



NOTICE

- MEETING:** Regular Council Meeting
- DATE:** Wednesday December 3rd, 2025
- TIME:** 5:30pm (Immediately following the COTW Meeting)
- PLACE:** Council Chambers, 8296 Highway 7, Sherbrooke

Please Advise If Unable To Attend



Municipality of the District of St. Mary's

Regular Council Meeting
Wednesday, December 3rd, 2025

We acknowledge that we are gathering in Mi'kmaqi the traditional unceded territory of the Mi'kmaq people.

1. Call to Order
2. Roll Call
3. Additions to the Agenda
4. Approval of the Agenda
5. Approval of Minutes of Council Meeting held November 19th, 2025
6. Business Arising from Minutes
 - a. CAO Report for November will be presented to Council in January, due to cancellation of December 17th meeting of Council
7. Recommendations from Committees of Council
 - a. Committee of the Whole – November 19th, 2025
8. Outside Committee Reports
 - a. Port Bickerton & Area Planning Association – October 27th/November 24th, 2025
 - b. Guysborough Community Health Board – October 10th/November 10th, 2025
9. Other Matters of Business

Adjournment

A 10-minute question and answer period pertaining to agenda items.



Municipality of the District of St. Mary's

Regular Council Meeting
Wednesday, November 19th, 2025

We acknowledge that we are gathering in Mi'kma'ki the traditional unceded territory of the Mi'kmaq people.

1. Meeting, Date & Time:

The Regular Council meeting of the St. Mary's Municipal Council was called to order on Wednesday November 19th, 2025, at 5:02pm in the Council Chambers Sherbrooke, N.S.

2. Attending:

Warden James Fuller
Deputy Warden Beulah Malloy
Councillor Dana O'Connell
Councillor Scott Beaver

Absent with Regrets:

Councillor Emma Tibbo

Also Attending:

Lesley McFarlane, Chief Administrative Officer (CAO)
Jadzia Rudolph, Municipal Clerk
Keren Ruller, Director of Economic Development

3. Additions to the Agenda:

- Addition of #9 Other Matters of Business item a. COTW/Council Meeting Schedule for December.

4. Approval of Agenda:

Warden Fuller called for additions to the agenda, there being no other additions to the agenda, Council approved the agenda as with the addition.

Motion approved.

5. Approval of Previous Minutes:

Warden Fuller called for omissions, errors, or amendments to the minutes, there being no omissions, errors or amendments to the previous minutes, Council approve the minutes from the Council meeting held October 15th, 2025.

Motion approved.

6. Business Arising from the Minutes:

- a. Future Distribution of Newsletter in Case of Postal Strike
 - Lesley McFarlane, Chief Administrative Officer (CAO) informed Council that in the event of another postal strike, the monthly newsletters will be sent out to local community centres, the small library lending boxes, and local stores such as the grocery store. As well, council members can distribute to their constituents.

- b. Staff Report – EMO: St. Mary’s Drought Response
- Lesley McFarlane, Chief Administrative Officer (CAO) informed Council that for the past three months the St. Mary’s Emergency Management Organization Team has provided over 27,000 liters of water to residents experiencing dry wells due to the drought conditions.
 - A meeting was held by the EMO Team at which the Emergency Coordination Centre (ECC) was deactivated in accordance with the St. Mary’s Emergency Management Plan. The EMO Team will follow up with drought debriefing and future planning for improvements.

7. Recommendations from Committees of Council:

a. Committee of the Whole – October 15th, 2025

On motion of Deputy Warden Malloy seconded by Councillor Beaver, Council agreed to research all options and avenues for pedestrian safety at the intersection of Highway 7 and Mainstreet in front of the local grocery store (Clover Farm).

Motion approved.

b. Committee of the Whole – November 3rd, 2025

No recommendations were made at this meeting.

8. Outside Committee Reports

- a. St. Mary’s Association for Rural Transit (SMART-GO) – October 7th, 2025
- Please see the agenda/package for the outside committee report

9. Other Matters of Business:

- a. COTW/Council Meeting Schedule for December.
- Council unanimously agreed to cancel the December 17th COTW meeting and move the regular Council meeting to the December 3rd date after the COTW.

