

**AGENDA**  
**MUNICIPAL COUNCIL**

Bridgewater, NS

Tuesday, April 24, 2018 – 9:00 a.m.

Time & Page

1. CALL TO ORDER
2. ANNOUNCEMENTS, ACKNOWLEDGEMENTS, RECOGNITION:
3. PUBLIC INPUT (15 Minutes)
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES (Nil)
6. BUSINESS ARISING FROM MINUTES: (Nil)
7. AWARDING OF TENDERS/RFPs:
  - 7.1 Award of Tender 2018-05-003 “On-Site Sewage Disposal System Installations for LaHave River - Group 4” ..... 1-3
  - 7.2 Award of RFQ 2017-01-406 “Wastewater Sampling Analysis” ..... 4
8. PRESENTATIONS/SCHEDULED TIMES:
  - 8.1 Tina Hennigar re NOW Lunenburg ..... 9:15 a.m.
  - 8.2 Michael Graves re United Way ..... 10:15 a.m. 5-15
9. CONSIDERATION OF CORRESPONDENCE: (Nil)
10. RECOMMENDATIONS FROM COMMITTEES & BOARDS:
  - 10.1 Pension Committee
    - 10.1.1 Approval of Pension Plan – Consolidation of Plan Text ..... 16-61
  - 10.2 Fire and Emergency Services Committee
    - 10.2.1 Reappointment of Fire Service Representatives ..... 62
  - 10.3 Region 6
    - 10.3.1 Approval of Revised Region 6 Inter-Municipal Agreement ..... 63-89
  - 10.4 Administration Department
    - 10.4.1 Cost Shared Paving of Municipal Service Exchange Roads ..... 90-94
  - 10.5 Finance Committee
    - 10.5.1 Riverview Enhanced Living Request for Tax Exemption ..... 95-98
11. STAFF REPORTS:
  - 11.1 Fire Services Coordinator/Administrator
    - 11.1.1 Quarterly Update ..... 99-107
  - 11.2 Economic Development
    - 11.2.1 Agri-Innovation Park ..... 108-110
  - 11.3 Planning Department
    - 11.3.1 Area Advisory Committee Member Appointments ..... 111
12. MAYOR’S/DEPUTY MAYOR’S/COUNCILLORS’ MATTERS:
  - 12.1 Proposed Offshore Drilling by BP (M. Ernst) ..... 112-119
  - 12.2 Update – Lunenburg County Lifestyle Centre (LCLC) (M. Ernst/E. Hustvedt)
  - 12.3 Update – Deputy Mayor
  - 12.4 Update – Mayor
13. IN CAMERA:
  - 13.1 Legal Advice re Planning Matter under Section 22(2)(g) of the MGA
  - 13.2 Contract Neg. re Lun. Co. Mountain Bike Assoc. under Section 22(2)(e) of the MGA
14. ADJOURNMENT



# Municipality of the District of Lunenburg

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## MEMORANDUM

**REPORT TO:** Council

**SUBMITTED BY:** Maria Butts, LaHave River Project Coordinator

**DATE:** April 24, 2018

**RE:** Tender Award: On-Site Sewage Disposal System Installations for LaHave River Properties. Project – Group #4

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### RECOMMENDATION

*Authorize staff to award tender 2018-05-003 to Dennis Lively Construction and Backhoe Services Ltd. in the amount of \$52,900.00 plus HST.*

### EXECUTIVE SUMMARY

Five bids were received for *Tender 2018-05-003 On-Site Sewage Disposal System Installations for LaHave River Properties. Project – Group #1*. All bids were accepted.

The scope of work consists of the supply and installation of five septic systems located on private property belonging to homeowners who have applied to participate in the LaHave River Straight Pipe Replacement Program, administered by the Municipality of the District of Lunenburg (MODL).

This is the fourth tender for installation for the Straight Pipe Replacement Program (SPRP).

### BACKGROUND

In the Spring of 2016, *Our Living Future* campaign was launched to bring awareness and education around the issue of straight pipes and their impact on the LaHave River and Council authorized staff to make an application to the New Build Canada Fund for a SPRP. Staff were directed to prepare a Wastewater Management District (WWMD) By-Law and policies to implement such a program. The drafted By-Law and policies have since been adopted by Council.

On June 29, 2017, federal and provincial authorities announced joint funding along with the Municipality for the replacement of straight pipes with on-site sewage disposal systems along the LaHave River.

Replacement of straight pipes with functioning septic systems required the services of a qualified engineer to select, design, and oversee the installation of approved septic systems. As such, council authorized staff to award of *RFP 2017-05-400 On-Site Sewage Disposal System Design for Lahave River properties* to Able Engineering Services Inc (Able) on August 22, 2017.

Over the past few months, MODL has been working with ABLE to produce sewage disposal designs for each property owner enrolled in the SPRP. Five designs were selected from those completed to date for inclusion in tender 2018-05-003.

No Municipal dollars are being spent on this program as the federal and provincial grants cover up to two thirds of the cost and all eligible homeowners are required to pay the remaining one third.

## DISCUSSION

Tender 2018-05-003 was posted on Wednesday, March 28th, 2018 and closed on Friday April 13, 2018.

Five bids were received by the deadline. Accepted tenderer names and bids are described in Table 1 below:

<b>Funding</b>	Total
Provincial/Federal Grants	2/3
Property Owner	1/3
<b>Tenderers</b>	Total Bid (w/o HST)
Dennis Lively Construction and Backhoe Services Ltd	\$52,900.00
C. Eugene Ingram Construction Ltd	\$55,283.00
Town and Country Property Improvements Ltd.	\$56,499.70
Rhyno's Landscaping Inc.	\$68,030.43
Maughan's Construction Inc.	\$141,000.00

Table 1: Accepted Bids

Under the scope of work, the successful bidder is required to complete all excavation, bedding, pipe laying, backfill and compactions. They are to supply all septic tanks, miscellaneous fittings, filter sand, stone and concrete. The successful bidder is also required to complete leakage testing, and all surface restoration and any other work as specified and shown on the design drawings.

## CONCLUSION

Of the five accepted bids received, the lowest bid was submitted by Dennis Lively Construction and Backhoe Services Ltd. of Beaver Bank, Nova Scotia.

**Tender Award Recommendation**

**Tender:** 2018-05-003 On-Site Sewage Disposal System Installation for LaHave River Properties.  
Project – Group #4.

**Scope of Work:** Install five On-Site Sewage Disposal Systems on five properties along the LaHave River.

**Closing Date:** April 13, 2018

**Rejected Tenders:** 0

<b>Funding</b>	Total
Provincial/Federal Grants	2/3
Property Owner	1/3
<b>Tenderers</b>	Total Bid (w/o HST)
Dennis Lively Construction and Backhoe Services Ltd	\$52,900.00
C. Eugene Ingram Construction Ltd	\$55,283.00
Town and Country Property Improvements Ltd.	\$56,499.70
Rhyno's Landscaping Inc.	\$68,030.43
Maughan's Construction Inc.	\$141,000.00

**Tender Award Recommendation:**

Council award Tender 2018-05-003 to Dennis Lively Construction and Backhoe Services Ltd for the cost of \$52,900.00 plus HST.

**RFQ Award Recommendation**

RFQ 2017-01-406 Wastewater Sampling Analyses

Scope of Work: Provide analyses of the samples taken for required effluent monitoring and operation of the Conquerall Bank, Cookville and New Germany Wastewater Treatment Plants from May 1, 2018 to March 31, 2021.

Closing Date: April 5, 2018

Rejected Quotations: 0

Year		Operating Budget	AGAT Quote	Maxxam Quote
2018-2019	Mandatory		\$18,378.00	\$22,495.00
	Recommended		\$1,881.00	\$2,007.50
	Total	\$19,657.50	\$20,259.00	\$24,502.50
2019-2020	Mandatory		\$20,285.82	\$24,372.00
	Recommended		\$2,091.84	\$2190.00
	Total		\$22,377.66	\$26,562.00
2020-2021	Mandatory		\$20,668.14	\$25,102.50
	Recommended		\$2,132.48	\$2,250.00
	Total		\$22,800.61	\$27,352.50
Overall Total			\$65,437.27	\$78,417.00

Note: Costs do not include HST.

Each year 1260 effluent analyses (mandatory) are required for the three treatment plants. Another 108 analyses (recommended) are completed on the raw sewage to the treatment plants. The above costs include the supply and delivery of sample bottles to the treatment plants and analyses reports including quality assurance and quality control data.

The mandatory costs include the samples required for monitoring the effluent from each of the treatment plants as per the terms and conditions of the Approval to Operate issued by Nova Scotia Environment and the requirements of the Wastewater Systems Effluent Regulations of Canada. The recommended costs represent periodic checks of the influent entering the treatment plants, which are not mandatory but are recommended.

Both AGAT Laboratories and Maxxam Analytics International Corporation are located in the Halifax Regional Municipality. MODL has worked with both AGAT and Maxxam and have found their services to be satisfactory.

The lowest acceptable quote is from AGAT Laboratories for a total of \$65,437.27 plus HST for the term of May 1, 2018 to March 31, 2021.

**Contract Award Recommendation:**

Council award the contract for the RFQ 2017-01-406 Wastewater Sampling Analyses to AGAT Laboratories for the total of \$65,437.27 plus HST for the term of May 1, 2018 to March 31, 2021.

Council  
April 24, 2018  
Item: 8.2  
Authorization: A. Dumaresq



**United Way**  
**Lunenburg County**  
**Improving Lives Locally**

Lunenburg County

## Quick Facts

Low Income Measure After Tax (LIM-AT)	18.8% (8,860 people)
National rate 14.2%      Provincial rate 17.2%	
Child Poverty Rate	21.6 % (1,742 kids)
Nova Scotia Rate	
Lone Parent Households	9.5% (2,035 HH)
Renters in Core Housing Need	42%
Spending over 30% of income for housing/energy	

# What we do

United Way supports organizations that help vulnerable people and families. These programs have many kinds of benefits,

- including meeting basic needs.
- teaching life skills.
- building a sense of hope for the future.
- alleviate immediate personal pressures.
- reducing social isolation.
- develop skills to help individuals manage similar issues in the future.
- developing the strengths of marginalized individuals, preventing and/or reducing their vulnerability.
- we give people the tools to help them succeed.

# Our Locally Funded Partners & Programs

For our 2018/2019 - Allocation period

The United Way of Lunenburg County invested \$119,511 in 21 programs.

Since 2003 we have invested over \$1.6 million in Lunenburg County kids, youth, families, women, seniors and communities.

**ALL THAT KIDS CAN BE programs received funding totaling \$77,995**

Helping children and youth reach their potential by investing in their early years, middle years and youth.

**Giving kids a positive summer camp experience - \$11,644**

Girl Talk (7)

Kids and Kops (2)

**Helping kids participate in sport, recreational or cultural activities – \$18,000**

PRO Kids Bridgewater

PRO Kids Municipality of Lunenburg

*Bikes for Kids (Over 370 bikes given away to kids of financially stressed families)*

*3000 FREE LCLC swimming and skating passes for financially stressed families.*

*FREE used sports equipment exchanges (hockey and soccer)*

**Providing a safe place for youth to grow and socialize - \$41,905**

Art in Action Hub for Youth

Better Together Family Resource 4H Clubs (3)

Musical Friends at St. Stephen's Anglican Parish in Chester

YMCA Friday Night Youth Zone

YMCA King Street Youth Centre

**Helping our communities' vulnerable youth - \$2,000**

Big Brothers Big Sisters In School Mentoring

**Education programs for teachers and youth - \$1,446**

Sexual Health Centre education and support

**Helping children and youth with special needs - \$3,000**

Hinchinbrook Farm Horse Boy Camp (1) and Playdates (32) for Autistic Families

**FROM POVERTY TO POSSIBILITY programs received funding totaling \$17,200**

Meeting basic human needs and moving people out of poverty by investing (in part) in employment security, basic income maintenance programs and improving skills through education.

**Literacy programs - \$2,200**

Lunenburg County Adult Learning Network- Literacy & Skill Building

**Basic income maintenance programs - \$15,000**

Saint Vincent de Paul Society

**Providing life changing opportunities for people living on very low income** — These are \$0 cost programs

Free Recreational Passes for low income individuals with mental health issues.

Free iPhones for vulnerable low-income individuals.

Free iPhones for nursing home music therapy programs.

**HEALTHY STRONG COMMUNITIES programs received funding totaling \$24,316**

Supporting personal wellbeing and strengthening neighbourhoods by investing (in part) in seniors, transportation, information.

**Helping to create inclusive community spaces - \$10,900 (The family that plays together, stays together.)**

Bridgewater Outdoor Pool Free Swims

Mahone Bay Outdoor Pool Free Saturday Swims

Free bus to Rissers beach for transportation challenged families (1 trip each in July and August)

*Free to borrow skates at the LCLC (Free to anyone who needs them.)*

**Connecting people and communities through transportation networks - \$6,405**

Bridgewater Senior Wheels

Chester Community Wheels

**Helping to keep our seniors safe and in their homes - \$5,000**

Lunenburg County Senior Safety Coordinator

*Plow it Forward – Rake it Forward – Mow it Forward - Stack it Forward Campaign – volunteer to help a senior*

Bridgewater Senior Wheels

Chester Community Wheels

**Helping to provide information and resources - \$2,011**

211 Information and Referra **211**

Funded programs that will assist residents of

## Lunenburg County

Includes the Towns of Bridgewater, Lunenburg, Mahone Bay, The Municipalities of Chester and Lunenburg

211 Information and Referral (211)

Adult Learning Network – Literacy & Skill Building

Art in Action Hub for Youth

*Back in the Game Free Skates to Borrow at the LCLC*

*Back in the Game FREE LCLC Swimming and Skating Passes for Financially Stressed Families*

*(3,000 FREE passes given away each year)*

Big Brothers Big Sisters In School Mentoring

Big Brothers Big Sisters Kids and Kops Summer Day Camps (2)

*“Bikes for Kids” – 370 FREE bikes distributed to date*

*Free iPhones and Laptops for Vulnerable People*

*Free iPhones for Nursing Home Music Therapy Programs*

*Free Recreational Passes for Individuals Living with Low Income and Mental Health Issues*

Girl Talk Summer Day Camps (7)

Hinchinbrook Farm Horse Boy Camp (1) and Playdates (32) for Autistic Families

*Plow it Forward – Rake it Forward – Mow it Forward - Stack it Forward Campaign*

Sexual Health Centre Youth Outreach

St. Vincent de Paul Community Outreach

South Shore Safe Communities Senior Safety Coordinator

YMCA Friday Night Youth Zone

YMCA King Street Youth Centre

# MUNICIPALITY OF THE DISTRICT OF LUNENBURG

- ✓ Free Beach Bus to Rissers Beach (1 trip in July and 1 in August)
  - ✓ Partnership between MoDL, the ToB and the United Way of Lunenburg County
- ✓ Better Together Family Resource Centre Buccaneer Bay/ Heritage House 4H
- ✓ Senior Wheels
- ✓ P.R.O. Kids (Positive Recreation Opportunities for Kids)

Total regional PRO Kids investments since 2007 = \$202,060

Town of Bridgewater, Municipality of Chester, Municipality of Lunenburg

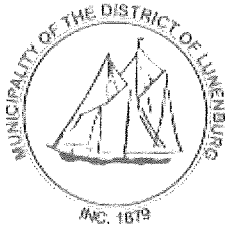
Total invested in MoDL PRO Kids = \$101,080

A special thank you to all our donors

Questions??



**United Way**  
**Lunenburg County**  
**Improving Lives Locally**



Council

April 24, 2018

Item: 10.1.1

Authorization: A. Dumaresq

# Municipality of the District of Lunenburg

April 16, 2018

To Her Worship, Mayor Bolivar-Getson, and Councillors  
of the Municipality of the District of Lunenburg

Dear Mayor and Councillors:

The Pension Committee in session on Monday, April 16, 2018, made the following  
recommendation to Council:

1. That Municipal Council approve the Pension Plan for the employees of the Municipality of the District of Lunenburg, Consolidation of Plan Text at June 1, 2015 as required per legislation.

Respectfully submitted,

Chairman and Members  
Pension Committee

/jp  
attachments

**DATE:** March 7, 2018

**TO:** Elana Wentzell, CPA, CMA  
Director of Finance and Municipal Treasurer  
Municipality of the District of Lunenburg

**FROM:** Paul Burnell, FCIA, FSA  
Senior Pension Consultant  
Plenus Consultants

**RE: Pension Plan for the Employees of the Municipality of the District of Lunenburg  
Consolidation of Plan Text at June 1, 2015**

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This memo is intended to summarize changes to the Pension Plan for the Employees of the Municipality of the District of Lunenburg (the "Plan") text due to consolidation effective June 1, 2015.

On June 1, 2015, the Nova Scotia Pension Benefits Act (NS PBA) was amended and several provisions were changed which impacted most pension plans. The Plan has been administering itself in accordance with these rules since June 1, 2015, however the Plan documents have yet to be updated. According to legislation, the changes must be reflected in the plan text by June 1, 2018.

Due to the various changes to be made to the plan text, rather than amending the Plan, this is a good opportunity to consolidate the Plan text effective June 1, 2015. Note that previously filed amendments have been included in the consolidated Plan text.

This memo is separated into two sections, the first summarizes changes due to the new PBA, and the second summarizes changes to the wording in the Plan text that are not due to the new PBA.

We have also included an appendix which summarizes the impacted Articles and the provision which causes the change to that article.

### ***Changes due to the new Nova Scotia Pension Benefits Act effective June 1, 2015***

#### Definition of Spouse

A few changes were made to the definition of spouse. The wording was updated to include same sex spouses, as well as reference to the Vital Statistics Act for definition of domestic partner was added.

The big change to note is the allowance for a member who is already married to have a new spouse if the member and new partner have been living conjugally for greater than three years. In this case, the new partner is considered the member's spouse for purposes of the Plan. If there is a dispute between spouses, the issue would need to be settled in court.

Finally, there is no longer a reference to common law spouse.

#### Removal of Common Law Spouse definition

As mentioned above, the new definition of Spouse no longer refers to a "common law spouse". Therefore, this definition has been removed from the Plan text and all references to common law spouse have been removed as well.

#### Minimum Interest on Employee Contributions

Member required contributions are no longer entitled to an interest rate floor of 0%, i.e., a negative return may now be applied to member required contributions. Therefore, member required contributions will be treated the same as voluntary contributions for purposes of crediting interest effective June 1, 2015.

#### Maximum deferral of postponed retirement date

The maximum age that pension payment may be deferred has changed in the Income Tax Act (ITA) from age 69 to age 71. This age has been updated in the Plan text.

