



TOWN OF OXFORD

Committee of the Whole Meeting

Conducted through Zoom and Streamed Live to Facebook

Monday, 5 October 2020

6:00 PM

AGENDA

1. Call to Order
2. Approval of Agenda
3. Approval of Previous Minutes
 - 3.1 Regular Committee of the Whole Minutes – 8 September 2020
4. New Business
 - 4.1 Oxford Fire Department Call Statistics: Discussion
 - 4.2 2020 Christmas Parade: Discussion
 - 4.3 The Great Trail: Discussion
5. Correspondence
 - 5.1. Minister of Justice: Police Review
 - 5.2. Cumberland Public Libraries

*** Provincial Community Spirit Award Presentation: Video (video to be shared online during meeting) ***

6. Adjournment



Minutes of the Committee of the Whole Meeting

Place: Conducted through Zoom, streamed live to Town of Oxford FaceBook, per the authority provided by direction by the Minister of Municipal Affairs while under a State of Emergency on March 22, 2020, under the authority provided in Section 14 of *the Emergency Management Act*.

Date: Tuesday, September 8, 2020

Presiding Officer: Mayor Patricia Stewart

Councilors Present: Councilors Dave Clark, Dawn Thompson, Rick Draper, Wade Adshade, and Brenton Colborne (arrived 6:10 pm)

Regrets: Wendy Sweet-Kontuk

A quorum was present throughout the meeting.

Staff in attendance: CAO - Rachel Jones and Deputy Clerk - Linda Cloney (recording secretary)

1. Call to Order

Mayor Patricia Stewart called the meeting to order at 6:00 pm.

2. Approval of Agenda

It was moved and seconded that the agenda of the Committee of the Whole Meeting for September 8, 2020 be approved.

Motion Carried

3. Approval of Previous Minutes

It was moved and seconded that the minutes of the Regular Committee of the Whole Meeting for June 8, 2020 be approved.

Motion Carried

4. New Business

4.1 RFD #011-2020 FCM Funding Application

It was moved and seconded that the Committee of the Whole recommend to Town Council to approve that the Town of Oxford submit a joint application for direct

funding through the Federation of Canadian Municipalities to fund up to 90% or \$50,000 to complete the Town's asset inventory.

Motion Carried

4.2 RFD #012-2020 Foundry Street Erosion Request

Council had a general discussion regarding Mrs. Thompson's request for work to be completed beside her property (391 Foundry Street), located on the Town's property, to address potential erosion and standing water in the ditch that is located beside her property.

Council asked that staff contact the Nova Scotia Environment to be advised as to what measures the Town is permitted to do.

Council asked to have pictures presented of the issue for the next time it is discussed to be better able to view the property.

Council discussed putting this project towards our 2021/2022 budget as there was general agreement that it was not an urgent matter, there is no financial capacity to complete the work, and neither was it an identified priority.

4.3 Municipal Profile and Financial Condition Index Report: 2019 – For Information/Discussion

Mayor Stewart and CAO Jones presented the Municipal Report to Council.

This report reflects that the Town of Oxford's financial condition has been rated as high risk. This means that, because of the challenges that the Town has endured over the last number of years, it is considered high risk for fiscal instability.

4.4 Future Council Meeting Location/Venue – For Discussion

At the September 21, 2020 Regular Council Meeting, Council will attempt to meet at the Town Hall and the meeting will be streamed live to FaceBook for the public. How well this arrangement works will determine the options available to conduct in-person meetings in the future. All Council meetings must be available for the public to access, and the current Council Chambers will not provide sufficient space for the Council and staff to be physically distanced as well as provide space for the public to attend. Through streaming to FaceBook and posting draft minutes, Council meets the order put in place by the Minister of Municipal Affairs and Housing on how to safely meet to continue to conduct Town business.

5. Correspondence

5.1. Cumberland County Exhibition Correspondence

Mayor Stewart presented the Cumberland County Exhibition letter to Council. This letter thanked Council for their past support and are looking forward to working with the Town to promote the upcoming Cumberland County Exhibition in 2021.

5.2. Cumberland Public Libraries Correspondence

Mayor Stewart presented to Council a letter from the Cumberland Public Libraries. This letter informed Council that, as of April 23, 2020, the Cumberland Public Libraries has eliminated late fines for overdue library materials.

6. Adjournment

At 6:40 pm, it was moved and seconded that the meeting be adjourned.

