

# **Policy & Strategy Committee Meeting AGENDA**

## **Tuesday, July 20, 2021 – 9:00 a.m., Via Microsoft Teams**

- 1. Call to Order**
- 2. Announcements, Acknowledgements, Recognition**
- 3. Approval of Agenda**
- 4. Approval of Minutes of May 18, 2021 (As Circulated)**
- 5. Business Arising from Minutes**
- 6. Presentations**
  - 6.1 Commercial Sexual Exploitation of Children (CSEC) Ariella Aburto, ..... 9:15 a.m. 1-6  
Community Outreach Worker NSTAY & TESS, YMCA Halifax
- 7. Referral from Council - Nil**
- 8. Staff Reports**
  - 8.1 Planning Department**
    - 8.1.1 Proposed Amendments to MODL Policy 058 Fees re Electric Vehicle Charger ..... 7-16  
Charging Station Fee
  - 8.2 Administration Department**
    - 8.2.1 Repeal of By-law 022 Regional Emergency Measures (2005) and ..... 17-42  
Replace with By-law 046 Regional Emergency Management (2021)
    - 8.2.2 Proposed By-law 008A – By-law Respecting the Repeal of By-law ..... 43-50  
008 Fire Department Tax Exemption
    - 8.2.3 Water Resiliency Discussion ..... 51-53
    - 8.2.4 Proposed Policy MODL 093 – Temporary Water Relief Program..... 56-60
    - 8.2.5 Strategic Priorities Update..... 61-65
- 9. Mayor’s/Deputy Mayor’s/Councillors’ Matters - Nil**
- 10. Added Items**
- 11. In Camera - Nil**
- 12. Next Meeting – September 21, 2021, 2021 – 9:00 a.m.**
- 13. Adjournment**

# COMMERCIAL SEXUAL EXPLOITATION OF CHILDREN (CSEC)

## Why we use this term.

Sexual activity involving a child under the age of 18 where there has been an exchange of money (or something of value) with the child or another person or persons.

- Treating a child as a commercial and sexual object.
- A form of violence and sexual abuse against children.

Adapted from The Stockholm Declaration and Agenda for Action, 1996



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# THE ADULT COMMERCIAL SEX TRADE



- The commercial sex trade is a global billion dollar industry
- It is varying degrees of legal across the globe
- It operates on the principles of Capitalism
- It includes in-person and virtual sexual entertainment and services
- CSEC hides in plain site in the adult commercial sex trade



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## COMMERCIAL SEXUAL SERVICES

- **In and Out Calls** – Pre-arranged dates for money
- **Street-Walking** – Soliciting dates in public places
- **Pornography** - The amateur or professional production of sexual acts
- **Intimate Images** - selling sexually explicit images online
- **Camming** – Stripping or sexually performing online
- **Dancing/Stripping** – In a club or privately
- **Sugaring** – Commercial relationship between a “sugar daddy/mama” and a “sugar baby”

## WHERE ARE COMMERCIAL SEXUAL SERVICES BEING SOLD?

- **Legal Businesses** – Some strip clubs, massage parlours and escort services
- **The Stroll** – Street-based solicitation
- **In The Game** – Drugs and guns criminal sub-culture
- **Online** - Social media and dating platforms; advertising platforms
- **The Dark Web** – “the part of the World Wide Web that is only accessible by means of special software, allowing users and website operators to remain anonymous or untraceable.”



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## TYPICAL CHARGES LAID

### TRAFFICKING IN PERSONS (279)

- Trafficking in persons
- Knowingly getting money or other benefits from human trafficking
- Taking or destroying travel or personal identification documents of a person being trafficked
- Exploitation

3<sup>rd</sup> parties selling unsanctioned labour are the perpetrators

### SEXUAL SERVICES (286)

- Obtaining sexual services
- Material benefit from sexual services
- Procuring
- Advertising an offer to provide sexual services

3<sup>rd</sup> parties selling sexual services and/or purchasers are the perpetrators

### ASSAULT

- Common Assault
- Sexual Assault
- Sexual Assault with a weapon
- Aggravated Sexual Assault

3<sup>rd</sup> parties using violence to sell sexual services and/or violent purchasers are the perpetrators



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## LEGAL CONSENT AND AGE\*

UNDER 12	No LEGAL consent can be given for any sexual activity
12-13 YEARS OLD	No LEGAL consent to sexual activity with a person who is <b>more than two years older</b> than them; with a person in a <b>position of trust or authority</b> ; or in situations of <b>dependency or exploitation</b> .
14-15 YEARS OLD	No LEGAL consent to sexual activity with a person who is <b>more than five years older</b> than them; with a person in a <b>position of trust or authority</b> ; or in situations of <b>dependency or exploitation</b> .
16-17 YEARS OLD	No LEGAL consent to sexual activity with a person in a <b>position of trust or authority</b> ; in situations of <b>dependency or exploitation</b> ; or to <b>sell or trade sexual services with a 3<sup>rd</sup> party</b> (regardless of age)
18+ YEARS OLD	No LEGAL consent to sexual activity where <b>violence, threats of violence or fear of violence</b> are directed at the person or others; or with a person who <b>abuses a position of trust or authority</b>

\* NOT INCLUSIVE OF DEVELOPMENTAL AGE



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## IT'S HAPPENING HERE

- NS has the highest rates of Human Trafficking in Canada
- The rate of Human Trafficking for NS in 2019 was 3.71 (cases per 100,000)\*
- Sexualized Human Trafficking and the Commercial Sexual Exploitation of Children and Youth is happening across Nova Scotia
- This is not just a Halifax issue – It is happening in rural communities too
- Although there is no “legal” sex trade in Nova Scotia, there is an identified trafficking corridor between Halifax and Moncton, NB (the closest legal strip club to Nova Scotia)\*\*

Source: \*Statistics Canada; \*\*Canadian Centre to End Human Trafficking



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## WHO IS PURCHASING?

- The majority of purchasers are male
- Online solicitation of sexually explicit/nude photos/videos
- “Sugar Daddies” and “Sugar Mamas” seeking transactional relationships with one regular person
- People with a sexual attraction to pre-pubescent children (pedophiles)
- People with access to children and youth through their jobs
- People seeking “no strings attached” sexual encounters
- Often no distinction between youth and adults engaged and no consideration to the individual’s human rights, safety or autonomy in their participation

## WHO IS PROFITING/BENEFITTING?

- There is no profile of a “pimp”
- Most offenders are already known to their victims
- Can be any gender, age, and have any color of skin
- Can be a someone who is in a position of power or authority or a family member
- Can be peers or friends
- Can be operating solo or working with other people (in a ring or gang)

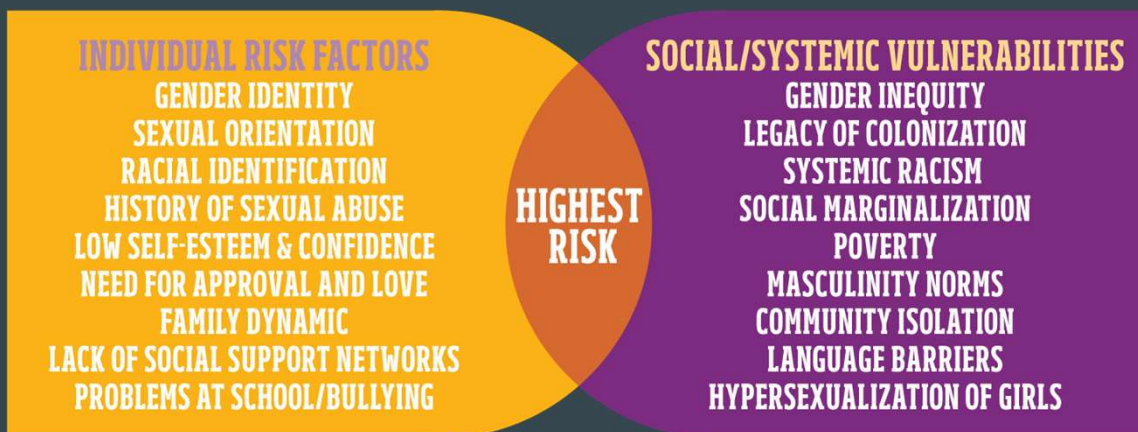


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## WHO IS BEING RECRUITED AND WHO IS AT HIGHEST RISK?

All youth are at risk of being lured, groomed and recruited into the sex trade



Source: Kalish & Lagios, 2013



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## LURING, RECRUITMENT & GROOMING

- Posing as a boyfriend, girlfriend, lover or best friend
- “Love Bombing” – fast and intense romantic connection
- Gifting material or luxury items
- Paying for personal grooming (hair and nails etc.)
- Promising a better life
- Supplying drugs and alcohol or party lifestyle
- Isolation from friends, family and loved activities
- Offering free rides, transportation, trips outside community
- Mentoring and “teaching the ropes”
- False advertising for employment opportunities



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## PROTECTIVE FACTORS AGAINST RISK

- Getting children/youth in structured activities in the community where they can develop a sense of belonging and purpose
- Providing youth with opportunities to explore their independence, interests and aspirations
- Helping children/youth understand and manage the change process
- Understanding the realities of children/youth sexual norms and behaviour (i.e., sexting)
- Providing a non-judgemental and safe space for them to talk about sex
- Asking questions about who your children are spending time with

How else might we work together to protect youth? What can the Municipal Government do to help?



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## FOR MORE INFORMATION

Contact YWCA Halifax TESS Partnership for information on supports available in your community

[TESS@ywcahalifax.com](mailto:TESS@ywcahalifax.com)



@TESSNovaScotia



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## Municipality of the District of Lunenburg

### Request for Decision

**REPORT TO:** Policy and Strategy Committee

**SUBMITTED BY:** Byung Jun Kang, Planner

**DATE:** July 20, 2021

**RE:** EV Charger Policy (Amendments to Policy 058, Fees Policy)

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#### RECOMMENDATION

That the Policy and Strategy Committee recommend to Council that Municipal Council amend the Fees Policy, as presented in Appendix A of the staff report dated July 20, 2021, and hereby gives seven (7) days' notice of Council's intention to consider amending the Policy at the July 27, 2021 Council meeting.

#### DISCUSSION

The estimated number of vehicles registered in the Municipality is 20,511, assuming 82 vehicles per 100 residents in Nova Scotia ([Statistics Canada, 2019](#)). At the moment, only 3.5% of new vehicles sold in Canada for 2020 were zero-emission vehicles (ZEV), and there are only 170 ZEVs registered in Nova Scotia. However, Nova Scotia Power predicts that the proportion of ZEVs in Nova Scotia will reach 10% by 2030 and 25% by 2040 ([Halifax Regional Municipality, 2019](#)). This exponential trend is induced by the federal and provincial subsidies for ZEVs, the continuing falls in battery prices, and the rise of gasoline prices in the near future.

#### **Demands for zero-emission vehicles (ZEV)**

If the Municipality were to follow the provincial trend, we may be home to more than 2,000 ZEVs by 2030. However, the actual number of ZEVs might be lower if the Municipality has lacking infrastructure. Statistics Canada ([2019](#)) states that more than 95% of new ZEVs are sold in Ontario, Quebec, and British Columbia.

Currently, Lunenburg County Lifestyle Centre (LCLC) and Best Western Plus in Cookville offer level 2 and 3 EV chargers, respectively. "There are around 6 regular users as well as others who use the chargers periodically" at LCLC, which may be estimated as 270 hours of usage per year (Kent Walsh, personal communications, 7 June 2021).

