Councillor Carl Hawkes

Members of Staff: Chris McNeill, CAO  
Mike MacLeod, Director of Planning & Development  
Heather Cook, Communications & Engagement Coord.  
Christine Watson, Admin. – Planning & Development

Public: two members of the Public

### **Call to Order**

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

## **Remarks**

Mayor Norman stated the purpose of the Public Hearing is to provide any interested person an opportunity to present an oral or written presentation to Council of Region of Queens Municipality with regard to its intention to amend an existing Development Agreement with Wa-Su-Wek Ltd. to allow for a self-storage business on property identified as PID #70218896 and located at 85 Hillside Road in Brooklyn.

Mayor Norman reviewed the procedures for the Hearing which were provided on the agenda.

## **Reports and Presentation by Staff**

Mike MacLeod, Director of Planning & Development, provided background stating an application was received to enter into a development agreement for a self-storage business on property located at 85 Hillside Road in Brooklyn.

The property is zoned as General Residential (R2) under the Land Use Bylaw. The property owners currently operate a small manufacturing business that produces small Christmas wreath rings and novelty items. This use was permitted through a previous development agreement with RQM in 1999. The self-storage business is not a permitted use within the General Residential (R2) zone. With the new policy in the Planning Strategy, Council has the ability to consider amendments to the current development agreement to allow for the self-storage use. The MPS does contain policy that includes items Council must take into consideration when entering into a development agreement or amending the existing one. In January, Council approved amending the Municipal Planning Strategy (MPS) and Land Use Bylaw which would enable Council to consider such uses by development agreement.

The property is located at 85 Hillside Road in Brooklyn and is in a primarily low-density residential development area. The lot size is approximately 1 acre with a building of 4,900 square feet.

As indicated, the current development agreement allows Council to consider amendments. We have supporting policy to allow Council to move forward with such a request. Two potential options:

1. Maintain status quo (deny development agreement request), or
2. Amend current agreement to include the establishment of a self-storage business.

Staff and the Planning Advisory Committee met on May 3, 2021 and are supportive of moving forward with the application to amend the Development Agreement.

### **Written and Oral Presentations**

There were no written or oral presentations made.

Mayor Norman asked if there were any members of the public who wished to speak on this matter; hearing none, declared the Public Hearing adjourned at 9:05 a.m.

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Mayor Darlene Norman, Chair

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Chris McNeill, CAO

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Christine Watson, Administrative Assistant – Planning & Development

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

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

**8.1**

To: Council

From: Steve Burns, Manager of Events, Promotions & Sponsorship

Date: June 22, 2021

Re: ECDIS Contract Renewal QPEC

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### **Background**

The lease space adjacent to the main lobby and administration office at Queens Place Emera Centre consists of a reception/common area, main office, secondary office and a washroom, for a total of 931sq. ft.


Over the last 9 years, this space has been occupied by three organizations:

- January 2012, through 2014, Queens Youth Health Centre Association, commonly known in the community as the Teen Zone.
- September 1, 2014, to mid-2018, the Fisheries Safety Association of Nova Scotia.
- September 1, 2018 to August 31, 2021, Nova Scotia Early Childhood Development Intervention Services, this contract due to expire.

### **Details**

September 2018, the Early Childhood Development Intervention Association (ECDIS), signed a 3-year lease, including a right to renew.

Set to expire August 31, 2021, the original 3-year term called for a rate of \$9.00 per sq. ft., equivalent to payment to Region of Queens Municipality of \$8,379 annually.



Upon review, a 3-year renewal and effective September 1, 2021 to August 31, 2024 at a rental rate of \$9.50 sq. ft., has been agreed upon and is equivalent to payment to Region of Queens Municipality of \$8,845 annually.

### **Applicable Legislation**

Section 50(5)(c) of the *Municipal Government Act* states that a municipality may lease property owned by the municipality at market value.

### **Budget Impacts**

The rent payable to the Municipality annually for a 3-year term will be approximately \$8,845 effective September 1, 2021 to August 31, 2024.

### **Recommendation**

THAT Council of Region of Queens Municipality enter into the proposed 3-year lease agreement with Early Childhood Development Intervention Association (ECDIS).

### **Communications**

Public acknowledgement of this lease renewal will be posted on our website and social media sites.

**THIS LEASE** made this        day of June, 2021,

**BETWEEN:**

**REGION OF QUEENS MUNICIPALITY**, a municipal Corporation duly incorporated under the laws of the Province of Nova Scotia and having its principal place of business at Liverpool, Nova Scotia, hereinafter called the "**Landlord**"

**OF THE FIRST PART**

**-and-**

**ECDIS INTERVENTION ASSOCIATION (ECDIS)**, a provincial not-for-profit organization, hereinafter called the "**Tenant**"

**OF THE SECOND PART**

**NOW THEREFORE THIS LEASE WITNESSETH** that in consideration of the rents to be paid by the Tenant to the Landlord and the terms hereinafter reserved and contained the Landlord and the Tenant covenant and agree as follows:

**1. PREMISES, EQUIPMENT AND FURNISHINGS**

- a) In consideration of the rents reserved and the covenants and agreements herein set forth, the Landlord leases to the Tenant the premises more particularly depicted in Schedule "A" attached hereto (the leased premises") and the equipment and furnishings as listed in Schedule "B" attached hereto situate at Queens Place Emera Centre at 50 Queens Place Drive in Liverpool, Nova Scotia.
- b) The Leased Premises shall be approximately 931 square feet of space. The furnishings and equipment set forth in Schedule "B" shall be located on and within the leased premises for the Tenant's exclusive use during the term of the lease or any extensions thereof.
- c) With respect to the equipment, fixtures and furnishings that are identified in Schedule B and are being leased hereunder the following conditions shall apply:
  - i) The Tenant shall be responsible to pay all future costs associated with the said equipment, fixtures and furnishings including all repair costs, replacement costs, service contract costs and insurance costs.
  - ii) Any new furnishings, fixtures and equipment purchased by the Tenant for use in the premises shall remain the property of the Tenant and may be removed by the Tenant at any time prior to the end of the current term of this lease or any renewal thereof. This excludes any replacement by the Tenant of equipment listed on Schedule B and owned by the Landlord.
  - iii) At the end of the current term of lease or any renewal thereof, the tenant shall return to the landlord all equipment identified in Schedule B in a condition that is reasonable given the number of years the tenant has made use of the equipment. If the original equipment is no longer in use, substitute equipment of the same or better quality, shall be left on the leased premises. For further clarity, it is hereby agreed that all equipment to be returned to the Landlord upon the termination of this lease or any renewal thereof, shall be in workable condition, reasonable wear and tear accepted however any equipment with graffiti, cuttings, engraving and carvings, shall be replaced.

## **2. TERM**

Unless otherwise terminated in accordance with the provisions hereof, the term of this lease shall be for a period of three years commencing September 1, 2021 ("Commencement Date") and ending on August 31, 2024 ("Termination Date").

## **3. RIGHT OF RENEWAL**

- a) Subject to paragraph 3(b) hereof, at the expiration of this agreement the Tenant shall have the right to continue renting the premises upon such terms and conditions as herein set forth at the sole discretion of the Landlord with the rent to be paid for any new term to be set by the Landlord on a good faith basis, bearing in mind the then current rental market rates and vacancy levels.
- b) The Tenant shall notify the Landlord in writing of its intention to renew the lease or vacate the premises six (6) months prior to the expiration of the current term of the lease.
- c) With respect to the right of renewal granted herein, provided it is not in default under this lease and provided it gives notice to the landlord at least six (6) months prior to the expiry of the current term, the Tenant shall have the option to renew at the Landlord's discretion. It is intended that the renewal of the lease shall be signed within the six (6) month notice period referred to in subparagraph 3(b) hereof. If the tenant fails to exercise the said option to renew within the allowable timeframe and in the manner herein set out, the option to renew shall be null and void and the lease will end at the expiry of the current term.
- d) The Tenant agrees to permit the Landlord or its agents to exhibit the premises to prospective new tenants upon reasonable notice during normal business hours for the last six (6) months of the current term of this lease or any renewal term should the current Tenant not be leasing the space any further at the end of the current lease term.

## **4. RENT**

- a) The Tenant shall pay as gross rent ("gross rent") hereunder during the initial term of the lease an annualized sum of Nine Dollars Fifty-Cents (\$9.50) per square foot or Eight Thousand Eight Hundred Forty-Five Dollars (\$8,845) for a three-year term from September 1, 2021 and ending August 31, 2024, payable in equal monthly instalments in advance on the first day of each month to the Region of Queens Municipality.
- b) Rent includes the costs of snow removal, sprinklers, real property insurance, sewer and grounds maintenance costs, water charges and power charges and 8 hours of use of the community room per year. In addition to the Rent the Tenant shall be solely responsible for the provision and payment of cleaning services for the identified space, as well as telephone and/or cable services and any supplies required to operate.
- c) The Tenant agrees that any rental payment due hereunder which remains unpaid for more than ten (10) days beyond its due date, shall thereafter bear interest at the rate of 1.5% per month until full payment is made.
- d) All amounts to be paid hereunder shall be paid in Canadian funds and all amounts referred to herein are exclusive of any applicable Harmonized Sales Tax which tax shall also be paid by the Tenant to the Landlord.

