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## **Municipal Council Meeting Agenda**

**Tuesday, March 10, 2026 – 6:00 p.m.**

**MODL Council Chambers – 10 Allée Champlain Drive, Cookville**

- 1. Call to Order**
  - 1.1 Mi'kma'ki Territorial Acknowledgement
- 2. Announcements, Acknowledgements, Recognition**
- 3. Public Input (15 Minutes)**
- 4. Changes/Approval of Agenda (as circulated)**
- 5. Approval of Minutes - February 24, 2026**
- 6. Business Arising from Minutes**
- 7. Awarding of Tenders/RFPs**
  - 7.1 Award of RFP 2025-05-403 Design Build – Sawpit Wharf Demolition, Construction of New Wharf with Floating Dock System, Kayak Launch and Boat Launch Upgrades..... 1-4
  - 7.2 Community Hub Commercial Kitchen Equipment Purchase and AV Equipment and Installation ..... 5-7
- 8. Presentations/Scheduled Times - Nil**
- 9. Consideration of Correspondence - Nil**
- 10. Recommendations from Committees & Boards**
  - 10.1 Finance Committee** **8**
    - 10.1.1 Clean Energy Financing & Water Supply Upgrade Program Administrative Fee Increase ..... 9-13
- 11. Staff Reports**
  - 11.1 Planning & Development**
    - 11.1.1 Municipal Planning Strategy and Wide Land Use By-law – Draft #2 ..... 14-25
    - 11.1.2 Expanded Public Input
    - 11.1.3 Council Deliberation
    - 11.1.4 Lunenburg County Wheels Pre-Budget Approval ..... 26-28

**11.2 Administration**

11.2.1 Cost Share Agreement for J-Class Streets – 3-year Renewal ..... 29-47  
11.2.2 Letter of Support for Central Nova ATV Club & LaHave River  
Trail Association Partnership ..... 48  
11.2.3 Conservation Easement & Forestry Property Taxation Report..... 49-53

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

- 12.1 MJSB Update
- 12.2 Deputy Mayor’s Update
- 12.3 Mayor’s Update

**13. Added Items**

**14. In Camera**

- 14.1 Contract Negotiations under Section 22(2)(e) of the MGA
- 14.2 Contract Negotiations under Section 22(2)(e) of the MGA
- 14.3 Personnel Matter under Section 22(2)(c) of the MGA

**15. Adjournment**

**Council**  
Item 7.1  
March 10, 2026  
Authorization: T. MacEwan



## **The Municipality of the District of Lunenburg**

### **Request for Decision**

**Report to:** Mayor and Council

**Submitted by:** Maria Butts, PMP, Project Manager

**Date:** March 10, 2026

**Re:** Award of RFP 2025-05-403 Design-Build – Sawpit Wharf Demolition, Construction of New Wharf with Floating Dock System, Kayak Launch and Boat Launch Upgrades

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### **Recommendation**

That Municipal Council award RFP 2025-05-403 Design-Build – Sawpit Wharf Demolition, Construction of New Wharf with Floating Dock System, Kayak Launch and Boat Launch Upgrades to Eagle Beach Contractors Ltd for an amount of up to \$1,482,720.00, including a 20% contingency and excluding HST, as pre-approved in the 2026-2027 capital budget.

### **Executive summary**

The Municipality requested Proposals from Design-Builders to demolish the existing closed wharf at Sawpit Wharf Park and design and construct a new timber pile wharf with a new and expanded floating dock system and accessible kayak launch. In addition, the Design-Builder will also design and complete upgrades to the existing concrete boat launch.

Of the two proposals received, Eagle Beach Contractors Ltd received the highest overall score and had the lowest price of \$1,235,600.00 plus HST. Council pre-approved \$2,000,000.00 for this project in the 2026/27 capital budget. Staff are seeking Council's approval to award the work to Eagle Beach Contractors Ltd.

### **Background**

In 2024, MODL secured Mills & Wright Landscape Architecture to carry out community consultation and prepare a Community Plan with options for the Sawpit Wharf Park development. Of the available options, the "Overall Concept Plan" was selected for

implementation. This plan includes upgrades to both water features and the existing green space, access road and parking areas. A Request for Proposal (RFP) was issued to secure an engineering design firm to provide detailed design based on the overall concept plan presented by Mills & Wright. This work was awarded to EXP Services Inc in Council on June 24, 2025. As part of the design work, a structural condition assessment of the existing wharf was completed in 2025. The assessment revealed widespread deterioration of the wharf which has led to the wharf being closed to the public. Due to the wharf closure, staff recommended that the first phase of implementing the Community Plan at Sawpit Wharf Park should focus on upgrading the existing water features so that the wharf could be promptly removed and a new wharf constructed. Council offered pre-budget approval for the replacement of the wharf and water feature upgrades on November 25<sup>th</sup>, 2025, allowing staff to expedite the project and post RFP 2025-05-403 to secure a Design-Builder to carry out the work in 2026-27.

## Discussion

RFP 2025-05-403 was issued on February 5, 2026, and closed on February 26, 2026 at 2:00pm local time. Two (2) Proposals were received and accepted by the deadline. The received and accepted Proposals are summarized in the table below:

Proponent	Met All Submission Requirements	Total Estimated Price (excl. HST)
Kerr Limited	Yes	\$ 2,396,852.00
Eagle Beach Contractors Ltd	Yes	\$ 1,235,600.00

The RFP was evaluated by a staff committee using the parameters below:

Criteria/Element	Value
<b>Technical Proposal</b>	
Section 1 – Company Overview, References and Project Team	20%
Section 2 - Proposed Work Schedule	20%
Section 3 – Project Understanding and Methodology	20%
Section 4 – Preliminary Plan	20%
<b>Cost Proposal</b>	20%
<b>Total</b>	100%

As noted in the following table, of the two Proposals submitted, Eagle Beach Contractors Ltd. received the highest overall ranking and has been identified as the Proponent that will provide best value to the Municipality for the services identified in the RFP. If approved, the Proponent can commence design without delay and complete the project by fall of 2026.

