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Municipal Council Meeting Agenda

Tuesday, July 25, 2023 – 9:00 a.m.

MODL Council Chambers – 10 Allée Champlain Drive, Cookville

- 1. Call to Order**
 - 1.1 Mi'kma'ki Territorial Acknowledgement
- 2. Announcements, Acknowledgements, Recognition**
 - 2.1 Proclamation – Emancipation Day
- 3. Public Input (15 Minutes)**
- 4. Changes/Approval of Agenda (as circulated)**
- 5. Approval of Minutes - June 27, 2023**
- 6. Business Arising from Minutes**
- 7. Awarding of Tenders/RFPs - Nil**
- 8. Presentations/Scheduled Times**
 - 8.1 Save Our Old Forests Campaign, George Buranyi 9:15 a.m. 1-5
- 9. Consideration of Correspondence - Nil**
- 10. Recommendations from Committees & Boards**
 - 10.1 Policy & Strategy Committee 6**
 - 10.1.1 Amendments to MODL Policy 058 Fees 7-13
 - 10.1.2 Student Safety Along Highway 208, New Germany
 - 10.1.3 Pedestrian Safety along Highway 325, Wileville
 - 10.2 Nominating Committee**
 - 10.2.1 Member at Large Appointment to Police Advisory Board..... 14
 - 10.2.2 Member at Large Appointments to Miller Point Peace Park Advisory Committee 15
 - 10.3 Boundary Review Committee**
 - 10.3.1 Electoral District Boundaries – Request from NSUARB 16-22
- 11. Staff Reports**
 - 11.1 Administration**
 - 11.1.1 Approval of 2023-/2024 Fire Tax Rates 23-34

11.2 Recreation, Parks & Trails

- 11.2.1 New Elm Church Grant Request 25-26
- 11.2.2 Major Events Grants – New Germany Canada Day 27-28
- 11.2.3 Major Events Grant – South Shore Exhibition 29-30

11.3 Engineering

- 11.3.1 Approval of Cost Share Agreement No 2023-015 Paving of Subdivision
(J Class) Streets 31-42

12. Mayor’s/Deputy Mayor’s/Councillors’ Matters

- 12.1 LCLC Update
- 12.2 Region 6 Update
- 12.3 Deputy Mayor’s Update
- 12.4 Mayor’s Update

13. Added Items

14. In Camera

- 14.1 Contract Negotiations under Section 22(2)(e) of the MGA
- 14.2 Legal Advice under Section 22(2)(g) of the MGA
- 14.3 Contract Negotiations under Section 22(2)(e) of the MGA
- 14.4 Contract Negotiations under Section 22(2)(e) of the MGA
- 14.5 Contract Negotiations under Section 22(2)(e) of the MGA

15. Adjournment

Save Our Old Forests (SOOF) Request to the Municipality of the District of the County of Lunenburg



Forest Cover lost in Lunenburg county, mainly to clearcutting, in 2001. Satellite imagery from Global Forest Watch.



Forest cover lost between 2001-2022



Protecting 20% of Nova Scotia by 2030

- The Environmental Goals and Climate Change Reduction Act was passed by the Nova Scotia Legislature in October 2021.

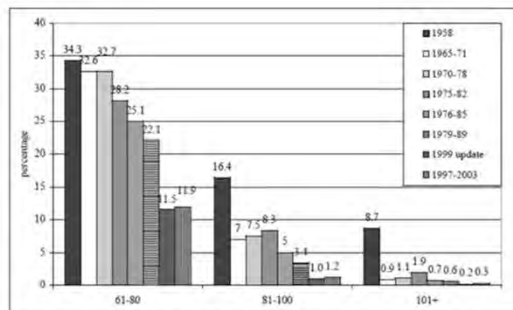
It includes a commitment “to conserve at least 20% of the total land and water mass of the Province by 2030 as protected areas and other effective area-based conservation measures”.



So which forests should we protect?

- Public Land Minamkeak Lake.
- Public Land with multiaged old forest and mature old forest in Lunenburg County.

In 1958, 25% of Nova Scotia's forests were over 80 years old. In 2003 that figure was 1.5%.



Sources: The Forest Resources of Nova Scotia (1958); Nova Scotia Forest Inventory Provincial Summary 1965-1971, 1970-1978, 1975-1982, 1976-1985, 1979-1989; DNR GIS 1995 Inventory Data (September 1999 update); DNR GIS Unpublished Inventory Data (1997-2003). Note: Figures have been rounded.

Figure 4. Provincial forest area by age classes over 61 years as percentage of total forest area from 1958-2003. Sourced from GPI Atlantic (2008).

There are still areas of public land in Lunenburg county with pockets of old forest or mixed aged/old forest. The public land in the designated watershed of Bridgewater is one instance, as are public lands north of Chester and a few other areas in Lunenburg.

- Old forests are special. You can feel it. People need old forests on public land.
- And they store more carbon
- They support more diverse forms of life
- They cleanse water and regulate its flow
- They are less flammable and more resilient

- Only 4% of Lunenburg County forests are protected.
- Lunenburg has lost over 13% of tree cover in the past 20 years.
- Forests are the most reliable and best means of carbon sequestration, protection against biodiversity loss, and hope of meeting our climate goals.
- We are not opposed to all forestry.
- We are opposed to logging forests that should be protected

S.O.O.F.'s Petition to the Premier

WHEREAS our Government has committed in law to protecting 20% of Nova Scotia's lands and waters by 2030 but is continuing to permit logging of old forests of high conservation value on Crown land,

THEREFORE we, the undersigned residents of Nova Scotia, call upon the Premier to pause all harvesting and roadbuilding activities in forests over 80 years old on Crown land in Lunenburg County until such time as 20% of Nova Scotia's lands have been permanently protected.

We ask that the Mayor make the same request of the Premier on behalf of the Municipality of the County of Lunenburg





Municipality of the District of Lunenburg Planning & Development Services

July 18, 2023

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

Dear Mayor and Councillors:

The Policy & Strategy Committee, in session on Tuesday, July 18, 2023, made the following recommendations to Municipal Council:

1. That Municipal Council accept the proposed amendments to Policy 058, Fees as presented and hereby gives seven (7) days' notice of its intention to approve the proposed amendments at the July 25, 2023, Council Meeting.
2. That Municipal Council write a letter to the provincial minister responsible for Public Works, Kim Masland, requesting a crosswalk be located on School Street, and further that a flashing light be installed on the corner of highway 208 and School Street in New Germany.
3. That Municipal Council write a letter to the provincial minister responsible for Public Works, Kim Masland, requesting pedestrian lights be installed at the intersection of Logan Road and William Wile Road, in Wileville.

Respectfully submitted,

The Chair and Members
of the Planning Advisory Committee

/jh

Attachments

Council
Item: #10.1.1
Date: July 25, 2023
Authorization: T. MacEwan



Municipality of the District of Lunenburg

Request for Decision

Report to: Mayor and Municipal Council Members
Submitted by: April Whynot-Lohnes, Municipal Clerk
Date: July 25, 2023
Re: **Amendments to the Fees Policy – MODL 058**

Recommendation

That Municipal Council accepts the Policy and Strategy Committee’s recommendation to accept the amendments to the policy.

Executive summary

That Municipal Council accepts the Policy and Strategy Committee’s recommendation to accept the amendments to the policy.