## **5. USE OF PREMISES**

- a) It is understood and agreed by the parties that the premises will be used by the Tenant as Administrative Offices of ECDIS and will not be used for any other purposes during normal hours of operation for Queens Place Emera Centre. These proposed hours of operation are Monday to Friday 9:00 a.m. to 9:00 p.m. and Saturday and Sunday 9:00 a.m. to 4:00 p.m. These hours of operation however; are subject to periodic revision or exception with the prior written notification being provided by the Landlord. Closures due to inclement weather or other temporary closures will be performed as deemed necessary by the Director of Recreation and Healthy Communities and notification will be provided to the staff of ECDIS.
- b) Should the Landlord during the term of this lease seek to impose on the Tenant hours of operation which substantially reduce those hours of operation as set forth above and the new hours have the effect of disrupting the provision of activities being offered by the Tenant, then in such circumstances, the Tenant may seek a reduction in the rent payable hereunder through mutual negotiation with the Landlord. Should those negotiations fail to achieve a mutually acceptable new rent, the Tenant may then terminate this lease upon sixty (60) days written notice to the Landlord.
- c) The Tenant shall be solely liable for the actions of its staff and for all activities conducted or undertaken by the Tenant and its employees, agents, customers or invitees within the leased premises.
- d) The Tenant shall also ensure that any use of the leased premises shall be in conformity with all laws, bylaws or regulations validly enacted by any federal, provincial or municipal authority.
- e) Access to the premises shall be provided through keys or swipe cards provided by the Landlord to the Tenant including specific staff that requires independent access as authorized by the Tenant. At no time shall the Tenant, its staff, or agents duplicate any keys or swipe cards. Additional keys may be requested from time to time from the Director of Recreation and Healthy Communities.
- f) The Tenant shall ensure that anyone working in the leased space has obtained a recent criminal record check, and where applicable a vulnerable sector check, and supply this information to the Director of Recreation and Healthy Communities or designate of Queens Place Emera Centre.

## **6. DAMAGE AND DESTRUCTION OF THE PREMISES**

- a) If during the term of this lease the building or grounds are damaged in any way by the Tenant, the Tenant shall immediately take all steps required to ensure the necessary repairs are carried out so as to return the building to its original condition. Should the Tenant fail to repair the building after having been given thirty (30) days written notice by the Landlord to do so, the Landlord shall then be permitted to carry out all necessary repairs and to, therefore, bill the Tenant for same. The Tenant shall be required to reimburse the Landlord for the repair costs within thirty (30) days of receiving the invoice for the work which has been done.

- b) The Tenant further agrees that it shall indemnify and save harmless and pay the cost of defending the Landlord, its officers, agents, and servants, or any of them, from all manner of actions, causes of action, claims, or suits of any nature whatsoever, in law or in equity, or before any administrative tribunal, that may be commenced by any person for any reason as a result of the use and occupation by the Tenant of the leased premises, or the use by the Tenant of the personal property herein provided for the Tenant's use. Provided, however, that this indemnity shall not apply to injury or loss occasioned by the negligence of the Landlord, its servants or agents.

## **7. ALTERATIONS**

With the exception of cosmetic changes, which are limited to wall painting, artwork and wall hangings, the Tenant shall not make any alterations to the interior of the leased premises without the prior written consent of the Landlord.

## **8. SUBLET, ASSIGNMENT**

The Tenant shall not be permitted to assign its rights under this lease agreement nor is it permitted to sublet the leased premises without the prior written consent of the Landlord.

## **9. EXPIRATION OR TERMINATION**

- a) The Landlord reserves the right, upon ninety (90) days written notice to the Tenant, to terminate the Lease, without cause. Upon the expiration or termination of this lease, the Tenant shall return the leased premises to the Landlord in a fit and proper condition, subject to reasonable wear and tear as described in clause 1.c.iii.
- b) That upon the expiration, or sooner termination of the lease of the leased premises, the Tenant may remove any leasehold fixtures installed by the Tenant, provided however, that the Tenant shall repair any damage occasioned by the removal of such fixtures and shall, as near as practicable, restore the leased premises to their condition as at the date of the commencement of this lease.

## **10. INSURANCE**

The Tenant shall also be obligated to obtain and pay for property casualty and public liability insurance with respect to the leased premises and the contents thereof. Such insurance shall be required to be in place immediately upon the execution of this lease and shall be in a form satisfactory to the Landlord. A copy of the policy of insurance, and any subsequent policies shall be forthwith provided to the Landlord. Without limiting the generality of the foregoing, such insurance policy shall contain the following provisions:

- i) Public Liability and property damage shall be in an amount of not less than two million dollars (\$2,000,000) per occurrence and shall be in the name of the Tenant, with the Landlord included as an additional insured.
- ii) Such insurance shall contain a rider or endorsement that the Landlord shall be given fifteen working days notice, in writing, prior to the occurrence of any of the following events:
  - i) Cancellation of the policy;
  - ii) Non-renewal of the policy;
- iii) Modification of any of the terms or conditions of the policy.

11. **IT IS UNDERSTOOD AND AGREED** that this lease shall be binding upon the parties hereto, as well as their successors and assigns, and that the terms "Landlord" and "Tenant" shall, where the context allows, include their successors and assigns, as the case may be.

12. **IT IS FURTHER UNDERSTOOD AND AGREED** that any notice required to be given by the terms of this lease may be given in the following manner:

- a) by personal service on the parties hereto;
- b) by registered prepaid post to the address as follows:

To the Landlord: P.O. Box 1264  
Liverpool, NS  
BOT 1K0  
Attention: Chief Administrative Officer

To the Tenant: ECDIS Intervention Association  
P.O. Box 630  
Milton, Nova Scotia  
BOT 1P0  
Attention: Regional Director

- c) to such other address as may be provided in writing by one party to the other.

**IN WITNESS WHEREOF** the parties have caused their corporate seals to be affixed by their duly authorized signing officers on the date and year above written.

**SIGNED, SEALED AND DELIVERED)**

in the presence of

_____	)	<b>REGION OF QUEENS MUNICIPALITY</b>
	)	
	)	
_____	)	_____
Witness	)	Mayor
	)	
_____	)	_____
Witness	)	Deputy Clerk
	)	
	)	
	)	<b>ECDIS INTERVENTION ASSOCIATION</b>
	)	
_____	)	_____
Witness	)	Executive Director
	)	
_____	)	_____
Witness	)	Chairperson

**CANADA  
PROVINCE OF NOVA SCOTIA  
COUNTY OF QUEENS**

On this        day of June, 2021, before me, the subscriber personally came and appeared        , a subscribing witness to the foregoing Instrument, who having been by me duly sworn, make oath and said that Darlene Norman and Shelley Connolly, on behalf of **Region of Queens Municipality**, one of the parties thereto, signed, affixed the corporate seal, and delivered the same in their presence.

---

A Commissioner of the Supreme Court  
of Nova Scotia

**CANADA  
PROVINCE OF NOVA SCOTIA  
COUNTY OF QUEENS**

On this        day of June 2021, before me, the subscriber personally came and appeared        , a subscribing witness to the foregoing Instrument, who having been by me duly sworn, make oath and said that        and        , on behalf of **ECDIS Intervention Association** one of the parties thereto, signed, affixed its seal, and delivered the same in their presence.

---

A Commissioner of the Supreme Court  
of Nova Scotia



**Nova Scotia Early Childhood Development Intervention Services  
Lease - Schedule "B"**

- 1 Teknion Expansion Private Office Workstation
- 1 Microwave
- 1 Mini Fridge
- 1 Wall Mounted Sharp Television

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

**9.1**

**To:** Council

**From:** Chris McNeill, Chief Administrative Officer

**Date:** June 8, 2021

**Re:** Policy 90 - Respectful Workplace

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### **Background**

The Municipality does not currently have a policy that deals with non-physical aspects of a respectful workplace. Policy 73 - Violence in the Workplace only deals with physical aspects of the work environment. Additionally, there is no mechanism for members of staff or Council to bring forth complaints of inappropriate behaviours or words by staff, Council members, or public members of municipal committees. There have been numerous complaints in the past about inappropriate behaviours and words, but without a clear policy and process to deal with these incidents, they have gone uncorrected.

### **Details**

It is no longer acceptable for members of staff or Council to work in an environment that is not safe and free from disrespectful behaviours and words that are unkind, threatening, intimidating, and unsafe.

To clearly articulate what behaviours and actions are acceptable and unacceptable, staff have developed a policy to set out the parameters of both. Numerous staff have asked for this policy. The policy provides for both an informal and formal complaint process.



Policy 25 - Sexual Harassment is being proposed to be repealed as this inappropriate behaviour is covered under this new broader policy.

Council is bound by Policy 74 - Code of Conduct for Members of Council and Public Committee Members however; that policy does not provide for a mechanism for staff to lodge complaints for inappropriate behaviours and words by Members of Council. This proposed policy allows for that issue to be raised, and forwarded to Council to deal with under Policy 74.

The draft policy is being recommended to Council for adoption.

