

AGENDA
MUNICIPAL COUNCIL

Bridgewater, NS

Tuesday, June 26, 2018 – 9:00 a.m.

Time & Page

1. CALL TO ORDER
2. ANNOUNCEMENTS, ACKNOWLEDGEMENTS, RECOGNITION:
 - 2.1 Visitor Information Centre Seasonal Staff Introductions
 - 2.2 Act of Bravery Award
3. PUBLIC INPUT (15 Minutes)
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES - June 12, 2018
6. BUSINESS ARISING FROM MINUTES: (Nil)
7. AWARDING OF TENDERS/RFPs:
 - 7.1 Award of Tender #2018-05-006 – Group 7 – LaHave River Project..... 1-3
 - 7.2 Award of Tender #2018-05-007 – Group 8 – LaHave River Project..... 4-6
8. PRESENTATIONS/SCHEDULED TIMES:
 - 8.1 Leigh Heide, Second Story Women’s Centre re Girl Talk Video 9:15 a.m.
 - 8.2 Bluenose Coastal Action Foundation re Monitoring in LaHave River 10:15 a.m. 7-14
9. CONSIDERATION OF CORRESPONDENCE: (Nil)
10. RECOMMENDATIONS FROM COMMITTEES & BOARDS:
 - 10.1 Policy & Strategy Committee
 - 10.1.1 Amendment to Policy MDL-26 “System of Fire Inspections” 15-19
 - 10.1.2 Fences Arbitration Committee 20-22
 - 10.1.3 Repeal Policy MDL-17 “Promotional Advertisements” 23-30
11. STAFF REPORTS:
 - 11.1 Administration Department
 - 11.1.1 Lunenburg Harbour Health Advisory Group 31
 - 11.1.2 Municipal Joint Services Board Agreement..... 32-47
 - 11.2 Economic Development Department
 - 11.2.1 Internet Connectivity Project..... 48-56
 - 11.2.2 Signage Plan 57-63
 - 11.3 Recreation Department
 - 11.3.1 Rose Bay Marine Park Management Agreement 64-71
12. MAYOR’S/DEPUTY MAYOR’S/COUNCILLORS’ MATTERS:
 - 12.1 Update – Lunenburg County Lifestyle Centre (LCLC) (M. Ernst/E.Hustvedt)
 - 12.2 Update – Deputy Mayor
 - 12.3 Update – Mayor
13. IN CAMERA:
 - 13.1 Personnel Matter under Section 22(2)(c) of the MGA
14. ADJOURNMENT



Municipality of the District of Lunenburg

MEMORANDUM

REPORT TO: Council

SUBMITTED BY: Maria Butts, LaHave River Project Coordinator

DATE: June 26, 2018

RE: Tender Award: On-Site Sewage Disposal System Installations for LaHave River Properties. Project Group #7

RECOMMENDATIONS

Authorize staff to award tender 2018-05-006 to Town and Country Property Improvement Ltd. in the amount of \$53,129.17 plus HST.

EXECUTIVE SUMMARY

Three bids were received for *Tender 2018-05-006 On-Site Sewage Disposal System Installations for LaHave River Properties. Project Group #7.*

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 (SPRP), administered by the Municipality of the District of Lunenburg (MODL).

Tender 2018-05-006 is a bundle of five traditional systems.

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.

To date, MODL has received 125 applications for replacement from property owners within the WWMD.

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 2018-05-006.

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 2018-05-006 was posted on Wednesday, May 28th, 2018 and closed on Thursday, June 14, 2018.

Three bids were received by the deadline. Tenderer names and bids are described in Table 1 below:

Funding	Total Bid (w/o HST)
Provincial/Federal Grants	2/3
Property Owner	1/3
Tenderers	
Gerhardt Property Improvement	\$41,400.00
Town and Country Property Improvements Ltd	\$53,129.17
Dennis Lively Construction and Backhoe Services Ltd	\$69,300.00

Table 1: Bids for Tender 2018-05-006

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

Tender 2018-05-006: All three bids received are competitive, the lowest bid was submitted by Gerhardt Property Improvement of Lunenburg, Nova Scotia.

Tender Award Recommendation

Tender: 2018-05-006 On-Site Sewage Disposal System Installation for LaHave River Properties. Project Group #7.

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

Closing Date: June 14, 2018

Funding	Total Bid (w/o HST)
Provincial/Federal Grants	2/3
Property Owner	1/3
Tenderers	
Gerhardt Property Improvement	\$41,400.00
Town and Country Property Improvements Ltd	\$53,129.17
Dennis Lively Construction and Backhoe Services Ltd	\$69,300.00

Tender Award Recommendation:

Council award Tender 2018-05-006 to Town and Country Property Improvement Ltd for the cost of \$53,129.17 plus HST.



Municipality of the District of Lunenburg

MEMORANDUM

REPORT TO: Council

SUBMITTED BY: Maria Butts, LaHave River Project Coordinator

DATE: June 26th, 2018

RE: Tender Award: On-Site Sewage Disposal System Installations for LaHave River Properties. Project Group #8

RECOMMENDATIONS

Authorize staff to award tender 2018-05-007 to Dennis Lively Construction and Backhoe Services Ltd in the amount of \$147,980.00 plus HST.

EXECUTIVE SUMMARY

Two bids were received for *Tender 2018-05-007 On-Site Sewage Disposal System Installations for LaHave River Properties. Project Group #8*. Both 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 (SPRP), administered by the Municipality of the District of Lunenburg (MODL).

Tender 2018-05-007 is a bundle of five alternative treatment units (ATU's)

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.

To date, MODL has received 125 applications for replacement from property owners within the WWMD.

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 2018-05-007.

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 2018-05-007 was posted on Wednesday, June 6th, 2018 and closed on Wednesday, June 20th, 2018.

Two bids were received by the deadline. Tenderer names and bids are described in Table 1 below:

Funding	Total Bid (w/o HST)
Provincial/Federal Grants	2/3
Property Owner	1/3
Tenderers	
Town and Country Property Improvements Ltd	\$159,283.92
Dennis Lively Construction and Backhoe Services Ltd	\$147,980.00

Table 1: Accepted Bids for Tender 2018-05-007

Under the scope of work for this tender, 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

Tender 2018-05-007: Of the two accepted bids received, the lowest bid was submitted by Dennis Lively Construction and Backhoe Services Ltd of Beaver Bank, NS.

Tender Award Recommendation

Tender: 2018-05-007 On-Site Sewage Disposal System Installation for LaHave River Properties. Project Group #8.

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

Closing Date: June 20, 2018

Funding	Total Bid (w/o HST)
Provincial/Federal Grants	2/3
Property Owner	1/3
Tenderers	
Town and Country Property Improvements Ltd	\$159,283.92
Dennis Lively Construction and Backhoe Services Ltd	\$147,980.00

Table 1: Accepted Bids for Tender 2018-05-007

Tender Award Recommendation:

Council award Tender 2018-05-007 to Dennis Lively Construction and Backhoe Services Ltd for the cost of \$147,980.00 plus HST.

Bluenose Coastal Action Foundation

Fecal Bacteria Monitoring in the LaHave River Estuary



Presentation by: **Shanna Fredericks**
Assistant Director, **Coastal Action**

Presentation Overview

- Coastal Action's proposed bacteria monitoring program for the LaHave River Estuary
- Supporting data programs:
 - Coastal Action's LaHave River Watershed Monitoring Program
 - Coastal Action's 2015 Estuary Health Assessment
 - Environment Canada's Shellfish Growing Area Surveys
- Differences + benefits between these bacteria monitoring programs
- Important considerations for measuring the success of the SP Replacement Project



Proposed Estuary Bacteria Monitoring Program

- “Are bacteria levels decreasing as a result of SP removal?”
- Specifically designed to monitor **point-source** bacteria pollution.
- Sampling after **drought** reduces non-point source pollutants.
- Bacteria sampling must be robust, both spatially and temporally, to account for high variation in bacteria concentrations.

- 2 control sites (above town/below town)
- 8 nearshore sites within WMD



Need long-term monitoring with consistent program design to detect statistical trends.



Coastal Action's LaHave River Watershed Monitoring Program

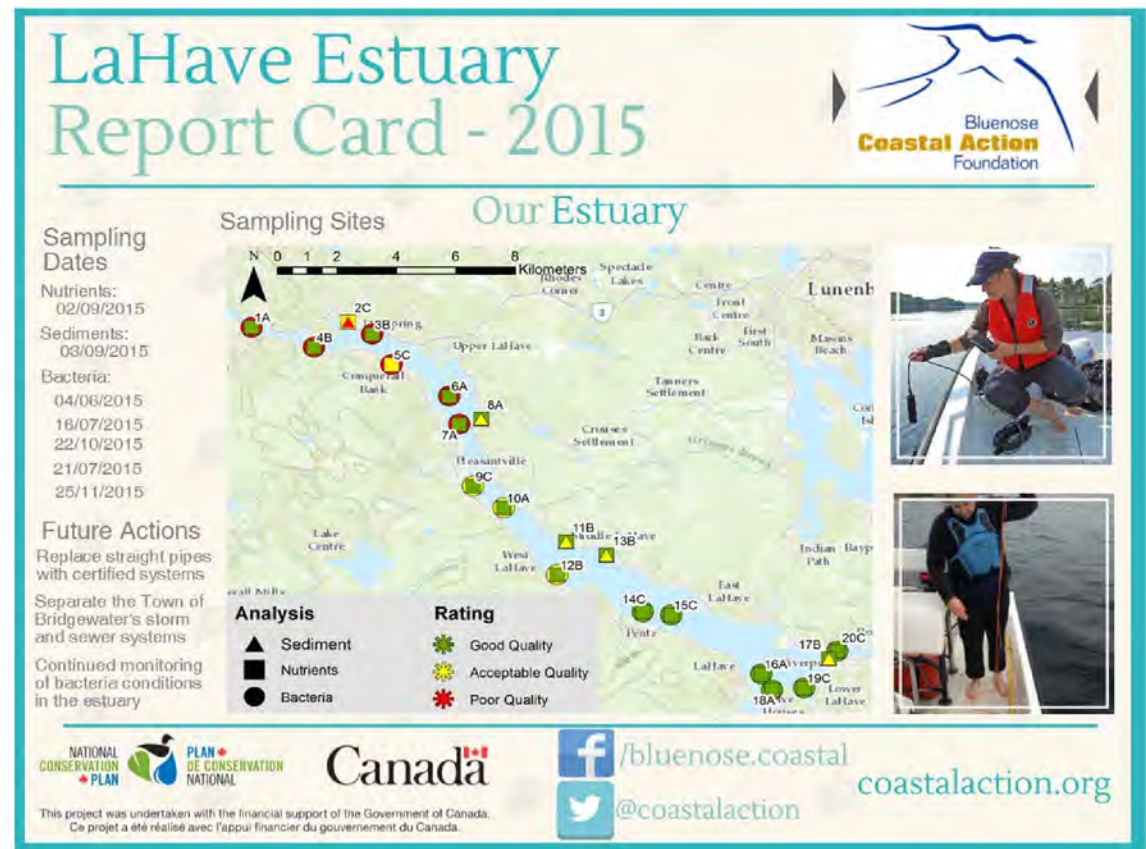


- 15 sites monitored since 2007 for variety of parameters (monthly/year-round).
- Only 2 sites located within WMD (Bridgewater and Upper LaHave).
- MODL \$5,000 Operating Grant contributes to annual lab costs (2017 lab costs = \$25,233.00).
- Estuary sites exhibit poorest water quality overall and the most bacteria contamination.
- Sampling is independent of rainfall and, therefore, **representative of both point and non-point source pollution.**