On motion of Deputy Warden Malloy and seconded by Councillor O’Connell, Council agreed to move the Council meeting scheduled for December 17th, 2025, to immediately following the COTW meeting scheduled for December 3rd, 2025, and to cancel COTW meeting scheduled for December 17th, 2025.

Motion approved.

10. CAO Report:

- Please see the agenda/package for the report.
- Lesley McFarlane, Chief Administrative Officer (CAO) informed Council of the following:
 - Awarding the Contract for the water tower design will be coming to council soon
 - The Director of Economic Development has received the 3-D Wave Flood line mapping resource
 - The draft *Dangerous and Unsightly* policy and *Surplus Land* policy will be coming to Council for adoption
 - Climate change initiatives were discussed, and the municipality applied for an extension for the solar feasibility study RFP
 - The Regional Emergency Management Organization (REMO) position application has been submitted and approved
 - Staff held an Electric Vehicle Charger Kick-Off which was attended by some residents
 - Tourism promotional updates were provided, and further information will be available at the next meeting this afternoon (November 19th COTW)

- Some municipal events are upcoming, such as Volunteer Awards are scheduled for December 4th, the Merry and Bright Holiday Trip on December 19th, and the Healthcare Professionals appreciation Event scheduled for this winter.
- Capital Projects were discussed such as the Recplex upgrades and water treatment plant heating and cooling system replacement which have been completed, public works garage has been upgraded with new electrical, roof was replaced on the water pump house, and the Recplex ammonia detection system was upgraded.

Adjournment

On motion of Warden Fuller, there being no further matters of business, the Council adjourned at 6:26pm.

Motion approved.

Recorded By
Jadzia Rudolph, Municipal Clerk

Approved By
Warden Fuller



Municipality of the District of St. Mary's

Wednesday December 3rd, 2025
Council Meeting

Recommendations from Internal Committees of Council

Committee of the Whole – November 19th, 2025 *(Absent Councillor Tibbo)*

No recommendations were made at this meeting.



Report to Council

Member of Council: Deputy Warden Malloy

Board/Agency/Organization: Port Bickerton Lighthouse

Date Attended: Oct. 27, 2025 /Nov. 24, 2025 Location: PB Community Centre

October 27/2025

Minutes reviewed from last meeting and approved.

Financial report was given and approved

Donation to the St. Marys Basketball team for \$400 to help cover the cost for referees.
The cost is 200 per game.

Penny Auction to be held on Nov.9/2025.

Financial Sponsorships to help with the Arts Festival have been received.

November 24/2025

Minutes and Financial reports were given and approved

Fund raiser Penny Auction held on Nov.9th brought in \$1094

Chase the Ace is now up to \$8900 with 11 cards left.

Next meeting date is January 26/2026



Report to Council

Member of Council: Emma Tibbo

Board/Agency/Organization: Guysborough Community Health Board

Date Attended: October 14/Nov 10

Location: Virtual

Agenda:

Key Highlights:

The committee talked about upcoming funding and the future of the community health board. At the latest meeting it was discussed that there will be a meeting held with Greg Morrow and Michelle Thompson. Members were asked to send any questions or concerns we would like to be addressed.

Regional Emergency Management Organization (REMO) – Grant Funding

SUMMARY

The Guysborough County REMO members have been informed that the application for \$60,000 in grant funding to support the implementation of the REMO has been approved. Council is requested to accept the grant funding and authorize staff to sign the letter of agreement to continue work towards implementing a REMO within Guysborough County.

BACKGROUND

In 2024, the Province of Nova Scotia introduced legislation that enabled the Minister of Emergency Management to establish requirements for regions within the province to form and operate a Regional Emergency Management Organization (REMO).

As part of the legislation, capacity grants are being provided by the Department of Emergency Management to help municipalities form a REMO and support sustainable municipal emergency management operations. The objective of the capacity grant is to support REMOs, meet provincial standards for regional emergency management planning and response, increase local capacity for emergency management coordination, encourage sustainable project and staff models, and promote regional collaboration through shared project and staff arrangements.

