

Please Note: The Audit Committee meeting will be held prior to the Council meeting at 8:30 a.m.

Municipal Council Meeting Agenda
Tuesday, September 14, 2021 – 9:00 a.m.
Via Video/Audio Teleconferencing

- 1. Call to Order**
 - 1.1 Mi'kma'ki Territorial Acknowledgement
- 2. ANNOUNCEMENTS, ACKNOWLEDGEMENTS, RECOGNITION**
- 3. Approval of Agenda (as circulated)**
- 4. Approval of Minutes of July 27, 2021**
- 5. Business Arising from Minutes**
- 6. Awarding of Tenders/RFPs (Nil)**
- 7. Presentations/Scheduled Times**
 - 7.1 Citizens for Public Transit - Stewart Frank, Chair 9:15 a.m. 1-12
 - 7.2 Affordable Housing Commission re Affordable Housing Series
Dr. Ren Thomas..... 11:00 a.m.
- 8. Consideration of Correspondence**
 - 8.1 Town of Bridgewater re Request for Transit Services 13-14
- 9. Recommendations from Committees & Boards**
 - 9.1 Finance Committee**
 - 9.1.1 Proposed Amendment to MODL Policy 058 Fees re EV Charging Station (15)16-21
 - 9.1.2 Remembrance Day Grants (15)22-23
 - 9.2 Nominating Committee**
 - 9.2.1 Indian Path Common Advisory Committee Appointments 24
 - 9.2.2 Hebbville Area Advisory Committee Appointments..... 24
 - 9.3 Audit Committee**
 - 9.3.1 Consolidated Financial Statements for the Year Ended March 31, 2021 25
- 10. Staff Reports**
 - 10.1 Administration Department**
 - 10.1.1 Second Reading – By-law 008A By-law Respecting the Repeal of By-law 008
Fire Department Tax Exemption..... 26-34
 - 10.1.2 Second Reading – Repeal By-law 022 Regional Emergency Measures (2005)
and Replace with By-law 046 Regional Emergency Management (2021)..... 35-56
 - 10.1.3 National Day for Truth & Reconciliation - September 30..... 57-58

10.2 Planning & Development Department

- 10.2.1 McCarthy's Towing (Hebbville Rezoning Application)..... 59-60
- 10.2.2 Town of Lunenburg Building Services Agreement..... 61-67

11. Mayor's/Deputy Mayor's/Councillors' Matters

- 11.1 LCLC Update
- 11.2 Deputy Mayor's Update
- 11.3 Mayor's Update

12. Added Items

13. In Camera

- 13.1 Contract Negotiations re Potential Fire Department Merger under Sections 22(2)(e) of the MGA

14. Adjournment



.....

Rolling Ahead with Public Transit!

Actively promoting a
Regional Public Transit System

We are *Citizens for Public Transit*

- Volunteers, Advocates, Lobbyists, Promoters, Activists
- For public transportation in Lunenburg County
- We're still here... After 25 years!
(registered with RJSC as a not-for-profit group in 1996)

- Small, yet very effective Board of Directors;

Barbara Carthew

Stewart Franck

Penelope (Penny) Mundell

Jack Schoon

Bill Snyder

Megan Williams



CPT... Why do we do what we do?

- We Confidently BELIEVE...
 - We ALL win whenever a person takes the bus,
 - We ALL pay through our taxes to get people around - with or without public transit,
 - There are environmental, economic, social, health and equity benefits of public transportation,
 - Public transit is an essential service and merits public support, just like utilities, highways, bridges, parks and sidewalks,
 - Publicly-funded transportation is a Human Right.
- We take small credit for influencing;
 - Creation of a Joint Transportation Committee
 - Start up of Bridgewater Transit
 - Initiation of Maritime Bus service



FEASIBILITY STUDY: PUBLIC TRANSIT for Citizens for Public Transit

Final Report

“Having a regional public transit system that services the towns and the rural communities in Lunenburg County would provide much needed access for residents to services in the towns, including trips to the hospitals, health appointments, their place of employment, or for leisure purposes.”

Feasibility Study, Page 3



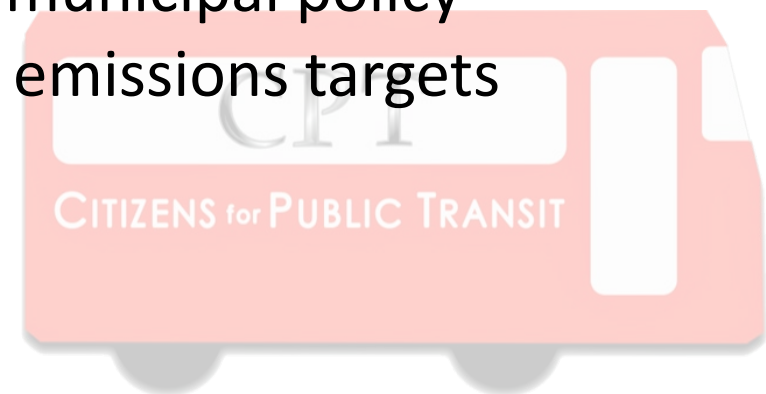
Goals for a Regional Public Transit Service

- Connect Lunenburg, Mahone Bay, Bridgewater, and MODL
- Expand, over time, service to additional rural communities
- Help with post-pandemic infrastructure rebound
- Effective, efficient service to meet community needs
- Provide access for residents to services
- Focus on the positive outcomes
- Reflect new realities and complement other transportation options



The Need for Public Transit is Greater Than Ever

- Towns and rural areas are growing
- As is the need to travel into towns and cities
- More cars on the road, increased pollution, more parking areas, costly roads, bigger highways
- Many families may need to purchase that second or third vehicle
- Increased population adds to ridership and extends financial platform
- We are getting older! Average age will increase from 46 to 65 by 2040
- More seniors will look to leave the car parked and use the bus
- Environmental concerns now a primary driver of your municipal policy
- Public transit systems are part of the solution to meet emissions targets
- Climate Emergency declarations
- Climate Action Planning



Funding

- Fortunately, we currently have greater opportunities to benefit from new government financial incentives to enable and encourage communities to introduce rural transportation systems
- There are also initiatives to deploy electric buses to enhance a cleaner environment



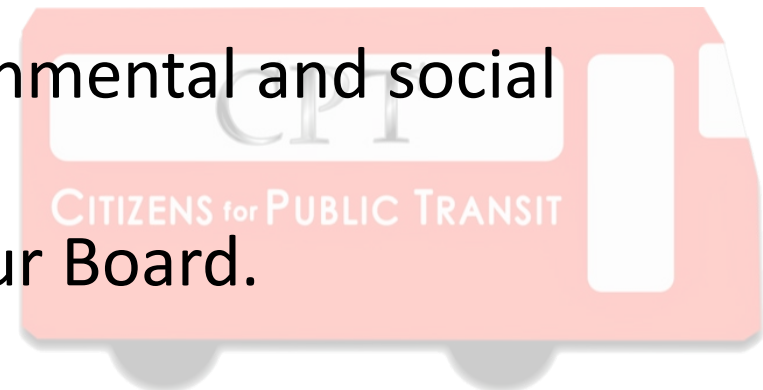
It is VITAL!

- That we build back post-pandemic and invest in infrastructure taking a hard look at the environmental, economic, social, health and equity benefits of public transportation
- That Councils and staff from MODL and the Towns of Bridgewater, Lunenburg and Mahone Bay WORK TOGETHER in this regard
- Create a PLAN to satisfy the needs of a majority of residents and to address several of the major crises facing our municipalities



Over the coming year CPT will...

