

**COMMITTEE OF THE WHOLE COUNCIL MEETING
February 14, 2022**

The meeting was called to order by the Chair at 7:04 p.m., in the Multi-purpose Room, in the Administrative Centre, in Barrington, N.S., with the following members present:

- Lindsay (Eddie) Nickerson, Chair
- Jody Crook
- Shaun Hatfield

- Andrea Mood-Nickerson – Absent
- George El-Jakl – Absent due to work commitments

- Chris Frotten, CAO
- Lesa Rossetti, Municipal Clerk

ADDITIONS TO THE AGENDA

It was agreed that the following item be added to the agenda:

- Street lights.

APPROVAL OF AGENDA

Being duly moved and seconded that the agenda be approved as amended.

Motion carried unanimously.

APPROVAL OF MINUTES

Being duly moved and seconded that minutes of the regular meeting held January 17, 2022, be approved as circulated.

Motion carried unanimously.

RCMP UPDATE

Acting Sgt. Dave Toope of the Barrington RCMP Detachment appeared before the meeting and provided members with a copy of the 2021 Statistical and Detachment Review. Information was provided on criminal offences, charges laid under Provincial Statutes, detachment HR, COVID-19 response and their Annual Performance Plan. Members were asked for their input into the planning process for the 2022-2023 Annual Performance Review. Acting Sgt. Toope suggested a separate meeting be held for this purpose.

Members were given an opportunity to bring forward any concerns they may have.

During discussion it was indicated that there would be a Joint Police Advisory Board Meeting scheduled for March, 2022.

Acting Sgt. Toope was thanked for his presentation to members.

WMTA RE: BARRINGTON BAY TRAIL

At the request of Council, Sherm Embree of the Woodland Multi-use Trails Association appeared before the meeting, by video conference, to discuss the complaint received regarding the condition of the Barrington Bay Trail, trail development and maintenance and how municipal maintenance funds were being used.

Mr. Embree advised of the following:

- They normally respond directly to complaints at which time community involvement is encouraged.
- Development of all of the rail trail has been completed across the Municipality which includes approximately 40.3 kms and 11 bridges.
- Three sections of the trail have been resurfaced.
- They have also carried out repairs as a result of storm damage and vandalism.
- Regular maintenance includes grading of long stretches of trail several times per year, mowing the trailhead and various other repairs.
- They continue to encourage trail users to become involved with upkeep.
- They will be exploring the possibility of having some maintenance carried out by contract.
- Municipal funds were used to resurface 1 km of trail from the causeway to Doctor's Cove and to partially pay for the purchase of a front bucket for their tractor.

Mr. Embree suggested that further support from the Municipality could be in the form of a grant, use of Public Works Staff, equipment and materials, trail management support and/or administrative support.

It was agreed that "Trail Maintenance" be placed on a future committee agenda for discussion.

Mr. Embree was thanked for appearing before members and making his presentation.

CAPITAL PLANNING DISCUSSION

Capital Planning was then discussed as the Director of Finance was in attendance.

In advance to the meeting members were provided with a preliminary list of capital projects for 2022/2023. A copy of the list is attached and forms part of the minutes.

The list was briefly discussed and will be reviewed in more detail at the Budget Meeting to be held in March. One suggested addition was the possible development of a walking trail on municipal property near the former CSI School. The CAO agreed to investigate this matter.

During discussion question was raised regarding the status of the funding application submitted for the construction of the Recreation Centre.

Page 3, Committee of the Whole Council Meeting, February 14, 2022.

Resolution COW220201

Being duly moved and seconded that it be recommended to Council that the CAO forward a letter to Infrastructure Canada's Green and Inclusive Community Buildings Program to determine the status of our funding application to assist with the cost of a new Recreation Centre.

Motion carried unanimously.

The Director of Finance was thanked for attending this portion of the meeting.

STAFF REPORT RE: REGIONAL EMERGENCY MANAGEMENT ORGANIZATION

The Fire Services Co-ordinator was in attendance.

As a result of previous discussions, a Staff Report was prepared and circulated to members regarding the formation of a Regional Emergency Management Organization. A copy of the report is attached and forms part of the minutes.

After some discussion, it was agreed that the matter be deferred to the next meeting of the Committee since two members are absent tonight.

The Fire Services Co-ordinator was thanked for attending this portion of the meeting.

MATTERS ARISING FROM PREVIOUS MEETINGS

Municipal Policies

Proposed Amendments to Policy 59 Re: Terms of Reference for NS Marathon Committee

The NS Marathon Committee is recommending that the Terms of Reference for the committee be revised. A redrafted copy of the Terms of Reference was circulated to members at their last meeting. During discussion, question was raised as to whether revisions should include the requirement for non-council members serving on committees of council to provide criminal records and child abuse registry checks.

The Municipal Solicitor has advised that there is nothing preventing us from requiring criminal record checks from members serving on our committees. He did suggest that we consider who pays for the cost of the record checks since this could be a deterrent for some to participate.

It was agreed that proposed amendments to the Terms of Reference be accepted as originally presented.

Notice was given that proposed amendments to Policy 59 "Policy on Committees of Council" regarding the Terms of Reference for the NS Marathon Committee will be considered by Council at their meeting to be held on February 28, 2022.

Draft Community Litter Clean-up Program Policy

A draft Community Litter Clean-up Program Policy was prepared and circulated to members at

their last meeting at which time members expressed concern that the new policy provides incentives to “non-profit groups” only. Members are interested in extending the program to “individuals”, similar to our previous program.

This matter has been discussed with the Municipal Solicitor and it is his view that we could offer the incentive to individuals.

The Area Manager of the Department of Public Works was asked to provide clarification on a couple matters relating to their roadside clean up program. To date no response has been received.

Since we are still awaiting information from the Department of Public Works, it was agreed that this matter be deferred to the next committee meeting.

Outdoor Ice and Synthetic Ice Surfaces

This matter was briefly discussed when potential capital projects were reviewed. Additional discussion will take place during budget deliberations.

DEPARTMENT OF PUBLIC WORKS POLICY ON SNOW CLEARING

This matter was deferred to the next meeting of the committee.

MUNICIPAL MODERNIZATION EDUCATION SESSIONS

Correspondence has been received from the Municipality of Shelburne advising that they are organizing Councillor Education Sessions on municipal modernization to understand the potential pros and cons of the various options, including unification, amalgamation, dissolution and shared services. These sessions will be led by speakers who have experienced various processes or have a deep understanding of the options.

