

Please note:

A Public Hearing re Boulangerie la Vendéenne will be held at 8:30 a.m. on Tuesday, May 26, 2020.

**AGENDA**  
**SPECIAL MEETING OF MUNICIPAL COUNCIL**  
**Via TELE & VIDEO CONFERENCE**

**Tuesday, May 26, 2020 – 9:00 a.m.**

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. ANNOUNCEMENTS, ACKNOWLEDGEMENTS, RECOGNITIONS**
  - 3.1 Proclamation – Intergenerational Day Canada
- 4. STAFF REPORTS**
  - 4.1 Planning & Development Department**
    - 4.1.1 Second Reading re Amendments to Development Agreement with Boulangerie la Vendéenne..... 1-19
- 5. BUSINESS ARISING FROM MINUTES**
  - 5.1 Approval re Proposed Amendments to MDL-46 Credit Card Policy..... 20-36
  - 5.2 Approval re Proposed Amendments to Policy MDL-88 Areas Where New Public Roads are Permitted..... 37-39
  - 5.3 Approval re Repeal of Policy MDL-24 A By-law Respecting the Subdivision of Land in the Municipality of Lunenburg – Amendments by Policy and Policy MDL-25 Amend Engineering Specifications for Public Highways..... 40-68
- 6. STAFF REPORTS**
  - 6.1 Planning & Development Department**
    - 6.1.1 Approval of PACE Contract with Clean Nova Scotia ..... 69-80
  - 6.2 Administration Department**
    - 6.2.1 2020 Municipal & CSAP Election re Amended List of Electors and Deposit Fee..... 81
    - 6.2.2 2020 Municipal & CSAP Election re Election Methods and Alternative Voting Dates ..... 82-85
    - 6.2.3 Proposed Repeal and Replacement of Electronic Voting By-law ..... 86-97

**7. IN CAMERA**

- 7.1 Contract Negotiations re Eastlink Fibre Expansion – Cherry Hill under Section 22(2)(e) of the MGA
- 7.2 Land Negotiations re Uses or Purchase of Municipal Property at Harold Whynot Road, Pinegrove under Section 22(2)(a) of the MGA

**8. ADJOURNMENT**



# Municipality of the District of Lunenburg

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## REQUEST FOR DECISION

**REPORT TO:** Municipal Council

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

**DATE:** May 26, 2020

**SUBJECT:** PL200006: Development Agreement Amendment for  
Boulangerie La Vendéenne (500 Highway 325, Blockhouse)  
Council Second Reading Memo

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### ORIGIN

On April 28, 2020, Municipal Council accepted the recommendation of the Planning Advisory Committee and gave notice of its intention to approve the First Amendment to the Development Agreement with Boulangerie La Vendéenne and conduct First Reading of the same. As well, Council gave notice of its intention to approve the proposed amendment and hold a Public Hearing on Tuesday, May 26, 2020 at 8:30 a.m.

### LEGISLATIVE AUTHORITY

Subsection 230(1) of the **Municipal Government Act** states that “a council shall adopt or amend a development agreement by policy.”

### RECOMMENDATION

If Council wishes to conduct Second Reading, the following motion is in order:

**that Municipal Council conduct Second Reading of the First Amendment to the Development Agreement with Boulangerie La Vendéenne, as presented at the Public Hearing, and hereby adopts the amendments.**

## **BACKGROUND**

Staff received the following comments from the public, on the municipal Facebook Page, which was read at the meeting of the Planning Advisory Committee:

“Just approve their application. Anyone that wants to expand a small business in the province and possibly create jobs and make the province more attractive, power to them. It’s a bakery asking for permission to expand to offer a better experience, and doesn't appear to be an environmental issue. Power to them. Their products are very good too...check them out.” (Lars Levante, April 21, 2020).

“This is an awesome submission! I hope it passes!” (Steve Ellis, LaHave, April 21, 2020).

“I hope it passes too. Excellent products and service.” (Heather Rafuse, Martins Point, April 22, 2020).

Staff also received the following comments from the public after the first reading:

“Good day. I reside across the road from Boulangerie La Vendeenne at 499 Hwy 325, and have one concern with the business expansion as proposed. The expansion is obviously intended to attract more business, which also means more traffic in and out of the property. My driveway is nearly opposite theirs. Both driveways are located on a turn where at least 4 accidents have taken place in the past year. When I depart my driveway I have to pretty much guess that no traffic is coming from Mahone Bay and shot out onto the highway. I also have to watch for traffic coming out of Boulangerie La Vendeenne. I have approached the province to place blind driveway signage up, but this has not happened. Additional business traffic without either the municipality or province making the highway safer, will eventually result in an accident or fatality. Best regards.” (Kevin Crouse, Blockhouse, May 8, 2020).

## **DISCUSSION**

A brief discussion was held at the Planning Advisory Committee meeting if there would be an alternative process, other than this Development Agreement amendment process, for the applicant to expand his building. Two options were suggested: (1) apply to be listed under Schedule B of the Blockhouse Land Use By-law, and (2) amend the existing Blockhouse Secondary Planning Strategy and Land Use By-law to change a provision on the mandatory Development Agreement process for non-residential uses over a certain size.

## **ALTERNATIVE**

Council may choose not to amend the Development Agreement with the applicant. If so, the applicant cannot proceed with neither the construction of any additions larger than 107 square metres, nor the establishment of café space.

## **COMMUNICATION CONSIDERATIONS**

All information regarding this project is available online at <https://engage.modl.ca/boulangerie-la-vendeenne-2020>. Following the notice of approval on a local newspaper, the public has 14 days to appeal the Council decision.

## **ATTACHMENT**

Appendix A: 200428 PL200006 Council Staff Report

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Department: Planning & Development Services

Directory: 66330-20

Prepared by: Byung Jun Kang, Planner

Date: 2020.05.08

Approved by: Jeff Merrill, Director of Planning & Development Services

Date: 2020.05.20



# Municipality of the District of Lunenburg

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## REQUEST FOR DECISION

**REPORT TO:** Municipal Council

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

**DATE:** April 28, 2020

**SUBJECT:** PL200006 – Development Agreement Amendment  
**Boulangerie La Vendéenne** (500 Highway 325, Blockhouse)  
Council Staff Report

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### BACKGROUND

Mr. Unterweger, the owner of Boulangerie La Vendéenne, constructed a new building at 500 Highway 325, Blockhouse, to move from a previous store building in Martin's River. Originally, Mr. Unterweger focused on the manufacturing and retailing of baked goods, primarily selling his products in farmers' markets and restaurants.

In the last couple of years, customers expressed interest in sitting down and ordering food and drink for consumption on the premise. To accommodate the increasing demand, the existing Development Agreement must be amended so that the current storefront can accommodate a limited-service eating place, along with retailing of products other than baked goods.

### Site Profile

Name: Boulangerie La Vendéenne  
Civic Address: 500 Highway 325, Blockhouse, NS  
Property Identification Number: 60220076  
Landowner: Boulangerie La Vendéenne Incorporée  
President: Mr. David Unterweger  
Plan Area and Zoning: Blockhouse Plan Area (Rural Zone)  
Operation Commencement: December 7, 2017

## **Existing Development Agreement**

Currently, the existing Development Agreement limits the property to be

1. used only as a bakery and related retail operations;
2. up to a maximum total indoor floor area of 570 square metres (6,135 square feet) for all identified uses, including identified accessory structures; and
3. up to a maximum total indoor floor area of 55 square metres (592 square feet) for the related Retail operations is included in the total indoor floor area maximum identified above.

For a greater certainty, a bakery means an establishment “primarily engaged in the production and storage of baked products (breads, cakes, pastries, buns, biscuits, and so on), for either wholesale or retail sale purposes, for consumption off-site”.

Related retail operations mean “the keeping or offering for sale, directly to the public at retail value, those baked products, or related products, directly associated to the Bakery production facility, where such goods are manufactured.”

The current structure is 458 m<sup>2</sup> (4,935 ft<sup>2</sup>), including the storefront of 41.8 m<sup>2</sup> (450 ft<sup>2</sup>).

## **Other Existing Uses**

Other than baked goods, the current structure also includes the use of manufacturing Helen B’s products, such as pickles and jams. Products manufactured by other local businesses are on display for retailing purposes within the existing structure, which includes honey, maple syrup, chocolate, reusable bags, and books. In the future, the applicant wishes to serve lunch meals, such as soup, sandwiches, and salad.

## **North American Industry Classification System (NAICS)**

NAICS is a classification of business types used by Statistics Canada. It is commonly used in defining the permitted commercial, industrial and resource uses.

## ANALYSIS

To accommodate the existing and future uses, the following amendments are required:

1. Addition of permitted uses, including:
  - a. Food manufacturing;
  - b. Limited-service eating places;
  - c. Other specialty food stores
2. Expansion of the maximum building footprint from 570 m<sup>2</sup> to 800 m<sup>2</sup>;
3. Deletion of maximum total indoor floor area for the related Retail operations; and
4. Defining the minimum number of parking spaces required for the storefront use.

### Addition of Permitted Uses

Only the bread and bakery product manufacturing is permitted by the existing Development Agreement. To allow a café use, as well as producing and selling of other products, the following uses need to be included in the Development Agreement:

**Food manufacturing.** This includes establishments primarily engaged in producing food for human or animal consumption, but excludes beverage manufacturing.

**Limited-service eating.** This includes establishments primarily engaged in providing food services to patrons who order or select items at a counter, food bar or cafeteria line and pay before eating. Food and drink are picked up for consumption on the premises or for take-out, or delivered to the customer's location. This includes offering of a variety of food items, specialty snacks or non-alcoholic beverages, such as coffee shops, soup-and-sandwich shops and fast food restaurants.

**Store Retailing.** This includes establishments primarily engaged in retailing products not manufactured on the premises, and not for immediate consumption or use. Products range from dairy product, baked goods, beverages, cheese, coffee, maple syrup, honey, packaged ice cream, spices, herbs, as well as reusable bags and books.

### Expansion of Building Footprint

The applicant showed his interest in the possibility of expansion of the current structure, as shown in Appendix B. Two additions, 297 m<sup>2</sup> (3,195 ft<sup>2</sup>) in total, are planned:

1. An 87.8 m<sup>2</sup> expansion for loading and manufacturing (15' x 63' = 945 ft<sup>2</sup>); and
2. A 209 m<sup>2</sup> expansion for retailing (45' x 50' = 2,250 ft<sup>2</sup>).

The current Development Agreement accounted for the expansion of loading and manufacturing area, as noted in the site plan submitted in 2017, but not the expansion of retailing area.

### **Consolidation of Building Footprint Limits**

The current Development Agreement defines the maximum indoor space for the total structural area and for the area used as bakery-related retail. Both maximum limits need to be revised to accommodate the potential expansion of storefront area.

The reason for having separate clauses was the applicant, at the time of original application in 2017, was not intending to have a storefront. Staff recommends consolidating indoor space limits for both the structure and the retail use to allow more flexibility, in case changes are needed for the proposed additions.

### **Defining the Minimum Parking Spaces**

The current Development Agreement requires a minimum of 9 parking spaces for the existing structure, and may require 2 more parking spaces for the proposed loading and storage area expansion. There are 9 parking spaces at the site, conforming to the existing Development Agreement.

The minimum number of parking spaces for the proposed expansion of storefront is not defined in the existing Development Agreement. Considering the potential increase in the number of customers with the storefront expansion, staff recommends adding a new clause so the applicant would provide the total of 20 parking spaces, following the expansion, for his patrons and staff.

### Consideration for Development Agreement

Policies 8.1.3 and 8.1.4 of the Blockhouse Secondary Planning Strategy state the number of considerations when amending a development agreement for commercial properties.

**Table 1**

Considerations for a By-law Amendment and Development Agreement, Non-Residential Uses

| <b>Legislative Authority</b> | <b>Considerations</b>   | <b>Evaluation</b>   | <b>Result</b>          |
|------------------------------|---|---|------------------------|
| <b>8.1.3 a)</b>              | the development conforms to the intent of the Municipal Planning Strategy and of the Secondary Planning Strategy                | As per Policy 3.4.2, commercial activities are encouraged in Blockhouse.  | <b>Satisfied.</b>      |
| <b>8.1.3 b)</b>              | <b>the development is not premature or inappropriate due to</b>   |   |                        |
| <b>i.</b>                    | financial ability of the Municipality to absorb costs related to the development  | This is a private development.  | <b>Not applicable.</b> |
| <b>ii.</b>                   | adequacy of Municipal services  | There are no municipal services.  | <b>Not applicable.</b> |
| <b>iii.</b>                  | the adequacy of physical site conditions for on-site services   | <b>Department of Environment</b> issued a certificate of installation for on-site sewage system in 2017, intended for commercial bakery uses. | <b>Satisfied.</b>      |
| <b>iv.</b>                   | creation or worsening of a pollution problem including soil erosion and siltation   | The current site is relatively flat and adequately distanced from significant watercourses  | <b>Satisfied.</b>      |
| <b>v.</b>                    | adequacy of storm drainage and effects of alteration to drainage pattern including potential for creation of a flooding problem | The expansion should not affect the drainage pattern. (See Policy 8.1.3 b) iv.)   | <b>Satisfied.</b>      |
| <b>vi.</b>                   | adequacy and proximity of school, recreation, emergency services, and other community facilities                                | <b>Blockhouse Fire Hall</b> is 40 metres away from the existing building.   | <b>Satisfied.</b>      |

|           |  |   |                   |
|-----------|--|---|-------------------|
| vii.      | adequacy of street networks and site access regarding congestion, traffic hazards and emergency access   | The existing building is on Highway 325, a collector road with higher capacity than residential streets.<br><br><b>Department of Transportation and Infrastructure Renewal</b> sees no concerns regarding traffic.  | <b>Satisfied.</b> |
| 8.1.3 c)  | The development site is suitable regarding grades, soils, geological conditions, location of watercourses, flooding, marshes, bogs, swamps, and susceptibility to natural or man-made hazards as determined by a qualified person                                      | The current site is relatively flat and adequately distanced from significant watercourses  | <b>Satisfied.</b> |
| 8.1.3. d) | All other matters of planning concern have been addressed  | No other planning concerns have been identified.  | <b>Satisfied.</b> |
| 8.1.4 a)  | The development shall not create undue traffic hazards, traffic congestion, or pedestrian hazards  | <b>Department of Transportation and Infrastructure Renewal</b> stated that the building must be set back 43 feet (13.1 metres) or more from the centreline of Highway 325. Adequate room is required for vehicles to turn on-site, to eliminate backing onto the highway. | <b>Satisfied.</b> |
| 8.1.4 b)  | The development shall not generate emissions such as sound, dust, radiation, odours, liquids or light to the air, water, or ground so as to create a nuisance or health hazard or so as to compromise the development potential or value of properties in the vicinity | The basic operation processes will remain the same.   | <b>Satisfied.</b> |

|                 |   |   |                   |
|-----------------|---|---|-------------------|
| <b>8.1.4 c)</b> | Subject to the physical characteristics of the site, the development shall achieve optimum separation from adjacent properties which are not in Commercial or Industrial use  | The separation distance of 40 metres from the adjacent fire hall will remain the same.  | <b>Satisfied.</b> |
| <b>8.1.4 d)</b> | Screening in the form of fences, vegetation, or berms as appropriate shall be constructed or installed wherever possible in order to minimize impact on the abutting uses and ensure public safety                          | Existing Development Agreement prohibits development on the side yard abutting a residence. No expansion permitted beyond the existing side wall. | <b>Satisfied.</b> |
| <b>8.1.4 e)</b> | all structures shall be built, repaired, and maintained with durable, weather-resistant building material, such that the appearance complements the natural surroundings and existing built environment                     | The existing building is built with durable, weather-resistant building materials.  | <b>Satisfied.</b> |
| <b>8.1.4 f)</b> | no Development Agreement shall be approved until all necessary permits required by Federal, Provincial, and Municipal government agencies have been issued or Council is satisfied that the required permits will be issued | Provincial food establish permit and food handler certifications are up to date.  | <b>Satisfied.</b> |
| <b>8.1.4 g)</b> | no development shall increase traffic volume so as to have an undue negative effect on properties that are served by a residential street   | The existing building is on Highway 325, a provincial collector highway.  | <b>Satisfied.</b> |

|                        |   |   |                               |
|------------------------|---|---|-------------------------------|
| <p><b>8.1.4 h)</b></p> | <p>the applicant has clearly shown both that the development can be serviced with central or on-site sewer and water and that the disposal of sewage or other effluent as well as the demand on the water source will not have a negative impact on the environment or the quality and quantity of the water resources</p>                          | <p><b>Department of Environment</b> issued a certificate of installation for on-site sewage system in 2017, intended for commercial bakery uses.</p>  | <p><b>Satisfied.</b></p>      |
| <p><b>8.1.4 i)</b></p> | <p>driveways, parking areas, and any areas used for the open storage of equipment or stock shall be surfaced with stable materials to prevent dust from blowing onto adjacent properties</p>  | <p>The current parking lot is paved with Class A materials, and any expansion will use the same standard material.<br/>Additional parking will be required for expansion, according to the minimum parking spaces defined in the Land Use By-law and the Development Agreement.</p> | <p><b>Satisfied.</b></p>      |
| <p><b>8.1.4 j)</b></p> | <p>where any development includes facilities such as dance halls or entertainment facilities that have amplified or other loud music or sound, the building shall be located on the property and designed such that activities within the building or otherwise associated with the use, will not unduly disturb any abutting residential uses.</p> | <p>The business does not involve producing loud noises.</p>   | <p><b>Not applicable.</b></p> |

## **Correspondences from External Agencies**

**Nova Scotia Transportation and Infrastructure Renewal (TIR).** TIR has no objection to this expansion, as long as the existing 43-foot setback requirements are maintained. The loss of parking is of concern; however, it is addressed in the proposed amendment to the Development Agreement. TIR suggested that there should be adequate room for vehicles to turn on-site, eliminating backing onto the highway.

**Nova Scotia Environment (DOE).** DOE also has no objection to this expansion, as it could not identify outstanding issues regarding on-site sewage disposal systems and other environmental concerns.

**Blockhouse & District Fire Department.** The Fire Department is in proximity to the site. A couple of concerns include (a) lack of visibility towards the highway due to the existing sign, and (b) lack of parking spaces in which it may overflow to the Fire Department's property. Having said that, Concern (a) would be addressed by TIR, and Concern (b) can be mitigated with the co-operation from the applicant.