#### Immediate vesting

Prior to the changes, the Plan rules allowed for no benefit entitlement from the Plan if a Member left the Plan with less than two years of continuous service. It is no longer allowable to treat short service employees in this manner. Member vesting is now immediate, and thus a Member is entitled to their benefit earned from the Plan regardless of service.

#### Spousal Entitlement on pre-retirement death benefits

There is a provision in the PBA which allows a spouse to waive their rights to a member's benefits if death occurs before payments begin. The NS Superintendent of Pensions has indicated that if this provision is not included, she will not approve the consolidated Plan text. This waiver can be cancelled if made in writing.

#### Small benefit threshold

The small benefit threshold has increased from 10% of the Year's Maximum Pensionable Earnings (YMPE) to 20% of the YMPE. This change allows for more deferred and retired members with small pension amounts to be paid in a lump sum and will serve to ease administrative work and expenses associated with these small benefits.

### ***New wording in the Plan Text***

#### Section 7.3: Optional Forms of Pension

Under the subsection Lifetime Payments, the Plan text states "the pension can be designed to reduce on the Member's death *or on either death*". This form of pension (i.e., one that reduces on the spouse's death) is not offered to members. Therefore, the words "or on either death" have been deleted.

Furthermore, we have clarified wording in this subsection so that the spousal percentage of the form of pension elected cannot be lower than the normal form. This is consistent with administrative practice.

## Appendix A

### Article Impacted Due to Changes in the Nova Scotia Pension Benefits Act and Income Tax Act

<b>Provision Change</b>	<b>Articles Impacted</b>
Definition of Common Law Spouse	1.4
Minimum Interest on Employee Contributions	1.12
Definition of Spouse	1.19
Maximum Deferral of Postponed Retirement Date	6.1, 11.4, 17.2
Immediate Vesting	9, 10.3
Spousal Waiver of Pre-Retirement Death Benefit	11.7
Small Retirement Benefit	12.4

### Articles Impacted Due to Wording Clean up

<b>Provision Change</b>	<b>Articles Impacted</b>
Optional Form of Pension	7.3

**PENSION PLAN FOR EMPLOYEES  
OF THE MUNICIPALITY  
OF THE DISTRICT OF LUNENBURG**

**PLAN RULES**

**As Amended and Restated Effective June 1, 2015**

**April 2018**

**PENSION PLAN FOR EMPLOYEES  
OF THE MUNICIPALITY  
OF THE DISTRICT OF LUNENBURG  
(as Amended and Restated June 1, 2015)**

- WHEREAS** The Municipality of the District of Lunenburg (hereinafter referred to as the “Municipality”) has established the Pension Plan for Employees of the Municipality of the District of Lunenburg (hereinafter referred to as the “Plan”);
- WHEREAS** the right is reserved to the Municipality in Section 13.3 of the Plan to amend the Plan from time to time, and
- WHEREAS** the Municipality wishes to amend the Plan for the purpose of complying with changes to the Nova Scotia Pension Benefits Act and Regulations and to consolidate the Plan rules as of June 1, 2015.
- BE IT RESOLVED** Except as otherwise noted, the Plan is hereby restated effective June 1, 2015 as follows:

The pension plan text is revised in its entirety as shown in the attached restated pension plan text.

Signed on behalf of the Municipality on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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## FORWARD

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1. Effective April 1, 1976, the plan sponsor established the Plan for the employees of the Municipality of the District of Lunenburg, issued by the Prudential Assurance Company Limited, and funded by an annuity contract held with Prudential under Policy GR11290 (The Canada Customs and Revenue Agency registration no. 0393447, Nova Scotia registration no. C70112).
2. Effective January 1, 1988, contributions to GR11290 ceased and funding changed to a deposit administration basis under Policy GP40600, also issued by Prudential. Registration continued under The Canada Customs and Revenue Agency registration no. 0393447 and Nova Scotia registration no. C70112. The previously accrued guaranteed annuity benefits were transferred to the new funding basis.
3. Effective January 1, 1990, the administration and recordkeeping services for the Plan and the assets of the Plan were transferred to the Maritime Life Assurance Company under Group Deposit Administration Policy 500283.
4. Effective December 1, 1992, the administration, recordkeeping, and actuarial services for the Plan and the assets of the Plan were transferred to Mutual Life. The Plan was amended and restated to
  - (i) increase the maximum pension allowable,
  - (ii) incorporate all previous amendments, and
  - (iii) incorporate federal legislative requirements effective January 1, 1992.

For members who have ceased employment prior to the Amended and Restated Date of this Plan text, the following will apply:

- (i) the provisions of the previous plan text;
  - (ii) any retroactive changes not covered under the previous plan text which have been incorporated into this plan text.
5. Effective December 1, 1992, the Plan was amended to
  - (i) update federal legislative requirements, effective January 1, 1992,
  - (ii) apply the 50% cost rule retroactively,
  - (iii) upgrade benefits accrued from April 1, 1976 to January 1, 1992,
  - (iv) change the reduction percentage on the joint and last survivor pension to  $66 \frac{2}{3}\%$
  - (v) increase the pre-retirement spousal death benefit,
  - (vi) update Nova Scotia legislative requirements, effective October 5, 1993, and

- (vii) update the maximum pension section, effective July 1, 1994
6. Effective January 1, 1992, the Plan is amended to update federal legislative requirements, effective January 1, 1992 and December 20, 1994.
  7. Effective January 1, 1997, the Plan is amended to
    - (i) update Nova Scotia legislative requirements, effective January 1, 1988,
    - (ii) upgrade the pension benefit, effective December 1, 1995,
    - (iii) add pension benefit provisions for the municipal clerk, effective December 1, 1995,
    - (iv) add an unreduced early retirement provision, effective December 1, 1995, and
    - (v) incorporate the federal legislative change in the deferred retirement age.

The Plan is registered with The Canada Customs and Revenue Agency and the province of Nova Scotia – registration number 0393447.

8. Effective January 1, 2001, the Plan is amended to provide for administration costs to be paid from the pension fund.
9. Effective June 4, 2001, the Plan is amended to
  - (i) add definitions of Common-law Partner and Spouse in accordance with Nova Scotia legislation.
  - (ii) update marriage breakdown provisions in accordance with Nova Scotia legislation.
10. Effective January 1, 2003 the Plan is amended to
  - (i) comply with the requirements of Bill No. 9 amendments to the Pension Benefits Act and Regulations of Nova Scotia
  - (ii) consolidate amendments T1 through T5
11. Effective December 1, 2005 the Plan is amended to permit Optional Ancillary Contributions and Optional Ancillary Benefits.
12. Effective January 1, 2007 the Plan is amended to clarify the definition of Earnings.
13. Effective October 1, 2009 the Plan is amended to improve the pre-retirement death benefit for married members over age 60.

14. Effective April 1, 2013 the Plan is amended to:
- (i) Consolidate amendments 1 through 3; and
  - (ii) Add a second plan sponsor, the Municipal Joint Services Board, Lunenburg Region. The Municipal Joint Services Board is a new entity which was formed effective April 1, 2013 as a result of a reorganization which resulted in some employees of the Municipality of the District of Lunenburg becoming employees of the Municipal Joint Services Board.
15. Effective June 1, 2015 the Plan is amended to:
- (i) consolidate amendments 1 and 2; and
  - (ii) comply with changes to the Nova Scotia Pension Benefits Act and Regulations.

## SECTION 1. DEFINITIONS

---

- 1.1 Actuarial Equivalent**  
means equal in value according to the assumptions adopted by the Actuary. The 'actuarial equivalent' will be determined independent of the Member's sex.
- 1.2 Actuary**  
means a Fellow of the Canadian Institute of Actuaries.
- 1.3 Applicable Legislation**  
means the laws and regulations with which the plan must comply, including, as applicable
- the administrative rules of The Canada Revenue Agency and the provisions of the Income Tax Act and Regulations
- the provisions of the pension legislation, or any other legislation, of the jurisdictions with which the Plan and Policy must comply.
- 1.4 Commuted Value**  
means the value, as of a fixed date, of a pension, deferred pension or an ancillary benefit, calculated according to the Applicable Legislation. The 'commuted value' will be determined independent of the Member's sex.
- 1.5 Continuous**  
means, in relation to employment, membership or service, without regard to temporary suspension of employment, membership or service as defined by the Applicable Legislation, and without regard to periods of temporary layoff from employment, not exceeding 12 consecutive months during such absence.
- 1.6 Earnings**  
means the regular earnings paid by a Plan Sponsor to the Member, excluding overtime and bonuses, unless otherwise specified under the Plan. Earnings for a Plan Year will be annualized.
- 1.7 Employee**  
means a person who is actively employed by one of the Plan Sponsors. An 'employee' is employed in Canada unless otherwise specified under the Plan.
- a) A **Full-Time Employee** means an Employee who works sufficient time in each calendar year to meet the Plan Sponsor's requirement to qualify for full-time status.
- b) A **Part-Time Employee** means an Employee who works less time in each calendar year than the Plan Sponsor's requirement to qualify for full-time status.

**1.8 Excess Contributions**

means, effective December 1, 1992 for Members who are entitled to a Vested Pension Benefit, the amount of Member required contributions made under the Plan which exceed 50% of the Commuted Value of the Vested Pension Benefit.

**1.9 Former Member**

means a Member who has ceased employment with the Plan Sponsors and for whom a liability is held under the Plan.

**1.10 Fund**

means and includes all contributions paid by the Members and the Plan Sponsors referred to in Section 13.1 and all property in which said contributions may be invested and all proceeds thereof and earnings and profits derived therefrom.

**1.11 Interest**

(a) for Member required contributions, means

an annual rate applicable for the year equal to the overall rate of return of the Fund, net of expenses.

(b) for voluntary contributions, means

an annual rate applicable for the year equal to the overall rate of return of the Fund, net of expenses.

(c) For a Member who ceases employment, Interest will be credited for the final partial Plan Year at the rate that was in effect for the previous Plan Year, proportioned by the number of days to the date the Member ceases employment over 365. Interest will be credited in accordance with the Applicable Legislation.

Interest will be credited from the end of the month in which the contribution is due, and will be compounded annually.

**1.12 Locked-In**

means restricted for the sole purpose of providing a pension at retirement.

**1.13 Member**

means an Employee who is enrolled in the Plan and who is actively accruing Pensionable Service.

**1.14 Pension Benefit**

means the life annuity provided under the Plan to a Member.

**1.15 Pensionable Service**

means the period of employment or membership described under subsection 4.4 used to calculate the Pension Benefit at a relevant date.

**1.16 Plan Sponsors**

means:

- (i) The Municipality of the District of Lunenburg (beginning effective April 1, 1976); and
- (ii) The Municipal Joint Services Board, Lunenburg Region (effective from April 1, 2013 to May 31, 2015).

**1.17 Plan Year**

means the period commencing January 1, and each 12 month period thereafter.

**1.18 Spouse**

for a Member, means either of two persons who

- (a) are married to each other, or
- (b) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity, or
- (c) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or, where they have ceased to cohabit, have cohabited within the 12 month period immediately preceding the date of entitlement, or
- (d) are domestic partners within the meaning of Section 52 of the *Vital Statistics Act*, or
- (e) not being married to each other, are cohabiting in a conjugal relationship with each other, and have done so continuously for at least
  - (A) three years, if either of them is married, or
  - (B) one year, if neither of them is married.

**1.19 Suspended Member**

means a Member who is not actively accruing Pensionable Service and who has not ceased employment. The Plan provisions in effect at the date the Member stops participating will be applicable.

**1.20 Vested**

means the Member's right to all or a portion of the Pension Benefit.

**1.21 YMPE**

means the Year's Maximum Pensionable Earnings as defined in the Canada Pension Plan Act.

For the purposes of the Plan, words importing the masculine include the feminine and words importing the singular include the plural, or vice versa, as the context requires. Defined terms are capitalized where they appear in the Plan for the convenience of the reader.

## SECTION 2. ELIGIBILITY

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An Employee's eligibility for enrolment in the Plan is determined according to this section.

### 2.1 ENROLLMENT

To enroll in the Plan, an eligible Employee shall complete an enrolment form and make contributions as required under the Plan.

A Member who has commenced pension payments and who subsequently recommences employment with one of the Plan Sponsors is not eligible for membership in the Plan.

### 2.2 FULL-TIME EMPLOYEES

The provisions of this subsection apply only to Full-Time Employees. Membership will not be terminated as a result of a subsequent decrease in Earnings and/or hours.

- a) **Full-time Employees of the Municipality on or after the Effective Date, but before June 25, 2013.**

An Employee of the Municipality is required to join the Plan on the first day of the month following 6 months of Continuous employment.

- b) **Full-time Employees of the Municipality on or after June 25, 2013.**

An individual who becomes a Full-time Employee of the Municipality on or after June 25, 2013 is not eligible for membership in the Plan.

- c) **Full-time Employees of the Municipal Joint Services Board, Lunenburg Region on or after the Effective Date, but before August 21, 2013.**

An Employee of the Municipal Joint Services Board, Lunenburg Region is required to join the Plan on the first day of the month following 6 months of Continuous employment.

- d) **Full-time Employees of the Municipal Joint Services Board, Lunenburg Region on or after August 21, 2013.**

An individual who becomes a Full-time Employee of the Municipal Joint Services Board, Lunenburg Region on or after August 21, 2013 is not eligible for membership in the Plan.

### 2.3 PART-TIME EMPLOYEES

The provisions of this subsection apply only to Part-Time Employees. Membership will not be terminated as a result of a subsequent decrease in Earnings and/or hours.

- a) **Part-time Employees of the Municipality on or after the Effective Date, but before June 25, 2013.**

An Employee of the Municipality is required to join the Plan on the first day of the month following 2 years of Continuous employment if Earnings were at least equal to 35% of the YMPE or the Employee was employed with one of the Plan Sponsors for greater than 700 hours in each of two consecutive calendar years immediately prior to joining the Plan.

- b) **Part-time Employees of the Municipality on or after June 25, 2013.**

An individual who becomes a Part-time Employee of the Municipality on or after June 25, 2013 is not eligible for membership in the Plan.

- c) **Part-time Employees of the Municipal Joint Services Board, Lunenburg Region on or after the Effective Date, but before August 21, 2013.**

An Employee of the Municipal Joint Services Board, Lunenburg Region is required to join the Plan on the first day of the month following 2 years of Continuous employment if Earnings were at least equal to 35% of the YMPE or the Employee was employed with one of the Plan Sponsors for greater than 700 hours in each of two consecutive calendar years immediately prior to joining the Plan.

- d) **Part-time Employees of the Municipal Joint Services Board, Lunenburg Region on or after August 21, 2013.**

An individual who becomes a Part-time Employee of the Municipal Joint Services Board, Lunenburg Region on or after August 21, 2013 is not eligible for membership in the Plan.

## 2.4 **WAIVER OF ELIGIBILITY**

The Plan Sponsors may waive the eligibility requirements for an Employee provided the waiver does not contravene any applicable human rights legislation.

## **SECTION 3. CONTRIBUTIONS**

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Contributions to the Plan are determined according to this section.

### **3.1 MEMBER REQUIRED CONTRIBUTIONS**

- a) Members shall contribute 5% of Earnings each year.
- b) Contributions are limited to the maximum amount allowable according to the Applicable Legislation. Any contribution in excess of the limit will be returned to the contributor and will not be credited under the Plan.

Member required contributions will include Interest.

### **3.2 VOLUNTARY CONTRIBUTIONS**

- a) Members may make voluntary contributions for the current calendar year up to the maximum amount allowable according to the Applicable Legislation. Voluntary contributions will be credited to an account held for the Member.

Voluntary contributions may include funds transferred from a registered pension plan, a registered retirement savings plan, a Locked-in retirement account or a deferred profit sharing plan. If such transfers involve Locked -In benefits from other plans, the transferred amounts will be Locked-In under this Plan.

- b) A Member may withdraw voluntary contributions at any time. This provision is not applicable to amounts which were transferred to this Plan on a Locked-In basis as described in a) above.

Voluntary contributions will include Interest.

### **3.3 PLAN SPONSOR CONTRIBUTIONS**

- a) The Plan Sponsors shall contribute amounts which, in the opinion of the Actuary, are necessary in addition to Member required contributions less Excess Contributions to provide the future service Pension Benefits for all Members according to the Plan, and to liquidate the initial liability for any past service Pension Benefits, experience deficiencies, and solvency deficiencies according to the Applicable Legislation.
- b) Surplus, as determined by the Actuary, may be used to reduce the Plan Sponsors' contributions. Alternatively, the Plan Sponsors may request that surplus be used to improve Member benefits, in accordance with subsection 13.3.

## **SECTION 4. NORMAL RETIREMENT**

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A Member's normal retirement benefit will be calculated according to this section.

### **4.1 NORMAL RETIREMENT AGE**

A Member's normal retirement age is 60.

### **4.2 NORMAL RETIREMENT DATE**

A Member's normal retirement date is the first day of the month coincident with or following the attainment of the Member's normal retirement age.

### **4.3 PENSION BENEFIT FORMULA**

a) A Member's annual Pension Benefit, payable at the normal retirement date on the basis described under subsection 7.1, is calculated according to the following:

(i) For Pension Benefit accrual prior to December 31, 1992, the following will apply:

2% of the Member's Earnings in the 1992 Plan Year for each year of Pensionable Service

(ii) For Pension Benefit accrual on or after January 1, 1993, the following will apply:

2% of the Member's Earnings in each year of Pensionable Service.

In no event will the Pension Benefit be less than the Pension Benefit which the Member had accrued for the same period based on the provisions of the plan document in effect prior to January 1, 1997.

b) Notwithstanding Subsection a), effective December 1, 1995, it has been declared that the annual Pension Benefit payable at the normal retirement date on the basis described under subsection 7.1, for the Municipal Clerk, Mr. D. E. Steele, will be calculated according to the following:

2% of the average best 5 years Earnings for each year of Pensionable Service.

#### 4.4 PENSIONABLE SERVICE

- a) For the period prior to April 1, 1976,  
for Members who joined the Plan on April 1, 1976, Pensionable Service is calculated using partial and complete months of employment, to a maximum of 15 years.

For the period on or after April 1, 1976,

Pensionable Service is calculated using partial and complete months of contributory membership.

Notwithstanding the above, effective December 1, 1995, Pensionable Service for the Municipal Clerk, Mr. D. E. Steele, is calculated using partial and complete months of employment with the City of Dartmouth and the Plan Sponsor, to a maximum of 35 years.