<b>Proponent</b>	<b>Cost Proposal (excl HST)</b>	<b>Technical Score</b>	<b>Financial Score</b>	<b>Total Score</b>	<b>Overall Rank</b>
Kerr Limited	\$ 2,396,852.00	69	10	79	2
Eagle Beach Contractors Ltd	\$ 1,235,600.00	75	20	95	1

### **Strategic Focus**

The development of Sawpit Wharf Park aligns with Council’s Strategic Priority of Quality of Life, Affordability and Social Inclusion.

### **Budget/Financial Implications**

Allowance for the cost of this project is set to be included in the approved 2026-2027 Capital Budget with allocated funding of \$2,000,000.00. Council offered pre-budget approval for this project on November 25, 2025. The projected cost, including a 20% contingency exclusive of HST is \$1,482,720.00. The project is expected to be completed within the budget.

### **Climate Change/sustainability**

Environmental changes driven by the effects of global warming will be factored in the design process. Design decisions will be made to ensure sustainability of the features in the park given the threat of rising sea levels and increased surface water drainage volumes resulting from more intense rainwater events.

### **Inclusion Diversity equity and Accessibility (IDEA@MODL)**

The Sawpit Wharf Park project will be designed and constructed in conjunction with and adhering to the Nova Scotia Built Environment Accessibility Standard Regulations and Accessible Design for the Built Environment CSA/ASC B651:23. This phase of the Sawpit Wharf Park project includes supply and installation of an accessible kayak launch.

### **Strategic Communications**

Extensive public engagement took place through Mills & Wright Landscape Architecture who was hired by MODL in 2024 to prepare a concept plan for the development of Sawpit Wharf Park.

### **Work plan**

The 2026 Design-Build work at Sawpit Wharf Park is one of the 2026/27 approved capital projects and supporting project delivery is part of the Departmental work plan.

## Alternatives

Council could alter the scope of work and reissue the RFP or not proceed with the project.

## Conclusion

MODL received two proposals to complete the Design-Build project at Sawpit Wharf Park. Eagle Beach Contractors Ltd received the highest overall average score of 95 out of 100 possible points. Staff are recommending awarding the work to Eagle Beach Contractors Ltd in the amount of \$1,482,720.00, including a 20% contingency and exclusive of HST.

Report Preparation	
Department	Engineering & Public Works
Report Prepared by	Maria Butts, PMP, Project Manager
Report Approved by	Project Management Committee
Date Reviewed by C.A.O.	

**Council**  
Item 7.2  
March 10, 2026  
Authorization: T. MacEwan



## **The Municipality of the District of Lunenburg**

### **Request for Decision**

**Report to: Council**

**Submitted by: Dave Waters Director of Economic Development**

**Date: March 10, 2026**

**Re: Community Hub Commercial Kitchen Equipment**

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#### **Recommendation**

**That Council authorizes staff to award Russell Hendrix the Commercial Kitchen and Business Hub Lounge Equipment list using the Kinetic GPO system, in the amount of \$221,555.81 not including HST.**

#### **Executive summary**

The District of Lunenburg is a member of Kinetics GPO vendor number is #11305.

Kinetic GPO is a Canadian group purchasing organization with public sector members across Canada. Contracts are awarded in compliance with National and Regional trade agreements. On behalf of our members, Kinetic has facilitated all of the upfront public procurement requirements as outlined by said trade agreements. Tender opportunities are posted on 8 different procurement websites, including the Province of Nova Scotia Procurement Portal. Contracts typically run for a 3-year term with 2 (1) year optional renewal years. Kinetic acts as a resource for the procurement team, providing insight into our suppliers and practical procurement advisory service where needed.

The full list of Commercial kitchens and the microwave & dishwasher for the Business Hub Lounge kitchen equipment was submitted to Russell Hendrix under the Kinetics GPO procurement system so that the Commercial Kitchen and Business Hub Lounge equipment could be secured and installed during the RCS Fitup construction.

The total cost of the equipment not including HST is \$221,555.81 and is part of the overall Community Hub Fitup budget. To better determine the scope, cost and equipment scope of the Kitchen requirement the district contracted Peter Fields with WSP to conduct a full design and scope for the Kitchen requirements. The final quote came in near the same cost as what was proposed by WSP.

### **Background**

Council approved the Community Hub project in the 2023/24 budget which was part of a partnership with WellTide Health to bring a new Collaborative Healthcare / Community Hub facility to the area and would see the development of a commercial kitchen, event space, boardroom, café and offices.

### **Strategic Focus**

The project aligns itself with Council's Strategic Directions of Quality of Life, Affordability and Social Inclusion.

### **Budget/Financial Implications**

The District of Lunenburg received a quote from Food Buys for \$221,555.81 to cover equipment for the Commercial Kitchen and the Business Hub Microwave & dishwasher Lounge which is part of the overall project budget.

### **Climate Change/sustainability**

N/A

### **Inclusion, Diversity, Equity and Accessibility (IDEA@MODL)**

N/A

### **Strategic Communications**

N/A

### **Work plan**

This project is part of the Department of Economic Development current 5-year Strategic Plan.

### **Alternatives**

### **Conclusion**

Staff recommend awarding the Kitchen Equipment to Russell Hendrix under the Kinetic GPO program.

<b>Report Preparation</b>	
<b>Department</b>	Economic Development
<b>Report Prepared by</b>	Dave Waters Director of Economic Development
<b>Report Approved by</b>	
<b>Date Reviewed by C.A.O.</b>	

**Council**  
Item 10.1  
March 10, 2026  
Authorization: T. MacEwan



## Memorandum

**To: Mayor Elspeth McLean-Wile and Councillors**

**From: Chairperson & Members of the Finance Committee**

**Date: March 3, 2026**

**Re: Recommendations of the Finance Committee**

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The Finance Committee, in session on Tuesday, March 3, 2026, made the following recommendation(s) to Council:

1. Approve the increase of administrative fees to \$1,400 per participant for the Clean Energy Financing Program and Water Supply Upgrade Program, effective April 1, 2026, for all new participants; and
2. Approve transitioning administration of the Water Supply Upgrade Program from Clean Foundation to in-house delivery by the Municipality of the District of Lunenburg, effective November 1, 2026

Respectfully submitted,

Chairperson and Members  
Finance Committee

/LAA



## **The Municipality of the District of Lunenburg**

### **Request for Decision**

**Report to:** Finance Committee

**Submitted by:** Abhimanyu Jain, Manager of Climate Change and Sustainability

**Date:** March 3, 2026

**Re:** Administrative Fee Increase for Clean Energy Financing and Water Supply Upgrade Program

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### **Recommendation**

That Municipal Council:

1. Approve the increase of administrative fees to \$1,400 per participant for the Clean Energy Financing Program and Water Supply Upgrade Program, effective April 1, 2026, for all new participants; and
2. Approve transitioning administration of the Water Supply Upgrade Program from Clean Foundation to in-house delivery by the Municipality of the District of Lunenburg, effective November 1, 2026.