The Municipality will host these sessions in the spring and is extending an invitation to Council. Sessions will be open to councillors and municipal staff only.

The letter stated that at this time, the only commitment the Municipality of Shelburne is prepared to make is to gather information and become better informed of the options regarding municipal modernization.

It was agreed by consensus of members, that the CAO reach out to the Municipality of Shelburne stating that we may be interested, but would like to know potential dates/times and speakers/topics. Once the requested information is received the matter will be further discussed by members.

STREET LIGHTS

Concern was expressed regarding the lack of street lights from the intersection of the Old Post Road to Civic No. 1933, Highway 3, Barrington.

This matter will be investigated by the CAO.

ADJOURNMENT

The meeting was adjourned at 10:35 p.m.

Chair

Secretary for the Meeting

DRAFT

2022/2023 Capital

Project Descriptions

This is a preliminary list of projects that have been identified as capital for 2022/2023. The listing is being provided for review and feedback. If there are any objections or ideas of new capital projects, they should be raised now as capital projects have a serious impact on the overall budget.

- **Barrington Ballfield Aluminum Seating - \$15,000**

The existing wooden ballfield seating at the Barrington Ballfield will be replaced by 2 sets of 15 x 9 aluminum seating.

- **Arena Rubber Flooring Dressing Rooms - \$20,000**

In three of the dressing rooms at the Sandy Wickens Memorial Arena, the existing flooring will be replaced by new rubber flooring. This project will be the final section of flooring to be replaced in the arena.

- **Stoney Island Accessible Mats and Wheelchairs - \$20,000**

We are looking to purchase three 50-foot mats, one 33-foot mat and two all-terrain wheelchairs. The Mobile Mats, which are compliant beach accessibility surfaces, take people of all abilities closer to the water without the stress of battling through sand, the all-terrain wheelchair, enables them to enjoy the sand and other type of uneven terrains, and, the floating beach wheelchair, let them enjoy the surf. The matting systems and wheelchairs make any outdoor recreational areas, including our beaches more accessible to everyone.

- **Property Services ¾ Ton Truck - \$65,000**

The 2012 Dodge ¾ ton truck would be replaced by a new ¾ ton truck. Their current vehicle is 10 years old and requires extensive repairs.

- **Property Services Equipment - \$ 46,000**

- **V-Plow - \$8,000** - Purchase new v plow for Property Services truck. This will replace a 16 year old straight edge one plow.
- **Sidewalk Tractor Plow - \$8,000** - Purchase new sidewalk tractor plow. This will replace the current straight edge plow, allowing it to move deep snow.
- **Covered Trailer - \$15,000** - Purchase new covered trailer for welder and equipment. This will be replacing an existing utility trailer that is not covered.
- **Scissor Lift - \$15,000** - Purchase scissor lift to be used at the Sandy Wickens Memorial Arena. This will reduce rental fees, when installing batting cages, event setup, repairing lights and installing signage.



- **Solar Speed Sign - \$7,500**
Purchase a new solar speed sign to be placed in various locations around the municipality. Our existing speed sign requires its batteries to be replaced every several weeks.
- **Admin Office Parking Lot Resurface and Curbs - \$75,000**
This project includes repaving/resurfacing the Administrative Office parking lot and installing new concrete curbs.
- **Council AV System - \$ 15,000**
An AV sound system, mixer and live stream equipment to be purchased for the multipurpose room at the Administrative Office. This will replace the existing equipment and could be used for meetings and events.
- **Healthcare Centre - \$4,000,000**
This project will see a 10,000 sq./ft. healthcare centre built in the Barrington Passage area. It will serve as a central location for our residents to access a variety of medical and paramedical services and will help our community support and retain our current healthcare professionals and recruit others.
- **Recreation Centre - \$3,000,000**
This project is to replace the recreation centre on Sherose Island. The new facility will be joined with the arena via a shared entrance and will include a walking track, multi-purpose rooms, and kitchen facilities.
- **Brass Hill Clarifier & Screens Phase 1 - \$1,009,000**
The existing screenings will be upgraded with the aim of improving the upfront solids capture and removal of large debris and rags that contribute to additional maintenance and wear and tear on the oxidation ditch equipment. The clarifier is in poor condition and requires replacement. The replacement would include an entire wetted/submerged mechanism, scraper system, skimmer system and actuator.
- **Solar Energy Program - \$260,000**
This project would see 250-300 solar panels installed on the roof of the administrative building, resulting in a net zero energy position. This would produce enough solar energy that would meet our current electricity consumption of \$ 2,000 per month. In approximately 10 years, the solar panel cost would be covered by the energy cost savings.



- **Synthetic Ice Surface – \$ 400,000**

This project would see a 100' X 140' synthetic ice surface supplied and installed. This would include landscaping, glycol tubing, supply liners/headers plus refrigeration unit.

2021/2022 Projects in Progress

****Costs to be updated prior to budget meeting in March.**

- **C & D Landfill Truck Scale - TBD**

The current weighing scale at the C&D Landfill is at the end of its useful life and will no longer be in compliance with the Weights and Measures Act. The recommended replacement will be long enough to accommodate large vehicles, will be equipped with newer technology and a computerized invoicing system.

- **Property Services Building Renovations - TBD**

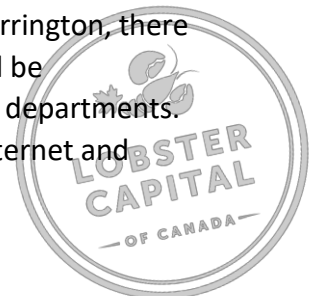
The current property services building workshop space is not adequate. Staff are unable to work on vehicles and heavy equipment and storage space is at a minimum. This project would include building a new canopy building for salt storage, installing a vehicle hoist and repairs to the current salt storage building to allow property services to use it as their workshop.

- **Municipal Admin Building Accessible Doors and Washrooms - TBD**

This project would consist of the retrofit of two external ramps, two washroom, three automatic door openers. This project will increase the overall accessibility of our building. In its current condition, it does not meet the accessibility requirements in the building code. We have secured a grant through the Enabling Accessibility Fund which will cover all costs.

- **Bulk Water Source - TBD**

As drought conditions continue to occur frequently in the Municipality of Barrington, there has been a need for a bulk water filling station. The bulk filling station would be centrally located in the municipality and would serve residents and local fire departments. The bulk water dispensing pricing include site development costs, power, internet and water connections.



