

**TOWN OF LUNENBURG COUNCIL MEETING MINUTES**

**TUESDAY, APRIL 13, 2021 AT 6:00 P.M.**

**LUNENBURG TOWN COUNCIL CHAMBER AND LIVE BROADCAST**

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**PRESENT:** Mayor Matt Risser  
Deputy Mayor Peter Mosher  
Councillor Jenni Birtles  
Councillor Melissa Duggan  
Councillor Stephen Ernst  
Councillor Ed Halverson  
Councillor Susan Sanford

**ALSO PRESENT:** Lisa Avramenko, Town Solicitor's Office  
Lisa Dagley, CPA, CGA, Finance Director  
Pat Burke, Q.C., Town Solicitor  
Dennis MacPherson, M. Eng., P. Eng., Town Engineer  
Heather McCallum, Assistant Municipal Clerk  
Bea Renton, Chief Administrative Officer  
Dawn Sutherland, Planning/Development Manager

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1. Call to Order

The Mayor called the meeting to order at 6:01 p.m.

2. Acknowledgement of Mi'kma'ki the ancestral and unceded territory of the Mi'kmaq People

The Mayor recognized Lunenburg's location on the unceded territory of the Mi'kmaq people.

3. Agenda

It was agreed to defer consideration of agenda #9 (a) as staff are exploring bulk purchasing and obtaining additional information for a follow-up report.

**Motion: moved and seconded approval of the agenda. Motion carried.**

4. March 23, 2021 Council meeting minutes

**Motion: moved and seconded approval of the March 23, 2021 Council meeting minutes. Motion carried.**

5. Public Hearings, Presentations and Questions

6. Correspondence, Petitions and Proclamations consideration

- a. Letter from Department of Municipal Affairs advising that the Town's and Municipality of the District of Chester's inter-municipal IT service project funding application was unsuccessful
- b. Letter from Department of Municipal Affairs advising of \$1000 Provincial grant to assist with 911 system municipal data and other support costs

7. Business Arising from the Minutes/Unfinished Business

- a. Wastewater Treatment Plant Metering Capital Budget 2021/22 Pre-Approval Request

The Town Engineer provided an overview of the staff report (Schedule "A") for Council consideration.

Motion: moved and seconded pre-approval to carry-over the Wastewater Treatment Plant Flow Metering project to fiscal 2021/22 with a budget increase of \$16,000 including HST for a budget total of \$66,000 including HST so the project can immediately proceed to tender and construction (Schedule "A"). Motion carried.

- b. Wastewater Treatment Plant Flood Control Engineering Report

The Town Engineer summarized the findings of the report (Schedule "B") prepared following Hurricane Dorian flooding at the Wastewater Treatment Plant in September 2019. Interim flood prevention equipment was purchased and used already with longer term solutions being addressed as part of the Wastewater Treatment Plant upgrades pre-design engineering project.

8. Committee Meeting Minutes, Recommendations, Reports and Notices of Motion

- a. Anti-Racism Special Committee Meeting March 25 meeting minutes

These minutes were received for information.

- b. Committee of the Whole Meeting April 6 meeting minutes – Notice of Motion and Recommendation

Motion: moved and seconded notice of motion of proposed amendments to the Committees of Council Policy to wind-up the Lunenburg War Memorial Community Centre/Recreation Committee and Active Transportation Sub-Committee (Schedule "C") for possible adoption at the April 27, 2021 Council meeting. Motion carried.

Motion: moved and seconded to make a submission to the Federal government in support of future Infrastructure funding priorities for wastewater treatment investment, followed by alternative energy and affordable housing projects (Schedule "D"). Motion carried.

- c. Region 6 Waste Management Inter-Municipal Committee March 19, 2021 meeting minutes

## 9. New Business

### a. Fuel and Furnace Servicing 2021 – 2023 Proposed Tender Award by Council

Deferred as noted above.

### b. 101 Masons Beach Road, Stellar Investments, to amend their Development Agreement date

Motion: moved and seconded receipt of the 2011 Development Agreement amending application (Schedule “E”) for a hotel resort, condominium units and apartment building on three lots at 101 Masons Beach Road and refer it to staff and the Planning Advisory Committee for a Public Information Meeting to consider an extension to the commencement period for the Development Agreement and make a recommendation to Council respecting same for further consideration. Motion carried.

6:24 p.m. – Council recessed to meet in camera.

## 10. Meet in camera

Motion: moved and seconded to meet in camera pursuant to section 22 (2) Municipal Government Act to consider the following agenda items –

- Town lease negotiations for Blockhouse Hill lands and Lunenburg Academy, section 22 (2) (a) Municipal Government Act;
- Labour Relations, section 22 (2) (d) Municipal Government Act; and
- Proposed Review of Town Utility, section 22 (e) Municipal Government Act.

## 11. Resumption of Council meeting in public session

Council reconvened in public session at 7:04 p.m.

Motion: moved and seconded that as a municipality may lease property at a price less than market value to a non-profit organization that the Council considers to be carrying on an activity that is beneficial to the municipality:

1. The Town considers the Lunenburg Board of Trade Society to be a non-profit organization that is carrying on activities that are beneficial to the Town (including a Visitor Information Center and Campground); and
2. The Town shall enter into a lease in the form attached hereto as Schedule LBOT and the Mayor and CAO are authorized to execute the lease on behalf of the Town and affix the municipal seal thereto (Schedule “F”).

Motion carried.

Motion: moved and seconded that the Town enter into a Second Lease Amendment Agreement with South Shore Regional Centre for Education (SSRCE) in the form attached hereto as Schedule “G” and the Mayor and CAO are authorized to execute the document on behalf of the Town and affix the municipal seal thereto. Motion carried.

12. Adjournment

The meeting was adjourned at 7:05 p.m. by the Mayor.

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Bea Renton, CAO

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Document No: 7 (a)  
Meeting: Apr. 13, 2021 Council  
Circulate: Council, IT, LD, JL  
File: Budget 2020/21 & 2021/22

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## MEMORANDUM

**TO: TOWN COUNCIL**

**FROM: IAN TILLARD, ENGINEERING CONSULTANT AND  
DENNIS MACPHERSON, M. Eng., P.Eng, TOWN ENGINEER**

**DATE: APRIL 6, 2021**

**RE: WASTEWATER TREATMENT PLANT INFLUENT AND EFFLUENT  
FLOW METERING PROJECT UPDATE**

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### **1. FACTS**

The purpose of this memo is to provide the background for and a motion for a request to increase the project budget and carry over the Wastewater Treatment Plant (WWTP) Flow Metering project over to the 2021/22 fiscal year.

The WWTP does not have any metering for the influent (incoming, untreated wastewater) or effluent (outgoing, treated wastewater) flows. Provincial regulations require flow metering of influent and effluent (although they accept one or the other) and federal regulations require effluent flow metering. At present the WWTP meters sewage flow of the DAF units which is not a true representation of influent or effluent flows due to internal bypass flows, but this has been sufficient to date for the regulators. The need for metering has been identified as a need for WWTP upgrading and the budget of \$50,000 was approved for 2020/21 to engineer and install metering with funding from Gas Tax.

### **2. ISSUES AND OPTIONS ANALYSIS**

The engineering for the metering took some time to figure out because there is no obvious location inside the WWTP to place the metering. Also, there has been a lot of other activity happening this year which has stretched resources, so the project has fallen behind the original planned schedule of completing all of the engineering and installation work in the 2020/21 fiscal year. The engineering design work is now complete and can proceed to tender. The proposed revised schedule is:

- Tender the construction contract in April 2021
- Award the contract in mid May 2021
- Contractor's material delivery is approximately 10 weeks
- Installation in August 2021

The engineered location is exterior to the WWTP on the effluent side of the plant in a weather proof chamber. The technical reason for choosing this location is that the metering requires certain straight pipe lengths before and after the meter in order to work properly. As a result of this location, it has been decided to add isolation valves on either side of the meter to facilitate future maintenance. These valves were not originally part of the scope and budget.

### **3. FINANCIAL IMPACT**

The original 2020/21 Capital budget based a cost estimate that did not include isolation valves was \$50,000. The revised capital budget estimate that includes the isolation valves and tax is \$66,000. The funding for the project is Gas Tax. There is capacity within our Gas Tax allotment for this additional \$16,000 expense.

### **4. STRATEGIC PLAN RELEVANCE**

This project is part of the “Servicing and Facilities” Strategic Direction of Project Lunenburg’s Comprehensive Community Plan approved by Council in November 2020. Specifically, this project relates to the Strategic Direction Action to make “Upgrades to the wastewater treatment plant.”

### **5. RECOMMENDATION AND DRAFT MOTION**

Staff are recommending that:

1. The WWTP Flow Metering project be carried forward into the 2021/22 fiscal year.
2. The budget for the WWTP Flow Metering project be increased from \$50,000 to \$66,000.
3. Council pre-approve this 2021/22 Capital project by adopting the below noted motion so the project can proceed.

Draft Motion:

**Motion: moved and seconded Council pre-approval to carry-over the WWTP Flow Metering project to fiscal 2021/22 and budget increases of \$16,000 including HST so the project can immediately proceed to tender and construction.**

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Bea Renton, CAO

Document No: 7 (b)  
Meeting: Apr. 13, 2021 Council  
Circulate: Council, IT, LD, JL  
File: Budget 2019/20

## MEMORANDUM

**TO: TOWN COUNCIL**

**FROM: IAN TILLARD, ENGINEERING CONSULTANT AND  
DENNIS MacPHERSON, P.Eng, TOWN ENGINEER**

**DATE: APRIL 6, 2021**

**RE: WASTEWATER TREATMENT PLANT – FLOOD STUDY REPORT**

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### **1. FACTS**

The purpose of this memo is to provide Council with a summary the 2020 Wastewater Treatment Plant (WWTP) Flood Study and subsequent plan of actions currently being undertaken by staff.

The WWTP plant flooded in September 2019 during Hurricane Dorian to a level of approximately 0.6 m above floor level. Stormwater backed up into the Back Harbour during the course of the Hurricane and, due to the wind direction and topographical configuration around the Back Harbour, the flood levels reached significantly higher levels than the Front Harbour. There are culverts under Highway 332 and Kissing Bridge Road that essentially connect the WWTP area and Back Harbour and this was the primary mechanism for the flood waters reaching the WWTP.

### **2. ISSUES AND OPTIONS ANALYSIS**

A flood study was initiated to determine:

- the causes of the flooding
- what effect that future sea level rise has on future flooding scenarios
- what mitigative measures are possible to prevent flooding in future

The flood study analysed potential flooding events that account for sea level rise under intermediate and extreme scenarios. The recommendations from the report are as follows:

1. Installation of an actively managed tide gate on the outer culvert to Back Harbour across Highway 332 (see: page 37 attached report)
2. Installation of a backup generator for the WWTP (see: page 37 attached report)

3. Provision for inflatable temporary plugs that can be used a short term solution and also as a temporary backup solution for the long term gate solution.

The long term tide gate valve solution is estimated to be satisfactory until at least 2070 under both moderate and high sea level rise scenarios. The most aggressive high sea level rise scenario includes the effect of Antarctic ice sheet melt. For information, the report also references future measures that would be needed should storm conditions exceed the scenarios noted above and that is to raise the level of Highway 332. This scenario is not something that needs to be addressed now.

As a result of the recommendations staff have taken the following actions:

1. The installation of the actively managed tide gate valve is included in the WWTP pre-design engineering work that is now underway. This will provide conceptual design and estimates as well as regulatory measures needed.
2. The installation of a backup generator is also included in the WWTP pre-design work currently underway to identify concept design and estimates.
3. A temporary plug has been purchased and an operating procedure for deployment has been developed. This plug was in fact deployed once during the potential hurricane landfall last fall as a precautionary measure.

### **3. FINANCIAL IMPACT**

The pre-design engineering and estimates for the first two items are included in the WWTP pre-design budget. That process will identify the costs that will be associated with these two items.

The temporary plug was purchased within the 2020 approved operating budget.

It will be important to include in the 2022/23, Capital budget monies to implement these conditional WWTP flood prevention measures as described above.

### **4. STRATEGIC PLAN RELEVANCE**

This project is part of the “Servicing and Facilities” Strategic Direction of Project Lunenburg’s Comprehensive Community Plan approved by Council in November 2020. Specifically, the Strategic Direction Action calls for “Upgrades to the wastewater treatment plant.”

### **5. RECOMMENDATION AND DRAFT MOTION**

This memo is for information only.

Encl. (1)

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Bea Renton, CAO



# Town of Lunenburg Wastewater Treatment Plant Flood Assessment Final Report



201155.00 • October 2020

	Final Report	V. Leys	14/10/2020	D. Kolijn
	Draft Report	V. Leys A. Wilson	29/07/2020	D. Kolijn G. Waugh
<b>Issue or Revision</b>		<b>Reviewed By:</b>	<b>Date</b>	<b>Issued By:</b>
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October 14, 2020

Ian Tillard, P.Eng.  
Town Engineer  
177 Cumberland Street  
PO Box 129  
Lunenburg, NS B0J 2C0

Dear Mr. Tillard:

*RE: Town of Lunenburg Wastewater Treatment Plan Flood Assessment*

CBCL Limited is please to present the Town of Lunenburg with this brief technical report investigating the causes of extreme flooding experienced at the Town of Lunenburg waste water treatment facility during the passage of Hurricane Dorian in September 2019.

The report goes on to investigate the likelihood of such an event recurring, future flood predictions, and recommendations for immediate and long-term flood risk mitigation strategies.

We thank the Town of Lunenburg for the opportunity to collaborate on this important investigation. Please do not hesitate to contact the undersigned for any questions or comments you may have in response to the contents of this report.

Yours very truly,

CBCL Limited

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Project No: 201155.00

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## Chapter 1 Introduction

On September 7<sup>th</sup>, 2019 Hurricane Dorian made landfall in Nova Scotia to the northeast of the Town of Lunenburg. The Hurricane generated storm surge within the Lunenburg Front and Back harbours (Figure 1-1) and caused extensive flooding and damages at the Lunenburg waste water treatment plant (WWTP). This study was subsequently commissioned to:

- ▶ Investigate the causes of the flooding,
- ▶ Study anticipated future flood levels at the WWTP facility for the immediate and long term future (i.e. 2070), and
- ▶ Provide the Town of Lunenburg with conceptual mitigation options to prevent future flood events at the WWTP facility.



Figure 1-1: Town of Lunenburg Project Area

To generate the conceptual flood mitigation options, this brief report provides the following:

- ▶ Derivation of design water levels, including tides, storm surge and sea-level rise for both the Front and Back Harbour of Lunenburg.

- ▶ An assessment of water level differences between the Back Harbour and the Front Harbour during extreme storm event (i.e., storm surge). Specifically we will assess water levels during Hurricane Juan (2003) and Hurricane Dorian (2019).
- ▶ An assessment of water levels between the Back Harbour and salt marsh connected by two (2) culverts, adjacent to the WWTP.
- ▶ Rainfall-runoff modelling to determine contributions from overland flow.
- ▶ Flood maps to depict the extents of flooding.
- ▶ Summary of recommended mitigation options.

The report concludes with a recommended mitigation option to reduce future flood risks.

## 1.1 Description of the 2020 Hurricane Dorian Event

From communication with the WWTP operator, we understand that the Hurricane Dorian flood event is the worst flooding event in the history of the Lunenburg WWTP, and that to date, no significant overland and coastal flooding has occurred at the plant. To better understand these historic flood conditions at the Lunenburg WWTP, a series of photographs provided by the plant operators are assessed (Figure 1-2 and Figure 1-3).

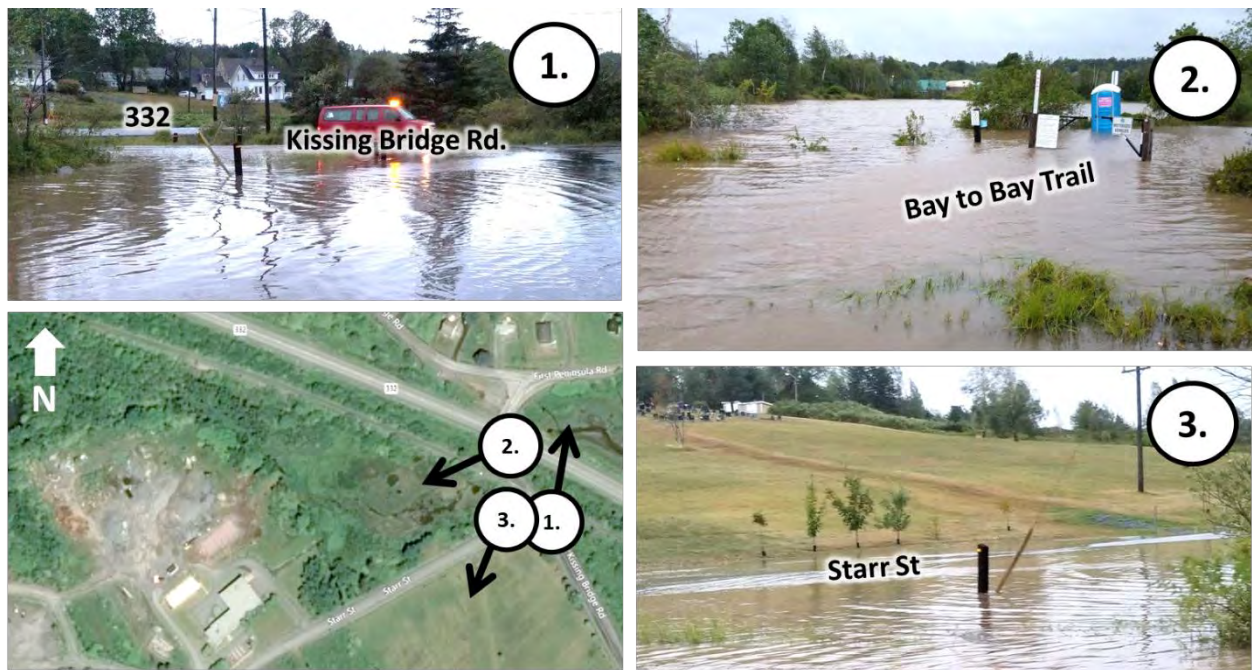


Figure 1-2: Flooding at Highway 332 on September 7<sup>th</sup> 2019

From these images we can observe the following:

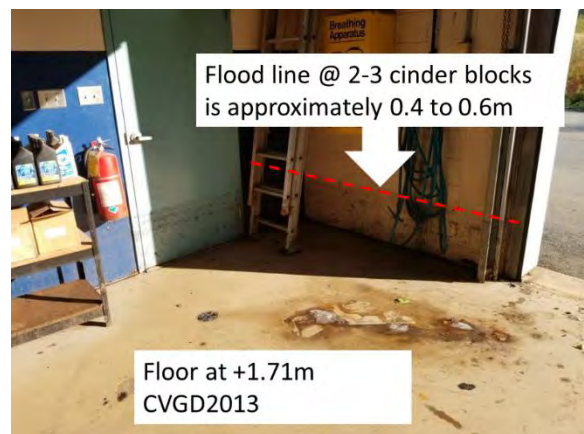
- ▶ Highway 332 remains dry and is not inundated (Figure 1-2, 1). The highway sits at approx. +2.6m CVGD2018.
- ▶ The Bay to Bay Trail is flooded (Figure 1-2, 2), where the trail bed sits at approx. +1.75m CVGD. There appears to be about a foot of water on the trail.

- ▶ Starr St. is flooded (Figure 1-2, 3), which runs parallel to the plant property. The road gradually rises as it approaches the plant. At its lowest point near the intersection (depicted in (Figure 1-2, 3), the surface of the road sits at +1.9m CVGD2013.
- ▶ The bay doors of the WWTP are inundated (Figure 1-3, 3), where the floor of the WWTP sits at +1.71m CVGD2013.
- ▶ The drainage ditches at the turnoff to the WWTP on Starr St. are entirely inundated and part of the access road to the WWTP is flooded.
- ▶ The berms around the WWTP are dry.
- ▶ Flooding appears to be coming from the drainage ditches and drainage canal which leads into the salt marsh to the east of the WWTP.



**Figure 1-3: Flooding at the Lunenburg WWTP on September 7<sup>th</sup> 2019**

We can estimate flood levels in the plant by analyzing post-flood pictures taken inside the facility (Figure 1-4). We note the flood lines left on the inside of the building which appear to be 2-3 cinder block heights above the plant floor. We know that the floor sits at +1.71m CVGD2013, therefore given typical cinder block dimensions, a flood height of 2.11m to 2.31m CVGD 2013 is feasible. Sources of this flooding are likely a combination of several contributors which could include storm surge, land based runoff, overflow in the building, and localized pooling or ponding. The dominant sources of flooding will be explored further in this report.



**Figure 1-4: Flooding evidence inside Lunenburg WWTP**

# Chapter 2 Coastal Water Levels Front Harbour

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## 2.1 Coastal Flooding Drivers

Coastal flooding is typically governed by still water levels with contributions from the following parameters:

- ▶ **Tide** – The Higher High Water Large Tide (HHWLT) is a common parameter for representing high tide. It represents the average of the annual maxima from a 19-year tidal prediction cycle.
- ▶ **Storm Surge** – Storm surges are created by meteorological effects on sea level, such as wind set-up<sup>1</sup> and low atmospheric pressure, and can be defined as the difference between the observed water level during a storm and the predicted astronomical tide.
- ▶ **Sea-Level Rise (SLR)** – Global Mean SLR will accelerate due to climate change, causing increased risks of coastal erosion and flooding. Relative sea level rise (RSLR) represents Global Mean SLR corrected with local factors including but not limited to vertical land motion.

Wave impacts and river contributions are expected to be negligible for the project site.

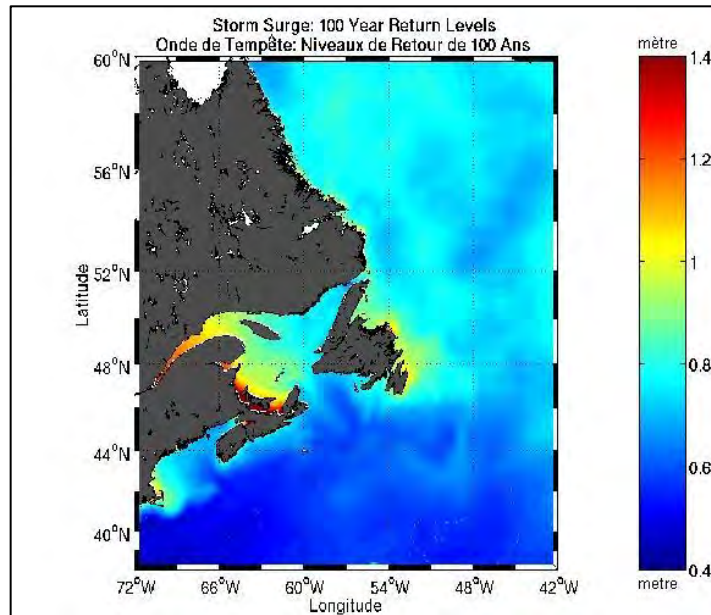
## 2.2 Storm Surge

Regional storm surge trends can be inferred from large-scale models, and nearby tide gauge observations if available. Regional modeling of storm surge was conducted by Bernier et al (2006). Sample results shown on Figure 2-1 illustrate the large-scale spatial patterns of storm surge intensity across the region, not accounting for tides. For the present study, it is assumed that the magnitude and long-term time distribution of storm surge residual relative to the tide is comparable to that measured by the DFO long-term tide gauge at Halifax.

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<sup>1</sup> Wind set-up refers to the increase in mean water level along the coast due to shoreward wind stresses on the water surface.

Calculated extreme still water levels were based on the extreme value analysis of the total water level peaks measured at the tide gauge after detrending for historical sea level rise. The calculated extreme total water levels were then corrected to the project site based on the HHWLT elevation difference between the tide gauge and the project site. The chosen method based on total water level peaks ensures that the N-year extreme total water level is statistically representative, accounting for the possibility that extreme storm surges do not always coincide with the highest tides.



**Figure 2-1: Extreme Storm Surge Residual across the Maritimes**  
(Source: Environment and Climate change Canada, based on

Table 1 shows the tidal and calculated total extreme still water levels for the Lunenburg Front Harbour.

**Table 1: 2020 Tidal and Extreme Still Water Level Estimates for Lunenburg Front Harbour**

Return Period [years]	m Chart Datum (CD)	m CGVD28	m CGVD2013
<b>100-yr</b>	3.3	2.1	1.5
<b>50-yr</b>	3.2	2.0	1.4
<b>10-yr</b>	3.0	1.8	1.2
<b>5-yr</b>	2.9	1.7	1.1
<b>2-yr</b>	2.8	1.6	1.0
<b>1-yr</b>	2.7	1.5	0.9
<b>Tidal Elevations</b>			
Source: DFO 2020 Canadian Tide and Current Tables			
<b>Higher High Water Large Tide (HHWLT)</b>	2.4	1.2	0.6
<b>Higher High Water Mean Tide (HHWMT)</b>	2.1	0.9	0.3
<b>Mean Water Level (MWL)</b>	1.3	0.1	-0.5
<b>Lower Low Water Mean Tide (LLWMT)</b>	0.7	-0.5	-1.1
<b>Lower Low Water Large Tide (LLWLT)</b>	0.3	-0.9	-1.5

### 2.2.1 Storm Surge Uncertainty

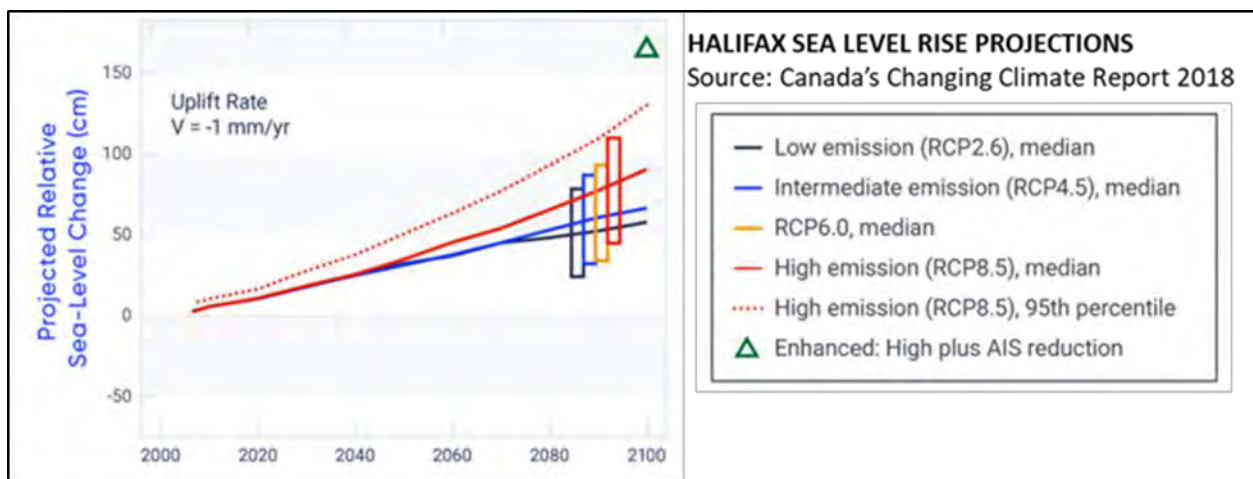
Uncertainty in the above storm surge values comes from the following factors:

- 1 Uncertainty in extreme value analysis on the Halifax total water levels itself. The 95% confidence interval on the 100-year return estimate is  $\pm 0.2$  m.
- 2 Uncertainty in applying Halifax storm surge values to Lunenburg.
- 3 Differences between Lunenburg Harbour and Back Harbour where the WWTP is located. Due to the funneled shape of the Back Harbour bay, it is possible that water levels could be measurably higher under certain wind conditions.

Uncertainty from factors (2) and (3) could be mitigated by additional storm surge modeling. For example, the storm surge residual measured in Lunenburg Harbour during 2003's Hurricane Juan was 0.65 m (Mulligan, 2008). The water level in Back Harbour during that storm was not measured. However, it could be resolved by a high-resolution hydrodynamic model forced by regional hurricane wind fields, to be used subsequently for investigating alternative storm tracks and storm intensities.

## 2.3 Sea Level Rise

Sea levels have been rising in the Maritimes since the end of last ice age 10,000 years ago. The trend is expected to accelerate with climate change. SLR Projections for the area are summarized on Figure 2-2 (Greenan et al 2018, based on James et al 2014), based on scientific literature summarized in the following paragraphs.



**Figure 2-2: Halifax Sea Level Rise Estimates Reproduced from Greenan et al 2018**

The green triangle is the projection of a scenario based on collapse of a portion of the West Antarctic Ice Sheet, providing an additional 0.65 m of Global Mean SLR to RCP8.5 by 2100.

### 2.3.1 Consensus Intermediate SLR Projections

The Intergovernmental Panel on Climate Change's Fifth Assessment Report (IPCC AR5 2013) estimated that the upper-bound Global Mean SLR could **be in the order of 1.0 m by year 2100**. This projection using process-based models was for Representative Concentration Pathways RCP 8.5 high-emission scenario. To derive Relative SLR, the Department of Fisheries and Oceans Canada (DFO) then developed the online Canadian Extreme Water Level Adaptation Tool (CAN-EWLAT), based on work by James et al. (2014) accounting for local

factors. CAN-EWLAT is a science-based planning tool for climate change adaptation of coastal infrastructure related to future water-level extremes, based on IPCC AR5 projections improved upon by incorporating information on land subsidence measured with high-precision GPS instruments. It was developed to provide SLR allowances for DFO harbours across Canada. Allowances are estimates of changes in the elevation of a site that would maintain the same frequency of inundation that the site has experienced historically.

### 2.3.2 Upper-End Projections with High Uncertainty

Recent studies tend to support higher GMSL upper-end projections based on potential rapid Greenland and West Antarctic Ice Sheet (AIS) reduction. These upper-end SLR projections (DFO Han et al. 2016, or NOAA Sweet et al. 2017) are based on probabilistic projections of the factors driving GMSL rise, which is different than the process-based model approach from IPCC AR5. NOAA's year 2100 GMSL projections range from Low (0.3m), Intermediate (1.0m), High (2.0m) and Extreme (2.5m). These projections carry higher uncertainty. Given these findings, the 2014 DFO CAN-EWLAT estimates based on IPCC AR5 RCP8.5 could be considered intermediate projections. In the Canadian context, Greenan et al. (2018) propose to add **an additional 0.65 m by 2100** of Global Mean SLR to RCP8.5.

### 2.3.3 Selection of Scenarios

The appropriate scenario to use depends on the application, such as planning time horizon or risk tolerance of the area and infrastructure assets. As shown on Figure 2-2, the scenarios start to significantly diverge after a few decades (2050's and beyond). The following approach using two scenarios as a general planning envelope could be considered, as per NOAA 2017.

- ▶ Define an *intermediate* SLR projection for short-term and medium-term planning. We propose that this scenario be the CAN-EWLAT estimate, which would represent an intermediate projection typically close to 1 m to the end of the century. This intermediate scenario may be used for defining the elevation of coastal protection structures and potentially roads, which could be built for a shorter design life and/or have built-in flexibility to allow incremental raising.
- ▶ Define an upper-bound scenario, which in the present case could be the *high or extreme* GMSLR projection that includes AIS reduction, and use it as a guide for overall risk and long-term adaptation strategy. The upper-bound scenario can be used for guiding the selection of minimum site elevations required for siting of future and potentially vulnerable permanent infrastructure.

Finally, the science of SLR will keep evolving with updated observations and improving model predictions. Implications for infrastructure and coastal flooding will need to be re-evaluated with periodic updates in SLR projections.

**Table 2: SLR Scenarios**

Relative SLR Scenario	2030	2040	2050	2060	2070	2080	2090	2100
<b>(1) Intermediate</b>								
Vertical allowance from CAN-EWLAT RCP8.5	0.13	0.2	0.31	0.42	0.55	0.7	0.87	1.12
<b>(2) High</b>								
=(1)+AIS reduction (0.65m by 2100)	0.21	0.32	0.49	0.66	0.87	1.11	1.37	1.77

## 2.4 Coastal Flood Risk

### 2.4.1 Deterministic vs. Probabilistic Approach

In infrastructure design, it has been common to use a deterministic approach to risk. This involves designing for an extreme event (e.g. 100-year return storm) for a given lifetime before refurbishment. For example, the resulting probability of encounter of the design event during a 50-year lifetime would be 39% (for the 100-year event used for design) to 64% (for the 50-year event).

In the context of climate change and particularly coastal flood risk, the deterministic approach is rendered invalid by sea level rise (SLR) because the probability of encounter of extreme events will increase with time. Therefore, we used an alternative probabilistic approach.

### 2.4.2 Probabilistic Coastal Flood Levels

The lifetime probabilities of coastal flooding were estimated for various elevations and SLR scenarios. The probabilistic calculation accounts for the increasing annual probability of encounter of a given coastal flood level, based on storm surge statistics and sea level rise scenarios previously described.

**For various elevations and SLR scenarios,**

Figure 2-3 quantifies the probability of occurrence that the coastal storm surge levels will exceed the given land elevation at least once between 2020 and the timeline specified. For example, the elevation with a 50% risk of flooding at least once between today and 2070 ranges from 1.8 (with intermediate SLR scenario) to 2.1 m CGVD2013 (with high SLR scenario), plus storm surge uncertainty levels as described in previous section. The uncertainty in SLR grows more significant towards the end of the century, hence the increasingly larger risk difference.

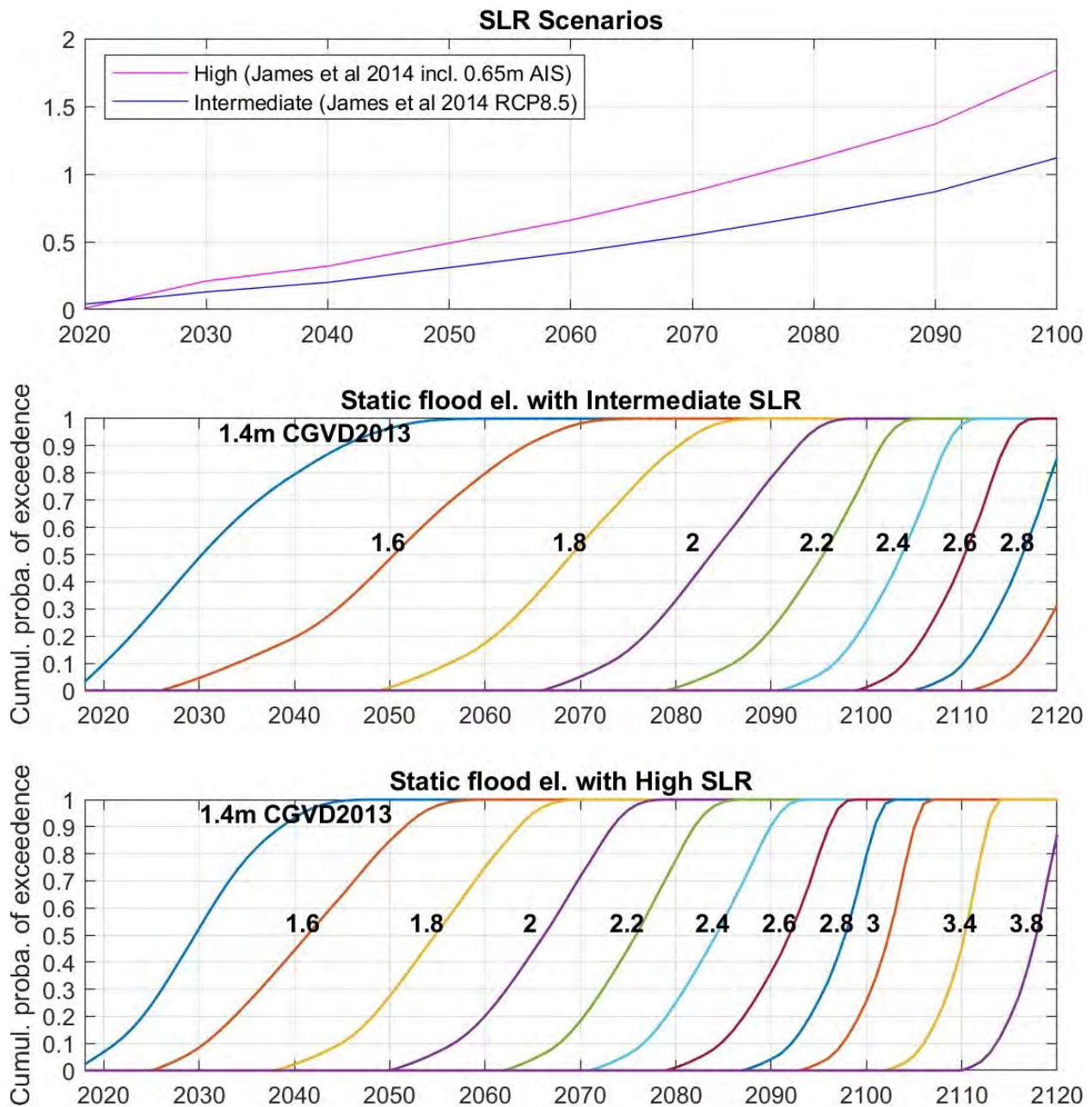
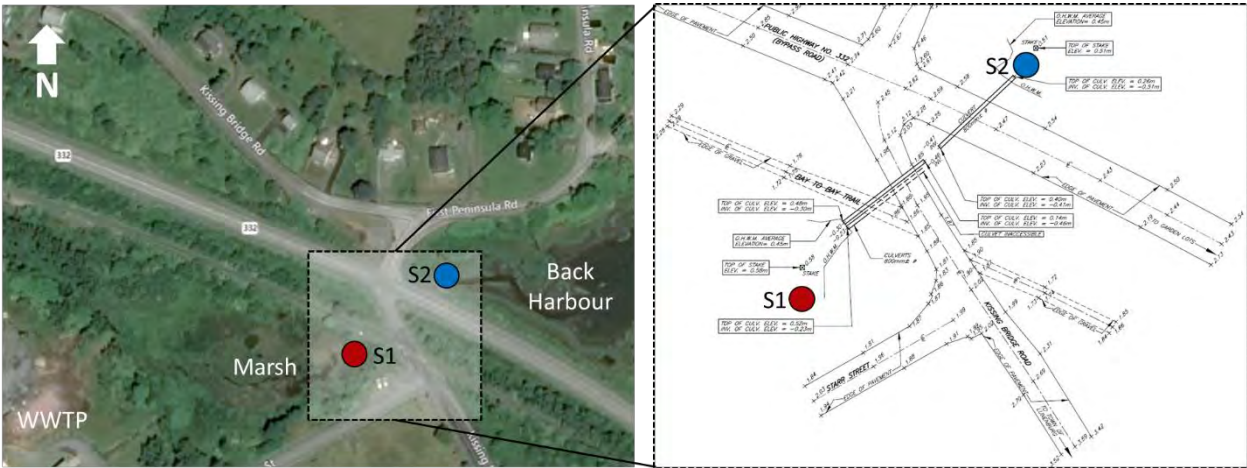


Figure 2-3: Probabilistic Water Level Estimates in Metres CGVD2013 for Front Harbour

This Figure is a decision tool to select the appropriate infrastructure elevation based on risk tolerance. The risk tolerance is defined by infrastructure lifetime and acceptable probability of flooding over the given lifetime. For a given project site, risk tolerance typically depends on the type of asset being designed or refurbished.

# Chapter 3 Water Level Measurements

A series of culverts connects the Back Harbour to a marsh which is situated adjacent to the WWTP. Highway 312 acts as a barrier between the Back Harbour and the parcel of land on which the WWTP has been built. The highway has a crest elevation of +2.6m CGVD2013, which is above the anticipated extreme water levels expected at the site. Therefore, the only viable connection between Back Harbour and the WWTP property is a through the culvert system. To determine the connectivity between the Back Harbour and the marsh, CBCL Limited (CBCL) installed two (2) tide gauges for a period of 14 days to better understand the hydraulic interaction between these connected water bodies. The location of the sensors is depicted in Figure 3-1, and the 14-day time series of water levels relative to CGVD is depicted in Figure 3-2.

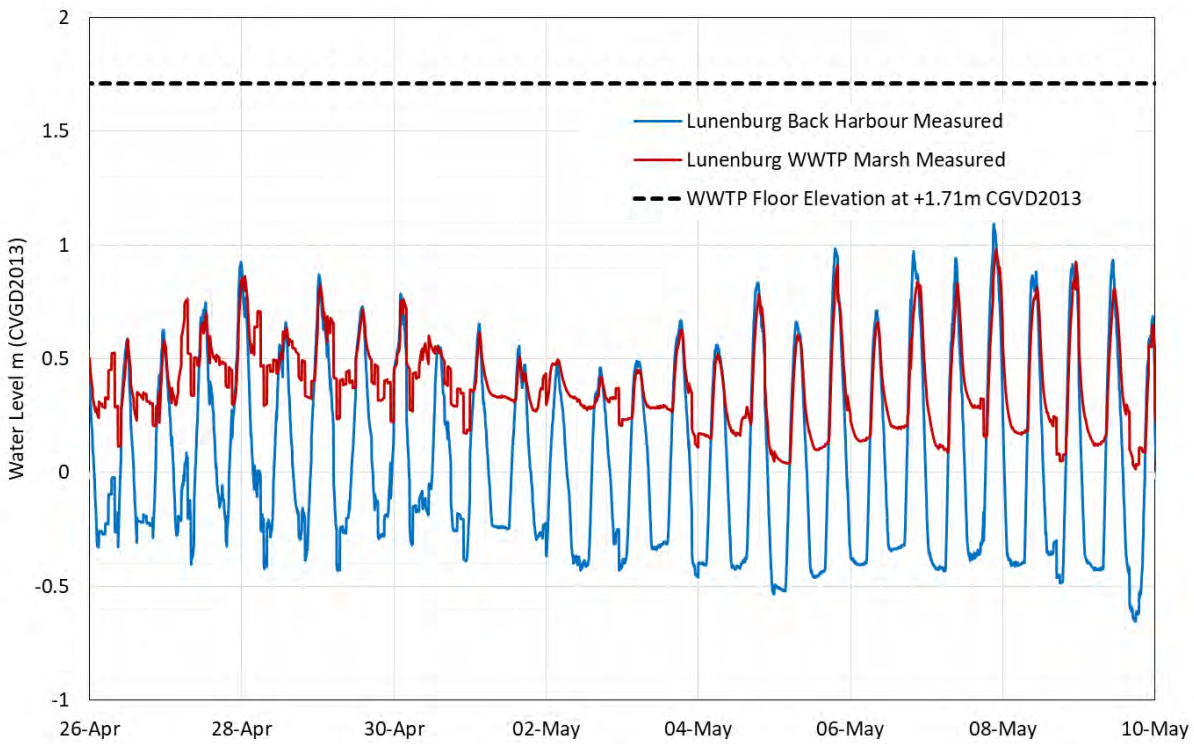


**Figure 3-1: Location of Water Level Sensors between the Back Harbour & Marsh**

A survey was completed in April 2020 of the culverts ( Figure 3-1, right) to determine their dimensions and elevation relative to the water levels in Back Harbour. The position of the water level gauges was also surveyed, where the water level sensor in the Back Harbour was installed at -0.93m CGVD2013, and the sensor in the marsh was installed at -0.19m CGVD2013. From the time series in Figure 3-2, we can make the following conclusions:

- ▶ Maximum water levels in the marsh are similar to those reported in the Back Harbour, suggesting a near synchronized hydraulic connectivity between the marsh and Back Harbour.

- ▶ Results suggest that it is likely that during a storm surge, the water levels in the marsh will be at least as high as water levels in the Back Harbour, with an almost simultaneous response (i.e. timing) of water levels in marsh, relative to the Back Harbour.
- ▶ Recorded water levels in the marsh are slightly lower than those observed in the Back Harbour. This difference is almost negligible and may be attributed to various positional or sensor errors.
- ▶ Water levels in the marsh are well below the floor of the WWTP (+1.71m CGVD2013), as is expected during a typical 14-day tidal cycle without storm surge activity.



**Figure 3-2: Monitored Water Levels at Lunenburg Back Harbour & Marsh**

## Chapter 4 Front & Back Harbour Surge

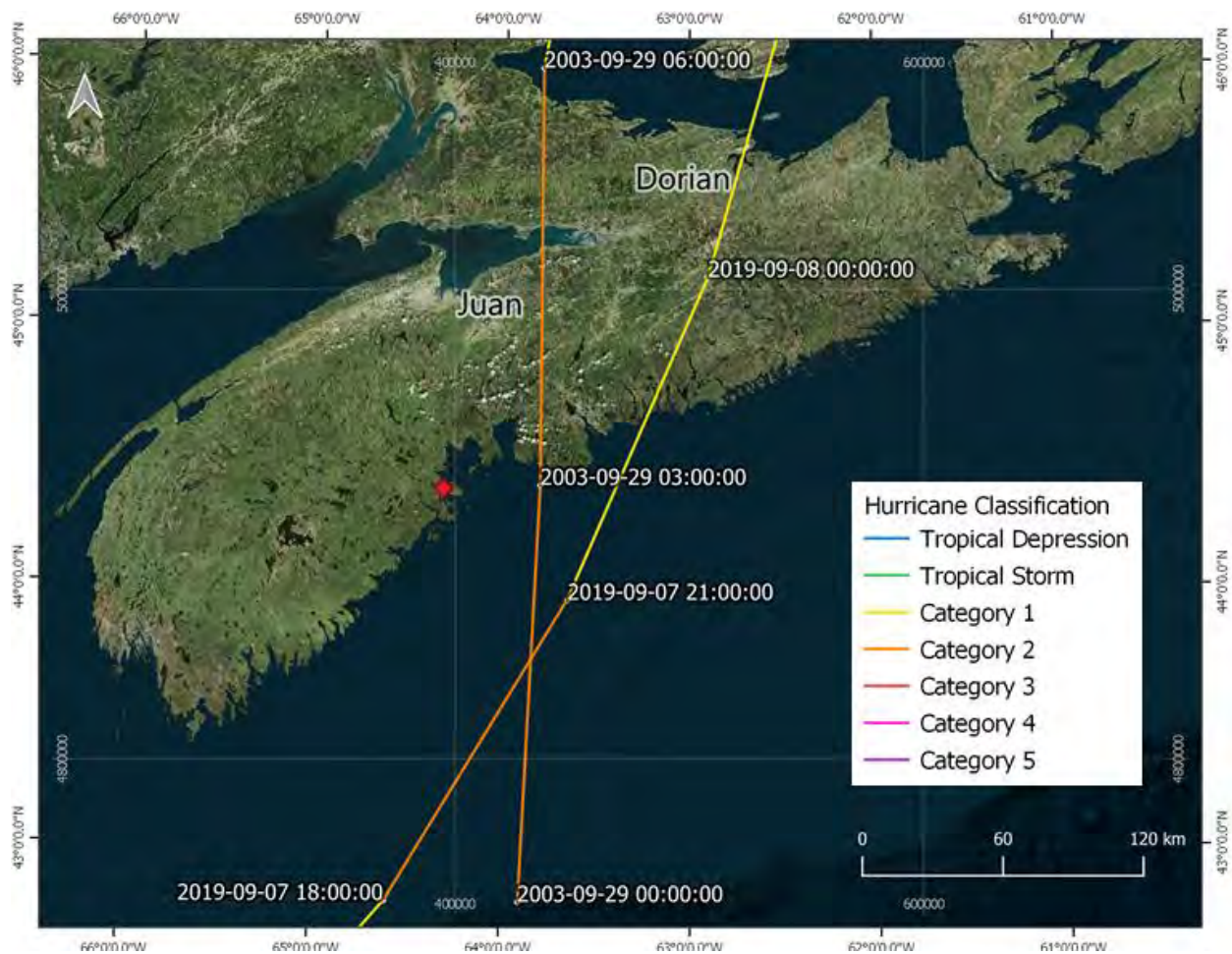
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It has long been reported and observed that water levels in the Lunenburg Front and Back harbours can differ during storm surge events. To better understand storm surge dynamics between the Front and Back Harbour, CBCL used the industry-standard MIKE21<sup>2</sup> coupled hydrodynamic and wave model available from the Danish Hydraulic Institute (DHI). The storm surge model was calibrated to a known event, i.e. Hurricane Juan on 29 September 2003. This event generated the record high water level observed by the Halifax tide gauge (2.9 m Chart Datum total water level) and in Lunenburg front Harbour (a 0.65m storm surge residual as reported by Mulligan et al., 2008).

Hurricane track, wind and atmospheric pressure data were input into the model to simulate the storm surge. The Hurricane model extends across the entire Maritime region and is refined at Lunenburg to capture the local storm surge effects. The paths used in the regional Hurricane model are depicted in Figure 4-1. The model is forced by a directional wind and pressure field generated by the hurricane track, with inputs of time, location (lat. & lon.), wind speed, pressure, and a radius of maximum wind parameter.

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<sup>2</sup> DHI (Danish Hydraulic Institute) 2020 Version Release Mike21 Modelling Package



**Figure 4-1: Hurricane Tracks Used in the Regional Hurricane Model**

The modelled peak storm surge residual (i.e. above astronomical tide) at the Halifax tide gauge was 1.5 to 1.6 m, which is consistent with the tide gauge record of a 1.5 m peak for this event. The modelled peak storm surge residual (i.e. above astronomical tide) for the Lunenburg Front harbour was 0.67m (Table 3), which is consistent with the recorded peak of 0.65m (excluding wave run-up).

Model results from the storm surge model (Figure 4-2), indicate a difference between Back and Front Harbour storm surge residual elevations (excluding tide) during Hurricane Juan (2003) and Hurricane Dorian (2019). A summary of these differences is provided in Table 3, which indicates a 25%-27% greater water level in the Back Harbour relative to the Front Harbour.

