<u>IN THE SMALL CLAIMS COURT OF NOVA SCOTIA</u>
Citation: *Dolan v. Pictou (Town)*, 2023 NSSM 2

Date: 20230118
Claim: No. SCP 515689
Registry: Pictou

Between:

Anthony Dolan

CLAIMANT

and

Town of Pictou

DEFENDANT

Adjudicator: Raffi A. Balmanoukian, Adjudicator

Heard: September 26 and November 10, 2022, by Teams

Final Written Submissions: September 7, 2022

Counsel: Anthony Dolan, personally, Claimant
Bronwyn Duffy, for the Defendant

Balmanoukian, Adjudicator:

[1] The law does not always apply to the Crown. But it does when you are the Northumberland Shore's King of Kensington.[1]

[2] Anthony Dolan is a well known presence in the Town of Pictou ("Town"), which he now sues. He portrays himself as, and the Town rather acknowledges that he is, something of a man-about-town, known to most and beneficial to local commerce and town vitality. He owns a number of properties and enterprises, requiring frequent interaction with the municipal authorities. Unfortunately, many of these enterprises – in hospitality, lodging, and food services – were hard-hit during the Covid-19 lockdowns and restrictions. In addition, at least according to Mr. Dolan, municipal construction near some of his properties impacted traffic flow and convenience of access to some of his businesses, leaving him even more of a "king without a buck." That unspecified level of impecuniosity formed part of Mr. Dolan's explanation or contextualization of the dispute at hand.

[3] In 2015, Dolan purchased 20 Kempt Street, Pictou from a private owner. It was adjacent to one of his commercial properties. It was an ancient property,

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[1] For the reader who is below a "certain age," Wikipedia provides this as something of a primer: https://en.wikipedia.org/wiki/King_of_Kensington

perhaps 200 years old, and in desperate need of substantial repairs. Over time, as this decision will flesh out, the pace and nature of those repairs were unsatisfactory to the Town. It ultimately ordered the property demolished in June 2021 and added the cost of so doing (together with legal fees) to Dolan's tax account. Dolan sues for the losses he says he incurred because of this demolition, to the $25,000 maximum jurisdiction of this Court.

[4] A few preliminary matters are in order before embarking upon a substantive analysis of the dispute.

[5] Mr. Dolan confirmed that he waived any excess damages over the Court's $25,000 limit.

[6] No issue was taken with respect to the condition precedent to an action against a municipal authority under s. 512(3) of the *Municipal Government Act*, SNS 1998, c. 18, as amended (the "MGA"), namely the requirement to provide a notice of intention to file an action. It was not pleaded, and when I raised it at a pre-hearing conference on June 28, 2022, Ms. Duffy indicated that although she had no information in that regard, the Town would not be relying on s. 512(3).

[7] Ms. Duffy did, however, raise (but did not vigorously pursue) the issue of whether this Court had jurisdiction to hear this matter pursuant to s. 10 of the *Small*

Claims Court Act, RSNS 1989 c. 430, as amended. She submitted that since the issue at hand is that of a demolition of a structure (and the claimed right of the Town to do so), it is in pith and substance an issue of "recovery of land or an estate or interest therein" within the meaning of that section, which precludes this Court's intervention.

[8] Respectfully, I disagree. There is no ownership dispute, nor is this an action (or counterclaim) for the Town with respect to its claim for demolition or related costs – those were added to Mr. Dolan's tax bill (although he says these should be expunged as he says the Town acted wrongfully in demolishing the property). The cases cited by the Town in support related either to a right of way dispute (*Swaine v. Hackney*, 2010 NSSM 83) or parking rights (*VanAmburg v. Halifax Condominium Corporation* No. 267, 2007 NSSM 23). These pertained to real property rights *in rem*. In my view, the intention of the relevant portion of s. 10 is to preclude this Court's sometimes summary and informal authority insofar as it pertains to such *in rem* proceedings respecting real property. In contrast, this action is *in personam* and for the recovery of money. I have jurisdiction to decide it on the merits, and am doing so.

[9] Mr. Dolan testified, as did several Town officials subpoenaed or procured by Mr. Dolan. They were cross-examined by counsel for the Town, which called no

additional evidence of its own[2]. To that testimony, I now turn, followed by the arguments presented by each party and my own analysis and conclusion.