Bluenose Coastal Action Foundation

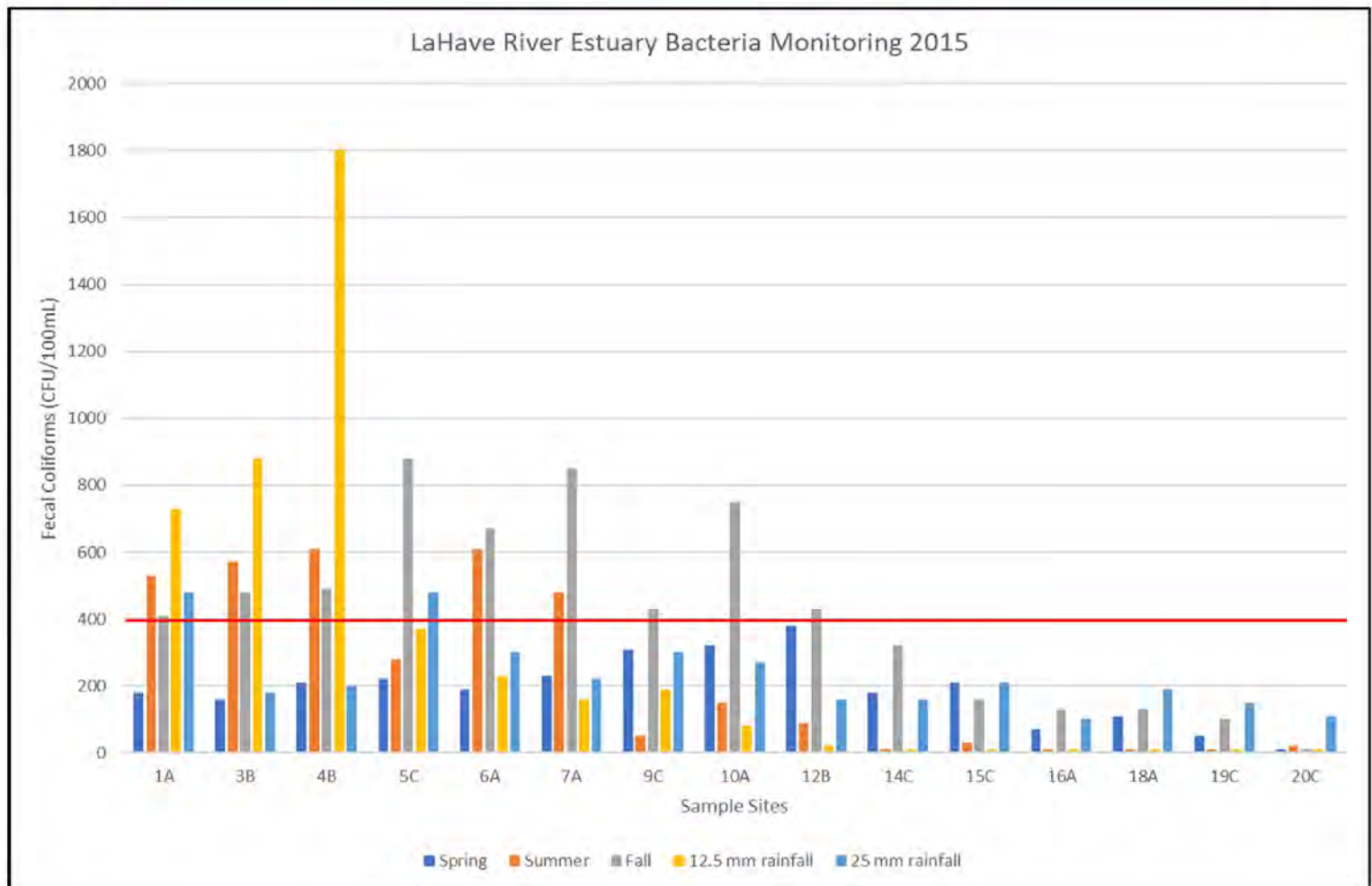
Coastal Action's LaHave River Estuary Health Assessment Project (2015)

- Bacteria monitoring at 15 sites:
 - Spring/Summer/Fall
 - Rainfall-dependent
- Increased contamination after rainfall from non-point source pollutants in runoff.
- Higher bacteria levels in upper estuary compared to lower reaches (dilution, flushing).



Coastal Action's LaHave River Estuary Health Assessment Project (2015)

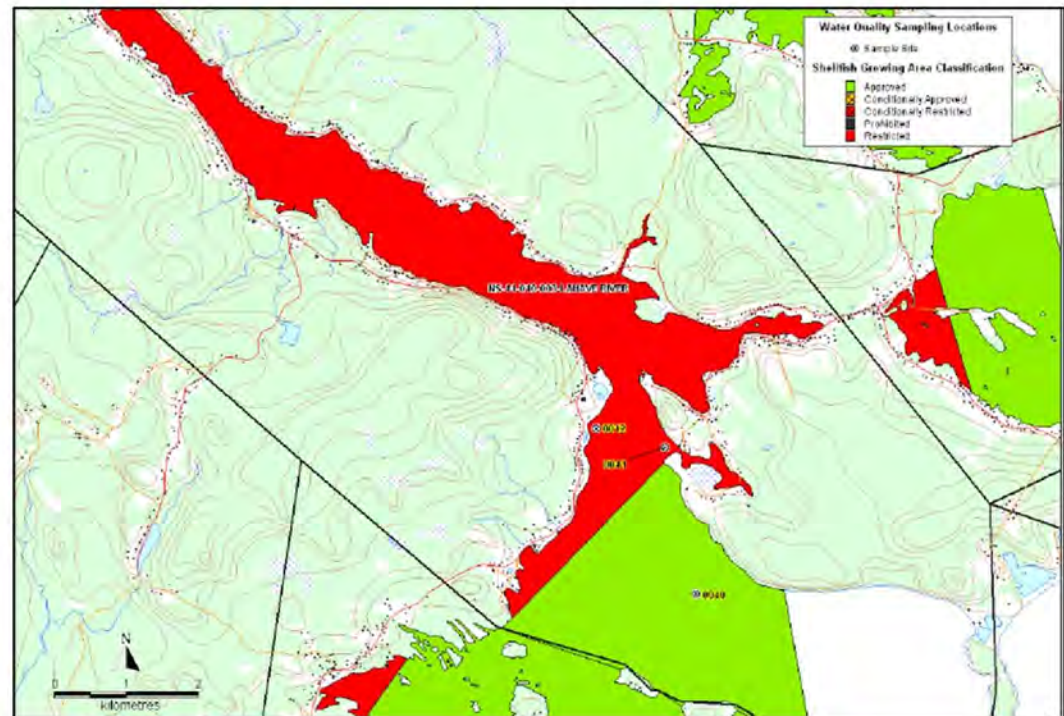
- All sites within WMD
- High seasonal variation
- Significant spikes after rainfall
- Contamination greater in upper estuary



Environment Canada Shellfish Growing Area Surveys in LaHave

- Fecal coliform sampled at 3 sites in 1997, 2000, 2001, 2004, 2007, 2010, 2011, 2012, 2016, 2017.
- 2 of 3 sites located inside WMD.
- Sampling randomized with various hydrological, tidal, and seasonal conditions, therefore, **representative of both point and non-point source pollution.**

RED = Restricted
GREEN = Approved



Importance of proposed monitoring program

- Supporting data is useful but does not answer the specific question:
Have SP replacements reduced bacteria contamination in the estuary?
- **Key difference** between proposed program and supporting data:
Only monitoring point source bacteria pollution, reducing influence of non-point sources (consistently, long-term).
- Common question from public during 2016 community meetings:
“Will this project actually improve water quality with all the other bacteria sources in the river?”
- SP Replacement Project may be used as a model by other municipalities. Bacteria monitoring would provide a **science-based measure of success** for this project.



Municipality of the District of Lunenburg

June 19, 2018

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

Dear Mayor and Councillors:

The Policy & Strategy Committee in session on Tuesday, June 19, 2018, made the following
recommendations to Council:

1. That Municipal Council approves the proposed amendment to Section 4 of the Policy
MDL-26 System of Fire Inspections, as presented and amended, and gave seven (7) days'
notice that Council will consider the approval of the proposed amendment at the June 26,
2018 Council meeting.

Respectfully submitted,

Chairman and Members
Policy & Strategy Committee

/trb
Attachments



Municipality of the District of Lunenburg

210 Aberdeen Road Bridgewater Nova Scotia Canada B4V 4G8
Phone: 902-543-8181 / Fax: 902-543-7123 / Web Site: www.modl.ca

MEMORANDUM

TO: Mayor Bolivar-Getson & Municipal Councillors

FROM: Sherry Conrad, Municipal Clerk

DATE: March 21, 2018


RE: **Recommendation re Proposed Amendments to Policy MDL-26 System of Fire Inspections**

The Policy & Strategy Committee, in session on June 19, 2018, received a report on a proposed amendment to Section 4 of Policy MDL-26 System of Fire Inspections. The Committee reviewed the report and suggested two more changes to Section 4. The Committee made a motion recommending that Municipal Council approve the proposed amendments to Section 4 of Policy MDL-26 System of Fire Inspections, as presented and amended, and gave seven (7) days' notice that Council will consider the approval of the proposed amendments at the June 26, 2018 Council meeting.

Section 48(1) of the *Municipal Government Act* states, "Before a policy is passed, **amended** or repealed, the Council shall give at least seven days' notice to all council members." Therefore, in accordance with Section 48(1), the attached Policy MDL-26 will be presented to Council for approval at the June 26, 2018 Council meeting. The Policy and Strategy Committee meeting of June 19, 2018 was hereby considered as council notice.

The following motion is required to approve the amendments to the Policy:

"That Municipal Council approves the proposed amendments to Section 4 of Policy MDL-26 System of Fire Inspections, as presented and amended."



Sherry Conrad

/sac
Attachment

POLICY MDL-26

A POLICY RESPECTING A SYSTEM OF MUNICIPAL FIRE INSPECTIONS

1. This Policy is entitled the "System of Municipal Fire Inspections"
2. In this Policy:
 - (a) **ASSEMBLY OCCUPANCY (GROUP A)**, means the Assembly Occupancy as defined in the National Building Code of Canada (1995), as amended from time to time.
 - (b) **RESIDENTIAL OCCUPANCY (GROUP C)**, means a Residential Occupancy as defined in the National Building Code of Canada (1995), as amended from time to time;
 - (c) **BUSINESS AND PERSONAL SERVICE OCCUPANCY (GROUP D)**, means a Business and Personal Service Occupancy as defined in the National Building Code of Canada (1995), as amended from time to time;
 - (d) **MERCANTILE OCCUPANCY" (GROUP E)**, means a Mercantile Occupancy as defined in the National Building Code of Canada (1995), as amended from time to time ;.
 - (e) **INDUSTRIAL OCCUPANCY (GROUP F)**, means an Industrial Occupancy as defined in the National Building Code of Canada (1995), as amended from time to time;.
 - (f) **MUNICIPAL FIRE INSPECTOR**, means a person appointed by the Municipality as a Municipal Fire Inspector pursuant to Fire Safety Act, Chapter 6 of the Acts of 2002, as amended from time to time;
 - (b) **FIRE SAFETY ACT**, means "An Act to Promote and Encourage Fire Safety", Chapter 6 of the Acts of 2002, Nova Scotia, as amended from time to time, and any other successor legislation;
 - (d) **FIRE SAFETY REGULATIONS**, mean the "Regulations Respecting Fire Safety made by the Governor in Council pursuant to Section 51 of Chapter 6 of the Acts of 2002, the Fire Safety Act., as amended from time to time;
 - (c) **COUNCIL**, means the Council of the Municipality of the District of Lunenburg
3. Pursuant to Section 19 of the Fire Safety Act this Policy establishes a "System of Municipal Fire Inspections" to provide for compliance with that Act and the Fire Safety Regulations and that recognizes municipal resources, geography and priorities based upon a risk assessment.
4. **Municipal Fire Inspector**
Pursuant to Section 19 of the Fire Safety Act, ~~Council~~ **the Municipality** shall appoint one or more Municipal Fire Inspectors, ~~whom~~ **who** shall carry out the System of Municipal Fire Inspections in accordance with the requirements of the Fire Safety Act and Fire Safety Regulations

5. **System of Inspections**

Pursuant to Section 3 of this Policy, Council hereby establishes the following "System of Municipal Fire Inspections":

a) Assembly Occupancies (Group A)-
As per Section 13 Fire Safety Regulations.

b) Residential Occupancies (Group C)

i) **Buildings with more than three units**, and not regulated under the Homes for Special Care

Buildings will be inspected commencing in the year 2004 and re-inspected every 3 years, unless the Municipal Fire Inspector deems that, to reduce risk of fire and loss of life, a more frequent inspection of one or more particular buildings is required.

ii) **Buildings with three units or less.**

Buildings will be inspected only upon receipt of the written request of an owner, and only if the inspection to be conducted is not for insurance purposes, or upon the Municipal Fire Inspector obtaining a warrant allow such inspection pursuant to Section 24 of the Fire Safety Act.

iii) **Inspection of wood stoves.**

Wood Stoves will only be inspected upon receipt of the written request of an owner, and only if the inspection to be conducted is not for insurance purposes.

c) Mercantile Occupancies (Group E)

Buildings will be inspected commencing in the year 2004 and re-inspected every 5 years, unless the Municipal Fire Inspector deems, that to reduce risk of fire and loss of life, a more frequent inspection of one or more particular buildings is required.

d) Business and Personal Service Occupancies (Group D)

Buildings will be inspected commencing in the year 2004 and re-inspected every 5 years, unless the Municipal Fire Inspector deems that, to reduce risk of fire and loss of life, a more frequent inspection of one or more particular buildings is required.

e) Industrial Occupancies

Buildings will be inspected commencing in the year 2005 and re-inspected every 5 years, unless the Municipal Fire Inspector deems that, to reduce risk of fire and loss of life, a more frequent inspection of one or more particular buildings is required.

6. **Failure to Comply with Order**

Summary Conviction

- a) Where the owner of a building, land or premises fails to comply with an Order to Comply issued by the Municipal Fire Inspector, the Municipal Fire Inspector may take action as set out in Section 44 of the Fire Safety Act.

- b) Carrying on Matters not done by Owner
Pursuant to the Fire Safety Act, and subject to the approval of the Fire Marshall and Chief Administrative Officer, where an owner of a building, land or premises fails to comply with an Order issued by the Municipal Fire Inspector, the Municipal Fire Inspector may carry out or cause to be carried out an Order.

Clerks Annotation for Official Policy Book

Date of Notice to Council: May 4, 2004

Date of Passage: May 11, 2004

I certify that this Policy was adopted by Council as is indicated above.

