

A By-law to Provide for a Prompt and Coordinated Response to a State of Local Emergency.

The Council of the Town of Wolfville, under the authority vested in it by the *Municipal Government Act*, R.S.N.S. 1999, and the *Emergency Management Act*, R.S.N.S. 1990,c.8, enacts as follows:

SHORT TITLE

1. This By-law may be cited as the "Regional Emergency Management By-Law".

INTERPRETATION

2. In this By-law
 - a. "Act" means the *Emergency Management Act*, R.S.N.S. 1990, c.8;
 - b. "Agreement" means the Kings Regional Emergency Services Agreement made between the Town of Berwick, the Town of Kentville, the Town of Wolfville and Municipality of the County of Kings pursuant to Section 10 (2) of the Act executed by all of the Participating Parties in the year 2006 and attached to this By-law as Schedule 1;
 - c. "Council" means the Council of the Town of Wolfville;
 - d. "Councils" means the Councils of the Town of Berwick, the Town of Kentville, the Town of Wolfville and the Municipality of the County of Kings also referred to herein individually as a "Participating Municipality" or collectively as "Participating Municipalities";
 - e. "Councillor" means a member of the Council of the Town of Wolfville;
 - f. "Director" means the Director of the Nova Scotia Emergency Management Organization;
 - g. "Emergency" means a present or imminent event which requires the prompt co-ordination of action or regulation of persons or property to be undertaken to protect property or the health, safety or welfare of people;

- h. "Minister" means the member of the Executive Council of the Province of Nova Scotia to whom is assigned the administration of the Act and regulations made pursuant thereto;
- i. "Emergency Management Plans" means plans, programs or procedures prepared by the Municipality of the County of Kings and the Regional Emergency Management Organization (REMO) that are intended to mitigate the effects of an emergency and to provide for the safety, health or welfare of the civil population and the protection of property in the event of such an emergency;
- j. "Regional Emergency Management Advisory Committee" means the committee established by the Agreement to plan and be responsible for the direction and management of emergency activities;
- k. "Regional Emergency Management Coordinator" means the person appointed to serve as the staff person in accordance with the Agreement;
- l. "Regional Emergency Management Organization" means the organization established in accordance with the Agreement, and also referred to as "REMO";
- m. "Regional Emergency Management Planning Committee" means the committee responsible for recommending policy to the Regional Emergency Management Advisory Committee, for preparing a Regional Emergency Management Plan, and for maintaining a state of preparedness for emergencies;
- n. "State of Emergency Regulations" means regulations made pursuant to the Act;
- o. "State of local emergency" means a state of local emergency declared or renewed pursuant to the Act and Regulations made pursuant thereto.

REGIONAL EMERGENCY MANAGEMENT ORGANIZATION

- 3. The Agreement is hereby adopted and approved.
- 4. Regional Emergency Management Organization in accordance with the Agreement is hereby established.

5. The Regional Emergency Management Organization shall consist of the following persons and Committees:
 - a. a Regional Emergency Management Advisory Committee;
 - b. a Regional Emergency Management Coordinator; the Municipal Emergency Management Coordinators shall act as assistant Regional Emergency Management Coordinators; and
 - c. a Regional Emergency Management Planning Committee.

REGIONAL EMERGENCY MANAGEMENT COORDINATOR

6. The Regional Emergency Management Coordinator and Assistant Coordinators identified in the Agreement shall be the Emergency Management Coordinator and Assistant Coordinators for the Town of Wolfville.
7. The Regional Emergency Management Coordinator shall be paid for work performed in accordance with the Agreement.
8. The Regional Emergency Management Coordinator shall:
 - a. perform such duties as may be provided for in the Agreement.

REGIONAL EMERGENCY MANAGEMENT PLANNING COMMITTEE

9. The Town of Wolfville shall appoint representatives to the Regional Emergency Management Planning Committee as the Agreement provides.