- Host its AGM at LCLC in October
- Continue to meet with Councils and staff from MODL and the Towns of Bridgewater, Lunenburg and Mahone Bay,
- Delve deeper into the need for a transit authority to develop a local transit system through conversations with the NS URB,
- Engage with politicians and candidates during upcoming federal and provincial elections,
- Build partnerships with community transit, environmental and social welfare groups,
- Seek community support and volunteers to join our Board.



Thank you!

NOW is the time to work with other municipalities and the NSURB to start a **Regional Public Transit System!**

Thank you for “Getting on the Bus!”
Let’s get *Rolling Ahead with Public Transit!*

Join our Facebook group: “CitizensforPublicTransit”



Rolling Ahead with Public Transit!



THIS is the Vision Citizens for Public Transit (CPT) has been actively promoting for decades.

CPT is a dedicated group of volunteers and activists promoting the establishment of a cost-effective, safe, affordable, accessible regional public transit system in the Municipality of the District of Lunenburg (MODL) and the towns of Bridgewater, Mahone Bay and Lunenburg. Reaching further into the rural and coastal communities is foreseen as a second step.

Through its efforts and lobbying, CPT takes some credit for getting municipalities to the table of a Joint Transportation Committee, the start-up of Bridgewater Transit and the initiation of Maritime Bus service South Shore-Halifax route. CPT continues to meet with municipal planners to elaborate an ongoing conversation about public transit and to promote collaboration: The two first steps on the path forward for an inter-municipality system.

The local Towns and MODL rural areas are expanding and thriving which is terrific news. Over the past two years there has been an influx of new home buyers, some provoked by the pandemic to move out of urban areas. Increased population will not only add to ridership but provide an extended financial platform for this desperately needed service.

While rural communities flourish, so does the need to travel into towns and cities. Invariably, this leads to an increased number of cars on the road, which in turn increases pollution, additional paved parking areas, and the need for more costly roads and bigger highways. Many families may want to avoid the purchase of a second or third vehicle.

A recent population projection by MODL staff reveals that the average age of residents will increase from 46 to 65 by 2040, indicating that there will be more seniors looking to leave the car parked and avail themselves of public transit.

Environmental concerns have become a primary driver of policy for our municipalities, and public transit systems are part of the solution to meeting emissions reduction targets. MODL has declared a Climate Emergency and, like all NS municipalities, is developing and implementing a Climate Action Plan. Project Lunenburg includes climate and transit initiatives, and planning allows for public transit by reducing car parking allowances. Mahone Bay demonstrated its commitment to address climate change by hiring a dedicated staff person. Bridgewater also has planning staff working on the sustainability and transit files.

In 2019, CPT produced a Feasibility Study for a regional public transit system, funded by the Department of Communities, Culture & Heritage and conducted by CBCL consultants. See a copy in our Facebook Group files.

CPT continues to push the need for sustainable public transit, and we look to citizens and governments at all levels for support.

We confidently believe:

- *We ALL win whenever a person takes the bus,*
- *We ALL pay through our taxes to get people around - with or without public transit,*
- *There are environmental, economic, social, health and equity benefits of public transportation,*
- *Public transit is an essential service and merits public support, just like utilities, highways, bridges, parks, and sidewalks,*
- *Publicly funded transportation is a Human Right.*

NOW is the time to Get Rolling with Public Transit!

Fortunately, we currently have greater opportunities to benefit from new government financial incentives to enable and encourage communities to introduce rural transportation systems. There are also initiatives to deploy electric buses and perhaps even hydrogen fuel cell technology to enhance a cleaner environment.

Over the coming year CPT will:

- Host its Annual General Meeting at LCLC in October,
- Continue to meet with Councils and staff from the Municipality of the District of Lunenburg and the Towns of Bridgewater, Lunenburg, and Mahone Bay,
- Delve deeper into the need for a transit authority to develop a local transit system through conversations with the Nova Scotia Utility & Review Board,
- Engage with politicians and candidates during upcoming federal and provincial elections,
- Build partnerships with community transit, environmental and social welfare groups,
- Seek community support and volunteers to join our Board.

Please consider joining our group of activists, and join our Facebook group, www.facebook.com/groups/CitizensforPublicTransit.

Stewart Franck, Chair, Citizens for Public Transit
cpt@eastlink.ca
(902) 543-5541

YOU could be **HERE** with Public
TRANSIT



CONTACT your local town or municipal councillor

Bridgewater - 902-543-4651 Lunenburg - (902) 634-4410 Mahone Bay - 902-624-8327
Municipality of the District of Lunenburg - (902) 543-8181



Council
September 14, 2021
Item: 8.1
Authorization: T. MacEwan

August 18, 2021

Tom MacEwan, LLB, CAO
Municipality of the District of Lunenburg
10 Allee Champlain Dr
Cookville, NS B4v 9E4

Dear Mr. MacEwan

RE: REQUEST FOR TRANSIT SERVICES – Osprey Village

Town Council, at the August 9, 2021 Council meeting, considered MODL's request for Bridgewater Transit Services to be provided to Osprey. The Town requires further information in order to fully consider this request. To this end, the following motion was passed by Council:

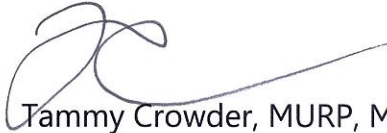
That Council for the Town of Bridgewater request that the Municipality of the District of Lunenburg conduct a feasibility study, at its cost, to determine options for a transit service extension and require that the Town agree to the scope of the feasibility study and be involved in the process.

The requested route would, in the absence of additional resources to support the request, negatively impact the Town's transit service level. The Town strives to keep the transit route to a maximum of one hour loop. The present route is one hour and an extension to Osprey Village would add approximately 16 minutes. Existing ridership could be negatively impacted by an extension to the route time.

The requested feasibility study would explore possible routes, the required resources and resulting level of service. The study would also need to consider the impact on future services extensions in other areas of the Town. As noted in the motion passed by Council, Town staff are to participate in the development of the scope of the study and the creation of the study. This is to ensure alignment with the current transit service and the current ridership.

Please advise of the Municipality's intentions with respects to the completion of a Feasibility Study. I would be pleased to discuss this matter further should you have any questions with respects to Council's motion.

Regards,



Tammy Crowder, MURP, MCIP
Chief Administrative Officer

- c. David Mitchell, Mayor
Matthew Davidson, Engineering Services – Manager
Mackenzie Childs, Planner



Municipality of the District of Lunenburg

10 Allée Champlain Drive, Cookville, Nova Scotia, Canada, B4V 9E4
Phone: 902.543.8181 Fax: 902.543.7123 Web Site: www.modl.ca

September 8, 2021

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

Dear Mayor and Councillors:

The Finance Committee, in session on Tuesday, September 7, 2021, made the following
recommendations to Council:

1. That Municipal Council amend MODL Policy 058 Fees Policy, as presented in Appendix A of the staff report dated September 7, 2021, with the electric vehicle charging station fee set at \$1.05 per hour, and that the fee be reviewed in one year .
2. That Municipal Council award \$750 from the Remembrance Day Grant fund to support community Remembrance Day Events on November 11, 2021 as follows:

Royal Canadian Legion Branch #23 (Lunenburg)	\$250
Royal Canadian Legion Branch #49 (Mahone Bay)	\$250
Royal Canadian Legion Branch #102 (New Germany)	\$250

Respectfully submitted,

Chairman and Members
Finance Committee

/rh
Attachments



Municipality of the District of Lunenburg

Report to Council

REPORT TO: Finance Committee
SUBMITTED BY: Byung Jun Kang, Planner
[BeYOUNG June Kang]
DATE: September 7, 2021
RE: EV Charging Station Policy (Amendments to the Fees Policy)

RECOMMENDATION

Staff recommends the Committee to set the EV charger fee by reading the following motion:

The Finance Committee recommends that Municipal Council amend the Fees Policy, as presented in Appendix A of the staff report dated September 7, 2021, with the electric vehicle charging station fee set at [decided fee] per hour.