[10] Mr. Dolan testified that he purchased 20 Kempt St. in 2015. As noted, it adjoins another of his properties, out of which he operates a restaurant/lounge known as Fat Tony's. He did not want to see the Kempt St. property, "over 200 years old," to be destroyed.

[11] He did "nothing major" for the next couple years. He had the roof torn off, windows measured, and purchased wooden siding (which was put into storage on site).

[12] By 2020 (which he testified was a "wet spring" precluding at least certain work), he went to the Town as he had been told that Town Council "had been receiving complaints." The Town administrator, Nicole MacDonald,[3] advised him in May that the house would be torn down unless those complaints were addressed within a week[4]. Despite this, Mr. Dolan testified that he thought "unofficially" that

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[2] Although several filed affidavits, which will be referenced where appropriate.

[3] Nicole Battist, at the time. She indicated that she prefers the MacDonald surname, and to avoid confusion will be referred to in this manner throughout.

[4] It is worth noting here that the administrator does not have authority to *order demolition* under s. 345 of the MGA. It may well be there is a distinction between this and whether the administrator may *order the owner* to demolish the property, as she purported to do in her order of May 20, 2021 – it is unnecessary to decide this. Ultimately, under s. 350, the administrator *does* have the authority to order demolition when "public safety requires immediate action."

he just needed to be working on the project by June. He cited no basis for this "unofficial understanding."

[13] It appears matters sat for close to a year, except that Mr. Dolan obtained a building permit in July 2020. The permit pertained to work on the second floor; Mr. Dolan, for some reason, believed it was for the building as a whole saying on cross examination that "in my mind it was for the whole building." He cited no basis for this understanding, aside from testifying that "you don't work on the second floor until you've worked on the first floor." He gave no basis for this, either. He alluded at points in his testimony to his former occupation as a law enforcement officer, which makes the Court question this lack of attention to such a central document from which he would derive his work authority.

[14] I pause to note that in normal times, this hiatus in 2020 may well have lulled a person into a sense of complacency; however, this was at the height of pandemic restrictions and although some construction work was allowed to proceed in summer-fall 2020, it is fair to say that for much of this time virtually everything came to as much of a halt was it can in a modern society. It does not form a basis for lethargy in what came next, by which time most or all of these constraints had been removed, insofar as work such as this was concerned. This is particularly so given the sequence of events I shall describe.

[15] Further complaints arose in May 2021. A building official issued a demolition order, which Mr. Dolan believes he received on May 20, 2021. He further received a stop work order (Mr. Dolan believes on Victoria Day, 2021), given the lack of a building permit for the first floor. Mr. Dolan testified that he "took the chimney down" during the stop order, but otherwise ceased activity.

[16] Mr. Dolan, through a lawyer, contacted town council to discuss the matter. There was considerable dispute about whether the Town did this as a result of legal intervention, or as a courtesy with no obligation to hear him out; in the proceedings before me, the Town took the position that an owner has no remedy to a "tear down" notice under s. 350 of the MGA[5] or right to be heard in answer to such a notice, either under that section or by virtue of the statutory immunity afforded under s. 353. It is unnecessary to decide this[6]. In point of fact, the Town did have such a meeting and Mr. Dolan was afforded the opportunity to "make his case;" the result of which was a consent agreement (which Mr. Dolan referred to loosely but technically incorrectly as a "development agreement." It was executed on June 14, 2021.

[5] The text of relevant MGA sections are appended to this decision.
[6] And, for clarity, I do not decide this. Neither counsel's representations nor the Town's reasoning or analysis in convening such a meeting / hearing were in evidence.

[17] That agreement, globally speaking, had two components: short term, and long term. In the short term (two days), Dolan was to erect a minimum "five foot safety fence" completely enclosing the structure, and remove debris. Various other work (and permits for work) were to be obtained under different timelines, with a completion/occupancy date no later than November 15, 2021. In default of performance, Mr. Dolan agreed that the property "shall be declared a dangerous or unsightly premises" pursuant to s. 347 of the MGA[7], that the Town "shall be permitted to enter upon the named Property for purposes of demolishing the dwelling thereupon…" and that the costs of so doing (including legal fees) would constitute a lien on the lands pursuant to s. 507 of the MGA.

