



The Regular Meeting of Town Council for the Town of Mahone Bay was held on Thursday May 30, 2024 at 7:00 p.m. in Council Chambers and broadcast via YouTube live.

Present:

Mayor David Devenne
Deputy Mayor F. Kangata (arrived at 7:11pm)
Councillor P. Carver
Councillor J. Feeney
Councillor S. Lohnes-Croft
Councillor R. Nowe
Councillor K. Wilson
Deputy CAO, E. Levy CAO
Town Clerk, K. Munroe

Absent:

CAO, D. Heide (with regrets)

Gallery:

Online & 1 in-person gallery

Land Acknowledgement

Let us begin by acknowledging that we are gathered today in Mi'kma'ki. The ancestral, present and future territory of the Mi'kmaw people. Today, we gather with the intent followed by the living Peace and Friendship Treaties - with respect, cooperation and coexistence.

1. Agenda

A motion by Councillor Feeney, seconded by Councillor Lohnes-Croft, "THAT the agenda be approved as amended to add Notice of Motion under new business."

Motion carried.

2. Minutes

A motion by Councillor Lohnes-Croft, seconded by Councillor Carver, "THAT the minutes of the May 14, 2024 regular meeting of Council be approved as amended."

Motion carried.

3. Public Input Session

Valerie Header – Update on Communities in Bloom, request for financial support

4. Presentations

No presentations.

5. Correspondence

5.1 Honourable John Lohr, Municipal Affairs and Housing

Council received correspondence from John Lohr, the Minister of Municipal Affairs and Housing, concerning the Royal Assent of the Financial Measures Act in the Nova Scotia Legislature. The Act includes several amendments to the Municipal Government Act, the Halifax Regional Municipal Charter and the Housing in the Halifax Regional Municipality Act.

A motion by Deputy Mayor Kangata, seconded by Councillor Lohnes-Croft, "THAT item 5.1 be received and filed." Motion carried.

5.2 Municipality of the District of Lunenburg

Council received a Public Hearing notice from the Municipality of the District of Lunenburg concerning the establishment of Coastal Protection regulations through an amended Municipal Planning Strategy and new Municipal-Wide Land Use Bylaw.

A motion by Deputy Mayor Kangata, seconded by Councillor Lohnes-Croft, "THAT Council direct staff to review the Municipality of the District of Lunenburg's proposed Coastal Protection Regulations for items that might impact Mahone Bay and report back to Council." Motion carried.

5.3 Penny Carver, Communities in Bloom

Council received correspondence from Penny Carver of Communities in Bloom, updating Council on the group's work and thanking them for the Town's support.

6. Staff Reports

6.1 Staff Report to Council

Council received the May 30, 2024 Staff Report to Council.

A motion by Councillor Wilson, seconded by Councillor Nowe, "THAT the May 30, 2024 Staff Report to Council be received and filed." Motion carried.

7 Council Items

7.1 Councillor Carver

Councillor Carver gave Notice of Motion at the May 14, 2024 meeting of Council concerning the development of a filming policy for the Town.

A motion by Councillor Carver, seconded by Deputy Mayor Kangata, "THAT Council direct staff to prepare a draft Film Production Policy for the Town that will ensure that

filming has minimal disruption to the daily life of citizens, businesses, and visitors by describing requirements for such factors as permitting, traffic control, and effective communication protocols with all stakeholders, as well as any other relevant factors, and further that the Mahone Bay Tourism and Chamber of Commerce be consulted in the preparation of the draft policy.” Motion carried.

8. Committee Reports

8.1 Climate & Environment Committee

Council received the draft minutes of the May 1, 2024 meeting of the Climate & Environment Committee.

A motion by Councillor Carver, seconded by Councillor Wilson, “THAT by way of responding to the letter sent on February 26, 2024, to all municipalities by The Hon. John A. Lohr, Minister of Municipal Affairs and Housing and The Hon. Timothy Halman, Minister of Environment and Climate Change, the Council formally request the Federation of Nova Scotia Municipalities to engage with the Government of Nova Scotia to ensure that all coastal communities are fully equipped to effectively protect and manage our coast and to adapt to climate change, including by:

1. enacting amendments to the Municipal Government Act:

- (a) to grant coastal municipalities clear regulatory powers with respect to the control and management of all aspects of coastal protection and development; and
- (b) to extend the territorial jurisdiction of coastal municipalities to adjacent near shore areas that are
 - (i) solely under provincial jurisdiction; and
 - (ii) reasonably necessary for purposes of protecting the community from, and facilitating its adaptation to, the oceanic effects of climate change; and
- (c) to exempt municipalities, their councilors and staff from any action or proceeding in respect of anything done or omitted to be done by any of them in the good faith exercise of a power or performance of any duty or function related to coastal protection and development including any errors or omissions in decisions, maps, plans and zoning designations or boundaries and any decision, action taken or structure installed or erected for purposes of protecting the community from sea-level rise, flooding, and other impacts attributable to climate change; and

2. establishing arrangements by which regular and adequate funding will be provided:

- (a) to equip Nova Scotia communities to be safe and resilient to climate change; and
- (b) to enable coastal communities to provide programs, services and infrastructure related to coastal protection and management; and

(c) without limiting the generality of the foregoing, to ensure that municipal governments possess the capacities and resources necessary for climate change adaptation and resilience and for coastal protection and management including: staff; the data and technologies required for site-specific flood and erosion mapping; relocation and re-engineering of municipal infrastructure; development of community adaptation and resilience; enhancement and management of green infrastructure; nature based solutions for coastal protection; and administration and enforcement of community coastal management and climate change adaptation regimes.”

Motion withdrawn.

8.2 Council Remuneration Committee

Council received the draft minutes of the May 1, 2024 meeting of the Council Remuneration Committee.

8.3 Council Remuneration Committee

Council received the draft minutes of the May 14 2024 meeting of the Council Remuneration Committee.

8.4 Heritage Advisory Committee

Council received the draft minutes of the May 8, 2024 meeting of the Heritage Advisory Committee.

8.5 Cemetery Committee

Council received the draft minutes of the May 16, 2024 meeting of the Cemetery Committee.

A motion by Councillor Feeney, seconded by Councillor Carver, “THAT Council direct staff to bring a revised draft Cemetery Bylaw to the next meeting of the Cemetery Committee with revisions focusing on updating fee structures.” Motion carried.

8.6 Asset Management Committee

Council received the draft minutes of the May 16, 2024 meeting of the Asset Management Committee.

8.7 South Shore Open Doors (SSODA) Association

Council received the April 2024 monthly report of SSODA.

9. New Business

Notice of Motion

Councillor Wilson gave Notice of Motion concerning ownership of the Solar Garden. This item will appear on the June 11, 2024 Council agenda.

10. Closed Session

No closed session.

Council adjourned at 8:34 p.m. on conclusion of business.

TOWN OF MAHONE BAY

TOWN OF MAHONE BAY

Mayor, David Devenne

Town Clerk, Kelly Munroe

**INTRODUCTION TO MPS/LUB
AMENDMENT APPLICATION
FOR HAWTHORN ROAD
RESIDENTIAL AREA TO
SUPPORT SAFETY, GROWTH,
ENVIRONMENT &
COMMUNITY
ENGAGEMENT**

AGENDA

Context & Objective

Example

MPS/LUB Amendment Proposal

Key Insights

Help requested

Appendix

CONTEXT & OBJECTIVE

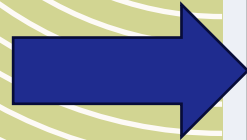
3

- **Mahone Bay, while small in population and size, is very complex for development**
 - Challenging to identify, track, phase, and validate necessary infrastructure upgrades in all areas of town required for different growth/densification scenarios – even within the same zone
Such as fire suppression, road width, alternative exits for emergencies, etc.
 - Recognize not possible to upgrade town infrastructure all at once, identify all unique use cases, & limited resources for densification investments outside areas already well suited for increased development capacity (ex. Main Street)
- **Multi-year initiative to update MLP/LUB with very large scope**
 - Not realistic for any policy document or process to be perfect or consider all possible scenarios – “living document”
 - No “blame game”
 - Always the right time to talk about safety
- **Objective**
 - Introduction of proposed amendment to MPS/LUB for Hawthorn Road residential area intended to :
 - Support continued, compatible development** while helping to local residents safety
 - Raise awareness of concerns** with existing infrastructure for current residents (emergency access, fire suppression)
 - Recognize limited town resources and current area infrastructure challenges as-is with existing density**
 - Low risk amendment**, supported by previous MPS/LUB and development precedence in area since 2008
 - Establishes foundation for **healthy collaborative engagement between town and local residents,** & opportunities for other neighborhood engagements in future, such as *Firesmart Neighborhood Wildland Fire Hazard Assessment (Feb 2024)*

Background

- Hawthorn Road neighborhood, a pioneering green development in the province started in early 2000s
- Unique characteristics and infrastructure challenges based on original development density make the area that are complex and highly sensitive to development – that are also not simple, quick, low risk or inexpensive to upgrade retroactively for densification
 - Narrow roads, *partially serviced* (*private water source aquifer used by residents for drinking water*), *fire suppression limitations, wildfire risks & recent occurrence, lack of second exit for emergencies, etc*)
 - Important to continue to evaluate solutions for fire suppression and emergency access with current density/residents that live in Hawthorn Road area
- Virtually all existing development in area occurred during previous LUB/MPS was in effect since 2008 (without relevant amendment)
 - Highly compatible with original vision for area, environment, infrastructure, & area land covenants

EXAMPLE - RG ZONE COMPARISON



#	Current Zoning	Street	Town Water	Fire Hydrants or Existing Adequate Alternative for Fire Suppression	Road	Wildfire Risk Observations	Second/Contingent Access for Emergencies	Sidewalks
1	RG	Hawthorn	No	No Expectation a fire pond would be created as part of original development <u>planned land use & density</u>	Paved, however road with was given exception approval to be narrower than town standards to support original development and based on <u>original planned density</u>	Trail wildfire in 2023 blocked exit for residents, heavily forested throughout Identified as high risk in FireSmart council presentation Feb 2024	No Expectation was to be constructed as part of <u>planned land use & density</u>	No
2	RG	Clearway Street	Yes	Yes	Paved	Some forested area, especially behind existing development	Yes	Yes
3	RG (primarily)	Main Street (past LongHill Road toward Blockhouse)	Yes with ongoing upgrades	Yes	Paved	Forested area behind some existing developments	Yes	Yes
4	RG	Fauxburg (south of Pine Valley)	Yes	Yes	Paved	Some forested area, especially north of Pine Valley	Yes	No
5	RG	Long Hill Road (north of Main Street)	Yes	Yes	Paved, however current undeveloped area is gravel and is in poor condition (owned by MODL?)	Intersects with trail system & inherent heightened risks, heavily forested	No <i>*while Road intersects with trail system and 103, it is not maintained and is not in a reasonable state for use in an emergency by road vehicles.</i>	No

MPS/LUB AMENDMENT FOR HAWTHORN ROAD

#	<u>Description</u>	<u>Benefit</u>
1	<p>Create Secondary Land Use plan (or similar change) for the <u>partially serviced</u> Hawthorn Road residential area similar to previous LUB/MPS 5.2.1 a) to indicating the following development types are permitted:</p> <p>i) Single Unit Dwellings ii) Two Unit Dwellings iii) Parks, playgrounds and open spaces</p> <div data-bbox="631 778 1452 1185"><p>5.2 RESIDENTIAL (R) ZONE</p><p>5.2.1 <u>Permitted Developments</u></p><p>a) <u>Developments Permitted subject to R Zone Standards</u></p><p>i) Single Unit <i>Dwellings</i> ii) Two Unit <i>Dwellings</i> iii) <i>Parks, playgrounds and open spaces</i></p></div>	<ul style="list-style-type: none">• Supports continued, compatible development in area• Low risk and effort to implement since virtually all residential development in area occurred during previous MPS/LUB and aligned with original planning intention of the pioneering green neighborhood• Aids in future MPS/LUB amendments by highlighting area characteristics that require additional consideration for safe and compatible changes, mitigates risk of losing key information over time (staff changes etc)• Helps protects residents and municipality while the <u>necessary, evaluation of current infrastructure safety issues (fire suppression, emergency access) occur in parallel</u> with local residents to balance safety, cost, environment and compatible development, and other important, sensitive established area characteristics <i>such as the aquifer as a private drinking water source.</i>

REFERENCE A1

FIRE SMART COUNCIL MEETING FEB 29TH 2024

Additional comments or observations regarding neighbourhood conditions:

Most of the structures within the community consists of cedar shake siding, this makes them more susceptible to wildfire impacts both from fire embers traveling in smoke and also direct flame impingement. It is recommended that in the future composite siding that looks like cedar shake be utilized. Areas of the community that be of most concern are along the rear of the community by Hawthorne, the cemetery and the solar farm area and the large business just south it.

A good portion of the community has a heavy hardwood component which is good, this reduces fire risk with mature old hardwoods. Many of the trees are over mature and the town has identified that they are in need of removal and or have made plans to re-plant areas where trees are sparse. It is recommended that hardwoods be used as replacements.

Even though Hawthorne is the closest neighbourhood to the higher risk fire fuels this does not mean that fire embers will not travel in smoke/wind to homes closer to the lower risk areas such as main street landing in vulnerable areas of residents properties such as conifer shrubs, clogged gutters, cedar shake roofing or siding, firewood piled to close to structures or construction materials, forests or softwoods within 10 m of the home, or even bark mulch in flower beds.

Roads should be at minimum 4.1m wide with a 4.1m high clearance for fire apparatus to be able to get to the structure be it for wildfire, structure fire or medical emergency. Removing trees within the 0-1.5m to 10m zones of your property that are extreme risk of catching your home on fire also decreases the chances of windfalls on structures or powerlines during a wind event and in the winter heavy ice damage, so there are many other benefits to reducing fuels.

Neighbourhood Wildland Fire Hazard Assessment recommendations may address other neighbourhood/ fire safety issues such as:

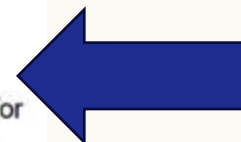
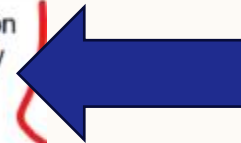
- Ingress/egress routes
- Street signs and address numbers
- Location of fire service and capabilities
- Water supply for fire service response - hydrant locations , and reliable and accessible water sources for drafting, etc.

The local fire department can help in determining what other safety issues should be addressed.

REFERENCE 1B

CANADA NATIONAL GUIDE FOR WILDLAND URBAN INTERFACE FIRE GUIDANCE

WUI Planning Issue	Policy and Regulatory Guidance
Vegetation Management and Property Landscaping	<ul style="list-style-type: none">• Integrate landscape-scale features (e.g., golf courses, trails, easements, and other potential vegetation buffers) that can act as <i>firebreaks</i> or encourage improved access for <i>emergency responders</i> (see Chapter 3 for further information on <i>firebreaks</i> and <i>fuel breaks</i>).• Establish maintenance agreements with developers, property owners, etc. to maintain <i>fuel management</i> in common areas (e.g., open spaces) and individual properties.• Recommend minimum setbacks at the rear and side property lines of lots to ensure that habitable <i>structures</i> follow <i>Priority Zone mitigation</i> measures (see Section 3.4.3).
Water Supply	<ul style="list-style-type: none">• Avoid new development that significantly increases the demand on existing water supply systems unless the systems can adequately support the development or an additional water supply can be secured (see Section 4.3.1.2).• Review water conservation policies and requirements to ensure compatibility with <i>Priority Zone mitigation</i> measures.• If new development significantly increases the demand on the existing water supply system, or if extending the existing water supply system is impractical due to factors such as distance or <i>topography</i>, seek agreements with developers providing options for a private water supply, with or without other <i>mitigation</i> measures, that are acceptable to the <i>AHJ</i>.• Plan to use natural or added water supply features as part of the private water supply, if required, or as a static water supply for firefighting services and other responding agencies.