INTRODUCTION

Following the discussion at the Policy and Strategy Committee meeting on July 20, 2021, and at the Municipal Council meeting on July 27, 2021, some councillors suggested the hourly fee for a municipal EV charging station be based on recuperating operating costs.

(The report continues on the next page.)

DISCUSSION

Table 1 breaks down the capital and operating costs of our EV charging stations. Hourly usage fees should be set based on the objective that Council wishes to accomplish. Staff provided 5 options for Council to consider on Table 2.

Contrary to a previous staff report dated July 20, 2021, the existing EV charging stations owned by the Municipality are exempted from federal inspections under clause 4(1)(g) of the [Weights and Measures Regulations](#): “The following classes or types of devices are exempt from section 8 and subsection 15(1) of the Act: clocks, watches, chronometers and other time measuring devices.” Infrastructure Canada staff confirmed this statement on August 10, 2021.

Table 1

Capital and operating costs of an evr-green® 4000 Level 2 public use charging station

Energy charge (7.2 kW x \$0.09541/kWh)*	\$0.6870/hour	
Demand charge (7.2 kW x \$10.497/kW)*	\$0.1050/hour	
<u>Operating Cost – Electricity (1 hour)</u>	\$0.7919	\$0.7919/hour
Annual subscription fee (after Year 1)	\$560.00	
Other annual maintenance fee	\$300.00	
Operating Cost – Maintenance (1 year)	\$860.00	\$0.0982/hour
Subtotal, operating costs		\$0.89/hour
EV charging station parts**	\$11,086.72	
Electricians & labour**	\$2,502.96	
Capital Cost (10 years)	\$13,589.68	\$0.1551/hour
Subtotal, operating & replacement costs		\$1.05/hour
Site preparation & amenity installation***	\$16,498.68	\$0.1883/hour
Total, operating & capital costs		\$1.23/hour

*Energy rates used are effective starting January 2022. Demand charge may not apply.

**4.29% HST is included in all capital costs. The costs may decrease with [federal grants](#). The life expectancy of a EV charging station is 10 years ([Rutschilling, 2017](#)).

***Pricing is based on average prices on much larger projects.

Table 2

Options of EV charger fee structure

Options	Minimum cost	Suggested cost*
Option 1 To recuperate operating costs only	\$0.89/hour	\$0.90/hour
Option 2 To recuperate operating costs and to prepare for replacement costs every 10 years	\$1.05/hour	\$1.05/hour
Option 3 To match the Domestic Service Tariff of NS Power to encourage overnight charging at residence	\$1.17/hour	\$1.20/hour
Option 4 To recuperate operating costs, initial capital costs, and to prepare for replacement costs every 10 years	\$1.23/hour	\$1.25/hour
Option 5 To match the EV charging station fee of NS Power	\$1.50/hour	\$1.50/hour

*Rounded up to the nearest 0 or 5 cents.

LEGISLATIVE IMPLICATION

The fee may be implemented by a policy amendment under subsection 48(3) of the **Municipal Government Act**, as the fee is not subject to clause 49(1)(c), Section 79, or subsection 81(1) of the Act to be written as a by-law.

CONCLUSION

Staff anticipates a net gain if the hourly fee is \$1.25 or higher. If so, staff also recommends either revisiting the fee during the next Fees Policy review, or creating an operating reserve from the excess funds collected.

Appendix A: Proposed Policy 058 (2021)

 Department: Planning & Development Services

Report prepared by: Byung Jun Kang, Planner

Date: 2021-08-18

Report inspected by: Jeff Merrill, Director of Planning

Date: 2021-08-19

Report approved by: Elana Wentzell, Director of Finance

Date: 2021-09-01

Municipality of the District of Lunenburg

Policy

Title: Fees Policy	
Policy No. 058	Legislative authority: Municipal Government Act , subsections 48(3), 132(2), 150(2), 206(4), clauses 49(1)(c), 211(1)(b), and subclause 172(2)(e)(i) Private Roads By-law , Section 12
Effective date: January 11, 2011 April 1, 2019 (for amendments made in 2019)	Amended date: May 10, 2011; February 12, 2019; February 25, 2020; September 14, 2021

Title

1 This Policy is titled the Fees Policy.

Administration

2 This Policy must be referenced in related By-laws concerning the service identified.

Purpose

3 The Municipality must provide clarity to citizens as to the various fees it charges on the various government services.

Fees

- 4 (1) The fees for Planning and Development Services are as set out in Table 1.
- (2) The fees for Recreation Services are as set out in Table 2.
- (3) The fees for Administration and Finance Services are as set out in Table 3.
- (4) The fees for Engineering Services are as set out in Table 4.

Exempted organizations

5 Active non-profit organizations registered under the **Societies Act** are exempt from paying those fees identified under subsection 4(1) of this Policy, with the exception of the Private Road Maintenance & Improvement Administration Fee Rate.

Table 1: Planning and Development Services Fees

Services	Fees
Amendments to a Planning Strategy or a Land Use By-law	\$525.00 + advertising fee
Development Agreement	\$525.00 + advertising fee
Development Permit	\$26.00
Fire Inspection	\$210.00
Map Book	\$25.00
Map Reproduction	\$11.00 + \$0.55 per square feet
Planning documents	\$11.00
Private Road Maintenance & Improvement Administration Fee Rate	5% of the total expenditures in the annual private road budget
Property Record Certificate	\$58.00
Subdivision, Final Plan (+ each lot after 2 lots)	\$105.00 +\$26.00
Variance	\$79.00
Zoning Certificate	\$53.00

Table 2: Recreation Services Fees

Services	Fees
Ballfields	\$21.00 per hour + HST
Ballfield League	\$19.00 per hour + HST
MARC Rental	\$11.00 per hour + HST
MARC Residence	\$5.00 per person-night + HST

Table 3: Administration and Finance Services Fees

Services	Fees
Dog Tag - Replacement	\$1.00
Fax	\$0.60 per page
NSF Cheques	\$15.00
Photocopies, black & white	\$0.15 per page
Photocopies, colour	\$0.30 per page
Tax Certificate	\$42.00
Tax Sale Administration Fee	\$160.00
Verbal Tax Information	\$11.00

Table 4: Engineering Services Fees [amended September 14, 2021]

Services	Fees
Electric Vehicle Charging Station	\$0.00 per hour
Sewer Permit	\$120.00

Annotation for Official Policy Book

Date of Adoption	January 11, 2011
Date of Notice to Council Members of Intent to Consider Approval & Effective Date of Amendments	April 11, 2011 May 10, 2011
Date of Notice to Council Members of Intent to Consider Approval Date of Amendments	February 5, 2019 February 12, 2019
Effective Date of Amendments	April 1, 2019
Date of Notice to Council Members of Intent to Consider Approval & Effective Date of Amendments	February 18, 2020 February 25, 2020
Date of Notice to Council Members of Intent to Consider Approval & Effective Date of Amendments	September 7, 2021 September 14, 2021

I certify that this "Fees Policy" was adopted and amended by Council as indicated above.