Chief Administrative Officer

Date



Municipality of the District of Lunenburg

June 19, 2018

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

Dear Mayor and Councillors:

The Policy & Strategy Committee in session on Tuesday, June 19, 2018, made the following
recommendations to Council:

1. That Municipal Council create a Fences Arbitration Committee, as required under Section 4 of the *Fences and Detention of Stray Livestock Act*, and approve the attached Terms of Reference for same.

Respectfully submitted,

Chairman and Members
Policy & Strategy Committee

/trb
Attachments

Draft Terms of Reference

Fences Arbitration Committee

1. The Fences Arbitration Committee is established under Section 4(1) of the *Fences and Detention of Stray Livestock Act*. The objective of the Committee is to provide arbitration for dispute of fencing practices and stray livestock pursuant to the *Fences and Detention of Stray Livestock Act*.
2. Composition of the Committee
 - 2.1 The Committee shall consist of two (2) members, of which one member will be appointed by Council and one member appointed by the Nova Scotia Federation of Agriculture.
 - 2.2 The member appointed by Council shall be a Council member and will be the Chair of the Committee.
 - 2.3 Alternate members of the Committee may be appointed at the request of the member appointed by the Municipality or the Nova Scotia Federation of Agriculture.
 - 2.4 All members or alternates shall be residents of the Municipality.
 - 2.5 The appointments shall be for a four-year term. If there is a vacancy during the four-year terms, another member may be appointed to fill the vacancy for the remainder of the term.
 - 2.6 Non-Council members will be paid remuneration in accordance with Policy MDL-04 "Non-Council Appointments and Honourariums".
 - 2.7 The Committee shall meet on an as needed basis. All meetings will be open to the public and will be advertised via notice posted on the Municipality of the District of Lunenburg's (MODL) website.
 - 2.8 Two (2) members of the Committee shall form a quorum.
3. Staff Support
 - 3.1 Administrative services for the Committee will be provided by the Municipality, this would include scheduling the meetings, preparation of agendas and minutes.
 - 3.2 The Committee shall be supported by MODL staff and consulting resources when required. Staff will attend meetings as a resource to the Committee.
 - 3.3 All meetings shall be conducted in accordance with Roberts Rules of Order and Policy MDL-37 "Code of Conduct".
4. Duties

In accordance with the *Fences and Detention of Stray Livestock Act*, the Committee shall perform the following duties, which include but are not limited to:

- 4.1 Convene meetings within seven (7) days of receiving notification in writing of a fencing dispute or by the Municipal Clerk.
- 4.2 Hearing fencing disputes between the owners of livestock farms or between the owner of a livestock farm and a non-livestock farm and who have notified the Clerk in writing. With respect to the matter referred to the Committee, the Committee may, by written order:
 - a) Determine the location, height and materials of construction of any fence;
 - b) Determine the manner of maintenance of a fence;
 - c) Direct the owner of a farm to construct or maintain any fence in accordance with the Act;
 - d) Determine the proportion of costs of building and maintaining any fences and common boundaries to be borne by each of the adjoining livestock farm owners pursuant to the Act; and,

- e) Take any immediate action necessary, including, but not limited to, the removal and boarding of livestock if its determined there is a risk to the public, the livestock or property.
- 4.3 Direct the sale or other disposition of stray livestock, provided subsections (2), (3), and (4) of Section 9 of the Act have been complied with.
- 4.4 Dispose of stray livestock in such as manner as it deems fit, should no offer or reasonable offer be made at sale.
- 4.5 Distribute the proceeds of the sale or disposal of stray livestock that arise between the owner of the livestock, the person detaining it or the Municipality.
- 4.6 Provide leadership in the arbitration of disputes with the best interests of public and livestock safety, welfare and accepted farm practices.
- 4.7 The Livestock Fencing Guidelines will provide a reference document for committee members to determine proper fencing needs in livestock control and protection.

5. Related Legislation

- *Fences and Detention of Stray Livestock Act*
- Livestock Fencing Guidelines 2013

Approved by Council -



Council
June 26, 2018
Item: 10.1.3
Authorization: K. Malloy

Municipality of the District of Lunenburg

June 19, 2018

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

Dear Mayor and Councillors:

The Policy & Strategy Committee in session on Tuesday, June 19, 2018, made the following
recommendations to Council:

1. That Municipal Council repeal Policy MDL-17 Promotional Advertisements and gave
seven (7) days' notice of its intention to repeal Policy MDL-17 at the June 26, 2018
Council meeting.

Respectfully submitted,

Chairman and Members
Policy & Strategy Committee

/trb
Attachments



Municipality of the District of Lunenburg

210 Aberdeen Road Bridgewater Nova Scotia Canada B4V 4G8
Phone: 902-543-8181 / Fax: 902-543-7123 / Web Site: www.modl.ca

MEMORANDUM

TO: Mayor Bolivar-Getson & Municipal Councillors

FROM: Sherry Conrad, Municipal Clerk

DATE: March 21, 2018

RE: **Recommendation re Repeal of Policy MDL-17 Promotional Advertisements**

The Policy & Strategy Committee, in session on June 19, 2018, received a report on the repeal of the Promotional Advertisements Policy. The Committee made a motion to recommend to Council that Municipal Council repeal Policy MDL-17 Promotional Advertisements and gave seven (7) days' notice that the repealing of the Policy would be considered at the June 26, 2018 Council meeting.

Section 48(1) of the *Municipal Government Act* states, "Before a policy is passed, amended or **repealed**, the Council shall give at least seven days' notice to all council members." Therefore, in accordance with Section 48(1), the attached Policy MDL-17 will be presented to Council for repeal at the June 26, 2018 Council session. The Policy and Strategy Committee meeting of June 19, 2018 was hereby considered as council notice.

The following motion is required to repeal the Policy:

"That Municipal Council repeal Policy MDL-17 Promotional Advertisements.

Sherry Conrad

/sac
Attachment

**Municipality of the District of Lunenburg
POLICY**

Title: Promotional Advertisements	
Policy No. MDL- 17	
Effective Date:	Amended Date:

- 1.0 Purpose**
Regarding *Promotional Advertisements*, Council adopts a policy that no promotional advertisements will be accepted, except in special circumstances as initiated by Council.

Clerk's Annotation for Official Policy Book	
Date of Notice to Council Members	
Date of Passage of Current Policy:	<u>February 12, 2002</u>
I certify that this " <i>Promotional Advertisements Policy</i> " was adopted by Council as indicated above.	
_____	Date
Municipal Clerk	

To provide assistance for the delivery of a new or expanded cultural, social, heritage and/or recreation program.

- 5.3 **Major Recreation Capital** – See *Schedule C* for criteria
To provide assistance for the expansion or improvement of an indoor or outdoor cultural, social, heritage and/or recreation facility and/or equipment for capital projects \$10,000 or more.
(amended Sept. 23, 2014)
- 5.4 **Community Recreation Capital** – See *Schedule D* for criteria
To provide assistance for the expansion or improvement of an indoor or outdoor cultural, social, heritage and/or recreation facility and/or equipment for projects under \$10,000.
(amended Sept. 23, 2014)
- 5.5 **National/Provincial Event** – See *Schedule E* for criteria
To provide assistance for the hosting and/or the delivery of a National or Provincial event.
(amended Sept. 23, 2014)
- 5.6 **Canada Day** – See *Schedule F* for criteria
To provide assistance for the hosting of a community celebration on July 1st that recognizes Canada Day. (amended Sept. 23, 2014)
- 5.7 **Youth Travel** – See *Schedule G* for criteria
To provide assistance to individuals, teams or groups of youth travelling to national competitions in sport or cultural events. (amended April 13, 2010, Sept. 23, 2014)
- 5.8 **Pro Kids Program** – See *Schedule H* for criteria
To provide assistance to individuals, who reside in the Municipality, who due to lack of financial support, would not be able to benefit from recreational, sport or cultural activities.
(amended Sept. 23, 2014)
- 5.9 **Community Economic Development** – See *Schedule I* for criteria
To provide assistance for the development of projects, events or initiatives that promote the area and foster community economic growth. (amended April 9, 2013, Sept. 23, 2014)
- 5.10 **Sponsorship Ad/Donation of Prizes Requests** – See *Schedule J* for criteria
To provide assistance for advertising to local, not-for-profit organizations for projects, events, or initiatives that benefit residents of and are within the mandate of the Municipality.
(amended Sept. 23, 2014)
- 5.11 **Remembrance Day Grant** – See *Schedule K* for criteria
To provide assistance for hosting a community event on November 11th in recognition of our Veterans and those currently serving our country. (amended Sept. 23, 2014)
- 5.12 **Elite Athlete Travel Grant** – See *Schedule L* for criteria
To provide assistance to elite athletes in Lunenburg County with their travel when competing at International events. (amended Sept. 23, 2014)
- 5.13 **Leadership Training Grant** – See *Schedule M* for criteria
To provide assistance to volunteers seeking training that will continue to expand the programs, services and activities provided by community organizations. (amended Sept. 23, 2014)
- 5.14 **Events Promotion Grant** – See *Schedule N* for criteria
To provide assistance for event promotions that will see participants and spectators attend from outside the District. (amended July 25, 2017)

Schedule I

COMMUNITY ECONOMIC DEVELOPMENT

The Municipality of the District of Lunenburg offers a Community Economic Development Grant to assist communities and not-for-profit groups with the development of projects, events or initiatives that help to promote the area and foster community economic growth, and support and strengthen the local tourism industry.

Funding Use

- A project, event; or
- Initiative that will promote the area and foster community economic growth

Eligibility

- Only not-for-profit community organizations that serve or provide a benefit to residents of the Municipality of the District of Lunenburg are eligible.
- Applicants must demonstrate that the project, event or initiative will improve upon or grow the economy or community in the Municipality of the District of Lunenburg.
- Applicants must demonstrate that the project, event or initiative contributes to the community and fits within the mission of the Municipality of the District of Lunenburg.
- Must be for a public event, project or initiative where the need for financial assistance is demonstrated and for which Council deems is within its mandate to support.
- The project, event or initiative must meet the objective of promoting community economic growth within the Municipality of the District of Lunenburg.
- Projects, events or initiatives commenced prior to application will not be considered
- Applicants are eligible to receive a grant, provided that a clear 24 (twenty-four) months has passed between any previous grant application under this program
(amended Sept. 23, 2014)

Procedures

- A completed, signed application form is required.
- Applications will be received throughout the year, allow 1 to 2 months from anticipated start date for processing. Exceptions may be made for emergency situations.
- Applicants must submit a proposed budget.
- Applicants must include a profile of the organization, including the people/community served by the project, event or initiative and the benefits to the community by demonstrating significant community availability.
- Applications will be approved by the Economic Development Officer and notification sent to Councillors
- Applicants must recognize the Municipality of the District of Lunenburg as a participating sponsor (e.g. brochures, programs, advertisements)
[amended Nov.10/09] (amended Sept. 23, 2014)

Funding

- Applicants are eligible for up to 50% of the total cost of the project to a maximum of \$1,000.00
- Upon approval of a grant, the recipient can request 75% of the grant upon project start. The final 25% is available upon proof that the project is complete.

SCHEDULE J
SPONSORSHIP AD REQUESTS/DONATION OF PRIZES [amended April 9, 2013]

The Municipality of the District of Lunenburg offers support for advertising or fundraising to local, not-for-profit organizations for the promotion of events, programs, or initiatives that are of direct benefit to residents of the Municipality and are within the general mandate of the Municipality as a whole.
(amended Sept. 23, 2014)

Eligibility

- Any community group that wishes to apply for a Sponsorship Ad or Donation of prizes Request from the Municipality of the District of Lunenburg in an amount greater than \$100.00 shall complete the 'Sponsorship Ad/Donation of Prizes Request Application Form'.
- Requests in amounts of \$100.00 or less shall submit a written request to the Recreation Department in place of the Application Form. An e-mail is acceptable.
- To be successful, an application must meet the mandatory criteria as described in the 'Sponsorship Ad/Donation of Prizes Request Evaluation Form', regardless of the amount requested.
- Applications shall be received throughout the year, and approved as the Sponsorship Ad/Donation of Prizes Request budget allows and upon availability of prizes. Requests shall be approved on a first-come, first-serve basis.
- Organizations shall only be approved for a maximum of \$500.00 per year, which includes a combination of cash and prize value.
- Requests must be received by Staff at least one month prior to the date that funds are required.
(amended Sept. 23, 2014)

Procedures

- The Audit and Finance Committee shall develop the mandatory criteria by which the applications shall be reviewed by staff.
- Upon receipt of an application for a Sponsorship Ad or Donation of Prizes for any amount, the Recreation Director or Program Co-ordinator shall review applications against the mandatory criteria.
- Staff will deny those applications that do not meet the mandatory criteria.
- Staff will approve grants or prize donations under the value of \$100.00.
- All other applications shall be referred to the Audit and Finance Committee.
- The Audit and Finance Committee has the authority to approve sponsorship ad grants or prize donation requests up to the maximum cash or prize value.
- Once a sponsorship ad request or donation of prize request has been approved, Recreation Staff will arrange for the pickup of either the cheque or prize(s).
(amended Sept. 23, 2014, Jan. 26, 2016)



SPONSORSHIP AD REQUEST

APPLICATION FORM

For requests of \$50.00 or more.

Please complete and return to Lunenburg Municipal Recreation Department.