5 - 15 Year Capital Plan

Projects	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 - 15	Total
Beach Development	100,000						100,000
Health Care Centre	4,000,000						4,000,000
Former Knowles Property Road	250,000						250,000
Little League Ball Field		120,000					120,000
Brass Hill Treatment Plant Phase 2			1,000,000				1,000,000
Signage Strategy			200,000				200,000
SCADA / Pump Station Upgrades			420,000				420,000
Landfill Cell				350,000			350,000
Brass Hill Treatment Plant Phase 3					1,500,000		1,500,000
Arena Replacement						4,000,000	4,000,000
Highway Property Sewer						1,800,000	1,800,000
Woods Harbour Treatment Plant						2,000,000	2,000,000
Business Park - Former Knowles Property						1,500,000	1,500,000
	4,350,000	120,000	1,620,000	350,000	1,500,000	9,300,000	17,240,000

STAFF REPORT

SUBMITTED BY: Dwayne Hunt & Chris Frotten

DATE: January 17, 2022

SUBJECT: Regional Emergency Management Organization (REMO)

ORIGIN

In 2018, the Barrington and Town of Clark's Harbour Emergency Management Organization (BCHEMO) considered pursuing a Regional Emergency Management Organization (REMO) model with Eastern Shelburne County. The purpose of this report is to consider the concept further and get direction from Council on whether to move forward.

BACKGROUND

In 1997, the Municipality established a joint Emergency Management Organization with the Town of Clark's Harbour. Since that time, we have been operating under the terms and conditions of that original intermunicipal agreement (attached), with one amendment to the funding formula. The structure includes an Executive Committee comprising of a maximum of three members from each Council (including the Mayor and/or Warden), a Planning Committee with one member from each Council and a funding formula that saw us pay 85% and Clark's Harbour 15% of the costs. The funding formula was amended earlier this year to 90.83%-9.17% based on new uniform assessment and population data and a new intermunicipal agreement that encompasses all of the services we provide Clark's Harbour.

The EMO is incorporated in the general operations of the Municipality and based out of the Administrative Centre. During emergencies, the Emergency Operations Centre (EOC) is the Ground Search & Rescue. Dwayne Hunt, our current Fire Services Coordinator, acts as our EMO Coordinator and we also have alternate/assistance Coordinator, Dave Kendrick.

The other three units in Shelburne County form the Shelburne County East Emergency Measures Organization (SCEEMO). Their Emergency Operations Centre (SEOC) is located at the Shelburne Fire Hall and their Coordinator is Mike Shand.

As mentioned, back in 2018, the concept of a REMO was discussed but it never went any further than the planning committee. Since that time, a number of counties/regions in the province have merged their EMOs (i.e. Lunenburg County, Yarmouth County) and the Province has been encouraging the formation of REMOs and assisting regions/counties in developing the necessary by-laws and agreements.

In addition, this topic was raised at a recent meeting of the Mayors/Wardens of Shelburne County and there seemed to be interest in discussing and assessing its merits.

DISCUSSION

With today's advanced technology, shortage of human resources and increased work loads, having two separate EMOs in Shelburne County has become ineffective. It is no longer the best use of our limited resources and does not serve the public to their full potential.

The two EMOs in Shelburne County serve 13,966 people over 2,467.4 square kilometres. Having two EMOs means there is a lot of duplication for a small area and population such as ours. For example, there are two plans, two coordinators and two assistants, multiple ECC's, two planning committees and two executive committees.

For comparison, the Lunenburg REMO serves 47,004 people over 2,902.46 square kilometres and the Yarmouth REMO serves 24,262 people over 2,125.39 square kilometres.

Having a REMO serve the entire County would be more efficient in a number of ways. First, experienced volunteers in this field are scarce and it can be difficult for the EMO Coordinators to fill important roles during emergencies. A REMO would allow us to pull from a larger pool of volunteers, thus providing a better service in a time of need. In addition to volunteers, we could count on staff and municipal resources from across the county to support the planning of or response to an emergency. In that case, there would be less of a burden on one municipality to do everything on their own. The EMO Coordinator for Yarmouth County expressed that in their case, it has given them you a larger pool of resources to draw from in these times that resources are stretched thinly everywhere.

Second, there would be one Coordinator for the County and pooling funding could allow us to invest in a full-time coordinator dedicated to the program. Additional funding could also cover additional human resources, more training and better equipment.

Third, there would be one Emergency Management plan for the County. Emergencies often do not respect borders and extend across jurisdictions, having one approach to emergency management can simplify the response.

Finally, a REMO would promote cooperation across the county and would also ensure clear and consistent messaging for education and response.

The one challenge of a REMO lies in the funding formula. In some cases, agreeing on a certain formula can be problematic. That said, there are many examples of funding formulas that have been used by other REMOs in the Province and we would depend on our strong relationship with the other units to develop a formula that is fair and equitable to all units involved.

After a REMO is designated, and new bylaw is approved and then an Inter-Municipal Services Agreement is negotiated which would outline the agreed division of duties, costs etc. The Agreement is a crucial component of the process and must be extensively reviewed to ensure it incorporates all of the details of the partnership, along with clear language on the roles, responsibilities and expectations.

BUDGET IMPLICATIONS

At this time, our annual budget for EMO is approximately \$15,000. That, however, includes a grant we provide to Ground Search & Rescue which accounts for approximately half. Therefore, our annual cost for EMO itself is approximately \$7,500 per year. This includes the Assistant Coordinator's stipend, all training and communications. One factor to keep in mind is that our Fire Services Coordinator also has the duties of EMO Coordinator which reduces our overall cost for EMO.

The funding formula for a REMO would likely affect our budget but it will not be possible to determine to what extent until a funding formula is agreed up. In most cases, population and uniform assessment are used to calculate each unit's percentage. Occasionally, an equal share is also incorporated in the formula. Depending on the structure of the REMO, it is possible that one unit may be in a position to generate revenue from the sale of administrative services or offset its costs by providing them to the units in-kind. For example, if our Fire Services Coordinator became the EMO Coordinator for the REMO, the funding formula may incorporate an administration fee to us, or we could charge the other units for a portion of his time.

For comparison, the Yarmouth REMO is funded by a formula which includes population, uniform assessment and an equal share. In their case, the Municipality of Argyle pays 32.45%, the Municipality of Yarmouth pays 38.78% and the Town of Yarmouth pays 28.77%.

Taking into account the two most common funding formulas used in REMOs, we have prepared a spreadsheet outlining what the funding percentages could be. You will see that we are at 45.43% or 36.96%, depending on which formula is chosen.