### **Applicable Legislation**

Section 47(1) of the Municipal Government Act (MGA) authorize Council to make decisions in the exercise of its powers and duties by resolution, by policy or by by-law.

### **Budget Impacts**

There is not expected to be any increased monetary costs with the adoption of this policy other some potential legal costs when complaints are brought forward and require legal advice. These costs are currently incurred, but without the ability for a resolution usually.

### **Recommendation**

**THAT** Council of Region of Queens Municipality approve Policy 90 - Respectful Workplace.

### **Communications**

A copy of the policy will be provided to all members of staff and Council, as well as be included within the Municipality's personnel policy manual.



## **POLICY NO. 90**

### **RESPECTFUL WORKPLACE**

**BE IT ENACTED** by the Council of Region of Queens Municipality, under the authority of the Municipal Government Act, S.N.S. 1998, Chapter 18, as follows:

This policy shall be known as Policy Number 90 and may be cited as the “Respectful Workplace Policy”.

#### **POLICY PURPOSE**

Employees are the heart of the Municipality and their safety is paramount for an effective and positive work environment. The purpose of this policy is to ensure the safety and well-being of all employees and its Council members by providing a workplace which values honesty, fairness, respect for the individual, dignity of work and contributions, as well as upholds the integrity of the organization and its policies and practices.

Region of Queens Municipality is committed to ensuring all of its work environments allow for each individual staff or Council member to be treated with respect and professionalism to ensure each person has the unfettered ability to contribute fully to the Municipality’s operations and their own contribution is understood, acknowledged and respected.

This policy specifically is meant to address disrespectful behaviour in the workplace which commonly includes personal harassment that is not covered under human rights legislation. To provide clarity as to what a respectful workplace is, this policy outlines what is deemed disrespectful workplace

behaviour and the process an employee or Council member can choose to undertake to address such behaviour should they occur.

## **AUTHORITY**

Section 47 of the Municipal Government Act provides that

(1) Council shall make decisions in the exercise of its powers and duties by resolution, by policy or by by-law.

(3) In addition to matters specified in this Act or another Act of the Legislature, the council may adopt policies on any matter that the council considers conducive to the effective management of the municipality.

## **SCOPE**

This policy shall apply to all staff and elected officials of Region of Queens Municipality, as well as all public members of committees or external consultants, appointed or under the guidance of municipal council or Chief Administrative Officer or their designate.

Application of this policy shall extend to each municipal workplace and to work-related events, including disrespectful behaviour of Region of Queens Municipality employees or Council members that happens away from the workplace or after regular working hours, where such behaviour has a negative effect on the workplace.

## **DEFINITIONS**

“Bullying or Intimidating Behaviours” involve using words or actions, actual or perceived, that could psychologically or mentally hurt or isolate a person in the workplace and usually involves repeated incidents or regular behaviours that intend to intimidate, humiliate, offend, or degrade a particular person or group of people.

“Complainant” is the employee or Council member making a complaint that disrespectful behaviour has occurred.

“Disrespectful Behaviour” is any behaviour that:

- a. should be known to a reasonable person that their words or actions are offensive, humiliating, or intimidating;
- b. has a clear and obvious negative impact on the Respondent; and
- c. involves words or actions, that can be limited to one incident, or involve multiple times or incidents.

Examples of disrespectful behaviour include, but are not limited to:

- a. verbal or written threats or abuse;
- b. derogatory or degrading words, comments, gestures, jokes, or insults;
- c. using profanity or swearing, or using violent language, at another individual;
- d. interference with another person's work or attempting to sabotage another person's work;
- e. vandalizing or interfering with another person's personal property or office space;
- f. bullying through offensive, malicious, insulting, humiliating, ostracizing, or intimidating actions or words.

For greater clarity, the following are not considered disrespectful workplace behaviour under this policy, but are not limited to:

- a. mutually consensual relations or social interactions without offensive or inappropriate behaviours, intimidation, implicit or explicit threats of retaliation, or misuse of power;
- b. words or actions that a reasonable person would find welcome or neutral in meaning;
- c. actions of the Municipality to direct its workforce, including managing and supervising employees and giving feedback through reasonable performance feedback, managing absenteeism, mentoring and discipline;
- d. disagreements or misunderstandings; and

- e. conflicts or disagreements between employees and Council members unless they involve disrespectful behaviours or language as noted in this policy.

“Respectful Workplace” means a work environment where each employee and Council member treats each other with respect at all times and includes:

- a. providing for the inclusion of all employees and Council members regardless of different backgrounds, opinions, thoughts, or perceived strengths or weaknesses.
- b. ensuring the safety of all employees and Council members from disrespectful, bullying, or intimidating behaviour.
- c. requiring accountability by each individual to contribute to their effective workplace relationships through meaningful and positive resolution of differences.

“Respondent” is the individual alleged to have engaged in or perpetuated disrespectful behaviour.

## **POLICY INTENT**

No employee or Council member shall be subjected to disrespectful behaviour in the workplace.

## **ACCOUNTABILITY**

Responsibility for the oversight and implementation of this policy shall lie with the Municipality’s Director of Corporate Services according to the terms and conditions of this policy.

It shall be the responsibility of the Director of Corporate Services to bring forth clear recommendations for changes to this policy, when deemed appropriate, to the Chief Administrative Officer for review.

Each employee and Council member is responsible for their own behaviour at all times and for ensuring the workplace is free from disrespectful behaviour. This

is done by always acting in a professional and courteous manner, taking responsibility for their own actions and words, while maintaining positive and constructive working relationships through cooperation and actively listening to others.

## **COMPLAINT RESOLUTION PROCESS**

Complaints of disrespectful behaviour can be made through a formal or informal process to ensure a range of options are available to employees and Council members to seek a fair and timely resolution to allegations.

Notwithstanding Policy 74 - Code of Conduct for Members of Council and Public Committee Members, a staff member shall be deemed to be a person eligible to file a complaint against a Member of Council and where such complaint is deemed legitimate and requires an investigation, such complaint shall be forwarded to the Mayor under Policy 74 and shall be interpreted as being a complaint of a Council Member.

### **Informal Process**

- a. If reasonable and safe to do so, an employee or Council member who feels that another person's actions have led to a disrespectful workplace according to this policy, the employee or Council member affected should let that person or persons involved know that their behaviours are disrespectful, unwelcome and contrary to the Respectful Workplace Policy.
- b. If option a. is not possible, an employee should seek assistance from their immediate supervisor, Director, or the Director of Corporate Services. In the cases of issues involving Council members, a discussion should be held with the Mayor, or in the case of an issue with the Mayor, the Deputy Mayor.
- c. If option a. or b. are not suitable, or the Complainant does not receive the needed result after attempting an informal process, the employee or Council Members can proceed to the formal process.

## **Formal Process**

- a. If a complaint cannot be resolved through the informal process, a Complainant may file a formal complaint in writing on the form attached as Appendix "A" and submit it directly to the Director of Corporate Services. If the Director of Corporate Services is either the Complainant or Respondent, the complaint shall be submitted to the Chief Administrative Officer.
- b. Complaints may be made on behalf of a staff member by another staff member where that staff member has witnessed the disrespectful behaviour or has been reported to them by a co-worker. All employees and Council members have a responsibility to ensure a respectful workplace, not only those who are negatively impacted.
- c. Once an application has been received under this section concerning disrespectful behaviour, a formal investigation will take place which will require the interviewing of various witnesses in addition to the Complainant(s) and Respondent(s). In some cases, Director of Corporate Services or Chief Administrative Officer may engage external third party experts to assist with the investigation. Because of the nature of this process, the application and details cannot be anonymous, and both the Complainant and Respondent will be provided with full details of the application.
- d. Upon the completion of the investigation, Director of Corporate Services or Chief Administrative Officer will prepare a report and recommendations with a goal of bringing a resolution to the alleged disrespectful behaviour. Director of Corporate Services will work with the parties involved to determine appropriate actions needed and will communicate the decision to both the Complainant and Respondent.
- e. Should the investigation determine that the disrespectful behaviour involves discrimination under the Nova Scotia Human Rights Act, the

complaint will be transferred to a formal application under the Municipality's Human Rights and Harassment Policy.

- f. Employees and Council members are strongly encouraged to bring forth any alleged disrespectful behaviour complaints as soon as possible to ensure any disrespectful behaviour is dealt with immediately. Complaints brought forward later than six months after the alleged disrespectful behaviour will only be investigated if the matter is considered by the Director of Corporate Services or Chief Administrative Officer to be a matter that could lead to immediate employee termination.

### **False or Malicious Complaints**

Any complaint filed with an immediate supervisor, Director, Director of Corporate Services, Mayor or Deputy Mayor, that is found to be false, misleading, or brought forward with malicious purposes, may result in the Complainant being subject to disciplinary action up to and including termination of employment.

### **RETALIATION**

Any employee who uses retaliation or discrimination against a co-worker or another employee because the person brought forward a complaint, or because the employee acted as a witness, gave a statement, or participated in a complaint resolution process will be considered a breach of this policy. Such breach may result in discipline up to and including termination of employment.

Any Council member who uses retaliation in any manner as noted above shall be subject to any consequences determined by Council under its Code of Conduct Policy.