[18] It is important to note that the consent agreement did not "lift" the s. 350 order. It set out an agreement under which Mr. Dolan would have the opportunity to address the topics that gave rise to it in the first place, with immediate action to secure the property and roughly five months to complete the rest of the work.

[19] Mr. Dolan conceded that the entire perimeter was not enclosed within the prescribed time; however, he took the position that enough of it was so enclosed so

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[7] That section allows a municipality *to apply to a Court of competent jurisdiction* for an order; it is unclear whether the parties were purporting to waive this requirement, and if this was the sole issue at hand I *might* construe this ambiguity against the Town and hold that what the parties were doing was acknowledging that the property was dangerous and unsightly in the event of default, and Mr. Dolan was in effect consenting to the merits of such an application, as opposed to a consent to demolition without further ado. However, as will be seen this is not the basis upon which I make my disposition.

as to prevent entry, and that given that the term “five foot safety fence” was undefined, his covering of holes, erection of a partial wood fence (which replaced a partial snow fence), sheathing with plywood (or chipboard, as much of the photos appear to evidence), and non-exposure of anything below ground level was adequate[8]. He testified that “I didn’t think the town would push it.” He further testified on cross-examination that he considered the existing complaints to be “not that big a deal” and that “I didn’t think they would go this far.”

[20] He was wrong.

[21] On June 17, 2021, the Town had had enough. It engaged Partners Construction to demolish the building the next day[9]. Mr. Dolan was told “by a friend” of this development, and Ms. MacDonald “gave him” until 9 am the next day to remove building material, sheathing, and other salvageable items from the site[10]. He did so.

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[8] I asked Mayor Ryan what, to his understanding, would constitute a safety fence. He answered, in essence, “ask the building inspector but I would say something more than a snow fence.” Ms. MacDonald testified that there was no plywood/chipboard on the back side of the property, and that it was left open. She testified on cross examination that a safety fence to her is a “solid and secure barrier to entry.” In Mr. Dolan’s case, the property circumference was part snow fence, part wood, and the rear was open and exposed. Photos 23 and 24 to her affidavit illustrate this.
[9] At a total cost of approximately $3,200, which Mr. Dolan complains was untendered and as such is unreasonable to add to his tax bill. Mayor Ryan testified that this is permitted under the MGA; while this is a legal conclusion, I allowed him to speak to his understanding of process and procedure. There was no evidence of this being an excessive amount, or what another contractor would charge or what a competitive bidding process would yield. I note that the actual demolition bill was approximately $1200 including tax; the balance was for waste management aka “tipping” fees and $672.50 for legal fees.
[10] She testified that she provided Mr. Dolan with an email “as a courtesy,” to which she received no reply.

[22] Mr. Dolan considers himself hard done by, and cites various examples of conflict with town officials (elected and administrative), the lack of enforcement of safety measures with other (he says, more egregious) projects (including one in front of the Mayor's house), and lack of support by the Town for this or his other enterprises[11]. He complained of having received a notice of tax sale on one of his properties when the Town knew (or should have known) of his cash flow issues[12]; he further cited a dispute over a sewer easement on his property on West River Road.

[23] He contrasts this, for example, with the Town of New Glasgow which he believes "goes out of its way to help developers." He also says that communication was something of an issue, and that the Town knew of his email habits (namely, checking only in the evening) and that he can be found pretty much for the asking within town if someone wants to reach him. In argument, he said that he "did everything they wanted" and reiterated that he "didn't think they would push that," and that in his mind the fencing was adequate because "there

[11] Including financial losses as a result of long-lasting construction projects impacting traffic to his hospitality and lodging.

[12] Mr. Slaunwhite, the town CAO, testified that this was "standard operating procedure" and that Mr. Dolan had received notices both pre- and post-COVID and was a "repeat offender" with respect to tax delinquencies. There was no evidence that he was singled out.

was no opening whatsoever in front" and, given the other properties under construction in Town, he was "being singled out."