**Municipal Solicitor.** The draft Amendment to the Development Agreement, attached in Appendix A, has been reviewed by the municipal solicitor on March 6, 2020.

## **DISCUSSION**

Applicant requested the expansion as the current manufacturing facility is at capacity. With the two additions, the indoor space would increase by 60% to accommodate for additional loading, storing, and retailing areas.

The intention of the Council is clear as to encouraging commercial and industrial activities in Blockhouse. While commercial and industrial uses, including all of the 5 existing and proposed uses, are permitted in the Rural Zone of Blockhouse, a development agreement is required because of the structural size, not the uses.

The Blockhouse Secondary Planning Strategy (2016) states the intention of mandating a Development Agreement for non-residential developments over 375 m<sup>2</sup>: "A Development Agreement will give Council and the community greater flexibility and input into how larger scale developments fit into the planning area" (p. 10).

Based on the increasing number of customers over the last couple of years, it is deemed that the community members are relatively satisfied with the on-going commercial and industrial uses. Should there be opposition to this development due to scale, it would be identified throughout the public participation process, at the Public Hearing, and during a 14-day appeal period prior to approval.

## WORK PLAN IMPLICATIONS

Table 2 displays the schedule of this Development Agreement amendment process.

**Table 2**

Checklist for a Development Agreement Adoption, Amendment and Repeal

| <b>Legislative Authority</b>                       | <b>Work Performed</b>   | <b>Planned Date</b> | <b>Revised Date</b>   |
|--|---|---------------------|-----------------------|
|  | Complete application received   | February 18, 2020   | February 18, 2020     |
|  | Council referral  | February 25, 2020   | February 25, 2020     |
| <i>Municipal Government Act, Subsection 201(1)</i> | Blockhouse Area Advisory Committee presentation                       | March 9, 2020       | March 9, 2020         |
| MDL-02, Section 3.1                                | Planning Advisory Committee presentation                              | March 26, 2020      | <b>April 23, 2020</b> |
|  | Council Notice of Intention   | April 14, 2020      | <b>April 28, 2020</b> |
| Blockhouse LUB, Section 2.17                       | Notice to residents within 305 metres, along with signs               | April 15, 2020      | <b>May 1, 2020</b>    |
| <i>Municipal Government Act, Subsection 206(5)</i> | Notice of Public Hearing to the Town Clerk of Mahone Bay              | April 15, 2020      | <b>May 1, 2020</b>    |
| <i>Municipal Government Act, Subsection 206(1)</i> | Public Hearing newspaper notice 1                                     | April 27, 2020      | <b>May 6, 2020</b>    |
| <i>Municipal Government Act, Subsection 206(1)</i> | Public Hearing newspaper notice 2                                     | May 4, 2020         | <b>May 13, 2020</b>   |
| <i>Municipal Government Act, Subsection 48(1)</i>  | Notice of amendment to the Council at least 7 days before the reading | May 5, 2020         | <b>May 19, 2020</b>   |
| <i>Municipal Government Act, Subsection 230(2)</i> | Public Hearing  | May 12, 2020        | <b>May 26, 2020</b>   |

|  |   |              |                      |
|--|---|--------------|----------------------|
| <i>Municipal Government Act, Subsection 48(3)</i>                    | Reading of the Council  | May 12, 2020 | <b>May 26, 2020</b>  |
| <i>Municipal Government Act, Subsection 230(3) and Clause 249(c)</i> | Newspaper notice of approval and right to appeal for the next 14 days                               | May 18, 2020 | <b>June 3, 2020</b>  |
|  | Signing of the new Development Agreement  | June 1, 2020 | <b>June 17, 2020</b> |
| <i>Municipal Government Act, Subsection 230(4)</i>                   | Filing of a certified copy of a DA with the Minister of Municipal Affairs and Housing               | June 2, 2020 | <b>June 19, 2020</b> |
| <i>Municipal Government Act, Subsection 228(4)</i>                   | Filing of Development Agreement in the Registry of Deeds by Municipal Clerk after the appeal period | June 2, 2020 | <b>June 19, 2020</b> |

## COMMUNICATION CONSIDERATIONS

Policy MDL-66, the Public Participation Program, will be followed to send notices to adjacent landowners within 305 metres, posting of signs, newspaper ad and e-mails.

## APPENDICES

Appendix A: First Amendment to the Development Agreement No. 110824936

Appendix B: Site map of Boulangerie La Vendeenne with planned additions

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Department: Planning & Development Services

Directory: 66510-40

Prepared by: Byung Jun Kang, Planner

Date: 2020.04.23

Approved by: Jeff Merrill, Director of Planning & Development Services

Date: 2020.04.24

**Appendix A – First Amendment to the Development Agreement No. 110824936**

THIS FIRST AMENDING AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2020,

BETWEEN:

**BOULANGERIE LA VENDEENE INCORPOREE**

a body corporate, with registered offices in the Town of Mahone Bay,  
in the County of Lunenburg, in the Province of Nova Scotia

(hereinafter called the “DEVELOPER”)

OF THE FIRST PART

- and -

**MUNICIPALITY OF THE DISTRICT OF LUNENBURG**

a municipal body corporate, with offices in the Town of Bridgewater,  
in the County of Lunenburg, in the Province of Nova Scotia

(hereinafter called the “MUNICIPALITY”)

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands identified as PID 60220076, which is also more commonly known as the property located at civic address 500 Highway 325, in the community of Blockhouse, Lunenburg County, Nova Scotia (hereinafter called the “Lands”);

**AND WHEREAS** the Municipality entered into a Development Agreement with the Developer to allow for a commercial and retail bakery, as well as the related retail use on the Lands on May 9, 2017, and which was registered at the Lunenburg County Land Registration Office on May 30, 2017 as Document Number 110824936, (hereinafter called the “Original Agreement”);

**AND WHEREAS** the Developer has requested that further amendments to the Original Agreement to expand the permitted uses and the maximum total indoor floor area, pursuant to the provisions of the *Municipal Government Act* and pursuant to Policy 4.1.4 of the Blockhouse Secondary Planning Strategy, and Subclause 5.2.3b(i) of the Blockhouse Land Use By-law;

**AND WHEREAS** the Council of the Municipality, at a meeting on June 9, 2020, approved this request, referenced as Municipal Project Number PL200006;

**THEREFORE**, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

### **Existing Agreement still in effect**

- 1 Except where specifically varied by this First Amending Agreement, all other terms, conditions, and provisions of the Existing Agreement shall remain in effect.

### **Terms and conditions**

- 2 The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this First Amending Agreement and the Original Agreement.

### **Definitions clarified**

- 3 Section 1 of the Original Agreement is amended by striking out Subsections b. and c. and substituting the following subsections:
  - b. **Food Manufacturing Facility** means an establishment primarily engaged in producing food for human or animal consumption, but not for immediate consumption and excluding beverage and tobacco product manufacturing.
  - c. **Limited-Service Eating Place** means an establishment primarily engaged in providing food services to patrons who order or select items at a counter, food bar or cafeteria line, or order by telephone or online, and pay before eating. Food and drink are picked up for consumption on the premises or for take-out, or delivered to the customer's location.
  - d. **Retail Store** means an establishment primarily engaged in retailing products that are not manufactured on the premise and not for immediate consumption.

### **Permitted uses added**

- 4 Section 2 of the Original Agreement is amended by striking out “a Bakery and a Related Retail operations directly associated with the Bakery” on the first line and substituting “Food Manufacturing Facility, Limited-Service Eating Place, and Retail Store”.

### **Minimum parking defined**

- 5 Section 4 of the Original Agreement is amended by adding immediately after Subsection c. the following subsection:
  - d. That should there be any proposed additions to the development, which is dedicated to the general public use for the purpose of retailing, to be undertaken in the future by the Developer, that the Municipality may require nine (9) additional parking spaces to be developed on the property, at that time.

### **Maximum indoor floor area increased**

- 6 Section 10 of the Original Agreement is amended by
  - (a) striking out a colon at the end of Subsection c. and substituting with “, up to a maximum total indoor floor area of 800 square metres (8,611 square feet) for all identified uses in Section 2, including identified accessory structures.”; and
  - (b) striking out Clauses i) and ii) of Subsection 10 c.

**IN WITNESS WHEREOF** the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

In the presence of:

**BOULANGERIE LA VENDEENE INCORPOREE**

Per

\_\_\_\_\_

WITNESS

\_\_\_\_\_

DAVID UNTERWEGER  
PRESIDENT & RECOGNIZED AGENT

In the presence of:

**MUNICIPALITY OF THE DISTRICT OF LUNENBURG**

Per

\_\_\_\_\_

WITNESS

\_\_\_\_\_

SHERRY CONRAD, CLERK

\_\_\_\_\_

WITNESS

\_\_\_\_\_

CAROLYN BOLIVAR-GETSON, MAYOR

PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG

I CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_ 2020,

**BOULANGERIE LA VENDEENE INCORPOREE**, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed by its proper officers and I have signed as a witness to such execution.

\_\_\_\_\_  
A BARRISTER OF THE SUPREME COURT  
OF NOVA SCOTIA

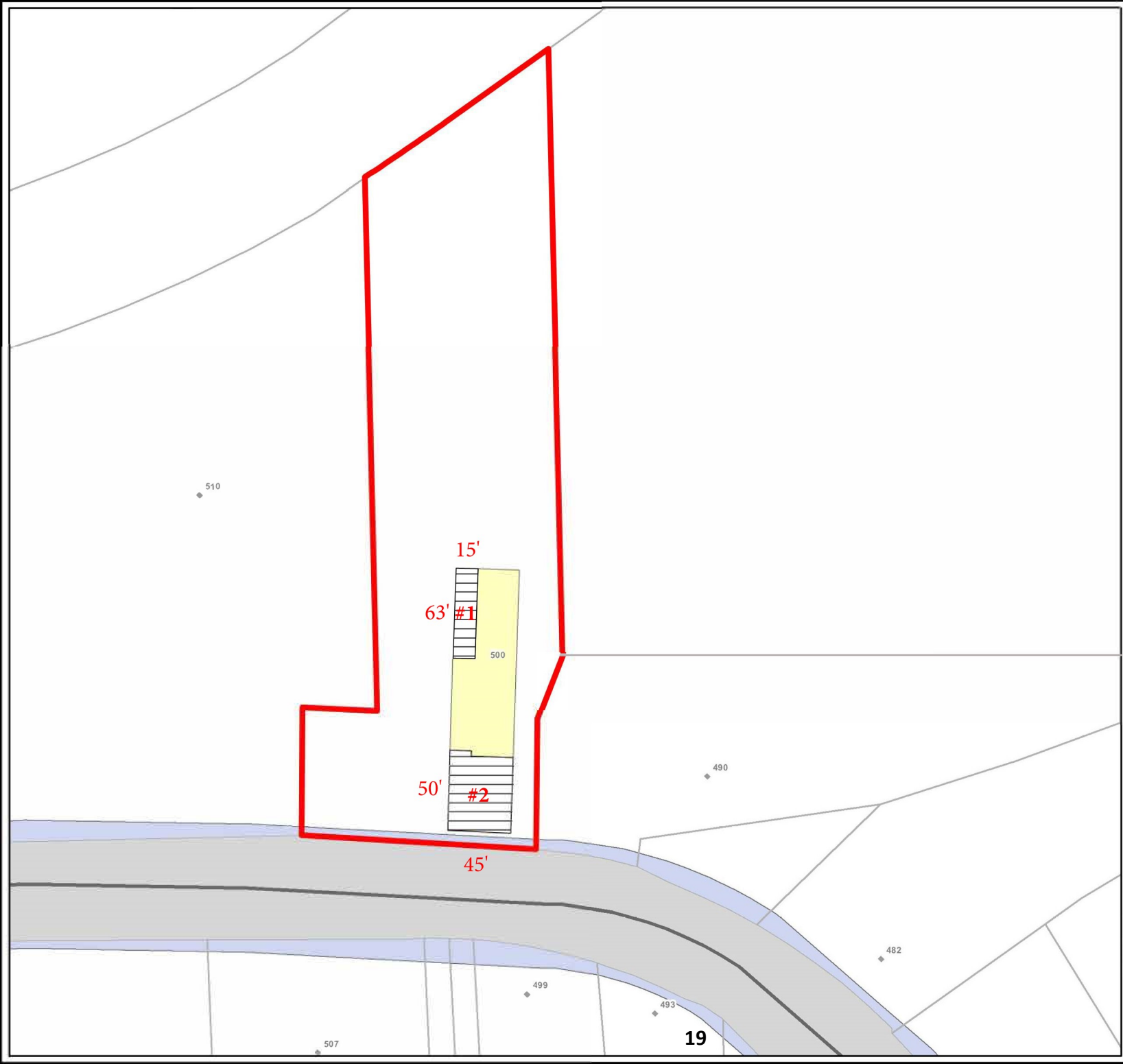
PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG

I CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_ 2020,

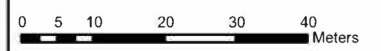
**MUNICIPALITY OF THE DISTRICT OF LUNENBURG**, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed by its proper officers and I have signed as a witness to such execution.

\_\_\_\_\_  
A BARRISTER OF THE SUPREME COURT  
OF NOVA SCOTIA

**60220076**  
**500 Highway 325**



-  Additions
-  Original Building
-  Civic Points
-  Provincial Road
-  Municipal Road
-  Private Road
-  Road Right-of-Way
-  Properties (Jan 2020)
-  13.1m road centreline setback
-  Waterbody



Project Description:

**MUNICIPALITY OF THE  
DISTRICT OF LUNENBURG**

Sources: Digital Base Map Data from the Nova Scotia Geomatics Centre, Amherst, NS

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Date: February 2020

File: \plan2020\ByungJun\60220076

Prepared By: Planning & Development Services  
Municipality of the District of Lunenburg



# Municipality of the District of Lunenburg

## MEMORANDUM

TO: Mayor Bolivar-Getson and Municipal Councillors  
FROM: Sherry Conrad, Municipal Clerk  
DATE: May 13, 2020  
RE: **Proposed Amendments to Credit Card Policy – MDL-46**

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Municipal Council, in session on May 12, 2020, reviewed proposed amendments to Sections 3, 5, 6, 9, 10, 11 and Appendix B of the Credit Card Policy MDL-46 and gave notice of its intention to approve the proposed amendments at the May 26, 2020 Council meeting

Section 48(1) of the *Municipal Government Act* states, “Before a policy is passed, amended or repealed, the Council shall give at least seven days notice to all council members.” Therefore, in accordance with Section 48(1), the attached amended Policy MDL-46 Credit Card will be presented for Council’s approval at the May 26, 2020 Council meeting. Council’s motion at the May 12, 2020 meeting was hereby considered as Council’s notice.

If Council approves of the proposed amendments, the following motion is in order:

**“That Municipal Council approve the amendments to Sections 3, 5, 6, 9, 10, 11 and Appendix B of MDL-46 Credit Card Policy as presented.”**

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Sherry Conrad  
Municipal Clerk

/sac  
Attachments

# Municipality of the District of Lunenburg POLICY

|                                     |                               |
|-------------------------------------|-------------------------------|
| Title:<br><b>Credit Card Policy</b> |                               |
| Policy No.<br><b>MDL-46</b>         |                               |
| Effective Date:<br>June 8, 2010     | Amended Date:<br>May 26, 2020 |

## 1. Purpose

The Credit Card Policy is to establish a more efficient, cost-effective method of purchasing and payment for store purchases; gas purchases; and, where appropriate, travel, meals, accommodation expenses, US dollar purchases and emergency purchases.

## 2. General

This Policy provides the guidelines for use of a Municipal Credit Card. It is recommended that employees read the Policy in its entirety prior to making a credit card request. The Policy also provides a variety of information about the process, types of purchases that may or may not be made, who will accept the Credit Card, records that must be maintained and reconciled monthly and other information related to the administration of the policy.

## 3. Obtaining a Credit Card

To obtain a credit card the following steps are required:

- 3.1 After you have read the Policy and understand the procedures outlined, complete a New Account Information Record (Credit Card Application Form – Appendix A).
- 3.2 Supervisor's must indicate approval by signing the Application Form. All signed requests will be given to the Accounting Manager who will process the orders for the Credit Cards.  
[amended May 26, 2020]
- 3.3 Upon delivery of the Credit Card, review and sign the Credit Cardholder Agreement (**Appendix "B"**) to accept your Credit Card. Supervisors must also sign the Agreement.
- 3.4 Upon receipt of the Credit Card, call the 1-800 number on the Credit Card to activate it, sign the back immediately, and keep it in a secure place.

Contact your Supervisor or the Finance Department if any questions arise about the use of the Credit Card or this policy. Credit Card usage may be audited and/or rescinded at any time.

#### 4. Changing Credit Card Information

If a Credit Cardholder relocates to another Department; they must provide the Finance Department with new account information. This may include but not limited to the following:

- new location,
- address,
- phone number,
- fax number.

Keeping Credit Card records current will alleviate delays in the processing of Credit Card Statements.

#### 5. Use of Credit Card

- 5.1 Only the person whose name is shown on the card is entitled to use the Credit Card.
- 5.2 This Policy is not intended to avoid or bypass appropriate purchasing or payment procedures. Rather, the Policy complements the existing processes available.
- 5.3 This Policy is not intended to replace the current travel policy contained in Policy MDL-51, Personnel Policy.
- 5.4 This Credit Card shall not be used for personal use.
- 5.5 Acquiring cash advances from this Credit Card is strictly prohibited.
- 5.6 This Policy is not intended to circumvent the Municipality's Purchasing Policy. Credit Card transactions which exceed the single transaction limit shall not be split or divided in order to obtain the purchase.
- 5.7 This Credit Card may be used at any vendor or supplier who accepts the Credit Card throughout Canada or any other country per the Policy on acceptable purchases such as:
  - 5.7.1 Emergency situations, automotive repair for field personnel
  - 5.7.2 Specific accounts may be established with the help of your Supervisor and Accounting Manager to release goods and pay for goods using this Policy. These charges may be set up independently from your general usage Credit Card.[amended May 26, 2020]
  - 5.7.3 Travel, meals, and lodging
  - 5.7.4 Store purchases
  - 5.7.5 Gas Purchases
- 5.8 This Credit Card may NOT be used for:
  - 5.8.1 Generally, any item exceeding \$1,000 in value or the amount approved for the individual Credit Cardholder (see Section 9.2).
  - 5.8.2 Any goods or service normally considered to be inappropriate use of Municipal funds
  - 5.8.3 Capital equipment
  - 5.8.4 Stock items available through our on-hand supplies or through approved ordering systems or policies
  - 5.8.5 Items secured through blanket orders and negotiated contracts

## 6. Questions and Feedback

As with any process, it is difficult to anticipate every question or issue regarding the policy. A key element in how well this process works will be the user's feedback. Suggestions for improvement or change will be important. Please inform the Finance Department of any suggestions for improvements and any problems that may occur. [amended May 26, 2020]

## 7. Record Keeping

Record-keeping will be essential to ensure the success of this policy. This is not an unusual requirement as standard reimbursement policies require retention of receipts and as with any charge Credit Card, receipts must be retained for your protection.

