

**Region of Queens Municipality Regular Council
Tuesday, March 28, 2023
Immediately Following Public Hearing
Scheduled for 6:00 p.m.**

Agenda

1.0 Call to Order

2.0 Changes / Approval of Agenda

3.0 Presentation

4.0 Tabling of Petitions

5.0 Public Question / Comment Session

6.0 Approval of Minutes

6.1 Regular Council – March 14, 2023

7.0 Recommendations

7.1 Bylaw No. 4 – A Bylaw Respecting Emergency Management,
second reading

7.2 Development Agreement – Beach Meadows Beach Road, Beach
Meadows

7.3 Insurance and Risk Management Services RFP

7.4 Administrative Policy 9 – Property Tax Exemptions

7.5 Solid Waste Management Facility – Tipping Fees

7.6 Agreement with South Shore Flying Club

8.0 Discussions

- 8.1 Council Implementation Report
- 8.2 NSFM Spring Conference and FCM Annual Conference Attendance
- 8.3 Pool Discussion

9.0 In-Camera Items

10.0 Adjournment

**Region of Queens Municipality Regular Council
Tuesday, March 14, 2023 9:00 a.m.**

Minutes

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

1.0 Call to Order

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

2.0 Changes / Approval of Agenda

Mayor Norman added In Camera Item 9.1 – Lease of Municipal Property and Item 8.4-Fire Department Insurance Decision.

Councillor Muise requested to add Item 8.5 – District 13 Area Rate.

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

MOTION CARRIED unanimously.

3.0 Presentation

3.1 Queens Care Building Society

Mayor Norman welcomed members of the Queens Care Building Society to Council.

Christopher Clarke, Chair, stated due to tax reasons, the Society is not able to reclaim HST, so the Society has collapsed and are now the Queens Home for Special Care. He introduced the board members.

Tony Ross, Principal, Montgomery Sisam Architects, was present via Zoom and provided an update on the project. Some highlights included:

- Architects for the project include Fauler Bauld Mitchell Architects and Montgomery Sisam Architects.
- Montgomery Sisam Architects is out of Toronto and are experts building long term care facilities having built 80. They have previously worked in Nova Scotia.
- The six groups working together have been very productive; Hillview Acres, Queens Manor, Fauler Bauld Mitchell Architects, Montgomery Sisam Architects, Tate Engineering and Maro Group.
- There have been 60 design focused interactions to date.
- The group visited Nova Scotia and toured Alderwood in Baddeck, The Meadows in Yarmouth, and Ivany Place in Bedford.
- The complex design is built on a scale of 12 and 16 rooms to provide the residents with the feeling of normality and non-institutional.
- The recreation provided at both facilities is excellent and above average. The new facility will provide both an indoor and outdoor space which will be readily accessible.
- The building will be community focused where family and children will be welcome.
- The design features include:
 - Space for 112 residents
 - 2 storeys
 - Households of 12 and 16 residents
 - Open courtyard design
 - Innovative approach to recreation
 - Daylight and views
 - Equity
 - Intuitive wayfinding – easy to navigate
 - Staff wellness focused
 - Net zero target – onsite renewables
 - Seniors services hub – investigated for community based seniors
- Project Status – Steps 3, 4 and 5 have been submitted to the Department of Seniors of Long Term Care. Step 6 is in progress.

Met with the Regions' Planning Department and they are in support. A meeting is planned with the local fire departments this Friday.

- Level 1 layout provides resident rooms in groups of 12 and 16 on the east and west ends of the building; social spaces for dining and access to outdoors; social amenities; public spaces for programming and administration in the center of the building; north side will be service oriented.
- Level 2 layout is similar but the service elements are smaller.
- Significant outdoor space that could provide high quality programs.
- While sitting in the dining room, the residents will have a courtyard view. The view of the outside of the building includes chimneys and not overly institutional.
- The site is 11.7 acres, situated south of Highway 103, north of the Emera Center, and east of the Best Western. The complex will be south facing with the north side producing electricity. Public access will be through an extension off Queens Place Drive at 90 degrees.

Deputy Mayor Fancy enquired to the reasoning of having 16 rooms on the west side and 12 on the east. Mr. Ross stated there is only a slight difference, but depending on the care necessary for the residents would determine where the resident is situated. Staff will be able to provide better service.

Councillor Brown enquired about access for fire services on the east and west sides of the building. Mr. Ross stated they would turn left on Queens Place Drive and have access to the front door. The building will have a sprinkler system, so there would be no need to circumvent the building.

Councillor Charlton enquired how far they would need road and services extended to. Mr. Ross stated between 60 – 80 meters.

Mr. Clarke stated the committee is looking at uses for the existing manor and thanked Council.

Mayor Noman thanked them for their presentation.

4.0 Tabling of Petitions

There were no petitions to come before this meeting.

5.0 Public Question / Comment Session

Jeff Mercer, 12 Blower Street, Lunenburg – Mr. Mercer stated he is present to represent the South Shore Public Libraries. He voiced concerns about the current facility's construction safety and the building being for sale. He urged Council to take this into consideration during discussions.

Katarina Cochrane, 17 Enos Collins Lane, Liverpool – Ms. Cochrane stated there is a need for housing in Queens, especially for staff in the new manor. You have to invest money to make money and to attract people to move into the area and urged Council to support the new building projects.

Al Doucet, Waterloo Street, Liverpool – Mr. Doucet stated he works with physician and nurse recruitment for Queens and housing is an issue and we need to invest it.

6.0 Approval of Minutes

6.1 Regular Council – February 28, 2023

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

THAT the minutes of the Regular Council meeting held February 28, 2023 be approved as circulated.

MOTION CARRIED unanimously.

7.0 Recommendations

7.1 Tax Exemption Bylaw, second reading

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

THAT Council of the Region of Queens Municipality give second reading to Bylaw No. 14 respecting Tax Exemptions.

MOTION CARRIED unanimously.

7.2 Road Naming Serenity Now Lane, Western Head

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

THAT Council of Region of Queens Municipality approve the naming of a new road off Shore Road in Western Head as Serenity Now Lane.

Mike MacLeod, Director of Planning and Development, stated a request for the naming of a private road has been submitted which would see the naming of a new road off Shore Road in Western Head named as Serenity Now Lane. The applicant is the owner and is in compliance with policy.

This name is acceptable to the Planning Department as this named road name currently does not exist in Queens County.

MOTION CARRIED unanimously.

7.3 Rescinding of Motion – Proposed New Library Site

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

THAT Council of Region of Queens Municipality rescind the motion adopted at the January 10, 2023 Regular Council Meeting approving the placement of the new Thomas H. Raddall Library on the lands of the Municipality adjacent to the sliding hill at the end of Queens Place Drive, Brooklyn.

Eric Levy, Municipal Clerk, stated at last Council notice was made to rescind the motion. Within the Rules of Order, it stipulates when notice is given prior to meeting it requires a majority vote to carry the motion.

Councillor Charlton stated she was the Council member who brought this forward. The problem is with the cost of the road to put this in. The Manor and Library board and committee have done a lot of work and this is no reflection on them; however, Council have not approved to spend \$950,000 on a roadway. When Council agreed to sell this land to the Manor, it was August 9th, 2022, and they provided us with 2 maps where they proposed a one-storey or two-storey. The cooperation agreement, mentioned earlier this morning, did not require Council to provide water and sewer extension or a road. The \$950,000 has not been passed in our last year's budget, was not voted on as a motion, and on February 28th at our last Council meeting, it was stated by our Director of Engineering who last spoke with the project managers for this project in mid-January, 2023 that it did not require water and sewer extension. It was also noted in the minutes that we approved exactly that.

The Region does not own land beside it, and there have been no proposals for us to buy the property. There could be value in development of that road later, but why would we spend \$1 Million on that now on what ifs.

It is being stated that the Manor needs that road, but when reviewing the plans, the library needs that road. Again, the cooperation agreement did not agree to extend the road. It was noted that they would tie into water and sewer where it currently ends at the cul-du-sac.

We are in preliminary budget discussions, talking about proposed deficits, and may have to raise tax rates. How can we invest \$1 Million into a road that goes nowhere at this point? .

She stated she wants a new library. Jeff Mercer's comments is a different discussion, but I have raised his concerns before. We need to come up with a plan and potentially house the library temporarily until a site is set out. It was also stated previously that this committee is not applying for grants as Council did not tell them to. In the Terms of Reference that we approved in April 2022, it notes that grant submissions will be done with our municipal staff.

Councillor Charlton expressed concern around current draining at the proposed library site.

