



**Before we begin our meeting, we would like to acknowledge that Stewiacke is in Mi'kma'ki, the ancestral and unceded territory of the Mi'kmaq people.**

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1. Call to Order
2. Attendance
3. Approval of / Changes to Agenda
4. Disclosure of Interest on Agenda Items
5. Approval of Minutes
6. Announcements / Proclamations
7. Presentations - None
8. Written Petitions and Correspondence
9. Business

Staff Reports:

- a) STEPP MOU
- b) Town Vehicle Purchase Report

Budget

- c) 2025-2026 Budget

Committee Reports

- d) Planning Advisory Committee



**COUNCIL AGENDA**  
**Thursday May 22, 2025 AT 7:00 PM**  
**Council Chambers Stewiacke NS**

10. By-laws and Policies

A) Bylaw & Policy Committee - Town Committee Policy

11. Citizen Comments

12. Mayor Report

13. Councillors Reports

14. In-Camera Session

15. Notice of Motion and Reconsideration

16. Adjournment



**Before we begin our meeting, we would like to acknowledge that Stewiacke is in Mi'kma'ki, the ancestral and unceded territory of the Mi'kmaq people.**

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1. Call to Order @ 7PM
2. Attendance

<b>Town Council</b>	<b>Position</b>
Doug Glasser	Mayor, Town of Stewiacke
Rebecca Rogers-Laing	Deputy Mayor, Town of Stewiacke
David LeBlanc	Councillor, Town of Stewiacke
Suzanne Lutz	Councillor, Town of Stewiacke
Pam Osborne	Councillor, Town of Stewiacke
Marc Seguin	CAO, Town of Stewiacke
Helen Young	Manager, Finance
Erin Richard	Director, Community Development

3. Approval of / Changes to Agenda

<b>Motion to Approve Agenda:</b>	<b>Approved By:</b>
First	Councillor Osborne
Second	Councillor Leblanc
<b>Result</b>	Carried as amended



**COUNCIL MINUTES  
THURSDAY APRIL 24, 2025 AT 7:00 PM  
Council Chambers Stewiacke NS**

- 4. Disclosure of Interest on Agenda Items - NONE
- 5. Approval of Minutes

Minutes March 20, 2024 moved with changes. Change 9.2 to moved by Councillor Osborne and 2<sup>nd</sup> by Councillor Daivid Leblanc.

- 6. Announcements / Proclamations - NONE
- 7. Presentations - NONE
- 8. Written Petitions and Correspondence - NONE
- 9. Business

**Staff Reports:**

**A) MPAL REPORT**

Motion that the municipal physical activity, Leader strategy be received and that Council approve the municipal Physical Activity Leader Strategy for the town of Stewiacke. For the next 5 years, 2025 to 2030 as presented, and that council authorizes the Cao to sign the updated memorandum of understanding with the province of Nova Scotia.

<b>Motion to Approve Agenda:</b>	<b>Approved By:</b>
First	Councillor Councillor Osborne
Second	Councillor David Leblanc
<b>Result</b>	Carried

**B) Town of Stewiacke Water Infrastructure and Supply Update**

*I'll make that motion that the town water infrastructure, update report be received and that council confirm receipt of the Wsp report. Final*



**COUNCIL MINUTES**  
**THURSDAY APRIL 24, 2025 AT 7:00 PM**  
**Council Chambers Stewiacke NS**

*Memo Source analysis proposed groundwater study from Pw. 2,101, and that council authorized the Cao to sign a change order with WSP. Engineering to complete the groundwater withdrawal application at a cost of \$13,970, not including HST. On a time and materials basis. and that this amount be included within the 2025, 2026, Budget.*

<b>Motion to Approve Agenda:</b>	<b>Approved By:</b>
First	Councillor Pam Osborne
Second	Deputy Mayor Rogers Laing
<b>Result</b>	Carried

Other Business:

C) 2025-2026 Budget

*Motion That council approve the water utility operating budget for 2025-2026.*

<b>Motion to Approve Agenda:</b>	<b>Approved By:</b>
First	Councillor Pam Osborne
Second	Deputy Mayor Rogers Laing
<b>Result</b>	Carried

10. By-laws and Policies

11. Citizen Comments

12. Mayor Report

13. Councillors Reports

14. In-Camera Session

RE: Contract Negotiations / Acquisition, sale, lease and security of Municipal Property

Motion to go in camera at 8:06PM



**COUNCIL MINUTES**  
**THURSDAY APRIL 24, 2025 AT 7:00 PM**  
**Council Chambers Stewiacke NS**

<b>Motion to Approve Agenda:</b>	<b>Approved By:</b>
First	Deputy Mayor Rogers Laing
Second	Councillor Lutz
<b>Result</b>	Carried

Motion to go out of camera at 8:32PM

<b>Motion to Approve Agenda:</b>	<b>Approved By:</b>
First	Councillor Leblanc
Second	Councillor Lutz
<b>Result</b>	Carried As Amended

15. Notice of Motion and Reconsideration

16. Adjournment @ 8:33PM



To: Council

From: Erin Richard

Re: Central Nova Scotia Tourism Development Society- Memorandum of Understanding

Date: May 08, 2025

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## **RECOMMENDATION**

That Council approval the Memorandum of Understanding (MOU) related to the formation of a Regional Tourism Society.

## **ORIGIN**

In early 2023, Colchester County, the Town of Truro, the Town of Stewiacke, Millbrook First Nation, and regional tourism stakeholders recognized the need for a unified tourism strategy. They proactively engaged Tourism Atlantic (ACOA) in the process and, in November 2023, issued a Request for Proposal to identify a consulting firm to facilitate the creation of Tourism Atlantic's Strategic Tourism Expansion Program (STEP).

### Tourism Marketing Levy:

In November 2022, the Province of Nova Scotia passed new legislation through the Municipal Government Act (Bill No. 24), allowing municipalities to introduce a Tourism Marketing Levy. In April 2024, the Town of Truro, Town of Stewiacke, County of Colchester, and Millbrook First Nation implemented a Tourism Marketing Levy. The levy is managed by the Municipality of Colchester and the Town of Truro, on behalf of all the partnering municipalities. An MOU was signed by the four parties in 2023, outlining the intent to develop the STEP and pool regional marketing levy funds to execute the recommendations of the STEP.

Town of Stewiacke | 295 George Street | P.O. Box 8 | Stewiacke, NS B0N 2J0  
Office 902-639-2231 | Fax 902-639-2221 | Email [town@stewiacke.net](mailto:town@stewiacke.net)



## **Background**

At the February 27<sup>th</sup>, 2025 Council meeting, Council adopted the recommendations of the Regional Strategic Tourism Expansion Program (STEP) Report and directed staff and legal counsel to proceed with the formation of a Tourism Society.

A draft MOU has been prepared and reviewed by legal counsel, who have recommended proceeding with its execution and have indicated they are comfortable with the terms. The MOU outlines an agreement between Colchester, Millbrook, Truro, and Stewiacke to establish a Tourism Society. This Society would manage regional marketing levy funds, guided by the recommendations of the STEP report. The MOU also details the composition of the Society's membership, its duties, and reporting obligations.

Once established, the Tourism Society would serve as the core accountability body for the use of tourism marketing levy dollars.

An Executive Committee has been created to oversee and guide staff's work related to member recruitment, staffing, operational framework development, and funding approvals. The Executive Committee is comprised of one Council representative from each municipal partner. Councillor Osborne has been appointed as Stewiacke's representative.

The Executive Committee met on April 24, 2025, and will meet again on May 15 to review and provide final comments on the MOU.

## **DISCUSSION**

Nil.

## **POLICIES/LEGISLATION**

STEP- Memorandum of Understanding with County of Colchester, Town of Stewiacke, Town of Truro, and Millbrook First Nation.

Town of Stewiacke By-Law Number 2023-01 Marketing Levy Bylaw.



## FINANCIAL

No financial commitment is required.

Monies received through the Marketing Levy (Truro, Stewiacke, Colchester and Millbrook) will fund the use of a website, part time data coordinator, and implementations from STEP.

## CONSULTATIONS

Marc Seguin, CAO, Town of Stewiacke

Jenn Mantin, Economic Development Officer, County of Colchester

Alison Grant, Manager of Strategic Initiatives and Communications, Town of Truro

## ATTACHMENTS

Appendix A- MOU Tourism Society Formation

Appendix B- Memo Burchell MacDougall

Appendix C- STEP Recommendation Clip

## CONCLUSION

Staff encourage approval of the Memorandum of Understanding (MOU) related to the formation of a Regional Tourism Society.