Motion Carried

Patricia Stewart, Mayor

Linda Cloney, Recording Secretary

Fire Department Statistics Town VS. County Responses

2018	Town	County	2019	Town	County
January	6	31	January	5	2
February	(Reported January to April)		February	1	5
March			March	2	5
April			April	2	3
May	8	41	May	1	2
June	(Reported May to September)		June	2	6
July			July	4	4
August			August	1	4
September			September	5	6
October	5	2	October	4	3
November	8	8	November	3	7
December	3	5	December	3	6
Totals	30	87	Totals	33	53

2020	Town	County
January	2	3
February	3	2
March	0	3
April	0	10
May	2	5
June	8	22 Jun-Aug
July		
August		
September		
October		
November		
December		
Totals	15	45

This Agreement made this 28th day of March, 2008

BETWEEN:

THE MUNICIPALITY OF THE COUNTY OF CUMBERLAND,
A Municipal corporation in the Province of Nova Scotia

(hereinafter called "the County")

OF THE FIRST PART

-and-

THE TOWN OF OXFORD
A Municipal corporation in the County of Cumberland and Province of Nova Scotia

(hereinafter called "the Town")

OF THE SECOND PART

WHEREAS the County has requested and the Town agrees to provide fire protection services within a defined geographic area of the County as further defined and set out in Schedule "A" to this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH in consideration of the mutual covenants contained herein, the parties covenant and agree as follows:

DEFINITIONS

1.1 "County Coverage Area"- is that area for which the Oxford Fire Department has responsibility for providing fire protection services. It is graphically represented in Schedule "A" as the area bounded by a solid red line.

1.2 "Basic Fire Protection"- fire protection that is provided when an emergency call is initially responded to by the Oxford Fire Department utilizing its volunteer fire fighting force.

1.3 "Direct Fire Protection Services Costs" equals the total operating budget of the Oxford Fire Department excluding the public fire protection charge (hydrant rental), administration allocations, and fire inspections costs.

TERM

2.1 This Agreement commences on the 1st day of April, 2008. The term of the agreement is for fifteen (15) years, expiring on March 31, 2023.

TERMINATION

3.1 Neither party shall be able to withdraw during the term of the agreement. The agreement will be automatically extended year to year beyond the initial terms of the agreement unless either party has given at least 24 (twenty four) months written notice to the other of its intention to withdrawal.

CONSIDERATION

4.1 The County shall pay the Town the sum of Forty-Eight Thousand dollars (\$48,000) annually (the annual amount) in equal regular monthly payments. The annual amount shall be adjusted in each year subsequent to the initial year of the agreement on the 1st of April by a percentage based on the annual average increase in the consumer price index (CPI) for Nova Scotia for the preceding calendar year, (the base for CPI NS shall be calendar 2007), i.e. 2009/10 contribution shall be based on the annual average change in CPI NS, calculated by Statistics Canada for the period of January 1, 2008 to December 31, 2008 times \$48,000.

4.2 The annual amount, as calculated above, includes operations and capital costs. No future claims will be made during the term of the agreement, except as provided for below.

4.3 Should a change in provincial and/or federal regulation pertaining to fire procedures, practices, apparatus and equipment which impact the operational or capital cost of providing the service in the "County Coverage Area" occur, the parties agree that they will meet and determine an appropriate increase in the annual amount to address such change. These costs will be shared at the ratio of the County's contribution versus the direct fire protection services costs for the Oxford Fire Department times the net costs resulting from the change in regulation(s). This clause specifically excludes facility costs. Should the parties not be able to agree on the amount of an appropriate increase in the annual amount, the matter shall be submitted to arbitration in accordance with the provisions of paragraph 9 of this Agreement.

SERVICE LEVEL

5.1 Except as otherwise specified in this agreement, the level of service provided shall generally be of the same quality that has been provided to date by the Oxford Fire Department. The Town, in cooperation with neighboring rural fire departments for the supplementary supply of water only, will maintain the current Fire Underwriters Survey Ratings for the "County Coverage Area" at the same level as is currently provided. The Town agrees to participate in exercises with County fire departments from time to time to obtain and maintain Superior Water Shuttle Accreditation in the "County Coverage Area". The County recognizes the need for the cooperation of the surrounding County fire departments to maintain the Superior Water Shuttle Accreditation.

SERVICE COVERAGE

6.1 Subject to the provisions of the paragraphs that follow, the Town will respond to emergency calls in the "County Coverage Area", as defined in Paragraph 1, for which they are trained, in the same manner as they would within the boundary of the Town of Oxford.