### **Estimated cost of electricity**

As a general commercial customer, NS Power charges the Municipality a rate of \$0.09266/kWh after the first 200kWh. Since our Level 2 charger requires 7.2kW for operation, the Municipality would pay **\$0.667152 for every hour** that the charger is being used. Based on the testimonial from LCLC, the approximate cost of electricity used by the EV chargers at LCLC is:

3 stations x 7.2kW x 1.5 hours x 60 days x \$0.09266 = **\$180.13 (1,944 kWh of electricity)**.

For comparison, the Municipality pays \$84,000 a year for the electricity used at the Municipal Services Building. Adding a 270-hour EV charging activity increases the power bill by 0.2%.

### **Estimated cost of maintenance**

Property managers can expect to pay around \$300 per year for maintenance on level 1 and 2 EV charging stations, so the cost to maintain your charger should be minimal ([Metro Vancouver, 2019](#); [PSI, 2019](#)). For networked stations that includes advanced features like payment systems, more maintenance may be required. The maintenance cost increases with the number of charging hours, and in some cases, a higher rate of vandalism and irresponsible use of chargers will lead the maintenance cost overwhelming the cost of electricity. This is witnessed by the manager of LCLC (Kent Walsh, personal communications, 8 June 2021):

“The charging adapters have required replacements and repairs, the cords to the adapters get frayed and have to be replaced, the hangers that hold the adapters have been broken and replaced, over time the units have loosened from their footing and required a metal adapter plate to be fabricated to secure them to the concrete. The bodies have been damaged and required replacements. You should have protective pillars installed because they would be much cheaper than the damage caused by cars and snow removal damage.”

The reason why LCLC had \$0 maintenance fee was because LCLC owns 3 spare charging stations on top of the 3 operational ones. The non-operational stations are used for parts to keep the maintenance costs free, but costs would rise if parts had been ordered. Fortunately, protective pillars are already installed for our municipal EV chargers, and the anticipated usage hours would stay relatively low for the next couple of years. Customer supports are also available by phone 24/7 for any software issues. Therefore, the expected cost of maintaining the municipal EV charger is likely to stay minimal.

For the first year of operation, Leviton offers a maintenance and management program (ChargePoint Assure) to cover fixing hardware, technical supports, and labour warranty to further reduce the cost ([ChargerPoint, 2019](#)). After Year 1, US\$560 (CA\$700) are charged per station for the cloud service – making our charging stations appear online – and additional years of warranty up to 5 years may be purchased.

### **After-hour or off-peak rate reduction**

In some cases, owners of EV chargers reduce or eliminate charges after regular business hours, such as Dalhousie University and Saint Mary's University. This scheme is common in places that charge parking fees during daytime, where they may expect more demand over supply, or in regions where a public utility offers reduced rate of electricity overnight. At the moment, neither are the case in the Municipality.

### **Supporting the Council's priority of reducing the GHG emission**

The conversion from a gas-powered vehicle to a ZEV is one of the most effective ways of reducing carbon emission. In Nova Scotia, every kilometre of driving an ZEV may reduce up to 1.5 kg of CO<sub>2</sub>, and even more reduction once the source of electricity becomes more green ([NRCan, 2018](#)). Since gasoline and diesel contribute 29% of the total greenhouse gas (GHG) emission in the Municipality, a reduction in EV charger fee may encourage citizens to purchase ZEVs and thereby reducing a significant portion of our GHG emission.

### **Federal and provincial regulations**

A senior advisor at Nova Scotia Utility and Review Board (Branko Zatezalo, personal communication, June 28, 2021) stated that, if a municipality purchases power from NS Power, the municipality is not considered a public utility and the fee charged by the municipality does not need to be approved by the Board. The above is based on the Board decision in Matter M08224 issued on January 4, 2018, in which the Board noted the following findings:

- [49] This project is not a regulated utility service as the assets are not integral to the production, transmission, delivery and furnishing of electrical energy.
- [50] The EV fast charging stations are similar to shore berths and any other equipment on a customers' premises and need not be owned by NSPI as ratepayer assets.

However, non-free charging stations are subject to the **Electricity and Gas Inspection Act** (Canada), enforced by Measurement Canada. Like a gas pump, an EV charging station must pass a federal inspection before making the station available to the public, and periodically throughout the years to ensure a proper amount of electricity is sold to customers.

### **Other municipalities – City of Vancouver**

In the EV Ecosystem Strategy, the City of Vancouver ([2016](#)) justifies an EV charger fee to “encourage use of home charging where available, but still provide a significant cost incentive compared with fossil fuels” (p. 43). Table 1 shows the suggested pricing based on electricity rates in British Columbia and Nova Scotia as well as fuel efficiency. Based on the principle, the suggested price range for the EV charger fee is between \$0.67/hour and \$4.15/hour in Nova Scotia. The rate may be lower if NS Power rolls out the Smart Grid Nova Scotia program – offering lower electricity costs by shifting demand to off-peak times ([NS Power, 2021a](#)).

**Table 1****Comparison of fuel prices in Nova Scotia and British Columbia**

	British Columbia	Nova Scotia	Note
Residential rate	\$0.09410/kWh \$0.14100/kWh	\$0.12545/kWh \$0.09266/kWh	Step 1 rate <b>Step 2 rate</b>
Medium general rate	\$0.09630/kWh	\$0.09266/kWh	
Gasoline	\$1.50/liter	\$1.30/litre	(1 L = 8.9 kWh)
ZEV fuel cost	<b>\$0.0251/km</b>	<b>\$0.0165/km</b>	2.0L <sub>e</sub> /100 km (Kona)
Gas vehicle fuel cost	<b>\$0.1185/km</b>	<b>\$0.1027/km</b>	7.9L <sub>e</sub> /100 km (Kona)
Suggested fee range	<b>\$1.02-\$4.79/hour</b>	<b>\$0.67-\$4.15/hour</b>	

**Other municipalities – Lunenburg County and Halifax Regional Municipality**

Except for Best Western Plus in Cookville, all EV charging stations are free of charge in Lunenburg County, including private businesses and non-profit institutions. Table 2 has the full list of EV charging stations in Lunenburg County, while Table 3 contains some of the EV charging stations in Halifax Regional Municipality.

**Table 2****EV charging stations in Lunenburg County**

Name	Rate (Level 2)	Note
Best Western Plus	\$1.50/hour	\$15.00/hour for Level 3
LCLC	Free	They would charge if possible
Saint Marks Place	Free	Inoperative
Riverport Community Centre	Free	
Smuggler's Cove Inn	Free	Hotel guest only
Culligan Water	Free	Emergency only
Bridgewater Volkswagen	Free	Customer only
Gold Nugget AFN, Chester	Free	

**Table 3**  
**Some EV charging stations in Halifax Regional Municipality**

Name	Rate (Level 2)	Note
QEII Health Science Centre	\$1.67/hour + HST	In addition to a parking fee
Dalhousie University	Free	Regular parking fee applies Free after business hours
Saint Mary's University	Free	Regular parking fee applies Free after business hours
Westin Nova Scotia	\$1.00/hour	Parking fee exempted
Nova Centre	\$3.00/hour	Heavy volume of complaints
Holiday Inn, Halifax	Free	
Halifax International Airport	Free	\$6/hour for parking
IKEA Dartmouth	Free	
Halifax Seaport Market	Free	\$2/hour for parking

### **RESULT**

Based on the points made in the discussion section, staff recommends offering the use of municipally-owned EV chargers free-of-charge to the public, and then revisit the policy direction in mid-2022 when the Municipality reviews Policy 058, the Fees Policy, for inflation adjustments. The result is based on the following factors:

- assuming the existing demand, the cost to the Municipality is about \$1,200/year;
- more than an hourly charge of \$4.15 will favour gas-powered vehicles;
- all EV charging stations in Lunenburg County, except one, are free of charge; and
- free EV charging policy has a significant impact in achieving a Council's strategic priority.

### **BUDGET IMPLICATIONS**

Assuming a similar level of demand of EV charging as LCLC, this policy amendment may cost the Municipality up to \$1,200 a year in operating costs from Year 2 and onward, which includes electricity and maintenance. Once the tipping point of transition to ZEV occurs between 2023 and 2025, the operating costs may increase. If the operating costs exceed \$5,000 per year, the policy should be revisited.

## STRATEGIC PLAN

This policy amendment enhances the **Sustainable Planning – Climate Emergency Response** by supporting Council’s and the Sustainability Committee’s intention to reduce the community greenhouse gas emissions in the Municipality.

## WORK PLAN

The following chart lists the work plan for amending Policy 058.

<b>Legislative Authority</b>	<b>Work Performed</b>	<b>Planned Date</b>
<b>MODL Policy 002</b> , Section 3.1	Policy & Strategy Committee presentation	July 20, 2021
<b>Municipal Government Act</b> , subsection 48(1)	Notice of adoption to the Council at least 7 days before the reading	July 27, 2021
<b>Municipal Government Act</b> , subsection 48(3)	Reading of the Council	September 14, 2021
<b>Municipal Government Act</b> , subsection 187(1)	Deposit of a certified copy of the policy by Municipal Clerk	September 15, 2021

## ALTERNATIVES

### Alternative Option A – Reduced Rate

Council may charge the fee to recover the cost of electricity, which is \$0.67 per hour.

### Alternative Option B – Standard Rate

Council may charge the fee at a rate similar to a Level 2 EV charger in the vicinity to recover costs of electricity and maintenance, which is \$1.50 per hour.

## CONCLUSION

Based on the predicted amount of electricity consumption, cost of charger maintenance, and reduction of community GHG emission, staff recommends the municipal EV chargers to be available for public use free of charge.

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Department: Planning & Development Services

Report prepared by: Byung Jun Kang, Planner

Date: 2021-07-07

Report approved by: Jeff Merrill, Director

Date: 2021-07-12

**Municipality of the District of Lunenburg  
POLICY**

<b>Title:</b> Fees	
<b>Policy No. 058</b>	<b>Legislative Authority:</b>  <b>Municipal Government Act</b> , subsections 132(2), 150(2), clauses 49(1)(c), 211(1)(b), and subclause 172(2)(e)(i)  <b>Private Roads By-law</b> , Section 12
<b>Effective Date:</b> 11 January 2011; February amendments effective 01 April 2019	<b>Amended Date:</b> May 10, 2011; February 12, 2019; February 25, 2020

**1.0 Title**

~~The Municipality of the District of Lunenburg shall establish an administrative policy concerning fees charged for municipal services~~ This Policy is titled the Fees Policy.

**2.0 Administration**

~~Where appropriate, this Policy will be referenced in related By-laws, concerned with the service identified. Any amendments and/or changes to the Policy will be at the determination of Municipal Council, on the recommendation of staff, or on the recommendation of related Committees of Council~~ This Policy must be referenced in related By-laws concerning the service identified.

**3.0 Purpose**

The Municipality ~~will~~ must provide clarity to citizens as to the various fees it charges, on the various government services ~~it provides to them~~.

