

**AGENDA**  
**MEETING OF MUNICIPAL COUNCIL**

Bridgewater, NS

Tuesday, August 27, 2019 – 9:00 a.m.

Time & Page

1. CALL TO ORDER
2. ANNOUNCEMENTS, ACKNOWLEDGEMENTS, RECOGNITION
3. PUBLIC INPUT (15 Minutes)
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES
6. BUSINESS ARISING FROM MINUTES
7. AWARDING OF TENDERS/RFPs
  - 7.1 Award of Tender #2019-05-007 LaHave River On-Site Sewage Disposal System Installation ..... 1-3  
Project Group #27
  - 7.2 Award of RFP #2019-05-401 re River Ridge Common Singletrack Trail Construction..... 4-6
  - 7.3 Award of RFP #2019-05-402 re River Ridge Common Accessible Trail Design/Build..... 7-12
8. PRESENTATIONS/SCHEDULED TIMES
  - 8.1 REMO Introduction – Angela Henhoeffler, REMC ..... 9:15 a.m. 13-30
9. CONSIDERATION OF CORRESPONDENCE
10. RECOMMENDATIONS FROM COMMITTEES & BOARDS
  - 10.1 Heritage Advisory Committee
    - 10.1.1 Application to Alter a Municipal Heritage Property - Northwest United..... 31-51  
Baptist Church
  - 10.2 Nominating Committee
    - 10.2.1 Appointments to Prince’s Inlet Area Advisory Committee.....52
11. STAFF REPORTS
  - 11.1 Planning Department
    - 11.1.1 Building Services Agreement with the Town of Lunenburg ..... 53-59
  - 11.2 Administration Department
    - 11.2.1 Cost-shared J-Class Subdivision Street Paving ..... 60-65
12. MAYOR’S/DEPUTY MAYOR’S/COUNCILLORS’ MATTERS
  - 12.1 Deputy Mayor’s Update
  - 12.2 Mayor’s Update
13. ADDED ITEMS
14. IN CAMERA
  - 14.1 Contract Negotiations – Municipal Services Building under Section 22(2)(e) of the MGA
  - 14.2 Contract Negotiations – LaHave River Straight Pipe Program under Section 22(2)(e) of the MGA
  - 14.3 Personnel Matter under Section 22(2)(c) of the MGA
15. ADJOURNMENT



# Municipality of the District of Lunenburg

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## MEMORANDUM

**REPORT TO:** Council

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

**DATE:** August 27, 2019

**RE:** Tender Award: On-Site Sewage Disposal System Installations for LaHave River Properties. Project Group #27

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### RECOMMENDATIONS

*Authorize staff to award tender 2019-05-007 to Dennis Lively Construction & Backhoe Services in the amount of \$101,000 plus HST.*

### EXECUTIVE SUMMARY

Two (2) bids were received and accepted for *Tender 2019-05-007 On-Site Sewage Disposal System Installations for LaHave River Properties. Project Group #27.*

The scope of work consists of the supply and installation of seven 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 2019-05-007 is a bundle of five systems - three ATU's and two 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 211 applications for replacement from property owners within the WWMD and has installed 130 new On-Site Sewage Disposal Systems.

Over the past number of 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 2019-05-007.

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 2019-05-007 was posted on Tuesday, August 6, 2019 and closed on Tuesday, August 20, 2019.

Two (2) bids were received and accepted by the deadline. Accepted 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
<b>Tenderers</b>	
Town & Country Property Improvements Ltd.	\$109,446.88
Dennis Lively Construction & Backhoe Services	\$101,000.00

Table 1: Accepted Bids for Tender 2019-05-007

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 2019-05-007: Two (2) bids were submitted and accepted. Of the two accepted bids, the lowest bid was received by Dennis Lively Construction & Backhoe Services of Beaver Bank, NS.

### Tender Award Recommendation

**Tender:** 2019-05-007 On-Site Sewage Disposal System Installation for LaHave River Properties. Project Group #27.

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

**Closing Date:** August 20, 2019

Funding	Total Bid (w/o HST)
Provincial/Federal Grants	2/3
Property Owner	1/3
<b>Tenderers</b>	
Town & Country Property Improvements Ltd.	\$109,446.88
Dennis Lively Construction & Backhoe Services	\$101,000.00

Table 1: Accepted Bids for Tender 2019-05-007

**Tender Award Recommendation:**

Council award Tender 2019-05-007 to Dennis Lively Construction & Backhoe Services in the amount of \$101,000.00 plus HST.



# MUNICIPALITY OF THE DISTRICT OF LUNENBURG

## **REQUEST FOR DECISION**

**REPORT TO:** Council  
**SUBMITTED BY:** Laura Barkhouse, Trails and Open Space Coordinator  
**DATE:** August 27<sup>th</sup>, 2019  
**RE:** River Ridge Common – RFP 2019-05-401

**ORIGIN** Staff

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## **RECOMMENDATION**

**That Council for the Municipality of the District of Lunenburg authorize the hiring of TrailFlow Outdoor Adventures for a maximum cost of \$44,950.00 plus HST to complete the River Ridge Common Singletrack Trail Construction – RFP 2019-05-401.**

## **EXECUTIVE SUMMARY**

The River Ridge Common park is a 115-acre parcel of land in New Germany that was purchased by the Municipality of the District of Lunenburg (MODL) in 2011. River Ridge Common is divided by the South Shore Annapolis Valley Trail into two distinct parcels: a 15-acre Lower Park, which was a former gravel pit, situated between Highway 10 and the rail trail and a 100acre Upper Park area which is a former woodlot, to the north of the rail trail. The hillside site faces south towards the LaHave River and is bounded by Indian Brook to the west and Ross Brook to the east.

MODL has adopted a park concept plan, which was developed by a steering committee of local volunteers, the River Ridge Common Association, and MODL staff. The plan was completed by Dartmouth-based Ekistics Planning and Design, in conjunction with New Germany-based Snow Owl Consulting Inc.

The park design includes a variety of accessible and mountain bike trails transformed from old logging roads, new picnic areas, a natural playground, and interactive art park. These are constructed from wood, stone, and plant elements, inviting play and

relaxation for all ages, revealing views of the river and a shady mossed gully that crosses the site. Rest stops, look offs, and interpretive features allow users to enjoy special features, such as the lovely waterfalls of Indian Brook, and highlight the succession of a former working woodland growing back into a diverse Acadian Forest.

The implementation of the design is divided into 4 phases. The first two phases were completed in Summer 2017 and 2018. This included Mid Park site prep, trail reconstruction and routing, barricade and fencing for site safety, trail surfacing, storm water infrastructure and environmental protection work, as well as the provision of gravel. Phase 3 is underway this fiscal year and includes the final installs at the natural playground site (complete), a series of single track mountain bike trails, an extension to the trails that are built to best practice standards for accessibility, following standards in other parts of Canada and the US., and a welcoming OHV pull-off area next to the main trail.

All work intended for River Ridge Common under the current fiscal year funding is from the original Concept Plan for the site.

As part of the standard procurement process for Municipal projects, this RFP was prepared for 2019 construction work at River Ridge Common, including an overall single track plan for the site and construction of single track mountain bike trail. This includes site preparation, erosion control, and adherence to standards.

Work for this project must be completed by March 6<sup>th</sup>, 2020.

## **DISCUSSION**

**Two responses were received:**

**Shoreline Dirtworks – 2.45 km of trail for \$50,000 plus HST**

**Trailflow Outdoor Adventures – 4km of trail for \$44,950 (+hst) and \$5,000 (+hst) (single track trail design)**

Shoreline Dirtworks did not offer a quote for the single-track plan as requested. Additionally, the design portion was removed from the proposal and was awarded as a separate contract.

The recommended contractor, TrailFlow Outdoor Adventures, has had significant recent experience in trail development of this nature. They have the human resources, tools and equipment needed to complete the project efficiently and cost effectively.

**BUDGET IMPLICATIONS**

This work has been budgeted within the 2019-2020 capital budget with funds coming from gas tax. As well, this project received a grant from the province through the Trail Expansion Grant Fund in the amount of \$45,000, to be spent this fiscal year. This amount will be subtracted from the allotted gas tax funds.

**STRATEGIC PLAN**

The completion of this project has been a priority of Council for the past 8 years and longer, setting it as one of the top three priorities in the Open Space Strategic Plan. The property was acquired by MODL in 2011, and MODL just recently hosted a successful and well-received opening of the first two phases of the park, and the natural playground completion for phase 3.

**WORK PROGRAM IMPLICATIONS**

The oversight of the project is being carried out through Municipal staff and the consulting Project Manager.

**ALTERNATIVES**

1. To not approve the RFQ submissions and wait until the Spring of 2020 to begin the procurement process again, in a new fiscal year.

**COMMUNICATION CONSIDERATIONS**

The park is now open and promoted within the community.

**CONCLUSION**

The procurement process was followed and the respondent to the RFP are aware of the expectations and limitations of the project.

Staff are confident in their recommendations that the response is reasonable and will help move this part of the project forward in this fiscal year.

Department: Recreation	
Report Prepared By: Laura Barkhouse, Trails and Open Space Coordinator	
Report Approved By: _____	Date: July 22, 2019
Reviewed By CAO: _____	Date _____



# MUNICIPALITY OF THE DISTRICT OF LUNENBURG

## **REQUEST FOR DECISION**

**REPORT TO:** Council  
**SUBMITTED BY:** Laura Barkhouse, Trails and Open Space Coordinator  
**DATE:** August 27<sup>th</sup>, 2019  
**RE:** River Ridge Common – RFP 2019-05-402

**ORIGIN** Staff

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## **RECOMMENDATION**

**That Municipal Council rescind the RFP 2019-05-402, River Ridge Common Accessible Trail Design/Build and not award due to the proposal received being significantly over budget.**

## **EXECUTIVE SUMMARY**

The River Ridge Common park is a 115-acre parcel of land in New Germany that was purchased by the Municipality of the District of Lunenburg (MODL) in 2011. River Ridge Common is divided by the South Shore Annapolis Valley Trail into two distinct parcels: a 15-acre Lower Park, which was a former gravel pit, situated between Highway 10 and the rail trail and a 100acre Upper Park area which is a former woodlot, to the north of the rail trail. The hillside site faces south towards the LaHave River and is bounded by Indian Brook to the west and Ross Brook to the east.

MODL has adopted a park concept plan, which was developed by a steering committee of local volunteers, the River Ridge Common Association, and MODL staff. The plan was completed by Dartmouth-based Ekistics Planning and Design, in conjunction with New Germany-based Snow Owl Consulting Inc.

The park design includes a variety of accessible and mountain bike trails transformed from old logging roads, new picnic areas, a natural playground, and interactive art park. These are constructed from wood, stone, and plant elements, inviting play and relaxation for all ages, revealing views of the river and a shady mossed gully that

crosses the site. Rest stops, look offs, and interpretive features allow users to enjoy special features, such as the lovely waterfalls of Indian Brook, and highlight the succession of a former working woodland growing back into a diverse Acadian Forest.

The implementation of the design is divided into 4 phases. The first two phases were completed in Summer 2017 and 2018. This included Mid Park site prep, trail reconstruction and routing, barricade and fencing for site safety, trail surfacing, storm water infrastructure and environmental protection work, as well as the provision of gravel. Phase 3 is underway this fiscal year and includes the final installs at the natural playground site (complete), a series of single track mountain bike trails, an extension to the accessible trails to incorporate a greater part of the upper park, and a welcoming OHV pull-off area next to the main trail.

All work intended for River Ridge Common under the current fiscal year funding is from the original Concept Plan for the site.