[National guide for wildland-urban-interface fires: guidance on hazard and exposure assessment, property protection, community resilience and emergency planning to minimize the impact of wildland-urban interface fires \(canada.ca\)](https://www.canada.ca/en/natural-resources-canada/15311/15312.html)

REFERENCE 1C

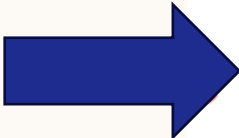
CANADA NATIONAL GUIDE FOR WILDLAND URBAN INTERFACE FIRE GUIDANCE

Phasing of Development	<ul style="list-style-type: none">• Ensure that each phase of development adequately addresses the current <i>wildfire hazard</i>. Implementing <i>mitigation</i> measures, including <i>emergency access</i>, should not be left for the final phase of completion.
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REFERENCE 2A

PROVINCE OF NOVA SCOTIA – GUIDE TO GROUNDWATER ASSESSMENTS FOR SUBDIVISION DEVELOPMENTS

Table 1: Guide for Determining Level 1 and Level 2 Assessment Requirements



No. of Lots	Comments	Assessment
<10	A groundwater assessment is not required for subdivisions with less than ten lots, each having a minimum size of 2,787 m ² (30,000 ft ²), unless the area has known groundwater quality or quantity problems.	No assessment required
10 to 25	A proposed subdivision with 10 to 25 lots requires a Level 1 assessment. If the Level 1 assessment report recommends a Level 2 assessment, the municipality may request a Level 2 assessment. A level 2 assessment is recommended for subdivisions with 10 or more lots where open-loop groundwater heat pumps are proposed.	Level 1 assessment
>25	A proposed subdivision with greater than 25 lots requires a Level 2 assessment.	Level 2 assessment

- [F:\projects\Special Projects\Subdivision guide\Final\Draft - Guide to Groundwater Assessments for Subdivision Developments \(R17 \(novascotia.ca\)\)](F:\projects\Special Projects\Subdivision guide\Final\Draft - Guide to Groundwater Assessments for Subdivision Developments (R17 (novascotia.ca)))

REFERENCE 2B

PROVINCE OF NOVA SCOTIA – GUIDE TO GROUNDWATER ASSESSMENTS FOR SUBDIVISION DEVELOPMENTS

2.3.1 Conclusions

The conclusions in the report should include, but not necessarily be limited to, the following:

- State the expected range of well yields in the proposed subdivision;
- State whether or not the groundwater source can provide a sustainable water supply to homeowners (each water well serving a four bedroom home should be able to continuously provide at least 1,350 L/day; see Appendix B for further details);
- State the expected effects of groundwater withdrawals associated with the proposed subdivision on any existing water wells and the environment;

[F:\projects\Special Projects\Subdivision guide\Final\Draft - Guide to Groundwater Assessments for Subdivision Developments \(R17 \(novascotia.ca\)\)](F:\projects\Special Projects\Subdivision guide\Final\Draft - Guide to Groundwater Assessments for Subdivision Developments (R17 (novascotia.ca)))

REFERENCE 2C

PROVINCE OF NOVA SCOTIA – GUIDE TO GROUNDWATER ASSESSMENTS FOR SUBDIVISIONS

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2.3.2 Recommendations

The report should provide, as a minimum, the following recommendations:

- Indicate whether or not private wells should be used as water supplies in the subdivision;
- If private water wells are not suitable, identify what type of system is recommended;
- Minimum lot sizes to ensure sustainable use of individual private wells;
- Well construction and well type (including well depth, casing length and grouting);
- Well spacing to minimize well interference problems;
- Lot yield (estimated recharge) and sustainable pumping rate;
- Phasing of development, including the necessity and scope of supplemental reports to update hydrogeological information from previous phases;
- If applicable, a description of the recommended water storage system(s) and any special water treatment devices that may be necessary for their proper functioning; and
- Mitigation measures, including contingency plans where applicable, to address identified water quality or quantity concerns. Examples of mitigation measures are provided in Appendix C.

REFERENCE 3

SECONDARY PLANNING STRATEGY/LAND USE IN OAKLAND/INDIAN POINT

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The development of land use by-laws in the community of Oakland followed a request to Municipal Council from the Oakland Indian Point Residents Association. The Association's request was initiated, in part, in response to a proposed tourist resort that was identified for Andrews Point that was never developed. The first Oakland Secondary Planning Strategy was adopted by Council in June 1992. A second Planning Strategy was subsequently adopted in September 2003.

https://www.modl.ca/index.php?option=com_docman&view=download&alias=6686-oakland-sps-lub&category_slug=oakland-planning-area&Itemid=102

An SPS should be consistent with the MPS, though policies may differ to address unique circumstances in the secondary planning area.

<https://beta.novascotia.ca/sites/default/files/documents/1-2650/minimum-planning-requirements-guidebook-municipal-planning-strategy-and-land-use-law-preparation-en.pdf>

Help requested

- Consideration of MPS/LUB amendment application and forthcoming report
- Evaluate and share solutions for fire suppression and emergency access with current density/residents that live in Hawthorn Road area (*separate and required irrespective of by-law change*)

THANK YOU!

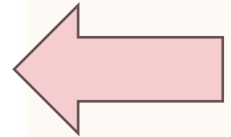


#	Reference	Relevance
A	Current MPS, Section 6.8.2 Municipal Planning Strategy Amendments https://www.townofmahonebay.ca/uploads/1/3/0/6/130665195/2024-03-20_mahone_bay_-_mps_-_in_effect.pdf	<ul style="list-style-type: none"> Policy and intention related to amendment request
B	Town of Mahone Bay Strategic Plan 2021 – 2025 https://www.townofmahonebay.ca/uploads/1/3/0/6/130665195/2023-03_final_strategic_plan_2021-25.pdf	<ul style="list-style-type: none"> Strategic infrastructure upgrades to support growth
C	MPS - Statement of Provincial Interest for Infrastructure https://www.townofmahonebay.ca/uploads/1/3/0/6/130665195/2024-03-20_mahone_bay_-_mps_-_in_effect.pdf	<ul style="list-style-type: none"> Growth suggestions to be focused in areas of current or planned infrastructure adequacy for sustainability
D	Hawthorn Road specification exception to town standards Town Council Minutes, Tuesday February 8th 2000	<ul style="list-style-type: none"> Reference to concern related to road specifications in Hawthorn Road exception to previous town standards and implications with densification and emergency response
E	Halifax Municipality Emergency Access & Fire Department Participation i- https://www.halifaxexaminer.ca/government/city-hall/halifax-fire-had-warned-that-3-subdivisions-evacuated-in-tantallon-fire-were-built-with-inadequate-water-sources-to-fight-fires/ ii- https://cdn.halifax.ca/sites/default/files/documents/city-hall/regional-council/211207rc1513.pdf iii- https://www.halifax.ca/city-hall/districts-councillors/district-13/district-updates/approved-council-motions iv - https://www.cbc.ca/news/canada/nova-scotia/halifax-looks-at-three-possible-emergency-exits-for-subdivision-where-wildfire-began-1.7039720	<ul style="list-style-type: none"> Fire suppression and alternative water source adequacy, dry hydrant requirement mapping Engagement of fire department in planning considerations Evaluate community connector roads motion Emergency access study related to Halifax wildfires

APPENDIX A

6.8.2. Municipal Planning Strategy Amendments

While this Plan is comprehensive in nature, its contents are not set in stone. Municipal Planning Strategies are living documents and periodically must be amended to reflect changing values, issues, and opportunities. Council will consider the following policies to guide decisions about updating the Municipal Planning Strategy.



APPENDIX B

1. Sustainable Municipal Services

Deliver efficient, progressive and affordable services to our community, ensuring our prosperity for the years to come.

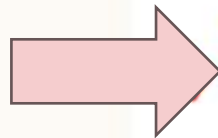
1.1. Improve Performance of Town-Owned Utilities

Reduce water loss, increase flow capacity, reduce service disruptions, and increase electrical demand.

Strategic Actions:

- Undertake strategic water, wastewater & electrical rate studies and adjust rates as appropriate
- Implement electrification initiatives to increase demand (grow customer base and transition away from fossil fuels)
- Complete water and wastewater system diagnostics
- Strategically replace/upgrade utility infrastructure to support growth and enhance reliability

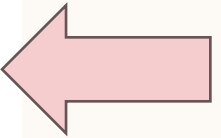
Constraints include ratepayers' ability to pay, borrowing capacity, and external funding opportunities.



1.5.4. Statement of Provincial Interest Regarding Infrastructure

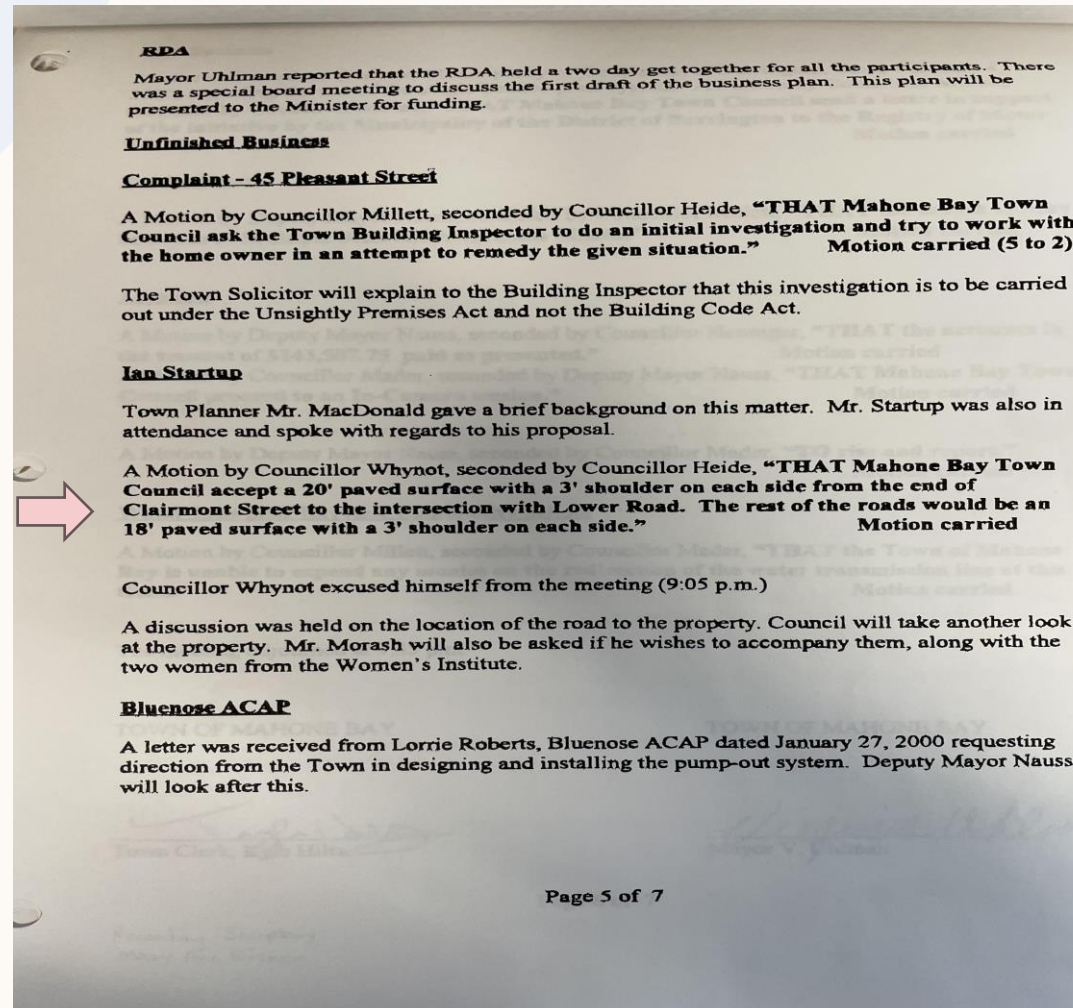
The Statement of Provincial Interest Regarding Infrastructure seeks to ensure municipalities can adequately serve their communities with infrastructure without creating undue burdens for the municipality, its residents, or the Province. This Municipal Planning Strategy establishes policies that direct new growth to areas of existing infrastructure, such as roads or sewer, or where it can be easily extended to maximize the efficiency of the Town's existing infrastructure.

Applicable MPS Policies: 4-6, 4-7, 4-16, 4-17, 4-18, 4-40



APPENDIX D

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Town Council Minutes, Tuesday February 8th 2000

APPENDIX E

Staff will then come back to council with a preferred option and timeline for the exit, as well as funding options and price tags. The report said the project could be a strong candidate for the federal Disaster Mitigation and Adaptation Fund.

ORIGIN

June 6, 2023 Halifax Regional Council motion (Item No. 18.1):

MOVED by Councillor Lovelace, seconded by Councillor Blackburn:

THAT Halifax Regional Council direct the Chief Administrative Officer (CAO) to provide a staff report on developing egress for Westwood Hills subdivision in Upper Tantallon.

MOTION PUT AND PASSED UNANIMOUSLY

Jan 12, 2021

Costs and potential funding sources for community connector roads:

THAT Halifax Regional Council request a staff report to include costs and potential funding sources on building community connector roads for neighborhoods restricted by limited emergency access routes, whereas climate change, drought, and absence of piped fire hydrants pose increased risk to life and property.



Municipal Joint Services Board, Lunenburg Region

131 North St, PO Box 209, Bridgewater, NS B4V 2W8 /Phone (902) 543-2991 Fax: (902) 530-5189

To: Councils of the Town of Bridgewater, Town of Mahone Bay and Municipality of the District of Lunenburg
From: Lesley McFarlane, COO
Date: May 24, 2024
Subject: Request for Council Approval - MJSB Agreement and Schedules

Recommendations

That Council approve the following documents:

1. MJSB Agreement
2. Schedule 1, Waste Management Shared Service
3. Schedule 2, Information Technology Shared Service
4. Schedule 3, Human Resources Shared Service
5. Schedule 4, Occupational Health and Safety Shared Service

Background

Originally signed in 2013, the MJSB agreement was reviewed, amended and renewed by the three partner municipalities in October 2018. Under the terms of the agreement, Section 25.a, the agreement is subject to a formal review every four years. The approved 2023/24 MJSB business plan included a review of the MJSB agreement.

Councils were consulted in fall of 2023 regarding any requested changes to the MJSB agreement. Changes identified by the partner organizations were implemented and the documents were also updated for consistent format, current terminology, and accessibility standards. See attached Summary of Changes.

On January 24, 2024, the Board approved the revised MJSB Agreement. On March 27, 2024, the Board approved revisions to each of the four Schedules to the Agreement, and directed staff to refer the Agreement and Schedules for legal review.

Discussion

The legal review was completed in May 2024. There were no significant findings that would impact on the Agreement or Schedules. The only substantive change identified was to remove language regarding service termination from Schedules 2, 3, and 4, as this language is already included in the body of the Agreement. The attached copies of the MJSB Agreement and Schedules have been updated as required by the legal review.

At the May 22, 2024, meeting of the Municipal Joint Services Board, a motion was approved to refer the attached finalized MJSB Agreement and Schedules to the respective Councils for approval.

Financial

The cost allocation model for Waste Management Shared Services has not been changed.

Revisions to cost allocation models for HR and IT Shared Services were approved by the Board on January 24, 2024. The revised cost allocation models for IT and HR shared services were approved by each of the Municipal Councils on the following dates:

- Town of Bridgewater Council - February 26, 2024
- Town of Mahone Bay Council - March 12, 2024
- The Municipality of the District of Lunenburg Council - April 9, 2024

On January 24, 2024, the new OH&S Shared Service including the cost allocation model was approved by the Board to begin on October 1, 2024, subject to Councils' approval. The cost allocation model was presented to and approved by each of the Municipal Councils, on the following dates:

- Town of Bridgewater Council - December 11, 2023
- Town of Mahone Bay Council - December 12, 2023
- The Municipality of the District of Lunenburg Council - February 13, 2024

Attachments:

Summary of Changes

MJSB Agreement

Schedule 1, Waste Management Shared Service

Schedule 2, Information Technology Shared Service

Schedule 3, Human Resources Shared Service

Schedule 4, Occupational Health and Safety Shared Service

Summary of Changes

MJSB Agreement

- Updated financial limits for Board approval of supplementary budgets from \$100,000 to \$250,000.
- Updated financial limit for Board approval for disposal of assets other than land, from \$100,000 to \$250,000.
- Neither of these two limits had been changed since the agreement was written in 2013. These revisions reflect current economic conditions, and achieve the intended purpose of the Board to govern the joint services on behalf of the participating municipalities, while continuing to refer more significant decisions to Councils for deliberation.

Schedule 1, Waste Management Shared Service

- No substantive changes.
- Site description changed to reflect the current footprint of the Waste Site, including current Property Identifying Numbers and acreage.
- Costing model unchanged.

Schedule 2, Information Technology Shared Service

- Business Goals and Objectives were removed, as these are revised annually and are now included in the annual multi-year IT Workplan
- Service Scope and Exclusions have been updated to reflect services currently being delivered
- Responsibilities of the partners has been updated as requested, for example, computer peripherals such as external keyboards, webcams, etc are now purchased by the partners directly
- Updated the document to reflect the existence of the IT Steering Committee
- Cost allocation model revised to reflect User Count and Complexity as well as capture Special Project time for billing
- Centralized Equipment Procurement and Equipment Pool section updated to simplify process and eliminate the PC Recapitalization Fund which was previously established to support MJSB cashflow, but was cumbersome to administer and is no longer required.

Schedule 3, Human Resources Shared Service

- No longer a pilot, but an ongoing shared service.
- Cost allocation updated from a time-consuming process requiring detailed time reporting, to a model that ensures the Town of Bridgewater and the Municipality of the District of Lunenburg each receive 90% of a full time HR resource.
- HR Shared Services can also be provided to Lunenburg County Lifestyle Centre (LCLC) or the Town of Mahone Bay, at a defined hourly rate which is set by the Board.

Schedule 4, Occupational Health and Safety Shared Service

- This schedule was newly prepared for 2024, following similar format as the other Schedules. Like the other Schedules, this Schedule defines the goals and scope of the service as well as service exclusions.
- Cost allocation model distributes 50% of costs on an equal share basis, with the remaining 50% of costs allocated based upon proportion of total staff in each participating organization.

THIS AGREEMENT is made this _____, 2024.