**4.0 Listed Fees**

~~Fees shall be as follows:~~

**4.1 ~~Planning and Development Applications & Fees~~ The fees for Planning and Development Services are as set out in Table 1.**

**Table 1: Planning and Development Services Fees** [amended February 12, 2019]

<b>Services</b>	<b>Fees</b>
<del>By-law Amendment, Planning Strategy Amendment</del> Amendments to a Planning Strategy or a Land Use By-law	\$525.00 + advertising fee
Development Agreement	\$525.00 + advertising fee

Development Permit	\$26.00
<del>Final Plan of Subdivision</del>	<del>\$105.00</del>
<del>— + each lot after two lots</del>	<del>\$26.00</del>
Fire Inspection Fees	\$210.00
Map Book	\$25.00
Map Reproduction Fee	\$11.00 + \$0.55 per square foot
<del>Map Reproduction Fee/Sq Ft</del>	<del>\$0.55</del>
Planning Documents	\$11.00
Private Road Maintenance & Improvement Charge Administration Fee Rate	5% of the total expenditures in the annual private road budget
Property Record Certificate	\$58.00
Subdivision, Final Plan	\$105.00
(+each lot after 2 lots)	+\$26.00
Variance	\$79.00
Zoning Certificate	\$53.00

4.2 ~~Recreation User Fees (Rentals)~~ The fees for Recreation Services are as set out in Table 2.

**Table 2: Recreation Services Fees** [amended February 12, 2019]

Services	Fees
Ballfields	\$21.00 per hour + HST
Ballfield League	\$19.00 per hour + HST
MARC Rental Fee	\$11.00 per hour + HST
MARC Residence Fee	\$5.00 per person <del>+HST</del> , per night + HST

4.3 ~~Administration User Fees~~ The fees for Administration and Finance Services are as set out in Table 3.

**Table 3: Administration and Finance Services Fees** [amended February 12, 2019]

Services	Fees
Dog Tag – Replacement	\$1.00
Fax ( <del>per page</del> )	\$0.60 per page
NSF Cheques	\$15.00
Photocopies, Black & White <del>B &amp; W</del> ( <del>per page</del> )	\$0.15 per page
Photocopies, Colour ( <del>per page</del> )	\$0.30 per page
Tax Certificate	\$42.00
Tax Sale <del>Admin</del> Administration Fee	\$160.00
Verbal Tax Information	\$11.00

4.4 ~~Engineering User Fees~~ The fees for Engineering Services are as set out in Table 4.

**Table 4: Engineering Services Fees** [amended February 12, 2019]

Services	Fees
Electric Vehicle Charging Station	\$0.00 per hour
Sewer Permit	\$120.00

#### 5.0 Exempted Organizations

Active non-profit organizations registered under the **Societies Act** are ~~will be~~ exempt from paying those fees identified under subsection 4.1 of this Policy, with the exception of the Private Road Maintenance & Improvement ~~Charge~~ Administration Fee Rate. [amended May 10, 2011 & Feb. 25, 2020]

**Clerk's Annotation for Official Policy Book**

Date of Adoption: January 11, 2011

Date of Notice to Council Members  
of Intent to Consider Amendments: April 11, 2011  
Effective Date of Amendments: May 10, 2011

Date of Notice to Council Members  
of Intent to Consider Amendments: February 5, 2019  
Date of Approval of Amendments: February 12, 2019  
Effective Date of Amendments: April 1, 2019

Date of Notice to Council Members  
of Intent to Consider Amendments: February 18, 2020  
Date of Approval of Amendments: February 25, 2020  
Effective Date of Amendments: February 25, 2020

I certify that this "Fees Policy 058" was adopted and amended by Council as indicated above.

\_\_\_\_\_  
Sherry Conrad, Municipal Clerk

\_\_\_\_\_  
Date



## Municipality of the District of Lunenburg

### Request for Decision

**REPORT TO:** Policy & Strategy Committee  
**SUBMITTED BY:** Sherry Conrad, Municipal Clerk  
**DATE:** July 20, 2021  
**RE:** Repeal of By-law 022 Regional Emergency Measures (2005) and Replace with By-law 046 Regional Emergency Management (2021)

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#### RECOMMENDATION

“that the Policy & Strategy Committee recommends to Council that Municipal Council give Notice of its Intention to repeal the existing By-law 022 Regional Emergency Measures that was approved by Council on March 8, 2005, the Minister Responsible for the *Emergency Measures Act* on December 18, 2006, and the Minister of Service NS and Municipal Relations on March 5, 2007 and replace it with the new MODL By-law 046 Regional Emergency Management (2021) and conduct First Reading of same; and further, that it gives notice of Second Reading to consider repealing By-law 022 and approving and adopting By-law 046”.

#### EXECUTIVE SUMMARY

The Municipality of the District of Lunenburg’s current Regional Emergency Measures By-law 022 was approved by Council on March 8, 2005, the Minister Responsible for the Emergency Measures Act on December 18, 2006, and the Minister of Service Nova Scotia and Municipal Relations on March 5, 2007. This By-law is outdated and does not meet the terms of the 2017 Inter-Municipal Services Agreement (IMSA) which requires all five units to have similar by-laws. The repeal of the current by-law and the replacement of it with the new By-law 046 will meet these requirements.

#### DISCUSSION

Municipal Council repealed its Emergency Measures By-law approved by the Minister of Emergency Measures (NS) on February 22, 1994, and the Minister of Municipal Affairs on February 25, 1994, and approved the current By-law 022 on March 8, 2005.

The Municipality of the District of Chester and the Towns of Bridgewater and Mahone Bay updated their by-laws in 2014/15, therefore, their by-laws just required amendments to meet the requirements of the 2017 Inter-Municipal Agreement. MODL did not update its By-law at that time and, therefore, it is out of date and should be repealed and replaced instead of amended.

The proposed new By-law 046 is similar to those by-laws of the Municipality of the District of Chester and the Towns of Bridgewater and Mahone Bay and to the proposed by-law which will be coming before the Council of the Town of Lunenburg. With the repeal of the existing By-law 022 and the adoption of the new By-law 046, the requirements of the Inter-Municipal Services Agreement will be met.

#### **BUDGET IMPLICATIONS**

None

#### **STRATEGIC PLAN**

N/A

#### **WORK PLAN**

No additional staff resources. Done within staff current work plan.

#### **ALTERNATIVES**

Make changes to the proposed new By-law 046.

#### **CONCLUSION**

The repeal of By-law 022 Regional Emergency Measures By-law is required and needs to be replaced with a new by-law that is similar to the other 4 municipal units in the REMO Inter-Municipal Services Agreement. The draft By-law 046 meets these requirements, therefore, staff is recommending the repeal of the existing By-law 022 and replacing it with the new By-law 046.

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Department:

Report Prepared By: Sherry Conrad

Date: July 7, 2021

Report Approved By: Alex Dumaresq, Deputy CAO

Date: July 7, 2021

Reviewed By CAO:

Date:

## Municipality of the District of Lunenburg By-Law

<b>Title: Regional Emergency Management By-law</b>	
<b>By-Law No. 046</b>	<b>Legislative Authority:</b>
<b>Effective Date:</b>	<b>Amended Date:</b>

### 1.0 Short Title

- 1.1 This By-law may be cited as the “Regional Emergency Management By-law” to render mutual aid and joint provisions of services and facilities to provide for a prompt, effective and coordinated response to an emergency within the territories of the participating municipalities of the Municipality of the District of Lunenburg; the Municipality of the District of Chester; the Town of Bridgewater; the Town of Mahone Bay, and the Town of Lunenburg.

### 2.0 Definitions

#### 2.1 In this By-law:

- a) **Act** means the *Emergency Management Act*, S.N.S., 1990, as amended from time to time;
- b) **State of Emergency Regulations** means regulations approved by the Governor in Council by Order in Council 92-61, Regulation 17/92, as amended from time to time;
- c) **Agreement** means the Inter-Municipal Emergency Services Agreement, dated January 18, 2017, among the participating Municipalities and as amended from time to time;
- d) **Minister** means the Minister responsible for Emergency Management of the Province of Nova Scotia;
- e) **Deputy Minister** means the Deputy Minister responsible for Emergency Management of the Province Nova Scotia;
- f) **Councils** means the Councils of the participating Municipalities (Municipality of the District of Lunenburg, the Municipality of the District of Chester, the Town of Bridgewater, the Town of Mahone Bay, and the Town of Lunenburg);
- g) **Region** means all territories within the participating Municipalities;

- h) **State of Local Emergency** means a state of a local emergency declared, renewed, or terminated by the Council, Mayor, or Warden of a participating Municipality;
- i) **Regional Emergency Operations Centre (REOC)** means the Regional Emergency Management Organization (REMO) operation centre as established, equipped, and serviced per the Agreement.

### 3.0 Responsibilities for Emergency Management

#### 3.1 The Councils, in accordance with the Agreement:

- a) shall appoint and maintain a Regional Emergency Management Organization (REMO) responsible for the planning and the coordination of emergency services delivery and consist of:
  - i. a Regional Emergency Management Advisory Committee (REMAC);
  - ii. a Regional Emergency Management Planning Committee (REMPC);
  - iii. a Regional Emergency Management Coordinator (REMC); and
  - iv. for each participating Municipality, an Assistant Emergency Coordinator (AEC);
- b) declare, renew, or terminate a State of Local Emergency, as outlined in the State of Emergency Regulations as may be required and if unavailable in a timely manner, permit the Mayor or Warden of the affected participating Municipality(s) to make such declarations;
- c) shall cause the Emergency Management Plan or any part thereof to be implemented and may do everything necessary for the protection of property and the health and safety of persons pursuant to Section 14 of the Act;
- d) may appropriate and expend monies to pay reasonable expenses of members of REMO and to fulfill the terms and conditions of any agreement approved by the Councils;

#### 3.2 REMAC, in accordance with the Agreement:

- a) is responsible during a State of Local Emergency for the executive direction and management of emergency plans and activities within the Region and for advice to Councils pursuant to the Act;
- b) recommends to Councils, Mayor or Warden, the declaration, renewal, or termination of a State of Local Emergency as outlined in the State of Emergency Regulations;
- c) shall deliver a copy of the signed Declaration, Renewal, or Termination of a State of Local Emergency to the Nova Scotia Emergency Management Office (NS EMO) and

the Minister and ensure that such Declarations are communicated effectively to the people of the area(s) affected;

- d) with the approval of Councils, may enter into agreements with the Government of Canada, the Province of Nova Scotia, a municipality, city or town, or any other agency or any person;

3.3 REMC, as appointed by the REMAC, in accordance with the Agreement:

- a) shall chair the REMPC and coordinate, prepare, and maintain emergency plans;
- b) shall, pursuant to Section 10A of the *Act*, inform the Nova Scotia Emergency Management Office of any real or anticipated event or emergency and upon activation of an REOC or the Declaration of State or Local Emergency, prescribe, as necessary, duties to be fulfilled by employees, servants, and agents of the municipality and coordinate the REOC activities with NS EMO;

3.4 REMPC in accordance with the Agreement:

- a) shall include, but not be limited to, persons responsible during an emergency to provide health, law enforcement, fire, utilities, communications, transportation, public works, financial, legal, or other essential community services;
- b) shall provide recommendations to REMC for the purpose of the development of regional emergency management plans, policy and procedures for the Region, and provide briefings as requested by Council.

#### 4.0 Responsibilities of Others in a State of Local Emergency

- 4.1 Following the Declaration of a State of Local Emergency and for the duration of such, every Councillor, employee, and agent of the participating Municipality who has a key role in the execution of the emergency management plans, shall fulfill such duties as may be required according to the emergency plans.

#### 5.0 Repeal

- 5.1 MODL By-law 022 Regional Emergency Measures of the Municipality of the District of Lunenburg adopted by Municipal Council on March 8, 2005 is hereby repealed and replaced with this new MODL By-law 046 Regional Emergency Management (2021).