Approved by: Marc Seguin  
**Marc Seguin**  
**Chief Administrative Officer**

Town of Stewiacke | 295 George Street | P.O. Box 8 | Stewiacke, NS B0N 2J0  
Office 902-639-2231 | Fax 902-639-2221 | Email [town@stewiacke.net](mailto:town@stewiacke.net)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BETWEEN:

**THE MUNICIPALITY OF THE COUNTY OF COLCHESTER**, a municipal body corporate pursuant to Section 7 of the *Municipal Government Act* (Nova Scotia) (“**Colchester**”)

OF THE FIRST PART

- and -

**TOWN OF TRURO**, a municipal body corporate pursuant to Section 8 of the *Municipal Government Act* (Nova Scotia) (“**Truro**”)

OF THE SECOND PART

- and -

**TOWN OF STEWIACKE**, a municipal body corporate pursuant to Section 8 of the *Municipal Government Act* (Nova Scotia) (“**Stewiacke**”)

OF THE THIRD PART

- and -

**MILLBROOK FIRST NATION**, a First Nations Band pursuant to the *Indian Act* (Canada) (“**Millbrook**”)

OF THE FOURTH PART

**WHEREAS** Colchester, Truro, Stewiacke and Millbrook (collectively the “**Parties**” and individually a “**Party**”) have imposed marketing levies upon persons who, for a daily charge, fee or remuneration purchase accommodations in their respective municipalities or First Nation (with respect to each Party the “**Marketing Levy**” or collectively the “**Marketing Levies**”);

**AND WHEREAS** the Parties wish to collaborate on the formation of a society (the “**Society**”) pursuant to the *Societies Act* (Nova Scotia) which Society will support tourism marketing and development in the geographic region of Nova Scotia that is made up of the Parties’ respective territorial jurisdictions, including through the management and distribution of Marketing Levies in accordance with a regional marketing strategy;

**AND WHEREAS** the Parties wish to enter into this MOU to confirm their mutual agreement with respect to the intended formation of the Society and the Parties' respective commitments to the Society;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** the parties wish to set forth in this MOU their intent with respect to the ongoing negotiations:

1. **Formation of Society.** The Parties agree to form the Society pursuant to the *Societies Act* (Nova Scotia), with the following structure:
  - a. **Name:** The Society shall be named the Central Nova Scotia Tourism Development Society.
  - b. **Objectives:** The objectives of the Society shall be to execute activities for purposes of tourism marketing and development in the geographic region of Nova Scotia that is made up of the Parties' respective territorial jurisdictions.
  - c. **Members:** The members of the Society shall be the Parties (or, if required by law, an individual representative on behalf of the each of the Parties) and any person named as a Director of the Society from time to time.
  - d. **Directors:** There shall be Eleven (11) Directors, subject to flexibility for purposes of quorum to allow the Society to operate during any period where there may be vacancies, as follows:
    - i. One (1) Director who is also a Councillor of that Party, representing a total of Four (4) Directors (the "**Councillor Directors**");
    - ii. Three (3) Directors representing the accommodations sector comprised of: (i) One (1) Director representing a hotel or motel; (ii) One (1) Director representing short term rentals by owners, such as Airbnb or Vrbo; and (ii) One (1) Director representing smaller accommodations such as Bed & Breakfasts or similar accommodations; and
    - iii. Four (4) Directors representing various tourism operators other than accommodations.

Provided that, in the event that, despite attempts acting reasonably and in good faith, the Director positions identified at paragraph 1(d)(ii) or (iii) above are not able to be filled with a person representing the identified group, such Director position could be filled by any person representing any of the identified groups in paragraph 1(d)(ii) or (iii). For example, if no person is able and willing to serve as Director representing smaller accommodations such as Bed & Breakfasts or similar accommodations, then that Director position may be filled by any person representing any of a

hotel or motel, short term rentals by owners, or tourism operators other than accommodations.

Additionally, each of the Parties may appoint a person as a non-voting Ex-Officio Director on the Society Board which shall not be required to be a Councillor and may be a staff member.

- e. **Appointment of Directors:** Except for Councillor Directors which shall be appointed by the respective Parties, all other persons nominated for election to the Board of Directors, whether by the members at an Annual General Meeting, or by the Directors to fill a vacancy may only be eligible to be elected a Director if their election is first approved by  $\frac{3}{4}$  of the Councillor Directors.
- f. **Membership Ceases:** The membership of a Party shall cease if at any time that Party does not have a signed and binding Operating Agreement with the Society as detailed herein. Additionally, a Director shall cease to be a member if they are no longer a Director.
- g. **Director Position Ceases:** Any Councillor Director may be removed by the respective Party who appointed them at any time. Further, any Councillor Director shall be deemed removed in the event they are no longer a Councillor with the Party who appointed them. In the event of such removal or deemed removal, the Party may immediately appoint an alternate Councillor Director and, pending such appointment, the Mayor or Chief of the applicable Party shall serve as the interim Councillor Director appointee for such Party. Additionally, any person appointed as a Councillor Director shall be deemed to be immediately removed if at any time the Party who appointed them does not have a signed and binding Operating Agreement with the Society as detailed herein. Any other Director may be removed at any time by a vote of  $\frac{3}{4}$  of the Councillor Directors.
- h. **Duties of Society:** The Society, as represented by the Board of Directors responsible for its operation and management, shall have the duties and responsibilities as summarized at Schedule "A" hereto.
- i. **Fiscal year:** The fiscal year of the Society shall be for the period from April 1 to March 31 of each year.
- j. **Budget and Business Plan:** The Board of Directors of the Society shall prepare and approve a budget and business plan for the Society for each fiscal year of the Society, which budget and business plan shall not be validly approved unless at least  $\frac{3}{4}$  of the Councillor Directors vote to approve. The approved budget and business plan shall be provided to the

respective Parties by no later than February 28 in each year for information purposes only.

- k. **Additional Information:** Upon the request of any Party, acting reasonably and subject to confidentiality or privacy obligations, the Society shall provide additional information as and when requested by a Party in a reasonable format which may include an in-person meeting or written report.
  - l. **Employees:** The Society shall minimize its costs and expenses as best possible to enable the maximum availability of the Marketing Levies to be used for grants to third parties for tourism and marketing events. Except with express, written approval from each of the Parties, there shall be a maximum of two (2) employees of the Society. Notwithstanding the foregoing, if contemplated in any approved budget of the Society the Society may enter into short term contracts for services with independent contractors.
2. **Operating Agreements.** Each of the Parties shall execute an operating agreement with the Society which will include, but shall not be limited to the following terms and conditions:
- a. a commitment to fund the Society with the Party's Marketing Levy subject to amounts to be deducted to cover the cost of levy collection and administration;
  - b. obligations of the Society to provide the approved budget and business plan of the Society to each Party by no later than February 28 of each year;
  - c. obligations of the Society to provide additional information at the Request of a Party acting reasonably and subject to confidentiality or privacy obligations whether in person or in a written report;
  - d. providing a right for a Party to terminate the Operating Agreement while minimizing the impact on existing budget and business plans of the Society which termination right shall require that a Party must provide notice of termination by no later than March 31 of a fiscal year and termination would be effective at the end of the subsequent fiscal year. For example, if a Party wished to terminate the operating agreement for the fiscal year commencing April 1, 2026 and ending March 31, 2027 that Party would provide notice of termination no later than March 31, 2026 and any termination would be effective March 31, 2027;
  - e. providing a right to terminate the operating agreement if at any time all of the Parties unanimously agree to terminate, in which case termination shall be on thirty (30) days' notice;

