

**TOWN OF OXFORD**

**POLICE ADVISORY BOARD**

**Tuesday, October 6, 2020**

**NOTICE OF MEETING**

DATE: Tuesday, October 6, 2020

TIME: 6:00 PM

PLACE: Council Chambers

**AGENDA**

1. Call to Order
2. Approval of Agenda
3. Approval of the Minutes of the Previous Meetings – Regular Meeting January 7, 2020  
- Special Meeting January 30, 2020
4. Business
  - 4.1 RCMP Report
  - 4.2 Business from the previous meeting
    - 4.2.1 Proposal to complete intersection presented to Council - discussion
    - 4.2.2 RCMP enforcing By-laws set out in the Town
    - 4.2.3 RCMP numbers – comparisons were high last quarter
    - 4.2.4 Vacant positions on Board
  - 4.3 New Business
    - 4.3.1 COVID-19
  - 4.4 Correspondence
  - 4.5 Board Member Issues
  - 4.6 Municipal Issues
  - 4.7 Date and time for next meeting
5. Adjourn



## Minutes of the Police Advisory Board

Place: Council Chambers  
Date: Tuesday, January 7, 2020  
Chair Presiding: Byron MacDonnell  
Members Present: Annie Crowe, Councilor Wade Adshade, Councilor Dawn Thompson and S/Sgt. Craig Learning.  
Recording Secretary: Linda Cloney

***A quorum was present throughout the meeting.***

### 1. Call to order

Acting Chair MacDonnell called the meeting to order at 6:00 pm and welcomed Councilor Wade Adshade to the Police Advisory Board. Councilor Adshade is replacing Councilor Clarke's seat on the board.

### 2. Approval of Agenda

It was moved and seconded that the agenda of the Police Advisory Board Meeting for January 7, 2020 be approved as circulated.

***Motion Carried***

### 3. Approval of Previous Minutes

It was moved and seconded that the minutes of the Police Advisory Board Meeting October 1, 2019 be approved as circulated.

***Motion Carried***

### 4. Business

#### 4.1 RCMP Report

S/Sgt. Craig Learning presented the RCMP report in detail. Below are the highlights discussed:

- The numbers of calls for service are exceptionally higher than last year. S/Sgt Craig Learning will review this and report back to the board.

- The Community Policing Officer – Cst. Sarah Pennoyer – will soon be on maternity leave and RCMP are planning ways to keep this service available for the community.
- Human trafficking was discussed.
- There was a general discussion regarding fine revenue.
- By-law enforcement was discussed, and S/Sgt Craig Learning will review if the RCMP are able to enforce by-laws set by the Town.
- Cybercrime was discussed.

It was moved and seconded that the RCMP report for this quarter presented on Tuesday, January 7, 2020 be accepted as presented.

**Motion Carried**

*A copy of the RCMP report is filed.*

**4.2 Business from the previous meeting**

**4.2.1 Data Collection Update**

There was a general discussion regarding the data collection. Linda will contact Greg O'Brien for an update on the status of the data collection.

**4.2.2 Annual Performance Plan Acknowledgement of Consultation Form**

Oxford Town Council approved the Community Priority Issues recommended by the RCMP and the Oxford Police Advisory Board. The Community Priority Issues approved are: 1. Crime Reduction – violence, property and drugs, 2. Connecting with the Community – enhancing relationships, 3. Cybercrime – mitigate cybercrime, and 4. Road Safety – speed, seatbelts, impaired and distracted driving. Linda will e-mail the signed Annual Performance Plan Acknowledgement to S/Sgt Craig Learning.

**4.2.3 Minister Appointment Police Advisory Board Member Update – email from Donna Jewers**

The board had a discussion regarding the Minister Appointment for a Police Advisory Board member. This position is currently not filled. Linda will contact Donna Jewers for an update on this matter.

**4.2.4 Police Services Review Update**

Acting Chair MacDonnell gave an update on the Police Services Review.

**4.3 New Business**

**4.3.1 Election of a Chair**

It was moved and seconded to appoint Byron MacDonnell as Chair for the Oxford Police Advisory Board.

***Motion Carried***

#### **4.4 Correspondence**

##### **4.4.1 Cumberland in Review**

*A copy of this is filed.*

##### **4.4.2 Email from Department of Justice**

Donna Jewers sent a thank you to the Police Advisory Board for their time and dedication to the community.

*A copy of this e-mail is filed.*

#### **4.5 Board Member Issues**

Nil

#### **4.6 Municipal Issues**

Nil

#### **4.7 Date and time for next meeting**

Chair MacDonnell advised the Police Advisory Board Members that the next meeting is scheduled for Tuesday April 14, 2020 at 6:00 pm in the Council Chambers.

#### **5. Adjourn**

At 6:50 pm, it was moved and seconded that the meeting be adjourned.

***Motion Carried***

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**Byron MacDonnell, Chair**

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**Linda Cloney, Recording Secretary**



## Minutes of the Police Advisory Board Special Meeting

Place: Council Chambers  
Date: Thursday, January 30, 2020  
Chair Presiding: Byron MacDonnell  
Members Present: Councilor Wade Adshade and Councilor Dawn Thompson  
Regrets: Annie Crowe  
Recording Secretary: Linda Cloney

***A quorum was present throughout the meeting.***

### 1. Call to order

Chair MacDonnell called the meeting to order at 6:00 pm.

### 2. Proposal to Complete Intersection Review – WSP Canada Inc.

Members of the Police Advisory Board had a discussion regarding the proposal that WSP Canada Inc. presented regarding the intersection on Main Street, Lower Main Street and Water Street.

It was moved and seconded to recommend to Council to approve the review of the intersection of Main, Lower Main, and Water Streets by WSP Canada Inc. as indicated within their proposal, dated January 23, 2020.

***Motion Carried***

### 3. Adjourn

At 6:05 pm, it was moved and seconded that the meeting be adjourned.