6.2 The County acknowledges and accepts the fact that not all volunteer member of the Oxford Fire Department have personally agreed to respond to calls outside the boundary of the Town of Oxford however, the Town agrees that the Oxford Fire Department will respond in numbers sufficient to address the emergency at hand.

6.3 The Town agrees to provide basic fire protection to the "County Coverage Area" as defined in Paragraph 1.

6.4 The Town will continue to provide the same level of response to motor vehicle and emergency medical calls as it has in the past.

REPORTING

7.1 The Oxford Fire Department will provide an annual report for the previous calendar year's activities on or before February 15 each year. The report will include the number and type of calls responded to in the "County Coverage Area" as well as response times (out the door and at the scene) and the number of firefighters and apparatuses responding.

GOVERNING LAW

8.1 This Agreement shall be governed by the laws of Canada to the extent they apply and by the laws of the Province of Nova Scotia.

DISPUTE RESOLUTION

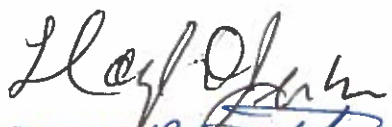




9.1 Any dispute or difference arising out of or in connection with this Agreement that cannot be resolved between the Parties within a reasonable period of time shall be resolved by binding arbitration in accordance with the terms of the Nova Scotia Arbitration Act. The Parties shall be responsible for the costs incurred by the arbitration on an equal basis.

9.2 The "costs incurred by arbitration" shall included all costs directly attributable to the actions of the arbitrator(s) and/or panel, such as their fees and costs, costs for their support staff, costs incurred conducting hearings, etc. All costs incurred by either of the parties in the course of preparation for and presentation of their own case shall be the exclusive responsibility of the party incurring the expense, and no claim for the other party to pay or share in those costs shall be made regardless of the outcome of the arbitration.

THIS AGREEMENT SHALL be binding upon and enure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized officers this ____ day of March, 2008

SIGNED, SEALED AND DELIVERED
in the presence of

)
) The Town of Oxford
)
) per: 
)
) per: 
)
) The Municipality of the County of Cumberland
)
) per: 
)
) per: 
)