Executive summary

The Policy and Strategy Committee, in session on July 18, 2023, reviewed the proposed amendments to MODL Policy 058 Fees. The amendments were two additions to the Administration and Finance Service Fees, Table 3. The new fees are for the Clean Energy Financing program and the Potable Water Supply Upgrades programs that are administered by Clean Foundation.

Section 48(1) of the **Municipal Government Act** states, “Before a policy is passed, **amended** or repealed, the Council will give at least seven days’ notice to all council members.” The Policy and Strategy Committee meeting of July 18, 2023, was hereby considered as Council’s notice.

If Council approves of the proposed Policy amendments, the following motion would be necessary.

“that Municipal Council approves the proposed amendments to MODL Policy 058 Fees as presented”.

Report Preparation	
Department	Administration
Report Prepared by	April Whynot-Lohnes
Report Approved by	
Date Reviewed by C.A.O.	

Municipality of the District of Lunenburg

Policy Details	
Name	Fees Policy
Number	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

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
Sawpit Floating Docks	\$125.00/season

Table 3 Administration and Finance Services Fees

Services	Fees
Dog Tag - Replacement	\$1.00
NSF Cheques	\$15.00
Tax Certificate	\$42.00
Tax Sale Administration Fee	\$160.00
Verbal Tax Information	\$11.00
Potable Water Supply Upgrading Administration Fee	\$250.00
Clean Energy Financing Administration Fee	\$250.00

Table 4 Engineering Services Fees

Services	Fees
Electric Vehicle Charging Station	\$1.05 per hour
Sewer Permit	\$120.00

Policy Adoption	
Date of Original Passage	January 11, 2011
Date of Notice of Intent to Amend/Repeal	July 18, 2023
Date of Council Approval	July 25, 2023
Effective Date (if different from Approval Date)	July 25, 2023
I certify that this Policy 058 Fees was adopted by Municipal Council as indicated above.	
Signature of Municipal Clerk	Date

Version	Amendment Description	Approval Date
Original V1	Policy 058 fees	January 11, 2011
V2	Fees for development related applications – planning areas	May 10, 2011
V3	Allows for all fees, except those included in other by-laws in one policy, and fee increases	February 12, 2019
	Effective date for V3	April 1, 2019
V4	Clarity that the 5% administrative fee for Private Road Maintenance & Improvement Charge is not exempted	February 25, 2020
V5	Housekeeping, addition of fee for Electric Vehicle Charger Charging Station	September 14, 2021
V6	CPI fees increase of 6% to all fees except EV, remove dog tags, MARC housings, and fax/photocopying	February 8, 2022
	Effective date of V6	April 1, 2022
V7	Add Sawpit Floating Dock fees to Table 2, Recreation	January 10, 2023
V8	Add Potable Water Supply Upgrade and Clean Energy Financing administration fees to Table 3.	July 25, 2023



Municipality of the District of Lunenburg

Request for Decision

Report to: Policy & Strategy Committee
Submitted by: April Whynot-Lohnes, Municipal Clerk
Date: July 18, 2023
Re: Amendments to the Fees Policy – MODL 058

Recommendation

That the Policy and Strategy Committee recommend that Municipal Council accept the proposed amendments to Policy 058, Fees as presented and hereby gives seven (7) days' notice of its intention to approve the proposed amendments at the July 25, 2023, Council Meeting.

Executive summary

At the June 13, 2023 meeting Council reviewed a proposed new bylaw for a loan lending program for potable water supply and made the following motion:

“that Municipal Council give notice of its intention to approve new By-law 047 Potable Water Supply Upgrade Lending Program, as presented, and conduct First Reading of same and give notice of intention to Second Reading on July 11, 2023”.

Council is scheduled to conduct second reading at their July 11, 2023 meeting and notice of publication will be posted July 19, 2023 indicating its effective date.

As there is an administrative fee associated with this new bylaw staff is also recommending an amendment to the Fees policy 058. The amendment is to add the fee which is administered by the Clean Foundation to table 3, Administration and Finance Service Fees.

In addition, staff would like to add the administrative fee associated with the Clean Energy Financing Program as it was not added at the time of the bylaw was amended. This program is also, administered by the Clean Foundation. The proposed policy revisions are attached for the committee's consideration.

Section 48(1) of the **Municipal Government Act** (MGA) states, “Before a policy is passed, **amended** or repealed, the Council will give at least seven days’ notice to all council members.” If the Policy and Strategy Committee accepts the recommendation, they will have met the requirements of Section 48(1) of the MGA.

Conclusion

The council may set fees under the Municipal Government Act, and to ensure transparency of what those fees are the fees policy was established. This provides clarity to both the public and staff in the administration of municipal related bylaws and programs.

Report Preparation	
Department	Administration
Report Prepared by	April Whynot-Lohnes
Report Approved by	
Date Reviewed by C.A.O.	

Copy

From: Pam Hubley
Sent: July 11, 2023 10:20 AM
To: Tina Robichaud-Bond
Cc: Chris Kennedy
Subject: Police Advisory Board Nomination

Hi Tina,
Can the following be added to the next Council meeting? (07/25/2023)

The nomination committee met on July 11, 2023.

The following motion was moved by Councillor Statton and seconded by Mayor Bolivar-Getson.

That the Nominating Committee recommend Council appoint Samir Upadhyay for the Police Advisory representative for the Municipality of the District of Lunenburg for 2023.

Thank You,

Pam Hubley

District 4 Councillor

Municipality of the District of Lunenburg

10 Allée Champlain Drive

Cookville NS B4V 9E4



From: Pam Hubley
Sent: July 18, 2023 10:15 AM
To: Tina Robichaud-Bond
Cc: Marta Selassie
Subject: Miller Point Peace Park

Hi Tina,

Can the following be added to the next Council meeting? (07/25/23)

The nomination committee met on July 18, 2023.

The following motion was moved by Councillor Statton and seconded by Councillor Whynot.

That the Nominating Committee recommend Council appoint the following applicants to serve as members-at-large on the Miller Point Peace Park Advisory Committee with terms ending in November 2024, 2026 and 2027: Rick Hebb (reappoint), Marie-Josée Ladouceur, Rebecca Baccardax and Sandra Sabourin.

Pam Hubley

District 4 Councillor

Municipality of the District of Lunenburg

10 Allée Champlain Drive

Cookville NS B4V 9E4



Council
Item: #10.3.1
Date: July 25, 2023
Authorization: T. MacEwan



Municipality of the District of Lunenburg

Request for Decision

Report to: Council

Submitted by: Jeff Merrill, MCIP, LPP, Director of Planning & Development Services

Date: July 25, 2023

Re: Electoral District Boundaries – Request from NSUARB

Recommendation

The Boundary Review Committee recommends to Council:

That Council advise the Nova Scotia Utility and Review Board (NSUARB) that Council accepts the proposed change of moving the electors in the community of West Northfield from proposed polling District 5 to proposed polling District 7.

Discussion

In December 2022 the municipality applied to the Nova Scotia Utility and Review Board (NSUARB) to confirm the number of councillors and alter the boundaries of polling districts. The NSUARB held a hearing on the matter on June 19, 2023.

On July 17, 2023, the Municipality received correspondence from the NSUARB, attached. The NSUARB letter is requesting further information from the municipality before coming to a final decision.

The key issue of the NSUARB is the -38.4% voter parity for the proposed District 7 (Cookville). The NSUARB has requested information as it pertains to adjusting the proposed council districts to move the community of West Northfield from proposed District 5 (New Germany) to the proposed District 7 (Cookville).