As part of the standard procurement process for Municipal projects, an RFP was prepared for 2019 construction work at River Ridge Common to construct an additional loop of accessible trail in the upper part of the park – referred to as the Uplands Trail.

## DISCUSSION

**Only one response was received:**

**C Eugene Ingram Construction Ltd – approx. 1.5 km of trail for \$156,000 plus HST.**

The proposed budget far exceeds the construction budget for the additional trail, which was anticipated to be approximately \$80,000.

It is recommended that the project budget would be better utilized with the following: Installing a series of swing sets that could be used by park goers, including non-standard swings to accommodate those with mobility challenges that prevent them from using a standard swing set.



1. Creating a “pump track” for young and beginning riders in the lower park  
A pump track is a circular track that is designed to move a bicycle without pedaling using peaks and dips – a fun and growing activity.



2. Construct a trail that is built to best practice standards for accessibility, following standards in other parts of Canada and the US., which connects between the back of the lower park play area, the bridle path trail and the rail trail. (see map attached)



and the US., which connects between the back of the lower park play area, the bridle path trail and the rail trail. (see map attached)

3. Install shade covers in the lower park picnic area.
4. complete a sandy dig site.
5. Incorporate an outdoor art feature in partnership with the local community
6. Complete the OHV pull off area in the upper park.

These recommended features have been part of the overall vision for the site and staff has been receiving positive suggestions from park users.

## BUDGET IMPLICATIONS

Once the single-track mountain bike trails are completed this construction season, we will be able to re-evaluate the upper park site and determine the best and most economical location for additional trails that are built to best practice standards for accessibility. We will also include consultations with trail users that have a variety of mobility challenges, to help ensure that we are creating the best trail experience possible.

In addition, without constructing the additional loop on the Uplands trail this year, more can be accomplished for park users, and MODL can still achieve our goal of having trails throughout the site that are built to best practice standards for accessibility, following standards in other parts of Canada and the US.

Budget overview: Council has allocated \$320,000.00 of gas tax money to the River Ridge Common in the 2019/2020 budget. The Province has granted \$45,000 to assist with the work for this construction year, so this amount will be subtracted from the allocated MODL funds.

To date, \$123,957.92 has been spent on the park, and there is \$196,042.08 remaining.

**STRATEGIC PLAN**

This overall project has been a priority of Council for the past 8 years and longer, setting it as one of the top three priorities in the Open Space Strategic Plan. The property was acquired by MODL in 2011, and MODL just recently hosted a successful and well-received opening of the first two phases of the park, and the natural playground completion for phase 3.

**WORK PROGRAM IMPLICATIONS**

The oversight of the project is being carried out through Municipal staff and the consulting Project Manager.

**ALTERNATIVES**

1. To approve the RFP submission and complete the section as proposed on the Uplands Trail, and wait until the Spring of 2020 to add the additional features for the park users.

**COMMUNICATION CONSIDERATIONS**

The park is now open and promoted within the community.

**CONCLUSION**

The procurement process was followed and the respondents to the RFP are aware of the expectations and limitations of the project.

It is being recommended to allocate funds in the 2020-21 budget to complete the additional trail loop on the Uplands trails and issue the RFP in February to begin the work in the Spring. Staff anticipate this will enable a quote more in line with the proposed budget can be achieved. The features being proposed to add this year is based on feedback from users and continuing with features in the concept plan.

Department: Recreation

Report Prepared By: Laura Barkhouse, Trails and Open Space Coordinator

Report Approved By: \_\_\_\_\_ Date: July 22, 2019

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

# RIVER RIDGE COMMON

Municipality of the District of Lunenburg  
WORK TO DATE 190731  
UPPER PARK ZONE

*Proposed easement*

*existing*



Google Earth

Images © 2019 CNES / Airbus

PARK SIGNAGE PROGRAM: NOT SHOWN (EX.)

PICNIC TABLE & BENCHES (EX.)  
WATERFALL TRAIL (EX.)

BENCH (EX.)

EROSION SLOPE REPAIR (EX.)

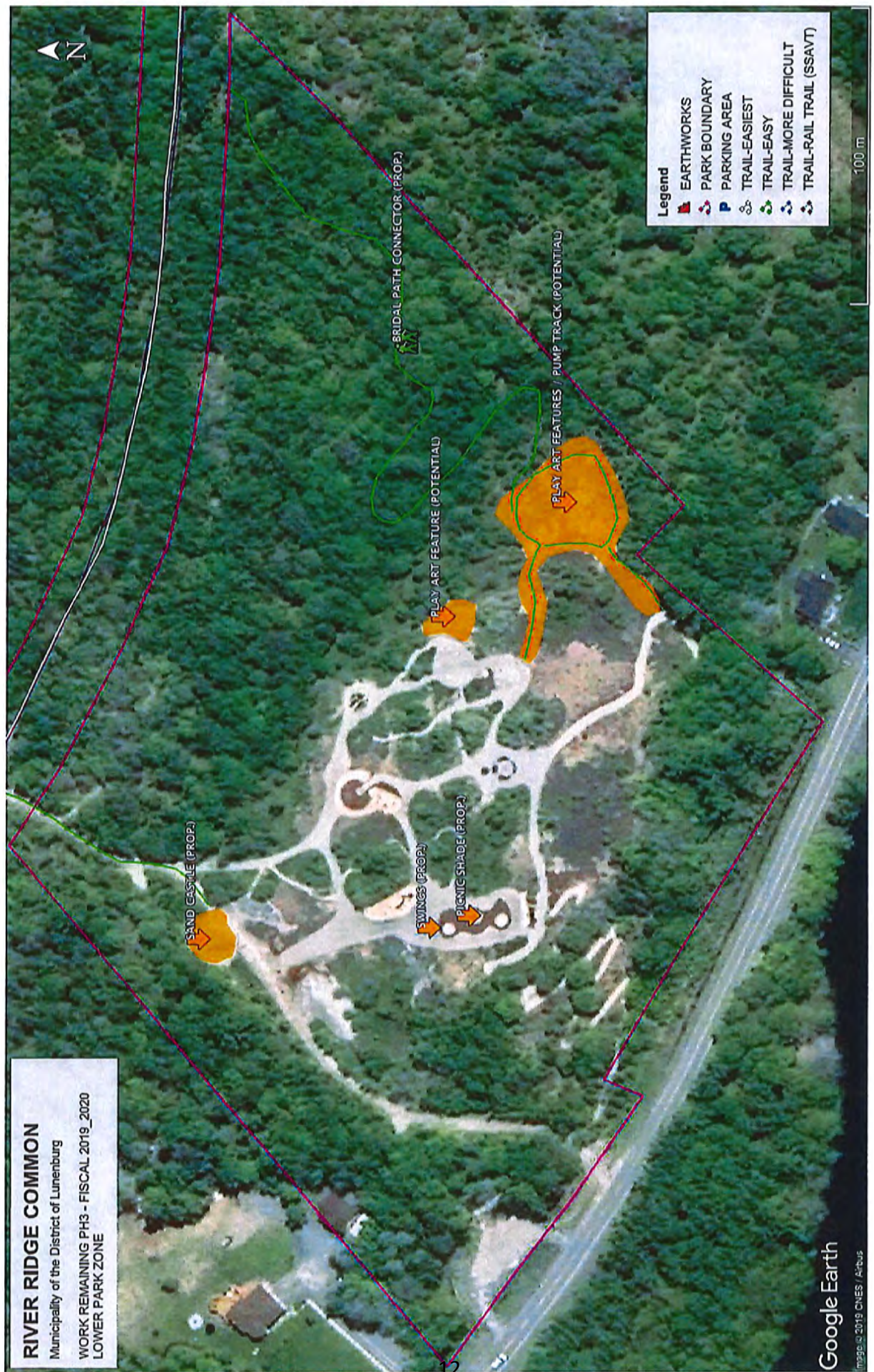
GATE  
TOILETS  
GATE  
BRIDAL PATH (EX.)

MOSS BROOK WAY LOOPS (EX.)

- Legend**
- EARTHWORKS
  - PARK BOUNDARY
  - PARKING AREA
  - PLAY ART FEATURE
  - TRAIL-EASIEST
  - TRAIL-EASY
  - TRAIL-MORE DIFFICULT
  - TRAIL-RAIL TRAIL (SSAVT)

200 m

**RIVER RIDGE COMMON**  
 Municipality of the District of Lunenburg  
 WORK REMAINING PH3 - FISCAL 2019\_2020  
 LOWER PARK ZONE





## **Regional Emergency Management Organization**

August 27, 2019

1

### **Introduction**

- Angela Henhoeffler, Regional Emergency Management Coordinator
- Full-time role (increased from 14 hrs)



2

## Regional Emergency Management Organization

- *Nova Scotia Emergency Management Act, 2014*
- Municipality of Lunenburg By-Law (March 2005)
- REMO Agreement (Signed January 2017)
  - Municipality of Chester
  - Municipality of Lunenburg
  - Town of Bridgewater
  - Town of Lunenburg
  - Town of Mahone Bay



3

## Emergency Management Cycle



4

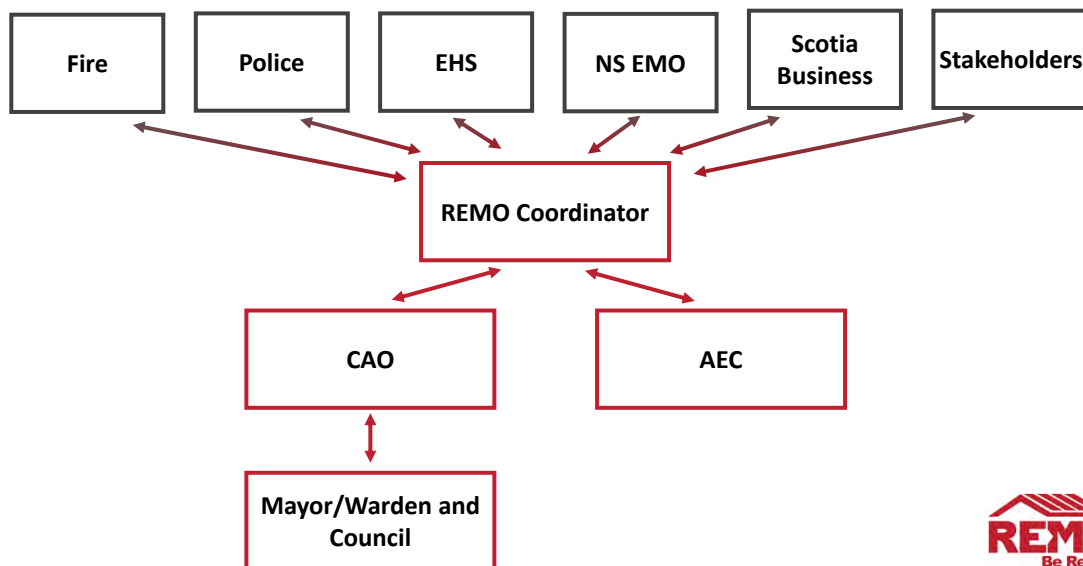
## Future Workplan

- Working with CAOs of the five units to create a future workplan
- Meeting/interviewing stakeholders and REMO Advisory Committee to identify areas of concern
- Workplan will be presented to CAOs



5

## During a response



6

## Outreach

- Public education and outreach
- Stakeholder engagement
- Twitter: @RegionalEMO
- Facebook: Working toward one consolidated page



7

## Questions



8

**Approved by Municipality of Lunenburg Council  
March 8, 2005**

(Same for each participating Municipal Unit)

**REGIONAL EMERGENCY MEASURES BYLAW**

A Bylaw to Provide for a Prompt and Coordinated Response to a State of Local Emergency.