## **CONSEQUENCES**

Employees who are determined, after an investigation has been completed, to be in breach of this policy will be subject to disciplinary action up to and including termination of employment. Multiple or repeated instances of the same, similar or different occurrences of disrespectful behaviour shall be considered as one of the determining factors in the level of discipline action implemented.

## **CONFIDENTIALTY**

All information collected and obtained during an investigation into an alleged breach of this policy shall be held and retained by the Director of Corporate Services for a period of no less than six years. Only those documents required to be divulged to other parties to settle a complaint during an investigation will be shared. These documents shall be treated as confidential and not released except where required to be disclosed according to law for a court proceeding, arbitration, or other legal proceeding.

## **LEGISLATION AND COLLECTIVE AGREEMENTS**

If it is determined that any portion of this policy is inconsistent with any current union agreements between an employee bargaining unit and the Municipality, or provincial or federal legislation or regulations, then that portion and only that portion of the policy shall have no application to the extent of the inconsistency. All other portions of the policy shall continue to apply and have full force and effect.

## **APPENDICES**

Appendix "A" contains the formal complaint form and instructions for filling it out and filing it with the appropriate person. Employees are encouraged to seek the support of co-workers or their union representative should they believe they require help in filing a complaint.

**EFFECTIVE DATE**

This policy shall take effect from the date of approval by Council.

**REPEAL**

Policy 25 - Sexual Harassment, adopted by the Council of Region of Queens Municipality on the 16th day of August 2004, is hereby repealed.

**OFFICIAL CERTIFICATION**

**THIS IS TO CERTIFY THAT** this policy was passed by the Council of Region of Queens Municipality at a duly constituted meeting of said Council held on the 8th day of June, 2021.

**SIGNED** by the Mayor and Deputy Clerk this 9th day of June, 2021.

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Mayor

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Deputy Clerk

## **APPENDIX “A” - COMPLAINT FORM**

### **Respectful Workplace & Human Rights Harassment Policy**

#### **Formal Complaint Form**

##### **Instructions:**

Region of Queens Municipality is committed to providing a working environment that is free of harassment and discrimination. Prior to completing this form, it is important that you are aware of the complaint procedure in the Respectful Workplace Policy and Human Rights and Harassment Policy

Employees and Council members are not required to use this form to file a complaint however; if you do, it will help you focus the issues in a manner that will assist in the assessment, investigation, and possible resolution of the complaint(s). If you require support in filing a complaint, please speak with your union representative, Director of Corporate Services, or Mayor.

Be sure to specify the incident(s) that led to the complaint, the date(s) of the incident(s), names of the person(s) involved, and names of those who may have witnessed the incident(s). Please feel free to add more pages and include any relevant documentation that may assist in explaining the reason for your complaint.

Information provided on this or any other form is not considered an official complaint unless it is signed by you and dated.

Upon receipt of your complaint, Director of Corporate Services will review it to determine if the complaint is complete, timely, and raises issues covered in the policy. **It is important to fully understand that the written complaint you submit will be forwarded to the Respondent for a response.**

Submit the Complaint by email to:

Director of Corporate Services  
[jveinotte@regionofqueens.com](mailto:jveinotte@regionofqueens.com)

Or in person to:

Joanne Veinotte  
249 White Point Road  
Liverpool, Nova Scotia

**PART I**

Complainant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Department: \_\_\_\_\_

Position/Job Title: \_\_\_\_\_

Name of Immediate Supervisor: \_\_\_\_\_

**PART II**

Type of Harassment: Verbal       Physical       Property

Date and Time of the Incident: \_\_\_\_\_

Person who was responsible for the harassment:

Supervisor:       Co-worker:       Customer/Client:       Other:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Did it occur more than once? Yes       No

Location of Incident: \_\_\_\_\_

Describe the circumstances in which the incident took place: Was it during work hours, when did it start, has it now stopped or is it still ongoing?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What was your response?

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How did the incident make you feel?

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Were you able to confide in anyone after the incident? Give details:

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**PART III**

Describe the incident:

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List Witnesses to the Harassment:

(1) Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(2) Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

I understand that the incident(s) described above will be investigated, I will be given an opportunity to explain further, and I will be informed of the results of the investigation.

Complainant's Signature: \_\_\_\_\_

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

**FOR OFFICE USE ONLY**

Matter was referred to investigation on \_\_\_\_\_ (date)

Investigation was completed on \_\_\_\_\_ (date)

Final report was produced on \_\_\_\_\_ (date)

Complaint was: Established / Not Established

Parties were informed of outcome on \_\_\_\_\_ (date)

Action(s) taken:

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## Region of Queens Municipality Staff Report

9.2

**To:** Council

**From:** Chris McNeill, Chief Administrative Officer

**Date:** June 8, 2021

**Re:** Policy 91 - Human Rights and Harassment


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### Background

The Municipality does not currently have a policy that deals with legally protected aspects of a respectful workplace that are covered under Nova Scotia's *Human Rights Act*. Policy 73 - Violence in the Workplace only deals with physical aspects of the work environment only and Policy 90 deals with those aspects of disrespectful behaviour that are not covered under Nova Scotia's *Human Rights Act*. Additionally, there is no mechanism for members of staff or Council to bring forth complaints of inappropriate behaviours or words by staff, Council members, or public members of municipal committees. As part of the Municipality's goal of being a more respectful workplace, we require a process for dealing with complaints of inappropriate behaviours or words that are contrary to Nova Scotia's *Human Rights Act*, in addition to reviewing complaints under Policy 90.

### Details

Protected areas covered under Nova Scotia's *Human Rights Act* have existed for decades, but now more than ever, it is expected that employers overtly implement and deal with potential contraventions of the legislation to provide a safe workplace for all employees and Council members.



It is not acceptable for members of staff or Council to work in an environment that is not safe and free from human rights and harassment violations.

To clearly articulate what behaviours and actions are acceptable and unacceptable, staff have developed a policy to set out the parameters of both. This policy compliments Policy 90 - Respectful Workplace, as this policy covers all those items covered under the *Human Rights Act*. Policy 90 covers behaviours and words that are deemed disrespectful and harassment that are not covered under the *Human Rights Act*. The policy provides for both an informal and formal complaint process.

Council is bound by Policy 74 - Code of Conduct for Members of Council and Public Committee Members however; that policy does not provide for a mechanism for staff to lodge complaints for inappropriate behaviours and words by Members of Council that are contrary to Nova Scotia's *Human Rights Act*. This proposed policy allows for that issue to be raised, and forwarded to Council to deal with under Policy 74.

The draft policy is being recommended to Council for adoption.

### **Applicable Legislation**

Section 47(1) of the Municipal Government Act (MGA) authorize Council to make decisions in the exercise of its powers and duties by resolution, by policy or by by-law.

### **Budget Impacts**

There is not expected to be any increased monetary costs with the adoption of this policy other some potential legal costs when complaints are brought forward and require legal advice. These costs are currently incurred, but without the ability for a resolution usually.



## **Recommendation**

**THAT** Council of Region of Queens Municipality approve Policy 91 - Human Rights and Harassment.

## **Communications**

A copy of the policy will be provided to all members of staff and Council, as well as be included within the Municipality's personnel policy manual.



## **POLICY NO. 91**

### **HUMAN RIGHTS AND HARASSMENT**

**BE IT ENACTED** by the Council of Region of Queens Municipality, under the authority of the Municipal Government Act, S.N.S. 1998, Chapter 18, as follows:

This policy shall be known as Policy Number 91 and may be cited as the “Human Rights and Harassment Policy”.

#### **POLICY PURPOSE**

Employees are the heart of the Municipality and their safety is paramount for an effective and positive work environment. The purpose of this policy is to ensure the safety and well-being of all employees and its Council members by providing a workplace which values honesty, fairness, respect for the individual, dignity of work and contributions, as well as upholds the integrity of the organization and its policies and practices.

Region of Queens Municipality is committed to ensuring all of its work environments allow for each individual staff or Council member to be treated with respect and the workplace is free from harassment as prohibited by the *Nova Scotia Human Rights Act*.

This policy provides guidelines for reporting, investigating, and seeking resolutions for complaints of harassment in an effort to ensure a safe, harassment-free workplace for all employees and Council members.

## **AUTHORITY**

Section 47 of the Municipal Government Act provides that

(1) Council shall make decisions in the exercise of its powers and duties by resolution, by policy or by by-law.

(3) In addition to matters specified in this Act or another Act of the Legislature, the council may adopt policies on any matter that the council considers conducive to the effective management of the municipality.

## **SCOPE**

This policy shall apply to all staff and elected officials of Region of Queens Municipality, as well as all public members of committees or external consultants, appointed or under the guidance of municipal council or Chief Administrative Officer or their designate.

Application of this policy shall extend to each municipal workplace and to work-related events, including disrespectful behaviour of Region of Queens Municipality employees or Council members that happens away from the workplace or after regular working hours, where such behaviour has a negative effect on the workplace.

## **DEFINITIONS**

“Complainant” is the employee or Council member making a complaint that disrespectful behaviour has occurred.