The community of West Northfield has 261 electors. Moving West Northfield from proposed District 5 (New Germany) to the proposed District 7 (Cookville) improves the voter parity of proposed District 5 from +11% to -1.1% which is within the 10% variance. The change also improves the voter parity in proposed District 7 by decreasing it from -38.4% to -26.2%. The voter parity in all other proposed districts remains the same. See revised voter parity Table 2 dated, below.

Table 1: Voter Statistics, Proposed Council Districts (Dec. 2022 NSUARB Application)

District	Voter (2020)	Percent of the total electors (%)	Voter Parity	
			%	#
1	2,079	9.7	-3.2%	-68.6
2	2,119	9.9	-1.3%	-28.6
3	2,221	10.3	3.4%	73.4
4	2,226	10.4	3.7%	78.4
5	2,384	11.1	11.0%	236.4
6	2,195	10.2	2.2%	47.4
7	1,323	6.2	-38.4%	-824.6
8	2,274	10.6	5.9%	126.4
9	2,350	10.9	9.4%	202.4
10	2,305	10.7	7.3%	157.4
Total electors	21,476			
Average electors per district	2147.6			
Total # of Councillors	10			

Voter data: 2020 provincial voter list provided by Elections NS

Table 2: REVISED Voter Statistics, Proposed Council Districts (July 18, 2023, NSUARB request)

District	Voter (2020)	Percent of the total electors (%)	Voter Parity	
			%	#
1	2,079	9.7	-3.2%	-68.6
2	2,119	9.9	-1.3%	-28.6
3	2,221	10.3	3.4%	73.4
4	2,226	10.4	3.7%	78.4
5	2,123	9.9	-1.1%	236.4
6	2,195	10.2	2.2%	47.4
7	1,584	7.4	-26.2%	-824.6
8	2,274	10.6	5.9%	126.4
9	2,350	10.9	9.4%	202.4
10	2,305	10.7	7.3%	157.4
Total electors	21,476			
Average electors per district	2147.6			
Total # of Councillors	10			

Voter data: 2020 provincial voter list provided by Elections NS

As noted in the NSUARB application, the service area in Cookville known as “Osprey Village” is projected to increase significantly. Using the same method, used in the NSUARB application, of estimating the future number of electors in Cookville staff calculated the impact of the Osprey Village development on the revised voter parity tables for 2024 and 2028.

It’s predicted that by 2024 there will be 438 voters added to Osprey Village (292 units * 1.5 voters/unit = 438 voters). With that one change the voter parity in District 7 (NSUARB revised) increases from -26.2% to -7.7%, and District 5 (NSUARB revised) decreases from -1.1% to -3.1%, Table 3.

After 2024 it’s expected that an additional 673 voters (449 units * 1.5 voters/unit = 673 voters) will be added to Osprey Village for a total of 1,111 new voters which would further raise the voter parity in District 7 (NSUARB revised) to +19.3%, see Table 4.

Table 3: Impact of Osprey Village on Voter Parity by 2024 (West Northfield revision).

District	2024	Voter Parity	
	Voter Impact of Osprey Village	%	#
1	2,079	-5.1%	-112
2	2,119	-3.3%	-72
3	2,221	1.4%	30
4	2,226	1.6%	35
5	2,123	-3.1%	-68
6	2,195	0.2%	4
7	2,022	-7.7%	-169
8	2,274	3.8%	83
9	2,350	7.2%	159
10	2,305	5.2%	114
Total electors	21,914		
Average electors per district	2191.4		
Total # of Councillors	10		

Table 4: Impact of Osprey Village on Voter Parity by 2028 (West Northfield revision).

District	2028	Voter Parity	
	Voter Impact of Osprey Village	%	#
1	2,079	-8.0%	-180
2	2,119	-6.2%	-140
3	2,221	-1.7%	-38
4	2,226	-1.4%	-33
5	2,123	-6.0%	-136
6	2,195	-2.8%	-64
7	2,695	19.3%	436
8	2,274	0.7%	15
9	2,350	4.0%	91
10	2,305	2.0%	46
Total electors	22,587		
Average electors per district	2258.7		
Total # of Councillors	10		

For reference, in MODL’s application to the NSUARB the estimated voter parity in 2024 was 8.8% in proposed District 5 and -19.6% in proposed District 7. The MODL application estimated voter parity in 2028 to be 5.5% in proposed District 5 and 7.8% in proposed District 7.

Conclusion

The Boundary Review Committee met on Tuesday July 18, 2023, to review the questions from the NSUARB along with a revised council district map and revised voter parity table. The committee also discussed the proposed change with the current Councillors who represent that area being proposed to change.

After discussion the committee could not identify any significant impact on communities of interest or any other relevant consideration for setting polling district boundaries under the Municipal Government Act. The committee then made the following recommendation to Council to accept the proposed revisions.

Report Preparation	
Department	
Report Prepared by	Jeff Merrill, MCIP, LPP, Director of Planning & Development Services
Report Approved by	
Date Reviewed by C.A.O.	



Nova Scotia Utility and Review Board

Mailing address

PO Box 1692, Unit "M"
Halifax, Nova Scotia
B3J 3S3
board@novascotia.ca
<http://nsuarb.novascotia.ca>

Office

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July 17, 2023

tom.macewan@modl.ca

Tom MacEwen CAO,
District of Lunenburg
10 Allée Champlain Drive
Cookville, NS B4V 9E4

Dear Mr. MacEwen:

M10936 – Municipality of the District of Lunenburg - Application to confirm the number of councilors and alter the number and boundaries of polling districts (s. 369 of the MGA) MB-22-41

This is to confirm that the Board panel assigned to this matter, consisting of Richard J. Melanson, LL.B., Panel Chair, and Bruce H. Fisher, MPA, CPA, CMA, Member, has been reviewing this application following the hearing on June 19, 2023.

A key issue the Board is considering is the voter parity variance of -38.4% for the proposed District 7, based on current population statistics. The Board understands the Municipality's position that significant growth is expected in District 7 in the near term. The Board further understands that this development, which is well under way, is expected to bring the voter parity variance down to approximately -20% before the next municipal election in 2024.

That said, the projected development would still leave District 7 with a significant variance from the target of +/-10%. As well, projects that might bring voter parity more in line with the Board's target variances for future municipal elections are not as mature.

At the hearing, the Board asked questions about the number of electors in the community of West Northfield. The response indicated there were 261 electors in that community, which is contiguous with District 7. West Northfield is in the proposed District 5. This district has a projected voter parity variance of +11%.

Given the foregoing, the Board felt it advisable to obtain further information before coming to a final decision. The Board would, therefore, request responses to the following questions:

- 1) Please confirm there are 261 electors in West Northfield.

- 2) What impact on voter parity variances would flow from moving the community of West Northfield from District 7 to District 5? Please provide an updated voter parity chart showing variances if North Westfield were moved from the proposed District 7 to the proposed District 5.
- 3) Would moving West Northfield from District 7 to District 5 impact communities of interest?
- 4) Aside from voter parity and communities of interest, would moving West Northfield from the proposed District 7 to the proposed District 5 give rise to any other relevant considerations in setting polling district boundaries under the *Municipal Government Act*?
- 5) Please provide any other comments or submissions you deem appropriate about the possibility of moving West Northfield from District 7 to District 5.

The Board requests your response by **Friday, August 4, 2023**. Should you have any questions about the foregoing, please contact the undersigned.