### **Executive summary**

Clean Foundation has advised participating municipalities that the administrative fee for both the Clean Energy Financing (CEF) Program and Water Supply Upgrade (WSU) Program will increase to \$1,400 per participant effective April 1, 2026.

A \$400 subsidy per participant through the Federation of Canadian Municipalities (FCM) grant remains available until October 31, 2026. This means new participants will pay a net administration fee of \$1,000 until that date, with the full \$1,400 applying after the subsidy ends.

Staff recommend continuing the CEF Program through Clean Foundation because it requires specialized technical review, including review of home energy assessments, and verification of eligible upgrades to ensure that proposed projects meet the program's required 1:1 debt-to-savings ratio.

Staff also recommend transitioning the WSU Program to in-house administration effective November 1, 2026, as it is less technically complex and can be managed internally with training and a phased transition.

The administrative fee is financed through the program and paid by participants over time, not upfront. The recommended changes have no direct net impact on the Municipality's operating budget.

## **Background**

MODL currently delivers the CEF and WSU Programs through Clean Foundation under a five-year service agreement (2023-24 to 2027-28).

These programs provide low-interest financing to residents for eligible home upgrades, with repayment over their respective loan terms.

Clean Foundation has notified municipalities of an increase in administration fees due to rising service delivery costs. Staff reviewed the request and assessed the implications for both programs.

## **Discussion**

### **1) Administrative fee increase (both programs)**

Clean Foundation's administrative fee will increase to \$1,400 per participant effective April 1, 2026.

For both programs, a \$400 FCM subsidy per participant remains available until October 31, 2026. As a result, participants registering during this period will be charged \$1,000, with the remaining \$400 covered through the subsidy. After October 31, 2026, new participants will be charged the full \$1,400 administrative fee.

The administration fee is included in the participant's financed amount, so participants do not pay the fee upfront. Existing participants remain under previously approved fee amounts. The new fee applies only to new participants.

### **2) Clean Energy Financing (CEF) Program**

The CEF Program supports home energy upgrades and is an important tool for improving energy affordability and reducing emissions.

As of January 31, 2026, the program has 59 completed projects, \$564,242 in total financing issued, and 17 projects in progress.

The CEF Program also requires specialized administration, including review of home energy assessments, verification of eligible upgrades, and confirmation that proposed projects meet program requirement for a 1:1 debt-to-savings ratio, meaning projected energy savings over the loan term must meet or exceed the financing amount. This helps protect participants and supports responsible lending.

For these reasons, staff recommend continuing delivery of the CEF Program through Clean Foundation until the current agreement expires on March 31, 2028. Staff will return to Council before renewal with options for future program delivery.

### **3) Water Supply Upgrade (WSU) Program**

The WSU Program supports homeowners with financing for eligible water supply improvements.

As of January 31, 2026, the program has 25 completed projects (since 2023-24), \$376,679 in total financing issued, and 48 active files.

Compared to the CEF Program, the WSU Program is less technically complex to administer. The work is mainly application screening, agreement coordination, quote and invoice review, payment processing, project completion confirmation, and annual reporting.

Staff believe this program can be managed in-house with training and process preparation. Staff recommend transitioning WSU administration to MODL effective November 1, 2026. This timeline allows time for staff training and knowledge transfer, development of internal procedures, and a phased transition as the high number of active files is reduced. This approach is expected to reduce the administration cost burden for future applicants while maintaining service delivery.

### **4) Staff workload implications (WSU transition)**

WSU applications increased significantly in the last year (45+ applications) due to extreme drought. However, based on historical trends and current Council direction on maintaining an annual cap for the program, staff expect annual intake to return to approximately 10 files per year.

At this volume, staff anticipate the program can be managed in-house without materially affecting other service levels, provided transition planning and training are completed before November 2026. Staff will monitor workload and adjust internal processes as needed.

### **Strategic Focus**

This recommendation supports Council's Strategic Priorities for Quality of Life and Climate Change Action. Both programs help residents access financing for important home improvements that may otherwise be difficult to complete upfront. The Clean Energy Financing Program supports household energy efficiency, affordability, and emissions reduction, while the Water Supply Upgrade Program supports reliable access to potable water and broader community resilience.

### **Budget/Financial Implications**

The administrative fee is financed through participant loans and repaid over time by participants, so the fee increase does not create a direct net impact on the Municipality's operating budget.

Transitioning the WSU Program to in-house administration will require staff time for training, process setup, and transition planning, but no major budget pressure is anticipated at expected intake levels. Over time, in-house delivery of the WSU Program is expected to reduce the administrative fee burden for participants.

### **Climate Change/sustainability**

This recommendation supports implementation of the Local Climate Change Action Plan 2030 by maintaining delivery of the Clean Energy Financing Program, which helps improve home energy efficiency, reduce greenhouse gas emissions, and enhance energy affordability. The recommendation also supports community resilience by continuing access to financing for water supply upgrades.

### **Inclusion, Diversity, Equity and Accessibility (IDEA@MODL)**

Both programs improve access to financing for residents who may not be able to complete eligible upgrades upfront. No specific changes to program eligibility or outreach are proposed in this report. Staff will continue to administer and communicate the programs in a manner that supports equitable access for residents.

### **Strategic Communications**

Staff will communicate the administrative fee changes and the WSU transition timeline clearly to residents, including the effective dates, participant cost implications during and after the temporary FCM subsidy period, and any changes to the application process or program contacts. Staff will also continue ongoing promotion of both programs, so residents remain aware of available financing options.

### Work plan

This recommendation will require staff to coordinate with Clean Foundation on implementation of the updated administration fee, prepare and communicate participant-facing updates, develop procedures and staff training for in-house WSU administration, and complete transition planning for WSU delivery by November 1, 2026. These tasks can be incorporated into the department work plan. Staff will monitor workload impacts during implementation.