When Queens Place Crossing was built the water was directed off the property so there was no flooding. Why was this not factored into the site selection process? The drains would need to be moved, which will require extensive excavation at additional cost. The latest minutes from the Library Committee points out concerns that the \$3 Million may not be enough and asked if this could be discussed at budget. The cost of library is \$3 Million, cost of the road is \$950,000 and there is no power to the site and now the factor of the drain. With the altering of the drain, would there be a need to involve Department of Environment. If so, this would create further delays.

Councillor Amirault stated the cost Andrew Amos, library project manager, provided for the construction of the library building was \$400/sq. ft. This would cover the cost of the building, furniture and equipment. Chris McNeill, CAO, stated the cost of construction is \$3 Million, 6,000 sq/ft at \$400 per sq/ft gives you \$2.4 Million. The remaining \$600,000 is for parking lot, drainage, power, his fees, architectural fees, HST, etc.

Councillor Brown stated from the presentation from the Queens Home for Special Care, they do want an extension of the road, sewer and water which we are committed to doing if we want this project to go forward. It's not the full cost of the road extension as most of the cost would be for the new manor, and would not be a huge cost to extend to the proposed library. The committee picked the best site that would work for them and we need to move forward.

Councillor Gidney stated he agrees with Councillor Charlton. In addition, the sliding hill we be effected. There are a lot of factors that will increase the cost and cannot support the location.

Councillor Muise stated with the increase of 25 parking spots for the proposed library site would increase the work load on the Works Department.

Councillor Charlton enquired if the drain was included during the site selection. Mr. McNeill stated there were 8 sites selected and the committee decided the criteria and all assessments were done as an initial inspection with respect to upgrades to streets, sidewalks, sewers, etc. by our Director of Engineering and Public Works. The assessment by the project manager would take in all those factors as well. He is well aware of an artificially created water course which is not a natural water course so does not apply to the Environment Act.

Deputy Mayor Fancy stated a number of things have changed and rescinding this motion does not mean we are trying to get rid of the library. He agreed that the artificial water way, which is wetland, could easily become a problem. Trying to find a location is the decision of Council.

Deputy Mayor Fancy took the Chair at 10:25 a.m.

Mayor Norman stated rescinding this motion would cause more delays and extra costs. We have spent money on four test sites, there has been discussion on if rescinded that we investigate placing it on Queens Place. It is very important that we move forward on a decision that was made months ago.

We are not committed to taking the money from the sale of our land to Queens Manor and provide them their infrastructure services. However, if we do not do that, we know that looking at their design principles residential scale both indoor and outdoor recreation space, community focused, that the \$1 Million is going to come from their design principles. It has been the historic action of the Region of Queens with money from land sales, that that money goes back into infrastructure.

When Best Western purchased their land the money was put into the road that goes in front of Queens Place. The decision could have been made not to build that road, but to simply come into Queens Place for parking. It's because of that road infrastructure that we see Queens Manor looking at that site as a site for their new complex.

I am going to request a recorded vote on this motion for our records and urge Council to get on with what we've decided to build at the best location. We have all received emails from residents throughout the Region stating there is parking and lights at this location.

Having 24 addition parking spaces for the Works Department to plow should not be an issue as they currently plow in the area.

Councillor Gidney stated "to me it feels like it was always; I am not saying it was, but I feel it was predetermined where it was going to be". In the minutes from May 18th, it was stated by Andrew Amos that the location was too nice for just a library and to consider combining with the proposed pool. The motion was defeated because they thought it would be a better location.

The committee did not provide a second location. The motion, exactly as was defeated, was brought back to Council for consideration, although being disputed, and was passed. It is time we stand up and say no this is not the place for the library. There are other locations we should be looking at.

Councillor Amirault stated there may be a need for further funding as contractors are not holding their prices; even with a 10% increase that would raise the cost of the building to \$2.75 Million.

She further enquired if the other sites were to incur additional cost of \$300,000 to \$600,000, would the additional costs stay within that cost range. Mr. McNeill stated the Director of Engineering and Public Works would be the best one to respond, but the \$950,000 came from him, not Queens Manor or the Library Board. It was his suggestion and submission for the budget discussion. His feeling was there was no sense in building half a road, to go ahead and build it all. Queens Manor's was 60 – 80 meters to take it to the end of their driveway. In discussions with the Director of Engineering he will not build a road to a flat end, it will need to have a cul-du-sac at the end, similar to what it is now. If Council does not wish to extend the road at all, there would be no cost to anybody. If Council wishes to extend the road for Queens Manor and put the cul-du-sac in as per our Director of Engineer's engineering standards, the extra distance may be 20 – 40 feet so would be nowhere near \$950,000. There would be very little impact to extend to the library.

Deputy Mayor Fancy called for the vote.

Councillor Vicki Amirault – Yes
Councillor David Brown – No
Councillor Maddie Charlton – Yes
Deputy Mayor Jack Fancy – Yes
Councillor Ralph Gidney – Yes
Councillor Carl Hawkes – No
Councillor Kevin Muise – Yes
Mayor Darlene Norman - No

MOTION CARRIED with 5 in favour and 3 against.

Mayor Norman resumed the Chair.

7.4 Community Investment Fund – CJQC Radio Society

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

THAT Council of Region of Queens Municipality provide grant funding at CJQC Radio Society in the amount of up to \$2,775.15 from the 2022-2023 Community Investment Fund.

Meaghan Roberts, Director of Recreation & Healthy Communities, stated an application for Capital Upgrade was received from CJQC Radio Society (QCCR) to replace and upgrade their main broadcasting studio with a mixing board, distribution amplifier and accompanying software in the amount of \$2,775.15. All required documentation was provided and meets criteria set out in Policy 11.

MOTION CARRIED unanimously.

7.5 Town Hall Arts and Cultural Center HVAC Study

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

THAT Council of Region of Queens Municipality approve entering into a contract with DUMAC Energy Limited to conduct a HVAC investigation at the Town Hall Arts and Cultural Center, 219 Main Street, Liverpool, at a cost of \$10,975 plus HST, to be budgeted in the 2023-2024 fiscal year.

MOTION CARRIED with 7 in favour and 1 against.

8.0 Discussions

8.1 Administrative Policy 9 – Property Tax Exemption

Mayor Norman stated this was brought forward at last Council meeting and Council requested to see a tiered model.

Joanne Veinotte, Director of Corporate Services, stated we currently have a tax exemption of \$300 for low income residents with the applicable income level last year of \$30,000.

The Manager of Finance has prepared a tiered system similar to other municipal units. The income levels have been split out up to \$20,000, \$20,000 to \$25,000, and \$25,000 to \$30,000 and estimated cost for next year.

We have discussed increasing the low income tax to \$350. With the current uptake of what we have that will increase the budget by \$22,500. Currently the budget is \$100,000. The exemptions for the tiered system the cost would be \$125,050. There could be more applicants or less.

Mayor Norman enquired which of the three options Council wished to proceed with.

1. Continue with the \$300 as the tax exemption,
2. Increase the tax exemption to \$350, which equates to \$122,500 for the budget, or
3. Incorporate the tiered system, which equates to \$125,050 for the budget.

Councillor Brown stated assessments have gone up and the tiered system would help with the people who need it. Councillors agreed.

Mayor Norman requested the budget be prepared with the tiered amount.

8.2 Grant Writing

Councillor Charlton noted this was not what she had requested and enquired if there was information on this to be shared. Mayor Norman stated no, but it had been suggested by Council that grant writing be added to a particular job description but there needs to be an understanding of what the expectations are for grant writing.

Deputy Mayor Fancy stated with discussions on the library and pool, he enquired where are we with grant writing, as we have not made any applications and are missing out on opportunities. Is this because we do not have the personnel to write them? What direction do we need to take? Chris McNeill, CAO, stated staff apply for grants on a regular basis. Each department apply for their own and in discussions held with them, they are not comfortable with someone else filling out grants for their departments.

Mr. McNeill explained that grants cannot be applied for unless and until you have a project in place. We have an idea with the library and pool, but we do not have anything defined. We can only apply for grants when all the detailed designs are clearly defined. Most grants are assigned to a particular project. In addition, there has to be money in the budget for the project. The budget has not been approved yet for next year, so staff are hesitant to apply for grants until it is known that the project has been approved.

Deputy Mayor Fancy stated there may be a communication issue as when he enquired about a pool grant and was told there were not any to apply for. Mr. McNeill clarified that there are many grants available. If you enquired if there are grants for a library, the answer is no because the province does not fund libraries. There are however funds available through the gas tax fund to fund the library. There are funds available through energy efficiency programs. The same for the pool, the province has funding available under their community recreation programs and technology. Grants are available for public infrastructure.