Tina Robichaud-Bond, Acting Municipal Clerk

Date



Municipality of the District of Lunenburg

Request for Decision

REPORT TO: Finance Committee
SUBMITTED BY: Tissy Bolivar, Program Coordinator
DATE: September 7, 2021
RE: Remembrance Day Grants

RECOMMENDATION

That the Finance Committee recommend to Council that Municipal Council award **\$750** from the Remembrance Day Grant to support community **Remembrance Day Events** on November 11, 2021, as follows:

Royal Canadian Legion Branch #23 (Lunenburg) - **\$250**

Royal Canadian Legion Branch #49 (Mahone Bay) - **\$250**

Royal Canadian Legion Branch #102 (New Germany) - **\$250**

Total: \$750

EXECUTIVE SUMMARY

The Municipality of the District of Lunenburg offers a Remembrance Day Grant to community organizations to help with the hosting of a community event on November 11 in recognition of our veterans and those currently serving our country.

Three applications were received by the extended deadline of August 31, totaling a request of \$750.

DISCUSSION

To be eligible for this grant, applicants must be a not-for-profit organization that serves the residents of the Municipality of the District of Lunenburg, is a public event that contributes to the residents where the need for financial assistance is demonstrated and must be a community celebration on November 11 that recognizes Remembrance Day. Applicants are eligible for up to 75% of the total cost of the event to a maximum of \$250.

The deadline for applications was August 1. Two applications were received prior to this date, the Royal Canadian Legion Branch #49 (Mahone Bay) and Royal Canadian Legion Branch #23 (Lunenburg). The deadline was extended to August 31, at which time we received a third application from the Royal Canadian Legion Branch 08-102 (New Germany).

We have funded both the New Germany and Mahone Bay legions with this grant in the past for their public services. This is the first year Lunenburg has applied for funding through this grant.

In 2020, no public services were held due to COVID-19. Municipal Council distributed grant money evenly between all local Royal Canadian Legion poppy campaigns.

BUDGET IMPLICATIONS

The annual budget for this grant is \$1,500. If the recommendation of \$750 is approved by Municipal Council, \$750 would remain in the grant.

ALTERNATIVES

1. Award an alternate amount to applicants.
2. Not to award this grant to the applicants.

CONCLUSION

Based on the three applications received by the extended deadline, they all fit the grant criteria, benefit our communities, and demonstrate the need for funding to offer their public Remembrance Day service. It is staff's recommendation to approve these applications at their asking amount of \$250 each.

Department: Recreation

Report Prepared By: Tissy Bolivar

Date: August 31, 2021

Report Approved By: Bill Schurman

Date: August 31, 2021

Reviewed By CAO:

Date:

Council

September 14, 2021

Item: 9.2

Authorization: T. MacEwan



Municipality of the District of Lunenburg

10 Allée Champlain Drive, Cookville, Nova Scotia, Canada, B4V 9E4

Phone: 902.543.8181 Fax: 902.543.7123 Web Site: www.modl.ca

September 7, 2021

To Mayor Bolivar-Getson and Municipal Councillors

Dear Council:

The Nominating Committee met on September 7, 2021, and made the following recommendations to Council:

- 1. "that Municipal Council approve the appointment of Stefan Leslie, Susan Cochrane, Karen Toews, and Kevin Chisholm to the Indian Path Common Advisory Committee, each for a three-year term".**
- 2. 'that Municipal Council approve the appointment of Glen Hebb and Lem Hebb to the Hebbville Area Advisory Committee".**

Respectfully submitted,

Chairman & Members
Nominating Committee

Council
September 14, 2021
Item: 9.3.1
Authorization: T. MacEwan



Municipality of the District of Lunenburg

10 Allée Champlain Drive Cookville Nova Scotia Canada B4V 9E4
Phone: 902.543.8181 Fax: 902.543.7123 Web Site: www.modl.ca

September 14, 2021

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

Dear Mayor and Councillors:

The Audit Committee, in session on Tuesday, September 14, 2021, made the following
recommendations to Council:

1. That Municipal Council approves the Municipality of the District of Lunenburg's
Consolidated Financial Statements for the year ended March 31, 2021.

Respectfully submitted,

Chairman and Members
Audit Committee

/rh



Municipality of the District of Lunenburg

Report to Council

Report To: Mayor Bolivar-Getson & Council
Submitted By: Tina Robichaud-Bond, Acting Municipal Clerk
Date: September 14, 2021
Re: Second Reading – By-law 008A By-law Respecting the Repeal of By-law 008 Fire Department Tax Exemption

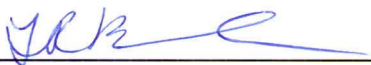
On July 27, 2021, Municipal Council gave First Reading as notice of its intention to approve By-law 008A By-law Respecting the Repeal of By-law 008 Fire Department Exemption and set the date for Second Reading to be held at the September 14, 2021 Council meeting.

Please note, that this proposed By-law does not impact the tax exemption status of fire departments. Municipalities must not collect property taxes from the fire departments under clauses 5(1)(i) and (ia) of the **Assessment Act**.

Notice was given through the local media and on the MODL website that Municipal Council would be conducting Second Reading to adopt By-law 008A at the September 14, 2021 Council meeting, and that written submissions from interested persons concerning the above By-law would be accepted until 12:00 noon, Tuesday, September 7, 2021. No written submissions were received.

In order to adopt By-law 008, the following motion is required:

“that Municipal Council approve and adopt By-law 008A By-law Respecting the Repeal of By-law 008 Fire Department Tax Exemption, as presented”



Tina Robichaud-Bond

/trb
Attachments

Municipality of the District of Lunenburg

By-law

Title: By-Law Respecting the Repeal of By-Law 008 Fire Department Tax Exemption	
By-Law No. 008A	Legislative Authority: Municipal Government Act
Effective Date:	Amended Date:

Be it enacted by the Council of the Municipality of the District of Lunenburg, under the authority of the *Municipal Government Act*, Chapter 18 of the Acts of 1998, as follows:

1. By-law No. 008, Fire Department Tax Exemption By-law, adopted by the Council of the Municipality of the District of Lunenburg on November 30, 1999, is hereby repealed.

Annotation for Official By-law Book

Date of first reading	July 27, 2021
Date of advertisement of notice of intent to consider	August 11, 2021
Date of second reading	September 14, 2021
Date of advertisement of passage of by-law*	
Date of mailing a certified copy of by-law to Minister	
I certify that this “<<name of by-law >>” was adopted by Municipal Council and published as indicated above.	
_____	_____
Municipal Clerk	Date

Council
Item: #9.1.3
Date: July 27, 2021
Authorization: T. MacEwan



Municipality of the District of Lunenburg

Request for Decision

REPORT TO: Policy & Strategy Committee
SUBMITTED BY: Sherry Conrad
DATE: July 20, 2021
RE: **Proposed By-law 008A – By-law Respecting the Repeal of By-law 008 Fire Department Tax Exemption**

RECOMMENDATION

“that the Policy & Strategy Committee recommends to Council that Municipal Council gives notice of its intention to adopt By-law 008A By-law Respecting the Repeal of By-law 008 Fire Department Tax Exemption and conduct First Reading of same and gives notice of Second Reading to consider the adoption of By-law 008A”.

EXECUTIVE SUMMARY

Section 71(1)(c) & (d) of the *Municipal Government Act*, which gave councils the authority to exempt properties of registered fire departments from taxation was repealed in 2001. With this repeal, Section 5(1) “Exempt property” of the *Assessment Act* was amended to include subsection (ia) which allows the property of a fire department or an emergency services provider, registered pursuant to the *Municipal Government Act*, used directly and solely for community purposes or fund-raising activities of the department or provider to be exempt from taxation.