“Harassment” is any behaviour that a reasonable person would find unwelcome, has a negative impact on the workplace, and is related to any of the characteristics which are listed as prohibited grounds of discrimination in the Nova Scotia Human Rights Act, denoted as “Prohibited Grounds”, specifically:

- a. age;
- b. race;
- c. colour;
- d. religion;

- e. creed;
- f. sex;
- g. sexual orientation;
- h. gender identity;
- i. gender expression;
- j. physical disability or mental disability;
- k. an irrational fear of contracting an illness or diseases;
- l. ethnic, national, or aboriginal origin;
- m. family status;
- n. marital status;
- o. source of income;
- p. political belief, affiliation, or activity; or
- q. association with another individual or class of individuals having characteristics referred to above.

Harassment can, depending on the seriousness of the behaviour, involve a single incident or a number of incidents, and can be directed at one employee or Council member, or it can involve a number of individuals.

Harassment need not be intentional to be considered harassment. Intentional harassment should be considered more severe.

Examples of harassment include, but are not limited to:

- a. unwelcome physical contact such as touching, patting, or pinching;
- b. unwelcome offensive comments that are sexual in nature;
- c. unwelcome offensive remarks such as jokes, slurs, or innuendo related to any of the Prohibited Grounds;
- d. displaying or distributing derogatory or offensive pictures, graffiti, or other materials related to any Prohibited Grounds including racist, sexist, or homophobic materials;
- e. unwelcome and offensive behaviour related to a Prohibited Ground, that creates an intimidating, hostile, offensive, or poisoned work environment;
- f. unwelcome and offensive behaviour related to a Prohibited Ground, where tolerance of the behaviour is explicitly or implicitly made a term of employment or consideration in job-related decisions;

- g. unwelcome and offensive behaviour related to gender identity, gender expression, or perceptions of sexual orientation or gender;
- h. refusing to interact or communicate with persons because of any of the Prohibited Grounds; and
- i. unwelcome and offensive communications related to a Prohibited Ground sent by any means, including e-mail or other electronic means.

For great clarity, the following are not considered harassment behaviour under this policy, but are not limited to:

- a. mutually consensual relations or social interactions without offensive or inappropriate behaviours, intimidation, implicit or explicit threats of retaliation, or misuse of power;
- b. words or actions that a reasonable person would find welcome or neutral in meaning;
- c. actions of the Municipality to direct its workforce, including managing and supervising employees and giving feedback through reasonable performance feedback, managing absenteeism, mentoring and discipline; and
- d. Bona fide qualifications or occupational requirements established by the Municipality as noted in Section 6(f) of the *Nova Scotia Human Rights Act*.

“Respondent” is the individual alleged to have engaged in or perpetuated disrespectful behaviour.

## **POLICY INTENT**

No employee or Council member shall be subjected to harassment behaviour in the workplace.

Where harassment is not related to a Prohibited Ground under the *Nova Scotia Human Rights Act*, all complaints will be dealt with by Policy 90 - Respectful Workplace.

## **ACCOUNTABILITY**

Responsibility for the oversight and implementation of this policy shall lie with the Municipality's Director of Corporate Services according to the terms and conditions of this policy.

It shall be the responsibility of the Director of Corporate Services to bring forth clear recommendations for changes to this policy, when deemed appropriate, to the Chief Administrative Officer for review.

Each employee and Council member is responsible for their own behaviour at all times and for ensuring the workplace is free from harassment. This is done by always acting in a professional and courteous manner, taking responsibility for their own actions and words, while maintaining positive and constructive working relationships through cooperation and actively listening to others.

## **COMPLAINT RESOLUTION PROCESS**

Complaints of harassment can be made through a formal or informal process to ensure a range of options are available to employees and Council members to seek a fair and timely resolution to allegations.

Notwithstanding Policy 74 - Code of Conduct for Members of Council and Public Committee Members, a staff member shall be deemed to be a person eligible to file a complaint against a Member of Council and where such complaint is deemed legitimate and requires an investigation, such complaint shall be forwarded to the Mayor under Policy 74 and shall be interpreted as being a complaint of a Council Member.

### **Informal Process**

- a. If reasonable and safe to do so, an employee or Council member who feels that another person's actions have led to harassment according to this policy, the employee or Council member affected should let that person or persons involved know that their behaviours are harassment, unwelcome and contrary to the Human Rights and Harassment Policy.

- b. If option a. is not possible, an employee should seek assistance from their immediate supervisor, Director, or the Director of Corporate Services. In the cases of issues involving Council members, a discussion should be held with the Mayor, or in the case of an issue with the Mayor, the Deputy Mayor.
- c. If option a. or b. are not suitable, or the Complainant does not receive the needed result after attempting an informal process, the employee or Council Members can proceed to the formal process.

### **Formal Process**

- a. If a complaint cannot be resolved through the informal process, a Complainant may file a formal complaint in writing on the form attached as Appendix "A" and submit it directly to the Director of Corporate Services. If the Director of Corporate Services is either the Complainant or Respondent, the complaint shall be submitted to the Chief Administrative Officer.
- b. Complaints may be made on behalf of a staff member by another staff member where that staff member has witnessed the harassment or has been reported to them by a co-worker. All employees and Council members have a responsibility to ensure a harassment-free workplace, not only those who are negatively impacted.
- c. Once an application has been received under this section concerning a human rights or harassment complaint, a formal investigation will take place which will require the interviewing of various witnesses in addition to the Complainant(s) and Respondent(s). In some cases, Director of Corporate Services or Chief Administrative Officer may engage external third party experts to assist with the investigation. Because of the nature of this process, the application and details cannot be anonymous, and both the Complainant and Respondent will be provided with full details of the application.

- d. Upon the completion of the investigation, Director of Corporate Services or Chief Administrative Officer will prepare a report and recommendations with a goal of bringing a resolution to the alleged harassment behaviour. Director of Corporate Services will work with the parties involved to determine appropriate actions needed and will communicate the decision to both the Complainant and Respondent.
- e. Should the investigation determine that the harassment does not involve discrimination under the Nova Scotia Human Rights Act, the complaint will be transferred to a formal application under the Municipality's Respectful Workplace Policy.
- f. Employees and Council members are strongly encouraged to bring forth any alleged harassment complaints as soon as possible to ensure any harassing behaviour is dealt with immediately. Complaints brought forward later than six months after alleged harassment will only be investigated if the matter is considered by the Director of Corporate Services or Chief Administrative Officer to be a matter that could lead to immediate employee termination.

### **False or Malicious Complaints**

Any complaint filed with an immediate supervisor, Director, Director of Corporate Services, Mayor or Deputy Mayor, that is found to be false, misleading, or brought forward with malicious purposes, may result in the Complainant being subject to disciplinary action up to and including termination of employment.

### **RETALIATION**

Any employee who uses retaliation or discrimination against a co-worker or another employee because the person brought forward a complaint, or because the employee acted as a witness, gave a statement, or participated in a complaint resolution process will be considered a breach of this policy. Such breach may result in discipline up to and including termination of employment.

Any Council member who uses retaliation in any manner as noted above shall be subject to any consequences determined by Council under its Code of Conduct Policy.

## **CONSEQUENCES**

Employees who are determined, after an investigation has been completed, to be in breach of this policy will be subject to disciplinary action up to and including termination of employment.

Unionized employees have the right under their collective agreement to grieve any disciplinary actions.

## **CONFIDENTIALTY**

All information collected and obtained during an investigation into an alleged breach of this policy shall be held and retained by the Director of Corporate Services for a period of no less than six years. Only those documents required to be divulged to other parties to settle a complaint during an investigation will be shared. These documents shall be treated as confidential and not released except where required to be disclosed according to law for a court proceeding, arbitration, or other legal proceeding.

Upon the completion of any investigation, if it is determined that the complaint is not established, then no records of the application shall be placed in any employee's personnel file. The documents will be confidentially kept however; should any future questions arise about the Municipality's proper investigation of the alleged complaint. Any complaint established will require the placement of the investigation documents and actions taken into an employee's personnel file.

## **LEGISLATION AND COLLECTIVE AGREEMENTS**

If it is determined that any portion of this policy is inconsistent with any current union agreements between an employee bargaining unit and the Municipality, or provincial or federal legislation or regulations, then that portion and only that

portion of the policy shall have no application to the extent of the inconsistency. All other portions of the policy shall continue to apply and have full force and effect.

## **APPENDICES**

Appendix "A" contains the formal complaint form and instructions for filling it out and filing it with the appropriate person. Employees are encouraged to seek the support of co-workers or their union representative should they believe they require help in filing a complaint.

## **EFFECTIVE DATE**

This policy shall take effect from the date of approval by Council.

## **OFFICIAL CERTIFICATION**

**THIS IS TO CERTIFY THAT** this policy was passed by the Council of Region of Queens Municipality at a duly constituted meeting of said Council held on the 8th day of June, 2021.

**SIGNED** by the Mayor and Deputy Clerk this 9th day of June, 2021.

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Mayor

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Deputy Clerk

## **APPENDIX “A” - COMPLAINT FORM**

### **Respectful Workplace & Human Rights Harassment Policy**

#### **Formal Complaint Form**

#### **Instructions:**

Region of Queens Municipality is committed to providing a working environment that is free of harassment and discrimination. Prior to completing this form, it is important that you are aware of the complaint procedure in the Respectful Workplace Policy and Human Rights and Harassment Policy.