The Council of the Municipality of the District of Lunenburg, under the authority vested in it by the *Municipal Government Act*, R.S.N.S. 1999, and the *Emergency Measures Act*, R.S.N.S. 1990, C.8, s. 10, enacts as follows:

**SHORT TITLE**

1. This Bylaw may be cited as the "Regional Emergency Measures Bylaw".

**INTERPRETATION**

2. In this Bylaw,
  - a. "Act" means the *Emergency Measures Act*, R.S.N.S. 1990, c.8;
  - b. "Agreement" means the Inter-Municipal Emergency Services Agreement among the Town of Bridgewater, Town of Mahone Bay, Municipality of the District of Chester, and the Municipality of the District of Lunenburg pursuant to Section 10 (2) of the Act, approved in accordance with this Bylaw and effective upon the approval of all Municipal Member Units approval by appropriate motion by each Council, and as amended from time to time;
  - c. "Council" means the Council of the Municipality of the District of Lunenburg;
  - d. "Councils" means the Councils of the Town of Bridgewater, Town of Mahone Bay, Municipality of the District of Chester, and the Municipality of the District of Lunenburg;
  - e. "Councillor" means a member of the Council;
  - f. "Director" means the Director of the Nova Scotia Emergency Measures Organization;
  - g. "Emergency" means a present or imminent event which requires the prompt coordination of action or regulation of persons or property to be undertaken to protect property or the health, safety or welfare of people;
  - h. "Minister" means the member of the Executive Council of the Province of Nova Scotia to whom is assigned the administration of the Act and Regulations;

- i. "Emergency Measures Plan" means plans, programs or procedures prepared by the Regional Emergency Measures Organization (REMO) that are intended to mitigate the effects of an emergency or disaster and to provide for the safety, health, or welfare of the civil population and the protection of property in the event of such an occurrence;
- j. "Regional Unified Command Group" (RUCG) means the group established by the Agreement to plan for and be responsible for the executive direction and management of emergency activities;
- k. "Regional Emergency Measures Coordinator"(REMC) means the person appointed to serve as the staff person in accordance with the Agreement;
- l. "Regional Emergency Measures Organization" (REMO) means the Organization established as per the Agreement;
- m. "Regional Emergency Measures Planning Committee" (REMPC) means the Committee responsible to develop and recommend policy and emergency plans to the Regional Unified Command Group;
- n. "State of Emergency Regulations" means regulations approved by the Governor in Council by Order in Council 92-61, Regulation 17/92, as amended from time to time;
- o. "State of Local Emergency" means a State of Local Emergency declared by the Council of a participating Municipality pursuant to the Act or by a Mayor or Warden in the event Council cannot be assembled in a timely manner or renewed pursuant to the Act and Regulations made pursuant thereto and this Bylaw.

### **REGIONAL EMERGENCY MEASURES ORGANIZATION**

- 3. The Council hereby agrees to the establishment of a Regional Emergency Measures Organization in accordance with the Agreement.
- 4. The Regional Emergency Measures Organization shall consist of the following persons and Committees:
  - a. a Regional Unified Command Group;
  - b. a Regional Emergency Measures Coordinator; and
  - c. a Regional Emergency Measures Planning Committee

**REGIONAL UNIFIED COMMAND GROUP**

5. The Council of each member Unit shall appoint two members, one of whom shall be the senior elected Municipal official, to the Regional Unified Command Group in accordance with the Agreement, for such term as the Agreement provides.
6. The Regional Unified Command Group shall
  - a. be responsible for directing and overseeing the development of the regional emergency measures plan;
  - b. brief Council(s) on the development of these plans;
  - c. recommend the Declaration of a State of Local Emergency to the Council(s) of participating municipalities as required, or in the event such Council(s) cannot be assembled in a timely manner, the senior elected official of the affected Municipality(s) may declare such a state in accordance with the Act.
  - d. be responsible for the Executive direction and management of emergency activities during a State of Local Emergency;
  - e. with the approval of the Minister, recommend the renewal of a State of Local Emergency;
  - f. brief Council(s) on developments during a State of Local Emergency;
  - g. recommend the termination of a State of Local Emergency;
  - h. ensure a copy of any signed Declaration of a State of Local Emergency is delivered to EMO NS who in turn will deliver to the Director and the Minister;
  - i. Following the signature of a Declaration of a State of Local Emergency shall immediately cause the declaration or termination to be communicated or published by such means as the Council considers the most likely to make the contents of the declaration or termination known to the people of the area affected.

**REGIONAL EMERGENCY MEASURES COORDINATOR**

8. The Regional Emergency Measures Coordinator shall be appointed in accordance with the Agreement.
9. The Regional Emergency Measures Coordinator shall be paid for work incurred under this Bylaw in accordance with the Agreement.
10. The Regional Emergency Measures Coordinator shall:
  - a. Chair the Regional Emergency Measures Planning Committee;
  - b. coordinate and prepare the regional emergency measures plan;
  - c. perform such duties as may be required by the Regional Unified Command Group or as provided for in the Agreement.

**REGIONAL EMERGENCY MEASURES PLANNING COMMITTEE**

11. Each party shall appoint appropriate local Municipal emergency measures coordinating representatives to the Regional Emergency Measures Planning Committee as the Agreement provides.
12. The provision of appropriate representatives and their alternates to the Regional Emergency Measures Planning Committee will be coordinated by the Regional Emergency Measures Coordinator. The Regional Emergency Measures Planning Committee shall include, but not be limited to, persons responsible during an emergency to provide:
  - a. community services;
  - b. law enforcement;
  - c. fire control;
  - d. engineering services;
  - e. pre-hospital emergency/health services;
  - f. public information;
  - g. transportation;
  - h. communications;

- i. hospital services;
  - j. utilities;
  - k. financial services and administration;
  - l. legal services.
13. The Regional Emergency Measures Planning Committee shall:
- a. assist the Regional Emergency Measures Coordinator in the coordination and preparation of the regional emergency measures plan;
  - b. advise the Regional Unified Command Group as required on the development of the regional emergency measures plan, and
  - c. assume Incident Command System (ICS) duties within any Regional Emergency Operations Centre (EOC) that might be established in response to an emergency requirement in the region in accordance with the Regional Emergency Measures Plan.

#### AGREEMENTS

14. The Council agrees that the Regional Unified Command Group may enter into Agreements with the Government of Canada, the Province of Nova Scotia, a Municipality, city or town, any other agency, or any person during an emergency only. Any long-term Agreements must be approved by a simple majority of the member Units as parties to the Agreement.

#### DUTY OF COUNCIL

15. a. The Council may appropriate and expend monies to pay reasonable expenses of members of the Regional Unified Command Group, the Regional Emergency Measures Coordinator and the Regional Emergency Measures Planning Committee; and to fulfill the terms and conditions of any Agreements as per Section 14.
- b. As per Section 10 (1) (e) of the *Emergency Measures Act*, Council must approve the Regional Emergency Measures Plan;

**DUTIES DURING A STATE OF LOCAL EMERGENCY**

- 16. Following the issuance of a declaration under Section 6, and for the duration of the State of Local Emergency:
  - a. every Councillor shall keep the Warden/Mayor posted respecting their whereabouts;
  - b. every employee, servant, and agent of the Municipality who has a key role to play in such emergencies as identified in the Regional Emergency Measures Plan shall:
    - i. advise the Regional Emergency Measures Coordinator of their whereabouts; and
    - ii. fulfill such duties as may be prescribed

**MINUTES OF MEETING**

- 17. Minutes of all meetings of the Regional Uniform Command Group and the Regional Emergency Measures Planning Committee shall be taken and a copy forwarded to each Municipality within fourteen days of the meeting.

**REPEAL**

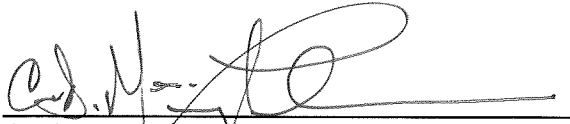
- 18. The Emergency Measures Bylaw of the Municipality of the District of Lunenburg approved by the Minister of Emergency Measures (NS) on February 22, 1994, and the Minister of Municipal Affairs on February 25, 1994 is hereby repealed. This repeal comes into effect upon all participating parties signing the Inter-Municipal Emergency Services Agreement.

I, D. E. Quinn, Chief Administrative Officer of the Municipality of the District of Lunenburg, do hereby certify that the foregoing is a true copy of the Regional Emergency Measures Bylaw for the Municipality of the District of Lunenburg which was duly approved at a duly called meeting of the Municipal Council of the Municipality of the District of Lunenburg duly held on the 8<sup>th</sup> day March, A.D., 2005.

DATED at Bridgewater, N. S. this 16<sup>th</sup> day of May, A.D., 2006.

*Douglas E. Quinn*  
.....  
DOUGLAS E. QUINN, C. A. O.

Recommended for approval:



Craig D. MacLaughlan  
CEO/Deputy Head  
Emergency Measures Office (NS)

Dated at Halifax this 27 day of June, 2006.



Honourable Ernest L. Fage  
Minister Responsible for the  
Emergency Management Act

Dated at Halifax this 4th day of January, 2007.

Service Nova Scotia  
and Municipal Relations

Recommended for  
approval of the Minister

  
.....  
Department Solicitor

APPROVED this 5<sup>th</sup> day  
of March, 2007

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

**AN INTER-MUNICIPAL EMERGENCY SERVICES AGREEMENT**

THIS AGREEMENT is made in seven copies this 8 day of January 2017.

AMONG:

The **MUNICIPALITY OF THE District of Lunenburg**, a municipal body corporate pursuant to the *Municipal Government Act*;

-and-

The **MUNICIPALITY OF THE District of Chester**, a municipal body corporate pursuant to the *Municipal Government Act*;

- and -

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

-and-

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

-and-

The **TOWN OF Lunenburg**, a municipal body corporate pursuant to the *Municipal Government Act*.

WHEREAS 4 of the 5 the parties hereto previously entered into an inter-municipal emergency services agreement, effective on August 1, 2005;

AND WHEREAS 4 of the 5 parties previously entered into a new inter-municipal emergency services agreement effective on April 1, 2011;

AND WHEREAS all parties now wish to enter a new inter-municipal emergency services agreement to be effective March 21, 2016.

NOW THEREFORE witness in consider of the mutual promises and covenants contained herein the parties hereto agree as follows:

General

1. The Purpose of this inter-municipal services agreement, hereafter called (Agreement) is

to provide for a coordinated response to an emergency occurring within Lunenburg County, including the Municipality of the District of Lunenburg, the Municipality of the District of Chester, the Town of Bridgewater, the Town of Mahone Bay, and the Town of Lunenburg referred to in this Agreement as the (region).

2. This Agreement also provides for the parties to render mutual aid with respect to personnel and equipment during an emergency.
3. This Agreement is to provide for the joint provision of services and facilities by the municipal units in the region pursuant to Part III – 60 (1) of the *Municipal Government Act* and section 10 (2) (c) of the *Emergency Management Act*.
4. The planning for and coordination of emergency service delivery during a real or imminent emergency as defined by the *Emergency Management Act*, shall be provided by the Regional Emergency Measures Organization, referred to in this Agreement as the (REMO).

#### Host Municipality

5. The Municipality of the District of Lunenburg is hereafter called the Host Municipality, and as such, will provide a communications room and the Regional Emergency Operations Centers (REOC). The District of Chester shall also provide an EOC site for the REMO.
6. The Host Municipality will be responsible for all administrative functions including financial, record keeping, minute taking and reporting on behalf of REMO during non-emergency situations.
7. The Host Municipality will include the Regional Emergency Management Coordinator, assets and activities on their Municipality's liability insurance policy.