***Motion Carried***

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Byron MacDonnell, Chair

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Linda Cloney, Recording Secretary

**RCMP**



ROYAL CANADIAN MOUNTED POLICE

# Oxford

## Police Advisory Board

**April 1 – August 31, 2020**

Submitted by Sgt. Jason Pennoyer

The Cumberland District RCMP is made up of five offices located in Amherst, Springhill, Pugwash, Parrsboro and Oxford. The Amherst office consists of a Staff Sergeant, Sergeant, Corporal, Community Policing Officer, 5 general duty Constables as well as 2 District Assistants. Also sitting in our Amherst office is our Cumberland County Street Crime Unit which is comprised of a Corporal and 2 Constables from the RCMP as well 2 Constables from the Amherst Police Department. The North East Nova Domestic Violence Coordinator also works out of the Amherst Detachment. See **Appendix A** for a list of all District Employees.

**April 1, 2020 to August 31, 2020**

**CALLS FOR SERVICE:**

**OCCURRENCE STATS OXFORD RCMP:**

**Including traffic SOTS and Check-stops**

<b>TOWN</b>	<b>April 1 to August 31, 2020</b>	<b>April 1 to August 31, 2019</b>
Zone 12 – Town	371*	809**
OXS – Oxford school	1	1
<b>TOTAL TOWN</b>	<b>372</b>	<b>810</b>

<b>RURAL</b>	<b>April 1 to August 31, 2020</b>	<b>April 1 to August 31, 2019</b>
Zone 6	209	366
Zone 7	115	132
Zone 8	22	187
Zone 15	0	0
Zone 16	4	5
TCH TC1	1	4
TCH TC2	71	291
OXF	0	0
<b>TOTAL RURAL</b>	<b>422</b>	<b>985</b>
<b>TOTAL TOWN AND RURAL</b>	<b>794</b>	<b>1,795</b>

\*Total includes vehicles checked at checkpoints through period in 2020: 250

\*\*Total includes vehicles checked at checkpoints through period in 2019: 438

# Oxford Detachment Updates

April 1, 2020 – August 31, 2020

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## Oxford RCMP Detachment members responded to:

11 Quarantine act  
17 Operation while Impaired  
19 Wellbeing check

complaints throughout this period.

### 2020-188603

Call for Domestic Assault via 911. Two female victims were waiting in car outside residence when members arrived on scene. Both provided statements. When members approached the house the male suspect allowed entry to the home. After speaking to the male he was arrested on the allegations of assault and transported to Amherst cells where he was interviewed and held for court in the morning. Male was placed on conditions and charged with Adult Assault x 2. Same male subject was charged in a subsequent (2020-901761) file related to this where he evaded police for 2 weeks. Police located male and arrested and charged with Uttering Threats and Fail to Comply x 3. The matter is currently before the court

### 2020-885435

Threats received through Facebook message threatening to kill complainant and to go to complainant's apartment and trash it. Complainant had a voice message and a screen shot of the Facebook threat and it was determined that the Subject of Complaint was arrestable for Uttering Threats x 2. Adult female was arrested, charged and released on an Undertaking with no contact condition for victim. Matter is before the court.

### 2020-607355

Dispatched to a wellness check from the daughter of a senior in Oxford. Members learned the complainant was not actually the daughter but a person suspected of being involved in defrauding the male of about \$95,000 since February of 2020. The victim changed phone numbers but the fraudster remained persistent and after several phone number changes, the victim was told to not provide any more money and to change phone numbers once again. Victim to gather as much detail as possible regarding the fraud for police investigation but believes that this is not a scam and is legitimate. SUI

### 2020-1053355

Report of a noise complainant. The visiting male had a possible warrant of arrest. The Endorsed warrant was confirmed by attending Officer. While addressing the noise complaint the arrestable male came into view in the living room area. Member told the male he was under arrest. The male fled into the back bedroom, Members broke the threshold of the entrance and took the individual into custody. The suspect resisted arrested and declared it was not him. While attempting to secure him, member told the suspect that it was an endorsed Warrant so he could be released with a new court date. At this point a female individual became involved and assaulted an attending officer in the head. The female is currently on parole. A Warrant of apprehension was issued for the female by Parole Services and both individuals were held for court.

**2020-654039**

Motor Vehicle Collision called in by tow truck driver. A call was received for an accident off the road. When the tow truck driver spoke to driver of the vehicle he noticed that the male was slurring his words. An immediate patrol was made and the driver was located. He had no injuries. An odor of liquor was detected so ASD was given which resulted in a warning. It was learned that the driver was from Boston and had crossed border and was not self isolating. Driver had no contacts in Nova Scotia so he was transported home. A 7 day driving suspension was issued and several SOTS were given including one for Failing to Quarantine. As per protocol the officer contacted the supervisor who advised that 811 should be called in relation to her contact with the male and the vehicle was to be sanitized. 811 advised that contact with the individual constituted self isolation for RCMP member. They also advised that the male should contact 811 in order to be tested. Testing results were negative.

# ANNUAL PERFORMANCE PLAN

## **Crime Reduction – Violence/Property/Drugs**

*Initiative: Conduct pro-active and enhanced enforcement, education, and awareness measures, which will in turn contribute to the Division's goal of reducing crimes against persons and property by 2% in comparison to 18/19 values.*

The following are measures and targets for **Fiscal Year End 2020**. Results are reflective of first, second and third quarters.

- 350 CSO Checks
- 210 \* Note – Number not wholly accurate. Previous issues with record keeping.
- 23 Presentations Relating to Violence, Property Crime, and Drugs (Not cybercrime or Road-safety. Those numbers are reflected further in this report)
- 23
- 100 Street Crime Enforcement Unit Judicial Authorizations (Warrants, etc.)
- 34 \* Note – Unit turnover / absence.
- 3481 Pugwash Seasonal Property Checks
- 507

## **Road Safety – Speed/Seatbelts/Impaired and Distracted Driving**

*Initiative: Conduct pro-active & enhanced enforcement, education, & awareness measures, which will in turn contribute to the Division goal of : 1) A 3% reduction of fatal/serious injury collisions over past 2 year average; 2) A 1.5% reduction of reportable MVCs compared to the previous fiscal year.*

The following are measures and targets for **Fiscal Year End 2020**. Results are reflective of first, second and third quarters.