He further stated as an example with the pool, once a final plan is in place, and it goes to tender, then you can apply for your grants. You need to apply for grants prior to starting construction.

Councillor Muise stated other regions have a specific employee writing grants. He voiced his concerns when we are ready to build the pool or library, who will submit the grants. Is there a need to train someone to write and submit these grants? Mr. McNeill stated staff do not feel this would be helpful, as they would be doing most of the work for the project anyway. When staff get into bigger projects, such as the Waterloo upgrade, most of the design work has to be

done by our Engineers and the application is very basic, most times just attaching the documents. The same will happen for the pool and library. Once the project manager has completed the designs, they will advise us what grants we can apply for, and then depending on which department is involved, the staff will submit the grants.

Councillor Charlton stated the problems and issues around this topic are due to a lack of communication and if everyone has all the information necessary a lot of the problems would be resolved.

8.3 Library

Councillor Charlton stated she asked for this item to be added to agenda in case the motion was rescinded, so we could ensure the library that we want a library.

She further stated to Jeff Mercer's comment on the issues of structural and health concerns, the need to find a temporary location until we decide a permanent home for the library and would like to see options provided for that. There are a few vacant buildings and need to identify the criteria for that. Councillor Gidney agreed the need to look for an alternate plan.

Deputy Mayor Fancy stated this was discussed before and enquired if we looked into areas for this. Mr. McNeill stated after our discussion and your request, the one place was looked into, but it was occupied.

Councillor Brown stated the need for a discussion on the direction to be given to the selection committee as there is no direction to move forward, or if we are going forward with a library. Is there a need for a new Terms of Reference?

Councillor Charlton stated the need for clarification on the committee's Terms of Reference and how they would need to be revised if we are looking at combining the library with the proposed pool at QPEC. Mayor Norman stated Council has the opportunity to build what it wants, but in trying to add to an existing building will

cost more than a standalone building. If Council wishes to hire an architect to investigate the cost to add an addition to QPEC or with the pool, but to keep in mind the \$3 Million that was planned to use for the construction of the library came from surplus money given to us by the federal and provincial governments during COVID and deed transfer money. This was not money put on tax rates.

Deputy Mayor Fancy stated he would like one complex, the pool and library combined, as there would not be a need for additional parking spaces and suggested this be investigated.

Councillor Muise stated in reading the Library Committee minutes, the project Manager, Andrew Amos, had spoken about combining them and enquired if this is something that should be discussed with him. Mr. McNeill stated at the last library committee meeting, discussions were held with the project manager on connecting the library to QPEC. He indicated that it could be done but at substantially more cost. As an example, a standalone building is combustible construction and to build onto QPEC, it has to be non-combustible construction, the same as QPEC. A standalone does not require a sprinkler, but if built on to QPEC it does. The power supply would need to be investigated. He has not investigated anything within QPEC to offer any opinions, and would most likely suggest hiring an architect, which would cost approximately \$100,000 - \$150,000.

Mr. McNeill further stated the parking lot at QPEC would not likely support the addition and would most likely need to be reconfigured. One of the reasons this was not brought forward as a recommendation was the distance from the current parking lot to a library at the back of the building, which would be an impediment to a lot of residents, especially those with some form of disability.

Councillor Brown stated the idea of combining the projects was raised by himself during his period as Chair on the committee, and not raised by Mr. Amos.

Councillor Amirault stated the costs associated with the other sites are known and the only one not known would be the addition to QPEC and agreed with Mr. McNeill's comments that Mr. Amos stated it would cost a lot more, and feels there is a need take back to the committee and re-examine them.

Councillor Charlton enquired how does putting the library on Centennial Park cost in excess of \$300,000 - \$600,000, if the library is \$2.4 Million. Councillor Amirault stated the inflation costs in materials would need to be factored in. Mr. McNeill stated the extra money in the proposal was for pilings, and you would need to factor in site work, HST, parking lot, power, etc. Mayor Norman cautioned Council about building anything on the Centennial / Privateer Park area due to flooding. Councillor Charlton stated there were funds from a flood risk grant available through the federal and provincial government as other municipalities have received them.

Councillor Amirault voiced her concern over the moving of the sledding hill to accommodate the proposed manor but the motion said it would be adjacent to it. Mr. McNeill stated if the road goes in as Queens Manor wants it, the sledding hill will need to be relocated as they would be sledding directly on the road.

Councillor Amirault stated that Queens Manor have not requested an extension for the road. Mayor Norman commented that in speaking with members of the Board they are not expecting to have road costs in their proposal. They have assumed that Council would use the money from the land sale to extend the road, which has always been the way this was done. Councillors Muise and Charlton agreed that this was assumed and no request has been made nor passed through council.

Roundtable discussions were held to determine how to move forward; some highlights raised included using the community rooms and washrooms which would incorporate a portion of QPEC, consider having the pool and library as one unit.

Council agreed to have staff contact the Library Board for them to create a contingency plan in case there is a need for a temporary location. Councillor Charlton asked that a copy of the library lease be provided.

Majority of Council agreed to have the project manager investigate having a standalone building on Queens Place land.

Mayor Norman announced at break at 12:10 p.m.

8.4 Fire Department Insurance Decision

Deputy Mayor Fancy stated a meeting was held with the Fire Chiefs last evening to discuss liability insurance coverage.

Three options were brought forward for discussion.

1. Deductible of \$25,000
2. Deductible of \$5,000
3. Stay the same

The cost saving of Option 1 to the Region is \$60,000. The Fire Chiefs do not wish to have any increase in the deductible. To accept Option 1, and should an incident occur the fire departments are responsible for the payment of the deductible; they can request assistance, but it may not be guaranteed.

In Option 2, if there is an accident, Council agrees to pay the \$20,000 deductible if the damage is over \$25,000. If an accident occurs and the repair costs are between \$5,001 and \$25,000, Council agrees to pay the difference between \$5,000 and the actual repair cost.

Option 3 is to use Supplier 2 for the Fire Department with a \$5,000 deductible and use Supplier 1. The increase in cost to the Region is \$64,400. We would not switch the insurance supplier and stay where we were.

Over the last 5 years there have been only 3 claims totaling \$43,500, not including the deductible.

Ms. Veinotte stated the budget has been prepared with the savings of \$60,000. She does not believe the fire departments are concerned over who the carrier is, but their concern is over the cost of the deductible. Supplier 1 covers everything, but if we split off and use Supplier 2, which provides the fire services only, we end up paying for the liability insurance twice. In addition we would have to cover the \$4,400 for the oil tank liability. With Options 1 or 2, the budget remains the same. If going with Option 3, the budget increases \$64,400. This is a question of risk, and if you look at the accident claims, the risk is very low.

Councillor Charlton suggested discussion during budget of including a reserve of \$20,000. Councillor Muise and Councillor Brown agreed to the need for a discussion during budget for putting money in a reserve.

Council agreed to go with Option 2.

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

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

MOTION CARRIED unanimously.

8.5 District 13 Area Rate – Councillor Muise

Councillor Muise stated following the budget meeting he had a discussion with Mallory Plummer, Manager of Finance, to pay our sewage debt we have to add it to assessments in District 13. The current sewage debt is \$150,000, which is paid by every district. Ms. Plummer stated she was going to bring it from .05 down to .025, which I disagreed. She indicated we cannot have a sewage debt unless it is put into the policy.

He further stated he does not see why District 1 should have to paying for sewage debt when we are taking 2 cents off District 13 to go towards its debt.

Mr. McNeill stated the current area rate for Liverpool is 5 cents pay for debt, the proposed budget rate is 2.5 cents. If you do not want to give Liverpool the 2.5 cents saving, you are charging them more for the sewer debt that is on the general rate now to bring it back to the 2.5 cents.

Councillor Muise stated if we leave it on and not take it off, there will only be a deficit of \$100,000 that all the districts have to pay towards the debt. \$50,000 of it is going to be paid by District 13.

Mr. McNeill stated prior to any change happening, Ms. Veinotte will have to make calculations to ensure the numbers line up. Ms. Veinotte stated they will be reviewed during budget discussions.

9.0 In-Camera Items

It was moved by Councillor Gidney and seconded by Councillor Brown that the proceedings go In-Camera at 1:00 p.m. to discuss the following:

9.1 Lease of Municipal Property

MOTION CARRIED unanimously.

It was moved by Councillor Gidney and seconded by Councillor Brown that the proceedings exit In-Camera at 1:30 p.m.