## 8. Warnings

- 8.1 Card Holders are responsible for the security and transactions made with the Credit Card. Credit Cards are issued in the card holders name and it will be assumed that any purchases made with the Credit Card have been made by the person whose name is shown.
- 8.2 The Credit Card is the property of the Municipality of the District of Lunenburg and is only to be used for municipal purchases as defined in this policy.
- 8.3 A Credit Card used not in compliance with the guidelines established for this Policy will result in severe consequences, up to and including termination of employment.

## 9. Restrictions

### 9.1 Raising of Credit Limit

Each Credit Card has been assigned an individual credit limit. The limit is based on previous purchasing activity as approved by your Supervisor. If over time the limit is too low to accommodate monthly requirements, contact your Supervisor, in writing, to have the limit re-evaluated. If your Supervisor agrees, the Supervisor will sign the request as approved and forward to the Finance Department. The Finance Department will ensure that the appropriate changes are performed. The Credit Card Bank will not change credit limits – it must be done by contacting the Finance Department.

### 9.2 Exceeding the Limits

9.2.1 Regular Credit Cards - In addition, except for emergency situations, no single transaction shall exceed \$1,000 in value with a maximum of \$5,000 monthly or the amount approved for the Credit Cardholder. Any transaction which exceeds the limit must be processed through regular purchasing processes.

#### 9.2.2

- 9.2. 2 The Treasurer is authorized to approve at his/her discretion single and monthly maximum transaction values that are outside the established values. [amended May 26, 2020]

### 9.3 Credit Card Not Accepted

Vendors currently utilized as a source for products or services will likely accept your Credit Card. If your card is declined and you feel the decline should not have occurred, contact the Finance Department as they will determine if you were declined because of merchant blockage or having exceeded the monthly credit limit or single transaction dollar limit imposed on your Credit Card.

## 10. Reconciliation and Payment

### 10.1 Payment of Statements

The Credit Card Policy carried corporate, not individual liability. Invoices will be paid by Accounts Payable. Employees will not be required to pay monthly statements. This Policy does not impact personal credit ratings.

### 10.2 Record Keeping

It is required that all receipts for goods and services purchased be retained as it is the only original documentation specifying whether or not tax has been paid against the purchase.

If purchases are via phone or mail, request the vendor to include the receipt with the goods when the product is shipped.

### 10.3 Code appropriate GL account numbers on each receipt.

### 10.4 Non-Gas Credit Cards - Processing Statements for Payment

10.4.1 Statement date is the last week of each month. You should receive your statement in the first week of each month. If you do not receive it by this date, contact the Financial Services Assistant. When employees receive their statement, they shall follow the following procedures. [amended May 26, 2020]

10.4.1.1 Check all slips collected over the month against the statement to ensure they match.

10.4.1.2 All slips must be attached to the statement. All statements shall have the actual detailed receipts attached showing the breakdown of items and applicable taxes paid.

10.4.1.3 Statements must be approved by card holder and supervisor (ensure your names are printed beside signatures). The CAO will approve Department Heads expenses.

- 10.4.1.4 Once a statement has been approved, it is to be forwarded to the Financial Services Assistant for processing. [amended May 26, 2020]
- 10.4.1.5 Statement must be received by the Financial Services Assistant no later than the 20<sup>th</sup> of each month to be included in the end of the month GL posting. [amended May 26, 2020]
- 10.4.1.6 Failure to forward approved statements by the deadline will not allow postings to the GL. Therefore, failure to forward two statements in a row will cause the temporary deactivation of the card until all statements have been brought up to date. Upon which the Supervisor may then apply for reactivation of the card.
- 10.4.1.7 Statements received, but have either receipts missing or improper signatures, the cardholder and their supervisor will be notified for the first two instances. On the 3<sup>rd</sup> instance, the card will be deactivated without notice.
- 10.4.1.8 If the Credit Cardholder fails to reconcile their statement within 30 days of the statement date, the Finance Department may terminate Credit Card privileges.
- 10.4.1.9 All receipts will be maintained/stored by the Finance Department for audit purposes.

## 10.5 Gas Credit Cards - Processing Statements for Payment

- 10.5.1 Forward all of receipts to Accounts Payable. They will be matched to statements and then sent to Supervisors for approval. Odometer readings shall be marked on the receipt. If you are using a rental vehicle, please indicate this rather than the odometer reading.

## 11. If Records Don't Agree with Statements

There may be occasions where items on a statement do not correlate with retained receipts, or you may not have made the transaction, or the amount of the transaction is incorrect. The following is the steps required to correct errors:

- 11.1 Contact the vendor
- 11.2 If the vendor agrees that an error has been made, a credit will be made to your account
- 11.3 If the vendor does not agree that an error has been made, contact the Accounting Manager stating that you would like to dispute a charge on your Credit Card, giving all the pertinent details. The Accounting Manager will investigate with the Credit Card Bank and advise on the status of the dispute. [amended May 26, 2020]

- 11.4 Any charge that is disputed must be identified within 30 days of the statement date. Disputes will then be resolved by the Credit Card Bank within 90 days.
- 11.5 Highlight the transaction in question on the statement as a reminder that the item is still pending resolution.
- 11.6 Cardholders are responsible for reviewing the transactions identified on their statement. You must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, cardholders are responsible to show that the error or dispute resolution process has been invoked.

## 12. Lost or Stolen Credit Cards

Credit Cards are the property of the Municipality of the District of Lunenburg and shall be kept secure. If your Credit Card is lost or has been stolen, or if the number becomes the knowledge of someone else, notify the Credit Card Bank Customer Service immediately.

Once a credit card has been reported lost or stolen, the Credit Card will be deactivated. Prompt action in these circumstances can reduce the Municipality's liability for fraudulent charges.

- 12.1 Contact the Finance Department to get current Bank Customer Service Numbers for both non-gas credit cards and gas credit cards.

| <b>Clerk's Annotation for Official Policy Book</b>   |                     |
|--|---------------------|
| Date of Notice to Council Members of Intent to consider  | <u>May 6, 2010</u>  |
| Date of Adoption   | <u>June 8, 2010</u> |
| Date of Notice to Council Members of Intent to Consider Amendments   | May 12, 2020        |
| Date of Passage of Amendments:   |                     |
| I certify that this " <i>Credit Credit Card Policy – MDL-46</i> " was adopted and amended by Council as indicated above. |                     |
| _____  | _____               |
| Municipal Clerk  | Date                |

**Appendix "A"**

Municipality of the District of Lunenburg  
Employee Credit Card Application

Employee Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Work Phone Number: \_\_\_\_\_

Date of Birth \_\_\_\_\_ Employee Number: \_\_\_\_\_

Single Transaction Limit: \_\_\_\_\_ Monthly Limit: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix "B"**  
Municipality of the District of Lunenburg  
Card Holders Acknowledgement and Agreement

This Municipality of the District of Lunenburg (MODL) \_\_\_\_\_ Credit Card represents MODL's trust in you. You are empowered as a responsible agent to safeguard MODL assets. Your signature below is verification that you have read the Credit Card Policy and agree to comply with it as well as the following responsibilities. It also acknowledges that you have received a MODL Credit Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_

1. I understand the Credit Card is for company-approved purchases only, and I agree not to charge personal purchases. Improper use of this Credit Card is considered misappropriation of Municipal funds. This may result in disciplinary action, up to and including termination of employment.
2. If the Credit Card is lost or stolen, I will immediately notify \_\_\_\_\_ by telephone at \_\_\_\_\_. I will confirm the telephone call by email or facsimile with a copy of the notification to the Municipal Treasurer.
3. I agree to surrender the Credit Card immediately upon termination of employment, whether for retirement, voluntary or involuntary reasons.
4. The Credit Card is issued in my name. I will not allow any other person to use the Credit Card. I am considered responsible for any and all charges against the Credit Card.
5. I understand that in the event of willful or negligent default of these obligations, MODL shall take recovery action deemed appropriate as permitted by law.
6. All charges will be billed directly to and paid directly by the Municipality. The \_\_\_\_\_ cannot accept any monies from me directly, therefore any personal charges billed to the Company could be considered misappropriation of Municipal funds.
7. As the Credit Card is Municipal property, I understand that I may be periodically required to comply with internal control procedures designed to protect company assets. This may include being asked to produce the Credit Card to validate its existence.
8. I understand the Credit Card has been issued to me as an employee of MODL. I will under no circumstances be personally liable to the Credit Card for any obligations arising from use of the Credit Card except in the event of misappropriate use of funds.
9. I will receive a Monthly Reconciliation Statement, which will report all activity during the statement period. Since I am responsible for all charges (but not for payment) on the Credit Card, I will resolve any discrepancies by either contacting the vendor or the Accounting Manager. **[amended May 26, 2020]**
10. It is my responsibility to provide the Finance Department with the proper GL account breakdown for all transactions processed against the Credit Card.
11. I understand the Credit Card is not necessarily provided to all employees. Assignment is based on my need to purchase materials for MODL. My Credit Card may be revoked based on change of assignment or location. I understand that the Credit Card is not an entitlement nor reflective of title or position.
12. I acknowledge I must follow the Policies and Procedures related to the use of the Credit Card.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisory Signature

\_\_\_\_\_  
Date

# Municipality of the District of Lunenburg POLICY

|                                     |               |
|-------------------------------------|---------------|
| Title:<br><b>Credit Card Policy</b> |               |
| Policy No.<br><b>MDL-46</b>         |               |
| Effective Date:<br>June 8, 2010     | Amended Date: |

## 1. Purpose

The Credit Card Policy is to establish a more efficient, cost-effective method of purchasing and payment for store purchases; gas purchases; and, where appropriate, travel, meals, accommodation expenses, US dollar purchases and emergency purchases.

## 2. General

This Policy provides the guidelines for use of a Municipal Credit Card. It is recommended that employees read the Policy in its entirety prior to making a credit card request. The Policy also provides a variety of information about the process, types of purchases that may or may not be made, who will accept the Credit Card, records that must be maintained and reconciled monthly and other information related to the administration of the policy.

## 3. Obtaining a Credit Card

To obtain a credit card the following steps are required:

- 3.1 After you have read the Policy and understand the procedures outlined, complete a New Account Information Record (Credit Card Application Form – Appendix A).
- 3.2 Supervisor's must indicate approval by signing the Application Form. All signed requests will be given to the ~~Purchasing Coordinator~~ Accounting Manager who will process the orders for the Credit Cards.
- 3.3 Upon delivery of the Credit Card, review and sign the Credit Cardholder Agreement (**Appendix "B"**) to accept your Credit Card. Supervisors must also sign the Agreement.
- 3.4 Upon receipt of the Credit Card, call the 1-800 number on the Credit Card to activate it, sign the back immediately, and keep it in a secure place.

Contact your Supervisor or the Finance Department if any questions arise about the use of the Credit Card or this policy. Credit Card usage may be audited and/or rescinded at any time.

#### 4. Changing Credit Card Information

If a Credit Cardholder relocates to another Department; they must provide the Finance Department with new account information. This may include but not limited to the following:

- new location,
- address,
- phone number,
- fax number.

Keeping Credit Card records current will alleviate delays in the processing of Credit Card Statements.

#### 5. Use of Credit Card

- 5.1 Only the person whose name is shown on the card is entitled to use the Credit Card.
- 5.2 This Policy is not intended to avoid or bypass appropriate purchasing or payment procedures. Rather, the Policy complements the existing processes available.
- 5.3 This Policy is not intended to replace the current travel policy contained in Policy MDL-51, Personnel Policy.
- 5.4 This Credit Card shall not be used for personal use.
- 5.5 Acquiring cash advances from this Credit Card is strictly prohibited.
- 5.6 This Policy is not intended to circumvent the Municipality's Purchasing Policy. Credit Card transactions which exceed the single transaction limit shall not be split or divided in order to obtain the purchase.
- 5.7 This Credit Card may be used at any vendor or supplier who accepts the Credit Card throughout Canada or any other country per the Policy on acceptable purchases such as:
  - 5.7.1 Emergency situations, automotive repair for field personnel
  - 5.7.2 Specific accounts may be established with the help of your Supervisor and ~~Purchasing Coordinator~~ Accounting Manager to release goods and pay for goods using this Policy. These charges may be set up independently from your general usage Credit Card.
  - 5.7.3 Travel, meals, and lodging
  - 5.7.4 Store purchases
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- 5.8 This Credit Card may NOT be used for:
  - 5.8.1 Generally, any item exceeding \$1,000 in value or the amount approved for the individual Credit Cardholder (see Section 9.2).
  - 5.8.2 Any goods or service normally considered to be inappropriate use of Municipal funds
  - 5.8.3 Capital equipment
  - 5.8.4 Stock items available through our on hand supplies or through approved ordering systems or policies
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## 6. Questions and Feedback

As with any process, it is difficult to anticipate every question or issue regarding the policy. A key element in how well this process works will be the user's feedback. Suggestions for improvement or change will be important. Please inform the Finance Department ~~or Purchasing Coordinator~~ of any suggestions for improvements and any problems that may occur.

## 7. Record Keeping

Record-keeping will be essential to ensure the success of this policy. This is not an unusual requirement as standard reimbursement policies require retention of receipts and as with any charge Credit Card, receipts must be retained for your protection.

## 8. Warnings

- 8.1 Card Holders are responsible for the security and transactions made with the Credit Card. Credit Cards are issued in the card holders name and it will be assumed that any purchases made with the Credit Card have been made by the person whose name is shown.
- 8.2 The Credit Card is the property of the Municipality of the District of Lunenburg and is only to be used for municipal purchases as defined in this policy.
- 8.3 A Credit Card used not in compliance with the guidelines established for this Policy will result in severe consequences, up to and including termination of employment.

## 9. Restrictions

### 9.1 Raising of Credit Limit

Each Credit Card has been assigned an individual credit limit. The limit is based on previous purchasing activity as approved by your Supervisor. If over time the limit is too low to accommodate monthly requirements, contact your Supervisor, in writing, to have the limit re-evaluated. If your Supervisor agrees, the Supervisor will sign the request as approved and forward to the Finance Department. The Finance Department will ensure that the appropriate changes are performed. The Credit Card Bank will not change credit limits – it must be done by contacting the Finance Department.

### 9.2 Exceeding the Limits

- 9.2.1 Regular Credit Cards - In addition, except for emergency situations, no single transaction shall exceed \$1,000 in value with a maximum of \$5,000 monthly or the amount approved for the Credit Cardholder. Any transaction which exceeds the limit must be processed through regular purchasing processes.
- 9.2.2 ~~Purchasing Coordinator Credit Card—single transaction limit is \$5,000 except for emergency situations, with a maximum monthly amount of \$20,000.~~

9.2.32 The Treasurer is authorized to approve at his/her discretion single and monthly maximum transaction values that are outside the established values.

### 9.3 Credit Card Not Accepted

Vendors currently utilized as a source for products or services will likely accept your Credit Card. If your card is declined and you feel the decline should not have occurred, contact the Finance Department as they will determine if you were declined because of merchant blockage or having exceeded the monthly credit limit or single transaction dollar limit imposed on your Credit Card.

## 10. Reconciliation and Payment

### 10.1 Payment of Statements

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### 10.2 Record Keeping

It is required that all receipts for goods and services purchased be retained as it is the only original documentation specifying whether or not tax has been paid against the purchase.

If purchases are via phone or mail, request the vendor to include the receipt with the goods when the product is shipped.

10.3 Code appropriate GL account numbers on each receipt.

### 10.4 Non-Gas Credit Cards - Processing Statements for Payment

10.4.1 Statement date is the ~~first~~ last week of each month. You should receive your statement in the ~~second~~ first week of each month. If you do not receive it by this date, contact ~~Accounts Payable~~ the Financial Services Assistant. When employees receive their statement, they shall follow the following procedures.

10.4.1.1 Check all slips collected over the month against the statement to ensure they match.

10.4.1.2 All slips must be attached to the statement. All statements shall have the actual detailed receipts attached showing the breakdown of items and applicable taxes paid.

10.4.1.3 Statements must be approved by card holder and supervisor (ensure your names are printed beside signatures). The CAO will approve Department Heads expenses.

- 10.4.1.4 Once a statement has been approved, it is to be forwarded to ~~Accounts Payable~~ the Financial Services Assistant for processing.
- 10.4.1.5 Statement must be received by ~~Accounts Payable~~ the Financial Services Assistant no later than the 20<sup>th</sup> of each month to be included in the end of the month GL posting.
- 10.4.1.6 Failure to forward approved statements by the deadline will not allow postings to the GL. Therefore, failure to forward two statements in a row will cause the temporary deactivation of the card until all statements have been brought up to date. Upon which the Supervisor may then apply for reactivation of the card.
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- 10.5.1 Forward all of receipts to Accounts Payable. They will be matched to statements and then sent to Supervisors for approval. Odometer readings shall be marked on the receipt. If you are using a rental vehicle, please indicate this rather than the odometer reading.

## 11. If Records Don't Agree with Statements

There may be occasions where items on a statement do not correlate with retained receipts, or you may not have made the transaction, or the amount of the transaction is incorrect. The following is the steps required to correct errors:

- 11.1 Contact the vendor
- 11.2 If the vendor agrees that an error has been made, a credit will be made to your account
- 11.3 If the vendor does not agree that an error has been made, contact the ~~Assistant Treasurer~~ Accounting Manager stating that you would like to dispute a charge on your Credit Card, giving all the pertinent details. The ~~Assistant Treasurer~~ Accounting Manager will investigate with the Credit Card Bank and advise on the status of the dispute.

- 11.4 Any charge that is disputed must be identified within 30 days of the statement date. Disputes will then be resolved by the Credit Card Bank within 90 days.
- 11.5 Highlight the transaction in question on the statement as a reminder that the item is still pending resolution.
- 11.6 Cardholders are responsible for reviewing the transactions identified on their statement. You must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, cardholders are responsible to show that the error or dispute resolution process has been invoked.