Yours very truly,



Bruce Kiley
Chief Clerk of the Board

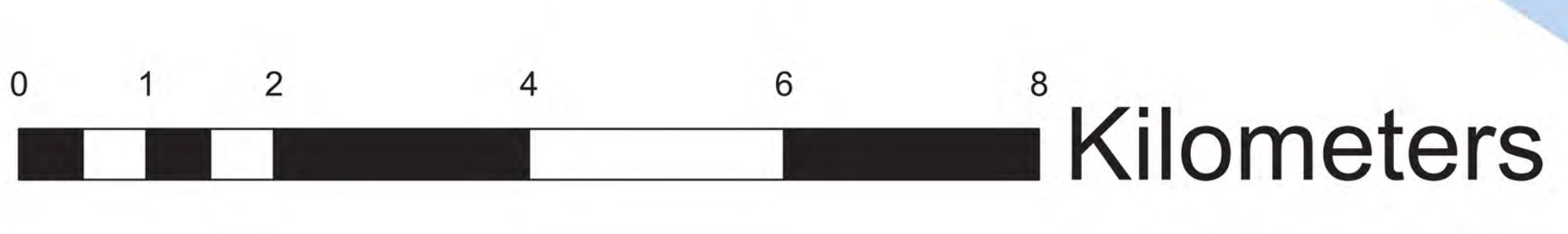
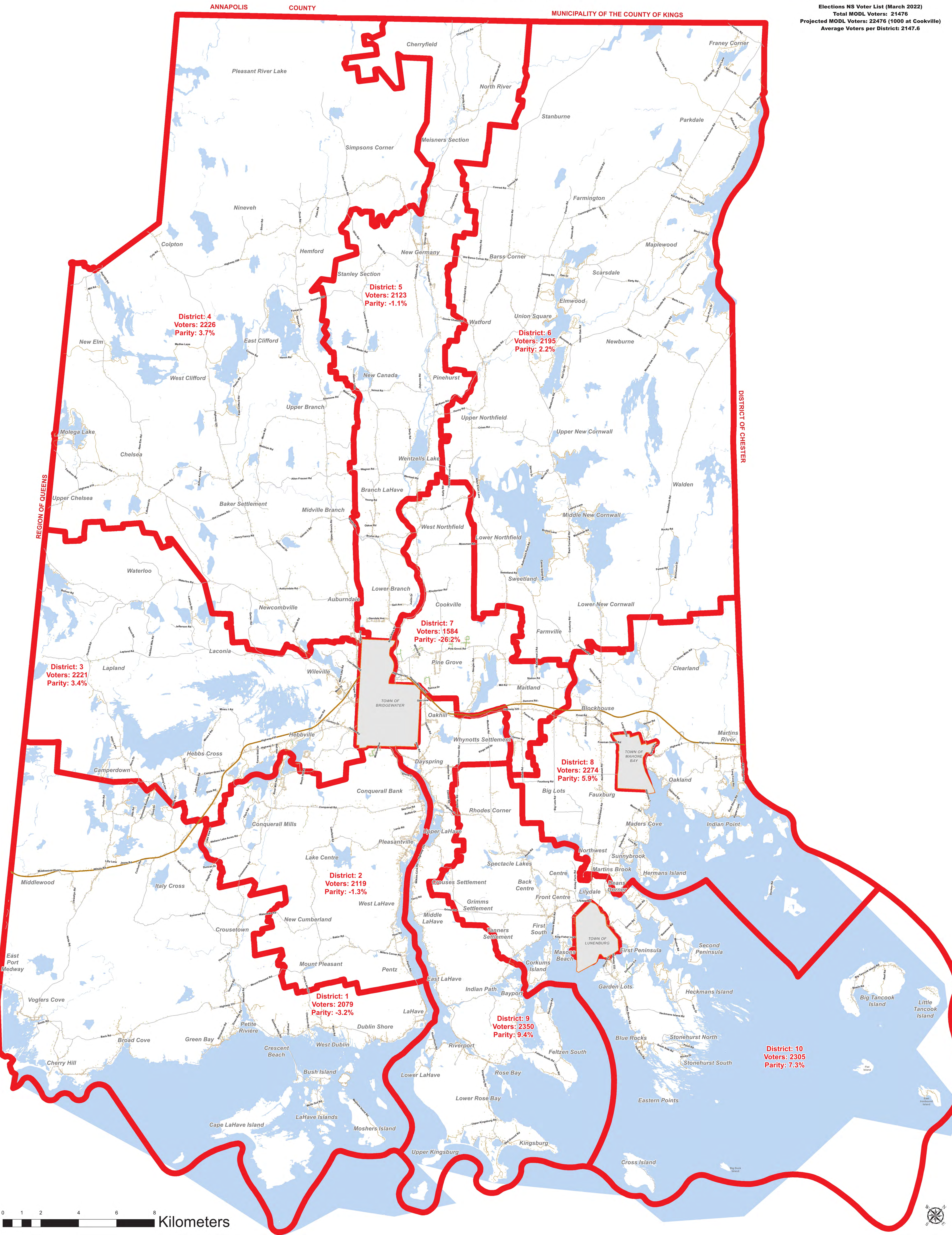
c: The Honourable John Lohr
Minister of Municipal Affairs and Housing

Carolyn Bolivar-Getson
Mayor of the Municipality of the District of Lunenburg

Municipality of the District of Lunenburg
**PROPOSED COUNCIL
DISTRICT BOUNDARIES**
UARB revision request July 2023

- Elector Civics MODL
- Town Boundaries
- Highway 103
- Provincial Road
- Municipal Road
- Private Road
- Proposed Council Districts - UARB revision July 2023
- Waterbody

Elections NS Voter List (March 2022)
Total MODL Voters: 21476
Projected MODL Voters: 22476 (1000 at Cookville)
Average Voters per District: 2147.6



Council
Item: #11.1.1
Date: July 25, 2023
Authorization: T. MacEwan



Municipality of the District of Lunenburg

Report to Council

Report To: Mayor Bolivar-Getson & Municipal Council
Submitted By: Chris Kennedy, Fire Services Coordinator
Date: July 25, 2023
Re: Proposed Fire Tax Rates for 2023-2024

Fire Tax Rates 2023-2024

Attached are the requested fire tax rates from Municipal Fire and Emergency Services providers for the fiscal year 2023-2024. The areas that have been highlighted denote those departments that have requested a change in their rates for this fiscal year.

The Italy Cross Middlewood & District F.D. proposed a rate increase from 0.12 to 0.15 with a supporting budget. After the department's budget presentation and lengthy discussion, the ratepayers voted against the increase at the annual ratepayers meeting for a second year in a row. Therefore, the rate will remain at 0.12 for the 2023-24 fiscal year. Also of note, The Martins River Fire Protection Commissioners for the District of Martins River, Fire Department requested a rate reduction from 0.20 to 0.18.

These rates are being recommended to Council for approval for the 2023-2024 fiscal year and, if Council agrees the following motion would be necessary:

Motion

“That Municipal Council approves the fire tax rates per \$100 of assessment for the year ending March 31, 2024, as presented”.

Report Preparation	
Department	Administration
Report Prepared by	Chris Kennedy, Fire Services Coordinator
Report Approved by	
Date Reviewed by C.A.O.	