Work has been underway through the summer by administrative representatives from all three municipal units within Guysborough County, along with the Provincial EMO representatives to assist the three municipal units in complying with the new legislation and developing a regional REMO. The three parties applied jointly for the provincial REMO capacity grant in fall 2025.

CONSIDERATIONS

In November 2025, the Department of Emergency Management confirmed that the Guysborough County REMO has been approved to receive the grant in the amount of \$60,000 for 2025-26. The municipality can now accept the grant funding.

These capacity grants are expected to be in place for four years to assist in offsetting costs associated with the new REMO requirement; the current fiscal year is the first of these four years. Based on preliminary information provided by the Department of Emergency Management, the Guysborough REMO is expected to be eligible for \$60,000 in year two, \$30,000 in year three and \$15,000 in year four.

Staff Report



Next steps in the process will be finalizing a workplan to develop an intermunicipal agreement, outline a governance structure, and determine budget/funding allocations. A REMO By-Law will also need to be created and implemented, and the position will need to be filled within this fiscal year.

Once the position is filled, the new staff member will lead the three municipalities through the process of developing our regional EMO plan.

RECOMMENDATIONS

That Council accept the Guysborough County REMO Capacity grant funding from the Department of Emergency Management.

Attachments:

REMO Guysborough County Capacity Grant Funding Award Letter
REMO Capacity Grant Program - Letter of Agreement



**Emergency Management
Office of the Minister**

Duke Tower, 5251 Duke Street, Halifax, Nova Scotia, Canada B3J 1P3 • Telephone 902-424-5620 • Minister.EmergencyManagement@novascotia.ca

November 6, 2025

Shawn Andrews

Via email: sandrews@modg.ca

Dear Shawn Andrews:

I'm pleased to advise that your application to the REMO Capacity Grant Program was successful. Guysborough REMO has been approved to receive the amount of \$60,000 for 2025-26.

Please note, if your grant application requested multi-year funding, this letter confirms current year funding approval only. Applications seeking funding in 2026-27 and beyond will be evaluated and confirmed later.

We ask you acknowledge receipt of this grant and indicate your acceptance by completing these steps:

1. Sign the enclosed Letter of Agreement and return it to REMOgrants@novascotia.ca. The letter must be signed by an authorized representative of each municipal unit receiving the grant funding.
2. Submit a workplan that outlines key activities, timelines and budget allocation for the approved project.

We also ask you to be aware of reporting requirements detailed in the Letter of Agreement:

1. Submit an interim progress report by February 27, 2026.
2. Submit a final report no later than 60 days following project completion.

The REMO Capacity Grant Program helps municipal units build capacity and work to achieve provincial standards. We recognize municipal units may be in transition while forming or joining REMOs, and that future needs can change. Please be in touch with the department if your grant application needs to be updated.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kim Masland'.

Hon. Kim Masland
Minister of Department of Emergency Management

Letter of Agreement

Program: REMO Capacity Grant Program
REMO: Guysborough REMO (referred to herein as “Proponent”)
Project: Funding to establish REMO and hire an emergency management coordinator.
Project #: REMO 2025-04
Approved Grant Funding: \$60,000

The following schedules form part of the Terms and Conditions:

- Schedule A – Statement of Work
- Schedule B – Cost Eligibility

Funding approval for the above-noted project is subject to the acceptance of the following Terms and Conditions.

The purpose of this document is to set out the terms and conditions agreed to by the Proponent in relation to the grant funding that the Department of Emergency Management (“DEM”) provides to the Proponent to support the delivery of the Proponent’s project (hereinafter referred to as the “Project”), as described in Schedule A to this document, and as per the application received by DEM.

TERM

- These Terms and Conditions, herein referred to as the “Agreement”, come into effect on the date of the Proponent’s signature, and end on March 31, 2026, unless terminated earlier in accordance with this Agreement.
- The parties may extend the term of this Agreement by written amendment at any time.