- 31 Road Safety Initiatives.
- 48
- 25 Impaired Driving Investigations (cleared by charge).
- 16
- 2000 Traffic Contacts (SOT/Warnings/Defect Notices).
- 1600

## **Connecting With Community – Enhancing Relationships**

*Initiative: Connecting with our Communities and Enhancing Relationships.*

The following are measures and targets for **Fiscal Year End 2020**. Results are reflective of first, second and third quarters.

- Engagement with Our Multicultural Community Members.
- Participation in 'other' Community Based Initiatives/Events.
- 43

## **Cybercrime – Mitigate Cybercrime**

*Enhance awareness regarding cybercrime(s) both externally, through presentations and other awareness campaigns, and internally, by ensuring cybercrime files are being appropriately scored.*

The following are measures and targets for **Fiscal Year End 2020**. Results are reflective of first, second and third quarters.

- 31 Cybercrime Initiatives and/or Presentations
- 14

## APPENDIX A

The following is a list of all members and staff who are currently posted to Cumberland District R.C.M.P.

**District Commander:** S/Sgt. Craig Learning (Currently ODS)  
**Operations NCO:** Sgt. Jason Pennoyer A/District Commander  
**Community Policing Officer:** Cst. Sarah Pennoyer (Currently on MAT leave)

### Amherst Office

**Team Leader: Cpl. Josh DuBois**

Cst. Victor Manuel  
Cst. Jeffrey Campbell  
Cst. Phil Basque  
Cst. Matt Bray  
Cst. Richard Harvey  
D/A Lina Taraschi  
D/A Rachael McLellan

### Oxford Office

**Team Leader: Cpl. Robert Parris**

Cst. Paul Cheesman  
Cst. Heather Graves  
Cst. Donald Fisher  
Cst. Heather Lourie  
D/A Linda Calder

### Parrsboro Office

**Team Leader: Cpl. Troy Gill**

Cst. Troy Hopkins  
Cst. Tyler Smith  
Cst. Don Matthews  
Cst. Steve Maddison  
D/A Heather Winters

### Pugwash Office

**Team Leader: Cpl. Shawn Galbraith**

Cst. Marc Blinn  
Cst. Rena Currie  
Cst. Brenna Counter  
D/A (Position Vacant) - Due to Alannah receiving a promotion to the CLO position in Amherst

### Springhill Office

**Team Leader: Sgt. Dave Lilly (currently ODS)**

Cst. Tom Livingstone  
Cst. Mike Currie  
Cst. Marilyn Campbell (Currently ODS)  
Cst. Stephanie Guzzwell  
Cst. Dan Anger  
Cst. James Campbell (Currently ODS)  
Cst. Gina MacRae (Arriving from Ontario)  
D/A Cindy MacDonald

**Street Crime Enforcement Unit Team Leader: Cpl. Clay Wortman & A/Ops NCO**

Cst. Mike Black  
Cst. Ryan Wilson  
Cst. John Haggerty (APD)  
Cst. Derek Hebert (APD)

**Court Liaison Officer**

Alanna Blanch

**Domestic Violence Coordinator Irma McCallum**



## Minutes of the Committee of the Whole

Place: Council Chambers

Date: Monday, February 3, 2020

Presiding Officer: Mayor Patricia Stewart

Councilors Present: Councilors Brenton Colborne, Dave Clark, Dawn Thompson, Wendy Sweet-Kontuk and Wade Adshade.

Regrets: Deputy Mayor Rick Draper

***A quorum was present throughout the meeting.***

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

In attendance: Jennifer Hickey – Homewarming, Jason Haughn - Municipal Advisor, Department of Municipal Affairs, and Mark Rushton – Reporter, Six Rivers News

### 1. Call to Order

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

### 2. Approval of Agenda

Add 6.2 – Letter from Keith Hunter

Add 6.3 – Order of Nova Scotia

It was moved and seconded that the agenda of the Committee of the Whole Meeting for February 3, 2020 be approved as amended.

***Motion Carried***

### 3. Presentations

#### 3.1 Homewarming – Jennifer Hickey

Jennifer Hickey gave a presentation regarding the Homewarming program. Below are highlights from the presentation:

- Homewarming is a program that receives funding from the Province of Nova Scotia as well as Nova Scotia Power.
- Homewarming is a partnership between Clean Foundation and Efficiency Nova Scotia.
- Homewarming asked Council to help spread the word regarding the program.
- This program now includes homeowners that heat their homes with wood, oil, wood pellets, natural gas, electric, etc.
- A homeowner is considered as someone that may have a mortgage on a home, a rent to own a home agreement and someone that owns their home.

- People are welcome to go to their websites for more information – homewarming.ca and efficiencyns.ca

Council asked staff to promote this information on the Town Facebook page and Town website. The staff currently have the Homewarming information at the front counter in Town Hall for anyone interested.

*Following this presentation, at 6:18 pm, Jennifer Hickey exited the meeting.*

#### **4. Approval of Previous Minutes**

##### **4.1 Committee of the Whole – 6 January 2020**

It was moved and seconded that the minutes of the previous Committee of the Whole Meeting dated January 6, 2020 be approved.

***Motion Carried***

#### **5. New Business**

##### **5.1 RFD #002-2020 Police Services Review Committee Report**

It was moved and seconded that the Committee of the Whole recommends to Council to accept the proposal as presented to Oxford and Cumberland County on March 18, 2019 with the reduction of three members overall in the district with the cost savings for Oxford to be clarified by Department of Justice.