MOTION CARRIED unanimously.

10.0 Adjournment

The meeting adjourned at 1:30 p.m.

Mayor Darlene Norman, Chair

Eric Levy, Municipal Clerk

Christine Watson, Administrative Assistant – Planning & Development

Date Approved: _____

Region of Queens Municipality Staff Report

7.1

To: Council

From: Eric J. Levy, Municipal Clerk and Diversity Coordinator

Date: March 28, 2023

Re: Bylaw No. 4 – A Bylaw Respecting Emergency Management,
Second Reading

Background


In 2006, Council adopted 'Bylaw No. 4 – A Bylaw to Provide for a Prompt and Coordinated Response to a State of Local Emergency'. As part of ongoing policy and bylaw review, proposed 'Bylaw No. 4 – A Bylaw Respecting Emergency Management' has been drafted to update and clarify current practices and procedures.

The review and drafting process of the proposed bylaw included an in-depth review of other municipal Emergency Management bylaws in Nova Scotia, review of the *Emergency Management Act* and *Municipal Government Act*, and review and feedback from the current Emergency Management Coordinator.

Details

The changes made in the creation of the proposed bylaw are as follows:

- Removal of definitions that are no longer necessary in the new document or are defined in their own individual sections of the bylaw including:

- 
- Councillor
 - Minister
 - Municipal Emergency Measures Management Committee
 - Municipal Emergency Management Coordinator
 - Municipal Emergency Management Organization
 - Municipal Emergency Planning Committee
 - State of Emergency Regulations
 - Emergency Management Advisory Committee
 - Current bylaw states this committee shall be appointed by Council. Proposed bylaw states this committee shall be appointed by Council and shall consist at minimum of the Mayor and Deputy Mayor
 - Emergency Management Planning Committee
 - Changes to make committee membership more specific in naming organizations to be represented rather than sectors.
 - Duties of Council
 - Sections titled, “Declaration of State of Local Emergency”, “Notice Provision”, and “Duties During a State of Emergency” have been consolidated under a “Duties of Council” section. Some subsections within these have been removed, as they are included in the Emergency Management Plan.

Applicable Legislation

Section 47 of the *Municipal Government Act* states:

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

Section 10 of the *Emergency Management Act* states:

- (1) Within one year after coming into force this Act, each municipality shall
- (a) Subject to the approval of the Minister, establish and maintain a municipal emergency by-law.



Budget Impacts

There are no anticipated budgetary impacts in the adoption of this bylaw.

Recommendation

THAT Council of Region of Queens Municipality give second reading to Bylaw No. 4 – A Bylaw Respecting Emergency Management.

Communications

The approval of this Bylaw will be advertised in a locally distributed newspaper and on Region of Queens Municipality website and social media channels.



BYLAW NO. 4

A BYLAW RESPECTING EMERGENCY MANAGEMENT

BE IT ENACTED by the Council of Region of Queens Municipality, under the authority of the *Emergency Management Act*, 1990, c.8, s.1; 2005 c.48 s.1.

1. This bylaw shall be known as Bylaw Number 4 and may be cited as the “Emergency Management Bylaw.”

DEFINITIONS

2. For the purposes of this bylaw, the following definitions shall apply:
 - a. “Act” means the Emergency Management Act, S.N.S 1990, c.8.
 - b. “Council” means the Council of Region of Queens Municipality.
 - c. “Deputy Mayor” means the Deputy Mayor of Region of Queens Municipality.
 - d. “Emergency” means a present or imminent event requiring the prompt coordination of action and/or regulation of persons or property to be undertaken to protect property or the health, safety, or welfare of people.
 - e. “Emergency Management Plan” means plans, programs, or procedures prepared by the municipality intended to mitigate the effects of an emergency and to provide for the safety, health, or welfare of the population and protection of property in the event of such an emergency.
 - f. “Mayor” means the Mayor of Region of Queens Municipality.
 - g. “Municipality” means Region of Queens Municipality.
 - h. “State of Local Emergency” means a state of local emergency declared by Council pursuant to the Act or renewed by the municipality pursuant to the Act and this bylaw.

EMERGENCY MANAGEMENT ORGANIZATION

3. Council hereby establishes a Municipal Emergency Management Organization consisting of the following:
 - a. A municipal Emergency Management Advisory Committee
 - b. A municipal Emergency Management Coordinator
 - c. A municipal Emergency Management Planning Committee.



EMERGENCY MANAGEMENT ADVISORY COMMITTEE

4. The Emergency Management Advisory Committee shall be appointed by Council from its members and shall consist at minimum of the Mayor and Deputy Mayor.
5. The municipal Emergency Management Advisory Committee shall:
 - a. Advise Council on the development of the Emergency Management Plan
 - b. Present an Emergency Management Plan to Council
 - c. Perform other such duties as may be required by the Emergency Management Plan or for emergency management.

EMERGENCY MANAGEMENT COORDINATOR

6. The Emergency Management Coordinator shall:
 - a. Chair the Municipal Emergency Management Planning Committee
 - b. Coordinate, prepare, and execute the municipal Emergency Management Plan, training, and exercises
 - c. Perform such duties in accordance with Municipal Emergency Management Plan.
7. An Alternate Emergency Management Coordinator shall be selected and fulfill the duties of the Emergency Management Coordinator in the absence or unavailability of the Emergency Management Coordinator.

EMERGENCY MANAGEMENT PLANNING COMMITTEE

8. Municipal Emergency Management Planning Committee shall include, but not be limited to the following members:
 - a. Emergency Management Coordinator
 - b. Alternate Emergency Management Coordinator
 - c. Director of Engineering and Public Works
 - d. Municipal Clerk
 - e. Other designated Region of Queens Municipality Staff
 - f. RCMP
 - g. Fire Services
 - h. Nova Scotia Power
 - i. Red Cross
 - j. EHS
 - k. Acadia First Nation
 - l. Confederacy of Mainland Mi'kmaq
 - m. Queens County Ground Search and Rescue
 - n. North Queens Ground Search and Rescue



- o. Queens County Senior Safety Coordinator
- p. Government of Nova Scotia Departments or entities including, but not limited to
 - i. Department of Health and Wellness
 - ii. Department of Natural Resources and Renewables
 - iii. Department of Public Works
 - iv. Department of Community Services
 - v. Nova Scotia Emergency Management Office
- 9. The Emergency Management Planning Committee shall:
 - a. Assist the Emergency Management Coordinator in the preparation and coordination of a Emergency Management Plan
 - b. Advise the Emergency Management Advisory Committee on the development of a Municipal Emergency Management Plan
 - c. Assist the Emergency Management Advisory Committee in presentation of a Municipal Emergency Management Plan to Council when requested
 - d. Perform any other duties as required by Emergency Management Coordinator or Emergency Management Advisory Committee.

AGREEMENTS

- 10. With approval of Council, Emergency Management Planning Committee may negotiate agreements to be approved by Council with the Government of Canada, the Province of Nova Scotia, a municipality, city or town, or any other agency of person.
- 11. Any agreement negotiated under Section 10 is not binding until it is approved by Council as to form and context.

DUTIES OF COUNCIL

- 12. Council shall review, evaluate and adopt a Municipal Emergency Management Plan presented to it by the Municipal Emergency Management Advisory Committee.
- 13. The Council may specify additional duties to be fulfilled by the Emergency Management Advisory Committee, Emergency Management Coordinator, and Emergency Management Planning Committee.
- 14. Council may appropriate and expend monies:
 - a. To pay reasonable expenses of members of the Emergency Management Advisory Committee, Emergency Management Coordinator, and Emergency Management Planning Committee



- b. To fulfill the terms and conditions of an agreement approved by Council pursuant to Sections 10 and 11.
- 15. Mayor and Council shall declare a state of local emergency by following procedures set forth in the Emergency Management Act and associated Regulations.
- 16. Following the declaration of a State of Local Emergency and the duration of the state of local emergency:
 - a. Every Councillor shall advise the Mayor of their location and how they may be contacted
 - b. Every employee, servant, or agent of the Municipality who has a key role to play in such emergencies as identified in the Emergency Management Plan shall:
 - i. Advise the Emergency Management Coordinator of their whereabouts
 - ii. Fulfill such duties as prescribed by the Emergency Management Plan or as assigned by the Emergency Management Coordinator.

REPEAL

Bylaw No.4 *A Bylaw to Provide for a Prompt and Coordinated Response to a State of Local Emergency*, adopted December 18th, 2006, and all other versions of this bylaw are repealed and replaced with this new version.