The Great Trail

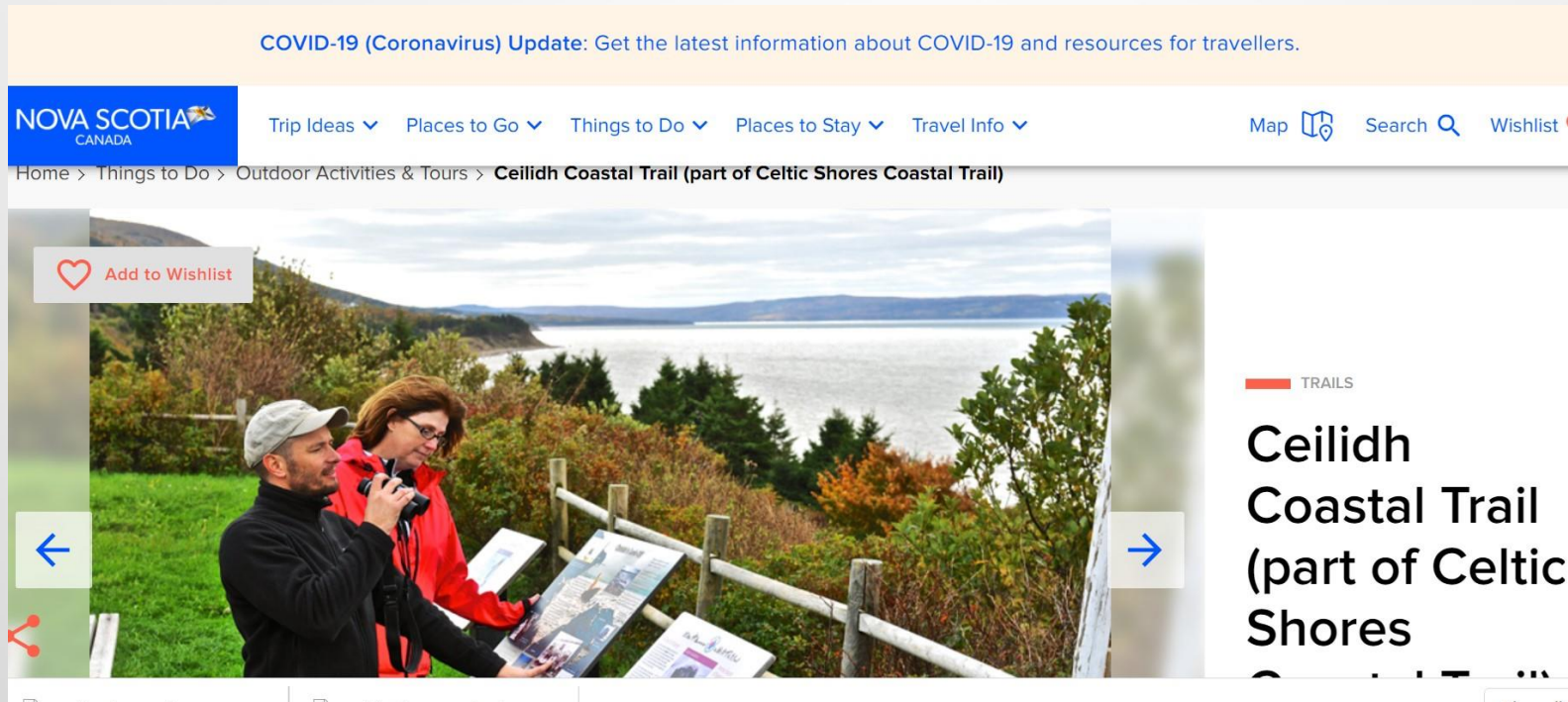
An Asset in our BackYard

Well appointed trails attract people

Current Cumberland Trails Association Effort

- Primary Goal- To hard surface, ditch and drain the Short Line Trail from Oxford to the Colchester County Line to meet with work completed by the Tatamagouche Trails Association
- Secondary Goal –To enhance linking trails with Pugwash and Wallace
- Finally- To erect awesome signage and attractive Trail Heads to enhance the user's experience.