AMONG: THE MUNICIPALITY OF THE DISTRICT OF LUNENBURG
(hereafter "MODL")

and

THE TOWN OF BRIDGEWATER
(hereafter "TOB")

and

THE TOWN OF MAHONE BAY
(hereafter "TOMB")

The parties to this agreement are each responsible for the provision of municipal services. They are entering into this agreement to establish a mechanism to allow them to act jointly in the provision of municipal services, and to report to Councils regularly on progress towards greater sharing of services.

Notwithstanding the above, it should be noted that the purpose of the Municipal Joint Services Board (MJSB) established herein is not to achieve the amalgamation of the municipal unit parties into a single municipal unit. The parties hereto acknowledge that pursuit of shared services to increase capacity and/or efficiency is a valuable pursuit in and of itself, and nothing in this agreement should be construed as either encouraging or discouraging amalgamation.

1. Definitions

- 1.1. "Act" means Municipal Government Act, S.N.S, as amended
- 1.2. "Parties" means collectively the Town of Mahone Bay, Town of Bridgewater and the Municipality of the District of Lunenburg
- 1.3. "Shared Municipal Services" means those municipal services provided by the MJSB and as defined in the numbered Schedules of this Agreement
- 1.4. "Board" means the Board of Directors of the Municipal Joint Services Board, Lunenburg Region (MJSB)

2. Establishment of Authority

Pursuant to Section 60 of the Act, the parties have established an inter-municipal body corporate to provide shared municipal services to the parties and their residents, to be known as the Municipal Joint Services Board, Lunenburg Region (MJSB).

3. Body Corporate

The MJSB is a body corporate pursuant to the provisions of Section 60 of the Act with the corporate powers set out in this agreement.

4. Members

4.1. The members of the MJSB are the parties.

4.2. Additional member municipalities may join the MJSB by amendment to this Agreement, as consented to by the Council of each of the parties.

5. Board of Directors

5.1. The MJSB shall be governed by a Board of Directors, which shall consist of:

- 3 members and an alternate, appointed by the Town of Bridgewater
- 3 members and an alternate appointed by the Town of Mahone Bay
- 3 members and an alternate appointed by the Municipality of the District of Lunenburg

5.2. Each participating municipality shall appoint members (who may, but need not, be members of the council) to be that municipality's voting Directors on the Board.

5.2.1. Directors shall be appointed to the Board for a term as set by each participating/appointing municipality with said term not to be less than one year and not more than four years.

5.2.2. Any Director appointed by a municipal council serves at the pleasure of that Council and may be replaced by the council at any time.

5.2.3. Notwithstanding the foregoing, in the event of any vacancy that occurs with respect to a Director, the Council appointing such member shall appoint a replacement within six weeks after receipt of notice of vacancy from the Board.

5.3. A quorum of the Board shall be a majority of its serving Directors

5.4. No Director shall vote on any question relating to the provision of services which his or her Municipality is not receiving, subject to the proviso that the delivery of such services may impact the Shared Services Authority's ability to deliver other services, or that such question may or will impact that Director's Municipality, in which case the Director shall notify the Board of his or her intention to participate in the vote, state the reasons behind such intention,

after which the Director shall be permitted to vote on such question or questions.

6. Objects of the Board

- 6.1. The prime objective of the Board is to administer on behalf of the participating municipality the joint services assigned to the MJSB as per each schedule attached to the agreement. The object of the Board is also to identify opportunities for increased sharing of services among the partner municipalities, and at the request of the partners, develop joint service agreements with the partners, and operate the services as agreed.
 - To make the most out of every municipal tax dollar raised;
 - To create a more sustainable local government organization;
- 6.2. Services to be shared through the MJSB will be established through individual Schedules to this Agreement, which will outline the service requirements, reporting and financial conditions of the transfer of assets and liabilities from the partner municipal units.
- 6.3. The MJSB will communicate regularly with the partner Councils on its progress in identifying shared services, on its operating performance and future plans.
- 6.4. The MJSB will liaise with other organizations as required to further the shared service goals.
- 6.5. The MJSB may enter into agreements with other organizations to provide municipal services transferred to it through this agreement.

7. Area of Jurisdiction

The jurisdiction of the MJSB is the geographic area of the parties, and the MJSB may also, by contract, provide services in additional municipalities.

8. Chief Operating Officer

- 8.1. The Board of Directors shall appoint a Chief Operating Officer to manage the operations of the MJSB. The Board of Directors shall provide directions for an annual performance assessment of the Chief Operating Officer.
- 8.2. Notwithstanding subsection 8.1, the Board may appoint an alternate position(s) in lieu of a Chief Operating Officer to manage the specified operations of the MJSB. The Board of Directors shall provide directions for an annual performance assessment of this alternate position(s).
- 8.3. The Chief Operating Officer, or alternate, shall report directly and be accountable to the Board of Directors, through the Chair.

8.4. The parties agree that the MJSB shall adopt the Chief Administrative Officer model of governance in compliance with Sections 28 to 31 of the Act for the Chief Operating Officer's role.

8.5. Not less than annually, the Chief Operating Officer shall meet with each Chief Administrative Officer, or alternate, of the parties to assess overall service delivery in the preceding 12 months and to plan for the anticipated needs, costs, and delivery of services for the ensuing 12 months and beyond.

9. Annual Business Plan

9.1. The Chief Operating Officer, or alternate, shall be responsible to present to the Board and the Board shall in each year adopt an annual business plan for the coming fiscal year and a long-range business plan, each of which are subject to the approval of the Councils. The annual business plan and the long-range business plan shall promote improvement and efficiency in service delivery, asset management and cost allocation, based upon generally accepted best practices, Municipal Financial Indicators, and benchmarks.

9.2. Subsections 10.2, 10.3 and 10.5 apply to the annual business plan and the long-range business plan. Further to these requirements, and not less than 45 days in advance of presentation to the Board, the Chief Operating Officer, or alternate, shall confer with the Chief Administrative Officer of each party, with respects to both requested future levels of service to be provided and with respect to the estimated budgetary consequences arising therefrom.

10. Operating Budget

10.1. Following the consultation process required in subsection 9.2 the Chief Operating Officer, or alternate, shall prepare a recommended operating budget in accordance with the best available financial information, in accordance with the applicable accounting standards. Such budget shall contain the recommended operating expenditures required to provide the services provided for in this Agreement.

10.2. The Annual Operating Budget, after approval by the Board, is subject to the approval of the Councils.

10.3. Councils are deemed to have approved the annual operating budget pursuant to this section where at least two parties (or a majority if there are more than three parties) representing at least 51% of the municipal operating contributions have approved the budget. (Reference may be made to Section 20 for an explanation of Operating Contributions).

10.4. The Annual Operating Budget shall be submitted by the MJSB to the Chief Administrative Officer of each party on or before January 15 in the fiscal year preceding

the fiscal year for which it is to have effect. Pending Budget Approval pursuant to subsection 10.3 the MJSB shall not expend funds in excess of the prior year's budget on a monthly pro rata basis.

10.5. If a party fails to approve the Annual Operating Budget but does not notify the MJSB that it has refused to approve the Annual Operating Budget within sixty days after it was received, that party is deemed to have approved the Annual Operating Budget as submitted.

10.6. If the Annual Operating Budget is not approved at the start of a fiscal year, the MJSB may borrow to cover the operating costs of the MJSB for the budget approved by the Board, provided that the amount so borrowed does not exceed fifty per cent of the gross operating revenue of the MJSB for the preceding fiscal year.

10.7. Any surplus or deficit from a prior year is to be included in the operating budget for the subsequent fiscal year. For greater certainty, parties will not be required to make separate payments to the MJSB to cover their share of any deficit, nor are they entitled to a distribution of any surplus.

11. Supplementary Budgets

11.1. The MJSB may not expend money in excess of that budgeted in the Annual Operating Budget and any supplementary budget.

11.2. The MJSB may from time to time adopt supplementary budgets with respect to expenditures not included in the annual operating budget provided that the total of all such supplementary budgets does not exceed \$250,000 and is required to provide the services provided for in this Agreement.

11.3. The MJSB may, with the approval of the Councils, adopt a supplementary budget for expenditures that exceed \$250,000.

11.4. Councils are deemed to have approved a supplementary budget pursuant to this section where at least two parties (or a majority if there are more than three parties) representing at least 51% of the municipal operating contributions have approved the supplementary budget.

12. Annual Capital Budget

12.1. Following the consultation process required in subsection 9.2 the Chief Operating Officer, or alternate, shall prepare and recommend a capital budget in accordance with the best available financial information, in accordance with accepted accounting standards. Such budget shall include all proposed expenditures and funding sources required to provide the services provided for in this Agreement.

12.2. The Annual Capital Budget, after approval by the Board, is subject to the approval of the Councils.

12.3. Subsections 10.2, 10.3 and 10.5 apply to the Annual Capital Budget.

12.4. The MJSB shall be responsible for any capital borrowing required to implement the Annual Capital Budget.

12.5. The Council of each party undertakes to guarantee any capital borrowings required to implement the Annual Capital Budget, with each unit guaranteeing an amount equal to their unit's percentage of the total municipal unit's contribution to the capital budget.

12.6. The Annual Capital Budget shall be submitted by the MJSB to the Chief Administrative Officer of each party on or before January 15 in the fiscal year preceding the fiscal year for which it is to have effect.

13. Five-year Capital Plan

13.1. Following the consultation process required in subsection 9.2 the Chief Operating Officer, or alternate, shall, in each year, present to the Board and the Board shall adopt a Five-Year Capital Plan, subject to the approval of the councils.

13.2. Subsections 10.2, 10.3 and 10.5 apply to the Five Year Capital Plan.

14. Addition of Services

14.1. In accordance with the objects of the Board, the goal of the Board is to work to outline and explore new opportunities for shared services.

14.2. Recommendations on potential services to consider may originate from the Board or one of the partner Councils.

14.3. A proposal to evaluate a new shared service must be approved by at least two parties (or a majority if there are more than three parties) prior to beginning a review. Any professional service provider costs associated with the review to be payable to third parties must be borne solely by the party Council(s) undertaking the review, with each party Council's operating contributions to the Board to be used as a guide in determining the proportionate costs of each party Council, although the party Councils may negotiate among themselves to contribute in any other proportion.

14.4. The review proposal to partners must include:

14.4.1. The activities and authorities to be considered;

14.4.2. Related policy or strategic decisions that will remain with partner Councils;

- 14.4.3. The benefit hoped to be achieved by entering into a shared service arrangement;
and
 - 14.4.4. An estimated cost to complete the evaluation.
- 14.5. An evaluation shall consider different service delivery models, for example:
- 14.5.1. Provision of the service by the MJSB;
 - 14.5.2. Joint contracting with a 3rd party for provision of the service; or
 - 14.5.3. Provision of service by one of the partners.
- 14.6. If, after completing an evaluation, the Board is supportive of creating a new shared service, the Board may provide a recommendation to partner Councils which shall include:
- 14.6.1. Service delivery model;
 - 14.6.2. The base level of service proposed to be provided partners, as well as any additional services that may be provided to individual units;
 - 14.6.3. A proposed cost model for the service;
- 14.7. Each partner shall have the opportunity to consider the proposed shared service arrangement and come to a decision based on the best interests of each respective partner municipality.
- 14.8. For greater clarity, Sections 14.1 through 14.7 do not exclude any of the participating units from exploring other service sharing arrangements outside of this agreement.

15. Contracting

- 15.1. The MJSB may contract with other municipalities to provide municipal services to them or to utilize their services, facilities, or expertise.
- 15.2. The MJSB may contract with municipal units that are parties to this Agreement to provide additional services to them or to utilize their facilities or expertise.
- 15.3. The MJSB may contract with other persons to provide services to them or to obtain services from them, either on or off the MJSB sites, and whether the service is expressly one of the MJSB objectives pursuant to Section 6 or otherwise.
- 15.4. When the MJSB contracts with a municipality or other person to provide a service or an addition to service, the contract must not impose any additional net cost on the MJSB and/or parties to this Agreement.
- 15.5. Notwithstanding Section 15.4, the MJSB may absorb part of the cost of the service with the approval of the Councils of the parties to this Agreement.

15.6. Councils are deemed to have approved any matter pursuant to Section 15.5, where at least two parties (or a majority if there are more than three parties) representing at least 51% of the total municipal operating contributions have approved the matter.

16. Disposal of Assets

16.1. The MJSB may dispose of any of its assets valued up to and including \$250,000, but the disposal of any real property asset valued at over \$100,000 is subject to the approval of the Councils.

16.2. Councils are deemed to have approved any disposition pursuant to this section where at least two parties (or a majority if there are more than three parties) representing at least 51% of the municipal operating contributions have approved the disposition.

17. Fiscal Year

The fiscal year of the MJSB is the fiscal year of a municipality.

18. Powers

18.1. The MJSB has, for the purpose of carrying out its responsibilities pursuant to this agreement,

18.1.1. the exclusive authority to manage, operate and maintain any facility operated by it (whether owned by it or not) within the approved budgets;

18.1.2. the authority to enter into contracts authorized by this agreement;

18.1.3. the authority to generate revenue by charging for the services provided by the MJSB, including the establishment of fees of all kinds;

18.1.4. the ability to establish:

18.1.4.1. rules and procedures governing meetings of the MJSB;

18.1.4.2. internal policies respecting the operation and management of the MJSB including signing officers and auditors;

18.1.4.3. internal policies respecting conditions of employment, purchasing policies, disposal of assets policies, records management and like matters;

18.1.4.4. generally all necessary rules, regulations and policies needed to achieve the objectives of the MJSB.

- 18.1.5. the power to borrow pursuant to the provisions of the Municipal Government Act and with the approval of the council of each party for any capital borrowing;
 - 18.1.6. the power to establish operating and capital reserve funds;
 - 18.1.7. the power to make provision for the use of equipment, facilities and services;
 - 18.1.8. the power to retain personnel;
 - 18.1.9. the power to establish rates, charges and fees for services provided by the MJSB;
 - 18.1.10. the power to hold, acquire and, subject to the terms of this agreement, dispose of real property;
 - 18.1.11. the power to acquire assets, provided that the acquisition of any asset valued at over \$100,000 not included in the year's approved Annual Capital Budget requires the approval of the councils;
 - 18.1.12. the power to dispose of assets as provided in this agreement;
 - 18.1.13. the authority to apply for grants, rebates and other revenues that will reduce the net cost of the services provided;
 - 18.1.14. commence and/or defend legal causes of action and/or any other legal thing or proceeding; and
 - 18.1.15. such other powers as may be necessary or incidental to the achievement of its objectives.
- 18.2. Councils are deemed to have approved any matter pursuant to clause 18.1.11 where at least two parties (or a majority if there are more than three parties) representing at least 51% of the municipal operating contributions have approved the matter.

19. Financial and Performance Reporting

- 19.1. The MJSB shall report on its operational performance and financial position to each of the parties at least monthly. In addition, the MJSB will provide quarterly billing adjustment reports by service to the partners that would reflect the extent of use of each service and variance from the budget.

- 19.2. The MJSB shall provide the parties with audited financial statements as soon after the end of its fiscal year as is feasible, and in no event later than September 1 in the subsequent fiscal year.
- 19.3. The MJSB shall provide the parties with unaudited financial statements as soon after the end of its fiscal year as possible, and in no event later than May 30 in the subsequent fiscal year.
- 19.4. Unless specified differently in the service schedule, each service shall be reviewed once every 4 years to assess the extent to which the shared service is meeting its objective(s).

20. Financing

- 20.1. The MJSB shall deliver the Shared Services to the Parties on a user pay/unit costs basis or an alternate basis and as more specifically defined in the Schedules hereto for each Joint Service provided.
- 20.2. All parties will pay their costs of the approved joint services budget on a monthly basis, in a manner that minimizes the need for short-term borrowing by the Board for operating expenses.
- 20.3. User fees will generally be set at a level to recover the costs of the MJSB including overhead and debt charges.

21. Limitations

- 21.1. The MJSB is bound by
- 21.1.1. the Municipal Government Act, including Part XX (freedom of information and protection of privacy);
 - 21.1.2. the Privacy Act (Canada);
 - 21.1.3. the agreement on interprovincial trade and applicable provincial government procurement policies; and
 - 21.1.4. any general municipal agreements to which all of the parties to this agreement have consented.

22. Alterations

This agreement may only be altered by agreement in writing approved by the Council of each party.

23. Termination

- 23.1. The parties may, if approved by the Council of each party, terminate this agreement on such terms as to the distribution of the assets and liabilities of the MJSB as may be agreed.

23.2. If the parties are unable to agree on the division of the assets and liabilities of the MJSB, those assets, liabilities and future liabilities shall be divided according to the respective shares of each party in the equity of the MJSB as determined by a Certified Business Valuator, as of the date of termination.

23.3. The share of a party in the equity of the MJSB is determined by their proportional share of the costs of the services for which that unit has received as is evidenced in the Schedules to this Agreement.

23.4. In the event a party or parties cannot agree to the determination of the equity as provided for in subsection 23.3, the equity shall be as determined by a Certified Business Valuator, as of the date of termination.

24. Termination by One Party and/or Curtailment/Withdrawal of Shared Services by One Party

24.1. Subject to subsections 23.2, 24.3, 24.4, 24.5 and 24.6 a participating party is entitled to request a curtailment of or withdrawal from any Shared Service being provided to it by Shared Services Authority. The manner and timing of such curtailment or withdrawal shall be negotiated between the Municipality and the Board of Directors, following the analysis and recommendation of the Chief Operating Officer.