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Once a credit card has been reported lost or stolen, the Credit Card will be deactivated. Prompt action in these circumstances can reduce the Municipality's liability for fraudulent charges.

- 12.1 Contact the Finance Department to get current Bank Customer Service Numbers for both non-gas credit cards and gas credit cards.

| <b>Clerk's Annotation for Official Policy Book</b>   |                     |
|--|---------------------|
| Date of Notice to Council Members of Intent to consider  | <u>May 6, 2010</u>  |
| Date of Adoption   | <u>June 8, 2010</u> |
| Date of Notice to Council Members of Intent to Consider Amendments   | _____               |
| Date of Passage of Amendments:   | _____               |
| I certify that this " <i>Credit Credit Card Policy – MDL-46</i> " was adopted by Council as indicated above. |                     |
| _____  | _____               |
| Municipal Clerk  | Date                |

**Appendix "A"**

Municipality of the District of Lunenburg  
Employee Credit Card Application

Employee Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Work Phone Number: \_\_\_\_\_

Date of Birth \_\_\_\_\_ Employee Number: \_\_\_\_\_

Single Transaction Limit: \_\_\_\_\_ Monthly Limit: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Appendix "B"**  
Municipality of the District of Lunenburg  
Card Holders Acknowledgement and Agreement

This Municipality of the District of Lunenburg (MODL) \_\_\_\_\_ Credit Card represents MODL's trust in you. You are empowered as a responsible agent to safeguard MODL assets. Your signature below is verification that you have read the Credit Card Policy and agree to comply with it as well as the following responsibilities. It also acknowledges that you have received a MODL Credit Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_

1. I understand the Credit Card is for company-approved purchases only, and I agree not to charge personal purchases. Improper use of this Credit Card is considered misappropriation of Municipal funds. This may result in disciplinary action, up to and including termination of employment.
2. If the Credit Card is lost or stolen, I will immediately notify \_\_\_\_\_ by telephone at \_\_\_\_\_. I will confirm the telephone call by email or facsimile with a copy of the notification to the Municipal Treasurer.
3. I agree to surrender the Credit Card immediately upon termination of employment, whether for retirement, voluntary or involuntary reasons.
4. The Credit Card is issued in my name. I will not allow any other person to use the Credit Card. I am considered responsible for any and all charges against the Credit Card.
5. I understand that in the event of willful or negligent default of these obligations, MODL shall take recovery action deemed appropriate as permitted by law.
6. All charges will be billed directly to and paid directly by the Municipality. The \_\_\_\_\_ cannot accept any monies from me directly, therefore any personal charges billed to the Company could be considered misappropriation of Municipal funds.
7. As the Credit Card is Municipal property, I understand that I may be periodically required to comply with internal control procedures designed to protect company assets. This may include being asked to produce the Credit Card to validate its existence.
8. I understand the Credit Card has been issued to me as an employee of MODL. I will under no circumstances be personally liable to the Credit Card for any obligations arising from use of the Credit Card except in the event of misappropriate use of funds.
9. I will receive a Monthly Reconciliation Statement, which will report all activity during the statement period. Since I am responsible for all charges (but not for payment) on the Credit Card, I will resolve any discrepancies by either contacting the vendor or the ~~Assistant Treasurer~~ Accounting Manager.
10. It is my responsibility to provide the Finance Department with the proper GL account breakdown for all transactions processed against the Credit Card.
11. I understand the Credit Card is not necessarily provided to all employees. Assignment is based on my need to purchase materials for MODL. My Credit Card may be revoked based on change of assignment or location. I understand that the Credit Card is not an entitlement nor reflective of title or position.
12. I acknowledge I must follow the Policies and Procedures related to the use of the Credit Card.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisory Signature

\_\_\_\_\_  
Date



# Municipality of the District of Lunenburg

## MEMORANDUM

TO: Mayor Bolivar-Getson and Municipal Councillors  
FROM: Sherry Conrad, Municipal Clerk  
DATE: May 13, 2020  
RE: **Proposed Amendment to Policy MDL-88 Areas Where New Public Roads are Permitted**

---

Municipal Council, in session on May 12, 2020, reviewed a report which outlined a proposed amendment to Policy MDL-88 Areas Where New Public Roads are Permitted and gave notice of its intention to approve the proposed amendment to the Policy at the May 26, 2020 Council meeting

Section 48(1) of the *Municipal Government Act* states, "Before a policy is passed, amended or repealed, the Council shall give at least seven days notice to all council members." Therefore, in accordance with Section 48(1), the attached amended Policy MDL-88 will be presented for Council's approval at the May 26, 2020 Council meeting. Council's motion at the May 12, 2020 meeting was hereby considered as Council's notice.

If Council approves of the proposed amendment, the following motion is in order:

**"That Municipal Council approve the amendment to Policy MDL-88 Areas Where New Public Roads are Permitted as presented."**

---

Sherry Conrad  
Municipal Clerk

/sac  
Attachments

## Municipality of the District of Lunenburg POLICY

|   |                                      |
|---|--------------------------------------|
| <b>Title:</b><br>Areas Where New Public Roads Are Permitted |                                      |
| <b>Policy No.</b><br>MDL-88                                 |                                      |
| <b>Effective Date:</b><br>September 24, 2018                | <b>Amended Date:</b><br>May 26, 2020 |

The policy forms Schedule “K” of the Subdivision By-law.

### SCHEDULE ‘K’

#### AREAS WHERE NEW PUBLIC ROADS ARE PERMITTED

PID 60631009 – Nathan Cirillo Road, Cookville [amended May 26 2020]

|  |
|--|
| <p><b>Clerk’s Annotation for Official Policy Book</b></p> <p>Date of Notice to Council Members: August 28, 2018</p> <p>Date of Passage of Current Policy: September 24, 2018</p> <p>Date of Notice to Council Members<br/>of Intent to Consider Amendments:</p> <p>Date of Passage of Amendments:</p> <p>I certify that this “<i>Policy MDL-88</i>” was adopted by Council as indicated above.</p> <p>_____</p> <p>Municipal Clerk</p> |
|--|

## Municipality of the District of Lunenburg POLICY

|   |                      |
|---|----------------------|
| <b>Title:</b><br>Areas Where New Public Roads Are Permitted |                      |
| <b>Policy No.</b><br>MDL-88                                 |                      |
| <b>Effective Date:</b><br>September 24, 2018                | <b>Amended Date:</b> |

The policy forms Schedule “K” of the Subdivision By-law.

### SCHEDULE ‘K’

#### AREAS WHERE NEW PUBLIC ROADS ARE PERMITTED

~~None~~

**PID 60631009 – Nathan Cirillo Road, Cookville**

|  |
|--|
| <p><b>Clerk’s Annotation for Official Policy Book</b></p> <p>Date of Notice to Council Members: August 28, 2018</p> <p>Date of Passage of Current Policy: September 24, 2018</p> <p>Date of Notice to Council Members<br/>of Intent to Consider Amendments:</p> <p>Date of Passage of Amendments:</p> <p>I certify that this “<i>Policy MDL-88</i>” was adopted by Council as indicated above.</p> <p>_____</p> <p>Municipal Clerk</p> |
|--|



# Municipality of the District of Lunenburg

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

## MEMORANDUM

TO: Mayor Bolivar-Getson & Municipal Councillors

FROM: Sherry Conrad, Municipal Clerk

DATE: May 13, 2020

RE: **Repeal of Policies MDL-24 A By-law Respecting the Subdivision of Land in the Municipality of the District of Lunenburg – Amendments by Policy and MDL-25 Policy to Amend Engineering Specifications for Public Highways**

Municipal Council, in session on May 12, 2020, reviewed a report to repeal Policy MDL-24 A By-law Respecting the Subdivision of Land in the Municipality of the District of Lunenburg – Amendments by Policy approved November 12, 2003 and MDL-25 Policy to Amend Engineering Specifications for Public Highways approved on June 1, 2004 and made a motion giving notice of its intention to repeal the policies at the May 26, 2020 Council meeting. These policies became redundant when the Municipal Planning Strategy and Subdivision By-law was approved on September 24, 2018

Section 48(1) of the *Municipal Government Act* states, “Before a policy is passed, amended or **repealed**, the Council shall give at least seven days’ notice to all council members.” Therefore, in accordance with Section 48(1), the attached policies MDL-24 & MDL-25 will be presented to Council for repeal at the May 26, 2020 Council session. Council’s motion of May 12, 2020 was hereby considered as council notice.

The following motion is required to repeal the policies:

**“That Municipal Council repeal Policy MDL-24 A By-law Respecting the Subdivision of Land in the Municipality of the District of Lunenburg – Amendments by Policy approved November 12, 2003 and MDL-25 Policy to Amend Engineering Specifications for Public Highways approved on June 1, 2004”.**

Sherry Conrad

/sac  
Attachment

**A BY-LAW RESPECTING THE SUBDIVISION OF LAND IN THE  
MUNICIPALITY OF THE DISTRICT OF LUNENBURG -  
AMENDMENTS APPROVED BY POLICY**

**POLICY MDL-24**

**Notice of Policy - October 14, 2003**

**Approval by Policy- November 12, 2003**

1. Section 4 of the By-law respecting the subdivision of land within the Municipality of the District of Lunenburg is amended by adding immediately after clause (k) the following clause:

“(ka) PROPOSED LOT means any lot being proposed to be created by a plan of subdivision, including a remainder lot.”
2. Part 5 of Subdivision By-law is amended by repealing Section 5.9.
3. Subsection 11.1(11.1.1) of the Subdivision By-law is amended by:
  - a) striking out “The subdivider” in the first line and substituting “A person”;
  - b) immediately after clause (b), by adding the following clause:

“(ba) the unique Parcel Identifier (PID) of all areas of land being subdivided,”;
  - c) in clause (d), immediately after “area of the” by adding “proposed” and immediately after “lots” by striking out “being created”;
  - d) in clause (e), in the first line immediately after “each” an immediately before “lot”, adding “proposed”; and
  - e) in clause (i), in the first line, striking out “lots being created” and substituting “proposed lots” in the first line.
4. Section 11.1 of the Subdivision By-law is amended by repealing Subsection 11.1.2 and substituting the following Subsection:

“11.1.2(a) Where a preliminary plan of subdivision is to be forwarded to the Department of Environment and Labour pursuant to clause 11.2 (11.2.1) (a), the information listed in clause (b) is required for the following proposed lots:

  - i) a proposed lot which is being created for a purpose that will require the construction of an on-site sewage disposal system, or

- ii) a proposed lot being divided from an existing area of land, contains an on-site sewage disposal system, and
  - A) is 900 square metres (96,878.4 square feet) or less in area; or
  - B) has a width of less than 76 metres (249.3 feet).
- (b) Unless the information already has been submitted to the Department of Environment and Labour, the following additional information is required for the proposed lots referred to in clause (a):
  - i) the lot layout including any proposed building, on-site sewage disposal system, driveway and water well,
  - ii) the location of any watercourse, wetland, marine water body and other features that may influence the design of the on-site sewage system, including any ditch, road, driveway or easement,
  - iii) the surface slopes and directions,
  - iv) the location of any test pit,
  - v) the proposed on-site sewage disposal system, selected or designed,
  - vi) an explanation of the extent, volume and type of usage to which the on-site sewage disposal system will be subjected,
  - vii) an assessment report of the lot respecting its suitability to support an on-site sewage disposal system including the results of a soil evaluation test, and
  - viii) any other information necessary to determine whether the subdivision meets the On-site Sewage Disposal Systems Regulations.
- (c) For a proposed lot that is being divided from an existing area of land, contains an existing on-site sewage disposal system and is more than 9000 square metres (96,878.4 square feet) in area with a width of 76 metres (249.3 feet) or more, the lot layout including the location of buildings, driveways, on-site sewage disposal systems and wells shall be provided.
- (d) For a proposed lot 9000 square metres (96,878.4 square feet) or less in area or with a width of less than 76 metres (249.3 feet) that is being created for a purpose that will not require the construction of an on-site

sewage disposal system, the certification section of the application in the form specified in Schedule "A" must be completed."

5. Section 11.2 of the Subdivision By-law is amended by repealing clause 11.2 (11.2.1) (a) and substituting the following clause:

- "a) in areas not serviced by a central sewer system, the Department of Environment and Labour to determine if the lots shown are generally appropriate to meet the On-Site Sewage Disposal Systems Regulations, except where the proposed lot:
- i) is greater than 9000 square metres (96.878.4 square feet), has a width of 76 metres (249.3 feet) or more, and the applicant has indicated on the application that the proposed lot is not intended for a purpose requiring an on-site sewage disposal system, or
  - ii) contains an on-site sewage disposal system and is being increased in size, provided all other proposed lots shown on the plan meet the requirements listed in subclause (i)."

6. Section 11.2 of the Subdivision By-law is amended by adding the following subsection:

"11.2.2 A preliminary plan of subdivision that shows a proposed lot referred to in clause 11.1 (11.1.2) (d) shall be forwarded to the Department of Environment and Labour for confirmation that the Department of Environment & Labour is in agreement that the proposed lot does not require an on-site sewage disposal system."

7. Section 11.4 of the Subdivision By-law is amended by striking out "subdivider" in the fourth line and substituting "applicant".
8. Clause 12.1 (a) of the Subdivision By-law is amended by striking out "the subdivider" and substituting "a person" in the first line.
9. Clause 12.2 (12.2.3) (b) of the Subdivision By-law is amended by renumbering subclause (ii) and (iii) as (iii) and (iv).
10. Clause 12.2 (12.2.3) (b) of the Subdivision By-law is amended by repealing subclause 12.2 (12.2.3) (b) (i) and substituting the following sub clauses:

- "i) in areas not serviced by a central sewer, to determine if the lots shown are generally appropriate to meet the On-Site Sewage Disposal Regulations, except where the proposed lot:
- A) is greater than 9000 square metres (96.878.4 square feet), has a width of 76 metres (249.3 feet) or more, and the

applicant has indicated on the application that the proposed lot is not intended for a purpose requiring an on-site sewage disposal system, or

B) contains an on-site sewage disposal system and is being increased in size, provided all other proposed lots shown on the plan meet the requirements listed in the sub-subclause (A),

ii) where a concept plan shows a proposed lot referred to in clause 11.1 (11.1.2) (d), for confirmation that the Department of Environment and Labour in agreement that the proposed lot does not require an on-site sewage disposal system;”

11. Subsection 12.5 (12.5.1) of the Subdivision By-law is amended by striking out “ subdivider “ in the first line and substituting “applicant”.

12. Subsection 12.5 (12.5.2) of the Subdivision By-law is amended by striking out “subdivider” in the second line and substituting “applicant”.

13. Section 13.1 of the Subdivision By-law is amended by striking out “The subdivider” in the first line and substituting “A person”.

14. Clause 13.2(a) of the Subdivision By-law is amended by repealing subclause (i) and substituting the following subclause:

“ i) in areas not serviced by a central sewer system, to determine compliance with the On-Site Sewage Disposal Systems Regulations, except where the proposed Lot:

A) is greater than 9000 square metres (96,878.4 square feet), has a width of 76 metres (249.3 feet) or more, and the applicant has certified on the application that the proposed lot is not intended for a purpose requiring an on-site sewage disposal system, or

B) contains an on-site sewage disposal system and is being increased in size, provided all other proposed lots shown on the plan meet the requirements of paragraph (A).”

15. Clause 13.2(a) of the Subdivision By-law is amended by adding the following subclause immediately after subclause (ii):

“iii) where a tentative plan shows a proposed lot referred to in clause 14.2.2(d), for confirmation that the Department of Environment is in agreement that the proposed lot does not require an on-site sewage disposal system.”

16. Subsection 13.6 (13.6.1) of the Subdivision By-law is amended by striking out “subdivider” in the first line and substituting “applicant”.
17. Subsection 13.6 (13.6.2) of the Subdivision By-law is amended by striking out “subdivider” in the second line and substituting “applicant”.
18. Subsection 14.2 (14.2.1) of the Subdivision By-law is amended by:
- a) in clause (h), striking out “lots being created, including any remainder lots, and” in the first line and substituting “proposed lot”.
  - b) in clause (i), striking out “to be created” in the first line and substituting “proposed”.
  - c) in clause (k), striking out “being created” in the first line and substituting “proposed”.
  - d) in clause (v), striking out “where Nova Scotia property mapping exists,”.
  - e) in clause (w), striking out “, including remainder lots,” in the first and second lines.
19. Section 14.2 of the Subdivision By-law is amended by repealing Subsection 14.2.2 and adding the following Subsection:
- “14.2.2a) Where a tentative plan of subdivision is to be forwarded to the Department of Environment and Labour pursuant to subclause 13.2(a)(i), the information listed in clause (b) is required for the following proposed lots:
- i) a proposed lot which is being created for a purpose that will require the construction of an on-site sewage disposal system; or
  - ii) a proposed lot being divided from an existing area of land, contains an on-site sewage disposal system; and
    - A) is 9000 square metres (96,878.4 square feet) or less in area; or
    - B) has a width of less than 76 metres (249.3 feet).
  - b) Unless the information already has been submitted to the Department of Environment and Labour, the following additional information is required for proposed lots referred to in clause (a):

- i) the lot layout including any proposed building, on-site sewage disposal system, driveway and water well;
  - ii) the location of any watercourse, wetland, marine water body and other features that may influence the design of the on-site sewage disposal system, including any ditch, road, driveway or easement;
  - iii) the surface slopes and directions;
  - iv) the location of any test pit;
  - v) the proposed on-site sewage disposal system, selected or designed;
  - vi) an explanation of the extent, volume and type of usage to which the on-site sewage disposal system will be subjected;
  - vii) an assessment report of the lot respecting its suitability to support an on-site sewage disposal system including the results of a soil evaluation test; and
  - viii) any other information necessary to determine whether the subdivision meets the On-site Sewage Disposal Systems Regulations.
- c) For a proposed lot that is being divided from an existing area of land, contains an existing on-site sewage disposal system and is more than 9000 square metres (96.878.4 square feet) in area with a width of 76 metres (249.3 feet) or more, the lot layout including the location of buildings, driveways, on-site sewage disposal systems and wells shall be provided.
  - d) For a proposed lot 9000 square metres (96.878.4 square feet) or less in area or with a width of less than 76 metres (249.3 feet) that is being created for a purpose that will not require the construction of an on-site sewage disposal system, the certification section of the application in the form specified in Schedule "A" must be completed."
20. Section 15.2 of the Subdivision By-law is amended by adding "in different ownerships" immediately after "areas of land" in the first line.
21. Clause 15.4 (a) of the Subdivision By-law is amended by:
- a) repealing subclause (i) and substituting the following subclause:
    - "i) in areas not served by a central sewer, the Department of Environment and Labour to determine compliance with the On-site Sewage Disposal Systems Regulations, except where the proposed lot:

- A) is greater than 9000 square metres (96.878.4 square feet), has a width of 76 metres (249.3 feet) or more, and the applicant has certified on the application that the proposed lot is not intended for a purpose requiring an on-site sewage disposal system, or
  - B) contains an on-site sewage disposal system and is being increased in size, provided all other proposed lots shown on the plan meet the requirements listed in sub-subclause (A);”
- b) adding the following subclause immediately after subclause (ii):
- “iii) where a final plan shows a proposed lot referred to in clause 16.2.2 (d), for confirmation that the Department of Environment and Labour is in agreement that the proposed lot does not require an on-site sewage disposal system.”
22. Subsection 16.2 (16.2.1) of the Subdivision /By-law is amended by:
- a) in clause (g), adding “proposed” immediately after “area of the” in the first line, and striking out “being created, including any remainder lots”.
  - b) in clause (i), adding “proposed” immediately after “each” in the first line, and striking out “being created” in the first line.
  - c) in clause (k) adding “proposed” immediately after “boundaries of” in the first line and striking out “being created” in the first line.
  - d) in clause (w), striking out “where Nova Scotia property mapping exists” in the first line.
  - e) in clause (y), striking out “including remainders” in the first and second line.
23. Section 16.2 of the Subdivision By-law is amended by repealing subsection 16.2.2 and substituting the following subsection:
- “16.2.2a) Where a final plan of subdivision is to be forwarded to the Department of Environment and Labour pursuant to clause 15.4 (a)(i), the information listed in clause (b) is required for the following proposed lots:
- i) a proposed lot which is being created for a purpose that will require the construction of an on-site sewage disposal system; or
  - ii) a proposed lot being divided from an existing area of land, contains an on-site sewage disposal system; and

- A) is 9000 square metres (96.878.4 square feet) or less in area;  
or
  - B) has a width of less than 76 metres (249.3 feet)
- b) Unless the information already has been submitted to the Department of Environment and Labour, the following additional information is required for proposed lots referred to in clause (a):
- i) the lot layout including any proposed building, on-site sewage disposal system, driveway and water well;
  - ii) the location of any watercourse, wetland, marine water body and other feature that may influence the design of the on-site sewage disposal system, including any ditch, road, driveway or easement;
  - iii) the surface slopes and directions;
  - iv) the location of any test pit;
  - v) the proposed on-site sewage disposal system, selected or designed;
  - vi) an explanation of the extent, volume and type of usage to which the on-site sewage disposal system will be subjected;
  - vii) an assessment report of the lot respecting its suitability to support an on-site sewage disposal system including the results of a soil evaluation test; and
  - viii) any other information necessary to determine whether the subdivision meets the On-Site Sewage Disposal Systems Regulations.
- c) For a proposed lot that is being divided from an existing area of land, contains an existing on-site sewage disposal system and is more than 9000 square metres (96.878.4 square feet) in area with a width of 76 metres (249.3 feet) or more, the lot layout including buildings, driveway, on-site sewage disposal system and well shall be provided.
- d) For a proposed lot 9000 square metres (96.878.4 square feet) or less in area or with a width of less than 76 metres (249.3 feet) that is being created for a purpose that will not require the construction of an on-site sewage disposal system, the certification section of the application in the form specified in Schedule "A" must be completed.

24. The Subdivision By-law is amended throughout by striking out “Department of Environment” where it appears throughout and substituting “Department of Environment and Labour”.

## MUNICIPALITY OF THE DISTRICT OF LUNENBURG

### POLICY MDL-25

#### A POLCY TO AMEND THE ENGINEERING SPECIFICATIONS FOR PUBLIC HIGHWAYS Effective June 1, 2004

1. This Policy is entitled “A Policy to Amend the Engineering Specifications of the By-law Respecting the Subdivision of Land within the Municipality of the District of Lunenburg”.
2. This policy amends the By-law Respecting the Subdivision of Land within the Municipality of the District of Lunenburg, as follows:
  - a) Clause 14.3 (b) of the Subdivision By-law is amended by:
    - i) striking out subclause (ii) and substituting subclause (ii) as follows:

“(ii) drainage design plans and details in accordance with the requirements of Schedule H, as applicable, and ”; and
    - ii) striking out subclause (iii) and substituting subclause (iii) as follows:

“(iii) road designs, profiles and details in accordance with the requirements of Schedule H”; and
    - iii) striking out subclause (iv)
  - b) Clause 16.2 (16.2.3) (a) is amended by:
    - i) striking out subsclause (ii) and substituting subclause (ii) as follows:

“(ii) drainage design plans in accordance with the requirements of Schedule H, and:”
    - ii) striking out subclause (iii) and substituting subclause (iii) as follows:

“(iii) road designs and profiles in accordance with the submission requirements of Schedule H”
    - iii) striking out subclause (iv)
  - c) The Subdivision By-law is amended by striking out Schedule H and substituting Schedule H as follows:

## SCHEDULE H

### **MUNICIPAL PUBLIC ROAD DESIGN AND CONSTRUCTION STANDARD**

#### **1.0 GENERAL**

The following are the minimum road standards for municipal public roads (i.e. municipal streets and roadways) in the Municipality. In every case, roadway designs will be prepared by a qualified professional engineer licensed to practice in the Province of Nova Scotia. All roadway design drawings and roadway construction will be subject to approval by the Municipal Engineer. No roadway will be considered a municipal public road unless stamped engineered drawings, designed to standard, and related survey plans, are approved, and construction of the roadway is completed in accordance with such approved drawings.

Existing provincial public roadways transferred, by law, from the Province of Nova Scotia to the Municipality, will not be subject to these road standards.

Requirements in excess of the minimum standards may be necessary for certain roadways, subject to the Municipal Engineer's discretion.

Submitted drawings will include:

legal survey plans showing property boundaries, and proposed rights-of-way and easements;

topographic contour drawings, to minimum 2 m (6.56') intervals, within the project area, and to minimum 5 m (16.40') within the contributing drainage area outside the project area;

road and drainage design plans and profile drawings, with preferred metric scales at 1:100 or 1:250 – horizontal, and 1:10 or 1:25 – vertical, with each drawing stamped, signed and dated by the professional engineer responsible for its preparation;

and, all other details of structures, equipment and appurtenances, including manufacturer's and fabricator's shop drawings, and material and equipment test reports, necessary for the Municipal Engineer in his or her sole discretion to properly complete the review of the roadway project design and construction.

Submitted drawings will be clearly drawn and annotated, to scale, and include a title block with appropriate project information and location, and professional engineer and subdivision applicant identification. No drawing sheet in the drawing set will be larger than 1.0 m<sup>2</sup> (ANSI E size).

Drawing sets will be submitted in both paper form and electronic data, with electronic data in either the \*.dwg, \*.dxf or IGES file format, and will be on electronic data media that can be read by Municipality personal computer equipment.

In this Standard, regulatory dimensions or are stated in metric; US customary units are provided for convenience only. The use of metric (Systeme International – S.I.) units in engineering design submissions is preferred, however, use of U.S. customary units is acceptable.

## **2.0 TECHNICAL REFERENCES**

The following technical references are noted in these Standards:

2.1 “Geometric Design Guide for Canadian Roads”, September 1999, latest revision, issued by the Transportation Association of Canada.

2.2 “Uniform Traffic Control Devices for Canada”, March 1994, latest revision, issued by the Transportation Association of Canada.

2.3 “Standard Specifications for Municipal Services”, January 2003, latest revision, issued by the Joint Committee on Contract Documents of the Nova Scotia Road Builders Association and the Nova Scotia Consulting Engineers Association.

2.4 “Nova Scotia Department of Transportation Metric Standard Specification Book”, January 1994, latest revision, issued by the Nova Scotia Department of Transportation and Public Works.

2.5 “Guidelines for Residential Subdivision Street Design”, recommended practice, 1997, Institute of Transportation Engineers.

2.6 “Erosion and Sedimentation Control Handbook for Construction Sites”, 1988, Nova Scotia Department of Environment and Labour.

2.7 “Canadian Highway Bridge Design Code”, CAN/CSA-S6-00, latest revision.

2.8 “Urban Hydrology for Small Watersheds, TR-55”, Technical Release 55, June 1986, United States Department of Agriculture, Natural Resources Conservation Service.

2.9 “Standards for Concrete Pipe”, CAN/CSA-A257-Series-M92, latest revision.

2.10 “Thermoplastic Pressure Piping Compendium”, CAN/CSA-B137-Series-02, latest revision.

2.11 “Corrugated Steel Pipe Products”, CAN/CSA-G401-01, latest revision.

### **3.0 ROAD CLASS DESIGNATION**

Municipal public roads will be designed according to one of the following road design classes:

- low volume rural road (LVR)
- rural local undivided road (RLU)
- rural collector undivided (RCU)

### 3.1 Low Volume Rural Road – LVR

Municipal roads will be classed as low-volume rural roads where the Average Annual Daily Traffic count hereafter referred to as AADT is forecast to be less than 300 vehicles per day, and all traffic has an origin or destination along the roadway length (i.e. no through traffic).

### 3.2 Rural Local Undivided Road – RLU

Municipal roads will be classed as rural local undivided roads where the AADT is forecast to be less than 600 vehicles per day.

### 3.3 Rural Collector Undivided Road – RCU

Municipal roads will be classed as rural collector undivided roads where the AADT exceeds 600 vehicles or more per day. For RCU roads, special design requirements, specific to each case, if any, will be established, by the Municipal Engineer.

### 3.4 Average Annual Daily Traffic Estimation

At the Municipal Engineer's sole discretion, submission of road design trip generation calculations will be required in order to support the AADT forecast necessary to determine road classification. In any case, the Municipal Engineer will determine and approve the road classification.

### 3.5 Design Speed

Unless lower design speeds are specified by the Municipal Engineer, based upon the projected use of the roadway, design speeds for road classes will be as follows:

LVR    50 km/hr

RLU 70 km/hr

RCU 70 km/hr

#### **4.0 ALIGNMENT CONTROLS**

Design controls for horizontal and vertical road alignment will be for the design speeds as per the assigned road class in sub-section 3.5, and will be in accordance with the Geometric Design Guide for Canadian Roads.

##### 4.1 Minimum Stopping Sight Distance

Minimum stopping sight distances will be:

- a) for 50 km/hr design speed 65m (213ft)
- b) for 70 km/hr design speed 110m (360ft)

Engineering plan drawings will indicate the start and end points, and turning radii for all horizontal curves. Engineering profile drawings will indicate the start and end points for all vertical curves, slopes for all changes in direction and the K value for all crest and sag vertical curves.

Both plan and profile drawings will clearly show road length stations.

##### 4.2 Maximum Vertical Gradients

Maximum vertical gradients will be:

for LVR 10%

for RLU & RCU 6%

### 4.3 Intersections with Existing Roads

#### 4.3.1 Horizontal Approach

Roadway intersections with existing municipal roadways will have intersection angles at no less than 70 degrees and no greater than 110 degrees to the existing municipal roadway.

Roadway intersections with existing provincial roadways will be subject to the approval of the Nova Scotia Department of Transportation and Public Works.

#### 4.3.2 Vertical Approach

Roadway gradient adjustments for intersections with existing municipal roadways will be designed in accordance with the Geometric Design Guide for Canadian Roads.

Roadway intersections with existing provincial roadways will be subject to the approval of the Nova Scotia Department of Transportation and Public Works.

### 4.4 Intersections for New Roads

New intersections will be designed in accordance with the Geometric Design Guide for Canadian Roads.

### 4.5 Cul-de-Sac Design

Culs-de-sac will be placed at the end of all dead-end streets. The geometric layout will be, at a minimum, as per attached drawing H – 1.

All culs-de-sac will be constructed to applicable minimum road standards.

#### 4.6 Reserve Road Allowances

As required by this By-law, all subdivisions will provide for a reserve road allowance for future extension of the public road to the boundaries of an adjacent lot or watercourse, at minimum intervals of 400 metres (1,312.34'), as determined to be feasible at the sole discretion of the Municipal Engineer.

#### 4.7 Road and Driveway Layout

Road layout design will optimize use of materials and future maintenance without compromising safety, the surrounding natural environment, or the convenience of access to the properties served by the road network. The Municipal Engineer will review submitted designs and assess the life-cycle economy provided by such designs. Generally, the Municipal Engineer will approve a road layout design that will result in optimal future maintenance costs, and reduced environmental impact. Guidance in road layout design is available through several publications of the Transportation Association of Canada and the Institute of Transportation Engineers, including the technical documents referenced in Section 2 of this Standard.

Residential driveway access design will conform to the recommendations contained in the "Guidelines for Residential Subdivision Street Design". Where the road traffic will consist of a mix of residential, commercial and/or industrial traffic volumes, the Municipal Engineer may, at his or her sole opinion, specify other driveway design requirements.

Driveway locations will be shown on the submitted plan drawings.

## **5.0 CROSS-SECTION CONTROLS**

Cross-section controls refer to the cross-sectional geometry of the roadway. Roadways of LVR and RLU class are, at a minimum, to be gravel-surfaced, minimum two-lane, with open drainage ditches for collection and disposal of storm water. Roadways of RCU class will be surfaced with asphalt concrete, with minimum cross-section controls and drainage systems as determined by the Municipal Engineer at his or her sole discretion.

5.1 Minimum Right-of-Way Width

The minimum right-of-way width for all municipal public roads will be 20 m (65.62'), assuming maximum drainage ditch back slopes can be accommodated. Where the maximum drainage ditch back slopes cannot be accommodated, the right-of-way shall be determined by the Municipal Engineer at his or her sole discretion.

Where a road right-of-way concerned is less than 20 m and the road is a private road subject to a municipal takeover of ownership, the Municipal Engineer may specify special engineering criteria regarding the placement of the road and drainage infrastructure within the confined right-of-way, without requiring widening of the right-of-way to the standard width.

5.2 Minimum Cross-Section Criteria

| Road Class | Roadway width, incl <u>shoulder</u>  | Cut side slope, earth <u>run:rise</u> | Backslope earth, <u>run:rise</u> | Fill side slope earth, <u>run:rise</u> |
|------------|--|---------------------------------------|----------------------------------|--|
| LVR        | 8.60m (28.21')   | 2:1                                   | 1:5:1                            | 2:1                                    |
| RLU        | 9.75m (32.00')   | 3:1                                   | 2:1                              | 3:1                                    |
| RCU        | Minimum criteria to be determined by Municipal Engineer, but at least equal to RLU |                                       |                                  |  |

5.3 Guard Rails

Guard rails will be placed where prudent road safety engineering practice dictates, as determined at the sole discretion of the Municipal Engineer. If guard rails are placed, fill side slopes for RLU and RCU class can be reduced to 2:1. Where guard rails are placed, roadway width is to be increased by a minimum of 0.5m (1'8"), adjacent the guard rail. Guard rail installation will be as per the Nova Scotia Department of Transportation and Public Works Standard Specification Book.

#### 5.4 Rock Slopes

Back slopes in rock are maximum 1:4 for all road classes. Fill side slopes in rock are 1.5:1 with guard rail for all classes. Without guard rail, fill side slopes in rock are the same as for earth fill slopes as per road class.

#### 5.5 Roadway Surface Slope

Generally, the roadway surface is to be crowned in the centre, with a 3% slope towards each drainage ditch, for gravel-surfaced roads, and a 2% slope towards each roadside drainage structure for asphalt concrete surfaced roads. Exceptions can occur where superelevations are required to accommodate turning radii or intersection alignment, or where hydraulic analysis indicates a greater crown slope is required.

#### 5.6 Design for Wide-Turning Vehicles

Where it is expected that wide-turning vehicles (trucks) may be occasionally encountered on the road, adjustments to roadway width, particularly at turns, may be required, in conformance with the Geometric Design Guide for Canadian Roads.

### 5.7 Retaining Walls

Other than undisturbed, or otherwise stable, naturally-occurring rock faces, all exposed vertical cuts of soil in the road right-of-way will be stabilized and prevented from failure by a retaining wall, of sufficient height and strength, where a cut slope conforming to the requirements of Sub-section 5.2 is uneconomic. The design and the construction inspection of retaining walls will be prepared by and directed through a professional engineer, licensed in the province of Nova Scotia, and competent in the field of structural engineering. The design will be subject to the review and approval of the Municipal Engineer, in his or her sole discretion.

## **6.0 ROADBED CONSTRUCTION**

### 6.1 Earthwork, Grubbing, Excavation, Compacted Fills, Retaining Structures

Preparation of road sub-grade and related works will be as per the Standard Specifications for Municipal Services. The Municipal Engineer may request geotechnical test reports regarding the bearing capacity of the in'situ subgrade material, as well as other relevant geotechnical information, at the Engineer's sole discretion.

### 6.2 Base Gravel Course

For LVR and RLU road classes:

A minimum of 200 mm (8") of Nova Scotia Department of Transportation and Public Works Class "E" material will be placed and compacted to approved grade, as per the Standard Specifications for Municipal Services. The material will meet the specification of the Nova Scotia Department of Transportation and Public Works, as per the Standard Specification Book, and will meet the sulphide content limits of the Sulphide-Bearing Material Disposal Regulations of the Nova Scotia Department of Environment and Labour.

For RCU road class:

The minimum base gravel course specification will be determined at the sole discretion of the Municipal Engineer, but in all cases will at least equal that of the LVR and RLU roads classes.

### 6.3 Surface Course

For LVR and RLU road classes:

A minimum of 100 mm (4") of Nova Scotia Department of Transportation and Public Works Class A material will be placed and compacted to approved grade, as per the Standard Specifications for Municipal Services. The material will meet the specification of Nova Scotia Department of Transportation and Public Works, as per the Standard Specification Book and will meet the sulphide content limits of the Sulphide-Bearing Material Disposal Regulations of the Nova Scotia Department of Environment and Labour.

For RCU road class:

The minimum top gravel course specification will be determined at the sole discretion the Municipal Engineer, but in all cases will at least equal that of the LVR and RLU roads classes.

RCU roads will be overlain by an asphalt concrete pavement surface of a minimum thickness of 100 mm (4") of which 63 mm (2.5") will consist of a Type B base course asphalt concrete, and 37 mm (1.5") will consist of a Type C surface course asphalt. Required thicknesses and composition of the asphalt concrete pavement may be greater than minimum as determined at the sole discretion of the Municipal Engineer. Material and construction specification will be as per the Nova Scotia Department of Transportation and Public Works Standard Specification Book, and the Standard Specifications for Municipal Services.