A Destination Trail Overview-



This could be our WEBSITE for the SHORT LINE TRAIL

Hard surfacing allows true multi-use



Attractive signage enhances trail experience



Tatamagouche Butter Trail on the Short Line



The Great Trail

Blue- Oxford to NB

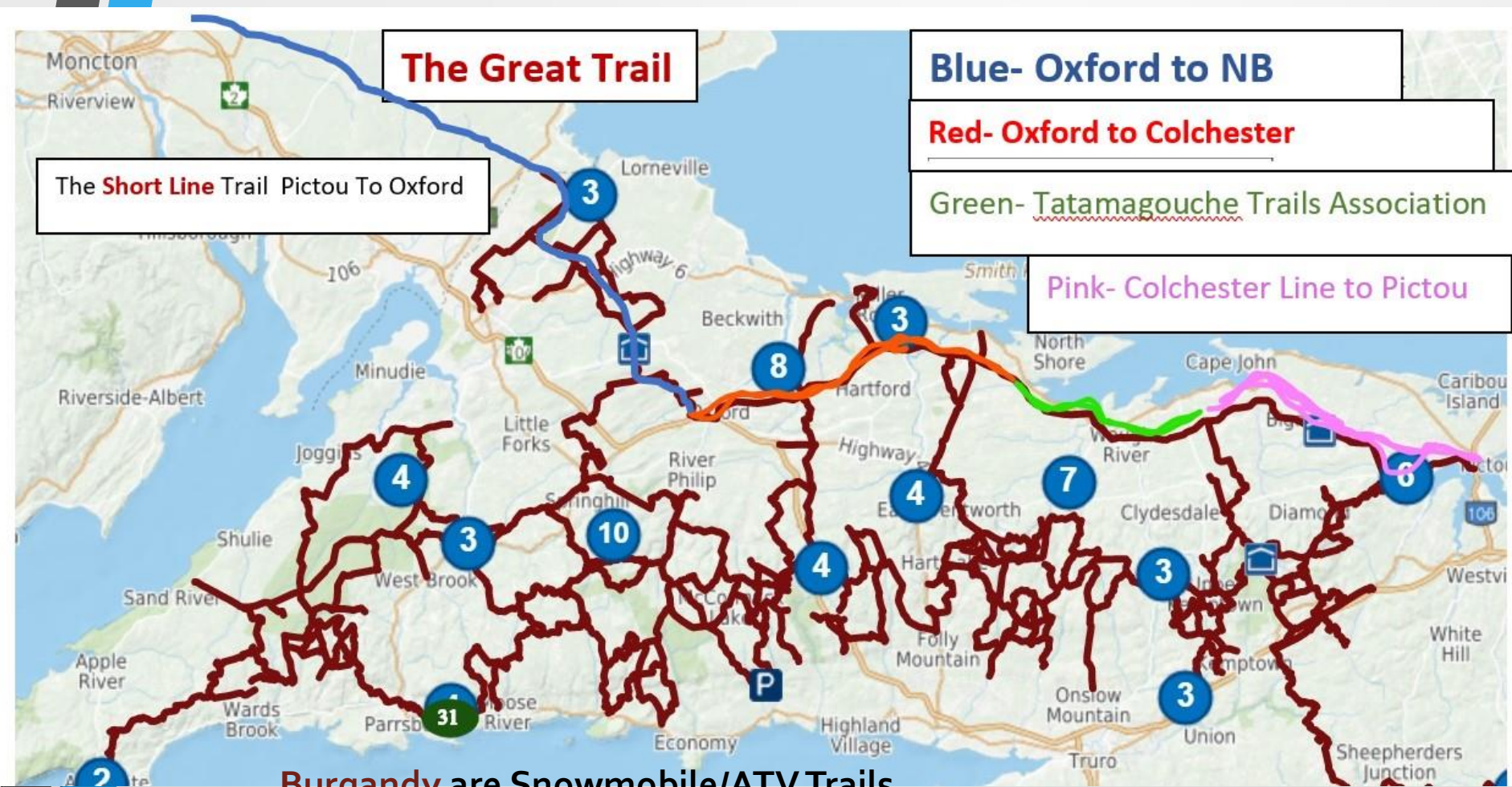
Red- Oxford to Colchester

Green- Tatamagouche Trails Association

Pink- Colchester Line to Pictou

The **Short Line** Trail Pictou To Oxford

Burgandy are Snowmobile/ATV Trails

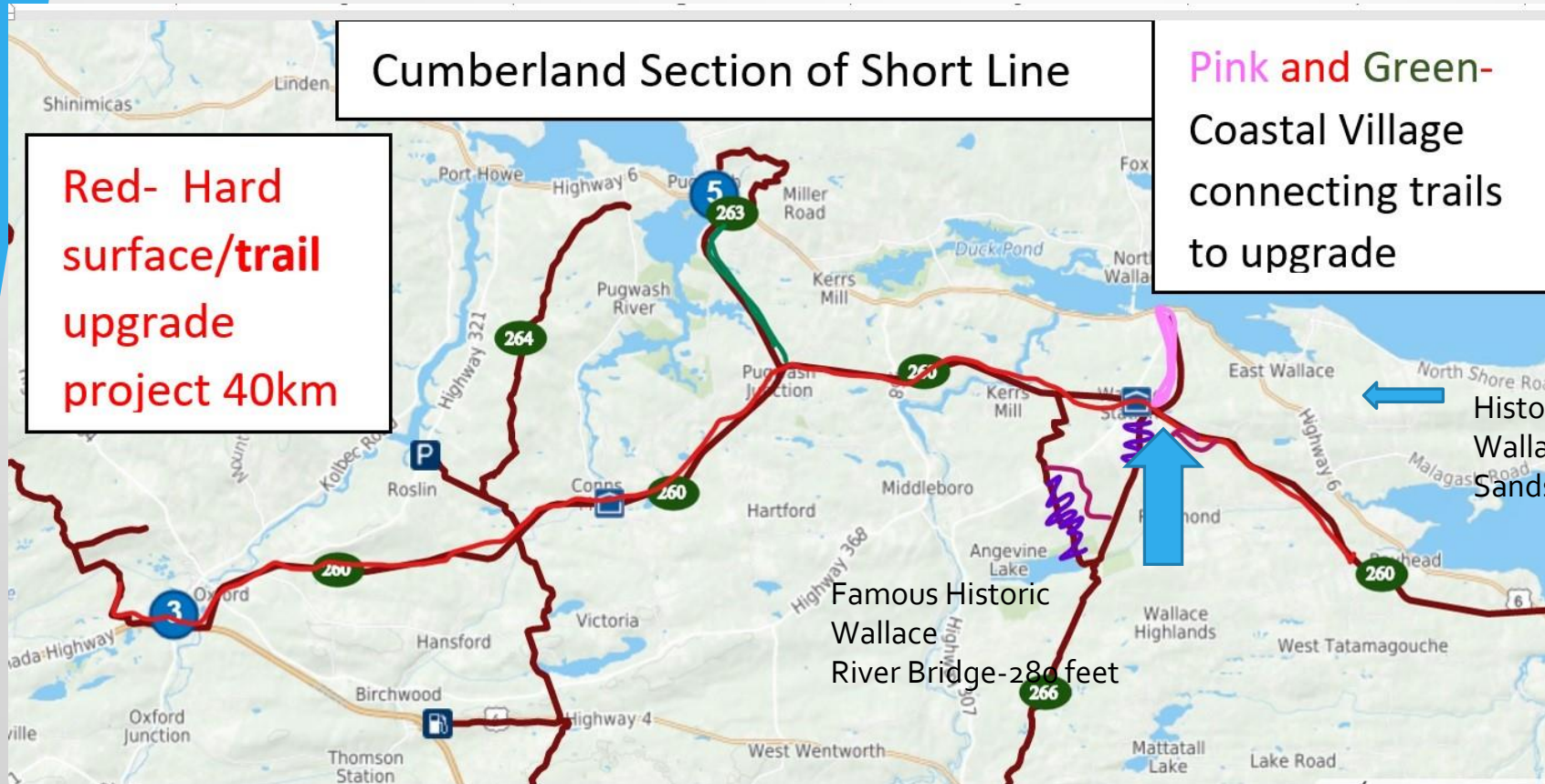


IMAGINE

- A QUALITY TRAIL with Oxford as an anchor on the West end of the Short Line, Tatamagouche as the HUB in the middle and the lovely Town of Pictou in the East? Great loops and diversions into coastal communities of Pugwash, Wallace and River John await...and more...



Cumberland Connect



Colchester



Pictou



Pictou County

Hector Quay

Grohman Knives

River John Amenities

Cultural Centre

Rock Jitney Trail
Signage

Hidden Cafe

Primary Components of a Marketable Trail

- Enhanced user experience
- Great Trail Surfacing and maintenance
- Wow factors—bridges, tunnels, scenery, cool packages
- Signage-wayfinding and historical/informative
- Community connections
- Access to amenities: Accommodations/Food/Fuel/local culture/support
- Reasonable Distance (but not always)

Could there be a Fourth Destination Trail in Nova Scotia?

- The Ceilidh Coastal Trail in Western Cape Breton (92 km)
- The Rum Runners Trail –Halifax to Lunenburg (119 km)
- The Harvest Moon Trail in Annapolis Valley (110 km)

It is time to polish our built infrastructure and market our brand!

THE SHORT LINE! (106 km)



NOVA SCOTIA

Justice
Office of the Minister

PO Box 7, Halifax, Nova Scotia, Canada B3J 2L6 • Telephone 902 424-4044 Fax 902 424-0510 • www.gov.ns.ca

SEP 30 2020

Allison Gillis, Warden
Municipality of the County of Cumberland