### Alternatives

1. Council may direct staff to continue external delivery of both programs through Clean Foundation for the remainder of the current agreement term (until March 31, 2028), including the updated administrative fee.
2. Council may also direct staff to return with additional options for program delivery and fee structures before making a decision on the WSU transition.

### Conclusion

Staff recommend approval of the administrative fee increase for both programs effective April 1, 2026, and a phased transition of the Water Supply Upgrade Program to in-house administration effective November 1, 2026.

This approach maintains delivery of the technically complex CEF Program through Clean Foundation, reduces future administrative cost burden for WSU applicants, and supports continued progress on Council priorities related to climate action, resilience, and quality of life.

Report Preparation	
Department	Planning and Development Services; Administration; and Finance
Report Prepared by	Abhimanyu Jain, Manager of Climate Change and Sustainability
Report Approved by	
Date Reviewed by C.A.O.	

**Council**  
Item 11.1.1  
March 10, 2026  
Authorization: T. MacEwan



## **The Municipality of the District of Lunenburg**

### **Report to Council**

**Report To:** Mayor and Municipal Council  
**Submitted By:** Planning Staff  
**Date:** March 10, 2026  
**Re:** Summary of Draft #2 Municipal Planning Strategy and Land Use By-law

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### **Background**

In March 2025, the Municipality of the District of Lunenburg (MODL) released the first draft (Draft 1) of planning documents for the entire Municipality consisting of a Municipal Planning Strategy (MPS), Land Use By-law (LUB) and associated maps. After several months of public engagement with residents and stakeholders, staff presented a What We Heard report to Council on October 27, 2025, summarizing public comments.

Following the release of the What We Heard report, staff prepared direction reports for Council on land use topics that generated significant public feedback. Staff outlined several options for each topic from which Council could provide direction on. Over a series of four workshops in November and December 2025, Council provided direction for staff to inform the creation of the second drafts of the MPS and LUB. Staff have since prepared a second draft (Draft 2) of the planning documents for Council's and public input, which was released to the public on Thursday, February 26, 2026. This report summarizes the major differences between Draft 1 and Draft 2.

### **Changes from Draft 1 to Draft 2**

#### **Livestock**

### **Draft 1 Approach**

Draft 1 included categories for livestock to apply setbacks for barns and manure storage. The approach involved limiting the number of farm animals based on property size and placing limits on chickens and roosters for smaller residential properties.

### **Feedback and Direction**

There was a significant amount of feedback against the livestock regulations contained in Draft 1. Council directed staff to remove the categories of livestock and remove any limitations on livestock operations including backyard agriculture such as chickens.

### **Draft 2 Approach**

Draft 2 does not include limitations on livestock operations or setback requirements for livestock related structures.

### **New Development Near Existing Farms**

#### **Draft 1 Approach**

Draft 1 included a setback for new residential and institutional uses from existing intensive livestock operations with an option to be considered by site plan if the distance could not be met.

#### **Feedback and Direction**

During engagement, many residents expressed support for farms and wanted to ensure they could continue and expand their operations into the future. Council directed staff to maintain a setback for new residential and institutional land uses from existing barns and manure storage. Council indicated that the regulation should maintain the option for site plan for undersized lots and exempt residential uses related to the farm property.

#### **Draft 2 Approach**

Draft 2 includes a setback of 100 m between new off-property dwellings or institutional uses and existing large-scale livestock operations. New residential uses located on the same lot as the farm, or residential uses on a neighboring property that are associated with the farm, would not need to meet the setback requirement.

## **Agricultural Land Protection**

### **Draft 1 Approach**

Draft 1 included a Rural Agricultural Potential Zone to help protect agricultural land, which is a provincial Statement of Interest. This Zone intended to protect valuable agricultural land by limiting subdivisions and restricting the creation of new private roads. This Zone was applied to lands larger than four hectares, located outside of hamlets or watershed protected areas, and consisted of at least 60% Class 3 soils.

### **Feedback and Direction**

Some residents noted the increasing pressure on farms from encroaching development and expressed a desire to see farmland protected in the future. Council directed staff to adjust the formula used to identify parcels of land within the zone so that more land would be included.

### **Draft 2 Approach**

Draft 2 includes the same approach used to identify land within the Rural Agricultural Potential Zone as in Draft 1. However, Draft 2 adds additional parcels larger than four hectares of continuous Class 3 soil that were not captured by the original formula.

## **Campgrounds and RV Parks**

### **Draft 1 Approach**

Draft 1 included a Commercial Recreation Zone to be applied to future recreational land uses such as campgrounds and RV parks. Under this approach, new campgrounds would have needed to be rezoned, which would allow for resident and Council input as well as certain studies (e.g. environmental or stormwater) to be completed.

### **Feedback and Direction**

In keeping with a simplification of the zoning framework, Council directed staff to change the approval mechanism for campgrounds and RV parks and to permit them by development agreement in most zones.

### **Draft 2 Approach**

Draft 2 includes policies and regulations that would permit campgrounds and RV parks by development agreement in most zones. This reduces the number of zones in the plan but still allows public input and requirements for certain studies (e.g. environmental or stormwater) to be required.

## **Home-Based Businesses**

### **Draft 1 Approach**

Draft 1 included regulations for home-based businesses in the Hamlet Residential Zone, the Rural Residential Zone, and the Lakeshore Residential Zone. There were nine regulations proposed for home-based businesses in those three zones, including a requirement for public road frontage.

### **Feedback and Direction**

Residents were concerned about the limit on non-resident, on-site employees and the requirement for public road frontage. Council directed staff to regulate home-based businesses to a minimal extent in zone(s) that would otherwise only permit residential uses.

### **Draft 2 approach**

Draft 2 includes regulations that would only regulate home-based businesses in the Rural Residential Zone and that the regulations be reduced to two types: a list of non-permitted home-based businesses and a maximum gross floor area. All other zones that permit residential uses do not have any limits on home-based businesses.

## **Signage**

### **Draft 1 Approach**

Draft 1 included general signage provisions for all signage in the municipality, as well as specific signage requirements (sizes, types, permit requirements) for the Mixed Use Serviced Zone, the Hamlet Centre Zone, and the Hamlet Residential Zone.