Council had a general discussion regarding the recommendation from the Police Services Review Committee to accept the proposal as presented on March 18, 2019.

It was discussed that Oxford Council should build a stronger communication link with the Police Advisory Board. Also, the idea of the Oxford Police Advisory Board to join the Municipality of the County of Cumberland Police Advisory Board as a Joint Board was discussed.

Mayor Stewart thanked all those who were involved in the Police Services Review process.

***Motion Carried***

##### **5.2 Department of Municipal Affairs & Housing – Bill 58: Information**

Council had a general discussion regarding the Department of Municipal Affairs & Housing – Bill 58.

*A copy of this letter is a part of the Council Package and has been filed.*

##### **5.3 CJSMA Draft 2020/21 Operating Budget: Discussion**

Council commented that there is not a lot of change with the budget

It was moved and seconded that the Committee of the Whole recommends to Council to accept the Cumberland Joint Services Management Authority Budget as presented.

***Motion Carried***

#### **5.4 Notice of Policy Amendment: Travel and Expense Policy**

The housekeeping change that needs to be made is on page 4 of the Travel and Expense Policy under the heading Reporting Requirements is the reference of the Municipal Government Act from 65A to 65D. The policy will be brought forward to the regular Council meeting.

#### **5.5 Alcohol Symposium Report: Information**

This was added in the Council Package for information.

*A copy of this report is filed.*

#### **5.6 Police Advisory Board Recommendation: Discussion**

The Police Advisory Board recommended to Council to approve the review of the intersection of Main, Lower Main, and Water Streets by WSP Canada Inc. as indicated within their proposal, dated January 23, 2020.

Committee of the Whole agreed to consider the recommendation during the upcoming budget discussions.

### **6. Correspondence**

#### **6.1 Cumberland Municipal Alcohol Program**

Cumberland MAP Committee sent a thank you letter for Council's continued support and participation with the MAP Committee.

#### **6.2 Letter from Keith Hunter**

February 23 is statistically the coldest night of the year in Canada. Keith Hunter is a member of a team that is participating in the sponsored walk. The purpose of the walk is to raise funds to support homelessness people and those at risk of homelessness in our communities. It was encouraged to Council members that want to donate to support this cause may do so on the website [cnoy.org](http://cnoy.org) or contact Keith Hunter personally.

#### **6.3 Order of Nova Scotia**

The Order of Nova Scotia is the highest honour in the Province that the Province can bestow on an individual. It recognizes people who have made an exceptional contribution to their community and/or the Province. Council have been asked to promote the Order of Nova Scotia throughout our community. Staff have the applications of nomination forms at the front counter in the Town Hall available to the public. The closing date for this is March 20, 2020

## 7. In-Camera

At 6:47 pm, it was moved and seconded to go in-camera to discuss a personnel issue.

***Motion Carried***

*At 6:47 pm, Jason Haughn, Mark Rushton and Linda Cloney exited the meeting.*

At 7:16 pm, it was moved and seconded to come out of in-camera and resume the Committee of the Whole Meeting.

***Motion Carried***

## 8. Adjournment

At 7:16 pm, it was moved and seconded that the meeting be adjourned.

***Motion Carried***

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Patricia Stewart, Mayor

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Linda Cloney, Recording Secretary



January 23, 2020

Linda Cloney,  
Deputy Clerk  
Town of Oxford

via email: [lcloney@town.oxford.ns.ca]

**RE: Proposal to Complete Intersection Review  
Main Street/Lower Main Street at Water Street, Oxford, Nova Scotia**

2020-03

Dear Ms. Cloney:

As requested, this is our proposal to conduct an Intersection Review for Main Street/Lower Main Street at Water Street in Oxford, NS (See Figure 1). The existing T-intersection is stop controlled on all approaches, however, there has been a history of rolling stops and concerns with vehicle and pedestrian conflicts at this location. WSP has completed many intersection reviews throughout the region and we have a strong understanding of this assignment and its requirements. This letter outlines our objectives, project team as well as our proposed scope and associated budget.

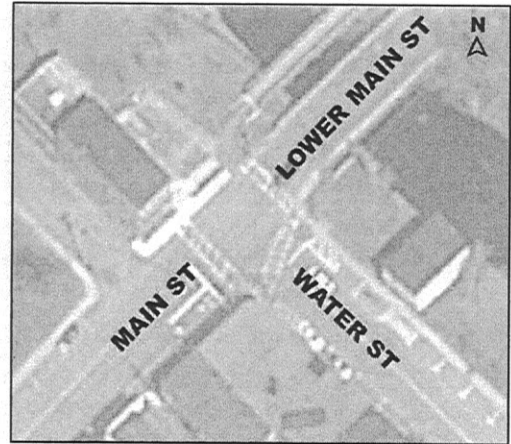


Figure 1 – Study Intersection, Oxford, NS

### STUDY OBJECTIVES

The primary objective of this assignment is to conduct an intersection review for the Main Street at Water Street intersection that:

- Establishes existing traffic conditions at the Study Intersection using traffic volume data provided by the Town;
- Considers lane configuration and traffic control modifications that could be made to the Study Intersection; and,
- Assesses the impact of intersection changes to the Study Intersection.

### PROJECT TEAM

Our project team includes professionals experienced in the practice of traffic engineering with extensive experience preparing intersection reviews of this scope. Key team members are described below:

Greg O'Brien, P.Eng. – will act as Project Manager and Senior Advisor for this Project, providing input on options and reviewing all submissions for quality assurance. He has been actively involved in traffic engineering and transportation planning for more than twenty years. He is a knowledgeable transportation engineer with extensive experience in preparation and review of Traffic Impact Studies, site plans and transportation functional designs. Greg is a member of the Transportation Association of Canada Traffic Operations and Management Standing Committee (TOMSC) and is a Past President of the Atlantic Section of the Canadian Institute of Transportation Engineers (CITE). He is familiar with the study area and is a registered Professional Engineer in the Provinces of Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador.