Employees and Council members are not required to use this form to file a complaint however; if you do, it will help you focus the issues in a manner that will assist in the assessment, investigation, and possible resolution of the complaint(s). If you require support in filing a complaint, please speak with your union representative, Director of Corporate Services, or Mayor.

Be sure to specify the incident(s) that led to the complaint, the date(s) of the incident(s), names of the person(s) involved, and names of those who may have witnessed the incident(s). Please feel free to add more pages and include any relevant documentation that may assist in explaining the reason for your complaint.

Information provided on this or any other form is not considered an official complaint unless it is signed by you and dated.

Upon receipt of your complaint, Director of Human Resources will review it to determine if the complaint is complete, timely, and raises issues covered in the policy. **It is important to fully understand that the written complaint you submit will be forwarded to the Respondent for a response.**

Submit the Complaint by email to:

Director of Corporate Services  
[jveinotte@regionofqueens.com](mailto:jveinotte@regionofqueens.com)

Or in person to:

Joanne Veinotte  
249 White Point Road  
Liverpool, Nova Scotia

**PART I**

Complainant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Department: \_\_\_\_\_

Position/Job Title: \_\_\_\_\_

Name of Immediate Supervisor: \_\_\_\_\_

**PART II**

Type of Harassment: Verbal       Physical       Property

Date and Time of the Incident: \_\_\_\_\_

Person who was responsible for the harassment:

Supervisor:       Co-worker:       Customer/Client:       Other:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Did it occur more than once? Yes       No

Location of Incident: \_\_\_\_\_

Describe the circumstances in which the incident took place: Was it during work hours, when did it start, has it now stopped or is it still ongoing?

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What was your response?

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How did the incident make you feel?

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Were you able to confide in anyone after the incident? Give details:

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**PART III**

Describe the incident:

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List Witnesses to the Harassment:

(1) Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(2) Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

I understand that the incident(s) described above will be investigated, I will be given an opportunity to explain further, and I will be informed of the results of the investigation.

Complainant's Signature: \_\_\_\_\_

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

**FOR OFFICE USE ONLY**

Matter was referred to investigation on \_\_\_\_\_ (date)

Investigation was completed on \_\_\_\_\_ (date)

Final report was produced on \_\_\_\_\_ (date)

Complaint was: Established / Not Established

Parties were informed of outcome on \_\_\_\_\_ (date)

Action(s) taken:

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

**9.3**

**To:** Council

**From:** Chris McNeill, Chief Administrative Officer

**Date:** June 22, 2021

**Re:** Policy 23 - Regular Meetings of Council

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### **Background**

Council has an Administrative Policy respecting Regular Meetings of Council which sets out the days and times that Council meets each month on the second and fourth Tuesdays. The first meeting takes place at 9:00 a.m. and the second meeting takes place at 6:00 p.m.

### **Details**

During the summer months, the agendas for these meetings is always short as many staff and Council members take time off for vacations. However; due to the continuing of these meetings, staff time requires that they continue to be available to prepare reports, agendas and minutes as usual which prevents several staff from being able to take summer vacations. Our operations are not big enough to allow for others to fill in during these vacations as they are often on vacation as well. In light of this, it is being recommend that only one Council meeting take place in July and August of 2021. Bi-weekly meetings can be required to meet the requirements for planning matters that are time sensitive, but there are no known planning matters coming before Council this summer at this time.



## **Applicable Legislation**

Section 23(1)(a) of the *Municipal Government Act* (MGA) authorizes council to make policies respecting the date, hour and place of the meetings of the council and the notice to be given for them.

## **Budget Impacts**

It is not expected that this recommendation will have any budget impacts.

## **Recommendation**

**THAT** the Council of Region of Queens Municipality only hold one meeting per month during July and August of 2021, with the meetings taking place the second Tuesday of each month.

## **Communications**

Once approved, this decision will be provided to all staff and Council to update their meeting calendars and posted on our website. Notice of meetings will continue to be promoted during the week prior to Council meetings, as well as notification of meeting cancellations.

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

**9.4**

To: Council

From: Chris McNeill, Chief Administrative Officer

Date: June 22, 2021

Re: Memorandum of Understanding (MOU) respecting the Use of Community / Business Facilities for Public Showers during a Period of Extreme Dry Weather


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### **Background**

Provincial legislation requires that every municipality in Nova Scotia have an Emergency Measures Coordinator and Emergency Measures Plan. Region of Queens Municipality has an Emergency Measures Planning Committee that oversees the planning and writing of the Municipality's Plan and has representatives from various emergency and community agencies that meets on a regular basis. As part of this plan is a section related to community agreements with partners to access their facilities or services in a time of community need. There are currently agreements with some community partners for comfort centres and emergency shelters, but none for free public access to shower facilities. Therefore, staff along with our EMO officials have prepared a new draft agreement for consideration by Council. If approved, it would then be available to appropriate community organizations and businesses to enter into if they wish to make their shower facilities available to the public.

### **Details**

The draft agreement outlines the terms and conditions for entering into a shower agreement for public access.



As noted in the agreement, the Municipality will consider entering into a shower agreement with appropriate community organizations and businesses. Thereafter, the Municipality will reimburse them a daily rental fee of \$100 or \$200 depending on the facility, as well as a daily fee of \$25 per day for cleaning supplies.

## **Applicable Legislation**

Section 61 of the *Municipal Government Act* notes that a municipality may agree with any person for the provision of a service or a capital facility that the municipality is authorized to provide, and that an agreement made pursuant to this may allow for the lease, operation or maintenance of the facility or provision of the service by a person, including the sale or disposition to that person of property of the municipality that continues to be required for the purposes of the municipality, as the case may be.

## **Budget Impacts**

Due to the unknown nature of future weather conditions in our community, the nature of extreme dry weather and the lack of rainfall cannot be predicted. The 2021-2022 operating budget has approximately \$30,000 allocated to pay for these costs.

## **Recommendation**

**THAT** Council of Region of Queens Municipality approve the draft Memorandum of Understanding (MOU) Respecting the Use of Community / Business Facilities for Public Showers during a Period of Extreme Dry Weather;

**AND FURTHER THAT** Council authorize the Mayor and Chief Administrative Officer to enter into any agreements related to this MOU with appropriate local community organizations and businesses that are interested.

## **Communications**

This approval and draft agreements will be forwarded to any interested and eligible community organization or business for their consideration.



**Memorandum of Understanding (MOU) Respecting the Use of Community / Business Facilities for Public Showers during a Period of Extreme Dry Weather**

Between:

**Region of Queens Municipality**, herein referred to as the “**Municipality**”

- and -

“**Community Group / Business Owner**”, herein referred to as the “**Facility Owner**”

**WHEREAS** the Municipality wishes to enter into a Memorandum of Understanding Agreement with various community groups for the free use of their facilities for public access to showers during periods of extreme dry weather;

**AND WHEREAS** the Facility Owner is willing to allow the use of their facilities under certain terms and conditions;

**WITNESSETH** in consideration of the mutual covenants and agreements hereinafter contained and subject to the terms and provisions of this Agreement, the parties agree one with the other as follows:

For the purposes of this MOU, the following definitions shall apply:

- a. **Community Facility** - a building owned and operated by a community group with the required infrastructure to provide local residents with access to private stand alone shower facilities during periods of extreme dry weather. These facilities would be available during times agreed upon with the Emergency Measures Coordinator at least several days a week during the requested period for no less than 4 hours per day between the hours of 7:00 a.m. and 9:00 p.m. subject to the availability of volunteers or paid staff. It is expected that times of use would include two hours early in the morning and two hours in the evening.
- b. **Business Facility** - a private for profit business that has shower facilities that they are willing to make available to the public under the terms of this MOU.
- c. **Public Shower Facilities** - are those Facility Owners with the water capacity and disposal capacity to allow for continuous shower usage by the public for several hours a day, several days a week, during periods of extreme dry weather.

## **Public Shower Facilities**

Emergency Measures Coordinator may request that the Facility Owner open its Community / Business Facility for free use as a Public Shower Facility at any time during periods of extreme dry weather. If the Facility Owner agrees, Emergency Management Coordinator and the designated representative of the Facility Owner will determine if Facility Owner has the required volunteers or paid staff to operate the service during the required opening dates and times.

This MOU does not limit the Facility Owner from offering their facility to the public as a Public Shower Facility on their own initiative and at their own cost. In this case however; the Facility Owner agrees to notify the Emergency Measures Coordinator if this takes place so that a record of open facilities and services can be maintained for sharing with the public. For greater certainty, only Public Shower Facilities requested to open by the Emergency Measures Coordinator are eligible for expense reimbursement by the Municipality.

During times when Public Shower Facilities are requested by the Emergency Measures Coordinator and active, the Municipality agrees to reimburse the Facility Owner as follows:

- a. A lump sum rate of \$200 per day to reimburse the Facility Owner for incremental costs related to the provision of Public Shower Facilities when water usage and building costs are not already being paid by the Municipality.
- b. A lump sum rate of \$100 per day to reimburse the Facility Owner for incremental costs related to the provision of Public Shower Facilities when the Public Shower Facilities were paid for in whole or in part by the Municipality, or the water usage and building costs are being paid for by the Municipality.
- c. A fee of \$25 per day to reimburse the Facility Owner for the purchase of cleaning supplies.