TERMINATION

- This Agreement may be immediately terminated by DEM without further liability, damage, or cost, if, in the opinion of DEM, the Proponent has breached or defaulted or failed to comply with any of the terms and conditions of this Agreement and has failed to remedy the same after being given 30 days notice in writing to remedy the breach, default or failure.
- In the event of termination, any funds provided to the Proponent which remain unspent, or which were provided for a deliverable not yet provided at the date of termination or expiration of this Agreement, must immediately be returned to DEM.
- DEM may immediately terminate the Agreement if any of the following events (“Termination Events”) occur, and such termination events are not cured by the Proponent within 30 days of DEM providing notice of the Termination Event:
 - The Proponent has presented false or misleading information or made false representations.
 - The Proponent makes a material misrepresentation or omission or provides materially inaccurate information.
 - The Proponent’s acts or omissions constitute a substantial failure of performance.
- DEM in its sole discretion may extend the curation period outlined in Article 6, if deemed appropriate in the circumstances.

DISPUTE RESOLUTION

- The Parties will use reasonable efforts to find a satisfactory resolution to any conflict regarding the interpretation or application of this Agreement.
- The Parties will in good faith endeavour to resolve differences, conflicts or disagreement through direct dialogue and discussion.

ROLES AND RESPONSIBILITIES

- The approved grant funding amount will be provided to the Proponent by DEM following the Proponent's signature on this Agreement, and the delivery of the signed Agreement to DEM.
- All references to monetary amounts in this Agreement or any Schedule shall be to Canadian dollars.
- The Proponent will use the grant funding for eligible costs as detailed in Schedule B to this Agreement, for the purpose of carrying out the Project as detailed in Schedule A to this Agreement, and for no other purpose.
- All interest accrued from the funding provided by DEM to the Proponent shall be used towards eligible expenses incurred for this Project.
- The Proponent will immediately notify and seek approval from DEM in writing if it becomes aware of any significant changes in circumstances that may affect the project timelines or scope.
- Project costs will only be eligible from April 1, 2025, to March 31, 2026, unless otherwise approved by DEM.
- The Proponent will be responsible for any costs incurred in carrying out the project over and above the approved amount.
- The Project must be completed by the end date included in Schedule A (the "End Date") unless otherwise agreed to in writing. If the Project may not be completed by the End Date, the Proponent is responsible to notify DEM at least one month prior to the End Date in writing. Rationale for why the project will not be complete by the specified End Date must be included in the notification.
- The Proponent must submit to DEM a summary of expenditures and an account of key activities and outcomes within 180 days of the project Start Date and within 60 days of the project End Date.
- The Proponent will refund to the Government of Nova Scotia any unexpended portion of the grant funding and any amounts expended for purposes other than for those specified in this Agreement.
- The Proponent shall, without limiting their obligation or liabilities and at the Proponents' own expense, provide, maintain, and pay for, all insurance, including that required under the Workers Compensation Board, which it is required by law to carry, or which it considers necessary.
- If the Proponent engages contractors or subcontractors for the purpose of performing the Proponent's obligations under this Agreement, the Proponent will ensure that it takes prudent and reasonable steps in selecting contractors or subcontractors. The Proponent will ensure that contractors or subcontractors engaged have appropriate commercial general liability insurance, however, such insurance shall not be required by contractor or subcontractors carrying out solely administrative tasks such as research, inspection, or evaluation services.
- Unless otherwise agreed to, the Proponent shall follow the intent of the Nova Scotia Government Procurement Policy in awarding contracts.

- The Proponent cannot claim any portion of Provincial sales tax, goods and services tax, or harmonized sales tax for which the Proponent is eligible for a rebate, and any other costs eligible for rebates.
- The Proponent will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of each Project it participates in for at least six (6) years after the Agreement End Date and that the Province has the contractual right to audit such accounts and records.
- The Proponent will ensure all provincial funding provided is only used for eligible project costs as identified in Schedule B (Cost Eligibility).
- The Proponent shall ensure that the Project is conducted in compliance with all applicable laws.