OFFICIAL CERTIFICATION

THIS IS TO CERTIFY THAT this bylaw was passed by the Council of Region of Queens Municipality at a duly constituted meeting of said Council held on the _____ day of _____ 2023

SIGNED by the Mayor and Municipal Clerk this _____ day of _____ 2023

Mayor

Municipal Clerk



Clerk's Annotation for Official Bylaw Book

Date of first reading: February 28, 2023

Date of advertisement of Notice of Intent to Consider: March 8, 2023

Date of Final reading: March 28, 2023

Date of advertisement of Passage of Bylaw:

Date of approval by Minister of Municipal Affairs and Housing:

I certify that this BYLAW RESPECTING EMERGENCY MANAGEMENT was adopted by Council and published as indicated.

Municipal Clerk

Date

Minister of Municipal Affairs
And Housing

Date

BYLAW NO. 4

A BYLAW TO PROVIDE FOR A PROMPT AND COORDINATED RESPONSE TO A STATE OF LOCAL EMERGENCY

A MUNICIPAL EMERGENCY MANAGEMENT BYLAW

The Council of the Region of Queens Municipality under the authority vested in it by the Emergency Management Act, S.N.S. 1990 c.8, s.1, enacts as follows:

SHORT TITLE

1. This Bylaw may be cited as the "Emergency Management Bylaw".

INTERPRETATION

2. In this Bylaw:

- (a) "Act" means the Emergency Management Act, R.S.N. 1990, c8;
- (b) "Council" means the Council of the Region of Queens Municipality;
- (c) "Councillor" means a member of Council;
- (d) "Emergency" means a present or imminent event in respect of which the Municipality believes prompt coordination of action or regulations of persons or property must be undertaken to protect property or the health, safety or welfare of people in Nova Scotia;
- (e) "Minister" means the member of the Executive Council to whom is assigned the administration of the Act and regulations;
- (f) "Municipal Emergency Management Plans" means plans, programs or procedures prepared by the municipality that are intended to mitigate the effects of an emergency or disaster and to provide for the safety, health or welfare of the civil population and the protection of property in the event of such an occurrence;
- (g) "Municipal Emergency Measures Management Committee" means the advisory committee established pursuant to the Act;
- (h) "Municipal Emergency Management Coordinator" means the person appointed by Council pursuant to the Act;
- (i) "Municipal Emergency Management Organization" means the organization established pursuant to the Act;

- (j) "Municipal Emergency Management Planning Committee" means the committee established pursuant to this Bylaw;
- (k) "Municipality" means the Region of Queens Municipality;
- (l) "State of Emergency Regulations" means regulations approved by the Governor in Council by Order in Council 92-61, Regulation 17/92, as amended from time to time;
- (m) "State of Local Emergency" means a state of local emergency declared by the Region of Queens Municipality pursuant to the Act or renewed by the municipality pursuant to the Act and regulations made pursuant thereto and this Bylaw;
- (n) "Mayor" means the Mayor of the Region of Queens Municipality.

MUNICIPAL EMERGENCY MANAGEMENT ORGANIZATION

- 3. (a) The Council hereby establishes a Municipal Emergency Management Organization to be known as Region of Queens Municipality Emergency Management Organization.
- (b) The Region of Queens Municipality Emergency Management Organization shall consist of the following persons and committees:
 - (i) a Municipal Emergency Management Advisory Committee;
 - (ii) a Municipal Emergency Management Coordinator; and
 - (iii) a Municipal Emergency Management Planning Committee.

MUNICIPAL EMERGENCY MANAGEMENT ADVISORY COMMITTEE

- 4. (a) The Municipal Emergency Management Advisory Committee shall be appointed by Council from its members for such term as the Council deems necessary.
- (b) The Municipal Emergency Management Advisory Committee shall at all times consist of the members of the Committee of the Whole.
- (c) The Municipal Emergency Management Advisory Committee shall:
 - (i) advise Council on the development of Municipal Emergency Management plans;
 - (ii) present Municipal Emergency Management plans to Council;

- (iii) following a declaration of state of local emergency, prescribe, as necessary, duties to be fulfilled by employees, servants and agents of the municipality; and
- (iv) perform such other duties as may be required by the Council.

MUNICIPAL EMERGENCY MANAGEMENT PLANNING COMMITTEE

- 5. (a) The Municipal Emergency Management Planning Committee shall include, but not be limited to, persons responsible during an emergency to provide:
 - (i) law enforcement;
 - (ii) fire control services;
 - (iii) engineering and public works services;
 - (iv) health services;
 - (v) community services;
 - (vi) transportation;
 - (vii) communications;
 - (viii) ambulance services;
 - (ix) utilities;
 - (x) financial services; and
 - (xi) legal services
- (b) Each agency responsible for the foregoing emergency services shall appoint a representative on the Municipal Emergency Management Planning Committee.
- (c) The Municipal Emergency Management Planning Committee shall:
 - (i) assist the Municipal Emergency Management Coordinator in the preparation and coordination of Municipal Emergency Management plans;
 - (ii) advise the Municipal Emergency Management Advisory Committee on the development of Municipal Emergency Management plans;

- (iii) upon request, assist the Municipal Emergency Management Advisory Committee in the presentation of Municipal Emergency Management plans to Council; and
- (iv) perform such other duties as may be required by the Municipal Emergency Management Advisory Committee or the Council.

AGREEMENTS

- 6. (a) Subject to preliminary approval of Council, the Municipal Emergency Management Planning Committee may, as part of municipal emergency management plans, negotiate an agreement to be approved by the Council or person designated by the Council with the Government of Canada, the Province of Nova Scotia, a municipality, city or town, or any other agency or any person.
- (b) Any agreement negotiated under subsection (a) is not binding until it is approved by Council.

DUTIES OF COUNCIL

- 7. (a) The Council shall review and evaluate Municipal Emergency Management plans presented to it by the Municipal Emergency Management Advisory Committee.
- (b) The Council may specify additional duties to be fulfilled by the Municipal Emergency Management Advisory Committee, the Municipal Emergency Management Coordinator and the Municipal Emergency Management Planning Committee.
- (c) The Council may appropriate and expend monies:
 - (i) to pay reasonable expenses of members of the Municipal Emergency Management Advisory Committee, the Municipal Emergency Management Coordinator and the Municipal Emergency Management Planning Committee; and
 - (ii) to fulfill the terms and conditions of an agreement approved by the Council pursuant to Section 6.

DECLARATION OF STATE OF LOCAL EMERGENCY

- 8. (a) The Council shall declare a state of local emergency by completing Form 4 attached to the State of Emergency Regulations.
- (b) The Mayor, acting under Section 12(3) of the Act shall complete Form 5 attached to the State of Emergency Regulations.

- (c) With the approval of the Minister, the Council may renew a state of local emergency by completing Form 6 attached to the State of Emergency Regulations.
- (d) The Council may terminate a state of local emergency by completing Form 7 attached to the State of Emergency Regulations.
- (e) A copy of a declaration signed under this Section shall immediately be forwarded to the Minister and the Director.

NOTICE PROVISION

- 9. Following the declaration under Section 8, the Council shall immediately cause the details of the declaration or termination to be communicated or published by such means as the Council considers the most likely to make the contents of the declaration or termination known to the people of the area affected.

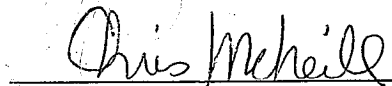
DUTIES DURING A STATE OF LOCAL EMERGENCY

- 10. Following the issuance of a declaration under Section 9 and the duration of the state of local emergency:
 - (a) every Councillor shall keep the Council posted respecting their whereabouts; and
 - (b) every employee, servant and agent of the municipality who has a key role to play in such emergencies as identified in the Municipal Emergency Management plans shall:
 - (i) advise the Municipal Emergency Management Coordinator of their whereabouts, and
 - (ii) fulfill such duties as may be prescribed by the Municipal Emergency Management Coordinator.
- 11. The Municipal Emergency Measures Bylaw, adopted by the Council of the Region of Queens Municipality on the 16th day of September, 1996 is hereby repealed.

THIS IS TO CERTIFY THAT the bylaw of which the foregoing is a true copy was passed by the Council of the Region of Queens Municipality at a meeting duly held on the 18th day of December, 2006.