#### Structure

8. The REMO shall consist of a Regional Emergency Management Advisory Committee, a Regional Emergency Management Planning Committee and the Regional Emergency Management Coordinator and Assistant Emergency Management Coordinators from each unit.

#### Regional Advisory Committee

9. The Regional Emergency Management Advisory Committee shall be responsible for the direction and management of emergency preparedness activities within the region and to advise the appointing Councils pursuant to section 10 (1) (d) of the *Emergency Managements Act*.
  - a. Each party to this agreement shall appoint to the Regional Emergency Management Advisory Committee two (2) members of its Council, one of

whom shall be the Mayor or Warden. Each party shall further appoint an alternate to act in the place of a member if absent.

- b. Members of the Regional Emergency Management Advisory Committee are appointed for the same term of office as the Council that appoints them and hold office until their successors are named. (subject to a. above)
- c. In the event of a vacancy occurring, the Council that appointed the member shall appoint a replacement within six weeks after the vacancy occurs.
- d. The Regional Emergency Management Advisory Committee shall annually name one of its members to be chair and one to be vice-chair, to act in the absence of incapacity of the chair.
- e. The chair or other person presiding shall vote on every question before the Regional Emergency Management Advisory Committee.
- g. Quorum for the Regional Advisory Committee shall be 50% plus one.
- h. The Chief Administrative Officers/Managers and the Assistant Emergency Coordinators for each Municipal unit as well as the Regional Emergency Management Coordinator shall be non-voting members of the Regional Advisory Committee

#### Regional Planning Committee

- 10. The Regional Emergency Management Planning Committee shall be responsible for recommending policy and procedures to the Regional Emergency Management Advisory Committee for maintaining a reasonable state of preparedness for emergencies and shall consist of representatives of emergency services and other agencies which may have direct operational responsibilities in an emergency.
  - a. Each party to this agreement shall appoint the respective Assistant Emergency Management Coordinator, staff members, and where it is appropriate volunteer agency representatives, to the Regional Emergency Management Planning Committee.
  - b. The Regional Emergency Management Coordinator (REMC) shall chair the Regional Emergency Management Planning Committee.

#### Regional Emergency Management Coordinator

- 11. All parties agree that the Regional Emergency Management Coordinator shall be an employee of the Municipality of the District of Lunenburg and shall serve as the staff member of REMO. The Regional Emergency Management Coordinator (REMC) shall be appointed by the Advisory Committee to act as the REMC.
  - a. Should the position of the Regional Emergency Management Coordinator become

vacant, it will be the responsibility of the CAO of the Municipality of the District of Lunenburg to fill the vacancy in accordance with the hiring policies of the Municipality of the District of Lunenburg. The selection committee shall consist of the CAO's of the participating municipalities.

#### Assistant Emergency Management Coordinators

12. The parties agree that each Municipality shall appoint a staff member as an Assistant Emergency Management Coordinator to act as a liaison with the REMC.

#### Emergency Operations

13. The REMO shall be the organization directly responsible for the control and conduct of emergency response operations according to the plans and procedures adopted by the parties from time to time. When the capacity of REMO is exceeded, or is likely to be exceeded, REMO will activate support from other agencies in accordance with formal or informal arrangements.
14. The REMO is authorized to operate, maintain and manage physical facilities for emergency activities both at the scene of the emergency and at a centralized coordination facility.
15. The host Municipality is empowered to acquire or contract for the use of equipment, facilities and personnel necessary or advisable to carry out the responsibilities assigned to REMO by this Agreement.
16. The host Municipality may contract with any person or organization, including a municipal unit and a municipal unit which is party to this agreement, for the provision of any service of facility necessary or advisable to carry out the responsibilities assigned to the REMO by this Agreement.
17. Any capital asset created or acquired by the REMO shall be owned jointly by the parties in the proportion they contributed at the time of purchase except for assets contributed solely by a particular municipality and those assets shall remain the property of that municipality.
18. The REMO shall establish its own Concept of Operations to guide the Regional Emergency Operations Center.
19. The parties recognize that an emergency may require the sharing or redeployment of personnel and equipment in order to save lives or minimize damage to property or the environment, and undertake to provide personnel and equipment as deemed appropriate by the Regional Emergency Management Advisory Committee and recommended by the Regional Emergency Management Planning Committee.
  - a. Any cost eligible for DFA funding and associated with the deployment of resources of a responding municipality during a present of imminent emergency will be borne by the requesting municipality.

- b. Other extraordinary costs incurred in the provision or assistance of a municipality shall be borne by the requesting Municipality. Extraordinary costs are defined as including, but not limited to, costs that are above and beyond the usual day to day expenses, including payment of overtime, payment of travel expenses (meals, accommodations and mileage), repairs to equipment damaged while rendering aid and any other items which would be mutually agreed to by the parties to this Agreement.
20. The parties shall share the cost of operations of the REMO based on an annual budget divided proportionally based upon current uniform assessment.
  - a. The Advisory Committee shall recommend to the parties of this Agreement an Operating and Capital Budget by February 1 of the fiscal year prior to the fiscal year of the recommended budget. The approval of the Operating and Capital Budget will be subject to the approval of a minimum of two municipal units containing at least 51% of the uniform assessment.
  - b. Actual dollar contribution of the Municipalities shall be based on the annual budget of the REMO.
  - c. The host municipality will invoice the other contributing Municipality(s) for their portion of the actual costs that are additional to their annual contribution. Billing after year end to be adjusted to reflect actuals.
  - d. In the event the REMO requires additional money for capital or operating purposes, any such increase shall be approved by the parties in accordance with clause 20(a).
21. The fiscal year of the REMO shall be from April 1 to March 31 of the following year.
22. This Agreement is conditional on the parties passing a complementary by-law respecting the coordinated response to an emergency pursuant to the *Emergency Management Act*.

#### Termination of Agreement

23. This Agreement has effect commencing March 21, 2016, and replaces the former Agreement which was effected on April 1, 2011.
24. This Agreement has effect from year to year until terminated by the agreement of all parties.
25. This Agreement continues in force until notice of termination is given by the Council of any party to the Councils of the other parties not less than one (1) year prior to the intended termination date, which shall be the 31<sup>st</sup> day of March in a year to be specified in the notice of termination.
26. Any party withdrawing from this Agreement remains responsible for its share of any liabilities of the REMO incurred up to the date of the withdrawal and any severance,

penalty or other costs necessarily incurred by the REMO as a result of the withdrawal.

27. Upon dissolution of the REMO by unanimous consent of the parties, the assets of the REMO are vested in the parties and the parties are responsible for the liabilities of the REMO in proportion to the amounts contributed by the parties at that time. The Host Municipality shall reimburse the other units based on an appraised value of the assets multiplied by their percent contribution at the time of purchase. This excludes the assets of the alternative EOC which the Municipality of the District of Chester shall reimburse the other units based upon the appraisal of the assets multiplied by their percent contribution at the time of purchase.

#### Indemnification

28. Each party shall indemnify its representatives from any liability that may arise as a result of that member acting as a member of the REMO.

#### Dispute Resolution

29. If any disagreement arises among the parties as to the proper interpretation of this agreement that cannot be resolved, the parties shall submit the area of disagreement to an arbitrator as provided by the *Arbitration Act*.
30. The parties acknowledge and agree that all headings are inserted for convenience only and do not form part of the agreement.
31. This Agreement is governed by the laws of Nova Scotia.

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

DATED this 21<sup>st</sup> day of March, 2016 A.D.

SIGNED, SEALED AND DELIVERED

in the presence of:

Per: Joanne Powers  
Witness

Per: [Signature]  
Witness

Per: [Signature]  
Witness

Per: [Signature]  
Witness

Per: [Signature]  
Witness

Kelly Jardine  
Witness: Kelly Jardine

)  
)  
) THE MUNICIPALITY OF THE District of Lunenburg  
)  
) Per: [Signature]  
) Mayor  
) Per: [Signature]  
) Municipal Clerk

)  
) THE MUNICIPALITY OF THE District of Chester  
)  
) Per: [Signature]  
) Warden  
) Per: [Signature]  
) CAO

)  
) THE TOWN OF Bridgewater  
)  
) Per: [Signature]  
) Mayor  
) Per: [Signature]  
) CAO

)  
) THE TOWN OF Mahone Bay  
)  
) Per: [Signature]  
) Deputy Mayor  
) Per: [Signature]  
) CAO

)  
) THE TOWN OF Lunenburg  
)  
) Per: [Signature]  
) Mayor  
) Per: [Signature]  
) CAO / Clerk

July 25, 2019

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

Dear Mayor and Councillors:

The Heritage Advisory Committee in session July 25, 2019 made the following recommendation to Municipal Council:

**That Municipal Council approve the substantial alteration to the Municipal Heritage Property of Northwest Untied Baptist Church, located at 1609 Big Lots Road, by permitting replacement of the asphalt roof shingles with metal roofing as proposed.**

Respectfully submitted,

Chairperson and Members,  
Heritage Advisory Committee

/jh

Attachments



# Municipality of the District of Lunenburg

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## REQUEST FOR DECISION

**REPORT TO:** Heritage Advisory Committee

**SUBMITTED BY:** Byung Jun Kang, Planner

**DATE:** July 25, 2019

**SUBJECT:** Application to Alter a Municipal Heritage Property – Northwest United Baptist Church at 1609 Big Lots Road, Northwest, NS

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### ORIGIN

Application received from the Trustees of the Northwest United Baptist Church on June 21, 2019.

### LEGISLATIVE AUTHORITY

*Heritage Property Act*, Clause 13(b): “The heritage advisory committee may advise the municipality respecting an application for permission to substantially alter or demolish a municipal heritage property.”

### RECOMMENDATION

Staff recommends that the Heritage Advisory Committee approve the substantial alteration to the Northwest United Baptist Church (Canadian Register of Historic Places Identifier 00PNS0254) as proposed, by recommending the following motion:

***That the Heritage Advisory Committee recommends that Municipal Council approve the substantial alteration to the Municipal Heritage Property of Northwest United Baptist Church, located at 1609 Big Lots Road, by permitting replacement of the asphalt roof shingles with metal roofing as proposed.***

## BACKGROUND

Staff received a request in June 2019 for an exterior alteration to the Northwest United Baptist Church, a registered municipal heritage property, at 1609 Big Lots Road, Northwest, NS. The request, in Appendix A, is to replace the asphalt roof shingles with dark brown metal roof to match the existing trim on the building. Additionally, the flashing on the rakes and eaves would be a custom width in order to leave the existing wood trim exposed.

Justification for alteration is that (1) the roof is overdue for replacement, and (2) the older style of the church was a standing seam metal roof and the Trustees would like to revert to that style. The construction is not expected to commence until September 2019, following the approval from Municipal Council.

Pursuant to Policy MDL-27 (Alterations to Municipal Heritage Properties), Subclauses 4.1(a) and 4.1(b)(ii), changing the colour scheme of the structure and altering the roof shape with respect to style are considered substantial alternations. Therefore, review and approval from the Heritage Advisory Committee and Municipal Council is required, as stated in Subsection 5.2 of the same Policy. Upon approval from Municipal Council, the applicant must complete the proposed substantial alteration within 12 months of the date of approval.



*Figure 1.* Northwest United Baptist Church (1914). This figure illustrates the church with a metal roof as it was in the 1912-1914 period.



*Figure 2.* Northwest United Baptist Church (2019). This figure displays the style of the church as it is today, with asphalt shingles.