24.2. Any party may terminate its participation in this agreement by providing each of the other parties with notice to that effect, whereupon the party opting to withdraw must provide a minimum of five (5) years' notice of the effective date of that party's withdrawal in order to cease to be a party to this Agreement. Notwithstanding the foregoing, notice periods for Schedules to this Agreement subsequent to Schedule 1 may vary, and reference must be had to those particular Schedules.

24.3. A party that withdraws from this agreement or from a provision of a service is not entitled to receive any assets of the MJSB without unanimous agreement of the remaining participating parties and shall be responsible for severance and other costs imposed by its withdrawal, and

24.4. A party continues to be liable after termination of its participation in this agreement or from a provision of a service for its proportionate share, equal to its share as shown on the books of the MJSB as of the termination date, of;

24.4.1. any outstanding borrowings of the MJSB.

24.4.2. any outstanding closure or clean-up costs with respect to facilities operated by the MJSB in the provision of a service, whether closed or yet to be closed, excluding only any costs imposed by actions at the site after the withdrawal;

24.4.3. any termination costs for employees of the MJSB made redundant because the party ceased to be a party to this agreement, or its withdrawal from a service; and

24.4.4. any liabilities of the MJSB existing at the time of its withdrawal

24.5. A party that has terminated its participation in this agreement or withdraws from the provision of a service is not entitled to any share in the assets of the MJSB.

24.6. A party that has terminated its participation in this agreement or from the provision of a service under this Agreement may be liable for future contributions to the MJSB. Any such future contributions shall be ultimately determined by a competent mediator or arbitrator appointed by the Municipal Units.

25. Whole Agreement

This agreement, together with any amendments in writing, constitutes the whole agreement among the parties on this subject notwithstanding any other allegations or alleged agreements or undertakings.

26. Review

The parties agree to conduct a formal review of this agreement

26.1. every four years; and

26.2. whenever the membership changes, either by the agreed addition of a new party or by the dissolution, merger or termination of any party.

27. Service Levels

Should a municipality experience a service issue with a service outlined in a schedule to this agreement:

27.1. The Chief Administrative Officer shall put the concern in writing to the Chief Operating Officer.

27.2. The Chief Operating Officer and Chief Administrative Officer will strive to resolve the matter within 60 calendar days.

27.3. If the matter is not resolved the issue will be placed on the next Board meeting agenda following the 60-day period.

27.4. After considering the matter, if the Board is not able to identify a resolution to the issue, notice of the unresolved matter will be given to the partner Council.

27.5. The Council may initiate the dispute resolution process as identified in Section 28 of this agreement.

28. Dispute Resolution

28.1. In the event the parties cannot agree on any matter not specified in this agreement or on the interpretation of this agreement, they agree to refer the matter of disagreement to a single arbitrator pursuant to the provisions of the Commercial Arbitration Act of Nova Scotia, and more particularly as follows:

28.1.1. The single arbitrator shall be such as the parties may agree to on or before thirty (30) days from submission by either party of the dispute to arbitration; in default of agreement on or before the expiration of such thirty (30) days, then within ten (10) days thereafter each party shall appoint an arbitrator, and the two so chosen shall appoint a third arbitrator. If either party defaults in such appointment within the said ten (10) days, the arbitrator appointed by the other party shall act as sole arbitrator as if appointed by both parties.

28.1.2. The costs of such arbitration shall be born equally by the parties unless otherwise ordered by the arbitrator.

29. Governing Law

The law governing this agreement is the law of Nova Scotia.

APPROVED BY A Motion of Council on ____
day of _____ and executed this ____ day of
_____, 2024.

MUNICIPALITY OF THE DISTRICT OF LUNENBURG

Per: _____

Witness

Carolyn Bolivar-Getson, Mayor

Per: _____

Witness

April Whynot-Lohnes, Municipal Clerk

APPROVED BY A Motion of Council on ____
day of _____ and executed this ____ day
of _____, 2024.

TOWN OF BRIDGEWATER

Per: _____

Witness

David Mitchell, Mayor

Per: _____

Witness

Amanda Shupe, Town Clerk

Per: _____

APPROVED BY A Motion of Council on ____
day of _____ and executed this ____ day
of _____, 2024.

TOWN OF MAHONE BAY

Per: _____

Witness

David Devenne, Mayor

Per: _____

Witness

Kelly Munroe, Town Clerk

Per: _____

SCHEDULE 1 - WASTE MANAGEMENT SHARED SERVICE

1. Definitions

- 1.1 Full Costs - All costs associated with the provision of a service, including operating, capital, borrowing costs and principal payments, but does not include amortization
- 1.2 Waste Disposal Agreement - the Inter-Municipal Agreement executed on June 29, 2000 between the Municipality of the District of Lunenburg, the Town of Bridgewater, the Town of Mahone Bay and the Town of Lunenburg
- 1.3 Waste Site - approximately 270 acres of land at Whynott' s Settlement, Lunenburg County on which there are presently solid recovery and disposal systems, and septic waste treatment systems and which is comprised of Property Identification Numbers (PID's) 60245347, 60245289, and 60245206.

2. General

The parties to the Board Agreement hereby agree through this Schedule to manage municipal waste management resources at the Waste Disposal Site, and in particular to authorize the Board to:

- 2.1 operate, maintain and further develop an integrated waste management system for the parties which is environmentally sound, socially acceptable and financially feasible;
- 2.2 strive for the optimum balance between maximizing long term benefits with regard to waste-resource diversions from disposal and minimizing the capital and operating costs of implementing the solid waste resource management system;
- 2.3 strive for economic self-sufficiency;
- 2.4 maintain and improve programs aimed at waste reduction, reuse, recycling, composting, household hazardous waste, construction and demolition debris, and residential waste management that will achieve provincial targets and that will comply with the disposal bans imposed by the Solid Waste Resource Management Regulations; make regulations establishing what waste may be disposed of, and where;
- 2.5 maintain the Solid Waste Collection System(s) for the parties;
- 2.6 exceed the provincially mandated diversion targets where it is deemed environmentally, socially or financially beneficial to do so;
- 2.7 increase public awareness and participation in the waste management system;
- 2.8 ensure consultation with the public to ensure decisions made by the Board are sensitive to the needs and desires of the population;

- 2.9 operate the waste resource management system in a financially responsible and equitable manner on behalf of the municipal partners; and
- 2.10 adopt a business model for the provision of services.

3. Financial

- 3.1 In formulating the operating budget, the Chief Operating Officer or alternate shall ensure that the full costs of the Waste Management Shared Service are recovered through user fees.
- 3.2 The Board may generate revenue by charging for the services provided by the Board, including the establishment of tipping or dumping or disposal fees and other fees of all kinds;
- 3.3 The Board will establish reserves for closure costs of any facility operated by the Board for which adequate closure funds are not otherwise provided.
- 3.4 Subject to subsection 19(1) and 19(2), all parties will pay tipping fees for all curbside waste collected and brought to the site operated by the Board. Upon demonstration of the need of funds for cash flow, each party shall, at the commencement of a fiscal year, advance to the Board one-twelfth of each parties estimated contribution to the fiscal years operating budget. At the close of the fiscal year the Board shall reconcile the actual contribution for the advance payment to the estimated amount and invoice or refund the parties as appropriate.
- 3.5 All tipping fees will be set at a level sufficient to recover all of the costs of the Board related to waste management at the Waste Disposal Site, including overhead and debt charges.
- 3.6 Subject to subsection 20.1, Tipping fees for persons who are not parties to this agreement (including private collectors and ICI waste) shall be at least as high as those charged to the parties. Notwithstanding 3.6 a party or parties to this Agreement may choose to have a lower tipping fee for non-curbside waste generated within their respective unit(s), which shall be at no additional net costs to the Board.

4. Previous Agreement

- 4.1 The agreement among the parties entered into June 29, 2000, and referred to as the Waste Disposal Agreement, as from time to time amended, is terminated as of March 31, 2013, being the effective date of the commencement of operation pursuant to Schedule 1, clause 4.4.
- 4.2 Notwithstanding subsection 4(a), Section 4 of the Waste Disposal Agreement respecting ownership and disposition of the site, and Section 13 respecting site closure costs, continue in force.
- 4.3 Any vested interest held by a municipality shall not be paid out on the termination of the Waste Disposal Agreement but shall be paid out on the termination of participation in this agreement pursuant to sections 22 or 23 of the MJSB Agreement, notwithstanding the provisions of MJSB Agreement subsections 23.2 and 23.3.
- 4.4 The Joint Services Board shall, effective the first day of April 2013, (the "Effective Date") commence operation and maintenance of the lands, equipment, fixtures and facilities used in the provision of the solid waste management services.

4.5 The Parties shall take such actions including without limitation, pass such resolutions of Council, issue such Notices, make such applications, and agree on the transfer of assets as may be required to dissolve the "Waste Disposal Agreement."

5. Assets and Liabilities

5.1 The Board shall assume all assets, including lands and fixtures thereon, on or before the effective date.

5.2 All obligations of the Parties established in the Waste Disposal Agreement shall continue unabated, except as otherwise specifically noted herein.

5.3 The Parties shall jointly and severally take such steps, execute such deeds or other documents, pass such resolutions and grant such consents as necessary or required to effect the transfer of assets to the Board.

5.4 Notwithstanding anything contained herein, the Parties, acknowledge and agree that the Board shall be a successor employer as contemplated in s. 31 and 32 of the Trade Union Act, R.S.N.S. 1989, c.475 as amended, in relation to those employees who have rights under existing collective agreements, or who have certain rights under the Trade Union Act by virtue of having established a collective recognized under the Trade Union Act with rights to bargain on behalf of such employees.

5.5 Furthermore, the Parties acknowledge and agree that employees not covered by the preceding paragraph shall be deemed to be serving the Board with the continuity of their employment unbroken from the predecessor employer as contemplated in s. 12 of the Labour Standards Code R.S.N.S. 1989, c. 246, as amended.

APPROVED BY A Motion of Council on ____
day of _____ and executed this ____ day of
_____, 2024.

MUNICIPALITY OF THE DISTRICT OF LUNENBURG

Per: _____

Witness

Carolyn Bolivar-Getson, Mayor

Per: _____

Witness

April Whynot-Lohnes, Municipal Clerk

APPROVED BY A Motion of Council on ____
day of _____ and executed this ____ day
of _____, 2024.

TOWN OF BRIDGEWATER

Per: _____

Witness

David Mitchell, Mayor

Per: _____

Witness

Amanda Shupe, Town Clerk

Per: _____

APPROVED BY A Motion of Council on ____
day of _____ and executed this ____ day
of _____, 2024.

TOWN OF MAHONE BAY

Per: _____

Witness

David Devenne, Mayor

Per: _____

Witness

Kelly Munroe, Town Clerk

Per: _____

Schedule 2 – Information Technology Shared Services

1. Definitions

- 1.1. Service request – A formal request by a user for assistance or resources, including but not limited to information provision, password changes, permission modifications, and new software installations.
- 1.2. Incident break/fix - An unexpected event that disrupts service quality or functionality, necessitating an immediate response to restore normal operations.
- 1.3. Special Projects are activities that are attributable to one specific Partner, take longer than five (5) hours to complete, make a significant change to the current environment and will later transition to regular operations. They could also include participation in ongoing program activities.
- 1.4. Peripherals – equipment that is used to transfer information into and out of a computer such as a monitor, headset, external keyboard, mouse, wrist support, webcam, scanner, USB key, etc.

2. General

- 2.1. The parties to the Municipal Joint Services Board (MJSB) agreement hereby agree through this Schedule to provide Information Technology Shared Services (ITSS or the services) to the parties.
- 2.2. The parties authorize MJSB to employ one or more positions as reflected in the budget.
- 2.3. The ITSS will be subject to annual review by the parties.

3. Mission, Objective, Values and Guiding Principles

3.1. Mission

- 3.1.1 The ITSS will employ strong leadership, financial stewardship, and adopt industry current practices to ensure the confidentiality, integrity, availability, and security of information systems for the Partners.

3.2. Values

- 3.2.1. Respect for the Partners and their Cultures while implementing consistent and effective solutions for services.
- 3.2.2. Respect for the taxpayer through finding low cost and innovative solutions that are effective in meeting the minimum functional, security and reliability requirements, while recognizing that these solutions are not necessarily at the lowest cost.

3.3. Guiding Principles

- 3.3.1. Identify elements of the service which can be provided most efficiently and cost effectively by others, contract for the provision of such services and manage the performance of the service providers.
- 3.3.2. Maintain a core internal staff capability and knowledge to ensure the Partners can operate their business.
- 3.3.3. Manage the technology risks of the Partners, and ensure appropriate systems and procedures are in place to effect disaster recovery and business continuity.
- 3.3.4. Optimize the lifecycle of all technology assets, ensuring hardware and software meet the needs of the end user while minimizing waste.
- 3.3.5. Ensure services are provided with appropriate security controls, and are compliant with relevant legislation regarding security, privacy, and data sovereignty.
- 3.3.6. To the extent possible, minimize the technology footprint through consolidation and sharing of resources.
- 3.3.7. Eliminate redundancy and see opportunities to enhance efficiency and effectiveness through standardization of hardware and software amongst the Partners.
- 3.3.8. Document the technology environment and provide stewardship of such documentation, including administrative credentials.

4. Service Scope

Below is a list of components that typically comprise the services provided to Partners. Please note that while these components are commonly included, the actual scope of services delivered may vary depending on operational requirements:

- 4.1. Consulting on IT related issues** such as strategic digital transformation direction, data governance, business process improvement, cloud solutions, online collaboration, etc.
- 4.2. Data hosting, backup, and recovery**
 - 4.2.1. Server provisioning, and patch management.
 - 4.2.2. Proactive analysis of usage, performance trends, availability, disk volume capacity, high CPU or memory and system reboots, all captured by the monitoring platform.
 - 4.2.3. Setup, monitoring and management of backup scopes and schedules for all servers.
 - 4.2.4. MJSB will perform semi-annual file restoration tests to ensure files can be restored accordingly. The tests will be scheduled and executed by MJSB's ITSS team.
- 4.3. Endpoint Management**
 - 4.3.1. Centralized procurement of computers.

4.3.2. Create, deploy, maintain, and update a standard and consistent configuration baseline for managed end-user devices.

4.3.3. New device setup and deployment for desktops, laptops, smartphones, and tablets.

4.3.4. Application support for devices:

- Deployment – installation of the pre-approved version of the application.
- Updates – patching and improvement of the already installed version of the application.
- Upgrades – replacement of the application due to major version upgrade.

4.3.5. Compliant decommissioning/destruction of endpoint devices at the end of their lifecycle.

4.3.6. Inventory tracking of supported endpoint devices.

4.4. End User Support

4.4.1. The Support Desk will provide end user support during core business hours of 8am to 4pm.

4.4.2. Registering, management, and renewals of existing domain name accounts.

4.4.3. Unlimited incident resolution and service requests such as:

- Configuration, usage, troubleshooting and problem resolution of Operating Systems,
- Support of applications on desktop, mobile and online formats. Support includes all Microsoft 365 tenant applications and most non-Microsoft applications being used by the Partners. For the limited applications not supported by MJSB, the Support Desk will first try to resolve the issue and if unsuccessful, will assist in engaging with the application's vendor support.
- Management and support of the lifecycle of the user's digital identity in on-premises Microsoft Active Directory and Cloud Microsoft Azure Active Directory.
- Management and support of security measures and baselines to better protect the user's digital identity including Multi-Factor Authentication (MFA) management, Conditional Access Policy management.
- Network and desktop printer support.
- General support for centrally procured endpoint devices (i.e. computer and mobile devices) to ensure the readiness, stability, and security of such devices for day-to-day business operations.

4.5. Information Security Services

4.5.1. Cyber security awareness training (KnowBe4).

4.5.2. Cyber insurance application support.

4.5.3. Anti-virus and spam filtering.

4.6. Network Management

4.6.1. Supplier relationship management, including pricing negotiations, addition of new services and contract management.

4.6.2. Setup, monitoring, and management of Partner office networks (Local Area Network).

4.6.3. Monitoring and management of all network routers, switches, wireless network controllers and wireless network access points at each Partner location.

4.6.4. Preventative maintenance, implemented through network firmware and operating system upgrades, patching and alert remediation.

4.6.5. Site-to-site Virtual Private Network (VPN) tunnel from Partner locations to data centre.

4.6.6. Client VPN and VPN pass through capabilities.

4.6.7. Network endpoint management licensing.

4.7. Project Management

4.8. Voice Communications (desktop and cellular)

4.8.1. Centralized procurement of cellular phones.

4.8.2. Ordering of new phone lines.

4.8.3. Setup and configuration of new phones.

4.8.4. Management of operational service issues and changes with Supplier(s).

4.9. Non-partners

4.9.1. In addition to the Partners that are signatories to this Schedule, the ITSS can also provide services to other organizations, as outlined in para 14 (Contracting) of the MJSB Agreement, if serving them does not interfere with the Partner's Service Level Agreements. The priority of effort will always be to serve the Partners first.