### 6.4 Erosion Control and Prevention

Minimum erosion control and prevention measures will be as per the Standard Specifications for Municipal Services, and the Erosion and Sedimentation Control Handbook for Construction Sites.

## 6.5 Municipal Inspections and Approval of Construction

Municipal inspections will occur, at a minimum, by appointment, i) prior to construction; ii) after clearing and grubbing; iii) during placement of drainage culverts and structures; iv) after placement of base gravel; v) after placement of surface gravel; and, vi) during placement of asphalt concrete pavement (where required).

Municipal inspections are not a substitute for the proponent's on-going quality control of the construction of the roadway. All proponents of roadway development and construction will require continuous, independent quality control inspection of the construction of the proposed works under the direct supervision of a named professional engineer, licensed to practice in the Province of Nova Scotia, and competent in the field of civil engineering.

Municipal Engineer's approval will be given only for construction in accordance with approved plans.

No final approval of the constructed works will be given unless complete record drawings and satisfactory test results have been submitted to and approved by, the Municipal Engineer.

## **7.0 STORM WATER DRAINAGE**

### 7.1 General

All lands serviced by the proposed roadway system will be serviced by a drainage system. Which will consist of such open ditches and closed conduits as required to collect and remove storm water from at least a one in 25 year storm event, for LVR and RLU class roads, and at least a 1 in 100 year storm event for RCU class roads. The Municipal Engineer may specify a greater return period storm event where infrastructure and/or property are at greater risk of damage due to flooding, or due to the critical service nature of the affected infrastructure and/or property. Rainfall intensity curves to be used for specified return periods will be based on the most recent Environment Canada trending data available for Shearwater, Nova Scotia, adjusted for local meteorological conditions.

All ditches and conduits will be placed in the municipal road right-of-way, or a storm utility easement, identified as such in the submitted plans. Storm utility easements are to be a minimum of 9.144m (30'), unless otherwise approved by the Municipal Engineer. In any case, easements must be of sufficient width to permit safe and efficient public works maintenance operations within the easement.

#### 7.2 Nova Scotia Department of Environment and Labour Approval; Other Agency Approvals

Design and construction of all storm water drainage systems will be in compliance with the Storm Drainage Works Approval issued by the Nova Scotia Department of the Environment and Labour. No construction will take place unless such approval is received in compliance with the Activities Designation Regulations of the Nova Scotia Department of Environment and Labour.

Depending on the nature of the works proposed, approvals may also be required from other public agencies and public and private utilities, including, but not limited, to the Nova Scotia Department of Transportation and Public Works, the Nova Scotia Department of Natural Resources, Fisheries and Oceans Canada, the Canadian Coast Guard (Navigable Waters Protection Act section), Nova Scotia Power Inc., Aliant Telecom and other municipal units. The obtention of these approvals is the responsibility of the subdivision applicant. No construction will take place unless all necessary approvals have been received.

#### 7.3 Acceptable Drainage Structures

The type and placement of culverts, conduits and drainage ditches will be clearly shown on all engineering drawings. Acceptable culvert and conduit materials include concrete Class III pipe to CAN/CSA-A257 Series-M92, PVC and HDPE pipe, complete with smooth interior surface and ribbed exterior, to CAN/CSA-B137 Series-02, and corrosion-resistant corrugated metal pipe, to CAN/CSA-G401-01, where same will be placed in soil conditions that will not promote accelerated corrosion. Other culvert and conduit structures are acceptable pending Municipal Engineer's approval of their appropriate structural and hydraulic characteristics, and their life-cycle economic maintenance.

#### 7.4 Structural Design

All culvert and conduit structures will be of sufficient design and strength to resist soil, hydraulic, earthquake, temperature, traffic and other environmental loads reasonably anticipated to be imposed upon them.

Structural design calculations and drawings will be submitted for the Municipal Engineer's approval for all drainage structures spanning in excess of 1.5 m (4.92') at their greatest cross-sectional extent (i.e. distance between supports or maximum distance between structure sidewalls). Such calculations and drawings will be prepared by a professional engineer, licensed in the Province of Nova Scotia, and competent in the field of structural engineering. A geotechnical report regarding the soil conditions in the location of the proposed drainage structure(s) will be submitted upon request of the Municipal Engineer. Such geotechnical report will be prepared by a professional engineer, licensed in the Province of Nova Scotia, and competent in the field of geotechnical engineering.

Drainage structures with a span greater than 2.5 m (8.20') and subject to traffic or pedestrian loading will be designed and constructed in accordance with the Canadian Highway Bridge Design Code, CAN/CSA – S6-00. Such design and construction inspection and supervision, will be prepared by and directed through a professional engineer, licensed in the Province of Nova Scotia, and competent in the field of structural engineering.

#### 7.5 Hydrology and Hydraulic Design

Hydraulic calculations can be based on the Rational Method, where the contributing drainage area for the designed drainage system is estimated to be 40 hectares or less (98.84 acres), or storm water detention is not required. Otherwise, flow calculations must be developed from storm water management modeling using TR-55 hydrologic methods, or another equivalent method recognized in civil engineering practice.

Hydraulic calculations and designs will include complete topographical information regarding structure inverts, crowns, head water and tail water elevations and, where applicable, backwater elevations, throughout the proposed system.

All drainage culverts, conduits and other structures will be constructed with headwalls and tail walls of approved design, and of stable and durable material, including stone, concrete, pressure-treated wood

cribbing, and pre-manufactured plastic and metal assemblies. Where appropriate, security screening at culvert openings may be specified at the sole discretion the Municipal Engineer.

All culverts and drainage structures with a span greater than 1.5 m (4.92') will include bevelled edge entries, smooth inlet transition and smooth interior surface throughout the flow length.

Hydraulic calculations and designs will be prepared by, and the construction inspection of structures directed through, a professional engineer, licensed in the Province of Nova Scotia, and competent in the field of civil engineering.

Hydraulic calculations will be submitted for review and approval by the Municipal Engineer.

#### 7.6 Watercourse Alterations, Detention Pond Design and Storm Water Disposal

All necessary watercourse alteration permits and approvals required from the Nova Scotia Department of the Environment and Labour, and all other relevant agencies and departments, will be obtained prior to construction and presented to the Municipal Engineer.

All detention pond designs will clearly state the pond dimensions, the volume of water retained during the specified return storm period, the minimum freeboard available at the specified return storm period, the location of the outfall, the anticipated flow and impact on the receiving watercourse and the security features of the structure to prevent unauthorized access.

All storm water drainage systems will drain to a public watercourse with flow and water quality in compliance with the approval issued by the Nova Scotia Department of Environment and Labour.

No storm water drainage system will be acceptable to the Municipal Engineer where, in his or her sole opinion the disposal location of collected storm water negatively impacts the receiving environment or can create property damage.

#### 7.7 Construction Methods

Installation of culverts, conduits and ditches, and related appurtenances will be at a minimum as per the Standard Specifications for Municipal Services. Other requirements shall be as determined at the sole discretion of the Municipal Engineer.

## **8.0 ROAD SIGNAGE**

All road signage, signals and markings will be in accordance with the Uniform Traffic Control Devices for Canada manual and the Nova Scotia Traffic Signs Regulations. All road signage will be placed in the right-of-way, subject to approval by the Municipal Engineer. No signage will be placed in the municipal right-of-way without the prior approval of the Municipal Engineer.

### 8.1 Stop Signs

Stop signs will be placed within 5m (16') of all intersections, at the minor leg approaches. Intersections with equal traffic for all approaches may be designated as a four way stop, subject to approval by the Municipal Engineer.

### 8.2 Traffic Signals

If traffic volumes indicate electrified traffic signals are necessary, a traffic signal warrant will be submitted for approval by the Municipal Engineer.

### 8.3 Road Names

All municipal public road names will be approved by Municipal Council prior to final approval being given by the Development Officer.

### 8.4 Road Name Signage

Road name signage will be placed for each road intersection.

## 8.5 Other Road Signage

Other directional, speed rating and cautionary signage will be placed in the right-of-way, as warranted, in the sole discretion of the Municipal Engineer.

Information or advertising signage will be placed in the right-of-way only with the approval of the Municipal Engineer, and only to such specifications, and terms and conditions, as directed.

## 8.6 Signage Material

### 8.6.1 Signs

Signs will be made of plate or extruded anodized aluminum, with high-intensity grade reflective vinyl markings. Signage will be securely fixed to posts.

Street name signs will generally consist of all the letters of the primary street name, with the letters made from 100mm (4") black vinyl marking stock, applied to extruded aluminum plate covered with white, high-intensity grade reflective vinyl material. All letters will be capitalized.

Other highway signage will generally be made from highway sign grade aluminum plate with high-intensity vinyl reflective markings. Minimum size of sign will conform to the Uniform Traffic Control Devices for Canada manual, and the Nova Scotia Traffic Signs Regulations.

### 8.6.2 Posts

Generally, roadside marking posts will be of galvanized, perforated steel, of nominal 51 mm X 51 mm members; including galvanized steel post anchors and sleeves. Posts will be placed a minimum of 600 mm (23.6") in firm ground and in all cases will be designed and constructed to securely hold all signs and signals upright, and resist loading due to wind, snow, temperature and other environmental factors. All sign anchors and fasteners will be of galvanized steel or anodized aluminum.

There will be special structural requirements for sign assemblies that have an exposed sign area of greater than 0.675 m<sup>2</sup> (7.27 ft<sup>2</sup>), with approval of the assembly design and construction subject to approval by the Municipal Engineer.

Annotation for Policy Book

Date of Notice to Council Members of intent  
to consider: January 13, 2004

Date of Passage: February 10, 2004  
Effective Date: June 1, 2004

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

\_\_\_\_\_  
Chief Administrative Officer Date



# 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:** May 26, 2020

**RE:** Clean Energy Financing Program Renewal  
[aka: Property Assessed Clean Energy (PACE)]

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## RECOMMENDATION

Staff recommends that Council enter into another contract with Clean Foundation to administer the Clean Energy Financing for another year.

**That Council enter a 1-year contract with Clean Foundation for the continued delivery of the Clean Energy Financing Program to MODL homeowners.**

## BACKGROUND

The Clean Energy Financing Program (launched on July 12, 2016), which was developed in partnership with 3 other Municipalities, offers financing for energy efficiency and cleaner energy retrofits for residential homeowners. The program enables homeowners to finance, up to \$10,000 in, clean energy upgrades to their home against their property. The low interest (4%) financing is tied to the property and not the individual and is transferrable if the property changes ownership. In addition to the environmental benefits of reducing greenhouse gas emissions and becoming more energy secure the program enables homeowners to reduce their energy costs thus making life in MODL more affordable.

## DISCUSSION

The agreement is the same agreement as last year with the dates changed. The agreement ends March 31, 2021.

### Clean Energy Financing Program Statistics

|  | <b>2016-2017</b> | <b>2017-2018 (May 19/19)</b> | <b>2018-2019 (May 19/19)</b>       | <b>2019-2020 (May 19/20)</b> |
|--|------------------|------------------------------|------------------------------------|------------------------------|
| <b>Registered</b>                                    | 13               | 22                           | 10                                 | 13                           |
| <b>Exited Early</b>                                  | 5                | 5 (2 back on wait list)      | 7 (1 when to Home Warming Program) | 5                            |
| <b>Rejected – Credit Check</b>                       | n/a              | 8                            | -                                  | 1                            |
| <b>Rejected - Other</b>                              | 0                | 2                            | -                                  | 2                            |
| <b>In Progress</b>                                   | -                | 2                            | 3                                  | 4                            |
| <b>Completed Upgrades</b>                            | 8                | 5                            | 0                                  | 1                            |
| <b>Wait list</b>                                     | 32               | 7                            | 10                                 | 2                            |
|  |                  |                              |                                    |                              |
| <b>Average Estimated Payback Period (Years)</b>      | 8.2              | 6.52                         | n/a                                | 4.1                          |
| <b>Average Financing / House</b>                     | \$8,905.91       | \$8,510.60                   | n/a                                | \$5,091.50                   |
| <b>Average Estimated Annual Cost Savings / House</b> | \$1,191.90       | \$1,484.00                   | n/a                                | \$1,050                      |

## BUDGET IMPLICATIONS

The PACE program is included in Council’s 5-year financial plan. The PACE Program By-Law has been designed to be cost neutral, it does not constitute a MODL expenditure funded by the tax rate.

|   | <b>2016-2017</b> | <b>2017-2018</b> | <b>2018-2019</b> | <b>2019-2020</b> |
|---|------------------|------------------|------------------|------------------|
| <b>Financing Budget</b>                   | \$100,000        | \$100,000        | \$100,000        | \$100,000        |
| <b>Total Invoices (with program fees)</b> | \$73,734.32      | \$42,553.02      | \$18,174.93      | \$5,151.50       |
| <b>Repayment Amount</b>                   | \$3,036.71       | \$14,814.68      | 8,440.58         | \$15,817.69      |
| <b>Revenue</b>                            | \$362.90         | \$3,091.01       | 3,700.75         | 5,060.02         |

**CONCLUSION**

To continue the Clean Energy Financing Program Council needs to renew its contract with Clean Foundation.

This **AGREEMENT FOR SERVICES** made the \_\_\_ day of \_\_\_\_\_ 2020

**BETWEEN**

CLEAN NOVA SCOTIA FOUNDATION, a body corporate established pursuant to the *Clean Nova Scotia Foundation Act*, SNS 1988, c 7

(the “**Clean Foundation**”)

- and -

**District of Lunenburg**, a municipality continued pursuant to the *Municipal Government Act*, SNS 1998, c 18

(the “**Municipality**”)

**WHEREAS**

- A. Council for the Municipality had entered into a one year pilot program with Clean Foundation for a Residential Property Assessment Clean Energy (PACE) Program, that concluded on March 31, 2017. Year four of the PACE Program concluded on March 31, 2020;
- B. According to the terms of the RFP/contract for the above noted pilot program, each municipality may, at their sole discretion, negotiate services for future years with Clean Foundation, according to the general terms contained in the RFP/contract and all associated documents thereto;
- C. Council for the Municipality passed a motion to award the administration of the Clean Energy Financing Program to Clean Foundation for a period of 1 year, ending March 31, 2021; which is to be known as Clean Energy Financing (the “**Program**”);
- D. As part of the Program, the Municipality will offer eligible owners of properties within the Municipality financing to enable Eligible Clean Energy Upgrades (as defined below) to be made to qualifying properties;
- E. The objectives of the Agreement include the establishment of an agreement regarding services and payment terms for the Program; and
- F. The Municipality and Clean Foundation have decided to enter into this Agreement to further clarify their respective roles, rights and obligations in relation to the Program and their Agreement and otherwise.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the promises and mutual covenants contained herein, the parties hereto covenant and agree with the others as follows

**ARTICLE 1. INTERPRETATION**

- 1.01 **Definitions** – in this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following words and expressions shall have the following meanings:
- (a) “**Business Day**” means a day other than a Saturday or Sunday or any other day upon which the clerk’s office of the Municipality is not open for the transaction of regular business throughout its normal business hours;
  - (b) “**Eligible Clean Energy Upgrade**” means an installation affixed to a subject property within the Municipality, which:
    - (i) will result in improved energy efficiency, the generation of renewable energy, or reduced greenhouse gas emissions;
    - (ii) involves building envelope upgrades such as caulking and weather stripping, duct / air sealing, insulating, or energy efficient windows and doors; building heating, ventilation and air conditioning system upgrades such as heat pumps, wood or pellet stoves, or furnaces or boilers; renewable energy upgrades such as solar thermal panels, solar photovoltaic panels or wind turbines; or such other clean energy upgrades as are approved and agreed in writing; and
    - (iii) is identified as an eligible upgrade in the Municipality’s PACE Program Eligible Clean Energy Upgrade Standards Policy, and meets or exceeds applicable energy efficiency standards as defined in that policy;
  - (c) “**Maximum Eligible Amount**” means the maximum amount that the Municipality notifies Clean Foundation in writing is eligible for the fiscal year for financing by the Municipality under the Program in respect of each Participant, Property or Clean Energy Upgrade;
    - (i) the maximum total annual financing ceiling is to be determined by the municipality;
    - (ii) Clean Foundation’s responsibility is to ensure that this financing amount is not exceeded through its management of the property owner Customer Agreements; and
    - (iii) Annual financing levels may change from year to year;
  - (d) “**Participant**” means a homeowner that enters into a Customer Agreement with the Municipality to participate in the Program;
  - (e) “**Program**” has the meaning assigned in Recital A above; and

(f) “**Term**” has the meaning assigned in paragraph 9.01 below.

1.02 **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.

1.03 **Calculation of Time** - When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first Business Day following such non-Business Day.

## **ARTICLE 2. SERVICES**

2.01 **Ongoing Services** – During the Term, Clean Foundation shall:

- (a) screen applications from homeowners for eligibility to participate in the Program based on published criteria for the Program, including the absence of any arrears owing to the Municipality by the applicant homeowner;
  - (i) the Municipality may establish additional eligibility requirements whereby certain homeowners may not be eligible in the program;
- (b) arrange for the Customer Agreement to be signed by eligible homeowner applicants and approved and signed by the Municipality and ensure this document is updated whenever there are Program changes;
- (c) provide guidance to Participants about arrangements for home energy assessments and the availability of energy efficiency rebates and any other programs that may provide financial assistance to Participants that are available as of the date of the Participant’s Customer Agreement with the Municipality;
- (d) evaluate the home energy assessment report obtained by each Participant and advise each Participant about which recommendations within the report are Eligible Clean Energy Upgrades that are eligible for financing through the Program;
- (e) arrange and review any necessary supplemental assessments;
- (f) review contractor quotes supplied by Participants to confirm the scope of services is restricted to Eligible Clean Energy Upgrades, and confirm that the cost of the proposed Eligible Clean Energy Upgrade(s) will meet the savings to debt ratio required by the Municipality;
- (g) pay the full amount (including HST), or the Maximum Eligible Amount, whichever is less, of invoices from contractors that are consistent with quotes pre-approved pursuant to paragraph 2.01(f) above, upon receipt of a copy of the

invoice from a Participant and evidence satisfactory to Clean Foundation of substantial completion of the contemplated Eligible Clean Energy Upgrade. Any additional amount above the Maximum Eligible Amount will be the sole responsibility of the homeowner;

- (h) confirm / certify with the Municipality that the home energy upgrade process is complete;
- (i) provide evaluation services for the Program annually; including Participant interviews, and Program data summaries (such as cost and projected energy savings); and
- (j) communicate to Participants the option for a post-installation follow up audit and encourage their participation in an effort to provide post-installation verification.