**Annotation for Official By-law Book**

**Date of First Reading** <<date>>

**Date of Advertisement of Notice of Intent to Consider** <<date>>

**Date of Second Reading** <<date>>

**\*Date of advertisement of Passage of By-law** <<date>>

**Date of mailing to Minister a Certified copy of By-law** <<date>>

I certify that this MODL By-law 046 Regional Emergency Management was adopted by Council and published as indicated above.

\_\_\_\_\_  
**Sherry Conrad, Municipal Clerk**

\_\_\_\_\_  
**Date**

\*Effective Date of the By-law unless otherwise specified in the text of this By-law.

Approved by Municipality of Lunenburg Council  
March 8, 2005

(Same for each participating Municipal Unit)

**REGIONAL EMERGENCY MEASURES BYLAW**

A Bylaw to Provide for a Prompt and Coordinated Response to a State of Local Emergency.

The Council of the Municipality of the District of Lunenburg, under the authority vested in it by the *Municipal Government Act*, R.S.N.S. 1999, and the *Emergency Measures Act*, R.S.N.S. 1990, C.8, s. 10, enacts as follows:

**SHORT TITLE**

1. This Bylaw may be cited as the "Regional Emergency Measures Bylaw".

**INTERPRETATION**

2. In this Bylaw,
  - a. "Act" means the *Emergency Measures Act*, R.S.N.S. 1990, c.8;
  - b. "Agreement" means the Inter-Municipal Emergency Services Agreement among the Town of Bridgewater, Town of Mahone Bay, Municipality of the District of Chester, and the Municipality of the District of Lunenburg pursuant to Section 10 (2) of the Act, approved in accordance with this Bylaw and effective upon the approval of all Municipal Member Units approval by appropriate motion by each Council, and as amended from time to time;
  - c. "Council" means the Council of the Municipality of the District of Lunenburg;
  - d. "Councils" means the Councils of the Town of Bridgewater, Town of Mahone Bay, Municipality of the District of Chester, and the Municipality of the District of Lunenburg;
  - e. "Councillor" means a member of the Council;
  - f. "Director" means the Director of the Nova Scotia Emergency Measures Organization;
  - g. "Emergency" means a present or imminent event which requires the prompt coordination of action or regulation of persons or property to be undertaken to protect property or the health, safety or welfare of people;
  - h. "Minister" means the member of the Executive Council of the Province of Nova Scotia to whom is assigned the administration of the Act and Regulations;

- i. "Emergency Measures Plan" means plans, programs or procedures prepared by the Regional Emergency Measures Organization (REMO) that are intended to mitigate the effects of an emergency or disaster and to provide for the safety, health, or welfare of the civil population and the protection of property in the event of such an occurrence;
- j. "Regional Unified Command Group" (RUCG) means the group established by the Agreement to plan for and be responsible for the executive direction and management of emergency activities;
- k. "Regional Emergency Measures Coordinator" (REMC) means the person appointed to serve as the staff person in accordance with the Agreement;
- l. "Regional Emergency Measures Organization" (REMO) means the Organization established as per the Agreement;
- m. "Regional Emergency Measures Planning Committee" (REMPC) means the Committee responsible to develop and recommend policy and emergency plans to the Regional Unified Command Group;
- n. "State of Emergency Regulations" means regulations approved by the Governor in Council by Order in Council 92-61, Regulation 17/92, as amended from time to time;
- o. "State of Local Emergency" means a State of Local Emergency declared by the Council of a participating Municipality pursuant to the Act or by a Mayor or Warden in the event Council cannot be assembled in a timely manner or renewed pursuant to the Act and Regulations made pursuant thereto and this Bylaw.

#### REGIONAL EMERGENCY MEASURES ORGANIZATION

3. The Council hereby agrees to the establishment of a Regional Emergency Measures Organization in accordance with the Agreement.
4. The Regional Emergency Measures Organization shall consist of the following persons and Committees:
  - a. a Regional Unified Command Group;
  - b. a Regional Emergency Measures Coordinator; and
  - c. a Regional Emergency Measures Planning Committee

**REGIONAL UNIFIED COMMAND GROUP**

5. The Council of each member Unit shall appoint two members, one of whom shall be the senior elected Municipal official, to the Regional Unified Command Group in accordance with the Agreement, for such term as the Agreement provides.
6. The Regional Unified Command Group shall
  - a. be responsible for directing and overseeing the development of the regional emergency measures plan;
  - b. brief Council(s) on the development of these plans;
  - c. recommend the Declaration of a State of Local Emergency to the Council(s) of participating municipalities as required, or in the event such Council(s) cannot be assembled in a timely manner, the senior elected official of the affected Municipality(s) may declare such a state in accordance with the Act.
  - d. be responsible for the Executive direction and management of emergency activities during a State of Local Emergency;
  - e. with the approval of the Minister, recommend the renewal of a State of Local Emergency;
  - f. brief Council(s) on developments during a State of Local Emergency;
  - g. recommend the termination of a State of Local Emergency;
  - h. ensure a copy of any signed Declaration of a State of Local Emergency is delivered to EMO NS who in turn will deliver to the Director and the Minister;
  - i. Following the signature of a Declaration of a State of Local Emergency shall immediately cause the declaration or termination to be communicated or published by such means as the Council considers the most likely to make the contents of the declaration or termination known to the people of the area affected.

**REGIONAL EMERGENCY MEASURES COORDINATOR**

8. The Regional Emergency Measures Coordinator shall be appointed in accordance with the Agreement.
9. The Regional Emergency Measures Coordinator shall be paid for work incurred under this Bylaw in accordance with the Agreement.
10. The Regional Emergency Measures Coordinator shall:
  - a. Chair the Regional Emergency Measures Planning Committee;
  - b. coordinate and prepare the regional emergency measures plan;
  - c. perform such duties as may be required by the Regional Unified Command Group or as provided for in the Agreement.

**REGIONAL EMERGENCY MEASURES PLANNING COMMITTEE**

11. Each party shall appoint appropriate local Municipal emergency measures coordinating representatives to the Regional Emergency Measures Planning Committee as the Agreement provides.
12. The provision of appropriate representatives and their alternates to the Regional Emergency Measures Planning Committee will be coordinated by the Regional Emergency Measures Coordinator. The Regional Emergency Measures Planning Committee shall include, but not be limited to, persons responsible during an emergency to provide:
  - a. community services;
  - b. law enforcement;
  - c. fire control;
  - d. engineering services;
  - e. pre-hospital emergency/health services;
  - f. public information;
  - g. transportation;
  - h. communications;

- i. hospital services;
  - j. utilities;
  - k. financial services and administration;
  - l. legal services.
13. The Regional Emergency Measures Planning Committee shall:
- a. assist the Regional Emergency Measures Coordinator in the coordination and preparation of the regional emergency measures plan;
  - b. advise the Regional Unified Command Group as required on the development of the regional emergency measures plan, and
  - c. assume Incident Command System (ICS) duties within any Regional Emergency Operations Centre (EOC) that might be established in response to an emergency requirement in the region in accordance with the Regional Emergency Measures Plan.

#### AGREEMENTS

14. The Council agrees that the Regional Unified Command Group may enter into Agreements with the Government of Canada, the Province of Nova Scotia, a Municipality, city or town, any other agency, or any person during an emergency only. Any long-term Agreements must be approved by a simple majority of the member Units as parties to the Agreement.

#### DUTY OF COUNCIL

15. a. The Council may appropriate and expend monies to pay reasonable expenses of members of the Regional Unified Command Group, the Regional Emergency Measures Coordinator and the Regional Emergency Measures Planning Committee; and to fulfill the terms and conditions of any Agreements as per Section 14.
- b. As per Section 10 (1) (e) of the *Emergency Measures Act*, Council must approve the Regional Emergency Measures Plan;

**DUTIES DURING A STATE OF LOCAL EMERGENCY**

- 16. Following the issuance of a declaration under Section 6, and for the duration of the State of Local Emergency:
  - a. every Councillor shall keep the Warden/Mayor posted respecting their whereabouts;
  - b. every employee, servant, and agent of the Municipality who has a key role to play in such emergencies as identified in the Regional Emergency Measures Plan shall:
    - i. advise the Regional Emergency Measures Coordinator of their whereabouts; and
    - ii. fulfill such duties as may be prescribed

**MINUTES OF MEETING**

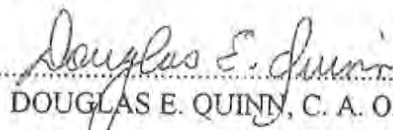
- 17. Minutes of all meetings of the Regional Uniform Command Group and the Regional Emergency Measures Planning Committee shall be taken and a copy forwarded to each Municipality within fourteen days of the meeting.

**REPEAL**

- 18. The Emergency Measures Bylaw of the Municipality of the District of Lunenburg approved by the Minister of Emergency Measures (NS) on February 22, 1994, and the Minister of Municipal Affairs on February 25, 1994 is hereby repealed. This repeal comes into effect upon all participating parties signing the Inter-Municipal Emergency Services Agreement.

I, D. E. Quinn, Chief Administrative Officer of the Municipality of the District of Lunenburg, do hereby certify that the foregoing is a true copy of the Regional Emergency Measures Bylaw for the Municipality of the District of Lunenburg which was duly approved at a duly called meeting of the Municipal Council of the Municipality of the District of Lunenburg duly held on the 8<sup>th</sup> day March, A.D., 2005.

DATED at Bridgewater, N. S. this 16<sup>th</sup> day of May, A.D., 2006.

  
.....  
DOUGLAS E. QUINN, C. A. O.

**BRIEFING NOTE TO MODL COUNCIL  
FOR INFORMATION AND APPROVAL**

**TOPIC / PURPOSE**

The Emergency Management Bylaw does not reflect the 2017 Inter-Municipal Services Agreement (IMSA) and there is no consistency between the five municipal units' bylaws.

**BACKGROUND**

- The Nova Scotia *Emergency Management Act* states the **responsibility for the health and welfare of the public rests with the elected officials of a municipal government**. Every municipality must be prepared within its own capabilities to meet any threat that may arise from emergencies or disasters.
- The Regional Emergency Management Organization (REMO) was created to share emergency management resources. An Inter-Municipal Services Agreement (IMSA) was created and amended as municipal units joined:
  - MODL and Town of Bridgewater (BW) January 10, 1994
  - Town of Mahone Bay (TOMB) and Municipality of Chester (MOC) joined August 5, 2005
  - Town of Lunenburg (TOL) joined January 18, 2017
- Following updates in the IMSA, Item 22 agrees the municipal units will pass complementary bylaws . The current Emergency Management Bylaws were last updated:

○ TOMB	Bylaw 10	January 13, 2015	Suggest amendments to Bylaw/Chapter
○ BW	Chapter 13	August 11, 2014	
○ MOC	Bylaw 146	April 13, 2014	
○ MODL	Bylaw 22	March 8, 2005	Suggest repeal and replace with new Bylaw
○ TOL	Bylaw 30	June 24, 1993	

**KEY CONSIDERATIONS**

- MODL has an outdated bylaw that does not reflect the latest IMSA therefore the suggestion is to repeal and replace the existing bylaws. Item 22 states the parties must pass complementary bylaws.

**RECOMMENDATION**

- It is recommended that Council repeal and replace the Emergency Management Bylaw.