- b) The following periods will be included in Pensionable Service, except if the Member has ceased employment, during which Earnings will be considered to be at the same rate of pay as that immediately prior to the leave unless otherwise noted below, and provided Earnings are a prescribed amount according to the Applicable Legislation:
- (i) effective July 11, 1991, maternity, paternity or adoption leave as defined by the Nova Scotia Labour Standards Code, (paid, or unpaid not exceeding 1 year), provided the Member remits required contributions for the same period;
  - (ii) authorized leaves of absence (paid, or unpaid not exceeding 2 years), during which the Member must remit contributions;
  - (iii) periods of layoff up to 12 months, provided the Member remits required contributions for the same period;
  - (iv) a period of disability as defined by the Applicable Legislation and based on the written report of a medical doctor, during which the Member must remit required contributions. A medical doctor is a person who is licensed to practice under the laws of a province of Canada or the place where the Member resides.

For the period on or after January 1, 1992, in no event will the above periods of leave, other than a period of disability, exceed a total of 5 years plus an additional 3 years in respect of periods of parenting.

- c) Pensionable Service for a Plan Year, as calculated above, for
- (i) a Part-Time Member, or
  - (ii) a Member who has less than a full year of eligible service,
- will be multiplied by the ratio of the length of time actually worked by the Member, to the standard length of time required to be worked as a Full-Time Member.

#### 4.5 ADDITIONAL BENEFITS

- a) A Member is entitled to an additional pension provided by the Member's voluntary contributions, if any. The amount of pension will be determined on the basis of factors established by the Actuary which, if required by the Applicable Legislation, will be independent of the Member's sex.
- b) In lieu of an additional pension, the Member may elect to
  - (i) receive a lump sum payment, or
  - (ii) transfer those contributions to another registered pension plan or registered retirement savings plan.

A lump sum payment is not available for amounts which were transferred to this Plan on a Locked-In basis in accordance with subsection 3.2.

- c) A Member may elect to receive the Excess Contributions, if any, as a lump sum payment, or transfer those contributions to a registered retirement savings plan, or other prescribed retirement savings arrangement.

Any transfer will be in accordance with the Applicable Legislation.

#### 4.6 DISABILITY PENSION

- a) Notwithstanding any contrary provisions of the Plan, a Member who is totally and permanently disabled as defined by the Applicable Legislation and based on the written report of a medical doctor, is eligible to receive a disability pension. A medical doctor is a person who is licensed to practice under the laws of a province of Canada or the place where the Member resides.
- b) The disability pension will commence on the first day of the month coincident with or following the date the Member became disabled. No further benefits will accrue from the date the pension commences.
- c) The disability pension will be equal to the Pension Benefit calculated according to subsection 4.3 above, reduced for each month that the actual retirement date precedes the normal retirement date according to the following:
  - (i) by  $1/2\%$  for each month for the first 60 months,
  - (ii) by  $1/3\%$  for each month for the next 60 months,
  - (iii) by the Actuarial Equivalent thereafter.

The Commuted Value of the disability retirement pension will not be less than the Commuted Value of the deferred pension the Member is entitled to at the normal retirement date.

- d) Upon the death of the Member after the Member's disability retirement, if the amount of the pension payments that have been paid out at the end of the guaranteed period is less than the amount of Member required contributions, the difference will be payable as a lump sum payment to the beneficiary.

## **SECTION 5. EARLY RETIREMENT**

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The benefits payable to a Member upon early retirement are determined according to this section.

### **5.1 EARLY RETIREMENT DATE**

A Member may retire up to 10 years prior to the normal retirement date provided the Pension Benefit accrued is partially or completely Vested according to Section 9, Vesting on Termination.

### **5.2 EARLY RETIREMENT BENEFIT**

a) A Member who retires according to subsection 5.1 will receive a pension equal to the Vested portion of the Pension Benefit calculated according to Section 4, Normal Retirement. The Pension Benefit will be reduced for each month that the actual retirement date precedes the earlier of the normal retirement date or the date the Member would have been eligible to retire under Section 5.3 "Unreduced Early Retirement Benefit" based on years of employment at his actual retirement date and increasing age according to the following:

- (i) by  $1/2\%$  for each month for the first 60 months,
- (ii) by  $1/3\%$  for each month thereafter.

Subject to the Applicable Legislation, the Commuted Value of the early retirement pension will not be less than the Commuted Value of the deferred pension the Member is entitled to at the normal retirement date.

b) The following paragraph is to comply with the Income Tax Act and is in no way intended to increase or improve the early retirement benefits under the Plan.

In no event will the amount of the pension payable at the early retirement date be greater than the Pension Benefit reduced by  $1/4\%$  for each month that the actual retirement date precedes the earlier of,

- (i) age 60, or
- (ii) the day on which the Member has completed 30 years of employment, or
- (iii) the day on which the Member's age plus years of employment equals 80.

c) Upon the death of the Member after the Member's early retirement, if the amount of the pension payments that have been paid out at the end of the guaranteed period is less than the amount of Member required contributions, the difference will be payable as a lump sum payment to the beneficiary.

- d) For a period that the Member is not entitled to a Vested portion of the Pension Benefit, the Member will receive a lump sum payment equal to Member required contributions.

### **5.3 UNREDUCED EARLY RETIREMENT BENEFIT**

Notwithstanding any contrary provisions of this section, a Member whose age plus years of employment equal 90 may retire early and receive a pension equal to the Pension Benefit calculated according to Section 4, Normal Retirement.

### **5.4 ADDITIONAL BENEFIT**

A Member will be entitled to an additional benefit upon early retirement according to subsection 4.5.

## **SECTION 6. DEFERRED RETIREMENT**

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Effective January 1, 2017, a Member may defer pension commencement according to this section.

### **6.1 DEFERRED RETIREMENT DATE**

A Member's deferred retirement date will be after the Member's normal retirement date, but no later than the end of the calendar year in which the Member attains age 71, or such other time as is acceptable under the Applicable Legislation.

### **6.2 DEFERRED RETIREMENT BENEFIT**

A Member who reaches normal retirement date has the option to continue to remit contributions to the Plan in accordance with subsection 3.1 or of ceasing to remit contributions. If the Member elects to continue remitting contributions paragraph a) will apply. If the Member elects to cease remitting contributions paragraph b) will apply

- a) A Member who retires on a deferred retirement date will receive a pension equal to the Pension Benefit accrued to the Member's actual retirement date, calculated according to Section 4, Normal Retirement.
- b) If a Member elects not to remit contributions, the pension will be equal to the Actuarial Equivalent of the Pension Benefit accrued to the Member's normal retirement date, calculated according to Section 4, Normal Retirement.

### **6.3 ADDITIONAL BENEFIT**

A Member will be entitled to an additional benefit upon deferred retirement according to subsection 4.5.

## SECTION 7. FORMS OF PENSION

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The forms of pension applicable to the Pension Benefit are determined according to this section.

### 7.1 NORMAL FORM OF PENSION

- a) For Members who cease employment after December 1, 1992, and who have a Spouse when pension commences,
- (i) the normal form of pension is payable in equal monthly installments during the lifetime of the Member and the Spouse, with 60 months guaranteed. Upon the death of the Member after the Member's actual retirement, and after all of the guaranteed payments have been made, the Spouse will receive a monthly pension equal to  $66\frac{2}{3}\%$  of the amount of pension paid prior to the Member's death.
  - (ii) If both the Member and the Spouse die before all of the guaranteed payments have been made, the remaining payments will be either,
    - (1) commuted and payable to the Member's estate or designated beneficiary,
    - or
    - (2) continued to the Member's beneficiary until all of the guaranteed payments have been made.
- b) For all other Members not included in a) above,
- the normal form of pension is payable in equal monthly installments during the lifetime of the Member, with 120 months guaranteed. Upon the death of the Member after the Member's actual retirement, and before all of the guaranteed payments have been made, the remaining payments will be either
- (i) commuted and payable to the Member's estate or designated beneficiary,
  - or
  - (ii) continued to the Member's beneficiary until all of the guaranteed payments have been made.

The amount of pension payable in accordance with this subsection is subject to the Applicable Legislation.

## 7.2 LEGISLATIVE REQUIREMENT

The form of pension that is required under the Applicable Legislation is determined according to this subsection.

- a) A Member who has a Spouse on the date pension commences is required to elect a pension payable during the lifetime of the Member and the Spouse, reducing to not less than 60% upon the death of the Member.

This requirement may be waived if a written waiver, as prescribed by the Applicable Legislation, is filed jointly by the Member and the Spouse within the 12 month period immediately preceding pension commencement.

- b) Notwithstanding a) above, the normal form of pension for Members with a Spouse meets the legislative requirements stated above. If a Member elects to receive the pension on a single life basis, a written waiver as described above, must be filed.

If a Member elects to receive an optional form of pension on a joint and last survivor basis, the form of pension will not be less than the legislative requirement described above.

## 7.3 OPTIONAL FORMS OF PENSION

- a) Prior to the actual retirement date, a Member may elect in writing to receive the pension in one of the forms described below. The form of pension must be permitted under the Applicable Legislation.

### LIFETIME PAYMENTS

- (i) The pension may be payable for the Member's lifetime only, or
- (ii) the pension may be payable for the Member's lifetime and the Spouse's lifetime. The pension can be designed to reduce on the Member's death.

## GUARANTEED PAYMENTS

- (i) The pension may be payable with no monthly payments guaranteed, or
- (ii) the pension may be payable with a minimum of 60, 120, or 180 monthly payments guaranteed.

However, a Member who is entitled to the normal form of pension on a joint and survivor basis may NOT elect a joint and survivor optional form of pension which would provide an amount of pension greater than the amount payable on the normal form described under subsection 7.1 above.

- b) The amount of pension will be equal to the Actuarial Equivalent of the normal form of pension described under subsection 7.1 above, except that, for Members who are entitled to the normal form of pension on a joint and survivor basis BUT have elected an optional form of pension on a single life basis, the amount of pension will be equal to the Actuarial Equivalent of the normal form of pension on the single life basis.

## SECTION 8. MAXIMUM PENSION, PA REPORTING AND OTHER REQUIREMENTS

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### 8.1 MAXIMUM PENSION

The amount of pension payable to a Member upon cessation of employment or termination of the Plan, including any amount paid to a Spouse as a result of marriage breakdown, will be limited according to this subsection.

- a) The total amount of pension payable
- for Pensionable Service prior to January 1, 1992 under this Plan and any other registered pension plan of the Plan Sponsors', and
  - for Pensionable Service after January 1, 1992 under this Plan only,
- will not exceed an annual amount equal to the lesser of
- (i) \$1,722, or any higher amount prescribed by the Applicable Legislation, and
  - (ii) 2% of the average of the best 3 consecutive years' Earnings multiplied by
    - (i) the number of years of Pensionable Service prior to January 1, 1992, limited to 35, plus
    - (ii) the number of years of Pensionable Service on or after January 1, 1992.
- b) The maximum pension amount described in a) above will be reduced by ½% for each month that the pension commencement date precedes the earliest of the day on which
- (i) the Member will attain age 60,
  - (ii) the Member becomes totally and permanently disabled.

The above restrictions do not apply to annual pensions accrued prior to January 1, 1992, of \$300.00 or less per year of Pensionable Service. They also do not apply to pension amounts purchased by voluntary contributions or Excess Contributions, if any.

A Member who has accrued a pension amount equal to the maximum amount stated in this subsection will not accrue further benefits and will not make further Member required contributions to the Plan, if applicable.

## 8.2 PENSION ADJUSTMENT (PA) REPORTING

Pension adjustment limits are set out in subsection 147.1 (8) of the Income Tax Act. If a Plan Sponsor is the sponsor of another registered pension plan or deferred profit sharing plan, the total pension credits of an Employee will be limited according to that subsection.

The pension adjustment of a Member for a calendar year must not exceed the lesser of:

- (i) the money purchase limit for the year, as defined by the Income Tax Act, and
- (ii) 18% of the Member's compensation for the year, as defined by subsection 147.1 (1) of the Income Tax Act.

## 8.3 OTHER REQUIREMENTS

The Plan may

- (i) be amended at any time to reduce the benefits provided, and
- (ii) any contributions made by a Member or a Plan Sponsor in excess of the limit allowable under the Income Tax Act will be returned to the contributor

to avoid revocation of the registration of the Plan. Such an amendment or refund will be solely to avoid revocation of tax registration and will be subject to prior provincial approval if required by the Applicable Legislation.

## SECTION 9. VESTING ON TERMINATION

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The Pension Benefit will be Vested according to this section for the purpose of Section 10, Termination Benefits.

- a) For Pension Benefits accrued prior to January 1, 1988:
  - the Vested portion is 100% after the Member completes 10 years of Continuous employment.
  
- b) For Pension Benefits accrued on or after January 1, 1988:
  - the Vested portion is 100% after the Member completes 2 years of Continuous membership.
  
- c) Notwithstanding the foregoing, effective June 1, 2015, for Pension Benefits accrued on or after January 1, 1988:
  - the Vested portion is 100% after the Member joins the Plan.

The Plan Sponsors may waive the vesting requirements for any Member. Such waiver shall not contravene any Applicable Legislation.

## **SECTION 10. TERMINATION BENEFITS**

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The termination benefits payable to a Member who ceases employment for reasons other than death or retirement are determined according to this section.

### **10.1 TERMINATION BENEFITS**

A Member's Pension Benefit payable upon termination of employment will be calculated according to Section 4, Normal Retirement, Section 9, Vesting on Termination, and Section 17, Deferred Pensioners.

### **10.2 TERMINATION BENEFIT OPTIONS**

The following termination options are available to a Member who has a Vested Pension Benefit upon termination of employment, subject to the limitations described in subsection 10.3 below:

#### **Option A**

A pension equal to the Pension Benefit payable upon termination of employment to commence on the Member's normal retirement date or the date the Member would have been eligible to retire under Section 5.3 based on years of employment at his actual termination date and increasing age.

#### **Option B**

A lump sum payment equal to Member required contributions. The Member forfeits entitlement to any Plan Sponsor contributions.

#### **Option C**

A pension equal to 75% of the Pension Benefit payable upon termination of employment to commence on the Member's normal retirement date or the date the Member would have been eligible to retire under Section 5.3 based on years of employment at his actual termination date and increasing age,

plus

a lump sum payment equal to 25% of the Commuted Value of the Pension Benefit payable upon termination of employment.

For a period that a Member is not entitled to a Vested portion of the Pension Benefit, the Member will receive a lump sum payment equal to Member required contributions.

### 10.3 LIMITATIONS

- a) For Pension Benefit accrual prior to January 1, 1988:

The termination options for a Member who has attained age 45 and has completed 10 years of Continuous employment or membership upon termination are limited to the following:

Option A,

and

Option C

- b) For Pension Benefit accrual on or after January 1, 1988:

The termination options for a Member who has completed 2 years of Continuous membership are limited to the following:

Option A

- c) Notwithstanding the foregoing, effective June 1, 2015, for Pension Benefit accrual on or after January 1, 1988:

The termination options for a Member of the Plan is limited to the following:

Option A

### 10.4 TRANSFER OF BENEFITS

A Member may transfer the value or Commuted Value, as applicable, of any of the termination options to which the Member is entitled as follows:

- a) to another registered pension plan if that plan so permits, subject to the condition that Locked-In funds shall not be available as a cash payment to the Member under any plan to which they are transferred;
- b) to a registered retirement savings plan, if the benefit is available as a cash payment to the Member;
- c) to another Locked-In retirement product as prescribed by the Applicable Legislation, if the benefit is not available as a cash payment to the Member;
- d) to another insurance company to purchase an immediate or deferred pension.

Any transfer will be in accordance with the Applicable Legislation.

### 10.5 ADDITIONAL BENEFITS

A Member will be entitled to an additional benefit upon termination according to subsection 4.5.

## **SECTION 11. PRE-RETIREMENT DEATH BENEFITS**

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The benefit payable when a Member dies prior to pension commencement is determined according to this section.

### **11.1 PRE-RETIREMENT DEATH BENEFITS**

A Member's Pension Benefit payable upon death will be calculated according to Section 4, Normal Retirement, assuming the Member had terminated employment the day before the date of death, and Vested as indicated below.

### **11.2 VESTING AND BENEFIT ENTITLEMENT**

#### **a) SPOUSAL BENEFICIARIES**

(i) For Pension Benefit accrual prior to January 1, 1988:

The beneficiary will receive a lump sum payment equal to the value of the Member required contributions.

(ii) For Pension Benefit accrual on or after January 1, 1988 and prior to June 1, 2015:

The Pension Benefit upon death is Vested as follows:

100% after the Member completes 2 years of Continuous Membership.

(iii) For Pension Benefit accrual on or after June 1, 2015:

The Pension Benefit upon death is Vested as follows:

100% after becoming a Member of the Plan.

Effective December 1, 1992, for a Member who has a Vested Pension Benefit, the death benefit will be equal to the Commuted Value of the Pension Benefit payable upon death.

For a Member who does not have a Vested Pension Benefit, the death benefit will be equal to the value of the Member required contributions.

#### **b) NON-SPOUSAL BENEFICIARIES**

For Member's death prior to June 1, 2015:

(i) The beneficiary will receive a lump sum payment equal to the value of the Member required contributions.

(ii) The death benefit will be paid as a lump sum payment.

For Member's death on or after June 1, 2015:

- (i) The death benefit will be equal to the Commuted Value of the Pension Benefit payable upon death.
- (ii) The death benefit will be paid as a lump sum payment.

The Plan Sponsors may waive the vesting requirements for any Member. Such waiver shall not contravene any Applicable Legislation.

**11.3 ADDITIONAL BENEFITS**

- a) Voluntary contributions are payable to the beneficiary as a lump sum payment.
- b) Excess Contributions are payable to the beneficiary as a lump sum payment.

**11.4 OPTIONS FOR SPOUSAL BENEFICIARY**

- a) If the Spouse is the beneficiary, the Spouse may elect to have the death benefit paid as an immediate or deferred pension for life. The pension may be guaranteed for a period of 15 years.

The pension must commence not later than,

- (i) one year after the day of the death of the Member, or
  - (ii) the end of the calendar year in which the Spouse attains age 71, or such other time as is acceptable under the Applicable Legislation.
- b) In addition to the option provided in 11.4 a), a Spouse has the option to transfer the value or Commuted Value, as applicable, of any of the benefits payable under this section as follows:
    - (i) to another registered pension plan if that plan so permits;
    - (ii) to a registered retirement savings plan;
    - (iii) to another Locked-In retirement product as prescribed by the Applicable Legislation;
    - (iv) to another insurance company to purchase an immediate or deferred pension.

Any transfer will be in accordance with Applicable Legislation.