[24] Before embarking on the MGA analysis, some of these matters may be disposed of quickly. The "*tu quoque*" [you did it, too] or selective-enforcement arguments, and that of "fighting city hall" are steep hills to climb to establish a cause of action to a civil standard of proof[13]. To be clear, if there was bad faith or illegal (or other improper) motives in the application of an otherwise valid law, that could constitute a cause of action. It has been manifest in Canada since at least *Roncarelli v. Duplessis* [1959] SCR 121 that the arbitrary exercise of authority (or directing others to do so) as retribution for unrelated acts can sound in damages[14]. Quite simply, there is no such evidence in this case. The fact that the Claimant and the Town may "butt heads" from time to time is not evidence of capriciousness or that the Town is "out to get him."[15] In fact the only evidence I have of an official with an "axe to grind" is a counsellor who declared his

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[13] Mr. Slaunwhite testified that three houses, including the subject of this dispute, have been torn down by the Town since he became CAO in April 2021. One other was a home damaged by fire in which the terms a consent agreement were not met. The third was an "unsafe house on Union Street," the state of deficiencies in which were not put in evidence.

[14] See also *Odhavji Estate v. Woodhouse*, [2003] 3 SCR 263

[15] Ms. MacDonald testified that the Kempt St. property was the only "dangerous or unsightly" complaint against Mr. Dolan; "most" others, she said, have been resolved, generally by compliance by Mr. Dolan. Some issues pertain to properties owned by him but for which acts or neglect by tenants are the subject-matter.

predisposition against the Claimant, and has recused himself from all matters pertaining to him or his enterprises.

[25] The physical state and location of the building was in photographic, affidavit, and verbal evidence at the hearing. It can be given short treatment. By any objective standard[16], at all relevant times the property was both “dangerous” and “unsightly.” The photographic evidence attached to Ms. MacDonald’s affidavit is particularly illustrative. It includes debris, accessible areas, holes, unsupported floor areas, incomplete / subpar fencing, and more. Ms. Withrow (a town administrator within the meaning of the MGA) tendered evidence to like effect.

[26] Mr. Dolan did not materially dispute this, except to say that he was “working on it” as resources and conditions permitted, and that at least to his thinking he had the necessary permits to do so and that the Town was in accord with his plans; and that if his sheathing-and-fencing was not in strict compliance with the consent agreement, the Town would not move to enforce its rights and remedies.

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[16] And the standard is an objective one: *Maine v. Colchester County*, 2008 NSSM 85.

[27] The MGA sections I cite in the appendix are, for legislation, drafted in reasonably coherent English. They allow a council to order an owner to remedy a dangerous or unsightly building, and to delegate the authority to make such an order to an administrator (other than an order for demolition). An appeal lies to the municipal council. A demolition order under s. 347 may be obtained from a "court of competent jurisdiction;" in this case, the parties entered into an agreement which acknowledged that authority in case of default. I have discussed this above, together with the ambiguity in that agreement. If this was the basis alone for demolition, without anything further, Mr. Dolan may have had an argument, subject to the statutory immunity afforded by s. 353.

[28] But it is not the sole basis. The matter had festered since, at the latest, 2020. Some complaints dated back to 2017. Mr. Dolan by his own acknowledgement (more than once) "figured" that the orders being served on him were little more than nudges to get him moving. He called the Town's bluff, and lost. This is not like *Rehberg v. Halifax Regional Municipality* 2018 NSSC 142 in which there was either adequate progress or indeterminate development to question the *present* state of the property at the time of Town action. It was manifest that Mr. Dolan had his own interpretation of what would be "good enough." There was significant past history of this falling short – to the point of either ignoring or paying inadequate

attention to the scope of his building permit, violating a stop work order, and passing an (incomplete) hodgepodge of permeable snow fencing and chipboard/plywood as constituting a "five foot safety fence" in the heart of downtown and proximate to a number of businesses and publicly accessible areas.

[29] It is worth recapping that by mid-2021, there were several complaints and developments. If Mr. Dolan had had any complacency from the lull in activity in 2020, he had no basis upon which to continue that complacency in 2021. Clearly, the Town was actioning the situation on several fronts.

[30] I did question, in argument, whether the "urgency" of s. 350 applied here given these self-same facts – that is, since the property had sat this long, whether "public safety requires immediate action" so as to allow the administrator to order immediate removal[17]. In these circumstances – where to put it in plain terms Mr. Dolan had been given every opportunity and then some – I am satisfied it does. It was clear to me that Mr. Dolan would do what he considered to be adequate, and then on his own terms and agenda notwithstanding the clear time line and language of the consent agreement. Again, for clarity, I am not convinced that the consent agreement clearly removed the requirement for a Court order under s. 347 as

[17] That section does not appear to have been judicially considered in Nova Scotia.

opposed to acknowledging the basis for obtaining such an order; but I am convinced that by June of 2021, the condition of and public access to the building constituted a public safety risk and nothing short of "immediate action" by the Town would remedy it.