LEGAL IMPLICATIONS

There are five requirements in the Emergency Management Act that municipalities have to have, specified in para 10(1):

1. An Emergency Management By-Law;
2. A municipal Emergency Management Organization;
3. A Coordinator;
4. A municipal Advisory Committee; and
5. an Emergency Management plan.

<https://nslegislature.ca/sites/default/files/legc/statutes/emergency%20management.pdf>

In para 9b, with consultation from the municipalities, the Minister may "designate a combination of municipalities or parts thereof as a municipality for the purpose of this Act" commonly referred to as a Regional Emergency Management Organization (REMO). Of note, para 10(2)b states: "The Municipality may enter into agreements with and make payments to persons and organizations for the provision of services in the development and implementation of emergency management plans."

PUBLIC CONSULTATION/COMMUNICATIONS

N/A

RECOMMENDATION

Based on the information gathered and the general interest of the units, we recommend pursuing a REMO model for Shelburne County and reaching out to the other units in the County to officially initiate a discussion on forming a REMO as a first step.

SUGGESTED MOTION

Move to direct staff to initiate a formal dialogue with the Town of Clark's Harbour and Shelburne County East EMO in an effort to establish a Regional Emergency Management Organization encompassing the entire County.

ATTACHMENTS

- Original Intermunicipal Agreement between Barrington and Clark's Harbour
- Lunenburg County Regional Emergency Management Organization By-Law
- Lunenburg County Regional Emergency Management Organization Intermunicipal Agreement
- Yarmouth County Regional Emergency Management Organization By-Law
- Yarmouth County Regional Emergency Management Organization Intermunicipal Agreement
- Lunenburg, Shelburne and Yarmouth County Characteristics
- Potential REMO Funding Formulas
- List of provincial EMOs and REMOs

REMO	Municipal Unit
	REGION 1
	<i>Town of Port Hawkesbury</i>
	<i>Municipality of the County of Inverness</i>
	<i>Municipality of the County of Victoria</i>
	<i>Municipality of the County of Richmond</i>
	<i>CBRM EMO</i>
	REGION 2
	<i>Municipality of the District of East Hants</i>
Cumberland REMO	<i>Municipality of the County of Cumberland</i>
	<i>Town of Amherst</i>
	<i>Town of Oxford</i>
Colchester REMO	<i>Municipality of the County of Colchester</i>
	<i>Town of Stewiacke</i>
	<i>Town of Truro</i>
Pictou REMO	<i>Municipality of the County of Pictou</i>
	<i>Town of New Glasgow</i>
	<i>Town of Pictou</i>
	<i>Town of Stellarton</i>
	<i>Town of Trenton</i>
Antigonish REMO	<i>Municipality of the County of Antigonish</i>
	<i>Town of Antigonish</i>
	<i>Municipality of the District of St. Mary's</i>
	<i>Municipality of the District of Guysborough</i>
	<i>Town of Mulgrave</i>
	REGION 3
	<i>HRM EMO</i>
	REGION 4
	<i>Municipality of the District of Clare EMO</i>
Digby REMO	<i>Municipality of the District of Digby</i>
	<i>Town of Digby</i>
Annapolis REMO	<i>Municipality of the County of Annapolis</i>
	<i>Town of Annapolis Royal</i>
	<i>Town of Middleton</i>
Kings REMO	<i>Municipality of the County of Kings</i>
	<i>Town of Berwick</i>
	<i>Town of Kentville</i>

	<i>Town of Wolfville</i>
	<i>West Hants</i>
	REGION 5
Yarmouth REMO	<i>Municipality of the District of Yarmouth</i>
	<i>Town of Yarmouth</i>
	<i>Municipality of the District of Argyle</i>
Barrington REMO	<i>Municipality of the District of Barrington</i>
	<i>Town of Clark's Harbour</i>
Shelburne County East EMO (SCEEMO)	<i>Municipality of the District of Shelburne</i>
	<i>Town of Lockeport</i>
	<i>Town of Shelburne</i>
	<i>Municipality of the Region of Queens</i>
Lunenburg County REMO	<i>Municipality of the District of Lunenburg</i>
	<i>Town of Bridgewater</i>
	<i>Town of Mahone Bay</i>
	<i>Municipality of the District of Chester</i>
	<i>Town of Lunenburg</i>

DRAFT

TOWN OF LUNENBURG BYLAW

REGIONAL EMERGENCY MANAGEMENT BYLAW

Section 1: General

- 1.1 This Bylaw may be cited as the "Regional Emergency Management Bylaw" 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.

Section 2: Definitions

- 2.1 In this Bylaw:
- 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.

Section 3: 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.

Section 4: 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.

Section 5: Repeal and Replace

5.1 Previously adopted versions of Town of Lunenburg Emergency Measures Bylaw are hereby "repealed and replaced" upon the effective date of the adoption of this "Regional Emergency Management" Bylaw.

Clerk's Annotation for Official Bylaw Book regarding
Regional Emergency Management Bylaw Adoption

Date of first reading: August 10, 2021

Date of proposed second/final reading advertisement: September 14, 2021 as advertised August 25 and September 1, 2021


Date of second/final reading: September 14, 2021

Date of advertisement of passage of Bylaw: October 13, 2021

Date of mailing to Provincial Minister a certified copy of the Bylaw: October 20, 2021

I certify that the above Bylaw amendments show were adopted by Council and published as indicated above.

OcJ-Zq':tl
Date


Bea Renton, CAO/Clerk

EXAMPLE

AN INTER-MUNICIPAL EMERGENCY SERVICES AGREEMENT

THIS AGREEMENT is made in seven copies this 8th 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

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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

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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

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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.

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- 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 31st 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,

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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.

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The Council for the Town of Yarmouth, under the authority vested in it by clause 10(1)(a) of the Emergency Management Act, S.N.S. 190, c.8 enacts as follows:

1.0 Short Title

This Bylaw may be cited as the “Regional Emergency Management Bylaw”.