Name of Organization applying

Contact Person

Position

Mailing Address

Business telephone

Home telephone

Email

Charitable Registration # (if applicable)

N.S. Registry Joint Stock # (if applicable)

Describe advertising publications

Anticipated start date _____ Number expected to be distributed in MODL _____

Describe the advertisement (attached proposed or previous program if possible):

Describe how the funds requested will be allocated (i.e. printing, administration costs, etc.).

Municipal funding requested \$_____ **Include a proposed budget itemizing revenues and expenses.**

Does your organization commit to provide any of the following:

- Recognize MODL or use the Municipal logo in the ad
- A proof for approval before printing.
- A copy of the final ad with the invoice.

Previous sponsorship ad approvals:
\$ _____

May the District of Lunenburg give a direct donation to the organization if the sponsorship request does not meet our criteria? Yes No

I certify that, to the best of my knowledge, the information provided in this application is accurate and complete and that the sponsorship ad is endorsed by the organization which I represent.

Name (Print)

Signed

Position (Chair, Vice Chair, Secretary or Treasurer)

Date

Mailing Address

Telephone

E-mail Address (if applicable)

**** Attach any additional supportive information****

Return to: Lunenburg Municipal Recreation, 210 Aberdeen Rd., Bridgewater, NS B4V 4G8 Fax: (902) 527-1135
 For information: (902) 541-1343 or email recreation@modl.ca

- FOR OFFICE USE ONLY -



SPONSORSHIP AD REQUEST

EVALUATION FORM

Organization: _____

Amount requested: _____

\$ _____

Evaluation of how the attached sponsorship ad request meets the following criteria:

Mandatory Criteria*	Score
A non-profit organization	<input type="checkbox"/> Yes <input type="checkbox"/> No
Local chapter, committee, or membership	<input type="checkbox"/> Yes <input type="checkbox"/> No
Benefits residents and within mandate of MODL	<input type="checkbox"/> Yes <input type="checkbox"/> No
Recognize MODL or use MODL logo in the ad	<input type="checkbox"/> Yes <input type="checkbox"/> No
Under \$500	<input type="checkbox"/> Yes <input type="checkbox"/> No
Within \$500/year limit	<input type="checkbox"/> Yes <input type="checkbox"/> No

* If any of the mandatory criteria are not met, the application is automatically denied.

Other Evaluation Criteria	Weighting	Score
Distribution estimate/exposure numbers	5	
Directly benefits the organization	5	
Option of a direct donation to the organization	5	
Commitment to provide a proof for approval before printing	5	
Commitment to provide a copy of the final ad with the invoice	5	
	MAXIMUM SCORE	25
	PASSING SCORE	20

Approved

Denied

Reviewed by staff: _____ Date: _____

If approved:

Reviewed by Communications & Public Relations Standing Committee (date): _____

MEMO

TO: Municipality of the District of Lunenburg Council
FROM: Trudy Payne, Acting Deputy CAO
RE: Lunenburg Harbour Health Advisory Group
DATE: June 26, 2018

At the May 22, 2018 Council meeting correspondence was received from the Bluenose Coastal Action Foundation (BCAF) inviting Council to appoint a representative, particularly a Councillor, to participate in the stakeholder engagement process and to become a member of the Lunenburg Harbour Health Advisory Group. Staff were directed to seek more information concerning the proposed terms of reference for this group and to bring the matter back to Council.

The Acting Deputy CAO had a meeting with Brooke Nodding, Executive Director for BCAF. The following are the points that were made at the meeting:

1. The terms of reference sent to Council are a draft. They will be finalized once the Group has been established and have discussions concerning their role.
2. The establishment of this Group is a result of the public meeting held in Lunenburg November 2017 concerning the health of the Harbour.
3. The Lunenburg Harbour Health Advisory Group is not a Committee of the Lunenburg Town Council. It is a standalone group as outlined under the definitions in the draft terms of reference.
4. The main purpose of the group is to come together to discuss issues and to look at solutions. Any advocacy will be based on the direction of the group.
5. BCAF's commitment with the Town of Lunenburg is to initiate the process.
6. The Town of Lunenburg has committed \$15,000 this year to have BCAF conduct a water quality program. They will not be approaching MODL for funds this year for the program.
7. The Town of Lunenburg has appointed Councillor Matt Risser and their Engineer as their staff resource.
8. Councillors can be appointed for a one- year term. This would be left to each Council to decide.
9. The minimum commitment of members and staff is to meet at least three times a year. The time commitment will be dependent on issues the group decides to focus on.
10. To date BCAF has commitment from seven industry/business/tourism-recreation stakeholders. The draft terms of reference are seeking eight representatives. They do not have the two citizen representatives, as yet.
11. BCAF is aiming to have the first meeting of the Group in July 2018.

BCAF is hoping the above information helps clarifies the process and responsibilities and that Council will appoint a Council representative to serve on the Advisory Group and to assign a staff person as a resource.



Municipality of the District of Lunenburg

210 Aberdeen Road Bridgewater Nova Scotia Canada B4V 4G8
Phone: 902-543-8181 / Fax: 902-543-7123 / Web Site: www.modl.ca

MEMORANDUM

TO: Richard MacLellan, CAO, Town of Bridgewater
Maureen Hughes, Acting CAO, Town of Mahone Bay

CC: Siew Secord, COO, Municipal Joint Services Board

FROM: Kevin Malloy, Chief Administrative Officer

DATE: June 13, 2018

RE: Municipal Joint Services Board Agreement

Please find attached an updated copy of the Municipal Joint Services Board Agreement.


During the review by the Municipal Units, two sections received minor changes. The amendments are as follows:

Clause 14(6), adding the word “total” in the sentence “Councils are deemed to have approved any matter pursuant to subsection (5) where at least two parties (or a majority if there are more than three parties) representing at least 51% of the **total** municipal operating contributions have approved the matter.

Clause 13(A)(3) amendment: A proposal to evaluate a new shared service must be approved by at least two parties (or a majority if there are more than three parties) prior to beginning a review. Any professional service provider costs associated with the review to be payable to third parties must be borne **solely** by the party Council(s) undertaking the review, with each party Council’s operating contributions **to the Board to be used as a guide in determining the proportionate costs of each party Council, although the party Councils may negotiate among themselves to contribute in any other proportion.**

I ask that each unit take this amended version of the Agreement to their respective Council’s for review and approval. When approval is received, a final version will be sent for signatures.

Regards,


Kevin Malloy, CPA CA
Chief Administrative Officer

(2) Additional member municipalities may join the Joint Services Board by amendment to this agreement consented to by the Council of each of the parties.

Joint Services Board

5. (1) The Joint Services Board shall be governed by a Board of Directors, which shall consist of:

3 members and an alternate, appointed by the Town of Bridgewater

3 members and an alternate appointed by the Town of Mahone Bay

3 members and an alternate appointed by the Municipality of the District of Lunenburg

(2) Each participating municipality shall appoint members (who may, but need not, be members of the council) to be that municipality's voting Directors on the Board.

- a) Directors shall be appointed to the Board for a term as set by each participating/appointing municipality with said term not to be less than one year and not more than four years.
- b) Any director appointed by a municipal council serves at the pleasure of that Council and may be replaced by the council at any time.
- c) Notwithstanding the foregoing, in the event of any vacancy that occurs with respect to a Director, the Council appointing such member shall appoint a replacement within six weeks after receipt of notice of vacancy from the Board.

(3) A quorum of the Board shall be a majority of its serving Directors

(4) No Director shall vote on any question relating to the provision of services which his or her Municipality is not receiving, subject to the proviso that the delivery of such services may impact the Shared Services Authority's ability to deliver other services, or that such question may or will impact that Director's Municipality, in which case the Director shall notify the Board of his or her intention to participate in the vote, state the reasons behind such intention, after which the Director shall be permitted to vote on such question or questions.

Objects of the Board

6. The prime objective of the Board is to administer on behalf of the participating municipality the joint services assigned to the Board as per each schedule attached to the agreement. The object of the Board is also to identify opportunities for increased sharing of services among the partner municipalities, and at the request of the partners, develop joint service agreements with the partners, and operate the services as agreed.

- To make the most out of every municipal tax dollar raised;
- To create a more sustainable local government organization;

(1) Services to be shared through the Board will be established through individual schedules to this Agreement, which will outline the service requirements, reporting, and financial conditions of the transfer of assets and liabilities from the partner municipal units.

- (2) The Board will communicate regularly with the partner councils on its progress in identifying shared services, on its operating performance and future plans.
- (3) The Board will liaise with other organizations as required to further the shared services goals.
- (4) The Board may enter into agreements with other organizations to provide municipal services transferred to it through this agreement.

Area of Jurisdiction

7. The jurisdiction of the Board is the geographic area of the parties, and the Board may also, by contract, provide services in additional municipalities.

Chief Operating Officer

8. (1) The Board of Directors shall appoint a Chief Operating Officer to manage the operations of the Board. The Board of Directors shall provide directions for an annual performance assessment of the Chief Operating Officer.

(2) Notwithstanding subsection 8(1), the Board may appoint an alternate position(s) in lieu of a Chief Operating Officer to manage the specified operations of the Board. The Board of Directors shall provide directions for an annual performance assessment of this alternate position(s).

(3) The Chief Operating Officer, or alternate, shall report directly and be accountable to the Board of Directors, through the Chair.

(4) The parties agree that the Board shall adopt the Chief Administrative Officer model of governance in compliance with Sections 28 to 31 of the Act for the Chief Operating Officer's role.

(5) Not less than annually, the Chief Operating Officer shall meet with each Chief Administrative Officer, or alternate, of the parties to assess overall service delivery in the preceding 12 months and to plan for the anticipated needs, costs, and delivery of services for the ensuing 12 months and beyond.

Annual Business Plan

9. (1) The Chief Operating Officer, or alternate, shall be responsible to present to the Board and the Board shall in each year adopt an annual business plan for the coming fiscal year and a long-range business plan, each of which are subject to the approval of the Councils. The annual business plan and the long range business plan shall promote improvement and efficiency in service delivery, asset management and cost allocation, based upon generally accepted best practices, Municipal Financial Indicators and benchmarks.

(2) Subsections 10(2), 10(3) and 10(5) apply to the annual business plan and the long-range business plan. Further to these requirements, and not less than 45 days in advance of presentation to the Board, the Chief Operating Officer, or alternate, shall confer with the Chief Administrative Officer of each party, with respects to both requested future levels of service to be provided and with respect to the estimated budgetary consequences arising therefrom.

Operating Budget

10. (1) Following the consultation process required in subsection 9(2) the Chief Operating Officer, or alternate, shall prepare a recommended operating budget in accordance with the best available financial information, prepared in accordance with the applicable accounting standards. Such budget shall contain the recommended operating expenditures required to provide the services provided for in this Agreement.
- (2) The Annual Operating Budget, after approval by the **Board**, is subject to the approval of the Councils.
- (3) Councils are deemed to have approved the annual operating budget pursuant to this section where at least two parties (or a majority if there are more than three parties) representing at least 51% of the municipal operating contributions have approved the budget. (Reference may be made to Section 19 for an explanation of Operating Contributions).
- (4) The Annual Operating Budget shall be submitted by the **Board** to the Chief Administrative Officer of each party on or before January 15 in the fiscal year preceding the fiscal year for which it is to have effect. Pending Budget Approval pursuant to subsection 10(3) the Board shall not expend funds in excess of the prior year's budget on a monthly pro rata basis.
- (5) If a party fails to approve the Annual Operating Budget but does not notify the Board that it has refused to approve the Annual Operating Budget within sixty days after it was received, that party is deemed to have approved the Annual Operating Budget as submitted.
- (6) If the Annual Operating Budget is not approved at the start of a fiscal year, the Board may borrow to cover the operating costs of the Board for the budget approved by the Board, provided that the amount so borrowed does not exceed fifty per cent of the gross operating revenue of the Board for the preceding fiscal year.
- (7) Any surplus or deficit from a prior year is to be included in the operating budget for the subsequent fiscal year. For greater certainty, parties will not be required to make separate payments to the Board to cover their share of any deficit, nor are they entitled to a distribution of any surplus.

Supplementary Budgets

11. (1) The Board may not expend money in excess of that budgeted in the Annual Operating Budget and any supplementary budget.
- (2) The Board may from time to time adopt supplementary budgets with respect to expenditures not included in the annual operating budget provided that the total of all such supplementary budgets does not exceed \$100,000 and is required to provide the services provided for in this Agreement.
- (3) The Board may, with the approval of the Councils, adopt a supplementary budget for expenditures that exceed \$100,000.

(4) Councils are deemed to have approved a supplementary budget pursuant to this section where at least two parties (or a majority if there are more than three parties) representing at least 51% of the municipal operating contributions have approved the supplementary budget.

Annual Capital Budget

12. (1) Following the consultation process required in subsection 9(2) the Chief Operating Officer, or alternate, shall prepare and recommend a capital budget in accordance with the best available financial information, prepared in accordance with accepted accounting standards. Such budget shall include all proposed expenditures and funding sources, required to provide the services provided for in this Agreement.

(2) The Annual Capital Budget, after approval by the **Board**, is subject to the approval of the Councils.

(3) Subsections 10(2), 10(3) and 10(5) apply to the Annual Capital Budget.