Municipality of the District of Lunenburg

Fire & Emergency Services

Municipality of the District of Lunenburg
 Fire Tax Rates per \$100 of Assessment
 For the year ending March 31, 2023

Fire Department	2021/2022	2022/2023	2023/2024
Name	Rate	Rate	Proposed
Big Tancook Island ERA	0.15	0.15	0.17
Blockhouse FD	0.142	0.142	0.142
Clearland Fire Protection (MAB)	0.11	0.11	0.11
Conquerall Bank FD	0.15	0.15	0.15
Cornwall and District FD	0.10	0.10	0.10
Dayspring & District Fire Protection	0.15	0.20	0.20
District 1 and 2 Fire Commission	0.07	0.07	0.07
Hebbs Cross FD	0.15	0.15	0.15
Hebville FD	0.11	0.11	0.11
Hemford & District FD	0.17	0.17	0.17
Indian Point FD	0.10	0.12	0.12
Italy Cross/Middlewood FD	0.12	0.12	0.12
Lahave FD	0.13	0.13	0.13
Lapland and District FD	0.12	0.12	0.12
Maders Cove Fire Protection (MAB)	0.11	0.11	0.11
Martins River FD	0.20	0.20	0.18
Midville and District FD	0.17	0.17	0.17
New Germany Volunteer FD	0.15	0.15	0.15
Northfield and District FD	0.14	0.14	0.14
Oakhill and District FD	0.17	0.17	0.17
Oakland Fire Protection (MAB)	0.11	0.11	0.11
Petite Riviere FD	0.17	0.17	0.17
Pleasantville and District FD	0.13	0.13	0.13
Riverport FD	0.12	0.12	0.12
Tri District Fire/Rescue	0.15	0.134	0.134
United Communities FD	0.12	0.12	0.12
Walden FD	0.15	0.15	0.15

Shaded area denotes a change in fire tax rate.

In addition to the above noted rates all Fire Departments have a rate of .01 per acre for forestry land assessment class code 06 and 07.

Council
Item: #11.2.1
Date: July 25, 2023
Authorization: T. MacEwan



Municipality of the District of Lunenburg

Request for Decision

Report to: Municipal Council
Submitted by: Trudy Payne, Director of Recreation, Parks & Tourism
Date: July 25, 2023
Re: New Elm Church Grant request – New Roof

Recommendations

That Council for the Municipality of the District of Lunenburg approve a \$4,000 grant to the New Elm Church to assist them in replacing the roof with a metal roof; and furthermore, that \$875 come from the annual operating/major recreation capital grant funds and the remaining \$3,125 come from the Council contingency account.

Background

On July 4, 2023, a presentation was made to the Finance Committee by the New Elm Church requesting funding in the amount of \$6,000 to replace the roof on the church with a new metal roof. The New Elm Church is a heritage building and has received permission from the Municipal Heritage Committee and Council to install a metal roof. The Church received two quotes and stated they would like to proceed with the \$12,265.79 quote received from Walls due to the roofing being of higher quality and it comes with warranty. The Church has raised \$6,265.75.

Executive Summary

The New Elm Church does qualify under the Municipality’s Major Recreation Capital Grant as it is a “municipally, provincially or federally registered heritage Property, within MODL, used for community purposes” and a “registered charity or non-for-profit organization”. The deadline to apply for this funding was originally March 1 but extended to April 28, 2023, due to changes being made to the policy. It is stated in the policy that Council will review late applications only after those applications received by the deadline are reviewed first. Council recently awarded funds from the Annual Operating/Major Recreation Capital grant fund and with these

disbursements \$875.00 is remaining in this grant funding program. With only \$875 remaining the New Elm Church came and made a presentation to make a special funding request.

Based on the presentation staff used the same criteria that were used for all the applications made under the Annual Operating and Major Recreation Capital grants categories and is recommending that Council award funding in the amount of \$4,000.

The Church is a community focal point and a heritage building that should be preserved. It is through the hard work of volunteers that this heritage facility will remain an icon in the community.

The New Elm Church has not requested funding from Council in recent years.

Summary

Based on using the same assessment criteria used for the 2023 annual operating and major recreation capital grants staff are recommending that Council award the New Elm Church \$4,000 with the remaining \$875 to be used from the annual operating/major recreation capital funding pot and the remaining to come from the Council contingency account.

Report Preparation	
Department	Recreation, Parks & Trails
Report Prepared by	Trudy Payne, Director of Recreation, Parks & Trails
Report Approved by	
Date Reviewed by C.A.O.	

Council
Item: #11.2.2
Date: July 25, 2023
Authorization: T. MacEwan



Municipality of the District of Lunenburg

Request for Decision

Report to: Municipality of the District of Lunenburg Council
Submitted by: Ruth Wawin, Tourism & Event Development Officer
Date: July 25, 2023
Re: Major Events Grant Application New Germany Canada Day
New Germany Canada Day Committee

Recommendation

That Municipal Council approve the New Germany Canada Day Committee's application for funding through the Major Event Grant in the amount of \$3,000 for Canada Day in New Germany.

Executive summary

The application satisfies the Major Events Grant's purpose of growing large-scale events that create a positive economic impact for the Municipality.

As per the Approval Process and Procedures of the Community Grant Program/Sponsorship Request Policy MODL043, applications requesting more than \$2,500 require Council's approval. It is the recommendation of staff to approve the New Germany Canada Day Committee's grant application in the amount of \$3,000 for Canada Day.

Discussion,

On June 27, 2023 Municipal Council passed the following motion:

"that Municipal Council invite the New Germany Canada Day Committee to make application under the Major Events Grant category for their Canada Day Celebrations as the New Germany Canada Day event received significantly less funds than applied for from the Celebrate Canada Funding and as this event fits the grant criteria of being a large event".

The New Germany Canada Day Committee received significantly less in Federal Funding than the amount that was anticipated, therefore, Municipal Council invited the New Germany Canada Day Committee to apply through the Major Event Grant for additional funding.

Canada Day in New Germany draws many people into New Germany to enjoy the Children’s Parade, ox pull, the Grand Street Parade, Garden Party, games, entertainment, and fireworks. Local businesses experience an increase in sales from the influx of consumers in the area. Celebrations such as Canada Day in New Germany bring people together and foster a sense of community among residents.

The Canada Day Committee did receive a community event grant in the amount of \$2,000. If Council approves the \$3,000 from the Major Events grant the \$2,000 previously awarded will readjusted to come from the Major Events grant account.

Budget implications

The approved amount is within budget.

Strategic plan

Approving this grant application is in alignment with MODL’s mission of being sustainable community builders by fostering a sense of community among residents. In addition, funding this event aligns with the Municipality’s Values of Thriving Communities.

Alternatives

- 1) Approve the recommended amount of \$3,000.
- 2) Approve an alternative amount of funding.
- 3) Do not approve funding request.

Conclusion

The application submitted by the New Germany Canada Day Committee meets the eligibility requirements for the Major Events Grant as laid out in Community Grant Program/Sponsorship Request Policy MODL043. It is the recommendation of staff to approve the New Germany Canada Day Committee’s grant application in the amount of \$3,000 for Canada Day in New Germany.

Report Preparation	
Department	Recreation, Parks & Tourism
Report Prepared by	Ruth Wawin, Tourism & Event Development Officer
Report Approved by	Trudy Payne, Director of Recreation, Parks & Tourism
Date Reviewed by C.A.O.	

Council
Item: #11.2.3
Date: July 25, 2023
Authorization: T. MacEwan



Municipality of the District of Lunenburg

Request for Decision

Report to: Municipality of the District of Lunenburg Council
Submitted by: Ruth Wawin, Tourism & Event Development Officer
Date: July 25, 2023
Re: Major Events Grant Application South Shore Exhibition

Recommendation

That Municipal Council approves the South Shore Exhibition application for funding through the Major Event Grant in the amount of \$5,000.