- f. providing for the return of all funds held by the Society to the Parties based on the proportion of total levy funds held by the Society that came from each Party's Marketing Levy in the event of termination of the operating agreement for any reason including but not limited to paragraph 2 e. hereof or the Society ceasing to operate; and
  - g. such other terms and conditions as are reasonable, usual or customary.
3. **Binding Nature.** This MOU is intended to be a binding obligation of each Party.
4. **Term.** This MOU shall continue in full force and effect until such time as the Society is formed and operating agreements are executed or the Parties otherwise mutually agree to terminate the MOU. Notwithstanding any termination, any obligation of the Party to share in costs or expenses incurred prior to termination shall continue to be binding upon such Party.
5. **Dispute Resolution.** If the parties are unable to resolve any issue of interpretation or other issues arising from this MOU after meeting diligently and in good faith, the parties agree that they will partake in mediation. The parties will make all reasonable effort to ensure that the mediation is scheduled no later than thirty (30) days after they last met to resolve it between themselves. If the mediation fails to resolve the issue the matter shall be resolved by arbitration conducted under the terms of the *Commercial Arbitration Act*. Any decision of an arbitrator shall be final and binding.
6. **Successors and Assigns.** This MOU enures to the benefit of and is binding upon the parties hereto, their respective heirs, estates, legal representatives, successors and assigns.
7. **No Assignment.** No party hereto may transfer or assign its rights or obligations hereunder without the prior written consent of the other parties hereto.
8. **Time of Essence.** Time is of the essence in this MOU.
9. **Governing Law.** This MOU shall be interpreted in accordance with the laws of the Province of Nova Scotia and of Canada as applicable therein.
10. **Further Assurances.** The parties agree to execute such further documents, instruments and undertakings as may be required from time to time to bring effect to the intent of this MOU.
11. **Expenses.** Except for any sharing of costs and expenses expressly provided hereunder, each party hereto shall bear all costs and expenses incurred by it in connection with this MOU, including, without limitation, the charges of their respective legal counsel or other advisors.

12. **Counterparts.** This MOU may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart. A copy of a signed counterpart may be delivered by fax, PDF email or other electronic means which shows a reproduction of the signature and such shall be considered complete delivery and shall be deemed to be a signed original.

**REMAINDER OF PAGE LEFT BLANK – SIGNATURES TO FOLLOW**

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto on the date first mentioned herein.

**SIGNED, SEALED AND  
DELIVERED**  
in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**MUNICIPALITY OF THE COUNTY OF  
COLCHESTER**

Per: \_\_\_\_\_  
Christine Blair, Mayor

\_\_\_\_\_  
Dan Troke, CAO

**TOWN OF TRURO**

Per: \_\_\_\_\_  
Cathy Hinton, Mayor

Per: \_\_\_\_\_  
Michael Dolter, CAO

**TOWN OF STEWIACKE**

Per: \_\_\_\_\_  
Doug Glasser, Mayor

Per: \_\_\_\_\_  
Marc Seguin, CAO

**MILLBROOK FIRST NATION**

Per: \_\_\_\_\_  
Robert Gloade, Chief

Per: \_\_\_\_\_  
Claire Marshall, Executive Director

## SCHEDULE "A" DUTIES AND RESPONSIBILITIES

### *Responsibilities of the Central Nova Scotia Tourism Development Society.*

The Strategic Tourism Expansion Plan (STEP) is a short-term, three-year action plan designed to guide the Society's initial efforts in developing and marketing tourism in Truro-Colchester. The Society will focus on implementing STEP's recommendations to build a strong foundation for sustainable tourism growth. After three years, the board will take the lead in developing a long-term strategic plan that expands on STEP's outcomes and aligns with evolving regional priorities.

#### Key Responsibilities:

- Governance & Leadership – Manage finances, ensure levy funds are used effectively, and oversee the hiring of a Tourism Manager.
- Tourism Development & Destination Management – Support new tourism experiences, strengthen Indigenous tourism offerings, address infrastructure gaps, and enhance regional attractions.
- Funding & Financial Oversight – Allocate levy funds strategically: 50% to leisure tourism, 25% to business events, and 25% to major events.
- Marketing & Promotion – Develop a regional marketing strategy, collaborate with key tourism partners, and amplify visibility through digital campaigns.
- Business & Major Event Attraction – Secure conferences, events, and overflow business from Halifax, while expanding signature events.
- Digital & Data-Driven Growth – Enhance the region's online presence, train operators in digital marketing, and leverage visitor data for smarter targeting.
- Expanding Off-Season & Winter Tourism – Grow winter tourism with expanded festivals, outdoor activities, and community events.
- Community Engagement – Host tourism summits, update stakeholders, and foster collaboration with local businesses and residents.
- Sustainable & Regenerative Tourism – Promote eco-friendly practices, prioritize local sourcing, and develop a long-term vision for sustainable growth.

# MEMORANDUM



TO: Erin Richard  
FROM: Charles Thompson  
DATE: April 29, 2025  
RE: Tourism Society MOU

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This memo contains a summary of the Memorandum of Understanding (“MOU”) prepared by the County of Colchester for the establishment and operation of a Society to administer the funds collected through the marketing levies on hotels and other short term rental accommodations. The MOU is among Colchester, Truro, Stewiacke, and Millbrook First Nation, called the “Parties” in the MOU.

**Paragraph 1 - Formation of Society:** This paragraph deals with the establishment of a new Society under the Nova Scotia *Societies Act*.

- a) **Name:** The name of the Society will be the “Nova Scotia Tourism Development Society”.
- b) **Objectives:** The main objective of the Society is fairly broad - to undertake activities for tourism marketing and development in the areas covered by the 4 Parties.
- c) **Members:** All societies must have members. The members of the Society will be the 4 Parties plus the Directors.
- d) **Directors:** This is an important provision, since the Directors of the Society will have the power and authority to direct the activities of the Society. There are to be 11 Directors, as follows:
  - i) One Director who is a Councillor from each Party, so that each Party has one Council member who is a Director of the Society.
  - ii) One Director representing a hotel or motel, one representing short-term rentals such as Airbnbs, and one representing smaller accommodations such as Bed & Breakfasts.
  - iii) Four Directors representing various tourism operators other than accommodations.

In addition to the 11 voting Directors, each Party can appoint a non-voting Ex-Officio Director, who would likely be the CAO or another staff member.

- e) **Appointment of Directors:** Each Party will appoint its own Councillor Director. All other Directors will be appointed either at an AGM of the members of the Society, or by the Directors. Except for the Councillor Directors, any new Directors have to be approved by at least  $\frac{3}{4}$  of the Councillor Directors. This provision gives the 4 Parties significant control over who is appointed as a Director.

**f) Membership Ceases:** A Party ceases to be a member of the Society if it no longer has an “Operating Agreement” in force with the Society. A Director ceases to be a member when they are no longer a Director.

**g) Director Position Ceases:** Councillor Directors cease to be Directors if the Party who appointed them removes them (eg: The Town of Stewiacke Council votes to remove their Director), or if they are no longer a Councillor for the Party who appointed them. If a Councillor Director position becomes vacant, the Council of that Party can appoint a new Councillor Director in their place.

Other Directors can be removed at any time by a vote of at least  $\frac{3}{4}$  of the Councillor Directors. As with the appointment of Directors, this provision is important in that it gives the 4 Parties significant power to decide who will compose the Board of Directors.

**h) Duties of Society:** The general duties of the Society are set out at Schedule “A” of the MOU. In general, the Society is to implement the short-term, three-year action plan contained in the Strategic Tourism Expansion Plan (STEP). After three years, the Society is to develop a long-term strategic plan for developing and marketing tourism in the area. Some of the “key responsibilities” contained in Schedule “A” include managing the Society’s financial affairs and hiring a tourism manager and allocating the Marketing Levy funds to events and organizations.

**i) Fiscal Year:** To run from April 1<sup>st</sup> to March 31<sup>st</sup>, to coincide with the fiscal years of the Municipalities.

**j) Budget and Business Plan:** The Board of Directors has to prepare a budget and business plan each year. The budget and business plan has to be approved by at least  $\frac{3}{4}$  of the Councillor Directors. Again, this provision provides the Parties with some control over the financial management and activities of the Society. The approved budget and business plan is to be provided to the Parties by February 28<sup>th</sup> each year, but only for their information. The councils of the individual Parties do not have any responsibility or ability to approve (or not approve) the annual budget and business plan.

**k) Additional Information:** A Party can make reasonable requests for additional information from the Society.

**l) Employees:** The Society may employ a maximum of 2 people, unless each of the 4 Parties agrees to the Society having more employees. This provision is intended to minimize the costs of running the Society in order to free up as much money as possible for grants to third parties for tourism and marketing events.