**Table 3: Storm Surge Residual Values at Lunenburg Back & Front Harbour**

Event	Simulated Storm Surge Residual (m)		
	Front Harbour	Back Harbour	Difference
Hurricane Juan (2003)	0.67	0.89	0.22 (+25%)
Hurricane Dorian (2019)	0.80	1.10	0.30 (+27%)

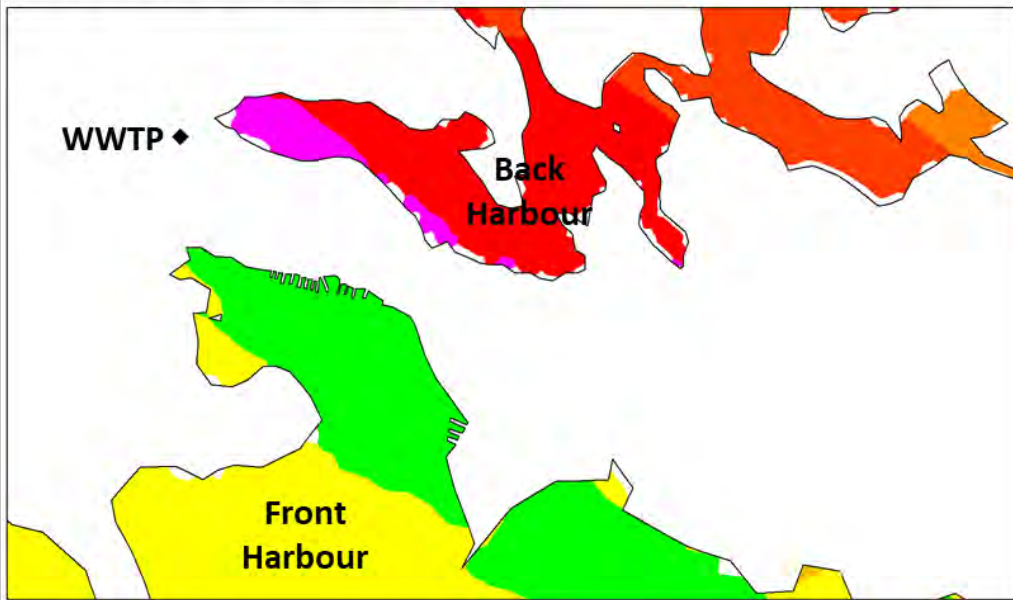
Using the tidal assessment in the preceding section, a summary of extreme water levels which adds the HHWLT to the storm surge residual, for each Hurricane system is provided in Table 4, for all three relevant vertical reference systems.

**Table 4: Extreme Water Levels at Lunenburg Back & Front Harbour**

Hurricane Event	Extreme Water Levels					
	m Chart Datum		m CGVD28		m CGVD2013	
	Front Harbour	Back Harbour	Front Harbour	Back Harbour	Front Harbour	Back Harbour
Hurricane Juan (2003)	3.07	3.29	1.87	2.09	1.27	1.49
Hurricane Dorian (2019)	3.20	3.50	2.00	2.30	1.40	1.70

From the storm surge analysis completed for Hurricane Juan and Dorian, we can derive an estimate for 2020 tidal and extreme still water levels for both Lunenburg Front & Back Harbour. Based on the limited sample size analyzed, the variation of extreme still water levels for Front & Back harbour is presented in Table 5.

## Hurricane Dorian (2019)



## Hurricane Juan (2003)

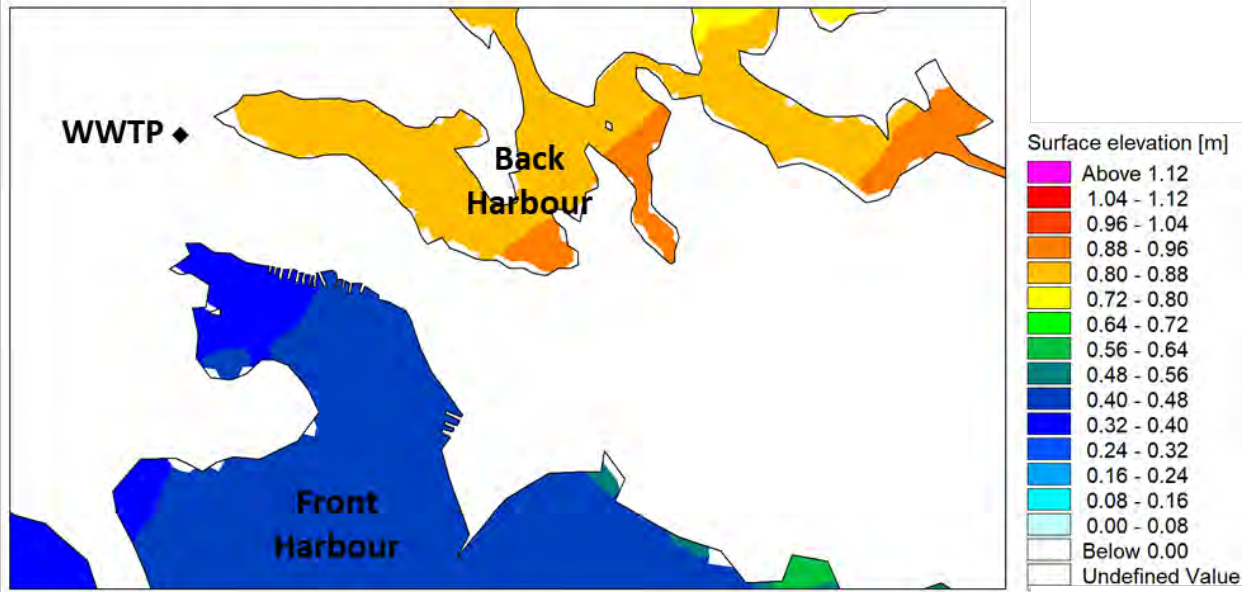


Figure 4-2: Modelled Storm Surge Residual Only, Excluding Tide, in Metres CGVD28

**Table 5: 2020 Tidal and Extreme Still Water Level Estimates for Front & Back Harbour Based on long-term storm surge statistics from the Halifax tide gauge corrected for local tide (Front Harbour), complemented by numerical modeling correction for Back Harbour based on Hurricane Juan and Hurricane Dorian simulations.**

Return Period	Lunenburg Front Harbour			Lunenburg Back Harbour		
	m Chart Datum (CD)	m	m	m Chart Datum (CD)	m	m
		CGVD28	CGVD2013		CGVD28	CGVD2013
<b>100-yr</b>	3.30	2.10	1.50	3.53	2.33	1.73
<b>50-yr</b>	3.20	2.00	1.40	3.41	2.21	1.61
<b>10-yr</b>	3.00	1.80	1.20	3.16	1.96	1.36
<b>5-yr</b>	2.90	1.70	1.10	3.03	1.83	1.23
<b>2-yr</b>	2.80	1.60	1.00	2.90	1.70	1.10
<b>1-yr</b>	2.70	1.50	0.90	2.78	1.58	0.98

**Table 6: Using the sea level rise projections (low and high), we can develop a range of anticipated flood levels in front and back harbour. For illustrative purposes these are provided below.**

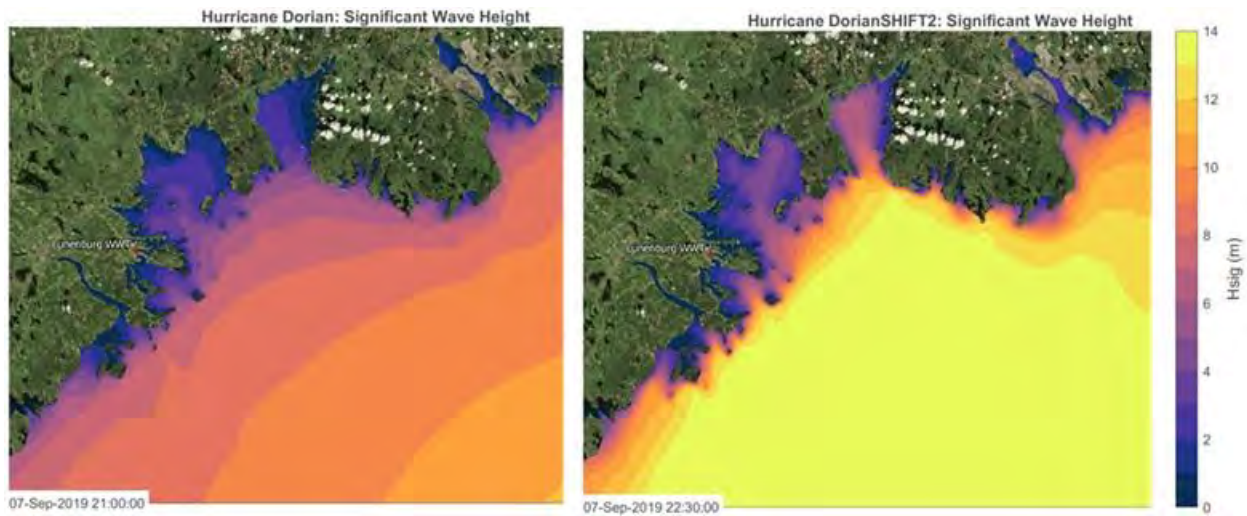
Return Period	SLR Scenario	Front Harbour	Back Harbour
50-yr	2020	+ 1.4m	+ 1.6m
100-yr	2020	+ 1.5m	+ 1.7m
50-yr	2070	+ 2.0m to + 2.3m	+ 2.2m to + 2.5m
100-yr	2070	+ 2.1m to + 2.4m	+ 2.3m to + 2.6m
50% prob. Of exceedance	2070	+ 1.8m to + 2.1m	+ 2.0m to + 2.5m
50-yr	2100	+ 2.5m to + 3.2m	+ 2.7m to + 3.4m
100-yr	2100	+ 2.6m to + 3.3m	+ 2.9m to + 3.5m
50% prob. Of exceedance	2100	+ 2.3m to + 2.9m	+ 2.3m to + 3.1m

\* All elevations in CVGD2013

From Table 5 we can derive that Hurricane Juan (2003) generated conditions in-line with a 10-year return period storm, and Hurricane Dorian (2019) generated conditions in-line with a 100-year return period storm.

#### 4.1 Hurricane Landfall Sensitivity Test

Two additional hurricane scenarios were modelled based on a shifted hurricane path for both Juan (0.79 °W) and Dorian (1.56 °W) to generate results of a direct Hurricane impact. The adjusted hurricane paths placed the eye of the storm just to the west of Lunenburg, resulting in a ‘worse-case’ scenario for each storm if the storm surge had been maximized at Lunenburg. A snap-shot from the Hurricane model for offshore wave conditions is presented in Figure 4-3, which indicates the offshore wave heights experienced for Dorian (left) and the offshore wave heights which would have been occurred had Dorian made landfall further west near Lunenburg (right).

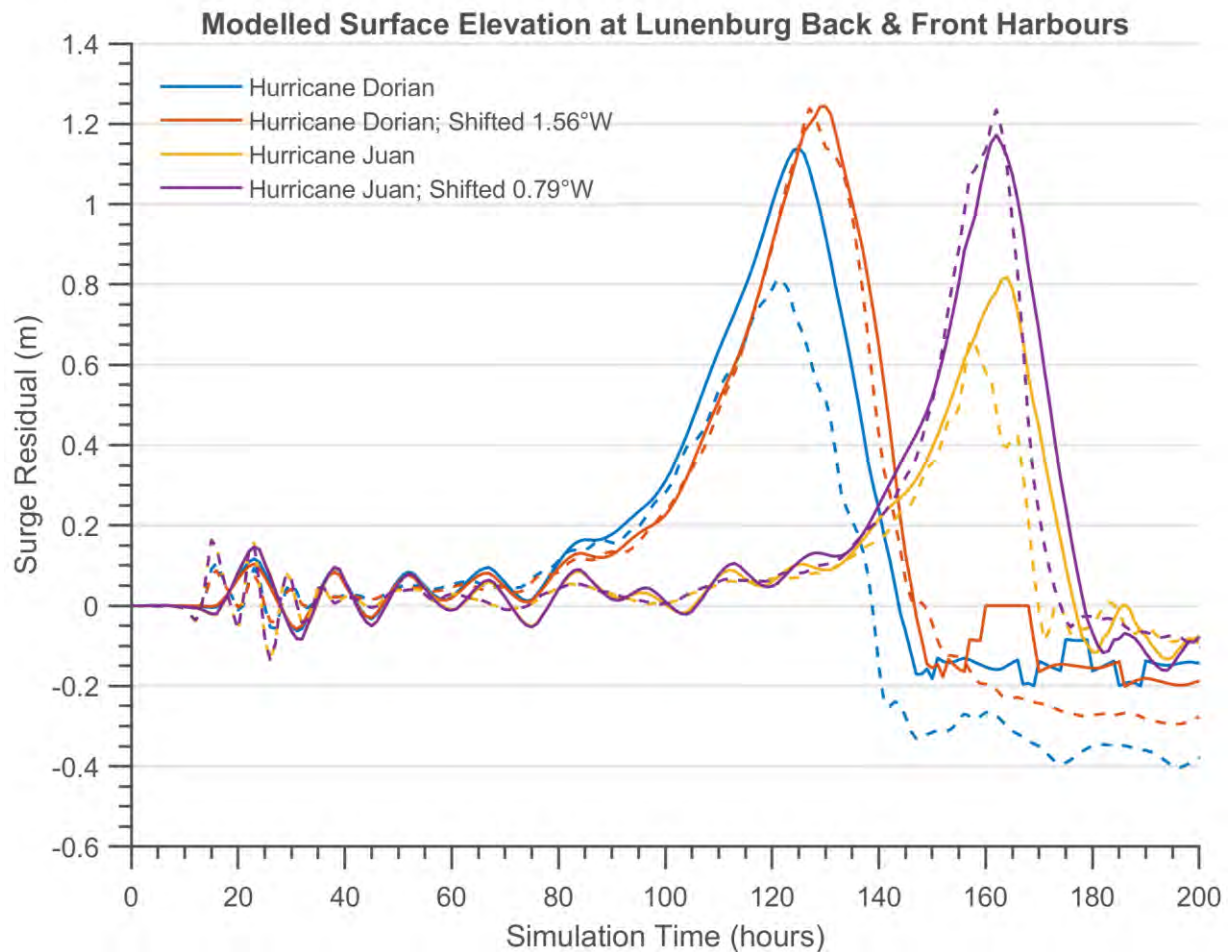


**Figure 4-3: Output of Offshore Waves for Hurricane Dorian (Left) and Shifted Hurricane Dorian Conditions (Right)**

For the shifted hurricane tracks, results were assessed for the same locations in the Lunenburg Front and Back Harbours and are summarized in Table 7. A time series plot of these conditions is also presented in Figure 4-4, where the dashed lines indicate storm surge residuals in the Front Harbour, and solid lines indicate storm surge residuals in the Back Harbour.

**Table 7: Storm Surge Residual Values at Lunenburg Back & Front Harbour for Shifted Hurricane Track (Direct Hit)**

Event	Simulated Storm Surge Residual (m)		
	Front Harbour	Back Harbour	Difference
Hurricane Juan (2003)	0.67	0.89	0.22 (+ 25%)
Shifted (0.79°W) Hurricane Juan (2003)	1.18	1.25	0.07 (+ 6%)
Hurricane Dorian (2019)	0.80	1.10	0.30 (+ 27%)
Shifted (1.56°W) Hurricane Dorian (2019)	1.25	1.25	0.00 (+ 0%)



**Figure 4-4: Modelled Storm Surge Residual Only, Excluding Tide, in Metres CGVD28. Dashed Lines Indicate Water Levels in the Front Harbour and Solid Lines Indicated Water Levels in the Back Harbour**

Several noteworthy observations can be made from both Table 7 and Figure 4-5, this includes:

- ▶ For a direct Hurricane hit on Lunenburg, the storm surge residual in the Back Harbour and the Front Harbour are nearly identical. This is most likely due to a combination of the dynamic Hurricane wind direction, wind speeds, and orientation of both Harbours. When shifted, the dynamic Hurricane systems passing just west of Lunenburg for the worst case (direct hit), generates a larger and more uniform surge in both Harbours, due to the counter-clockwise wind direction of the Hurricane as observed in Figure 4-5. This phenomena illustrates the event specific impacts which Hurricanes have, and the important role that trajectories and wind characteristics play in generating localized storm surge during Hurricane events.
- ▶ The storm surge residuals for Hurricane Juan and Dorian are very similar when the tracks are shifted closer to Lunenburg. This is expected, as both Hurricanes had relatively similar magnitudes in the context of the Hurricane Scale (1-5), and their impacts at locations of landfall were comparable.

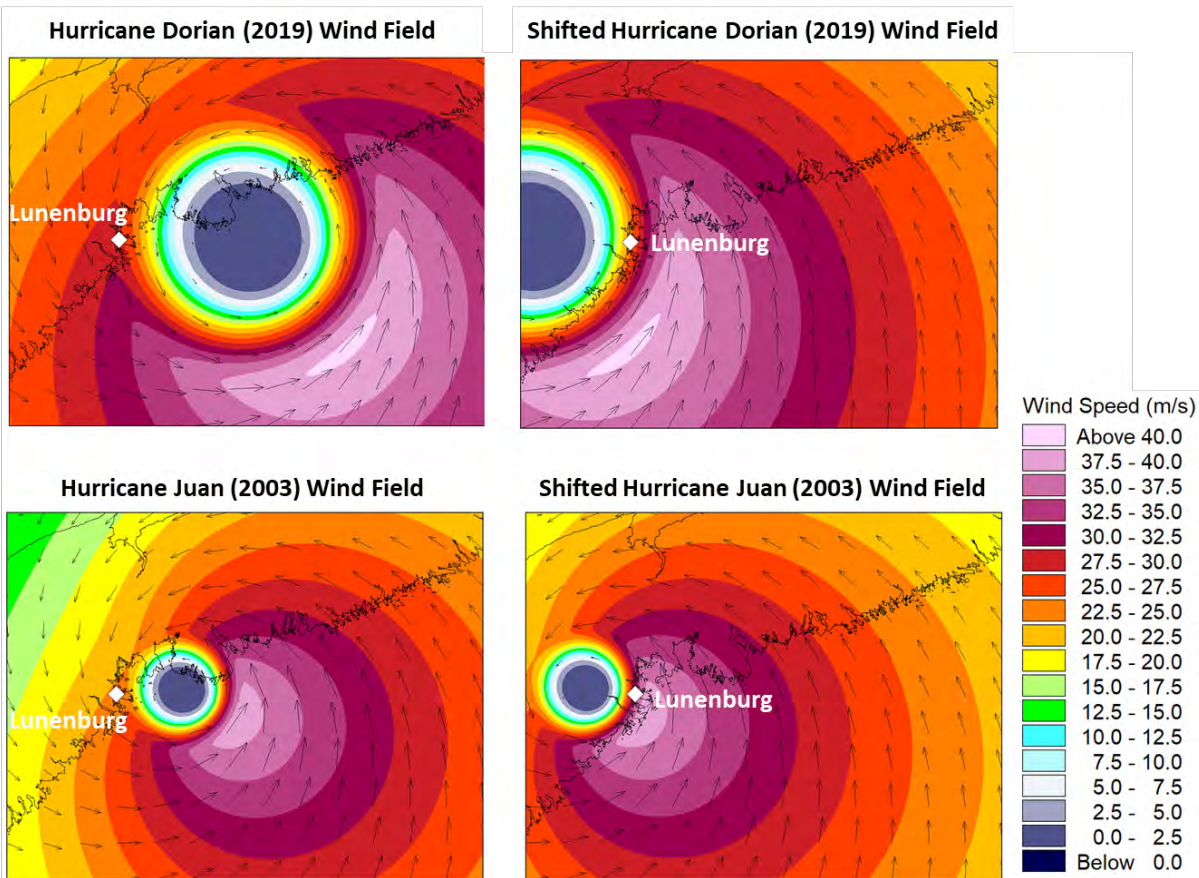


Figure 4-5: Hurricane Model Wind Field for Dorian (Top-Left: Original-track, Top-right: Shifted Track) and Juan (Bottom-left: Original-track, Bottom-right: Shifted Track)

## 4.2 Storm Surge Modelling Conclusions

Given the conclusion that the Back Harbour and the marsh next to the WWTP have synchronized water levels, and that the WWTP plant floor sits at +1.71m CGVD2013, the numerical modelling of water levels in Back Harbour (+1.7m CGVD2013) supports that the WWTP floor was inundated during Hurricane Dorian (2019). This suggests that the numerical model adequately captured the differences between storm surge in the Front Harbour and the Back Harbour, and that conditions simulated in the model at the WWTP are representative of what occurred during Hurricane Dorian.

In light of this sensitivity analysis, we conclude that the water levels (storm surge residuals) derived with the calibration of Hurricane Juan and Dorian are likely conservative when used in deriving design water levels.

The numerical models indicate that a direct Hurricane hit on Lunenburg will likely not produce the water level difference between Front and Back Harbour that was observed with Juan and Dorian (which made landfall further east).

We therefore conclude that the water level difference between Front and Back harbour used when assessing flood risk at the WWTP is a conservative scenario. It should be noted, that a direct hit from a Category 2 Hurricane in Lunenburg would exceed a 100-yr return period, and should therefore be considered separately when assessing risk and selecting a design event. Moving forward in this assessment we consider scenarios where flood levels in Lunenburg back and front harbours are identical.

Photographic evidence suggests that flooding occurred some level above the plant floor during the event (0.3 to 0.6m), which is not captured by the model. There are likely several reasons why the model has not captured this additional 0.3 to 0.6m of flooding, including but not limited to:

- ▶ Model error and data availability. All numerical models carry inherent uncertainties and ranges of error. With a hurricane surge model, an additional 0.3 to 0.6m of surge may be difficult to capture given the highly site specific nature of the WWTP, and the limited information which was available to feed into the model. The accuracy of the model is satisfactory for this type of analysis, given the results which were calibrated to anecdotal observations without measurements of water levels during the event.
- ▶ Accumulation of water in facility (surcharge / overflows). It is possible there was a surcharge of water in the facility or entrapment of water in the facility not captured by the model and contributing in part, or wholly, to the elevated water levels experienced inside the WWTP.
- ▶ Localized hydrology on the small watershed parcel of the WWTP is not captured in the model and may have to some small degree, contributed to water accumulation in the vicinity of the plant, and/or surcharge in the swamp.

In an attempt to resolve the additional 0.3-0.6 meter flood level experienced, we conduct a rainfall-runoff modelling exercise in the next chapter.

## Chapter 5 Rainfall-Runoff Modelling

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Hurricane and tropical storm systems not only generate storm surge but can also bring large, intense rainfall events. During a storm, water draining to the marsh below the WWTP has the potential to further aggravate flooding caused by high tides and storm surge. A hydrological analysis was carried out to better understand the role of rainfall-runoff flooding and storage capacity in the marsh below the WWTP.

The rainfall-runoff modelling assessment was completed because storm surge modelling alone could not explain the extreme flood levels experienced at the Lunenburg WWTP during the 2019 Hurricane Dorian event. Some overland flow from rainfall-runoff may have contributed to the extreme flood levels experienced at the WWTP.

The marsh is a natural low point collecting runoff from parts of Lunenburg and forested areas north of the WWTP. It is connected to the Back Harbour by culverts allowing runoff to freely drain. The culverts also allow high tides to freely flow into the marsh, which during extreme events can cause the flooding, such as during Hurricane Dorian. The hydrological analysis of the marsh seeks to understand the marsh's ability to capture and hold rainfall-runoff that may occur during high tide or from an obstruction to the culverts.

A hydrologic model was setup using PCSWMM, a software from Computational Hydraulics International (CHI [2019]), based on the US EPA's Storm Water Management Model 5 (SWMM5). SWMM5 is an industry standard software for stormwater management.

For this study, the watershed was defined as the land draining to the marsh below the WWTP, which encompasses forest, parkland, and residential areas bounded by Route 332 to the north, Maple Avenue and Dufferin Street to the south, and as far as Kaulback Street to the East. The total drainage area to the marsh is 48 hectares. The subcatchments were delineated using the provincial 1 m Lidar DEM as shown in Figure 5-1. Subcatchment runoff was routed to the marsh which was modelled as a storage reservoir with a stage-storage curve extracted from its natural topography.



**Figure 5-1. Stormwater model schematic**

Land cover surface roughness for were assigned based on standard vales from McCuen, et al (1996) and impervious percentage for each subcatchment was estimated based on satellite imagery. Soil data for calculating infiltration losses was taken from digital soil maps produced by Agricultural and Agri-food Canada (2013). Soils types in the watershed include loam and sandy-loam, and the corresponding bulk hydraulic conductivity rates were taken from Rawls et al (1993) and adjusted to represent naturally compacted soils.

Rainfall events were simulated using historical intensity-duration-frequency (IDF) data from the Western Head climate station, located 52 km southwest near Liverpool, NS (ECCC, 2020). IDF data from the Western Head climate station represents 19 years of records. The Western Head IDF data has slightly higher storm magnitudes than that for the next closest climate station with IDF data (Shearwater in Halifax). IDF data was fit to idealized storm hyetographs using the Chicago type distribution as shown in Figure 5-2 (Keifer et al. 1957).

A 12 hour storm duration was selected to represent potential overlap with the timing of a high tide cycle.

Hurricane Dorian hit land on September 7<sup>th</sup>, 2019 and produced intense, and locally varied rainfall across Nova Scotia. At the three closest Environment Canada climate stations, rainfall depths varied substantially. The St. Margaret’s Bay climate station recorded the highest rainfall depth of 140 mm, with the Western Head climate station (Liverpool) recording 128.5 mm, and the Shearwater climate station (Halifax) recording only 71 mm.

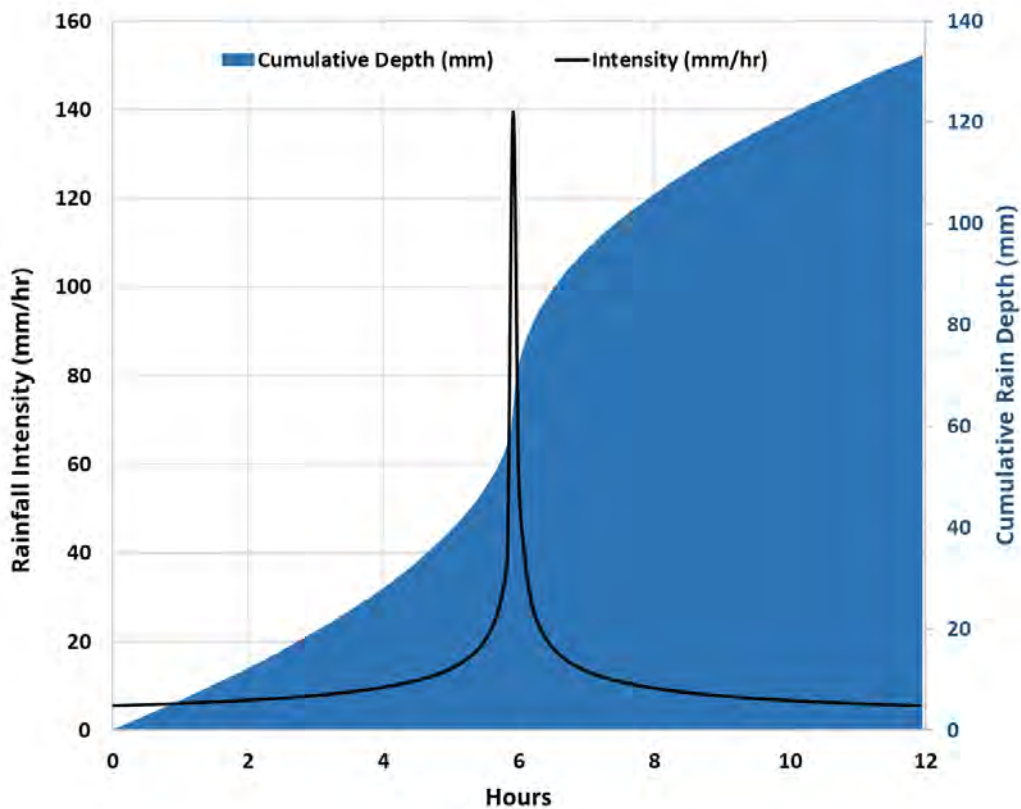


Figure 5-2. Design Rainfall Distribution shown for the 1:100 year IDF event

Modelling results for the statistical rainfall events are presented in Table 8 and illustrated in Figure 5-3. The 25-year return period rainfall event produced a maximum water level of 1.63 m which is just below the floor of the WWTP. The 100-year return period rainfall produced a maximum water elevation of 1.83 m, which equates to a depth of 0.13 m on the floor of the WWTP. The fifth scenario shows the 100-year rainfall with culverts allowed to freely drain (low tide) and results in a water surface elevation of 1.29 m.

**Table 8. Modelling Results for Runoff to the Marsh**

Return Period Event	Rainfall Depth	Runoff Volume into the Marsh	Water Surface Elevation at the Marsh
	mm	m <sup>3</sup>	m (CGVD2013)
<b>2-yr, 12 hour</b>	68.9	2,894	0.90
<b>10-yr, 12 hour</b>	97.4	8,604	1.43
<b>25-yr, 12 hour</b>	112.3	12,420	1.63
<b>100-yr, 12 hour</b>	133.2	16,880	1.83
<b>100-yr, 12 hour Free Draining</b>	133.2	6,746	1.29
<b>Hurricane Dorian</b>	128.5 - 140.0 <sup>1</sup>	-	-

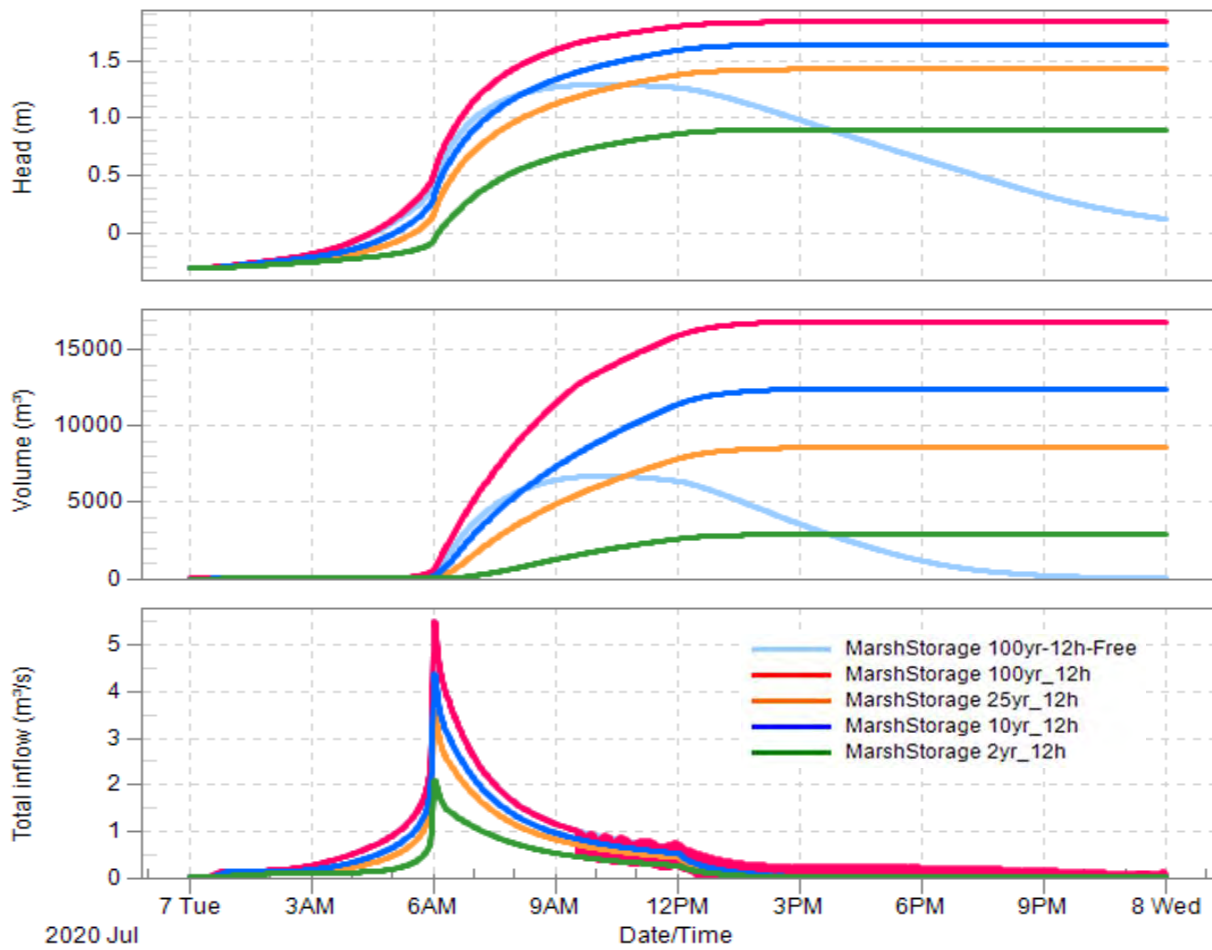
Note:

1. Rainfall estimates for Hurricane Dorian range from 128.5 mm at Western Head climate station to 140.0 at the St. Margaret's Bay climate station.

The first four scenarios are conservative in that the marsh is not allowed to drain the incoming runoff through the culverts. The results do suggest that runoff volume, combined with high tide conditions could contribute to flooding at the site. The timing window for these combined effects is limited to only the peak of the high tide, outside of which the marsh is allowed to drain stored runoff and regain its storage capacity. The fifth scenario highlights that under low tide conditions the culverts are able to sufficiently drain even the 100-year event without causing flooding up to the WWTP.

These results highlight that rainfall-runoff likely generated the additional flood elevation at the WWTP, in addition to the storm surge elevations. A flood mitigation, such as tidal gates, that block the marsh's drainage culverts, could lead to significant buildup of water in the marsh. During a large storm event, tidal gates would require monitoring and management to ensure that overland runoff is able to drain out of the marsh. Preventing short-term storm surge from flooding the marsh, followed by immediate relief of rainfall-runoff accumulation (by opening a flood gate to the Back Harbour) would most likely offer sufficient protection from flooding.

There appear to be localized drainage issues from Starr Street that may be adding to flood potential at the WWTP. The current preliminary modelling did not have required resolution to identify small scale flow paths from Starr Street to the WWTP. Mitigation options that impair drainage paths around the WWTP, such as berms, should be further evaluated with a finer resolution model. This will ensure proper design of mitigation options and help avoid unintended consequence from controlling the flow of water.



**Figure 5-3. Modelling Results for Runoff to the Marsh**

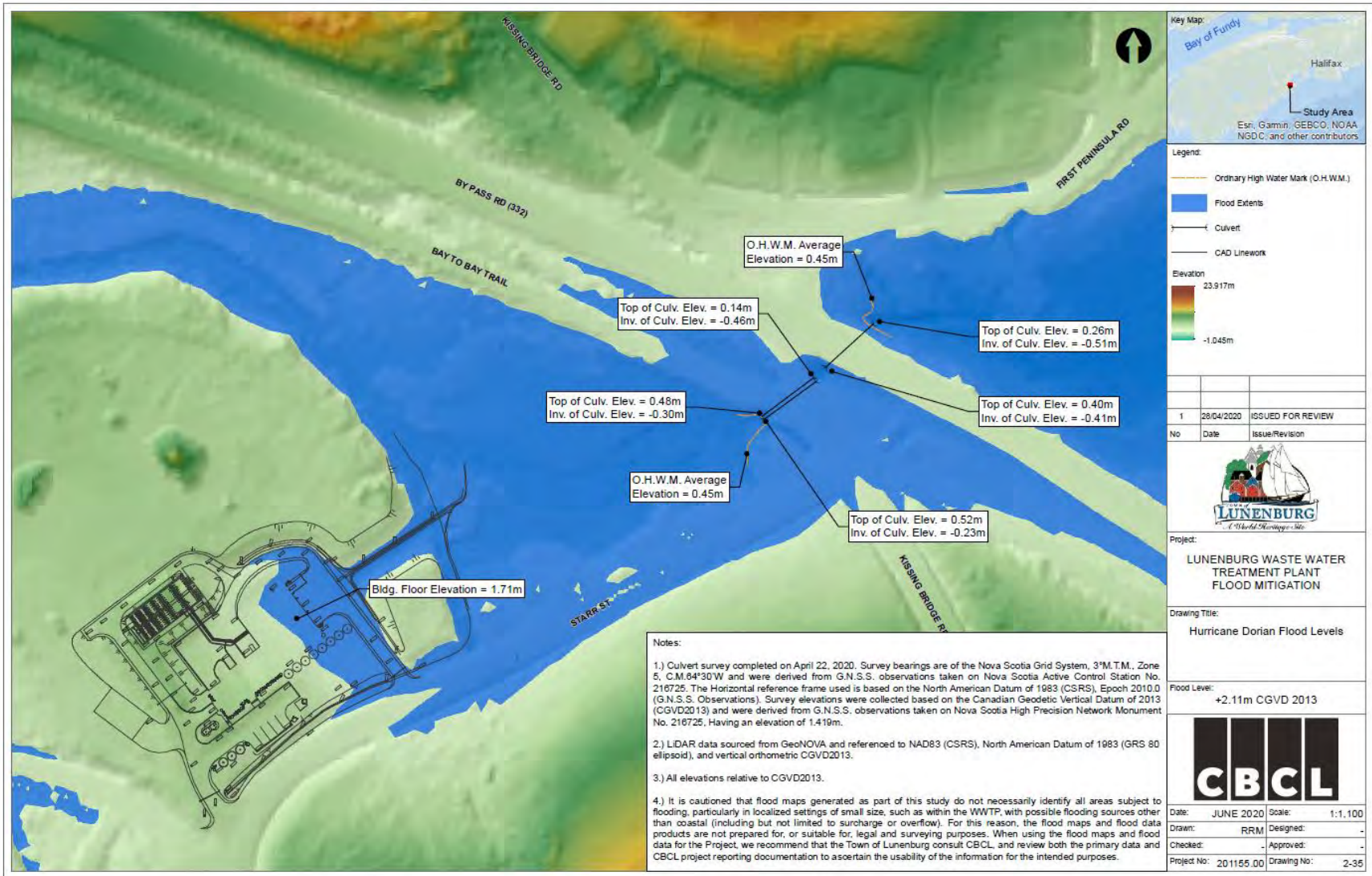
During a detailed design stage, further analysis of the proposed mitigation option is recommended in order to better understand the interplay of high tides, rainfall-runoff, the existing culverts, and localized stormwater flooding along Starr Street.

## Chapter 6 Back Harbour Flood Map

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Using the information gathered in the preceding chapters we are able to reconstruct the most likely flood levels experienced during Hurricane Dorian based on our storm surge and runoff modelling, engineering assessment, anecdotal information provided, and imagery. These flood levels are depicted in Figure 6-1 and are likely in the order of +2.11m CVGD 2013. This consists of a +1.71m CVGD 2013 flood level attributed to storm surge from back harbour based on numerical modelling investigations, and a +0.40m additional water level attributed to localized pooling, ponding and rainfall-runoff.

It is cautioned that flood maps generated as part of this study do not necessarily identify all areas subject to flooding, particularly in localized settings of small size, such as within the WWTP, with possible flooding sources other than coastal (including but not limited to surcharge or overflow). For this reason, the flood maps and flood data products are not prepared for, or suitable for, legal and surveying purposes. When using the flood maps and flood data for the Project, we recommend that the Town of Lunenburg consult CBCL, and review both the primary data and CBCL project reporting documentation to ascertain the usability of the information for the intended purposes.



**Figure 6-1: Most likely flood levels experienced during Hurricane Dorian based on modelling, engineering assessment, anecdotal information provided, and imagery assessment (+2.11m CVGD 2013).**

## Chapter 7 Flood Mitigation Options

Due to the probability of more severe flooding in the future, flood mitigations are a valuable tool to protect the existing infrastructure. Several different flood mitigations may be applicable at the site. Each option has its own benefits and drawbacks and will require further assessment to determine its technical feasibility and its overall value proposition (risk reduction versus cost). Table 9 provides a comparison of six (6) options identified, including potential benefits and drawbacks. These options include:

- ▶ Passive Tide Gate
- ▶ Controlled Tide Gate
- ▶ Temporary Culvert Plugs
- ▶ Raise Coastal Road
- ▶ Control Berms around WWTP
- ▶ Floodproofing inside WWTP

Further description of the flood mitigation options is presented below.

One set of options is to block the tides from coming through the culverts that connect the marsh to the coast. This includes different types of tidal gates installed at the coastal side of the culverts, as well as the option to use a temporary culvert plug. For tidal gates we consider:

- ▶ **Passive Flap Gates** - are commonly used in Nova Scotia to control the inland flow of tidal water at dykes. A passive flap gate is shown in Figure 7-1. The free hanging gravity flap is controlled by water pressures exerted on both side. During low tide the upstream freshwater pushes the flap open allowing drainage. During high tides the pressures from the coastal water slam the gate shut. It is assumed that the natural function of the marsh involves regular flooding from tide water. In that case, a passive flap gate could significantly alter its natural function. However, if the marsh is not regularly flooded with tide water, a passive flap gate, may have minimal impacts.
- ▶ **Controlled Gates** - could be operated by manual stem and valve or with a motorized system. A manually operated valve is illustrated in Figure 7-1. They can be shut just during the high tide event to exclude tide water and left open the rest of the time. This allows the marsh to retain its natural function. This option requires active management during a storm event and regularly maintenance to ensure its functioning properly.

A potential issue with either passive or controlled tidal gates is whether their headwalls can be constructed around the existing constraints of the roads and culverts. It is likely that construction of the headwall will require road upgrades and culvert replacement.



**Gravity Type Flap Gate**



**Manually Controlled Gate Valve**

**Figure 7-1. Left - Gravity flap gate (Credit: Plasti-fab Inc.), Right - Manually controlled gate valve (Credit: Waterman Valve LLC)**

Temporary culvert plugs are generally used for industrial water management to contain contaminant spills. As well, there are others examples of culvert plugs being used to isolate and dewater construction sites near culverts and in rare cases to plug major tunnels such as the New York City subway. Plugs are available in a range of sizes and materials. Typically, they are air filled however water filled options do exist.



**Figure 7-2. Culvert Plug (Credit: Pro-active Inc).**

The main drawback to their use will be health and safety hazards associated with installing and removing the plug during a storm event as well as working with pressurized system. As well, the buoyant forces of the submerged plug inside a culvert should be evaluated to ensure that it will not cause damage to the road surface.

Another set of option that was considered is to build berms or raise the road to prevent overland flooding. Potential locations of flood control berms and raising the height of Route 332 are shown in Figure 7-3.

Under current sea level and storm surge estimates, the coastal road (Route 332) is not at serious risk for flooding and during Hurricane Dorian water did not overtop the road. Route 332 currently sits at +2.6m CVGD2018, which according to our assessment of future flood levels would sustain flood levels up to 2070, for a 100-year return period event, under the most aggressive sea level rise scenario. Raising the road to protect the WWTP can therefore be categorized as a long-term objective. Raising the road would need to be done in conjunction with tide gates in the culverts in order to prevent sea water from entering the marsh.

Flood control berms located along Starr Street and at the outlet channel from the WWTP may prevent both overland flooding from Starr Street as well as coastal flooding coming from the marsh. A flood control berm constructed across the drainage channel below the WWTP must be capable of allowing drainage from the WWTP. This would be required to allow emergency overflow drainage from the plant as well as to relieve rainfall runoff during storm events. Berms should be designed and constructed to allow them to be raised in the future.



**Figure 7-3. Location of Flood Control Berms and Raising Coastal Road**

Floodproofing describes protecting specific equipment and infrastructure from flood waters. The most effective measure is to elevate, or raise, critical systems above the flood water level. For example, all electrical systems and powered equipment would be installed at a height above the floor. Some equipment cannot be raised and for that the next best option is dry floodproofing. Dry floodproofing involves constructing flood barriers or shields around individual pieces of equipment or areas that contain essential equipment to prevent floodwaters from coming into contact with critical equipment. Dry floodproofing may also include barriers along exterior doors to prevent water from entering the building. Floodproofing measures must also satisfy applicable codes and standards. The U.S. Federal Emergency Management Agency (FEMA) has many resources on floodproofing, including information on how to floodproof critical infrastructure such as water treatment plants.

**Table 9. Overview of Flood Mitigation Options**

Option	Details	Benefit	Drawbacks	Next Steps
<b>Passive Tide Gate</b>	Passive flap gate installed at downstream (coastal) side of culverts on Kissing Bridge Road or Route 332	<ul style="list-style-type: none"> <li>Operates independently with minimal management required</li> <li>Effectively prevents coastal flooding while allowing freshwater drainage</li> </ul>	<ul style="list-style-type: none"> <li>Will impact the natural marsh ecosystem</li> <li>Construction of gate headwall structure along roadside requires further feasibility study</li> <li>Challenge of integrating new gate with older culverts</li> </ul>	<ul style="list-style-type: none"> <li>Assess marsh ecosystem to determine if it is a salt marsh or freshwater system.</li> <li>Evaluate technical feasibility of constructing tide gate headwall on existing structure</li> </ul>
<b>Controlled Tide Gate</b>	Manually or electronically controlled tide gate installed at downstream (coastal) side of culverts on Kissing Bridge Road or Route 332	<ul style="list-style-type: none"> <li>Allows gates to be closed only during coastal flooding events, thus allowing the marsh to retain its natural function</li> </ul>	<ul style="list-style-type: none"> <li>Requires active management during a storm event and regular testing and maintenance</li> <li>Backup control system is recommended for redundancy</li> <li>Construction of gate headwall structure along roadside requires further feasibility study</li> <li>Challenge of integrating new gate with older culverts</li> </ul>	<ul style="list-style-type: none"> <li>Consult with Department of Transportation and Infrastructural Renewal</li> </ul>
<b>Temporary Culvert Plugs</b>	Water or air filled bladder that is placed inside the culvert and inflated.	<ul style="list-style-type: none"> <li>Temporary measure that requires no new construction</li> <li>Will not affect natural marsh functions</li> </ul>	<ul style="list-style-type: none"> <li>The timing of plug will be critical to its success and during long duration storms, it may hinder marsh drainage</li> <li>Health and safety risks associated with installing and removing the plug in culvert</li> </ul>	<ul style="list-style-type: none"> <li>Gather more information on safety considerations and practicality of installing plug during storm event</li> </ul>

			<ul style="list-style-type: none"> <li>▶ Risk of damage to culvert due to buoyancy forces exerted from inside the culvert</li> </ul>	
<b>Raise Coastal Road</b>	Raising the coastal road, Route 332, to prevent overtopping from storm surge. To be used in conjunction with tide barrier in the culverts.	<ul style="list-style-type: none"> <li>▶ May prove effective for preventing flooding from future sea level rise.</li> </ul>	<ul style="list-style-type: none"> <li>▶ Based on current modelling the coastal road is not susceptible to flooding. With sea level rise raising the coastal road may prove valuable.</li> </ul>	<ul style="list-style-type: none"> <li>▶ Consult with Department of Transportation and Infrastructural Renewal to find out about future plans for road renewal / upgrades to Route 332.</li> </ul>
<b>Control Berms around WWTP</b>	Construction of flood control berms along the east and south sides of the WWTP.	<ul style="list-style-type: none"> <li>▶ Will not affect natural marsh functions</li> <li>▶ Does not require construction along the Kissing Bridge Roadway or Route 332</li> </ul>	<ul style="list-style-type: none"> <li>▶ Berm should include drainage gates to allow collected stormwater and WW surcharge to be released through the berm</li> </ul>	<ul style="list-style-type: none"> <li>▶ Prepare conceptual design of berm with required footprint to determine if there is sufficient space on site for construction</li> </ul>
<b>Floodproofing inside WWTP</b>	Renovation of the WWTP to move and protect essential equipment and infrastructure inside the plant	<ul style="list-style-type: none"> <li>▶ Require no new civil construction (e.g. berms or tide gates)</li> <li>▶ May also protect against internal WW flooding issues</li> </ul>	<ul style="list-style-type: none"> <li>▶ Flooding may still occur causing interruption to operations</li> <li>▶ Health and Safety risk to staff working in the WWTP during flooding</li> <li>▶ May not be feasible depending on the WWTP design.</li> </ul>	<ul style="list-style-type: none"> <li>▶ Prepare inventory of equipment and infrastructure within the WWTP that is susceptible to flooding and assess feasibility of raising or dry-proofing</li> </ul>

## Chapter 8 Recommendations & Conclusions

A flood study has been completed to understand the current and future flood risks at the Lunenburg waste water treatment plant. Numerical modelling and assessment of historical data has captured the flood conditions experienced at the WWTP during Hurricane Dorian, on September 7<sup>th</sup>, 2019. Using storm surge projections, combined with future sea level rise projections, a combination of short-term and long-term flood mitigation options were developed. These included six (6) passive and active management options. Based on the information presented in this technical report we recommend the following:

- ▶ Installation of an actively managed tide gate on the outer culvert to Back Harbour. This gate is to be closed during storm surge events, and opened to relieve any runoff accumulation in the marsh after the storm surge has subsided. This solution is estimated to be satisfactory until at least 2070 under both moderate and high sea level rise scenarios.
- ▶ Route 332 currently sits at +2.6m CVGD2018, which according to our assessment of future flood levels would sustain flood levels up to 2070, for a 100-year return period event, under the most aggressive sea level rise scenario. Raising the road to protect the WWTP can therefore be categorized as a long-term objective.

It is recommended to install a back-up generator at the WWTP itself, to ensure that all treated wastewater can be safely pumped to the Front Harbour, during an emergency situation, when the culverts have been closed to protect the WWTP from storm surge.

For an immediate, short-term solution the inflatable temporary culvert plugs may be considered, pending further assessment, testing and a thorough health and safety review of risks associated with the installation during emergency situations. The culvert plug is not considered a long-term solution, and should only be seriously considered if one of the more permanent solutions, such as the tide gate, cannot be implemented in the near future.

Some additional findings and conclusions based on the ongoing consultation and discussions with the Town of Lunenburg throughout this investigation include:

- ▶ The numerical models indicate that a direct Hurricane hit on Lunenburg will likely not produce the water level difference between Front and Back Harbour that was observed with Juan and Dorian (which made landfall further east). Water level differences between Front and Back harbour only occur during a very specific combination of

meteorological conditions, including wind speeds, path of the storm, and location of landfall.

- ▶ Back Harbour water levels will not increase if the culvert is closed, as the salt marsh volume is too small to affect the large back Harbour water body.
- ▶ Efforts should be taken to protect the marsh from any future infilling or impacts, and to maintain its existing footprint. It is important that the marsh sustain its existing carrying capacity to absorb rainfall-runoff when the culverts are closed during emergency storm surge situations.

The next steps to implementing the preferred flood mitigation strategy would be to:

- ▶ Develop a conceptual design of the recommended tide gate. This includes:
  - Determining the feasibility of constructing a new headwall to hold the gates along the side of the provincial road.
  - Conduct more detailed hydraulic culvert modelling.
  - Prepare preliminary design drawings of the tide gate solution.
  - Developing a preliminary cost estimate.
  - Determine the regulatory road map for approvals to build the tide gate.
  - Develop an operational management and maintenance plan for the proposed tide gate.
- ▶ Conduct consultations with Town officials, Nova Scotia Lands, Department of Transportation and Infrastructural Renewal and Department of Environment, to name a few.
- ▶ Developing a detailed design, final cost estimates, tender documentation, and construction specifications.
- ▶ Gain regulatory approvals, and authorization to proceed with construction works.
- ▶ Tender the project and select a preferred contractor to build the tide gate.
- ▶ Construction including supervisions services.
- ▶ Commissioning of the tide gate and continued maintenance and operational management.