*Figure 3.* Example of the proposed metal roof style, constructed by Wall's Metal Roofing in Blockhouse, NS.

## DISCUSSION

Heritage Advisory Committee passed a motion in 2006 respecting the *Standards and Guidelines for the Conservation of Historic Places in Canada*. The standards and guidelines were deemed appropriate in consideration of substantial alterations of heritage properties in the Municipality.

**Rehabilitation Project Standards.** The guideline states that it is important to decide whether a conservation project falls under *Preservation, Rehabilitation, or Restoration*. Considering that the application was made due to an overdue replacement of roof, this conservation project is deemed as a *Rehabilitation* project. *Rehabilitation* is considered as the primary treatment when (1) repair or replacement of deteriorated features is necessary; (2) alterations or additions to the historic place are planned for a new or continued use; and (3) depiction during a particular period in its history is not appropriate. Such projects must consider Standards 1 to 12. The following is a summary of the 12 standards for a *Rehabilitation* project, with the full standard attached as Appendix B:

1. Do not remove, replace, alter repairable character-defining elements;
2. Conserve changes to an historic place that, over time, have become a part;
3. Adopt an approach calling for minimal intervention;
4. Do not add elements from other historic places or other properties;
5. Find a use for an historic place that requires minimal change to its elements;
6. Protect archaeological resources in place;
7. Use the gentlest means possible for any intervention;
8. Repair character-defining elements by reinforcing their materials;
9. Make any intervention needed to preserve character-defining elements;
10. Repair rather than replace character-defining elements;
11. If too deteriorated to repair, replace with new elements that matches the forms;
12. Create new additions so that the essential form will not be impaired.

**Character-Defining Elements.** According to Parks Canada, the character-defining elements of Northwest United Baptist Church relating to its Meeting House Transition Phase style architecture include:

- off-centre single main entrance on the gabled end;
- two-and-a-half storey wood frame structure;
- medium pitch gable roof;
- return eaves;
- corner boards designed as Greek Revival pilasters with simple capitals;
- two sets of one-over-one vertical-sashed windows on the gabled end, with main entrance off to side, and with top window located near return eave;

- a centered paned window in mid peak of gabled end with main entrance that form a point, with diagonal corners;
- a three-bay façade of vertical sashed windows over another three-bay façade of vertical sashed windows on the elevation facing the Northwest Road all with 12/8 panes;
- two vertical sashed windows on rear face flanking a triple set of Gothic Revival arch windows; and
- cemetery in continuous use.

Although the list of character-defining elements mentions roof features, such as medium pitch gable roof and return eaves, the use of asphalt as roof material has not been identified as a character-defining element. In fact, roof material used pre-1920s may be considered as part of a restoration effort.

**Previous Cases of Alteration.** Municipal Council has approved re-shingling of a heritage property roof in the past. Recent approval includes St. Barnabas Anglican Church in May 2015, and LaHave Islands Marine Museum in April 2017. Both applicants requested to change their roofs from the asphalt shingles to metal roofing.

## ALTERNATIVES

Heritage Advisory Committee may recommend the approval of the substantial alteration with additional conditions suggested to Municipal Council.

Another measure that the Committee may pursue is to recommend that Municipal Council deny the approval of this proposed alteration.

## ATTACHMENTS

Appendix A: Proposal letter from the applicant

Appendix B: The Standards for Heritage Properties Rehabilitation Projects (pp. 22-35)

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Department: Planning & Development Services  
 Laserfiche Directory: 66310-30

Report prepared by: Byung Jun Kang, Planner Date: 2019.06.24  
 Report approved by: Jeff Merrill, Director of Planning Date: 2019.07.05

1054 Oakland Road  
Mahone Bay RR2  
B0J 2E0

Jeff Merrill  
Municipality of Lunenburg  
210 Aberdeen Road  
Bridgewater, NS  
B4V 4G8

Dear Jeff:

**Re: new roof, Northwest United Baptist Church**

The Northwest United Baptist Church at 1609 Big Lots road, Northwest, is a Municipal Heritage Property. The existing roof material on the building is asphalt shingle, which is overdue for replacement. The church would like to install a metal roof on the building, as it has had in the past.

I understand this may be considered by the Municipal Heritage Advisory Committee to be a substantial alteration of the appearance of this heritage building. We request that the committee review the matter and allow the church to do this maintenance project.

I attach three pictures. The first one shows the church as it is today. The second one shows the church with a metal roof, as it was in the 1912-14 period. The third shows the metal roof style we propose this year, which is very similar to the older style. The proposed colour would be dark brown, to match the existing trim on the building. The flashing on the rakes and eaves would be a custom width, to leave the existing wood trim exposed.

Yours Sincerely

Geoff MacDonald, Trustee  
Northwest United Baptist Church

# THE STANDARDS

The Standards are not presented in a hierarchical order. All standards for any given type of treatment must be considered, and applied where appropriate, to any conservation project.

## General Standards for Preservation, Rehabilitation and Restoration

1. Conserve the *heritage value* of an *historic place*. Do not remove, replace or substantially alter its intact or repairable *character-defining elements*. Do not move a part of an historic place if its current location is a character-defining element.
2. Conserve changes to an *historic place* that, over time, have become *character-defining elements* in their own right.
3. Conserve *heritage value* by adopting an approach calling for *minimal intervention*.
4. Recognize each *historic place* as a physical record of its time, place and use. Do not create a false sense of historical development by adding elements from other historic places or other properties, or by combining features of the same property that never coexisted.
5. Find a use for an *historic place* that requires minimal or no change to its *character-defining elements*.
6. Protect and, if necessary, stabilize an *historic place* until any subsequent *intervention* is undertaken. Protect and preserve archaeological resources in place. Where there is potential for disturbing archaeological resources, take mitigation measures to limit damage and loss of information.
7. Evaluate the existing condition of *character-defining elements* to determine the appropriate *intervention* needed. Use the gentlest means possible for any intervention. Respect *heritage value* when undertaking an intervention.
8. Maintain *character-defining elements* on an ongoing basis. Repair character-defining elements by reinforcing their materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving *prototypes*.
9. Make any *intervention* needed to preserve *character-defining elements* physically and visually compatible with the *historic place* and identifiable on close inspection. Document any intervention for future reference.

## Additional Standards Relating to Rehabilitation

- 10.** Repair rather than replace *character-defining elements*. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the *historic place*.
- 11.** Conserve the *heritage value* and *character-defining elements* when creating any new additions to an *historic place* or any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.
- 12.** Create any new additions or related new construction so that the essential form and integrity of an *historic place* will not be impaired if the new work is removed in the future.

## Additional Standards Relating to Restoration

- 13.** Repair rather than replace *character-defining elements* from the *restoration* period. Where character-defining elements are too severely deteriorated to repair and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements.
- 14.** Replace missing features from the *restoration* period with new features whose forms, materials and detailing are based on sufficient physical, documentary and/or oral evidence.

# STANDARD 1



The character-defining interior features and finishes, such as the birch floors, window frames and views of the city at Habitat 67 in Montreal, have been carefully maintained, repaired and retained.

**(a) Conserve the *heritage value* of an *historic place*. (b) Do not remove, replace or substantially alter its intact or repairable *character-defining elements*. (c) Do not move a part of an historic place if its current location is a character-defining element.**

Part (a) states that the overarching objective of heritage conservation is to conserve heritage value. If an historic place has been formally recognized, the designating authority will likely have prepared a document outlining the place's values, such as a Statement of Significance. These values are embodied in character-defining elements.

Part (b) outlines how to conserve heritage value by minimizing changes to character-defining elements. Identifying character-defining elements helps guide where necessary interventions should and should not take place.

Part (c) addresses the wholeness of a place and reinforces that spatial relationships can be character-defining. In a garden, for example, moving a central feature to another location affects the heritage value of the entire landscape. In an archaeological site, location may be critical to understanding other elements that are now missing. In an engineering work, machinery moved from its original position can lose part of its meaning, thus diminishing its heritage value.



Centuries ago, the inland Inuit, or Kivallirmiut, recognized the hunting potential of the annual fall crossing of massive herds of caribou and began establishing seasonal camps along the Kazan River. Today Fall Caribou Crossing NHSC in Nunavut, is noted not only for its archaeological remains and former importance to the Kivallirmiut, but also for its natural landscape, continued use as a hunting area and the vitality of the oral history and traditions of the people who know it best. Moving any of these stones would impair heritage value.

# STANDARD 2

**Conserve changes to an *historic place* that, over time, have become *character-defining elements* in their own right.**

It is natural and necessary for places to evolve, reflecting changes in the community and culture of that they are a part. Places may be modified for reasons of taste, for the changing nature of their use, or to adapt to evolving conditions and technologies. Changes that mark significant changes, or that are considered expressions of their time, may be deemed to have a value in their own right.

Factories and other industrial works are constantly adapted. Retaining these adaptations may be important in telling the story of changing technology or the growth of a particular industry. Commercial and residential interiors were often changed with new ownership or passing trends. For example, a 1950s cafeteria in a 1910 office building may have its own distinct value as part of the evolution of that historic place.

A fine old storefront that has been modernized may have lost its heritage value. However, some changes may have acquired value, such as an art-deco stainless steel over-cladding or a marquee added to a popular urban theatre. Not every change to an historic place has heritage value, but those that do should be identified in a Statement of Significance. For historic places that were formally recognized some time ago, the process of determining if there is heritage value associated with later changes is an important step in the conservation process.



The lean-to is a character-defining element that shows the evolution of the Addison Sod House in Saskatchewan from a rustic sod dwelling to a comfortable home. Removing the later changes to restore the house to an earlier period would not be appropriate because it would remove elements that have heritage value.



Over the years, several landscape architects and architects have made specific contributions to the evolving functions of Vancouver's Stanley Park. These include the play areas, totem groupings and aquarium that are now integral to the park's heritage value.

## STANDARD 3



When the windows of Lefurgey House in Summerside, PEI were damaged in a fire, instead of replacing the entire windows, only the broken glass was replaced. The replacement glass, salvaged from a nearby house that was replacing its windows, had similar properties and wavy appearance.

**Conserve heritage value by adopting an approach calling for *minimal intervention*.**

*Minimal intervention* in the context of heritage conservation means doing enough, but only enough to meet realistic objectives while protecting heritage values.

Minimal does not mean, doing little or nothing, or the least possible. In fact, enough intervention to arrest and correct deterioration, meet codes, or introduce new services, can be quite extensive. Determining minimal intervention is a matter of rigorous assessment, options analysis and creativity to identify the intervention that balances technical and programmatic requirements with protecting heritage value.

The application of Standard 3 varies depending on the nature of the character-defining element. In a landscape where value resides in living things that mature and die, substantial replanting may be necessary. In the case of an historic bridge that is unable to support current traffic loads, minimal intervention might well mean significant interventions to assure public safety.

For archaeological sites, minimal intervention calls for striking a balance between gaining knowledge from investigations and preserving the resources *in situ*. A certain level of intervention is often necessary to sufficiently understand the heritage value of the archaeological site and to determine the best preservation approach. This can be achieved by selecting the most appropriate and effective research methodology for a specific project such as targeting only necessary excavations and using non-intrusive means of investigation, when appropriate.

Minimal intervention has different meanings for *Preservation*, *Rehabilitation* and *Restoration*. In the context of *Preservation*, it means undertaking sufficient maintenance or repairs to ensure the longevity of the place while protecting heritage value. In the context of *Rehabilitation*, it might mean limiting the proposed new use, addition or changes. In a *Restoration*, minimal intervention is a delicate balance between removals and recreations to represent the historic place's condition at a specific time in its history.