As a result of these amendments, By-law 008 Fire Department Tax Exemption approved by Council on November 30, 1999, is no longer required to exempt fire departments and emergency service providers from taxation.

DISCUSSION

As the *Assessment Act* includes a provision to exempt fire departments and emergency service providers from taxation and the *Municipal Government Act’s* Section to exempt fire departments from taxation was repealed, By-law 008 Fire Department Tax Exemption is no

longer required or has the authority to be effective. Staff is recommending that By-law 008 be repealed.

BUDGET IMPLICATIONS

None

STRATEGIC PLAN

N/A

WORK PLAN

No extra staff resources required. Completed during regular work schedule.

ALTERNATIVES

None. By-law does not have the authority any longer to be effective.

CONCLUSION

As By-law 008 Fire Department Tax Exemption is no longer effective under the *Municipal Government Act* and provision has been made for fire departments and emergency services providers to be exempt from taxation under the *Assessment Act*, the Fire Department Tax Exemption By-law needs to be repealed.

Department:

Report Prepared by: Sherry Conrad

Date: June 15, 2021

Report Approved by: Alex Dumaresq, Deputy CAO

Date: June 17, 2021

Reviewed By CAO:

Date:

Municipality of the District of Lunenburg

POLICY

Title: Fire Department Tax Exemption By-Law	
Effective Date: November 30, 1999	Amended Date:

1.0 Authority M.G.A s. 71

This By-Law is made pursuant to **S.71(1)(C)** of the Municipal Government Act.

2.0 Definitions

In this By-Law, unless the context otherwise indicates:

- a) "Council" means the council of the Municipality of the District of Lunenburg.
- b) "Fire Department" means an incorporated body that provides fire services and that may, at its opinion, provide one or more other emergency services, and includes a fire or emergency services department of the Municipality, the Village of Hebbville, a fire protection district or other body corporate.
- c) "Fire protection district" has the same meaning as in the Rural Fire District Act.
- d) "Municipality" means the Municipality of the District of Lunenburg;
- e) "Registered fire departments" means fire departments registered pursuant to Section 294, of the Municipal Government Act.

3.0 Qualifications for Exemptions

The Council may exempt properties of registered fire departments from taxation, including area rates, which are used directly and solely for community purposes or for fund raising activities of the fire departments.

4.0 Exempt Properties

The following properties set out in Schedule "A" hereto, are exempt from taxation, including area rates.

Clerk's Annotation for Official Policy Book

Date of Notice to Council Members
off Intent to Consider (7 days minimum)

Date of Passage of Current Policy: November 30, 1999

I certify that this "*Fire Department Tax Exemption By-Law*" was adopted by
Council as indicated above.

Municipal Clerk

Date

(a) applies only to the property of a person occupied by that person as the person's principal residence;

(b) may provide that taxes be postponed for a certain period, or until the death of the assessed owner or other specified contingency;

(c) may provide for the postponement of tax collection procedures for the current year;

(d) may prescribe the procedure for applying for the benefits of the by-law, including the required forms and affidavits;

(e) may provide for interest on the taxes postponed.

(3) A limitation period affecting a municipality's entitlement to collect postponed taxes does not begin until the period of postponement expires.

(4) Where a municipality provides that only a portion of the taxes due may be postponed and where the portion that is required to be paid is three years overdue, the period of postponement terminates thirty days after the treasurer notifies the person whose taxes have been postponed, unless the taxes that were not postponed are paid before the expiration of the thirty days.

(5) Except as otherwise provided by this Act or another Act of the Legislature, a council shall not relieve a taxpayer from all or a portion of taxes. 1998, c. 18, s. 70.

Tax exemption policy for certain organizations

71 (1) The council may, by policy, exempt from taxation, to the extent and under the conditions set out in the policy

(a) property

(i) of a named registered Canadian charitable organization, and

(ii) that is used directly and solely for a charitable purpose;

(b) property of a nonprofit community, charitable, fraternal, educational, recreational, religious, cultural or sporting organization if, in the opinion of the council, the organization provides a service that might otherwise be a responsibility of the council;

(c) and (d) *repealed 2001, c. 14, s. 3.*

(e) the buildings, pump stations, deep well pumps, main transmission lines, distribution lines, meters and associated plant and equipment of a municipal water utility.

(2) The council may, by policy, to the extent and under the conditions set out in the policy, provide that the tax payable with respect to all or part of

(2) Except for the term “forest property” terms used in subsection (1) have the same meaning as like terms defined by the *Income Tax Act* (Canada). R.S., c. 23, s. 3.

PROPERTY LIABLE TO TAXATION

Taxable property

4 Subject to the exemptions in Section 5, all assessable property and business and residential occupancy assessments are liable to taxation for all purposes for which municipal taxes and rates are levied by authority of law. R.S., c. 23, s. 4.

PROPERTY EXEMPT FROM TAXATION

Exempt property

5 (1) The following property is exempt from taxation under this Act:

(a) all property vested in Her Majesty or vested in any person for Imperial, Dominion or Provincial purposes, and either unoccupied or occupied by some person in an official capacity, except that, if any such property is occupied by any person otherwise than in an official capacity, the occupant shall be assessed and rated in respect thereof, but the property itself shall not be liable;

(b) every church and place of worship and the land used in connection therewith, and every churchyard and church burial ground and every church hall used for religious or congregational purposes exclusively save only for occasions specially authorized by church authorities and for which no revenue in excess of one hundred dollars *per annum* is received, but in computing revenue for the purposes of this clause there shall be excluded any contribution paid towards the reasonable additional costs of upkeep imposed by the use;

(c) the property of a non-profit community cemetery, as cemetery is defined by the *Cemetery and Funeral Services Act*;

(d) the property of every college, academy or other public institution of learning with the exception of property mainly used for commercial, industrial, business, rental or other non-educational purposes;

(e) every public school house, city or town hall, gaol, lockup house and temperance hall, and the land used in connection therewith;

(f) all school lands;

(g) all public landings, public breakwaters and public wharves;

(h) the property of every municipality if occupied or used for the purposes of such municipality or unoccupied, excepting nevertheless that property owned, operated or managed by a municipality

either directly or through the medium of a board or commission, for the purpose of producing, transmitting, delivering or furnishing electricity, natural gas, water or power directly or indirectly to or for the public, shall be assessed and taxed by that municipality;

(i) the building or part thereof in which equipment not owned by a municipality, used or to be used exclusively for fighting fires, is kept and the land in connection with such building, but only if and while

(i) the equipment will be used for the fighting of any fires within a radius of five miles from the building in which it is kept, and

(ii) a written undertaking by the owners is in force and is on file in the office of the clerk of the municipality, undertaking that it will be so used, which undertaking may be subject to cancellation on six months notice in writing;

(ia) the property of a fire department or an emergency services provider, registered pursuant to the *Municipal Government Act*, used directly and solely for community purposes or fund-raising activities of the department or provider;

(j) the property of every agency, board or commission in which two or more municipalities participate if occupied or used for the purposes of the municipalities;

(k) property belonging at the time the assessment roll is filed with the clerk by the assessor to infant children and occupied by them, to the extent and under the conditions contained in Section 51;

(l) the property of an agricultural society organized under Section 9 of the *Agriculture and Marketing Act* except such property as is used mainly for commercial or industrial purposes;

(m) *repealed 2000, c. 9, s. 3.*

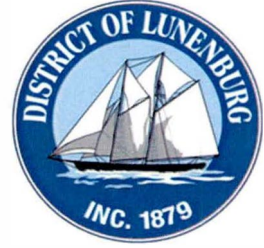
(n) the property of The Royal Canadian Legion and the property of the Army, Navy and Airforce Veterans in Canada which is used exclusively for the purpose of The Royal Canadian Legion or the Army, Navy and Airforce Veterans in Canada, respectively;