We trust that the contents of this technical letter meet the objectives set out by Town of Lunenburg to investigate and better describe water levels in the Back and Front Harbour of Lunenburg, with an emphasis on flood elevations at the WWTP. Please do not hesitate to reach out to us for further clarification or additional information.



Danker Kolijn, P.Eng., M.Sc., M.Eng.  
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Draft revisions: March 17, 2021  
See: sections 37 & 38, plus  
Schedule "A" revisions

## **#98 TOWN OF LUNENBURG PROCEDURAL POLICY**

### **COMMITTEES OF COUNCIL**

#### **PURPOSE**

1. This Policy describes the structure, composition and role of Committees established and appointed by the Town of Lunenburg ("Town") Council ("Council"). The Policy applies to Committees in which all or some of the voting Committee members are Council members including the Mayor and/or Councillors.

#### **PROCEDURE**

2. The following provisions shall apply to all Committees established by this Policy, except where this Policy, another Town Policy, Bylaw or the Municipal Government Act specifically provides otherwise.
3. Committee membership shall be annually reviewed by Council and within three months following each municipal general election or election anniversary. Council may also replace at any time Committee members who resign or who, in Council's opinion, are unable or unwilling to discharge their duties, or who fail to attend diligently to the Committee's affairs or otherwise to seek a change in Committee composition. Council shall also appoint such members of external Committees and Boards (Schedule "A" chart updated from time to time by motion of Council) as it is authorized to do under Town or Provincial legislation and inter-governmental agreements.
4. The Mayor shall be an ex officio member of any Town Committee to which the Mayor is not already appointed and may fully participate, but may only vote at these meetings if it is necessary to achieve a quorum.
5. Council may seek unelected resident Committee members as set out in this Policy by advertising same on an annual basis or such other interval as Council determines by motion. Citizens interested in serving on Town Committees will complete the Town's application form. Qualified Town resident applicants, and non-resident applicants if there are insufficient Town resident applicant numbers, will be selected for Committee(s) appointment at a public Council meeting by Council ballot.
6. The Mayor shall recommend to Council the appointment of Councillors to Committees and external Boards and Committee for approval by motion of Council. These appointments may be reviewed within a term as determined by Council as set out herein.

7. Committee members shall be reimbursed their reasonable expenses for attending Committee meetings held outside the Town at such rate as prescribed by Town Policies.
8. Committee and external Board citizen members may receive an annual honourarium as set out in Town Policy and/or budget.
9. Council shall appoint a Council member to serve as Chair of each Committee which shall typically be done during the annual review of Committee appointments as set out herein. The Chair of the Audit Committee shall not be a Town signing authority for banking or cheque signing purposes. The Committee Chair shall be entitled to speak and to vote on any motion before their Committee(s). The Committee Chair shall also have the powers and responsibilities at Committee meetings that are conferred upon the Chair at Council meetings pursuant to the Town's Bylaws and Policies. If the Chair is absent from a meeting, the Committee members may elect a Chair pro tempore for that meeting who shall have the same authority as the Chair for the duration of this meeting only.
10. The Chief Administrative Officer ("CAO") or their designate shall serve as Committee Secretaries, with a voice relating to procedural matters, but no vote. The Committee Secretary shall prepare the agenda in consultation with the Committee Chair and will maintain and circulate Committee agendas, minutes and other relevant records.
11. Committees shall meet at such time and place as annually determined by Council and at such other time and place as Council and/or Committees may determine to accomplish Committee objectives.
12. Committees may utilize the following Town resources to accomplish their mandate unless the CAO or Council determine that there are insufficient resources:
  - a. Town's facilities and supplies for meetings, photocopying, postage and other administrative needs reasonably necessary and budgeted;
  - b. external services reasonably necessary and budgeted;
  - c. Town staff advice and support; and
  - d. other resources reasonably necessary and budgeted.
13. A Committee cannot take action on any matter which Council has not previously delegated the authority to it. A Committee may only make recommendations to Council to take action.
14. All Committee meeting minutes and records shall be open to the public except as expressly authorized by law.
15. A quorum of the Committee shall be the same as that which applies to Council pursuant to Provincial legislation, with any necessary changes for context, e.g., ex officio members.
16. Each Committee member, including the Chair, shall have one vote and there shall be no proxy or alternate voting.

17. Subject to the other provisions of this Policy, the rules of procedure, conduct and debate that apply at Council meetings pursuant to Town Policies and Provincial legislation, apply at Committee meetings with any necessary modifications for context, except that no notices of reconsideration or rescission shall be permitted at Committee meetings.
18. In the event a Committee fails to provide a recommendation to Council within a deadline set by Council, Council may proceed with a decision regarding a matter within the Committee's mandate without awaiting the Committee's recommendation.
19. Council hereby confirms the following standing Committees and their respective responsibilities as described.

#### Audit Committee

20. The responsibilities of the Audit Committee are to:
  - a. conduct a detailed review of the Town financial statements with the Town Auditor;
  - b. evaluate internal control systems and management letter with the Town Auditor;
  - c. conduct a review of the conduct and adequacy of the audit;
  - d. consider such matters arising out of the audit as may appear to the Audit Committee to require investigation;
  - e. review other matters as may be determined by Council to be the duties of the Audit Committee and any other matters; and
  - f. take such other action not inconsistent with this Policy that the Committee reasonably deems necessary to carry out its mandate in accordance with Town Policies and Bylaws and the Municipal Government Act.
21. The Audit Committee shall be comprised of all members of Council and a minimum of one resident at large appointment who is not a member of Council or staff. Resident appointees shall possess knowledge and understanding of financial and investment matters as evidenced in their Committee application form.
22. Council shall advertise for resident Audit Committee applications before December 31 every two years. The resident Committee member(s) shall be selected by Council as noted herein with the exception that this shall be a two year appointment.
23. The CAO, Finance Director and Accountant shall be non-voting members of the Audit Committee. Through the CAO the Committee may request additional members of the Town's senior management staff to attend Committee meetings.
24. The Audit Committee Chair shall be a member of Council bi-annually appointed by Council as set out in section 9. The Committee Chair will make periodic reports to Council on matters relating to the Committee's work progress.

25. The Audit Committee shall meet at least twice per year as called by the Chair in consultation with Town staff to receive and review the completed Town audit with the Town Auditor and to carry out its additional Municipal Government Act duties.

#### Committee of the Whole

26. The responsibilities of the Committee of the Whole are to:
  - a. discuss, consider, advise and make recommendations to Council for approval concerning the affairs of the Town in advance of Council making decisions or taking actions on such matters, except where the Mayor and CAO have determined that consideration by Committee of the Whole is unnecessary or inadvisable including the following matters which will normally be dealt with by Council without first being considered by the Committee of the Whole for its recommendations:
    - i. first and second readings of a Bylaw enactment, amendment or repeal; and
    - ii. matters which are the subject of statutory hearing by Council;
  - b. review and revise draft Town Bylaws and Policies and amendments thereto making recommendations to Council regarding same;
  - c. review and revise draft strategic and annual corporate plans and make recommendations to Council regarding same;
  - d. review and revise the Town draft budget for the next fiscal year and make recommendations to Council regarding same;
  - e. receive reports and related presentations of a complex nature requiring strategic, budget, and/or policy consideration for recommendation to Council;
  - f. discuss, consider, advise and make recommendations on any other matters which may be referred to it by Council;
  - g. take such steps not inconsistent with this Policy that this Committee deems necessary to carry out its mandate; and
  - h. meet in camera where appropriate to fulfill its responsibilities in accordance with the Municipal Government Act.
27. The Chair of the Committee of the Whole is the Mayor and in their absence the Deputy Mayor.
28. The Committee of the Whole consists of all Council members and membership on the Committee automatically extends to Council members without the necessity of formal appointment by Council and automatically terminates when the person is no longer a Council member.
29. Items may be added to the Committee of the Whole agenda by Council members making prior requests to the Mayor and CAO who will review the requests and determine if it should be included in the next Committee of the Whole meeting agenda or referred elsewhere.
30. In addition to scheduled Committee of the Whole meetings, a Council member may move that Council recess and move into Committee of the Whole for informal consideration of any item on the Council agenda and rise and report back to Council. Such motion shall be determined by a majority vote of Council members present and voting.

### Heritage Advisory Committee

31. The responsibilities of the Heritage Advisory Committee are to:
- a. carry out their duties described in the Town's Heritage Property Bylaw and Provincial Heritage Property Act;
  - b. advise Town Council respecting:
    - i. the inclusion of buildings, streetscapes and areas in the Town Registry of Heritage Property;
    - ii. an application for permission to alter substantially or demolish a Town Heritage Property;
    - iii. building or other regulations that affect the attainment of the intent and purpose of the Town Heritage Property Bylaw and Heritage Property Act; and
    - iv. any other matters conducive to the effect of carrying out the intent and purpose of the Town Heritage Property Bylaw and Heritage Property Act.
32. The Heritage Advisory Committee is comprised of six members all of whom shall be residents of the Town and appointed by Council for a two year term. Two members of the Committee shall be members of Council, two shall be members of the Lunenburg Heritage Society or individuals who have otherwise demonstrated active interest in the preservation of buildings of historic significance, and two members of the Committee shall be appointed at large.

### Planning Advisory Committee

33. The responsibilities of the Planning Advisory Committee are to:
- a. carry out the Planning Advisory Committee duties set out in the NS Municipal Government Act;
  - b. advise Council respecting the preparation and amendment of planning documents and general planning matters; and
  - c. conduct a review of and proposed amendments to the Town's Municipal Planning Strategy, Land Use By-law and Subdivision By-law and other relevant planning matters.
34. The Planning Advisory Committee is comprised of at least four residents appointed for two year terms and three Council members as determined by Council.

### Protective Services Committee

35. The Protective Services Committee responsibilities are to advise Council regarding:
- a. oversight of the volunteer firefighting force and their training, buildings and equipment, fire alarm systems, fire investigations and prevention, water supply and hydrants; and
  - b. Fire Protection Services budget matters.

36. The Protective Services Committee is comprised of four Council members including the Chair. For the purpose of fire protection matters relating to the Municipality of the District of Lunenburg Fire Districts 1 and 2 Commission (“Commission”) only, the Commission may appoint three Commission members to be additional voting members of the Committee for the purpose of fire protection matters related to the Commission.

#### Recreation Committee

37. ~~The responsibilities of the Recreation Committee are to:~~
- ~~a. advise Council on matters affecting the development and maintenance of Town recreational facilities including but not limited to the Lunenburg War Memorial Community Centre Auditorium and Arena, programs and services;~~
  - ~~b. encourage healthy and active lifestyles for residents and visitors; and~~
  - ~~c. provide Council with input on the development of policies, plans and budget development related to community recreation opportunities including active transportation initiatives.~~
38. ~~The Recreation Committee is comprised of four members of Council, three residents who are appointed for two year terms, and one Municipality of the District of Lunenburg (“Municipality”) Council member appointed to serve by their Council in relation to relevant Municipality matters.~~

#### Special Committees

39. Town Council may establish Special Committees at any time as deemed necessary concerning any matter which is within Council jurisdiction. Council in establishing a Special Committee shall approve the terms of reference, termination date and such other provisions as Council determines relevant to the creation, role, responsibilities and dissolution of Special Committees.
40. The general provisions of this Policy shall also apply to Special Committees.
41. A Special Committee shall consist of at least two Council members, one of whom shall be the Chair.
42. When a Special Committee has completed its work, made its report and Council has made a final decision about the report, the Special Committee shall automatically dissolve if it was not previously terminated in section 3 herein.

#### External Boards and Committees with Town Appointments

43. It shall be the responsibility of all Town appointments to external Boards and Committees as set out in Schedule “A” attached to:
- a. provide semi-annual updates to Council of the activities of the body on which they have been appointed;
  - b. represent the Town in a respectful and positive manner reflecting the direction of Council, Town budget, Policies and other guiding documentation;

- c. ensure Council receives copies of meeting minutes for the body on which they serve; and
- d. report any recommendations from such body requiring Council consideration and response.

44. This Policy repeals and replaces Policies #9 Appointments to Boards and Committees of the Town, #19 Composition and Duties of Planning Advisory Committee and #85 Audit Committee and Bylaw #6 Committees and Boards Bylaw.

- Schedule "A" attached

Clerk's Annotation For Official Policy Book

Date of notice to Council members of intent to consider Policy amendments: February 23, 2021

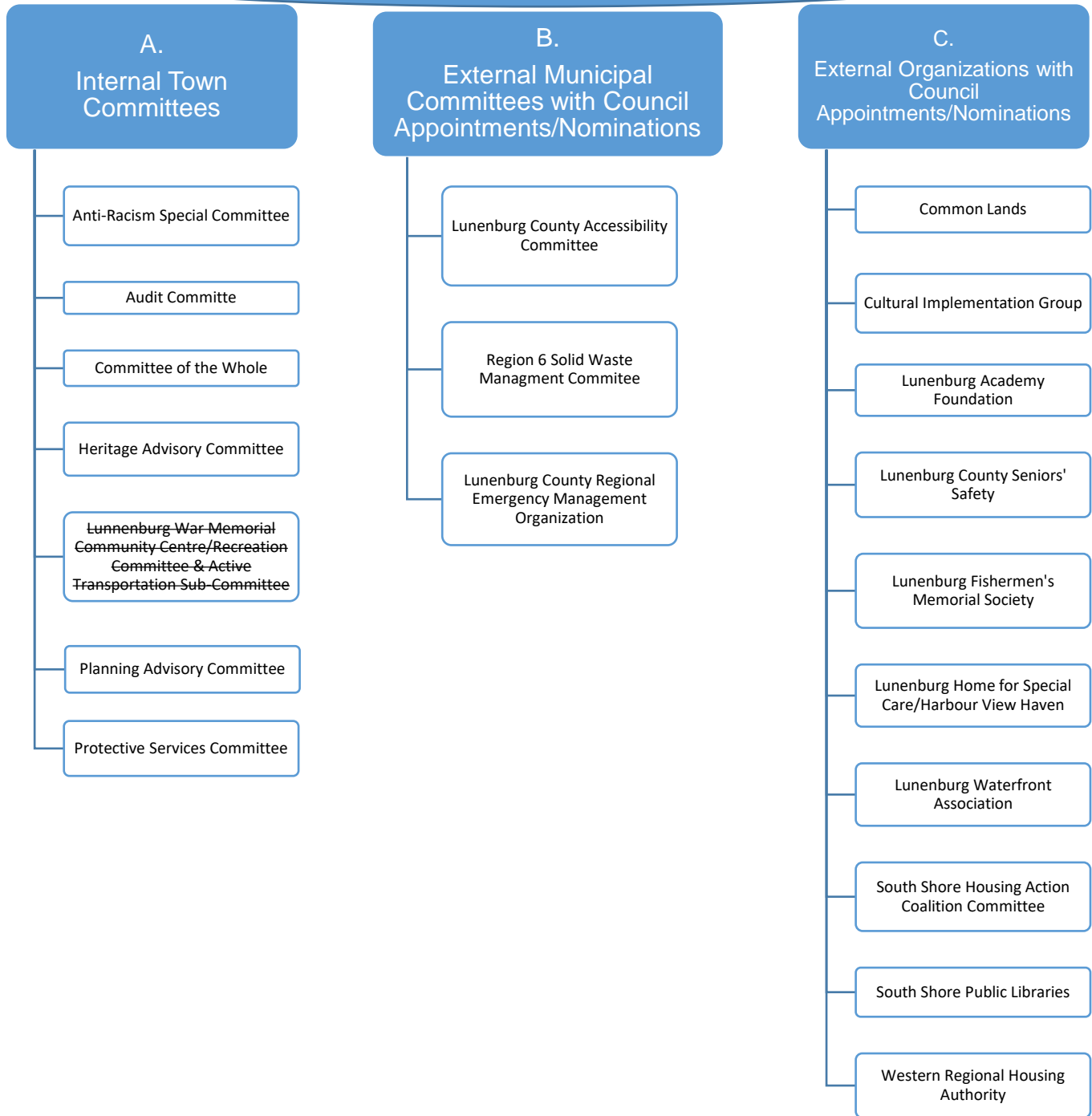
Date of passage of Policy amendments: March 9, 2021

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

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Date

# Town of Lunenburg – Committee Structure



Note:

- A. Report directly to Town Council.
- B. External Committees with one or more Council representatives. Major items may require Council approval, e.g., budgets.
- C. External Organizations with one or more Council representatives. Generally no formal reporting function to Council.

**Kelly Jardine**

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Good afternoon,

Not sure if you have heard but the Honourable Catherine McKenna, Minister of Infrastructure and Communities launched an Engagement Paper on Canada's first National Infrastructure Assessment: "Building the Canada We Want in 2050." It sets out the purpose and benefits of undertaking a National Infrastructure Assessment and seeks input from the public, Indigenous Peoples, provinces, territories, municipalities, and stakeholders on three main priorities of the assessment:

- Assessing Canada's infrastructure needs and establishing a long-term vision;
- Improving coordination among infrastructure owners and funders; and
- Determining the best ways to fund and finance infrastructure.

The pandemic has caused a severe economic crisis, making it even more critical to create jobs, and accelerate growth. I have included the news release and the link to the infrastructure site for ease of viewing the information in more detail.

**News Release** : <https://www.canada.ca/en/office-infrastructure/news/2021/03/minister-mckenna-launches-public-engagement-on-canadas-first-national-infrastructure-assessment.html>

**NIA** : <https://www.infrastructure.gc.ca/nia-eni/index-eng.html>

Infrastructure Canada will be facilitating public engagement until June 30, 2021. Contact [infco.info.infco@canada.ca](mailto:infco.info.infco@canada.ca) for more information or to submit feedback.

Regards

***April Whynot-Lohnes***

Operations Manager  
Hon. Bernadette Jordan, P.C., M.P.  
South Shore – St. Margaret's

129 Aberdeen Rd. Suite 106  
Bridgewater, NS B4V 2S7  
Tel: (902)527-5655  
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## Town of Lunenburg Planning Application for Development Agreements

PLEASE NOTE THAT ALL INFORMATION PROVIDED IS PUBLIC INFORMATION

APPLICANT INFORMATION	REGISTERED OWNER OF PROPERTY
Name: Stellar Investments Inc.	Name: Stellar Investments Inc.
Company Name (same)	Company Name: (same)
Mailing Address: PO Box 849, Lunenburg, NS B0J 2C0	Mailing Address: PO Box 849, Lunenburg, NS B0J 2C0
Email: c/o Timothy Reibling, President treibling@tigroup.us	Email: same as applicant
Phone	Phone
Cell [REDACTED]	Cell [REDACTED]

PLEASE NOTE: If you are not the registered owner of the property, include a letter of authorization from the owner with your application.

PROPERTY INFORMATION	APPLICATION CHECKLIST
Civic Address: 101 Masons Beach Road	<input checked="" type="checkbox"/> Copy of Deed
PID: 60053097, 60388097, & 60388105	<input type="checkbox"/> Survey Plan or Equivalent
Present Use of Property: no active use	<input checked="" type="checkbox"/> A Letter Explaining the Proposal
Proposed Use of Property: as referred to in Development Agreement dated April 5, 2011	<input checked="" type="checkbox"/> Application and Advertising Fees \$945.15 (\$245.15 + \$700.00)

EXPLANATION OF PROPOSAL AND SIGNATURE
A short explanation of your proposal (please include a detailed letter with a full explanation) Applying for an amending Agreement to extend the times referred to in clause 9 of the Development Agreement
By submitting this application I affirm that the facts set forth are true and complete. Stellar Investments Inc. Name (printed): Timothy Reibling Signature:  Date: 3/22/2011

OFFICE USE ONLY: Type of DA Application: Substantial Amendment Date received:

Stellar Investments Inc.

March 22, 2021

Dawn Sutherland  
Manager of Planning and Development  
Town of Lunenburg  
119 Cumberland Street  
Lunenburg, NS BOJ 2Co

Dear Ms. Sutherland:

**Re: Development Agreement Application – Stellar Investments Inc.**

Stellar Investments Inc. entered into a Development Agreement with the Town of Lunenburg which is dated the 5<sup>th</sup> day of April, 2011. The first recital in the Agreement states:

**“WHEREAS** the Developer wishes to operate a resort hotel, condominium units and an apartment building on three lots described in Schedule A, located at 101 Masons Beach Road, and identified as Land Information Service Parcel Identifier #'s 60053097, 60388097, and 60388105; ... ”

No construction has been commenced to date. Stellar Investments Inc. owned by the Estate of the late Guenther and Susan Reibling is requesting that the current development agreement in place be extended an additional 10 years, keeping the current terms in place. The project “The Top” proposed at Masons Beach in Lunenburg was delayed by Guenther Reibling due to several factors including the worldwide economic crisis of 2008 and the rise of vacation rental platforms such as VRBO and AirBNB that have the potential to change the dynamic of the proposed project. Before Mr. Reibling’s passing in July 2020 he expressed interest in focusing on this project as he recently sold his company in the United States and was ready to tackle this project with his sons in his retirement. The Estate believes there is a housing shortage in Lunenburg and elements of this project make sense to develop. It is our intention to continue to evaluate the feasibility of “The Top” project proposed for Masons Beach as designed and kindly request that you extend the in-place development agreement another 10 years.

The company wishes to make application to amend **clause 9** of the existing Development Agreement as follows:

1. Change 10 years in the first paragraph to 20 years and insert the word “further” before the words “amending agreement”;
2. In the third line of paragraph (b), change “date of this agreement” to “date of the amending agreement”; and
3. In the third line of paragraph (c), insert the words “(which period is fully after the date of the amending agreement)” after the word “longer”.

Attached to this letter is an Application and a Cheque to the Town of Lunenburg in the amount of \$945.15 for Application and Advertising Fees as well as a copy of the Deed.

Should anything further be required in this process, please do not hesitate to contact the undersigned.

Yours very truly,



Stellar Investments  
Per: Timothy Reibling, President  
Email: [treibling@tigroup.us](mailto:treibling@tigroup.us)

Z:\PAB - WIP\1 - OPEN\Stellar Investments Inc. - Development Agreement\Letter to Dawn Sutherland March 22, 2021.docx

**Form 26**

*Purpose: to record an interest in a parcel; or  
to record a power of attorney in the power of attorney roll*

Registration district: Lunenburg  
 Submitter's user number: 1728  
 Submitter's name: John R. Cameron

For Office Use

LUNENBURG COUNTY LAND REGISTRATION OFFICE  
 I certify that this document was registered as shown here.  
 Joan Plunkett, Registrar

98133185 LR  ROD   
 Document #

APR 13 2011. 15:30  
MM DD YYYY Time

**In the matter of Parcel Identification Number (PID)**

PID 60053097	60388097
PID 60388105	

*(Expand box for additional PIDs, maximum 9 PIDs per form.)*

**Power of attorney** *(Note: completion of this section is mandatory)*

- The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:
- recorded in the attorney roll
  - recorded in the parcel register
  - incorporated in the document

OR

- No power of attorney applies to this document

**See Document Attachment:**  
 Document # 98133375

**This form is submitted to record the attached document** *(select applicable box):*

- in the parcel register as a recorded interest
- in the power of attorney roll
- in the power of attorney roll as a duplication of a power of attorney registered under the *Registry Act*

The following information relates to the interest being recorded:

<b>Instrument type</b>	<i>Agreement re Use of Land (Development Agreement)</i>
<b>Expiry date</b> <i>(if applicable)</i>	
<b>Interest holder and type to be added</b> <i>(if applicable) Note: include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable</i>	<i>Town of Lunenburg Party to Agreement</i>
<b>Mailing address of interest holder to be added</b> <i>(for power of attorney, provide mailing address for donee)</i>	<i>P.O. Box 129 Lunenburg, Nova Scotia, B0J 2C0</i>

May 4, 2009

<b>Name and mailing address power of attorney donor to be added</b> <i>(if applicable)</i>	
<b>Name and mailing address power of attorney donee to be added</b> <i>(if applicable)</i>	
<b>Reference to related instrument in names-based roll/parcel register</b> <i>(if applicable)</i> <i>(for power of attorney to be duplicated, insert document/instrument number/year; include book/page if applicable)</i>	

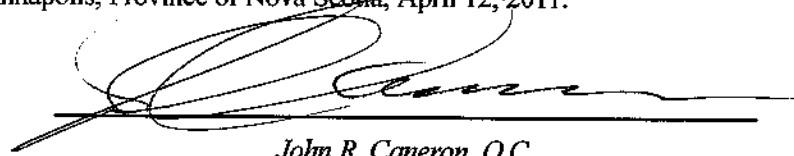
The textual qualifications in the above-noted parcel register(s) are to be changed as follows:

<b>Textual qualification on title to be removed</b> <i>(insert any existing textual description being changed, added to or altered in any way)</i>	
<b>Textual qualification on title to be added</b> <i>(insert replacement textual qualification)</i>	

**Certificate of Legal Effect:**

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

**Dated** at Bridgetown, in the County of Annapolis, Province of Nova Scotia, April 12, 2011.



*John R. Cameron, Q.C.*

**Name:** John R. Cameron, Q.C.

**Address:** 5 Victoria Street, P.O. Box 70,  
Bridgetown, Nova Scotia, B0S 1C0

**Phone:** 902 665-5035

**E-mail:** jrcameronlaw@ns.alliantzinc.ca

**Fax:** 902 665-5037

- This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

May 4, 2009

This Development Agreement made this 5<sup>th</sup> day of <sup>April</sup> January, A. D., 2011

**BETWEEN:** Stellar Investments Inc.,  
hereinafter called the "DEVELOPER"  
**OF THE ONE PART**

**AND**

Town of Lunenburg, a municipal body corporate pursuant to the  
Municipal Government Act  
hereinafter called the "TOWN"  
**OF THE OTHER PART**

**WHEREAS** the Developer wishes to operate a resort hotel, condominium units and an apartment building on three lots described in Schedule A, located at 101 Masons Beach Road, and identified as Land Information Service Parcel Identifier #'s 60053097, 60388097, and 60388105; and

**WHEREAS** the properties described in Schedule A are situated within an area designated Rural on the Future Land Use Map of the Municipal Planning Strategy (1996), and zoned Rural Residential (RR), on the Zoning Map of the Land Use By-law (1996); and

**WHEREAS** Policy 6.4 of the Municipal Planning Strategy requires that multi-unit dwellings be considered only by development agreement in the Rural Residential (RR) Zone, and policy 6.5 of the Municipal Planning Strategy requires that tourist accommodations be considered only by development agreement and Part 8 of the Land Use By-law provides that multi-unit residential uses and tourist accommodations be considered only by development agreement in the Rural Residential (RR) Zone; and

**WHEREAS** the Town by resolution of Town Council passed at a meeting on December 7, 2010, approved the proposed development subject to the execution of this development agreement by the parties hereto; and

**WHEREAS** the Developer is the owner of the properties described in Schedule A;

Now this agreement witnesseth that in consideration of the foregoing recitals and for other good and valuable consideration the parties hereto agree as follows:

**1. Use**

That the development on the properties described in Schedule A shall be limited to:

- (a) those uses specified as permitted uses in Section 8.1 (a) and 8.1 (b) of the Land Use By-law; and
- (b) the use of the properties for the development of :
  - a one hundred and twenty (120) bed resort hotel; and
  - sixty (60) residential condominium units; and
  - thirty (30) apartments; and
  - other facilities ordinarily associated with a business centre, hotel or condominium complex including without limiting the generality of the foregoing a restaurant, conference rooms, club house, tennis courts, recreation and business centre facilities, spa and indoor/outdoor pool,in accordance with the terms of this agreement and as set out in Schedules B and C. All uses or phases need not be constructed by the developer; and
- (c) except as otherwise provided in this agreement, the provisions of the Land Use By-law apply to any development undertaken pursuant to this agreement.

**2. Parking and Driveway Area**

- (a) that driveways and a minimum of two hundred and twenty-seven (227) parking spaces be developed and maintained in a manner which meets the requirements of the Town Engineer and Traffic Authority, with a minimum of 227 parking spaces located in an underground parking garage approximately as shown on Schedule B; and
- (b) that the driveways and parking area be surfaced to prevent the raising of dust due to wind or vehicular movement and that these areas be resurfaced or treated from time to time to ensure that dust will not be generated; and
- (c) that a minimum of two entrances/exits be provided to the development and that each entrance/exit have the approval of the Town Engineer and Traffic Authority

**3. Landscaping, Lighting and Screening**

- (a) that any exterior lighting be limited to lighting for safety and security only, and be focused on the lands that are the subject of this agreement so as to minimize the illumination of surrounding areas, and be located so that nearby properties and streets are not illuminated to the extent that a hazard or nuisance will result;

- (b) that landscaping in keeping with the nearby golf course and the neighborhood be developed and maintained on all portions of the property which are not built on; and more particularly that the landscaping be substantially as provided on the landscaping plan annexed as Schedule D; and
- (c) that all equipment, parts or waste material be located below ground in association with the parking garage or be screened from the public view.

**4. Exterior Appearance of the Structures**

- (a) that the exterior appearance of the structures be approximately as shown on Schedule C; and
- (b) that the maximum height of the buildings, as "height" is defined in the Land Use By-law, be sixty-five (65) feet.

**5. Signs**

- (a) that a maximum of two (2) temporary advertising signs each with a maximum sign area of 3.5 square metres (40 sq. ft.) be permitted on the property. The temporary signs must be removed within thirty-six (36) months of the issuance of the occupancy permit for the hotel, condominiums and apartment structures; and
- (b) that a maximum of two (2) permanent signs each with a maximum sign area of 3.5 square metres (40 sq. ft.) be permitted on the property.

**6. Servicing**

- (a) that fire flows are to be evaluated and deemed satisfactory by the Town Engineer at the time application is made for a building permit; and
- (b) that a storm drainage plan which is deemed satisfactory by the Town Engineer is provided before a development permit is issued; and
- (c) that any changes to Masons Beach Road in the immediate area of 101 Masons Beach Road that are required by the Traffic Authority and Town Engineer to accommodate the proposed development be carried out prior to a development permit being approved.

**7. Maintenance**

- (a) that the buildings be kept in good repair, and the exposed exterior surface painted or treated as may be necessary, so that the building is maintained in a tidy and attractive state; and
- (b) that all fences, retaining walls, lawns, trees, shrubs, gardens, and other landscaping elements be regularly maintained and any undeveloped, unused portions of the lot shall be kept in a tidy state and free from unkempt materials or matter of any kind.

**8. Changes and Alterations**

- (a) that all matters in this agreement not specified in Subclause 8 (b) below are non-substantial matters which may be changed or altered without a public hearing, but with the written consent of Town Council, provided that Town Council determines that the changes do not significantly alter the intended effect of these aspects of the agreement.
- (b) that the following matters are substantial matters and may not be changed or altered except by amendment to this agreement in the form of a further development agreement incorporating the intended change:
  - (I) the maximum number of rental units within the hotel; and
  - (II) the maximum number of residential condominium units; and
  - (III) the maximum number of one-bedroom apartments.

**9. Termination of Agreement**

In this clause, commencement of a use means commencement of construction for that use; discontinuance of a use includes an interruption in construction of that use; development may be phased; any development which commences more than 10 years from the date of this agreement requires an amending agreement.

- (a) that this agreement shall be in effect until discharged by resolution of the Council of the Town pursuant to subsection 229(2) of the *Municipal Government Act*, whereupon the Land Use By-law shall apply to the lands described in Schedule A; and
- (b) that the Town of Lunenburg may discharge this development agreement if no use described herein has been commenced within sixty (60) months of the date of this agreement; and
- (c) that the Town of Lunenburg may discharge this development agreement if there is no use described in Section 1 (b) for a period of sixty (60) months or longer; and
- (d) that the Town of Lunenburg retains the option of discharging this development agreement should any fact provided by the developer to the Town constitute a material misrepresentation of the facts.

**10. Other**

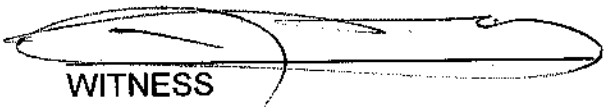
That this agreement shall enure to the benefit of, and be binding upon the Town and its successors and assigns and shall enure to the benefit of and be binding upon the Developer, its successors and assigns and the owner or owners from time to time of the property described in Schedule A, until discharged.

**11. Compliance with Other By-laws and Regulations**

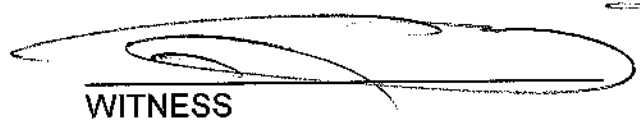
That nothing in this agreement shall exempt the Developer from complying with other By-laws or Regulations in force within the Town, including the Building Code By-law, or from obtaining any Federal, Provincial or Municipal license, permission, permit, authority or approval required.


**12. Ownership**

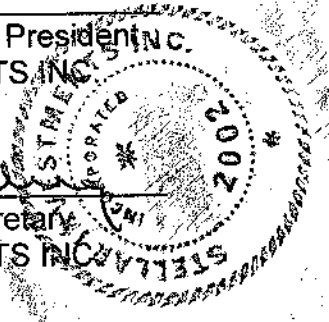
We hereby certify that Stellar Investments Inc. is the sole owner of the property described in the attached Schedule A, having received the deed from Guenther Reibling and Susan J. Reibling, dated July 2, 2003, and recorded at the Bridgewater Registry of Deeds at Page 593 in Book 900 as Document #4029 on July 4, 2003. Stellar Investments Inc. has not disposed of any interest in the property and there are no judgements, mortgages or other liens or encumbrances affecting the property.

  
WITNESS

  
GUENTHER REIBLING, President  
STELLAR INVESTMENTS INC.

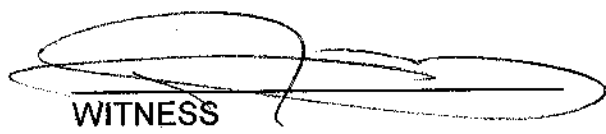
  
WITNESS

  
SUSAN REIBLING, Secretary  
STELLAR INVESTMENTS INC.





IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by affixing their seals and corporate seals on the day and year first above written.

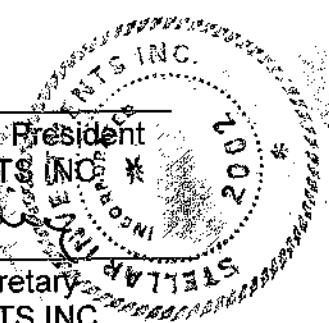
In the presence of:

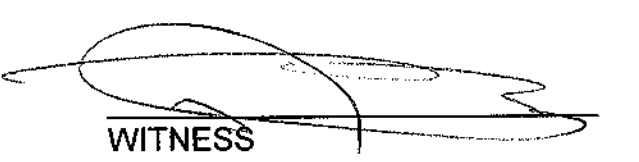
  
WITNESS

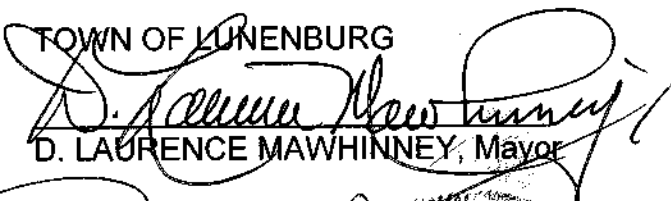
  
GUENTHER REIBLING, President  
STELLAR INVESTMENTS INC.

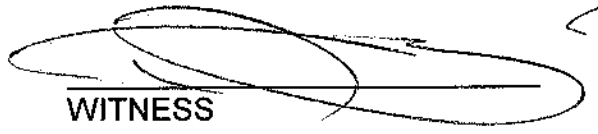
  
WITNESS

  
SUSAN REIBLING, Secretary  
STELLAR INVESTMENTS INC.

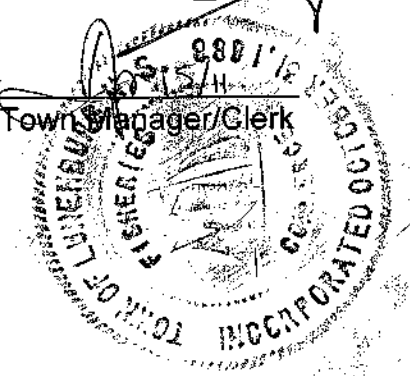


  
WITNESS

TOWN OF LUNENBURG  
  
D. LAURENCE MAWHINNEY, Mayor

  
WITNESS

  
BEA RENTON, Town Manager/Clerk



SCHEDULE "A"

(Lots 00-1, 00-2 and 00-3, Mason's Beach Road, Lunenburg)

All those lands and premises conveyed in a Warranty Deed dated the 14<sup>th</sup> day of May, 2002 from Sherman Zwicker to Gunther Reibling and Susan J. Reibling as recorded in Bridgewater Registry of Deeds Office on the 15<sup>th</sup> day of May, 2002 in Book 839 at Page 965 under Number 2880 and therein more particularly described as follows:

Nova Scotia Grid North

April 16, 2002

ALL those lots of land and premises situate at Masons Beach Road, in the Town of Lunenburg, in the County of Lunenburg, in the Province of Nova Scotia, and shown on a Plan of Survey 00-099, dated October 4, 2000, prepared by Turner Surveys, and being more particularly bounded and described as follows:

First

Lot 00-1A Lot of Land in the Town of Lunenburg

**BEGINNING** at a point marked by a survey marker (an iron bar with an identification cap) on the Southeastern side of the Masons Beach Road, a Public Street in the Town of Lunenburg, and having various widths, said survey marker being on a Southwest boundary of the former Edwin Kaulback property, occupied now by the Bluenose Golf Club, this survey marker being 13' more or less from the Southeast limit of the Masons Beach Road;

**THENCE** South 55° 05' 18" East along the Southwest boundary of the former Kaulback property, occupied by the Bluenose Golf Club 134.83' to a point marked by a survey marker;

**THENCE** South 55° 05' 18" East continuing along the Kaulback property occupied by the Bluenose Golf Club 196.30' to a point at the most Easterly corner of the herein described lot;

**THENCE** South 24° 19' 39" West along the Northwest boundary of the Kaulback property occupied by the Bluenose Golf Club 31.21' to a point marked by a survey marker;

**THENCE** South 24° 19' 39" West continuing along the Kaulback property occupied by the Bluenose Golf Club 124.29' to a point marked by a survey marker at the most Easterly corner of Lot 00-2, the property of Sherman F. H. Zwicker;

**THENCE** North 51° 30' 06" West along the Northeast boundary of Lot 00-2, 408.78' to a point marked by a survey marker on the Southeast limit of the Masons Beach Road;

**THENCE** North 50° 14' 05" East along the Southeast limit of the Masons Beach Road 131.98' to a point at the Northwest corner of the former Edwin Kaulback property occupied by the Bluenose Golf Club;

**THENCE** South 55° 05' 18" East along a Southwest boundary of the Kaulback property occupied by the Bluenose Golf Club 13.38' to the point of beginning.

The above described lot is all of Lot 00-1 shown on the aforementioned Plan of Survey and contains an area of 1.21 acres more or less and is part of the property referred to as "Windycrest".

For reference to title see a deed dated July 5, 1937, from Julia Selig et vir to F. Homer Zwicker and recorded at the Registry of Deeds Office, on September 22, 1937, in Book 103, Page 344.

Schedule "A" 

Sherman F. H. Zwicker acquired his interest in the above described lot of land by the Last Will and Testament of F. Homer Zwicker recorded at the Registry of Deeds Office, Bridgewater, in Book 399, Page 1009.

**Second**

Lot 00-2

A Lot of Land in the Town of Lunenburg Adjoining the First Lot Above Described

**BEGINNING** at a point marked by a survey marker (an iron bar with an identification cap) on the Southeast limit of the Masons Beach Road, a Public Street in the Town of Lunenburg, and having various widths, said survey marker being at the most Westerly corner of Lot 00-1, the property of Sherman F. H. Zwicker;

**THENCE** South  $49^{\circ} 37' 55''$  West along the Southeast limit of the Masons Beach Road 120.90' to a point marked by a survey marker at the North corner of Lot 00-3, the property of Sherman F. H. Zwicker;

**THENCE** South  $52^{\circ} 05' 11''$  East along the Northeast boundary of Lot 00-3, 460.89' to a point marked by a survey marker on a Northwest boundary of the former Edwin Kaulback property occupied by the Bluenose Golf Club;

**THENCE** North  $24^{\circ} 19' 39''$  East along the Kaulback property occupied by the Bluenose Golf Club 117.50' to a point marked by a survey marker at the South corner of Lot 00-1, the property of Sherman F. H. Zwicker;

**THENCE** North  $51^{\circ} 30' 06''$  West along the Southeast boundary of Lot 00-1, 408.75' to the point of beginning.

The above described lot is all of Lot 00-2 shown on the aforementioned Plan of Survey and contains an area of 1.16 acres more or less. The above described lot is part of the property referred to as "Windycrest".

For reference to title see Lot No. 1 described in deed dated May 21, 1937, from Daniel Smith et ux to F. Homer Zwicker, and recorded at the Registry of Deeds Office, on May 25, 1937, in Book 103, Page 185.

Sherman F. H. Zwicker acquired his interest in the above described lot of land by the Last Will and Testament of F. Homer Zwicker recorded at the Registry of Deeds Office, Bridgewater, in Book 399, Page 1009.

**Third**

Lot 00-3

A Lot of Land in the Town of Lunenburg Adjoining the Second Lot Herein Described

**BEGINNING** at a point marked by a survey marker (an iron bar with an identification cap) on the Southeast limit of the Masons Beach Road, a Public Street in the Town of Lunenburg, and having various widths, said survey marker being at the West corner of Lot 00-2, the property of Sherman F. H. Zwicker;

**THENCE** South  $52^{\circ} 05' 11''$  East along the Southwest boundary of Lot 00-2, 450.89' to a point marked by a survey marker on a Northwest boundary of the former Edwin Kaulback property occupied by the Bluenose Golf Course;

*S.F.*

THENCE South 23° 02' 57" West along the former Edwin Kaulback property occupied by the Bluenose Golf Course 418.01' to a point marked by a survey marker at the East corner of Lot 00-4, the property of Sherman F. H. Zwicker;

THENCE North 52° 57' 32" West along the Northeast boundary of Lot 00-4 marked by the remains of a wire fence, 499.20' to a point marked by a survey marker on the Southeast limit of the Masons Beach Road;

THENCE North 53° 17' 02" West along the limit of the Masons Beach Road 8.35' to a point marked by an iron pipe;

THENCE North 53° 17' 02" West continuing along the limit of the Masons Beach Road 5' more or less to a point on the Southeast limit of the Masons Beach Road;

THENCE in a Easterly direction following along the various courses of the Southeast limit of the Masons Beach Road 428' more or less to the point of beginning, a tie line between the last mentioned survey marker and the point of beginning being North 28° 24' 02" East 417.37'.

The above described lot is all of Lot 00-3 shown on the aforementioned Plan of Survey and contains an area of 7.24 acres more or less and a portion of the Zwicker house having Civic No. 101 is located on this lot, which is part of the property referred to as "Windycrest".

SUBJECT TO any easement that might exist in favour of the Lunenburg Electric Company for the overhead service line crossing the above described lot and located as shown on the aforementioned Plan of Survey.


For reference to title see a deed dated July 6, 1937, from Anna Bertha Young to F. Homer Zwicker, and recorded at the Registry of Deeds Office, on September 22, 1937, in Book 103, Page 345.

Sherman F. H. Zwicker acquired his interest in the above described lot of land by the Last Will and Testament of F. Homer Zwicker recorded at the Registry of Deeds Office, Bridgewater, in Book 399, Page 1009.




PROVINCE OF NOVA SCOTIA )  
COUNTY OF LUNENBURG SS)

ON THIS 5 day of April, A.D. 2011, before me, the subscriber personally came and appeared, Patrick A. Burke, the subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that the **TOWN OF LUNENBURG**, a municipal body corporate, one of the parties thereto, caused the same to be executed in its name and on its behalf, and its corporate seal to be thereunto affixed by the Mayor and Town Manager/Clerk in his presence.

  
\_\_\_\_\_  
PETER JOHN HAUGHN  
A Commissioner of the Supreme  
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA )  
COUNTY OF LUNENBURG SS)

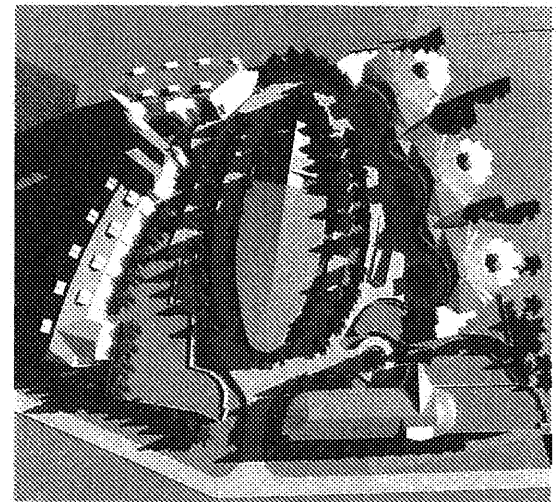
ON THIS 5 day of April, A.D. 2011, before me, the subscriber personally came and appeared, Patrick A. Burke, the subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **STELLAR INVESTMENTS INC.**, a body corporate, one of the parties thereto, caused the same to be executed in its name and on its behalf, and its corporate seal to be thereunto affixed by its proper officers in his presence.