(4) The **Board** shall be responsible for any capital borrowing required to implement the Annual Capital Budget.

(5) The Council of each party undertakes to guarantee any capital borrowings required to implement the Annual Capital Budget, with each unit guaranteeing an amount equal to their units percentage of the total municipal unit's contribution to the capital budget.

(6) The Annual Capital Budget shall be submitted by the Board to the Chief Administrative Officer of each party on or before January 15 in the fiscal year preceding the fiscal year for which it is to have effect.

Five-Year Capital Plan

13. (1) Following the consultation process required in subsection 9(2) the Chief Operating Officer, or alternate, shall, in each year, present to the Board and the **Board** shall adopt a Five-Year Capital Plan, subject to the approval of the councils.

(2) Subsections 10(2), 10(3) and 10(5) apply to the Five-Year Capital Plan.

13(A) Addition of Services:

1) In accordance with the objects of the Board, the goal of the Board is to work to outline and explore new opportunities for shared services.

2) Recommendations on potential services to consider may originate from the Board or one of the partner Councils.

3) A proposal to evaluate a new shared service must be approved by at least two parties (or a majority if there are more than three parties) prior to beginning a review. Any professional service provider costs associated with the review to be payable to third parties must be borne **solely** by the party Council(s) undertaking the review, with each party Council's operating

contributions to the Board to be used as a guide in determining the proportionate costs of each party Council, although the party Councils may negotiate among themselves to contribute in any other proportion.

- 4) The review proposal to partners must include:
 - a. The activities and authorities to be considered;
 - b. Related policy or strategic decisions that will remain with partner Councils;
 - c. The benefit hoped to be achieved by entering into a shared service arrangement; and
 - d. An estimated cost to complete the evaluation.
- 5) An evaluation shall consider different service delivery models, for example:
 - a. Provision of the service by the Board;
 - b. Joint contracting with a 3rd party for provision of the service; or
 - c. Provision of service by one of the partners.
- 6) If, after completing an evaluation, the Board is supportive of creating a new shared service, the Board may provide a recommendation to partner Councils which shall include:
 - a. a service delivery model;
 - b. the base level of service proposed to be provided partners, as well as any additional services that may be provided to individual units;
 - c. A proposed cost model for the service;
- 7) Each partner shall have the opportunity to consider the proposed shared service arrangement and come to a decision based on the best interests of the each respective partner municipality.

13(B) For greater clarity, Section 13(A) does not exclude any of the participating units from exploring other service sharing arrangements outside of this agreement.

Contracting

14. (1) The **Board** may contract with other municipalities to provide municipal services to them or to utilize their **services, facilities or expertise**.
- (2) The **Board** may contract with municipal units that are parties to this Agreement to provide additional services to them or to utilize their facilities or expertise.
- (3) The **Board** may contract with other persons to provide services to them or to obtain services from them, either on or off the Board's sites, and whether the service is expressly one of the **Board's** objectives pursuant to Section 6 or otherwise.
- (4) When the **Board** contracts with a municipality or other person to provide a service or an addition to service, the contract must not impose any additional net cost on the **Board** and/or parties to this Agreement.
- (5) Notwithstanding subsection (4), the **Board** may absorb part of the cost of the service with the approval of the Councils of the parties to this Agreement
- (6) Councils are deemed to have approved any matter pursuant to subsection (5)

where at least two parties (or a majority if there are more than three parties) representing at least 51% of the **total** municipal operating contributions have approved the matter.

Disposal of Assets

15. (1) The **Board** may dispose of any of its assets but the disposal of any asset valued at over \$100,000 is subject to the approval of the Councils.
- (2) Councils are deemed to have approved any disposition pursuant to this section where at least two parties (or a majority if there are more than three parties) representing at least 51% of the municipal operating contributions have approved the disposition.

Fiscal Year

16. The fiscal year of the **Board** is the fiscal year of a municipality.

Powers

17. (1) The **Board** has, for the purpose of carrying out its responsibilities pursuant to this agreement,
- (a) the exclusive authority to manage, operate and maintain any facility operated by it (whether owned by it or not) within the approved budgets;
 - (b) the authority to enter into contracts authorized by this agreement;
 - (c) the authority to generate revenue by charging for the services provided by the **Board**, including the establishment of fees of all kinds;
 - (d) the ability to establish:
 - (i) rules and procedures governing meetings of the **Board**;
 - (ii) internal policies respecting the operation and management of the **Board** including signing officers and auditors;
 - (iii) internal policies respecting conditions of employment, purchasing policies, disposal of assets policies, records management and like matters;
 - (iv) generally all necessary rules, regulations and policies needed to achieve the objectives of the **Board**.
 - (e) the power to borrow pursuant to the provisions of the *Municipal Government Act* and with the approval of the council of each party for any capital borrowing;
 - (f) the power to establish operating and capital reserve funds;

- (g) the power to make provision for the use of equipment, facilities and services;
- (h) the power to retain personnel;
- (i) the power to establish rates, charges and fees for services provided by the Board;
- (j) the power to hold, acquire and, subject to the terms of this agreement, dispose of real property;
- (k) the power to acquire assets, provided that the acquisition of any asset valued at over \$100,000 not included in the year's approved Annual Capital Budget requires the approval of the councils;
- (l) the power to dispose of assets as provided in this agreement;
- (m) the authority to apply for grants, rebates and other revenues that will reduce the net cost of the services provided;
- (n) commence and/or defend legal causes of action and/or any other legal thing or proceeding; and
- (o) such other powers as may be necessary or incidental to the achievement of its objectives.

(2) Councils are deemed to have approved any matter pursuant to clause (1) (k) where at least two parties (or a majority if there are more than three parties) representing at least 51% of the municipal operating contributions have approved the matter.

Financial and Performance Reporting

18. (1) The **Board** shall report on its operational performance and financial position to each of the parties at least monthly. In addition, the Board will provide quarterly billing adjustment reports by service to the partners that would reflect the extent of use of each service and variance from the budget.
- (2) The **Board** shall provide the parties with audited financial statements as soon after the end of its fiscal year as is feasible, and in no event later than September 1 in the subsequent fiscal year.
- (3) The **Board** shall provide the parties with unaudited financial statements as soon after the end of its fiscal year as possible, and in no event later than May 30 in the subsequent fiscal year.
- (4) Unless specified differently in the service schedule, each service shall be reviewed once every 4 years to assess the extent to which the shared service is meeting its objective(s).

Financing

19. (1) The Joint Services Board shall deliver the Shared Services to the Parties on a user pay/unit costs basis or an alternate basis and as more specifically defined in the Schedules hereto for each Joint Service provided.
- (2) All parties will pay their costs of the approved joint services budget on a monthly basis, in a manner that minimizes the need for short term borrowing by the Board for operating expenses.
- (3) User fees will generally be set at a level to recover the costs of the Board including overhead and debt charges.

Limitations

20. The Joint Services Board is bound by
- (a) the *Municipal Government Act*, including Part XX (freedom of information and protection of privacy);
 - (b) the Privacy Act (Canada);
 - (c) the agreement on interprovincial trade and applicable provincial government procurement policies; and
 - (d) any general municipal agreements to which all of the parties to this agreement have consented.

Alterations

21. This agreement may only be altered by agreement in writing approved by the Council of each party.

Termination

22. (1) The parties may, if approved by the Council of each party, terminate this agreement on such terms as to the distribution of the assets and liabilities of the Joint Services Board as may be agreed.
- (2) If the parties are unable to agree on the division of the assets and liabilities of the Joint Services Board, those assets, liabilities and future liabilities shall be divided according to the respective shares of each party in the equity of the Joint Services Board as determined by a Certified Business Valuator, as of the date of termination.
- (3) The share of a party in the equity of the Joint Services Board is determined by their proportional share of the costs of the services for which that unit has received as is evidenced in the Schedules to this Agreement.
- (4) In the event a party or parties cannot agree to the determination of the equity as provided for in subsection 22(3), the equity shall be as determined by a Certified Business Valuator, as of the date of termination.

Termination by One Party

Curtailement/Withdrawal of Shared Services by One Party

23. (1) Subject to subsections 22(2), 23(3), 23(4), 23(5) and 23(6) a participating party is entitled to request a curtailment of or withdrawal from any Shared Service being provided to it by Shared Services Authority. The manner and timing of such curtailment or withdrawal shall be negotiated between the Municipality and the Board of Directors, following the analysis and recommendation of the Chief Operating Officer.
- (2) Any party may terminate its participation in this agreement by providing each of the other parties with notice to that effect, whereupon the party opting to withdraw must provide a minimum of five (5) years' notice of the effective date of that party's withdrawal in order to cease to be a party to this Agreement. Notwithstanding the foregoing, notice periods for Schedules to this Agreement subsequent to Schedule 1 may vary, and reference must be had to those particular Schedules.
- (3) A party that withdraws from this agreement or from a provision of a service is not entitled to receive any assets of the Joint Services Board without unanimous agreement of the remaining participating parties and shall be responsible for severance and other costs imposed by its withdrawal, and
- (4) A party continues to be liable after termination of its participation in this Agreement or from a provision of a service for its proportionate share, equal to its share as shown on the books of the Joint Services Board as of the termination date, of
- (a) any outstanding borrowings of the Joint Services Board;
 - (b) any outstanding closure or clean-up costs with respect to facilities operated by the Joint Services Board in the provision of a service, whether closed or yet to be closed, excluding only any costs imposed by actions at the site after the withdrawal;
 - (c) any termination costs for employees of the Joint Services Board made redundant because the party ceased to be a party to this agreement, or its withdrawal from a service; and
 - (d) any liabilities of the Joint Services Board existing at the time of its withdrawal
- (5) A party that has terminated its participation in this agreement or withdraws from the provision of a service is not entitled to any share in the assets of the Joint Services Board.
- (6) A party that has terminated its participation in this agreement or from the provision of a service under this Agreement may be liable for future contributions to the Joint Services Board. Any such future contributions shall be ultimately determined by a competent mediator or arbitrator appointed by the Municipal Units.

Whole Agreement

24. This agreement, together with any amendments in writing, constitutes the whole agreement among the parties on this subject notwithstanding any other allegations or alleged agreements or undertakings.

Review

25. The parties agree to conduct a formal review of this agreement
- (a) every four years; and
 - (b) whenever the membership changes, either by the agreed addition of a new party or by the dissolution, merger or termination of any party.
26. Should a municipality experience a service issue with a service outlined in a schedule to this agreement:
- 1) the Chief Administrative Officer shall put the concern in writing to the Chief Operating Officer.
 - 2) the Chief Operating Officer and Chief Administrative Officer will strive to resolve the matter within 60 calendar days.
 - 3) if the matter is not resolved the issue will be placed on the next Board meeting agenda following the 60-day period.
 - 4) After considering the matter, if the Board is not able to identify a resolution to the issue, notice of the unresolved matter will be given to the partner Council.
 - 5) The Council may initiate the dispute resolution process as identified in s. 27 of this agreement.

Dispute Resolution

27. (1) In the event the parties cannot agree on any matter not specified in this agreement or on the interpretation of this agreement, they agree to refer the matter of disagreement to a single arbitrator pursuant to the provisions of the Arbitration, and more particularly as follows:
- a) The single arbitrator shall be such as the parties may agree to on or before thirty (30) days from submission by either party of the dispute to arbitration; in default of agreement on or before the expiration of such thirty (30) day, then within ten (10) days thereafter each party shall appoint an arbitrator, and the two so chosen shall appoint a third arbitrator. If either party defaults in such appointment within the said ten (10) days, the arbitrator appointed by the other party shall act as sole arbitrator as if appointed by both parties.

- b) The costs of such arbitration shall be born equally by the parties unless otherwise ordered by the arbitrator.

Governing Law

28. The law governing this agreement is the law of Nova Scotia.

DATED at Bridgewater, in the County of Lunenburg and Province of Nova Scotia, the day and year first above written.

IN THE PRESENCE OF:

) THE MUNICIPALITY OF THE DISTRICT
) OF LUNENBURG
)
)
) Per: _____
)
)
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SCHEDULE 1 – SOLID WASTE MANAGEMENT

1. Definitions

- (a) “Full Costs” means all costs associated with the provision of a service, including operating, capital, borrowing costs and principle payments, but does not include amortization
- (b) “Waste Disposal Agreement” means the Inter-Municipal Agreement executed on June 29, 2000 between the Municipality of the District of Lunenburg, the Town of Bridgewater, the Town of Mahone Bay and the Town of Lunenburg
- (c) “Waste Disposal Site” means approximately 160 acres of land at Whynott’s Settlement, Lunenburg County on which there are presently solid recovery and disposal systems, and septic waste treatment systems and which is more fully described in Schedule 1-A, attached hereto.