2.1 Interpretation

In this Bylaw,

- a. **“Act”** means the Emergency management Act, S.N.S. 1990, c.8;
- b. **“Agreement”** means the Agreement entered into accordance with clause 10(1)(a) of the Act, among the Municipality of the District of Argyle, Municipality of the District of Yarmouth and the Town of Yarmouth dated October 1, 2019, attached hereto as Appendix “A”;
- c. **“Council”** means the Council of the Town of Yarmouth;
- d. **“Emergency”** means a present or imminent event in respect of which the Minister or a municipality, as the case may be, believes prompt co-ordination of action or regulation of persons or property must be undertaken to protect property or the health, safety, or welfare of people in the Province;
- e. **“Mayor”** means the Mayor of the Town of Yarmouth;
- f. **“Warden”** means the Warden of the Municipality of Yarmouth and/or Argyle.
- g. **“Regional Emergency Management Executive Committee”** means the Executive Committee established pursuant to the Agreement, and as required by clause 10(1)(d) of the Act;
- h. **“Regional Emergency Management Coordinator”** means Coordinator, the person appointed by Council, and in accordance with the Agreement, as required by clause 10(1)(c) of the Act;
- i. **“Assistant Emergency Management Coordinators”** means a staff member appointed from the Town of Yarmouth to liaison with the Coordinator.
- j. **“Regional Emergency Management Organization”** means the organization established by the Agreement, and as required by clause 10(1)(b) of the Act;
- k. **“Regional Emergency Management Planning Committee”** the Committee established by the Agreement responsible for recommending policy and procedures to the Executive Committee for maintaining a reasonable state of preparedness for emergencies;
- l. **“Regional Emergency Management Plans”** means plans, programs or procedures prepared by the Regional emergency Management Organization that are intended to mitigate the effects of an emergency or a disaster and to provide for the safety, health,

or welfare of the civil population of property in the event of such an occurrence, as set out in clause 2(d) of the Act;

- m. **“State of Local Emergency”** means a state of local emergency declared by a municipality pursuant to the Act and the Regulations made pursuant thereto, and this Bylaw;
- n. **“Municipality”** means the Town of Yarmouth.

3.1 Regional Emergency Management Organization

Council hereby establishes a Regional Emergency Management Organization (REMO), and shall create an intermunicipal agreement with its partners, specifying funding, governance, and other requirements of Councils.

3.2 The Regional Emergency Management Organization shall consist of the following persons and committees:

- a. The Regional Emergency Management Executive Committee (Executive Committee);
- b. The Regional Emergency Management Coordinator (Coordinator);
- c. The Regional Emergency Planning Committee (Planning Committee);
- d. Assistant Emergency Management Coordinators (Assistants).

4.1 Regional Emergency Management Executive Committee

Council shall appoint representatives to the Executive Committee in accordance with the Agreement for such term as clause 16(b) of the Agreement provides.

4.2 The Council’s representative on the Executive Committee shall always be no fewer than two members of the Council, one of whom shall be the Mayor, as referenced in the REMO Agreement.

4.3 The Executive Committee shall, on behalf of REMO:

- a. Be responsible for the approval of REMO plans and policies;
- b. Recommend the annual budgets to Council;
- c. Provide direction to the Coordinator and the Planning Committee, as deemed appropriate by the Executive Committee from time to time;
- d. Brief Council on the development and approval of REMO plans and policies whenever required to do so by Council;
- e. Brief Council on developments during a State of Local Emergency when deemed necessary.

5.1 Regional Emergency Management Coordinator

The Coordinator and Deputy Coordinator shall be appointed in accordance with clause 21 of the Agreement.

5.2 The Coordinator shall:

- a. Be responsible to appoint a Chair of the Planning Committee;
- b. Coordinate and prepare REMO plans, training, and exercises;
- c. Be responsible for on-going public education programs related to emergency preparedness;

- d. Following the activation of the REMO Plan or a declaration of state of local emergency, coordinate municipal operations with those of the provincial and federal governments during a declared emergency;
- e. Ensure all emergency operations centers and equipment are fully operational;
- f. Perform such other duties as may be required by the Executive Committee.

6.1 Regional Emergency Planning Committee

The Planning Committee, as per the Agreement, section (17), shall be comprised of the Coordinator, the Deputy Coordinator, and the Assistant Coordinators.

6.2 The Planning Committee may include, but not limited to, persons responsible during an emergency to provide:

- a. Local Law Enforcement;
- b. Ground Search and Rescue;
- c. Fire Control Services;
- d. Municipal Public Works representatives;
- e. Provincial Department of Community Services and Red Cross;
- f. Provincial Department of Health and Wellness;
- g. Western Regional Housing Authority;
- h. Emergency Health Services;
- i. Provincial Department of Lands and Forestry;
- j. Provincial Department of Transportation and Infrastructure and Renewal;
- k. Telecommunications;
- l. Public Information Services;

6.3 The Planning Committee shall:

- a. Assist the Coordinator in the preparation and coordination of REMO Plans to maintain a reasonable state of preparedness for emergencies;
- b. Formulate policy and procedure recommendations, planning, training, and exercises.

7.1 Assistant Emergency Management Coordinators

The Assistant Emergency Management Coordinators appointed in accordance with clause 25 of the Agreement shall:

- a. Participate in Planning Committee meetings;
- b. Assure that the interests of the Town are served by participating in training, exercises, and responses.

8.0 Agreements

Council hereby agrees that the Executive Committee may enter into agreements with the Government of Canada, the Province of Nova Scotia, a Municipality, or any other person or organization, for the provision of services in the development and implementation of Regional Emergency Management Plans.

9.0 Budget Considerations

The Town shall share the normal operational costs of the REMO based on an annual budget divided proportionally based upon a blended formula including uniform assessment, population, and equal shares, in accordance with clauses 31,32 and 33 of the Agreement.

10.1 Declaration of a State of Local Emergency

Council may, when satisfied that an emergency exists or may exist in all or any area of its own Municipality, declare a State of Local Emergency in respect of their own Municipality or an area thereof.

10.2 If any of the Councils are unable to act promptly under section 12(2), the Mayor of the Town of Yarmouth and the Wardens of the Municipality of Argyle and Municipality of Yarmouth may declare a State of Local Emergency, subject to section 12(3) of the Act, in respect of their own Municipality or area thereof.

10.3 If both the Mayor and/or Wardens and Councils of the Municipality of the District of Argyle, the Municipality of the District of Yarmouth and the Town of Yarmouth are unable to act promptly to declare a State of Local Emergency in their own jurisdiction under section 15(2) of the Act, any one of the Mayor or Wardens may, subject to the provisions of sections 12(2) and 12(3) of the Act, declare a State of Local Emergency in regards to an emergency that exists or may exist in all or within any area of the Municipality of the District of Argyle, the Municipality of the District of Yarmouth or the Town of Yarmouth.

10.4 The Mayor of the Town of Yarmouth shall advise the members of the Executive Committee on the development of emergency management plans as soon as practicable.