5. Service Exclusions

5.1. Building security systems including CCTV and door card access.

5.2. Break/fix support for Council Chambers audio-visual conference systems for which an existing support contract with the vendor is in place.

5.3. Break/fix support for websites and domains.

- 5.4. Centralized procurement of computer peripherals.
- 5.5. Website hosting, design, and content management.
- 5.6. Wastewater SCADA systems.
- 5.7. Town of Bridgewater Police.
- 5.8. Riverport Electric network services.
- 5.9. Town of Mahone Bay Voice Communications.

6. Responsibilities of ITSS

- 6.1. Provide the services outlined in this Schedule.
- 6.2. Ensure all employees undergo appropriate security clearance checks and sign applicable disclosure agreement (Appendix A).
- 6.3. Respond to requests for support during regular business hours within 24 hours of being received.
- 6.4. Respond to critical service requests at the earliest availability of staff.
- 6.5. Respond to emergency and after-hours service requests on a best effort basis.
- 6.6. Manage the access, activities, and performance of all third-party service providers.
- 6.7. Maintain and improve documentation of Partners' systems, including configuration, administrative credentials, and software licensing particulars. Such documentation shall be held in a secure location.
- 6.8. Establish policies relating to the usage and security of supported systems and disseminate to both Partners and end users.
- 6.9. Establish and maintain standards for computer equipment and related peripherals.
- 6.10. Deploy, maintain, dispose of, and otherwise manage the hardware and software assets collectively on behalf of the Partners in accordance with ITSS policies, relevant data protection regulations, and environmental responsibilities.

7. Responsibilities of the Partners

- 7.1. Identify an IT Steering Committee (ITSC) representative.
- 7.2. Promote the adherence to ITSS policies relating to computer usage and security within their organisation to both staff and elected officials.

- 7.3. Authorize the ITSS to communicate directly with end users in the provision of information regarding system changes, outages, maintenance activities, and other IT related matters.
- 7.4. Advise existing service providers of this support agreement and explicitly identify ITSS as being authorized to provide direction on behalf of the Partners.
- 7.5. Provide copies of documentation relating to the services, such as warranty information, purchase orders, invoices, software licenses, and contracts with service providers on an “as required” basis.
- 7.6. Refrain from entering into new third-party agreements for new IT services without the knowledge and consent of ITSS.
- 7.7. Agree to comply with ITSS equipment standards in purchasing hardware or peripherals or seek guidance where no standard exists prior to purchasing.
- 7.8. Provide sufficient notice for activities impacting ITSS (i.e., office moves new software).
- 7.9. Identify their future year(s) IT requirements and participate in discussions regarding projects that benefit multiple users or the entire partnership, as part of the annual process of building the ITSS multi-year workplan.

8. Dispute Resolution and Governance

- 8.1. MJSB will endeavor to resolve disputes at the staff level. Disputes relating to the provision of services should be addressed to the Director of ITSS, then to the MJSB COO.
- 8.2. ITSS will be governed by the Board. The approved Schedule 2 herein forms part of the Municipal Joint Services Agreement. Should a dispute arise, that cannot be resolved at the staff or COO level, the dispute resolution process outlined in Section 26 of the MJSB agreement shall be used.
- 8.3. A detailed inventory of ITSS’ assets will be made available to all Partners for the purpose of dispute resolution.
- 8.4. The ITSC oversees the development of the annual multi-year ITSS workplan and provides the governance structure regarding changes to the workplan throughout the year.
- 8.5. As the governance structure, the ITSS ensures the ITSS workplan is aligned with, and supports, Partner organisation objectives. To ensure successful implementation of the workplan, the Director of ITSS will monitor the workplan and provide information to the ITSC and Board on the progress and seek input and advice as needed.
- 8.6. The ITSC will be accountable to the MJSB COO and Partner CAO’s through the Chair of the committee and its Partner representatives.
- 8.7. The committee is composed of one (assigned) representative, plus an alternate, from each of the Partner municipalities and MJSB, plus the Director of ITSS. The Partners choose their own representatives.

9. ITSS Funding and Budget

9.1. Partner costs are based on two elements - direct costs and indirect costs.

9.1.1. Direct costs are those costs that are directly attributable to one of the Partners. Examples of these costs include per user software licencing, provision of network services by site (connectivity, network management and security services). All direct costs will be estimated during budget preparation and billed to the Partner who incurs them.

9.1.2. Indirect costs consist of the IT personnel, office, and support costs. This includes but is not limited to wages and benefits, professional development training and travel, office lease, utilities, and supplies for the ITSS office.

9.1.3. Non-partner revenue reduces the total indirect cost to be allocated to the Partners.

9.2. Cost Allocation Model to Distribute Indirect Costs.

9.2.1. There are two categories for distribution of indirect costs, 'special projects' and 'user count and complexity.'

9.2.2. Special Projects are activities that are attributable to one specific Partner, take longer than five (5) hours to complete, make a significant change to the current environment and will later transition to regular operations. They could also include participation in ongoing program activities. Special Project time is tracked and billed to the requesting Partner, by project.

9.2.3. User count and complexity is the basis for allocating costs for such activities as responding to incidents, break/fixes and other support requests submitted to the help desk by the user community. It also includes costs to work on projects that benefit the entire partnership including, but not limited to, updates and patches of the technical equipment and software that provide the MJSB network and data storage capabilities, cyber security tasks, digital transformation strategy, administrative tasks, creation and implementation of policy and procedure, performance management of the team and costs associated with non-working time.

9.2.4. Due to varying degrees of complexity, not all users cost the same amount to serve therefore, they should not be billed the same way. Cost allocation consider the relative proportions of these types of users. There are two types:

- Field staff – these users do not require as much time to serve as office staff. Typically, they do not spend much time sitting at a desk, they use one or two computer programs, they don't have many devices, they submit very few, if any, tickets to the help desk.
- Office staff – these users require much more time to serve. They spend most of their time working on their computers, they use many computer programs, they have multiple devices, and they typically submit more tickets than Field staff.

9.2.5. Calculation of User Count and Complexity is based on an analysis of the time to service Field users versus Office users. The ratio of serving field staff to office staff is 0.5:1.

- User counts are updated annually to reflect active Microsoft 365 user licenses.
- The budget is built using the actual number of users as of September 30th of the prior fiscal year. All users are categorized as Field or Office users.
- Totals are multiplied by their relative weight (e.g., 0.5 or 1) and added together to calculate the total weight for each Partner and then a proportionate share of the whole is calculated.

For illustration purposes, this is the User Count and Complexity calculation included in the 2024/25 budget:

	Weight	MODL	TOB	TOMB	MJSB	Total
# of users						
Field	0.5	19	34	17	2	72
Office	1	63	62	16	15	156
Total		82	96	33	17	228
Total Weight		72.50	79.00	24.50	15.00	191.00
% Share		37.76%	41.15%	12.76%	8.33%	100%

9.3. Centralized equipment procurement and pool

- 9.3.1. To ensure availability and interoperability of endpoint devices and end user support for these devices, MJSB will centrally procure computer and mobile devices on behalf of the Partners.
- 9.3.2. The number of computers to budget for the next fiscal year will be based on the previous year's inventory plus projected new hires and a 10% contingency for break/fixes. ITSS will collaborate with the Partners to estimate this number at budget time.
- 9.3.3. All other peripherals are excluded. ITSS has provided a list of recommended brands and models for all other equipment. It is the sole responsibility of the Partner to purchase and track these items.
- 9.3.4. Devices procured on behalf of the Partners will be added to a shared pool and allocated to any employee within the participating organisations, as requested, ensuring the equipment can be in use as much as possible, while maintaining a minimum reserve of spare equipment.
- 9.3.5. ITSS owns the computer equipment and mobile devices that are procured on behalf of the Partner organizations.
- 9.3.6. ITSS maintains an inventory of all computer and mobile devices.
- 9.3.7. It is the responsibility of ITSS to ensure that computer equipment and mobile devices are wiped clean of data during decommissioning in accordance with relevant data protection regulations before donation or properly destroyed.

9.4. Budget and Billing Process

9.4.1. The ITSS budget is a component of the overall MJSB budget and subject to the MJSB budget process as outlined in Sections 10 through 12 of the Joint Services Agreement.

9.4.2. Given the need for the ITSS annual workplan to adapt throughout the year to meet Partners’ changing needs and other factors, the budget is not based on estimates of project time. For budget purposes, 100% of ITSS’ indirect costs will be distributed using user count and complexity proportionate share.

9.4.3. Actual project time proportionate share is calculated and billed at the end of each quarter using the model described above.

The following table demonstrates how actual costs would be allocated, based on the fictitious scenario shown.

	Total	MODL	TOB	TOMB	MJSB	Notes
Total IT hours	9100					1
Allocation of total IT hours						
Special Project hours	1800	684	738	234	144	2
User Count and Complexity hours	7300	2774	2993	949	584	3
Total IT hours	9100	3458	3731	1183	728	4
Proportionate share of indirect costs	100%	38%	41%	13%	8%	5
Total Indirect Costs	\$573,496	\$217,928	\$235,133	\$74,554	\$45,880	6

- Note 1: Total IT hours = # FTE x 1820 hours annually per Full-Time Equivalent (FTE).
- Note 2: IT will track actual Special Project hours worked, by partner and by project. Project hours in the table above are for illustration purposes only, and in this scenario have been set to a percentage of total Special Project hours, based on User count and complexity %.
- Note 3: (Total IT hours – Total Special Project hours) x Partner’s User Count and Complexity % as of September 30th of the prior year.
- Note 4: Sum of Special Project hours and User Count and Complexity hours by Partner.
- Note 5: Allocation of Total hours by Partner divided by Total IT hours.
- Note 6: Total Indirect Costs less Non-partner revenue.

10. Quarterly Report and Review

10.1. The ITSS will be subject to annual review by the parties.

10.2. Quarterly reporting on the progress of the service will be provided as part of the MJSB's quarterly business plan updates to the Board, and to Councils as required.

11. Duration

This Schedule shall become effective upon signature by the partners and will remain in effect until modified or terminated as per the Joint Services Agreement and subject to the requirements of Appendix B.

12. Communication and Help Desk

12.1. Requests for new IT services or additional support will be directed to the MJSB COO.

12.2. Routine requests for service/support will be made via method communicated by MJSB ITSS staff.

Appendix A

Confidentiality Agreement

I, (**First and Last Name**), in consideration of my contract for the provision of Information Technology Consulting Services and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, agree to the following:

1. In the course of my relationship with Municipal Joint Services Board (MJSB), I will hear, see and/or otherwise come to know, possess or have access to confidential information about and/or belonging to MJSB, its clients and/or third parties interacting with MJSB, including but not limited to IT information system information, trade secrets, security information, firewall information, network or host configurations, passwords, electronic data, information about MJSB's clients, methods, processes, or business plans (the Confidential Information).
2. I agree not to use, disclose, reproduce, or otherwise make available, Confidential Information to any person, firm, or enterprise (other than to MJSB's employees or agents who have a need to know such information for the purposes of this Agreement) unless specifically authorized in writing to do so by the MJSB Director Information Technology Shared Services (ITSS).
3. I agree to exercise all due care and diligence and take all reasonable precautions to prevent any unauthorized collection, use, disclosure, retention, destruction, or disposal of any Confidential Information.
4. I agree to keep confidential all data and other Confidential Information which comes into my possession pursuant to, or as a result of, or in performance of this Agreement and will not divulge such information to any third party without prior written consent of the MJSB Director of ITSS, during the term of this Agreement and after termination.
5. At no time, during or after I provide services to MJSB, will I use that Confidential Information for my own benefit or the benefit of others.
6. Upon termination of my relationship with MJSB, I will return to MJSB any and all documents and electronic information in my possession relating to MJSB's business including, but not limited to IT information system information, firewall information, network or host configurations, reports, manuals, correspondence, customer lists, computer programs, data files, passwords and all other materials and all copies of such materials, that I obtained while working and/or providing services to MJSB.
7. I recognize that if I violate this Agreement, MJSB is entitled to an injunction to prevent me from disclosing any Confidential Information and/or using it for any purpose. I further recognize that MJSB would be entitled to other legal remedies, including legal fees and costs.
8. If any part of this Agreement is found to be invalid, illegal, or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.
9. This Agreement is binding on the parties, their heirs, executors, personal representatives, administrators, and assignees. No person shall have a right or cause of action arising out of or resulting from this Agreement except the parties to it and their successors in interest.
10. This document constitutes the entire agreement between the parties with respect to confidentiality. No representation or promises have been made except those that are set out in this Agreement. This Agreement may not be modified except in writing signed by both parties.
11. This Agreement shall be governed by the laws of Nova Scotia.

Appendix B

Effect of Termination of this Schedule on ITSS Equipment

1. Shared Infrastructure and Networking Equipment – Section 24.3 of the Joint Services Agreement applies to all shared infrastructures and networking equipment.
2. Desktops and laptops - All in-service desktop/laptop equipment will be retained by the withdrawing Partner.
3. Software licenses - Those solely in use for the exiting Partner will be transferred to the Partner where practical. Server licenses for shared infrastructure will be retained by the Board.
4. Third Party contract(s) - it will be the responsibility of the withdrawing Partner to negotiate their exit strategy with the existing third party contractor(s), with the assurance that all costs and damages of any type whatsoever, including solicitor-client costs, associated with the departure (for example, specialist consulting services, re-deployment of equipment and new system setup fees) are paid by the withdrawal Partner as per section 24.6 of the Joint Services Agreement.
5. Partner data – data files will be provided to the withdrawing Partner. The Partner must supply sufficient media. The withdrawing Partner must sign a non-disclosure agreement in the form provided by the Board.

APPROVED BY A Motion of Council on ____)
day of _____ and executed this ___ day)
of _____, 2024.)
)
)

MUNICIPALITY OF THE DISTRICT OF LUNENBURG

Per: _____

Witness)

Carolyn Bolivar-Getson, Mayor)
)
)

Per: _____

Witness)

April Whynot-Lohnes, Municipal Clerk)

APPROVED BY A Motion of Council on ____)
day of _____ and executed this ___ day)
of _____, 2024.)
)
)

TOWN OF BRIDGEWATER

Per: _____

Witness)

David Mitchell, Mayor)
)
)

Per: _____

Witness)

Amanda Shupe, Town Clerk)
)
)

Per: _____

APPROVED BY A Motion of Council on ____)
day of _____ and executed this ___ day)
of _____, 2024.)
)
)

TOWN OF MAHONE BAY

Per: _____

Witness)

David Devenne, Mayor)
)
)

Per: _____

Witness)

Kelly Munroe, Town Clerk)
)
)

Per: _____

Schedule 3 – Human Resources Shared Service

1. General

- 1.1 The parties to the Municipal Joint Services Board (MJSB) Agreement hereby agree through this Schedule to provide Human Resources Shared Services (HRSS or the “service”) to the parties.

- 1.2 The parties authorize the MJSB to employ one or more positions as reflected in the budget. All HRSS employees are available to support the needs of the parties. For greater clarity, employees are not dedicated to support any of the parties to the service.

- 1.3 The HRSS will be subject to annual review by the parties.

2. Scope of Service

- 2.1 The scope of the HRSS employees’ work shall include, but not be limited to the following responsibilities, which are further described in Human Resources Position Descriptions attached to this Schedule:
 - 2.1.1 Employee recruitment and hiring.

 - 2.2.2 Employee training and development.

 - 2.2.3 Policy and procedure development and renewal.

 - 2.2.4 Labour Relations management.

 - 2.2.5 Negotiation with respective labour unions.

 - 2.2.6 Staffing matters including performance management, discipline, and termination.

 - 2.2.7 Disability case management, workplace accommodation and return to work.

 - 2.2.8 Organizational design and workforce planning

 - 2.2.9 Leadership coaching and development.

 - 2.2.10 Coordination of partner collaboration and synergies.

 - 2.2.11 Human Resources strategic planning to support partners.

3. Cost Allocation Model

- 3.1 Member units will be billed quarterly.
- 3.2 The MJSB is authorized to contract the Services to the Town of Mahone Bay and the Lunenburg County Lifestyle Centre (LCLC) at an hourly rate defined by the board, provided that the MJSB can maintain the service level expected by the Parties. The hourly rate is set sufficient to recover costs as well as all overhead.
- 3.3 The goal of the cost allocation model is to ensure that the Town of Bridgewater and the Municipality of the District of Lunenburg, as the two primary parties to the HRSS, each receive a minimum of 90% of a Full Time Equivalent HR resource. As the third party to the HRSS, the MJSB will utilize the remaining resource time available. Costs will be allocated as follows:
 - 3.3.1 Any revenue received from the Town of Mahone Bay or LCLC reduces the total costs for the quarter.
 - 3.3.2 Remaining costs for the quarter are allocated and billed as follows:
 - Town of Bridgewater – 45%
 - Municipality of the District of Lunenburg – 45%
 - MJSB – 10%

4. Status Reporting

Quarterly Reporting on the progress of the service will be provided as part of the MJSB's quarterly business plan updates to the Board, and to Councils as required.

5. Communication and Contact

All requests for new HR services or additional support will be directed to the MJSB COO.

APPROVED BY A Motion of Council on ____)
day of _____ and executed this ____ day of)
_____, 2024.)