Hannah McBride, MScE, EIT - will act as Transportation Engineer for this project. Hannah will be responsible for the management of technical documentation, reviewing and analyzing traffic data as well as preparation of the final report. Since joining WSP, she has been heavily involved in several intersection and crosswalk reviews throughout the Maritimes. Her experience with traffic and active transportation projects as well as interests in emerging practices will be an asset to this project. Hannah is a registered Engineer in Training in Nova Scotia.



## STUDY METHODOLOGY

The following section describes the tasks necessary to complete the Intersection Review for Main Street/Lower Main Street at Water Street:

1. WSP has previously met with the Town of Oxford representatives and have provided count forms for the Town to collect vehicle intersection turning movement data and pedestrian volumes. These counts were completed by the Town in May 2019 and WSP has since tabulated the data in 15-minute intervals with peak hours indicated by shaded areas.
2. We will project design hourly volumes at the intersection using an applicable growth rate based on available historical data and local knowledge of the area.
3. We will complete level of performance analyses at the intersection for AM and PM peak periods using *Synchro 10.0* intersection analysis software. Level of performance analysis will be completed for the existing traffic control and lane configuration, as well as scenarios using alternate traffic control and lane configurations. This will enable comparison of how changes to intersection lane configuration and traffic control could impact level of performance for the intersection.
4. We will review and comment on existing crosswalk locations and treatments at the intersection and we will consider additional transportation infrastructure that may improve traffic operations and increase safety at the intersection for all users.
5. We will prepare Concept Sketches for the intersection illustrating the recommended modifications.
6. We will prepare a draft technical Memorandum that summarizes methodology, findings, and recommendations for traffic control and configuration at the intersection. Once we have received and incorporated your comments on the draft we will finalize the Memorandum.

## COST QUOTATION AND SCHEDULE

We estimate that the Intersection Review, as described above, can be completed for a total overall budget of **\$3,150 plus HST**. However, if work beyond that described above is required, extra work will be provided at our current hourly rates, plus expenses and HST. WSP Standard Terms and Conditions are attached for your review.

If you have any questions or comments, please contact me by email at [greg.obrien@wsp.com](mailto:greg.obrien@wsp.com) or by telephone at 902-444-8347.

Sincerely,

Greg O'Brien, P.Eng.  
Atlantic Practice Manager – Traffic Engineering & Transportation Planning  
WSP Canada Inc.



**Proposal to Complete Intersection Review  
Main Street/Lower Main Street at Water Street, Oxford, Nova Scotia**

**Agreement:**

I hereby accept the cost estimate of **\$3,150 plus HST** for provision of a Intersection Review, as described above, and authorize *WSP Canada Inc.* to proceed with the project.

Signed in \_\_\_\_\_ on January \_\_\_\_, 2020; \_\_\_\_\_  
(Location) (Signature)

**Billing Information:** (Please update the following contact information as necessary)

**Invoice to:** \_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Postal Code)

**Land Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_



## GENERAL TERMS AND CONDITIONS

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### 1. DEFINITIONS

1.1 Except if a different interpretation is required by the context, the following terms shall have the following meanings:

- (a) **Affiliate** has the meaning given to such term in the *Canada Business Corporations Act* or in any replacement thereof or supplement thereto in effect, which meaning shall apply *mutatis mutandis* to partnerships, general partnerships and limited partnerships.
- (b) **Agreement** means (i) the Proposal, (ii) the General Terms and Conditions, (iii) the Purchase Order(s) and (iv) all the other attachments indicated in the Proposal, provided the parties have agreed in writing to be bound by the General Terms and Conditions and have not executed a Services Agreement.
- (c) **Claim or Claims** means, as the case may be, one or more of the following: losses, damages, fees, disbursements, penalties, fines, claims, formal demands, motions, petitions or applications, proceedings, legal hypothecs, charges, obligations imposed by law, liabilities, judgments, decisions, decrees, arbitral awards, taxes of any and all kinds, and any other types of costs or expenses (including reasonable lawyers' fees and reasonable expenses incurred thereby), plus the related interest at a rate of one percent (1%) per month.
- (d) **Client** means the party named in the agreement as being the recipient of the services.
- (e) **Completion** means the full and complete performance of the services in accordance with the Agreement.
- (f) **Confidential Information** means all information of a confidential nature, in whatever form and on whatever medium, that the Client and WSP obtain from the other party to the Agreement, directly or indirectly, including information concerning the Client or WSP, particularly regarding the business, affairs, financial position, assets, operations, activities, prospects or trade secrets of such party, as well as all analyses, assessments, compilations, notes, studies or other documents that the Client or WSP, as the case may be, or their respective Personnel have performed or prepared and that rely on or contain such information.
- (g) **Deliverables** means the drawings, plans, models, specifications, reports, photographs, surveys, calculations and other data, including the computer printouts, that shall be used in connection with the Agreement and shall be prepared by or on behalf of WSP.
- (h) **Force Majeure Event** means an event or circumstance beyond the control of a party to this Agreement that hinders or delays the performance by said party of its obligations under the Agreement and that, despite reasonable diligence and proper planning, said party was not or is not able to avoid or overcome.
- (i) **General Terms and Conditions** means this document entitled "General Terms and Conditions" and forming part of the Agreement.