11.1 Duties During an Emergency

Following the activation of any Regional Emergency Plan or a declaration of a state of local emergency:

- a. Every Councillor shall advise the Coordinator/Mayor as to their location and how they may be contacted.
- b. Every employee and agent of the Town who has a role in such emergencies as assigned in the Regional Emergency Management Plans, shall:
 - i. Advise the Coordinator of their location and how they may be contacted; and
 - ii. Fulfill such duties described in the emergency operational plan.

12.1 Repeal

Bylaw 24, Municipal Emergency Measures is repealed and replaced by the Bylaw 78, Regional Emergency Management Bylaw.

Clerk's Annotation for Official Bylaw Book

Date of Adoption: June 11th, 2021

I certify that this 'Regional Emergency Management Bylaw' was adopted by Council as indicated above.

Town Clerk:

Date:

Adopted

Date of First Reading	May 13 th , 2021
Notice of Intent to Consider	May 26 th & June 2 nd , 2021
Date of Second Reading	June 11 th , 2021
Date of Publication	June 23 rd , 2021

DRAFT

THIS INTERMUNICIPAL AGREEMENT sets forth a framework for a Regional Emergency Management Organization between:

THE MUNICIPALITY OF THE DISTRICT OF ARGYLE (MODA), a municipal body corporate pursuant to the Municipal Government Act:

And

THE MUNICIPALITY OF THE DISTRICT OF YARMOUTH (MODY), a municipal body corporate pursuant to the Municipal Government Act:

And

THE TOWN OF YARMOUTH (TOY), a municipal body corporate pursuant to the Municipal Government Act.

(Collectively, the "Municipalities")

WHEREAS: MODY and TOY previously entered into an Inter-Municipal Emergency Services Agreement effective August 1, 2015, which they intend to terminate to facilitate the entry into this Inter-Municipal Services Agreement;

AND WHEREAS the Emergency Management Act Section 10(1) & (2) specify the powers and duties of Municipalities;

AND WHEREAS all parties now wish to enter a new Inter-Municipal Emergency Services Agreement effective October 1, 2019

AND WHEREAS the Municipalities wish to take a regional approach to Emergency Management;

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

DEFINITIONS

(a) "Assistant Coordinator" means Assistant Regional Management Coordinators

(b) "CAO" means Chief Administrative Officer

- (c) "Capital Expenditure" means that REMO may, through their all hazards planning approach, identify and recommend the purchase of a capital asset to address a gap in the provision of emergency services. The asset may be required by one or all parties to this agreement. Should MODA, TOY and MODY unanimously agree that the asset shall be funded, the funding shall be in accordance with the funding allocation in appendix one of this agreement. Should two parties to this agreement agree, the allocation of funding shall be calculated as in appendix one, with two members instead of three.
- (d) "Concept of Operations" means the operational guidelines set forth to direct the operations of the Emergency Coordination Centre
- (e) "DFAA" means Government of Canada Disaster Financial Assistance administered by Public Safety Canada (PS)
- (f) "Deputy Coordinator" means the person charged to back up or replace the Regional Emergency Management Coordinator during all phases of emergency planning
- (g) "Emergency" means a present or imminent event in which a Municipality and/or Municipalities believe prompt coordination of action or regulation of persons or property must be undertaken to protect property or the health, safety or welfare of people within the Municipality/Municipalities.
- (h) "Emergency Management" means the prevention and mitigation of, preparedness for, response to and recovery from emergencies.
- (i) "Emergency Management Act" means Emergency Management Act, 1990, c. 8, s. 1; 2005, c. 48, s. 1 "Mutual Aid" means an agreement among emergency responders to lend assistance across jurisdictional boundaries. This may occur due to an emergency response that exceeds local resources, such as a disaster or a multiple-alarm fire.
- (j) "Coordination Centre" means Regional Emergency Coordination Centre
- (k) "Coordinator" means the Regional Emergency Management Coordinator
- (l) "Executive Committee" means Regional Emergency Management Executive Committee.
- (m) "REMO" means Regional Emergency Management Organization.

- (n) "Planning Committee" means Regional Emergency Management Planning Committee
- (o) "Uniform Assessment" means a measure of a municipality's financial health is *its* own-source revenue base as represented by the total uniform assessment. This figure is the total of the taxable property assessment plus the value of grants municipality receives from special property tax arrangements

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 Yarmouth County (including MODY, MODA & TOY) 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 60(1) of the Municipal Government Act and Section 10 (2) (c) of the Emergency Management Act.
4. The planning of and coordination of emergency service delivery during a real or imminent emergency as defined by the Emergency Management Act, shall be provided by the REMO.
5. This agreement is to provide for the determination, recommendation and facilitation of the training needs for municipal staff and elected officials within the REMO.

HOST MUNICIPALITY

6. MODA will be the Host Municipality.
7. The Region's Coordination Centre will be located at the existing EMO Centre at 225 Pleasant Street, Yarmouth. A secondary back up Coordination Centre will be located at the Rotary Centre, 107 Cemetery Road, Hebron, Yarmouth County.

8. The Host Municipality will be responsible for all administrative functions including financial, payroll, record keeping, minute taking and reporting on behalf of REMO during non-emergency situations.
9. The Host Municipality will maintain a set of books and accounts for the financial administration and record keeping of the REMO.
10. The Host Municipality will include the Coordinator's activities on their Municipality's liability insurance policy.
11. Each Municipality will maintain appropriate insurance coverage on its respective REMO assets.
12. The Host Municipality shall be responsible for the employment and/or contracting of the position of the Coordinator and Deputy Coordinator.

STRUCTURE

13. The REMO shall consist of an Executive Committee and a Planning Committee.
14. A Coordinator will be responsible for the execution of the activities of the REMO. Assistant Coordinators, as provided by each municipal unit will support the Coordinator in the execution of the REMO mandate.
15. A Deputy Coordinator will be responsible for the execution of the activities of the REMO if the Coordinator is not available as well as supporting the Coordinator in the normal activities of the REMO.

REGIONAL EMERGENCY MANAGEMENT EXECUTIVE COMMITTEE

16. The Executive Committee shall be responsible for the governance and direction of emergency preparedness activities within the region and to advise the appointing Councils pursuant to Section 10(1) (d) of the Emergency Management Act.
 - a. Each party to this Agreement shall appoint to the Executive Committee two (2) members of its Council, one of whom shall be the Mayor or Warden.