[31] Mr. Janes testified that although the property had no power, it was a fire hazard in the sense that it was accessible and a fire would "rapidly escalate" and the property would be unsafe to enter. The photos establish to my complete satisfaction that any access would be fraught with danger of floor collapse, tripping, falling, or other injury. By June 2021, the property was the proverbial "accident waiting to happen" by any objective standard, and the time for bandaid and *ad hoc* solutions that Mr. Dolan would put forward in fits and starts had come to an end.

[32] To recap: I find that Mr. Dolan was well aware, from passage of time and various orders, of the dangerous or unsightly nature of the property; he was given ample opportunity to address these issues; he proceeded as and when he saw fit, including putting his own 'spin' on his permits and obligations, "figuring" that the Town would not pursue its remedies in the event these fell short; and that when it did so, it was an instance of him being treated unequally or unfairly or prejudicially. The last straw was when he entered into a consent agreement calling

for an immediate "5 foot safety fence" which was – no matter how you interpret it – not completed in form or substance. It is arguable that the Town was not within the scope of s. 347 MGA with only the agreement but no Court order; but by June 2021 it was well within its rights under s. 350 having exhausted every other version of "don't make me come down there" that was consistent with public safety.

[33] Having so found, it is unnecessary to deal with damages. However, I note the following comments of Bateman, JA (for the Court) in *Homberg v. Halifax Regional Municipality*, 2003 NSCA 61:

> [18] Does the **Municipal Government Act** evidence an intention that the taxpayers through their elected representatives agreed to be responsible for private loss to property owners in the circumstances of Homburg? A review of the legislation reveals that it is the obligation of the owner of a property to maintain it. A municipality, while authorized by the legislation to order the owner to remedy an unsightly premises, is not obliged to do so. Compare the mandatory wording in s. 344, "every property in the municipality shall be maintained . . ." (emphasis added), with the permissive language in ss. 346(1) and 347(1), ". . . the council may order . . ." or ". . . a municipality may apply . . ." (emphasis added). Enforcement of the unsightly premises legislation is but one of a myriad of such responsibilities reposed in a municipality by the **Act**. In the discharge of its business a municipality must make choices and consider budgetary issues, which brings into play matters of policy. The obligation of a municipality is to all of the residents - to manage the municipality in a way which benefits the whole, not just the property owners of one sector.
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> [19] The Chief Justice, in his decision, relied in part upon the inclusion in Part XV of the **Act**, of a prohibition against any legal action:
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> > **353** No action shall be maintained against a municipality or against the administrator or any other employee of a municipality for anything done pursuant to this Part.

> [20] I would agree that the bar to action is a significant additional indicator that the legislators did not intend to create a private duty of care between a municipality and its occupants in such circumstances (see **Edwards v. Law Society of Upper Canada**, 2001 SCC 80 (CanLII), [2001] 3 S.C.R. 562; S.C.J. No. 77 (Q.L.) at ¶ 16). I find no merit to Homburg's submission that this exemption from liability applies only to acts done and not to acts not done.
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> [21] Considering the above factors, I would agree with the Chief Justice that the statute does not reflect an intent that the municipality owes a private law duty of care for such economic loss to a party in the position of Homburg. I am therefore satisfied that the Chief Justice did not err in concluding that Homburg had not established the proximity which is essential to found a *prima facie* duty of care. That is sufficient to dispose of this aspect of the appeal.

[34] The Town is correct in adding the costs of demolition pursuant to s. 507 MGA. The consent agreement provides for the addition of legal fees, which I have reviewed and find reasonable. The Town is also entitled to the costs of this proceeding to the extent allowable by this Court, namely the $178.54 costs of service.

[35] I would ask counsel for the Town to prepare a draft order for my review.

Balmanoukian, Adj.

Appendix

PART XV DANGEROUS OR UNSIGHTLY PREMISES

Requirement to maintain property

344 Every property in a municipality shall be maintained so as not to be dangerous or unsightly.

Authority to delegate and requirement to report

345 (1) The council may, by policy, delegate some or all of its authority pursuant to this Part, except the authority to order demolition, to the administrator.