- (j) **Hazardous Substance** means any substance, mixture of substances, product, waste, organism, pollutant, material, chemical product, contaminant, dangerous good, component or other material that is, or becomes, listed in, governed by or subject to a Law or regulation applicable to its use, manufacture, importation, handling, transport, storage, dumping and treatment.
- (k) **Law or Laws** means, collectively, all valid and applicable common law, federal, provincial, municipal and other local laws, orders, rules, regulations, bylaws and regulatory body decisions, including occupational health and safety, fire, employment insurance, workers' compensation and environmental protection legislation, building codes, anti-corruption laws or international conventions, that apply now or may apply in the future, and other governmental requirements, labour practices and procedures prescribed by law and related to the Project or the Services.
- (l) **Person** means a natural person, business corporation, company, joint venture, unincorporated association, union, partnership (limited or general), limited liability partnership, trust, trustee, executor, judicial administrator or other legal representative or any other enterprise or association.
- (m) **Personnel** means a party's directors, officers, employees, contractual personnel, representatives, advisors, agents and mandataries, which definition shall also apply *mutatis mutandis* to a party's Affiliates.
- (n) **Project** means the project indicated in the Agreement.
- (o) **Proposal** means the service proposal submitted to the Client by WSP and dated **23/01/2020**.
- (p) **Purchase Order** means, if applicable, the purchase orders established by the Client and bearing the numbers (N/A).
- (q) **Services Agreement** has the meaning given to such term in Subsection 19.1 hereof.
- (r) **Services** means the services indicated in the Agreement.
- (s) **Site** means the place where the Project is located.
- (t) **WSP** means WSP Canada Inc.

### 2. INTERPRETATION

2.1 **Precedence.** In the event of conflict or inconsistency between the documents forming part of the Agreement, the following shall have precedence, from first to last:

- (a) these General Terms and Conditions;
- (b) the Proposal, excluding the General Terms and Conditions and the attachments;
- (c) if applicable, the other attachments to the Proposal;
- (d) if applicable, the Purchase Orders.

2.2 **Severability.** If any term, covenant or condition of these General Terms and Conditions is, to any extent, held to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the remaining General Terms and Conditions other than the General Terms and Conditions



## GENERAL TERMS AND CONDITIONS

that were deemed invalid or unenforceable, and each remaining term, condition or covenant shall be separately valid and enforceable to the fullest extent permitted by Law.

### 3. SCOPE OF SERVICES

- 3.1 **Services.** WSP shall provide the Services in accordance with the Agreement.
- 3.2 **Time.** WSP shall provide the Services and deliver each of the Deliverables in accordance with the work schedule included in or attached to the Proposals.

### 4. OBLIGATIONS

- 4.1 **Standard of Care.** WSP shall provide the Services with such degree of care, skill and diligence as is normally exercised by engineers or consultants in the performance of comparable services at the time and place where the Services are provided.
- 4.2 **Obligations of the Client.** The Client shall discharge all of its responsibilities without delay and shall study WSP's requests for information, instructions or decisions without delay and respond thereto diligently within a reasonable time so as not to delay performance of the Services.
- 4.3 **Information and Data.** The Client shall make available to WSP all Project-related information and data required by WSP for the performance of the Services and, upon receipt of a notice from WSP, shall perform any ancillary service that is necessary to enable WSP to provide the Services.
- 4.4 **Access to the Site.** The Client shall take the necessary steps to ensure that WSP has access to the Site if such access is necessary for the performance of the Services.
- 4.5 **Permits.** The Client shall obtain from the government authorities or any other persons all permits, approvals and licences and any other authorizations or rights that are required to carry out the Project.

### 5. CHANGES

- 5.1 **Changes.** The Client or WSP may at any time propose to the other party changes to the Services, including the addition or removal of Services, changing the work schedule and advancing or postponing the delivery of all or part of the Services.
- 5.2 **Change compensation.** If a proposed change causes, directly or indirectly, an increase or decrease in Service delivery times or costs, the Client and WSP shall negotiate in good faith, without delay, a fair adjustment to the schedule or a financial compensation or both, and shall amend the Agreement in writing accordingly.
- 5.3 **Performance.** WSP shall not proceed with any proposed changes if the Agreement has not been amended in writing by the two parties to reflect the schedule adjustments or a financial compensation or both.

### 6. OWNERSHIP OF DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 **Deliverables.** The Deliverables shall be the exclusive property of WSP, whether or not work has been performed in connection with the Project. WSP shall retain the copyrights thereon and on any work that may result therefrom. The Client may retain a copy of the Deliverables in its files.

- 6.2 **Exclusive Use by Client.** Reports, opinions, findings, recommendations, including expert testimony, or other documents prepared under this Agreement are prepared for the exclusive use of the Client identified as the intended recipient. WSP is not responsible for the use of, or reliance on, these documents by any other party without the written consent of WSP. WSP accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions taken based on these documents.

- 6.3 **Intellectual Property Rights.** WSP shall retain all property rights on all patents, trademarks, copyrights, industrial property rights or other intellectual property rights and on the designs, products or processes developed or adapted by it in the performance of the Services. The Client shall not use, infringe or appropriate such exclusive rights without the prior consent of and payment of a financial compensation to WSP.

- 6.4 **Holdback of Deliverables.** Notwithstanding any contrary provision of the Agreement, if the Client is in default under the Agreement, including if a payment is not made by the Client when due, WSP may hold back all Deliverables until the Client has cured said default.

- 6.5 **Client Documents.** WSP may retain in its files a copy of all documents provided by the Client relating to performance of the Services.

### 7. INSURANCE

- 7.1 **Insurance Coverage.** WSP shall obtain, for the entire term of the Agreement, professional liability insurance with such limits per claim and aggregate annual limits as it deems reasonable, covering the professional liability incurred by WSP in the performance of the Services. At the Client's request, WSP shall provide the certificates of insurance within a reasonable time.
- 7.2 **Notice.** WSP and the Client shall notify one another in writing, without delay, of any event or incident that could give rise to a Claim under WSP's professional liability insurance referred to in this section, or of any other matter that WSP is required to disclose to its insurer. In addition, the Client shall provide WSP with all information, reports and documents and any assistance that may be reasonably necessary for the insurance claim to be settled without delay.

### 8. LIABILITY AND INDEMNIFICATION

- 8.1 **Liability of the Parties.** Subject to the limitations of liability indicated in Section 9, each party shall indemnify and save harmless the other party and their respective Affiliates, mandataries, agents and Personnel from and against Claims attributable to the following:

- third persons;
- the negligent or wrongful acts or omissions of the indemnifying party or of any person under the indemnifying party's responsibility.