COST SHARING

10. The Town of Wolfville shall pay its portion of any costs associated with the Regional Emergency Management Organization as outlined in the Agreement

RELATIONSHIP TO INDIVIDUAL MUNICIPAL EMERGENCY BY-LAW

11. By-law (Chapter) #57 of the Town of Wolfville shall be subject to the provisions of this REMO By-law only in the event that a Regional Emergency has been declared in accordance with the REMO Agreement.

First Reading: June 19, 2006
Second Reading: July 17, 2006

CERTIFICATE

I, Brian Porter, Town Clerk of the Town of Wolfville, do hereby certify that the Bylaw of which the foregoing is a true copy was duly passed at a duly called meeting of the Town Council of the Town of Wolfville held on the 17th day of July, 2006.

Notice of the said Bylaw passing was published in **THE KINGS COUNTY REGISTER** on the 27th day of July, 2006.

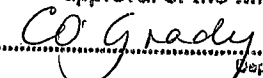
Given under the hand of the Town Clerk and the corporate seal of the Town of Wolfville this 28th day of July, 2006.



BRIAN PORTER
Town Clerk


**Service Nova Scotia
and Municipal Relations**

Recommended for
approval of the Minister


.....
Department Solicitor

APPROVED this 28th day

of July, 2008.


.....
Minister of Service Nova Scotia and Municipal Relations

Chapter 86
Regional Emergency Management Bylaw

“Schedule 1”
Kings Regional Emergency Services Agreement

Revised May 10, 2006

KINGS REGIONAL EMERGENCY SERVICES AGREEMENT

THIS AGREEMENT is made in quadruplicate this 27th day of September, 2006.

AMONG:

The **TOWN OF BERWICK**, a municipal body corporate pursuant to the *Municipal Government Act*:

-and-

The **TOWN OF KENTVILLE**, a municipal body corporate pursuant to the *Municipal Government Act*;

-and-

The **MUNICIPALITY OF THE COUNTY OF KINGS**, a municipal body corporate pursuant to the *Municipal Government Act*:

-and-

The **TOWN OF WOLFVILLE**, a municipal body corporate pursuant to the *Municipal Government Act*; hereafter referred to as "the parties"

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Purpose of this inter-municipal services agreement, hereafter called (Agreement) is *to provide for a coordinated joint municipal response* to an emergency occurring within the County of Kings, including the Town of Berwick, Town of Wolfville and the Town of Kentville, referred to in this Agreement as the region.
2. This Agreement also provides for the parties to render mutual aid with respect to personnel and equipment during an emergency.
3. This Agreement is to provide for the joint provision of services and facilities by the municipal units in the region pursuant to Part III-60(1) of the *Municipal Government Act* and section 10(2) {c} of the *Emergency Management Act*.
4. The planning for and coordination of emergency service delivery during a present or imminent emergency, as defined by the *Emergency Management Act*, shall be provided by the individual municipalities or the Regional Emergency Management Organization, referred to in this Agreement as the (REMO).

REGIONAL EMERGENCY MANAGEMENT ORGANIZATION

5. The REMO shall consist of a Regional Emergency Management Advisory Committee, a Regional Emergency Management Planning Committee and the Regional Emergency Management Coordinator.
 - (a) The Regional Emergency Management Advisory Committee shall be responsible for the development of a Regional Emergency Management Plan, and for the direction of emergency preparedness activities within the region and to advise the appointing Councils pursuant to section 10 (1) {d} of the *Emergency Management Act*.
 - (i) Each party to this agreement shall appoint to the Regional Emergency Management Advisory Committee two (2) members of its Council, one of whom shall be the Mayor or Warden. The two representatives should be members of the Municipal EMO Advisory Committee.
 - (ii) The Regional Emergency Management Advisory Committee shall annually name one of its members to be chair and one to be vice-chair, to act in the absence or incapacity of the chair.
 - (iii) The chair or other person presiding shall vote on every question before the Regional Emergency Management Advisory Committee.
 - (iv) The Regional Emergency Management Advisory Committee shall appoint a person to be secretary of the REMO.
 - (v) Members of the Regional Emergency Management Advisory Committee are appointed for the same term of office as designated by the Council that appoints them and hold office until their successors are named. (subject to i. above)
 - (vi) In the event of a vacancy occurring, the Council that appointed the member shall appoint a replacement within six weeks after the vacancy occurs.
 - (b) The Regional Emergency Management Planning Committee shall be responsible for recommending policy and management procedures to the Regional Emergency Management Advisory Committee, for preparing a Regional Emergency Management Plan, and for maintaining a state of preparedness for emergencies. This committee shall be appointed by the Parties hereto. Each such appointee shall be drawn from representatives of emergency