INDEMNITY

- The Proponent shall indemnify and hold harmless the Province of Nova Scotia, its Ministers, employees, servants and agents from and against all damages, costs, losses, expenses (including legal fees), claims, demands, actions, suits or other proceedings of any kind or nature, in relation to the Project, which they, or any of them, may at any time incur or sustain as a result of or arising directly or indirectly and whether by reason of anything done or omitted to be done, as a result of negligence or otherwise, from the performance of any default or delay in the performance of the Proponent's obligations under this Agreement. Notwithstanding the foregoing, the Proponent shall not be liable for any indirect or consequential damages sustained by the Province of Nova Scotia.
- DEM shall not be liable for any loan, capital lease or other long-term obligation in relation to the Project.

ENTIRE AGREEMENT

This Agreement and Schedules attached or referred to constitute the whole Agreement between the parties unless duly modified in writing and signed by both parties. No representation or statement not expressly contained in this Agreement shall be binding on either party.

GOVERNING LAWS

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Nova Scotia.

CONSENT TO BREACH NOT WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, a waiver of, or excuse for any different or subsequent or a continuation of the same breach unless expressly stated.

PARTIAL INVALIDITY

If any term or provision of this Agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement may, at DEM option, remain in full force and effect and such term or provision shall be deemed removed from the Agreement.

CONFLICT OF INTEREST

The Proponent confirms and warrants that it will, for the duration of this Agreement, avoid and immediately notify DEM of any interest, pecuniary or otherwise, in any business matter that would put it in a real and/or apparent conflict of interest. The Proponent shall immediately notify

DEM in writing should any real and/or apparent conflict of interest arise that could have a direct impact on DEM contribution to the operation.

AUTHORITY

- The signatories of this Agreement personally warrant that they have the full power and authority to enter into this Agreement on behalf of their respective principals and that the person signing this Agreement on behalf of each has been properly authorized and empowered. Each party further acknowledges that it has read the Agreement, understands it, and agrees to be bound by it.
- This Agreement (and any amendments) may be signed in several counterparts. A copy of a signed counterpart may be delivered email or other electronic means which shows a reproduction of the signature and the copy will be deemed to be a signed original.
- All representations and obligations contained in this Agreement on the part of each of the Parties expressly or by nature shall survive the early termination or expiration of this Agreement until they are satisfied or until they expire by nature.
- This Agreement must be signed and returned to DEM. Failure to do so may result in loss of grant funding.

On behalf of the Proponent, I accept and agree to the above Terms and Conditions.

Municipality of the District of Guysborough

Name: _____ Title: _____
Signature: _____ Date: _____

Municipality of the District of St. Mary's

Name: _____ Title: _____
Signature: _____ Date: _____

Town of Mulgrave

Name: _____ Title: _____
Signature: _____ Date: _____

Please return a scan of the signed agreement to DEM via email: remogrants@novascotia.ca

SCHEDULE A - STATEMENT OF WORK

Program:	Remo Capacity Grant Program
Proponent:	Guysborough REMO
Project Number:	REMO 2025-04
Project Scope:	Funding to establish REMO and hire an emergency management coordinator.
Project Approval Date:	November 4, 2025
Project End Date:	March 31, 2026
Initial Reporting Due:	February 27, 2026
Final Reporting Due:	May 31, 2026

SCHEDULE B - COST ELIGIBILITY

ELIGIBLE EXPENDITURES

- Grants may be used to hire employees or consultants, purchase equipment for a shared emergency operations center, purchase supplies, develop governance and operating procedures, or organize training. Projects must be incremental to current capacity and connected to provincial standards.

INELIGIBLE EXPENDITURES

- Municipalities may not use the grant funding for vehicle purchases or day-to-day operating costs.

As of September 2025, the provincial government is exploring coordinated approaches to mapping systems, computer-aided dispatch, records management systems, and public alerting. Technology purchases in any of these four areas are not eligible expenses in the 2025-26 year. Eligibility of requests in these areas for future years will be determined once the broader direction on these technology platforms is established.