1395 Blair Lake Road
Upper Nappan, NS B4H 3Y4

Patricia Stewart, Mayor
Town of Oxford
5201 Main Street
Oxford, NS B0M 1P0

Dear Warden Gillis and Mayor Stewart:

This letter is further to my correspondence dated June 1, 2020, regarding the 2017 Policing Review that was completed for Cumberland District RCMP.

Both funding partners, the Municipality of the County of Cumberland and the Town of Oxford councils have voted to implement the recommendations from the 2017 Policing Review that includes an overall reduction of 3 Regular Members in RCMP Cumberland and reprofile one these Constable positions to a Public Service Employee. This would result in the closure of the Pugwash Detachment and combine Oxford and Pugwash resources at the Oxford Detachment. The reduction of 3 Regular Members would result in a total of 28 Regular Members in Cumberland RCMP District.

Please be advised that I have approved the reprofiling of 1 Regular Member to a Public Service Employee to serve as a District resource as a Court Liaison Officer. RCMP has been advised that as soon as there is a vacancy in Cumberland County, this staffing can occur; otherwise, one years' notice would be provided.

Before approval can be endorsed for the reduction of an additional two Regular Members in Cumberland, I have requested updated stats from RCMP to include calendar years 2018 and 2019. The updated crime statistics will provide a level of confidence to ensure that an adequate and effective level of policing can be maintained.

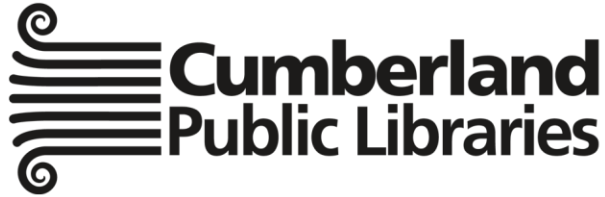
The other recommendations in the Policing Review will also be pending until updated crime statistics are received, including the revised billing based on calls for service and the closure of the Pugwash Detachment, which would only occur after consultation with RCMP, Municipal Council, Advisory Bards and the local community.