### **Feedback and Direction**

Council directed staff to remove all signage provisions in the Land Use By-law.

### **Draft 2 approach**

Draft 2 contains no signage requirements.

## **Inland Lakes and Rivers**

### **Draft 1 Approach**

Draft 1 included a 30-metre development setback and a 15-metre vegetative buffer for lakes, rivers and other watercourses designed to provide environmental benefits to the watercourses.

## **Feedback and Direction**

During public engagement, many residents spoke about the importance of protecting MODL's natural features. Council directed staff to establish a 20 m development setback and 15 m vegetative buffer for inland watercourses.

### **Draft 2 Approach**

Draft 2 includes a development setback of 20 metres and a 15-metre vegetative buffer for inland watercourses such as lakes and rivers. Draft 2 also includes flexibility that would allow undersized lots to still be developed if they cannot meet the required setback requirements.

## **Inland Wetlands**

### **Draft 1 Approach**

Draft 1 included a 30 m development setback and vegetative buffer for inland wetlands.

## **Feedback and Direction**

During public engagement in 2025, residents expressed concerns about the need to protect MODL's natural ecosystems. Council directed staff to establish a 20-metre development setback and vegetative buffer from inland wetlands.

### **Draft 2 Approach**

Draft 2 includes a regulation that would establish a 20 m development setback and vegetative buffer from inland wetlands. It also includes flexibility that would allow undersized lots to still be developed if they cannot meet required setbacks due to the size of the lot. Draft 2 would also allow property owners to demonstrate the absence of a wetland and request the adjustment or removal of the wetland boundaries on the map through a simple process.

## **Recreational Vehicles**

### **Draft 1 approach**

Draft 1 included policies and regulations stating that a recreational vehicle (RV) could be lived in for 30 days before a development permit would be needed. The year-round habitation of RVs was permitted if there were no more than three RVs on the site, the RV met the residential setbacks of the zone it fell within, and the site was serviced by an on-site sewage disposal system.

### **Feedback and Direction**

Council directed staff to regulate recreational vehicles to a minimal extent by removing the requirement for the approved septic system and requiring a development permit after at least 60 days to confirm compliance with zone setbacks.

### **Draft 2 Approach**

Draft 2 includes policy language that more clearly states Council's intention to allow people to live in RVs and other forms of housing. Draft 2 also includes regulations that would allow recreational vehicles to be lived in for up to 90 days before requiring a development permit. The requirement for the on-site sewage disposal system was removed.

### **Tiny Houses**

#### **Draft 1 Approach**

Draft 1 permitted tiny houses but did not include specific policies or regulations on them.

#### **Feedback and Direction**

Comments on housing emphasized the need for more housing supply and a wider variety of housing options. Council directed staff to treat tiny houses as dwelling units, allowing them as-of-right wherever residential uses are permitted.

#### **Draft 2 Approach**

Draft 2 includes policy language stating, "Council will treat tiny houses as dwellings and permit them as of right in zones that permit residential uses". The Land Use By-law includes a definition of tiny houses and regulations that would permit tiny houses the same as other dwellings.

### **Short-Term Rentals**

#### **Draft 1 Approach**

Draft 1 of the Municipal Planning Strategy stated that "Through the Land Use By-Law, Council will limit the use of small-scale tourist accommodations in the Mixed Use Serviced Zone".

#### **Feedback and Direction**

For Draft 2, Council directed staff to permit short-term rentals in all areas that permit residential uses but to regulate them in the Mixed Use Serviced Zone in alignment with the Osprey Village Secondary Planning Strategy.

## **Draft 2 Approach**

Draft 2 includes regulations that would only permit a short-term rental within the host's principal dwelling in the Mixed Use Serviced (MUS) Zone, which is the high-density growth area around Cookville where municipal sewer and water are typically provided. The regulation requires that a maximum of three rooms could be used for a short-term rental within a dwelling unit. Draft 2 contains no regulations on short-term rentals for areas outside this zone.

## **Open Space Dedication**

### **Draft 1 Approach**

Draft 1 included a policy that would increase the amount of open space for developers to provide when creating a subdivision. In the Growth Centre and Hamlet Designations, the minimum requirement was proposed as 10%, either as land or as cash-in-lieu. In all other areas, the minimum requirement was proposed as 5%, either as land or as cash-in-lieu.

### **Feedback and Direction**

During public engagement, residents noted the importance of MODL's existing parks and open spaces. Council directed staff to reduce the open space dedication back to the existing amounts contained in the Subdivision By-law.

### **Draft 2 approach**

Draft 2 includes policy that would require a minimum of 2% cash-in-lieu or 5% land dedication to subdivided land, keeping it the same as it is now in the Subdivision By-law.

## **Number of Zones**

### **Draft 1 Approach**

Draft 1 included 17 distinct zones and one overlay. However, some of the proposed zones were considered Future Use Zones and were not applied to the zoning map, instead reserved for future uses.

### **Feedback and Direction**

Residents and Council were concerned about the complexity of the proposed zoning framework included in Draft 1. Many felt that there were too many zones, and that the Permitted Uses Table of the Land Use By-law was difficult to interpret.

## **Draft 2 Approach**

Draft 2 includes 9 zones and 1 overlay. It also offers a less complex zoning framework with no Future Use Zones and a modified Permitted Uses Table to help with readability.

The following zones were removed in Draft 2:

- Commercial Recreation Zone
- Comprehensive Development District Zone
- Fisheries and Marine Zone
- General Commercial Zone
- Hamlet Centre Zone
- Hamlet Residential Zone
- Heavy Industrial Zone
- Lakeshore Residential Zone
- Light Industrial Zone

The following zone was added in Draft 2:

- Rural Village Zone (to replace the Hamlet Centre Zone and Hamlet Residential Zone)

## **Lakeshore Residential Zone**

### **Draft 1 Approach**

Draft 1 included a Lakeshore Residential Zone which was intended to protect the health of lakes and lakeshore ecosystems while still allowing for low density development. This zone was applied to land around lakes that are either already developed or likely to be developed and are located close to major roads or built-up areas.