Mayor



Regional Clerk

OFFICIAL READINGS

READINGS:	First:	November 20, 2006
	Second:	December 18, 2006
	Date of Publication:	November 28, 2006
	Newspaper:	January 2, 2007
	Minister of Service Nova Scotia and Municipal Relations Filed / <u>Approved</u> :	March 19, 2007
	Minister Responsible for the Emergency Management Act Filed / <u>Approved</u> :	March 8, 2007

Region of Queens Municipality Staff Report

7.3

To: Council

From: Joanne Veinotte, Director of Corporate Services

Date: March 28, 2023

Re: Insurance and Risk Management Services RFP

Background: Region of Queens Municipality Purchasing Policy requires that Request for Proposals/Tenders be secured for services with a value of more than \$50,000. Historically, Insurance and Risk Management Services Agreements cover four years with a value of approximately \$220,000 per annum. Our current providers are AON for Region of Queens and First Responders, BFL for Fire Departments, and Gallagher for Ground Search and Rescue.


Details:

Our current policies have multiple providers and multiple renewal dates. The RFP was written such that each section of coverage required could be bid on separately or as a group. The purpose of this format was to facilitate a combination of coverages to achieve efficiencies in price and services.

The Request for Proposal was posted on the Nova Scotia Procurement site on January 9, 2023 and closed January 27, 2023.

Three submissions were received and scored by staff according to the scoring matrix in the RFP document.

The premiums were proposed as follows:



AON - \$246,170 includes Fire, GSAR, First Responders and Region of Queens,
BFL - \$141,540 includes Fire Departments only,
Gallagher - \$232,474 includes Region of Queens only.

AON's proposal combines services for all our coverage lines, thus representing a savings of about \$60,000 per year. AON was the only respondent that bid on all coverage lines.

Cyber coverage is not included in this RFP.

The only significant difference between current coverage and the combined policy AON proposed besides the significant savings, is the increase in deductible for the Fire Department Trucks from \$5000 per incident to \$25,000 per incident. Should a Fire Truck be rendered undrivable and the department is at fault, the current coverage replaces the truck, the new coverage will reimburse used trucks at cash value and trucks purchased new at replacement for 25 years.


The Fire Chiefs provided input on the proposals and support the AON proposal if the Municipality agrees to fund any difference between the \$5000 and \$25,000 deductibles should there be a claim on the policy.

Applicable Legislation:

The *Municipal Government Act* states in Section 65A. " (1) Subject to subsections (2) to (4), the municipality may only spend money for municipal purposes if (a) the expenditure is included in the municipality's operating budget or capital budget or is otherwise authorized by the municipality; (b) the expenditure is in respect of an emergency under the Emergency Management Act; or (c) the expenditure is legally required to be paid."

Budget Considerations:

Annual cost of Insurance and Risk Management Services will be \$246,170 less the Fire Department portion of \$82,600, \$163,570. This represents an increase in



premium of 10% over prior year when the combination of policies is not factored into calculations.

Should the AON proposal for combined policy not be accepted and the Fire Department have a stand alone policy, the total premium would be \$163,570 for Region of Queens, First Responders, and Ground Search and Rescue (2) plus the Fire Department liability coverage of approximately \$60,000 paid by Region of Queens.

Insurance costs 22/23 under current providers:

Region of Queens \$215,681	Fire Departments \$76,044
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Proposed costs 23/24

Region of Queens \$163,570	Fire Departments \$82,600
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Overall 24% savings for Region of Queens. Fire department increase of 8.6% in Fleet premium.

Recommendation:

THAT Council of Region of Queens Municipality contract the Municipality's full Insurance and Risk Management Services with AON Reed Stenhouse Inc. for the fiscal year from April 1, 2023 to March 31, 2024 with an option to renew for each of four subsequent years.

**Region of Queens Municipality
Staff Report**

7.4

To: Council
From: Mallory Plummer, Manager of Finance
Date: March 28, 2023
Re: **Administrative Policy 9: Property Tax Exemption**

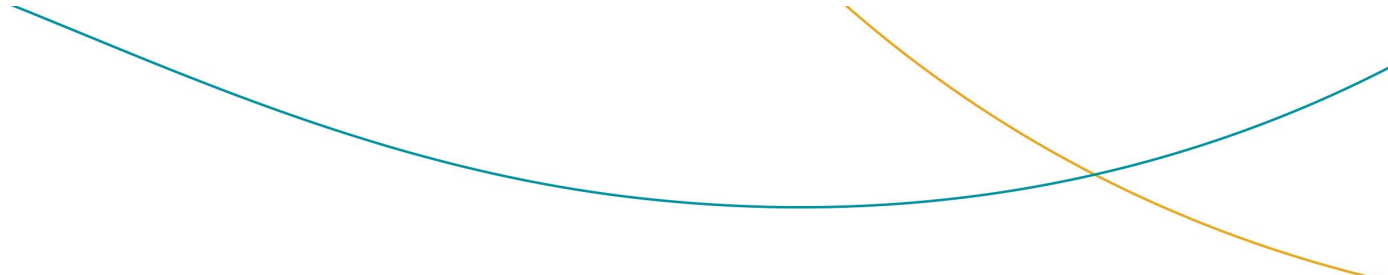
Background

Administrative Policy 9: Property Tax Exemptions allows for a property tax exemption to residents whose income is below a certain amount. The applicable income level for 2022/2023 fiscal year to qualify for exemption was \$30,000, with the exemption amount of \$300. As of February 28, 2023, staff have received 350 qualified applications.

Details

Staff were tasked to prepare tax exemption structures, and have developed the following tiered structure:

<u>Income Level</u>	<u>Exemption</u>
\$0 to \$20,000	up to \$400.00
\$20,001 to \$25,000	up to \$350.00
\$25,001 to \$30,000	up to \$300.00



Based on the 2022/2023 uptake of the exemptions it would reflect the following:

\$0 to \$20,000:	121 @ \$400= \$48,400
\$20,001 to \$25,000:	159 @ \$350= \$55,650
\$25,001 to \$30,000	70 @ \$300= \$21,000

Total cost \$125,050

Applicable Legislation

Municipal Government Act section 69 (2)

The Council may, by policy, (a) grant an exemption from taxation, in the amount or to the extent set out in the policy, for a person whose income is below the amount set out in the policy.

Budget Impacts

The total cost of \$125,050 is part of the 2023/24 Operating Budget.

Recommendation

THAT Council of the Region of Queens Municipality adopt Administrative Policy 9 respecting Tax Exemptions.

Communications

Current form will be amended and mailed to prior year recipients, as well as advertised in the paper and on our website.



ADMINISTRATIVE POLICY NO. 9

RESPECTING TAX EXEMPTIONS

WHEREAS the Municipal Government Act states that a municipality may grant an exemption from taxation, in the amount set out in the policy, for a person whose income is below the amount set out in the policy; and

AND WHEREAS Region of Queens Municipality is desirous of establishing a system of tax exemption for low income residents throughout Queens County;

THEREFORE BE IT RESOLVED that Region of Queens Municipality grant an exemption of **\$400.00** for all assessment districts upon the property owned by a person whose total income from all sources, which income includes income of all other members of the same family residing in the same household, for the calendar year preceding the fiscal year for which the exemption is sought, is \$20,000 or less, **\$350** for all assessment districts upon the property owned by a person whose total income from all sources, which income includes income of all other members of the same family residing in the same household, for the calendar year preceding the fiscal year for which the exemption is sought, is between \$20,001 and \$25,000 and **\$300** for all assessment districts upon the property owned by a person whose total income from all sources, which income includes income of all other members of the same family residing in the same household, for the calendar year preceding the fiscal year for which the exemption is sought, is between \$25,001 and \$30,000.

AND FURTHER BE IT RESOLVED that this exemption only extend to persons who are residents of the Region of Queens Municipality and apply to property of a ratepayer occupied by them as their home;

AND FURTHER BE IT RESOLVED that where two or more persons, one or more of whom are entitled to an exemption, are by interest the owners of taxable property together, the person so entitled to that portion of the amount of



exemption by their assessment with respect to the property bears to the total assessment for the whole property, and where the owners are not separately

assessed for their interest in the property then to the portion determined shall be final;

AND FURTHER BE IT RESOLVED that the deadline for the submission of exemptions is the end of February, and if the end of February is a Saturday, Sunday or a Holiday, that application may be made on the business day directly following the Saturday, Sunday or Holiday.

AND FURTHER BE IT RESOLVED that the exemption is only available to those supplying the Treasurer a copy of their previous year's income tax assessment or other proof of income satisfactory to the Treasurer.

**Region of Queens Municipality
Staff Report**

7.5

To: Council

From: Mallory Plummer, Manager of Finance

Date: March 28, 2023

Re: Solid Waste Management Facility- Tipping Fees

Background

Region of Queens Municipality holds multiple contracts for the disposal of various solid waste streams at Queens Solid Waste Management Facility. Contained in these agreements are mechanisms for annual fee increases. Each year the rolling ten-year average of CPI is used to revise the tipping fee schedule.