**Paragraph 2 - Operating Agreements:** Once the Society is established, each of the 4 Parties will enter into an “Operating Agreement” with the Society. Each operating agreement will contain the following provisions:

a) The Party will agree to pay its Marketing Levy funds to the Society, subject to an amount to be deducted to cover the cost of levy collection and administration.

b) The Society must provide the approved budget and business plan to each Party by February 28<sup>th</sup> each year.

- c) The Society must provide additional information to a Party upon request.
- d) A Party may terminate the Operating Agreement, but it has to provide notice of termination by no later than March 31<sup>st</sup> of a year, with termination to be effective at the end of the following fiscal year. This means that a Party would have to provide at least one year's notice if it wished to terminate its Operating Agreement.
- e) If all 4 Parties wished to terminate the Operating Agreement, termination could occur on 30 days notice.
- f) If the Operating Agreement is terminated, the funds held by the Society are to be returned to the 4 Parties on a pro rata basis. For example, if Stewiacke had contributed 10% of the total Marketing Levy funds received by the Society, Stewiacke would receive 10% of the funds held by the Society at the time of termination.

**Remaining paragraphs:** Most of the remaining paragraphs in the MOU (paragraphs 3-12) are fairly standard legal term and conditions. A couple of note are the following:

4. **Term:** Once the MOU is signed, it is intended to remain in effect until the Society is formed and the Parties have all entered into the Operating Agreement with the Society. After that, the operations of the Society and the Parties' relationship with the Society, will be governed by the Society's Bylaws and by the Operating Agreement.

5. **Dispute Resolution:** If any disagreements arise out of the MOU, the Parties agree to attempt to resolve the disagreement through negotiation and mediation, failing which, in a worst-case scenario, they would go to arbitration.

## **Conclusion**

Once the MOU is approved and signed by all 4 Parties, the next step will be to prepare the documents to form the Society, including the Bylaws, which will incorporate the provisions contained in paragraph 1 of the MOU. The Operating Agreement will also have to be prepared and signed by the Society and the Parties, in accordance with paragraph 2 of the MOU.

At the end of the process, the Society will be an independent entity that governs itself and administers the Marketing Levy funds from each of the 4 Parties. However, collectively the 4 Parties will have significant control over the Society through the requirements that some key decisions require approval of ¾ of the Councillor Directors, including who becomes and remains a director, and the annual budget and business plan.

I hope the above is helpful. Let me know if I can provide any further information or clarification to you.



Charles Thompson

Recommendations	Actions	Role	Timing
<p><b>1. Operationalize the Strategic Tourism Expansion Plan Implementation Leadership Model, which aims to balance accountability, local representation, and effective implementation of the tourism strategy.</b></p>	<ul style="list-style-type: none"> <li>Establish the Regional Tourism Development Society (not-for-profit)               <ul style="list-style-type: none"> <li>An Executive Committee made up of municipal partners manages the society leadership recruitment process.</li> </ul> </li> </ul>	MUN LP	IT
	<ul style="list-style-type: none"> <li>Once approved by Councils and First Nations, the leadership model will include:</li> <li><b>The Society</b>, as a Core Accountability Body, serves as the primary accountability group, comprising municipal representatives, industry leaders, and community stakeholders. Specifically, the society would include 11 representatives:               <ul style="list-style-type: none"> <li>Four municipal/First Nation units (one from each - Truro, Colchester, Millbrook and Stewiacke. This group would act as the Executive Committee.</li> <li>An application process would ensure diverse representation across Colchester, considering geographic balance and varied perspectives within the industry to select:</li> <li>Three industry partners (representing one large hotel, one Airbnb/VRBO, and one small niche operator</li> <li>Four tourism-related attraction operators</li> </ul> </li> </ul>	MUN LP	IT
	<ul style="list-style-type: none"> <li><b>Accountability and Financial Oversight:</b> a committee within the society would manage accountability and financial oversight, distinct from the operational support of facilitating entities               <ul style="list-style-type: none"> <li>Collaborators would be required to report back to this committee through annual presentations or regular updates, particularly when the society is setting its yearly operations budget</li> </ul> </li> </ul>	DS MUN LP	IT
	<ul style="list-style-type: none"> <li><b>A STEP Tourism Manager:</b> Recruited and hired by the society and municipalities (or one designated Municipality), the Tourism Manager is required to support the implementation of the strategic plan and</li> </ul>	DS	IT



To: Town Council  
From: Marc Seguin  
Re: Town Vehicle Purchase  
Date: May 8, 2025

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## **RECOMMENDATION**

That, the Town Vehicle Purchase be received; and

That subject to Council approval of the 2025-2026 capital budget, that Council approve the purchase of the two vehicles from the Bruce Auto Group in the amount of \$76,275.

## **Background**

Town Staff issued a tender document which closed on April 15, 2025 at 2:00PM in accordance with Town procurement policy.

The Town of Stewiacke received bids on the supply and delivery of two (2) half ton trucks.

All vehicles proposed were required to have at a minimum.

1. 2 wheel drive
2. Single cab
3. 8 ft box
4. Back rack – Similar to picture enclosed
5. Box liner (plastic liner specified)
6. Trailer hitch



7. Colour - White is preferred

## DISCUSSION

Two bids were received at the closing of the tender on April 15, 2025 at 2:00pm.

Bid #	Company	Total
Bid # 1 – <b>LOW BID</b>	Bruce Auto Group	\$76,275
Bid # 2	O'Regan's Automotive Group	\$82,872

## POLICIES/LEGISLATION

Town Procurement Policy – 2000-05

## FINANCIAL

Approved has been granted in Town Budgets as follows:

- WU- 2024/25 – Half ton= \$40,000
- PW-2025/26 – Half ton = \$40,000 (Subject to Council Approval)
- Total of \$80,000

The combined purchase price of the low bid by Bruce Auto Group for the purchase of the two vehicles with the trade in allowance is \$76,275 which is within the approved budget.

Staff will proceed with the purchase subject to Council approval of the 2025-2026 capital budget.

## CONSULTATIONS

Jeff Sibley – Superintendent, Public Works

Helen Young – Manager, Finance

## ATTACHMENTS

Town of Stewiacke | 295 George Street | P.O. Box 8 | Stewiacke, NS B0N 2J0  
Office 902-639-2231 | Fax 902-639-2221 | Email [town@stewiacke.net](mailto:town@stewiacke.net)



REQUEST FOR TENDER - Public Works Vehicles (Two)  
TOWN OF STEWIACKE STEW-2025-02

**CONCLUSION**

Staff recommend proceeding with the purchase of the two vehicles from the Bruce Auto Group in the amount of \$76,275 subject to council approval of the 2025-2026 capital budget.

Approved by:

  
\_\_\_\_\_  
**Marc Seguin**  
**Chief Administrative Officer**

**STEWIACKE**  
RIVERS OF OPPORTUNITY



HALF WAY BETWEEN THE NORTH POLE & EQUATOR

**REQUEST FOR TENDER**

**Public Works Vehicles (Two)**  
**TOWN OF STEWIACKE**  
**STEW-2025-02**

**CLOSING: April 15, 2025 at 2:00 pm**

The Corporation of the Town of Stewiacke  
Town Hall - 295 George Street, Stewiacke NS, B0N 2J0



## INSTRUCTION TO BIDDERS

Sealed Tenders, in clearly marked envelopes, are to be delivered to Town Hall - 295 George Street, Stewiacke NS, B0N 2J0, **prior to 2:00:00 P.M. LOCAL TIME on April 15, 2025.**

This Request for Tender is to obtain an offer from a qualified contractor to supply a vehicle. The Town of Stewiacke reserves the right to at any time during the process, reject any or all tenders, either in whole or in part.

**Tenders received after the deadline, will not be opened and will be returned unopened. Fax or electronic (email) submissions will not be accepted. The onus is on the Proponent to ensure that the Tender is received in the proper location and before the closing time.**

## COMMUNICATIONS

All questions relating to this tender, are to be directed to Jeff Sibley at 902-897-7803 or [jsibley@stewiacke.net](mailto:jsibley@stewiacke.net)

## INSTRUCTIONS TO PROPONENTS

Sealed Tenders, in clearly marked envelopes which includes the prescribed form(s) as instructed, are to be delivered to **Town Hall - 295 George Street, Stewiacke NS, B0N 2J0**, prior to 2:00:00 P.M. LOCAL TIME (as per time clock located in the Corporate Services Division) **April 15, 2025**. Bids may also be sent by email and must be received by 2:00:00 P.M. LOCAL TIME. Emailed bids must be sent to [procurement@stewiacke.net](mailto:procurement@stewiacke.net)

The Town of Stewiacke is NOT obligated to accept the lowest or any Tender. The onus is on the Proponent to ensure that the Tender is received in the proper location and before the closing time.