(o) the property of any pack, troop, group, committee or district council, regional council or provincial council which is used exclusively for the purposes of the Boy Scouts;

(p) the property of any pack, company, district, division, area, local or provincial association which is used exclusively for the purposes of the Girl Guides;

(q) to (s) *repealed 1998, c. 18, s. 547.*

(t) the property of a hospital that is a hospital as defined in the *Hospitals Act*;



Municipality of the District of Lunenburg

Report to Council

Report To: Mayor Bolivar-Getson & Council
Submitted By: Tina Robichaud-Bond, Acting Municipal Clerk
Date: September 14, 2021
Re: Second Reading – Repeal By-law 022 Regional Emergency Measures 2005 and Replace with By-law 046 Regional Emergency Management (2021)

On July 27, 2021, Municipal Council gave First Reading as notice of its intention to repeal By-law 022 Regional Emergency Measures and replace it with By-law 046 Regional Emergency Management. Council set a date for Second Reading to be held at the September 14, 2021 Council meeting.

The existing By-law 022, which was approved by Council on March 8, 2005 is outdated and does not meet the terms of the Inter-Municipal Services Agreement (IMSA) of 2017. The repeal of By-law 002 and approval of By-law 046 will meet the requirements the IMSA.

Notice was given through local media and on the MODL website that Municipal Council would be conducting Second Reading to repeal By-law 022 and adopt By-law 046 at the September 14, 2021 Council meeting, and that written submissions from interested persons concerning the above By-law would be accepted until 12:00 noon, Tuesday, September 7, 2021. No written submissions were received.

In order to repeal By-law 022 and adopt By-law 046, the following motion is required:

“that Municipal Council repeal By-law 022 Regional Emergency Measures (2005) and approve and adopt By-law 046 Regional Emergency Management (2021), as presented”

A handwritten signature in blue ink, appearing to read "TRB", is written over a horizontal line.

/trb
Attachment

Municipality of the District of Lunenburg

By-Law

Title: Regional Emergency Management By-law	
By-Law No. 046	Legislative Authority: Emergency Management Act, S.N.S., 1990
Effective Date:	Amended Date:

1.0 Short Title

1.1 This By-law may be cited as the “Regional Emergency Management By-law” to render mutual aid and joint provisions of services and facilities to provide for a prompt, effective and coordinated response to an emergency within the territories of the participating municipalities of the Municipality of the District of Lunenburg; the Municipality of the District of Chester; the Town of Bridgewater; the Town of Mahone Bay, and the Town of Lunenburg.

2.0 Definitions

2.1 In this By-law:

- a) **Act** means the *Emergency Management Act, S.N.S., 1990*, as amended from time to time;
- b) **State of Emergency Regulations** means regulations approved by the Governor in Council by Order in Council 92-61, Regulation 17/92, as amended from time to time;
- c) **Agreement** means the Inter-Municipal Emergency Services Agreement, dated January 18, 2017, among the participating Municipalities and as amended from time to time;
- d) **Minister** means the Minister responsible for Emergency Management of the Province of Nova Scotia;
- e) **Deputy Minister** means the Deputy Minister responsible for Emergency Management of the Province Nova Scotia;
- f) **Councils** means the Councils of the participating Municipalities (Municipality of the District of Lunenburg, the Municipality of the District of Chester, the Town of Bridgewater, the Town of Mahone Bay, and the Town of Lunenburg);

- g) **Region** means all territories within the participating Municipalities;
- h) **State of Local Emergency** means a state of a local emergency declared, renewed, or terminated by the Council, Mayor, or Warden of a participating Municipality;
- i) **Regional Emergency Operations Centre (REOC)** means the Regional Emergency Management Organization (REMO) operation centre as established, equipped, and serviced per the Agreement.

3.0 Responsibilities for Emergency Management

3.1 The Councils, in accordance with the Agreement:

- a) shall appoint and maintain a Regional Emergency Management Organization (REMO) responsible for the planning and the coordination of emergency services delivery and consist of:
 - i. a Regional Emergency Management Advisory Committee (REMAC);
 - ii. a Regional Emergency Management Planning Committee (REMPC);
 - iii. a Regional Emergency Management Coordinator (REMC); and
 - iv. for each participating Municipality, an Assistant Emergency Coordinator (AEC);
- b) declare, renew, or terminate a State of Local Emergency, as outlined in the State of Emergency Regulations as may be required and if unavailable in a timely manner, permit the Mayor or Warden of the affected participating Municipality(s) to make such declarations;
- c) shall cause the Emergency Management Plan or any part thereof to be implemented and may do everything necessary for the protection of property and the health and safety of persons pursuant to Section 14 of the *Act*;
- d) may appropriate and expend monies to pay reasonable expenses of members of REMO and to fulfill the terms and conditions of any agreement approved by the Councils;

3.2 REMAC, in accordance with the Agreement:

- a) is responsible during a State of Local Emergency for the executive direction and management of emergency plans and activities within the Region and for advice to Councils pursuant to the *Act*;
- b) recommends to Councils, Mayor or Warden, the declaration, renewal, or termination of a State of Local Emergency as outlined in the State of Emergency Regulations;

- c) shall deliver a copy of the signed Declaration, Renewal, or Termination of a State of Local Emergency to the Nova Scotia Emergency Management Office (NS EMO) and the Minister and ensure that such Declarations are communicated effectively to the people of the area(s) affected;
- d) with the approval of Councils, may enter into agreements with the Government of Canada, the Province of Nova Scotia, a municipality, city or town, or any other agency or any person;

3.3 REMC, as appointed by the REMAC, in accordance with the Agreement:

- a) shall chair the REMPC and coordinate, prepare, and maintain emergency plans;
- b) shall, pursuant to Section 10A of the *Act*, inform the Nova Scotia Emergency Management Office of any real or anticipated event or emergency and upon activation of an REOC or the Declaration of State or Local Emergency, prescribe, as necessary, duties to be fulfilled by employees, servants, and agents of the municipality and coordinate the REOC activities with NS EMO;

3.4 REMPC in accordance with the Agreement:

- a) shall include, but not be limited to, persons responsible during an emergency to provide health, law enforcement, fire, utilities, communications, transportation, public works, financial, legal, or other essential community services;
- b) shall provide recommendations to REMC for the purpose of the development of regional emergency management plans, policy and procedures for the Region, and provide briefings as requested by Council.

4.0 Responsibilities of Others in a State of Emergency

- 4.1 Following the Declaration of a State of Local Emergency and for the duration of such, every Councillor, employee, and agent of the participating Municipality who has a key role in the execution of the emergency management plans, shall fulfill such duties as may be required according to the emergency plans.

5.0 Repeal

- 5.1 MODL By-law 022 Regional Emergency Measures of the Municipality of the District of Lunenburg adopted by Municipal Council on March 8, 2005 is hereby repealed and replaced with this new MODL By-law 046 Regional Emergency Management (2021).