**11.5 DEATH AFTER NORMAL RETIREMENT DATE AND PRIOR TO FULL PENSION COMMENCEMENT**

If a Member dies after the normal retirement date and prior to commencement of any portion of the Pension Benefit, the following will apply:

- a) the Member is deemed to have retired on the day prior to the Member's death, and
- b) to commence pension payments on the first day of the month following the Member's death, in accordance with the normal form described in subsection 7.1.

Notwithstanding the above, effective October 1, 2009, the pre-retirement death benefit for a spousal beneficiary shall not be less than 100% of the Commuted Value of the Pension Benefit payable if the Member had retired on the date of death.

The options for a spousal beneficiary are as given in subsection 11.4.

#### **11.6 BENEFICIARY**

- a) In the absence of statutory restrictions, a Member may, by declaration signed by the Member, appoint a beneficiary or change the beneficiary previously appointed. Any beneficiary appointment made under the Plan will be revocable. If a beneficiary is not appointed by the Member, any amounts will be paid to the Member's estate.
- b) Notwithstanding a) above, if a Member has a Spouse, the Spouse will be the beneficiary.

#### **11.7 SPOUSAL WAIVER OF BENEFITS ON DEATH BEFORE COMMENCEMENT OF PENSION**

Notwithstanding the foregoing, the Spouse's entitlement may be waived before payment of the first installment, by delivering a written waiver to the Administrator of the Plan in accordance with the Pension Benefits Act of Nova Scotia. This waiver may be cancelled if a written and signed notice is delivered to the Administrator before the date of death of the Member, Former Member, or pensioner, and before payment of the first installment.

## **SECTION 12. BENEFIT PAYMENTS**

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### **12.1 SURRENDER, COMMUTATION, ASSIGNMENT**

- a) Benefits payable under the Plan are not capable of assignment or alienation, nor of being surrendered or commuted during the lifetime of the Member. Benefits payable under the Plan shall not be charged, anticipated or given as security. Assignment of benefits may occur to the extent outlined in the following paragraph(s). No right or interest in the benefits of a Member or personal representative, dependent or any other person, is capable of being assigned or otherwise alienated, nor of being surrendered or commuted during the lifetime of the Member.
- b) The foregoing prohibition against assignment does not apply where a Member or Former Member is entitled to a pension or Pension Benefit and,
- (i) a petition for divorce is filed;
  - (ii) an application is filed for a declaration of nullity; or
  - (iii) the Member or Former Member and that person's Spouse have been living separate and apart and there is no reasonable prospect of the resumption of cohabitation.

The pension or Pension Benefit earned during the period of marriage may be divided in accordance with the Pension Benefits Act and Regulations of Nova Scotia.

Notwithstanding the above, the Spouse of the Member or Former Member shall not receive more than one half of the pension or Pension Benefit earned during the marriage.

### **12.2 CURRENCY**

All benefits to be paid under the Plan will be paid in Canadian currency.

### **12.3 LIFE ANNUITY**

Any pension payable to a Member will be payable for life. The pension will be provided by a life annuity contract or contracts purchased from an insurance company licensed to transact annuity business in Canada. Alternatively, the pension will be provided by making monthly withdrawals from the Fund, except for the pension provided by voluntary contributions as described in subsection 3.2.

### **12.4 COMMUTATION OF SMALL PENSIONS**

If the amount of pension payable at the Member's normal retirement date is less than 4% of the YMPE in the year in which the Member ceases employment or if the Commuted Value of the pension to be provided under the Plan is less than 20% of the YMPE in the year in which the Member ceases employment, the Member, at their request, will receive a lump sum payment equal to the Commuted Value of the pension.

## **SECTION 13. FUNDING AND ADMINISTRATION**

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### **13.1 FUNDING**

- a) The Plan Sponsors shall make deposits to the Fund consisting of Member required, and if applicable, Plan Sponsor and voluntary contributions, as described under Section 3, Contributions.
- b) Member required and voluntary contributions must be remitted no later than 30 days following the month in which such contributions were deducted from the Member's Earnings. Plan Sponsor contributions must be remitted in monthly amounts no later than 30 days following the end of the month for which the contributions are payable in respect of current service, and no later than 30 days following the end of each month in respect of unfunded liabilities and solvency deficiencies.
- c) The investments of the Fund will be made according to the Applicable Legislation and any other applicable law or regulation relating to investments under registered pension plans.
- d) The Plan Sponsors may apply to the applicable federal and/or provincial pension authorities for a refund of excess plan surplus during the time the Fund remains active. Excess plan surplus is the amount, as determined by and certified by the Plan Actuary, in excess of the amount of surplus which the Applicable Legislation specifies must remain in the Plan while the Plan remains active.

### **13.2 ADMINISTRATION**

- a) The Plan Sponsors have adopted the Plan for the purpose of providing retirement and related benefits to Members. The Plan Sponsors shall determine all matters with respect to interpretation of the plan text.
- b) The administrator of the Plan, as defined by the Applicable Legislation, are the Plan Sponsors.
- c) The administrator is responsible for ensuring that the Plan is administered according to the Applicable Legislation. However, the Plan Sponsors may employ such agents, as they deem necessary to properly carry out their duties.
- d) The cost of administering the Plan shall be paid from the Fund, unless otherwise paid by the Plan Sponsors.

### **13.3 AMENDMENT OF THE PLAN**

The Plan Sponsors reserve the right to amend the provisions of the plan text. Any change in the provisions of the Plan will be evidenced by an amendment adopted by the Plan Sponsors and approved by the applicable federal and provincial pension authorities.

## **SECTION 14. DISCLOSURE AND INFORMATION**

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### **14.1 INFORMATION**

The administrator of the Plan shall provide each Member, or each Employee who is eligible to join the Plan, and that person's Spouse as required by the Applicable Legislation, with a written explanation of

- a) the terms and conditions of the Plan and any amendments to the Plan,
- b) the rights and duties of a Member in respect of benefits available under the Plan, and,
- c) such other information and written financial statements required under the Applicable Legislation.

On written request, the administrator of the Plan shall make available documents and information in respect of the Plan for inspection without charge to persons entitled to the information as required by the Applicable Legislation in the time frame and manner prescribed by the Applicable Legislation.

Not later than forty-five (45) days before the filing date of any amendment to the Plan, the Members shall be provided with an explanation of such amendment. In accordance with Applicable Legislation, explanation may be provided up to six (6) months after the filing date in cases where the amendment is of a technical nature, the amendment will not substantially affect the pension benefits subsequent to the effective date, or, the amendment will not adversely affect any person entitled to payments from the Fund.

### **14.2 TERMINATION STATEMENT**

- a) When notified of a Member's termination of employment, the administrator shall provide the Member with a termination statement containing information about the termination benefit. The statement will be provided within the time frame and in the manner prescribed by the Applicable Legislation.
- b) If a Member does not make an election within the earlier of 2 months of being provided with the statement or 6 months of terminating employment, the Member will be considered to have elected Option A, as described under Section 10, Termination Benefits.
- c) If a Member does make an election within 2 months of having been provided with the statement, the administrator shall comply with the election within the time frame prescribed by the Applicable Legislation.

### **14.3 RETIREMENT STATEMENT**

- a) Prior to a Member's normal retirement date, or after receiving a Member's application for pension commencement if the Member did not provide adequate advance notice, the administrator shall provide the Member with a retirement statement containing information about the available amounts and options. The statement will be provided within the time frame and in the manner prescribed by the Applicable Legislation.
- b) After retirement or after receiving a Member's application for pension commencement if later, the Member will receive a written statement containing information about the Member's retirement benefit. The statement will be provided within the time frame and in the manner prescribed by the Applicable Legislation.

### **14.4 PRE-RETIREMENT DEATH BENEFIT STATEMENT**

When notified of a Member's death, the administrator shall provide the Member's beneficiary, legal representative, or Spouse, as prescribed by the Applicable Legislation, with a statement containing information about the death benefit. The statement will be provided within the time frame and in the manner prescribed by the Applicable Legislation.

## **SECTION 15. DISCONTINUANCE OR REPLACEMENT OF THE PLAN**

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### **15.1 RIGHT TO DISCONTINUE OR REPLACE THE PLAN**

While it is the intention of the Plan Sponsors to maintain and continue the Plan for the benefit of existing and future Members, the Plan Sponsors reserve the right to discontinue or replace the Plan in whole or in part.

### **15.2 PENSION FUND DISTRIBUTION**

Upon complete discontinuance of the Plan, the pension Funds will be distributed as follows:

- a) The Funds will be applied towards the satisfaction of the benefits of the Members, Former Members, and Suspended Members in the order of priority as specified by the Applicable Legislation.
- b) In the event that Funds are more than sufficient to provide all of the benefits to which the above Members are entitled at the date of discontinuance and after other obligations have been satisfied, the remainder of the Funds will be refunded to the Plan Sponsors after approval of such refund is received from the applicable federal and provincial pension authorities.
- c) In the event that Funds are not sufficient to provide all of the benefits to which the above Members are entitled at the date of discontinuance, the Plan Sponsors shall pay into the Plan all amounts required to meet the prescribed tests and standards for solvency referred to in the Applicable Legislation.

Funds will not be allocated or refunded to Members, Former Members, and Suspended Members until approval from the applicable federal and provincial pension authorities is received.

This Plan shall terminate when all payments required hereunder have been made.

### **15.3 MEMBERS' RIGHTS AND OPTIONS**

- a) Upon complete or partial discontinuance of the Plan, affected Members, Former Members, and Suspended Members will have a non-forfeitable right to the Pension Benefit calculated according to Section 4, Normal Retirement, and any other benefits accrued to the date of discontinuance. Pension Benefits for Members will be 100% Vested immediately.
- b) A Member, Former Member, or Suspended Member will be entitled to the options described under Section 10, Termination Benefits, subject to any Applicable Legislation.

## **SECTION 16. RE-EMPLOYMENT**

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Notwithstanding any contrary provisions of the Plan, when a person who had previously been employed is subsequently re-employed and is not in receipt of a pension paid from the Plan, the following will apply:

the Employee will be treated as a new Employee under the Plan without regard to the previous period of employment.

## **SECTION 17. DEFERRED PENSIONERS**

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The provisions of this section apply to a Member who has ceased employment and was eligible at that time to receive a deferred pension payable at the Member's normal retirement date.

### **17.1 EARLY RETIREMENT**

- a) A Member may commence pension payments up to 10 years prior to the normal retirement date.
- b) A Member who commences pension payments early according to a) above will receive a pension equal to the deferred pension that is payable at the normal retirement date, reduced in accordance with Section 5, Early Retirement.

### **17.2 DEFERRED RETIREMENT**

- a) A Member may commence pension payments after the normal retirement date but no later than the end of the calendar year in which the Member attains age 71, or such other time as is acceptable under the Applicable Legislation.
- b) A Member who commences pension payments after the normal retirement date will receive an increased pension equal to the Actuarial Equivalent of the deferred pension that is payable at the normal retirement date.

## **SECTION 18. OPTIONAL ANCILLARY CONTRIBUTIONS AND OPTIONAL ANCILLARY BENEFITS**

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### **18.1 PURPOSE AND IMPLEMENTATION**

The purpose of this Section 18 is to enable Members to make optional ancillary contributions to the Plan in order to enhance the ancillary features of their pension otherwise payable under the Plan. This section is being added to the Plan for the sole purpose of improving Members' ability to save for retirement on a tax sheltered basis.

The additional benefits associated with this Section 18 are to be fully Member paid.

In the event the addition of this Section 18 to the Plan would have the effect under applicable pension legislation of increasing the cost to the Plan Sponsors of otherwise providing benefits under the Plan, this Section will be terminated as of its original effective date, and any Member contributions to the Plan made in accordance with this Section 18 will be returned to the affected Members, with interest credited in accordance with subsection 18.4.

### **18.2 DEFINITIONS**

The following phrases shall for the purposes of this Section 18 have the following meanings:

Net Contribution Account means "net contribution account" as defined in the Income Tax Act.

Post-1989 Optional Ancillary Account means the account established by the administrator in the name of the Member, to which shall be credited all the Member's optional ancillary contributions made in accordance with subsection 18.3 plus applicable interest and/or investment earnings.

### **18.3 OPTIONAL ANCILLARY CONTRIBUTIONS**

- a) Subject to paragraph 18.3 (c), a Member may elect to make optional ancillary contributions to the Plan in the manner prescribed by the Plan Sponsors. Upon such election by the Member, optional ancillary contributions will be made by regular payroll deduction and/or, upon the approval of the Plan Sponsors, by one or more lump sum contribution(s). Such contributions shall be credited to the Member's Post-1989 Optional Ancillary Account.
- b) The Member's election to make such optional ancillary contributions, or to vary, suspend, or terminate the amount of such contributions is subject to the terms and conditions as prescribed by the Plan Sponsors from time to time.
- c) The optional ancillary contributions made by a Member in a calendar year shall not exceed the amount, if any, by which
  - (i) the lesser of:

- (1) 9% of Member's Earnings for the year; or
- (2) \$1,000 + 70% of the Member's pension credits for the year under the Plan,

exceeds

- (ii) the amount of current service contributions and voluntary contributions (other than optional ancillary contributions) the Member makes in the year under the Plan.
- d) Each Member's optional ancillary contributions shall be remitted to the pension fund within 30 days following the month the amount was deducted or received, and credited to the Member's Post-1989 Optional Ancillary Account in the Pension Fund.
  - e) The amount in a Member's Post 1989 Optional Ancillary Account must be used to provide optional ancillary benefits as described in subsection 18.5 and may not be used for any other purpose. Subject to subsection 18.7, the Member's Post-1989 Optional Ancillary Account may not be refunded to the Member, the Member's Spouse or beneficiary, as the case may be.
  - f) The administrator shall provide to Members who elect to make optional ancillary contributions to the Plan pursuant to this subsection 18.3, information described in subsection 18.9 in order to assist Members in monitoring their Post-1989 Optional Ancillary Account balances.

#### **18.4 INTEREST ON OPTIONAL ANCILLARY CONTRIBUTIONS**

Notwithstanding Subsection 1.12, each Member's Post-1989 Optional Ancillary Account shall be credited in each Plan Year with interest calculated at a rate equal to the rate of return as can reasonably be attributed to the pension fund in respect of such Plan Year.

#### **18.5 BENEFITS ON TERMINATION/RETIREMENT**

When a Member retires or terminates prior to pension commencement, the Member's Post-1989 Optional Ancillary Account shall be applied to purchase optional ancillary benefits in respect of the pension otherwise payable to the Member from the Plan in respect of the Member's service on or after January 1, 1990.

Such optional ancillary benefits shall include the following:

- (a) Early retirement pension

Provide an early retirement benefit in accordance with Section 5, except that the reduction outlined in paragraph 5.2(a) will be decreased. Note that the limits on the amount of pension payable described in paragraph 5.2 (b) remain in effect.

(b) Bridge benefit

Provide a bridge benefit, payable monthly, commencing on the Member's early retirement date and payable until the earlier of his death or attainment of age 65. The amount of such bridge benefit shall be limited as follows:

- (i) The maximum annual bridge benefit shall be equal to an amount up to but not exceeding the sum of the maximum benefits payable under the Canada Pension Plan, as applicable, and the maximum Old Age Security benefit, that would be payable if the Member were age 65 as at the Member's pension commencement date.
- (ii) The maximum annual bridge benefit described in paragraph (i) above shall be reduced by the minimum amount required by the Income Tax Act, which is a proportional reduction in the case of a Member who has completed less than 10 years of Credited Service at the pension commencement date, and a further reduction of  $\frac{1}{4}$  of 1% for each month by which the pension commencement date precedes the date that the Member will attain age 60.
- (iii) In addition, the annual bridge benefit (payable under this Section) combined with the annual lifetime pension (payable under subsection 4.3 provided in respect of periods after December 31, 1991), shall not exceed (1) plus (2) as follows:
  - (1) the amount specified in subsection 8.1; plus
  - (2)  $\frac{1}{35}$ th of 25% of the average of the Year's Maximum Pensionable Earnings for the year of retirement and each of the two immediately preceding years, multiplied by the Pensionable Service of the Member after December 31, 1991, not exceeding 35 years;

(c) Pre-retirement indexing during the deferral period

Add the following to the end of the definition of "Earnings" in paragraph 1.7 for the purpose of determining the pension benefit in paragraph 10.2:

The monthly Earnings used in such calculation may be indexed to increases in the average wage (as described in section 147.1 of the Income Tax Act) to the year of pension commencement of the Member's pension;

(d) Guaranteed payments

Replace the normal form of pension for a Member without a Spouse as provided in paragraph 7.1 (b) with a pension payable in an unreduced amount for the lifetime of the Member, with a guarantee of up to 180 monthly payments; and

(e) Post-retirement indexing

Provide annual increases to accrued benefits on January 1 of each year following retirement not exceeding the amount of increase in the Consumer Price Index for the prior year.

The cost of purchasing such optional ancillary benefits shall be equal to the Commuted Value of the optional ancillary benefits in respect of the Member.

In the event the Member's Post-1989 Optional Ancillary Account balance exceeds the Commuted Value of the optional ancillary benefits elected by the Member in respect of the Member service on or after January 1, 1990, the Member shall not have any entitlement to such excess amount, and such excess amount shall be reallocated from the Member's Post-1989 Optional Ancillary Account in the pension fund to the unallocated assets in the pension fund.

## 18.6 PORTABILITY

Alternatively to subsection 18.5, in the event a Member terminates prior to pension commencement, and elects, in accordance with subsection 10.4 of the Plan, to transfer the Commuted Value of his or her pension otherwise payable from the Plan, the transfer amount shall be equal to the sum of:

- (i) the Commuted Value calculated in accordance with subsections 10.2 and 10.5 without regard to optional ancillary benefits, plus
- (ii) the Commuted Value of the optional ancillary benefits elected by the Member.

In the event the Member's Post-1989 Optional Ancillary Account balance exceeds the Commuted Value of the optional ancillary benefits elected by the Member in respect of the Member's service on or after January 1, 1990, the Member shall not have any entitlement to such excess amount, and such excess amount shall be reallocated from the Member's Post-1989 Optional Ancillary Account in the pension fund to the unallocated assets in respect of the pension fund.

For the purpose of greater clarity, the limit prescribed under Section 8517 of the Regulations to the Income Tax Act shall apply to the transfer amount inclusive of the Commuted Value of the optional ancillary benefits elected by the Member.