2. General

The parties to the Board Agreement hereby agree through this Schedule to manage municipal solid waste resources and waste water resources at the *Waste Disposal Site*, and in particular to authorize the Board to:

- (a) operate, maintain and further develop an integrated solid waste resource management system for the parties which is environmentally sound, socially acceptable and financially feasible;
- (b) strive for the optimum balance between maximizing long term benefits with regard to waste-resource diversions from disposal and minimizing the capital and operating costs of implementing the solid waste resource management system;
- (c) strive for economic self-sufficiency;
- (d) maintain and improve programs aimed at waste reduction, reuse, recycling, composting, household hazardous waste, construction and demolition debris, and residential waste management that will achieve Provincial targets and that will comply with the disposal bans imposed by the Solid Waste Resource Management Regulations; make regulations establishing what waste may be disposed of, and where;
- (e) maintain the Solid Waste Collection System(s) for the parties;
- (f) exceed the Provincially mandated diversion targets where it is deemed environmentally, socially or financially beneficial to do so;
- (g) increase public awareness and participation in the solid waste management system;
- (h) ensure consultation with the public to ensure decisions made by the Authority are sensitive to the needs and desires of the population;
- (i) operate the solid waste resource management system in a financially responsible and equitable manner on behalf of the municipal partners; and
- (j) adopt a business model for the provision of services.

3. Financial

- (a) In formulating the operating budget, the Chief Operating Officer or alternate shall ensure that the full costs of the solid waste management service are recovered through user fees.
- (b) The Board may generate revenue by charging for the services provided by the **Board**, including the establishment of tipping or dumping or disposal fees and other fees of all kinds;
- (c) The Board will establish reserves for closure costs of any facility operated by the Board for which adequate closure funds are not otherwise provided.
- (d) Subject to subsection 19 (1) and 19(2) all parties will pay tipping fees for all curbside waste collected and brought to the site operated by the Board. Upon demonstration of the need of funds for cash flow, each party shall, at the commencement of a fiscal year, advance to the Board one-twelfth of each parties estimated contribution to the fiscal years operating budget. At the close of the fiscal year the Board shall reconcile the actual contribution for the advance payment to the estimated amount and invoice or refund the parties as appropriate.
- (e) All tipping fees will be set at a level sufficient to recover all of the costs of the Board related to waste management at the Waste Disposal Site, including overhead and debt charges.
- (f) Subject to subsection 19(1) Tipping fees for persons who are not parties to this agreement (including private collectors and ICI waste) shall be at least as high as those charged to the parties. Notwithstanding 3(f) a party or parties to this Agreement may choose to have a lower tipping fee for non-curbside waste generated within their respective unit(s), which shall be at no additional net costs to the Board.

4. Previous Agreement

- (a) The agreement among the parties entered into June 29, 2000 and referred to as the Waste Disposal Agreement, as from time to time amended, is terminated as of March 31, 2013, being the effective date of the commencement of operation pursuant to Schedule 1, clause 4(d)
- (b) Notwithstanding subsection (1), Section 4 of the Waste Disposal Agreement respecting ownership and disposition of the site, and Section 13 respecting site closure costs, continue in force.
- (c) Any vested interest held by a municipality shall not be paid out on the termination

of the Waste Disposal Agreement, but shall be paid out on the termination of participation in this agreement pursuant to sections 21 or 22, notwithstanding the provisions of subsections 22 (2) and 22 (3).

- (d) The Joint Services Board shall, effective the first day of April 2013, (the "Effective Date") commence operation and maintenance of the lands, equipment, fixtures and facilities used in the provision of the solid waste management services
- (e) The Parties shall take such actions including without limitation, pass such resolutions of Council, issue such Notices, make such applications, and agree on the transfer of assets as may be required to dissolve the "Waste Disposal Agreement".

5. Assets and Liabilities

- (a) The Board shall assume all assets, including lands and fixtures thereon, on or before the effective date.
- (b) All obligations of the Parties established in the Waste Disposal Agreement shall continue unabated, except as otherwise specifically noted herein.
- (c) The Parties shall jointly and severally take such steps, execute such deeds or other documents, pass such resolutions and grant such consents as necessary or required to effect the transfer of assets to the Board.
- (d) Notwithstanding anything contained herein, the Parties, acknowledge and agree that the Board shall be a successor employer as contemplated in s. 31 and 32 of the Trade Union Act, R.S.N.S 1989, c.475 as amended, in relation to those employees who have rights under existing collective agreements, or who have certain rights under the Trade Union Act by virtue of having established a collective recognized under the Trade Union Act with rights to bargain on behalf of such employees.
- (e) Furthermore, the Parties acknowledge and agree that employees not covered by the preceding paragraph shall be deemed to be serving the Board with the continuity of their employment unbroken from the precedecessory employer as contemplated in s. 12 of the Labour Standards Code R.S.N.S. 1989, c. 246, as amended.



Municipality of the District of Lunenburg

Decision

REPORT TO: Council

SUBMITTED BY: Dave Water, Sarah Kucharski and Trudy Payne

DATE: June 26, 2018

RE: Municipal Internet Connectivity Strategy

ORIGIN: Policy and Strategy Committee

RECOMMENDATION

The recommendation of the staff internet team is to approve the Municipal Internet Connectivity Strategy as presented.

EXECUTIVE SUMMARY

Access to high-speed internet is of critical importance to the Municipality, and a key priority for Council. The Municipality has taken a very active role in researching the issues with current Internet service and developing solutions. This work has been critical in learning about options available to the Municipality, and about leveraging funding and opportunities to attract partners.

This Municipal Internet Connectivity Strategy takes into consideration the provincial government's recently released Internet strategies, the I-Valley report and builds on the knowledge and partnerships the Municipality has developed in pursuing the short and long-term funding opportunities. It is based on Council and Committee discussions; public engagement (i.e. internet survey; Your Government Your Idea meetings; attending community meetings and Councillors hearing about this issue directly from residents).

At the May 15, 2018 Policy and Strategy Committee meeting an Options Report for Council's Internet Connectivity Strategy was presented (attached). The following motion was made:

“that the Policy & Strategy Committee direct staff to prepare a Municipal Internet Connectivity Strategy Document based on the Committee discussion and present same to Council for approval.”

The motion was carried unanimously. Please find attached the draft Municipal Internet Connectivity Strategy. The model outlined in the Strategy is a model that has proven successful for the Municipality with other projects, such as the Lahave River Straight Pipe project, Active Transportation projects (paving of shoulders) and the approach taken with Lyme Disease education and research. The key ingredients of the model are:

- Partnering with organizations such as the Provincial and Federal governments, the private sector and the community
- Leveraging funding from the different levels of government and the private sector.
- Establishing service levels
- Minimizing risk for the Municipality and the tax payer

Since the May 15, 2018 meeting a Vision Statement has been included for Council's consideration, some questions have been raised about funding present and future internet projects, and a presentation was made by Now Lunenburg County at the June 12, 2018 Council meeting.

On page one of the strategy is where the Vision Statement can be found. A **vision statement** looks forward and creates a mental image of the ideal state that the organization wishes to achieve. Some key words in the proposed vision statement for internet are:

- improve and increase access to high speed internet
- create an environment where families choose to work and raise a family, and businesses thrive
- capitalizes on new economic opportunities
- productive partnerships

The actions that can be undertaken by the Municipality to strive towards the Vision include:

- Seeking financial investments from all levels of government, the private sector, non-profits and the community
- Being Fiscally Responsible
- Minimizing Risks
- Implementing the strategies and actions outlined in this Municipal Internet Connectivity Strategy

Since the presentation at the Policy and Strategy Committee the issue of collecting some type of revenue has been discussed, most recently at the June 12, 2018 Council meeting. In the options report presented at the Policy and Strategy Committee, sourcing municipal funding was discussed. A list of sources with an indication of the scale of projects permitted from that source were outlined. The options included:

- **No municipal funding** – under this option the role of Council would be that of researcher and advocator. As outlined in the Options Report “such an approach limits MODL’s ability to attract partners and access funding from other governments but preserves municipal dollars for other priorities.” The roles of researcher and advocator are part of the strategy. The direction provided to staff, was in order to leverage dollars from other sources, some municipal funds would need to be utilized.
- **Fund from within existing financial resources** – the direction provided to staff was to follow the existing 5 Year Financial Strategy, which would see \$250,000 a year in the operating budget and \$250,000 in the capital budget. Considerations would be given to invest more funds if an opportunity existed that would see a significant percentage of residents being able to access reliable high -speed internet. This strategy is reflected in the proposed strategy.
- **Area Rates** – this could be a means to recover costs through a tax revenue from areas benefitting from the Internet Projects. As outlined in the Options Report “preliminary analysis suggests this approach will not generate sufficient revenue without additional use of general tax rate or gas tax revenue. There are additional fairness issues with this approach as it penalizes rural residents for choosing to live in more rural areas, and there will be properties that will have the area rate applied to their tax bill, without being able to access this service.” As per direction of the Policy and Strategy Committee this option was not included in the Strategy.
- **User Pay** – this option would mean negotiating “with partner ISPs to charge a tariff on top of fees to fund future expansions. While this would directly target properties using the service, it would generate less funds than the area rate approach and would have a much longer period of time required to recover the funds. This approach also shares the drawback of areas that it will penalize rural residents who aren’t already connected.” User pay does speak to the issue of fairness. If a resident happens to live in an area already served by an ISP, who has not partnered with the Municipality, they do not have to pay a tariff. Although the internet is often viewed through the business case lens, it is really the social service aspect and the lack of internet services that has caused all three levels of government to become involved and invest in high speed internet options. For the ISP the return on investment are profits; for the various levels of government the return on investment is a connected and engaged community, which are, incentives for people wanting to live and raise families here in the Municipality and to maintain and establish new businesses. This direction may also reduce the access to ISP’s for the Municipality. The ISP’s may have challenges billing some residences a tariff rate while billing other residences no tariff rate. This added administrative burden may cause ISPs to ignore the District of Lunenburg and concentrate efforts on other municipal areas of Nova Scotia. The direction provided by Council was not to include this option in the Strategy.

- **General Rate Increase** – as outlined in the Options Report Council could consider adopting a general rate increase “in a future budget and dedicate the revenue to internet infrastructure. A one cent increase would produce approximately \$265,000 in additional revenue. This approach should be considered if there is a project requiring municipal funding that would provide a major increase in the percentage of properties connected.” This option has been built in the proposed Strategy.

The option of applying a general tax increase or a special tax, like the one applied to the Lunenburg County Lifestyle Centre, is an option in the draft Municipal Internet Connectivity Strategy. The language could be changed to reflect applying a special tax rate over a certain period to develop an Internet fund putting the Municipality in a better position to seize opportunities in leveraging funds and working with various partners to improve and increase internet for residents and businesses, while being fiscally responsible.

The Municipality within the last few years have priorities that were not present several years ago such as the road strategy, Lyme disease education and research project and the internet. To maintain the current level of service and to invest in infrastructure important to residents, the Municipality may want to consider an increase in the general tax rate.

The Policy and Strategy Committee after discussion directed staff to bring back a Municipal Internet Connectivity Strategy that reflected an approach that would

- Improve and increase access to high speed internet
- Leverage funding that would provide a payback several times more than the Municipality’s own investment; the Municipality in their five-year financial plan has allocated \$250,000 in the operating budget and \$250,000 in the capital budget
- Projects that would be manageable and achievable each year with the current staff
- Minimize the risk for the Municipality and the tax payer, yet maximize value

BACKGROUND

The Municipality has deemed access to high speed internet as a strategic priority. To aid in learning more about the internet landscape the Municipality undertook several initiatives. One such initiative was partnering with the Municipality of the District of Chester and the Region of Queens to commission a report from I-Valley which looked at a Regional ‘Big Bang’ Network using fibre to provide the backbone and fixed wireless for the last mile. The estimated cost was 30 million with \$16,610,999 representing the Municipality’s capital infrastructure costs. Such an approach will require a detailed business case, engineered designs, the hiring of experts, the borrowing of funds and leveraging dollars from other sources, and having the entire Region on board, including the surrounding towns.

The Municipality also initiated a pilot project in the Sweetland area. Funds of \$75,000 was secured from the Provincial government for a fixed wireless solution. This involved constructing two telecommunication towers and partnering with an ISP (NCS Networks) to provide internet service to the Sweetland and surrounding areas. This project began as an idea from a community member and today the project currently provides 15 Mbps to over 105 residents and continues to grow. The Municipality considers this project a success.

Also, in partnership with the Municipality of the District of Chester and the Region of Queens the Municipality has committed to a Canadian Internet Registration Authority study, which will more accurately map internet speeds and service gaps. This information will be very useful in making future decisions.

The Municipality continues to look for opportunities and directed staff to develop a Municipal Internet Connectivity Strategy that defined the role the Municipality would play and include project criteria to aid in evaluating potential projects.

BUDGET IMPLICATIONS

The Municipality has approved a 5 Year Financial Plan which includes \$250,000 in both the operating and capital budget.

STRATEGIC PLAN

Internet has been deemed a strategic priority by Council.

WORK PROGRAM IMPLICATIONS

There is a staff internet team in place who will continue to ensure seeking solutions to improve and increase high speed internet in the District of Lunenburg.

ALTERNATIVES

The alternative is to not approve the Municipal Internet Connectivity Strategy as presented and direct staff to make changes and bring back for Council's consideration.

COMMUNICATION CONSIDERATIONS

The Communications Officer to develop a communications plan to ensure residents, businesses, provincial and federal governments, ISPs, and the public at large is aware of the Strategy.