The extensive damage caused by Hurricane Juan to the Halifax Public Gardens required substantial replanting. The large scope of work is still considered a minimal intervention because any less work would have negatively affected the heritage value of the place.

# STANDARD 4

**(a) Recognize each historic place as a physical record of its time, place and use. (b) Do not create a false sense of historical development by adding elements from other historic places or other properties or by combining features of the same property that never coexisted.**

Part (a) of this standard requires us to respect the historic place and to conserve, as best we can, the physical evidence that conveys the significance of the historic place, including its contribution to a specific context and to the social history associated with its uses.

Part (b) discourages the creation of additions that falsify the story of a place. There is always a high risk of loss of authenticity when adding elements from other places or eras.

The materials removed from historic places are often salvaged and reused. Careful consideration must be given to how and where this is done. For example, using a salvaged lamppost from an historic landscape with identifiable characteristics at another site does not conform to the standard. On the other hand, using recycled bricks of the same age and appearance, or reusing identical windows within a building are appropriate from both conservation and *sustainability* standpoints. Where it is deemed critical to the honesty of the work, such additions can be rendered distinguishable in a discreet way.



The Old Strathcona Provincial Historic Area in Edmonton is a diverse historic district. The individuality of each building and evidence of the era of its construction has been maintained. Earlier simply constructed wood buildings stand alongside later more sophisticated masonry buildings and modern infill structures.



The original plans for the Margaret Marin Residence in Edmonton indicate a decorative upper balcony that was never built. During recent renovations, it was decided not to construct this balcony because it would have conveyed a false sense of historical development.

## STANDARD 5

**Find a use for an *historic place* that requires minimal or no change to its *character-defining elements*.**



Despite changing requirements in education, the Lunenburg Academy in Nova Scotia remains in its original building and setting. The Academy was designed using green space, natural lighting and ventilation in a way that is still valid for school use today.

Standard 5 advocates maintaining the use of the place or finding a new viable use that has little impact on its character-defining elements. It is important to find the right function for an historic place to ensure a long-term, stable context for conserving heritage value.

If the current use is a character-defining element, maintaining this use is in accordance with the standard, as long as growth or technological change does not become destructive to its character-defining elements. If maintaining the original use leads to the removal or significant alteration of character-defining elements, the owners and users may need to consider a compatible new use for the historic place.

Finding a new use depends on an analysis of heritage value and physical compatibility with the historic place and its likeliness to provide a lasting, new life for the historic place. Using an old jail as a youth hostel may initially seem like an unusual concept, but it illustrates resourceful, clear-sighted functional analysis as the generator of good reuse: both jails and hostels provide a lot of small rooms for sleeping.

Old buildings are often considered as venues for museums or galleries, but if strict interior environmental conditions are required for that function, complex and potentially destructive interventions may be needed. New uses that require substantial alteration of character-defining elements do not conform to the standard.

In the case of archaeological sites, the intention is seldom to use the archaeological site itself, but rather the space that contains it. It is therefore important that a new use requires minimal intervention and does not alter the character-defining elements that are often submerged or buried underground.



After serving the community for many years as a primary school, the Charlotte Street School in Fredericton now has a new community use as the Charlotte Street Arts Centre. This use required little change to the building's layout and character. Classrooms were maintained to serve as open art studios, dance and music studios and an art gallery. The existing wide corridors and staircases, as well as the classrooms and other spaces, fit the new needs well.



This Dawson City building, originally built to be the temporary location for the government telegraph office, was rehabilitated into housing units.

# STANDARD 6

**(a) Protect and, if necessary, stabilize an *historic place* until any subsequent *intervention* is undertaken. (b) Protect and preserve archaeological resources in place. Where there is potential for disturbing archaeological resources, take mitigation measures to limit damage and loss of information.**

While Standard 5 reinforces the need for an appropriate and sustainable use, part a) of Standard 6 recognizes that there may be a period of vacancy in the life of any historic place, such as a period of inaction at a former industrial site or farm.

*Mothballing*, the temporary closure of an historic place with measures to protect it from vandalism and weather, is a process that requires planning and continual monitoring. For a landscape, mothballing might include taking measures to diminish the risk of insect infestation or plant disease. Archaeological sites can be particularly vulnerable because the resources are often not visible.

Part b) acknowledges a responsibility to protect archaeological resources, but also reinforces the message that they must be protected and preserved *in situ*. This is a highly regulated aspect of conservation: one must identify and engage the authority having jurisdiction. The information required to best preserve and protect the site is gained from a variety of archaeological interventions. A strategy to recover the information using the most appropriate and effective methods needs to be developed in an effort to strike a balance between gaining knowledge from investigations and preserving the resources *in situ*.



Nearby archaeological resources were protected when stabilizing the Prince of Wales Fort in Manitoba. Strategically placed archaeological investigations on the surface of the ramparts established the extent of artifacts, including their depth below the surface.



These buildings, along with others at St. Luke's Anglican Rectory and Church in the Yukon, were temporarily stabilized using a variety of measures including adding sandwich bracing, cable bracing, heavy frames, roll roofing, and covering door and window openings in order to keep out snow and rain. Stabilization allows the structures to be adequately researched and their eventual restoration to be planned.

## STANDARD 7



Ground-penetrating radar was used at McPherson House in Fort Simpson, NT; this guided archaeological excavations limiting the impact on the site.

**(a) Evaluate the existing condition of *character-defining elements* to determine the appropriate *intervention* needed. (b) Use the gentlest means possible for any intervention. Respect *heritage value* when undertaking an intervention.**

Part (a) of Standard 7 refers to a comprehensive examination and assessment of the physical place. Determining if an intervention is needed, and what an appropriate intervention might be, requires an understanding of the physical condition and behaviour of the character-defining elements and the historic place as a whole. The cause and extent of any decay should be based on evidence from a site investigation.

If the condition evaluation reveals a weakness that threatens the historic place's long-term survival, the standard requires assessments and options analysis to determine the appropriate course of action. This standard, in combination with Standard 3, usually leads to intervening only where the existing condition is actively causing further deterioration or weakening the asset.

Part (b) addresses the course of action once it is clear that an intervention is needed. The gentlest means to achieve a reasonable level of conservation should be selected. This includes the technique or methodology itself and the extent of the intervention being considered.

Investigations themselves are forms of intervention and as such should follow a minimal intervention approach. Investigations should begin with observation and non-invasive probes followed by careful sampling and physical openings or selective disassembly if required. The objective is to obtain enough evidence without unnecessarily disturbing the historic place.



A condition assessment and evaluation undertaken before an intervention at Belvedere Cemetery in St. John's Ecclesiastical District, would reveal that the well-aged and weathered patina found on the grave markers is not damaging. It is in fact a character-defining element of this historic place and should be preserved.

# STANDARD 8

**(a) Maintain *character-defining elements* on an ongoing basis. (b) Repair *character-defining elements* by reinforcing their materials using recognized *conservation methods*. (c) Replace *in kind* any extensively deteriorated or missing parts of *character-defining elements*, where there are surviving *prototypes*.**

This standard introduces the basic hierarchy of interventions. Maintain first, then repair rather than replace the deteriorated parts of character-defining elements. If the replacement of a part is the only option, it should be done *in kind*. This approach is closely tied to *minimal intervention* (Standard 3).

Part (a) of this standard promotes the ongoing maintenance of an historic place, an essential but often undervalued aspect of conservation. Rigorous maintenance reduces long-term costs as well as the frequency of major interventions.

Part (b) emphasizes the use of recognized conservation methods when carrying out repairs. Past experiences in conservation offer many cases where the application of unproven new materials or techniques resulted in more damage than good. Techniques and materials must have proven track records and be based on research, analysis and review.

Part (c) introduces the concept of replacement *in kind*. In kind is defined as: with the same form, material and detailing as seen in the existing elements. If the character-defining element is a wood shingle, the standard states that it must be replaced with a wood shingle, and not an asphalt shingle.

Replacement *in kind* may sometimes be difficult, and substitute materials may be necessary when the original materials are damaging to character-defining elements or hazardous to public health. Some mid-20<sup>th</sup> century materials are no longer made or cannot be manufactured in small batches. In a place where the heritage value depends on a material that is no longer available, the ongoing loss of the material will eventually lead to a difficult choice: accepting breakage or replacing the entire material or assembly with one that is physically and visually compatible with the original.



Wrecks at Red Bay NHSC, NL, such as this Basque Period wreck, are reburied using sand and tarp to ensure their long-term preservation. Their condition is periodically assessed through monitoring.



When restoring decorative plaster in the Walker Theatre in Winnipeg, moulds were made of existing plaster elements. The deteriorated plaster was then patched and repaired using the moulds to match the original.



A condition assessment of the exterior walls and frame of this Storehouse at Fort Langley, BC found extensive deterioration of some timbers, which required replacement in kind. The dimensions, hewn finish and species of wood used in the repairs matched those replaced. The photograph shows part of one storehouse wall after the repairs were completed, but before the new timbers were whitewashed.

# STANDARD 9

**(a) Make any *intervention* needed to preserve *character-defining elements* physically and visually compatible with the *historic place* and identifiable on close inspection. (b) Document any *intervention* for future reference.**



The new pieces of stone on the Wellington Wall at the Parliament Grounds in Ottawa are clearly visible on close inspection due to a different tooling technique.

Part (a) of this standard speaks to balancing the need for an *intervention* to be appropriate in physical and visual terms and subtly distinguishable. Compatibility can allow for some variation in the finish or patina, which will serve as the distinguishing factor. Generally, repair and replacement work only needs to be identifiable on close inspection. However, honesty requires that new work be clearly distinguishable from the old by subtle visual means or by date stamping in inconspicuous locations.

Part (b) emphasizes the requirement for documentation to help future decision makers better understand the historic place. It is important to keep good records of all conservation work, including *maintenance*, and to plan for easy retrieval of that data in the future.

While the main reason for making interventions identifiable is honesty, it is also a means of keeping a record of the place. The historic place itself is its own best document.



The grand residential estate at Parkwood in Oshawa is a cultural landscape that covers 4.8 hectares. Aerial photography was used to document the large-scale site during the conservation process.

# STANDARD 10

- (a) Repair rather than replace *character-defining elements*.
- (b) Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements.
- (c) Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the *historic place*.

This standard advocates restraint during a *Rehabilitation* project, recognizing that the wholesale replacement of elements will inevitably have an impact on heritage value. *Rehabilitation* is meant to preserve and not diminish the heritage value of a place; a new use or a substantial reinvestment does not justify extensive replacement.

Part (a) discourages replacing elements that can be repaired. In a rehabilitation project, more latitude is available in choosing the techniques and methods of repair. Modifying a technically problematic detail may be required to ensure long-term performance. In archaeological sites, elements are rarely repaired or replaced. However, in some cases, this may be the most appropriate way to slow deterioration and prevent the loss of heritage value.

Part (b) encourages replacing elements with in-kind versions, when the original is too deteriorated to repair, but enough evidence is available to accurately reproduce the element in kind.

Part (c) addresses the case of historic places in a more advanced state of disrepair, or where significant elements or assemblies are missing. A rehabilitation project must conserve the heritage value of the place despite the insertion of a new element. Compatibility with the historic place is achievable through a range of approaches. The new element could be discreet and compatible in form, material and detailing, or contemporary in design, achieving compatibility through proportion, scale or massing. Addressing significant deterioration is an implicit goal of this standard. If deterioration is not properly addressed, it can result in a loss of heritage value.