## 18.7 REFUND OF NET CONTRIBUTION ACCOUNT

Notwithstanding the prohibition on the refund of part or all of the Member's Optional Ancillary Account described in subsection 18.3, and notwithstanding the reallocation of the excess portion of the Member's Post-1989 Optional Ancillary Account described in subsections 18.5, 18.6 and 18.8, in the event

the Member's Post-1989 Optional Ancillary Account balance, plus the Member's required contributions made under the Plan, plus interest, credited to his or her Net Contribution Account in respect of the Plan, plus any voluntary contributions with interest

exceeds

the Commuted Value of the Member's pension otherwise payable from the defined benefit component of the Plan, plus the value of any voluntary contributions with interest, plus the Commuted Value of the optional ancillary benefits elected by the Member,

the Member shall be entitled to a refund of such excess amount.

#### **18.8 PRE-RETIREMENT DEATH**

In the event a Member dies prior to pension commencement, the Member's Post-1989 Optional Ancillary Account shall be applied to purchase optional ancillary benefits as if the Member had terminated employment the day before he died. The Member's Spouse shall elect the optional ancillary benefits on the Member's behalf. If the Member does not have a Spouse on the date of death, the administrator shall elect the optional ancillary benefits on the Member's behalf.

In the event the Member's Post-1989 Optional Ancillary Account balance exceeds the Commuted Value of the optional ancillary benefits elected in respect of the Member's service on or after January 1, 1990, the Member's Spouse or beneficiary, as applicable, shall not have any entitlement to such excess amount, and such excess amount shall be reallocated from the Member's Post-1989 Optional Ancillary Account in the pension fund to the unallocated assets in respect of the Plan.

For greater certainty, the form of the benefit payable to the Spouse, or to the beneficiary, pursuant to this paragraph 18.8, shall be in the same form elected by the Spouse, or payable to the beneficiary, pursuant to Section 11, as applicable.

Notwithstanding the foregoing, the Spouse's entitlement of the Post-1989 Optional Ancillary Account balance may be waived before payment of the first installment, by delivering a written waiver to the Administrator of the Plan in accordance with the Pension Benefits Act of Nova Scotia. This waiver may be cancelled if a written and signed notice is delivered to the Administrator before the date of death of the Member, Former Member, or pensioner, and before payment of the first installment.

#### **18.9 INFORMATION TO MEMBERS**

In addition to the information required by the Pension Benefits Act to be included on the Member's annual statement, the administrator shall include a statement of the amount in the Member's Post-1989 Optional Ancillary Account as at December 31 of the statement year.

#### **18.10 DESIGNATED PLAN**

Optional Ancillary Contributions cannot be made in any year that the Plan is a designated plan as defined in the Income Tax Act. Optional ancillary benefits cannot be provided for any period in a year in which the Plan is a designated plan as defined in the Income Tax Act.



# Municipality of the District of Lunenburg

April 19, 2018

To Her Worship, Mayor Bolivar-Getson, and Councillors  
of the Municipality of the District of Lunenburg

Dear Mayor and Councillors:

The Fire and Emergency Services Committee, in session on Wednesday, April 11, 2018 made the following recommendation to Council:

“That the Fire and Emergency Services Committee recommends to Council that the following Fire and Emergency Services representatives be reappointed to the Municipality of the District of Lunenburg’s Fire and Emergency Services Committee: Brian Keizer, Chief Tom Lockwood, Chief Steve Patterson, and Deputy Chief Dean Schmeisser.

Respectfully submitted,

Chairman and Members  
Fire and Emergency Services Committee

/ree



# Municipality of the District of Lunenburg

## REQUEST FOR DECISION

**REPORT TO:** Mayor Bolivar-Getson and Municipal Councillors  
**SUBMITTED BY:** Sherry Conrad, Municipal Clerk  
**DATE:** April 11, 2018  
**RE:** Approval of Revised Region 6 Inter-Municipal Agreement

### RECOMMENDATION

"that Municipal Council approve the renewal of the Region 6 Inter-Municipal Agreement, as revised and presented, and authorize the Mayor and Clerk to execute same".

### BACKGROUND

In September of 2017, Valda Walsh, Region 6 Regional Coordinator, advised that the Region 6 Inter-Municipal Agreement was up for renewal and that the Region 6 Committee reviewed the existing document and was putting forward a draft of proposed revisions to the Inter-Municipal Agreement for Council's review. MODL Councillors reviewed the draft of the proposed revisions at the November 21, 2017 Policy & Strategy Committee. The Committee had no concerns with the proposed revisions, however, a question was asked as to why subsection 53 of the Agreement was removed.

It has been advised that subsection 53 was removed because Region 6 no longer operates carrying a deficit which was done in the past to cover some operational and education costs until the diversion credits were received. The amount was taken from diversion credits and the diversion credit cheque was reduced. Now Region 6 bills the units the estimated amount throughout the year.

### DISCUSSION

Correspondence was received from Valda Walsh on April 9, 2018 advising that the review of the Region 6 Inter-Municipal Agreement was completed and asking for approval of same from the respective Councils.

I have reviewed the final document and the revisions are the same as were identified in the draft that was presented to the Policy & Strategy Committee except for the addition of two subsections. The addition of these subsections was the result from the earlier consultation with the Councils and review by their solicitor. The new sections added are:

- 1) Subsection 58 under the Administration heading in the revised agreement reads "Except where specifically provided for, a failure by any Party to do any act within the time provided for in this Agreement, shall not

relieve the Party of its obligation of subsequently doing so forthwith and shall notify the other Parties in a timely fashion of its intention to act or its reasons for not doing so.”.

- 2) Subsection 70 in the revised agreement reads "This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument”.

A copy of the proposed revisions submitted in September and a copy of the final document are attached for your review.

#### **BUDGET IMPLICATIONS**

The proposed revisions have no impact on budget.

#### **STRATEGIC PLAN**

N/A

#### **WORK PLAN**

No change.

#### **ALTERNATIVES**

Do not sign revised agreement.

#### **CONCLUSION**

As there were no concerns identified by Councillors with the review of the revisions presented in September 2017 and the two new proposed subsections are procedural in nature, the final document is in order to be approved and signed.

Department: Administration

Report Prepared By: Sherry Conrad

Date April 11, 2018

Report Approved By: \_\_\_\_\_ Date

Reviewed By CAO: \_\_\_\_\_ Date

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2018

**AMONG the following Municipal Units:**

**TOWNS OF WINDSOR, MAHONE BAY, LUNENBURG, BRIDGEWATER,  
LOCKEPORT, SHELBURNE and CLARK'S HARBOUR;**

- and -

**MUNICIPALITIES OF THE DISTRICTS OF WEST HANTS, CHESTER,  
LUNENBURG, SHELBURNE AND BARRINGTON,**

- and -

**REGION OF QUEENS MUNICIPALITY.**

**(All Of The Above-Named Municipal Units Are To Be Hereinafter Referred To Collectively As "the Parties" Or "the Parties to this Agreement" or Singly as "the relevant Party")**

**WHEREAS** the Parties wish to enter into a legally binding Inter-Municipal Agreement pursuant to the authority vested in them by Sec. 60 of the *Municipal Government Act*.

**THE PARTIES THEREFORE AGREE AS FOLLOWS:**

**PURPOSE**

1. The purpose of this agreement is to:

- (a) provide to the residents of the Parties to this Agreement selected Solid Waste Resource Management Services pursuant to Secs. 39 to 41 of the Solid Waste Resource Management Regulations, made pursuant to the *Environment Act* of Nova Scotia; and to
- (b) manage and maintain services as set out elsewhere in this agreement.

## INTER-MUNICIPAL COMMITTEE

2. The Parties hereby delegate the power to provide selected Solid Waste Resource Management Services (hereinafter referred to as "SWRMS") to a committee to be known as The Region 6 Intermunicipal Committee (hereinafter called "the Committee") which is hereby created upon the execution of this Agreement. Each member of this Committee is to be comprised of regular or alternate member representatives from each of the Parties.

## COMMITTEE MEMBERS

3. Each of the Parties shall, within 4 weeks of the application of final signatures and date to this agreement, appoint, by motion, a person to act as that party's regular member of the Committee as well as a person to act an alternate member and a copy of said motion shall be delivered to the Region 6 offices.
4. An alternate member may attend any and all meetings of the Committee and may participate in all discussion and debate, but such alternate member shall not have the right to vote on any motion unless the regular member is absent.
5. Each member, whether regular or alternate, of the Committee serves for whatever term was specified in the Council motion through which s/he was appointed.
6. In the event of a vacancy the Council of the relevant Party shall, within 4 weeks of the vacancy being determined by motion of the Committee to be a serious matter, shall appoint a new person to be its regular member.
7. Each of the Parties is responsible for the payment of remuneration and/or expenses, if any, due and owing to its regular or alternate member representative on the Committee.

## CHAIR – QUORUM – VOTING

8. The members of the Committee shall, annually appoint one of its members to act as Chair for the following year.
9. At each of the meetings as outlined in the immediately preceding clause, the members of the Committee shall also appoint one of its members to act as Vice-Chair for the following year and that person shall perform the duties of the Chair in the event of the absence or incapacity of the Chair.
10. The person presiding as Chair shall have one vote only and shall exercise that vote on every motion put before the Committee.

11. A quorum of the Committee shall consist of seven (7) members.
12. An alternate member shall qualify as a member for the purposes of establishing a quorum only when, and so long as, the regular member of that party is absent.
13. At least seven (7) members voting in favour shall be required for a motion to pass and, in addition, the parties that appointed those members voting in favour must represent a minimum of 50% of the total population represented by the Parties to this agreement – said figures to be taken from the most recent available Census of Canada statistics.
14. Each member of the Committee, including the Chair or other person presiding, shall vote on every question before the Committee, excepting in the case where the member has declared a conflict in the matter under consideration.
15. In declared conflicts, the member shall comply with the provisions of the *Municipal Conflict of Interest Act*, including a description of the explanation, basis or reasons for the declaration of a conflict or a perceived conflict.
16. In the event that a member has declared a conflict his or her designated alternate, unless the alternate also has a conflict, may vote in the stead of the member who declared a conflict.
17. The Committee shall keep a Conflict of Interest log book in which the details of any declared conflict of interest are recorded, including the explanation, basis or reasons provided by the member.
18. The Committee shall, for its Rules of Procedure, follow “Bourinot’s Rules of Order” by G. Stanford, latest Edition.

#### COMMITTEE OFFICERS

19. The Committee may appoint a Secretary or a Treasurer, or both, to serve the Committee. A member, whether regular or alternate, is not eligible for such appointment. Neither the Secretary nor the Treasurer shall be a member of the Committee nor shall either be entitled to vote on any Committee motion.

#### COMMITTEE STAFFING

20. The Committee may, by motion, hire a Regional Co-ordinator who shall conduct certain aspects of the business of the Committee as instructed by various motions of the Committee. The Regional Co-ordinator may be authorized, by specific and individual motion of the Committee, to hire, supervise and manage certain support staff.

## GOALS

21. The Mandate of the Committee shall be to endeavour to achieve the following general goals:

- (a) To develop an integrated Solid Waste Resource Management system for the Parties which is environmentally sound, socially acceptable and financially feasible;
- (b) To develop a SWRM system while avoiding, if possible, placing restrictions on the abilities of each of the Parties;
- (c) To develop a SWRM system while avoiding, if possible, placing restrictions on the ability of each of the Parties to enter into separate agreements addressing the subject of Solid Waste Resource Management with other Regions, Municipal Units or the Private Sector;
- (d) To strive for an optimum balance between maximising the Long-Term Benefits achievable by diversion from disposal and minimising Costs, both operating and capital, associated with implementation of the SWRM system;
- (e) To develop programs and services aimed at Waste Reduction, Reuse, Household Hazardous Waste, and Education to assist in achieving the Provincial diversion targets – and to comply with any disposal bans imposed through the SWRM Regulations;
- (f) To assist in meeting and even exceeding the Provincially mandated diversion targets if the Committee deems it environmentally, socially and/or financially beneficial to do so;
- (g) To assist in increasing public awareness and public participation in the SWRM system;
- (h) To consult with the public in an attempt to have the decisions of the Committee reflect the needs and desires of the population as a whole; and
- (i) To conduct its operations equitably and in a fiscally responsible manner.

## SERVICES

22. Selected SWRM services for the Parties will be provided by the Committee with a view toward the service Goals as stated above and in accordance with any SWRM plan that may have been adopted by any of the Parties subject, however, to the enumerated listing of services as outlined in the following section or clause of this Agreement.

23. Selected SWRM services, for the purposes of this Agreement, means:

- (a) Education;
- (b) Regional Co-operation and encouragement of common standards

- (c) Provision of a Regional Co-ordinator as well as office space and equipment;
- (d) Disbursement of Resource Recovery Fund Board ("RRFB") hereinafter referred to as DIVERT NOVA SCOTIA, diversion credits
- (e) Implementation of any DIVERT NS approved projects; and
- (f) The Parties have power to add by amendment to this Agreement.

## POWERS

- 24. Any and all powers as outlined in this section are subject to financial restrictions and controls as outlined elsewhere in this Agreement.
- 25. The Committee may acquire, or contract for, any equipment or facilities that it has deemed, by motion, to be either necessary or advisable to carry out its responsibilities pursuant to this Agreement.
- 26. The Committee may hire, or contract for, any personnel, as well as related equipment or facilities, that it has decided, by motion, to be either necessary or advisable to carry out its responsibilities pursuant to this Agreement.
- 27. The Committee may contract with any person or entity, including a municipal unit, whether or not that unit is a Party to this agreement, for the provision of any service or facility that the Committee has decided, by motion, to be either necessary or advisable to carry out its responsibilities pursuant to this Agreement.
- 28. Any assets acquired by the Committee shall be held In Trust for the current participating Parties subject to obligations, if any, in contracts the Committee may have entered into which provide for joint or partial ownership.
- 29. The Committee shall hire and provide office space and equipment for, a Regional Co-ordinator as specified under "Services" above.
- 30. The signing officers for the Committee shall be either of the Chair or the Vice-Chair and the Regional Co-ordinator. Two persons must sign for any cheque or contract to be valid and one must be the Regional Co-ordinator. If however a Regional Co-ordinator has not been hired, then the signing officers for any cheque or contract shall be the Chair and the Vice-Chair signing together.

## FINANCES

31. The cost of operations of the Committee shall be paid for by the Parties in shares determined by the formula: **Costs – Revenues = Net Cost** where Costs are to be exclusive of any portion of costs associated with the provision of regional services as outlined in SERVICES above as may be recovered from DIVERT NS grants, other grants and diversion credits and where Revenues are to include grants, recoveries and other revenues but not diversion credits.
32. The Net Cost is to be paid, by way of one-fourth quarterly instalments, by each of the Parties in respective shares proportional to population figures taken from the most recent available Census of Canada statistics.
33. Each Fall the Committee shall prepare a proposed budget for the following year.
34. The proposed Committee budget shall be submitted to the Councils of each of the Parties prior to 4:30 p.m. on December 31<sup>st</sup> of each year.
35. The Councils of each of the Parties shall approve said budget, or refuse to do so, by 4:30 p.m. on March 14<sup>th</sup> of the year to which said budget applies.
36. Should the Council of any of the Parties fail to approve or refuse to approve the proposed Committee budget and so notify in writing the Committee by the stated deadline, then the said budget is deemed to have been approved by that Council.
37. The proposed Committee budget shall be binding on all of the Parties if approved by the Councils of 75% or more of the Parties, so long as the Parties whose Councils have approved represent a minimum of 50% of the total population represented by the Parties to this agreement – said figures to be taken from the most recent available Census of Canada statistics.
38. In the event that motions of refusal to approve result in a proposed Committee budget not receiving approval of the necessary majority of Councils, the Committee shall revise the proposed budget taking into account any comments that may have been provided and submit a revised budget to the Councils of the Parties.
39. Should the Council of any of the Parties fail to approve or refuse to approve a revised proposed Committee budget within 45 days after receipt of same then the said budget is deemed to have been approved by that Council.
40. Each of the Parties shall pay its annual contribution toward Net Cost to the Committee by quarterly payments of one-fourth of its obligation – each such payment to be made in advance on or before the 1<sup>st</sup> day of each quarter unless there are sufficient funds by way of diversion credits to cover the proportion of Net Costs for that period.

41. In the event of a forced revision of a proposed budget, the quarterly payments by each of the Parties shall be one-fourth of its obligation based on the previous year's budget and shall be paid as noted in the preceding Clause, until the new budget is approved and then adjustments will be made accordingly to meet the payments that are required, for all months of that budget year, under the new revised budget.
42. Any of the Parties which is more than thirty (30) days in arrears shall be charged, and shall pay, interest on said arrears at a rate equal to the borrowing rate for the host municipality PLUS four percent (4%) per annum, compounded annually.
43. The voting privileges, normally exercisable at meetings of the Committee, of both the regular and alternate (if any) member of any of the Parties which is more than sixty (60) days in arrears shall be forfeited immediately and shall not reinstated until the arrears are completely cleared up.
44. The Committee shall in no case spend funds in excess of ten percent (10%) above the approved annual operating budget.
45. Any expenditure in excess of those authorized by the approved annual operating budget requires the prior approval of the Committee.
46. Any deficit or surplus at the end of any year shall be applied to the succeeding year.
47. Each of the Parties is free to supplement the funds of the Committee or to supplement the services, programs and facilities provided by the Committee.

#### SPECIAL PROJECTS FUND

48. Any extraordinary funds allocations from the DIVERT NS or any other source may be designated for, and deposited into, a reserve fund to be known as the "Special Projects Fund" to be utilized, by discretionary motion of the Committee, for non-budgeted programs which benefit the parties and the public and which are deemed by the Committee to further the goals and/or services described in this agreement.

#### USER CHARGES

49. The Committee may fix charges for various elements of any specific program provided by, or managed by, the Committee.
50. Charges applicable to a specific program shall be set no higher than a level estimated to recover the full costs associated with the providing of, or managing of, said program.

51. Revenues from charges shall be applied to the specific program upon which they were based.
52. Nothing in this agreement prevents, nor is intended to prevent, any of the Parties from establishing and collecting user charges of any kind.

#### DIVERSION CREDITS

53. The balance of the diversion credits paid to the Committee by the DIVERT NS shall be divided among the landfill sub-regions proportional to their success in achieving diversion.

#### ADMINISTRATION

54. The fiscal year of the Committee is to be, and coincide with, the municipal fiscal year.
55. The Committee shall file an annual report with the Council of each of the Parties before September 30<sup>th</sup> of each year setting out its activities in the preceding fiscal year and including an audited statement of its assets, liabilities, revenues and expenditures.
56. The accounts of the Committee shall be kept and reported on as required by the Municipal Accounting and Reporting Manual prescribed by the Minister of Service Nova Scotia and Municipal Relations, as amended from time to time.
57. This agreement takes effect as of the date of the signing by the last of the Parties to sign on and that date is to be inserted at the top of page one.
58. Except where specifically provided for, a failure by any Party to do any act within the time provided for in this Agreement, shall not relieve that Party of its obligation of subsequently doing so forthwith and shall notify the other Parties in a timely fashion of its intention to act or of its reasons for not doing so.