  
\_\_\_\_\_  
PETER JOHN HAUGHN  
A Commissioner of the Supreme  
Court of Nova Scotia





STELLAR INVESTMENT INC



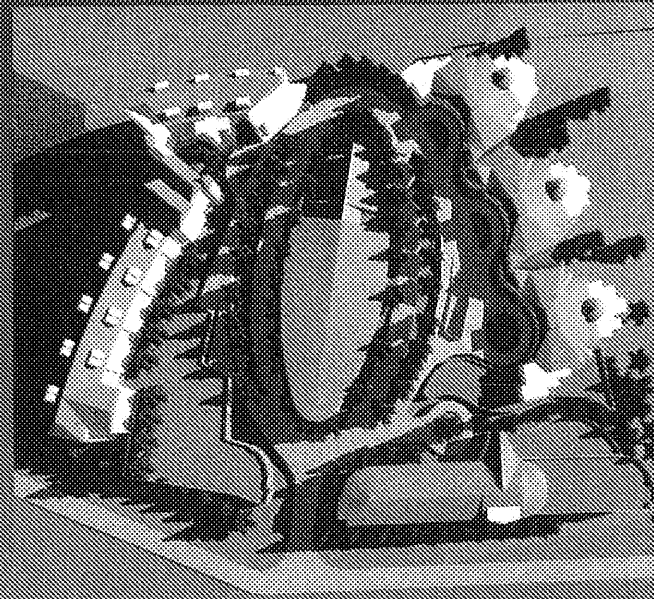
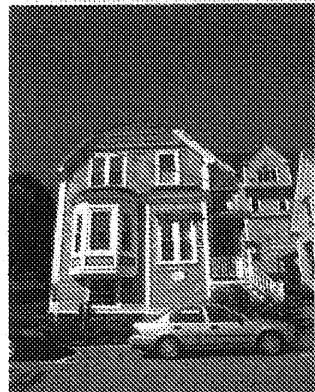
PETROFF PARTNERSHIP ARCHITECTS

PETROFF

*Planning Doc # 2010-34*  
*Planning Doc DA 2009-58*

THE TOP  
 LUNenburg NOVA SCOTIA

Schedule "C"



CONTEXT

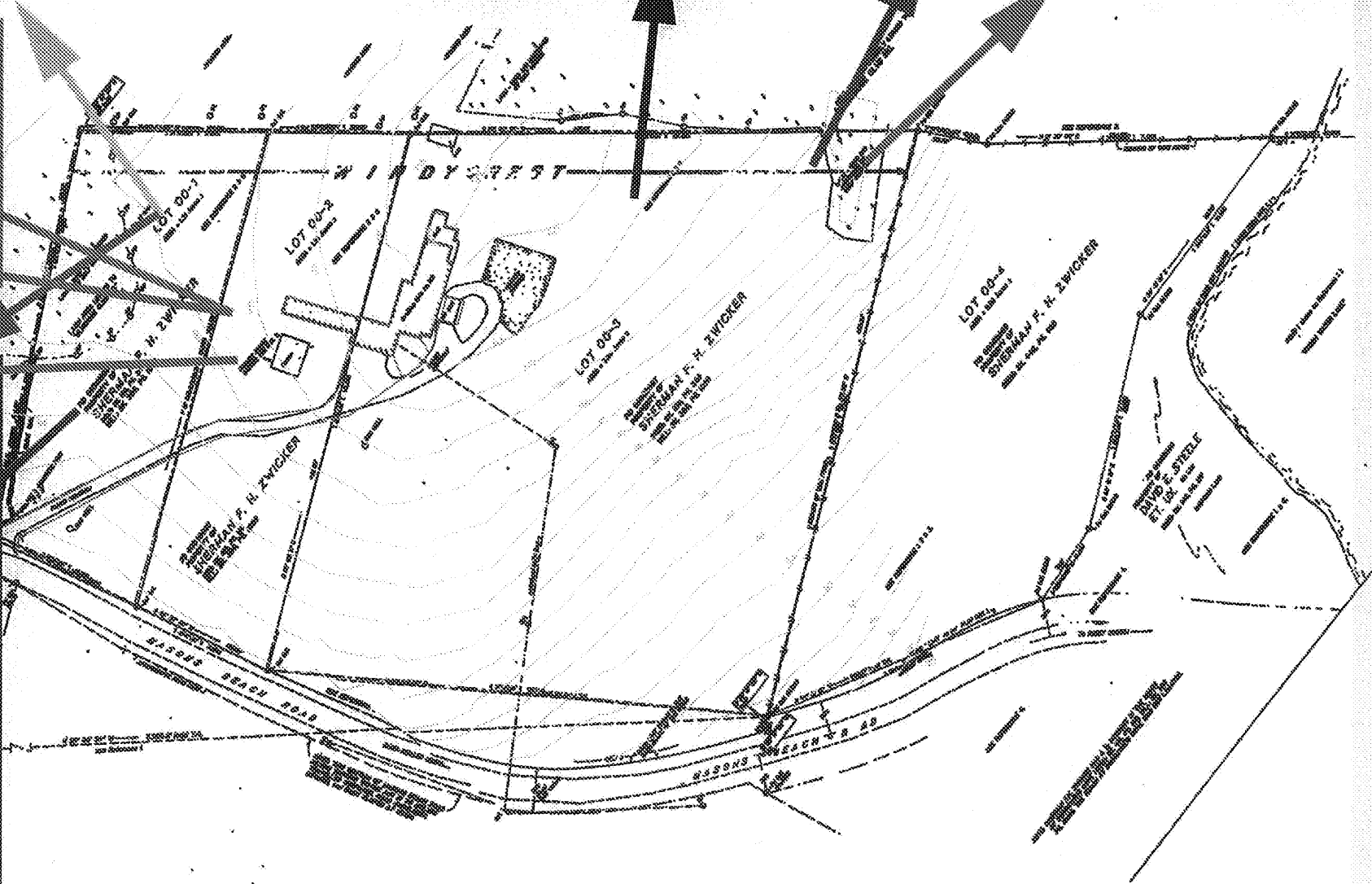
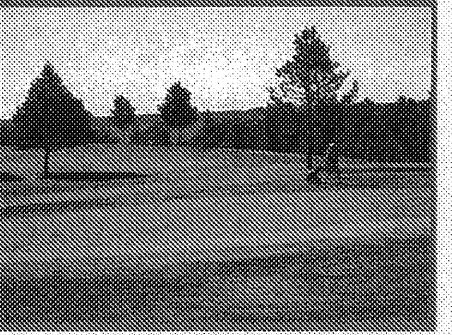
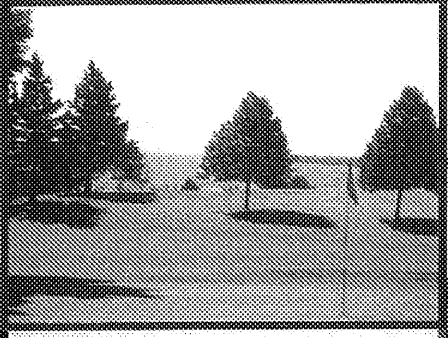
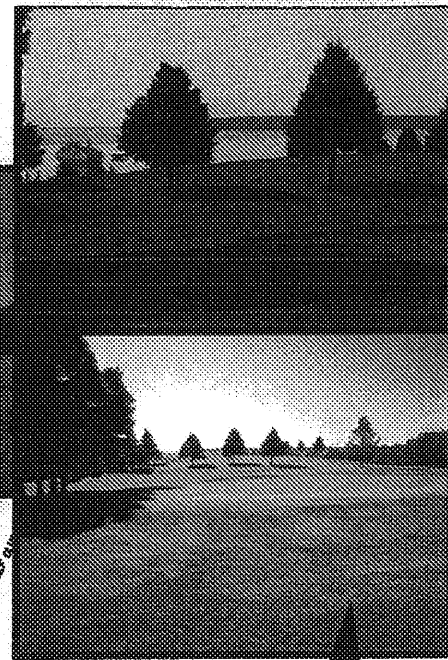
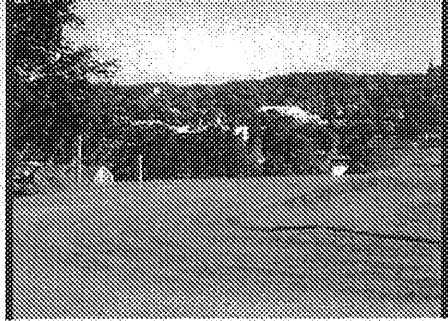
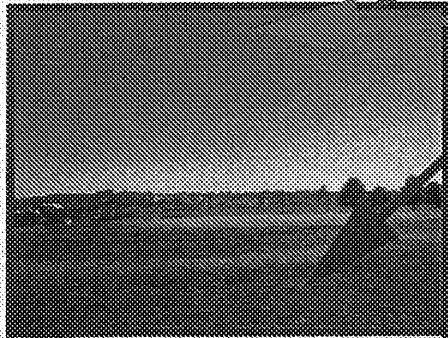
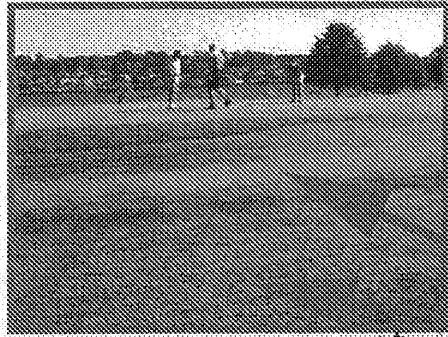
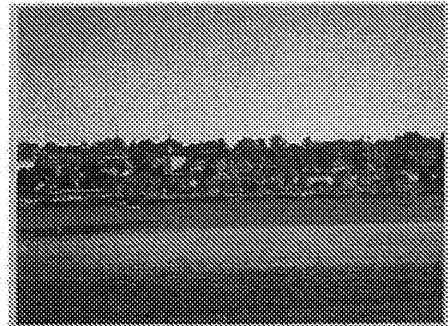
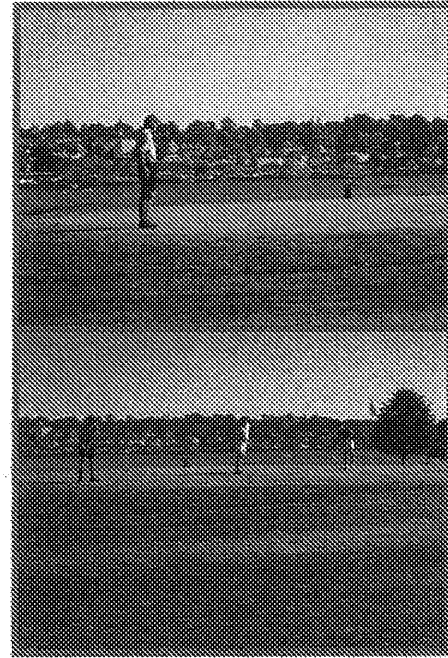
PETROFF PARTNERSHIP ARCHITECTS

PETROFF

THE TOP

LUNenburg NOVA SCOTIA

STELLAR INVESTMENT INC



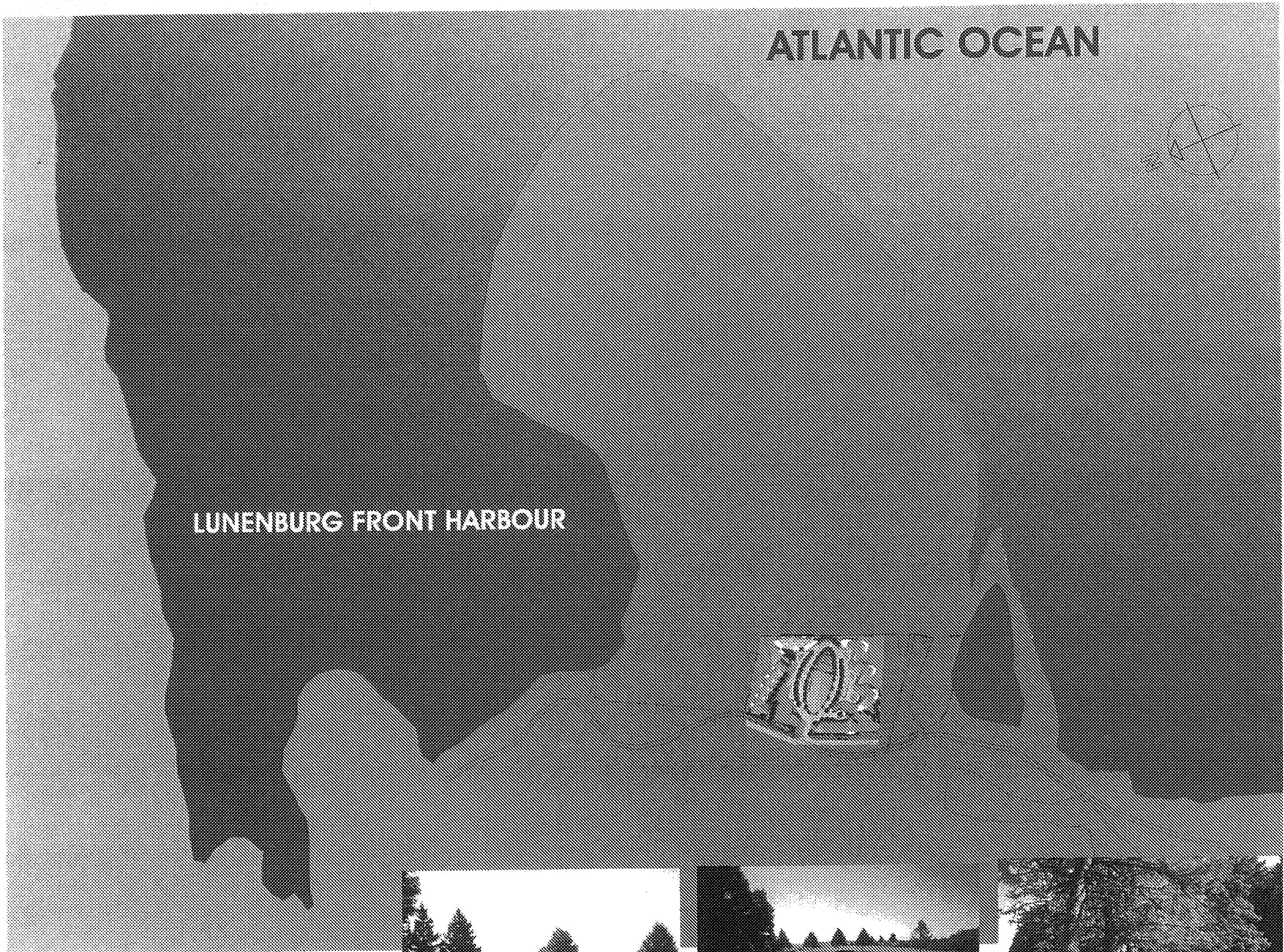
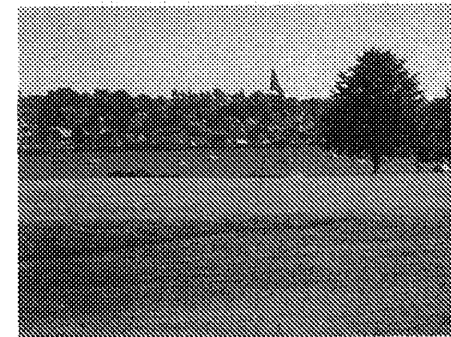
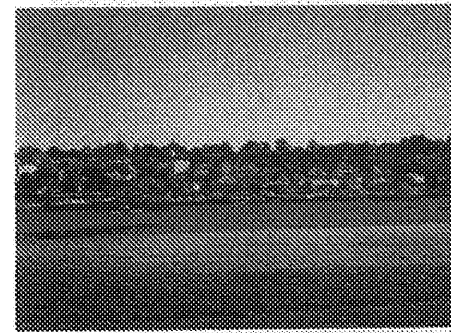
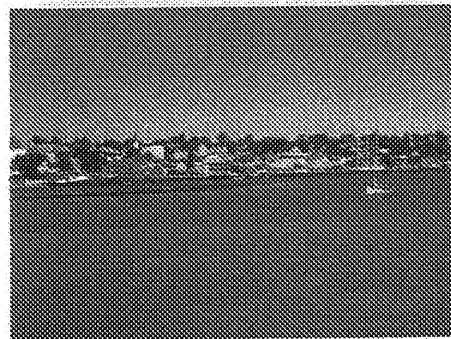
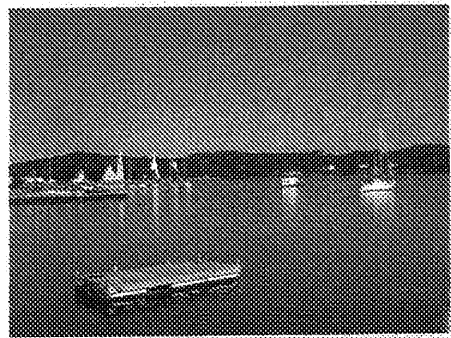
VIEWS FROM SITE LOCATION

PETROFF PARTNERSHIP ARCHITECTS  
**PETROFF**

**THE 101**

LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC



LOCATION

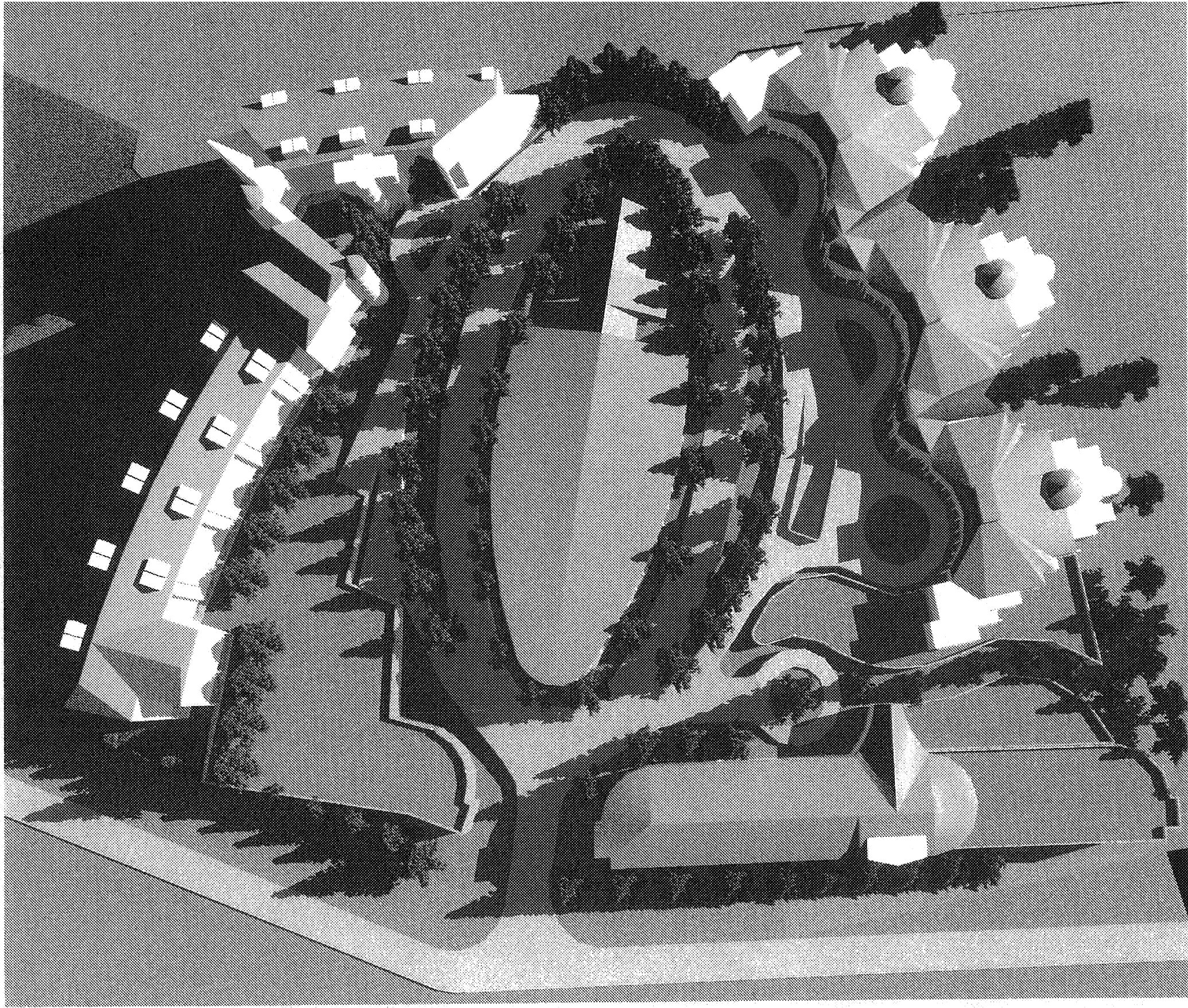
PETROFF PARTNERSHIP ARCHITECTS

PETROFF

THE TOP

LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC



TOP VIEW

PETROFF PARTNERSHIP ARCHITECTS

**PETROFF**

**THE TOP**

LUNenburg NOVA SCOTIA

STELLAR INVESTMENT INC

**HOTEL COMPONENTS**

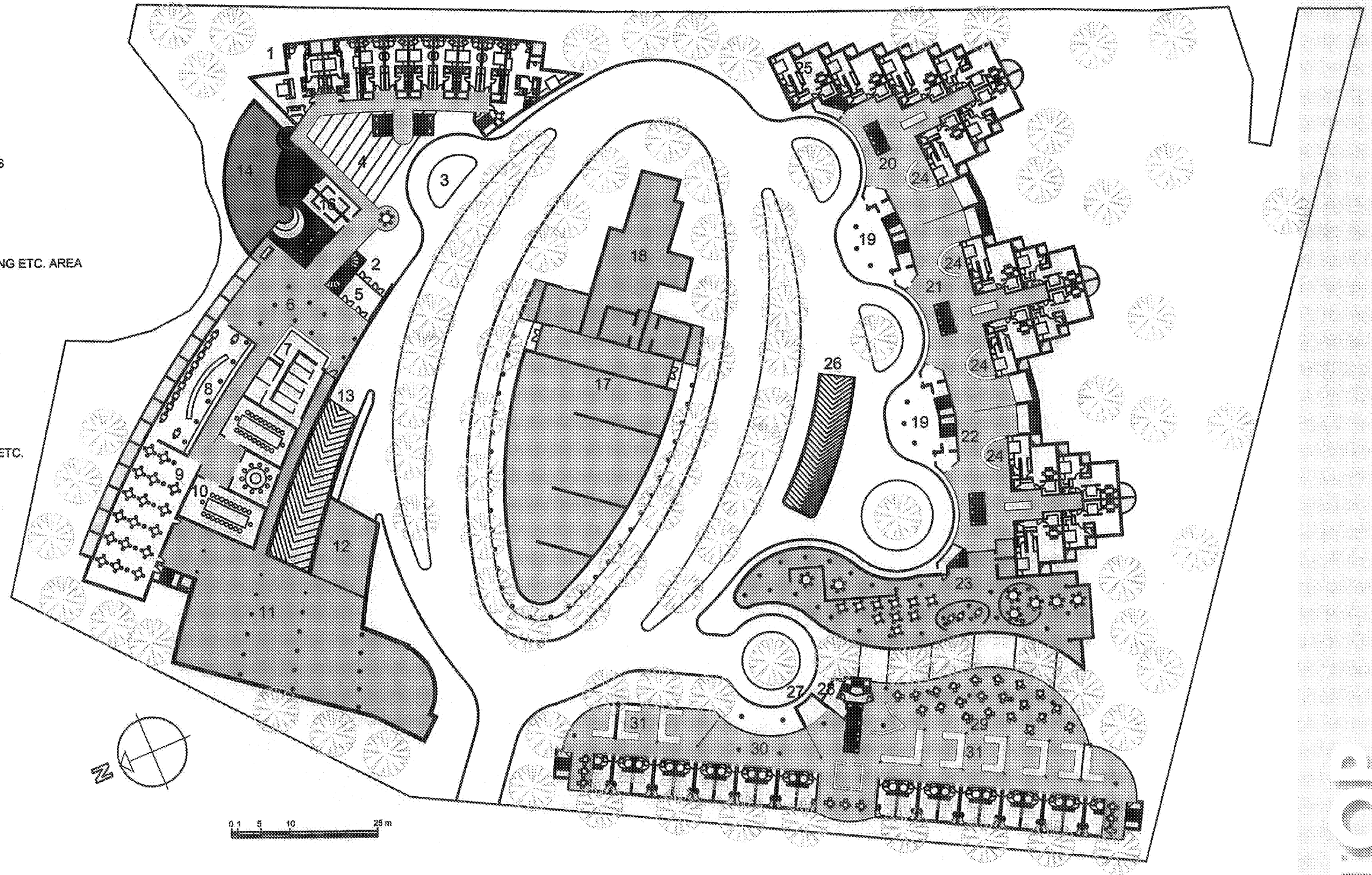
- 1 HOTEL PHASE 2
- 2 MAIN ENTRANCE
- 3 VEHICULAR ACCESS, DROP OFF-PICK UP
- 4 LANDSCAPED COURTYARD
- 5 VESTIBULE
- 6 MAIN LOBBY AND CIRCULATION AREA
- 7 FRONT DESK AND MANAGEMENT OFFICES
- 8 LOBBY BAR, LOUNGE AREA
- 9 RESTAURANT CAFE AREA
- 10 CONFERENCE MEETING ROOMS AREA
- 11 B.O.T.H. KITCHEN STAFF AREA
- 12 SHIPPING, RECEIVING GARBAGE HANDLING ETC. AREA
- 13 U.G. PARKING ACCESS-EGRESS RAMP
- 14 POOL
- 15 POOL DECK
- 16 CHANGING ROOMS

**COMMON FACILITIES, RESIDENCES AND LONG TERM CARE**

- 17 FITNESS, CARDIO MACHINES, EXERCISE ETC.
- 18 RESTAURANTS, SHOPS, ETC.
- 19 TERRACES
- 20 LOBBY OF PHASE 1
- 21 LOBBY OF PHASE 2
- 22 LOBBY OF PHASE 3
- 23 PARTIES, GAMES, CONTRACT BRIDGE, TV LOUNGES ETC.
- 24 CONCIERGE
- 25 CARETAKER'S FLAT
- 26 U.G. PARKING ACCESS-EGRESS RAMP
- 27 MAIN ENTRANCE
- 28 SERVICE ENTRANCE
- 29 DINING AND MAIN ACTIVITIES AREA
- 30 LOBBY AND VISITORS AREA
- 31 SPECIFIC ACTIVITIES AREA

**UNITS ON GROUND LEVEL**

HOTEL UNITS	9
RETIREMENT APARTMENTS	14
LONG TERM CARE UNIT	22



**GROUND FLOOR LEVEL**

PETROFF PARTNERSHIP ARCHITECTS

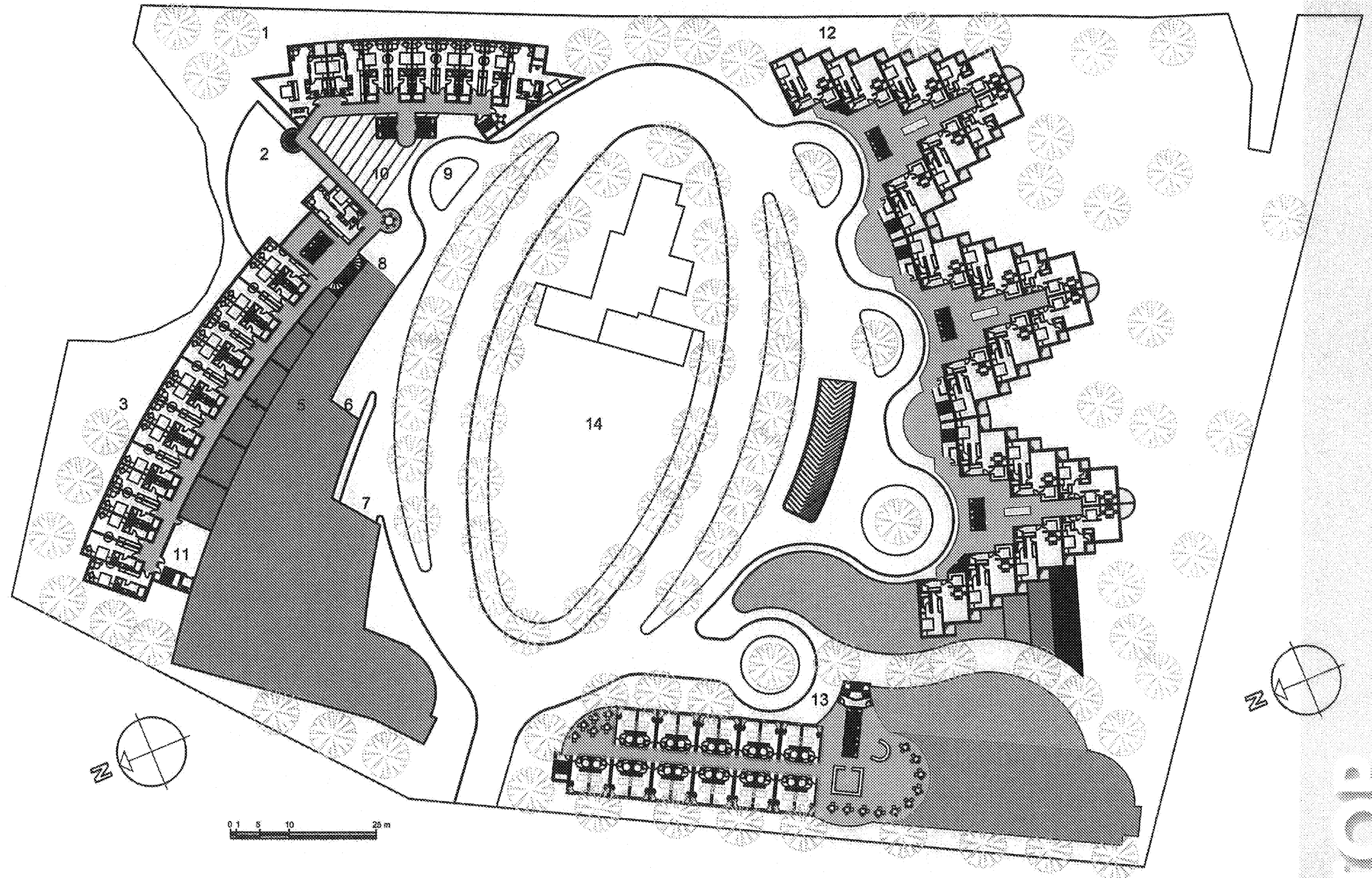
**PETROFF**

HOTEL: SINGLE ROOMS FLOOR,  
SUITES AT SPECIFIC LOCATIONS

- 1 HOTEL PHASE 2
- 2 POOL AREA
- 3 HOTEL PHASE I
- 4 SKYLIGHTS
- 5 LANDSCAPED ROOF TERRACE
- 6 UG. PARKING ACCESS, EGRESS
- 7 RECEIVING
- 8 MAIN ENTRANCE
- 9 VEHICULAR ACCESS, DROP OFF-PICK UP
- 10 LANDSCAPED COURT YARD AREA
- 11 SERVICE CORE, MAIDS ROOM-STORAGE
- 12 RESIDENTIAL, 3 CLUSTERS-3 PHASES
- 13 LONG TERM CARE
- 14 ROOF OF COMMON FACILITIES

UNITS ON 2nd LEVEL

HOTEL UNITS	26
RETIREMENT APARTMENTS	20
LONG TERM CARE UNIT	22



2ND FLOOR LEVEL

PETROFF PARTNERSHIP ARCHITECTS

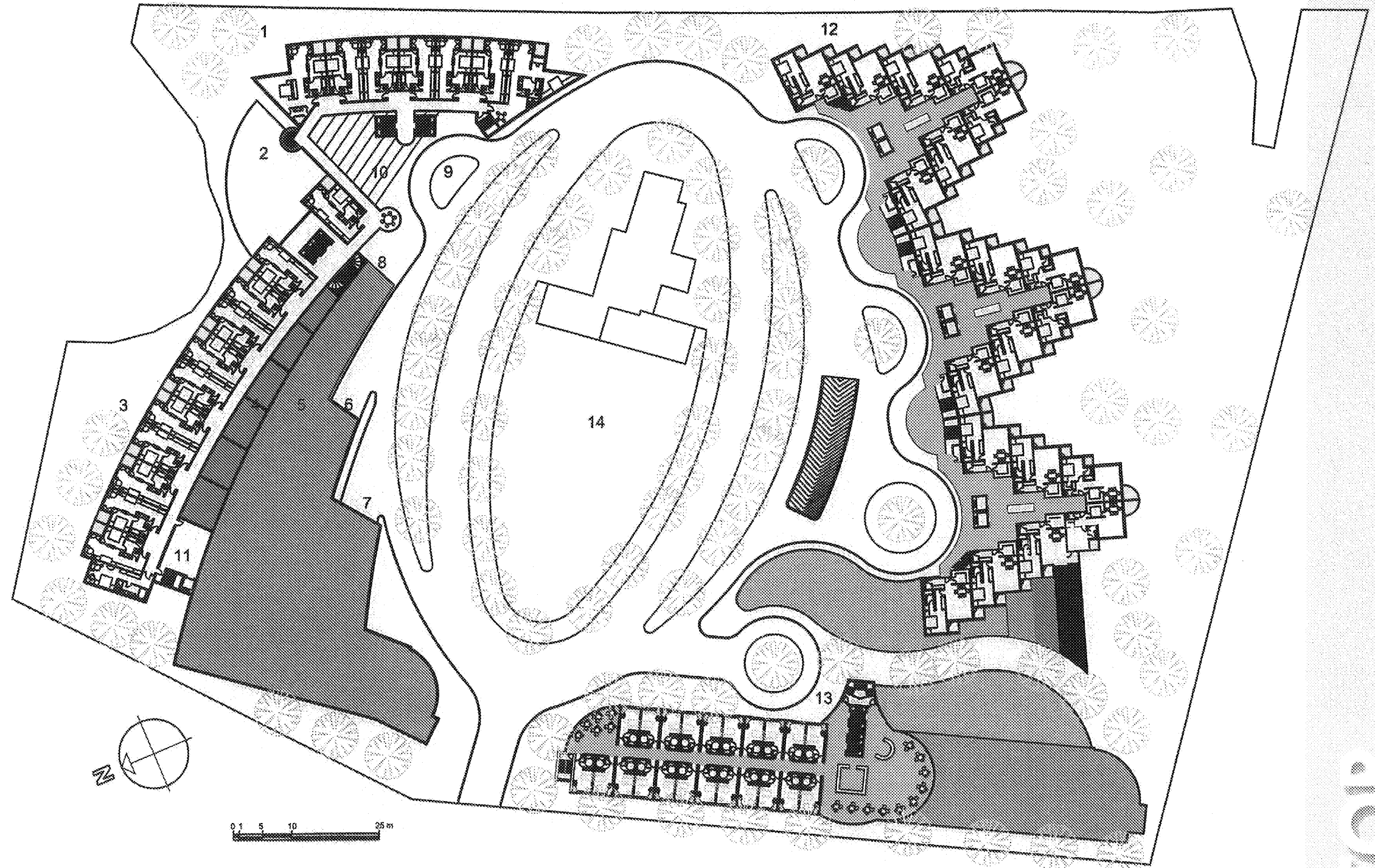
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HOTEL: SINGLE ROOMS FLOOR,  
SUITES AT SPECIFIC LOCATIONS

- 1 HOTEL PHASE 2
- 2 POOL AREA
- 3 HOTEL PHASE I
- 4 SKYLIGHTS
- 5 LANDSCAPED ROOF TERRACE
- 6 UG. PARKING ACCESS, EGRESS
- 7 RECEIVING
- 8 MAIN ENTRANCE
- 9 VEHICULAR ACCESS, DROP OFF-PICK UP
- 10 LANDSCAPED COURT YARD AREA
- 11 SERVICE CORE, MAIDS ROOM-STORAGE
- 12 RESIDENTIAL, 3 CLUSTERS-3 PHASES
- 13 LONG TERM CARE
- 14 ROOF OF COMMON FACILITIES

UNITS ON 3rd LEVEL

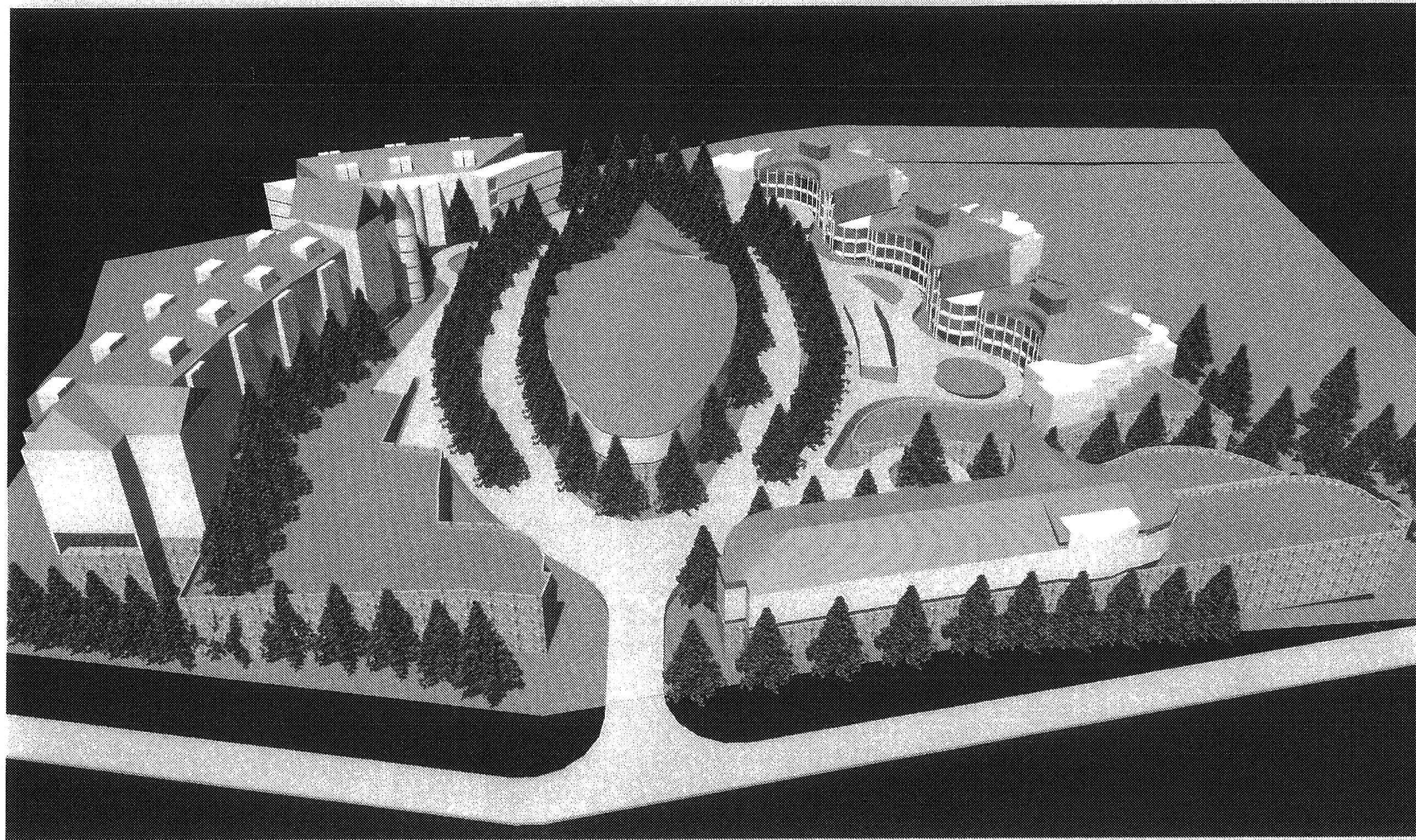
HOTEL UNITS	19
RETIREMENT APARTMENTS	20
LONG TERM CARE UNIT	22



3RD FLOOR LEVEL

PETROFF PARTNERSHIP ARCHITECTS

**PETROFF**



AERIAL PERSPECTIVE

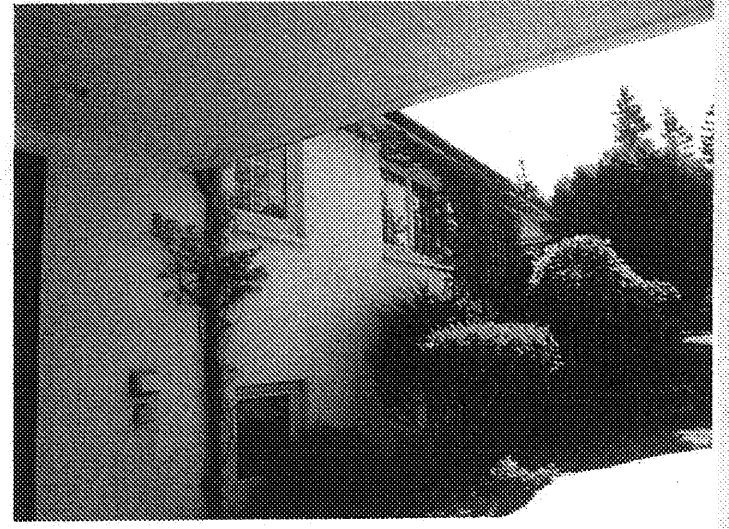
PETROFF PARTNERSHIP ARCHITECTS

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LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC



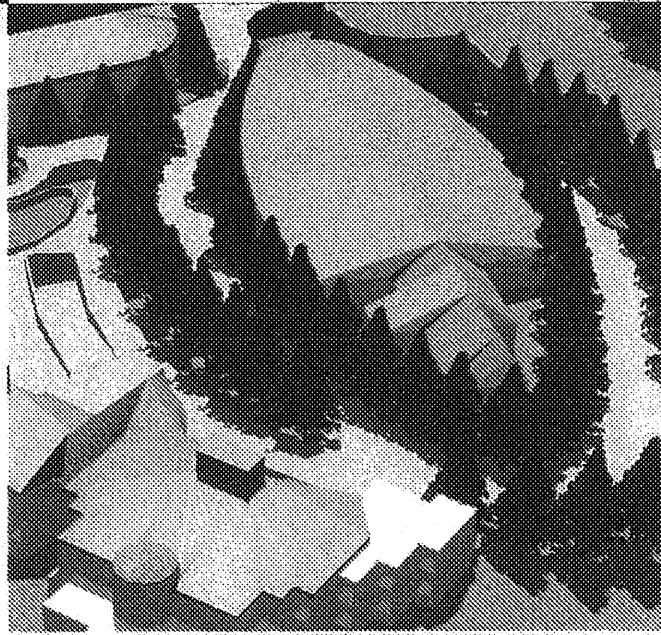
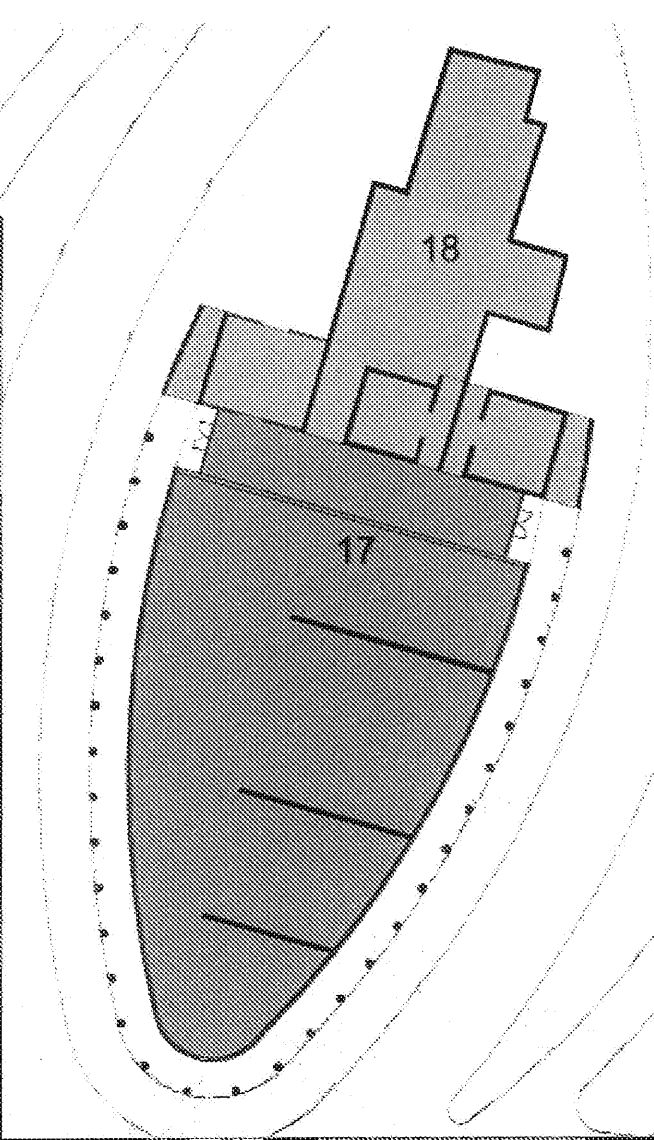
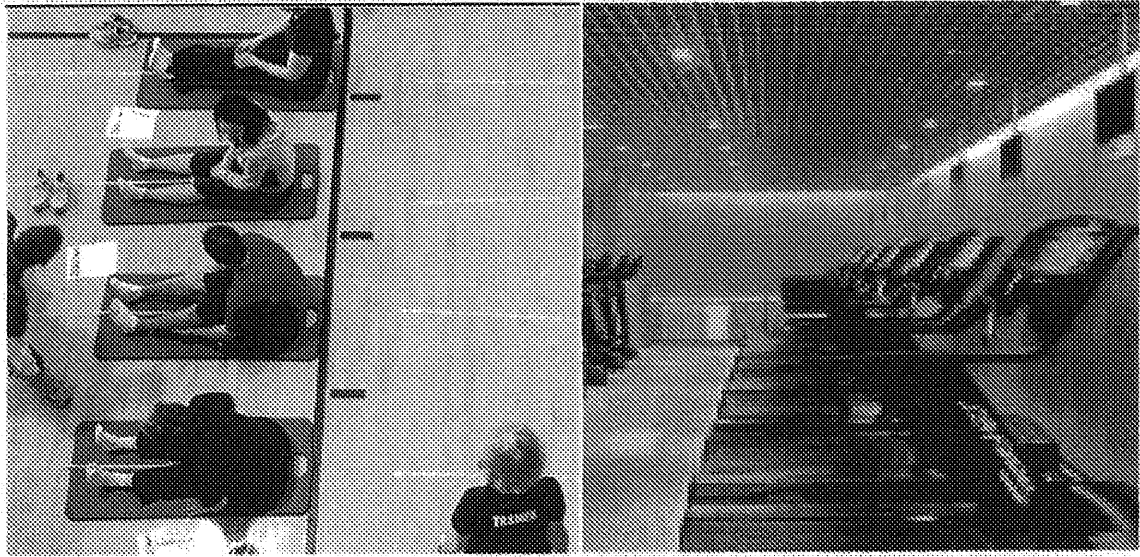
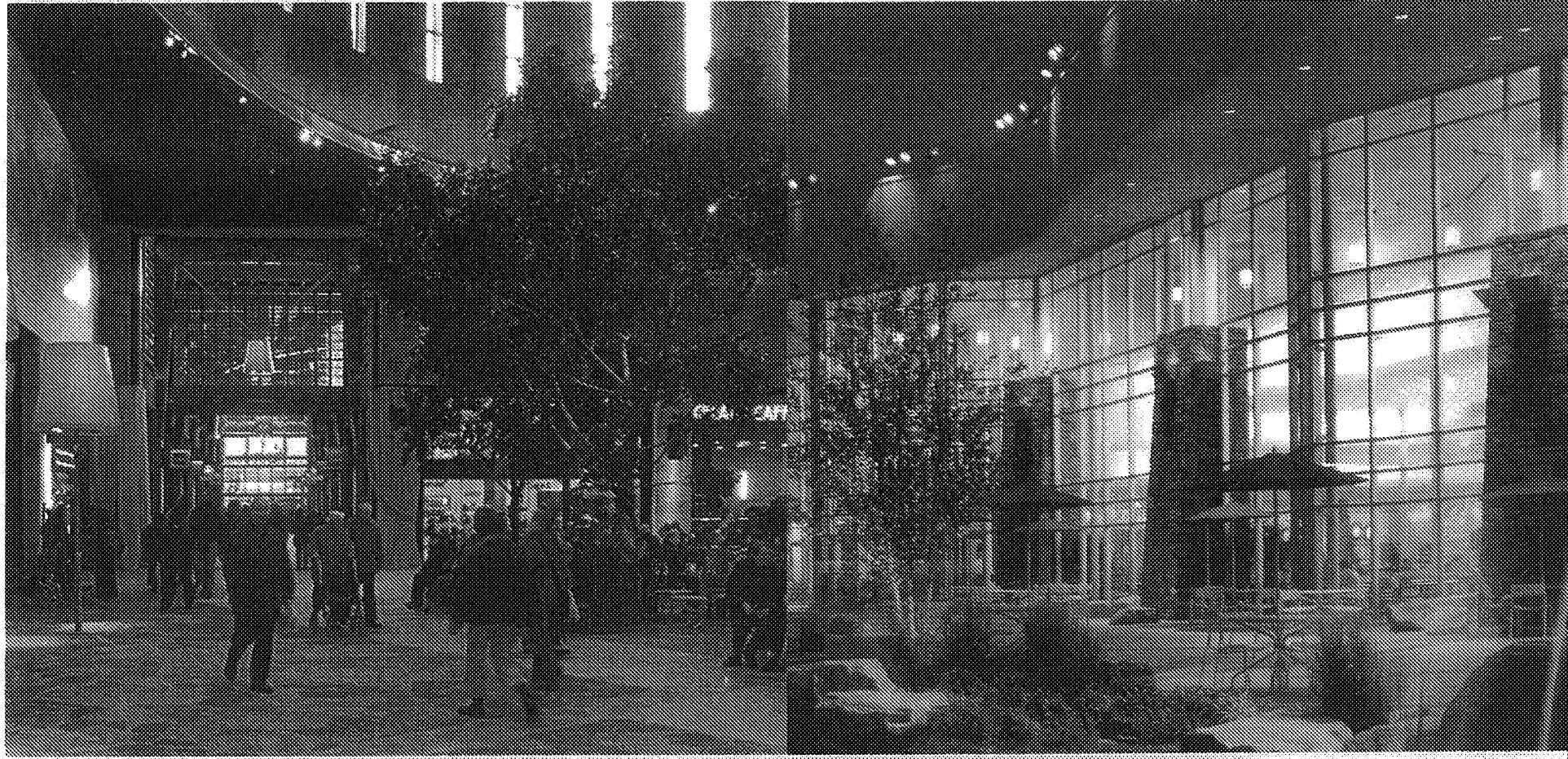
STELLAR INVESTMENT INC

THE TOP  
LUNENBURG NOVA SCOTIA

TOWN CENTRE

PETROFF PARTNERSHIP ARCHITECTS

PETROFF



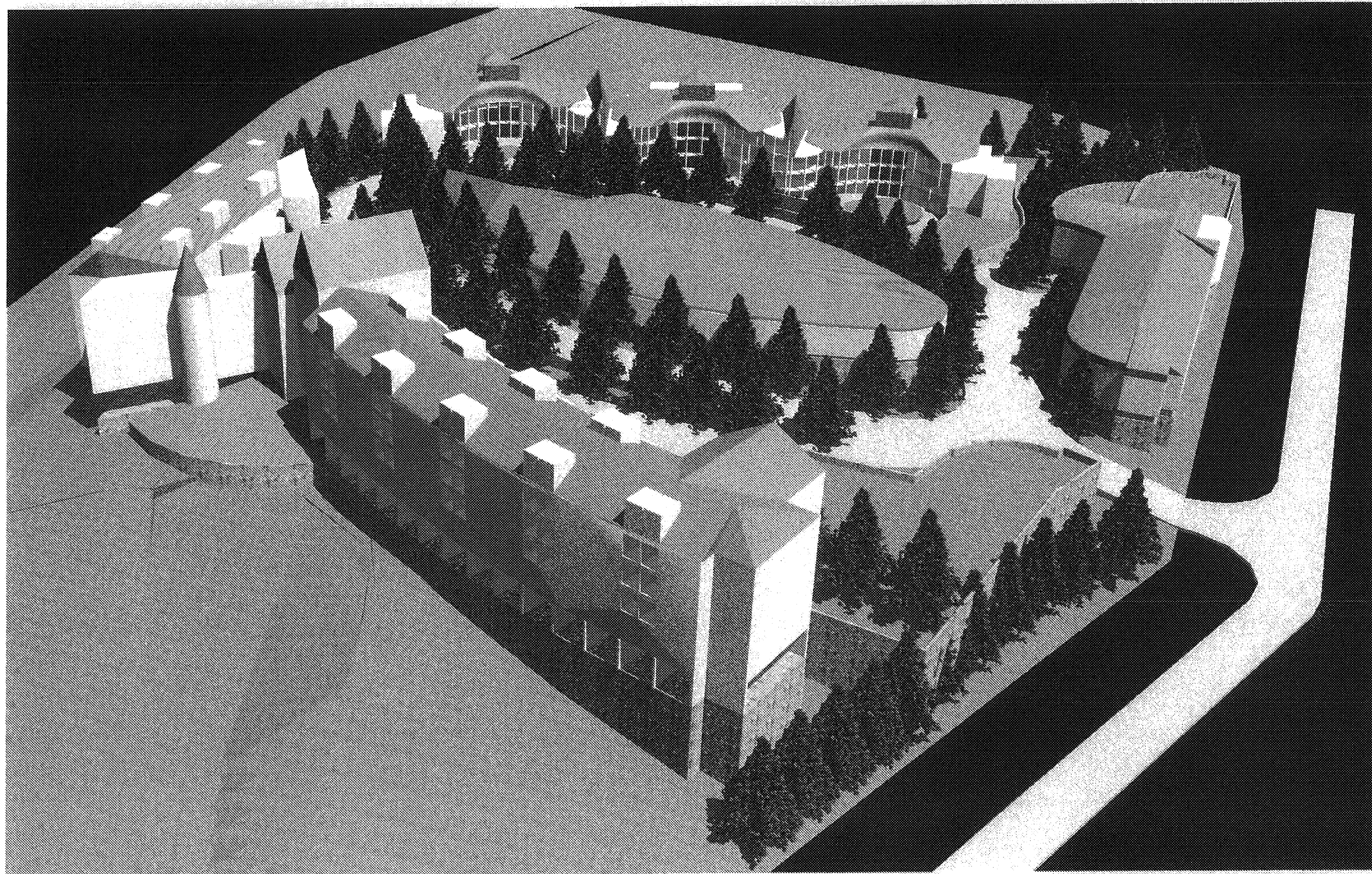
STELLAR INVESTMENT INC

**THE TOP**  
LUNENBURG NOVA SCOTIA

TOWN CENTRE

PETROFF PARTNERSHIP ARCHITECTS

**PETROFF**



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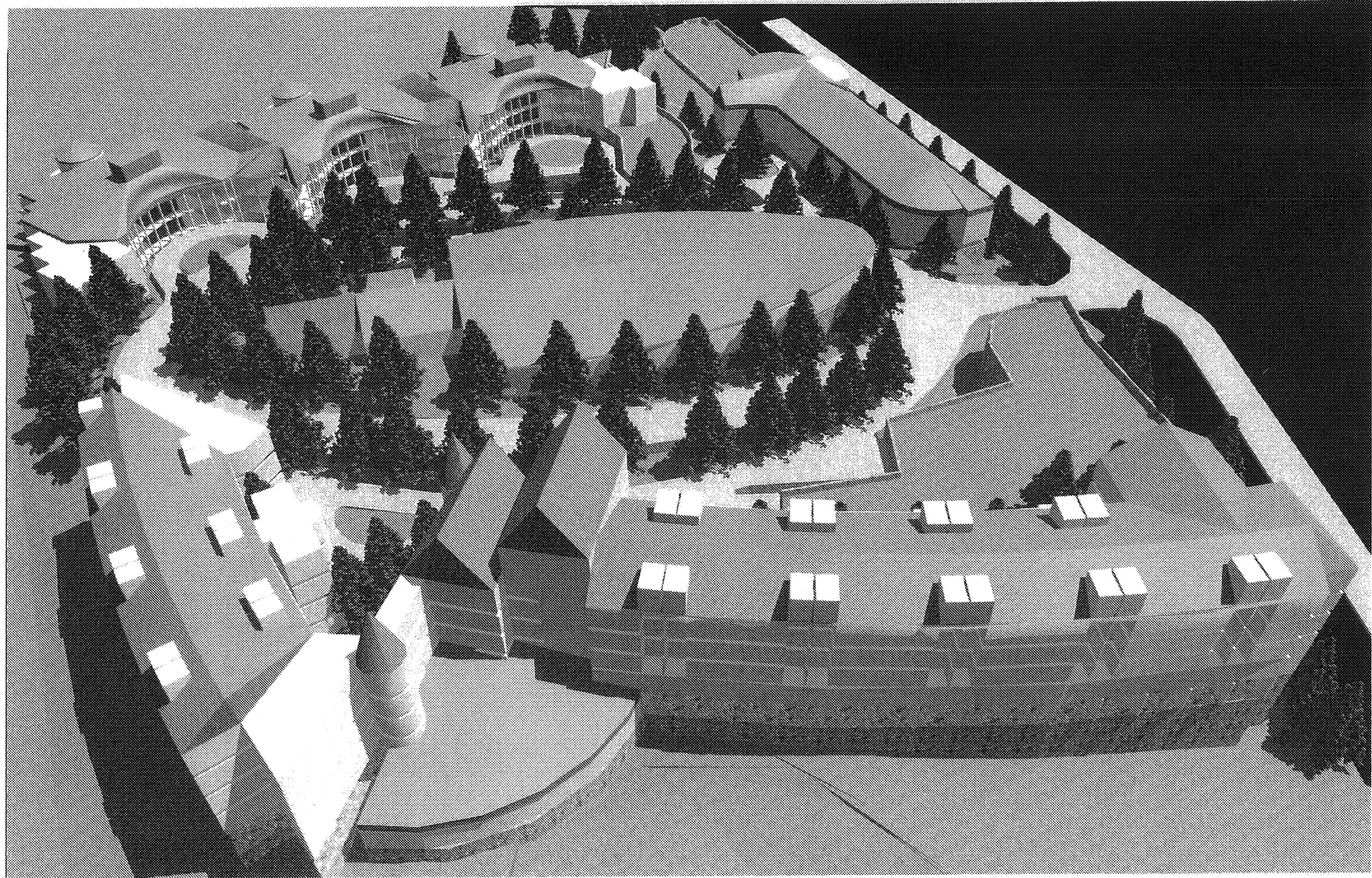
PETROFF PARTNERSHIP ARCHITECTS