**ATTACHMENT(S):** Inter Municipal Services Agreement dated January 18, 2017  
Approval Letter from the Province dated April 12, 2021

**CONTACT:** Angela Henhoeffler, Regional Emergency Management Coordinator  
(902) 930-1085 or Angela.Henhoeffler@modl.ca

**AN INTER-MUNICIPAL EMERGENCY SERVICES AGREEMENT**

THIS AGREEMENT is made in seven copies this 8<sup>th</sup> day of January 2017.

AMONG:

The **MUNICIPALITY OF THE District of Lunenburg**, a municipal body corporate pursuant to the *Municipal Government Act*;

-and-

The **MUNICIPALITY OF THE District of Chester**, a municipal body corporate pursuant to the *Municipal Government Act*;

- and -

The **TOWN OF Bridgewater**, a municipal body corporate pursuant to the *Municipal Government Act*;

-and-

The **TOWN OF Mahone Bay**, a municipal body corporate pursuant to the *Municipal Government Act*;

-and-

The **TOWN OF Lunenburg**, a municipal body corporate pursuant to the *Municipal Government Act*.

WHEREAS 4 of the 5 the parties hereto previously entered into an inter-municipal emergency services agreement, effective on August 1, 2005;

AND WHEREAS 4 of the 5 parties previously entered into a new inter-municipal emergency services agreement effective on April 1, 2011;

AND WHEREAS all parties now wish to enter a new inter-municipal emergency services agreement to be effective March 21, 2016.

NOW THEREFORE witness in consider of the mutual promises and covenants contained herein the parties hereto agree as follows:

General

1. The Purpose of this inter-municipal services agreement, hereafter called (Agreement) is

to provide for a coordinated response to an emergency occurring within Lunenburg County, including the Municipality of the District of Lunenburg, the Municipality of the District of Chester, the Town of Bridgewater, the Town of Mahone Bay, and the Town of Lunenburg referred to in this Agreement as the (region).

2. This Agreement also provides for the parties to render mutual aid with respect to personnel and equipment during an emergency.
3. This Agreement is to provide for the joint provision of services and facilities by the municipal units in the region pursuant to Part III – 60 (1) of the *Municipal Government Act* and section 10 (2) (c) of the *Emergency Management Act*.
4. The planning for and coordination of emergency service delivery during a real or imminent emergency as defined by the *Emergency Management Act*, shall be provided by the Regional Emergency Measures Organization, referred to in this Agreement as the (REMO).

#### Host Municipality

5. The Municipality of the District of Lunenburg is hereafter called the Host Municipality, and as such, will provide a communications room and the Regional Emergency Operations Centers (REOC). The District of Chester shall also provide an EOC site for the REMO.
6. The Host Municipality will be responsible for all administrative functions including financial, record keeping, minute taking and reporting on behalf of REMO during non-emergency situations.
7. The Host Municipality will include the Regional Emergency Management Coordinator, assets and activities on their Municipality's liability insurance policy.

#### Structure

8. The REMO shall consist of a Regional Emergency Management Advisory Committee, a Regional Emergency Management Planning Committee and the Regional Emergency Management Coordinator and Assistant Emergency Management Coordinators from each unit.

#### Regional Advisory Committee

9. The Regional Emergency Management Advisory Committee shall be responsible for the direction and management of emergency preparedness activities within the region and to advise the appointing Councils pursuant to section 10 (1) (d) of the *Emergency Managements Act*.
  - a. Each party to this agreement shall appoint to the Regional Emergency Management Advisory Committee two (2) members of its Council, one of

whom shall be the Mayor or Warden. Each party shall further appoint an alternate to act in the place of a member if absent.

- b. Members of the Regional Emergency Management Advisory Committee are appointed for the same term of office as the Council that appoints them and hold office until their successors are named. (subject to a. above)
- c. In the event of a vacancy occurring, the Council that appointed the member shall appoint a replacement within six weeks after the vacancy occurs.
- d. The Regional Emergency Management Advisory Committee shall annually name one of its members to be chair and one to be vice-chair, to act in the absence of incapacity of the chair.
- e. The chair or other person presiding shall vote on every question before the Regional Emergency Management Advisory Committee.
- g. Quorum for the Regional Advisory Committee shall be 50% plus one.
- h. The Chief Administrative Officers/Managers and the Assistant Emergency Coordinators for each Municipal unit as well as the Regional Emergency Management Coordinator shall be non-voting members of the Regional Advisory Committee

#### Regional Planning Committee

- 10. The Regional Emergency Management Planning Committee shall be responsible for recommending policy and procedures to the Regional Emergency Management Advisory Committee for maintaining a reasonable state of preparedness for emergencies and shall consist of representatives of emergency services and other agencies which may have direct operational responsibilities in an emergency.
  - a. Each party to this agreement shall appoint the respective Assistant Emergency Management Coordinator, staff members, and where it is appropriate volunteer agency representatives, to the Regional Emergency Management Planning Committee.
  - b. The Regional Emergency Management Coordinator (REMC) shall chair the Regional Emergency Management Planning Committee.

#### Regional Emergency Management Coordinator

- 11. All parties agree that the Regional Emergency Management Coordinator shall be an employee of the Municipality of the District of Lunenburg and shall serve as the staff member of REMO. The Regional Emergency Management Coordinator (REMC) shall be appointed by the Advisory Committee to act as the REMC.
  - a. Should the position of the Regional Emergency Management Coordinator become

vacant, it will be the responsibility of the CAO of the Municipality of the District of Lunenburg to fill the vacancy in accordance with the hiring policies of the Municipality of the District of Lunenburg. The selection committee shall consist of the CAO's of the participating municipalities.

#### Assistant Emergency Management Coordinators

12. The parties agree that each Municipality shall appoint a staff member as an Assistant Emergency Management Coordinator to act as a liaison with the REMC.

#### Emergency Operations

13. The REMO shall be the organization directly responsible for the control and conduct of emergency response operations according to the plans and procedures adopted by the parties from time to time. When the capacity of REMO is exceeded, or is likely to be exceeded, REMO will activate support from other agencies in accordance with formal or informal arrangements.
14. The REMO is authorized to operate, maintain and manage physical facilities for emergency activities both at the scene of the emergency and at a centralized coordination facility.
15. The host Municipality is empowered to acquire or contract for the use of equipment, facilities and personnel necessary or advisable to carry out the responsibilities assigned to REMO by this Agreement.
16. The host Municipality may contract with any person or organization, including a municipal unit and a municipal unit which is party to this agreement, for the provision of any service of facility necessary or advisable to carry out the responsibilities assigned to the REMO by this Agreement.
17. Any capital asset created or acquired by the REMO shall be owned jointly by the parties in the proportion they contributed at the time of purchase except for assets contributed solely by a particular municipality and those assets shall remain the property of that municipality.
18. The REMO shall establish its own Concept of Operations to guide the Regional Emergency Operations Center.
19. The parties recognize that an emergency may require the sharing or redeployment of personnel and equipment in order to save lives or minimize damage to property or the environment, and undertake to provide personnel and equipment as deemed appropriate by the Regional Emergency Management Advisory Committee and recommended by the Regional Emergency Management Planning Committee.
  - a. Any cost eligible for DFA funding and associated with the deployment of resources of a responding municipality during a present of imminent emergency will be borne by the requesting municipality.

- b. Other extraordinary costs incurred in the provision or assistance of a municipality shall be borne by the requesting Municipality. Extraordinary costs are defined as including, but not limited to, costs that are above and beyond the usual day to day expenses, including payment of overtime, payment of travel expenses (meals, accommodations and mileage), repairs to equipment damaged while rendering aid and any other items which would be mutually agreed to by the parties to this Agreement.
20. The parties shall share the cost of operations of the REMO based on an annual budget divided proportionally based upon current uniform assessment.
- a. The Advisory Committee shall recommend to the parties of this Agreement an Operating and Capital Budget by February 1 of the fiscal year prior to the fiscal year of the recommended budget. The approval of the Operating and Capital Budget will be subject to the approval of a minimum of two municipal units containing at least 51% of the uniform assessment.
  - b. Actual dollar contribution of the Municipalities shall be based on the annual budget of the REMO.
  - c. The host municipality will invoice the other contributing Municipality(s) for their portion of the actual costs that are additional to their annual contribution. Billing after year end to be adjusted to reflect actuals.
  - d. In the event the REMO requires additional money for capital or operating purposes, any such increase shall be approved by the parties in accordance with clause 20(a).
21. The fiscal year of the REMO shall be from April 1 to March 31 of the following year.
22. This Agreement is conditional on the parties passing a complementary by-law respecting the coordinated response to an emergency pursuant to the *Emergency Management Act*.

#### Termination of Agreement

23. This Agreement has effect commencing March 21, 2016, and replaces the former Agreement which was effected on April 1, 2011.
24. This Agreement has effect from year to year until terminated by the agreement of all parties.
25. This Agreement continues in force until notice of termination is given by the Council of any party to the Councils of the other parties not less than one (1) year prior to the intended termination date, which shall be the 31<sup>st</sup> day of March in a year to be specified in the notice of termination.
26. Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the REMO incurred up to the date of the withdrawal and any severance,

penalty or other costs necessarily incurred by the REMO as a result of the withdrawal.

27. Upon dissolution of the REMO by unanimous consent of the parties, the assets of the REMO are vested in the parties and the parties are responsible for the liabilities of the REMO in proportion to the amounts contributed by the parties at that time. The Host Municipality shall reimburse the other units based on an appraised value of the assets multiplied by their percent contribution at the time of purchase. This excludes the assets of the alternative EOC which the Municipality of the District of Chester shall reimburse the other units based upon the appraisal of the assets multiplied by their percent contribution at the time of purchase.

#### Indemnification

28. Each party shall indemnify its representatives from any liability that may arise as a result of that member acting as a member of the REMO.

#### Dispute Resolution

29. If any disagreement arises among the parties as to the proper interpretation of this agreement that cannot be resolved, the parties shall submit the area of disagreement to an arbitrator as provided by the *Arbitration Act*.
30. The parties acknowledge and agree that all headings are inserted for convenience only and do not form part of the agreement.
31. This Agreement is governed by the laws of Nova Scotia.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals the day and year first above written (see 15).

DATED this 21<sup>st</sup> day of March, 2016 A.D.

SIGNED, SEALED AND DELIVERED

in the presence of:

Per: Joanne Powers  
Witness

)  
)  
)  
) THE MUNICIPALITY OF THE District of Lunenburg  
)  
) [Signature]  
) Per: Mayor

)  
) [Signature]  
) Per: Municipal Clerk  
)  
)

Per: [Signature]  
Witness

)  
) THE MUNICIPALITY OF THE District of Chester  
)  
) [Signature]  
) Per: Warden  
)  
) [Signature]  
) Per: CAO  
)  
)

Per: [Signature]  
Witness

)  
) THE TOWN OF Bridgewater  
)  
) [Signature]  
) Per: Mayor  
)  
) [Signature]  
) Per: CAO  
)  
)

Per: [Signature]  
Witness

)  
) THE TOWN OF Mahone Bay  
)  
) [Signature]  
) Per: Deputy Mayor  
)  
) [Signature]  
) Per: CAO  
)  
)

Per: [Signature]  
Witness

)  
) THE TOWN OF Lunenburg  
)  
) [Signature]  
) Per: Mayor  
)  
) [Signature]  
) Per: CAO / Clerk  
)  
)

Kelly Jardine  
Witness Kelly Jardine



**Municipal Affairs  
Office of the Minister**

Document communiqué en vertu de l'Accès à l'information / Document released pursuant to the Access to Information Act

April 12, 2021

Municipality of the District of Lunenburg  
10 Allee Champlain Drive  
Cookville, NS B4V 9E4

Pursuant to clause 9(b) of the *Emergency Management Act*, I hereby approve the amended Inter-Municipal Emergency Services Agreement, dated 18<sup>th</sup> day of January 2017, adding the Town of Lunenburg to the regional organization structure of Lunenburg County.