Executive summary

The application satisfies the Major Events Grant's purpose of growing large-scale events that create a positive economic impact for the Municipality.

As per the Approval Process and Procedures of the Community Grant Program/Sponsorship Request Policy MODL043, applications requesting more than \$2,500 require Council's approval. It is the recommendation of staff to approve the South Shore Exhibition's grant application in the amount of \$5,000 for the South Shore Exhibition taking place July 25th to July 30th.

Discussion

The South Shore Exhibition is the largest Agriculture Exhibition in Nova Scotia and takes place from July 25th to July 30th in Bridgewater. The Exhibition draws approximately 40,000 people throughout the five-day event. Activities throughout the week include ox pulls, woodsmen competitions, 4-H shows, and live entertainment taking place on the main stage. The amusement rides and carnival games are popular attractions, especially for families with children.

The exhibition attracts locals and visitors who create a positive economic impact for the area by spending money at local businesses, restaurants, hotels, and shops.

The application included a funding request for \$20,000, to ensure we maintain funds in the budget for future Major Event Grant Applications during this fiscal, the recommended amount of funding to approve for this event is \$5,000.

Budget implications

The approved amount is within budget.

Strategic plan

Funding this event aligns with the Municipalities’ Values of Thriving Communities. Large scale events play a significant role in creating thriving communities. These events provide opportunities for people to come together, connect, and engage with each other. By participating in community events, individuals can build social connections, establish a sense of belonging, and develop a shared identity. Community events also promote a sense of pride and ownership in the local area.

Approving this grant application is in alignment with MODL’s mission of being sustainable community builders by fostering a sense of community among residents.

Alternatives

- 1) Approve the recommended amount of \$5,000.
- 2) Approve an alternative amount of funding.
- 3) Do not approve funding request.

Conclusion

The application submitted by the South Shore Exhibition meets the eligibility requirements for the Major Events Grant as laid out in Community Grant Program/Sponsorship Request Policy MODL043. It is the recommendation of staff to approve the South Shore Exhibition grant application in the amount of \$5,000.

Report Preparation	
Department	Recreation, Parks & Tourism
Report Prepared by	Ruth Wawin, Tourism & Event Development Officer
Report Approved by	Trudy Payne, Director of Recreation, Parks & Tourism
Date Reviewed by C.A.O.	

Council
Item: #11.3.1
Date: July 25, 2023
Authorization: T. MacEwan



Municipality of the District of Lunenburg

Request for Decision

Report to: Council

Submitted by: Stephen W. Pace, Director of Engineering and Public Works

Date: July 25, 2023

Re: Cost Sharing Agreement on the Paving of Subdivision (J Class) Streets with the Nova Scotia Department of Public Works – 3 Year Term

Recommendation

Council approve and sign the Cost Sharing Agreement on the Paving of Subdivision (J Class) Streets with the Nova Scotia Department of Public Works for a 3-Year Term.

Executive Summary

The Province has invited MODL to sign a new Cost Sharing Agreement on the Paving of Subdivision (J Class) Streets with the Nova Scotia Department of Public Works for a 3-Year Term. This Agreement will give MODL the ability to leverage approved operating funds to get more roads paved, Staff are recommending Council approve and sign the new Cost Sharing Agreement.

Discussion

The Municipality has been successful in having a number of J Class roads paved in recent years by participating in the Nova Scotia Department of Public Works' J Class Road Cost Sharing Agreement. This Agreement is up for a 3-year renewal. Annually MODL submits a list of J Class roads it recommends be paved to the Department of Public Works. Each year the Province cost shares road paving projects as budgets allow.

This Agreement allows for MODL to have road paving done on J Class Roads with a 50 percent funding contribution from the Province. This provides benefit to MODL residents while leveraging MODL funds by getting more road paving work completed.

Budget Implications

Funds have been allocated in the approved Operating Budget to share the cost of paving of J Class Roads with the Nova Scotia Department of Public Works. A total of \$350,000 has been allocated in the 2023-2024 Operating Budget. A further \$350,000 has been allocated for the next three years of the proposed new Cost Sharing Agreement in MODL’s 5-year Operating Budget.

Strategic Plan

The Cost Sharing Agreement on the Paving of Subdivision (J Class) Streets is in line with Council’s ongoing commitment to road maintenance.

Work Plan

This road paving aligns with the need to maintain roads in MODL.

Alternatives

The alternative is to not to sign the Agreement and not participate in cost sharing the paving of J Class roads.

Conclusion

To approve and sign the Cost Sharing Agreement on the Paving of Subdivision (J Class) Streets with the Nova Scotia Department of Public Works for a 3-Year Term.

Report Preparation	
Department	Department of Engineering & Public Works
Report Prepared by	Stephen W. Pace, Director of Engineering and Public Works
Report Approved by	
Date Reviewed by C.A.O.	



Department of Public Works
Highway Engineering and
Construction – Capital Programs

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

Bus: 902-424-0897
Fax: 902-424-0571
E-mail:
laura.cunningham@novascotia.ca

Mr. Tom MacEwan
Chief Administrative Officer
Municipality of the District of Lunenburg
10 Allée Champlain Drive
Cookville, NS B4V 9E4

Dear Mr. Conrod:

RE: THREE YEAR COST SHARE AGREEMENT FOR SUBDIVISION STREETS

The current three-year agreement for the paving of subdivision streets expires March 31, 2024. Attached is an electronic copy of the new three-year agreement to be entered into with the Minister of Public Works to continue this program.

The document will cover the terms of the agreement but will not list any specific subdivision roads that are to be paved.

For each of the three years covered by the agreement, the Municipality will be asked to submit a prioritized list of roads for the next fiscal year.

The Minister will return a letter advising of the approved roads for that fiscal year. Once the Municipality agrees to the approved list, it will become part of the agreement.

Please complete and affix the Municipal Seal on the Resolution of Council authorizing the Mayor and a designate to sign the agreement, then have the Mayor and the designate sign the agreement, have witnessed, and affix the Municipal Seal. **Please return all documents to me electronically on or before July 31, 2023.**

The Department requests that the Municipality return the attached agreement, whether you currently intend to submit subdivision roads for the program. Signing the outline agreement in no way commits the Municipality to the cost-sharing of the paving of any subdivision roads unless an approved list is accepted in any fiscal year of the agreement. However, not having a signed agreement on file will prevent the Municipality from requesting any subdivision paving under this program for the next three fiscal years.

Yours truly,

Laura Cunningham

Laura Cunningham
Capital Program Administration Officer



Public Works

COST SHARING AGREEMENT NO. 2023-015

THIS COST SHARING AGREEMENT ON THE PAVING OF SUBDIVISION (J-CLASS) STREETS (this “Agreement”) is effective as of the _____ day of _____, 2023 (the “Effective Date”).