services and other agencies that may have direct operational responsibilities in an emergency.

- (i) Each party to this agreement shall appoint their Emergency Management Coordinator or assistant Emergency Management Coordinator, to the Regional Emergency Management Planning Committee.
 - (ii) The Regional Emergency Management Coordinator shall chair the Regional Emergency Management Planning Committee.
- (c) The Emergency Management Coordinator for the Municipality of the County of Kings shall be the Regional Emergency Management Coordinator.
- (d) The parties agree that the Emergency Management Coordinators for each Municipality shall act as Assistant Regional Emergency Management Coordinators.

EMERGENCY RESPONSE BY INDIVIDUAL MUNICIPALITIES

6. Each Party will maintain its own Emergency Management Plan in accordance with the Emergency Management Act.
- (a) Each Party will respond to emergency events as appropriate to the situation. As part of this response, the individual municipal EMO will notify the Regional EMC as soon as possible after the initial event.
 - (b) The EMC or Emergency Operations Centre (EOC) Manager for the Municipality or Town may request resources from the other municipal units as required, and these will be provided at cost to the requesting municipal unit. Fire response would continue to be cost-shared under the terms of the Kings County Mutual Aid Agreement.
 - (c) Emergency responses by individual municipal units, as described in this Section 6 will not constitute a regional response, nor trigger the activation of REMO as per Section 7.

ACTIVATION OF REMO

7. The EMC or EOC Manager for the Municipality or Town may request the activation of the REMO if necessary to increase the resources and scope of the municipal response.
- (a) The REMO Coordinator will activate the REMO Organization at a level (Standby, Active or Recovery) appropriate to the circumstances.

- (b) The EOC Manager from the Municipality or Town that initiates the emergency response will assume the role of Regional EOC Manager unless he/she determines another CAO or alternate should perform that role.

OPERATION OF REMO

8. The REMO shall be the organization directly responsible for the control and conduct of emergency response operations according to the plans and procedures adopted by the parties from time to time. When the capacity of REMO is exceeded, or is likely to be exceeded, REMO will activate support from other agencies in accordance with formal or informal agreements.
9. The REMO is authorized to operate, maintain and manage physical facilities for emergency activities both at the scene of the emergency and at a centralized coordination facility.
10. The REMO shall establish its own rules of procedure.
11. The REMO is empowered to acquire or contract for the use of equipment, facilities and personnel necessary or advisable to carry out the responsibilities assigned to it by this Agreement.
 - (a) The REMO may contract with any person or organization, including a municipal unit and a municipal unit that is party to this Agreement, for the provision of any service or facility necessary or advisable to carry out the responsibilities assigned to the REMO by this Agreement.
 - (b) Any capital asset created or acquired by the REMO shall be deemed to be owned jointly by the parties in the same proportion as was used to calculate their last annual financial contribution to the REMO except for assets donated by a particular municipality for REMO use (those assets shall remain the property of the donating municipality).
 - (c) The Regional Emergency Management Advisory Committee may enter into Agreements with the Government of Canada, the Province of Nova Scotia, a municipality, city or town, or any other agency or any person.

COST SHARING OF REMO

12. The parties recognize that an emergency may require the sharing or redeployment of personnel and equipment in order to save lives or minimize damage to property or the environment, and undertake to provide personnel and equipment as deemed appropriate by the Regional Emergency Management Advisory Committee and recommended by the Regional Emergency Management Planning Committee.