My staff will continue to work with you on the implementation process.

Yours truly,



Mark Pury



PO Box 220
21 Acadia St., 2nd floor
Amherst, Nova Scotia
B4H 3Z2
information@cumberlandpubliclibraries.ca

Mayor Stewart and Municipal Council
Oxford Town Hall
Oxford, Nova Scotia
P.O. Box 338
B0M 1P0

September 30, 2020

Dear Mayor and Council members:

I am writing to inform you that the Cumberland Regional Library Board approved several changes to their bylaws at the September 3, 2020 meeting. These changes will take effect as of November 1, 2020.

Specifically I'd like to draw your attention to the Article III:

ARTICLE III MEMBERS:

Section A - The Library Board shall be made up of one representative from each participating municipal funding unit.

Section B - The Province of Nova Scotia shall be represented by two members on the Board.

Section C - Additional representatives shall be appointed with the agreement of all member parties.

Section D- Each appointing body has complete discretion in its appointments to the Board within the following guidelines: no current staff member of the CPL shall be appointed to the Board; no former staff member of the CPL shall be appointed to the Board within a period of 5 years from the date of the separation from service with the CPL; and no Board members shall be re-appointed to the Board if they have failed to attend at least 50% of the regular, special and Board committee meetings in the previous year unless absence was due to a justifiable cause.

Section E- All members are expected to adhere to the CPL Library Board, Staff, and Volunteer Code of Conduct and Conflict of Interest Policy

This change will not have any impact on the number of representatives from the Town of Oxford but it does better reflect Section 10 (2)(a-c) of the Libraries Act:

*(2) A regional library board shall consist of
(a) one member appointed by each city, town and municipality that is a party to the agreement;
(b) two members appointed by the Governor in Council; and
(c) additional members appointed in such manner and number as the parties to the agreement agree.*

As this change does not occur until after the October 17, 2020 election no action needs to be taken until the Council appoints committee members at their regular meeting.

Please contact me if you have any questions regarding this matter.

Sincerely,

Denise Corey
Chief Librarian, Cumberland Public Libraries

Encl. Cumberland Regional Library Board Bylaws Amended September 2020

cc. Councillor Brenton Colborne
Ms. Rachel Jones, CAO
Mr. Dale Fawthrop, Library Board Chair

CUMBERLAND REGIONAL LIBRARY BOARD

By-Laws

February 2004; Amended June 2011; Amended November 2011; Amended April 2015;
Amended September 2020

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ARTICLE I NAME:

This body shall be known as the Cumberland Regional Library Board and shall operate under the terms of the Libraries Act and Regulations, c.254, Revised Statutes of Nova Scotia 1989, as amended from time to time and agreements entered into under the Act.

The Cumberland Regional Library Board manages and operates the “Cumberland Public Libraries”, a body corporate pursuant to the Libraries Act of Nova Scotia.

ARTICLE II MISSION:

To promote life-long learning and recreation, fostering an appreciation of literature at all ages, by providing free access to the world of media and technology to the residents of Cumberland County.

ARTICLE III MEMBERS:

- Section A - The Library Board shall be made up of one representative from each participating municipal funding unit.
- Section B - The Province of Nova Scotia shall be represented by two members on the Board.
- Section C - Additional representatives shall be appointed with the agreement of all member parties.
- Section D- Each appointing body has complete discretion in its appointments to the Board within the following guidelines: no current staff member of the CPL shall be appointed to the Board; no former staff member of the CPL shall be appointed to the Board within a period of 5 years from the date of the separation from service with the CPL; and no Board members shall be re-appointed to the Board if they have failed to attend at least 50% of the regular, special and Board committee meetings in the previous year unless absence was due to a justifiable cause.
- Section E- All members are expected to adhere to the CPL Library Board, Staff, and Volunteer Code of Conduct and Conflict of Interest Policy

ARTICLE IV OFFICERS:

- Section A - The Executive Committee shall be the Chair, Vice-Chair and Treasurer.
- Section B - The Regional Librarian shall act as Chief Executive Officer and

Secretary to the Board. The Regional Librarian shall be an ex-officio member of the Board.