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NOVA SCOTIA, as represented by the Minister of Public Works (the “Province”)

-and-

MUNICIPALITY OF THE DISTRICT OF LUNENBURG, a municipal corporation incorporated pursuant to the *Municipal Government Act.*, S.N.S. 1998, c. 18 (the “Municipality”)

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BACKGROUND:

1. Section 308 of the *Municipal Government Act*, S.N.S. 1998, c. 18 (the “**Act**”), provides that all streets in a municipality are vested absolutely in the municipality. Section 307 of the Act provides that this does not include streets that are vested in His Majesty in Right of the Province.
2. The parties agree that it is in the best interests of the public to cooperate with each other on the construction, improvement, alteration, repair, cleaning and clearing of Village and Subdivision Streets (as hereinafter defined).
3. By Order in Council dated May 12, 1988, the Province’s Executive Council approved a paving and cost-sharing program for these Village and Subdivision Streets.
4. The *1996 Provincial-Municipal Service Exchange Agreement* (the “**Service Exchange Agreement**”) specifies that cost-sharing on Village and Subdivision Streets is to be apportioned between the Province and the participating municipalities on a uniform 50-50% basis.
5. This Agreement outlines the parties’ joint understandings, commitments, and terms and conditions associated with the paving and cost-sharing of Village and Subdivision Streets, all in accordance with the Service Exchange Agreement, the *Public Highways Act*, R.S.N.S. 1989, c. 371 and the *Municipal Government Act*, S.N.S. 1998, c. 18.

AGREEMENT:

In consideration of the mutual covenants and agreements in this Agreement, the receipt and sufficiency of which are acknowledged by the parties, and subject to the terms and conditions of this Agreement, the parties, intending to be bound, agree as follows:

1. **Definitions.** In this Agreement, unless something in the subject matter or context is inconsistent therewith, the following terms have the meanings set forth below:

- (a) “*Additional Work*” has the meaning given to it under Section 5 (*Additional Works*).
- (b) “*Agreement*” means this Agreement.
- (c) “*Business Day*” means any day other than a Saturday, Sunday or a holiday as defined in the *Interpretation Act*, R.S.N.S. 1989, c. 235.
- (d) “*Confidential Information*” has the meaning given to it in Section 15 (*Confidentiality*).
- (e) “*Cost Estimate*” has the meaning given to it in Subsection 3.3.
- (f) “*Fiscal Year*” means the 12-month period beginning on April 1 and ending on March 31.
- (g) “*Force Majeure Event*” has the meaning given to it in Section 16 (*Force Majeure*).
- (h) “*Notice of Acceptance*” has the meaning given to it in Subsection 3.4.
- (i) “*Paving*” means: (i) the work of grading, gravelling, culvert repair and required upgrading of Village and Subdivision Streets to meet industry-standard specifications; (ii) paving, repaving, or double chip sealing of Village and Subdivision Streets; and (iii) pre-engineering, design, on-site engineering supervision and inspection, and incidental services that are required from the edge of the roadway to the limit of the right of way. For greater certainty, “*Paving*” does not include feasibility studies, construction, reconstruction, relocation, repairs, or adjustments of sidewalks, water lines, fire hydrants, sanitary sewers, sanitary sewer manholes, catch basins, water valves, utility poles, street lighting or similar work on infrastructure that accompanies a Village and Subdivision Street.
- (j) “*Village and Subdivision Street(s)*” means streets located in the Municipality that are: (i) constructed prior to April 1, 1995; and (ii) under the administration and control of the Province.

2. **Term of Agreement.** This Agreement shall be effective from the Effective Date to the earlier of: (i) the date on which the Service Exchange Agreement expires or is terminated; or (ii) March 31, 2027. This Agreement applies to Fiscal Years 2024-25, 2025-26 and 2026-27.

3. **Designation and Acceptance of Streets.**

3.1 In order to have the Paving of one or more Village and Subdivision Streets cost-shared under this Agreement for a Fiscal Year, the Municipality must first provide the Province with advance notice of its intention to participate in the Province’s Paving program. This notice must be provided to the Province on or before October 31 of each year (commencing in the year prior to the first Fiscal Year to which this Agreement applies).

- 3.2 If the Municipality provides notice to the Province in accordance with Subsection 3.1, then the Municipality shall, at the same time, submit a list of the Village and Subdivision Streets it proposes be considered by the Province for Paving (the “**Road Submission List**”).
 - 3.3 After receiving the Road Submission List, the Province shall review the Road Submission List and notify the Municipality of: (i) the Village and Subdivision Streets that the Province accepts for Paving; and (ii) the anticipated costs for such Paving (the “**Cost Estimate**”).
 - 3.4 After receiving the Cost Estimate (but in no event later than twenty 20 Business Days from the date of its receipt), the Municipality shall notify the Province whether it accepts the Province’s list of approved Village and Subdivision Streets and the related Cost Estimate for Paving such streets (the “**Notice of Acceptance**”).
 - 3.5 If the Municipality does not provide a notice to the Province under Subsection 3.1 or a Notice of Acceptance under Subsection 3.4 by the specified times, the Municipality will be deemed to have elected not to participate in the Province’s paving and cost-sharing program for the Fiscal Year in question.
 - 3.6 After receipt of the Municipality’s Notice of Acceptance, the Province shall perform the Paving and any Additional Work that may be required for the identified Village and Subdivision Streets. As between the parties, the Province shall be responsible for all construction oversight and management of work required for Paving and any Additional Works.
4. **Payment of Construction Costs.** The Municipality shall pay: (i) fifty percent (50%) of the costs related to Paving performed by the Province, plus applicable taxes; and (ii) one hundred percent (100%) of the costs related to any Additional Work performed by the Province, plus applicable taxes. These payments must be made within sixty (60) days of the Municipality’s receipt of the Province’s applicable invoice(s).
 5. **Additional Works.** If the Paving of a Village and Subdivision Street requires that the Province adjust manholes, catch basins, or water valves, then the Province shall perform such adjustments as part of the subject street’s Paving (“**Additional Work**”). Additional Work will be performed at the Municipality’s full cost, in accordance with Section 4 (*Payment of Construction Costs*). The Municipality will be invoiced by the Province at the standard unit price for the required Additional Work, and the Municipality shall pay the Province promptly (and in no event later than sixty (60) days) after its receipt of any such invoice.
 6. **Work May be Subcontracted.** The Province may conduct a competitive tendering process for the selection of one or more contractors capable of completing the Paving and any Additional Work contemplated by this Agreement, in accordance with the Province’s *Procurement Policy*.
 7. **Costs Over Estimate.** Where the Province conducts a tendering process pursuant to Section 6 (*Work May be Subcontracted*), then if the total approved tender price exceeds the Province’s Cost Estimate by more than ten percent (10%), then the Province shall, before awarding a contract for Paving and any Additional Work, and subject to any confidentiality requirements outlined in its

tender document and the proponent's bid submission, provide the Municipality with the details of the successful bid, including all details pertaining to the proponent's pricing submission. The Municipality shall, within ten (10) Business Days of receipt of such bid details, provide the Province with written acknowledgment of its consent to the Province awarding the tender, which consent will not be unreasonably withheld. If the Municipality reasonably withholds its consent to the award of the tender, then the subject Paving or Additional Work will not proceed.