Tenders must be submitted on the forms provided. Tenders that do not comply strictly with the terms and conditions hereof may be declared informal and/or disqualified. Tenders that are incomplete, conditional, obscure or qualified will be rejected.

Your signed Tender submission shall be taken as your statement that you understand the requirements and agree to comply with our requirements and any supplementary terms and conditions stated in the Tender Documents. Your signed Tender Document confirms that you have checked and confirmed your pricing and by signing the Form of Tender and/or Form of Quotation or your Tender submission, you agree that you have not omitted any items from your Tender and you will be bound by law to supply the items as specified at the prices proposed.

## SCOPE OF WORK

The Town of Stewiacke is receiving bids on the supply and delivery of two (2) half ton trucks. All vehicles proposed must have at a minimum.

1. 2 wheel drive
2. Single cab
3. 8 ft box
4. Back rack – Similar to picture enclosed



5. Box liner (plastic liner specified)
6. Trailer hitch
7. Colour - White is preferred

**Trade In** - The Town is interested in trading in a vehicle against the purchase. We understand that bidders will need to see the vehicle prior to the final trade in value being established, however we would ask bidders to provide an approximate trader in value. The Town reserves the right to accept or reject the final trade in value on the purchase of the vehicle.



**Vehicle trade in information:**

Make: Ford F150

Year: 2019

Colour: White

VIN: 1FTMF1CB9MKD51034

Mileage: Approximately 115,000KM



# STEWIACKE

RIVERS OF OPPORTUNITY



HALF WAY BETWEEN THE NORTH POLE & EQUATOR

Public Works Vehicle  
Stew 2025-02



STEWIACKE  
RIVERS OF OPPORTUNITY



HALF WAY BETWEEN THE NORTH POLE & EQUATOR

Public Works Vehicle  
Stew 2025-02



STEWIACKE  
RIVERS OF OPPORTUNITY



HALF WAY BETWEEN THE NORTH POLE & EQUATOR

Public Works Vehicle  
Stew 2025-02



# STEWIACKE

RIVERS OF OPPORTUNITY



HALF WAY BETWEEN THE NORTH POLE & EQUATOR

Public Works Vehicle  
Stew 2025-02





Public Works Vehicle  
Stew 2025-02

**FORM OF TENDER**

**TO:** The Corporation of the Town of Stewiacke (hereinafter called the "Town")

**TENDER:** Public Works Vehicle

\_\_\_\_\_  
(Name of Firm or Individual Proponent)  
Address and Postal Code:

\_\_\_\_\_  
Name of Person Signing for Firm: \_\_\_\_\_

Position of Person Signing for Firm: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

I/We, the undersigned, having carefully examined the minimum vehicle requirements, and having read, understood, and accepted them submit this bid in strict accordance with the Tender Documents noted above and hereto attached for the lump price including taxes of: \_\_\_\_\_ Dollars  
(In Words, including taxes)

The cost of proposed vehicle: \$ \_\_\_\_\_  
Harmonized Sales Tax \$ \_\_\_\_\_

**TOTAL BID** \$ \_\_\_\_\_

**Additional Price: Trade In**

I/We acknowledge that The Town is interested in trading in a vehicle against the purchase. We understand that bidders are asked to provide a trade in value and that the Town is aware that bidders will need to see the vehicle prior to a final trade in value being established. Furthermore we acknowledge that the approximate trade in value (if agreed to) will be used against the purchase of the vehicle and that the Town reserves the right to accept or reject the final trade in value towards the purchase.

Total proposed vehicle trade in value: \$ \_\_\_\_\_

Harmonized Sales Tax \$ \_\_\_\_\_

**TOTAL TRADE IN VALUE** \$ \_\_\_\_\_

**PROPONENT'S DECLARATION**

I/We certify that:

1. The party(ies) executing this document is authorized to bind their corporation.
2. To the best of my/our knowledge and belief the information provided in our Tender submission is correct.
3. Except as expressly and specifically permitted in the Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this tender process, and by submitting a tender each Proponent shall be deemed to have agreed that it has no such claim.
4. To the best of my/our knowledge and belief the Tender submission is made without any connection, comparison of figures or arrangement with or knowledge of any other corporation, firm or person submitting a tender for the same work and is in all respects fair and without collusion or fraud.
5. To the best of my/our knowledge and belief no member of Town Council, Committees and no officer or employee of the Town of Stewiacke is, will be, or has, become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in, or in the performance of this agreement, or in the supplies, Work, or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.
6. My/Our Tender submission will remain open for acceptance for a period of 90 (ninety) business days after opening of the Tenders and the Town of Stewiacke may at any time within this period accept our Tender submission.
7. To the best of my/our knowledge and belief there is not nor was there any actual or perceived unfair advantage or conflict of interest in our tender submission or our performing of or observing the contractual obligations of the proponent as set out in the contract.

I/We agree if awarded the contract that I/we will supply at the time of issue or my execution of the contract, at my/our expense, a copy of our letter of incorporation, certificate of corporate status, or business registration.

Name of Firm: \_\_\_\_\_

Signing Officer's  
Signature: \_\_\_\_\_

Declared by me this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

## GENERAL ACKNOWLEDGEMENTS

### No Collusion

In participating in this Request for Tender, the Proponent will not discuss or communicate, directly or indirectly, with any other Proponent or any servant, agent or representative thereof, respecting the preparation or presentation of their Tender. Each Proponent's Tender shall be submitted without any connection, knowledge, comparison of figures or arrangements with any other Proponent or servant, agent or representative thereof and each Proponent will be responsible to ensure that its participation in this process is conducted fairly and without collusion or fraud.

### Conflict of Interest

The Proponent shall provide a statement that clearly identifies that the Proponent has no conflict of interest with respect to other work and/or other clients.

No member of the Council and no officer or employee of the Town is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or in the performance of the said contract, or in the supplies, work or business in connection with the said agreement, or in any portion of the profits thereof, or any supplies to be used herein, or in any of the monies to be derived therefrom

### Cancellation

Failure by the successful Proponent to comply with all terms, conditions and general provisions of this Request for Tender to the satisfaction of the Town of Stewiacke shall be just cause for the cancellation of the Contract award. The Town of Stewiacke shall then have the right to award this Contract to any other Proponent, or to re-issue the Request for Tender.

### Default

In the event that the successful Proponent fails to properly, promptly, and fully carry out the Work required by these Documents, the Town reserves the right to notify the successful Proponent to discontinue all Work under this Contract, to advertise for new Tenders or carry out the Work in any way as the Town may, at its sole discretion, deem best.

### Indemnification

The Proponent will indemnify and save harmless the Town, its employees, agents, successors, and assigns, from and against all actions claims and demands whatsoever which may be brought against or made upon the Town and against all losses, liability, judgments, claims, costs, demands or expenses which the Town may sustain, suffer, or be put to resulting from or arising out of the Proponent's failure to exercise reasonable care, skill or

diligence in the performance or rendering of any Work or service required hereunder to be performed or rendered by the Proponent.

Claims and Costs

All costs and expenses incurred by the Proponent relating to the Tender submission and any negotiations with the Town of Stewiacke will be borne by the Proponent. The Town of Stewiacke is not liable to pay such costs or expense or reimburse or compensate Proponents under any circumstances, including the rejection of any or all other Tenders. The Town of Stewiacke will not accept responsibility for any delays or costs associated with any reviews or the approval process. No Proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request for Tender and by submitting a Tender, the Proponent shall be deemed to have agreed that it has no claim. The Proponent hereby releases and waives any claims for damages, including any claims for damages for fundamental breach, relating to this Request for Tender.

Rejection of Tenders

The Town of Stewiacke reserves the right to reject any, or any part of, or all Tenders, and also reserves the right to award a contract to other than the Proponent submitting the lowest total acquisition cost or highest scored Tender. The Town of Stewiacke will not consider Tenders where the Form of Tender is improperly filled out.