**PETROFF**

**THE TOP**

LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC



AERIAL PERSPECTIVE

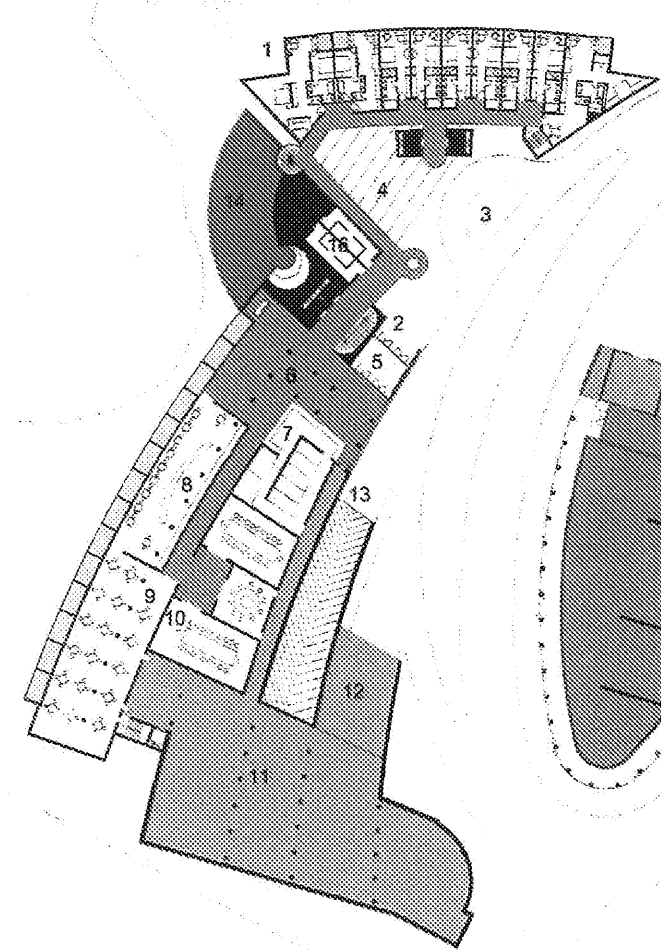
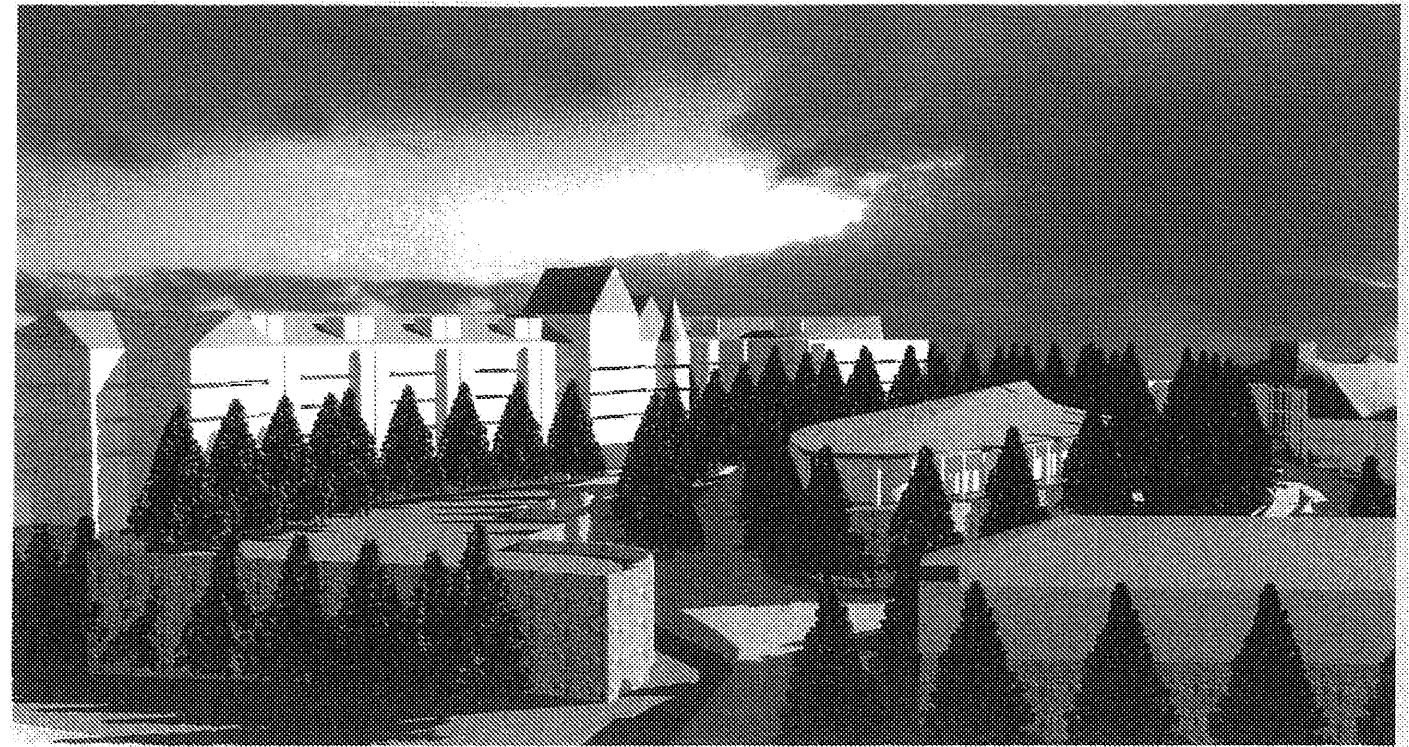
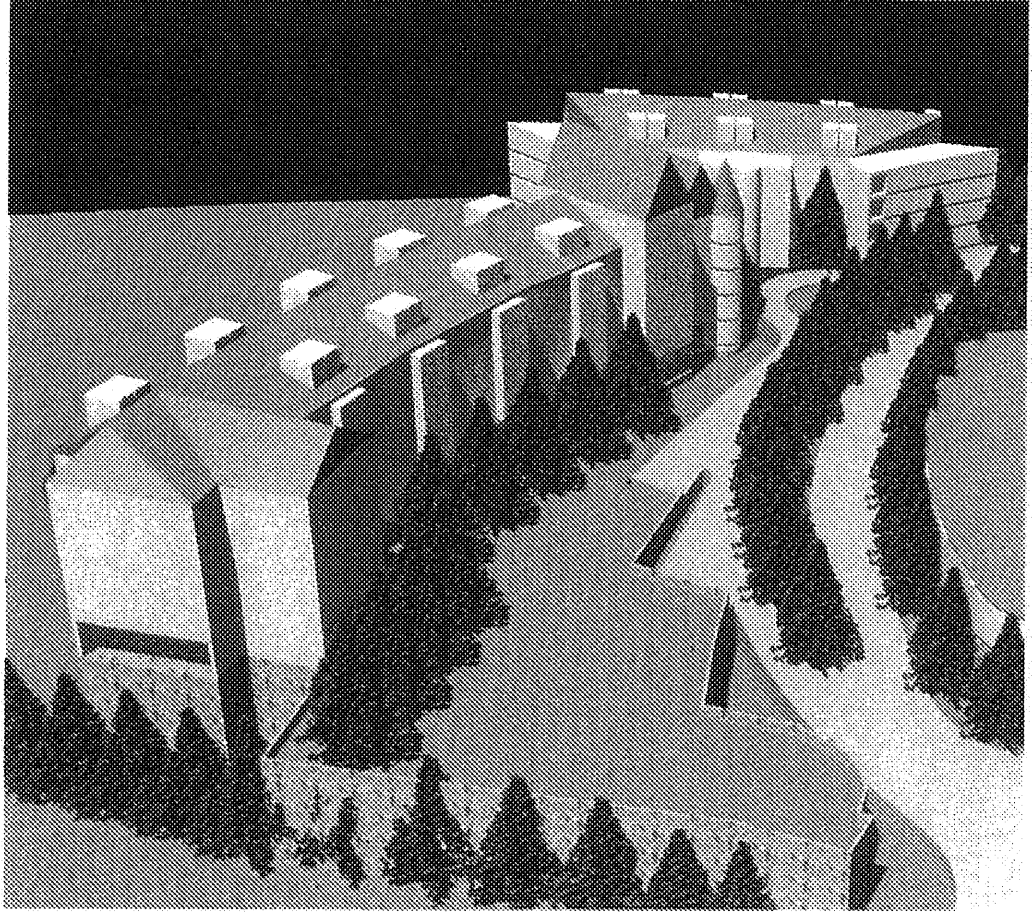
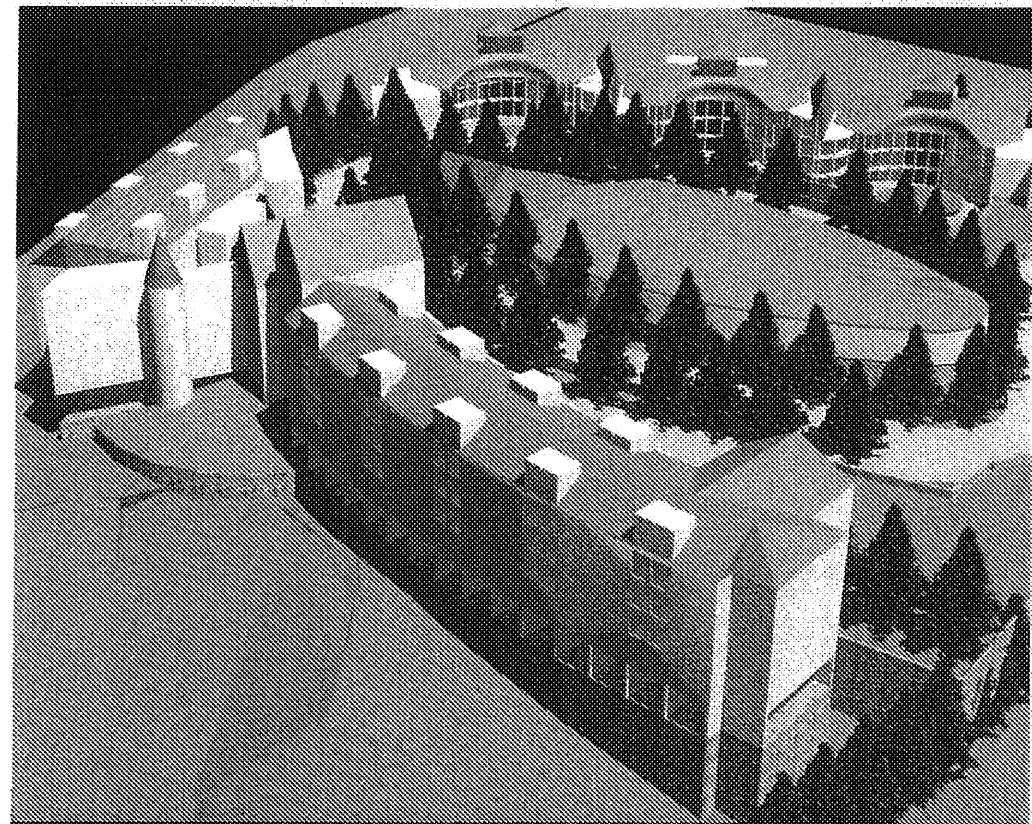
PETROFF PARTNERSHIP ARCHITECTS

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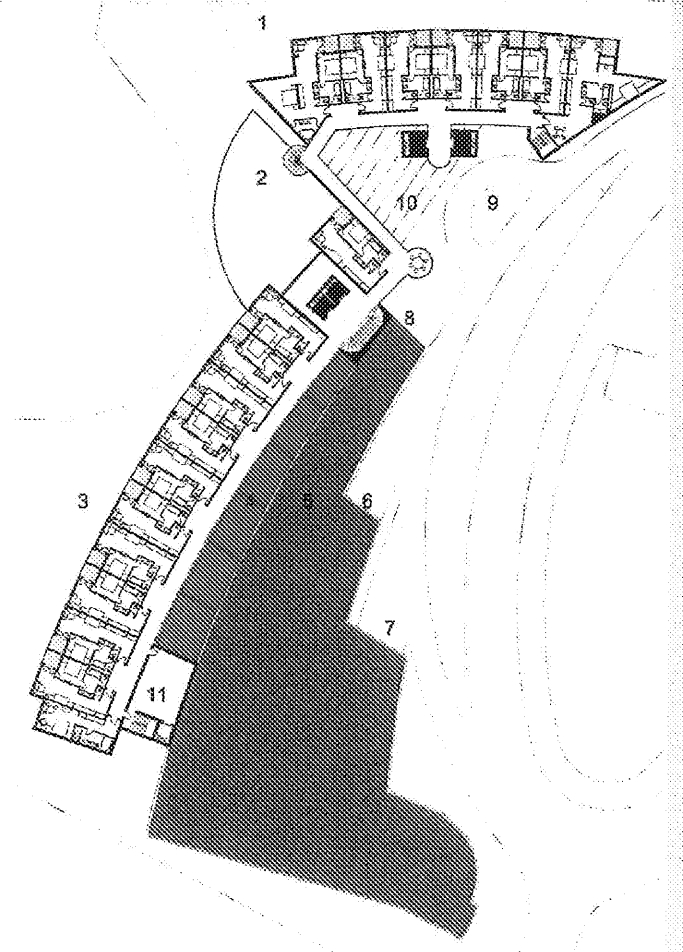
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LUNenburg NOVA SCOTIA

STELLAR INVESTMENT INC



LOWER LEVEL

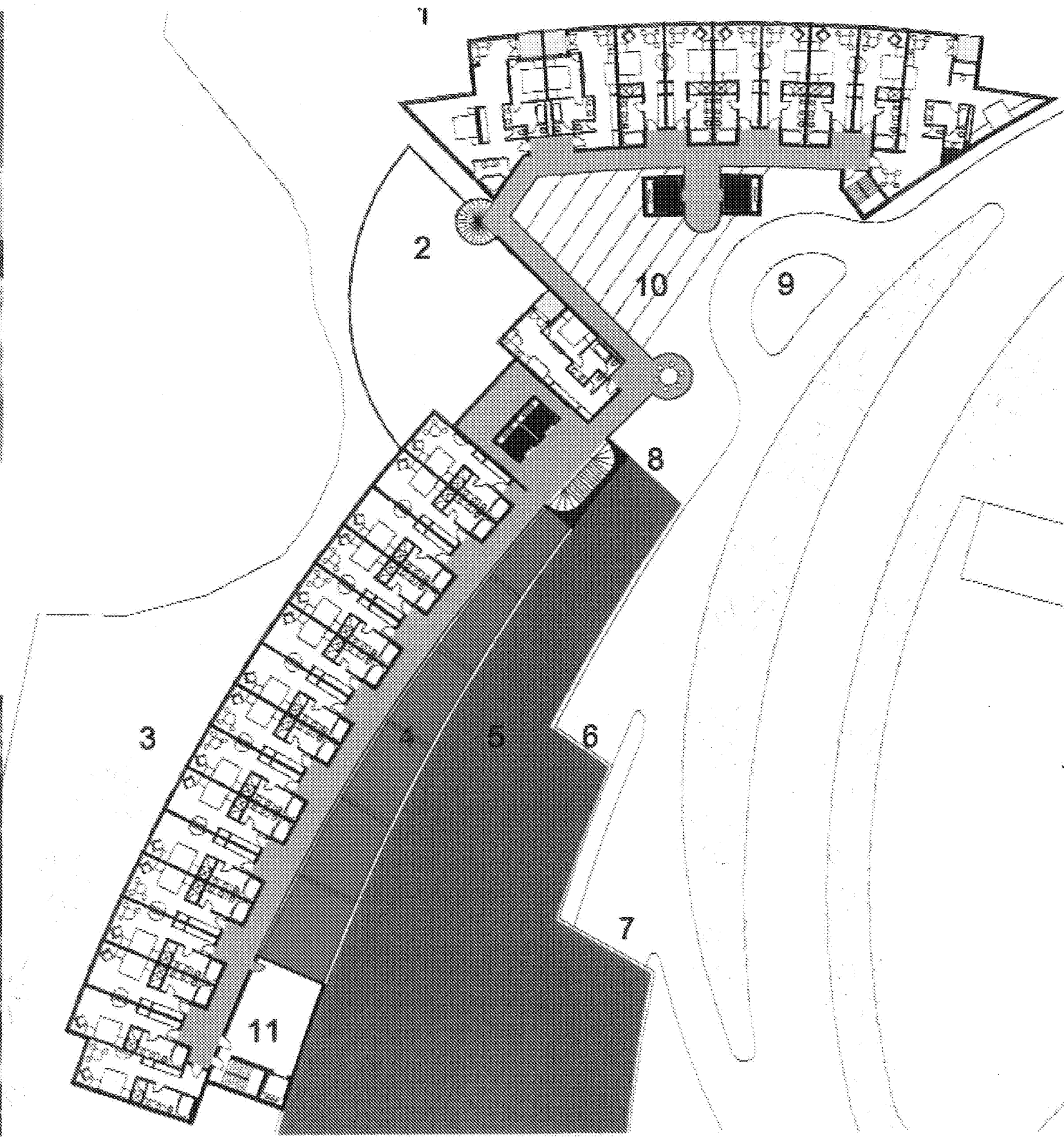
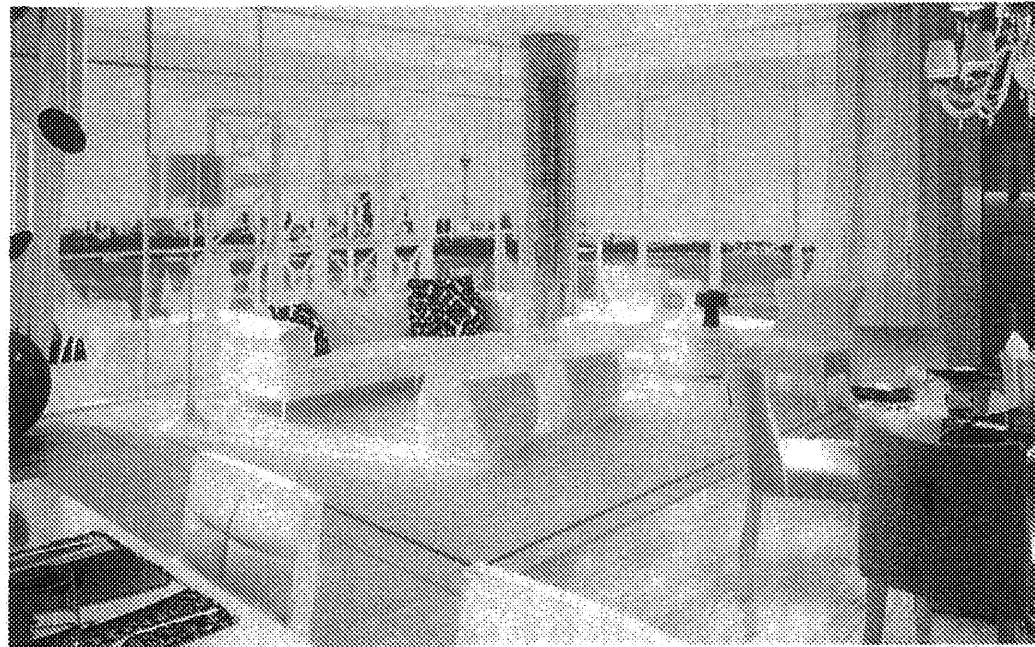
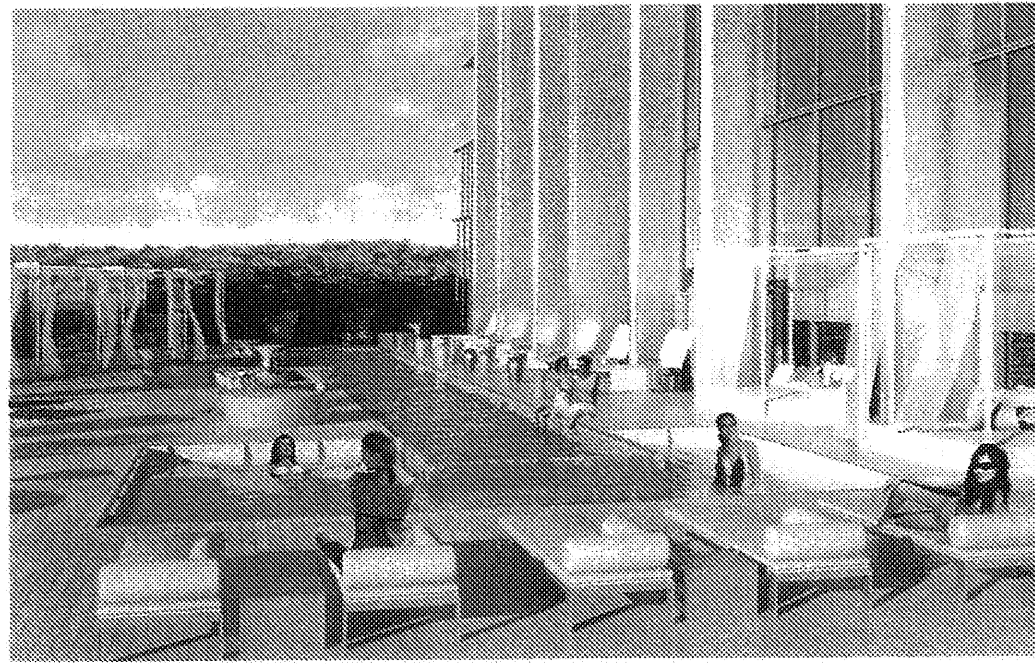


UPPER LEVELS

HOTEL

PETROFF PARTNERSHIP ARCHITECTS

PETROFF



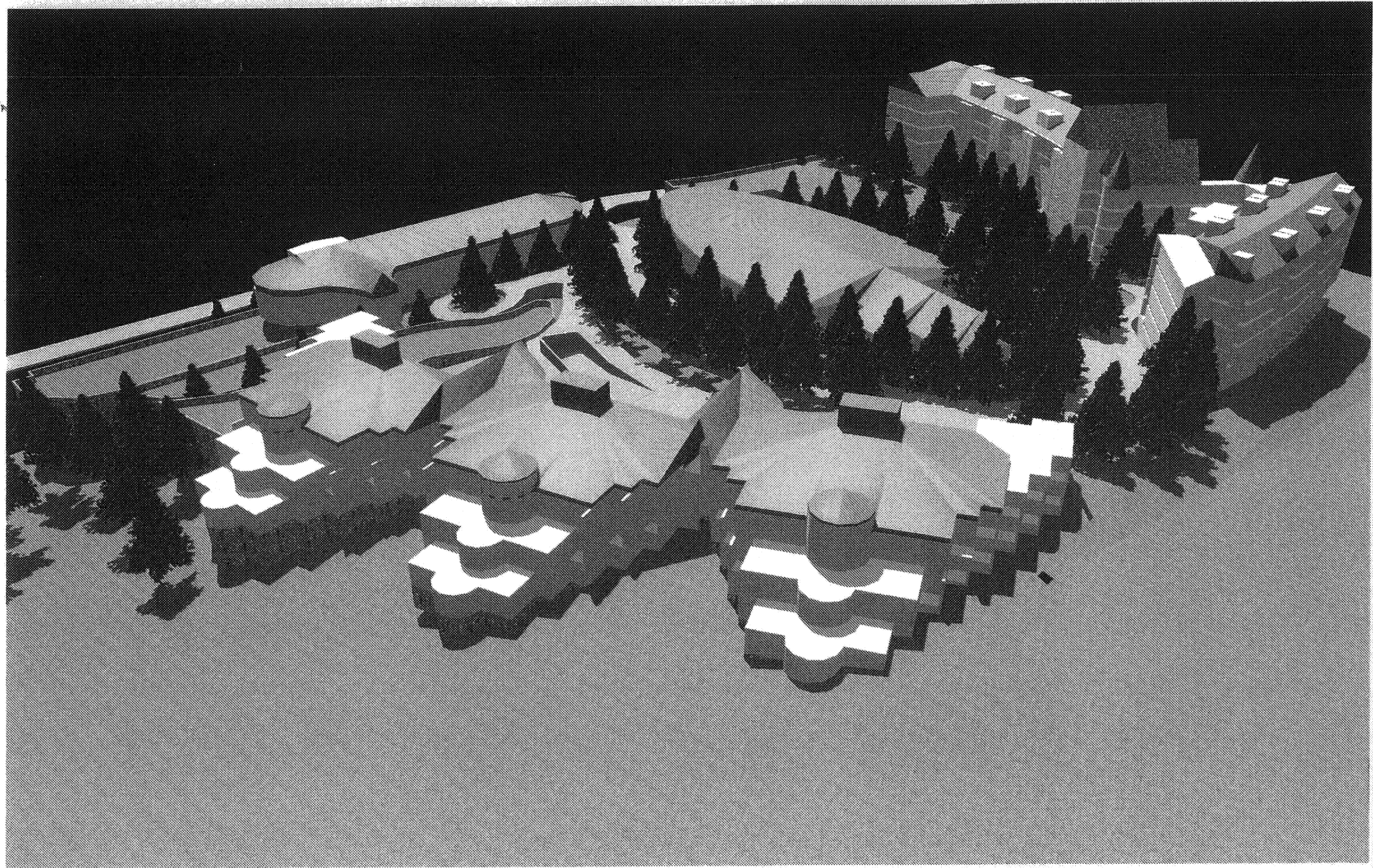
HOTEL

PETROFF PARTNERSHIP ARCHITECTS

PETROFF

THE TOP  
LUNenburg NOVA SCOTIA

STELLAR INVESTMENT INC



AERIAL PERSPECTIVE

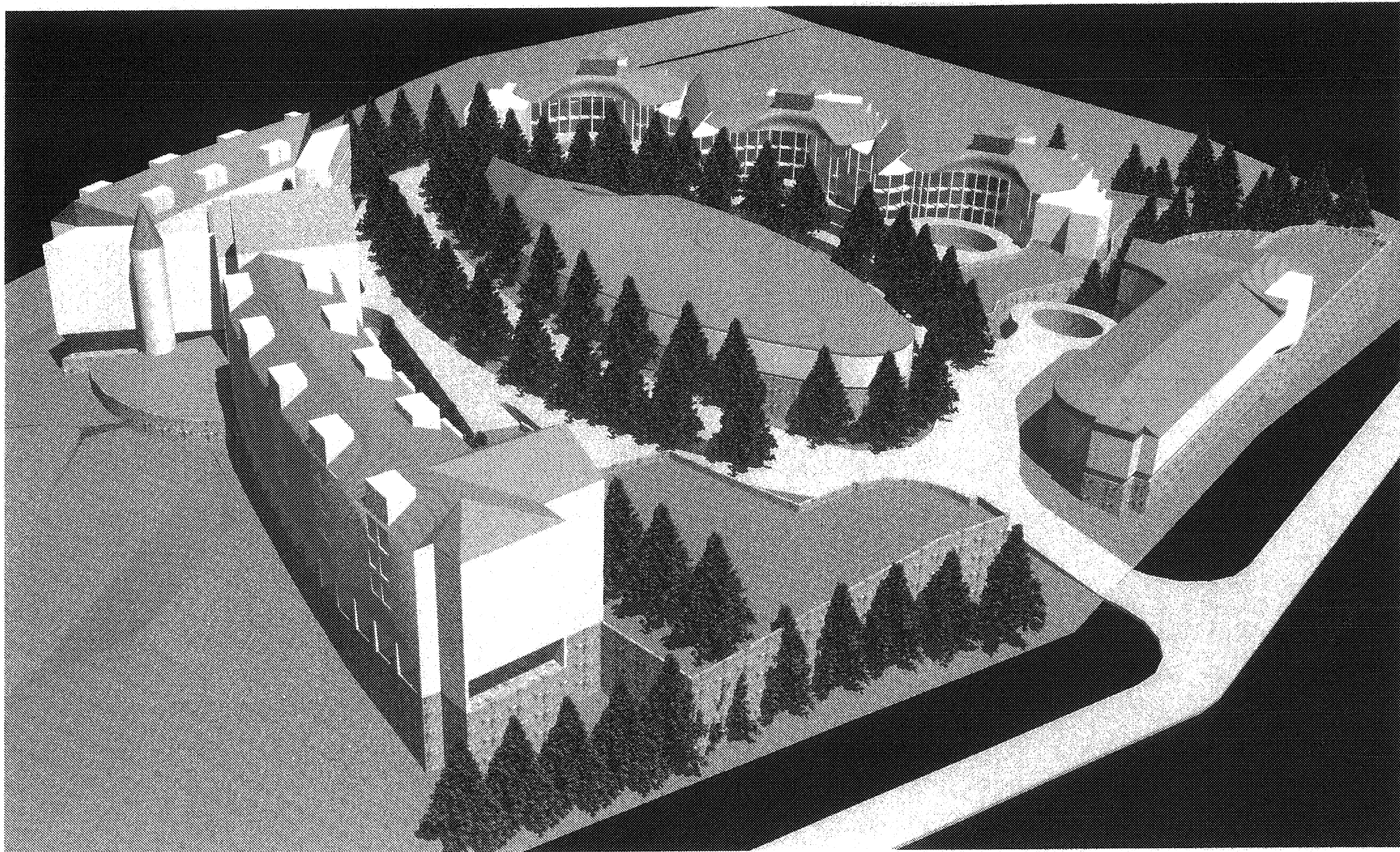
PETROFF PARTNERSHIP ARCHITECTS

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LUNenburg NOVA SCOTIA

STELLAR INVESTMENT INC



AERIAL PERSPECTIVE

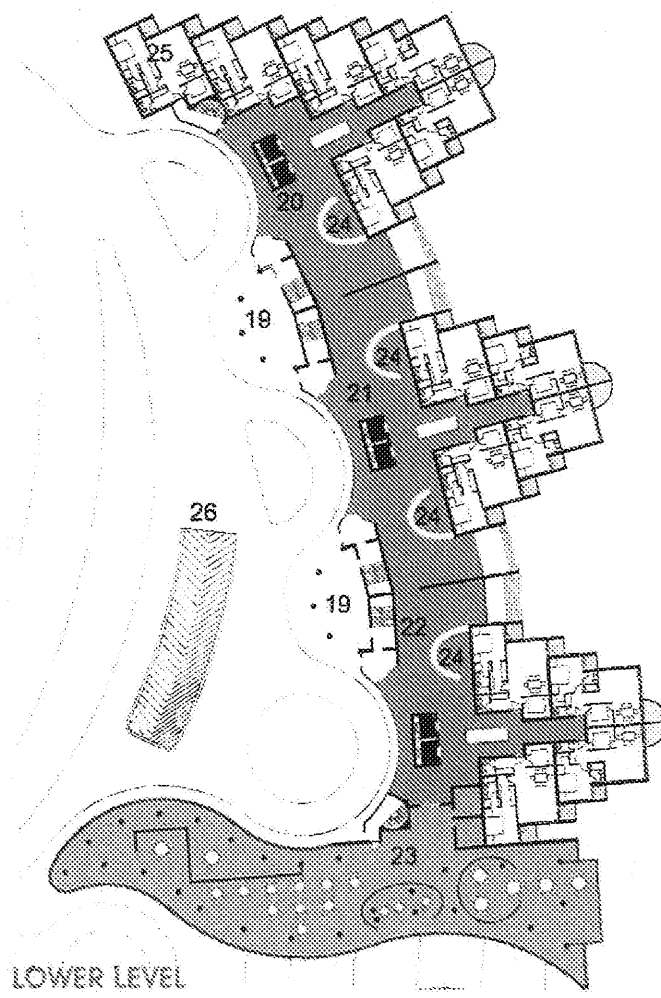
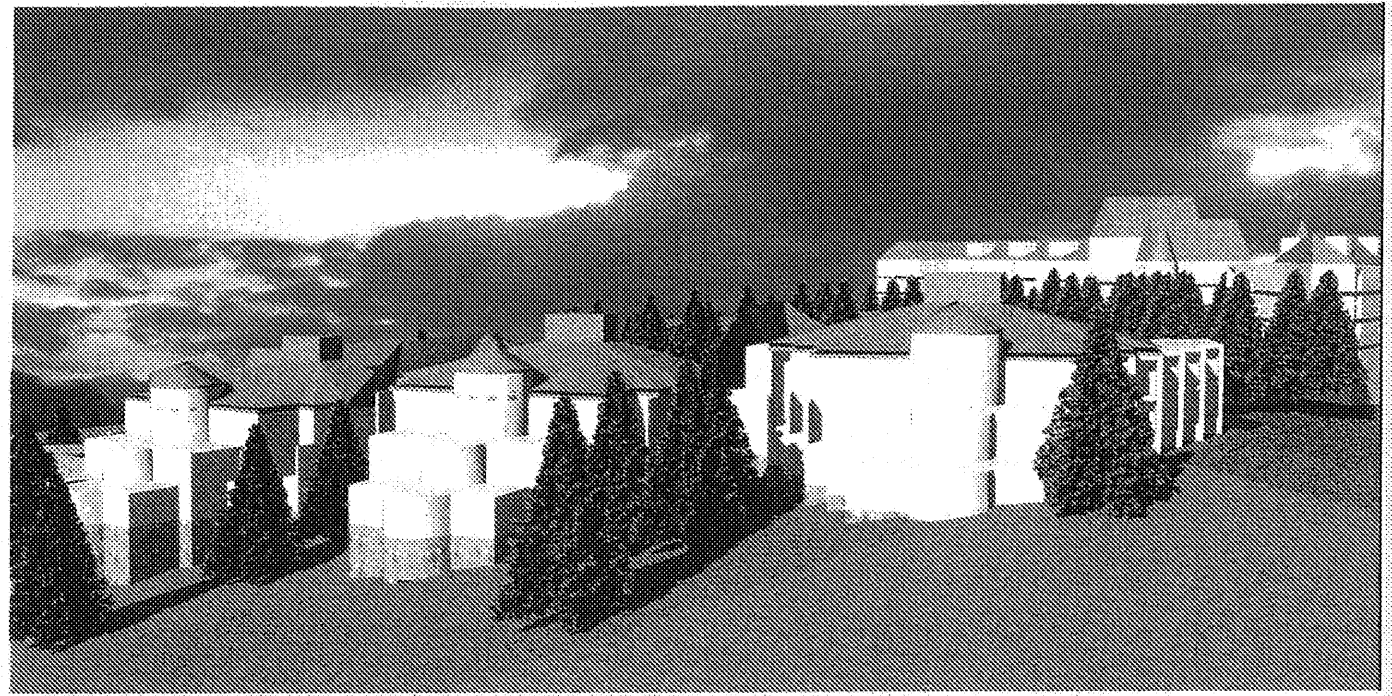
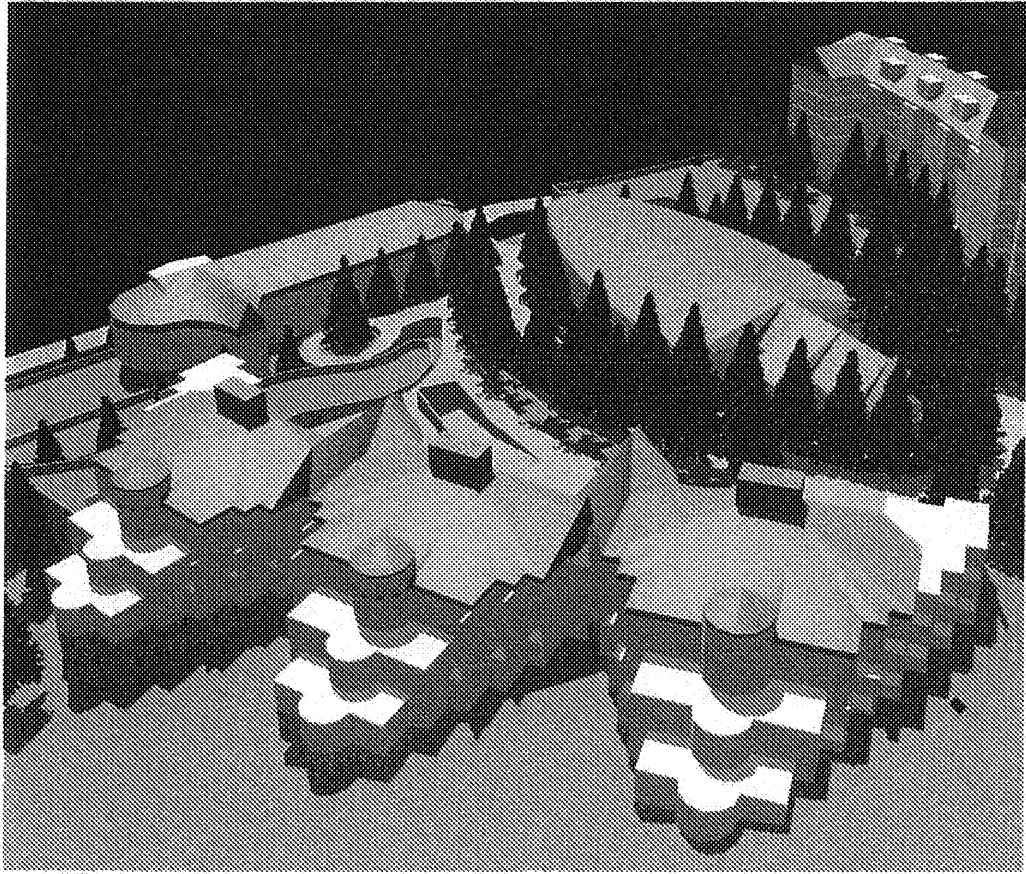
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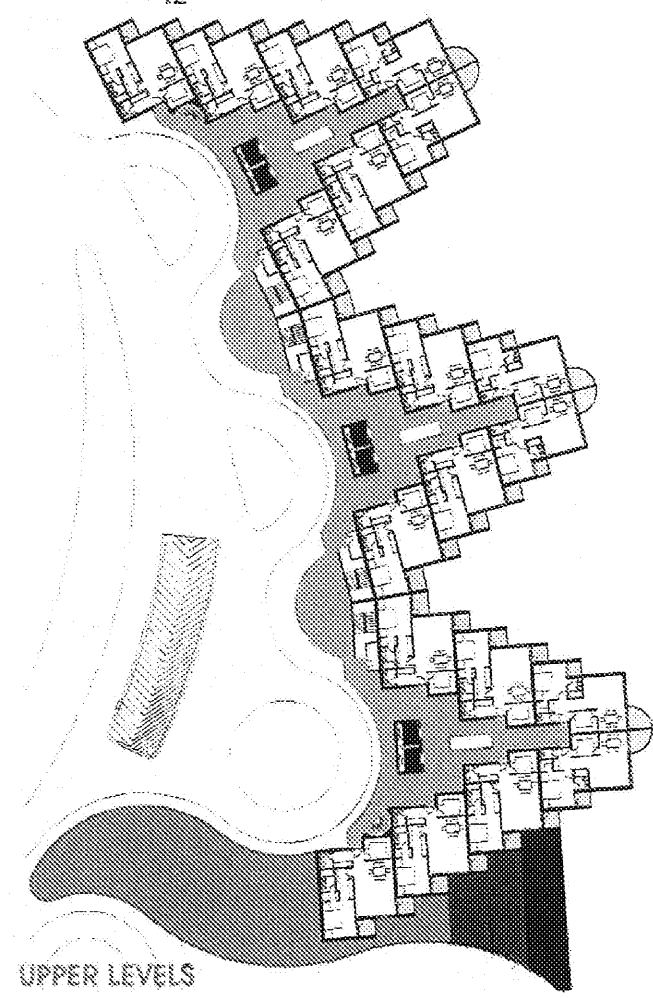
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LUNENBURG NOVA SCOTIA

STELLAR INVESTMENT INC



LOWER LEVEL

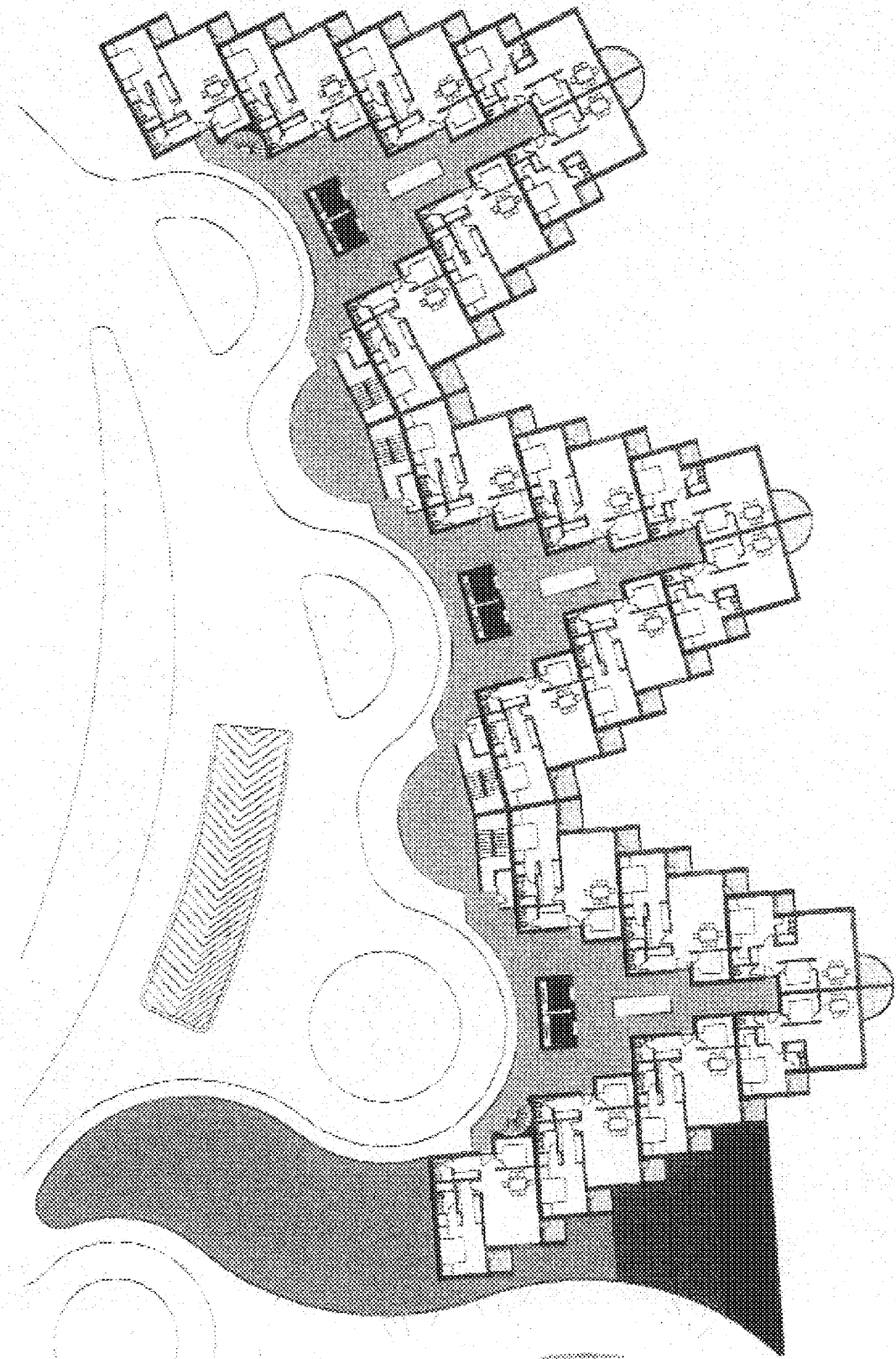
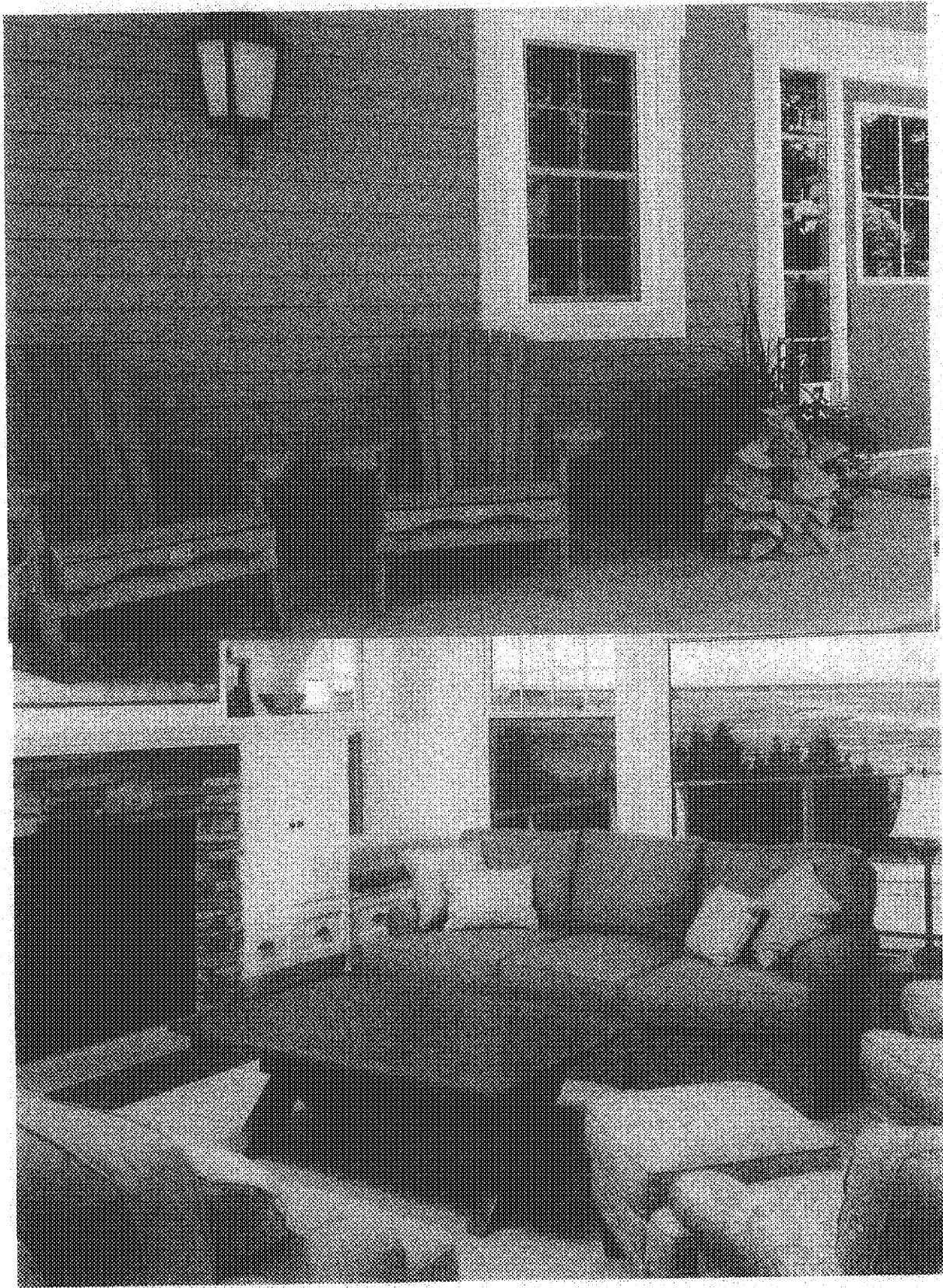