Details

The proposed increases at 2.08% are reflected in the revised 2023/24 tipping fee schedule (attached) and are calculated based on a rolling ten-year average for all solid waste streams. Commercial customers, inside or outside of Queens, will pay an increased closure cost for Residual Waste of \$29.90 per tonne. This is an increase of \$17.73 from prior year. This increase is necessary based on a post closure costing report provided to Region of Queens Municipality on current landfill cell closure costs.



Consumer Price Index – 10 years

2013	1.2
2014	1.7
2015	0.4
2016	1.3
2017	1.4
2018	2.1
2019	2.2
2020	0.3
2021	3.4
2022	6.8
Average	2.08

Budget Impact

Applicable solid waste budget items have been projected using the revised tipping fees schedule.

Recommendation

THAT Council of the Region of Queens Municipality approve the proposed tipping fee schedule for Residual Municipal Solid Waste, Sorted Construction and Demolition Material, Mixed Construction & Demolition Material, Blue Bag Recyclables, Organics, Metal and Contaminated Soil.

Communications

Letters will be sent informing contract holders and regular commercial users of the Solid Waste Management Facility rate changes effective April 1, 2023.

QUEENS SOLID WASTE MANAGEMENT FACILITY

**TIPPING FEE SCHEDULE
EFFECTIVE APRIL 1, 2023**

MATERIAL	GENERATED WITHIN REGION OF QUEENS per tonne		GENERATED OUTSIDE REGION OF QUEENS per tonne
	Residential	Commercial	
Residual Municipal Solid Waste	No Charge	\$112.16	\$112.16
Sorted Construction & Demolition Material	No Charge	\$42.08	\$65.04
Mixed Construction & Demolition Material	\$68.05	\$68.05	\$68.05
Blue Bag Recyclables	No Charge	\$197.09	\$197.09
Compostable Organic Material	No Charge	Actual	Actual + \$7.00 / tonne
Metal	No Charge	\$42.08	\$42.08
Contaminated Soil	\$54.73	\$54.73	\$54.73

Region of Queens Municipality Staff Report

7.6

To: Council

From: Eric J. Levy, Municipal Clerk and Diversity Coordinator

Date: March 28, 2023

Re: Lease of South Shore Regional Airport

Background


In the fall of 2022, Council considered selling South Shore Regional Airport to Nova Scotia Drag Racers Association and after considerable public feedback prior to and at the public hearing respecting the sale, chose to maintain ownership of the facility and enter into new leases with the two current parties.

At the February 28, 2023, Council meeting, Council entered into a new lease agreement with Nova Scotia Drag Racers Association. This lease with South Shore Flying Club will allow them to continue to operate the South Shore Regional Airport facility.

Applicable Legislation

Section 51 of the Municipal Government Act authorizes that:

51 (1) A municipality may sell or lease property at a price less than market value to a nonprofit organization that the council considers to be carrying on an activity that is beneficial to the municipality.



(2) A resolution to sell or lease property referred to in subsection (1) at less than market value shall be passed by at least a two thirds majority of the council present and voting.

(3) Where the council proposes to sell property referred to in subsection (1) valued at more than ten thousand dollars at less than market value, the council shall first hold a public hearing respecting the sale.

(4) The council shall advertise the public hearing at least twice, in a newspaper circulating in the municipality, the first notice to appear at least fourteen days before the hearing.

(5) The notice of the public hearing shall include the date, time and place of the hearing, the location of the real property or a description of the tangible personal property, the estimated value of the property and the purpose of the sale.

Budget Impacts

The annual revenue received from South Shore Flying Club will, at Council's request, be placed in a reserve for future capital repairs to the facility.

Recommendation

THAT Council of Region of Queens Municipality enter into the proposed lease agreement with South Shore Flying Club for their continued use of South Shore Regional Airport.

Communications

South Shore Flying Club will be notified of Council's decision and copies of the lease agreement will be provided to them and the Nova Scotia Drag Race Association for their information.

THIS AGREEMENT is made this day of March, 2023.

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Municipality is the owner of the South Shore Regional Airport located at 80 Airport Road, Greenfield, in the County of Queens, Province of Nova Scotia also known as PID 70110903 (the "**Airport**") (plan attached here to as Appendix "A");

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

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

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

1. SERVICES

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

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

3. MUNICIPALITY'S COVENANTS

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

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

4. SOCIETY'S COVENANTS

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

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

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

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

ADDITIONAL COVERAGES:

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

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

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

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

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

5. TERM AND TERMINATION

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

6. GENERAL

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

- (i) by personal service on the parties hereto;

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

To the Municipality: P. O. Box 1264
Liverpool, Nova Scotia BOT 1KO
Attention: Municipal Clerk

To the Society: South Shore Flying Club
P. O. Box 83
Milton, Nova Scotia BOT 1PO
Attention: President

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

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

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

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

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

REGION OF QUEENS MUNICIPALITY

Witness)

Mayor

Witness)

Municipal Clerk

Witness)

SOUTH SHORE FLYING CLUB

President

Witness)

Secretary

**PROVINCE OF NOVA SCOTIA
COUNTY OF QUEENS**

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

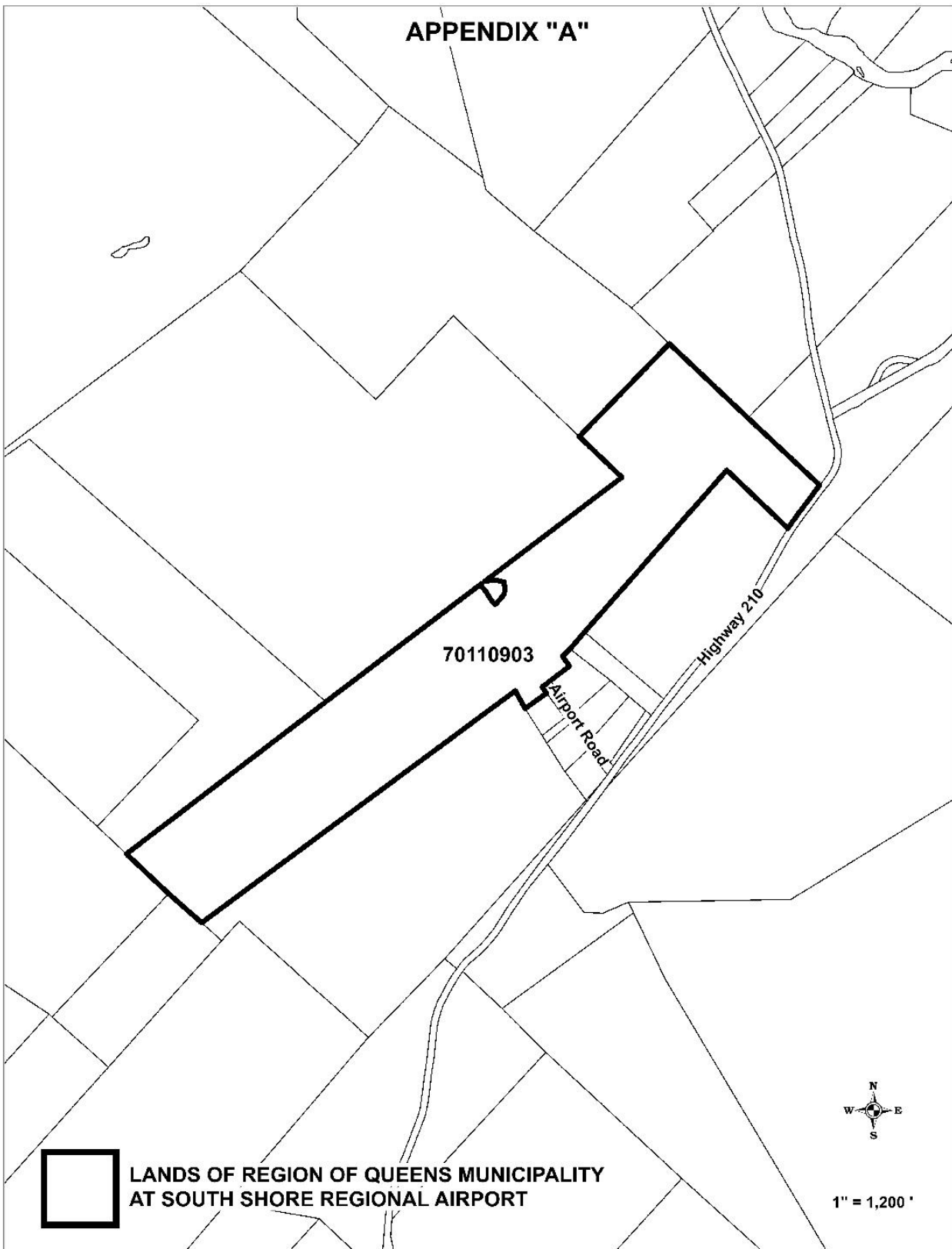
A Commissioner of the Supreme
Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF QUEENS**