(2) The council may, by policy, delegate its authority pursuant to this Part, or such of its authority as is not delegated to the administrator, to a community council or to a standing committee, for all or part of the municipality.

(3) The administrator shall at least twice per year table a public report to the council describing the status of dangerous or unsightly property orders including remedial progress made regarding properties for which orders were issued pursuant to this Part.

Order to remedy condition

346 (1) Where a property is dangerous or unsightly, the council may order the owner to remedy the condition by removal, demolition or repair, specifying in the order what is required to be done.

(2) An owner may appeal an order of the administrator to the council or to the committee to which the council has delegated its authority within seven days after the order is made.

(3) Where it is proposed to order demolition, before the order is made not less than seven days notice shall be given to the owner specifying the date, time and place of the meeting at which the order will be considered and that the owner will be given the opportunity to appear and be heard before any order is made.

(3A) Where the council or the committee varies or overturns the order of the administrator, the council or committee shall provide reasons to be recorded in the minutes of the council or committee meeting.

(4) The notice may be served by being posted in a conspicuous place upon the property or may be served upon the owner.

Order to remedy condition

347 (1) A municipality may apply to a court of competent jurisdiction for a declaration that a property is dangerous or unsightly and an order specifying the work required to be done to remedy the condition by removal, demolition or repair.

(2) The court may order any property found to be dangerous or unsightly to be vacated until the condition is remedied.

(3) The court may, where any property is found to be dangerous or unsightly, order that no rent becomes due, or is payable by, any occupants until the condition is remedied.

Effect of order

348 (1) In this Section, “order” means an order made by the administrator, committee, council or court pursuant to this Part.

(2) An order may be served by being posted in a conspicuous place upon the property or may be served upon the owner.

(3) Where the owner fails to comply with the requirements of an order within the time specified in the order, the administrator may enter upon the property without warrant or other legal process and carry out the work specified in the order.

(3A) repealed

(4) After the order is served, any person who permits or causes a dangerous or unsightly condition, continues to permit or cause a dangerous or unsightly condition or who fails to comply with the terms of the order is liable, on summary conviction, to a penalty of not less than one hundred dollars and not more than five thousand dollars, and in default of payment to imprisonment for not more than three months.

(4A) Any monetary penalty payable pursuant to subsection (4) may not be remitted pursuant to the Remission of Penalties Act unless the penalty relates to a property that is the primary residence of the person required to pay the penalty.

(5) Every day during which the condition is not remedied is a separate offence.

(6) Where an order requires the demolition or removal of a building, the administrator may cause the occupants to be removed, using force if required, in order to effect the demolition or removal.

Order to vacate unsafe property

349 (1) A property within a municipality that is unsafe shall be vacated forthwith upon order of the administrator.

(2) The administrator shall post notice that the property is unsafe in a conspicuous place on the property.

(3) The notice shall remain posted until the unsafe condition is remedied.

Immediate action

350 Where public safety requires immediate action, the administrator may immediately take the necessary action to prevent danger or may remove the dangerous structure or condition.

Notice

351 Where land is sold for non-payment of taxes and the period for its redemption has not expired, proceedings may be taken in respect of the repair, removal or destruction of any structure on the land by reason of its condition, and where the purchaser of the land is

(a) the municipality, any notice required to be given with respect to an order for removal or destruction shall be given to the person who was entitled to receive it immediately before the day on which the land was sold; and

(b) any person other than the municipality, the notice shall be given to both the person entitled to receive it immediately before the day on which the land was sold and the purchaser at the tax sale.

Power to enter land

352 (1) The administrator may, for the purpose of ensuring compliance with this Part, enter in or upon any land or premises at any reasonable time without a warrant.

(2) Except in an emergency, the administrator shall not enter any room or place actually being used as a dwelling without the consent of the occupier unless the entry is made in daylight hours and written notice of the time of the entry has been given to the occupier at least twenty-four hours in advance.

(3) If a person refuses to allow the administrator to exercise, or attempts to interfere or interferes with the administrator in the exercise of a power pursuant to this Act, the administrator may apply to a judge of the Supreme Court of Nova Scotia for an order to allow the administrator entry to the building and an order restraining a person from further interference.

No action

353 No action shall be maintained against a municipality or against the administrator or any other employee of a municipality for anything done pursuant to this Part.