- (a) Any cost associated with the deployment of resources will be recorded by the responding municipality, and cost shared as per the funding formula in section 13.
 - (b) Other resources that may be required by REMO during an emergency will be cost shared as per the funding formula in section 13.
 - (c) In dealing with emergency events that don't impact all four municipal units, where an alternate cost sharing formula may be more appropriate, the Regional Emergency Management Advisory Committee may recommend this to the parties to the agreement. Failing agreement by all parties to an alternate approach for a specific incident, the formula outlined in section 13 would apply.
13. The parties shall contribute to the cost of operations of the REMO based on equal blend (50/50) of population and uniform assessment for each of the respective parties.
- (a) REMO shall have its budget submitted to the municipal units by December 31, to provide for approval of the participating municipalities by April 1 of the following fiscal year.
 - (b) The actual dollar contribution of the Municipalities shall be based on the annual budget of the REMO.
 - (c) REMO will invoice the Parties for their portion of the actual costs on a quarterly basis, to be payable within 30 days.
 - (d) In the event the REMO requires additional money for capital or operating purposes, any such increase shall be approved by the parties or such of them as agree to contribute.
 - (e) The Regional Emergency Management Coordinator shall arrange for the REMO organization and assets to be specifically recognized in the Municipality of Kings County liability insurance policy such that the REMO's assets and its liability are covered under such policy.
14. The fiscal year of the REMO shall be from April 1 to March 31 of the following year.

TRANSITIONAL PROVISIONS

15. This Agreement is conditional on the parties passing a complementary by-law respecting the coordinated response to an emergency pursuant to the *Emergency Management Act*.

16. This Agreement comes into effect on the date upon which the signatures of all parties have been affixed to the Agreement.
 - (a) This Agreement continues in force until notice of termination is given by the council of any party to the councils of the other parties not less than one (1) year prior to the intended termination date, which shall be the 31st day of March in a year to be specified in the notice of termination.
 - (b) Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the REMO incurred up to the date of the withdrawal and any severance, penalty or other costs necessarily incurred by the REMO as a result of the withdrawal.
 - (c) Any party to this Agreement which exercises its right to withdraw from the Agreement ceases to have any ownership of any assets contributed, created or acquired by REMO and the full property interest in any such assets shall be distributed among the remaining parties in proportion to their accumulated contributions to REMO.
17. This Agreement may be amended from time to time with the agreement by Council resolution of all Councils. Such an amendment would be subject to the parties passing bylaw amendments if required to implement the changes made to this agreement.
18. Upon dissolution of the REMO by unanimous consent of the Parties who are still active members of the REMO, the assets of the REMO are vested in the parties and the parties are responsible for the liabilities of the REMO in proportion to the amounts contributed by the Parties in accordance with their respective obligation under this Agreement.
19. Each party shall indemnify its representatives from any liability that may arise as a result of that member acting as a member of the REMO.
20. If any disagreement arises among the parties as to the proper interpretation of this agreement that cannot be resolved, the parties shall submit the area of disagreement to an arbitrator as provided by the *Commercial Arbitration Act*.
21. This Agreement is governed by the laws of Nova Scotia.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals the day and year first above written (see 15).

DATED this 27th day of September, 2006.

SIGNED, SEALED AND DELIVERED

In the presence of:

Per: Rachel L. Turner
Witness

THE TOWN OF BERWICK

)
)
) Per: John M. Hall
) Mayor

)
) Per: Bob Hall
) C.A.O.

Per: Rachel L. Turner
Witness

THE TOWN OF KENTVILLE

)
) Per: David H. Barker
) Mayor

)
) Per: William D. Boyd
) C.A.O.

Per: Rachel L. Turner
Witness

THE MUNICIPALITY OF THE COUNTY OF KINGS

)
) Per: Fred W. Keller
) Warden

)
) Per: Bob Smith
) C.A.O.

Per: Rachel L. Turner
Witness

THE TOWN OF WOLFVILLE

)
) Per: Steve
) Mayor

)
) Per: Sam
) C.A.O.