### 9. LIMITATION OF LIABILITY

- 9.1 **Limitation of Liability.** Each party's liability with respect to the Claims that may be made against it or its Affiliates, mandataries, agents and Personnel, under the Agreement or affecting the Services in any way whatsoever, whether based in contract, tort (including negligence) or any other theory of liability, notwithstanding any other provision of the Agreement, shall be limited to the aggregate amount payable by the Client in consideration of the Services under the Agreement.



## GENERAL TERMS AND CONDITIONS

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- 9.2 **Indirect Damages.** The parties shall in no case be liable for indirect or exemplary damages or for damages for loss of profits or income, loss of clients, loss of reputation, loss of financing or loss of business opportunity.
- 9.3 **Prescription Period.** No claim may be made against WSP or its Affiliates, mandataries or agents, including the insurers and their respective personnel, more than one year (or beyond the prescription period provided by law in the jurisdiction in which the Project is carried out) after the Completion of the Services.
- 9.4 **Hazardous Substances.** WSP shall not be responsible for the identification, reporting, analysis, presence, handling, removal or elimination of hazardous substances found on or near the Site, unless otherwise indicated in the Agreement, nor shall it be liable for the exposure of persons, property or the environment to such hazardous substances.
- 9.5 **Information from the Client.** The Consultant shall have the right to assume that all information and data provided by or on behalf of the Client and all information provided by the government authorities and public utilities is accurate and complete.
- 9.6 **Acts of Third Parties.** The Consultant shall not be liable for the acts or omissions of the Client's consultants, the contractors, the subcontractors, the suppliers or the service providers in relation to the Project or for the work they performed. The Consultant shall not monitor, direct or supervise the methods, means, techniques, sequences or construction processes employed by the contractors, subcontractors or service providers in relation to the Project.
- 9.7 **Independent Expert.** The Consultant shall not be liable for any opinions provided by any independent expert engaged by the Client, even if said expert is recommended by the Consultant.
- 9.8 **Manufacturing Defects.** The Consultant shall not be liable for manufacturing defects in equipment, materials or supplies specified or recommended by it.
- 9.9 **Safety.** The Consultant shall not be responsible for the safety measures and programs required for the Project or for general safety at the Site pursuant to the applicable health and safety laws.
- 10. FORCE MAJEURE EVENT**
- 10.1 **Force Majeure Event.** If, owing to a Force Majeure Event, either party is unable to fulfill its obligations under the Agreement, the obligations of such party shall be suspended for the period during which and to the extent that the Force Majeure Event continues to have such effect.
- 11. INDEPENDENT CONTRACTOR**
- 11.1 **Independent Contractor.** Unless otherwise indicated in the Agreement, WSP shall be an independent contractor and not an agent or mandatary of the Client.
- 12. PAYMENT**
- 12.1 **Payment.** WSP shall invoice the Client every month, and the Client shall pay the invoices within thirty (30) days of receipt thereof. If the Client determines that an invoice contains amounts that, in its estimation, it does not owe to WSP, it shall notify WSP within ten (10) days of receipt of the invoice. If the Client does not notify WSP within said ten (10) days, it shall be deemed to have accepted the amounts indicated on the invoice issued by WSP.
- 12.2 **No holdback.** Notwithstanding any other provision of the Agreement, there shall be no holdback of payment for the Services.
- 12.3 **Interest.** The amounts that either party pays to the other party when due under the Agreement shall bear interest as of the initial due date until the actual date of payment, inclusive, at a rate of one percent (1%) per month.
- 13. SUSPENSION OR TERMINATION**
- 13.1 **Expiry or Termination.** The Agreement shall terminate at the earlier of the following dates:
- (a) the Completion date;
  - (b) the termination date if the termination occurs in accordance with this section.
- 13.2 **Termination by the Client.** In the event of a material failure by the Consultant to fulfill any of its obligations under the Agreement, the Client shall notify the Consultant that the default must be cured. If the Consultant fails to cure the default within thirty (30) days of receipt of such notice, if the default cannot be cured immediately, or if the Consultant fails to take reasonable measures within such time to cure it, the Client may terminate the Agreement by a new notice to the Consultant. Such termination shall not relieve the Client of its obligation to pay all of the amounts owed by it to the Consultant for the Services provided up to the termination date, in addition to all the costs incurred by the Consultant up to said date, in the manner set forth in the Agreement.
- 13.3 **Suspension or Termination by WSP.** In the event of a material failure by the Client to fulfill any of its obligations under the Agreement, including if it fails to make the payments in the manner set forth in the Agreement, WSP shall notify it that the default must be cured. If the Client does not cure the default within seven (7) days of receipt of such notice, WSP may cease to provide the Services until it receives payment in full of the amounts owed to it, including accrued interest, or until the default has been cured. If the Client does not cure the default within fifteen (15) days of receipt of the default notice given by WSP, WSP may terminate the Agreement by providing a new notice to the Client. If applicable, the Client shall pay without delay all amounts that it owes to WSP for the Services provided up to the termination date, in addition to all reasonable termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.
- 13.4 **Suspension or Termination by the Client.** If the Client does not intend or is not able to implement the Project, it may suspend or terminate the Agreement by thirty (30) days' notice to WSP. Upon receipt of such notice, WSP shall cease to provide the Services, except for those Services that are reasonably necessary to enable the suspension or termination of the part of the Project for which it is responsible. If applicable, the Client shall pay without delay all amounts that it owes to WSP for the Services provided up to the suspension or termination date, in addition to all costs incurred by WSP up to said date and all reasonable suspension or termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.
- 13.5 **Rights of WSP.** If the Client suspends the performance of the Services at any time whatsoever for more than thirty (30) days, whether those days are consecutive or not, WSP may choose, in its entire discretion, to terminate the Agreement upon



## GENERAL TERMS AND CONDITIONS

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delivery of a notice to the Client. If applicable, the Client shall pay without delay any Compensation that it owes to WSP for the Services provided up to the termination date and all reasonable termination costs, including third party cancellation charges, without prejudice to any other right or remedy available to WSP.