### **Feedback and Direction**

Council directed staff to remove the Lakeshore Residential Zone and instead to manage lakeshore development through watercourse setbacks and vegetated buffers. However, Council also felt that the General Rural Zone should not be applied to dense lakeshore communities, and that these areas should be subject to some level of additional controls.

### **Draft 2 Approach**

Draft 2 does not include a Lakeshore Residential Zone but does include a Rural Residential Zone which was expanded to include some lakeshore communities where development already exists or is anticipated.

## **Rural Residential Zone**

### **Draft 1 Approach**

Draft 1 included a Rural Residential Zone that was applied to rural residential subdivisions. This zone intended to maintain neighbourhood character and density by limiting certain types of incompatible uses and provided a framework to confirm groundwater supplies for new residential subdivisions.

### **Feedback and Direction**

Council agreed that additional controls should be in place for new rural subdivisions with 6 or more lots. Council also indicated that the Rural Residential Zone should be expanded to include dense lakeshore communities that were originally included in the Lakeshore Residential Zone.

### **Draft 2 Approach**

Draft 2 includes an expanded version of the Rural Residential Zone that would incorporate developed lakeshore communities as well as undeveloped lakeshore parcels that are clearly intended for future residential uses.

## **Rural Village Zone**

### **Draft 1 Approach**

Draft 1 included two unique zones under the Hamlet Designation. The Hamlet Centre Zone intended to support the continuation and growth of the commercial areas of rural communities, and the Hamlet Residential Zone intended to maintain the residential neighbourhoods surrounding the rural communities. These zones were applied to more than 10 different communities.

### **Feedback and Direction**

Council directed staff to remove the hamlet zones altogether, and to replace them with a single village zone that is applied to only three communities.

### **Draft 2 Approach**

Draft 2 includes a Rural Village Zone that would apply to the communities of Petite Riviere, LaHave, and New Germany. The boundaries of this zone were also modified to include less land overall.

## **Additional Provisions**

Draft 1 included several rules for certain commercial and industrial uses, as well as buildings related to natural resource industries. For example, there were fencing and screening requirements for automobile repair shops and heavy equipment sales and rentals, and setback requirements for aggregate processing facilities. These rules were not included in Draft 2 to keep the planning documents more in line with a minimum planning approach.

## **Site Plan Approval**

Draft 1 included a Site Plan Approval section that had specific site plan criteria for uses such as large format commercial or industrial uses in any zone. Draft 2 includes an approach that focuses the site plan criteria for uses in the Mixed Use Service Zone, instead of all zones. This results in a more flexible development approval process in the Rural Zone.

## **Tancook Islands**

During public engagement, Tancook Islands residents shared a desire to include specific land use policies that would reflect the unique characteristics of their community and help address certain land use concerns related to the arrival of the new car ferry. A new policy was added to Draft 2 of the Municipal Planning Strategy to commit to a specific project that would create specific planning policies and regulations for the Tancook Islands in the future.

## **Permitted Uses Tables and Site Plan Requirements**

The Permitted Uses Table was reorganized to improve readability for residents. Instead of one consolidated Permitted Uses Table, the uses are now organized by zone type: Rural Zones, Environment and Recreation Zones, and Growth Centre Zones.

Imperial measurements were added in brackets beside metric measurements throughout both the Municipal Planning Strategy and Land Use By-law for ease of reference. Zoning Map Improvements

Several colours on the Zoning Map were refined to improve visual accessibility (e.g., Protected Watershed Overlay). The Map legend was also revised to separate the Secondary Planning Areas from the new municipal-wide zones, clearly distinguishing between the new and existing zones.

## **Conclusion**

Draft 2 of the Municipal Planning Strategy and Land Use By-law represents a more simplified approach to land use planning compared to Draft 1. It demonstrates more flexibility on topics

that were important to residents such as agriculture, housing, and home-based businesses, while ensuring that there are still adequate controls in place to protect MODL's watercourses, wetlands, and drinking water.

Full documents, engagement plans, FAQs and more are all available on the project website: <http://engage.modl.ca/modl2040>.

<b>Report Preparation</b>	
<b>Department</b>	Planning and Development
<b>Report Prepared by</b>	Planning Staff
<b>Report Approved by</b>	Reid Shepherd, LPP, MCIP
<b>Date Reviewed by C.A.O.</b>	

Below are the links to the various documents associated with Draft # of the Municipal Wide Land Use Planning document.

Draft 2 [MPS](#)

Draft 2 Schedule A - [GFLUM](#)

Draft 2 [LUB](#)

Draft 2 Schedule A - [Zoning](#)

Draft 2 Schedule B - [Env Features](#)

**Council**  
Item 11.1.4  
March 10, 2026  
Authorization: T. MacEwan



## **The Municipality of the District of Lunenburg**

### **Request for Decision**

**Report to: Council**

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

**Date: March 10, 2026**

**Re: Lunenburg County Wheels – 2026-2027 Funding Request**

---

### **Recommendation**

**That Council grant pre-budget approval for the requested increase of \$15,000 to Lunenburg County Wheels’ annual municipal funding, for a total contribution of \$90,000 for the 2026–2027 fiscal year; and further that the approved funds be released immediately to ensure there is no interruption to the essential community transportation services provided by Lunenburg County Wheels.**

### **Background**

Lunenburg County Wheels appeared before Council on February 24, 2026 to provide operational updates and ridership information. Their data demonstrates sustained and growing demand for accessible, community-based transportation across Lunenburg County West. LC Wheels continues to serve a broad range of residents, including seniors, persons with disabilities, workers, and those without access to personal transportation.

### **Discussion**

Ridership information presented to Council on February 24, 2026 shows high utilization of LC Wheels’ services. Key observations include:

- Monthly ridership ranges from roughly 952–1,535 trips per month, depending on the season.
- Primary purposes for travel are:
  - Shopping, errands, and access to food (~29%);

- Work-related transportation (~16.7%); and,
- Medical appointments (~15.7%).

These figures highlight the essential role the service plays in supporting mobility, community participation, and access to key services.

LC Wheels outlined operational updates that contribute to the need for additional municipal support including:

- Ongoing exploration of expanded service hours, including potential Saturday service and out-of-region charter trips; and,
- Labour pressures, particularly the challenge of recruiting volunteer drivers, resulting in higher reliance on paid staff.

### **Strategic Focus**

Supports accessibility, mobility, equity, and community well-being.