MUNICIPALITY OF THE DISTRICT OF LUNENBURG

)
)
)
)
) Per:

Witness)

Carolyn Bolivar-Getson, Mayor

Witness)

) Per: _____
) April Whynot-Lohnes, Municipal Clerk

APPROVED BY A Motion of Council on ____)
day of _____ and executed this ____ day)
of _____, 2024.)

TOWN OF BRIDGEWATER

)
)
)
) Per:

Witness)

David Mitchell, Mayor

Witness)

) Per:

Amanda Shupe, Town Clerk

APPROVED BY A Motion of Council on ____)
day of _____ and executed this ____ day)
of _____, 2024.)

TOWN OF MAHONE BAY

)
)
) Per: _____

Witness)

David Devenne, Mayor

Witness)

) Per:

Kelly Munroe, Town Clerk

) Per:

Schedule 4 – Occupational Health and Safety Shared Service

1. General

- 1.1 The parties to the Municipal Joint Services Board (MJSB) Agreement hereby agree through this Schedule to provide Occupational Health and Safety (OH&S) Shared Services (OHSSS or the “service”), to the parties.
- 1.2 The parties authorize the MJSB to employ one or more positions as reflected in the budget.
- 1.3 The service will be subject to annual review by the parties.

2. Purpose

- 2.1 The service will produce the following benefits:
 - 2.1.1 Reduced risk of injury and incidents such as near misses, medical aid and lost time;
 - 2.1.2 Reduced legal risk for non-compliance with legislation and regulations;
 - 2.1.3 Increased awareness of safe work practices;
 - 2.1.4 Increased awareness and adoption of emerging Occupational Health and Safety best practices;
 - 2.1.5 Defined Occupational Health and Safety programs for each of the parties;
And;
 - 2.1.6 Synergies between parties’ Occupational Health and Safety programs.
- 2.2 The intention is that this service will also work toward reducing the parties’ Workers’ Compensation Board costs by achieving the above benefits.

3 Scope

- 3.1 The scope of the role includes but is not limited to the following:
 - 3.1.1 Member of partner and MJSB OH&S Committees;
 - 3.1.2 In consultation with each party’s Health and Safety Committees and Directors, define/update the Occupational Health and Safety program for each of the parties, including but not limited to:
 - 3.1.3 Incident investigations
 - 3.1.4 Compliance audits and investigations
 - 3.1.5 Department of Labour inspections, investigations, orders

- 3.1.6 Provide strategic advice on OH&S to ensure compliance with relevant legislation and regulations, including achieving environmental safety Key Performance Indicators;
- 3.1.7 Act as an advisor for joint OH&S initiatives for each party, under direction of the COO/CAOs;
- 3.1.8 Support compliance review of partner and MJSB Standard Operating Procedures to ensure alignment with safety standards;
- 3.1.9 Support disability management through assisting with Early and Safe Return to Work Programs where required;
- 3.1.10 Analyze OH&S trends, recommend OH&S best practices and policy improvements to parties; and
- 3.1.11 Lead the development and implementation of appropriate OH&S training programs.
- 3.1.12 Other duties as defined in the OH&S Specialist's position description.

4 Out of Scope

- 4.1 The parties will maintain control and accountability for their respective Occupational Health and Safety policies and programs.
- 4.2 Tracking of safety training and other compliance tracking will not be in scope of this service, however guidance on appropriate tracking/reporting will be provided by this service.

5 Cost Allocation Model

- 5.1 The cost allocation model consists of two factors:
 - 5.1.1 Half the total budget is allocated between the four parties on an equal share basis, recognizing that all parties to benefit from the existence of the service.
 - 5.1.2 The remaining half of the total budget is allocated based on the proportion of total staff served across the four organizations. This portion of the budget will be revised annually based upon headcount in each organization as of September 30 of the prior fiscal year.
- 5.2 The following is a scenario for demonstration purposes, for a full year of the service for each party:

Factor	MODL	TOB	TOMB	MJSB	Total
Equal Share (50%)	\$13,750	\$13,750	\$13,750	\$13,750	\$55,000
Proportion of Total Staff (50%)	\$14,681	\$31,554	\$3,287	\$5,478	\$55,000
Total Budget	\$28,431	\$45,304	\$17,037	\$19,228	\$110,000
	MODL	TOB	TOMB	MJSB	Total
Number of Staff	67 (26.7%)	144 (57.4%)	15 (6.0%)	25 (10.0%)	251

Member units will be billed quarterly. Actual costs will be based upon actual headcount as of September 30 of the prior fiscal year, as well as actual loaded salary rate for the OH&S staff, travel, training, office expenses and any other costs as budgeted.

6 Status Reporting

Quarterly reporting on the progress of the service will be provided as part of the MJSB's quarterly business plan updates to the Board, and to Councils as required.

7 Communication and Contact

Requests for new OH&S services or additional support will be directed to the MJSB COO.

APPROVED BY A Motion of Council on ____
day of _____ and executed this ____ day of
_____, 2024.

MUNICIPALITY OF THE DISTRICT OF LUNENBURG

Per: _____

Witness

Carolyn Bolivar-Getson, Mayor

Per: _____

Witness

April Whynot-Lohnes, Municipal Clerk

APPROVED BY A Motion of Council on ____
day of _____ and executed this ____ day
of _____, 2024.

TOWN OF BRIDGEWATER

Per: _____

Witness

David Mitchell, Mayor

Per: _____

Witness

Amanda Shupe, Town Clerk

Per: _____

APPROVED BY A Motion of Council on ____
day of _____ and executed this ____ day
of _____, 2024.

TOWN OF MAHONE BAY

Per: _____

Witness

David Devenne, Mayor

Per: _____

Witness

Kelly Munroe, Town Clerk

Per: _____



May 25, 2024

To The Town of Mahone Bay Councillors;

The Board and the Members of The Three Churches Foundation very much appreciate the support of the Town through the Grants to Organization program.

We will continue to do our best to maintain and preserve the streetscape presented by the three churches on the Mahone Bay waterfront.

We welcome advice and support for our efforts to maintain this essential heritage landscape of our Town.

A handwritten signature in blue ink that reads "Scott Tanner". The signature is fluid and cursive, with a long horizontal stroke at the end.

Scott Tanner
Chair, The Three Churches Foundation

523B Main St.
Mahone Bay, NS
BOT 2EO
May 27, 2024

Town of Mahone Bay
493 Main St.
Mahone Bay, NS

To: Mayor Devereaux and Council,

In spite of the fact that Christmas trees were placed at the two front corners of Sweet Ride Cycling and left up for the duration of winter, the snow plow managed to damage both corner posts again.

After noticing damage to other buildings and properties in the area I consulted with several of my neighbours. The consensus is that excessive speed was a contributing factor. (On Edgewater Street in front of Northern Sun a large, imbedded rock was dislodged and moved.)

I'm hoping you can encourage the plow driver to drive more carefully in the coming season. I have enclosed the paid receipt for the repair to my building.

Sincerely,

Georgia West
(902) 624-9983

ROBERT LEON
CHESTER BASIN

DATE May 31/24

NOM
NAME

George White

ADRESSE
ADDRESS

Nahon Bay.

VENDU PAR SOLD BY	C.R. C.O.D	CHARGE	RECUA/C ON ACCT.	MONT.REPORTE ACCT.FWD
1		Repair front		
2		corner boards trim		
3		snow plow damage.		
4				
5		Labo. Material 175.00		
6				
7				
8				
9				
10				
			TPS/GST	
			TVP/PST	26.25
			TOTAL	201.25
			SIGNATURE	

03

May 29, 2024

Mayor & Town Council
Melrose Bay

Re: newsletter or Budget & Strategy plans.

I have read this newsletter & would like to make a comment (recomendation) on one of the Budget statements.

Re: Public Washrooms.

yes, the current washrooms need to be updated but until that happens I would recommend that the current ones remain open until October 31st. October is a busy tourist month considering that most Cruise ships visit Halifax during September & October, plus many Coach tours from the U.S. mostly visit in the fall. These ships & Coaches have one or two trips to the South Shore.

I feel that I am qualified in making this recommendation as I have 20 years experience as a Town Director covering to the South Shore & Melrose Bay being first stop from Halifax. Every guest on these coaches head to the washrooms & then stepping the minute the Coach stops.

Donna Massman
814 Main St. Melrose Bay.



**Royal Canadian Legion,
Branch # 24
78 Churchill Street
Bridgewater, Nova Scotia
B4V 1R7**

May 9th, 2024,

Your Worship Mayor David Devenne,

Re: Remembrance Day Flyby

In previous years, we have attempted to coordinate Fly Overs during the November 11th ceremonies in our areas. We would like to do the same again this year with your support.

We are again planning to conduct flybys over the following communities: Bridgewater, Chester, Chester Basin, Lunenburg, Mahone Bay, New Germany, New Ross, Chelsea and Western Shore. (These communities were selected based on the most direct aircraft approaches.)

If you would like your community to again participate and experience this flyby and because time is of the essence, I will need the following information from you as soon as possible.

- Letter of support from the Mayor allowing a low-level flyby as low as 500' over your community;
- Name, e-mail address and telephone number of a contact person.
- Please send the letter directly to me via email in Word or PDF format
- Address the letter to:
 - A3 Special Events
 - 1 Canadian Air Division
 - Po Box 17000 Stn Forces
 - Winnipeg, Manitoba, R3J 3Y5

Military flybys are usually confirmed one week prior to the event and are subject to availability of aircraft, weather and other military commitments. The flight plans and the final list of towns that will participate are at the discretion of the Special Events Coordinator.

If you have any questions or require additional information, please do not hesitate to contact me at 902-523-3148 or e-mail danjfbeaudreau@eastlink.ca

Yours in Comradeship

Dan Beaudreau
November 11th Committee

Dan Beaudreau
President
Bridgewater Branch #24
Royal Canadian Legion



Grants to Organizations Policy Non-Profit Grant Application

Applications for Program and Events Grants, Operational Grants and Capital Grants must be received on or before March 31st. Please review the Town of Mahone Bay Grants to Organizations Policy for further information.

All applications must be accompanied by the organization's current fiscal year budget and financial statements from the previous fiscal year.

If you have questions concerning this application form please phone (902) 624-8327 or email inquiries@townofmahonebay.ca.

Applicant Information

Organization Name: _____

Mailing Address: _____

Telephone Number: _____

Email Address: _____

Contact Person: _____

Contact Person Telephone Number: _____

Contact Person Email Address: _____

Type of Assistance Requested

Financial Support

In-Kind Services

Combination

Type of Grant Being Requested

Program and/or Event Grant

Operating Grant

Capital Grant

In-Kind Services Grant

Organization Details

Please provide a description of your organization and its objectives in the community.

Details

Please describe in detail the support requested and how the grant contribution will be used.

Please forward completed applications to The Town of Mahone Bay office:

Mail:

PO Box 530

Mahone Bay, NS

B0J 2E0

Email:

inquiries@townofmahonebay.ca

In Person (drop box):

493 Main Street, Mahone Bay

Fax:





(902)624-8069













Report to Council June 11, 2024




This Report to Council is intended to provide the Mahone Bay Town Council with a high-level summary of staff progress towards Council's direction to staff. As per the Town Council Policy, the report will be provided at each regular meeting of Council. The Report to Council is a living document and will improve and expand to incorporate new source documents as approved, and to respond to feedback received from Council.




Goal	Objective	Assigned	Target	% Completion
Council Assignments to Staff				
1	Staff to produce a report on the Town's Procurement Policy.	28-Jul-21	Jul., 2024	<div style="display: flex; align-items: center; gap: 5px;"> <div style="width: 20px; height: 10px; background-color: red;"></div> <div style="width: 20px; height: 10px; background-color: orange;"></div> <div style="width: 20px; height: 10px; background-color: yellow;"></div> <div style="width: 20px; height: 10px; background-color: white;"></div> </div> 75%
		Notes: Assigned to Manager of Finance (Treasurer). On list of policies / by-laws to be reviewed.		
2	That minimum standards for housing be reflected in any housing strategy that the Town may develop.	14-Sep-21	Mar., 2025	To Be Removed
		Notes: Awaiting Housing Strategy development. With Housing Strategy not included in 2024-25 budget this item is being removed from the Council Assignments report.		
3	Staff to reach out to MODL staff to discuss any interest in extending Town water/wastewater services into Mader's Cove / Blockhouse.	14-Jul-22	Jun., 2024	<div style="display: flex; align-items: center; gap: 5px;"> <div style="width: 20px; height: 10px; background-color: red;"></div> <div style="width: 20px; height: 10px; background-color: orange;"></div> <div style="width: 20px; height: 10px; background-color: yellow;"></div> <div style="width: 20px; height: 10px; background-color: white;"></div> </div> 75%
		Notes: Following up with MODL staff in this regard with May 14 approval of capital budget including water/wastewater projects on Main Street and Edgewater Street.		



4	Direct staff to execute a twenty-five year power purchase agreement with AREA for wind energy incremental to AREA's existing 23.5W Ellershouse Wind Farm, delivered as the wind blows and when the Town can use it in a given hour, with the added option for the Town to increase its annual takings from AREA to achieve 100% renewable energy supply if the town elects to subscribe to energy balancing services from the market.	11-Oct-22	Jul., 2024		75%
		Notes: In Progress. On AREA Board's June 13th meeting agenda. Update report to Council anticipated thereafter.			
5	Investigate potential locations for a new Mahone Bay Pool, as as part of that investigation, a survey be conducted with citizens.	30-Mar-23	Jun., 2024		75%
		Notes: Update report included on Council's June 11th meeting agenda with design brief including proposed location to be reviewed by Council later this month.			
6	Prepare a report on the potential for the provision of access to Oakland Lake for fire services.	30-Mar-23	Jul., 2024		75%
		Notes: In Progress. To be discussed at next Watershed Committee meeting.			
7	Facilitate tours of the Community Solar Garden	11-Apr-23	Sep., 2024		75%
		Notes: In progress for Fall 2024. Interpretive displays are being developed now. Other signage for the site is also in the works. Sign up opportunities will be circulated online and via the Mayor's newsletter, when dates for tours are confirmed.			

8	Support welcome initiatives for the newcomers arriving from Kenya in coordination with MacLeod Group's Settlement Coordinator.	25-May-23	Jul., 2024		75%
Notes: In progress.					
9	Proceed with an environmental assessment and geotechnical assessment of the Town-owned property located at the corner of Kinburn Street and Hawthorn Road.	29-Jun-23	Jun., 2024		75%
Notes: In progress. Phase II waiting on confirmation of funds to schedule work.					
10	Proceed with preparations for the demolition of the Public Works garage on Aberdeen Road.	29-Jun-23	Jun., 2024		75%
Notes: Demolition is scheduled to be completed by the end of June.					
11	Issue a request for proposals for creation of a future development plan for Park Cemetery.	27-Jul-23	Jun., 2024		75%
Notes: In progress.					
12	Issue a request for proposals for update of the Town's Municipal Specifications.	12-Sep-23	Jun., 2024		★
Notes: RFP issued, closes June 7th.					
13	Include an additional operator (shared 50/50 between water and wastewater) in the Water Rate Study.	12-Sep-23	Jul., 2024		75%
Notes: Water rate study in progress with report to Council anticipated in July. Additional operator included in 2024-25 budget approved May 14.					

14	Take the necessary steps to designate the road to the solar garden as an official street/lane of the Town.	28-Sep-23	Jun., 2024		75%
<p>Notes: In progress. Required survey commissioned. Discussion initiated with Fire Dept. concerning service to properties accessed off proposed lane. Report to Council anticipated in June.</p>					
15	Work with the provincial Forest Protection-Wildfire Management Department to develop a Community Wildfire Prevention Plan.	26-Oct-23	Jul., 2024		75%
<p>Notes: In progress. Assessment of the Town by the provincial Wildfire Prevention Officer took place in December, in coordination with Town staff. Presentation on Council's Feb 29th meeting agenda. To be included with Urban Forest Management Plan development; report anticipated in Q1, 2024-25.</p>					
16	Draft a bylaw to regulate muffler noise within Town.	14-Nov-23	Jun., 2024		75%
<p>Notes: In Progress; combined with Noise By-law. Updated draft reviewed at May 27 Policy & Strategy Committee Meeting.</p>					
17	Develop a new draft Noise Bylaw.	14-Nov-23	Jun., 2024		75%
<p>Notes: In Progress. Updated draft reviewed at May 27 Policy & Strategy Committee Meeting.</p>					
18	Prepare a report on the potential for a PRO Kids Program or equivalent, for residents of Mahone Bay.	09-Jan-24	Jul., 2024		25%
<p>Notes: Confirmation received that status quo with MODL PRO Kids Program will continue until Mar 31, 2025. Preliminary research into development of a Town program has begun.</p>					
19	Include standardized specifications for speed humps on public roads in the planned update of the Town's municipal specifications.	09-Jan-24	Jul., 2024		50%
<p>Notes: In progress.</p>					

20	Provide a report to Council on the feasibility of waiving development fees for non-profit and charitable organizations.	25-Jan-24	Jul., 2024	Not yet begun
		Notes: Associated with development of Fees Policy.		
21	Begin the process of obtaining a Submerged Crown Lands Lease for the mooring field and areas adjacent to the breakwater, as well as to work with adjacent property and lot owners to offer the opportunity to survey their lots at their cost.	Mar-12-24	Jul., 2024	Not yet begun
		Notes:		
22	Prepare an updated Marina license and Letter of Agreement for Council's consideration.	12-Mar-24	Jun., 2024	 75%
		Notes: In Progress. Staff reviewing proposed draft provisions with Wooden Boat Society.		
23	Prepare a report on hosting an annual volunteer recognition event.	12-Mar-24	Jun., 2024	 50%
		Notes: In progress.		
24	Returning Officer to request access to and use the list of electors used in the most recent federal or provincial election as a basis for the development of the Mahone Bay elector list for the 2024 election.	09-Apr-24	Jun., 2024	
		Notes: Completed.		