- Section C - Election of Officers.
The Executive shall be elected by majority vote of the members present at the Annual Meeting of the Board held in April.
- Section D - Presiding at Meetings.
The Chair shall preside at all meetings of the Board.
In the absence of the Chair, the Vice-Chair shall preside at any regular or special meeting of the Board. In the absence of the Chair and the Vice-Chair, the meeting shall be presided over by the Treasurer.
- Section E - Signing Authority.
The signing officers shall be any 2 of the following: Chair, Treasurer, Chief Librarian, Deputy Chief Librarian; however, of the 2 persons one must be a Trustee and one must be either the Chief Librarian or Deputy Chief Librarian.
- Section F - Notice of Meetings, Records, Minutes, etc.
The Chief Librarian shall keep the records of the Board, shall advise on Meetings, and convey appropriate materials to members of the Board, and perform such duties as may properly belong to this office or be delegated by the Board.

ARTICLE V MEETINGS:

- Section A - Meetings.
The Board shall hold not fewer than 5 regular meetings in any fiscal year. These meetings shall be held in April, June, September, November and February.

Meetings may be attended in person, by telephone, or by other electronic means with approval of the Chair.
- Section B - Special Meetings.
Special meetings may be called:
a) by the Chair
b) by the Vice-Chair in the absence of the Chair
c) by the majority of the Board at any regular meeting.
- Section C - Annual Meeting.
The Annual Meeting shall be held in April. The Election of Officers is held at this meeting, and a draft budget for the coming fiscal year will be presented to the Board.

Section D - Quorum.
At any meeting of the Board, or by an e-mail vote, half of the members duly appointed, plus one, shall constitute a quorum. If any such number results in a fraction, it shall be rounded down to the nearest whole number (example: appointed membership is 5, a quorum is 3).

Section E - Mileage.
Board members are paid mileage for travel to meetings and library-related conferences based on the prevailing Provincial rate.

ARTICLE VI COMMITTEES:

Section A- The Board may appoint ad hoc committees as from time to time as it deems necessary. These committees may also include staff and public representatives, as well as outside experts if relevant to the needs of the committee. Ad hoc committees are to serve until the final report of the work for which they were appointed has been filed with the Board.

ARTICLE VII VOTING:

Section A- Motions at regular Board meetings
Motions at a duly constituted Board meeting shall be carried by a majority of the members present. The Chair has a vote. In case of a tie, the motion is not carried.

Section B- Motions by way of e-mail
If a decision must be made between meetings of the Board, an e-mail vote may be taken, if all members agree, and provided the following steps are taken:

a) The Board Chair or the Chief Librarian will provide the reason for the e-mail vote and relevant information. All members need to reply and indicate their agreement to proceed by way of an e-mail vote, whereupon 2 members have to formulate, move, and second a motion, which shall then be sent to all members. If a member is unable to participate due to illness or absence from the area or other cause, the reply of members who would be able to attend a meeting constitutes sufficient consent.

b) The Chair shall determine the number of days, not more than 5, available to respond and discuss by e-mail.

c) On the last of the days set, the Chair will call for an e-mail vote, within a certain time period set by the Chair.

d) Any members whose e-mail vote is not received within the set time will be regarded as having abstained.

- e) Results will be disseminated to all Board Members via e-mail.

ARTICLE VIII ENDOWMENT FUND

An endowment will be held by the Cumberland Regional Library Board. The capital of this endowment fund shall be strictly preserved and shall be invested in accordance with the Board's directions.

Section A- Funds

Funds placed into the endowment fund will come from:

- a) All testamentary gifts or donations of any kind which are either specifically designated for the Endowment Fund or which are described restrictively for the income to be used only and not the capital.
- b) Surplus funds that have been designated by the board to become part of the Endowment Fund.

Section B- Use of income

The income of this Endowment Fund, or so much of it as the Members of the Board deem advisable from time to time, may be used for the general purposes of the Board.

Section C- Emergency provisions

In the case of a fiscal emergency and with the unanimous consent of all Members of the Board, the capital, or a portion of it, may be borrowed or spent to alleviate the emergency or to preserve the continued existence of the Board.

ARTICLE IX PARLIAMENTARY PROCEDURE:

The Standard Code of Parliamentary Procedure by Alice Sturgis, will be used as reference.

ARTICLE X AMENDMENTS:

Amendments to these bylaws may be made at any regular meeting by majority vote of those present, providing that each member has received notification in writing of the specific proposed amendment at least thirty (30) days prior to the regular meeting.