### **ARTICLE 3. MARKETING**

- 3.01 The parties understand that marketing and promotion is key to participant uptake and a successful program. To support ongoing promotion beyond the pilot year of the Program, Clean Foundation will provide existing on-brand marketing materials in electronic form, for use by the municipalities as they see fit. Clean Foundation will also commit to maintaining and updating the CleanEnergyFinancing.ca website, and responding to public and media inquiries about the Program.
- 3.02 The parties may or may not be able to dedicate funds to marketing. However, the parties will raise awareness of the Program through their general promotional efforts and relevant cross-promotional opportunities. They will also take advantage of other appropriate marketing opportunities as capacity allows.

### **ARTICLE 4. PRICE AND PAYMENT**

- 4.01 **Ongoing Charges** – Throughout the Term, the Municipality shall pay to Clean Foundation all of the following amounts, plus any applicable taxes:
  - (a) \$150 per Customer Agreement signed pursuant to paragraph 2.01(b) above;
  - (b) Applicable fees per home energy assessment, if conducted by Clean Foundation. The home energy assessment fee is currently \$99 for homes of all heating types. This fee structure is subject to change in accordance with current home energy assessment pricing as dictated by Efficiency One;
  - (c) \$200 per savings-to-debt assessment completed pursuant to paragraph 2.01(d) above;
  - (d) \$75 for evaluation of each supplemental assessment contemplated by paragraph 2.01(e) above;

- (e) Reimbursement for contractor invoices paid pursuant to paragraph 2.01(f) above; and
- (f) \$100 per home for processing of contractor invoices.

4.02 Invoicing and payment for services rendered under this Agreement shall proceed as follows:

- (a) On or before the 7<sup>th</sup> Business Day following the end of each calendar month during the Term, Clean Foundation shall deliver an invoice to the Municipality for all administrative fees due pursuant to section 4.01 above in respect of the preceding calendar month during the Term;
- (b) On a weekly basis Clean Foundation shall deliver an invoice to the Municipality for contractor payments due pursuant to section 4.01 above; and
- (c) The Municipality shall pay the full amount of each invoice delivered by Clean Foundation within 30 days of the invoice date.

#### **ARTICLE 5. RISK MITIGATION**

5.01 Commercial Liability and Automobile Insurance

- (a) Clean Foundation shall, at its sole cost and expense, procure, maintain, pay for and keep in full force and effect for the entire duration of the project, Commercial General Liability Insurance against claims for bodily injury including death, personal injury and property damage including loss of use thereof. Prior to the commencement of any work, Clean Foundation shall provide a Certificate of Insurance to the Municipality evidencing commercial general liability in the minimum amount of \$2,000,000 naming the Municipality as additional insured and shall include cross liability and severability of interest clauses. The per occurrence deductible shall not exceed \$2,500, or in the case of a per claimant deductible, the deductible amount shall not exceed \$1,000. The certificate will also name the facilities/projects subject to this agreement and contain a 30 day notice period of cancellation or material change detrimental to the Municipality.
- (b) Coverage for all operations and liability assumed under the contract shall include but not be limited to the following:
  - (i) Products & Completed Operations
  - (ii) Blanket Contractual
  - (iii) Pollution for a Hostile Fire
  - (iv) Broad Form Property Damage
  - (v) Employees as Additional Insured's

- (vi) Contingent Employer's Liability
  - (vii) Non Owned Automobile Liability
  - (viii) Written on an occurrence form
- (c) Clean Foundation shall also provide the Municipality with a certificate of insurance evidencing vehicle insurance with minimum limits of \$2,000,000 for third party liability on all owned and operated vehicles.
  - (d) Clean Foundation shall take out and keep in force Professional Liability (Errors and Omissions) insurance in the amount of \$1,000,000 minimum providing coverage for acts, errors and omission arising from their professional services performed under this Tender. The policy SIR/deductible shall not exceed \$5,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Nova Scotia and acceptable to the Municipality. If policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Municipality. A certificate of insurance evidencing renewal is to be provided each and every year.
  - (e) The insurance coverage must be maintained in force throughout the term of the agreement, and, if applicable, any renewal after, with evidence by way of a certificate of insurance provided to the Municipality yearly 10 days prior to the expiry of the insurance coverage. It is the responsibility of Clean Foundation to have this information provided to the Municipality.

#### 5.02 Workplace Safety and Insurance Board

- (a) Clean Foundation shall provide the Municipality with a current WCB Clearance Letter. It is Clean Foundation's responsibility to provide current clearance letters to the Municipality for the duration of the Project or contract term.
- (b) Clean Foundation shall be fully responsible for ensuring contractors have workers' compensation insurance in place covering their own employees and general commercial liability insurance coverage with a limit of not less than \$2,000,000 per occurrence. Clean Foundation shall obtain proof that such insurance is in place. The proof may take the form of an insurance certificate, issued by the contractor's Broker or Insurer

#### 5.03 Indemnity:

- (a) Clean Foundation (the "indemnifying party"), shall indemnify, defend and hold harmless the Municipality and its subsidiaries, affiliates, employees, and successors and assigns from and against, and in respect of, any and all actions, claims, suits, judgments, damages, liabilities, losses, penalties, costs and expenses

(including, without limitation, legal fees and disbursements) of every kind whatsoever (collectively, “Damages”) arising in any manner out of or from, or in connection with, any actual or alleged (i) patent, copyright, or trademark infringement, or violation of any other proprietary right, arising out of the use of the indemnifying party’s brand and logos; (ii) breach by the indemnifying party of any term or provision of this Agreement; (iii) personal injury, wrongful death or property damage arising out of or relating to any products or any services provided by the indemnifying party pursuant hereto; and (iv) wrongful or negligent acts or omissions by the indemnifying party and its officers, directors, employees, and agents. This indemnification shall survive the expiry and/or termination of this Agreement.

#### **ARTICLE 6. CONFIDENTIALITY AND PROTECTION OF PRIVACY**

- 6.01 Providing this service involves the collection, use and disclosure of some personal information about Participants, in order to protect this personal information:
- (a) The purpose(s) for collecting personal information will be expressly communicated, either orally or in writing, at the time of collection or before the information is collected. The use of personal information collected will be limited to the purposes communicated to the Participant;
  - (b) Participant information will only be disclosed where necessary to fulfill the purposes identified at the time of collection. Clean Foundation will not use or disclose Participant, member or volunteer personal information for any additional purpose unless we obtain consent to do so;
  - (c) Participant lists or personal information will not be sold to or shared with other parties;
  - (d) Personal information provided will be kept no longer than is necessary to retain the information for legal or business purposes; and
  - (e) Participants may access their personal information, subject to the exceptions listed in PIPEDA, or request a correction of their personal information.
  - (f) Clean Foundation will adhere to the Municipality’s policy on records management, retention, and destruction.

#### **ARTICLE 7. PACE PROGRAM BY-LAW**

- 7.01 The service provided will adhere to the legal framework and regulatory requirements set out by the Municipality’s By-Law as well as by any provincial and national legislation and regulations that may relate to it.

### **ARTICLE 8. COVENANTS OF THE MUNICIPALITY**

- 8.01 The Municipality shall follow the process recommended by Clean Foundation pursuant to section 2.01 above in the administration of the Program during the Term.
- 8.02 The Municipality agrees that Clean Foundation will retain intellectual property rights to any materials created by Clean Foundation for The Program, and therefore covenants not to disclose, use or permit the use of those materials by any other party after the Term of this Agreement without the prior express written consent of Clean Foundation.

### **ARTICLE 9. TERM AND TERMINATION**

- 9.01 Clean Foundation may arrange for Customer Agreements to be signed until the close of business on March 31, 2021. Each day between the date of this Agreement and that day shall be part of the “**Term**” of this Agreement. If the parties agree to renew or extend the Term of this Agreement, then each day between March 31, 2021 and the expiration date that may be agreed upon from time to time shall also be part of the “**Term**” of this Agreement.
- 9.02 The parties acknowledge that Customer Agreements between eligible homeowner applicants and the Municipality may not be fully performed prior to the end of the Term. If Clean Foundation incurs costs or provides services after the Term, which relate to a Customer Agreement entered into during the Term, then the Municipality agrees to honour the payment terms set out in sections 4.01 and 4.02 above in relation to those contracts, even after the expiration of the Term.

### **ARTICLE 10. GENERAL PROVISIONS**

- 10.01 **Amendment** - This Agreement may not be amended or modified in any respect except by a written agreement signed by the parties.
- 10.02 **Waiver** - No waiver by any party of any breach of any provision of this Agreement by any of the other parties shall take effect or be binding upon that party unless in writing and signed by such party. Unless otherwise provided therein, such waiver shall not limit or affect the right of the party not in default with respect to any other breach.
- 10.03 **Severability** - If any article, section or any portion of any section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this Agreement.
- 10.04 **Enurement** - This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.
- 10.05 **Execution by Counterpart** - This Agreement may be executed by any person who is from time to time to become a party hereto by signing a counterpart hereof, each of

which counterpart so executed shall be deemed to be an original and such counterparts together shall constitute a single instrument.

**IN WITNESS WHEREOF** the parties have properly executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of:

**CLEAN NOVA SCOTIA FOUNDATION**

\_\_\_\_\_  
Witness:

Per: \_\_\_\_\_  
Scott Skinner, Chief Executive Officer

**DISTRICT OF LUNENBURG**

\_\_\_\_\_  
Witness:

Per: \_\_\_\_\_  
Carolyn Bolivar-Getson, Mayor

\_\_\_\_\_  
Witness:

Per: \_\_\_\_\_  
Sherry Conrad, Municipal Clerk



# MUNICIPALITY OF THE DISTRICT OF LUNENBURG

## REQUEST FOR DECISION

**REPORT TO:** Mayor Bolivar-Getson and Councilor  
**SUBMITTED BY:** Sherry Conrad, Municipal Clerk  
**DATE:** May 26, 2020  
**RE:** Amended List of Electors and Deposit Fee for  
2020 Municipal & CSAP Election  
**ORIGIN:** Election Staff

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### RECOMMENDATION:

**“That Municipal Council approves Friday, August 21, 2020 as the final date for completion of the amended list of electors and approves \$200.00 as the deposit fee for filing of nomination papers for the 2020 Municipal and CSAP Election.”**

### BACKGROUND

**Final Date** – Election staff are recommending that the date for the completion of the amended list of electors to be set at Friday, August 21, 2020.

Staff feels that this date will provide them with enough time to print the amended list of voters for each district and have them ready for candidates when they begin filing their nomination papers on Thursday, August 27, 2020.

**Candidate Deposit Fee** - The Municipal *Elections Act* sets the nomination deposit for candidates at \$200 but allows councils the option to set a lesser amount through the creation of a by-law. Past practice has been not to create a by-law and leave the amount at \$200.00 as specified in the *Act*.

Upon completion of the election, candidates may receive all or a partial amount of their deposit back depending on meeting the criteria set out in the *Elections Act* (i.e. removal of signs, affidavit signed, list returned, % of votes received, etc.).

|                     |                       |                    |
|---------------------|-----------------------|--------------------|
| Department:         | <u>Administration</u> |                    |
| Report Prepared By: | <u>Sherry Conrad</u>  | Date: May 11, 2020 |
| Report Approved By: | <u>Alex Dumaresq</u>  | Date: May 20, 2020 |
| Reviewed By CAO:    | <u>Tom MacEwan</u>    | Date: May 20, 2020 |



# Municipality of the District of Lunenburg

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## REQUEST FOR DECISION

**REPORT TO:** Mayor Bolivar-Getson and Municipal Council

**SUBMITTED BY:** Sherry Conrad, Municipal Clerk

**DATE:** May 20, 2020

**RE:** 2020 Municipal & CSAP Election – Election Methods and Alternative Voting Dates

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### RECOMMENDATION

**“that the Municipality of the District of Lunenburg authorize the use of alternative voting, being the use of a telephone and a personal computing device (internet) as the only method of voting to be used during alternative polling days, including during the advance polls; and that paper ballot be used as the only method of voting on ordinary polling day; and further, that the dates for alternative voting commence on Thursday, October 8, 2020 at 8:00 a.m. and run continuously through to Wednesday, October 14, 2020 at 7:00 p.m.”**

### EXECUTIVE SUMMARY

In order to proceed with the planning of the 2020 Municipal & CSAP Election, staff requires direction from Council regarding the method of voting and the dates for the advance polling period.

### BACKGROUND

Section 146(A) of the *Municipal Elections Act (MEA)* allows councils to select the method and system of voting for municipal and school board elections and subsection 146(A)(1) allows council to authorize voters, by by-law, to vote by mail, electronically or by another voting method.

Council adopted a by-law for the 2016 Municipal and School Board Election utilizing the alternative voting method known as telephone and internet voting for the advance vote.

The 2016 Election advance voting period was for 8 days commencing on Thursday October 6<sup>th</sup> to Thursday, October 13<sup>th</sup>.

## DISCUSSION

Council’s goal for introducing electronic voting was to ensure greater accessibility for all voters to exercise their individual and democratic right to vote. We heard from many citizens that they appreciated the increased accessibility of telephone and internet voting.

| Election Year | # of Electors on Final List | # of Electors voted in Advance Poll | # of Electors who voted on Election Day | # of Electors who Voted | % of Voter Turnout |
|---------------|-----------------------------|-------------------------------------|---|-------------------------|--------------------|
| 2012          | 17,483                      | 825                                 | 6,631                                   | 7,456                   | 43%                |
| 2016          | 20,652                      | 4,096                               | 4,353                                   | 8,449                   | 40.9%              |

It is important to note that the total number of voters increased over the 2012 election, however, because of the increase in the total number of electors on the list, the voter turnout percentage did not increase from 2012.

Staff is recommending that Council continue with its goal to ensure greater accessibility for all voters by authorizing alternative voting methods only for the alternative polling days and for the advance polls and paper ballot only for ordinary polling day for the 2020 Municipal and CSAP Election. As well, it is probably more important this year to provide alternative voting methods to individuals that are hesitant or who do not feel safe, because of the coronavirus pandemic, to participant in activities that have the potential for public crowds to gather.

Staff recognizes Council’s desire to have increased participation and voter turnout for its elections. With a Communications Officer on staff for this election, an election awareness campaign will be undertaken to make municipal residents aware of the upcoming election, the importance of their participation in same and the importance of voting.

Following is an overview of the alternative voting methods used by Nova Scotia municipalities in the 2016 election:

- 23 municipalities used alternative voting methods
- 5 used e-voting only for the Advance Vote and Election Day
- 9 used paper and e-voting for the Advance Vote and Election Day
- 2 used paper and e-voting for the Advance Vote and only paper for Election Day
- 7 used only e-voting for the Advance Vote and only paper for Election Day

Staff is not recommending that Council do alternative voting and paper ballot on Ordinary Polling Day. When an elector votes using the telephone or internet, their name is marked off the electronic voters list. The DRO would need access to an updated list

of electors who have voted when the elector comes to the polling station to vote by paper to verify that they have not already voted and to mark them off the electronic list. Each polling station would need to be equipped with fast internet and a computer.

The Association of Municipal Administrators (AMANS) worked with Halifax Regional Municipality (HRM) to organize the bulk purchase of e-voting services for the 2016 Municipal and School Board Elections. This procurement service is being offered once again for this election. HRM is leading the project and awarded the Standing Offer for Integrated Voting Services HRM-19-336 to Intelivote Systems Inc. Intelivote is the company that was engaged by MODL to provide telephone and internet voting services for the 2016 election. Staff have initiated contact with Intelivote to review the telephone and internet voting services they are providing for the 2020 Municipal and CSAP Election and obtain pricing for same.

The *MEA* requires two Advance Polling Days, one being Tuesday, the fourth day before Ordinary Polling Day and one other day fixed by Council which is either Thursday, the ninth day before Ordinary Polling Day or Saturday, the seventh day before Ordinary Poll Day. Regarding alternative voting, subsection 146(A)(3)(cc) of the *MEA* allows for additional hours and dates for voting at an advance poll, including permitting voting twenty-four hours per day over a period of days.

Staff is recommending that the alternative polling dates be set from Thursday, October 8, 2020 at 8:00 a.m. to Wednesday, October 14, 2020 at 7:00 p.m. This takes in the two advance poll days being October 8<sup>th</sup> and October 13<sup>th</sup>. Closing the alternative voting on Wednesday, October 14<sup>th</sup> allows time for staff to prepare the list of electors for Ordinary Polling Day.

It is staff's intention to have a computer set up during Alternative Polling Days to allow electors who do not have a computer or internet service and want to vote electronically during the Alternative Polling Days. Electors who do not have access to internet have the option to vote by telephone during the Alternative Polling Days.

## **BUDGET IMPLICATIONS**

The 2020 Election Budget includes an estimate of \$49,000 for Electronic Voting; \$22,700 for wages for DROs and Poll Clerks for Ordinary Polling Day; and \$9,200 for hall rentals for Ordinary Polling Day.

Minister Porter's letter regarding moving forward with the election indicated that "health restrictions had to be adhered to" which means there will be additional costs for setting up polling stations with the equipment, procedures and supplies necessary to meet the restrictions. These costs were not incorporated into the budget.

If Council were to include paper voting for the Advance Polls, two Advance Polls would be required which would mean hiring DROs and Poll Clerks to work the polling days and hall rentals. As well, additional ballots would need to be prepared.

## **STRATEGIC PLAN**

2020 Municipal & CSAP Elections are scheduled to be held on Saturday, October 17, 2020.

## **WORK PLAN**

Already in work plan.

## **ALTERNATIVES**

1. Do alternative voting only for the 2020 Municipal & CSAP Election.
2. Do not do alternative voting for the 2020 Municipal & CSAP Election.
3. Do paper ballot for the Advance Polling Days in addition to alternative voting.

## **CONCLUSION**

Alternative voting methods allow for increased voting accessibility to all electors (especially for those that are hesitant to participate where there is the potential for public gatherings), greater secrecy for electors with disabilities because they can vote unassisted, and allows electors to vote anywhere at any time during the alternative polling day.