Annotation for Official By-law Book

Date of first reading	July 27, 2021
Date of advertisement of notice of intent to consider	August 11, 2021
Date of second reading	September 14, 2021
Date of advertisement of passage of by-law*	
Date of mailing a certified copy of by-law to Minister	
I certify that this “<<name of by-law >>” was adopted by Municipal Council and published as indicated above.	
_____	_____
Municipal Clerk	Date



Municipality of the District of Lunenburg

Request for Decision

REPORT TO: Policy & Strategy Committee
SUBMITTED BY: Sherry Conrad, Municipal Clerk
DATE: July 20, 2021
RE: Repeal of By-law 022 Regional Emergency Measures (2005) and Replace with By-law 046 Regional Emergency Management (2021)

RECOMMENDATION

“that the Policy & Strategy Committee recommends to Council that Municipal Council give Notice of its Intention to repeal the existing By-law 022 Regional Emergency Measures that was approved by Council on March 8, 2005, the Minister Responsible for the *Emergency Measures Act* on December 18, 2006, and the Minister of Service NS and Municipal Relations on March 5, 2007 and replace it with the new MODL By-law 046 Regional Emergency Management (2021) and conduct First Reading of same; and further, that it gives notice of Second Reading to consider repealing By-law 022 and approving and adopting By-law 046”.

EXECUTIVE SUMMARY

The Municipality of the District of Lunenburg’s current Regional Emergency Measures By-law 022 was approved by Council on March 8, 2005, the Minister Responsible for the Emergency Measures Act on December 18, 2006, and the Minister of Service Nova Scotia and Municipal Relations on March 5, 2007. This By-law is outdated and does not meet the terms of the 2017 Inter-Municipal Services Agreement (IMSA) which requires all five units to have similar by-laws. The repeal of the current by-law and the replacement of it with the new By-law 046 will meet these requirements.

DISCUSSION

Municipal Council repealed its Emergency Measures By-law approved by the Minister of Emergency Measures (NS) on February 22, 1994, and the Minister of Municipal Affairs on February 25, 1994, and approved the current By-law 022 on March 8, 2005.

The Municipality of the District of Chester and the Towns of Bridgewater and Mahone Bay updated their by-laws in 2014/15, therefore, their by-laws just required amendments to meet the requirements of the 2017 Inter-Municipal Agreement. MODL did not update its By-law at that time and, therefore, it is out of date and should be repealed and replaced instead of amended.

The proposed new By-law 046 is similar to those by-laws of the Municipality of the District of Chester and the Towns of Bridgewater and Mahone Bay and to the proposed by-law which will be coming before the Council of the Town of Lunenburg. With the repeal of the existing By-law 022 and the adoption of the new By-law 046, the requirements of the Inter-Municipal Services Agreement will be met.

BUDGET IMPLICATIONS

None

STRATEGIC PLAN

N/A

WORK PLAN

No additional staff resources. Done within staff current work plan.

ALTERNATIVES

Make changes to the proposed new By-law 046.

CONCLUSION

The repeal of By-law 022 Regional Emergency Measures By-law is required and needs to be replaced with a new by-law that is similar to the other 4 municipal units in the REMO Inter-Municipal Services Agreement. The draft By-law 046 meets these requirements, therefore, staff is recommending the repeal of the existing By-law 022 and replacing it with the new By-law 046.

Department:

Report Prepared By: Sherry Conrad

Date: July 7, 2021

Report Approved By: Alex Dumaresq, Deputy CAO

Date: July 7, 2021

Reviewed By CAO:

Date:

Approved by Municipality of Lunenburg Council
March 8, 2005

(Same for each participating Municipal Unit)

REGIONAL EMERGENCY MEASURES BYLAW

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

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

SHORT TITLE

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

INTERPRETATION

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

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

REGIONAL EMERGENCY MEASURES ORGANIZATION

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

REGIONAL UNIFIED COMMAND GROUP

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

REGIONAL EMERGENCY MEASURES COORDINATOR

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

REGIONAL EMERGENCY MEASURES PLANNING COMMITTEE

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

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

AGREEMENTS

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

DUTY OF COUNCIL

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

DUTIES DURING A STATE OF LOCAL EMERGENCY

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

MINUTES OF MEETING

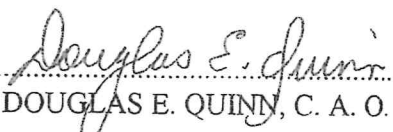
- 17. Minutes of all meetings of the Regional Uniform Command Group and the Regional Emergency Measures Planning Committee shall be taken and a copy forwarded to each Municipality within fourteen days of the meeting.

REPEAL

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

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

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


.....
DOUGLAS E. QUINN, C. A. O.

**BRIEFING NOTE TO MODL COUNCIL
FOR INFORMATION AND APPROVAL**

TOPIC / PURPOSE

The Emergency Management Bylaw does not reflect the 2017 Inter-Municipal Services Agreement (IMSA) and there is no consistency between the five municipal units' bylaws.

BACKGROUND

- The Nova Scotia *Emergency Management Act* states the **responsibility for the health and welfare of the public rests with the elected officials of a municipal government**. Every municipality must be prepared within its own capabilities to meet any threat that may arise from emergencies or disasters.
- The Regional Emergency Management Organization (REMO) was created to share emergency management resources. An Inter-Municipal Services Agreement (IMSA) was created and amended as municipal units joined:
 - MODL and Town of Bridgewater (BW) January 10, 1994
 - Town of Mahone Bay (TOMB) and Municipality of Chester (MOC) joined August 5, 2005
 - Town of Lunenburg (TOL) joined January 18, 2017
- Following updates in the IMSA, Item 22 agrees the municipal units will pass complementary bylaws . The current Emergency Management Bylaws were last updated:

○ TOMB	Bylaw 10	January 13, 2015	Suggest amendments to Bylaw/Chapter
○ BW	Chapter 13	August 11, 2014	
○ MOC	Bylaw 146	April 13, 2014	
○ MODL	Bylaw 22	March 8, 2005	Suggest repeal and replace with new Bylaw
○ TOL	Bylaw 30	June 24, 1993	

KEY CONSIDERATIONS

- MODL has an outdated bylaw that does not reflect the latest IMSA therefore the suggestion is to repeal and replace the existing bylaws. Item 22 states the parties must pass complementary bylaws.

RECOMMENDATION

- It is recommended that Council repeal and replace the Emergency Management Bylaw.

ATTACHMENT(S): Inter Municipal Services Agreement dated January 18, 2017
Approval Letter from the Province dated April 12, 2021

CONTACT: Angela Henhoeffler, Regional Emergency Management Coordinator
(902) 930-1085 or Angela.Henhoeffler@modl.ca

AN INTER-MUNICIPAL EMERGENCY SERVICES AGREEMENT

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

AMONG:

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

-and-

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

- and -

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

-and-

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

-and-

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

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

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

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

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

General

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

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

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

Host Municipality

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

Structure

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

Regional Advisory Committee

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

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

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

Regional Planning Committee

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

Regional Emergency Management Coordinator

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

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

Assistant Emergency Management Coordinators

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

Emergency Operations

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

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

Termination of Agreement

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

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

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

Indemnification

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

Dispute Resolution

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

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

DATED this 21st day of March, 2016 A.D.