#### REVIEW and AMEND

59. This document constitutes the entire agreement of the Parties with respect to the Regional provision of "selected SWRM services" as defined in this agreement and this agreement may only be altered by written amendment by all of the Parties.
60. The Parties agree to strive to review this agreement every five (5) years.

## WITHDRAWAL

61. Each of the Parties has a conditional right to withdraw from this agreement – by way of delivery to the Committee of a formal, written Notice of Withdrawal, based on a motion of the Council of the relevant Party.
62. The condition on that right is that said Notice of Withdrawal must be delivered to the Committee not less than one (1) year prior to the intended date of withdrawal and said date of withdrawal shall be at the end of the fiscal year specified in the Notice of Withdrawal.
63. The relevant Party intending to withdraw from this agreement remains responsible for its share of any liabilities incurred to the date of such withdrawal as well as any severance, penalty or other costs necessarily incurred by the Committee as a result of said withdrawal.
64. Any one of the Parties that withdraws from this agreement shall cease to have any right to ownership in any asset created by, or acquired by, the Committee.

## DISSOLUTION

65. The Parties may, by a special majority vote requiring 2/3 of the members representing at least 75% of the total population represented by the Parties (at that time) to the agreement – said figures to be taken from the most recent available Census of Canada statistics – voting in favour, terminate this agreement and dissolve the Committee.
66. Any such dissolution shall be subject to the rights of Third Parties contained in any contracts into which the Committee has entered.
67. Upon dissolution the assets of the Committee are vested in the Parties (at that time) and the Parties (at that time) are responsible for the liabilities of the Committee, less any that are the responsibility of any of the Parties that has withdrawn, and both such assets and liabilities are to be proportioned to the Parties (at that time) in proportion to the amounts contributed by the Parties (at that time) to the Committee during its years of operation.

## ARBITRATION OF DISPUTES

68. Any irresolvable dispute as to the proper interpretation of this agreement shall be handled pursuant to the provisions of the *Arbitration Act* of Nova Scotia, despite the passing of the *Commercial Arbitration Act*, for a flexible and speedy resolution of same.

## GENERAL PROVISIONS

69. Contracts entered into by the Committee shall be governed by the laws of Nova Scotia and shall so state.
70. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have signed this agreement by their respective duly authorized officers and have affixed hereto their respective municipal corporate seals:

SIGNED AND SEALED in the presence of )

MUNICIPALITY OF THE  
DISTRICT OF LUNENBURG

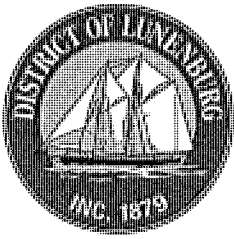
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\_\_\_\_\_  
Mayor

\_\_\_\_\_  
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\_\_\_\_\_  
CAO / Clerk-Treasurer / Manager

Witness – \_\_\_\_\_  
(please print name below signature)



# Municipality of the District of Lunenburg

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November 22, 2017

**Via Email**      **[Valda.Walsh@Region6SWM.ca](mailto:Valda.Walsh@Region6SWM.ca)**

Valda Walsh BSc TME  
Regional Coordinator  
Region 6 Solid Waste Management  
PO Box 639  
Mahone Bay NS B0J 2E0

Dear Ms. Walsh:

**Re:      Inter-Municipal Agreement Renewal**

Thank you for your letter of September 28, 2017 attaching a copy of the draft Inter-Municipal Agreement detailing the suggested changes.

Councillors for the Municipality of the District of Lunenburg met on Tuesday, November 21, 2017 and reviewed the draft Agreement. Please be advised that MODL Council has no concerns with the proposed amendments.

Sincerely,

Kevin Malloy, CPA CA  
Chief Administrative Officer

KM/trb

c. Councillor Michael Ernst



## Inter-Municipal Membership

**TO:** Region 6 Stakeholders' CAOs  
**FROM:** Valda Walsh – Regional Coordinator  
**DATE:** September 28, 2017  
**SUBJECT:** Inter-Municipal Agreement Renewal

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The Region 6 Solid Waste-Resource Management Inter-Municipal Agreement is up for renewal.

Attached you will find the agreement showing markings with suggested changes.

Please review with relevant staff and council and provide input/feedback to the regional coordinator by November 17<sup>th</sup>.

Feedback can be via email, fax or mail. You may also choose to advise staff to bring the feedback at our next scheduled Technical meeting on November 10<sup>th</sup>.

Email: [Valda.Walsh@Region6SWM.ca](mailto:Valda.Walsh@Region6SWM.ca)

Fax: 1-902-624-1313

Mail: PO Box 639, Mahone Bay, NS B0J 2E0

Next steps: Once all feedback is received, the draft document will be approved at the November 24<sup>th</sup> Region 6 Inter-Municipal meeting. Legal counsel will then create a final draft for circulation and signing by all parties in the new year.

Regards,

A handwritten signature in cursive script that reads "Valda Walsh".

Valda Walsh BSc TME  
Regional Coordinator

THIS AGREEMENT is made this ~~22<sup>nd</sup> day of December, 2008~~

AMONG the following Municipal Units:

The TOWNS OF WINDSOR, MAHONE BAY, LUNENBURG, BRIDGEWATER,  
LOCKEPORT, SHELBURNE and CLARK'S HARBOUR;

- and -

The MUNICIPALITIES OF THE DISTRICTS OF WEST HANTS, CHESTER,  
LUNENBURG, SHELBURNE AND BARRINGTON,

- and -

The REGION OF QUEENS MUNICIPALITY.

(All Of The Above-Named Municipal Units Are To Be Hereinafter  
Referred To Collectively As "the Parties" Or "the Parties to this  
Agreement" or Singly as "the relevant Party")

WHEREAS the Parties wish to enter into a legally binding Inter-Municipal Agreement  
pursuant to the authority vested in them by Sec. 60 of the *Municipal Government Act*.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

PURPOSE

1. The purpose of this agreement is to:

- (a) provide to the residents of the Parties to this Agreement selected Solid Waste Resource Management Services pursuant to Secs. 39 to 41 of the Solid Waste Resource Management Regulations, made pursuant to the *Environment Act* of Nova Scotia; and to
- (b) ~~construct, operate,~~ manage and maintain a facility or facilities as part of the said provision of selected Solid Waste Resource Management Services — which services are as set out

elsewhere in this agreement.  
INTER-MUNICIPAL COMMITTEE

2. The Parties hereby delegate the power to provide said selected Solid Waste Resource Management Services (hereinafter referred to as "SWRMS") to a committee to be known as The Region 6 Intermunicipal Committee (hereinafter called "the Committee") which is to be comprised of regular or alternate member representatives from each of the Parties.

#### COMMITTEE MEMBERS

3. Each of the Parties shall, within 4 weeks of the application of final signatures and date to this agreement, appoint, by motion, a person to act as that party's regular member of the Committee as well as a person to act an alternate member and a copy of said motion shall be delivered to the Region 6 offices.
4. An alternate member may attend any and all meetings of the Committee and may participate in all discussion and debate, but such alternate member shall not have the right to vote on any motion unless the regular member is absent.
5. Each member, whether regular or alternate, of the Committee serves for whatever term was specified in the Council motion through which s/he was appointed.
6. In the event of a vacancy the Council of the relevant Party shall, within 4 weeks of the vacancy being determined by motion of the Committee to be a serious matter, shall appoint a new person to be its regular member.
7. Each of the Parties is responsible for the payment of remuneration and/or expenses, if any, due and owing to its regular or alternate member representative on the Committee.

#### CHAIR – QUORUM – VOTING

8. The members of the Committee shall, ~~at its inaugural meeting and then annually at the meeting held closest to the anniversary date of its inaugural meeting which shall be known as its Annual Meeting~~—appoint one of its members to act as Chair for the following year.
9. At each of the meetings as outlined in the immediately preceding clause, the members of the Committee shall also appoint one of its members to act as Vice-Chair for the following year and that person shall perform the duties of the Chair in the event of the absence or incapacity of the Chair.

10. The person presiding as Chair shall have one vote only and shall exercise that vote on every motion put before the Committee.
11. A quorum of the Committee shall consist of ~~eight-seven~~ (87) members.
12. An alternate member shall qualify as a member for the purposes of establishing a quorum only when, and so long as, the regular member of that party is absent.
13. At least seven (7) members voting in favour shall be required for a motion to pass and, in addition, the parties that appointed those members voting in favour must represent a minimum of 50% of the total population represented by the Parties to this agreement – said figures to be taken from the most recent available Census of Canada statistics.
14. Each member of the Committee, including the Chair or other person presiding, shall vote on every question before the Committee, excepting in the case where the member has declared a conflict in the matter under consideration.
15. In declared conflicts, the member shall comply with the provisions of the *Municipal Conflict of Interest Act*, including a description of the explanation, basis or reasons for the declaration of a conflict or a perceived conflict.
16. In the event that a member has declared a conflict his or her designated alternate, unless the alternate also has a conflict, may vote in the stead of the member who declared a conflict.
17. The Committee shall keep a Conflict of Interest log book in which the details of any declared conflict of interest are recorded, including the explanation, basis or reasons provided by the member.
18. The Committee shall, for its Rules of Procedure, follow “Bourinot’s Rules of Order” by G. Stanford, latest Edition.

#### COMMITTEE OFFICERS

19. The Committee may appoint a Secretary or a Treasurer, or both, to serve the Committee however a member, whether regular or alternate, is not eligible for such appointment and neither the Secretary nor the Treasurer is a member of the Committee nor are the persons holding these positions entitled to vote on a Committee motion.

#### COMMITTEE STAFFING

20. The Committee may, by motion, hire a Regional Coordinator who shall conduct certain aspects of the business of the Committee as instructed by various motions of the Committee and who may be authorized, by specific and individual motion of the Committee, to hire, supervise and manage certain support staff.

#### GOALS

21. The Committee is being established to endeavour to achieve the following general goals:
- (a) To develop an integrated Solid Waste Resource Management system for the Parties which is environmentally sound, socially acceptable and financially feasible;
  - (b) To develop a SWRM system while avoiding, if possible, placing restrictions on the ~~ability~~ abilities of each of the Parties ~~to alter or refine the system during implementation~~;
  - (c) To develop a SWRM system while avoiding, if possible, placing restrictions on the ability of each of the Parties to enter into separate agreements addressing the subject of Solid Waste Resource Management with other Regions, Municipal Units or the Private Sector;
  - (d) To strive for an optimum balance between maximising the ~~Long~~-Term Benefits achievable by diversion from disposal and minimising Costs, both operating and capital, associated with implementation of the SWRM system;
  - (e) To develop programs and services aimed at Waste Reduction, Reuse, Household Hazardous Waste, and Education to assist in achieving the Provincial diversion targets – and to comply with any disposal bans imposed through the SWRM Regulations;
  - (f) To assist in meeting and even exceeding the Provincially mandated diversion targets if the Committee deems it environmentally, socially and/or financially beneficial to do so;
  - (g) To assist in increasing public awareness and public participation in the SWRM system;
  - (h) To consult with the public in an attempt to have the decisions of the Committee reflect the needs and desires of the population as a whole; and
  - (i) To conduct its operations equitably and in a fiscally responsible manner.

SERVICES

- 22. Selected SWRM services for the Parties will be provided by the Committee with a view toward the service Goals as stated above and in accordance with any SWRM plan that may have been adopted by any of the Parties subject, however, to the enumerated listing of services as outlined in the following section or clause of this Agreement.
- 23. Selected SWRM services, for the purposes of this Agreement, means:
  - (a) Education;
  - (b) Regional Co-operation and encouragement of common standards
  - (c) Provision of a Regional Co-ordinator as well as office space and equipment;
  - (d) Disbursement of Resource Recovery Fund Board ("RRFB") diversion credits
  - (e) Implementation of any RRFB approved projects; and
  - (f) The Parties have power to add by amendment to this Agreement.

Commented [VW1]: RRFB is still the legal name for Divert. I will ask our solicitor to comment on changing it here.

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POWERS

- 24. Any and all powers as outlined in this section are subject to financial restrictions and controls as outlined elsewhere in this Agreement.
- 25. The Committee may acquire, or contract for, any equipment or facilities that it has deemed, by motion, to be either necessary or advisable to carry out its responsibilities pursuant to this Agreement.
- 26. The Committee may hire, or contract for, any personnel, as well as related equipment or facilities, that it has decided, by motion, to be either necessary or advisable to carry out its responsibilities pursuant to this Agreement.
- 27. The Committee may contract with any person or entity, including a municipal unit, whether or not that unit is a Party to this agreement, for the provision of any service or facility that the Committee has decided, by motion, to be either necessary or advisable to carry out its responsibilities pursuant to this Agreement.
- 28. Any assets acquired by the Committee shall be held In Trust for the current participating Parties subject to obligations, if any, in contracts the Committee may have entered into which

- provide for joint or partial ownership.
29. The Committee shall hire and provide office space and equipment for, a Regional Co-ordinator as specified under "Services" above.
  30. The signing officers for the Committee shall be either of the Chair or the Vice-Chair and the Regional Co-ordinator. Two persons must sign for any cheque or contract to be valid and one must be the Regional Co-ordinator.

#### FINANCES

31. The cost of operations of the Committee shall be paid for by the Parties in shares determined by the formula:  $\text{Costs} - \text{Revenues} = \text{Net Cost}$  where Costs are to be exclusive of any portion of costs associated with the ~~Regional Co-ordinator position~~ provision of regional services as outlined in SERVICES above as may be recovered from RRFB grants, other grants and diversion credits and where Revenues are to include grants, recoveries and other revenues but not diversion credits.
32. The Net Cost is to be paid, by way of one ~~twelfth~~ fourth ~~monthly~~ quarterly instalments, by each of the Parties in respective shares proportional to population figures taken from the most recent available Census of Canada statistics.
33. Each Fall the Committee shall prepare a proposed budget for the following year.
34. The proposed Committee budget shall be submitted to the Councils of each of the Parties prior to 4:30 p.m. on December 31<sup>st</sup> of each year.
35. The Councils of each of the Parties shall approve said budget, or refuse to do so, by 4:30 p.m. on March 14<sup>th</sup> of the year to which said budget applies.
36. Should the Council of any of the Parties fail to approve or refuse to approve the proposed Committee budget by the stated deadline then the said budget is deemed to have been approved by that Council.
37. The proposed Committee budget shall be binding on all of the Parties if approved by the Councils of 75% or more of the Parties, so long as the Parties whose Councils have approved represent a minimum of 50% of the total population represented by the Parties to this agreement – said figures to be taken from the most recent available Census of Canada statistics.
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proposed budget taking into account any comments that may have been provided and submit a revised budget to the Councils of the Parties.

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40. Each of the Parties shall pay its annual contribution toward Net Cost to the Committee by ~~monthly-quarterly~~ payments of one ~~twelfth-fourth~~ of its obligation – each such payment to be made in advance on or before the 1<sup>st</sup> day of each ~~month-quarter~~ unless there are sufficient funds by way of diversion credits to cover the proportion of Net Costs for that ~~monthperiod~~.
41. In the event of a forced revision of a proposed budget, the ~~monthly-quarterly~~ payments by each of the Parties shall be one ~~twelfth-fourth~~ of its obligation based on the previous year's budget and shall be paid as noted in the preceding Clause, until the new budget is approved and then adjustments will be made accordingly to meet the payments that are required, for all months of that budget year, under the new revised budget.
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50. Charges applicable to a specific program shall be set no higher than a level estimated to recover the full costs associated with the providing of, or managing of, said program.
51. Revenues from charges shall be applied to the specific program upon which they were based.
52. Nothing in this agreement prevents, nor is intended to prevent, any of the Parties from establishing and collecting user charges of any kind.

#### DIVERSION CREDITS

53. ~~Diversion credits paid to the Committee by the RRFB shall be applied 1<sup>st</sup> to paying for the remaining costs associated with the office of Regional Co-ordinator after deduction of any grant monies from RRFB or any other source and after deduction of allocations, of costs associated with the office of Regional Co-ordinator, to specific programs.~~
54. The balance of the diversion credits paid to the Committee by the RRFB shall be divided among the landfill subregions proportional to their success in achieving diversion.

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#### ADMINISTRATION

55. The fiscal year of the Committee is to be, and coincide with, the municipal fiscal year.
56. The Committee shall file an annual report with the Council of each of the Parties before ~~May~~ <sup>September 30<sup>th</sup> +<sup>st</sup></sup> of each year setting out its activities in the preceding fiscal year and including an audited statement of its assets, liabilities, revenues and expenditures.
57. The accounts of the Committee shall be kept and reported on as required by the Municipal Accounting and Reporting Manual prescribed by the Minister of Service Nova Scotia and Municipal Relations, as amended from time to time.
58. This agreement takes effect as of the date of the signing by the last of the Parties to sign on and that date is to be inserted at the top of page one.

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#### REVIEW and AMEND

59. This document constitutes the entire agreement of the Parties with respect to the Regional provision of "selected SWRM services" as defined in this agreement and this agreement may only be altered by written amendment by all of the Parties.
60. The Parties agree to strive to review this agreement every five (5) years.

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62. The condition on that right is that said Notice of Withdrawal must be delivered to the Committee not less than one (1) year prior to the intended date of withdrawal and said date of withdrawal shall be at the end of the fiscal year specified in the Notice of Withdrawal.
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to be proportioned to the Parties (at that time) in proportion to the amounts contributed by the Parties (at that time) to the Committee during its years of operation.

ARBITRATION OF DISPUTES

68. Any irresolvable dispute as to the proper interpretation of this agreement shall be handled pursuant to the provisions of the *Arbitration Act* of Nova Scotia, despite the passing of the *Commercial Arbitration Act*, for a flexible and speedy resolution of same.