25	Offer an opportunity to the owners of 624 Main Street and 38 School Street to complete the Heritage Property Registration process. If the property owners decline, staff to remove the heritage property plaques from the buildings.	09-Apr-24	Jun., 2024	Not yet begun
Notes: In progress				
26	Develop a draft Parking Bylaw based on the "maximum time free parking" signage option, for consideration by the Policy & Strategy Committee	09-Apr-24	May., 2024	
Notes: Presented to May 27th Policy & Strategy Committee meeting.				
27	Review the correspondence from Trudie Richards and and prepare a report on the feasibility of establishing a dog park.	25-Apr-24	Jul., 2024	Not yet begun
Notes:				
28	Prepare draft amendments to the MPS & LUB, and related staff report, including conduct of a Public Information Meeting, for presentation to the Planning Advisory Committee	10-May-24	Jun., 2024	
Notes: Public Information Meeting held on Thursday, May 23rd. Draft amendments and Staff Report in progress, to be presented to the Planning Advisory Committee on June 10th.				
29	Move the 50 km/h speed limit sign posted at the Mushamush River bridge to an appropriate distance further up the hill to address noted safety concerns.	10-May-24	Jun., 2024	
Notes: In progress.				

30	Review MoDL's proposed Coastal Protection Regulations for items that might impact Mahone Bay and report back to Council.	30-May-24	Jun., 2024					25%
		Notes: In progress.						
31	Prepare a draft Film Production Policy for the Town that will ensure that filming has minimal disruption to the dialy life of citizens, businesses, and visitors by describing requirements for such factors as permitting, traffic control, and effection communicaiton protocl with all stakeholders, as well as any other relevant factors, and further that the Mahone Bay Tourism and Chamber of Commerce be consulted in the preparation of the draft policy.	30-May-24	Jan., 2025	Not yet begun				
		Notes:						
32	Bring a revised draft Cemetery Bylaw to the next meeting of the Cemetery Committee with revisions focusing on updating fee structures.	30-May-24	Jun., 2024					25%
		Notes: In progress.						



**RE: BSP Application
Date June 11, 2024**

General Overview:

The purpose of this staff report is to seek direction from Council to apply for funding from the 2024 Beautification and Streetscaping Program from the Province of Nova Scotia.

Background:

The Town of Mahone Bay has applied for and received funds from the Beautification and Streetscaping Program (BSP) from the Province of Nova Scotia for several years. Last year, this funding stream was used for the Light the Town project with the Mahone Bay Tourism & Chamber of Commerce (MBTCC), seeing new decorative streetlights installed in the downtown.

This year, staff have been working with several community organizations to submit an application to the BSP for an “Edgewater Revitalization” project, building on grant requests to Council included in the 2024-25 budget.

This project would see several upgrades and installations along Edgewater Street including upgrades to the façade of the comfort station, installation of interpretive panels along the sidewalk at the three churches, and the Paceship model installation at the Visitor Information Centre.

Analysis:

The “Edgewater Revitalization” project is a collaborative project with several Town organizations with the intention of adding tourist value to Edgewater Street. By creating a more tourism focused atmosphere along Edgewater Street highlighting the historical value of the churches and shipbuilding in an engaging way, while offering more welcoming public facilities, these upgrades would encourage tourists to stay a while and learn the stories behind the beauty of the town, resulting in longer stays and longer visits to surrounding businesses, and even potential donations to associated non-profit organizations in the area.

These improvements would complement the much larger Edgewater Street infrastructure project planned for 2025-26.

Financial Analysis:

The BSP funds 50% of project costs up to a maximum of \$25,000. Below is a breakdown of the projected financial implications of the projects and the BSP application.

Expenses

Description	Subtotal
Comfort Station Upgrades	\$30,015.00
Three Churches Interpretive Panels	\$ 3,000.00
Heritage Boat Installation	<u>\$ 7,000.00</u>
Total	\$40,015.00

Revenue

Description	Subtotal
Town of Mahone Bay	\$17,000.00
Heritage Boat Coop	\$ 2,000.00
Three Churches Foundation	\$ 1,000.00
Beautification Grant	<u>\$ 20,000.00</u>
Total	\$40,000.00

Recommendation:

It is recommended,

THAT Council direct staff to apply to the 2024 Beautification and Streetscaping Program for funding to support the Edgewater Revitalization Project.

Respectfully submitted,

Eric J. Levy
Deputy CAO





Town of Mahone Bay

Staff Report

RE: PCAP Application

June 11, 2024

General Overview:

This staff report is intended to present Council with a recommendation to apply to the 2024 Provincial Capital Assistance Program (PCAP).

Background:

The 2024-25 Budget approved by Council on May 14, 2024, included the Fairmont/Pine Grove Stormwater project (\$220,000). This project is intended to address stormwater management issues on Pine Grove and Fairmont Streets. Development of tender documents is currently underway with WSP.

Analysis:

The Fairmont/Pine Grove Stormwater project will include:

- Paving Stovepipe Lane including asphalt gutter to direct runoff to existing catch basin at corner of Stovepipe Lane and Pine Grove St.
- Installation of dedicated storm sewer on Pine Grove Street through the connection of the existing catch basin at corner of Stovepipe Lane and Pine Grove St. to a new catch basin to be installed in front of 91 Pine Grove St. New asphalt gutter on the east side of Pine Grove St. to direct surface flows to this new catch basin.
- Continuation of the new storm sewer on Pine Grove Street to a manhole at the intersection with Fairmont St. Regrade the intersection of Fairmont St. and Pine Grove St. to direct stormwater flows to the two existing catch basins at this intersection. These catch basins will be connected to the new storm sewer, which will continue East on Fairmont St., with an additional lateral connection at 105 Fairmont St., to the entrance of the Mahone Bay Community Field. The storm sewer will then be directed North and West, adjacent to 102 Fairmont St. to outfall into the drainage ditch behind 112 Fairmont St.
- Re-grading of the Mahone Bay Community Sports Field driveway from Fairmont St. to ensure positive drainage towards the drainage swale south of the field with installation of a small culvert under the driveway if necessary.

This project will remove a considerable quantity of stormwater from the Town's sanitary system, reducing treatment costs and improving the system's capacity to treat sanitary sewage. With these objectives the project is eligible for funding assistance from the Provincial Capital Assistance Program (PCAP) administered by the Department of Municipal Affairs and Housing; the Town has previously received funding from this program in 2019 for improvements to the sanitary treatment system. The deadline is June 13th.

Additionally, the Municipal Joint Services Board (MJSB), of which the Town is a member along with the Municipality of the District of Lunenburg and the Town of Bridgewater, intends to apply for PCAP funding in 2024 and has requested a letter of support from the Town for their application. The memorandum in this regard prepared by MJSB staff is attached for review.

Municipalities are allowed to submit up to two projects for PCAP funding consideration in a given year and Town staff recommend providing the letter of support for MJSB's application as requested, noting that the Town has also applied for funding for one project this year.

Financial Analysis:

PCAP can support up to 50% of project costs for eligible projects. The program is very competitive and as such staff recommend applying for \$100,000 as was anticipated in the 2024-25 Budget.

Climate Analysis:

Reduction in sanitary system flows reduces electricity use for pumping and treatment of effluent, reducing CO2 emissions from electricity.

Strategic Plan:

1.1. Improve Performance of Town-Owned Utilities

- Strategically replace/upgrade utility infrastructure to support growth and enhance reliability

Recommendation:

It is recommended,

THAT Council direct staff to apply to the 2024 Provincial Capital Assistance Program for funding to support the Fairmont/Pine Grove Stormwater project, and that,

Council direct staff to provide the requested letter of support for the Municipal Joint Service Board's application to the 2024 Provincial Capital Assistance Program.

Respectfully Submitted,



Dylan Heide
Town of Mahone Bay CAO

Attached for reference:

- 2024 PCAP Guidelines
- MJSB Memorandum re 2024 PCAP application

Provincial Capital Assistance Program

Application Guidelines 2024-25

Introduction

The Provincial Capital Assistance Program (PCAP) supports investment in high priority municipal infrastructure projects. These guidelines were created to provide an overview of the PCAP and to assist in the completion of applications for funding consideration under the program.

Funding

PCAP contributes financially toward the cost of high priority municipal infrastructure projects. PCAP can have the largest impact when invested in study or design work needed to prepare municipalities or villages for larger funding opportunities. Typically, the program may fund up to 50% of eligible project costs, subject to program budget availability. (Max of 2 projects per applicant)

Eligible Recipients:

This program is available exclusively to Nova Scotia municipalities and Villages. The amount of funding available for distribution on an annual basis is limited. Funding priority will be given to projects designed to eliminate serious environmental and health problems (actual and potential) and projects that address critical capacity issues.

The provincial government wishes, where practical, to encourage intermunicipal cooperation. Intermunicipal projects may receive special consideration in the distribution of program funding.

Eligible Projects:

- Construction or expansion of facilities for the treatment and disposal of sanitary sewage.
- Construction of sanitary sewage collection systems.
- Construction of storm sewer systems.
- Installation of individual and communal in-ground sewage disposal facilities within a Wastewater Management District.
- Construction of water intake, treatment, pumping and storage facilities.
- Well field exploration and development.
- Installation of water transmission and distribution systems.
- Construction, acquisition, upgrading or expansion of solid waste management facilities and equipment.
- Municipal infrastructure engineering and research studies related to eligible project categories.

Eligible Costs

- **Engineering**
 - Cost of preliminary engineering studies
 - Cost of preparing design drawings and specifications
 - Cost of construction inspection and administration
- **Construction/Equipment**
 - Cost of construction and equipment acquisition as per plans and specifications
- **Land**
 - Cost of acquiring land and property easements

Interim financing costs are not considered eligible for sharing under this program.

Application and Submission

Applications can be downloaded from the program website: <https://beta.novascotia.ca/apply-funding-support-high-priority-municipal-infrastructure-projects-provincial-capital-assistance-program>. You can also use a search engine (i.e. Google) to locate our website. Please use the following key words in your search, 'PCAP Nova Scotia'.

Once the application is completed, it must be emailed including any attachments to the program email pcap@novascotia.ca. Please make sure that you have confirmation from the Department of Municipal Affairs and Housing (DMAH) that your completed application has been received.

The application submission must include:

- **Council Resolution:** a resolution of council supporting the submission of the project for funding consideration under PCAP.
- **Cost Estimate:** A detailed cost estimate for the project.
- **Location Shapefile:** a kml file of the project location.

Review and Approval Process

Applications submitted to DMAH will be reviewed to ensure requirements outlined in these guidelines have been met. Incomplete applications may result in your project not being reviewed for funding consideration.

The review and evaluation of applications is a competitive process. Although a project may be eligible, it is not guaranteed funding from this program.

If the project is approved, it is possible that the approval will not match the full level of funding requested in the application.

Preference will be given to applicants with no current PCAP active projects (including extended projects) or outstanding reporting requirements with DMAH.

Payment

Successful applicants will receive an approval letter and Terms and Conditions (T&Cs) outlining the requirements of the approval. DMAH will release 100% of the payment upon receiving the signed T&Cs.

Use of Other Grant Funds

PCAP grants may be used in combination with funds from other grant programs, unless doing so is prohibited by the other program. If a recipient chooses to use multiple grant funding sources for a project, it is their responsibility to understand each grant program's specific funding requirements. All grants supporting the project must be clearly outlined in the project proposal. If the other grants are obtained post-approval of PCAP funding, the recipient is obligated to inform DMAH.

Not allowed: using PCAP grant funds for expenses already funded by other funding programs.

Project Amendments

After project approval, if the project scope changes or anticipated completion date extends beyond the project deadline outlined in the Terms and Conditions, an amendment is required. The amendment request (i.e. Progress Status Report) must be submitted to and approved by DMAH.

Project Completion

The project must be complete and all invoices must be dated no later than March 31, 2025.

DMAH has the right to require the return of any unspent funds or any funds that have been spent on items that were not part of the Agreement.

Final Reporting

Recipients must submit a Project Closeout Report and Statement of Expenditures to DMAH. DMAH will provide the required reporting templates to successful recipients.

The Statement of Expenditures will consist of a listing of all invoices as well as proof of payment in the form of copies of cancelled cheques, printouts of online cancelled cheques, bank statements or copies of electronic banking statements.

If feasible, please include a (pre and post completion) digital photo of your completed project with the Project Closeout Report. These photos may be used for media requests, reports, presentations, or communication purposes.

Communications

Funding approvals must be kept confidential until DMAH has coordinated a public program announcement.

The contribution by DMAH must be recognized in any project promotion or communication.

A list of successful project applicants may be made public after the process is completed.

For More Information

Provincial Capital Assistance Program

Department of Municipal Affairs and Housing

1505 Barrington Street, Floor 8 N

PO Box 216, Halifax, NS B3J 2M4

902-424-6642

pcap@novascotia.ca



Municipal Joint Services Board, Lunenburg Region

131 North St, PO Box 209, Bridgewater, NS B4V 2W8 /Phone (902) 543-2991 Fax: (902) 530-5189

To: Municipal Joint Services Board (MJSB)
From: Gabe Welsh - Director WMSS
Date: May 22, 2024
Subject: Agenda Item 4.3 – Capital Funding Expenditure Approval and Grant Funding Application

Decision [X] Direction [] Information []

Recommendations

1. That the Board approve an increase of \$20,000 in capital funding expenditure for the septic treatment plant Fournier Press channel replacement project for a total project cost of up to \$140,000, with the increase in cost being absorbed by cost reductions in other capital expenditures.
2. That the Board provide a resolution supporting the submission of a Provincial Capital Assistance Program (PCAP) funding application for the Fournier Press channel replacement project at a cost of \$140,000.

Background

PCAP supports investment in high priority municipal infrastructure projects to help reduce the cost of infrastructure projects.

Septic waste volume has increased considerably in recent years. The septic treatment plant processed 8,006 metric tonnes in 2015-16; the plant processed 13,033 metric tonnes in 2022-23, a 63% increase in volume. A third channel was installed in 2023 to keep pace with the volume increase. During the installation process, the vendor identified significant wear on the two existing channels.

A project for \$120,000 to replace the two existing channels was approved as part of the MJSB 2024-25 Capital Projects Budget. Replacement of these existing channels will ensure continued capacity to process septic waste volume.

Under the MJSB Agreement, the Board has the power to apply for grants that will reduce the net cost of the services provided.

Discussion

PCAP supports projects which include sewage disposal operations, providing the potential to offset up to 50% of the channel replacement costs. One of the program's objectives is to address critical capacity issues, which the treatment plant will face if the older channels cannot operate efficiently.

The application must be accompanied by a resolution of the Board. Applications are due by June 13, 2024. Work must be completed and a Statement of Expenditures must be submitted by March 31, 2025.

Financial Implications

The Board approved \$120,000 in the MJSB 24-25 Capital Project Budget for the channel replacements. Updated vendor estimates indicate that this project will cost up to \$140,000. If the PCAP application is not approved, the additional \$20,000 in project cost will be offset by reduced costs in other capital expenditures.

If the PCAP application is approved, MJSB's costs for this project will be reduced by \$50,000 compared with the budget.

RECOMMENDATION FOR CAPITAL EXPENDITURE – REFERENCE H

Section A Proposed Capital Program

Project Name: Fournier Press Channel Replacements

Expected useful life: 25 years

Project Description:

Replacement of two channels within existing Fournier septic treatment press to continue processing septic waste volume. Channels to be replaced have been in use since installation in 2011.

Needs Assessment: Urgent: X
Compliance: X

Potential Health & Safety Concerns: _____

a. Explain why this project is required and what public needs it meets or public benefits it provides. Be specific.

Replacement of two original channels necessary for uninterrupted septic waste processing.

b. What are the service expectations for this acquisition? (e.g. population served, gallons per day treated, labour hours saved)

The volume of septic waste received by the treatment plant has increased considerably during past few years: 8,006 metric tonnes (2015-16) increased to 13,033 metric tonnes (2022-23).

c. The proposed capital program is specifically for which functional area (Admin, Recycling, C&D etc)

Septic Treatment Plant

Section B Capital Program Funding

If it is a new acquisition, please provide cost/ benefit analysis. Costs must include all project-related items such as design fees, engineering services, transportation, etc. Please list of other funding opportunities, if applicable.

Cost - \$120,000.

Replacement of two channels for processing septic waste. Two original channels have been inspected and the supplier has recommended replacement due to wear.

Labour, equipment, supply and installation of presses provided by Contractor.
Single-source supplier: Fournier only company to supply and warranty equipment.

Benefits – Continued septic waste processing capacity; volumes increase yearly.