SIGNED, SEALED AND DELIVERED

in the presence of:

Per: Joanne Powers
Witness

Per: [Signature]
Witness

Per: [Signature]
Witness

Per: [Signature]
Witness

Per: [Signature]
Witness

Kelly Jardine
Witness: Kelly Jardine

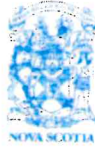
)
)
)
) THE MUNICIPALITY OF THE District of Lunenburg
)
) Per: [Signature]
) Mayor
)
) Per: [Signature]
) Municipal Clerk
)
)

)
) THE MUNICIPALITY OF THE District of Chester
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) Per: [Signature]
) Warden
)
) Per: [Signature]
) CAO
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) THE TOWN OF Bridgewater
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) Per: [Signature]
) Mayor
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) Per: [Signature]
) CAO
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) THE TOWN OF Mahone Bay
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) Per: [Signature]
) Deputy Mayor
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) Per: [Signature]
) CAO
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)

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



**Municipal Affairs
Office of the Minister**

PO Box 216, Halifax, Nova Scotia, Canada B3H 2M4 • Telephone: (902) 424-8510 • Fax: (902) 424-0581 • nsw.novascotia.ca

April 12, 2021

Municipality of the District of Lunenburg
10 Allee Champlain Drive
Cookville, NS B4V 9E4

Pursuant to clause 9(b) of the *Emergency Management Act*, I hereby approve the amended Inter-Municipal Emergency Services Agreement, dated 18th day of January 2017, adding the Town of Lunenburg to the regional organization structure of Lunenburg County.

Sincerely,

Honourable Brendan Maguire
Minister of Municipal Affairs

c.c. Rhonda Matthews, NSEMO Emergency Management Planning Officer
Angela Henhoeffer, Lunenburg County REMO Coordinator
Nadine Smillie, Managing Lawyer and Senior Solicitor, DOJ



Municipality of the District of Lunenburg

Request for Decision

REPORT TO: Council
SUBMITTED BY: Tom MacEwan, CAO
DATE: September 24, 2021
RE: National Day for Truth and Reconciliation

RECOMMENDATION

That the Municipality of the District of Lunenburg observe the National Day for Truth and Reconciliation as a statutory holiday to recognize and commemorate the history and ongoing legacy of residential schools as part of the reconciliation process and the Truth and Reconciliation Commission's Calls to Action.

EXECUTIVE SUMMARY

The Government of Canada recently passed legislation to make September 30 a federal statutory holiday called the National Day for Truth and Reconciliation. Nova Scotia will annually recognize September 30 as Truth and Reconciliation Day beginning in 2021. Provincial government offices, public schools and regulated childcare will be closed. Businesses will have the choice, as they do on other occasions, to remain open.

Also known as Orange Shirt Day, this is a day to honour Indian Residential School Survivors, their families, and those who didn't make it home. As part of the work of reconciliation, specifically Call to Action #57 from the Truth and Reconciliation Commission, the Municipality recently released a Request for Proposal for an Equity, Diversity and Inclusion (EDI) consultant to complete a comprehensive assessment and review of our equity, diversity, and inclusion policies and procedures.

Our goal in engaging an EDI consultant is to support MODL in ensuring that EDI is integrated across the organization within our policies, procedures, practices, culture, and norms. While it is vital to embrace the significance of the National Day for Truth and Reconciliation, our reconciliation work must be ongoing, and incorporated in everything we do.

Department: Administration

Report Prepared By: Sarah Kucharski

Date: September 7, 2021

Report Approved By: Alex Dumaresq

Date: September 7, 2021

Reviewed By CAO:

Date:



Municipality of the District of Lunenburg

Request for Decision

REPORT TO: Municipal Council
SUBMITTED BY: Byung Jun Kang, Planner
[BeYOUNG June Kang]
DATE: September 14, 2021
RE: PL210004 – McCarthy’s Towing (Hebville Rezoning Application)

RECOMMENDATION

That Municipal Council direct staff to hold a public information session and direct the Planning Advisory Committee to review the application submitted by McCarthy’s Towing and Recovery Ltd. on August 9, 2021.

INTRODUCTION

Municipal staff received a rezoning application from McCarthy’s Towing and Recovery Ltd. on August 9, 2021, to change the existing zoning of PID 60426442 from the Rural and Two-Unit Residential Zones to the Light Industrial Zone. This proposal is to permit the construction of a new 70’ x 100’ repair garage.

A rezoning is required because an industrial development larger than 2,260 square feet is permitted only by development agreement in the Rural Zone (clause 9.4.2 of Hebville Land Use By-law) and prohibited in the Two-Unit Residential Zone.

DISCUSSION

As discussed on December 8, 2020, a local Area Advisory Committee (AAC) recommends the Planning Advisory Committee regarding a rezoning application in its Plan Area before the MODL2040 project is complete. Currently, Hebville AAC has 2 members – a local councillor and a citizen member; therefore, the AAC does not meet a quorum of 3. The AAC terms of reference mandates the representation from Hebville Village Commission with the minimum of 2 members.



Municipality of the District of Lunenburg

Request for Decision

REPORT TO: Council

SUBMITTED BY: Jeff Merrill, MCIP, LPP, Director of Planning & Development Services

DATE: September 14, 2021

RE: Town of Lunenburg Building Inspection Agreement

RECOMMENDATION

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

BACKGROUND

On October 13, 2016, the Municipality signed a one-year agreement to provide building inspection services to the Town of Lunenburg and has renewed the agreement since. The current agreement expired on September 1, 2021. The Town is pleased with the service and would like to extend the agreement for another three years or until Phase 2 of the regional building service is implemented.

DISCUSSION

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

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

- the staff's hourly rate x 1.36;
- travel rate per kilometer billed at MODL's rate; and,
- the full cost of any other related expense.

During the last fiscal year MODL billed the Town \$15,798.99 +HST.

Staff have been able to provide building inspection services to the Town while maintaining the building service levels¹ in the Municipality. Attached is a draft agreement which is the same agreement signed in 2019 except the dates have been changed and the term is now three years.

BUDGET IMPLICATIONS

Providing the service to the Town brings in approximately \$1,300 per month (\$15,798.99 +HST)

WORK PLAN IMPLICATIONS

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

CONCLUSION

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

¹ Building Service Levels: Building Permit Applications reviewed within 14 days; Inspections within 4 days.

THIS AGREEMENT dated the day of , 2021

BETWEEN:

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

OF THE FIRST PART

-and-

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

OF THE SECOND PART

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

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

AND WHEREAS MODL is prepared to provide these required services from September 1, 2021 to September 1, 2024 when available to do so, on the terms and conditions hereinafter set forth.

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

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

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

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

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

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

10. MODL shall hereafter provide TOL, upon request, with any certificates of insurance which are required to be put in place under Section 5 of this Agreement.
11. TOL shall hereafter provide MODL, upon request, with any certificates of insurance which are required to be put in place under Section 6 of this Agreement.
12. Both MODL and TOL shall provide each other with thirty (30) days written notice of the cancellation, material change or expiry of any insurance policy as required under Sections 5 and 6 of this Agreement. Should either party not be satisfied with the insurance held by the other party they shall have the right to immediately terminate this Agreement notwithstanding section 13 hereof.
13. This Agreement may be terminated by MODL or TOL at any time upon providing 90 days written notice to the other party.
14. The term of this Agreement may be extended for additional renewal periods of one year each if mutually agreed by both parties. Amendments may be made to such renewal terms as required from time to time and mutually agreed to by the Parties.
15. This Agreement shall bind the parties, their successors and assigns. This Agreement is a contract for services and is not a joint venture or partnership between the parties hereto.
16. The laws of the Province of Nova Scotia shall govern both the application and interpretation of this Agreement.
17. Unless terminated as per Clause 13, this agreement shall be in place until September 1, 2024 or until superseded by the implementation of phase 2 of the regional building services agreement dated October 22, 2018.

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

SIGNED, SEALED AND DELIVERED

in the presence of

Witness

Witness

)
)
) Municipality of the District of Lunenburg
)
) Per:
) _____
) Mayor Carolyn Bolivar-Getson
)
) Per:
) _____
) Clerk
)
) Town of Lunenburg
)
) Per:
) _____
) Mayor Matt Risser
)
)
) Per:
) _____
) CAO/Clerk
)
)