### **Budget/Financial Implications**

Increase of \$15,000, for a total allocation of \$90,000 in the 2026–2027 operating budget.

### **Climate Change/sustainability**

LC Wheels' ongoing fleet modernization efforts, including the adoption of more fuel-efficient vehicles, support reduced emissions and align with broader sustainability objectives.

### **Inclusion, Diversity, Equity and Accessibility (IDEA@MODL)**

LC Wheels provides essential transportation for residents who may otherwise face barriers to mobility, including seniors, persons with disabilities, and individuals without access to a personal vehicle. Continued support contributes directly to equitable access to services across the Municipality.

### **Strategic Communications**

Standard communications regarding Council's budget decisions will apply. No additional communications initiatives are required.

### **Work plan**

No impacts to departmental work plans.

## Alternatives

1. Approve the request for total funding of \$90,000 (recommended).
2. Approve a portion of the requested funding.
3. Refer the funding request to budget deliberations for further discussion.
4. Decline the request.

## Conclusion

LC Wheels provides an essential service across Lunenburg County West, supporting community inclusion, employment, healthcare access, and overall quality of life. The requested increase reflects both rising operational costs and evolving community needs. Staff recommend approving the full funding request.

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



**Department of Transportation  
& Infrastructure Renewal  
Capital Programs  
Highway Engineering and  
Construction**

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

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

**Council**  
Item 11.2.1  
March 10, 2026  
Authorization: T. MacEwan

February 3, 2026

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

Dear Mr. MacEwan:

**RE: THREE YEAR COST SHARE AGREEMENT FOR SUBDIVISION STREETS**

The current three-year agreement for the paving of subdivision streets expires March 31, 2027. Attached is an electronic copy of the new three-year agreement to be entered into with the Minister of Transportation and Infrastructure Renewal 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 Municipal Seal on the Resolution of Council authorizing the Mayor and a designate to sign the agreements, then have the Mayor and the designate sign the agreement, have witnessed, and affix the Municipal Seal. Please return all documents to me **on or before July 3, 2026**.

The Department requests that the Municipality return the attached agreement, whether or not 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  
Capital Program Administration Officer



## Public Works

### COST SHARING AGREEMENT NO. 2026-015

**THIS COST SHARING AGREEMENT ON THE PAVING OF SUBDIVISION (J-CLASS) STREETS** (this “Agreement”) is effective as of the \_\_\_ day of \_\_\_\_\_, 2026 (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 *Provincial-Municipal Service Exchange Agreement(s)* (collectively, the “**Service Exchange Agreement**”) specify 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, 2030. This Agreement applies to Fiscal Years 2027-28, 2028-29 and 2029-30.
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*), and 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 documents 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

Tom MacEwan  
Chief Administrative Officer  
10 Allee Champlain Drive  
Cookville, NS B4V 9E4  
Tel (902) 541-1320  
Email: [tom.macewan@modl.ca](mailto: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](mailto: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 (5<sup>th</sup>) 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

\_\_\_\_\_  
Fred Tilley, Minister of Public Works

\_\_\_\_\_  
Date (Day-Month-Year)

Municipality of the District of Lunenburg

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Elspeth McLean-Wile, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Resolution of Council Designate



Provincial Seal



Municipal Seal



## Public Works

### COST SHARING AGREEMENT NO. 2026-015

**THIS COST SHARING AGREEMENT ON THE PAVING OF SUBDIVISION (J-CLASS) STREETS** (this “Agreement”) is effective as of the \_\_\_ day of \_\_\_\_\_, 2026 (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 *Provincial-Municipal Service Exchange Agreement(s)* (collectively, the “**Service Exchange Agreement**”) specify 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, 2030. This Agreement applies to Fiscal Years 2027-28, 2028-29 and 2029-30.
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*), and 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 documents 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

Tom MacEwan  
Chief Administrative Officer  
10 Allee Champlain Drive  
Cookville, NS B4V 9E4  
Tel (902) 541-1320  
Email: [tom.macewan@modl.ca](mailto: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](mailto: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 (5<sup>th</sup>) 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

\_\_\_\_\_  
Fred Tilley, Minister of Public Works

\_\_\_\_\_  
Date (Day-Month-Year)

Municipality of the District of Lunenburg

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Elspeth McLean-Wile, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Resolution of Council Designate



The Central Nova ATV Club (CNATV), in partnership with the LaHave River Trail Association (LRTA), is preparing an application for a shared-use Road Trail designation for a defined section of Highway 10 between Wentzell Lake and Pinehurst under Nova Scotia's Road Trails Act.

This designation would create a legal, regulated connection between existing trail systems. It would require licensed operators and registered, insured vehicles, helping reduce illegal riding while improving safety, accountability, and oversight for all users of the area.

As part of our application, we are collecting letters of support from community members, businesses, and organizations who believe in responsible trail connectivity and regulated use.

If you would be willing to provide a brief letter expressing your support for this initiative and the partnership between CNATV and LRTA, it would be greatly appreciated. Letters do not need to be lengthy simply outlining your support and why you feel this designation would benefit the community

We are also hosting a Public Meeting on Wednesday, March 11 from 6:00–8:00 PM at the Northfield Firehall, where individuals may review information and share their input.

Thank you for considering this request and for your continued support of responsible OHV use in our community.

Sincerely,

Jessica

Central Nova ATV Club

Sent from my iPhone

**Council**  
Item 11.2.3  
March 10, 2026  
Authorization: T. MacEwan



## **The Municipality of the District of Lunenburg**

### **Report to Council**

**Report To:** Mayor & Council  
**Submitted By:** Tom MacEwan, CAO  
**Date:** March 10, 2026  
**Re:** Conservation Easement & Forestry Property Taxation

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I. The following changes to the Conservation Easement Act have been introduced as part of the Financial Measures (2026) Act:

#### **Conservation Easement Act (Current Section)**

Termination or assumption of conservation easement

13 (1) A conservation easement may be terminated by a written agreement between the easement holder and the owner (this section does not change).

(2) Where a written agreement is made pursuant to subsection (1), the easement holder shall, within ninety days of the date of the agreement, file a copy of the agreement with the appropriate registry of deeds and send a copy to the Minister (this section does not change).

(3) repealed 2012, c. 18, s. 10.