Where agreement to open a Public Shower Facility takes place, the Facility Owner agrees to open the Public Shower Facility within forty-eight (48) hours of notification by the Emergency Management Coordinator or as soon thereafter as it is safe to do so.

## **Advertising**

Emergency Management Coordinator shall advertise the location of Public Shower Facilities for use by any resident or persons in need without regard to their place of residence.

**Water Quality**

Any facility on a well shall meet safe drinking water guidelines at the time of opening to the public. To ensure water quality, the Facility Owner shall submit test samples of its water supply annually to a health authority for clearance as a safe source of potable water.

**Septage Disposal**

Any facility dependent on a septic system shall ensure the system is fully operational and able to meet the capacity needs of the facility for extended periods of time.

**Reimbursement**

Any Facility Owner that has an agreement for the use of their Facility as noted above shall submit their claims for costs and expenses to the Emergency Management Coordinator, including details, within thirty 30 days of ceasing activities for review and potential recommendation to Region of Queens Municipality for reimbursement.

**IN WITNESS WHEREOF** this Memorandum of Understanding executed by the Region of Queens Municipality and Facility Owner made this        day of        , 2021.

REGION OF QUEENS MUNICIPALITY

\_\_\_\_\_

\_\_\_\_\_

FACILITY OWNER

\_\_\_\_\_

\_\_\_\_\_

## Region of Queens Municipality Staff Report

**To:** Council

**From:** Mike MacLeod, Director of Planning and Development

**Date:** June 27, 2021

**Re:** Sale of Municipal Land

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### Background

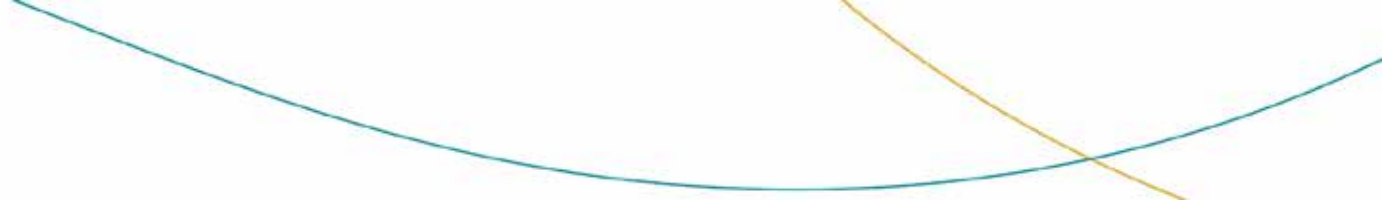
Region of Queens Municipality has received a request from Maurice and Judy Westhaver to acquire a piece of Municipal land adjacent to their property located at 698 Main Street in Liverpool (PID# 70017165). Refer to attached letter and Map 1.

### Details

The land which Mr. and Mrs. Westhaver would like to acquire is a portion of the former Canadian National Railway lands that were conveyed to the Town of Liverpool in 1986 (PID# 70029947). Refer to attached Map 2.

The Westhaver property is located on the west bank of the Mersey River and is approximately 11,600 square feet in area. Their lot contains a dwelling, several out-buildings and a gravel driveway. The Westhavers have recently had their property surveyed, which revealed several encroachments onto Municipal lands. Refer to attached survey plan.

When the rail line was originally created back in the early 1900's, it left the lot which is now owned by Mr. and Mrs. Westhaver with approximately 2 feet of



frontage on the road. While the former rail line is 66 feet in width, it intersects Main Street at an angle and is approximately 100 feet wide at the road. The Municipal lands are currently utilized for the Trestle Trail walking trail. The walking trail surface itself is approximately 10 feet in width. Mr. and Mrs. Westhaver are interested in acquiring enough land from the Municipality to eliminate the existing encroachments (approximately 3,400 square feet in total). Conveyance would require formal subdivision approval. Staff have reviewed the request and are of the opinion that conveyance of a portion of PID# 70029947, as shown on Map 2, will have little impact on the Municipality's ability to utilize and maintain this portion of the Trestle Trail for public purposes.

## **Applicable Legislation**

Section 50 (5)(b) of the Municipal Government Act sets out that:

*A municipality may sell property at market value when the property is no longer required for the purposes of the municipality;*

## **Budget Impacts**

No budget impacts, as all costs associated with this transaction would be the responsibility of the Westhavers.

## **Recommendation**

THAT Region of Queens Municipality enter into a purchase and sale agreement with Maurice and Judy Westhaver to convey a portion of Municipal property identified as PID# 70029947, for a purchase price of \$0.60 per square foot;

AND THAT all costs associated with this transaction be borne by Maurice and Judy Westhaver.

## **Communications**

Mr. and Mrs. Westhaver will be advised of Council's decision.

June 8, 2021

Mike MacLeod,

Council Members,

I am writing to request the consideration of selling us a small portion of land belonging to the Region of Queens Municipality, PID # 70029947.

Our property is 698 Main St. Liverpool, PID # 0017165. We have been utilizing and doing the landscaping since we purchased in 2000. There was some question about the garage being on the town property but we had followed the proper procedures when building it such as having Mervin Harlen and John Croft approve the location of it.

We recently had our property surveyed by Berrigan surveyors and in fact we do own the property that the garage is on. However we do not have the proper amount of clearance from the town's property line. It also revealed that we do not own the piece of land that we utilize for our driveway. In fact there is only 2 ft. at the road for a driveway which is not enough and not what we thought we owned.

If we are able to purchase approximately 2,190 square feet of the town lands as described on the survey provided this would give us proper clearance for the garage and the house and would complete the lot by providing enough land for a driveway we can say is ours and makes the piece of property complete and more desirable.

Thank you in advance for your attention to this matter.