- b. Members of the Executive Committee are appointed for the same term of office as the Council that appoints them and shall 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.
- d. The Executive Committee shall annually elect one of its members to be chair and one to be vice-chair, who shall act in the absence or incapacity of the chair. The chair shall not be appointed for consecutive annual terms.
- e. The chair or other person presiding shall vote on every question before the Executive Committee.
- f. Quorum for the Executive Committee shall be 50% plus one with one representative from each unit.
- g. The Chief Administrative Officers for each Municipal unit as well as the Coordinator shall be non-voting members of the Executive Committee.
- h. The Deputy Coordinator and the Assistant Coordinators may attend meetings of the Executive Committee as non-voting members, if requested.

REGIONAL EMERGENCY MANAGEMENT PLANNING COMMITTEE

- 17.A Planning Committee shall be responsible for recommending policy and procedures to the Executive Committee for maintaining a reasonable state of preparedness for emergencies and shall consist of representatives of emergency services and other agencies who may have direct operational responsibilities in an emergency.
- 18.A Planning Committee shall be comprised of the Coordinator, the Deputy Coordinator and the Assistant Coordinators. This group's responsibility would be formulating policy & procedure recommendations, planning, training and exercises.
- 19. The Coordinator shall appoint a chair to the Planning Committee.

20. The Planning Committee will host quarterly stakeholder meetings to provide updates from the Planning Committee as well as receive updates and feedback from the stakeholder organizations.

The following are a list of typical agencies who may attend stakeholder meetings of the Planning Committee:

- Ground Search and Rescue
- Public Works
- RCMP
- Department of Community Services
- Canadian Red Cross
- Department of Health & Wellness
- Western Regional Housing Authority
- Fire Services
- Emergency Health Services
- Department of Lands and Forestry
- Department of Transportation & Infrastructure Renewal
- Yarmouth Amateur Radio Club
- Other agencies as required

REGIONAL EMERGENCY MANAGEMENT COORDINATOR

21. The Coordinator and the Deputy Coordinator will be hired by the three CAOs of the Region who will collectively be responsible for their performance management, following the Host Municipality's Human Resources Policies and Procedures.

22. Compensation associated with the Coordinator position will form part of the annual REMO operating budget. The CAOs are responsible for the description of responsibilities of the Coordinator.

23. The Coordinator shall have an annual evaluation of his/her performance by the CAO's of the three units in accordance with the policies and procedures of the Host Municipality.

ASSISTANT EMERGENCY MANAGEMENT COORDINATORS

24. The parties agree to each appoint a staff member as an Assistant Coordinator to act as a liaison with the Coordinator. It will be each Municipality's responsibility to fill vacancies in this position as they occur.

25. The Assistant Coordinators shall;

- a. Participate in the Planning Committee meetings.
- b. Assure that the interests of each unit are served.
- c. Assist the Coordinator with identification of emergency training requirements of staff from their respective Municipality.
- d. Participate in planned exercises as well as emergency responses throughout the Region.
- e. Other responsibilities as mutually agreed between the Coordinator and respective CAO's.

EMERGENCY OPERATIONS

26. The REMO shall be the organization directly responsible for the control and conduct of emergency response operations according to the plans and procedures adopted from time to time. REMO will request support from other agencies in accordance with formal or informal arrangements.

27. The REMO is authorized to operate, maintain and manage physical facilities for emergency activities at a centralized coordination facility.

28. The Host Municipality may contract with any person or organization, including a municipal unit which is party to this Agreement, for the provision of any service or facility necessary or advisable to carry out the responsibilities assigned to the REMO by this Agreement, within the approved budget.

29. 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 municipality and those assets shall remain the property of that municipality.

30. The REMO shall establish its own Concept of Operations for the Coordination Centre.

31. 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 Executive Committee and recommended by the Planning Committee.
- a. Any cost associated with the deployment of external resources of a responding municipality related to emergency management will be borne by the responding municipality. REMO shall maintain a separate accounting of costs incurred in the response to an emergency that are over and above the annual operating budget costs.
 - b. REMO will assist the respective municipal units in making application to other jurisdictions where re-imbusement opportunities are available through legislation and regulation in relation to expenses incurred as a result of emergency situations.
 - c. During an emergency, the REMO would be responsible to communicate any uninsured cost claims to Nova Scotia EMO, no matter if the emergency is affecting one municipal unit, two or all three. If the emergency extends past the county into other areas, their total would also be calculated by our staff to determine if the DFFA threshold is met. In such an event, the local Coordination Centre would activate, and municipal finance staff would take on the role of gathering the appropriate financial information to be forwarded to the Province.
32. The parties shall share the normal operational costs of the REMO based on an annual budget divided proportionally based upon a blended formula including uniform assessment, population and equal shares as indicated in **Appendix A**.
- a. The Executive Committee shall recommend to the parties of this Agreement an operating and budget by February 28 of the fiscal year prior to the fiscal year of the recommended budget. If the deadline is not met by the Executive Committee, the total budget figure shall remain at the same level as the prior year budget, or a different figure as agreed upon by all three CAO's. The approval of the operating and budget will be subject to the approval of the three municipal units.
 - b. The host municipality will invoice the other contributing Municipalities for their portion of the operating costs semi-annually based on the approved budget.

- c. If the REMO requires additional money for operating purposes, any such increase is subject to approval by all parties.
 - d. Assets identified as necessary for an individual municipal unit may be acquired and owned by that unit. However, it is mutually understood and agreed that assets acquired to support the activities of the REMO will be made available, as needed, to all parties of the Agreement. Cost sharing of the asset acquisition may be negotiated among the parties.
33. The fiscal year of the REMO shall be from April 1 to March 31 of the following year.
34. 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

35. This Agreement has effect commencing October 1, 2019.
36. This Agreement has effect from year to year until terminated by the agreement of all parties.
37. 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 31st day of March in a year to be specific in the notice of termination.
38. Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the REMO incurred up to the effective date of the withdrawal and any severance costs related thereto, should it apply.
39. In addition to the liabilities at the effective date of withdrawal, the party withdrawing from the agreement shall be responsible for their share of the subsequent year REMO operating costs. The party's percentage of costs shall be calculated using the prior year approved operating budget.

40. Upon dissolution of the REMO by unanimous consent of the parties, the parties are responsible for the liabilities of the REMO in proportion to the amounts contributed up to the effective dissolution date.

INDEMNIFICATION

41. 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

42. 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.


43. The parties acknowledge and agree that all headings are inserted for convenience only and do not form part of the Agreement.

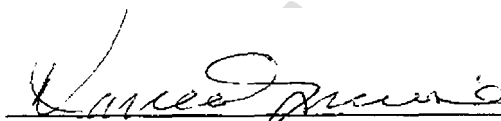
44. This Agreement is governed by the laws of Nova Scotia.