UPPER LEVELS

RESIDENTIAL

PETROFF PARTNERSHIP ARCHITECTS

PETROFF



RESIDENTIAL

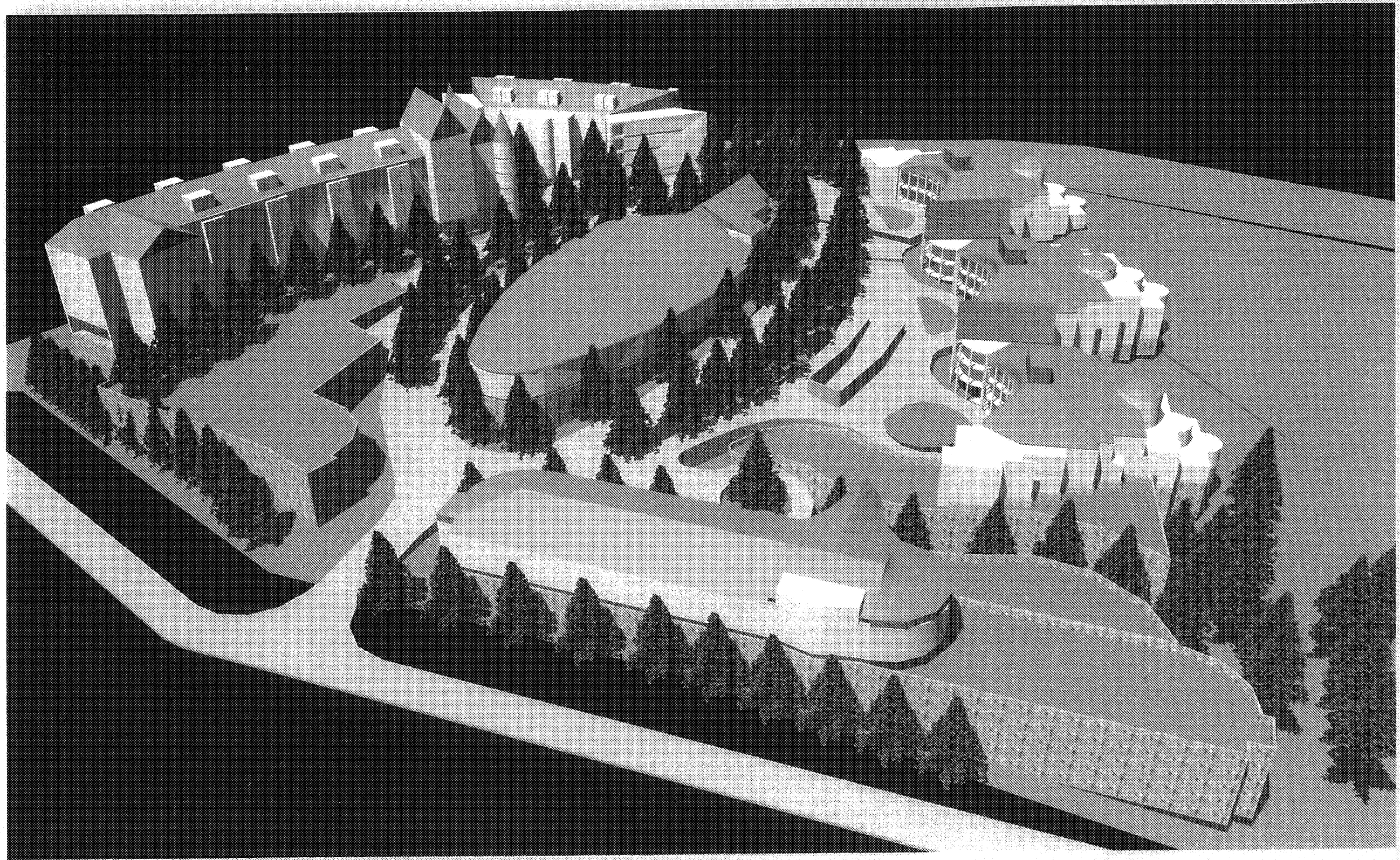
PETROFF PARTNERSHIP ARCHITECTS

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LUNenburg NOVA SCOTIA

STELLAR INVESTMENT INC



AERIAL PERSPECTIVE

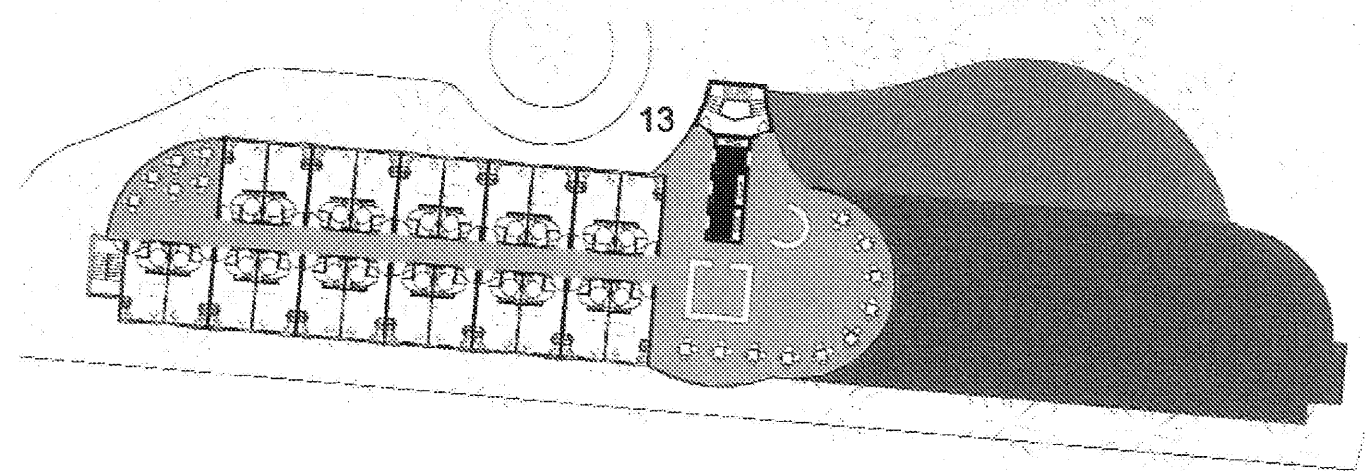
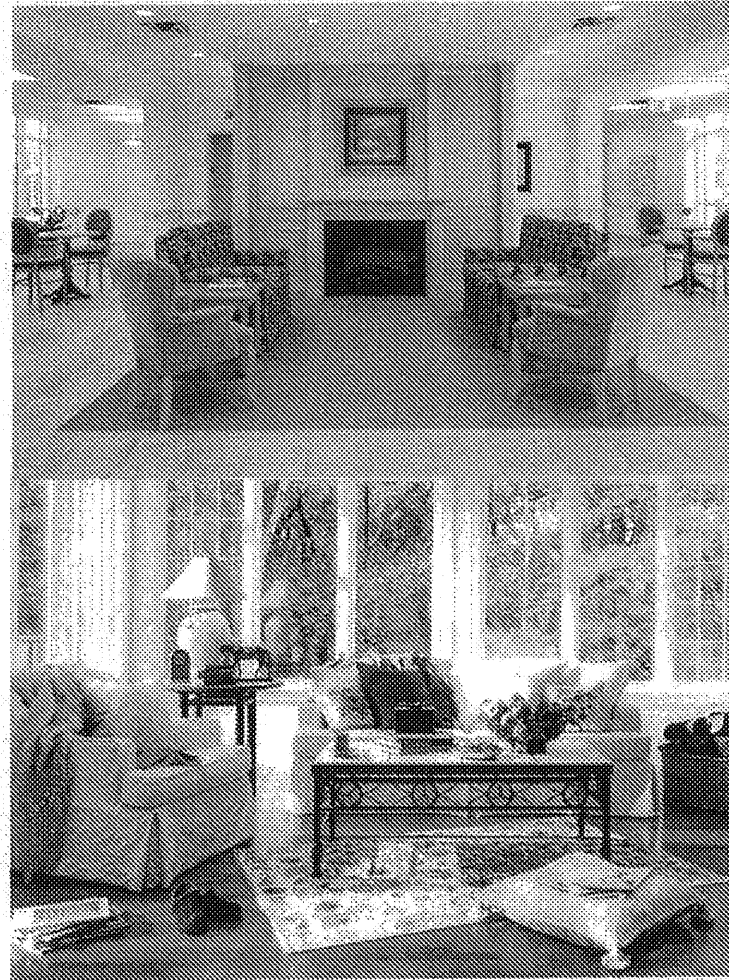
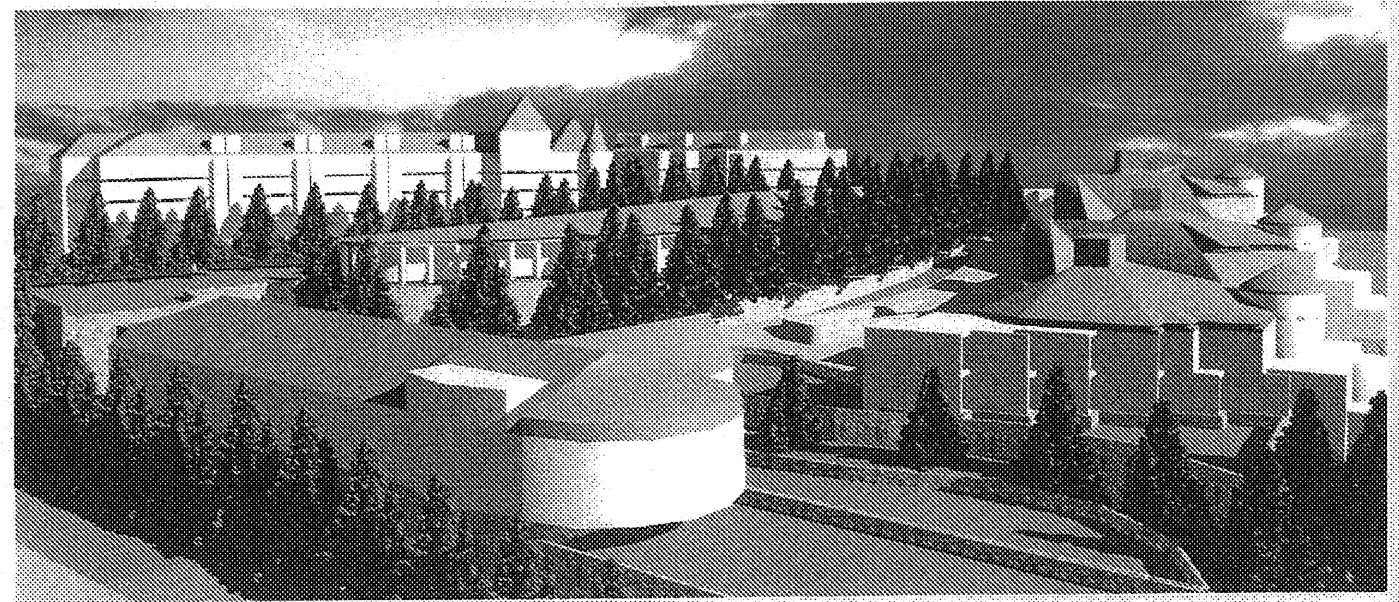
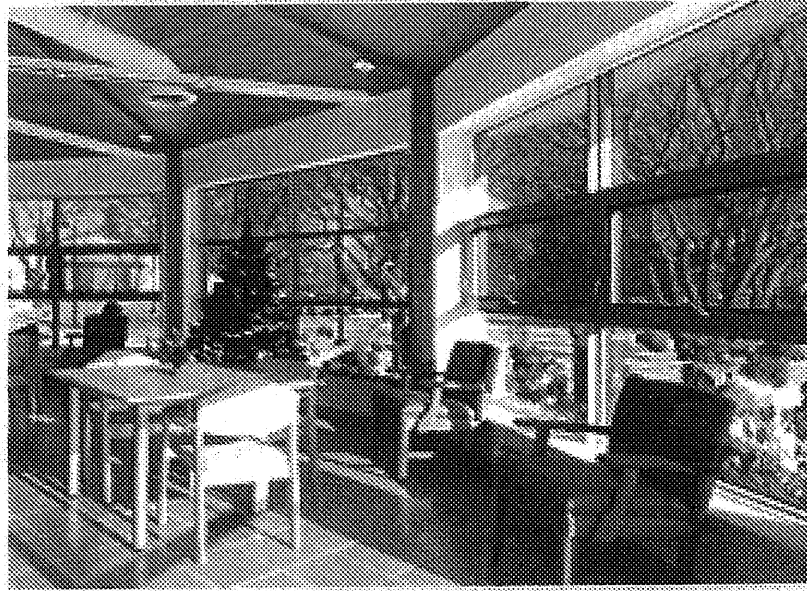
PETROFF PARTNERSHIP ARCHITECTS

**PETROFF**

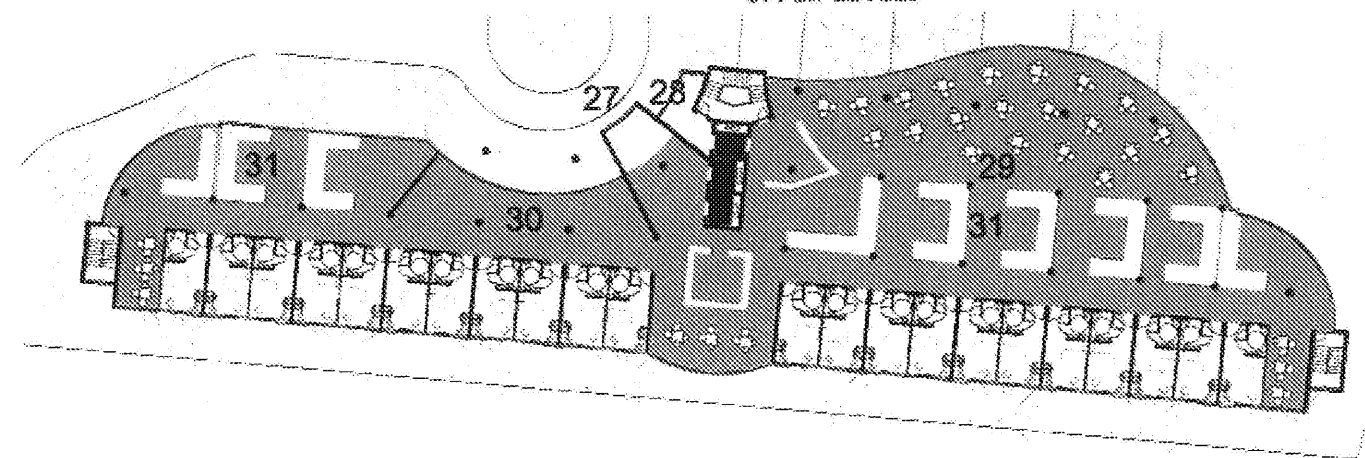
**THE TOP**

LUNenburg NOVA SCOTIA

STELLAR INVESTMENT INC



UPPER LEVELS



LOWER LEVEL

**LONG TERM CARE FACILITIES**

PETROFF PARTNERSHIP ARCHITECTS

**PETROFF**

STELLAR INVESTMENT INC

**THE TOP**

LUNENBURG NOVA SCOTIA





**Burke,  
Macdonald  
& Luczak**  
Barristers & Solicitors

Patrick A. Burke, QC  
David K. Macdonald, BSc, LLB( Retired)  
Piotr Luczak, BA, LLB  
Lisa Avramenko, BA LLB

**CONFIDENTIAL**

April 13<sup>7</sup>, 2021

Town Council, Town of Lunenburg  
Town Hall  
119 Cumberland Street  
Lunenburg, NS B0J 2C0

Dear Town Council:

**Re:** Lunenburg Board of Trade Society Lease

This is to confirm that a draft Lease in connection with the Lunenburg Board of Trade was approved by Council in Camera on February 5, 2021. Since this time, some alterations have been made to the lease at the request of the Board of Trade. Attached is a draft lease showing highlights and strikeouts of the changes that have been made since Council in Camera last reviewed the lease.

This highlighted copy is for Council in Camera only.

Yours very truly,

**BURKE, MACDONALD & LUCZAK**

Patrick A. Burke, Q.C.  
PAB/js  
Encl.

Z:\PAB - WIP\1 - OPEN\4 - Town Files\Town - Lunenburg Board of Trade Society  
Lease\Letters\Letter to Council April 13, 2021.docx

THIS LEASE made as of the 27<sup>th</sup> day of March, 2021.

BETWEEN:

**TOWN OF LUNENBURG**, a municipal body corporate;

(hereinafter called the "LESSOR")

OF THE FIRST PART

- and -

**LUNENBURG BOARD OF TRADE SOCIETY**, a body corporate under the laws of the Province of Nova Scotia;

(hereinafter called the "LESSEE")

OF THE SECOND PART

WHEREAS the Lunenburg Board of Trade operates a community tourist bureau and campground on lands of the Lessor at Blockhouse Hill, Lunenburg, Nova Scotia using the building on the land as its office and meeting room and as meeting rental space.

AND WHEREAS the parties hereto wish to enter into the within Lease;

AND WHEREAS the buildings on the property are owned by the Lessee;

NOW THEREFORE this agreement witnesseth that in consideration of the rents, covenants and agreements hereinafter contained, the Lessor demises and leases unto the Lessee that portion of property outlined in Schedule "A" attached hereto excluding any public streets, public rights of way or easements and excluding any existing power, telecommunications and water services which may be installed upon or under or over the lands outlined in Schedule "A" attached hereto (the "leased premises" or "Premises");

TO HAVE AND TO HOLD for and during the term of ~~three (3)~~ five (5) years commencing on the 27<sup>th</sup> day of March, 2021, and ending on the 26<sup>th</sup> day of March, 2024 ~~6~~, whereupon the lease shall be fully ended and complete.

There shall be no right of renewal. Provided that if the Town is not ready to develop the property after the expiration of the 3 year term of this lease, then the parties may mutually agree in writing to renew this lease for a 1-year renewal term on the same terms and conditions as provided herein.

**Provided that notwithstanding the foregoing**, the Lessor may, at any time after March 26, 2023 ~~during the term~~, terminate the lease upon giving the Lessee six (6) months' written notice.

YIELDING AND PAYING THEREFOR yearly during the said term unto the Lessor and sum of One Dollar (\$1.00) of lawful money of Canada, per annum, payable in advance.

## **COVENANTS OF THE LESSEE**

The Lessee agrees:

**1. Covenant to Pay Rent**

That the Lessee will during the term of this Lease pay to the Lessor in the manner specified in this Lease without any deduction whatsoever, the rental hereby reserved, and that the Lessee will observe and perform all of the terms and provisions of this Lease on its part to be observed and performed; and that it will not do or permit to be done anything contrary to any provisions of this Lease.

**2. Taxes**

That the Lessee will pay as and when they fall due all taxes or rates charged, assessed or levied in respect of its business or other activity carried on, upon or in connection with the leased premises, and taxes personal to the Lessee on or in respect of its business, income or property and taxes which may be levied to the Lessee's fixtures and equipment, including HST, on the rent and additional rent herein, or any like or similar tax, and to indemnify and reimburse the Lessor on demand for any such taxes which may be assessed to or payable by or paid by the Lessor.

**3. Additional Payments charged as Rent**

That when and so often as the Lessee neglects or omits to pay any of the sums payable under this Lease within a reasonable time after receipt of an invoice therefor from the Lessor setting forth the particulars of the amount owing (other than rent), the Lessor may pay them and thereupon charge them to the Lessee as additional rent, and the Lessee hereby covenants to pay any such sum or sums forthwith and hereby agrees that the Lessor shall have the same remedies and may take the same steps for the recovery of the said sums as the Lessor might take for the recovery of rent in arrears under the term of this Lease, together with interest as may be determined by the Lessor at that time.

It is further agreed that if the Lessee fails to pay to the Lessor when the same is due and payable, any rent or additional rent, or any other amount due hereunder, such amount or amounts shall bear interest at the rate charged by the Lessor on overdue rates and assessments, until paid in full.

**4. Assignment and Sub-Lease**

That the Lessee will not assign or pledge this Lease or sublet or part with possession of the leased premises or any part thereof without the Lessor's prior written approval, which approval may be arbitrarily withheld.

**5. Sightly Premises**

That the Lessee will maintain in a safe and sightly condition any buildings or structures now or hereafter erected on the leased premises, and maintain the grounds of the leased premises in a safe, clean, tidy and sightly condition in all aspects and shall comply with all applicable Building, Fire, Electrical, Plumbing, etc. , Codes, legislation, regulations, and by laws.

That, except as may be expressly provided for hereunder, the Lessee will not make any improvements, renovations or installations including the construction of new buildings on the leased premises without first obtaining the approval in writing of the Lessor and providing the Lessor with a copy of any proposed plans of any buildings for the Lessor's approval.

The Lessee shall maintain a vegetation buffer to the satisfaction of the Town Engineer to screen a portion of the campground area depicted in Schedule "A" from Harbour View Haven Home for Special Care.

#### 6. Nuisance

Neither the Lessee, nor any one for whom it is responsible, shall do nor suffer any waste, damage, disfiguration or injury to the Premises, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at, or on the Premises.

#### 7. Purposes

That the Lessee will use the leased premises for a community campground ground and tourist bureau including related office and meeting facilities and for rental meeting space and for no other purpose, without the prior written consent of the Lessor, which may be refused if the Lessor reasonably determines that the proposed use is contrary to the Lessor's best interests or contrary to statute, or is a proposed use which adversely affects the reputation of the Lessor. **Provided that notwithstanding the foregoing, for the period May 1, 2021 – September 30, 2021, the Lessee may rent out the campground for Netflix's "The Sinner" series as a base camp, including without limiting the foregoing, production vehicles, catering trucks and RV's.**

#### 8. Environmental Obligations

(A) Without limiting the generality of the obligations of the Lessor as set out elsewhere in this Lease, the Lessor and Lessee agree that the Lessee is subject to the obligations of the Lessee set out in this Section (the "Environmental Obligations").

In this section:

- (i) "Hazardous Substance" means any product of waste, contaminant,
- (ii) pollutant, dangerous substance, potentially dangerous substance, noxious substance,
- (iii) toxic substance, hazardous waste, flammable, explosive, radioactive material, chlorofluorocarbons (CFC's), radon gas, urea formaldehyde foam insulation, asbestos, PCBs, gasoline, fuel oil, and any other substances or materials, and includes any Container (as hereinafter defined), declared or defined, at any time and from time to time, to be or to potentially be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial, municipal or quasi-governmental law, statute, regulation, order, bylaw or requirement in force from time to time (collectively, in this Section, "Legislation") including,

without limitation, environmental, land use, building, occupational, or health and safety Legislation, Legislation in respect to demolition of buildings, excavation of soil, building materials and component fixtures and fittings, and storage and disposal of waste or effluent, and Legislation with respect to the maintenance, conversion and replacement of Containers; and

- (iv) "Container" means any equipment, plant, pump, tank, container, receptacle, and any manner, method or procedure, which generates, manufactures, refines, treats, transports, stores, contains, uses, handles, disposes of, transfers, produces or processes Hazardous Substances; and
- (v) "Remove" means to remove any Hazardous Substance from all or part of the Premises, and includes, without limitation, the removal, cleanup, treatment, transportation, storing, containment, handling, disposal, transfer and/or processing thereof, and "Removed" and "Removals" have similar meanings.
- (vi) (a) The Lessee shall not use or permit or suffer the use, directly or indirectly, of all or part of the Premises for any acts or omissions ("Activities") that are not in compliance with all Legislation and permits granted thereunder. It shall be the responsibility of the Lessee to obtain all permits necessary for the use of any Hazardous Substances on the Premises.

- (B) The Lessee shall not cause or allow any hazardous or toxic waste or substances to be used, generated, stored or disposed of on, under or about, or transported to or from, the premises. The Lessee covenants and agrees that it shall, at its sole cost and expense, observe and otherwise comply with all environmental laws, including those of any federal, provincial and municipal government or other body relating to pollution or the protection of human health or the environment dealing with filings, registrations, emissions, discharges, releases or threatened releases of hazardous substances or materials containing hazardous substances, and hazardous substances shall include, but not be restricted to, any substance capable of posing a risk or damage to health, safety, property or the environment, and any substance from material now or hereafter declared, defined, or deemed to be regulated or controlled under any environmental law. In the event that the Lessor determines that the Lessee is in breach of its obligations in this article, the Lessor may without limiting any other rights or remedies, provide the Lessee with notice of breach and the Lessee shall commence to rectify such breach at the Lessee's sole cost and expense, and shall complete such rectification as soon as reasonably possible. If the Lessee creates or brings to the premises any hazardous substance, it shall be and remain the sole and exclusive property of the Lessee and shall not become the property of the Lessor, notwithstanding a degree of affixation to the premises; and notwithstanding the expiry of the lease, the Lessee agrees to indemnify and save harmless the Lessor, its successors and assigns from and against any and all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, costs and expenses (including without limitation reasonable costs of professional advisors, consultants and experts and costs of remediation and clean-up) arising in any manner whatsoever out of any breach by the Lessee of this article, or any non-compliance by the Lessee of any environmental laws. This obligation shall survive the expiration or earlier termination of this lease.

PROVIDED nevertheless that it is understood that the Lessee will be using certain substances which are ordinarily used in an office environment including without limiting the foregoing photocopy toner, and some cleaning products in common use in their work place - The Lessee will store, keep and use any such substances in strict compliance with all environmental laws and occupational health and safety laws and shall otherwise be bound by this Article or clause 8 with respect to such substances.

(C) Indemnity

In consideration of the sum of \$5.00 paid by the Lessor to the Lessee, receipt whereof is hereby conclusively acknowledged.

(i) The Lessee hereby releases and agrees to indemnify, defend and hold harmless the Lessor, its agents, officers, directors, Mayor, Councillors, contractors, employees, successors and assigns, to the fullest extent permitted by law, from and against any and all claims, causes of action, or demands, in law or in equity, including but not limited to, all lien claims, administrative claims, claims for injunctive relief, claims of property damage, natural resources damages, nuisance claims, bodily injury claims, emotional distress claims, punitive damages, environmental response and cleanup costs, fines, penalties and expenses (including without limitation, counsel fees, consultant fees and expert fees, costs and expenses incurred in investigating and defending against the assertion of such liabilities), which may be sustained, suffered or incurred by the Lessor, its agents, officers, directors, Mayor, Councillors, contractors, employees, successors and assigns and that arise out of or relate in any way to the Property, (and by whomsoever made, including without limiting the foregoing, by employees, licensees, or invitees of the Lessee) including, without limitation:

- (a) any breach of Environmental Obligations;
- (b) the release of any hazardous substances or contaminants or the presence of any hazardous substances or contaminants affecting the Property, including any loss of value of the Property to the Lessee (or affecting the health of any employee, licensee, or invitee or any other person) as a result of any of the foregoing;
- (c) any costs or removal or remedial action incurred by any authority having jurisdiction;
- (d) any matter relating to the air quality of the Property; or
- (e) any other environmental matter affecting the leased premises or the Property or the Lessee (or affecting the health of any employee, or licensee or invitee or any other person) within the jurisdiction of any lawful authority whether federal, provincial, municipal or otherwise.

(ii) The foregoing indemnity shall survive the termination of the Lease.

(D) Allocation of Liability

- (i) Except as otherwise provided herein, the Lessee shall be solely liable and shall indemnify, defend and hold harmless the Lessor from all obligations, claims and liabilities, whether asserted or unasserted, known or unknown, which in any manner result from or apply or relate to the Premises and all present and past uses thereof and operations and activities thereon of any person or entity, including the Lessor.
- (ii) In particular, but not by way of limitation, the Lessee shall be solely liable and assume full responsibility for all obligations relative to environmental sampling, monitoring, reclamation, remedial activities, stabilization and maintenance of the Premises as now or hereafter required by all federal, provincial or local regulatory agencies or authorities, and shall comply with all terms, conditions and requirements of any and all governmental permits, licenses, consents, approvals and authorizations transferred to the Lessee from Lessor or hereafter granted to the Lessee with regard to the Premises.

(E) The provisions set out in this Clause 8 shall survive the expiration or earlier termination of the Term of this Lease.

9. Recycling

The Lessee covenants and agrees, at its sole cost and expense, to comply with all present and future laws, by-laws, orders, and regulations of all provincial, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. Lessee shall sort and separate such waste products, garbage, refuse, and trash into such categories as provided by law. Each separately sorted category of waste products, garbage, refuse, and trash shall be placed in separate receptacles reasonably approved by the Lessor. Such separate receptacles may, at the Lessor's option, be removed from the Premises in accordance with a collection schedule prescribed by law. Also, at the Lessor's option, the Lessor may sort and separate all waste products, garbage, refuse and trash and charge the Lessee all costs involved in such recycling.

10. Lessee Responsibility

Notwithstanding any requirement for insurance in this Lease:

The Lessee shall be legally responsible for the actions and omissions of all persons using the Premises and the buildings thereon through or under the Lessee [including, without limiting the foregoing, employees, guests, invitees] with the intent that an act or omission of any of them shall be, by virtue of this clause, treated as if it were the act or omission of the Lessee.

This clause shall be in addition to, and not in substitution for, any remedies the Lessor may have against the other persons referred to herein.

## 11. Indemnity

Unless solely due to the direct fault of the Lessor, the Lessee shall indemnify the Lessor and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property: (a) arising out of any occurrence in or about the Premises; (b) occasioned or caused wholly or in part by any act or omission of the Lessee (or licensee, invitee, or guest) or anyone for whom it is in law responsible; or (c) arising from any breach by the Lessee of any provision of this Lease.

Furthermore, and in addition to the foregoing:

Unless solely due to the direct fault of the Lessor, the Lessee shall indemnify and save harmless the Lessor against any and all claims, actions, causes of action, damages, demands for damages, losses, costs (including party and party costs and solicitor and client costs) and other liabilities and expenses (including, without limitation, those in connection with bodily injury [including death], personal injury, illness or discomfort or damage to (or loss of) property and legal fees on a solicitor and client basis) due to or arising from or out of any occurrence in, on or at the Premises (or in any way related thereto, or the occupancy or use or presence by the Lessee (or any person permitted by the Lessee to be at the Premises) or related to or on the Premises, or occasioned wholly or in part by any act or omission of the Lessee or its officers, employees, agents, contractors, invitees, licensees or by any person permitted by the Lessee to be on the Premises (or occasioned or caused wholly or in part by any act or omission of the Lessee or anyone for whom in law it is responsible), or due to or arising out of any breach by the Lessee of this Lease.

And further without restricting the generality of the foregoing, the Lessee shall indemnify and save harmless the Lessor against all claims, actions, causes of actions, damages, demands for damages, losses, costs (including party and party costs and solicitor and client costs) and other liabilities and expenses [including, without limitation, those in connection with bodily injury (including death), personal injury, illness or discomfort or damage to property and legal fees on a solicitor and client basis] arising out of anything done or omitted by or anything done to or omitted to or suffered by or sustained by, any employee, Invitee or guest (as well as any person while at, or in, or going to or from the Premises and also anyone else for whom the Lessee is responsible.

## 12. Insurance

- a) General Liability Insurance - The Lessee will procure and maintain throughout the term of the Lease or any renewal thereof, commercial general liability insurance with insurance companies acceptable to the Lessor protecting the Lessor, and the Lessee against liability for bodily injury and death and for damage to and/or destruction or loss of property by reason of any occurrence or accident in, on or about the leased premises, with liability coverage in an amount not less than ~~Two~~ **Five** Million Dollars (\$~~2~~ **5**,000,000.00) (and such higher limit as the Lessor may reasonably require from time to time). The Lessor shall be added as an additional insured on the policy.
- b) Tenant's Liability Insurance - The Lessee will procure and maintain throughout the term of this Lease or any renewal thereof, tenant's liability insurance for the

replacement value of any buildings on the leased premises. The lessor shall be added as an additional insured on the policy.

- c) **Tenant's Property Insurance** - The Lessee will procure and maintain throughout the term of this Lease or any renewal thereof insurance on its property on the subject premises.
- d) **Subrogation** - The Lessee shall have no claim against the Lessor or the Lessor's insurance for any damage the Lessee may suffer, and the Lessee shall require the insurers under the insurance in subsections (a), (b) and (c) above to waive any rights of subrogation by the respective insurers against the Lessor, its officers, council members, directors, agents and employees. All such policies shall also contain a severability of interest clause, a cross-liability clause, and shall be primary and shall not call into contribution any other insurance available to the Lessor.
- e) **Evidence of Insurance** – The Lessee shall provide to the Lessor a Certificate of Insurance demonstrating that such insurance has been obtained and maintained, as herein provided and such insurances shall not be subject to cancellation except after at least thirty days prior written notice to the Lessor. All policies of the Lessee shall contain a term that the Lessor will be given 30 days' notice of intent to cancel. If the Lessee fails to comply with the requirements hereof to obtain or maintain insurance, the Lessor may, but is not required to, obtain such insurance and keep the same in effect and the Lessee shall pay to the Lessor the premium cost thereof as additional rent upon demand therefor. If the Lessor fails to obtain such insurance, the Lessee shall not have any claim or action against the Lessor for failing to obtain such insurance. Furthermore and notwithstanding the foregoing, if the Lessee fails to obtain such insurance after the expiration of ten days after notice of default by the Lessor in writing, then the Lease shall, at the option of the Lessor, forthwith be forfeited and determined.
- f) **Premiums and Notification** - The Lessor shall not be responsible for the payment of any premiums with respect to any such insurance and shall not be responsible for notifying the insurer of any occurrence of accident in or around the leased premises.

### 13. Services

All electricity, water and other utilities of any nature supplied to the leased premises shall be paid for by the Lessee, and in no event shall the Lessor be liable for damage(s) arising from the interruption or failure of such supply.

For greater certainty, the Lessor shall not be responsible to the Lessee for any loss or damage to property stored or located on the leased premises, whether the property of the Lessee or of others, including (but not limited to) damage from fire, flood, water, steam, smoke, chemical spills, freezing, frost or other hazard. All property stored on the leased premises shall in all respects be at the risk of the Lessee.

Without limiting the generality of the foregoing, the Lessee shall pay all heat, electricity and any other services supplied to the leased premises and be responsible for the

maintenance of the leased premises and buildings located thereon at the Lessee's expense.

## **COVENANTS OF THE LESSOR**

The Lessor agrees:

### **14. Quiet Enjoyment**

The Lessee shall have quiet enjoyment of the leased premises.

## **MUTUAL COVENANTS**

The parties hereto agree:

### **15. Defaults and Remedies**

If any of the following shall occur:

- (a) the Lessee fails to pay any Rent or other sums due hereunder when due, and if such Rent or other sums are not paid within five (5) days after notice is given by the Lessor of such non-payment;
- (b) the Lessee breaches any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Clause 15, after notice in writing from the Lessor:
  - (i) the Lessee fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or (ii) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Lessee fails to commence to remedy such breach within ten (10) days of such breach or thereafter fails to proceed diligently to remedy such breach;
- (c) should the Lessee abandon the Premises, or leave them vacant for more than seven (7) days, or makes a bulk sale of its goods or sells the business or operation conducted at the Premises, or moves, or commences, attempts or threatens to move any of its goods, chattels and equipment out of the Premises;
- (d) a writ of execution issues against the Lessee, or if the Term or any of the goods, chattels or equipment of the Lessee are taken in execution or attachment or seized by any creditor of the Lessee, whether secured or otherwise; or
- (e) the Lessee becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, or becomes involved in voluntary or involuntary winding up proceedings, or if a receiver is appointed by the court or by any creditor for the business, property, affairs or revenues of the Lessee,

then, and in every such case, the Lessor may, in addition to any other rights or remedies it may have under other provisions of this Lease or by law, at its option, exercise all or any of the following remedies:

- (f) the Lessor may perform any obligation which the Lessee should have performed or cause the same to be performed, and for such purpose may enter on the

- Premises and do such things thereon as the Lessor considers requisite without effecting a termination of this Lease;
- (g) the Lessor may enter the Premises and distrain on the goods and chattels of the Lessee, or may remove and sell the goods, chattels and equipment of the Lessee without any notice or form of legal process, any rule of law to the contrary notwithstanding, and the Lessor may seize and sell the goods and chattels and the equipment, whether they are within the Premises or at any place to which the Lessee or any other person may have removed them in the same manner as if they had remained and been distrained on in the Premises, and the Lessor may follow the goods and chattels for the maximum period permitted by law, and any sale by the Lessor may, in its sole discretion, be effected by public auction or private contract and either in bulk or by individual items, or partly by one means and partly by the other;
  - (h) the Lessor may remove the goods, chattels, equipment and fixtures of the Lessee from the Premises and store them in a public warehouse or elsewhere at the cost of and for the account of the Lessee;
  - (i) in order to relet, the Lessor may take possession of the Premises as agent of the Lessee and effect such alterations and repairs as it deems necessary or advisable for the purpose of such reletting, and it may relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and on such other terms and conditions as the Lessor, in its sole discretion, may deem advisable. Upon such reletting, all rentals received by the Lessor from such reletting shall be applied: first to the payment of the Lessor's costs and expenses of such reletting and costs of such alterations and repairs; second to the payment of any indebtedness other than Rent due from the Lessee to the Lessor; third to the payment of arrears of Rent; fourth to the payment of Rent as it falls due; and the residue, if any, shall be held by the Lessor without interest until the end of the Term and applied from time to time in payment of Rent as the same may become due and payable, and any residue remaining at the end of the Term shall be held for the Lessee. No such reletting nor the receipt of any such rentals from any new Lessee, nor the creation of the relation of Lessor and Lessee between the Lessor and any party to whom the Premises may have been relet, shall have the effect of exonerating the Lessee from its obligations to pay Rent hereunder as it falls due or of in any way terminating this Lease;
  - (j) the Lessor may terminate this Lease by commencing an action for possession or for termination of the Lease or by notice to the Lessee. Such termination may be effected either at or after the time of the breach or at any later time and notwithstanding that the Lessor may have exercised any of its other remedies, including that set out under Section 15(i). In the event that the Lessor or anyone claiming under it or to whom it has rented the Premises is in possession under the provisions of Section 15(i), the Lessor may at any time terminate this Lease by notice to the Lessee, and thereafter any then existing or later lease of the Premises shall be for the account of the Lessor notwithstanding that such Lease may originally have been entered into as agent for the Lessee. If the Lessor enters the Premises without notice to the Lessee as to whether it is terminating this Lease under Section 15(j) or proceeding under Section 15(i) or any other provision of this Lease, the Lessor shall be deemed to be proceeding under Section 15(i) and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Lessor notifies the Lessee that it has elected to terminate this Lease. No

- entry by the Lessor during the Term shall have the effect of terminating this Lease without notice to that effect to the Lessee;
- (k) at the option of the Lessor, the full amount of the current month's Rent and the next ensuing three (3) years Rent shall accelerate and shall immediately become due and payable. For the purpose of this Section 15(k), where any of the items of Rent are not known, definite or established at the time of the exercise of such option by the Lessor, the acceleration in respect of such items shall be equal to three (3) times the average yearly instalment during the full twelve (12) month period preceding such acceleration, or if there has not been a full twelve (12) month period, it shall be equal to 36 times the average monthly instalment since the beginning of the Term; and
- (l) on any termination for default, all Lessee's fixtures, Lessee's improvements or other installations by the Lessee in the Premises which in law are fixtures or a part of the realty or are attached, affixed to or incorporated into or with the immovable properties situated in or on the Premises, (including any buildings on the Premises, whether they are fixtures or not), and which are not the property of the Lessor, may be removed by the Lessee, but if they are not removed prior to surrender of possession of the premises, shall ~~shall, at the Lessor's option,~~ forthwith become the property of the Lessor, [and whether or not such fixtures are in the nature of Lessee's trade fixtures and whether or not they would be removable by the Lessee at the expiry of the Term if there had been no default] (and the Lessor shall not be obliged to pay the Lessee any compensation therefor).

## 16. Interest and Costs

Whenever the Lessor takes any proceedings, sends any notices, does any work, or otherwise incurs any expense or trouble or takes any action with respect to any default by the Lessee, and whether or not legal proceedings are commenced or considered in consequence of such default, and whether or not this Lease is terminated, the Lessor shall be entitled to be paid by the Lessee forthwith on demand, in addition to any other amounts which may be payable or owing hereunder, all of the following:

- (a) the cost of effecting any repairs or performing any obligation of the Lessee;
- (b) the Lessor's costs and expenses in preparing the Premises for reletting in such manner as, in its sole discretion, it deems necessary or advisable;
- (c) unless established by an independent third party to be an unreasonable claim on the part of the Lessor or unless agreed to otherwise by agreement between the parties, the Lessor's court costs, collection costs and legal fees on a solicitor and his own client basis;
- (d) interest on rent or any other amounts overdue under the terms of this Lease and on any moneys expended by the Lessor in consequence of any default by the Lessee at the rate per annum equal to the prime rate of interest charged by the Lessor's chartered bank plus two percent (2%);
- (e) a charge of fifty dollars (\$50) for each cheque of the Lessee which is returned to the Lessor because of insufficient funds in the Lessee's account; and
- (f) any other costs, charges or expenses which the Lessor incurs or to which it is put, and which would not have been necessary at the time at which they were incurred but for the default of the Lessee.

Without restricting the generality of the foregoing, and in addition to the foregoing:

The Lessee shall pay to the Lessor all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Lessor in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Lessee under this Lease, or in respect of which the Lessee has agreed to insure or to indemnify the Lessor.

#### 17. Remedies Cumulative

Notwithstanding any other provision of this Lease, the Lessor may, from time to time, resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Lessee, either by any provision of this Lease or by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Lessor by statute or common law.

#### 18. Expiration

On the expiration **or termination** of the Term, the Lessee shall surrender and yield up the Premises to the Lessor in as good condition as the Lessee is required to maintain the Premises throughout the Term and the Lessee shall deliver to the Lessor all keys to the Premises and the Building and the combination of all locks, safes and vaults, if any, in the Premises. **Provided that on the expiration or termination of the term, the Lessee shall not be required to remove its infrastructure (including any water lines, electrical conduits, or buildings).**

#### 19. Removal at End of Term

~~Subject to any alterations or leasehold improvements made to the Premises that have been approved by the Lessor prior to or during the Term of the Lease,~~ The Lessee shall on any surrender of possession of the Premises **be entitled to** remove such of its fixtures, buildings, leasehold improvements and equipment which are incorporated into, affixed or attached with permanency to and which have become a part of the realty or immovable property **as the Lessor may require**. In effecting such removal the Lessee shall do no damage to the Premises. Any of the foregoing fixtures, leasehold improvements and equipment which are not **required to be** removed by the **Lessee** ~~Lessor~~ shall on surrender of possession **of the Premises** by the Lessee become the sole and exclusive property of the Lessor without payment to the Lessee. ~~Notwithstanding the foregoing, where required by the Lessor, the Lessee shall return the Premises to the condition in which it existed at the beginning of its initial occupation of the Premises.~~ Subject to the foregoing, when not in default at the expiration **of** its initial occupation of the premises, the Lessee may remove its furniture and trade fixtures other than those referred to in this Section.

#### 20. Surviving Obligations

On any termination of this Lease, the Lessee's right of possession shall cease and terminate, but the obligations of the parties with respect to payment of Rent, covenants not performed at the date of such termination, indemnification, or any other obligations which, by their nature or by reason of the circumstances at the time of such termination,

are not completely performed prior to such termination, shall remain in full force and effect until satisfied. It is agreed, however, that in no event shall the Lessee have any interest in or right to possession of the Premises after the termination of this Lease.

#### 21. Force Majeure

Notwithstanding anything herein contained, neither the Lessor nor the Lessee shall be in default with respect to the performance of any of the terms of this Lease if any non-performance is due to any strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the control of the party relying on this Section (other than lack of or inability to obtain financial resources by such party). Otherwise, time shall be of the essence of this Lease and all the obligations contained herein. The provisions of this Clause 21 shall not under any circumstances operate to excuse the Lessee from prompt payment of Rent and/or any other charges payable under this Lease.

#### 22. Entire Agreement

This Lease contains the entire agreement between the parties and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth herein. Notwithstanding the terms thereof, this Lease fully replaces and supersedes any offer, agreement, letter, letter of intent or other contractual arrangement between the parties related to the Premises or the buildings in existence at the time of execution of this Lease. Any prior lease between the parties is hereby terminated.

#### 23. Severability

If any term, article, section, subsection, paragraph, clause or subclause or any of the words contained in this Lease shall be held wholly or partially invalid or unenforceable by any court of competent jurisdiction, the Lessor and Lessee agree that the remainder of this Lease shall not be affected by such judicial holding, but shall remain in full force and effect.

#### 24. No Joint Venture

Nothing herein contained shall be deemed or construed by the parties hereto or any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that the parties hereto stand in the relationship of Lessor and Lessee only.

#### 25. Overholding

Should the Lessee over hold the subject premises beyond the term hereby granted, or any extension thereof, the tenancy thereby created shall be a tenancy from month to month, subject to the right of either party hereto to terminate the same at any time by giving to the other party not less than 14 days' notice in writing prior to expiry of an overholding term of the intention to terminate. Except as aforesaid, all other the terms and conditions of this Lease effective just prior to such overholding shall be applicable to such tenancy.

## 26. Notices

All notices under this Lease shall be in writing. Any notices to the Lessee shall be sufficiently served if mailed prepaid addressed to the Lessee as follows:

Lunenburg Board of Trade Society c/o PO Box 1300 Lunenburg, Nova Scotia B0J 2C0

Any notice to the Lessor shall be sufficiently served if mailed prepaid addressed to the Lessor as follows:

Town of Lunenburg  
(Attention: Town CAO) PO Box 129  
Lunenburg, Nova Scotia B0J 2C0

The Lessor and Lessee agree that any notice to be given or payment being made hereunder may be given or made by personal service or courier delivery.

## 27. Binding Effect

This agreement shall enure to the benefit and be binding upon the parties hereto, their successors [and assigns of the Lessor and permitted assigns of the Lessee].

## 28. Gender

In this lease, words in the singular including the plural and vice-versa, and words in the neuter gender include the masculine and feminine genders and vice-versa, with the intent that this lease shall be read with all changes of number or gender required of the context.

## 29. Access by Lessor to Repair

The Lessor and all persons authorized by it shall have the right to erect, use and maintain wiring, mains, pipes, conduits ducts and other means of distributing services in and through the Premises; and the Lessor and all persons authorized by it shall have the right from time to time and at all reasonable times to enter upon the Premises for the purpose of access thereto for such installation, maintenance and repair; and such entry shall be deemed not to be an interference with the Lessee's possession under this Lease.

## 30. Abandonment

If the Lessee shall not be using the premises for the purposes of this Lease, then the Lessor shall be entitled to terminate this Lease upon 30 days prior written notice to the Lessee.

## 31. Enforcement by Lessor

The failure by the Lessor to enforce any term, covenant or obligation of the Lessee contained herein shall not be deemed to be a waiver of such term, covenant or obligation, or permission for any subsequent breach of the same, and the Lessor may at any time enforce such term, covenant or obligation. The waiver by the Lessor of any

breach of any term, covenant or obligation hereof shall not be deemed to be a waiver of such term, covenant or obligation with respect to any subsequent breach. No term, covenant or obligation of the Lessee contained in this Lease may be waived by the Lessor, unless such waiver is in writing executed by the Lessor. The acceptance of Rent by the Lessor subsequent to any such breach shall not be deemed to be a waiver of such breach, whether or not the Lessor had knowledge of the breach at the time of acceptance of the Rent.

### 32. Validity

If a term, covenant or condition of this Lease, or the application thereof to any person or circumstances is held to any extent invalid or unenforceable, the remainder of this Lease or the application of the term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected.

### 33. Additional Provisions regarding Termination

The Lessee shall comply with the provisions of the applicable Building, Fire, Electrical, and Plumbing, Codes, legislation, regulations, and by laws and use only good workmanship and materials in the maintenance and construction of any new buildings or structures being constructed on the leased premises and shall proceed diligently to completion of the said construction within a reasonable amount of time after receiving the Lessor's approval of the plans and specifications as hereinbefore provided.

The Lessor may terminate the within Lease upon written notice to the Lessee by providing 60 days written notice of intent to terminate the Lease unless the Lessee cures any failure to comply with the terms of this paragraph and the remaining provisions of the within Lease or if the Lessee should:

- (a) fail to construct any building or structure in all respects in accordance with the plans and specifications approved by the Lessor;
- (b) fail to obtain any required Building, Electrical, Development, Occupancy, etc., Permits or fail to comply with any applicable municipal by-laws and legal requirements pertaining to the construction of the work;
- (c) fail to complete the construction work in a good and workmanlike manner;
- (d) allow a Mechanics Lien to be filed against the leased premises which the Lessee shall fail to remove within a period of 30 days after filing;
- (e) fail to have adequate fire and liability insurance in place during the construction process which fire and liability insurance shall protect the Lessor as an additional named insured.

34. Recording Lease

The Parties agree that this Lease may be recorded at the appropriate Registry of Deeds office at the Lessee's expense.

IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered the Lease, as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

SIGNED, SEALED AND DELIVERED

-in the presence of-

LESSEE

**LUNENBURG BOARD OF TRADE SOCIETY**

[affix Seal]

Per: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
witness

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Society

LESSOR

**TOWN OF LUNENBURG**

[affix Municipal Seal]

Per: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
witness

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Town

**AFFIDAVIT OF EXECUTION**

**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG**

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing Lease, who having been by me duly sworn, made oath and said that Lunenburg Board of Trade Society, one of the parties thereto, duly executed the said Lease by affixing its corporate seal thereto, identified by the hands of its proper officer(s) in that behalf in my presence.

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

**CERTIFICATE OF EXECUTION**

**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG**

I CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Lunenburg Board of Trade Society, one of the parties mentioned in the foregoing and annexed Lease, signed and executed the said Lease in my presence by affixing its corporate seal thereto, identified by the hands of its proper officer(s) in that behalf, and I have signed as a witness to such execution.

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

**AFFIDAVIT OF EXECUTION**

**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG**

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing Lease, who having been by me duly sworn, made oath and said that the TOWN OF LUNENBURG, one of the parties thereto, duly executed the said Lease by affixing its municipal seal thereto, identified by the hands of its proper officer(s) in that behalf in h\_\_\_\_\_ presence.