Department: Economic Development

Report Prepared By: Trudy Payne, Dave Waters and Sarah Kucharski Date :June 18, 2018

Report Approved By: _____ Date _____

Reviewed By CAO: _____ Date _____



Internet Connectivity Strategy

Background

In December 2016, the Canadian Radio-television and Telecommunications (CRTC) made a ruling that high speed Internet is a basic service, just like the telephone. Reliable Internet access is now a basic need, whether you are a student, a small business operator, or a resident trying to access government services.

Large sections of the Municipality of the District of Lunenburg (hereafter referred to as the Municipality) do not have access to reliable high-speed Internet service. This is affecting our citizens' quality of life and is preventing new residents from moving to our communities. Through direct contact with Councillors on the doorsteps during the election and in our annual Your Government, Your Ideas meetings, residents have made it clear that access to high speed Internet is critical to the growth and success of the region. It's not simply fulfilling the desire for entertainment, high speed Internet is needed to participate in the economy, to attract residents and it is critical to protect the property value of rural homes. Increasingly, the education system requires students to have high speed Internet access for their studies, and residents also require it to complete basic government and societal interactions.

Our rural Municipality has several challenges to connectivity. We have a low density of connections compared to a town or a city, our topography of rolling hills and drumlins reduces the coverage provided by wireless technology, and coverage is further reduced by the proportion of conifers which obstruct wireless signals more than a leafy canopy.

Overview

Though Internet is not identified as a municipal responsibility in the Municipal Government Act, the Municipality has been one of the leaders in responding to community outcry. Access to high-speed Internet is of critical importance to the Municipality, and a key priority for our Council. The Municipality has taken a very active role in researching the issues with current Internet service and developing solutions. This work has been critical in learning about options available to the Municipality, and about leveraging funding and opportunities to attract partners.

This Internet Connectivity Strategy takes into consideration the provincial government's recently released Internet strategies, the I-Valley report financially supported by the Municipality, and builds on the knowledge and partnerships the Municipality has developed in pursuing the short and long-term funding opportunities. It is based on Council and Committee discussions, public engagement, research with various partners, Provincial and Federal funding opportunities and reports, and practical experience gained with the Sweetland pilot project.

Vision

The Municipality of the District of Lunenburg will improve and increase access to high speed internet creating an environment where families choose to work and raise a family and where businesses can thrive. We are a progressive community with a sustainable, diversified economy incorporating both traditional resource-based activities and one that capitalizes on new economic opportunities. Our success is built on a strong work ethic and productive partnerships with our community and regional partners. We are a vital economic and service centre for the region.

The Municipality will work on achieving this Vision for Internet by:

- Seeking financial investment from all levels of government, the private sector, non-profits and the community
- Being Fiscally Responsible
- Minimizing Risks
- Implementing the strategies and actions outlined in this Municipal Internet Connectivity Strategy

The strategies and actions the Municipality will implement to both increase and improve internet service for its residents are:

- To **Advocate** for funding and action from the Federal government, the Provincial government and the CRTC, and continue to advocate for better service from ISPs.
- To **Research** to prepare “shovel-ready” projects. This research would aid in the preparation of proposals that will meet eligibility requirements of other funders (e.g. CIRA Study).
- To continue to use where possible, a competitive procurement process to identify qualified partners for expanding high speed coverage. This will allow MODL to:
 - **Invest** in private infrastructure that will expand coverage (with appropriate performance conditions); and/or
 - **Build** municipally-owned infrastructure leased to an ISP.
- To develop projects and proposals that will **Leverage** funding from public and private partners (e.g. federal government, provincial, CRTC and ISPs)
- To include each year funds in the budget to aid in leveraging funding and partnerships. Partnerships could include other levels of government, the private sector, non-profit organizations and the community. This will make sizeable progress in increasing access to high speed Internet. The current Five Year Financial Strategy will permit Council to invest up to \$500,000 each year for Connectivity projects, should projects and funding partners be available. Council may also consider additional investments, but this would only be considered if a proposed project had the capability of significantly increasing the percentage of properties receiving high-speed Internet.

To aid the Municipality in implementing the above strategies and actions, project selection criteria has been developed. Using the following project selection criteria, the Municipality will evaluate and give preference to projects:

- With a greater number of connections, particularly connections that upgrade areas receiving internet service at 1.5Mbps or slower;
- With greater potential economic development impact;
- That increase the number of wired connections were possible;
- That lower the municipal share of costs by leveraging funding from other levels of government and ISPs;
- With a lower municipal cost per connection; and
- With greater feasibility of timely completion.

In addition to the above criteria, the following are fundamental requirements for any project:

- The Municipality will not normally proceed with a project where it is the sole funder (e.g. unless for newer exploratory technologies);
- The Municipality will not partner on projects that provides capped service;
- The Municipality will not partner on projects that cannot provide at least 10Mbps download speed with the capability to expand to meet CRTC guidelines; and
- The Municipality will not partner on projects where the ISP will not sign an agreement committing to minimum service levels.

Summary

The Municipality recognizes that reaching the outcome of providing reliable high-speed Internet to our residents cannot be done alone or be resolved immediately. It will take time, funding and partnerships with other levels of government, private business, non-profit organizations and the community to develop solutions that will work for our communities.

To help seize on opportunities the Municipality is open to partnerships. The Municipality is always researching and seeking out opportunities to further enhance the Internet service to residents and communities. We welcome others to help us identify potential projects as well. Projects could be brought forth by other levels of government, the private industry, individuals or non-profit community groups.

In order to reach the Municipality's vision of improving and increasing high speed internet access to residents it will take all three levels of government, the private sector and the community working together to help build communities were families want to live and businesses can thrive.

Glossary

Backbone or Middle-Mile: Core infrastructure needed to bring internet service to communities. Most often the backbone is provided via fibre-optic cable. Using the analogy of roads, the backbone is the 100 series highway that connects local roads but does not connect directly to homes.

Canadian Radio-television and Telecommunications (CRTC): The CRTC is an independent public authority in charge of regulating and supervising Canadian broadcasting and telecommunications.

ISP: Internet Service Provider or ISP, in this report, the term ISP is used to refer to any private firm involved in providing internet service.

Last-mile: Internet technology that connect individual homes and businesses to “Back-bone” or middle-mile” infrastructure. A wide range of technology can be used to provide last mile connections, including Fibre to the home (FTTH), cable or telephone lines, fixed wireless, cellular systems. Using the analogy of Roads, last mile-technology are the local subdivision roads that connect homes to the bigger transportation network.

Mbps: Megabits per second or Mbps is the measurement of internet speeds. The majority of the Municipality of the District of Lunenburg's properties currently have internet service below 1.5 Mbps download speeds, which is far below the CRTC standard.



Municipality of the District of Lunenburg

REPORT TO: Council

SUBMITTED BY: Dave Waters Director of Business Development, Tourism and Infrastructure
Chasidy Veinotte Tourism and Marketing Officer

DATE: June 26, 2018

RE: Signage Plan

MOTION

Council approves year one of the proposed three-year signage plan.

OVERVIEW

Signage regulations exist to ensure traffic safety, to facilitate directions, and to maintain community aesthetics. The Province, through the Nova Scotia Department of Transportation & Infrastructure Renewal (“NSTIR”), regulates signage within and near their rights-of-way. NSTIR has prohibited signage within 10m of a property line boundary for a controlled access highway, such as Highway 103. Furthermore, any structure, including a sign within 100 meters of any highway, requires a permit from NSTIR prior to starting the work. This report will review the options for a signage plan on the major highway junctures of Highway 103 for the District of Lunenburg.

COMMUNITY IDENTIFICATION SIGN PROGRAM

The Community Identification Sign Program is an NSTIR program which is intended to identify Nova Scotia’s cities, towns, villages, regional municipalities, municipal districts and counties with unique signage. This initiative is to encourage travelers to leave the 100 Series Controlled Access Highway system to visit the communities, districts, municipalities and tourism businesses located within these areas. Sign design has traditionally provided the name of the community or municipality, including a slogan, or names of major destinations, attractions and/or a graphic pictures located within the community or municipality.

VISITOR ATTRACTION SIGN PROGRAM

Tourism Nova Scotia (“TNS”) and NSTIR have developed the Visitor Attraction Sign Program for the identification of tourist attractions along the Province’s 100 Series Controlled Access Highway system. This program is intended to identify Nova Scotia’s significant tourist

attractions, encourage travelers to leave the 100 Series Controlled Access Highway system, and direct visitors to attraction locations.

CURRENT INFRASTRUCTURE

The Municipality currently has two signs on Highway 103 between Exits 14 and 15, and two signs on Highway 103, one on either side of Exit 12.

Highway 103 between Exit 14 and 15

Of the two signs facilitated by the District of Lunenburg between Exits 14 and 15, one is leased from Mac Media which advertises the Osprey Village business park (see Image #1 below). This sign is a shared lease between the District of Lunenburg and a number of the operators within the business park. The lease expires at the end of August and a few operators have indicated that they do not plan to sign to a new lease. The current lease amount is \$4450 per year of which \$2225 is MODL's portion.

Image #1



The second sign is owned by the District of Lunenburg and advertises the Visitor Information Centre in Blockhouse (see Image #2 below).

Image #2



Highway 103 Signage either side of Exit 12

The Municipality currently has two signs on Highway 103, on either side of Exit 12, that advertises the Municipal Industrial Park (see Images #3 and #4 below).

Image #3



Image #4



THREE-YEAR SIGNAGE OPTIONS

Option #1

Sign: Tourist Attraction Sign #1 – Visitor Information Centre (see image # 5 below)

Location: Highway 103 between Exit 10 & 11 coming from Halifax

Cost: \$2500

Details

This would be a 16'x3' blue sign promoting the VIC off Exit 11. The sign will be on the existing Major Tourist Attraction Sign. Currently the sign structure has the Fisheries Museum, Ovens Natural Park, and Lunenburg County Winery. There is one spot left on the sign which

will have the VIC logo followed by Visitor Information Centre. We have been given approval by NSTIR to secure this spot pending funding approval.

Option #2

Sign: Tourist Attraction Sign #2 – Visitor Information Centre (see image #5 below)

Location: Highway 103 between Exit 11 & 12 coming from Bridgewater

Cost: \$3025 (\$1200 Sign and \$1825 for installation)

Details

This would be a 16'x3' blue sign promoting the VIC off Exit 11. The sign will be on a newly installed Major Tourist Attraction Sign structure. The sign will have the VIC logo followed by Visitor Information Centre. Other partners will be Saltbox Brewery, Ironworks Distillery, and Boulangerie La Vendeenne.

Image #5 - Sample Tourist Attraction Sign



OPTION #3

Sign: Lunenburg Municipal Industrial Park sign conversion to District of Lunenburg Business Park (see image #3 below)

Location: Highway 103 between Exit 11 & 12 coming from Halifax

Cost: \$1625 sign resurfacing & \$2500 installation total \$4125

Details

This would be a resurfacing project to the existing Lunenburg Municipal Park signs. Size and color would remain the same however it would be renamed as the District of Lunenburg Business Park.

Image #3



OPTION #4

Sign: Lunenburg Municipal Industrial Park sign conversion to District of Lunenburg Business Park (see image #4 below)

Location: Highway 103 between Exit 12 & 13 coming from Liverpool

Cost: \$1625 sign resurfacing & \$2500 installation total \$4125

Details

This would be a resurfacing project to the existing Lunenburg Municipal Park signs. Size and color would remain the same however it would be renamed as the District of Lunenburg Business Park.

Image #4



OPTION #5

Sign: Current Visitor Information Centre sign to be resurfaced to promote the District of Lunenburg (see image #2 below)

Location: Highway 103 between Exit 14 & 15 coming from Liverpool

Cost: \$2000 for design an installation

Details

This would be a resurfacing project to the existing Visitor Information sign. Size of the sign would remain the same, but we would use the sign as general promotion for the District of Lunenburg.

Image #2



OPTION #6

Sign: Community Identification sign (see images # 6 & 7 below)
Location: Highway 103 between Exit 10 & 11 coming from Halifax
Cost: \$12,500 for design and implementation

Details

This would be a 17'x10' sign promoting the District of Lunenburg. Currently the Municipality of the District of Chester, Town of Mahone Bay, Town of Lunenburg, and Town of Bridgewater all have these signs located along Highway 103. Final Design would come back to Council for approval.

OPTION #7

Sign: Community Identification sign (see images # 6 & 7 below)
Location: Highway 103 between Exit 15 & 16 coming from Liverpool
Cost: \$12,500 for design and implementation

Details

This would be a 17'x10' sign promoting the District of Lunenburg. Currently the Municipality of the District of Chester, Town of Mahone Bay, Town of Lunenburg, and Town of Bridgewater all have these signs located along Highway 103. Final Design would come back to Council for approval.