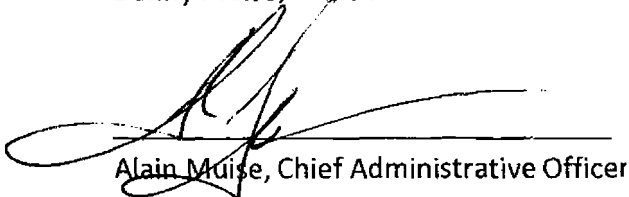
IN WITNESS WHEREOF the parties have executed this Agreement by their respective officials, duly authorized on behalf, on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

MUNICIPALITY OF THE DISTRICT OF ARGYLE

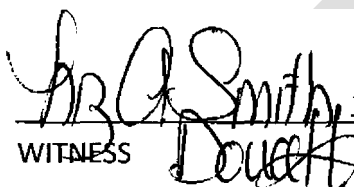

WITNESS

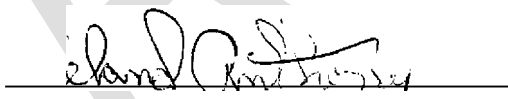

Danny Muise, Warden


Alain Muise, Chief Administrative Officer

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

MUNICIPALITY OF THE DISTRICT OF YARMOUTH

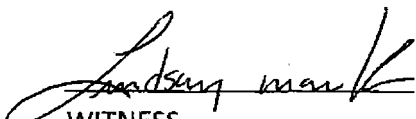

WITNESS


Leland Anthony, Warden

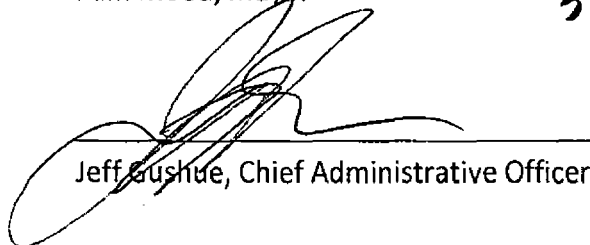

Victoria Brooks, Chief Administrative Officer

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

TOWN OF YARMOUTH


WITNESS


Pam Mood, Mayor


Jeff Bushue, Chief Administrative Officer



APPENDIX ONE - INTERMUNICIPAL AGREEMENT FUNDING FORMULA

Regional Emergency Measures Organization
 Funding calculation - initial contract
 October 1, 2019

	Uniform Assessment	%	Population	%
Municipality of the District of Argyle	516,021,031	31.46%	7,899	32.56%
Municipality of the District of Yarm.	696,165,033	42.44%	9,845	40.58%
Town of Yarmouth	428,103,121	26.10%	6,518	26.87%
	<u>1,640,289,185</u>	<u>100.00%</u>	<u>24,262</u>	<u>100.00%</u>
	Equal	%	All 3 Average	
Municipality of the District of Argyle	33.33%	33.33%	32.45%	
Municipality of the District of Yarm.	33.33%	33.33%	38.78%	
Town of Yarmouth	33.33%	33.33%	28.77%	
	<u>100.00%</u>	<u>100.00%</u>		

This funding formula shall have be recalculated upon the release of population census data from the Government of Canada and shall include the uniform assessment of the reference census year.

Lunenburg, Shelburne and Yarmouth County Unit Characteristics

	2016 Pop.	2011 Pop.	Pop. % Change	Total Private Dwellings	Private Dwellings Occupied by Usual Residents	Population Density per sq./km.	Land area in sq./km.
Municipality of Barrington	6646	6994	-5	3494	2974	10.5	632.35
Town of Clark's Harbour	758	820	-7.6	407	361	269.6	2.81
Municipality of Shelburne	4288	4408	-2.7	2635	1971	2.4	1821.07
Town of Shelburne	1743	1686	3.4	909	823	197.2	8.84
Town of Lockeport	531	588	-9.7	320	249	228.2	2.33
	13966	14496	-4.32	7765	6378	707.9	2467.4
Municipality of Argyle	7899	8252	-4.3	3821	3362	5.2	1528.17
Municipality of Yarmouth	9845	10105	-2.6	4981	4250	16.8	586.65
Town of Yarmouth	6518	6761	-3.6	6470	3116	616.9	10.57
	24262	25118	-3.5	15272	10728	638.9	2125.39
Municipality of Lunenburg	24863	25118	-1	14038	11010	14.7	1759.59
Municipality of Chester	10310	10599	-2.7	6492	4769	9.2	1122.11
Town of Bridgewater	8532	8241	3.5	4299	4077	325.9	13.63
Town of Mahone Bay	1036	943	9.9	571	501	332.1	3.12
Town of Lunenburg	2263	2313	-2.2	1206	1040	560.2	4.04
	47004	47214	1.5	26606	21397	1242.1	2902.49

REMO Potential Funding Formulas

Population & Uniform Assessment

	Pop.	%	UA	%	Avg. %	\$50K budget
Municipality of Barrington	6646	47.59%	446,234,547	43.28%	45.43%	\$ 22,716.63
Town of Clark's Harbour	758	5.43%	39,346,562	3.82%	4.62%	\$ 2,310.91
Municipality of Shelburne	4288	30.70%	419,019,393	40.64%	35.67%	\$ 17,835.78
Town of Shelburne	1743	12.48%	93,320,138	9.05%	10.77%	\$ 5,382.82
Town of Lockeport	531	3.80%	33,131,503	3.21%	3.51%	\$ 1,753.86
	<u>13966</u>	<u>100.00%</u>	<u>1,031,052,143</u>	<u>100.00%</u>	<u>100.00%</u>	<u>\$ 50,000.00</u>

Population, Uniform Assessment & an Equal Share

	Pop.	%	UA	%	Equal Share	Avg. %	\$50K budget
Municipality of Barrington	6646	47.59%	446,234,547	43.28%	20%	36.96%	\$ 18,477.75
Town of Clark's Harbour	758	5.43%	39,346,562	3.82%	20%	9.75%	\$ 4,873.94
Municipality of Shelburne	4288	30.70%	419,019,393	40.64%	20%	30.45%	\$ 15,223.85
Town of Shelburne	1743	12.48%	93,320,138	9.05%	20%	13.84%	\$ 6,921.88
Town of Lockeport	531	3.80%	33,131,503	3.21%	20%	9.01%	\$ 4,502.58
	<u>13966</u>	<u>100.00%</u>	<u>1,031,052,143</u>	<u>100.00%</u>	<u>100.00%</u>	<u>100.00%</u>	<u>\$ 50,000.00</u>