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

A Commissioner of the Supreme
Court of Nova Scotia

APPENDIX "A"



70110903

Airport Road

Highway 210



**LANDS OF REGION OF QUEENS MUNICIPALITY
AT SOUTH SHORE REGIONAL AIRPORT**



1" = 1,200'

APPENDIX "B"

SOUTH SHORE REGIONAL AIRPORT AIRPORT OPERATIONS MANAGEMENT - RESPONSIBILITIES

General Accountability

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

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

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



Region of Queens Municipality

COUNCIL IMPLEMENTATION REPORT – January - February 2023

Date	Recommendation	Responsibility	Action Taken
Jan. 10, 2023	Adopt an administrative policy respecting entering into a development agreement which would allow for a seven (7) unit multiple dwelling in existing building located at 6755 Highway 3 in Hunts Point.	M. MacLeod	Notice of Passing placed in paper. Appeal period underway.
Jan. 10, 2023	Approve the discharge of the development agreement dated October 29, 2014, for the property located at 800 Beech Hill Road in Beech Hill Farms and identified as PID #70055959.	M. MacLeod	Discharge agreement with Solicitor for recording.
Feb. 14, 2023	Approve the placement of a new replacement pool for Milton Centennial Pool on the lands of Queens Place Emera Centre.	Adam Grant	In progress
Feb. 14, 2023	Approve the new pool, to be place on lands of Queens Place Emera Centre, contain a zero entry design.	Adam Grant	In progress
Feb. 14, 2023	Approve that the new pool, to be placed on lands of Queens Place Emera Centre, contains 6 lanes.	Adam Grant	In progress

Date	Recommendation	Responsibility	Action Taken
Feb. 14, 2023	Give approval to register and apply for grants with consultation and approval from the appropriate staff member. The Pool Committee or designate will research and write the grants for approval.	Adam Grant	In progress
Feb. 14, 2023	Give pre-budget approval to contracting CBCL Engineering to conduct a feasibility study for the extension of services to Mount Pleasant, NS, at a cost of up to \$21,500 plus HST, to be funded out of the 2023-2024 operating budget.	Adam Grant	In progress.
Feb. 28, 2023	<p>Give notice of its intention to enter into a development agreement with Albert and Paula Doucet to allow for a three (3) unit fixed-roof overnight accommodation on property identified as PID #70260948;</p> <p>AND THAT a public hearing be scheduled for Tuesday, March 28, 2023 in the Council Chambers of the Municipal Building, 249 White Point Road in Liverpool, NS, at 6:00 pm.</p>	M. MacLeod	Notices have been placed/sent respecting the Public Hearing.

Date	Recommendation	Responsibility	Action Taken
Aug. 9, 2022	Approve the initiation of the Bylaw drafting process that would document the conditions required in order to facilitate collection of Road Levies by Region of Queens as part of the tax billing process.	E. Levy	In progress.
Aug. 9, 2022	Approve the installation of a new barrier free access ramp and building entry on the eastern side of the Town Hall Arts and Cultural Centre (RBC side) to meet the accessibility needs of users of the facility.	Adam Grant	Development Permit approved. Project at 85% complete.
Nov. 8, 2022	Authorize the funding of Fire Department Leadership Training and Relationship Building Facilitation as an unfunded liability in the 2022-2023 operating budget for an amount of approximately \$12,000.	E. Levy	Facilitator selected, reassessing need with Chiefs.
Nov. 22, 2022	Enter into a purchase and sale agreement with Queens Neighbourhood Co-operative Housing Ltd. for properties identified as 70027982, 70040423, 70017983 and 70028477 for the price of \$1.00.	M. MacLeod	Land transaction in process.



Region of Queens Municipality

COUNCIL IMPLEMENTATION REPORT – JANUARY – DECEMBER 10, 2019

Date	Recommendation	Responsibility	Action Taken
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.

Region of Queens Municipality Staff Report

8.2

To: Council

From: Eric J. Levy, Municipal Clerk

Date: March 28, 2023

Re: FCM and NSFM Conference Attendance

Background


Nova Scotia Federation of Municipalities will have their spring conference on May 3rd to 5th in Digby, Nova Scotia.

Federation of Canadian Municipalities will have their conference in Toronto, Ontario on May 25th to 28th.

Policy 47 – Council Attendance at Meetings, Workshops, and Conferences states,

Members of Council, at the Region's expense, shall only attend meetings, workshops, and conferences outside Queens County for which a registration fee is applicable or where the meeting, workshop, or conference require the elected official to stay overnight, when attendance at such meeting, workshop, or conference has been duly approved by Council.

The 2023/2024 proposed budget has allocated funds for four Council Members to attend the NSFM Spring Conference.



Federation of Canadian Municipalities will have their conference in Toronto, Ontario on May 25th to 28th.

Administrative Policy 17 – FCM Attendance outlines the parameters for Council Member attendance at this annual conference. The 2023/2024 proposed budget has allocated funds for three Council Members, Mayor and two Councillors, per policy section 17.6 to attend the FCM Conference.

Discussion

For Council to determine who wishes to attend the NSFM and the FCM conferences to allow staff to prepare the recommendation for the next Council meeting.

Policy Subject / Title - FCM ATTENDANCE

GENERAL PURPOSE OF POLICY

- 17.1 It shall be the policy of Region of Queens Municipality to have a standard policy for elected council members which clearly outlines who is eligible to attend Federation of Canadian Municipalities (FCM) conferences and events on behalf of the Municipality.

POLICY APPLICATION

- 17.2 This policy shall apply to all Members of Council, excepting any member who is limited from travel according to Council restrictions or budget limitations.

POLICY DETAILS

- 17.3 Council members eligible to be covered by this policy may apply for reimbursement for travel costs incurred when such costs are authorized by Council or Chief Administrative Officer according to the criteria noted below.
- 17.4 Council shall allocate certain funds in the annual operating budget to allow for the professional development of Members of Council, which may include attendance at FCM conferences.
- 17.5 Each year, Council shall consider allocating funding to support three members of Council attending the annual FCM conference.
- 17.6 Subject to budget limitations, each year, the Mayor and two members of Council shall be eligible to attend the annual FCM conference. If the Mayor is not able or available to attend, then the Deputy Mayor shall be eligible to attend in their stead.
- 17.7 Members of Council shall be afforded the opportunity to attend one FCM Conference during each four-year term in office. Those council members that attend in any year of their four-year term shall not be eligible for selection in future years of the same term. For greater clarity, no Council Member may attend more than one FCM conference every four years, except the Mayor.
- 17.8 Each Council member authorized to attend an FCM conference shall be eligible for reimbursement for registration, travel, accommodations, meals and parking, subject to confirmation of attendance and submission of original receipts according to Policy 7 - Council and Staff Expenses. Council members are encouraged to carpool and seek the most appropriate accommodations and method of travel to limit costs.
- 17.9 Expenses incurred for other guests travelling with Members of Council are not eligible for reimbursement.

Policy Subject / Title - FCM ATTENDANCE

- 17.10 In any year where there is more interest in attending excluding the Mayor (or designate), a draw will be conducted to determine who is afforded the opportunity to attend. This draw shall be conducted by the Mayor and only those eligible according to the terms and conditions of this policy shall be considered.
- 17.11 Within 30 days of return from any FCM Conference, each Member of Council attending shall provide a written report to Council outlining the sessions attended, information learned and significant issues discussed.

Approved by Council: May 8, 2018

Effective Date: May 8, 2018

**Policy Subject / Title – Council Attendance at Meetings, Workshops
and Conferences**

GENERAL STATEMENT OF POLICY:

47.01 It shall be the policy of the Region of Queens Municipality to have clear guidelines for the attendance at meetings, workshops and conferences by members of Council.

POLICY GUIDELINES:

47.02 Members of Council, at the Region's expense, shall only attend meetings, workshops and conferences outside of Queens County for which a registration fee is applicable or where the meeting, workshop or conference require the elected official to stay overnight, when attendance at such meeting, workshop or conference has been duly approved by Council.