(4) Where an easement holder ceases to exist, the owner shall notify the Minister in writing that the easement holder no longer exists and the Minister shall, within ninety days of receiving the notice, send a copy of the notice to all the eligible bodies.

(5) Within ninety days after the notice from the Minister has been sent to the eligible bodies pursuant to subsection (4), any eligible body may notify the Minister in writing of its intention to elect to assume the obligations of the easement holder referred to in the notice and accept the rights and privileges respecting the conservation easement.

(6) Where more than one eligible body notifies the Minister pursuant to subsection (5), the Minister shall determine which eligible body will be permitted to assume the obligations of the easement holder referred to in the notice and accept the rights and privileges respecting the conservation easement.

(6A) The Minister shall notify the eligible body that is permitted to assume the rights, privileges and obligations of the easement holder pursuant to subsection (5) or (6), and the eligible body shall send the owner a written notice advising the owner of the assumption of obligations, rights and privileges.

(6B) Where no eligible body notifies the Minister of its intention to assume the obligations of an easement holder that has ceased to exist, the Minister may elect to assume the obligations of the easement holder and accept the rights and privileges respecting the conservation easement by giving the owner a written notice advising of the election within one hundred and eighty days after the Minister has sent the notices to the eligible bodies pursuant to subsection (4).

(7) A written notice referred to in subsection (5) or (6) shall be registered in the appropriate registry of deeds.

(8) Where neither the Minister nor an eligible body elects to assume the obligations of the easement holder, the conservation easement is terminated and the Minister shall file a notice of termination in the appropriate registry of deeds and provide a copy of the notice to the owner. 2001, c. 28, s. 13; 2012, c. 18, s. 10.

### **Conservation Easement (Proposed Changes)**

Section 13(1) and (2) would remain unchanged and the following subsections would be adopted

(3) A conservation easement may be terminated by the Supreme Court of Nova Scotia on application by

(a) the owner, if the Court is of the opinion that continuation of the conservation easement would produce a severe hardship for the owner; or

(b) the owner, when the easement holder ceases to exist.

(4) Where an order is made pursuant to subsection (3), the owner shall file the order with the appropriate registry of deeds and send a copy to the Minister.

(5) When an easement holder ceases to exist and the owner wishes to make an application under clause (3)(b), the owner shall give ninety days' notice in writing to the Minister of the owner's intention to make the application, and the Minister may elect to assume the

obligations of the easement holder and accept the rights and privileges respecting the conservation easement.

(6) Where the Minister elects under subsection (5) to assume the obligations of the easement holder and accept the rights and privileges respecting the conservation easement, the Minister shall, within the period referred to in subsection (5),

(a) notify the owner in writing; and

(b) file the election with the appropriate registry of deeds.

(7) Where, in accordance with clause (6)(a), the Minister notifies the owner that the Minister has elected to assume the obligations of the easement holder and accept the rights and privileges respecting the conservation easement, an application under clause (3)(b) may not be made by owner and any such application, if made, is deemed discontinued.

(8) Upon the Minister's compliance with subsection (6), the Crown in right of the Province is the holder of the conservation easement.

## **Impact of Changes**

### **1. Owners Application to Terminate Conservation Easement**

The proposed revisions to the Conservation Act introduce the option for an owner to make application to the NSSC for the termination of the conservation easement (an option that currently does not explicitly exist).

In order to be successful in the application, the owner would have to satisfy the Court that the continuation of the conservation easement would produce a severe hardship.

The owner would also be able to make application to the NSSC for the termination of the conservation easement if the easement holder ceases to exist.

### **2. Easement Holder Ceases to Exist**

The proposed revisions also fundamentally alter the process for addressing situations where the easement holder ceases to exist.

Currently, the legislation provides that if an easement holder ceases to exist then the owner notifies the Minister that the easement holder no longer exists and the Minister notifies all eligible bodies of the fact that an easement holder no longer exists.

Any eligible body may then notify the Minister of its intention to elect to assume the obligations of the former easement holder. The new easement holder would then notify the owner of the assumption of the obligations of the former easement holder.

In the event that no eligible body notifies the Minister of their intention to assume the obligations of the former easement holder, the Minister could elect to assume the obligations of the former easement holder and notify the owner of same.

If neither the Minister nor another eligible body elects to assume the obligations of the easement holder then the conservation easement would be terminated.

**II. The following changes to the Forests Act have been introduced as part of the Financial Measures (2026) Act:**

**Forest Act (New Sections)**

A new section numbered 15A is proposed to be added to the Forests Act which addresses the issue of commercial carbon sequestration transaction which provides:

15A (1) An owner of forest property that is being used in a commercial carbon sequestration transaction shall file with the Minister a report that contains

- (a) a description, by location and parcel identification number, of the parcels that are being used, in whole or in part, in the commercial carbon sequestration transaction;
- (b) a description of the forestry operations occurring on the forest property; and
- (c) any other information prescribed by the regulations.

(2) The report referred to in subsection (1) must be in the form required by the Minister.

(3) The Minister may share a report filed under this Section or any information contained in such report with

- (a) the Minister of Municipal Affairs;
- (b) the Property Valuation Services Corporation;
- (c) the municipality or municipalities in which the forest property that is the subject of the report is located.

15B (1) The Minister may direct an owner of forest property to disclose whether the forest property is being used in a commercial carbon sequestration transaction.

(2) Where, further to a direction under subsection (1), an owner of forest property reports that the forest property is being used in a commercial carbon sequestration transaction, the Minister may direct the owner of the forest property to file a report in accordance with Section 15A.

**Impact of Changes**

1. These amendments to the Forests Act require owners of forest properties that are being used in commercial carbon sequestration to file a report with the Minister of Natural

Resources. The Minister is able to share this report with the Municipality in which the forest property is located. It is expected that this report may trigger a change in the category of assessment for the property as well as a possible change in use tax.

2. During a call with the NSFM, the Deputy Minister advised that the purpose behind this amendment is to address situations where foreign investors / corporations are getting the advantage of the carbon sequestration.

<b>Report Preparation</b>	
<b>Department</b>	Administration
<b>Report Prepared by</b>	Tom MacEwan, CAO
<b>Report Approved by</b>	
<b>Date Reviewed by C.A.O.</b>	