In areas of Maplelawn and Gardens NHSC in Ottawa where insufficient historical evidence existed, a Rehabilitation approach was taken. New perennial beds were designed using adjacent layouts and historical information from other parts of the garden as inspiration. This approach resulted in compatible new beds that completed the garden and strengthened its overall heritage value.



The character-defining elements of Doukhobor Dugout House NHSC in Saskatchewan, such as the window frames, had suffered visible deterioration from exposure to the elements. A long-term repair solution was necessary to prevent further decay and to preserve the site's heritage value.

Following the reinforcement treatment of treating the logs with preservatives, collapsed character-defining elements were reassembled based on records from previous interventions and existing traces on the site.

# STANDARD 11

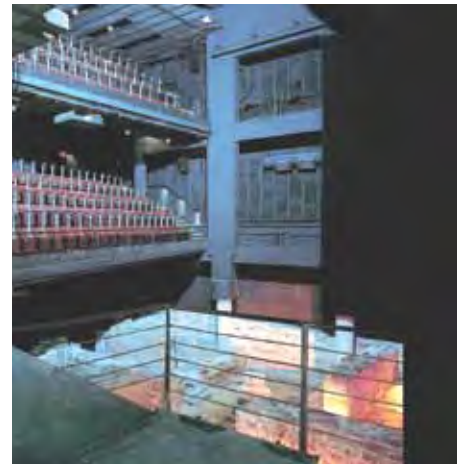
**(a) Conserve the *heritage value* and *character-defining elements* when creating any new additions to an *historic place* or any related new construction. (b) Make the new work physically and visually compatible with, subordinate to, and distinguishable from the historic place.**

In a rehabilitation project, additions or new construction may be needed to assure the continued use of an historic place. Part (a) indicates that when this is the case, such additions or new construction must not obscure, radically change or have a negative impact on character-defining materials, forms, uses or spatial configurations.

Part (b) requires physical compatibility with the historic place. This includes using materials, assemblies and construction methods that are well suited to the existing materials. New materials and assemblies should also have compatible service lives or durability, so that *maintenance* and repair work can be undertaken concurrently. Not doing so can lead to prematurely replacing adjacent historic materials for the sake of efficiency.

Part (b) also requires that additions or new construction be *visually* compatible with, yet distinguishable from, the historic place. To accomplish this, an appropriate balance must be struck between mere imitation of the existing form and pointed contrast, thus complementing the historic place in a manner that respects its heritage value.

Part (b) also requires an addition to be subordinate to the historic place. This is best understood to mean that the addition must not detract from the historic place or impair its heritage value. Subordination is not a question of size; a small, ill-conceived addition could adversely affect an historic place more than a large, well-designed addition.



These two additions in Montreal show the range of possibilities for successful additions to historic places. Although the addition to Shaughnessy House by the Canadian Centre for Architecture has a larger footprint than the original building, it demonstrates a subtle approach, using compatible scale, proportions of openings, materials and details, which acknowledges the original building. Pointe-à-Callière Museum of Archaeology and History illustrates a contrasting contemporary approach where an archaeological site has been successfully integrated into a new design in ways that communicate the site's heritage value.

## STANDARD 12

**Create any new additions or related new construction so that the essential form and integrity of an *historic place* will not be impaired if the new work is removed in the future.**

Reversible interventions are those that can be removed at a later date without damaging the character-defining elements of the historic place. This is particularly important if the intervention is related to a new use that may later change. For example, a temporary access ramp could be constructed in a manner that allows for easy dismantling without damaging an adjacent character-defining foundation wall or front garden. Reversible interventions are not destructive. A proposal to tear down a wall and store the stone so that it might someday be rebuilt is not a reversible intervention.

A sound addition can enhance the value of an historic place. An addition, in itself, can be intended to last, and should be designed to be physically compatible. Although a certain amount of irreversible change may be unavoidable, strategies to reduce the size and impact of the addition should be explored. This can be achieved, for example, by using existing window openings to insert a connecting door, or attaching an addition to an elevation that is not character defining.

Interventions to accommodate rapidly evolving technologies or short-lived objectives must be designed with particular attention to reversibility. If the new element is equipment that requires regular replacement, it is important to anticipate a large enough access for future upgrades.



The dome of Melville City Hall was originally an uninsulated, painted-metal covering that caused persistent condensation problems. Applying insulating polyurethane foam with aluminized coating was a cost-effective solution that was compatible with the historic metallic look of the dome. If a more elaborate solution is contemplated in the future, the polyurethane could be removed.



Space to temporarily house the Library of Parliament in the former Bank of Nova Scotia Building on Sparks Street in Ottawa. The entire intervention was designed to be reversible.

**Joanne Powers**

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**From:** Eric Hustvedt  
**Sent:** August 14, 2019 5:50 PM  
**To:** Joanne Powers  
**Subject:** Re: Agenda Items - Council Meeting - August 27, 2019

Hi, Joanne,

Here's one:

Nominating Committee

Appointments to Prince's Inlet Area Advisory Committee.

Resolution:

*that Municipal Council appoint the following applicants to Princes Inlet Area Advisory Committee for a 15-month term ending November 2020: Barry Eisener and Paul Riddoch.*

Respectfully submitted,  
Eric Hustvedt, Chair  
2018-2019 Nominating Committee

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**From:** Joanne Powers <Joanne.Powers@modl.ca>  
**Sent:** Tuesday, August 13, 2019 8:53:06 AM  
**To:** MODL - Councillors <council@modl.ca>; Alex Dumaresq <Alex.Dumaresq@modl.ca>; Angela Veinot <Angela.Veinot@modl.ca>; Dave Waters <Dave.Waters@modl.ca>; Elana Wentzell <Elana.Wentzell@modl.ca>; Jeff Merrill <Jeff.Merrill@modl.ca>; Sarah Kucharski <Sarah.Kucharski@modl.ca>; Sherry Conrad <Sherry.Conrad@modl.ca>; Stephen Pace <Stephen.Pace@modl.ca>; Trudy Payne <Trudy.Payne@modl.ca>  
**Cc:** Tina Robichaud-Bond <Tina.Bond@modl.ca>  
**Subject:** Agenda Items - Council Meeting - August 27, 2019

Good Morning,

The next Council meeting is scheduled for Tuesday, August 27, 2019, at 9:00 a.m., in the MODL Council Chambers.

If you have any agenda items for this meeting, please forward them to me no later than **noon on Tuesday, August 20, 2019**. I will be preparing the agenda for this meeting as Tina will be on holidays.

Regards,  
Joanne

*Joanne Powers*  
*Executive Assistant*

Municipality of the District of Lunenburg  
210 Aberdeen Road  
Bridgewater NS B4V 4G8  
Phone: 902-541-1327  
Fax: 902-543-7123



# Municipality of the District of Lunenburg

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## REQUEST FOR DECISION

**REPORT TO:** Council  
**SUBMITTED BY:** Jeff A. Merrill, MCIP, LPP, Director of Planning & Development Services  
**DATE:** August 27, 2019  
**RE:** Town of Lunenburg Building Inspection Agreement  
**ORIGIN:** Staff

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### RECOMMENDATION

**That Municipal Council authorizes the Mayor and the Municipal Clerk to sign a two-year agreement with the Town of Lunenburg to provide Building Inspection Services, subject to a legal review before signing.**

### BACKGROUND

On October 13, 2016, the Municipality signed a one-year agreement to provide building inspection services to the Town of Lunenburg and has renewed the agreement every year since. The current agreement expires on September 1, 2019. The Town is pleased with the service and would like to extend the agreement for another two years or until Phase 2 of the regional building service is implemented.

### DISCUSSION

Several times a week our Building Officials are in the area surrounding the Town. As a result, we have been able to integrate the Town's inspections within our schedule. A challenge that a large rural municipality has when providing building inspection services is travel time. When inspections are grouped closer together our Inspectors can conduct more inspections.

The billing rates in the current agreement are proposed to remain as follows:

- the staff's hourly rate x 1.36;

- travel rate per kilometer billed at MODL's rate; and,
- the full cost of any other related expense.

During the service period (Sept. 2018 -July 2019) MODL billed the Town \$16,321 +HST.

Staff have been able to provide building inspection services to the Town while maintaining the building service levels<sup>1</sup> in the Municipality. Attached is a draft agreement which is the same agreement signed last year except the dates have been changed and the term is now two years.

### **BUDGET IMPLICATIONS**

Providing the service to the Town brings in approximately \$1,500 per month (\$16,321 +HST between September 2018 and July 2019)

### **WORK PROGRAM IMPLICATIONS**

Staff have been able to provide the service to the Town while maintaining our building service levels.

### **CONCLUSION**

MODL has been able to provide building inspection services to the Town of Lunenburg with no increase in resources while maintaining our service levels. The Town is happy with the service we're able to provide and have asked to extend the existing agreement for another two years. Staff are recommending that Council enter into a two-year building service agreement subject to a satisfactory legal review being completed before signing.

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<sup>1</sup> Building Service Levels: Building Permit Applications reviewed within 14 days; Inspections within 4 days.

THIS AGREEMENT dated the      day of                      , 2019

**BETWEEN:**

**THE MUNICIPALITY OF THE DISTRICT OF LUNENBURG**, a municipality incorporated pursuant to the laws of Nova Scotia, hereinafter referred to as “MODL” in all other places.

OF THE FIRST PART

-and-

**THE TOWN OF LUNENBURG**, a municipality incorporated pursuant to the laws of Nova Scotia, hereinafter referred to as “TOL” in all other places.

OF THE SECOND PART

**WHEREAS** TOL requires the services of Qualified and Certified Building Officials for carrying out inspections under the Building Code Act and Regulations, Town of Lunenburg Building Bylaw and all other related legislation, regulatory provisions and Codes, but not to include dangerous and unsightly premises enforcement, on an as needed basis;

**AND WHEREAS** Section 5 (3) of the Building Code Act allows TOL to enter into an Agreement with another council or regional organization to provide building inspection services to TOL so as to properly cover the administration and enforcement of the Building Code Act and Regulations, Town of Lunenburg Building Bylaw and all other related legislation, regulatory provisions and Codes, but not to include dangerous and unsightly premises enforcement, with TOL;

**AND WHEREAS** MODL is prepared to provide these required services from September 1, 2019 to September 1, 2021 when available to do so, on the terms and conditions hereinafter set forth.

**NOW THEREFORE WITNESSETH** that in consideration of One Dollar (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties hereto covenant and agree as follows:

1. That MODL shall provide those services which may be necessary for the administration and enforcement of the Building Code Act and Regulations, Town of Lunenburg Building Bylaw and all other related legislation, regulatory provisions and Codes, but not to include dangerous and unsightly premises enforcement, within TOL upon request and subject to the availability of its personnel to provide the service and to what extent, at that time. MODL, in providing these services, shall be responsible for ensuring all

individuals carrying out these services are qualified to do so and shall provide TOL with a copy of the Diploma of Qualifications, as issued by the Nova Scotia Building Code Training Certification Board, for all individuals providing said services.