Variation of Tender Prices

No variation in the unit prices or total Tender Price will be permitted after a sealed Tender has been submitted to the authorized representative, except in the instance of variation due solely to an increase or decrease in the rate of eligible taxes, beyond the control of the Proponent, occurring after the time and date of submission of their Tender. An increase or a decrease in the rate of eligible taxes, under these circumstances, shall alter the price of the Tender, but only to the extent of the tax increase or decrease.

Legal Compliance

The Contract resulting from the Request for Tender shall be governed by, subject to and interpreted in accordance with the laws of the Province of Nova Scotia.

Proponents/Bidders will be required to demonstrate that they are in compliance with the requirements of any applicable authority which is licensing, regulating or approving the activities which relate to the tender, request for tender or quotation.

**ITEM 9D – May 22, 2025**

The Planning Advisory Committee met on Wednesday, May 14<sup>th</sup> to review the feedback received from the public pertaining to the proposed amendments to the Land Use Bylaw and a new bylaw outlining new development infrastructure charges.

Council had previously received a copy of the proposed recommendations at our April Committee of the Whole Session. The attached updated report considers the feedback the Planning Advisory Committee heard from the public information session which was held on April 26<sup>th</sup>, 2025.

The Planning Advisory Committee has recommended to Council that Council approve the following motions, provide First Reading for each motion and set a date for the Public Hearing as set forth in Section 205 of the MGA.

**Motions:**

**That council approve First Reading** of the amendments to the Municipal Planning Strategy and Land Use By-law that will regulate new development in Stewiacke to manage new demand on the Town's water treatment capacity and restrict subdivision in rural areas

**That council approve First Reading** of a new standalone by-law that implements development charges for new residential development that uses Stewiacke's public drinking water

**That council set a date for the Public Hearing** and that date be Monday June 9<sup>th</sup> at 6:15 p.m. That the public notice be advertised on the Town's website from the date of this approval to the date of the public hearing as in accordance with Section 205 of the MGA.

Respectfully submitted,

Councillor Pam Osborne  
Chair, Planning Advisory Committee

PREPARED FOR  
Town Council - May 22, 2025

PREPARED BY  
Jacob Macpherson, Planner

DATE  
May 21, 2025

SUBJECT  
Amendments to the Town of Stewiacke's Municipal Planning Strategy and Land Use By-law to manage new demand on Stewiacke's public drinking water supply until capacity is improved. Includes a standalone bylaw outlining development charges for new residential development and amendments to the Town's Fee Policy.

## RECOMMENDATION

Staff recommend that Council approve the following amendments set out in this report and give First Reading on the following three items:

- a. Amendments to the Municipal Planning Strategy and Land Use By-law that will regulate new development in Stewiacke to manage new demand on the Town's water treatment capacity and restrict subdivision in rural areas.
- b. A new standalone by-law that implements development charges for new residential development that uses Stewiacke's public drinking water, adjusted by the number of dwelling units and water laterals.
- c. Amendments to the Town of Stewiacke Fees By-law (By-law 2014 - 37) to set the fee amount which is referenced by the new Development Charges Bylaw.

### Project History

On February 12, 2025, Staff presented a report to the Planning Advisory Committee in response to ongoing concerns over the limited ability of the Town's centralized drinking water system to provide drinking water to residents in the face of rising drinking water demands from new development. The report outlined ways to manage growth through various limitations to development intended to minimize new demand on the Town's water system while slowing subdivision in presently rural areas to reserve land for future municipally serviced growth once capacity is improved. The Planning Advisory Committee followed staff's recommendation that Council instruct staff to produce the regulations. On February 13, 2025, the Committee of the Whole agreed that staff should proceed with drafting the regulations, which were presented to the Planning Advisory Committee on April 1. PAC then recommended that Staff proceed to public engagement. A meeting with the development community was held on April 22 at Town Hall and a Public Information Session was held on April 26 at the Stewiacke Public Library. On May 14, the PAC met and discussed the comments made through the engagement process and made a recommendation that the regulations be brought to Council with some alterations.

The regulations provided in this report:

- set development restrictions on the number of dwelling units per lot in a new serviced overlay area;
- limit the number of subdivisions per lot in a new rural overlay area;
- set a performance standard for water intensive uses such as a car wash;
- require connection to municipal drinking water where it is available; and
- establish a new development charge bylaw which applies to new serviced residential development.

## Proposed Changes Based on Public Engagement

Comments were provided during these sessions that staff have used to modify the recommended regulations, these include:

- An update to the proposed Development Charge By-law for multi-unit developments that reduces the charge to \$900 per unit for every dwelling unit after the first. Adjustments were also made to apply the initial fee of \$3,000 based on the installation of a water lateral.
- An exemption to the serviced overlay to permit projects which have undertaken substantial design work and have obtained tentative approval but would not otherwise be considered as legally non-conforming.

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## What we Heard

A meeting with the development community was held on April 22 at Town Hall and a Public Information Session was held on April 26 at the Stewiacke Public Library. The following topics were discussed during the sessions:

- **Alternatives** - multiple members of the development community expressed that the Town should consider alternatives to slowing the pace of development. Three examples were mentioned: (1) pursuing water conservation on existing water uses (e.g. watering lawns, pools). (2) Installing a temporary treatment plant or renewing/repairing the existing plant to allow growth in the Town to continue while the new treatment plant is being built. (3) Allowing development to continue through on-site well water usage.
- **Importance of ensuring water capacity for current users** - Comments were made during both sessions regarding the importance of ensuring the Municipality is able to serve existing users of public drinking water. As a way of addressing water shortages in the town, emergency measures for existing residents to conserve water was expressed as a way to make maximum use of the Town's current capacity while allowing development to continue.
- **Development charges** - members of the development community expressed that the development charge is too onerous for multi-unit buildings that are either being built in the near future or are to be built after the new treatment plant is complete. It was suggested to limit the fee for developments over a certain density instead of charging only on a per-unit basis. Increasing the water rates for existing customers was also considered. In both sessions, comments were made that the development charges should be lifted once the new water treatment plant is complete while others suggested that this would be unlikely to occur.
- **Impact on Development Industry** - members of the development community raised concerns over the impact that the regulations would have on their plans to continue developing in the Town. It was stated that some projects which would not be covered by the non-conforming clause of the Municipal Government Act have already received significant investment and should be exempt from the new regulations. Others expressed concern over the ability of the Town to service the tenants of new development, especially high density residential development.
- **Impact of slowing development** - members of both engagement sessions expressed concerns over the overall success and prosperity of the Town moving forward if development is to slow down significantly.
- **Future water treatment plant** - questions arose in both sessions over the price of the new water treatment system and how the Town will cover the cost. The timeline before the new plant is completed was also a concern, as delays to its completion would also delay growth and development in Stewiacke. For instance, if the Provincial and Federal government do not contribute to funding the project, residents were wondering how the Municipality would proceed. One resident expressed that the Town should provide a financial plan showing the payback period for financing the plant.
- **Lack of data** - members of both engagement sessions expressed that more information should be gathered about Stewiacke's current capacity to treat and distribute drinking water. It is not currently known how much potable water is being lost to leakage before it reaches customers. It is also unclear how many additional dwelling units the existing water treatment plant can support or if the Town is projected to grow as much as it has in previous years.

### Discussion on What we Heard

#### Lack of Data

The comments provided during the engagement sessions highlight the impact the water conservation regulations would have on the development community. While the importance of ensuring a stable supply of water to residents was understood, members of the sessions expressed that the lack of data available made it difficult to have an informed opinion about the degree to which development in the Town should be slowed down. A 2023 study by CBCL was intended to provide this kind of data, but was unable to pinpoint statistics such as the number of dwelling units the Town could support with its existing system. The Town is investigating how much treated water is being lost through leakage from water pipes using existing data, but another full capacity study is not recommended as a part of this project. The existing treatment plant, which draws water directly from the St. Andrews river, is not sophisticated enough for detailed capacity information to be gathered.

#### Alternatives

Upgrading Stewiacke's existing treatment plant is one a potential pathway to increasing water treatment capacity in the Town, but there are obstacles to doing so. The cost would likely be paid entirely by the Municipality as opposed to a new treatment plant which would receive a combined two-thirds funding from the Provincial and Federal government.