Sincerely,

Honourable Brendan Maguire  
Minister of Municipal Affairs

c.c. Rhonda Matthews, NSEMO Emergency Management Planning Officer  
Angela Henhoeffler, Lunenburg County REMO Coordinator  
Nadine Smillie, Managing Lawyer and Senior Solicitor, DOJ

# Emergency Management Bylaw

June 14, 2021



# Purpose

The Emergency Management Bylaw does not reflect the 2017 Inter-Municipal Services Agreement (IMSA) and there is no consistency between the bylaws of the five municipal units.



# Background

- The Nova Scotia *Emergency Management Act* states the **responsibility for the health and welfare of the public rests with the elected officials of a municipal government**. Every municipality must be prepared within its own capabilities to meet any threat that may arise from emergencies or disasters.
- The municipal units joined to share emergency management services through an Inter-Municipal Services Agreement (IMSA):
  - MODL and Town of Bridgewater (BW) January 10, 1994
  - Town of Mahone Bay (TOMB) and Municipality of Chester (MOC) joined August 5, 2005
  - Town of Lunenburg (TOL) joined January 18, 2017



# Background

- Following updates in the IMSA, Item 22 states the parties agree to pass a complementary bylaw. The current Emergency Management Bylaws were last updated:

TOMB	Bylaw 10	January 13, 2015	Suggest amendments to Bylaw/Charter
BW	Chapter 13	August 11, 2014	
MOC	Bylaw 146	April 13, 2014	
MODL	Bylaw 22	March 8, 2005	Suggest repeal and replace with new Bylaw
TOL	Bylaw 30	June 24, 1993	



# Recommendation

- MODL has an outdated bylaw and does not reflect the latest IMSA.
- It is recommended that Council repeal and replace the Emergency Management Bylaw.





## Municipality of the District of Lunenburg

### Request for Decision

**REPORT TO:** Policy & Strategy Committee  
**SUBMITTED BY:** Sherry Conrad  
**DATE:** July 20, 2021  
**RE:** **Proposed By-law 008A – By-law Respecting the Repeal of By-law 008 Fire Department Tax Exemption**

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#### **RECOMMENDATION**

“that the Policy & Strategy Committee recommends to Council that Municipal Council gives notice of its intention to adopt By-law 008A By-law Respecting the Repeal of By-law 008 Fire Department Tax Exemption and conduct First Reading of same and gives notice of Second Reading to consider the adoption of By-law 008A”.

#### **EXECUTIVE SUMMARY**

Section 71(1)(c) & (d) of the *Municipal Government Act*, which gave councils the authority to exempt properties of registered fire departments from taxation was repealed in 2001. With this repeal, Section 5(1) “Exempt property” of the *Assessment Act* was amended to include subsection (ia) which allows the property of a fire department or an emergency services provider, registered pursuant to the *Municipal Government Act*, used directly and solely for community purposes or fund-raising activities of the department or provider to be exempt from taxation.

As a result of these amendments, By-law 008 Fire Department Tax Exemption approved by Council on November 30, 1999, is no longer required to exempt fire departments and emergency service providers from taxation.

#### **DISCUSSION**

As the *Assessment Act* includes a provision to exempt fire departments and emergency service providers from taxation and the *Municipal Government Act’s* Section to exempt fire departments from taxation was repealed, By-law 008 Fire Department Tax Exemption is no

longer required or has the authority to be effective. Staff is recommending that By-law 008 be repealed.

**BUDGET IMPLICATIONS**

None

**STRATEGIC PLAN**

N/A

**WORK PLAN**

No extra staff resources required. Completed during regular work schedule.

**ALTERNATIVES**

None. By-law does not have the authority any longer to be effective.

**CONCLUSION**

As By-law 008 Fire Department Tax Exemption is no longer effective under the *Municipal Government Act* and provision has been made for fire departments and emergency services providers to be exempt from taxation under the *Assessment Act*, the Fire Department Tax Exemption By-law needs to be repealed.

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Department:

Report Prepared by: Sherry Conrad

Date: June 15, 2021

Report Approved by: Alex Dumaresq, Deputy CAO

Date: June 17, 2021

Reviewed By CAO:

Date:

**Municipality of the District of Lunenburg  
BY-LAW**

<b>Title: BY-LAW RESPECTING THE REPEAL OF BY-LAW 008 FIRE DEPARTMENT TAX EXEMPTION</b>	
<b>By-Law No. 008A</b>	<b>Legislative Authority:</b>
<b>Effective Date:</b>	<b>Amended Date:</b>

**BE IT ENACTED** by the Council of the Municipality of the District of Lunenburg, under the authority of the *Municipal Government Act*, Chapter 18 of the Acts of 1998, as follows:

1. By-law No. 008, Fire Department Tax Exemption By-law, adopted by the Council of the Municipality of the District of Lunenburg on November 30, 1999, is hereby repealed.

**Annotation for Official By-law Book**

**Date of First Reading** <<date>>  
**Date of Advertisement of Notice of Intent to Consider** <<date>>  
**Date of Second Reading** <<date>>  
**\*Date of advertisement of Passage of By-law** <<date>>  
**Date of mailing to Minister a Certified copy of By-law** <<date>>

\*Effective Date of the By-law unless otherwise specified in the text of this By-law

**I certify that this By-law 008A "By-law Respecting the Repeal of the Fire Department Tax Exemption By-law" was adopted by Council and published as indicated above.**

\_\_\_\_\_  
 Sherry Conrad, Municipal Clerk

\_\_\_\_\_  
 Date

# Municipality of the District of Lunenburg

## POLICY

Title: <b>Fire Department Tax Exemption By-Law</b>	
Effective Date: November 30, 1999	Amended Date:

### 1.0 Authority M.G.A s. 71

This By-Law is made pursuant to **S.71(1)(C)** of the Municipal Government Act.

### 2.0 Definitions

In this By-Law, unless the context otherwise indicates:

- a) "Council" means the council of the Municipality of the District of Lunenburg.
- b) "Fire Department" means an incorporated body that provides fire services and that may, at its opinion, provide one or more other emergency services, and includes a fire or emergency services department of the Municipality, the Village of Hebbville, a fire protection district or other body corporate.
- c) "Fire protection district" has the same meaning as in the Rural Fire District Act.
- d) "Municipality" means the Municipality of the District of Lunenburg;
- e) "Registered fire departments" means fire departments registered pursuant to Section 294, of the Municipal Government Act.

### 3.0 Qualifications for Exemptions

The Council may exempt properties of registered fire departments from taxation, including area rates, which are used directly and solely for community purposes or for fund raising activities of the fire departments.

### 4.0 Exempt Properties

The following properties set out in Schedule "A" hereto, are exempt from taxation, including area rates.

**Clerk's Annotation for Official Policy Book**

Date of Notice to Council Members  
off Intent to Consider (7 days minimum)

Date of Passage of Current Policy:      November 30, 1999

I certify that this "*Fire Department Tax Exemption By-Law*" was adopted by  
Council as indicated above.

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Date

(a) applies only to the property of a person occupied by that person as the person's principal residence;

(b) may provide that taxes be postponed for a certain period, or until the death of the assessed owner or other specified contingency;

(c) may provide for the postponement of tax collection procedures for the current year;

(d) may prescribe the procedure for applying for the benefits of the by-law, including the required forms and affidavits;

(e) may provide for interest on the taxes postponed.

(3) A limitation period affecting a municipality's entitlement to collect postponed taxes does not begin until the period of postponement expires.

(4) Where a municipality provides that only a portion of the taxes due may be postponed and where the portion that is required to be paid is three years overdue, the period of postponement terminates thirty days after the treasurer notifies the person whose taxes have been postponed, unless the taxes that were not postponed are paid before the expiration of the thirty days.

(5) Except as otherwise provided by this Act or another Act of the Legislature, a council shall not relieve a taxpayer from all or a portion of taxes. 1998, c. 18, s. 70.

#### **Tax exemption policy for certain organizations**

71 (1) The council may, by policy, exempt from taxation, to the extent and under the conditions set out in the policy

(a) property

(i) of a named registered Canadian charitable organization, and

(ii) that is used directly and solely for a charitable purpose;

(b) property of a nonprofit community, charitable, fraternal, educational, recreational, religious, cultural or sporting organization if, in the opinion of the council, the organization provides a service that might otherwise be a responsibility of the council;

(c) and (d) *repealed 2001, c. 14, s. 3.*

(e) the buildings, pump stations, deep well pumps, main transmission lines, distribution lines, meters and associated plant and equipment of a municipal water utility.

(2) The council may, by policy, to the extent and under the conditions set out in the policy, provide that the tax payable with respect to all or part of

(2) Except for the term “forest property” terms used in subsection (1) have the same meaning as like terms defined by the *Income Tax Act* (Canada). R.S., c. 23, s. 3.

#### PROPERTY LIABLE TO TAXATION

##### **Taxable property**

4 Subject to the exemptions in Section 5, all assessable property and business and residential occupancy assessments are liable to taxation for all purposes for which municipal taxes and rates are levied by authority of law. R.S., c. 23, s. 4.

#### PROPERTY EXEMPT FROM TAXATION

##### **Exempt property**

5 (1) The following property is exempt from taxation under this Act:

(a) all property vested in Her Majesty or vested in any person for Imperial, Dominion or Provincial purposes, and either unoccupied or occupied by some person in an official capacity, except that, if any such property is occupied by any person otherwise than in an official capacity, the occupant shall be assessed and rated in respect thereof, but the property itself shall not be liable;

(b) every church and place of worship and the land used in connection therewith, and every churchyard and church burial ground and every church hall used for religious or congregational purposes exclusively save only for occasions specially authorized by church authorities and for which no revenue in excess of one hundred dollars *per annum* is received, but in computing revenue for the purposes of this clause there shall be excluded any contribution paid towards the reasonable additional costs of upkeep imposed by the use;

(c) the property of a non-profit community cemetery, as cemetery is defined by the *Cemetery and Funeral Services Act*;

(d) the property of every college, academy or other public institution of learning with the exception of property mainly used for commercial, industrial, business, rental or other non-educational purposes;

(e) every public school house, city or town hall, gaol, lockup house and temperance hall, and the land used in connection therewith;

(f) all school lands;

(g) all public landings, public breakwaters and public wharves;

(h) the property of every municipality if occupied or used for the purposes of such municipality or unoccupied, excepting nevertheless that property owned, operated or managed by a municipality

either directly or through the medium of a board or commission, for the purpose of producing, transmitting, delivering or furnishing electricity, natural gas, water or power directly or indirectly to or for the public, shall be assessed and taxed by that municipality;

(i) the building or part thereof in which equipment not owned by a municipality, used or to be used exclusively for fighting fires, is kept and the land in connection with such building, but only if and while

(i) the equipment will be used for the fighting of any fires within a radius of five miles from the building in which it is kept, and

(ii) a written undertaking by the owners is in force and is on file in the office of the clerk of the municipality, undertaking that it will be so used, which undertaking may be subject to cancellation on six months notice in writing;

(ia) the property of a fire department or an emergency services provider, registered pursuant to the *Municipal Government Act*, used directly and solely for community purposes or fund-raising activities of the department or provider;

(j) the property of every agency, board or commission in which two or more municipalities participate if occupied or used for the purposes of the municipalities;

(k) property belonging at the time the assessment roll is filed with the clerk by the assessor to infant children and occupied by them, to the extent and under the conditions contained in Section 51;

(l) the property of an agricultural society organized under Section 9 of the *Agriculture and Marketing Act* except such property as is used mainly for commercial or industrial purposes;

(m) *repealed 2000, c. 9, s. 3.*

(n) the property of The Royal Canadian Legion and the property of the Army, Navy and Airforce Veterans in Canada which is used exclusively for the purpose of The Royal Canadian Legion or the Army, Navy and Airforce Veterans in Canada, respectively;

(o) the property of any pack, troop, group, committee or district council, regional council or provincial council which is used exclusively for the purposes of the Boy Scouts;

(p) the property of any pack, company, district, division, area, local or provincial association which is used exclusively for the purposes of the Girl Guides;

(q) to (s) *repealed 1998, c. 18, s. 547.*

(t) the property of a hospital that is a hospital as defined in the *Hospitals Act*;



## Municipality of the District of Lunenburg

### Request for Decision

**To: Policy and Strategy Committee**

**From: Rachel Hiltz, Assistant Emergency Coordinator**

**Alex Dumaresq, Deputy CAO**

**Elizabeth Carr, Planning Summer Student**

**Date: July 20, 2021**

**RE: Water Resiliency Discussion**

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#### **RECOMMENDATION**

“that the Policy and Strategy Committee direct staff to proceed with the research and engagement phase of the water resiliency project as discussed”.