GENERAL PROVISIONS

~~69. Each of the Parties agrees to indemnify its representative from any liability that may arise as a result of that member acting as a member of the Committee.~~

70. Contracts entered into by the Committee shall be governed by the laws of Nova Scotia and shall so state.

IN WITNESS WHEREOF the Parties hereto have signed this agreement by their respective duly authorized officers and have affixed hereto their respective municipal corporate seals:

SIGNED AND SEALED in the presence of )

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\_\_\_\_\_

TOWN OF WINDSOR

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO / Clerk-Treasurer / Manager

Witness - \_\_\_\_\_  
(please print name below signature)

SIGNED AND SEALED in the presence of )  
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Witness – \_\_\_\_\_  
(please print name below signature)

TOWN OF MAHONE BAY

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO / Clerk-Treasurer / Manager

SIGNED AND SEALED in the presence of )  
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Witness – \_\_\_\_\_  
(please print name below signature)

TOWN OF LUNENBURG

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO / Clerk-Treasurer / Manager

SIGNED AND SEALED in the presence of )  
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Witness – \_\_\_\_\_  
(please print name below signature)

TOWN OF BRIDGEWATER

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO / Clerk-Treasurer / Manager

SIGNED AND SEALED in the presence of )  
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Witness - \_\_\_\_\_  
(please print name below signature)

TOWN OF LOCKEPORT

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO / Clerk-Treasurer / Manager

SIGNED AND SEALED in the presence of )  
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Witness - \_\_\_\_\_  
(please print name below signature)

TOWN OF SHELBURNE

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Mayor

\_\_\_\_\_  
CAO / Clerk-Treasurer / Manager

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Witness - \_\_\_\_\_  
(please print name below signature)

TOWN OF CLARKS HARBOUR

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO / Clerk-Treasurer / Manager

SIGNED AND SEALED in the presence of )

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Witness – \_\_\_\_\_  
(please print name below signature)

MUNICIPALITY OF THE  
DISTRICT OF WEST HANTS

\_\_\_\_\_  
Warden

\_\_\_\_\_  
CAO / Clerk-Treasurer / Manager

SIGNED AND SEALED in the presence of )

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Witness – \_\_\_\_\_  
(please print name below signature)

MUNICIPALITY OF THE  
DISTRICT OF CHESTER

\_\_\_\_\_  
Warden

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CAO / Clerk-Treasurer / Manager

SIGNED AND SEALED in the presence of )

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Witness – \_\_\_\_\_  
(please print name below signature)

MUNICIPALITY OF THE  
DISTRICT OF LUNENBURG

\_\_\_\_\_  
~~Warden-Mavor~~

\_\_\_\_\_  
CAO / Clerk-Treasurer / Manager



## **REQUEST FOR DECISION/DIRECTION**

REPORT TO: Council

SUBMITTED BY: Alex Dumaresq, Deputy CAO  
Kevin Malloy, CAO

DATE: April 24, 2018

RE: Cost shared paving of Municipal service exchange roads – 2018

ORIGIN: Oct 24, 2017 Council decision

---

### RECOMMENDATION

Move that Council accept cost sharing of paving for Southside Road up to a net cost of \$145,000 immediately, based on a 50% cost share as offered by NSTIR, and further that Council authorize the Mayor to offer a 66% municipal cost share for paving of all municipal subdivision streets in 2018/19 based on the following list, in the order presented:

- Southside Road (2.37km);
- Stonehurst Road (sandsealed portion; 1.61km);
- Tanner Road (approximately 0.22km);
- Fort Point Road (0.64km); and
- Pentz Road (1.38km),

Up to a maximum total municipal cost of \$810,000.

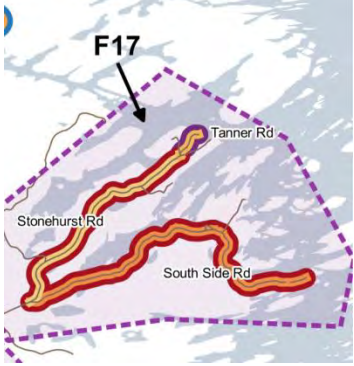

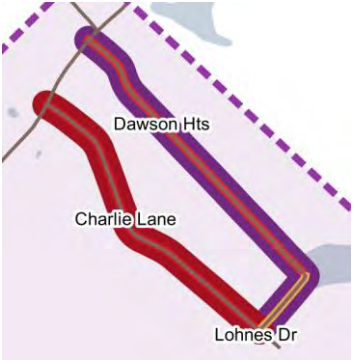
### BACKGROUND

In 2017, **Council completed major revisions to MODL's road improvement policies, allowing for direct investment in municipal service exchange roads (also known as J-class roads).** These roads are owned and maintained by the Province, however, MODL makes an annual per kilometre contribution to the provincial government, and capital improvements for these roads must be funded by at least a 50% cost-share with the municipality.

In October of 2017, Council established paving priorities for 2018/19 using the data and criteria outlined in the road improvement policy:

- Road Condition;
- Usage (as defined by the NSTIR Paving Priority Points system);
- Uncompleted previous year priorities;
- Proximity to high priority roads;
- Proximity to other planned road work by other public entities; and
- Operational, economic development or other reasons.

Using this approach, the following bundles were approved to be submitted as priorities:

<p><b>Stonehurst Bundle</b></p> <ul style="list-style-type: none"> <li>• 4.2 km in Stonehurst <ul style="list-style-type: none"> <li>• 4.0 km poor</li> <li>• 0.2 km fair</li> <li>• PPP = 70 (Stonehurst Rd)</li> <li>• Priority from 2017/18</li> <li>• Proximity: N/A</li> <li>• Other: Lobster industry</li> </ul> </li> <li>• MODL Budget: \$560,000</li> </ul>	
<p><b>LaHave area (Fort Point/Pentz) Bundle</b></p> <ul style="list-style-type: none"> <li>• 1.2 km in Pentz/LaHave <ul style="list-style-type: none"> <li>• 0.4 km poor (0.8 km fair)</li> <li>• PPP= 63 (Pentz Rd)</li> <li>• Not prev. priority</li> <li>• Proximity: N/A</li> <li>• Other: Historic/Tourist attraction, Fire/ Community Hall</li> </ul> </li> <li>• MODL Budget: \$145,500</li> </ul>	
<p><b>Dawson Heights Bundle</b></p> <ul style="list-style-type: none"> <li>• 3.1 km in Pine Grove <ul style="list-style-type: none"> <li>• 1.8 km poor</li> <li>• 1.3 km fair</li> <li>• PPP = 83 (Charlie Ln)</li> <li>• Not prev. priority</li> <li>• Proximity: N/A</li> <li>• Other: Community Rec facilities</li> </ul> </li> <li>• MODL Budget: \$382,000</li> </ul>	

The local Councillor was then consulted on how roads within the bundle should be prioritized, which resulted in the following submission to the province:

1. Southside Road
2. Stonehurst Road
3. Tanner Road
4. Fort Point Road
5. Pentz Road
6. School House Road
7. Charlie Lane
8. Lohnes Drive
9. Dawson Heights

## ISSUE

The Province responded to MODL's prioritized submission in April 2018, noting that MODL has been approved for \$145,000 of provincial funding for 2018/19. This figure is far below the total cost shared paving budget of \$810,000 that MODL has included in the capital budget.

It was noted that the estimated gross cost to pave MODL's number one priority, Southside Road, is \$474,000, meaning the estimated provincial cost share of \$237,000 exceeds the entire allotment for the Municipality. The table below illustrates the discrepancy in available budgets and possible priorities.

Road	KMs	cost per km	NSTIR rough cost estimate	MODL Cost Share		
				50%	66%	33%
Southside	2.37	200,000	474,000	237,000	312,840	161,160
Stonehurst (Sandseal)	1.61	200,000	322,000	161,000	212,520	109,480
Tanner	0.22	200,000	44,000	22,000	29,040	14,960
Fort Point	0.64	200,000	128,000	64,000	84,480	43,520
Pentz	1.3	200,000	260,000	130,000	171,600	88,400
<b>Total</b>	<b>6.1</b>		<b>1,228,000</b>	<b>614,000</b>	<b>810,480</b>	<b>417,520</b>

It was also noted that other municipalities sometimes decline the allocation offered to them, and those funds are then redistributed to municipalities that have unmet requests. As a result, there is a strong possibility that additional funding may become available as other municipality's respond to the Province's proposed allocation.

## OPTIONS

- 1) MODL could immediately confirm that Council is willing to pave as much of Southside as possible based on the **\$145,000 allocation**. This would ensure that the project would be added to NSTIR's tendering program right away. However, it could also result in only a portion of Southside Road being paved: if other municipal allocations do not become available, the remainder would need to be added to MODL's priority list in 2019/20.

- 2) MODL could decline to accept the \$145,000 allocation unless further funding becomes available to permit the paving of the entire road. This option is not recommended, as there is a risk that no paving would be completed in 2018, if no additional provincial funds become available.
- 3) MODL could propose an increase in the municipal share of the road paving for 2018/19. If MODL proposed a 66% cost share with the Province paying 33%, this would reduce the **Province's** cost allocation for Southside Road to \$161,000.

The Province has additional motivation to see the proposed improvement proceed because the roads in question generate significant complaints to NSTIR, and the condition of the sand seal roads makes maintenance less successful and more costly than paved roads. If the Province was able to provide a 33% cost share **to match the \$810,000 in MODL's capital budget, it would permit** Southside, Stonehurst, Tanner, Fort Point, and Pentz roads to be paved.

This somewhat exceptional approach merits consideration by Council given that this is the second year that the Stonehurst bundle has been submitted as a priority for the cost share program, yet the current provincial allocation will only complete roughly one third of the paving required in the bundle by the end of this paving season. Due to the length road in poor condition in the area, some alternative should be considered to clear the backlog of paving required.

If this approach is taken by Council, MODL must re-**iterate that Council's prioritized list must be** followed as funding is made available to ensure that a fair and transparent process is followed and can be communicated to residents.

- 4) An alternative to proposing a two-thirds municipal share for all projects would be to accept a 50% cost share for the funds currently allocated and offering a 2/3rds cost share for further work, in the hopes of having Stonehurst and Tanner completed in this construction season. If any further allocation made available that would exceed the amount required to complete the Stonehurst bundle, would be accepted at the standard 50% cost share.

## BUDGET IMPLICATIONS

The proposed capital budget for 2018/19 includes \$560,000 in funding for the Stonehurst bundle, and an additional \$250,000 in funds in case the Provincial Government was able to commit more of their \$2 million budget to MODL than anticipated. As a result, Council has prepared its 5-year financial plan with the capacity to do \$810,000 worth of road improvements to municipal service exchange roads in 2018/19.

## STRATEGIC PLAN

Council's Strategic Plan includes investing in infrastructure and working with partners to improve community services. More specifically, Council has included road improvements as a strategic priority for 2018/19, and the selected roads match the evidence-based selection process developed during the road policy review completed in 2017.

The projects identified are anticipated to have positive economic development impacts due to the tourism and fisheries activities located on the proposed roads.

#### WORK PROGRAM IMPLICATIONS

Assessments, tender and construction management are completed by NSTIR. As a result, there is no **impact on MODL's engineering department.**

#### COMMUNICATION CONSIDERATIONS

Not applicable at this time.

#### CONCLUSION

Council has established the improvement of municipal and service exchange roads as a strategic priority. The limited size of the provincial budget restricts the ability of Council to make rapid progress towards this goal. The proposed approach seeks to maximize the **MODL's** ability to improve the quality of roads in the Municipality.



# Municipality of the District of Lunenburg

April 19, 2018

To Her Worship, Mayor Bolivar-Getson, and Councillors  
of the Municipality of the District of Lunenburg

Dear Mayor and Councillors:

The Finance Committee, in session on Tuesday, March 27, 2018, made the following recommendations  
to Council:

1. That Municipal Council deny the request from Riverview Enhanced Living Society for a tax  
exemption.

Respectfully submitted,

Chairman and Members  
Finance Committee

/re  
Attachments



Riverview Enhanced Living Society  
Main Office – PO Box 270  
Bridgewater, NS B4V 2W9  
Ph: 902-543-7851  
Fax: 902-543-8332  
Clinic Fax: 902-543-2985  
www.ourriverview.com

Municipality of Lunenburg

Feb 15, 2018

FEB 16 2018

Municipality of the District of Lunenburg  
210 Aberdeen Road  
Bridgewater, NS B4V4G8

RECEIVED

**Re: Property Taxes**

Municipal council of the district of Lunenburg,

As a charitable organization we are asking the municipal council if you would consider reducing our taxes. Any reduction could be used to further the extracurricular activities for our clients. As you are aware, at one time this facility was run by the municipality and therefore there were no taxes paid. Our annual property taxes are \$24,000. We would hope that you would consider reducing our taxes for the benefit of everyone at Riverview Enhanced Living. If there is a necessity for a special meeting where you would like us to be present, please contact Joanne Wentzell at (902)530-3302. We look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Biddle".

Board of Directors

**LaHave House (Adult Residential Centre)**  
171 Leary Fraser Road  
Dayspring, NS B4V 5S7  
Ph: 902-543-7851 Fax: 902-543-8332

**Supported Community Living Options**  
152 Pleasant Street  
Bridgewater, NS B4V 1N5  
Ph: 902-543-1147 Fax: 902-543-1816

SERVING ADULTS WITH SPECIAL NEEDS IN BRIDGEWATER, NOVA SCOTIA Riverview Enhanced Living has been a leader in Bridgewater, Nova Scotia in caring for adults with special needs since 1976. Adults with special needs in Nova Scotia require safe, engaging, and caring communities like Riverview. Let us show you some of the ways that we create enhanced living solutions for adults with special needs: Professional and engaging educational programs through our L.I.T.E.S. program for adults with special needs regardless of physical or cognitive abilities. Healthy and delicious meals that meet the clients individual nutritional requirements. Various forms of living options from Apartments and Group Homes to full- time nursing care. Supported living connects clients with support in areas including: home maintenance, health, employment, financial, leisure and social skills. Individualized work and life skills programs that engage our adults with special needs through meaningful engagement within the community. Promotion of physical activity through development of fine and gross motor skills for adults with special needs. Engaging home atmosphere provides clients an inclusive and caring environment. Natural settings at each of our properties promotes recreational opportunities and relaxation for clients and visitors.

Municipality of the District of Lunenburg  
210 Aberdeen Road, Bridgewater, NS B4V 4G8  
Telephone 541-1329

APPLICATION FORM  
TAX EXEMPTION FOR NON-PROFIT ORGANIZATIONS  
As provided by Section 71 (1) of the Municipal Government Act (1998)

PLEASE PRINT

Date	<u>Feb 26/18</u>	Assessment Account #	<u>02407469</u>
Organization Name	<u>Riverview Enhanced Living Society</u> <small>(please attach copy of tax bill)</small>		
Charitable Organization #	_____		
Property Location	<u>171 Leary Fraser Road</u>		
Mailing Address	<u>PO Box 270</u> <u>Bridgewater, N.S.</u> <u>B4V 2W9</u>		
Postal Code	_____		
Phone #	<u>902-530-3302</u>		
Applicant	_____		
Phone #	_____		

Please attach a brief report of the program, benefit or source of the community

Board of Directors	
Name	Position
<u>John Robart</u>	<u>Chair</u>
<u>Dale Lohnes</u>	<u>Vice-Chair</u>
<u>John Biddle</u>	<u>Treasurer</u>
<u>Arthur Gung</u>	<u>Member</u>
<u>Ellen Burt</u>	<u>Member</u>

I (we) hereby request the Municipal Government to renew our tax exemption for the non profit organization. I (we) also declare that the information contained above and/ or attached to the renewal application is true and correct to the best of my (our) knowledge.

Signature

John Biddle

Date

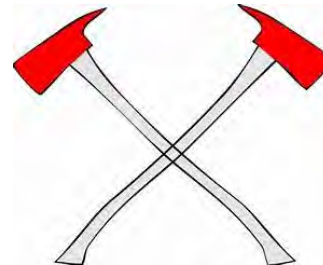
Feb. 26/18



# Fire Service Coordinator/Administrator April 24, 2018 Update to Council



Lunenburg Regional  
**FES**  
Fire & Emergency Services



# AGM Held at The Hebbville Fire Station

- ▶ Chair of the FESC Brian Keizer gave his Annual Report
- ▶ Chair went over what was in registration Packages
- ▶ Fire Service Coordinator/Administrator gave his report
- ▶ There were twenty fire departments represented
- ▶ Electronic packages available to fill out





# Things on the go

- ▶ Continuing to work with FD's on a regular basis
- ▶ CVFSA/MODL (30-6, 35-4, 40-7, 45-2, 50-2), also assisted several with the Provincial and Federal applications for medals
- ▶ Have a few more station visits
- ▶ Have FD members stop in to Office
- ▶ Taking training for resistance and Resiliency for First Responders



## Recruitment & Retention



- FESC along with Sarah Kucharski, Communications Officer with MODL actively working on Recruitment & Retention Strategy
- Survey questions were discussed and approved by FESC members prior to implementing
- Surveys given to the Public and firefighters to gather input and perspective

### WHO ARE THE PEOPLE OF THE FIRE SERVICE?

Volunteers are carpenters, plumbers, teachers, nurses, engineers, truck drivers, students, politicians, secretaries, business owners, ministers, police officers, clerks, welders, mechanics or retirees; they are all your neighbors and they all come together to help others.



### CAN YOU FILL THESE BOOTS?

FOR WHAT YOU HAVE DONE, FOR WHAT YOU ARE DOING AND FOR WHAT YOU ARE CAPABLE OF DOING, WALK TALL, HOLD YOUR HEAD HIGH, FOR YOU ARE A SELECT FEW – YOU ARE A FIREFIGHTER.

Have we sparked your interest?



## Recruitment & Retention Cont'd

- Workshop for FESC on survey results and top items around ideas, Challenges & Strategic initiatives
- Junior FD's successful looking at ways to engage more youth
- FESC had ownership of process, information and workshops to move forward with enthusiastic engagement
- Next Step, have strategies and tactics back for FESC to review and discuss at the May 14 meeting

## Other Information and Subcommittees



- ▶ Fire Departments did revisit and Insurance for Liability, Building and Vehicles
- ▶ Insurance Subcommittee working on Personnel insurance (Chair FESC Brian Keizer, Chief Lockwood, Councilor's Whynot & Bell, David Fancy)
- ▶ Financial Template available to those FD's that would like to try it ( Elana Wentzell, Brian Keizer, David Fancy, Don Davison) 2



- ▶ Registration package simplified & updated
- ▶ MDL-36 has been updated and approved by FESC/Council ( Schedules removed)
- ▶ Policy for Apparatus wi-fi hotspots in draft stage working with finance department
- ▶ 9 surplus laptops were given out to fire departments
- ▶ Naloxone kits given out to departments





- ▶ Fire Department Coding
- ▶ Rate payers list
- ▶ Fuel Tax Rebate
- ▶ Fuel oil Propane savings







## MUNICIPALITY OF THE DISTRICT OF LUNENBURG

**REPORT TO:** Council  
**SUBMITTED BY:** Dave Waters – Economic Development  
**DATE:** March 27, 2018  
**RE:** Agri-Innovation Park – Harold Whynot Rd

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### RECOMMENDATION(S)

- 1. Council approves the attached Development Plan as outline in the updated South Shore Agri-innovation Park proposal**
- 2. Council directs the nominating committee to appoint on Council member to sit on the Agri-innovation Park Association Board and appoint a second member at large**
- 3. Council direct staff to bring back a Management Agreement on the 7 acres not set aside of the investigative vineyard at PID 60487824 on Harold Whynot Rd.**

### DIRECTION

- 1. Direction to refer the Municipal Industrial Park By-law to Planning to conduct a review.**

### BACKGROUND

On January 10, 2017 Municipal Council directed staff to bring back a draft lease for 12 acres of land at Harold Whynot Rd for an Agri-innovation park.