Department: Administration

Report Prepared By: Sherry Conrad, Clerk

Date: May 20, 2020

Report Approved By: Alex Dumaresq, Deputy CAO

Date: May 20, 2020

Reviewed By CAO: Tom MacEwan, CAO

Date: May 20, 2020



# Municipality of the District of Lunenburg

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## REQUEST FOR DECISION

**REPORT TO:** Mayor Bolivar-Getson and Councillors

**SUBMITTED BY:** Sherry Conrad, Municipal Clerk

**DATE:** April 27, 2020

**RE:** **Repeal of Electronic Voting By-law and Replacing it with a By-law Respecting Alternative Voting**

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### RECOMMENDATION

**“that Municipal Council give Notice of its Intention to Repeal the existing Electronic Voting By-law that was adopted by Council on May 24, 2016 and replace it with A By-law Respecting Alternative Voting and conducts First Reading of same; and further, that it gives notice of Second Reading to consider the repeal of the “Electronic Voting By-law” and approval and adoption of A By-law Respecting Alternative Voting”.**

### EXECUTIVE SUMMARY

The Electronic Voting By-law, adopted by Council on May 24, 2016, specifies in the by-law, the dates set by Council for the advance vote for the 2016 Municipal and School Board Election. This By-law needs to be amended or repealed and replaced to allow for wording that does not specifically list the dates for the alternative polling days but allows for the alternative polling days to be set by a resolution of Council for each election.

Staff is recommending that the current By-law be repealed and replaced with the draft “A By-law Respecting Alternative Voting.

### BACKGROUND

The Electronic Voting By-law was prepared to allow for electronic voting for the 2016 Municipal Election in a format that was used by a number of municipalities at that time. Since that time, a more in-depth by-law has been suggested as a template. As the By-law needs to be updated to reflect alternative voting for the current and future elections,

a new by-law was drafted, using the suggested template and review of other alternative voting by-laws adopted by other municipalities.

## **DISCUSSION**

The draft “By-law Respecting Alternative Voting” outlines, in more detail, the methods for alternative voting, the process and regulations for alternative voting, allows for Council to set the Alternative Voting Polling Days by resolution for each election, and sets the offences and penalties for violating this By-law. The offences and penalties would still be enforceable under the *Municipal Elections Act* if they were not included in the By-law, however, having them right in the By-law is preferable.

## **BUDGET IMPLICATIONS**

None

## **STRATEGIC PLAN**

N/A

## **WORK PLAN**

Needs to be completed.

## **ALTERNATIVES**

Make changes to the proposed new by-law and bring back to the next Council meeting for review and First Reading.

## **CONCLUSION**

As the current Electronic Voting By-law needs to be amended and does not detail the alternative voting process, staff is recommending the repeal of the current Electronic Voting By-law and adopting the new “A By-law Respecting Alternative Voting”.

Department: Administration

Report Prepared By: Sherry Conrad, Municipal Clerk

Date: April 27, 2020

Report Approved By: Alex Dumaresq, Deputy CAO

Date: May 20, 2020

Reviewed By CAO: Tom MacEwan, CAO

Date: May 20, 2020

**MUNICIPALITY OF THE DISTRICT OF LUNENBURG  
BY-LAW  
ELECTRONIC VOTING**

**A BY-LAW TO AUTHORIZE THE VOTING BY TELEPHONE AND INTERNET FOR THE 2016 MUNICIPAL ELECTIONS**

**WHEREAS** Subsection 146A (1) of the *Municipal Elections Act*, 1989 R.S.N.S. c300, as amended, states that the Council of a local municipality may pass by-laws to authorize voters to vote by mail, electronically or by another voting method; and

**WHEREAS** Subsection 146 (3) (ca) of the *Municipal Elections Act*, states that the Council of a local municipality may pass by-laws to authorize electors to use an alternative voting method, such as voting by Telephone, via the Internet, or by any other electronic means, including a combination of different electronic means that does not require electors to attend at a voting place in order to vote; and

**WHEREAS** The Council of the Municipality of the District of Lunenburg wishes to adopt the process of voting by Telephone/Internet to ensure greater accessibility for all voters to exercise their individual and democratic right to vote;

**NOW, THEREFORE, THE MUNICIPALITY OF THE DISTRICT OF LUNENBURG, BY ITS COUNCIL, HEREBY ENACTS AS FOLLOWS:**

1. That the Municipal Election process for the October 2016 elections utilize the alternative voting method known as "Voting by Telephone/Internet" for the advance vote.
2. That the advance vote be done by voting by telephone and internet, and shall be for a term of eight (8) days, commencing on Thursday, October 6, 2016 at 8:00 a.m. (Daylight Savings Time) and that the voting period be terminated on Thursday, October 13, 2016, at 7:00 p.m. (Daylight Savings Time).
3. That for clarity, telephone and internet voting will close on Thursday, October 13, 2016 at 7:00 p.m. (Daylight Savings Time), but that the traditional method paper ballots only will be available during Regular Polling Day on October 15, 2016 from 8:00 a.m. to 7:00 p.m. (Daylight Savings Time).
4. That the Mayor and the Clerk be authorized to execute all and any documents to give effect to these presents.

### Annotation for Official By-law Book

|  |                 |
|--|-----------------|
| Date of First Reading                                  | April 26, 2016  |
| Date of Advertisement of Notice of Intent to Consider  | May 4 & 5, 2016 |
| Date of Second Reading                                 | May 24, 2016    |
| Date of Advertisement of Passage of By-law*            | June 9, 2016    |
| Date of mailing to Minister a certified copy of By-law | June 9, 2016    |

I certify that this *Electronic Voting By-law* was adopted by Council and published as indicated above.

  
 \_\_\_\_\_  
 Sherry Conrad, Municipal Clerk

June 9, 2016  
 \_\_\_\_\_  
 Date

\* Effective Date of the by-law unless otherwise specified in the text of the By-law.

# THE MUNICIPALITY OF THE DISTRICT OF LUNENBURG

## A BY-LAW RESPECTING ALTERNATIVE VOTING

**BE IT ENACTED** by the Council of the Municipality of the District of Lunenburg, under the authority of Section 146A of the *Municipal Elections Act*, 1989 R.S.N.S. c. 300, as amended, as follows:

### Short Title

1. This By-law shall be known as A By-law Respecting Alternative Voting and may be cited as the “Alternative Voting By-law”.

### Definitions

2. In this by-law:
  - (a) “Act” means the *Municipal Elections Act*, 1989 R.S.N.S. c. 300, as amended;
  - (b) “advance poll” means:
    - (i) the Tuesday immediately preceding ordinary polling day; and
    - (ii) one other day fixed by the Council by resolution that is either Thursday, the ninth day before ordinary polling day or Saturday, the seventh day before ordinary polling day;
  - (c) “alternative polling days” means any hours and dates fixed by a resolution of Council for alternative voting;
  - (d) “alternative voting” means voting by telephone or via the internet and includes a combination of telephone and internet voting;
  - (e) “ballot box” means a computer database in the system where cast internet ballots and telephone ballots are put;
  - (f) “candidate” means a person who has been nominated as a candidate pursuant to the Act;
  - (g) “Council” means the Council of the Municipality of the District of Lunenburg;
  - (h) “Education Act” means the *Education Act*, 1995-1996 S.N.S. c. 1, as amended;
  - (i) “election” means an election held pursuant to the Act, including a school board election, a special election and a plebiscite;
  - (j) “Election Officer” means an election official under the Act;
  - (k) “elector” means a person:
    - (i) qualified to vote pursuant to the Act and the *Education Act*; and
    - (ii) entitled to vote on advance polling days for an election pursuant to section 9 of this By-law, or entitled to vote on the ordinary polling day;

- (l) “final list of electors” means the final list of electors completed pursuant to Section 115 of the Act;
- (m) “friend voter” means a friend who votes for an elector pursuant to section 11 of this By- law;
- (n) “internet ballot” means an image of a ballot on a computer screen including all the choices available to an elector and the spaces in which an elector marks a vote;
- (o) “municipality” means the Municipality of the District of Lunenburg;
- (p) “normal business hours” means the time between 8:30 am and 4:30 pm Monday through to and including Friday;
- (q) “ordinary polling day” means the third Saturday in October in a regular election year and in the case of any other election means the Saturday fixed for the election;
- (r) “PIN” means the Personal Identification Number issued to:
  - (i) an elector for alternative voting on alternative polling days; or
  - (ii) to a System Elections Officer;
- (s) “plebiscite” means a plebiscite directed to be held by the Council pursuant to section 56 of the *Act*;
- (t) “proxy voter” means an elector who votes by a proxy pursuant to the Act;
- (u) “regular election year” means 2012 and every fourth year thereafter;
- (v) “rejected ballot” means an internet ballot or telephone ballot that has not been marked for any candidate;
- (w) “Returning Officer” means a Returning Officer appointed pursuant to the Act;
- (x) “revised list of electors” means the list of electors that is compiled after all the revisions have been made to the preliminary list of electors and shall be the list of electors to be used for voting”
- (y) “seal” means to secure the ballot box and prevent internet and telephone ballots from being cast;
- (z) “special election” means a special election held pursuant to the Act, including a special election for a vacancy on a school board;
- (aa) “spoiled ballot” means an internet ballot or telephone ballot that is accepted by the elector that:
  - (i) is not marked for any candidate in a race; or
  - (ii) is marked by an elector indicating a refusal to cast a vote for any candidate in a race;
- (bb) “system” means the technology, including software, that:
  - (i) records and counts votes; and

- (ii) processes and stores the results of alternative voting during alternative polling days and on the ordinary polling day;
- (cc) “System Elections Officer” means:
  - (i) a person who maintains, monitors, or audits the system; and
  - (ii) a person who has access to the system beyond the access necessary to vote by alternative voting;
- (dd) “telephone ballot” means:
  - (i) an audio set of instructions which describes the voting choices available to an elector; and
  - (ii) the marking of a selection by an elector by depressing the number on a touch tone keypad.

### **Alternative Voting Permitted**

- 3. Subject to this By-law, alternative voting shall be permitted on alternative polling days.
- 4. The Municipality may elect to use alternative voting on the ordinary polling day and/or advanced polling days and/or make available the equipment to use alternative voting at any poll.
- 5. Not fewer than 60 days before the ordinary polling day, the Returning Officer is directed to establish procedures and forms for the conduct of voting in accordance with the By-law and to provide a copy of the procedures and forms to each candidate for election.

### **Notification of Electors**

- 6. (1) The Returning Officer shall cause notice of alternative polling days to be published in a newspaper circulating in the Municipality.
  - (2) The notice of alternative polling days shall:
    - (a) identify the alternative polling days for alternative voting; and
    - (b) inform the elector that telephone voting and internet voting is permitted during alternative polling days.
  - (3) The notice may include any other information the Returning Officer deems necessary.

### **Form of Telephone and Internet Ballots**

- 7. (1) A telephone ballot and internet ballot shall:
  - (a) identify by the title “Election for Mayor” or “Election for Councillor” or “Election for School Board Member”, as the case may be;
  - (b) identify the names or names by which they are commonly known of the candidates with given names followed by surnames, arranged alphabetically in order of their surnames and, where necessary, their given names; and
  - (c) warn the elector to “vote for one candidate only” or “vote for not more than (the number of candidates to be elected) candidates”, as the case may be.

(2) No title, honour, decoration or degree shall be included with a candidate's name on an internet ballot or telephone ballot.

### **Oath**

8. Any oath that is authorized or required shall be made in the form required by the Act.

### **Electors**

9. No person shall vote by alternative voting unless:
- (a) the person's name appears on the revised list of electors on the date chosen by Council for the revised list of electors to be completed pursuant to section 50A of the Act; or
  - (b) the person's name does not appear on the revised list of electors and:
    - (i) the person appears before the Returning Officer or the Deputy Returning Officer during normal business hours during alternative polling days; and
    - (ii) the person swears an oath in the prescribed form to the Act.

### **Proxy Voting**

10. A proxy voter shall not vote for an elector by alternative voting.

### **Friend Voting**

11. (1) A friend voter shall only vote for an elector by alternative voting if:
- (a) an elector is unable to vote because :
    - (i) the elector is blind;
    - (ii) the elector cannot read; or
    - (iii) the elector has a physical disability that prevents them from voting by alternative voting.
  - (b) the elector and the friend appear, in person, before the Returning Officer or the Deputy Returning Officer and take the prescribed oaths.
- (2) A candidate shall not act as a friend voter unless the elector is a child, grandchild, brother, sister, parent, grandparent, or spouse of the candidate.
- (3) The elector shall take an oath in the prescribed form to the Act providing they are incapable of voting without assistance.
- (4) The friend of the elector shall take an oath in the prescribed form to the Act that:
- (a) the friend has not previously acted as a friend for any other elector in the election other than an elector who is a child, grandchild, brother, sister, parent, grandparent, or spouse of the friend of the elector;
  - (b) the friend will mark the ballot as requested by the elector; and
  - (c) the friend will keep secret the choice of the elector.
- (5) The Returning Officer shall enter in the poll book:
- (a) the reason why the elector is unable to vote;
  - (b) the name of the friend; and
  - (c) the fact that the oaths were taken.

## **Voting**

12. The system shall put internet ballots and telephone ballots cast by an elector in the ballot box.

## **Seal**

13. (1) At the close of the alternative polling days, the system shall seal the ballot box until after the close of the poll on ordinary polling day.

(2) The system shall seal the ballot box even where fewer than ten persons from any polling district voted for a candidate during alternative polling days.

## **List of persons who voted**

14. At the close of the alternative polling days, the system shall:

- (a) generate a list of all electors who voted by alternative voting; and
- (b) on the revised list of electors cause a line to be drawn through the name of all the electors who voted during alternative polling days.

15. A printed and electronic copy of the lists under section 14 shall be delivered to the Returning Officer within 24 hours of the close of alternative voting.

16. Where alternative voting closes at the close of the polls on ordinary polling day, the system shall generate a list of all electors who voted by alternative voting.

## **Counting**

17. (1) At the close of ordinary polling day, the system shall generate a count of the telephone ballots and internet ballots in the ballot box that were cast for each candidate during alternative polling days.

(2) In counting the votes that were cast for each candidate during alternative polling days, the system shall not count rejected ballots.

## **Tallying of Spoiled Ballots**

18. At the close of ordinary polling day, the system shall tally the number of spoiled ballots that were cast during alternative polling days and the tally shall be delivered to the Returning Officer.

## **Recount by System**

19. In the event of a recount, the system shall regenerate the election count and a printed copy of the regenerated count shall be given to the Returning Officer.

20. If the initial count and the regenerated count match, the regenerated count shall be the final count of the votes cast by alternative voting.

21. (1) If the regenerated count and the initial count do not match, the Returning Officer shall:

- (a) direct one final count be regenerated by the system of the votes cast by alternative voting, and
- (b) attend while the final count is being regenerated.

(2) The regenerated final count pursuant to subsection (1) shall be the final count of the votes cast by alternative voting.

### **Recount by Court**

22. (1) For a recount, the judge shall only consider the final count by the system, as determined by section 20 or 21, of the total number of votes that were cast by alternative voting for each candidate.

(2) The final count by the system, as determined by section 20 or 21, of the total number of votes that were cast by alternative voting for each candidate shall be added to the judge's count of the number of votes for each candidate cast by non-alternative voting.

### **Secrecy**

23. An Election Officer and System Election Officer shall maintain and aid in maintaining the secrecy of the voting.

24. Every person in attendance at a polling station, or at the counting of the votes, shall maintain and aid in maintaining the secrecy of the voting.

### **Other Methods of Voting**

25. If voting via the Internet through the unsupervised use of a personal computing device is permitted during an election, voting shall be permitted by some other means on each advance polling day and on ordinary polling day.

### **Appointment of Auditor**

26. (1) The Returning Officer may appoint a System Elections Officer for the purpose of auditing and monitoring the performance of the system of voting.

(2) A System Elections Officer so appointed shall carry out the duties of auditor as outlined in the procedures and forms for the conduct of voting pursuant to Section 146A(3)(cd) of the Act.

(3) Before carrying out the duties outlined in the procedures and forms document, the System Elections Officer shall swear an oath in the form prescribed by the regulations.

### **Severability**

27. If a court of competent jurisdiction should declare any section or part of a section of this By-law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the By-law and it is hereby declared that the remainder of the By-law shall be valid and shall remain in force.

### **Prohibitions**

28. No person shall:

- (a) use another person's PIN to vote or access the system unless the person is a friend voter;
- (b) take, seize, or deprive an elector of their PIN; or
- (c) sell, gift, transfer, assign or purchase a PIN.

29. No person shall:

- (a) interfere or attempt to interfere with an elector who is casting an internet ballot or telephone ballot;

- (b) interfere or attempt to interfere with alternative voting; or
- (c) attempt to ascertain the name of the candidate for whom an elector is about to vote or has voted.

30. No person shall, at any time, communicate or attempt to communicate any information relating to the candidate for whom an elector has voted.

### **Offences and Penalty**

31. (1) A person who:

- (a) violates any provision of this By-law; or
- (b) permits anything to be done in violation of any provision of this By-law; is guilty of an offence.

(2) A person who contravenes subsection (1) of this section is guilty of an offence and is liable, on summary conviction, to a penalty of not less than five thousand (\$5,000) dollars and not more than ten thousand (\$10,000) dollars and in default of payment, to imprisonment for a term of two years less a day, or both.

- (3) In determining a penalty under subsection (2), a judge shall take into account:
- (a) the number of votes attempted to be interfered with;
  - (b) the number of votes interfered with; and
  - (c) any potential interference with the outcome of an election.

(4) Pursuant to section 146A(8) & (9) of the Act:

- (a) *The Remission of Penalties Act, 1989 SNS c. 397*, as amended, does not apply to a pecuniary penalty imposed by this By-law; and
- (b) the limitation period for the prosecution of an offence under this By-law is two years from the later of the date of the commission of the offence and the date on which it was discovered that an offence had been committed.

### **Repeal and Replace**

32. The Electronic Voting By-law of the Municipality of the District of Lunenburg adopted by Municipal Council on May 24, 2016 is hereby repealed and replaced with this new By-law Respecting Alternative Voting.

Date of First Reading:

Date of Advertisement of Notice of Intent to Consider:

Date of Second Reading:

\*Date of Advertisement of Passage of By-law:

Date of mailing to Minister a Certified copy of By-law:

I certify that this "A By-law Respecting Alternative Voting" was adopted by Municipal Council and published as indicated above.

\_\_\_\_\_  
Sherry Conrad

Date: \_\_\_\_\_

\*Effective Date of the By-law unless otherwise specified in the By-law.