Image #6 & 7– Sample Community Identification Sign



THREE-YEAR SIGNAGE PLAN BUDGET

Sign	Location	Cost
Year 1 2018/19		\$9,830
Tourist Attraction Sign #1 Visitor Information Centre	Hwy 103 between Exit 10 and 11 coming from Halifax	\$2,500
Tourist Attraction Sign #2	Hwy 103 between Exit 11 and 12 coming from Bridgewater	\$3205
Lunenburg Municipal Industrial Park Sign Conversion to District of Lunenburg Business Park	Hwy 103 between Exit 11 and 12 coming from Halifax	\$4125
Year 2 2019/20		\$18,650
Lunenburg Municipal Industrial Park Sign Conversion to District of Lunenburg Business Park	Hwy 103 between Exit 12 and 13 coming from Liverpool	\$4125
Current Visitor Information Centre Sign to be resurfaced to promote the District of Lunenburg	Hwy 103 between Exit 13 and 14 coming from Liverpool	\$2000
Community Identification Sign #1	Hwy 103 between Exit 10 and 11 coming from Halifax	\$12,500
Year 3 2020/21		\$12,500
Community Identification Sign #2	Hwy 103 between Exit 15 and 16 coming from Liverpool	\$12,500



Municipality of the District of Lunenburg

Decision

REPORT TO: Council

SUBMITTED BY: Tissy Bolivar, Acting Director of Recreation Services

DATE: June 26, 2018

RE: Rose Bay Marine Park Society Management Agreement

ORIGIN: (i.e., Council, Committee, etc.) Council

RECOMMENDATION

That Council for the Municipality of the District of Lunenburg approve the amended management agreement between the Municipality of the District of Lunenburg and the Rose Bay Marine Park Society; and further, that the Mayor and Clerk be authorized to execute the agreement.

EXECUTIVE SUMMARY

At the July 25, 2017 Council meeting, Council passed the following motion:

“that Council for the Municipality of the District of Lunenburg authorize the execution of the agreement prepared by the Municipality’s solicitor, for the conveyance of the parcel of land PID 60189842 owned by the de Vries in Rose Bay, adjacent to the Rose Bay Wharf to the Municipality of the District of Lunenburg, as a donation to the Municipality; and further that staff prepare a tax receipt for the de Vries in the amount of the property’s assessed value.”

The Rose Bay Marine Park Society currently has a management agreement in place with MODL to manage the property the wharf is on. The intent is that the Marine Park Society would also manage the property acquired through the donation and that the management agreement would be amended to reflect this change.

The deed to the property was registered with the Registry of Deeds on October 26, 2017 showing the owner to be the Municipality of the District of Lunenburg.

BACKGROUND

In November of 2013 MODL entered into a management agreement to have the Rose Bay Marine Park Society manage the day to day operations of the Rose Bay Wharf.

The wharf was acquired from the Federal Government, Fisheries and Oceans.

BUDGET IMPLICATIONS

Each year groups that have management agreements with the Municipality submit requests to the Municipality for funding to aid in their maintenance of operations of the municipal property they manage on a day-to-day basis. These funding discussions are part of the budget process.

STRATEGIC PLAN

Rose Bay Wharf is identified as priority number 20 in the Open Space Strategic Plan.

WORK PROGRAM IMPLICATIONS

Amending the management agreement does not affect the work plan of the Department. Staff will continue to be a resource to the Rose Bay Marine Park Society.

ALTERNATIVES

The alternative is to not approve the amended agreement and request staff go back and revise it and bring it back to Council for further consideration.

COMMUNICATION CONSIDERATIONS

To notify the Rose Bay Marine Park Society of Council’s decision.

Department: Recreation	
Report Prepared By: Tissy Bolivar, Director of Recreation Services	Date: June 13, 2018
Report Approved By: _____	Date _____
Reviewed ByCAO: _____	Date _____

This Agreement dated the _____ day of _____, A.D., 2018

BETWEEN:

Municipality of the District of Lunenburg, a municipal body corporate, pursuant to the Municipal Government Act, S.N.S. 1998, chapter 18, with its office in the Town of Bridgewater, in the County of Lunenburg and Province of Nova Scotia;

(Hereinafter called “**MODL**”)

-and-

The Rose Bay Marine Park Society, a society registered pursuant to the Societies Act of Nova Scotia, having its head office in Rose Bay, in the County of Lunenburg County and the Province of Nova Scotia;

((Hereinafter called “**THE SOCIETY**”)

WHEREAS:

1. **MODL owns lands known as PID 60658762 and PID 60189842 (“the properties”), a depiction of which is in attached as Schedule “A” hereto:**
2. MODL has designated **the properties** as “open space” pursuant to their “Open Space Strategic Plan”;
3. The Rose Bay Marine Park Society registered under the Societies Act of Nova Scotia, whose objects are, among other things, to work in partnership with MODL;
4. MODL, by motion of Council on March 13, 2014, accepted the recommendation of the Committee of the Whole that Municipal Council enter into a “management agreement” with The Rose Bay Marine Park Society;
5. MODL and The Rose Bay Marine Park Society wish to enter into an agreement for the management of The Rose Bay Marine Park and any future design and development of the wharf and site.

WITNESSETH THAT in consideration of mutual promises herein and other good and valuable consideration, the sufficiency of which is acknowledged, MODL and The Rose Bay Marine Park Society hereby agree as follows:

6. The Rose Bay Marine Park Society will develop and manage the Lower Rose Bay Wharf and lands making up **the properties** for the use and enjoyment of the residents of Rose Bay and its surrounding communities. This involves managing and securing the funds necessary for the day to day operations of the wharf site and working with the Municipality in securing the necessary funds. **It also includes adhering to the conditions placed on PID 60189842 as outlined in the agreement between the Municipality of the District of Lunenburg and Cornelis and Maria DeVries, which is attached as Schedule “B”.**
7. The Rose Bay Wharf and lands shall be used as a fishing harbour, for a period of five years, following the transfer of title to the Municipality of the District of Lunenburg. Other uses would be permitted as long as there is no interference with use as a fishing harbor. Other uses could include recreational boating, picnicking or open space.
8. All other possible uses, whether present or future, for the wharf site must be reviewed and agreed upon by both parties before being implemented.

9. The Rose Bay Marine Park Society will be responsible to procure all necessary building and/or development permits from MODL, and must abide by all municipal, provincial and/or federal bylaws, statues, and regulations in procuring permits and performing in connection therewith.
10. The Rose bay Marine Park Society shall be responsible to inform themselves of and follow any safety regulations relevant in the development, installation, assembly, use of equipment, and/or venues to effectively manage the wharf site.
11. MODL as owner of **the properties** will work with The Rose Bay Marine Park Society by providing staff support assisting them with the operation and development of the wharf site by such means as, but not limited to, securing funds; developing safety standards; developing park rules; and training volunteers.
12. The Rose Bay Marine Park Society shall be responsible for Commercial General Liability insurance in a nature and an amount satisfactory to MODL and MODL's insurer. Such insurance shall name MODL as an additional insured, with MODL to be given 30 days' notice of any material change or cancellation of such insurance. MODL each year will provide a grant to the Society to cover insurance costs.
13. The Rose Bay Marine Park Society shall immediately advise MODL of any incidents of damages or injuries which have occurred at the property.
14. This agreement shall extend to the **subject properties** only.
15. MODL agrees to indemnify, save and hold harmless The Rose Bay Marine Park Society from any actions and/or causes of action, and/or legal thing, and any damages arising therefrom, whether real or incorporeal, arising from the conduct of MODL and/or any acts and/or negligence caused by MODL in the course of MODL's duties as outlined in this Agreement.
16. The Rose Bay Marine Park Society agrees to indemnify, save and hold harmless MODL, from any actions and/or causes of action, and/or legal thing, and any damages arising therefrom, whether real or incorporeal, arising from the courses of duties of the Society as outlined in this Agreement and/or any acts and/or negligence caused by The Rose Bay Marine Park Society, occurring on **the properties**, or otherwise. This indemnity shall be binding on all members (including, but not limited to, directors and officers) of the Society, past, present or future; it shall also be binding on the heirs, successors, administrators, or assigns of the Society.
17. Development and management of the wharf site shall only proceed once all necessary insurance policies have been procured and all necessary agreements have been reviewed by the parties' mutual insurers. Failure to procure proper insurances or reach an agreement satisfactory to the parties' insurers shall render this agreement and any agreements collateral hereto as null and void.
18. Once development and management has commenced any failure by The Rose Bay Marine Park Society to:
 - (a) Take reasonable care to the wharf and grounds and/or any equipment located on **the properties**;
 - (b) Maintain any standards established by any of the parties insurers;
 - (c) Follow any safety guidelines which are relevant to the installation, assembly and/or use of any equipment, structure and/or venues;
 - (d) Comply with any municipal, provincial and/or federal bylaws, statues, or regulations;

Shall be grounds for immediate termination by MODL of this agreement and any agreements collateral hereto, as well as repossession of the property;

19. Upon reasonable notice to The Rose Bay Marine Park Society, MODL shall have the ability to inspect The Rose Bay Marine Park Society's corporate and/or financial records, including but not limited to financial statements and minutes of any meetings held by The Rose Bay Marine Park Society.

20. It is acknowledged and agreed that it is the intention of the parties to review and amend this agreement, if necessary, at least every three years, the first review date being January 1, 2017, or sooner as agreed by the parties.

21. The parties agree this Agreement will be binding upon the parties, their respective successors and/or assigns.

IN WITNESS WHEREOF MODL and The Rose Bay Marine Park Society Society has hereunto caused this Agreement to be duly executed on the ___ day of _____, 2018.

SIGNED, SEALED AND DELIVERED) **MUNICIPALITY OF THE DISTRICT OF LUNENBURG**
in the presence of:)

_____) Per: _____
Witness) Carolyn Bolivar-Getson, Mayor

_____) Per: _____
Witness) Sherry Conrad, Clerk

) **THE ROSE BAY MARINE PARK SOCIETY**

_____) Per: _____
Witness)

_____) Per: _____
Witness)

THIS AGREEMENT made this 1st day of August, 2017.

BETWEEN:

MUNICIPALITY OF THE DISTRICT OF LUNENBURG, a municipal body corporate, pursuant to the Municipal Government Act, S.N.S., 1998, chapter 18, with its office in the Town of Bridgewater, in the County of Lunenburg and Province of Nova Scotia;

(hereinafter called "MODL")

OF THE FIRST PART

- and -

CORNELIS DEVRIES and MARIA DEVRIES, RR #1, Rose Bay, in the County of Lunenburg and Province of Nova Scotia;

(hereinafter called "DEVRIES")

OF THE SECOND PART

WHEREAS the DeVries have offered, via letter dated November 12, 2016 to MODL (attached hereto as Schedule "A"), to donate a parcel of land to MODL ("the parcel") as identified below;

AND WHEREAS MODL did, by motion of council on July 25, 2017 ^{MODL} _{ML}, authorize the acceptance of the parcel, subject to the terms and conditions below;

NOW WITNESSETH THAT, in consideration of mutual promises, the sufficiency of which is acknowledged, the parties hereto agree that:

1. The parties agree that the subject parcels of land are identified as follows:

PID 60189842 – Kingsburg Road, Rose Bay, Nova Scotia
2. MODL shall have thirty (30) days from the date of signature of this MOU to perform all due diligence regarding the subject parcels, including but not limited to title investigations, survey issues, tax enquiries, and environmental issues.
3. On or before the expiration of the diligence period mentioned above, MODL shall raise any objections to DeVries and if DeVries is unable or unwilling to resolve any such issues, MODL shall not be obligated to accept any objectionable parcel or parcels.
4. Once MODL has indicated to DeVries that there are no objections, or all objections have been resolved to MODL's satisfaction, DeVries shall deliver all necessary documents of transfer (including deed and associated corporate resolutions) to MODL within thirty (30) days.
5. Upon closing, MODL shall provide a tax receipt to Devries for an aggregate amount of \$17,000.00.
6. MODL shall be responsible for recording such deeds along with all associated fees and disbursements.

7. It is explicitly noted that this transaction shall be deemed a transaction for no valuable consideration pursuant to both the provisions of the Land Registration Act of Nova Scotia and the Municipal Government Act of Nova Scotia and as such, does not constitute a mandatory trigger for migration and is exempt from deed transfer tax.

8. The above described land is to be designated by MODL as public open space and MODL shall make best efforts to protect the land from ocean erosion.

9. It is explicitly noted that if the above described land is not developed as a public open space by MODL in six (6) years following the closing of this transaction, the DeVries (or their respective estates) may exercise a right of reversion, and upon written notice to MODL of the exercise of such right, MODL shall execute all necessary subsequent instruments to perfect the reversion of the lands to DeVries.

10. DeVries has requested that MODL, upon taking title to the property, or as soon as reasonably practicable thereafter, erect a plaque or some form of similar material dedicating the property to all those who fought and died to ensure Canadian liberty. MODL shall make best efforts to erect a plaque or similar material dedicating the property (or a portion of the property) to this cause, and shall consult the DeVries family regarding same.

11. This MOU shall be read all changes of gender or number as required of the context.

12. Electronically submitted signatures shall be accepted by both parties as effective as original signatures.

Dated at Bridgewater, Nova Scotia, this *1st* day of *August*, 2017.

SIGNED, SEALED AND DELIVERED
in the presence of:

[Redacted Signature]

Witness

[Redacted Signature]

Witness

**MUNICIPALITY OF THE DISTRICT
OF LUNENBURG**

Per [Redacted Signature]

Carolyn Bolivar-Getson, Mayor

Per [Redacted Signature]

Sherry Conrad, Clerk

Dated at Bridgewater, Nova Scotia, this *30th* day June, 2017.

SIGNED, SEALED AND DELIVERED
in the presence of:

[Redacted Signature]

Witness

[Redacted Signature]

Witness

[Redacted Signature]

Cornelis DeVries

[Redacted Signature]

Maria DeVries