In the course of a year, the rate at which water is drawn from the St. Andrews river regularly triggers the ecological maintenance flow requirements of the Department of Environment and Climate Change, so it is less likely that funding would be granted to enable more water to be drawn from the river compared to the development of a new treatment plant that draws water from a central well. Other measures, such as efforts to reduce the amount of water currently being used by residents, would help improve the Town's water capacity but Staff are not recommending these measures be taken as an alternative to slowing the pace of development through the proposed regulations.

#### Use of On-Site Well

By requiring new development to connect to public drinking water where it is available and by limiting the rate of subdivision in more rural areas of Town, the proposed regulations slow down the rate of development that would use on-site well water. Staff are recommending the limitations to subdivision in unserved areas because residential development using on-site well require larger lots which, once the new treatment plant is completed, could considerably reduce the amount of land remaining within the Town for centrally the serviced development that will help to pay for the new treatment plant.

#### Development Charge By-law for Multi Unit Projects

It has been recognized that the development charge by-law may not be lifted once the new water treatment plant is completed and high density development is once again permitted in Town. Because the Development Charge By-law did not account for the impact the charge would have on multi-unit dwellings, the recommended rates have been changed for all dwelling units after the first. Previously a \$3,000 charge was applied on a per dwelling unit basis to all development serviced by Municipal drinking water. The new recommended approach is to charge \$3,000 for the first dwelling unit and \$900 for each additional unit after the first. For instance, a new 60 dwelling unit apartment building serviced by public drinking water would be charged \$56,100 instead of \$180,000 through this new by-law.

#### Extension of the Non-Conforming Clause

The intention of the Water Conservation regulations is to reduce the pace of new development without causing unnecessary disruption to projects that are already underway. For projects that have undertaken substantial design work and have obtained tentative approval for a specific development project, it is Staff's recommendation that these projects be exempt from the proposed limitations on the number of new dwelling units permitted.

MUNICIPAL PLANNING STRATEGY AMENDMENTS

TOPIC	PAGE/SECTION	RECOMMENDED AMENDMENT
1. Conservation Overlay Preamble	Page 9 Section 2.3.3 Water System	<p><b>Remove</b> the following text:                      “The completion of the new 450,000 gallon reservoir means the water system will have significant capacity to service future development.”</p> <p><b>Replace with</b>                      “In response to concerns over the ability of Stewiacke’s existing water treatment system to support new growth in the Town, Council has established a Serviced Water Conservation Overlay with the intention of temporarily slowing the speed of residential development and restricting new commercial land uses that make intensive use of Town water until service capacity improves.</p> <p>To accompany the Serviced Water Conservation Overlay, Council has established a Rural Reserve Overlay. By restricting growth in areas that are to be serviced with public drinking water, it is probable that development pressure will be pushed to areas outside of the water coverage map through the use of on-site well, which Council wishes to mitigate through this overlay.”</p>
2. Reflect Current Development Trends and fix Typographical Error	Page 9 Section 2.3.3	<p><b>Remove</b> stricken text                      “Council also feels is it very important to conserve water as much as possible. The Town has experienced a reduction in water usage recently and is hopeful that this trend will continue. Not only is the conservation of water a worthy sustainability goal but it will reduce the need for costly water infrastructure projects in the long term.”</p> <p><b>Replace With</b>                      Not only is the conservation of water a worthy sustainability goal but it will reduce the need for costly water infrastructure projects in the long term.</p>
3. Establish Serviced Water Conservation Overlay	Page 9 Section 2.3.3 Water System	<p><b>Add a new policy after Policy ICSP 3:</b>                      “Policy ICSP 4 - It shall be a policy of Council to establish the Serviced Water Conservation Overlay on the Town’s zoning map. This overlay is intended to apply to areas where public drinking water is being supplied or has the immediate potential to be supplied by public drinking water.”</p>
4. Establish Rural Reserve Overlay	Page 9 Section 2.3.3 Water System	<p><b>Add a new policy after the new Policy ICSP 4:</b>                      “Policy ICSP 5 - It shall be a policy of Council to establish the Rural Reserve Overlay on the Town’s zoning map. This overlay is intended to apply to rural areas outside of the Serviced Water Conservation Overlay.”</p>
5. Reflect Current Development Trends	Page 15 Section 2.3.11 Strategic Growth	<p><b>Remove:</b>                      “The Town is well positioned to grow in the coming years. This growth should be directed so as to minimize the amount of public expenditures needed to accommodate development.”</p> <p><b>Replace With:</b>                      “Growth in the Town should be directed to minimize the public expenditure required to accommodate new development.”</p>

## LAND USE BYLAW AMENDMENTS

TOPIC	PAGE/SECTION	RECOMMENDED AMENDMENT
1. Reflect Current Development Trends	Page 15 Section 3.1 Overall Development	<b>Remove</b> stricken text “Stewiacke has a water and wastewater system which services most of the Town’s population. There is a significant amount of vacant land located adjacent to the systems and considerable excess capacities in the systems. Development on this vacant land may occur on the existing public streets or a landowner may construct a new public street with services connecting to the public services.”
2. New Definition, Water Intensive Use	Page 12 Definitions	<b>Add a Definition</b> Beneath ‘Watercourse’ <b>Water Intensive Use</b> means a use that incorporates water as part of a product, service or process and shall include: (a) Garden centres; (b) Commercial greenhouses; (c) Plant nurseries; (d) Golf courses; (e) Laundromats; (f) Water attractions; (g) Food or beverage processing plants; and (h) Any other use identified as water intensive by the Municipal engineer.
3. Require Connection to Central Services	Page 20 General Provisions for All Zones Section 5.5	<b>Add a Policy Beneath 5.4</b> <b>5.5 Connection to Central Services</b> New plumbed buildings shall be connected to the public drinking water system where such service is available. Where service availability is unclear, the Municipal Engineer shall decide based on site conditions and available system capacity.
4. Regulate Water Intensive Uses	Page 22 General Provisions for All Zones Section 5.21	<b>Add a Policy Beneath 5.20</b> <b>5.21 Water Intensive Uses</b> Where Water Intensive Uses are permitted in a zone, no development permit will be issued for any Water Intensive Use unless the development is not connected to the public drinking water system or the applicant provides an end use water consumption study, conducted by a qualified professional, indicating that the estimated peak water consumption of the development would not exceed 400 gallons per day.
5. Add Serviced Water Conservation Overlay	Page 47 Part 14 Overlays Section 14.1	<b>Add a New Part Beneath Part 13</b> <b>Part 14 Overlays</b> <b>14.1 Serviced Water Conservation Overlay</b> In the Serviced Water Conservation Overlay, permitted uses shall include all uses permitted in the underlying zones with the following exceptions: a. Based on the lot delineations of Schedule C (Map of Water Conservation Overlays), a development permit shall not be issued if two or more dwelling units have already been approved on a given lot. b. A development shall be exempt from 14.1 (a) if a development permit or tentative approval for subdivision have been approved by the Development Officer, or if the Development Officer determines, at their sole discretion, that a complete application for a Development Permit has been received.

5. Add Rural Reserve Overlay	Page 47 Part 14 Overlays Section 14.2	<p><b>Add a New Section Beneath 14.1</b></p> <p><b>14.2 Rural Reserve Overlay</b></p> <p>Within the Rural Reserve Overlay, the number of new lots that may be created from an area of land shall be restricted to three lots per calendar year.</p>
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**DEVELOPMENT CHARGES BYLAW**

The following regulations would form a separate bylaw to apply development charges to all new residential development that is to be serviced by public drinking water.

**Development Charges Bylaw**

- 1 **TITLE**  
This bylaw shall be known as and may be cited as “The Development Charges Bylaw for the Town of Stewiacke”.
- 2 **DEFINITIONS**  
For the purposes of this Bylaw, the following words shall have the meanings hereby assigned to them:
  - “Dwelling Unit” means a dwelling unit as defined in the Land Use Bylaw.
  - “Water Serviced Lot” means a lot that has a Municipally approved water lateral.
  - “Water Unserviced Lot” means a lot that is not a Water Serviced Lot.
- 2.1 **Development Subject to Charges**  
Infrastructure charges shall be due and payable to the Municipality on a Water Unserviced Lot upon request to be serviced by public drinking water for residential purposes.
- 2.2 **Rates**  
The fee for developments subject to charges under this bylaw shall be charged based on the rates of the Town of Stewiacke Fees Policy.