Over the past 15 months staff has work through several opportunities and options with the newly formed Agri-innovation Park Association that would

facilitate the intent of the original proposal while allowing for proper legal requirements.

There were several issues that became evident after trying repeatedly to move forward. After much work staff is comfortable that we can move forward with a plan that works for both council and the Park Association.

The attached South Shore Agri-innovation Park updated proposal outlines all the elements of the project. The main elements that have shifted are as follows.

The original plan was for the Municipality to lease the lands to the Agri-Innovation Park Association (“Park Association”).

- a) On examination, MoDL’s Administrative Team has determined the lands proposed for development into experiential vineyards should be leased (approximately 5-acres) directly to the South Shore Wine Growers Association’s grower’s co-op, called the South Shore Viniculture Co-op (“Vineyard Co-op”).
- b) Secondly, MoDL’s Administrative Team has determined the lands that are to be developed into a commercial park should not be leased to the Park Association as the overall plan contemplates the sale of these lands. There is a sense that the Municipality should not be attempting to sell land to one party after it has leased the same lands out to a different party. Thus, MoDL’s Administrative Team is proposing to enter into a Management Agreement with the Park Association for the remaining lands not leased to the Vineyard Co-op (approximately 7 acres), herein referred to as the Commercial Lands.
- c) The Municipality Administration has determined the management agreement or any lease for the planned vineyards cannot be drafted until Municipal Council approves this Development Plan within this update.
- d) Further the first review of the attached Development Plan surfaced the issue that MoDL’s Administrative Team feels a more complete Property

Plan is required prior to the Municipality entering into a long-term lease for the Experiential Vineyard.

- e) MoDL's Administrative Team has asked the Park Association to provide a Property Plan Design including lot design with roads and parking lots included and as well identify the sources of funds to develop the property. Further, MoDL's Administrative Team does not want to enter into a lease for the 5-acres until the Property Plan Design is approved by Council.

### **Specific Approval Being Sought by the Agri-innovation Park Association**

This update of the October 2016 proposal is meant to seek Council's approval to instruct Municipal Administration staff to:

1. Approve the Development Plan as outlined or add suggestions as to how it can be improved. We request that any suggestions be conducted in tandem with the approval of the Development Plan.
2. To appoint to the Agri-Innovation Board member of Council to sit on the Park Board and to task that Councilor with finding an appropriate community member to join the Park Board as the Municipality's 2nd member.
3. To instruct MoDL's Administration Team to complete a Management Agreement with the Park Associations for the 7 Acres, based on this Development Plan.



MUNICIPALITY OF THE DISTRICT OF LUNENBURG  
 Memorandum

Report to: Mayor Bolivar-Getson & Members of Municipal Council.  
 Submitted by: Douglas Reid.  
 Date: April 17th 2018.  
 Re: Terms of appointed Area Advisory Committee members. (Planning)

Since spring 2013, staff has undertaken an annual advertisement process regarding Council's appointments of citizens to each of the five Area Advisory Committee. At this time, all AAC citizen appointments are set to expire in May 2018. Staff is proposing that Council consider the extension of the current rosters of all Area Advisory Committees. There would be two objectives supporting such:

- The Oakland Plan Review process is expected to be completed in 2018. Seeing that Review's completion with the current Committee, which started the process in 2017, would be useful.
- It may be worthwhile to re-align citizen appointments to Area Advisory Committees to the fall (i.e. terms to start in November) where it would be consistent with many of the other Committees of Council.

It is noted there are several unfilled positions on each of the five area advisory committees. In some cases, these unfilled positions have remained vacant for a few years. If there are interested individuals who wish to come forward and seek an appointment to a particular AAC, staff is prepared, via a memo to the Nominating Committee & to Council, to have such possible appointments be considered on a case-by-case basis. The table below identifies current Committee composition:

	Committee size	Unfilled
Blockhouse	6	1
Hebbsville	4	3
Oakland	5	2
Princes Inlet	3	4
Riverport & District	3	4

Staff would return to Council with a memo regarding Area Advisory Committees when and once the Oakland Plan Review has prepared a new draft Planning Strategy & By-law for Council's consideration.

If Council is prepared to extend the appointments of AAC members, the following Motion is in order:

That Council extend the existing appointments of current members of the five Area Advisory Committees, for an indeterminate time period, with staff to provide an update on AAC composition by November 2018.

## BP Off Shore Exploration

Prepared by Michael Ernst, Councillor, Municipality of the District of Lunenburg

These notes are divided into three sections and have been prepared based on personal research.

- Part 1 The BP Proposal
- Part 2 Questions to regarding Off Shore Oil exploration.
- Part 3 Some Basics of Off Shore Drilling and Notes from presentations by Shell Oil at Municipal Council and at the Best Western, Nov 24, 2015

### Part 1 The BP Proposal

#### a. Chronicle Herald Feb 2, 2018

- i. The federal government has given the green light to proposed oil and gas exploration in the Scotian Basin southeast of Nova Scotia.
- ii. In a news advisory Thursday, Environment Minister Catherine McKenna said BP Canada's proposed drilling project "is not likely to cause significant adverse environmental effects" and can go ahead.
- iii. BP Canada has applied to drill up to seven exploration wells within its current offshore exploration licences, located between 230 and 370 kilometres southeast of Halifax. The project would include the drilling of up to seven wells between 2018 and 2022.

#### b. CBC News April 6-018

- i. BP Canada has been authorized to begin preparations for drilling an exploration well off the coast of Halifax.
- ii. The Canada-Nova Scotia Offshore Petroleum Board announced Saturday it has authorized the company's drilling unit to enter waters off Halifax to start the preparatory work.
- iii. The authorization does not allow BP Canada to begin drilling a well. The company will need further approvals before drilling can begin.

#### From Council of Canadians Information Session on March 22, 2018

- i. Drilling is at a depth of 3000 metres (2xs Macondo- the site of the Gulf of Mexico disaster)
- ii. 48 km from Sable
- iii. 70 km from the Gully
- iv. Puts 61 fish species and 7 marine mammal species at risk.
- v. Puts the NS fishing industry at risk- lobster, finned, aquaculture and gathering.
- vi. An oil spill would have serious impact on local Tourism.

### Part 2 Questions to Ask Regarding Off Shore Oil Exploration

1. What provincial and federal govt. people are here ?- (At and public mtg. as they control the process.)
2. What leakage is there from the well head ? What are the environmental effects ?
3. What control does Shell/BP have over the drilling operation ? (e.g. BP's lack of control over Haliburton caused the Macondo incident.)
4. Describe what problems you have had in off shore drilling operations ? How did they happen and what remediation was done ?
5. What is 'Reserve-Replacement Ratio ?
6. Are the First Nations communities on board ?
7. Describe in detail your B.O.P. system - (Blow Out Preventer System- ask for a diagram
8. Describe the redundancies in your system ? (What backups are there for the backups ?)
9. What concrete are you placing behind your drill casing ? (Concrete is there to stabilise and strengthen the drill casing.)
10. Show us a video of your drilling operation on the sea floor ? (they constantly take videos to monitor the drilling in real time, so this should not be a problem and should actually be part of their presentation.)
11. What is your programme if for extreme weather events ? (If a hurricane, or similar is forecast, they should be 'out of there'. )
12. What is your emergency response plan ?

### **Part 3**      **Some Basics of Off Shore Drilling Operations-**

from Shell Canada Project Update - Best Western – Nov. 24-015

- Leases acquired in 2012, sea floor survey done in 2012
- Chesire Well (first test drill) spudded on Oct. 24 ( This group of test wells are named after cheeses.)
  - Depth of 2100 mts. between drill ship and sea bed
  - Initial pipe has 36 in. dia. goes to depth of 2100 mts.
  - Second pipe of 28 in. goes a further 2500 mts.
  - Final pipe is 22 in. dia.
  - Pipes are backed by 4 “ of concrete

- Blow Out Preventers have been installed and tested.
- Drill ship has a water depth certification for 3 km. It is in constant contact with Halifax and Houston.
- Redundancies
  - Second blow out preventer on ship
  - Second satellite navigation system to keep drill ship positioned.
  - Second ROV (Remotely Operated Vehicle) on drill ship.
  - ROV can activate the Blow Out Preventer if there is no response from drill ship.
  - Max load on helicopters is 11 passengers.

## Safety

1. Maintaining the proper pressure of drilling fluids is the first step in preventing hydrocarbons from escaping the well.<sup>1</sup> The pressure of the fluids is constantly monitored and changed accordingly.
2. Second step is the Blow Out Preventer. This device has 8 ways to prevent leakage:
  - 2 annulars, or rubber rings
  - 3 sets of shears to cut the pipe
  - 3 pipe rams to crimp it.
3. Third is the capping stack- One in Brazil, the other in Norway. They are 'maintained in a high state of readiness' and require a specialised vessel. Blow Out Preventer has much more capability than a capping stack. (Bob van Schepanseel Shell Engineer)
4. The system can be shut down in 45 seconds.
5. Shell monitors at 4 levels<sup>2</sup>
  - Rig Crew
  - Rig Operations
  - Control Centre Halifax
  - Control Centre Houston

6. Shell has 1,000 employees trained to Incident Command System 300 standards
7. Every week the Blow Out Preventer is tested. Every two weeks the drilling is stopped and everything is pressure tested.
8. In extreme weather forecasts, the rig would be shut down and the drill ship go into port.

## Dealing with Emergencies

(This section was a very complex one and a number of technical terms used in the presentation. At times it was difficult to keep up with the rapid pace in which the material was presented.)

- The aim of Emergency Response is to prevent the oil from getting ashore.
- Blow outs occur most frequently with light oils.
- Oil recovery vessels can only travel at 3 knots. If seas are not calm, oil can be swept under the boom. Oil layer on surface has a thickness of .1 millimetre.
- With Macondo (Gulf of Mexico), only 3% of the oil was covered mechanically.
- 500 barrels of oil can be eliminated in less than an hour with 500 ft. of fire boom.  
**This is not practical in off shore situations.**
- Oil can be ignited as it rises to the surface. 7% of the oil spilt during Macondo was burnt.
- Dispersants are the most effective technique.
  - Corexit 9500 is the most commonly used.
  - Corexit is used in a lot of household products. Slightly toxic to shrimp. Practically non toxic to small fish.
  - Corexit + oil = moderately toxic solution.
  - Dispersants need 2 to 5 hours to work with oil. For this reason they are not used in shallow waters.
  - Sub sea injection of dispersants found to be the most effective method. It can react with the oil as it rises to the surface.
  - Dispersants cause oil to be broken into smaller droplets that are more easily consumed by microorganisms.
  - Corexit 9527 was used in the Gulf. No longer used -as it is more toxic.
  - **If there is a spill 'there will be some damage done'.**

Global Adjustor for any emergencies is Crawford and Co. Adjustors will go to the communities to help with the claims process. Interim payments will be made. 'Pretty much unlimited liability.' 'We accept that if we make a mistake, will pay for it.'

## Other Items

1. Approx. 50 Canadians are employed on the drill rig and support vessels.
2. NS govt. reps. mentioned that there was no push back from the fishing industry once they realized the process.

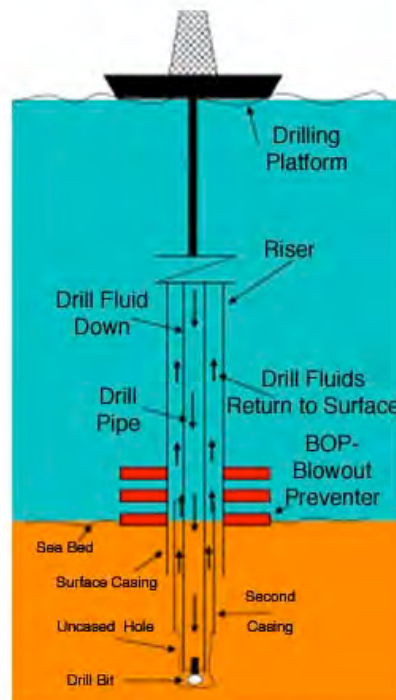
3. Question: Is the fishing industry prepared to accept the risks for the overall gain ?  
Ans. Yes
4. There are still some outstanding conditions to be met from the Offshore Petroleum Board at the time of this meeting. It was noted that the group is very good in its process.
5. Sam Elsworth – Canada NS Offshore Petroleum Board has one of the highest standard of regulation in the world.
6. Nova Scotia has some experience with large scale emergencies- Swiss Air cited as an example.

Other Notes:

<sup>1</sup> It was noted that one reason for the Macondo blow out in the Gulf was due to this pressure barrier not being maintained. Also the infrequency of the in flow testing was cited as a mistake. Finally the Blow Out Preventor system did not function properly.

<sup>2</sup>Stantec owns the drill ship, but Shell does have supervisors on board.

<sup>3</sup>The rig illustration below was not provided by Shell but was taken from an internet source. The resolution was very poor, so the text has been re done for clarity. The only illustration provided by Shell of the drilling operation during the presentation was by flip chart and felt tip pen.



This image was taken from an internet source.  
It is for illustration only and may not accurately represent the Shell drilling set up.

## **Subsequent to that session:**

Open House held in Lunenburg on February 24, 2016  
Hosted by the Canada, Nova Scotia Offshore Petroleum Board  
Employees of the board were there to explain the process. Board is a combination of oil representatives and government officials.  
Attendance was 'thin' and a number of attendees expressed strong opinions against the project.

One statistic from the evening given by Shell and verified by the Canadian Environmental Assessment Agency; 'The estimated probability for a blowout from a Shell drilling project is once in 1,287 years of continuous drilling. (or a probability of 0.077%)

On Saturday, March 5, the rig drilling Shell Canada Limited's Cheshire exploration well 225 km offshore Nova Scotia successfully disconnected from the well in advance of severe weather. Precautionary procedures were taken and completed prior to the severe weather, including isolating the well using the blowout preventer (BOP) system. Shortly after the rig moved away from the well location, high waves and heave caused the riser tensioner system to release, resulting in the riser and lowermarine riser package, which connect the rig to the well during drilling, to fall to the seabed. A survey of the BOP using a remotely operated vehicle confirmed that the BOP is intact and in good condition. There were no injuries, and the content of the riser had already been replaced with seawater so there was no loss of drilling fluid. The Canada–Nova Scotia Offshore Petroleum Board (CNSOPB) and Canadian Coast Guard were notified promptly of the incident. Shell and the rig operator Stena will be undertaking an investigation to understand the contributing causes of the event and will continue to share information with the CNSOPB. The CNSOPB may post the event here - <http://www.cnsopb.ns.ca/media/incident-bulletins>

CBC News · Posted: Dec 16, 2016 3:20 PM

Shell Canada has officially applied [to abandon two kilometres of pipe it accidentally dropped on the ocean floor](#) off the coast of Nova Scotia..

"Because of the unacceptable risk associated with the health and safety exposure and potential impact to human health of offshore workers, Shell does not perceive recovery of the riser ... as a viable response option," Shell Canada's exploration manager said Friday in a letter to Canada-Nova Scotia Offshore Petroleum Board.

## DRAFT 2 - DEPARTMENT OF MUNICIPAL AFFAIRS

Department of Energy – Province of Nova Scotia

⇒ Municipality of the District of Barrington

⇒

WHEREAS the Fishing Industry in Nova Scotia has been the single biggest economic driver in the Province of Nova Scotia for centuries; and

WHEREAS the value of Nova Scotia's seafood exports was \$1.68 billion in 2015; and

WHEREAS Municipalities desire to protect and enhance the fertile fishing grounds located off the coast of Nova Scotia to preserve our most crucial industry; and

WHEREAS Municipalities in Southern Nova Scotia and across the province would be devastated by any negative impact on the fishing industry; and

WHEREAS there are currently two areas that may in the future be granted for oil exploration and drilling; and

WHEREAS the Canada – Nova Scotia Offshore Petroleum Board has the authority to grant the use of areas three and four for future use; and

WHEREAS the participating Municipalities want to see the Nova Scotian offshore oil and gas industry developed in as safe a manner as possible;

THEREFORE BE IT RESOLVED that the UNSM call upon the Province to require the following four recommendations for further offshore oil and gas exploration:

- 1) The area of the ocean comprising the lease sites 3 and 4 from the 2015 "Up for Bids", encroaching LFA Area 40 (A Lobster area deemed so important that lobster-fishing is not allowed there) be declared closed to all future oil and gas development as it should be considered critically important to the fishery and associated habitats.
- 2) Chemical Dispersants must not be used on a potential oil spill in the NS Offshore, except during the short timeframe when a capping stack is actually being placed to contain a blowout and the health and safety of rig workers is placed at risk by surfacing oil and toxic fumes.
- 3) A capping stack be located on the East Coast of Canada or the USA, preferably in Nova Scotia, on a heavy lift vessel, ready to deploy within 24 hours of a blowout.
- 4) The CNSOPB in their stated and mandated role to protect the offshore environment during offshore oil exploration and extraction demand all oil companies granted leases on the Scotian Shelf or Scotian Slope develop and demonstrate real capacity to clean up a large offshore oil spill and to remove the oil from the ocean.

Background:

***Our collective Councils are supportive of the potential development of oil and gas resources in Nova Scotia's Offshore. We acknowledge the need for Nova Scotia to utilize all provincial resources and we appreciate the economic challenges facing the province today. However we must not forget the tremendous importance of the Seafood Industry to our communities, and many other coastal communities in Nova Scotia. There must be a balance struck between the extraction of finite oil and gas resources on the Scotian Shelf and the long-standing and sustainable fishery resources that form the economic backbone of our many coastal communities. We support the members of our seafood industry in their efforts to protect, to the fullest extent possible, the critically important fishing, spawning and nursery grounds which are required for the ongoing health of this industry and our coastal communities. The protection of these sites from a potential oil and gas disaster, through a strong regulatory regime, can help create a meaningful and reasonable balance between the ongoing development of our oil and gas resources and the existing Scotian Shelf fishery.***