2. The parties agree that the provision of services pursuant to this Agreement shall not constitute an employment contract between any individuals carrying out the necessary services and the TOL. MODL shall remain responsible for all wages, benefits, remittances and the like either required by federal or provincial law or as a term of any contract between the individuals providing the services and MODL.
3. MODL shall schedule all inspections pursuant to this Agreement. TOL shall thereafter provide MODL with administrative support, which MODL may periodically require regarding the provision of its services under this Agreement.
4. MODL shall bill TOL on a monthly basis for all services provided hereunder. Services shall be billed as follows:
  - a. the Staff member's hourly rate times 1.36;
  - b. plus a per kilometre rate billed at the MODL mileage rate;
  - c. plus the full cost of any other related expense that may arise as a result of providing the service; and,
  - d. Furthermore, in the event of any litigation arising from actions of MODL inspectors in the conduct of their duties on behalf of TOL, the TOL shall remain responsible for any costs arising from those inspectors necessary involvement in the litigation process.
5. MODL shall be responsible for carrying and maintaining adequate insurance coverage with respect to its responsibilities under this Agreement. This insurance coverage shall include, but not be limited to bodily harm including death, property damage, automobile coverage and any other general insurances necessary for MODL's role in carrying out the terms of this Agreement (including but not limited to, municipal and commercial general liability insurance). In particular, MODL shall also be responsible for errors and omissions (professional liability) coverage for building inspection services, and such coverage shall not contain any bodily injury or property damage exclusion. A minimum limit of \$5,000,000.00 must be maintained for errors and omissions (professional liability) insurance. A minimum general/municipal limit per occurrence of \$15,000,000.00 shall be maintained for Municipal/ Commercial General Liability insurance. MODL shall add TOL as an additional insured under MODL's Municipal Liability Insurance policy and shall provide for 30 days' notice of cancellation or material

change detrimental to the certificate holder. MODL must also provide TOL with an updated certificate of insurance at least 10 days prior to expiry of any prior relevant certificate of insurance.

6. TOL shall be responsible for carrying and maintaining adequate insurance coverage with respect to its responsibilities under this Agreement. This insurance coverage shall include, but not be limited to bodily harm including death, property damage, automobile coverage and any other general insurances necessary for TOL's role in carrying out the terms of this Agreement (including but not limited to, municipal and commercial general liability insurance). In particular, TOL shall also be responsible for errors and omissions (professional liability) coverage for building inspection services, and such coverage shall not contain any bodily injury or property damage exclusion. A minimum limit of \$5,000,000.00 must be maintained for errors and omissions (professional liability) insurance. A minimum general/municipal limit per occurrence of \$15,000,000.00 shall be maintained for municipal/ commercial general liability insurance. TOL shall add MODL as an additional insured under TOL's Municipal Liability Insurance policy and shall provide for 30 days' notice of cancellation or material change detrimental to the certificate holder. TOL must also provide MODL with an updated certificate of insurance at least 10 days prior to expiry of any prior relevant certificate of insurance.
7. TOL shall be responsible for retaining all building inspection documents, records, reports, and/or file notes prepared by any inspector providing building inspection services on its behalf.
8. MODL shall indemnify and hold harmless TOL and its Council, inspectors, agents and employees from all actions, claims, demands, losses, costs (including legal costs), damage, causes of action, negligence ~~(excluding gross negligence)~~, or any other legal consequence (including damages) arising from the ~~course of~~ MODL's actions, errors, omissions, misconduct and/or violation of the provisions of this Agreement, or any statute, [but only in relation to matters which are the subject of or arise out of this agreement]. ~~arising from this contract or from statute.~~
9. TOL shall indemnify and hold harmless MODL and its inspectors, agents and employees from all actions, claims, demands, losses, costs (including legal costs), damage, causes of action, negligence ~~(excluding gross negligence)~~, or any other legal consequence (including damages) arising from the ~~course of~~ TOL's actions, errors, omissions misconduct and/or violation of the provisions of this Agreement or any statute [but only

in relation to matters which are the subject of or arise out of this agreement. ~~arising from this contract or from statute.~~

10. MODL shall hereafter provide TOL, upon request, with any certificates of insurance which are required to be put in place under Section 5 of this Agreement.
11. TOL shall hereafter provide MODL, upon request, with any certificates of insurance which are required to be put in place under Section 6 of this Agreement.
12. Both MODL and TOL shall provide each other with thirty (30) days written notice of the cancellation, material change or expiry of any insurance policy as required under Sections 5 and 6 of this Agreement. Should either party not be satisfied with the insurance held by the other party they shall have the right to immediately terminate this Agreement notwithstanding section 13 hereof.
13. This Agreement may be terminated by MODL or TOL at any time upon providing 90 days written notice to the other party.
14. The term of this Agreement may be extended for additional renewal periods of one year each if mutually agreed by both parties. Amendments may be made to such renewal terms as required from time to time and mutually agreed to by the Parties.
15. This Agreement shall bind the parties, their successors and assigns. This Agreement is a contract for services and is not a joint venture or partnership between the parties hereto.
16. The laws of the Province of Nova Scotia shall govern both the application and interpretation of this Agreement.
17. Unless terminated as per Clause 13, this agreement shall be in place until September 1, 2021~~19~~ or until superseded by the implementation of Phase 2 of the y-a regional building services agreement, executed by both Parties dated October 22, 2018.

**IN WITNESS WHEREOF** the parties have hereunto set their hands and seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED** )  
)  
) Municipality of the District of Lunenburg  
in the presence of )  
) Per:  
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)  
\_\_\_\_\_)  
Witness )  
) Per:  
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) Town of Lunenburg  
)  
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Witness )  
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) Per:  
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# Municipality of the District of Lunenburg

## Request for Decision

**REPORT TO:** Mayor Bolivar-Getson and Council  
**SUBMITTED BY:** Angela Veinot, Accounting Manager  
**DATE:** August 27, 2019  
**RE:** **J-Class Road Paving Projects Overruns**

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### RECOMMENDATION

**“That Municipal Council approve the cost overruns for the proposed paving of Provincial Subdivision Street Projects as outlined in the memos from the Department of Transportation and Infrastructure Renewal dated August 20, 2019 re Agreements 2019-006 Pentz Road and 2019-20 J-Class Subdivision Street Paving in the amount of \$272,000.**

### EXECUTIVE SUMMARY

Council, in session on April 23, 2019, made a motion to accept the proposed paving of Provincial Subdivision Street projects as specified in the correspondence from Department of Transportation and Infrastructure Renewal (DOTIR), namely: Stonehurst Road, Tanner Road, Fort Point Road (including Fort Point Branch), School House Road, St. Peter’s Hall Road and Pentz Road. The Province is required to notify the Municipality in writing of any cost overruns of more than 10% on approved projects before the projects are commenced.

### DISCUSSION

Two memos were received advising of cost overruns in the approved projects. The total cost overrun for all the paving projects is \$272,000.

Council budgeted \$1,099,000 in the 2019/20 budget for paving of municipal service exchange roads. The total project cost with the overruns is \$1,129,500, leaving an unbudgeted amount of \$30,500.

### BUDGET IMPLICATIONS

Staff estimated the cost of the paving projects to be higher than anticipated by DOTIR, during the budget process. Therefore, the increase to the budgeted project cost is \$30,500. This extra money will be found in cost savings and carryovers to the next fiscal year, from other projects. The extra cost for the paving projects will not increase the overall capital budget.

## **STRATEGIC PLAN**

Council's Strategic Plan includes investing in infrastructure and working with partners to improve community services. Council has included road improvements as a strategic priority for 2019/20.

## **WORK PLAN**

No impact on MODL's engineering department.

## **ALTERNATIVES**

1. Not proceed with the project in 2019/20 and reapply in 2020/21.
2. Only proceed with the paving of certain roads.

## **CONCLUSION**

As Council has established the improvement of municipal and service exchange roads as a strategic priority, staff is recommending that Council proceed with the road projects as listed.

---

**Department:**

**Report Prepared By:**

**Date:**

**Report Approved By:**

**Date:**

**Reviewed By CAO:**

**Date:**



**Department of Transportation  
& Infrastructure Renewal  
Capital Programs**

Johnston Building, 4<sup>th</sup> Floor  
1672 Granville Street  
PO Box 186  
Halifax, Nova Scotia  
B3J 2N2

Bus: 902-424-0897  
Fax: 902-424-0570  
E-mail:  
laura.cunningham@novascotia.ca

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## **MEMO - URGENT**

**To:** Mayor Carolyn Bolivar-Getson  
**CC:** Mr. Alex Dumaresq – alex.dumaresq@modl.ca  
**From:** Laura Cunningham – laura.cunningham@novascotia.ca  
**Date:** August 20, 2019  
**Re:** Agreement 2019-006 Pentz Road paving  
**# of Pages:** 2

As per section 6 of the cost share agreement 2019-006, the Province is required to notify the Municipality in writing of any cost overruns of more than 10% on approved projects.

The Department is prepared to proceed with this work, but the Municipality's approval of the cost is required to award the contract. An immediate response is requested so that this project may proceed within the 2019 construction season.

Please indicate in the attached table whether the Municipality wishes to accept or decline the new tender amount. The department will proceed to award the project that has been accepted by the Municipality. Sign the attached page and scan and email this document back to laura.cunningham@novascotia.ca.

Yours truly,

Laura Cunningham  
Capital Program Administration Officer

**Page 2**  
**Agreement 2019-006 Pentz Road paving**

Dear Ms. Cunningham

The Municipality of the District of Lunenburg agrees to proceed/cancel project **as indicated** on the list below.

<b>Road Name</b>	<b>Original Estimate</b>	<b>Tender Amount</b>	<b>% Over original estimate</b>	<b>Municipality to proceed with project (Y/N)</b>
Pentz Road	\$450,000	\$581,000	+ 29%	

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**Signature**

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**Name and Title (Print)**

---

**Date**



**Department of Transportation  
& Infrastructure Renewal  
Capital Programs**

Johnston Building, 4<sup>th</sup> Floor  
1672 Granville Street  
PO Box 186  
Halifax, Nova Scotia  
B3J 2N2

Bus: 902-424-0897  
Fax: 902-424-0570  
E-mail:  
laura.cunningham@novascotia.ca

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## **MEMO - URGENT**

**To:** Mayor Carolyn Bolivar-Getson  
**CC:** Mr. Alex Dumaresq - alex.dumaresq@modl.ca  
**From:** Laura Cunningham – laura.cunningham@novascotia.ca  
**Date:** August 20, 2019  
**Re:** 2019-20 J-Class Subdivision Street Paving  
**# of Pages:** 2

As per section 6.2 of the cost share agreement 2018-015, the Province is required to notify the Municipality in writing of any cost overruns of more than 10% on approved projects for the current fiscal year.

The Department is prepared to proceed with this work, but the Municipality's approval of these costs is required in order to award the contract. An immediate response is requested so that this project may proceed within the current construction season.

Please indicate on the attached list whether the Municipality wishes to accept or decline the new tender (and cost share) amounts. The department will proceed to award the projects that have been accepted by the Municipality. Sign the attached page and scan and email this document back to laura.cunningham@novascotia.ca.

Yours truly,

Laura Cunningham  
Capital Program Administration Officer

**Page 2**  
**2019-20 J-Class Subdivision Street Paving**

Dear Ms. Cunningham

The Municipality of the District of Lunenburg agrees to proceed/cancel projects **as indicated** on the list below.

<b>Road Name</b>	<b>Original Estimate</b>	<b>Tender Amount</b>	<b>New Cost Share Amount</b>	<b>% Over original estimate</b>	<b>Municipality to proceed with project (Y/N)</b>
Stonehurst Road	\$275,000	\$385,000	\$192,500	+ 40%	
Tanner Road	\$40,000	\$49,000	\$24,500	+ 22.5%	
Fort Point Road	\$120,000	\$154,000	\$77,000	+ 28.3%	
Fort Point Branch Road	\$35,000	\$47,000	\$23,500	+ 34.3%	
School House Road	\$250,000	\$339,000	\$169,500	+ 35.6%	
St. Peter's Hall Road	\$95,000	\$123,000	\$61,500	+ 29.5%	

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**Signature**

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**Name and Title (Print)**

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**Date**