**AMENDMENTS TO FEES POLICY 2014 - 37**

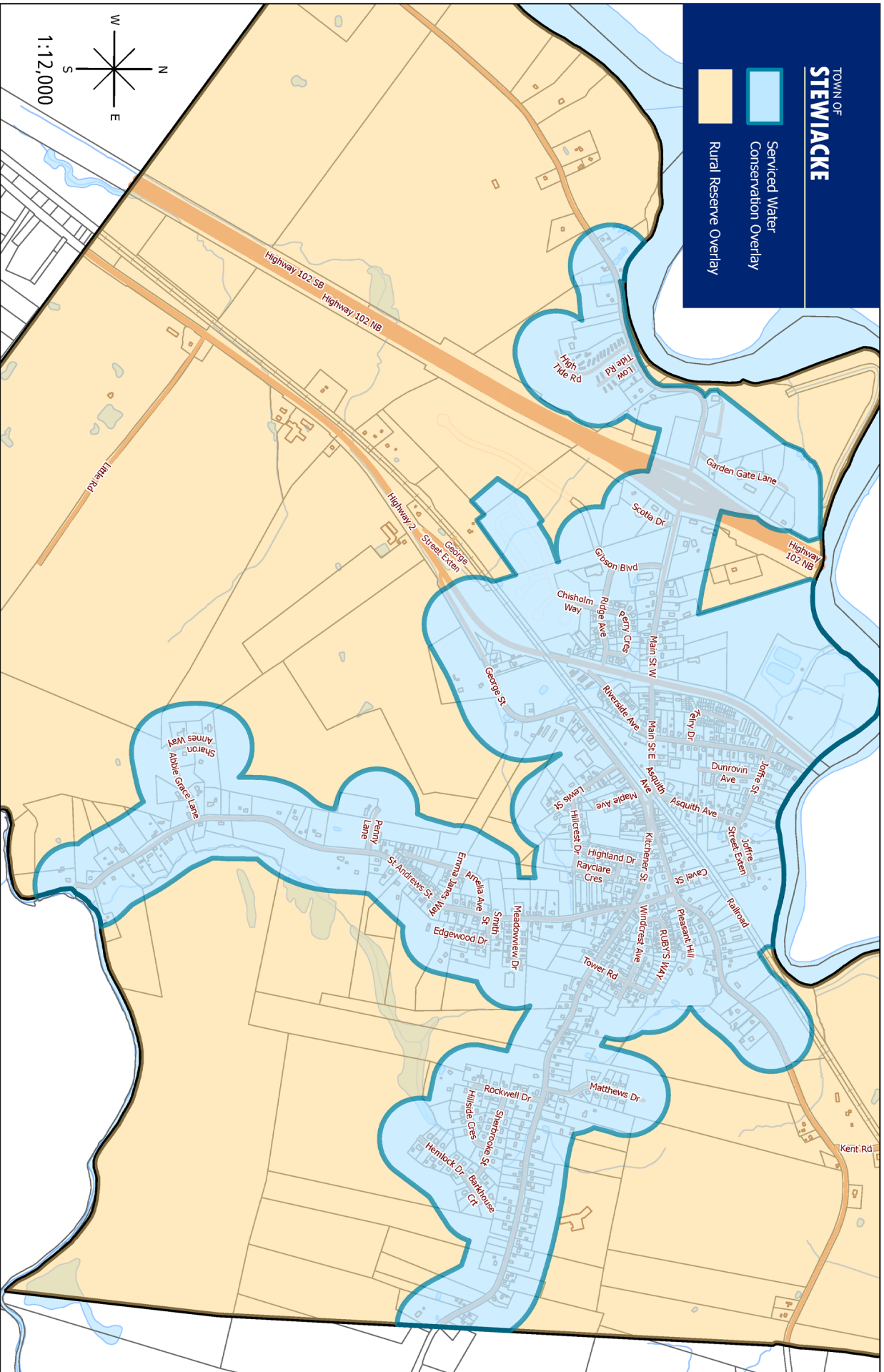
The purpose of amending the Town’s Fees Policy is provide a rate which is referred to by the Development Charges By-law. By containing the rate in the Fees Policy, the rate is simpler to amend in the future.

TOPIC	PAGE/SECTION	RECOMMENDED AMENDMENT
1. Set fee of development charges for drinking water connection	Page 3 Sewer/Water Connection	<p><b>Add</b>, below “Installation of Water Lateral” and before “Development Control Fees”, a new header “Development Charges”</p> <p><b>Development Charges</b></p> <p>Connection to Town Drinking Water - \$3,000 per water lateral, plus \$900 for each additional dwelling unit to be connected to a water lateral after the first.</p>

APPENDIX A - WATER CONSERVATION OVERLAYS

TOWN OF STEWIACKE

-  Serviced Water Conservation Overlay
-  Rural Reserve Overlay





**Policy Title:** Town Committee Policy

**Approval Date:** TBD

**Replaces:** 2017-42

**Author:** Marc Seguin, CAO

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**POLICY STATEMENT:** The Town of Stewiacke acknowledges the value of committees and the advice they provide to Council. The creation, amendment, dissolution and administration of committees shall be conducted in a fair and equitable manner and in accordance with applicable legislation or Council-approved procedures.

**PURPOSE:** The purpose of the policy is to provide a consistent and transparent framework for the administration of committees, recruitment of committee members, removal of committee members, governance, etc. and to act as a guide for committee members and staff support.

**TOWN COMMITTEES:** The Town of Stewiacke has a number of committees that are chaired by members of Council. The committees are Chaired by Members of Town Council and are comprised of Citizens as appointed by Council under this policy. The term of appointment expires in November of the second year of a municipal election term. The appointment is a four-year term.

The following are examples of Town Committees:

1. Audit Committee
2. Business
3. Bylaw and Policy
4. Planning Advisory Community
5. Parks and Recreation Committee
6. Police Advisory Board
7. Accessibility Committee
8. Water Shed Committee
9. Any other Town Committee as struck by Council

**APPOINTMENT OF COMMITTEE MEMBERS:** The Town of Stewiacke has a number of committees that are chaired by members of Council. The Chair of each committee is by recommendation by the Mayor, and approved by a motion of Council.



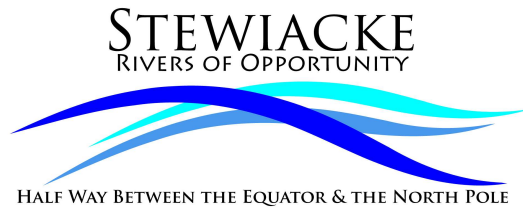
Town committees are comprised of Citizens as appointed by Council under this policy. The term of appointment expires in November of the second year of a municipal election term.

1. Appointments to a Committee shall be done through an application process.
2. A notice will be advertised through the community, including the Towns web page and social media account notifying the public of the opportunities to serve of committees and providing direction on how to apply.
3. Applications shall be submitted on the prescribed form and all applications must be received at Town Hall prior to established deadline.
4. Where there are eligibility requirements in Town by-laws, policies or mandate, the applicant must meet the eligibility requirements / criteria.
5. Candidates must be a resident of the Town of Stewiacke with the exception of the Business, Parks and Recreation, which allow a director of a company in the Town of Stewiacke.
6. Candidates may be considered for appointment to more then one committee if they apply.
7. The term of appointment expires in November of the second year of a Municipal election. Current members may be considered for reappointment.
8. All appointments are made by Council.
9. Where the appointment is to fill a vacancy on a Town Committee the Chair will recommend to Council the person to be appointed.
10. Each member appointed shall receive a copy of this policy and a copy of the Council Code of Conduct upon appointment to a Committee and shall be asked to sign and acknowledge receipt of said policy.

#### **REMOVAL OF COMMITTEE MEMBERS:**

1. **Attendance** - If a member misses more than three consecutive meetings or 25% of the annual meetings, Council must be notified by the Chair. The appointee will be deemed to have

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forfeited their committee position subject to an opportunity for the member to address Council in writing regarding their absenteeism and the committee chair to do the same.

2. **Resignation** - A member may resign from a committee at any time and the resignation takes effect as of the date of resignation provided.
3. **Council Removal** - The Town of Stewiacke Council reserves the right to remove members from a committee any time should a violation occur that is outlined in the Code of Conduct for Municipal Councils – such as but not limited to harassment of staff or other committee members, a member has a conflict of interest.
4. **Appointments** – All Committee applications will be vetted though closed session.