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

**CERTIFICATE OF EXECUTION**

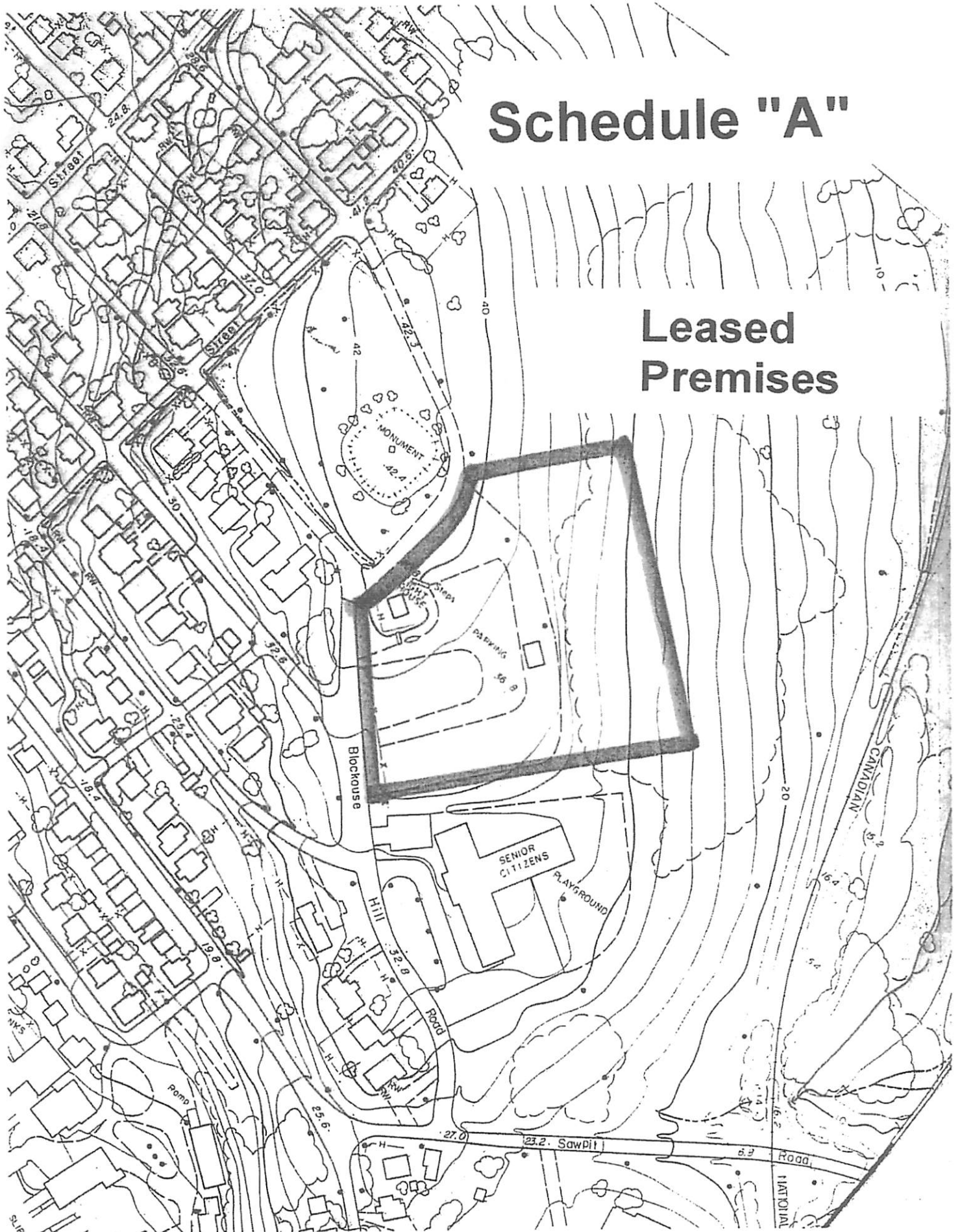
**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG**

I CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, TOWN OF LUNENBURG, two of the parties mentioned in the foregoing and annexed Lease, executed the said Lease in my presence by affixing its municipal seal thereto, identified by its proper officers, in my presence and I have signed as a witness to such execution.

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

# Schedule "A"

## Leased Premises





**Burke,  
Macdonald  
& Luczak**  
Barristers & Solicitors

Patrick A. Burke, QC  
David K. Macdonald, BSc, LLB( Retired)  
Piotr Luczak, BA, LLB  
Lisa Avramenko, BA LLB

April 7, 2021

Bea Renton  
CAO  
Town of Lunenburg

Via Email

Dear Bea:

**Re: Lunenburg Board of Trade Society Lease**

Further to our teleconference of yesterday, I am enclosing herewith the Motion and Lease for consideration of Council in open session. [This is the same draft I sent you earlier today].

The insurance clause has not been amended because it did not differentiate between per occurrence or aggregate. As indicated to you, the Board of Trade coverage is currently \$5,000,000.00 General Aggregate (e.g. total claims in the policy year).

If Council wishes, it can be recommended to the Society to have it converted to say "per occurrence", (although the Town will presumably not require this as a term of the lease).

Yours very truly,

**BURKE, MACDONALD & LUCZAK**

Patrick A. Burke, Q.C. -  
PAB/js  
Encl.

Z:\PAB - WIP\1 - OPEN\4 - Town Files\Town - Lunenburg Board of Trade Society Lease\Letters\Letter to Bea April 7, 2021.docx

**Motion for Council  
Town of Lunenburg  
April 13, 2021  
Lunenburg Board of Trade Society Lease**

**Motion moved by \_\_\_\_\_ and seconded by \_\_\_\_\_:**

**As a municipality may lease property at a price less than market value to a non-profit organization that the Council considers to be carrying on an activity that is beneficial to the municipality:**

- 1. The Town considers the Lunenburg Board of Trade Society to be a non-profit organization that is carrying on activities that are beneficial to the Town (including a Visitor Information Center and Campground); and**
- 2. The Town shall enter into a lease in the form attached hereto as Schedule LBOT and the Mayor and Manager/Clerk are authorized to execute the lease on behalf of the Town and affix the municipal seal thereto.**

**\*Note: This resolution must be passed by a 2/3 majority of the Council present and voting (S. 51(1) Municipal Government Act)**

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THIS LEASE made as of the 27<sup>th</sup> day of March, 2021.

BETWEEN:

**TOWN OF LUNENBURG**, a municipal body corporate;

(hereinafter called the "LESSOR")

OF THE FIRST PART

- and -

**LUNENBURG BOARD OF TRADE SOCIETY**, a body corporate under the laws of the Province of Nova Scotia;

(hereinafter called the "LESSEE")

OF THE SECOND PART

WHEREAS the Lunenburg Board of Trade operates a community tourist bureau and campground on lands of the Lessor at Blockhouse Hill, Lunenburg, Nova Scotia using the building on the land as its office and meeting room and as meeting rental space.

AND WHEREAS the parties hereto wish to enter into the within Lease;

AND WHEREAS the buildings on the property are owned by the Lessee;

NOW THEREFORE this agreement witnesseth that in consideration of the rents, covenants and agreements hereinafter contained, the Lessor demises and leases unto the Lessee that portion of property outlined in Schedule "A" attached hereto excluding any public streets, public rights of way or easements and excluding any existing power, telecommunications and water services which may be installed upon or under or over the lands outlined in Schedule "A" attached hereto (the "leased premises" or "Premises");

TO HAVE AND TO HOLD for and during the term of three (3) years commencing on the 27<sup>th</sup> day of March, 2021, and ending on the 26<sup>th</sup> day of March, 2024, whereupon the lease shall be fully ended and complete.

There shall be no right of renewal. Provided that if the Town is not ready to develop the property after the expiration of the 3 year term of this lease, then the parties may mutually agree in writing to renew this lease for a 1-year renewal term on the same terms and conditions as provided herein.

**Provided that notwithstanding the foregoing**, the Lessor may, at any time after March 26, 2023, terminate the lease upon giving the Lessee six (6) months' written notice.

YIELDING AND PAYING THEREFOR yearly during the said term unto the Lessor and sum of One Dollar (\$1.00) of lawful money of Canada, per annum, payable in advance.

## **COVENANTS OF THE LESSEE**

The Lessee agrees:

### **1. Covenant to Pay Rent**

That the Lessee will during the term of this Lease pay to the Lessor in the manner specified in this Lease without any deduction whatsoever, the rental hereby reserved, and that the Lessee will observe and perform all of the terms and provisions of this Lease on its part to be observed and performed; and that it will not do or permit to be done anything contrary to any provisions of this Lease.

### **2. Taxes**

That the Lessee will pay as and when they fall due all taxes or rates charged, assessed or levied in respect of its business or other activity carried on, upon or in connection with the leased premises, and taxes personal to the Lessee on or in respect of its business, income or property and taxes which may be levied to the Lessee's fixtures and equipment, including HST, on the rent and additional rent herein, or any like or similar tax, and to indemnify and reimburse the Lessor on demand for any such taxes which may be assessed to or payable by or paid by the Lessor.

### **3. Additional Payments charged as Rent**

That when and so often as the Lessee neglects or omits to pay any of the sums payable under this Lease within a reasonable time after receipt of an invoice therefor from the Lessor setting forth the particulars of the amount owing (other than rent), the Lessor may pay them and thereupon charge them to the Lessee as additional rent, and the Lessee hereby covenants to pay any such sum or sums forthwith and hereby agrees that the Lessor shall have the same remedies and may take the same steps for the recovery of the said sums as the Lessor might take for the recovery of rent in arrears under the term of this Lease, together with interest as may be determined by the Lessor at that time.

It is further agreed that if the Lessee fails to pay to the Lessor when the same is due and payable, any rent or additional rent, or any other amount due hereunder, such amount or amounts shall bear interest at the rate charged by the Lessor on overdue rates and assessments, until paid in full.

### **4. Assignment and Sub-Lease**

That the Lessee will not assign or pledge this Lease or sublet or part with possession of the leased premises or any part thereof without the Lessor's prior written approval, which approval may be arbitrarily withheld.

### **5. Sightly Premises**

That the Lessee will maintain in a safe and sightly condition any buildings or structures now or hereafter erected on the leased premises, and maintain the grounds of the leased premises in a safe, clean, tidy and sightly condition in all aspects and shall comply with all applicable Building, Fire, Electrical, Plumbing, etc. , Codes, legislation, regulations, and by laws.

That, except as may be expressly provided for hereunder, the Lessee will not make any improvements, renovations or installations including the construction of new buildings on the leased premises without first obtaining the approval in writing of the Lessor and providing the Lessor with a copy of any proposed plans of any buildings for the Lessor's approval.

The Lessee shall maintain a vegetation buffer to the satisfaction of the Town Engineer to screen a portion of the campground area depicted in Schedule "A" from Harbour View Haven Home for Special Care.

**6. Nuisance**

Neither the Lessee, nor any one for whom it is responsible, shall do nor suffer any waste, damage, disfiguration or injury to the Premises, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at, or on the Premises.

**7. Purposes**

That the Lessee will use the leased premises for a community campground ground and tourist bureau including related office and meeting facilities and for rental meeting space and for no other purpose, without the prior written consent of the Lessor, which may be refused if the Lessor reasonably determines that the proposed use is contrary to the Lessor's best interests or contrary to statute, or is a proposed use which adversely affects the reputation of the Lessor. Provided that notwithstanding the foregoing, for the period May 1, 2021 – September 30, 2021, the Lessee may rent out the campground for Netflix's "The Sinner" series as a base camp, including without limiting the foregoing, production vehicles, catering trucks and RV's.

**8. Environmental Obligations**

(A) Without limiting the generality of the obligations of the Lessor as set out elsewhere in this Lease, the Lessor and Lessee agree that the Lessee is subject to the obligations of the Lessee set out in this Section (the "Environmental Obligations").

In this section:

- (i) "Hazardous Substance" means any product of waste, contaminant,
- (ii) pollutant, dangerous substance, potentially dangerous substance, noxious substance,
- (iii) toxic substance, hazardous waste, flammable, explosive, radioactive material, chlorofluorocarbons (CFC's), radon gas, urea formaldehyde foam insulation, asbestos, PCBs, gasoline, fuel oil, and any other substances or materials, and includes any Container (as hereinafter defined), declared or defined, at any time and from time to time, to be or to potentially be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial, municipal or quasi-governmental law, statute, regulation, order, bylaw or requirement in force from time to time (collectively, in this Section, "Legislation") including,

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without limitation, environmental, land use, building, occupational, or health and safety Legislation, Legislation in respect to demolition of buildings, excavation of soil, building materials and component fixtures and fittings, and storage and disposal of waste or effluent, and Legislation with respect to the maintenance, conversion and replacement of Containers; and

- (iv) "Container" means any equipment, plant, pump, tank, container,
- (v) receptacle, and any manner, method or procedure, which generates, manufactures, refines, treats, transports, stores, contains, uses, handles, disposes of, transfers, produces or processes Hazardous Substances; and
- (vi) "Remove" means to remove any Hazardous Substance from all or part of the Premises, and includes, without limitation, the removal, cleanup, treatment, transportation, storing, containment, handling, disposal, transfer and/or processing thereof, and "Removed" and "Removals" have similar meanings.
  - (a) The Lessee shall not use or permit or suffer the use, directly or indirectly, of all or part of the Premises for any acts or omissions ("Activities") that are not in compliance with all Legislation and permits granted thereunder. It shall be the responsibility of the Lessee to obtain all permits necessary for the use of any Hazardous Substances on the Premises.

- (B) The Lessee shall not cause or allow any hazardous or toxic waste or substances to be used, generated, stored or disposed of on, under or about, or transported to or from, the premises. The Lessee covenants and agrees that it shall, at its sole cost and expense, observe and otherwise comply with all environmental laws, including those of any federal, provincial and municipal government or other body relating to pollution or the protection of human health or the environment dealing with filings, registrations, emissions, discharges, releases or threatened releases of hazardous substances or materials containing hazardous substances, and hazardous substances shall include, but not be restricted to, any substance capable of posing a risk or damage to health, safety, property or the environment, and any substance from material now or hereafter declared, defined, or deemed to be regulated or controlled under any environmental law. In the event that the Lessor determines that the Lessee is in breach of its obligations in this article, the Lessor may without limiting any other rights or remedies, provide the Lessee with notice of breach and the Lessee shall commence to rectify such breach at the Lessee's sole cost and expense, and shall complete such rectification as soon as reasonably possible. If the Lessee creates or brings to the premises any hazardous substance, it shall be and remain the sole and exclusive property of the Lessee and shall not become the property of the Lessor, notwithstanding a degree of affixation to the premises; and notwithstanding the expiry of the lease, the Lessee agrees to indemnify and save harmless the Lessor, its successors and assigns from and against any and all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, costs and expenses (including without limitation reasonable costs of professional advisors, consultants and experts and costs of remediation and clean-up) arising in any manner whatsoever out of any breach by the Lessee of this article, or any non-compliance by the Lessee of any environmental laws. This obligation shall survive the expiration or earlier termination of this lease.

**PROVIDED** nevertheless that it is understood that the Lessee will be using certain substances which are ordinarily used in an office environment including without limiting the foregoing photocopy toner, and some cleaning products in common use in their work place - The Lessee will store, keep and use any such substances in strict compliance with all environmental laws and occupational health and safety laws and shall otherwise be bound by this Article or clause 8 with respect to such substances.

**(C) Indemnity**

In consideration of the sum of \$5.00 paid by the Lessor to the Lessee, receipt whereof is hereby conclusively acknowledged.

**(i) The Lessee hereby releases and agrees to indemnify, defend and hold harmless the Lessor, its agents, officers, directors, Mayor, Councillors, contractors, employees, successors and assigns, to the fullest extent permitted by law, from and against any and all claims, causes of action, or demands, in law or in equity, including but not limited to, all lien claims, administrative claims, claims for injunctive relief, claims of property damage, natural resources damages, nuisance claims, bodily injury claims, emotional distress claims, punitive damages, environmental response and cleanup costs, fines, penalties and expenses (including without limitation, counsel fees, consultant fees and expert fees, costs and expenses incurred in investigating and defending against the assertion of such liabilities), which may be sustained, suffered or incurred by the Lessor, its agents, officers, directors, Mayor, Councillors, contractors, employees, successors and assigns and that arise out of or relate in any way to the Property, (and by whomsoever made, including without limiting the foregoing, by employees, licensees, or invitees of the Lessee) including, without limitation:**

- (a) any breach of Environmental Obligations;**
- (b) the release of any hazardous substances or contaminants or the presence of any hazardous substances or contaminants affecting the Property, including any loss of value of the Property to the Lessee (or affecting the health of any employee, licensee, or invitee or any other person) as a result of any of the foregoing;**
- (c) any costs or removal or remedial action incurred by any authority having jurisdiction;**
- (d) any matter relating to the air quality of the Property; or**
- (e) any other environmental matter affecting the leased premises or the Property or the Lessee (or affecting the health of any employee, or licensee or invitee or any other person) within the jurisdiction of any lawful authority whether federal, provincial, municipal or otherwise.**

**(ii) The foregoing indemnity shall survive the termination of the Lease.**

**(D) Allocation of Liability**

- (i) Except as otherwise provided herein, the Lessee shall be solely liable and shall indemnify, defend and hold harmless the Lessor from all obligations, claims and liabilities, whether asserted or unasserted, known or unknown, which in any manner result from or apply or relate to the Premises and all present and past uses thereof and operations and activities thereon of any person or entity, including the Lessor.**
- (ii) In particular, but not by way of limitation, the Lessee shall be solely liable and assume full responsibility for all obligations relative to environmental sampling, monitoring, reclamation, remedial activities, stabilization and maintenance of the Premises as now or hereafter required by all federal, provincial or local regulatory agencies or authorities, and shall comply with all terms, conditions and requirements of any and all governmental permits, licenses, consents, approvals and authorizations transferred to the Lessee from Lessor or hereafter granted to the Lessee with regard to the Premises.**

**(E) The provisions set out in this Clause 8 shall survive the expiration or earlier termination of the Term of this Lease.**

**9. Recycling**

**The Lessee covenants and agrees, at its sole cost and expense, to comply with all present and future laws, by-laws, orders, and regulations of all provincial, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. Lessee shall sort and separate such waste products, garbage, refuse, and trash into such categories as provided by law. Each separately sorted category of waste products, garbage, refuse, and trash shall be placed in separate receptacles reasonably approved by the Lessor. Such separate receptacles may, at the Lessor's option, be removed from the Premises in accordance with a collection schedule prescribed by law. Also, at the Lessor's option, the Lessor may sort and separate all waste products, garbage, refuse and trash and charge the Lessee all costs involved in such recycling.**

**10. Lessee Responsibility**

**Notwithstanding any requirement for insurance in this Lease:**

**The Lessee shall be legally responsible for the actions and omissions of all persons using the Premises and the buildings thereon through or under the Lessee [including, without limiting the foregoing, employees, guests, invitees] with the intent that an act or omission of any of them shall be, by virtue of this clause, treated as if it were the act or omission of the Lessee.**

**This clause shall be in addition to, and not in substitution for, any remedies the Lessor may have against the other persons referred to herein.**

## 11. Indemnity

Unless solely due to the direct fault of the Lessor, the Lessee shall indemnify the Lessor and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property: (a) arising out of any occurrence in or about the Premises; (b) occasioned or caused wholly or in part by any act or omission of the Lessee (or licensee, invitee, or guest) or anyone for whom it is in law responsible; or (c) arising from any breach by the Lessee of any provision of this Lease.

Furthermore, and in addition to the foregoing:

Unless solely due to the direct fault of the Lessor, the Lessee shall indemnify and save harmless the Lessor against any and all claims, actions, causes of action, damages, demands for damages, losses, costs (including party and party costs and solicitor and client costs) and other liabilities and expenses (including, without limitation, those in connection with bodily injury [including death], personal injury, illness or discomfort or damage to (or loss of) property and legal fees on a solicitor and client basis) due to or arising from or out of any occurrence in, on or at the Premises (or in any way related thereto, or the occupancy or use or presence by the Lessee (or any person permitted by the Lessee to be at the Premises) or related to or on the Premises, or occasioned wholly or in part by any act or omission of the Lessee or its officers, employees, agents, contractors, invitees, licensees or by any person permitted by the Lessee to be on the Premises (or occasioned or caused wholly or in part by any act or omission of the Lessee or anyone for whom in law it is responsible), or due to or arising out of any breach by the Lessee of this Lease.

And further without restricting the generality of the foregoing, the Lessee shall indemnify and save harmless the Lessor against all claims, actions, causes of actions, damages, demands for damages, losses, costs (including party and party costs and solicitor and client costs) and other liabilities and expenses [including, without limitation, those in connection with bodily injury (including death), personal injury, illness or discomfort or damage to property and legal fees on a solicitor and client basis] arising out of anything done or omitted by or anything done to or omitted to or suffered by or sustained by, any employee, Invitee or guest (as well as any person while at, or in, or going to or from the Premises and also anyone else for whom the Lessee is responsible.

## 12. Insurance

- a) **General Liability Insurance** - The Lessee will procure and maintain throughout the term of the Lease or any renewal thereof, commercial general liability insurance with insurance companies acceptable to the Lessor protecting the Lessor, and the Lessee against liability for bodily injury and death and for damage to and/or destruction or loss of property by reason of any occurrence or accident in, on or about the leased premises, with liability coverage in an amount not less than Five Million Dollars (\$5,000,000.00) (and such higher limit as the Lessor may reasonably require from time to time). The Lessor shall be added as an additional insured on the policy.
- b) **Tenant's Liability Insurance** - The Lessee will procure and maintain throughout the term of this Lease or any renewal thereof, tenant's liability insurance for the

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replacement value of any buildings on the leased premises. The lessor shall be added as an additional insured on the policy.

- c) **Tenant's Property Insurance** - The Lessee will procure and maintain throughout the term of this Lease or any renewal thereof insurance on its property on the subject premises.
- d) **Subrogation** - The Lessee shall have no claim against the Lessor or the Lessor's insurance for any damage the Lessee may suffer, and the Lessee shall require the insurers under the insurance in subsections (a), (b) and (c) above to waive any rights of subrogation by the respective insurers against the Lessor, its officers, council members, directors, agents and employees. All such policies shall also contain a severability of interest clause, a cross-liability clause, and shall be primary and shall not call into contribution any other insurance available to the Lessor.
- e) **Evidence of Insurance** – The Lessee shall provide to the Lessor a Certificate of Insurance demonstrating that such insurance has been obtained and maintained, as herein provided and such insurances shall not be subject to cancellation except after at least thirty days prior written notice to the Lessor. All policies of the Lessee shall contain a term that the Lessor will be given 30 days' notice of intent to cancel. If the Lessee fails to comply with the requirements hereof to obtain or maintain insurance, the Lessor may, but is not required to, obtain such insurance and keep the same in effect and the Lessee shall pay to the Lessor the premium cost thereof as additional rent upon demand therefor. If the Lessor fails to obtain such insurance, the Lessee shall not have any claim or action against the Lessor for failing to obtain such insurance. Furthermore and notwithstanding the foregoing, if the Lessee fails to obtain such insurance after the expiration of ten days after notice of default by the Lessor in writing, then the Lease shall, at the option of the Lessor, forthwith be forfeited and determined.
- f) **Premiums and Notification** - The Lessor shall not be responsible for the payment of any premiums with respect to any such insurance and shall not be responsible for notifying the insurer of any occurrence of accident in or around the leased premises.

### 13. Services

All electricity, water and other utilities of any nature supplied to the leased premises shall be paid for by the Lessee, and in no event shall the Lessor be liable for damage(s) arising from the interruption or failure of such supply.

For greater certainty, the Lessor shall not be responsible to the Lessee for any loss or damage to property stored or located on the leased premises, whether the property of the Lessee or of others, including (but not limited to) damage from fire, flood, water, steam, smoke, chemical spills, freezing, frost or other hazard. All property stored on the leased premises shall in all respects be at the risk of the Lessee.

Without limiting the generality of the foregoing, the Lessee shall pay all heat, electricity and any other services supplied to the leased premises and be responsible for the

maintenance of the leased premises and buildings located thereon at the Lessee's expense.

### **COVENANTS OF THE LESSOR**

The Lessor agrees:

#### **14. Quiet Enjoyment**

The Lessee shall have quiet enjoyment of the leased premises.

### **MUTUAL COVENANTS**

The parties hereto agree:

#### **15. Defaults and Remedies**

If any of the following shall occur:

- (a) the Lessee fails to pay any Rent or other sums due hereunder when due, and if such Rent or other sums are not paid within five (5) days after notice is given by the Lessor of such non-payment;
- (b) the Lessee breaches any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Clause 15, after notice in writing from the Lessor:
  - (i) the Lessee fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or (ii) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Lessee fails to commence to remedy such breach within ten (10) days of such breach or thereafter fails to proceed diligently to remedy such breach;
- (c) should the Lessee abandon the Premises, or leave them vacant for more than seven (7) days, or makes a bulk sale of its goods or sells the business or operation conducted at the Premises, or moves, or commences, attempts or threatens to move any of its goods, chattels and equipment out of the Premises;
- (d) a writ of execution issues against the Lessee, or if the Term or any of the goods, chattels or equipment of the Lessee are taken in execution or attachment or seized by any creditor of the Lessee, whether secured or otherwise; or
- (e) the Lessee becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, or becomes involved in voluntary or involuntary winding up proceedings, or if a receiver is appointed by the court or by any creditor for the business, property, affairs or revenues of the Lessee,

then, and in every such case, the Lessor may, in addition to any other rights or remedies it may have under other provisions of this Lease or by law, at its option, exercise all or any of the following remedies:

- (f) the Lessor may perform any obligation which the Lessee should have performed or cause the same to be performed, and for such purpose may enter on the

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- Premises and do such things thereon as the Lessor considers requisite without effecting a termination of this Lease;
- (g) the Lessor may enter the Premises and distrain on the goods and chattels of the Lessee, or may remove and sell the goods, chattels and equipment of the Lessee without any notice or form of legal process, any rule of law to the contrary notwithstanding, and the Lessor may seize and sell the goods and chattels and the equipment, whether they are within the Premises or at any place to which the Lessee or any other person may have removed them in the same manner as if they had remained and been distrained on in the Premises, and the Lessor may follow the goods and chattels for the maximum period permitted by law, and any sale by the Lessor may, in its sole discretion, be effected by public auction or private contract and either in bulk or by individual items, or partly by one means and partly by the other;
- (h) the Lessor may remove the goods, chattels, equipment and fixtures of the Lessee from the Premises and store them in a public warehouse or elsewhere at the cost of and for the account of the Lessee;
- (i) in order to relet, the Lessor may take possession of the Premises as agent of the Lessee and effect such alterations and repairs as it deems necessary or advisable for the purpose of such reletting, and it may relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and on such other terms and conditions as the Lessor, in its sole discretion, may deem advisable. Upon such reletting, all rentals received by the Lessor from such reletting shall be applied: first to the payment of the Lessor's costs and expenses of such reletting and costs of such alterations and repairs; second to the payment of any indebtedness other than Rent due from the Lessee to the Lessor; third to the payment of arrears of Rent; fourth to the payment of Rent as it falls due; and the residue, if any, shall be held by the Lessor without interest until the end of the Term and applied from time to time in payment of Rent as the same may become due and payable, and any residue remaining at the end of the Term shall be held for the Lessee. No such reletting nor the receipt of any such rentals from any new Lessee, nor the creation of the relation of Lessor and Lessee between the Lessor and any party to whom the Premises may have been relet, shall have the effect of exonerating the Lessee from its obligations to pay Rent hereunder as it falls due or of in any way terminating this Lease;
- (j) the Lessor may terminate this Lease by commencing an action for possession or for termination of the Lease or by notice to the Lessee. Such termination may be effected either at or after the time of the breach or at any later time and notwithstanding that the Lessor may have exercised any of its other remedies, including that set out under Section 15(i). In the event that the Lessor or anyone claiming under it or to whom it has rented the Premises is in possession under the provisions of Section 15(i), the Lessor may at any time terminate this Lease by notice to the Lessee, and thereafter any then existing or later lease of the Premises shall be for the account of the Lessor notwithstanding that such Lease may originally have been entered into as agent for the Lessee. If the Lessor enters the Premises without notice to the Lessee as to whether it is terminating this Lease under Section 15(j) or proceeding under Section 15(i) or any other provision of this Lease, the Lessor shall be deemed to be proceeding under Section 15(i) and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Lessor notifies the Lessee that it has elected to terminate this Lease. No

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- entry by the Lessor during the Term shall have the effect of terminating this Lease without notice to that effect to the Lessee;
- (k) at the option of the Lessor, the full amount of the current month's Rent and the next ensuing three (3) years Rent shall accelerate and shall immediately become due and payable. For the purpose of this Section 15(k), where any of the items of Rent are not known, definite or established at the time of the exercise of such option by the Lessor, the acceleration in respect of such items shall be equal to three (3) times the average yearly instalment during the full twelve (12) month period preceding such acceleration, or if there has not been a full twelve (12) month period, it shall be equal to 36 times the average monthly instalment since the beginning of the Term; and
- (l) on any termination for default, all Lessee's fixtures, Lessee's improvements or other installations by the Lessee in the Premises which in law are fixtures or a part of the realty or are attached, affixed to or incorporated into or with the immovable properties situated in or on the Premises, (including any buildings on the Premises, whether they are fixtures or not), and which are not the property of the Lessor, may be removed by the Lessee, but if they are not removed prior to surrender of possession of the premises, shall forthwith become the property of the Lessor, [and whether or not such fixtures are in the nature of Lessee's trade fixtures and whether or not they would be removable by the Lessee at the expiry of the Term if there had been no default] (and the Lessor shall not be obliged to pay the Lessee any compensation therefor).

**16. Interest and Costs**

Whenever the Lessor takes any proceedings, sends any notices, does any work, or otherwise incurs any expense or trouble or takes any action with respect to any default by the Lessee, and whether or not legal proceedings are commenced or considered in consequence of such default, and whether or not this Lease is terminated, the Lessor shall be entitled to be paid by the Lessee forthwith on demand, in addition to any other amounts which may be payable or owing hereunder, all of the following:

- (a) the cost of effecting any repairs or performing any obligation of the Lessee;
- (b) the Lessor's costs and expenses in preparing the Premises for reletting in such manner as, in its sole discretion, it deems necessary or advisable;
- (c) unless established by an independent third party to be an unreasonable claim on the part of the Lessor or unless agreed to otherwise by agreement between the parties, the Lessor's court costs, collection costs and legal fees on a solicitor and his own client basis;
- (d) interest on rent or any other amounts overdue under the terms of this Lease and on any moneys expended by the Lessor in consequence of any default by the Lessee at the rate per annum equal to the prime rate of interest charged by the Lessor's chartered bank plus two percent (2%);
- (e) a charge of fifty dollars (\$50) for each cheque of the Lessee which is returned to the Lessor because of insufficient funds in the Lessee's account; and
- (f) any other costs, charges or expenses which the Lessor incurs or to which it is put, and which would not have been necessary at the time at which they were incurred but for the default of the Lessee.

Without restricting the generality of the foregoing, and in addition to the foregoing:

The Lessee shall pay to the Lessor all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Lessor in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Lessee under this Lease, or in respect of which the Lessee has agreed to insure or to indemnify the Lessor.

#### 17. Remedies Cumulative

Notwithstanding any other provision of this Lease, the Lessor may, from time to time, resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Lessee, either by any provision of this Lease or by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Lessor by statute or common law.

#### 18. Expiration

On the expiration or termination of the Term, the Lessee shall surrender and yield up the Premises to the Lessor in as good condition as the Lessee is required to maintain the Premises throughout the Term and the Lessee shall deliver to the Lessor all keys to the Premises and the Building and the combination of all locks, safes and vaults, if any, in the Premises. Provided that on the expiration or termination of the term, the Lessee shall not be required to remove its infrastructure (including any water lines, electrical conduits, or buildings).

#### 19. Removal at End of Term

The Lessee shall on any surrender of possession of the Premises be entitled to remove such of its fixtures, buildings, leasehold improvements and equipment which are incorporated into, affixed or attached with permanency to and which have become a part of the realty or immovable property. In effecting such removal the Lessee shall do no damage to the Premises. Any of the foregoing fixtures, leasehold improvements and equipment which are not removed by the Lessee shall on surrender of possession of the Premises by the Lessee become the sole and exclusive property of the Lessor without payment to the Lessee. Subject to the foregoing, when not in default at the expiration of its initial occupation of the premises, the Lessee may remove its furniture and trade fixtures other than those referred to in this Section.

#### 20. Surviving Obligations

On any termination of this Lease, the Lessee's right of possession shall cease and terminate, but the obligations of the parties with respect to payment of Rent, covenants not performed at the date of such termination, indemnification, or any other obligations which, by their nature or by reason of the circumstances at the time of such termination, are not completely performed prior to such termination, shall remain in full force and effect until satisfied. It is agreed, however, that in no event shall the Lessee have any interest in or right to possession of the Premises after the termination of this Lease.

**21. Force Majeure**

Notwithstanding anything herein contained, neither the Lessor nor the Lessee shall be in default with respect to the performance of any of the terms of this Lease if any non-performance is due to any strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the control of the party relying on this Section (other than lack of or inability to obtain financial resources by such party). Otherwise, time shall be of the essence of this Lease and all the obligations contained herein. The provisions of this Clause 21 shall not under any circumstances operate to excuse the Lessee from prompt payment of Rent and/or any other charges payable under this Lease.

**22. Entire Agreement**

This Lease contains the entire agreement between the parties and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth herein. Notwithstanding the terms thereof, this Lease fully replaces and supersedes any offer, agreement, letter, letter of intent or other contractual arrangement between the parties related to the Premises or the buildings in existence at the time of execution of this Lease. Any prior lease between the parties is hereby terminated.

**23. Severability**

If any term, article, section, subsection, paragraph, clause or subclause or any of the words contained in this Lease shall be held wholly or partially invalid or unenforceable by any court of competent jurisdiction, the Lessor and Lessee agree that the remainder of this Lease shall not be affected by such judicial holding, but shall remain in full force and effect.

**24. No Joint Venture**

Nothing herein contained shall be deemed or construed by the parties hereto or any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that the parties hereto stand in the relationship of Lessor and Lessee only.

**25. Overholding**

Should the Lessee over hold the subject premises beyond the term hereby granted, or any extension thereof, the tenancy thereby created shall be a tenancy from month to month, subject to the right of either party hereto to terminate the same at any time by giving to the other party not less than 14 days' notice in writing prior to expiry of an overholding term of the intention to terminate. Except as aforesaid, all other the terms and conditions of this Lease effective just prior to such overholding shall be applicable to such tenancy.

**26. Notices**

All notices under this Lease shall be in writing. Any notices to the Lessee shall be sufficiently served if mailed prepaid addressed to the Lessee as follows:

Lunenburg Board of Trade Society c/o PO Box 1300 Lunenburg, Nova Scotia B0J 2C0

Any notice to the Lessor shall be sufficiently served if mailed prepaid addressed to the Lessor as follows:

Town of Lunenburg  
(Attention: Town CAO) PO Box 129  
Lunenburg, Nova Scotia B0J 2C0

The Lessor and Lessee agree that any notice to be given or payment being made hereunder may be given or made by personal service or courier delivery.

**27. Binding Effect**

This agreement shall enure to the benefit and be binding upon the parties hereto, their successors [and assigns of the Lessor and permitted assigns of the Lessee].

**28. Gender**

In this lease, words in the singular including the plural and vice-versa, and words in the neuter gender include the masculine and feminine genders and vice-versa, with the intent that this lease shall be read with all changes of number or gender required of the context.

**29. Access by Lessor to Repair**

The Lessor and all persons authorized by it shall have the right to erect, use and maintain wiring, mains, pipes, conduits ducts and other means of distributing services in and through the Premises; and the Lessor and all persons authorized by it shall have the right from time to time and at all reasonable times to enter upon the Premises for the purpose of access thereto for such installation, maintenance and repair; and such entry shall be deemed not to be an interference with the Lessee's possession under this Lease.

**30. Abandonment**

If the Lessee shall not be using the premises for the purposes of this Lease, then the Lessor shall be entitled to terminate this Lease upon 30 days prior written notice to the Lessee.

**31. Enforcement by Lessor**

The failure by the Lessor to enforce any term, covenant or obligation of the Lessee contained herein shall not be deemed to be a waiver of such term, covenant or obligation, or permission for any subsequent breach of the same, and the Lessor may at any time enforce such term, covenant or obligation. The waiver by the Lessor of any

## Schedule LBOT

breach of any term, covenant or obligation hereof shall not be deemed to be a waiver of such term, covenant or obligation with respect to any subsequent breach. No term, covenant or obligation of the Lessee contained in this Lease may be waived by the Lessor, unless such waiver is in writing executed by the Lessor. The acceptance of Rent by the Lessor subsequent to any such breach shall not be deemed to be a waiver of such breach, whether or not the Lessor had knowledge of the breach at the time of acceptance of the Rent.

### 32. Validity

If a term, covenant or condition of this Lease, or the application thereof to any person or circumstances is held to any extent invalid or unenforceable, the remainder of this Lease or the application of the term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected.

### 33. Additional Provisions regarding Termination

The Lessee shall comply with the provisions of the applicable Building, Fire, Electrical, and Plumbing, Codes, legislation, regulations, and by laws and use only good workmanship and materials in the maintenance and construction of any new buildings or structures being constructed on the leased premises and shall proceed diligently to completion of the said construction within a reasonable amount of time after receiving the Lessor's approval of the plans and specifications as hereinbefore provided.

The Lessor may terminate the within Lease upon written notice to the Lessee by providing 60 days written notice of intent to terminate the Lease unless the Lessee cures any failure to comply with the terms of this paragraph and the remaining provisions of the within Lease or if the Lessee should:

- (a) fail to construct any building or structure in all respects in accordance with the plans and specifications approved by the Lessor;
- (b) fail to obtain any required Building, Electrical, Development, Occupancy, etc., Permits or fail to comply with any applicable municipal by-laws and legal requirements pertaining to the construction of the work;
- (c) fail to complete the construction work in a good and workmanlike manner;
- (d) allow a Mechanics Lien to be filed against the leased premises which the Lessee shall fail to remove within a period of 30 days after filing;
- (e) fail to have adequate fire and liability insurance in place during the construction process which fire and liability insurance shall protect the Lessor as an additional named insured.

34. Recording Lease

The Parties agree that this Lease may be recorded at the appropriate Registry of Deeds office at the Lessee's expense.

IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered the Lease, as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

SIGNED, SEALED AND DELIVERED

-in the presence of-

LESSEE

LUNENBURG BOARD OF TRADE SOCIETY

[affix Seal]

Per: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
witness

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Society

LESSOR

TOWN OF LUNENBURG

[affix Municipal Seal]

Per: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
witness

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Town

**AFFIDAVIT OF EXECUTION**

**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG**

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing Lease, who having been by me duly sworn, made oath and said that Lunenburg Board of Trade Society, one of the parties thereto, duly executed the said Lease by affixing its corporate seal thereto, identified by the hands of its proper officer(s) in that behalf in h presence.

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

**CERTIFICATE OF EXECUTION**

**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG**

I CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Lunenburg Board of Trade Society, one of the parties mentioned in the foregoing and annexed Lease, signed and executed the said Lease in my presence by affixing its corporate seal thereto, identified by the hands of its proper officer(s) in that behalf, and I have signed as a witness to such execution.

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

**AFFIDAVIT OF EXECUTION**

**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG**

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing Lease, who having been by me duly sworn, made oath and said that the TOWN OF LUNENBURG, one of the parties thereto, duly executed the said Lease by affixing its municipal seal thereto, identified by the hands of its proper officer(s) in that behalf in h\_\_\_\_ presence.

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

**CERTIFICATE OF EXECUTION**

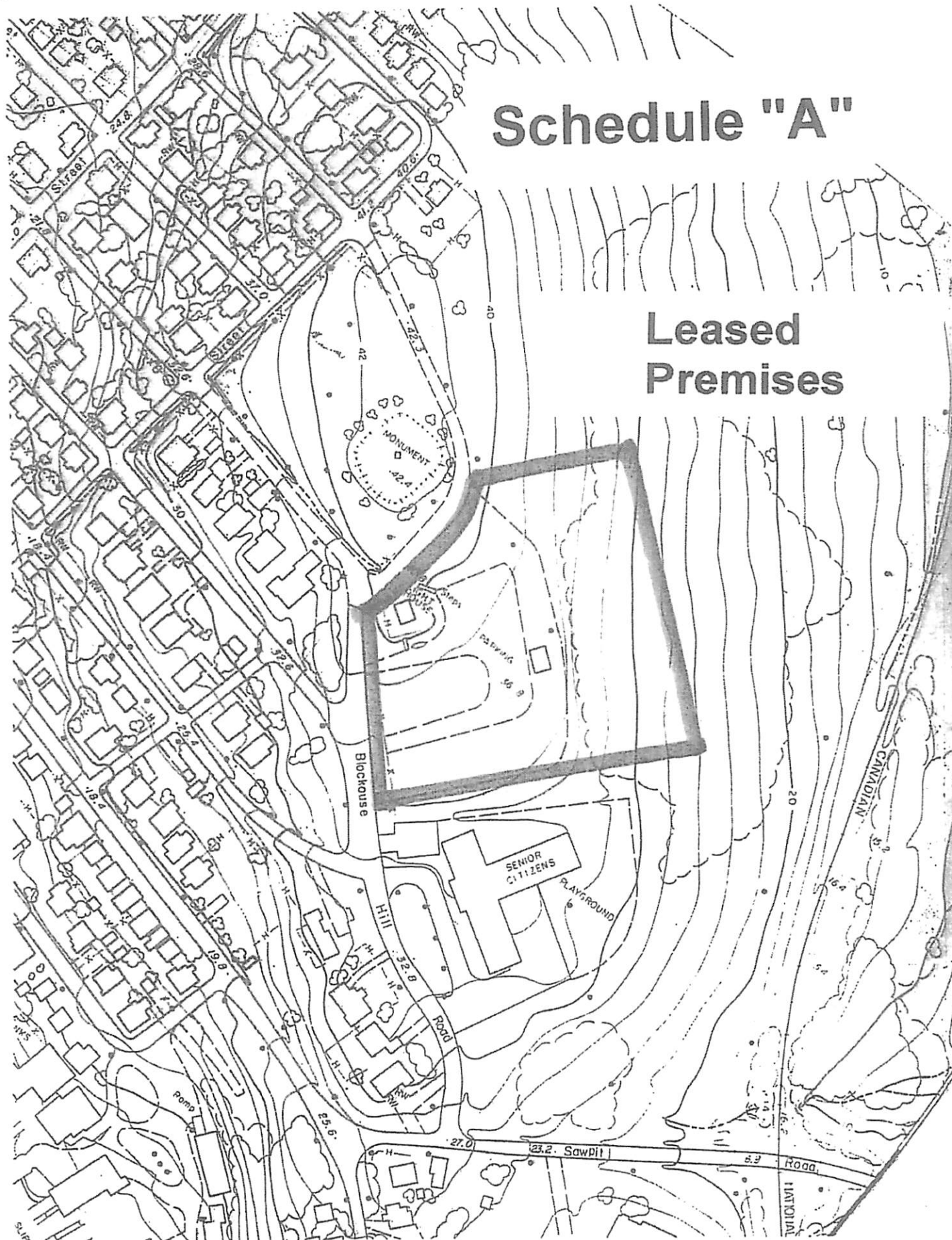
**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG**

I CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, TOWN OF LUNENBURG, two of the parties mentioned in the foregoing and annexed Lease, executed the said Lease in my presence by affixing its municipal seal thereto, identified by its proper officers, in my presence and I have signed as a witness to such execution.

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

# Schedule "A"

## Leased Premises



## Report to Council

Town of Lunenburg

Re: SSRCE Lunenburg Academy Lease – Second Lease Amendment Agreement  
April 13, 2021

1. The Town of Lunenburg entered into a lease with the South Shore Regional Centre for Education (SSRCE) dated July 26, 2019 for premises at the Lunenburg Academy. Attached for Council reference is a copy of the original lease dated July 26, 2019.
2. Subsequently, SSRCE required additional space for its operation and a Lease Amendment Agreement effective as of the 1<sup>st</sup> day of March, 2020 was executed in February of 2021. Attached for Council reference is a copy of the Lease Amendment Agreement effective as of the 1<sup>st</sup> day of March, 2020.
3. SSRCE now wishes to extend the lease for 2 years.

Accordingly, a Second Lease Amendment Agreement has been prepared. It extends the term from 2 years to 4 years resulting in a termination date of July 31, 2023.

The Option to Renew clause has been altered so that there can be up to 3 one year renewal terms if the parties **mutually** agree (i.e. it is not a pure option at the discretion of the Tenant). Previously, Clause 2.3 contained 3 one-year options to renew.

4. It is assumed that Council considers the rental amount charged to SSRCE to be market value. If this is not the case, Council will have to pass an additional motion (when this Agreement is addressed in Public Session) confirming that the Town considers the SSRCE to be a non-profit organization carrying on an activity that is beneficial to the Town. [This is a requirement when the Town leases property at less than market value, and such resolution would need to be passed by at least a 2/3 majority of the Council present and voting (Section 51 of the Municipal Government Act)].
5. Enclosed with this Report is a Motion and draft Second Lease Amendment Agreement.

All of which is respectfully submitted,



Patrick A. Burke, Q.C.  
Town Solicitor  
Town of Lunenburg

THIS LEASE made as of the 26<sup>th</sup> day of June, 2019.

**BETWEEN:**

**TOWN OF LUNENBURG**

(the "Landlord")

**AND**

**SOUTH SHORE REGIONAL CENTRE FOR EDUCATION, a corporation sole pursuant to  
Section 54 of the Education Reform (2018) Act**

(the "Tenant")

**LUNENBURG ACADEMY LEASE  
97 Kaulback Street  
Lunenburg, Nova Scotia  
BOJ 2C0**

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**WHEREAS** the Landlord is the owner of the building known as the Lunenburg Academy in Lunenburg and the Tenant wishes to rent a portion of that building.

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree and covenant as follows:

#### **Article 1 — Definitions**

##### **1.1 Definitions**

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) "Alterations" has the meaning set out in Section 10.2;
- (b) "Building" means the Lunenburg Academy building, located at 97 Kaulback Street, Lunenburg, Nova Scotia and described in Schedule "A" attached hereto, together with the improvements, fixtures and equipment (whether chattels or fixtures) in such Building (but not including tenants' fixtures, improvements or chattels);
- (c) "Common Areas and Facilities" means all that part of the Building, including improvements, parts of buildings, fixtures and equipment (whether chattels or fixtures), which at any time is not included in premises leased to tenants or intended to be leased to tenants, including, lobbies, hallways, the West facing staircase adjacent to Room 204a, elevators, washrooms, loading areas, parking areas, driveways, landscaped areas, alarms, security, fire prevention and telecommunication services, janitor closets, and electrical closets;
- (d) "Gross Rent" means all sums of money or charges required to be paid under this Lease in relation to the occupation, use and operation of the Premises (except for any tenant renovation costs) including, without limitation, payment of realty taxes, capital taxes, business taxes and charges for water, electricity, heating and other utilities and other charges and the services and supplies referred to in Section 4.2 whether or not the same are designated as "Gross Rent" and shall specifically also include the use of six (6) free assigned parking space for tenant use at the Building; provided, however, that H.S.T. shall be charged in addition to the Gross Rent payable pursuant to Article 4.1 and not be inclusive in the total sum of the Gross Rent payable under the aforementioned Article. Gross Rent does not cover telephone, internet and related charges, which are the responsibility of the Tenant;
- (e) "Lease" means this lease and all the terms, covenants and conditions set out herein (including all schedules), as amended from time to time in accordance with the terms hereof;
- (f) "Premises" means the premises shown outlined or located in Schedule "B" attached hereto identified as Rooms 204, 204a, 204b, 205, 205a and 205b on the second floor of the Building;
- (g) "Property" or "Lunenburg Academy Property" means Lunenburg Academy property represented in Nova Scotia Property Online as PID 60058831;
- (h) "Rules and Regulations" means the rules and regulations as described in Section 9.2;
- (i) "Term" has the meaning set out in Section 2.2 and, where the context requires, shall include any renewal or extension of the Term pursuant to Section 2.3;
- (j) "Transfer" has the meaning set out in Section 12.1;
- (k) "Transferee" means any person or entity to whom a Transfer is or is to be made;
- (l) "Utilities and Services" (or "Utility and Service", as the case may be) includes the supply of water, hot water, heating, electricity, light bulbs, tubes and ballasts, sewage disposal service, and specifically excluding air-conditioning and any other utility or service not operating in the Premises at the time of the commencement of the Lease and specifically excluding the following: climate control, chilled water, any other janitorial and cleaning services and supplies, exterior and interior window cleaning, internet and telephone.

## Article 2 — Lease and Term

### 2.1 Lease

In consideration of the rents, covenants and agreements hereinafter reserved and contained to be paid, observed and performed by the Tenant, the Landlord demises and leases to the Tenant the Premises to have and to hold the same for and during the Term. The Tenant accepts the lease of the same.

### 2.2 Term

The term of this Lease shall be (unless renewed or terminated earlier pursuant to the provisions hereof) the period of 2 years commencing on the 1st day of August 1, 2019 and from thenceforth next ensuing and to be fully completed and ended on July 31, 2021.

### 2.3 Option to Renew

The Tenant shall have the option to renew the Lease of the Premises for three further terms of one year each on the same terms and conditions as set out in this Lease except that the rental for the first year of the renewal term (if the option is exercised) shall be increased from the amount in the last year of the existing lease by the percentage increase in the Consumer Price Index for Nova Scotia for the year 2020 and the rental for the second option year (if the option is exercised) shall be increased from the amount in the first year of the renewal lease by the percentage increase in the Consumer Price Index for Nova Scotia for the year 2021, and the rental for the third option year, if the option is exercised, shall be increased from the amount in the second option year by the percentage increase in the Consumer Price Index for Nova Scotia for the year 2022. For clarification, all percentage increases shall be cumulative and compounded annually; and provided nevertheless that notwithstanding the foregoing:

- (a) that the Tenant may only exercise this option to renew by giving at least 6 months written notice to the Landlord prior to the end of this lease or six (6) months notice prior to the end of the immediately preceding renewal term, as the case may be, that it is exercising the option to renew;
- (b) that the option to renew shall not include any further option to renew except as otherwise set out herein; and
- (c) that the option to renew shall cease to have effect if the lease is terminated otherwise pursuant to the terms of this lease.

### 2.4 No Right to Early Termination

Neither party shall have the option, upon notice, for early termination of the lease; provided that this clause shall not restrict a party's right to terminate pursuant to the expressed terms of this lease including, without limiting the foregoing, the right to terminate if there is a breach of the terms of the lease by the other party which would entitle a party to early termination pursuant to the terms of this lease.

## Article 3 — Payment of Rent

### 3.1 Rent

The Rent shall be payable, unless otherwise provided herein, in equal monthly instalments in advance on the first day of each and every month during the Term. If the Tenant fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of 18% per annum (calculated monthly at the rate of 1.5%) and such interest shall be calculated from the time the Rent becomes due until paid by the Tenant.

### 3.2 Payment of Rent

The Tenant agrees to make all payments of Rent as they become due by electronic funds transfer to the Landlord.

**3.3 No Deposit**

The Tenant shall not be required to pay a Security Deposit.

**Article 4 — Gross Rent****4.1 Gross Rent**

The Landlord reserves and the Tenant covenants and agrees to pay to the Landlord as rent in lawful money of Canada the Gross Rent in the amount as follows:

Premises	Per Annum	Per Month
Room 204, 204a, 204b, 205, 205a and 205b	\$45,888 plus HST	\$3,824 plus HST

Gross Rent shall be payable in monthly instalments in advance on the first day of each and every month during the Term; provided that notwithstanding the foregoing, commencing on each anniversary date of the commencement date of the Term, the rent shall increase by the percentage increase in the Consumer Price Index (CPI) for Nova Scotia for the preceding year.