8. **Cost Overruns.** Subject to Section 7 (*Costs Over Estimate*), the Municipality shall pay for any cost overruns associated with the Paving of the Village and Subdivision Streets or any Additional Work. Cost overruns (if any) will be reflected on the Province's invoice(s) to the Municipality.
9. **Appropriation of Future Funds.** Notwithstanding anything else contained in this Agreement, in the event this Agreement extends into a Fiscal Year subsequent to its execution, continuation of this Agreement is conditional upon an appropriation of sufficient monies under the *Finance Act* (Nova Scotia) to enable the Province to make the payments committed to the Municipality. In the event that sufficient monies are not available as a result of: (i) non-appropriation for the Fiscal Year in which payment becomes due; and (ii) the payment being neither charged nor chargeable to an appropriation for a previous Fiscal Year, the Province may terminate this Agreement, without any further liability, cost or penalty whatsoever, upon giving thirty (30) days' notice to the Municipality. Termination will become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.
10. **Permits and Approvals.** The Municipality shall obtain all material permits, approvals, authorizations and consents that may be required in order for the Province to perform its duties and obligations under this Agreement. The Municipality acknowledges and agrees that the Province shall not be obligated to perform any Paving or any other duty until such permits, approvals, authorizations and consents are obtained. For greater certainty, this includes any leases to or licences over land that may be required to perform Paving of the Village and Subdivision Streets.
11. **Indemnification by the Municipality.** The Municipality agrees to indemnify and save harmless the Province and its officers, employees and agents from all liabilities, fines, suits, claims, demands and actions, of any kind and nature for which the Province or its officers, employees or agents shall or may become liable or suffer by reason of any breach, violation or non-performance by the Municipality of any covenant, term or provision hereof or by reason of any death or injury of any person or any damage or destruction of any property resulting from any act, neglect or default on the part of the Municipality or any of its servants, employees, agents, invitees or licensees whatsoever.
12. **Release from Liability.** The Municipality hereby releases the Province from any claim that may arise from construction delays or cost overruns in relation to the Paving of Village and Subdivision Streets.
13. **Disclaimer of Consequential or Indirect Damages.** Neither party will be liable to the other for any special, incidental, punitive, indirect or consequential damages arising out of or in connection with this Agreement, including lost revenue or lost profits, even if foreseeable or if a party has been advised of the possibility of such damages, and regardless of the basis on which a party is

entitled to claim (including fundamental breach, negligence, misrepresentation, or other contract or tort claim).

14. **Construction Warranty.** The Province shall obtain a contractual warranty under its contract with the contractor(s) for the Work. This warranty will be in accordance with the requirements under the *Standard Specification – Highway Construction and Maintenance*. The Province makes no other warranties whatsoever with respect to the Work, express or implied, including warranties of merchantability and warranties of fitness. The Municipality acknowledges that all such warranties are disclaimed by the Province.
15. **Confidentiality.** The Municipality acknowledges and agrees that all Confidential Information will be received in the strictest confidence and will be held and used only in accordance with and subject to the terms of this Agreement. The Municipality shall retain such information in confidence and shall treat such information with a degree of care no less than the degree of care that the Municipality employs for the protection of its own information of a similar nature. “**Confidential Information**” means any and all information identified as confidential or marked as confidential Information by the Province or is clearly recognizable as confidential information to a prudent person with no special knowledge of the Province’s business, that has or will come into the possession or knowledge of the Municipality, or to which the Municipality has access in connection with or as a result of this Agreement. “Confidential Information” does not include information that is: (a) publicly available when it is received by or becomes known to the Municipality; (b) is already known to the Municipality at the time of its disclosure to the Municipality and is not known by the Municipality to be the subject of an obligation of confidence of any kind; (c) independently developed or obtained by the Municipality; or (d) received by the Municipality in good faith without an obligation of confidence of any kind from a third party who the Municipality had reason to believe was lawfully in possession of such information free of any obligation of confidence of any kind.
16. **Force Majeure.** No party is responsible for a failure to fulfil its obligations under this Agreement or for delay in doing so if such failure or delay is due to a Force Majeure Event. If either party is prevented from or delayed in performing any of its obligations under this Agreement because of a Force Majeure Event, then the party claiming the Force Majeure Event shall promptly notify the other party which outlines the particulars of the Force Majeure Event including details of the nature of the event, its expected duration and the obligations under this Agreement that will be affected by the Force Majeure Event. A “**Force Majeure Event**” means the occurrence of one or more of the following events or any other event that is beyond the reasonable control of a party, and that interferes with, delays or prevents performance of the obligations of a party under the Agreement, provided that the nonperforming party is without fault in causing or failing to prevent such occurrence: (a) catastrophic weather conditions or other elements of nature or acts of God; (b) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (c) other events which the parties expressly agree in writing as constituting a “Force Majeure Event”.
17. **Interpretation.** In this Agreement, unless something in the subject matter or context is inconsistent therewith, words importing the singular number include the plural and *vice versa*; words importing a gender include the masculine, feminine and neutral genders; and words importing persons include individuals, partnerships, companies, associations, trusts, government

agencies and any other form of organization or entity whatsoever.

18. **Governing Laws.** This Agreement will be governed by and construed in accordance with the laws of the Province of Nova Scotia.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements, understandings, representations or warranties, negotiations and discussions, whether oral or written, among the parties hereto with respect thereto, entered into prior to the date hereof, which are hereby terminated.
20. **Amendments.** No amendment of this Agreement will be binding unless in writing and signed by all the parties hereto.
21. **Waiver.** No waiver by any party hereto of any breach of any of the provisions of this Agreement will take effect or be binding upon such party unless in writing and signed by such party. Unless otherwise provided therein, such waiver will not limit or affect the rights of such party with respect to any other breach.
22. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision will be deemed to be severed from this Agreement and the remaining provisions will nevertheless remain in full force and effect.
23. **Further Assurances.** The parties agree to execute and deliver all such further documents and instruments and do, or cause to be done, all such acts and things as either party may reasonably consider necessary to evidence the intent and meaning of this Agreement.
24. **Counterparts; Electronic Execution.** This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute one and the same instrument. The parties agree that signatures transmitted, received and reproduced via electronic transmission, email or electronic signatures will be treated for all purposes of this Agreement as original signatures and will be deemed valid, binding and enforceable by and against all parties.
25. **Notices.** All notices, demands or other communications to be given in connection with this Agreement will be in writing and will be given by personal delivery, registered mail or by electronic means of communication addressed to the recipient as follows:

(a) to the Municipality at

Mr. Tom MacEwan
Chief Administrative Officer
Municipality of the District of Lunenburg
10 Allée Champlain Drive
Cookville, NS B4V 9E4
Tel (902) 902-541-1320
Email: tom.macewan@modl.ca

(b) to the Province at
Laura Cunningham
Capital Program Administration Officer
Johnston Building, 1672 Granville St.
P.O. Box 186
Halifax, NS B3J 2N2
Tel: (902) 424-0897
Email: laura.cunningham@novascotia.ca

(c) or, to such other address, individual or electronic communication number as may be designated by notice given by either party to the other in accordance herewith. Any demand, notice or other communication given by personal delivery will be conclusively deemed to be given on the day of actual delivery thereof and, if given by registered mail, on the fifth (5th) Business Day following the deposit thereof in the mail and if given by electronic communication, on the day of transmittal thereof if given during normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonable to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or communication will not be mailed but will be given by personal delivery or by electronic communication.

[signature page follows]

IN WITNESS WHEREOF the Province has hereunto subscribed its hand and affixed its seal and the Municipality has set and affixed its corporate seal authenticated by the signatures of the Mayor and the witness hereunto duly authorized.


SIGNED, SEALED and DELIVERED in the presence of:

His Majesty the King in Right of the Province of Nova Scotia, as represented by the Minister of Public Works


Witness

Kim Masland, Minister of Public Works

Date (Day-Month-Year)



Witness

Municipality of the District of Lunenburg


Carolyn Bolivar-Getson, Mayor




Witness



Resolution of Council Designate

Provincial Seal



Municipal Seal