### 14. CONFIDENTIALITY

- 14.1 **Confidential Information.** All confidential information received by a party to the Agreement shall be treated as strictly confidential and shall not (i) be disclosed to a third party or (ii) be used in any manner whatsoever, directly or indirectly, for a purpose other than the performance of the Services, subject to the prior consent of the party that provided the confidential information, which consent shall not be unreasonably withheld.

### 15. DISPUTE RESOLUTION

- 15.1 **Negotiations.** In the event of a dispute between the parties regarding the Agreement, the parties shall use all reasonable efforts to resolve the dispute amicably. The parties agree to openly disclose all relevant information and provide all relevant documents within the prescribed time periods without prejudice to the rights and remedies available to them.
- 15.2 **Unresolved Dispute.** If, after negotiations, a dispute remains unresolved, either party may bring it before the courts or, by mutual agreement, refer it to another dispute resolution process, including mediation or binding arbitration.

### 16. NOTICES

- 16.1 **Notices.** Notices shall be given in writing at the party's address indicated in the Agreement. Notices may be delivered in person or by courier or sent by facsimile or electronic mail.

### 17. SURVIVAL OF PROVISIONS

- 17.1 **Survival of Provisions.** In addition to the provisions of the Agreement that, by their very nature, shall continue in full force and effect after the termination or expiry of the Agreement, the following sections shall continue in full force and effect after the termination or expiry of the Agreement: Section 6 *Ownership of Deliverables and Intellectual Property Rights*, Section 8 *Liability and Indemnification*, Section 9 *Limitation of Liability*, Section 14 *Confidentiality*, Section 15 *Dispute Resolution*, and Section 18 *Governing Laws*.

### 18. GOVERNING LAWS

- 18.1 **Governing Laws and Jurisdiction.** The Agreement shall be governed by and construed in accordance with the laws of the province in which the Project is carried out. The parties agree, subject to Section 15 *Dispute Resolution*, to accept and attorn to the exclusive jurisdiction of the courts of the province in which the Project is carried out.
- 18.2 **Venue.** The parties hereby waive any objection based on the venue or the doctrine of *forum non conveniens* in respect of Claims resulting from the Agreement or in any way associated with or related to the Client's and WSP's business in respect to the Agreement or related operations, whether they exist on the date hereof or arise thereafter and whether they arise out of contractual, tort or civil liability or out of the application of any other legal system or specific law.

### 19. GENERAL PROVISIONS

- 19.1 **Legally Binding Agreement.** Before the performance of the Services commences, the parties will attempt to negotiate in good faith a services agreement (the "**Services Agreement**") containing terms and conditions substantially equivalent to the General Terms and Conditions. If a Services Agreement is entered into between WSP and the Client, it shall constitute the sole legally binding agreement binding them with respect to the performance of the Services. If WSP and the Client do not enter into a Services Agreement, they agree to be bound by the General Terms and Conditions, which, in such an event, shall be the sole legally binding agreement binding them with respect to the performance of the Services.
- 19.2 **Assignment.** No party may assign the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, WSP may assign the Agreement, without the Client's consent, to any of its Affiliates or to a third party that amalgamates with WSP or acquires all or substantially all of WSP's assets. Subject to the foregoing, the Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and, as regards WSP, its assigns.
- 19.3 **Entire Agreement.** Subject to the provisions of Subsection 19.1 hereof, this Agreement constitutes the entire agreement between the parties and hereby cancels and replaces all previous agreements between the parties in respect of the Services.
- 19.4 **Changes.** No Change made to the Agreement shall be binding upon WSP and the Client unless it is made in writing and executed by the authorized representatives of the parties.
- 19.5 **No Waiver.** Any failure by any party to demand compliance with any term, condition or directive or to exercise any right or privilege granted to it in the event of breach or default shall not constitute a waiver of such term, condition, right or privilege.
- 19.6 **Exclusions.** Unless expressly indicated otherwise in the Agreement, the requests for proposals, tender packages or other similar documents of the Client shall not form part of the Agreement.

END OF DOCUMENT

**lcloney@oxfordns.ca**

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**From:** Jewers, Donna <Donna.Jewers@novascotia.ca>  
**Sent:** August 7, 2020 1:11 PM  
**To:** lcloney@oxfordns.ca  
**Subject:** RE: Oxford Police Advisory Board

Hi Linda,

I apologize if I didn't reply before – thought I did 😞

The policy group who looks after board appointments advised that the next HR committee meeting to review names that have been put forward for appointment is September 17<sup>th</sup>, 2020. She advised that Oxford will hear something in early October.

Thanks for your patience.

*Donna Jewers*

RCMP Liaison  
Nova Scotia Department of Justice  
1690 Hollis Street, PO Box 7  
Halifax, NS B3J 2L6  
902-424-6501 – Office Phone  
902-266-8261 – Cell Phone  
✉ [donna.jewers@novascotia.ca](mailto:donna.jewers@novascotia.ca)

**From:** lcloney@oxfordns.ca <lcloney@oxfordns.ca>  
**Sent:** July 10, 2020 3:49 PM  
**To:** Jewers, Donna <Donna.Jewers@novascotia.ca>  
**Subject:** Oxford Police Advisory Board

**\*\* EXTERNAL EMAIL / GOURRIEL EXTERNE \*\***

Exercice caution when opening attachments or clicking on links / Faites preuve de prudence si vous ouvrez une pièce jointe ou cliquez sur un lien

Good Afternoon Donna,

I hope this message finds you and your family well.

We just had another resignation on the Oxford Police Advisory Board.

Our Council will need to appoint by resolution for that position, but I thought I would check in with you regarding the Minister appointment.