#### **EXECUTIVE SUMMARY**

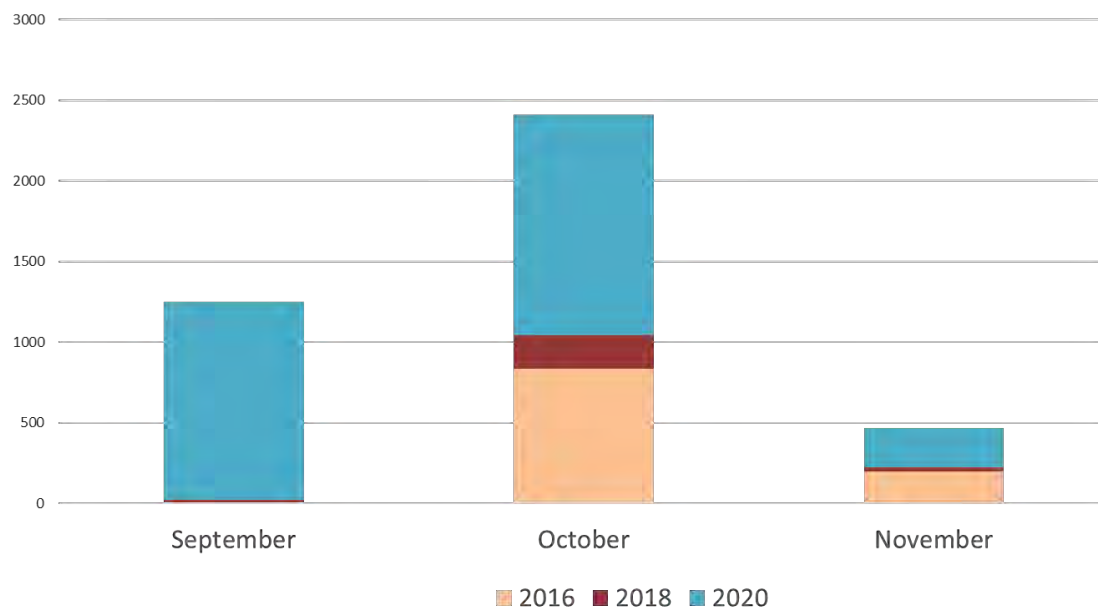
As a result of a series of dry summers since 2016, Council identified responding to drought-like conditions as a strategic priority for 2021-22. Staff have prepared information to support Council’s initial policy discussions on the topic, including, background on water shortages in Southwest Nova Scotia; a potential definition for the problem facing our communities; criteria for evaluating possible options; preliminary research on options; and next steps. Staff are seeking the Committee’s input on the material before beginning some public engagement on the topic and more detailed options investigation.

#### **BACKGROUND**

Leading up to the 2010’s, droughts have been infrequent in Southwestern Nova Scotia. Unfortunately, projections suggest that our region will increasingly see dryer conditions. By 2050, the Federal Government projects that precipitation deficits (that is periods of abnormally low rainfall compared to the historical record) will be 36% more frequent.

Compounding the issue, Southwestern Nova Scotia is both a majority rural area, and we are more reliant on shallow wells than the rest of the province, resulting in a higher susceptibility to negative impacts when precipitation deficits do occur.

Council has been aware and responding to the issue of dryer summers since 2016. That year, the province experienced extreme periods of drought-like conditions resulting in more than 1,000 homes experiencing water shortages in southwest Nova Scotia. In response, Council initiated a program to provide jugs of potable water to residents who were struggling with dry wells and worked with partners such as the LCLC to provide shower facilities.



The above graph shows the number of coupons given out by month for each year of the program. In 2016, we gave out a total of 1,039 coupons, in 2018 a total of 245 and in 2020 a total of 2,845. While precipitation may restart, the uptake on use of potable water coupons suggests that the water table and wells require additional time to recover.

Precipitation deficits cause other issues for our communities as well. The Department of Natural Resources (DNR) reports that the water shortage in 2016 also created issues in agriculture, resulting in smaller yields, and issues for farmers tending to livestock. In addition, there was a greater risk of wildfires, and the lack of precipitation affected local waters ways. As a result, there was also a loss of habitat for species such as the Atlantic salmon.

DNR also identifies a set of factors which impact the susceptibility of a community to experiencing impacts from a lack of rain. These include:

- The severity of existing precipitation deficit;
- Amount of precipitation in forecast;
- The density of unserved homes in an area; and
- The amount of shallow wells serving households in the area.

## ISSUE STATMENT

In order to carefully evaluate options for a program or strategy, it is important to create a clear understanding of the issue Council wishes to address. Staff propose the following issue statement for the project:

The Municipality will investigate and implement measures that 1) reduce the impact of drought-like conditions and 2) increase community resiliency to precipitation deficits for private potable water supplies and small-scale livestock and agricultural needs.

The core elements of the issue statement are:

- Measures that alleviate impact on residents would be considered
- Measures that reduce the likelihood that households would experience shortages would be considered.
- The measures should focus on properties not connected to central systems homes that have or may soon experience supply issues.
- Measures should consider non-potable needs including gardens, small-scale agriculture and livestock supply.

The strategy would not focus on:

- Central water utilities, which have their own regulatory system and are managed by other municipal units.
- Reducing carbon emissions or investigating land-use planning. While both are important initiatives that impact on susceptibility to water shortages, Council has already committed to greenhouse gas reduction and comprehensive land use planning via the Climate Change Action Plan and the MODL 2040 projects respectively.

Possible criteria that the Municipality may wish to consider when evaluating potential options include:

- The effectiveness of a tactic at reducing impact of precipitation deficit;
- The effectiveness at increasing a household's self-sufficiency in the face of precipitation deficits;
- The cost, both to the Municipality and to the household;
- Ease of access for residents (including possible economic issues, logistical and accessibility concerns and possible systemic barriers for racialized groups).

There may be other criteria not identified by staff at this time that Council may wish to consider including.

## **PRELIMINARY OPTIONS**

Initial research completed by staff, based on Council's discussions during strategic priority setting reveals three categories of tactics which may be of value in addressing water resiliency.

### **Temporary Relief**

Municipalities across North America have engaged in a range of programs to provide residents with support when private wells have gone dry. These include:

- Provision of containers of potable water (MODL)
- Showers (Municipality of the District of Yarmouth)
- Bulk water Supply (e.g. HRM, Town of Yarmouth)
- Porta-potties (Witset BC)

### **Water Conservation Programs**

A common approach that local governments have taken during periods include campaigns to promote efficient use of water. These campaigns have included exhortations to:

- Design lawns and gardens to be water efficient (Okanagan BC)
- Timing and location of watering (Strathcona County AB)
- Municipalities with central supply have engaged in water restrictions (Beaumont AB)

### **Private Supply Improvements**

Municipalities have also developed programs to assist residents installing improved water supply systems such as drilled wells and cisterns. These are generally installation and loan programs (e.g. Barrington NS, Argyle NS) or a financial assistance program (e.g. New Hampshire's Low-income Drought Assistance Program)

### **NEXT STEPS**

Should temporary relief be required, staff are prepared to operate the coupon program for potable water containers in 2021. This will provide an excellent opportunity to seek input from residents who are directly impacted by dry weather. Staff would also propose making use of the Engage MODL site to gather input from interested citizens and provide Council members with some accessible information on the issue and directing resident contacts on the matter to single contact for collection.

It is intended for staff to continue research and refinement of options leading to more Council discussion in the fall of 2021 in advance of finalizing a water resiliency strategy and to plan for new tactics in the 2022/23 budget.

### **BUDGET IMPLICATIONS**

The Annual municipal budget for 2021/22 includes \$5,000 for the proposed Temporary Water Relief Program should conditions require, as well as an additional \$6,000 for research and

engagement costs. The work in this phase of the project is not expected to exceed the budget amount.

The next phase of research and investigation will involve developing preliminary cost and staffing implications for a range of tactics.

### **STRATEGIC PLAN**

Council identified addressing the impacts of drought-like conditions as a strategic priority for this fiscal year.

### **WORK PLAN**

Staff will be proceeding with the current time allocation during the research and development portion of the initiative. Council will need to consider what resources are required when evaluating various options that may be included in the final strategy.

### **ALTERNATIVES**

The Committee is encouraged to thoroughly discuss the draft directions identified in the above report and provide staff with direction on amending the proposed issue statement, criteria, and areas for further research.

### **CONCLUSION**

Climate change continues to exert influence on our lives, and communities will be required to adapt to changing conditions, including the increase in frequency and severity of precipitation deficits. The elements proposed above represent the building blocks of a possible Water Resiliency Strategy for Council to implement, to increase our communities' ability to thrive in the face of our changing climate.



## Municipality of the District of Lunenburg

### Memorandum

**To: Policy and Strategy Committee**

**From: Rachel Hiltz, Assistant Emergency Coordinator  
Alex Dumaresq, Deputy CAO**

**Date: July 20, 2021**

**Re: Proposed Policy MDL 093 – Temporary Water Relief Program**

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#### Recommended Motion

Move that the Policy & Strategy Committee recommends to Municipal Council that Council adopt Policy 093 – Temporary Water Relief Program, and hereby gives 7 days' notice that Council will consider the proposed Policy at the July 27, 2021, Council meeting.

#### Background

Since an abnormally dry summer in 2016, MODL's Municipal Council has been prepared to offer temporary supports to residents with shallow wells who have experienced a potable water shortage. The program has run during the late summer and fall of 2016, 2018, and 2020.

The program included providing bottled water coupons, redeemable for one free 4 litre jug of water per person per household, to a maximum of 4 coupons per person per day. Residents could obtain one weeks' worth of coupons at a time. Coupons expired weekly on Sunday. Residents had to provide the coupons to the retailer, and the retailer had to submit the coupons back to MODL to be reimbursed.