Section C Procurement and Quality Assurance Program

a. Briefly provide the method of purchasing (See Procurement Policy):

Tender RFP EOI **Written Quote**

Fournier is the sole source for these channels. A specialized design is used.

b. Who will be responsible for the:

Specification development: **Gabe Welsh**

Applicable warranty: **1 year**

Project Lead Person: **Gabe Welsh**

c. Description of construction and design, if applicable (if applicable, attached related documents):

As per manufacturers design & specifications

d. Project review:

Expected date to replace this asset or equipment by year: 2034





Town of Mahone Bay

Staff Report

RE: Road Cost Sharing Program

June 11, 2024

General Overview:

This staff report is intended to inform Council of the new cost sharing program for roads from the NS Department of Public Works (DPW).

Background:

The attached letter was received from Mark Peachey, Chief Engineer with the DPW Highway Programs Division. The letter identifies eligible roads – in Mahone Bay’s case Edgewater Street and Main Street (which are part of the Provincial highway network) – and invites municipalities to submit a list of road priorities to DPW for potential cost sharing.

Analysis:

The capital budget approved on May 14th included \$476,646 for paving Edgewater Street (50% externally funded by the Province based on estimated costs at the time of application (December 2023)) and \$2,442,099 for Main Street West transportation infrastructure renewal – including sidewalk and curb replacement where needed – originally anticipated to be 73% externally funded (33% by the Province) based on estimated costs at the time of funding application in the Summer of 2022. Both projects include extensive work below the road surface which would be completed prior to paving.

While the Province has already confirmed funding as detailed above, staff intend to submit the Main Street and Edgewater Street paving – anticipated to take place in 2025-26 – to DPW for potential cost sharing, proposing that this be considered a single paving project within the guidelines of the program. As DPW has requested priorities for the next 5 years the Main Street East project anticipated for 2027-28 (with transportation infrastructure renewal estimated at \$700,000) will also be submitted.

Financial Analysis:

There is no additional cost anticipated in submitting planned Main Street and Edgewater Street paving to DPW for cost-sharing consideration.

Climate Analysis:

N/A

Strategic Plan:

N/A

Recommendation:

It is recommended,

THAT Council direct staff to submit planned Main Street and Edgewater Street paving projects to the NS Department of Public Works for cost-sharing consideration under the new Provincial cost sharing program.

Respectfully Submitted,

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

Dylan Heide
Town of Mahone Bay CAO

Attached for reference:

- Letter from Mark Peachey, DPW Chief Engineer, May 17, 2024

Sent via email: dylan.heide@townofmahonebay.ca

May 17, 2024

Dylan Heide
Chief Administrative Officer
Town of Mahone Bay
493 Main Street
Mahone Bay, NS B0J 2E0

Dear CAO Heide:

The Department of Public Works (DPW) is pleased to inform you that we are initiating a new cost shared paving program for municipally owned trunks and routes starting in 24/25. The new program is part of new funding for the municipalities under the new Memorandum of Understanding (MOU) for the renegotiated Service Exchange announced at the end of March. The new program would be the start of a new 5-year repaving program specifically for municipally owned trunks and routes that would be cost-shared between DPW and the municipality. In 24/25 the program will be \$12.2 million, which the province is committing \$6.1 million.

The background for this initiative started in 2018 with the Nova Scotia Federation of Municipalities (NSFM), formerly UNSM. NSFM established five core priorities via resolution that it wished to advance with the province. One priority identified was road funding inequity and a resolution was adopted that requested that the Province provide equitable funding to towns and former towns for trunks and routes roads. A joint Provincial-Municipal Committee on Roads was developed to create a new funding proposal. Towns and former towns stand to benefit from a cost-sharing program for municipally owned trunks and routes. This has been a long-standing request of towns and former towns because they maintain roads even though they are used by rural residents and businesses and are vital to provincial transportation routes.

The new program will have municipalities submit road candidates in a prioritized manner for the program, with the attached Municipal Submission Nomination Form. DPW will select candidates from the municipal prioritized list using a provincial scoring prioritization system to populate five-year program. The prioritization will be based upon three aspects: road condition, traffic volume, and how it supports the provincial road network. No municipality will be approved for more than one project in any one year unless there are insufficient submissions to spend on the total yearly allocation. Municipalities will be responsible for issuing tenders for road work, unless it is part of a larger joint tender with the Province on a road project that abuts the municipally owned section of a trunk or route road. Eligible aspects under the program will include the following: surface repaving; shoulder gravel; replacing existing curb; line painting (for initial surface paving only); driveway tie-ins; upgrade shoulder from gravel to paved (if identified in the Blue Route Program); replacing existing paved shoulder; and minor drainage systems. Minor drainage systems would consist of curbs, gutters, driveway culverts, cross culvert pipes (maximum of 900mm), and open roadside ditches.

Dylan Heide, Chief Administrative Officer
Page 2 of 2

Municipalities are requested to submit their list of road priorities along with the year when the municipality will be financial able to conduct the work to DPW's Program Administration Officer under the Director of Highway Engineering and Capital Programs. Your municipality is eligible for the following roads as part of this program:

Mahone Bay	Trunk 3	Edgewater St/Main St	2.90
	Route 325	Main St	1.53

Attached, you will find a Municipal Submission Nomination form to be filled out electronically and returned to Laura Cunningham electronically by June 21st. We realize this is a new program that will come with questions and we are happy to answer through your local District Director who are copied in this email.

Yours truly,



Mark Peachey, P.Eng.,
Chief Engineer, Highway Programs Division

c: Don Maillet, Executive Director, Highway Construction
Mitchell Conrad, District Director, Western
Laura Cunningham, Program Administration Officer

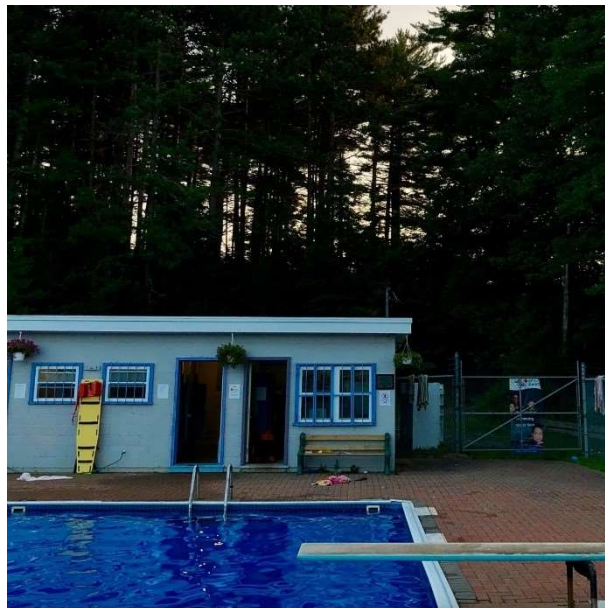
Attachment

General Overview:

The purpose of this staff report is to update Council on the progress of the Pool Retrofit and New Pool projects included in the 10-year Capital Investment Plan in the 2024-25 Budget.

Background:

The existing pool was constructed in 1969 with the assistance from the local Lions Club. Today, it is owned by the Town and operated by the Mahone Bay Pool Society. The current pool is 25m long with a low diving board at the deep end (2.7m/9ft) and a shallow end (0.9m/3ft). There are two basic changing rooms/washrooms with open showers, a small office and a detached storage shed.



Mahone Bay Pool

The Mahone Bay Pool provides residents and visitors of Mahone Bay and neighbouring communities access to aquatic programming. In a typical year, the pool offers swimming lessons, public swims, and lane swims. The pool operates during the summer months. The pool is generally staffed by local people to encourage summer jobs for students in the area.

The 10-year Capital Investment Plan (CIP) in the 2024-25 Budget included the 2024-25 Pool Retrofit project (\$160,000) as well as the 2026-27 New Pool project (\$4.5 million).

Pool Retrofit

The 2024-25 retrofit of the current pool includes renewed plumbing and a new pool liner and is intended to extend the life of the current pool while the new pool is constructed. It is anticipated that it will take several years to secure funding and construct the new pool.

New Pool

Having been built in 1969, the current pool facility has reached the end of its useful life and while the retrofit will enable it to continue operating in the short term it will require replacement to meet evolving community needs, conform to modern accessibility standards and continue operating for future generations.

In the Fall of 2023 Vigilant Management was hired to complete pre-design work on the new pool with grant funding from the NS Department of Communities, Culture, Tourism & Heritage. This pre-design work will support efforts to raise funds as well as providing sufficient design information to support a design-build tender when sufficient funds have been secured to proceed.

Analysis:

Pool Retrofit

The retrofit of the current pool proceeds on schedule. Levy's Pools Ltd. has completed renewal of the plumbing as well as concrete deck work and will shortly be installing the new liner. The pool is scheduled to open as usual for the 2024 summer season on Friday, June 28th.

Retrofit in progress:



New Pool

Pre-design work including Town staff and representatives of the Mahone Bay Pool Society is nearly complete. Constructing the new pool in a nearby location to the existing rather than on the same footprint will improve access to the facility while allowing the current pool to remain operational until construction of the new pool is completed.

A draft design brief document reflecting the proposed design of the new facility as well as its potential location within Jubilee Park and updated cost estimates will shortly be ready for Council review.

Staff propose launching the fundraising campaign for the new pool at the opening of the 2024 season on Friday, June 28th. Copies of the design brief could be made available to the public along with an opportunity to provide any feedback on the project, and a donation tracker would be installed at the pool (as well as on the Town's website).



Potential Donation Tracker for New Pool

Financial Analysis:

The Pool Retrofit project remains on budget with expected completion this month.

In consideration of the projected cost of the New Pool, revisions have been made to the initial pre-design to control costs to the greatest extent possible, in consultation with the Pool Society. The project budget of \$4,500,000 as reflected in the CIP should be more than sufficient in this regard, though cost estimates will need to be updated depending on how long it takes to secure funding.

Recommendation:

It is recommended,

THAT Council receive this report for information.

Respectfully submitted,

Eric J. Levy

Deputy CAO



Kelly Munroe

From: Kelly.Munroe@TownofMahoneBay.ca
Subject: FW: motion re solar facility ownership

THAT Council direct staff to prepare a summary of the pros and cons of the two ownership scenarios for the solar facility including reference to correspondence received from the Nova Scotia Utility and Review Board in this regard, and that this summary be provided to inform discussion at a special meeting of Council to be held not later than June 20th.

A meeting of the Policy & Strategy Committee for the Town of Mahone Bay was held on Monday, May 27, 2024 at 7:00 p.m. in Council Chambers.

Present:

Mayor David Devenne
Deputy Mayor Francis Kangata
Councillor Kelly Wilson
Councillor Penny Carver
Councillor Richard Nowe
Councillor Joseph Feeney
Councillor Suzanne Lohnes-Croft
Deputy CAO, Eric Levy

Absent:

Gallery: 0 present

Let us begin by acknowledging that we are gathered today in Mi'kma'ki. The ancestral, present and future territory of the Mi'kmaw people. Today, we gather with the intent followed by the living Peace and Friendship Treaties - with respect, cooperation and coexistence.

1. Approval of Agenda

A motion by Councillor Feeney, seconded by Councillor Carver, "THAT the agenda be approved as amended adding Item 3.3 – PAC Request Relating to Edgewater St."
Motion carried.

2. Minutes

A motion by Councillor Feeney, seconded by Councillor Nowe, "THAT the minutes of the April 22, 2024 Meeting of the Policy and Strategy Committee be approved as amended."
Motion carried.

A motion by Councillor Feeney, seconded by Councillor Carver, "THAT the minutes of the May 6, 2024 Special Meeting of the Policy and Strategy Committee be approved as amended."
Motion carried.

3. Agenda Items

3.1 Draft Noise Bylaw

A motion by Councillor Carver, seconded by Councillor Lohnes-Croft , “THAT the committee recommend to Council that staff be directed to amend the bylaw as discussed to be presented to Council for First Reading at the June 27, 2024 meeting.”

Motion Carried.

3.2 Draft Parking Bylaw

A motion by Councillor Carver, seconded by Councillor Nowe, “THAT the committee recommend to Council that staff be directed to amend the bylaw as discussed to be presented to Council for First Reading at the June 27, 2024 meeting.”

Motion Carried.

3.3 PAC Request Relating to Edgewater St.

A motion by Deputy Mayor Kangata, seconded by Councillor Feeney, “THAT the committee recommend that Council direct staff to inform the Planning Advisory Committee that Council appreciates the recommendation relating to the Edgewater Street Living Shoreline Project and to share the CBCL design brief with the Committee for feedback.”

Motion Carried.

4. Next meeting

4.1 Date and Time

The next meeting of the Policy and Strategy Committee will be held at 7pm on Monday June 24, 2024, this is a special meeting date.

4.2 Agenda for next meeting

The agenda items for this meeting will be determined and circulated at a later date.

5. Adjournment

With no further agenda items, the meeting adjourned at 8:52 PM.

TOWN OF MAHONE BAY

TOWN OF MAHONE BAY

Chair, Mayor David Devenne

Deputy CAO, Eric J. Levy




Lunenburg County Seniors' Safety Program

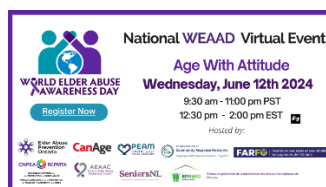
Monthly Report – May 2024

Prepared: June 04, 2024

The LCSSP is a free confidential community-based non-profit service that works collaboratively with BPS, RCMP, and many community partners to help address the safety concerns of older adults (55 years of age+), residing in Lunenburg County. Service is provided through awareness campaigns, advocacy, community outreach projects, educational programs, community presentations and one to one service.

LCSSP May highlights:

- Working on formatting issues of the **Seniors' Mental Wellness toolkit**. PowerPoint, rack card and brochure are complete and exploring printing options.
- **Senior Safety Academy** at New Ross Family Resource Centre from **April 10 – May 15**. Has wrapped up with success. Thanks to all the amazing presenter, participants and hosts.
- **United Way Funding Grant**- Emergency Food and Essentials – to address immediate food security needs of seniors in our communities. This will impact 150+ seniors. Funds, in the form of grocery cards, are still being distributed.
- **May 7 –The Ark** scams/fraud presentation to participants, staff and families.
- **May 13 – Parkinson's Support Group** scams/fraud prevention.
- **May 22 –YMCA Youth**–presentation on Elder Abuse and collaborative asks. The YMCA Youth will be joining LCSS at the South Shore Shopping Centre on June 15th to spread awareness on Elder Abuse. The Youth are also making purple ribbons to hand out on WEAAD Day at the Mall and their annual yard sale/car wash event on High St.
- **May 29 & 30 REMO** Assisted in provincial Nova Bravo Exercise last week providing scenario calls from seniors' perspective in the event of an emergency.
- **Training May 29** Public Trustee Financial & Health Care Overview with Seniors' Safety Program training
- **Prepping for The Seniors' Expo and Community Connections Events next month (June).**
-  As mentioned previously, LCSS will be at the Mall with the YMCA Youth on June 15th from 11-2 promoting **World Elder Abuse Awareness Day**. LCSS invites you to wear **purple or a purple ribbon to create conversations and awareness around Elder Abuse Prevention**. The department of Seniors \$250 grant has been for this initiative in the form of purple pens with WEAAD written on, ribbons and purple sachets with the WEAAD website to information and resources. <https://weaad.ca/> to learn more or take part in the virtual event. Details listed below.





Lunenburg County Seniors' Safety Program Monthly Report – May 2024

Prepared: June 04, 2024

In collaboration with the local Provincial Housing Authority, to address scams and overall seniors' safety, a quarterly newsletter is proposed to be circulated in their buildings within Lunenburg County. This is a wonderful opportunity to share scam prevention tips and elder abuse awareness and local events.

- Collaborative Home Visits in December with TOB, WHA, BPS, and SSODA.
- Collaborative client specific meetings with Western Housing Authority, SSRH/NSHA, CCC, Adult Protection and SSODA.
- Collaborations for clients also include St. Vincent de Paul, Bridgewater Legion, New Ross Family Resource, The Forties Community Centre, LMA offices, Service Canada and so many more.

Referrals:

New Referrals: **13** Re Referrals: **3** Home/site Visits: **18** Active clients: **64** Closed files: **13**

New Referrals Service Area in Municipal Units (#'s have been rounded either up/down)	%
MODC	23%
MODL	31%
Mahone Bay	7%
Lunenburg	0.5%
Bridgewater	38.5%

Referral Source:

Community Partner **38%** Self/Family **32%** RCMP **15%** BSP **15%**

Areas of concern(unchanged): Hoarding, Scams/Fraud, Safe/affordable/accessible Housing, Cost of living, Seniors' Mental Health/Addictions, Community resources/connections, Health Care (no primary care physician).

LCSSP Client Emergency Contingency Fund (CECF):

The CECF continues to serve the community in partnership with other organizations to help mitigate risk for seniors experiencing financial hardship. **The end of May, 2024 float count balance: \$927.14:** \$75 tech service fee for client's scooter.

'Thank you to all Lunenburg County Seniors' Safety Program supporters.'





We

Lunenburg County Seniors' Safety Program Monthly Report – May 2024

Prepared: June 04, 2024

couldn't do what we do without you.'