Sincerely,

Judy and Maurice Westhaver

Map 1

TRESTLE BRIDGE

70029947

70017165

#698

MAIN STREET

TRESTLE TRAIL

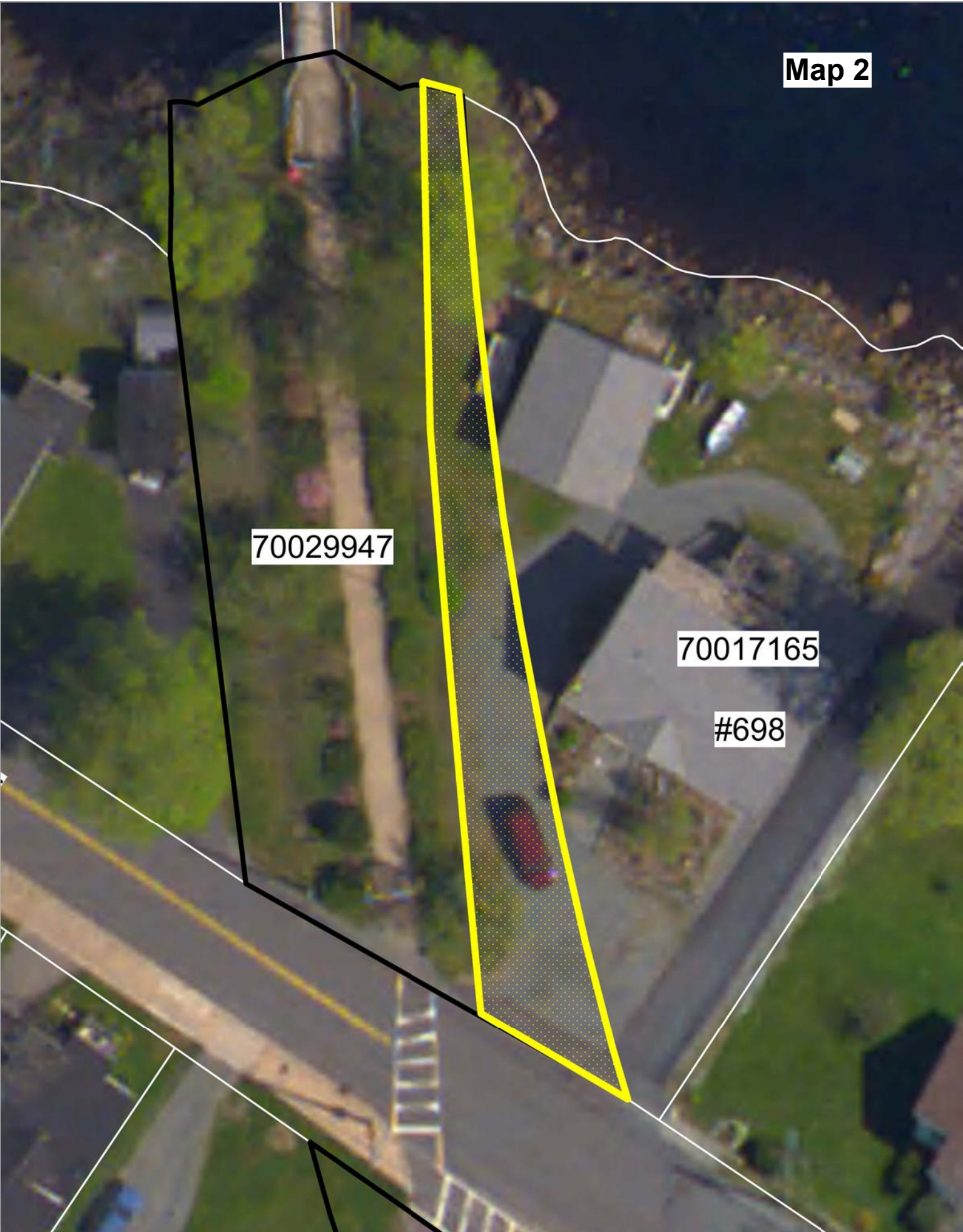


Map 2

70029947

70017165

#698





## COUNCIL IMPLEMENTATION REPORT – January – June 8, 2021

Date	Recommendation	Responsibility	Action Taken
May 25, 2021	The motion be referred to an Ad Hoc Committee comprising of Councillor Amirault, Councillor Brown, Councillor Charlton, seven Queens County residents - one from each district, the Bylaw Officer, Chief Administrative Officer and input from RCMP to review all public feedback and that the Committee bring back recommendations to the Noise Bylaw.	CAO	Advertising in the <i>Breaker</i> for Committee members June 9 and June 23, 2021 with a closing date for submissions on June 30, 2021.
May 25, 2021	Agree to accept a donation from Gwen Oickle of a granite memorial bench;  AND THAT the bench be placed in a mutually agreeable location at Beach Meadows Beach with the future maintenance being the responsibility of the Municipality.	CAO	Letter sent May 28, 2021.
May 25, 2021	Approve Policy 18 respecting Investments and authorize staff to forward the policy to Minister of Municipal Affairs for approval.	CAO	Submitted to Minister May 28, 2021.

Date	Recommendation	Responsibility	Action Taken
May 25, 2021	Approve the application made by Victorian Order of Nurses Canada to have the VON Canada flag flown on the Special Purpose flagpole located on Henry Hensey Drive, Liverpool for a one week period, from May 25 through June 1, 2021.	H. Cook	<ul style="list-style-type: none"> <li>* Flag received from VON.</li> <li>* VON contacted to notify of Council approval, and sent a photo of VON Flag flying on Special Purpose pole in Liverpool.</li> <li>* Flag flown from May 26 through June 2, 2021 (due to approval taking place at an evening meeting).</li> <li>* Social media posts and an article on the Website to promote VON week.</li> <li>* Queens VON staff will pick up flag once it comes down June 2.</li> <li>* VON NS has shared social media posts.</li> </ul>
May 25, 2021	Enter into a lease agreement with Belliveau Veinotte Inc. for space at 54 Harley Umphrey Drive, Liverpool.		Lease Agreement signed May 25, 2021.
June 8, 2021	<p>Approve Policy 90 – Respectful Workplace.</p> <p>The motion be deferred to June 22, 2021 Council meeting to allow for additional time for review and process the policy.</p>		Added to the June 22, 2021 Regular Council agenda.
June 8, 2021	<p>Approve Policy 91 – Human Rights and Harassment.</p> <p>The motion be deferred to June 22, 2021 Council meeting to allow for additional time for review and process the policy.</p>		Added to the June 22, 2021 Regular Council agenda.

<b>Date</b>	<b>Recommendation</b>	<b>Responsibility</b>	<b>Action Taken</b>
June 8, 2021	Authorize the submission of an application to Nova Scotia Department of Municipal Affairs Provincial Capital Assistance Program for 50% funding of a new bulk water station.	Adam Grant	Application to be submitted by June 30, 2021.
June 8, 2021	Authorize the submission of an application to Nova Scotia Department of Municipal Affairs Flood Risk Infrastructure Investment Program for 50% funding for flood mitigation measures required on Market Street, Liverpool.	Adam Grant	Application to be submitted by June 30, 2021.
June 8, 2021	Contract the Municipality's banking services with the Bank of Montreal for the next two years, with an option to renew in each of the subsequent three years.	J. Veinotte	In progress.
June 8, 2021	Provide grant funding to Queens County Museum in the amount of \$5,000 from the 2021-2022 Community Investment Fund.	D. Henley	Letter & cheque sent June 11, 2021.
June 8, 2021	Provide grant funding to Big Brothers Big Sisters of South Shore in the amount of \$375 from the 2021-2022 Community Investment Fund.	D. Henley	Letter & cheque sent June 11, 2021.

<b>Date</b>	<b>Recommendation</b>	<b>Responsibility</b>	<b>Action Taken</b>
June 8, 2021	Adopt an administrative policy respecting amendments to an existing development agreement with Wa-Su-Wek Ltd., dated October 29, 1999, to allow for a self-storage business on property identified as PID# 70218896 and located at 85 Hillside Road in Brooklyn.	M. MacLeod	Notice of Passing to appear in the June 16 <i>Lighthouse Now</i> , giving notice of 14 day appeal period.

**Region of Queens Municipality**

**COUNCIL IMPLEMENTATION REPORT – January – December 22, 2020**

<b>Date</b>	<b>Recommendation</b>	<b>Responsibility</b>	<b>Action Taken</b>
Feb. 25, 2020	Authorize staff to begin the process of finalizing future programming for a new outdoor aquatic facility.	M. Roberts	Further review will be undertaken by staff.

Date	Recommendation	Responsibility	Action Taken
Sept. 8, 2020	<p>THAT Council of Region of Queens Municipality authorize a letter to the Nova Scotia Minister of Lands and Forestry requesting that his Department establish a Carters Beach Committee with representatives from the Municipality, Queens-Shelburne MLA, Nova Scotia Departments of Lands and Forestry, Transportation and Infrastructure Renewal, and Environment, along with Queens RCMP, Acadia First Nations, one local West Queens business representative, and two residents of Carters Beach Road.</p> <p>AND FURTHER THAT the Municipality's representative on the Committee have power to authorize all non-financial decisions and financial decisions that would not exceed \$2,500 in spending by the Municipality on behalf of Council, and bind the Municipality to such.</p> <p>AND FURTHER THAT the Minister of Lands and Forestry be requested to authorize the required human and financial resources from his department to facilitate this Committee's work and action plan including any external consulting studies required.</p>	Mayor	<p>Letter sent to Minister on September 9, 2020. No response to date.</p> <p>Province announced in May 2021 that Carter's Beach will become a Provincial Park.</p>

<b>Date</b>	<b>Recommendation</b>	<b>Responsibility</b>	<b>Action Taken</b>
Dec. 8, 2020	Approve the renaming of Old Mill Lane in Labelle to Ponhook Shore Road.	M. MacLeod	Waiting for Applicant to install new signs in the spring. Databases will be updated upon sign installation.

**Region of Queens Municipality**

**COUNCIL IMPLEMENTATION REPORT – JANUARY – DECEMBER 10, 2019**

<b>Date</b>	<b>Recommendation</b>	<b>Responsibility</b>	<b>Action Taken</b>
Oct. 22, 2019	Enter into negotiations with Mogan Holdings Limited for the Municipal acquisition of a portion of property identified as PID #70026547 and located adjacent to McLeod Street in Liverpool for the sale price of \$1.00; AND THAT the Region of Queens Municipality will assume the costs associated with subdividing the property.	M. MacLeod	Survey complete. Awaiting preparation of deed for signatures and registration.

<b>Date</b>	<b>Recommendation</b>	<b>Responsibility</b>	<b>Action Taken</b>
Nov. 26, 2019	<p>Apply to a court of competent jurisdiction for a declaration that the property located at 465 Highway 8 in Milton be considered dangerous or unsightly, as defined in the Municipal Government Act, for an order required the following work be carried out by the owner of the property:</p> <ol style="list-style-type: none"> <li>1. removal of all derelict vehicles (vehicles which are non-roadworthy or without current licensing or safety inspection in force and evidenced on the vehicle, including RV's, and campers and associated vehicle parts),</li> <li>2. removal or proper storage (inside of building) of all metals, vehicle parts, oil barrels, appliances, furniture, tires, plastics, electronics, and</li> <li>3. removal of all household garbage, and other miscellaneous items strewn about the property and delivered to Region of Queens Solid Waste Management Facility or other approved locations.</li> </ol>	K. Hurley M. MacLeod	Issue has now been resolved with permanent compliance expected by June 30, 2021.

**Region of Queens Municipality**

**COUNCIL IMPLEMENTATION REPORT – 2018**

<b>Date</b>	<b>Recommendation</b>	<b>Responsibility</b>	<b>Action Taken</b>
Jan. 23, 2018	Register the Port Mouton (Spectacle) Lighthouse, in the Municipal Registry of Heritage Properties for the Region of Queens.	M. MacLeod	Designation process complete.  Staff to arrange plaque presentation to Lighthouse Society.

**COUNCIL IMPLEMENTATION REPORT – August 2018**

<b>Date</b>	<b>Recommendation</b>	<b>Responsibility</b>	<b>Action Taken</b>
Aug. 14, 2018	Register the property identified as PID #70017827 and located at 547 Main Street in Liverpool, and known as the West House, in the municipal registry of heritage property for the Region of Queens.	M. MacLeod	Registration completed. Staff to arrange plaque presentation to property owners.