In 2016 and 2018, the program also offered various locations with water refill stations and showers for residents to bathe. During 2020, fewer organizations provided this option, due to COVID-19 sanitization requirements.

Council would determine to start the program based on resident requests and a precipitation deficit, and end the program based on decrease in usage and increased rainfall. It was recommended that a policy be created to have consistent application of the water relief program.

## **Proposed Policy**

The attached draft policy formalizes the program and enables a more responsive and efficient process for implementing and terminating supports for residents. The policy includes:

- the purpose of the program;
- authorizes that CAO or designate to begin the provision of a period of program supports;
- outlines eligibility for the program;
- outlines available program supports (i.e. potable water coupons and showers/refills); and
- authorizes the CAO or designate to terminate a period of program support, with notice.

The policy has been drafted in a way to allow for easy amendment if Council's strategic project relating to increasing water resiliency uncovers other temporary support measures.

## **Budget Implications**

The water coupon costs for previous years were as follows:

- 2016 = \$1,038.12;
- 2018 = \$224.41; and
- 2020 = \$2,770.00.

Council typically approved up to \$5,000 per year from the Council Contingency Fund. This year, Council's budget includes \$5,000 from the Drought Response/Water Resiliency Project budget for the Temporary Water Relief Program. The Assistant Emergency Coordinator will track the number of coupons being distributed. If the program is initiated in 2021, the cost could go over \$5,000 based on the number of coupons distributed. If this happens, staff will report to Council before continuing the program.

## Municipality of the District of Lunenburg Policy

Title: <i>Temporary water Relief</i>	
Policy No. 093	Legislative Authority:
Effective Date:	Amended Date:

### Purpose:

- 1.0 The purpose of this Policy is to establish a program to provide temporary assistance to MODL residents experiencing dry wells as a result of a precipitation deficit.

### Definitions

- 2.0 CAO means the Chief Administrative Officer of the Municipality of the District of Lunenburg, or their designate;
- 3.0 Precipitation Deficit means a period with an abnormally low rainfall compared to the long-term average conditions in the region.

### Program Initiation

- 4.0 Municipal staff will monitor long range precipitation forecasts, annual precipitation deficits and resident reports of dry wells.
- 5.0 Council authorizes the CAO to initiate a period of program supports for the Temporary Water Relief Program once there is a precipitation deficit and forecast conditions indicate resident support will be required.
- 6.0 The CAO shall provide notification to Council at least one week in advance of initiating a period of program support.

### Eligibility

- 7.0 Applicants must be residents of MODL to qualify for support.

- 8.0 Residents must be experiencing a lack of access to potable water in order to qualify and must complete a Dry Well Survey once per year to be eligible to receive a program support.

#### **Program supports – Coupon Program**

- 9.0 The Municipality may provide coupons for residents to acquire potable water from local retailers.
- 10.0 Applicants are eligible to receive 4 litres per day of potable water, to a weekly maximum of 112 litres per household.

#### **Program supports – Refill and Shower Sites**

- 11.0 The Municipality may partner with local public and or private facilities to offer locations to refill containers and use shower facilities and may re-imburse partnering facilities for services provided.
- 12.0 Residents are required to abide by the rules and regulations of the partnering facility, including any public health and safety requirements.

#### **Program Termination**

- 13.0 The CAO has discretion to terminate a period of water support based on current water conditions, forecasts and program support uptake.
- 14.0 Notice to Council to close a program support will be provided at least 2 weeks before termination of the support.

<<name/number of Policy>>

<<Date of Policy>>

### Clerk's Annotation for Official Policy Book

Date of Notice to Council Members:

Date of Passage of Current Policy:

Date of Notice to Council Members  
of Intent to Consider Amendments:

Date of Passage of Amendments:

I certify that this "MODL Policy 093" was adopted by Council as indicated above.

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Date



MEMORANDUM

TO: Policy and Strategy Committee
FROM: Alex Dumaresq, Deputy CAO
DATE: July 20, 2021
RE: Strategic Priorities update – July 2021

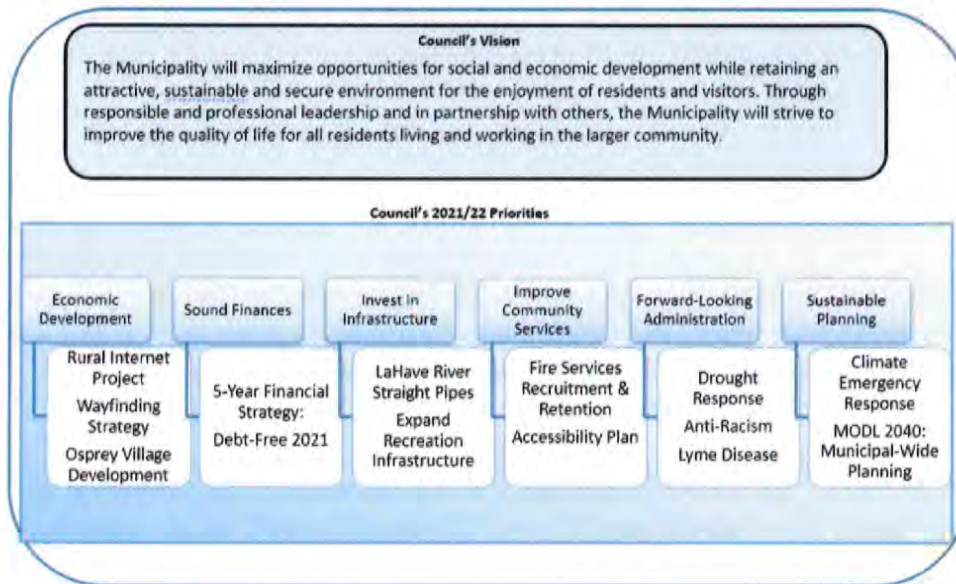
Background

Council approved the 2021/22 Strategic Priorities Chart as part of the budget deliberations. The chart reflects input received by Council members during the 2020 election and existing municipal goals and priorities, and identifies major initiatives for the Municipality in this fiscal year and Council term. The staff report provides a short status update on the projects highlighted in the chart.

Strategic Priorities Chart 2021/22



Municipality of the District of Lunenburg
2021/22 Strategic Priorities



## Project Highlights

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### Rural Internet Project

**Outcome:** In partnership with Internet Service Providers (ISPs) and the Federal and Provincial governments, complete the next phase of fibre-based service expansions, leading towards the overall project goal of over 95% of citizens connected by the end of the strategy.

**Status**

- Work is being conducted throughout the district with site surveys, tree trimming and pole replacement.
- All current phase projects are still on track for completion on or before December 2022.

### Wayfinding Strategy

**Outcome:** Finalize signage design and begin installation of wayfinding materials.

**Status**

- The Wayfinding Strategy Development and signage design work is complete.
- Staff are undertaking necessary procurement and project planning for installations to begin.
- Staff are also investigating the potential of federal funding to offset municipal contributions and possibly accelerate installations, which are currently planned over a multi-year period.

### Osprey Village Development

**Outcome:** Complete a masterplan for the district. Begin implementing strategic improvements including Expanded water services infrastructure, streetlights, and active transportation (AT) linkages. Start the exploration of transit and a community hub facility.

**Status:**

- Joint funding from the Federal provincial and municipal levels, including the Town of Bridgewater was announced in June for the Water system improvements.
- Work continues on siting and design work for the infrastructure.
- NSP discussion on the installation of streetlights has been initiated, policy discussion planned for September PSC.
- Discussions have been initiated with potential partners for a hub facility
- Council discussion on AT corridor completed and funding application finalized to create the required link between the Town boundary and the commercial development.

## 5-Year Financial Strategy

**Outcome:** Continued implementation of the strategy, including maintaining stable tax rates and capital planning to be debt free this fiscal year.

### Status

- Successfully utilized during 2021-22 Budget deliberations.
- Continued use when new projects arise or service levels are assessed.
- Municipality will be making final debt payment in October of this year.

## LaHave River Straight Pipe Replacement Program

**Outcome:** Installation of at least 75 more systems to replace straight pipes and completion of the inspection program while remaining within the project budget.

### Status

- Project Inspection program complete.
- 18 systems installed to date this season.
- Maintenance program - Pumping services for 2021 complete.
- On track for achieving installation and budget goals for the 2021 construction season.

## Expand Recreational Infrastructure

**Outcome:** Continued development of recreation facilities and active transportation (AT) systems including: River Ridge Commons, Osprey Village AT linkages, and capital maintenance for existing parks.

- RFP for River Ridge Common Phase 4 Awarded to Trail Flow. Work expected to begin in July. Staff working with engineering firm to develop a plan for additional parking spaces.
- Osprey Village AT Linkages. Snow Owl developing conceptual plan to review
- A \$15,000 grant was awarded to MODL for the Indian Path Trail project. Scope of work being developed for the procurement process.
- Hirtles Beach Parking Lot and Indian Falls Road Upgrades Completed in collaboration between the municipal road maintenance contractor, and Recreation/Engineering staff.

## Fire Services Recruitment & Retention

**Outcome:** Continue the recruitment strategy's marketing and department supports, offer a fire service appreciation event grant, and implement employee/family assistance.

### Status

- Staff developing parameters and forms for the new events and Leadership training.
- Procurement work underway for Council award of enhanced Member Family Assistance Program for the fire service.

## Accessibility Plan

**Outcome:** Continue to support the regional accessibility initiative and begin the local planning for improvements to MODL services and facilities.

### Status

- MODL staff continue to support the District of Chester in hiring the new regional Accessibility Coordinator.
- Project planning for MODL's implementation of the regional plan will begin in September.

## Drought Response Strategy

**Outcome:** Complete the development of a strategy to increase community resilience to drought conditions, including a review of the existing water coupon program.

### Status

- Report on impact of increasing climate change and dry wells prepared for council discussion at July's Policy and Strategy Committee meeting.
- Proposed policy to govern the water coupon program also to be presented to the July Policy and Strategy Committee meeting for Council deliberation.

## Anti-Racism

**Outcome:** Begin anti-racism and implicit bias training with Council and staff; work cooperatively with other municipalities to identify barriers to full economic and social inclusion.

### Status

- Staff investigating the completion of an Equity, Diversity & Inclusion (EDI) Audit for the Municipality.
- Such a review provides a systematic examination of the organizational policies, processes and practices to measure their impact on EDI outcomes.

- Project will identify issues and barriers in employment and service delivery, identify areas of strategic focus to improve municipal culture and services, and identify plan for making improvements.

## Lyme Disease Response

**Outcome:** Complete the final year of field research for the bait station project and implement another year of the public education campaign.

### Status

- Final year of data collection underway.
- Spring public education campaign complete, fall education campaign to take place in September and October.

## Climate Emergency Response

**Outcome:** Develop action plans to implement Council's corporate emissions target, and support the Sustainability committee in the development of initiatives to reduce community emissions.

### Status

- Set Corporate GHG reduction target to 40% by 2030. Working on the corporation action plan
- Working with the Sustainability Committee towards setting a community GHG reductions target, identifying possible action items for the action plan.

## MODL 2040: Municipal-wide Land-use Planning

**Outcome:** Complete the initial round of public engagement & prepare the draft vision and goals for the comprehensive Municipal Planning Strategy (MPS), Leading to the overall project goal of Developing an MPS and comprehensive land-use planning for the whole municipality.

### Status

- Introductory work with Planning Advisory Committee underway.
- Completed the community goals survey (488 responses).
- Worked with a facilitator to develop a draft vision mission and values for Council. Started community engagement on draft vision mission and values.