**4.2 Janitorial Services**

In addition to the Gross Rent referred to in Section 4.1, the Tenant shall also pay the amounts incurred by the Landlord for cleaning the Premises (which includes toilet paper, paper towels and soap) on the basis of 22 hours per month at the Landlord's cost plus a 25% surcharge plus HST. The current cost for janitorial services for the Premises is \$20.00 plus HST per month. This amount shall be deemed to be part of the Gross Rent for the Premises and for greater certainty and without limiting the foregoing, all remedies in relation to overdue rent shall apply thereto. Any additional hours for cleaning required for the Premises will be charged at a rate of \$25.00 per hour plus HST.

**Article 4.1 — Damage to Premises****4.1.1 Damage to Premises**

If the Premises shall, at any time, be wholly or partially destroyed or damaged, as a result of calamity, force majeure, environmental risk or any other cause (including, without limiting the foregoing, fire or water), the following provisions shall apply:

- (a) if the Premises are not rendered unfit for the Tenant's use by such damage, then Rent shall not abate and the Landlord shall promptly repair the Premises;
- (b) if the Landlord determines that the Premises and access thereto are rendered unfit for occupancy or it is impossible or unsafe to use and occupy it, and if, in either event, the damage, notice of which is to be given to the Tenant in writing within thirty (30) days of the happening of such damage or destruction, cannot be repaired with reasonable diligence within one hundred and eighty (180) days after the happening of such damage or destruction, the Landlord may terminate this Lease by giving notice in writing to the Tenant. Should the Landlord terminate this Lease as hereinbefore provided, the Term demised shall cease and be at an end as of the date of such termination (or at the date of such destruction or damage if the Premises could not be used as a result), and the rents and all other payments for which the Tenant is liable under the terms of this Lease shall be apportioned and paid in full to such date

- (c) whenever Section 4.2(b) applies, and the Landlord has not elected to terminate this Lease, the Landlord shall commence diligently to reconstruct, rebuild or repair the Premises. In performing any reconstruction or repair, the Landlord may effect changes in the building, equipment or systems of the Premises or minor changes in the location or area of the Premises;
- (d) whenever Section 4.2(b) applies, and the Landlord has not elected to terminate this Lease, the Landlord shall give the Tenant written notice when the Landlord's reconstruction, rebuilding or repair of the Premises have been completed to the extent that the Tenant can have access thereto or that no Landlord's reconstruction, rebuilding or repair is required. Gross Rent shall recommence on the date of delivery of such notice.

#### **4.1.2 Decision of Architect or Engineer**

Any decisions regarding the extent to which the Premises or any portion of the Premises has become unfit for use shall be made by an independent qualified architect or professional engineer appointed by the Landlord and approved by the Tenant (acting reasonably) or at the discretion of the Landlord, by the Town Engineer, whose decision shall be final and binding on the parties.

### **Article 5 — Utilities and Services**

#### **5.1 Charges for Utilities and Services**

The Landlord covenants and agrees to supply Utilities and Services [as defined in 1.1(1)] to the Premises and shall be responsible for maintaining, operating, repairing and replacing the system or systems necessary for supplying the Utilities and Services for the Premises.

#### **5.2 Overloading of Utilities and Services**

- (1) The Tenant shall immediately advise the Landlord of any installations, appliances or machines used by the Tenant that are not equipment or resources that are typically found in similar premises in Lunenburg County and the Landlord shall supply such excess Utilities and Services required as a result thereof if the Landlord determines, in its sole discretion, that the provision of such excess Utilities and Services:
    - (a) is within the capacity of the Building systems;
    - (b) would not affect the operation, aesthetics or structure of the Building;
    - (c) would not reduce the efficiency of the existing services supplied to other tenants or parts of the Building; and
    - (d) is otherwise feasible.
  - (2) The Tenant shall pay in advance to the Landlord all costs, both non-recurring and recurring, of providing all such excess Utilities and Services. Such cost shall be determined by the Landlord in a reasonable manner, which may, but not necessarily, include installation (if none already exist), at the Landlord's expense, of separate meters or other measuring devices in the Premises or elsewhere.
- #### **5.3 Interruption of Utilities and Services**
- (1) In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, students or guests, or to the Premises, or to any property of the Tenant or anyone else, or for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of whatsoever kind caused by or arising from any interruption or failure in the supply of any Utilities or Services to the Premises.
  - (2) Notwithstanding the foregoing, in the event that the Tenant, through no fault or negligence of its own, or those for whom it is responsible, is unable to carry-on business for six consecutive

business days as a result of the interruption or failure in the supply of any Utilities or Services to the Premises, which the Landlord is obliged to provide, then rent shall abate at the rate of \$60.00 per diem until such time as the provision of Utilities or Services resumes.

#### **5.4 Interior Heating**

The Landlord shall maintain in the Premises at a reasonable temperature for normal occupancy of a building of similar style and age during business hours as determined by the Landlord (which hours shall be, until changed by the Landlord by notice in writing to the Tenant, 8:30 a.m. to 5:00 p.m. from Monday to Friday (except holidays)). The Landlord shall not be liable for any inadequacy in performance of the interior heating system that falls materially outside of the reasonable temperature for normal occupancy of a building of a similar style and age resulting from reasonable repairs and servicing from time to time. Landlord may, and at the written request of the Tenant shall, make any changes which are reasonably necessary and feasible to improve or alter the system so as to compensate for any use of the Premises by the Tenant not in accordance with the foregoing standards, all at the Tenant's cost and expense.

#### **5.5 No Portable Heaters**

The Tenant shall in no instance use portable heaters.

#### **5.6 Air Conditioning**

The Tenant shall in no instance use air conditioners at the premises without specific written permission of the Landlord, which may be arbitrarily denied.

### **Article 6 — Quiet Enjoyment**

#### **6.1 Quiet Enjoyment**

The Landlord covenants with the Tenant that if the Tenant pays the Rent and performs its covenants and obligations herein contained, the Tenant shall and may peaceably possess and enjoy the Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under it, save as herein provided.

PROVIDED THAT notwithstanding the foregoing, there will be interior and exterior renovations conducted by the Town of Lunenburg (and/or a third party on its behalf) during the term of the Lease and it is acknowledged and agreed that any disruptions or interference of the Tenant's use of the premises and common areas during this term due to the renovations shall not justify termination of the Lease or any reduction in rent or any damages or remedy of any nature.

ALSO PROVIDED that it is understood that the Lunenburg Academy of Music Performance (LAMP) operates in the building and it is hereby agreed that music or other noises created by LAMP shall not constitute an interruption or disturbance of the peaceable possession and enjoyment of the Tenant's premises.

### **Article 7 — Common Areas and Facilities**

#### **7.1 Use of Common Areas and Facilities**

- (1) Subject to and in accordance with this Lease and the Rules and Regulations, the Tenant shall have a non-exclusive right to the use of only such part of the Common Areas and Facilities on the 1st and 2nd Floor of the Building, including those which provide access by the most direct route to the 2nd Floor from the West side stairway (adjacent to Room 204a) and in the case of an emergency to such of the Common Areas and Facilities as may be necessary for the purposes of exiting the building.

The Tenant shall be entitled to the non-exclusive use of the west stairwell adjacent to Room 204a. On days that the Tenant is using the Premises, the Tenant shall be responsible for unlocking the exterior west stairwell door adjacent to Room 204a when they enter in the morning and locking the exterior door at the end of the day.

The Tenant acknowledges that there are times when all three floors of the building are open to the public and accordingly the Tenant shall be responsible to ensure that its premises are secure at all times.

The Tenant shall have the use of six (6) reserved parking spaces at the Academy located on the west and/or north side of the Building to be assigned by the Landlord. The use of all other parking spaces is at the discretion of the Landlord.

- (2) The regulation and management of the Common Areas and Facilities (including the washrooms) shall be under the exclusive control of the Landlord.

#### **7.2 Tenant not to Interfere**

The Tenant shall not, without the written permission of the Landlord, at its sole discretion, keep or display any merchandise, sign or other thing on or about, or solicit or conduct business on, or obstruct any of the Common Areas and Facilities.

#### **7.3 Interruption and Alteration of Common Areas and Facilities**

The Landlord may, from time to time, effect changes, alterations, enclosures, expansions, reductions, replacements or repairs to all or any part of the Common Areas and Facilities (including the washrooms) and other parts of the Building, and also conduct renovations on all floors of the building. In so doing, the Landlord shall not disturb the operation of the Tenant's business any more than is reasonably necessary in the circumstances, but shall not be liable for any damages whether direct, indirect or consequential to any person or property in respect of any temporary interference with or denial of access during the performance of such work, or in any other way in respect of the performance of such work, or for failure to perform such work, or for any interference with the business of the Tenant, while any portion of the Common Areas and Facilities (including the washrooms) is in need of repair, inoperable or otherwise not in its normal operating condition, or while any portion of the building is undergoing the foregoing renovations. In no event shall there be a reduction or elimination of rent notwithstanding any disturbance to the operation of the Tenant's business.

#### **7.4 Use of Shared Kitchen**

The Tenant shall have the non-exclusive use with the Landlord and other tenants in the Building of the kitchen in Room 208 for the purpose of snack preparation during the Tenant's business hours. The Tenant agrees to maintain the kitchen in a reasonably clean state after each use. The Landlord cannot guarantee that the kitchen will be free of allergens, including, without limiting the foregoing, peanuts, and the Tenant uses the kitchen at their own risk. The Tenant shall pay the sum of \$230 plus HST per month (which amount has been included in the calculation of Gross Rent in Section 4.1. The Tenant will maintain and/or replace any appliances used by them.

#### **7.4 Construction of Washroom**

The Tenant may construct a washroom in Room 204b for their use. The pre-primary students shall ordinarily only use the washroom constructed by the Tenant in Room 204b. All plans for construction of this washroom must be approved in advance by the Landlord.

**8.1 Use of Premises**

The Tenant shall use the Premises solely for a pre-primary program operated by SSRCE under the Department of Education and Early Childhood Development. It is a school-based early learning program which helps children transition into primary the following year. ←

If there is any personal property of the Landlord in the premises (such as furniture), the Landlord may allow the use thereof by the Tenant during the term of the lease, but it shall remain the property of the Landlord and shall be left in the premises upon the termination of the lease (and in the same condition as at the start of the lease, subject to wear and tear), and provided nevertheless that the Landlord may remove this personal property from the premises at any time during the term of the lease and the Tenant shall have no claim in relation thereto.

Neither the Tenant (nor the pre-primary students nor other persons for whom the Tenant is responsible) shall use the playground equipment at the Lunenburg Academy site. The Tenant and the pre-primary students and staff shall be allowed to use the lawn area on the north side of the building on a non-exclusive basis, at the sole risk of the Tenant and on the understanding that the only maintenance provided will be mowing at least once a month during months of the year when it is required.

**Article 9 — Tenant's Behaviour****9.1 Nuisance**

Neither the Tenant, nor any one for whom it is responsible, shall do nor suffer any waste, damage, disfiguration or injury to the Premises or the Common Areas and Facilities (including the washrooms) or permit or suffer any overloading of the floors, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business or other purpose, and shall not cause or permit any nuisance in, at, or on the Premises.

The parties acknowledge that there are other tenants in the Lunenburg Academy. Accordingly, the Tenant will use all reasonable and best efforts to ensure that the use of the Premises (including, without limiting the foregoing, the foot traffic generated by its use of the Premises) is such that it will not disrupt or disturb the other tenants in the Building.

**9.2 Rules and Regulations**

The Rules and Regulations contained in Schedule "C" shall form a part of this Lease and the remedies available to the Landlord for enforcement thereof shall be the same as for enforcement of any other provision of this Lease. The Landlord may, from time to time, in its sole discretion, promulgate additional reasonable Rules and Regulations, which shall, as soon as the Tenant is given notice of them, have full force and effect as if originally embodied in this Lease. Any such additional Rules and Regulations may effect alterations to existing Rules and Regulations and may deal with the matters dealt with in the Rules and Regulations contained in Schedule "C" and any other matters of a similar or dissimilar nature as the Landlord deems advisable, but additional Rules and Regulations may not conflict with any specific provisions of this Lease. The Landlord shall be under no obligation to enforce the Rules and Regulations against the Tenant, or against any other tenant of the Building or any other person, and shall be under no liability for failure to enforce the Rules and Regulations.

**9.3 Environmental Obligations**

(1) Without limiting the generality of the obligations of the Landlord as set out elsewhere in this Lease, the Landlord and Tenant agree that the Tenant is subject to the obligations of the Tenant set out in this Section (the "Environmental Obligations").

In this section:

- (i) "Hazardous Substance" means any product of waste, contaminant,

pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive, radioactive material, chlorofluorocarbons (CFC's), radon gas, urea formaldehyde foam insulation, asbestos, PCBs, gasoline, fuel oil, and any other substances or materials, and includes any Container (as hereinafter defined), declared or defined, at any time and from time to time, to be or to potentially be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial, municipal or quasi-governmental law, statute, regulation, order, bylaw or requirement in force from time to time (collectively, in this Section, "Legislation") including, without limitation, environmental, land use, building, occupational, or health and safety Legislation, Legislation in respect to demolition of buildings, excavation of soil, building materials and component fixtures and fittings, and storage and disposal of waste or effluent, and Legislation with respect to the maintenance, conversion and replacement of Containers; and

- (ii) "Container" means any equipment, plant, pump, tank, container, receptacle, and any manner, method or procedure, which generates, manufactures, refines, treats, transports, stores, contains, uses, handles, disposes of, transfers, produces or processes Hazardous Substances; and
- (iii) "Remove" means to remove any Hazardous Substance from all or part of the Premises, Common Areas and Facilities and includes, without limitation, the removal, cleanup, treatment, transportation, storing, containment, handling, disposal, transfer and/or processing thereof, and "Removed" and "Removals" have similar meanings.

The Tenant shall not use or permit or suffer the use, directly or indirectly, of all or part of the Premises for any acts or omissions ("Activities") that are not in compliance with all Legislation and permits granted thereunder. It shall be the responsibility of the Tenant to obtain all permits necessary for the use of any Hazardous Substances on the Premises.

- (2) Notwithstanding the foregoing, the Tenant shall not cause or allow any hazardous or toxic waste or substances to be used, generated, stored or disposed of on, under or about, or transported to or from, the premises. The Tenant covenants and agrees that it shall, at its sole cost and expense, observe and otherwise comply with all environmental laws, including those of any federal, provincial and municipal government or other body relating to pollution or the protection of human health or the environment dealing with filings, registrations, emissions, discharges, releases or threatened releases of hazardous substances or materials containing hazardous substances, and hazardous substances shall include, but not be restricted to, any substance capable of posing a risk or damage to health, safety, property or the environment, and any substance from material now or hereafter declared, defined, or deemed to be regulated or controlled under any environmental law. In the event that the Landlord determines that the Tenant is in breach of its obligations in this article, the Landlord may without limiting any other rights or remedies, provide the Tenant with notice of breach and the Tenant shall commence to rectify such breach at the Tenant's sole cost and expense, and shall complete such rectification as soon as reasonably possible. If the Tenant creates or brings to the premises or other part of the Building any hazardous substance, it shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord, notwithstanding a degree of affixation to the premises or Building; and notwithstanding the expiry of the lease, the Tenant agrees to indemnify and save harmless the Landlord, its successors and assigns from and against any and all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, costs and expenses (including without limitation reasonable costs of professional advisors, consultants and experts and costs of remediation and clean-up) arising in any manner whatsoever out of any breach by the Tenant of this article, or any non-compliance by the Tenant of any environmental laws. This obligation shall survive the expiration or earlier termination of this lease.

**PROVIDED** nevertheless that it is understood that the Tenant will be using certain substances which are ordinarily used in an office environment including without limiting the foregoing photocopy toner and some cleaning products in common use in their work place - The Tenant will store, keep and use any such substances in strict compliance with all environmental laws and occupational health and safety laws and shall otherwise be bound by this Article 9.3 with respect to such substances.

**(3) ADDITIONAL CLAUSE REGARDING ENVIRONMENTAL MATTERS AND AIR QUALITY**

In consideration of the sum of \$5.00 paid by the Landlord to the Tenant, receipt whereof is hereby conclusively acknowledged:

**A. No Representation or Warranty**

- (i) The Landlord makes no warranty, representation or covenant with the Tenant that the Landlord is maintaining and at all times has maintained the building or property at 97 Kaulback Street, Lunenburg, N.S. (collectively referred to as the "Property") in accordance with and in compliance with all applicable requirements of federal, provincial, municipal, and local environmental, public health, and safety laws, occupational health and safety laws, regulations, orders, permits, licenses, approvals, ordinances, policies, guidelines, the Environment Act, S.N.S. 1994-95. c 1, as amended, standards and directives including without limitation all applicable requirements with respect to the ambient air quality of the Property or the quality of any materials or substances at the Property (hereinafter collectively referred to as the "Environmental Obligations"). Without limiting the foregoing, the Landlord makes no representations as to air quality within the premises. The Landlord makes no representations that there are no hazardous or dangerous substances in or about the premises and makes no representations as to air or material or substances quality in or about the premises. If an issue is raised by the Tenant with respect to air or materials or substances quality in or about the premises or hazardous or dangerous substances (not brought to the site by the Tenant) either of the parties may terminate the Lease upon 30 days written notice. This clause does not restrict the Landlord with respect to any remedies under Article 9.3 of this Lease.

**B. Tenant's Investigations**

- (ii) The Tenant shall and does hereby acknowledge, represent and warrant to the Landlord, which representation, warranty and acknowledgement shall survive the closing that:

- (a) that Landlord has afforded the Tenant the opportunity to conduct whatever inspections and investigations it deems advisable with respect to the Property, including without limitation, physical inspections, environmental inspections, air quality tests, soil and subsurface tests; investigations regarding any substances in or about the Property; and other investigations that it deems necessary.
- (b) The Tenant has, to its complete satisfaction, conducted all investigations, inspections, searches and test with respect to the Property that it has deemed necessary in its interest and has determined to lease the Property solely on the basis of such investigations, inspections, searches and tests; and

- (c) the Landlord has not made, does not make, and shall not be required to make or provide any warranty, representation or covenants and has and shall have no obligation, explicit or implied, to inform or advise the Tenant, with respect to any matters relating to the Property, including, without limitation, the fitness or suitability of the Lands for the uses intended by the Tenant or potential or existing environmental liabilities in relation to the Property, latent or otherwise (whether known or not), or with respect to the quality or condition of the Property, and the Landlord shall have no liability or obligation with respect to the value, state or condition of the Property, any deficiencies therein or repairs, replacements or other work required with respect thereto (environmental, structural or otherwise).

**C. Indemnity**

(iii) The Tenant hereby releases and agrees to indemnify, defend and hold harmless the Landlord, its agents, officers, directors, Mayor, Councillors, contractors, employees, successors and assigns, to the fullest extent permitted by law, from and against any and all claims, causes of action, or demands, in law or in equity, including but not limited to, all lien claims, administrative claims, claims for injunctive relief, claims of property damage, natural resources damages, nuisance claims, bodily injury (and/or death) claims, emotional distress claims, punitive damages, environmental response and cleanup costs, fines, penalties and expenses (including without limitation, counsel fees, legal fees on a solicitor and client basis, party and party costs, consultant fees and expert fees, costs and expenses incurred in investigating and defending against the assertion of such liabilities), which may be sustained, suffered or incurred by the Landlord, its agents, officers, directors, Mayor, Councillors, contractors, employees, successors and assigns and that arise out of or relate in any way to the Property, (and by whomsoever made, including without limiting the foregoing, by employees, licensees, or invitees of the Tenant) including, without limitation:

- (a) any breach of Environmental Obligations;
- (b) the release of any hazardous substances or contaminants or the presence of any hazardous substances or contaminants affecting the Property, including any loss of value of the Property to the Tenant (or affecting the health of any employee, licensee, or invitee or any other person) as a result of any of the foregoing;
- (c) any costs or removal or remedial action incurred by any authority having jurisdiction;
- (d) any matter relating to the air quality of the Property; or
- (e) any other environmental matter affecting the leased premises or the Property or the Tenant (or affecting the health of any employee, or licensee or invitee or any other person) within the jurisdiction of any lawful authority whether federal, provincial, municipal or otherwise.

- (iv) The foregoing indemnity shall survive the termination of the Lease.

**D. Allocation of Liability**

- (v) Except as otherwise provided herein, the Tenant shall be solely liable and shall indemnify, defend and hold harmless the Landlord from all obligations, claims and liabilities, whether asserted or unasserted, known or unknown, which in any manner result from or apply or relate to the Premises and all present and past uses thereof and operations and activities thereon of any person or entity, including the Landlord.

(vi) In particular, but not by way of limitation, the Tenant shall be solely liable and assume full responsibility for all obligations relative to environmental sampling, monitoring, reclamation, remedial activities, stabilization and maintenance of the Premises (and any other part of the Building for which it has a liability or responsibility under this Clause 9.3) as now or hereafter required by all federal, provincial or local regulatory agencies or authorities, and shall comply with all terms, conditions and requirements of any and all governmental permits, licenses, consents, approvals and authorizations transferred to the Tenant from Landlord or hereafter granted to the Tenant with regard to the Premises.

- (4) The provisions set out in this Clause 9.3 shall survive the expiration or earlier termination of the Term of this Lease.
- (5) Notwithstanding the generality of this Section 9.3, including the indemnities therein, in no circumstance shall the Tenant be responsible for any hazardous substances, Environmental Obligations, any costs of removal or remedial action, or any other environmental matter affecting the Premises or the Property or the Landlord which arose prior to the Tenant taking possession of the Premises.

#### 9.4 Recycling

- (1) The Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, by-laws, orders, and regulations of all provincial, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. Tenant shall sort and separate such waste products, garbage, refuse, and trash into such categories as provided by law. Each separately sorted category of waste products, garbage, refuse, and trash shall be placed in separate receptacles reasonably approved by the Landlord at such location at or near the Building as may be designated by the Landlord. Such separate receptacles may, at the Landlord's option, be removed from the Premises in accordance with a collection schedule prescribed by law. Also, at the Landlord's option, the Landlord may sort and separate all waste products, garbage, refuse and trash and charge the Tenant all costs involved in such recycling.

#### 9.5 Signs and Exterior Installations

- (1) The Tenant shall be entitled to one (1) identification sign at or near the entrance to the Building, subject to the prior written approval of the Landlord as to design, size and location, and to be installed at the Tenant's expense and in accordance with any uniform pattern of signs which may be adopted by the Landlord. The Landlord reserves the right to attend to such installation and bill the Tenant therefor. The Tenant shall, in respect of such sign, comply with all by-law requirements of the Town of Lunenburg.
- (2) The Tenant shall not, without the prior written consent of the Landlord, erect, install or maintain any sign, lettering, placard or any other advertising material of whatsoever nature or size, painted on, posted on or otherwise affixed to the exterior of the Building or the exterior of the Premises, or within the Common Areas and Facilities, or affixed to either side of any glass on the windows or doors of the Premises.
- (3) Interior and exterior directory signs shall be in accordance with the standard and design developed by the Town. Any such sign shall be procured by the Town and the Tenant shall reimburse the Town for the cost thereof, in the same manner as (and as additional) rent, and shall be added to the next monthly rental.

**9.6 Tenant Responsibility**

Notwithstanding any requirement for insurance in this Lease:

The Tenant shall be legally responsible for the actions and omissions of all persons using the Premises and the Building and the Property at 97 Kaulback Street through or under (or at the invitation of) the Tenant [including, without limiting the foregoing, Pre-Primary students, employees, guests, invitees and parents of students] with the intent that an act or omission of any of them shall be, by virtue of this clause, treated as if it were the act or omission of the Tenant.

This clause shall be in addition to, and not in substitution for, any remedies the Landlord may have against the other persons referred to herein.

**Article 10 — Maintenance, Repairs, Alterations****10.1 Tenant's Maintenance and Repair**

- (1) The Tenant shall, at all times and at its own expense, keep the Premises (including, without limitation, the plate glass in the windows and doors) and its contents, in a good and reasonable state of repair consistent with the general standards applicable to public buildings which are historically significant, [but shall not be responsible for any items that are within the Landlord's obligations pursuant to Article 10.1(2) or (3)], in a neat and tidy condition, painted and decorated. The Tenant recognizes that the Premises are in a heritage building which is historically significant and that it will be sensitive thereto.
- (2) The Landlord shall, at its own expense, make all reasonably needed repairs and replacements to the Premises and the Building arising from structural defects or weaknesses and all exterior repairs to the Building, and shall perform all such repairs and replacements with due diligence.
- (3) The Landlord shall be responsible, at its own expense, for any required replacement and for any required major capital repairs to all service and utility lines serving the Premises and to all heating, ventilation equipment that existed at the beginning of the Term, provided that all service and utility lines related thereto and any heating apparatus installed in the washroom constructed in Room 204b shall be the sole responsibility of the Tenant.

**10.2 Alterations by Tenant**

The Tenant acknowledges that the Building is a historical property and therefore the Tenant may not install leasehold improvements, alter existing leasehold improvements nor alter the Premises in any way (the "Alterations"), save and except for minor alterations which do not affect the structure, exterior walls, windows, roof or any of the Building systems or the aesthetics of the Premises, without the express prior written approval of the Landlord, which shall be at the Landlord's sole and absolute discretion and may be arbitrarily withheld. The Landlord confirms that the Tenant is entitled to construct a washroom to service the Premises in Room 204b. Notwithstanding anything to the contrary in this Lease, the Tenant shall not be obligated to remove or restore the washroom at the end of the Term.

All work done by the Tenant requires compliance with all Federal, Provincial and Municipal legislation, regulations and by-laws (and without limiting the foregoing, the Tenant shall obtain a Development Permit, Building Permit, and any other Permits, when required).

It is agreed that the Landlord has no obligation to make any interior renovations, and the Tenant shall be solely responsible for the fit up of the Premises.

**10.3 Construction Liens**

If any builder's lien or similar lien is filed or registered against the Leased Premises at any time as a result of the Tenant or any persons, individuals or corporation, claiming through, under or by virtue of the

Tenant, the Tenant shall procure its discharge within thirty (30) days after the lien has come to the notice of the Tenant, provided however, that if the Tenant desires to contest in good faith the amount or validity of the lien and shall have so notified the Landlord, and if the Tenant shall have paid into Court to the credit of any lien action the amount required to have the lien discharged plus costs if required, then the Tenant may defer payment of such lien claim for a period of time sufficient to enable the Tenant to contest the claim with due diligence, provided always that neither the Leased Premises nor the Tenant's leasehold interest therein shall thereby become liable to forfeiture or sale. The Landlord may, in its sole discretion, if the Tenant has failed to do so within such thirty (30) day period, pay into Court the amount required to discharge any lien filed or registered at any time against the Leased Premises and any amount paid by the Landlord in so doing together with all reasonable costs and expenses of the Landlord, including its legal costs on a solicitor-client basis, shall be paid to the Landlord by the Tenant forthwith upon demand.

#### **10.4 Entry**

The Landlord and persons authorized by it may enter the Premises at all reasonable times to examine the condition thereof. The Landlord and persons authorized by it may enter the Premises at all reasonable times, and at any time in case of emergency, for the purpose of effecting changes, repairs or alterations to any of the fixtures, equipment or systems contained in the Premises or adjacent thereto, or for the purpose of access to other parts of the Building, and may install fixtures, equipment and systems in the Premises for service to the Premises or other parts of the Building. [In addition, the Landlord and its employees, workmen and independent contractors, shall have access at all times without notice throughout the common areas to the attic and the roof. (Without restricting the generality of this right, this shall include but not be restricted to access for repairs, maintenance, servicing and/or operation of the paging and power system.)) In so doing, the Landlord shall interfere as little as possible with the Premises and the business of the Tenant, but shall not be liable to the Tenant with respect to any interference.

Without restricting the foregoing, the Landlord and persons authorized by it are authorized to do major renovations on the Building and/or the Premises during the Term and the Landlord shall not be liable to the Tenant or any third party for any interruptions to or disruption of the use of the Premises by the Tenant or third party.

**AND FURTHER PROVIDED THAT** if the Tenant and Landlord have not agreed to a new (or renewal of) Lease six months prior to the end of the Term or renewal period, as the case may be, the Landlord shall be entitled at any time upon reasonable prior notice to enter on the premises during normal business hours for the purpose of exhibiting same to prospective Tenants.

#### **10.5 Landlord's Repairs**

The Landlord shall make repairs to the structural elements of the Building, consisting of the foundations, exterior walls, structural floor, columns and bearing walls supporting or surrounding the Premises as, in the sole opinion of the Landlord, shall be required. The Landlord shall also service and repair the elevator. The Landlord shall effect any repairs for which it is responsible expeditiously in the circumstances, but shall not be liable for any damages, whether direct, indirect or consequential, to any person or property in respect of any non-repair or for failure to carry out repairs.

There shall be no abatement of Rent pending completion of or during the performance of repairs, (or during the renovations as referred to herein).

#### **10.6 Notice of Damage**

The Tenant shall endeavor to notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building as soon as the Tenant becomes aware thereof, regardless of whether or not the Landlord has any obligation to repair such damage.

**10.7 Damage to Building**

Notwithstanding any other clause of this Lease, if the Building, (including the lands on which the Building is situated) or any part thereof becomes damaged through the negligence, carelessness or misuse of the Tenant, its employees or agents, Pre-Primary students, licensors, guests or invitees, the Tenant shall be responsible for rectifying such damage, which rectification shall be performed by the Landlord at the cost and expense of the Tenant.

**Article 11 — Insurance and Liability****11.1 Tenant's Insurance**

- (A) **General Liability Insurance** - The Tenant will procure and maintain in full force throughout the term of the Lease or any renewal thereof, commercial general liability insurance with insurance companies acceptable to the Landlord protecting the Landlord and the Tenant against liability for bodily injury and death and for damage to and/or destruction of property by reason of any occurrence or accident in, or about the leased premises and Property, with liability coverage in an amount not less than Ten Million Dollars (\$10,000,000.00) (and such higher limits as the Landlord may reasonably require from time to time). The Landlord shall be added as an additional insured on the policy.
- (B) **Tenant's Legal Liability Insurance** - The Tenant will procure and maintain through the term of this Lease or any renewal thereof, legal liability insurance with a limit of not less than Five Million Dollars (\$5,000,000.00).
- (C) **Subrogation** - The Tenant shall have no claim against the Landlord's insurance for any damage the Tenant may suffer, and the Tenant shall require the insurers under the insurance in subsection (A) and (B) above to waive any rights of subrogation by the respective insurers against the Landlord, its officers, councilors, mayor, agents and employees. All such policies shall also contain a severability of interest clause, a cross-liability clause, and shall be primary and not call into contribution any other insurance available to the Landlord or any mortgagee of the Tenant.
- (D) **Evidence of Insurance** - The Tenant shall annually provide to the Landlord a Certificate of Insurance demonstrating that such insurance has been obtained and maintained, as herein provided and such insurances shall not be subject to cancellation or amendment except after at least thirty days prior written notice to the Landlord. All policies of the Tenant shall contain a term that the insurer will endeavor to give to the Landlord 30 days' notice of intent to cancel or amend. If the Tenant fails to comply with the requirements hereof to obtain or maintain insurance, the Landlord may, but is not required to, obtain such insurance and keep the same in effect and the Tenant shall pay to the Landlord the premium cost thereof as additional rent upon demand therefor. If the Landlord fails to obtain such insurance, the Tenant shall not have any claim or action against the Landlord for failing to obtain such insurance. Furthermore and notwithstanding the foregoing, if the Tenant fails to obtain such insurance after the expiration of ten days after notice of default by the Landlord in writing, then the Lease shall, at the option of the Landlord, forthwith be forfeited and determined.
- (E) **Premiums and Notification** - The Landlord shall not be responsible for the payment of any premiums with respect to any such insurance and shall not be responsible for notifying the insurer of the Tenant of any occurrence of accident in or around the leased premises.
- (F) The Tenant agrees to pay any increased premiums, costs, charges or rates assessed for commercial broad form property insurance of the Landlord which are attributable to or in any way arise out of the occupancy of the Premises by the Tenant, and further agrees to indemnify the Landlord from any such premiums, costs, charges or rates, and the Landlord may collect the same if unpaid as additional rent.

**11.2 Compliance with Landlord's Insurance**

The Tenant agrees that it and its employees, agents and invitees shall not keep, use, sell or offer for sale in or on the Premises any article or substance which may be prohibited by the insurance policies of the Landlord covering the Building, or do or omit, or permit to be done or omitted, anything which will cause any increase in the insurance premiums or the cancellation of any insurance policy of the Landlord. In the event any increase in premiums is caused by any breach of the foregoing or by any other activity of the Tenant, its employees, agents, Pre-Primary students, guests or licensees, or invitees outside of the use permitted under this Lease, the Tenant shall pay such increase to the Landlord forthwith on demand. If any insurance policy is cancelled or the coverage reduced or a threat of cancellation or reduction of coverage is made by reason of anything arising out of the use and occupation of the Premises (except the permitted use), whether or not the first sentence of this Section has been complied with, and if the Tenant fails to forthwith remedy the condition giving rise to such cancellation, reduction or threat, on notice thereof by the Landlord, the Landlord may enter the Premises and remedy the condition at the sole cost and expense of the Tenant, and in addition or in the alternative, the Landlord may exercise any other remedies provided in this Lease or by law for default by the Tenant without further notice, any other provision in this Lease notwithstanding.

### 11.3 Indemnity

The Tenant shall indemnify and save harmless the Landlord against any and all claims, actions, causes of action, damages, demands for damages, losses, costs and other liabilities and expenses [including, without limitation, those in connection with bodily injury (including death), personal injury, illness or discomfort or damage to (or loss of or destruction of) property (including the Landlord's property) and legal fees on a solicitor and client basis] due to or arising from or out of any occurrence in, on or at the Premises, Common Areas or Facilities or Property occasioned or caused wholly or in part by any act or omission (whether negligent or not) of the Tenant or any person for whom in law it is responsible [or any licensee, invitee (including, without limiting the foregoing, Pre-Primary Student, parent, or other person in charge of or visiting, or there in connection with or picking up or dropping off a Pre-Primary student or there in connection with the program or the Tenant), or guest or anyone attending at the Lunenburg Academy property related to the Tenant's use of (or lease of ) the Premises]; except only to the extent that it is caused by the negligence or willful act of the Landlord or any person for whom the Landlord is in law responsible.

### 11.4 Landlord Not Liable

Notwithstanding anything else contained in this Lease, in no event, whether or not the result of the wilful act or the negligence of the Landlord, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Landlord be liable for:

- (a) damage to property of the Tenant or others located on the Premises or in the Building;
- (b) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Building or from the water, steam or drainage pipes or plumbing works of the Building or from any other place or quarter; or
- (b) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
- (c) any indirect or consequential damages suffered by the Tenant (or any other person).

### 11.5 Landlord's Insurance

The Landlord shall, throughout the Term, maintain insurance on the Building, and the machinery, boilers, pressure vessels and equipment contained therein (other than insurance on any property which the Tenant is obliged to insure under the provisions of Section 11.1 and other than any insurance which other tenants are obliged to maintain under the provisions of their leases) against damage by fire, explosion, rupture and such other perils and in such amounts and with such insurers as the Landlord may, in its sole

discretion, determine. The Landlord shall carry liability insurance for injury, death and property damage in such amounts as it deems prudent. The Tenant shall not be an insured under the Landlord's policies, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds. The Landlord shall annually provide to the Tenant a Certificate of Insurance demonstrating that such insurance has been obtained and maintained as herein provided.

#### **11.6 Extended Meaning**

Any and all release and indemnity clauses included in this Lease are for the benefit of the Landlord, its officers, mayor, councilors, employees and independent contractors, and agents of each one of them and, for the purposes of such clauses, the Landlord is acting as agent or trustee on behalf of and for the benefit of the persons mentioned above.

### **Article 12 — Transfers by Tenant**

#### **12.1 Consent Required**

The Tenant shall not assign, sublet, transfer, set over, mortgage, charge or part with or share possession of all or any part of the Premises or of this Lease (any of the foregoing being a "Transfer") without the Landlord's written approval, at its sole and absolute discretion (and which may be arbitrarily refused).

### **Article 13 -Default**

#### **13.1 Defaults and Remedies**

If any of the following shall occur:

- (a) the Tenant fails to pay any Rent or other sums due hereunder when due, and if such Rent or other sums are not paid within five (5) days after written notice is given by the Landlord to the Tenant of such non-payment;
- (b) the Tenant breaches any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 13.1, after notice in writing from the Landlord:
  - (i) the Tenant fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or (ii) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenant fails to commence to remedy such breach within ten (10) days of such breach or thereafter fails to proceed diligently to remedy such breach;
- (c) a writ of execution issues against the Tenant, or if the Term or any of the goods, chattels or equipment of the Tenant are taken in execution or attachment or seized by any creditor of the Tenant, whether secured or otherwise; or
- (d) the Tenant becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, or becomes involved in voluntary or involuntary winding up proceedings, or if a receiver is appointed by the court or by any creditor for the business, property, affairs or revenues of the Tenant,

then, and in every such case, the Landlord may, in addition to any other rights or remedies it may have under other provisions of this Lease or by law, at its option, exercise all or any of the following remedies:

- (f) the Landlord may perform any obligation which the Tenant should have performed or cause the same to be performed, and for such purpose may enter on the Premises and do such things thereon as the Landlord considers requisite without effecting a termination of this Lease;

- (g) the Landlord may enter the Premises and distrain on the goods and chattels of the Tenant, or may remove and sell the goods, chattels and equipment of the Tenant without any notice or form of legal process, any rule of law to the contrary notwithstanding, and the Landlord may seize and sell the goods and chattels and the equipment, whether they are within the Premises or at any place to which the Tenant or any other person may have removed them in the same manner as if they had remained and been distrained on in the Premises, and the Landlord may follow the goods and chattels for the maximum period permitted by law, and any sale by the Landlord may, in its sole discretion, be effected by public auction or private contract and either in bulk or by individual items, or partly by one means and partly by the other;
- (h) the Landlord may remove the goods, chattels, equipment and fixtures of the Tenant from the Premises and store them in a public warehouse or elsewhere at the cost of and for the account of the Tenant;
- (i) in order to relet, the Landlord may take possession of the Premises as agent of the Tenant and effect such alterations and repairs as it deems necessary or advisable for the purpose of such reletting, and it may relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and on such other terms and conditions as the Landlord, in its sole discretion, may deem advisable. Upon such reletting, all rentals received by the Landlord from such reletting shall be applied: first to the payment of the Landlord's costs and expenses of such reletting and costs of such alterations and repairs; second to the payment of any indebtedness other than Rent due from the Tenant to the Landlord; third to the payment of arrears of Rent; fourth to the payment of Rent as it falls due; and the residue, if any, shall be held by the Landlord without interest until the end of the Term and applied from time to time in payment of Rent as the same may become due and payable, and any residue remaining at the end of the Term shall be held for the Tenant. No such reletting nor the receipt of any such rentals from any new tenant, nor the creation of the relation of landlord and tenant between the Landlord and any party to whom the Premises may have been relet, shall have the effect of exonerating the Tenant from its obligations to pay Rent hereunder as it falls due or of in any way terminating this Lease;
- (j) the Landlord may terminate this Lease by commencing an action for possession or for termination of the Lease or by notice to the Tenant. Such termination may be effected either at or after the time of the breach or at any later time and notwithstanding that the Landlord may have exercised any of its other remedies, including that set out under Section 13.1(i). In the event that the Landlord or anyone claiming under it or to whom it has rented the Premises is in possession under the provisions of Section 13.1(i), the Landlord may at any time terminate this Lease by notice to the Tenant, and thereafter any then existing or later lease of the Premises shall be for the account of the Landlord notwithstanding that such Lease may originally have been entered into as agent for the Tenant. If the Landlord enters the Premises without notice to the Tenant as to whether it is terminating this Lease under Section 13.1(j) or proceeding under Section 13.1(i) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 13.1(i) and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant;
- (k) at the option of the Landlord, the full amount of the current month's Rent and the next ensuing three (3) months' Rent shall accelerate and shall immediately become due and payable. For the purpose of this Section 13.1(k), where any of the items of Rent are not known, definite or established at the time of the exercise of such option by the Landlord,

the acceleration in respect of such items shall be equal to three (3) times the average monthly instalment during the full twelve (12) month period preceding such acceleration, or if there has not been a full twelve (12) month period, it shall be equal to three (3) times the average monthly instalment since the beginning of the Term; and

- (1) on any termination for default, all fixtures, Tenant's improvements or other installations in the Premises which in law are fixtures or a part of the realty or are attached, affixed to or incorporated into or with the immovable properties situated in or on the Building, and which are not the property of the Landlord, shall, at the Landlord's option, forthwith become the property of the Landlord, and whether or not such fixtures are in the nature of Tenant's trade fixtures and whether or not they would be removable by the Tenant at the expiry of the Term if there had been no default.

### 13.2 Interest and Costs

Whenever the Landlord takes any proceedings, sends any notices, does any work, or otherwise incurs any expense or trouble or takes any action with respect to any default by the Tenant, and whether or not legal proceedings are commenced or considered in consequence of such default, and whether or not this Lease is terminated, the Landlord shall be entitled to be paid by the Tenant forthwith on demand, in addition to any other amounts which may be payable or owing hereunder, all of the following:

- (a) the cost of effecting any repairs or performing any obligation of the Tenant;
- (b) the Landlord's costs and expenses in preparing the Premises for reletting in such manner as, in its sole discretion, it deems necessary or advisable;
- (c) unless established by an independent third party to be an unreasonable claim on the part of the Landlord or unless agreed to otherwise by agreement between the parties, the Landlord's court costs, collection costs and legal fees on a solicitor and his own client basis;
- (d) interest on rent or any other amounts overdue under the terms of this Lease and on any moneys expended by the Landlord in consequence of any default by the Tenant at the rate per annum equal to the prime rate of interest charged by the Landlord's chartered bank plus two percent (2%); and
- (e) a charge of fifty dollars (\$50) for each cheque of the Tenant which is returned to the Landlord because of insufficient funds in the Tenant's account; and
- (f) any other costs, charges or expenses which the Landlord incurs or to which it is put, and which would not have been necessary at the time at which they were incurred but for the default of the Tenant.

Without restricting the generality of the foregoing, and in addition to the foregoing: The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

### 13.3 Waiver by Tenant

Notwithstanding anything contained in any statute at the present time or in the future in force, the Tenant agrees with the Landlord that none of the Tenant's goods or chattels on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and that the Landlord may follow the Tenant's goods or chattels without limitation of time, and that on any termination of this Lease by the Landlord under the terms hereof, the Landlord may enter or take possession of the Premises without judicial order, a writ of possession or any other legal process, and without notice to the Tenant except as provided under this Lease. The Tenant waives all and every benefit that could or might have accrued to the Tenant, but for this Section, by virtue of any present or future statute dealing with the matters set out in this Section. The Tenant agrees that on any claim being made for an exemption from levy by distress,

or that the Landlord must proceed by judicial process to obtain possession, or with respect to any of the other rights dealt with herein, this Section may be pleaded as an estoppel against the Tenant in any action brought in which the rights of the Landlord to take the steps set out in this Section are in question.

#### **13.4 Enforcement by Landlord**

The failure by the Landlord to enforce any term, covenant or obligation of the Tenant contained herein shall not be deemed to be a waiver of such term, covenant or obligation, or permission for any subsequent breach of the same, and the Landlord may at any time enforce such term, covenant or obligation. The waiver by the Landlord of any breach of any term, covenant or obligation hereof shall not be deemed to be a waiver of such term, covenant or obligation with respect to any subsequent breach. No term, covenant or obligation of the Tenant contained in this Lease may be waived by the Landlord, unless such waiver is in writing executed by the Landlord. The acceptance of Rent by the Landlord subsequent to any such breach shall not be deemed to be a waiver of such breach, whether or not the Landlord had knowledge of the breach at the time of acceptance of the Rent.

#### **13.5 Remedies Cumulative**

Notwithstanding any other provision of this Lease, the Landlord may, from time to time, resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

### **Article 14 — End of Term**

#### **14.1 Expiration**

On the expiration of the Term, the Tenant shall surrender and yield up the Premises to the Landlord in as good condition as the Tenant is required to maintain the Premises throughout the Term and the Tenant shall deliver to the Landlord all keys to the Premises and the Building and the combination of all locks, safes and vaults, if any, in the Premises.

#### **14.2 Removal at End of Term**

Subject to any alterations or leasehold improvements made to the Premises that have been approved by the Landlord prior to or during the Term of the Lease, the Tenant shall on any surrender of possession of the Premises remove such of its fixtures, leasehold improvements and equipment which are incorporated into, affixed or attached with permanency to and which have become a part of the realty or immoveable property comprising the Building, as the Landlord may require. In effecting such removal the Tenant shall repair any damage caused to the Premises or any parts of the Building. Any of the fixtures, leasehold improvements and equipment which are not required to be removed by the Landlord shall on surrender of possession by the Tenant become the sole and exclusive property of the Landlord without payment to the Tenant. Notwithstanding the foregoing, where required by the Landlord, the Tenant shall return the Premises to the condition in which it existed at the beginning of the Term. Subject to the foregoing, when not in default at the expiration of the Term, the Tenant may remove its furniture and trade fixtures.

#### **14.3 Surviving Obligations**

On any termination of this Lease, the Tenant's right of possession shall cease and terminate, but the obligations of the parties with respect to payment of Rent, covenants not performed at the date of such termination, indemnification, or any other obligations which, by their nature or by reason of the circumstances at the time of such termination, are not completely performed prior to such termination, shall remain in full force and effect until satisfied. It is agreed, however, that in no event shall the Tenant

have any interest in or right to possession of the Premises or any part of the Building after the termination of this Lease.

#### 14.4 Overholding

If the Tenant remains in possession of the Premises after the end of the Term with the consent of the Landlord and without the execution and delivery of a new lease or without having entered into negotiations for a new lease, which negotiations will be evidenced in writing, then there shall be no tacit renewal of the Lease or renewal or extension of the Term, nor shall a tenancy from year to year be created, but notwithstanding any statutory provisions to the contrary, a monthly tenancy shall be created, which may be terminated by either party on one (1) month's notice. Rent shall be payable in advance on the first day of each month equal to the sum of:

- (a) two hundred percent (200%) of the monthly instalment of Gross Rent payable during the last year of the Term; and
- (b) one twelfth (1/12) of the amount of all other items of Rent determined in the same manner as if the Lease had been renewed for the year of which any such month is a part, and otherwise on the terms and conditions set out in this Lease, insofar as they are applicable; and
- (c) HST on the foregoing.

### Article 15 — Miscellaneous

#### 15.1 Force Majeure

Notwithstanding anything herein contained, neither the Landlord nor the Tenant shall be in default with respect to the performance of any of the terms of this Lease if any non-performance is due to any strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the control of the party relying on this Section (other than lack of or inability to obtain financial resources by such party) provided nevertheless that notwithstanding the foregoing, the discontinuance by the Province of Nova Scotia of the pre-primary program shall not excuse the Tenant from the performance of the terms of the lease (including, without limiting the foregoing, the payment of rent). Otherwise, time shall be of the essence of this Lease and all the obligations contained herein. The provisions of this Section 15.1 shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease.

#### 15.2 Entire Agreement

This Lease contains the entire agreement between the parties and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth herein. Notwithstanding the terms thereof, this Lease fully replaces and supersedes any offer, agreement, letter, letter of intent or other contractual arrangement between the parties related to the Premises or the Building in existence at the time of execution of this Lease.

#### 15.3 Severability

If any term, article, section, subsection, paragraph, clause or subclause or any of the words contained in this Lease shall be held wholly or partially invalid or unenforceable by any court of competent jurisdiction, the Landlord and Tenant agree that the remainder of this Lease shall not be affected by such judicial holding, but shall remain in full force and effect.

#### 15.4 Captions

The captions, Article and Section names and numbers and table of contents appearing in this Lease are for convenience of reference only, and in no way define, limit or describe the scope or intent of any portion of this Lease and have no effect on its interpretation.

**15.5 Extended Meanings**

The word "Tenant" as used herein shall include each and every person or corporation mentioned as Tenant herein and its successors and permitted sub-tenants or permitted assigns. Where the context allows, with respect to obligations of the Tenant the word "Tenant" shall include the servants, employees, agents, invitees, Pre-Primary students and their parents, and licensees of the Tenant and all others over whom the Tenant might reasonably be expected to exercise control. This extended meaning shall not confer any rights where any required consent has not been duly obtained. The word "Landlord" as used in this Lease shall be deemed to include the successors and assigns of the Landlord. The Landlord may act through such managers, representatives, officers, agents or employees as it may from time to time appoint. All references to the Landlord or the Tenant or others under this Lease shall be construed and adjusted for the applicable gender and number, regardless of the gender and number in which they are expressed. All provisions of this Lease creating obligations on any party shall be deemed to be and shall be construed as covenants.

**15.6 Notices**

- (1) Any notice required or permitted under this Lease may be sufficiently given to the following addresses:

To the Landlord: PO Box 129  
119 Cumberland St  
Lunenburg, Nova Scotia B0J 2C0  
Attention: Chief Administrative Officer

To the Tenant: South Shore Regional Centre for Education  
69 Wentzell Drive  
Bridgewater, NS B4V 0A2

- (2) Any party may by notice in writing to the others from time to time designate another address in Canada to which notices given more than ten (10) days thereafter shall be addressed. Notices shall be sufficiently given if delivered or if sent by prepaid registered mail from any place in Canada to such address. Service on the Regional Executive Director or the Director of Finance or the Coordination of Assessment and Quality Instruction or the Coordination of Operations of the Tenant shall be deemed service on the Tenant. Any notice so delivered shall be deemed to have been given when delivered, and any notice so mailed shall be deemed to have been given on the third day after mailing; provided, however, that in the event of an interruption of mail services at the time of such mailing or within three (3) days thereafter, by reason of strike, wildcat strike, lock-out, industrial dispute or other reason, whether of the foregoing nature or not, the notice shall not be deemed to have been received until it is actually delivered, whether by mail or otherwise.
- (3) The contact information for the Tenant should issues arise concerning the premises is:  
Andy Selig (Coordinator of Operations) at 902-523-4063

**15.7 No Lease Prior to Execution**

The submission of this Lease for examination by the Tenant, whether or not executed by the Landlord, shall not constitute an offer or agreement. Nor shall there be any obligation on the part of the Landlord towards the Tenant hereunder, until the Lease has been fully executed and delivered by both the Landlord and the Tenant.

**15.8 Governing Law**

This agreement shall be construed in accordance with and governed by the laws of the Province of Nova Scotia.

**15.9 No Joint Venture**

Nothing herein contained shall be deemed or construed by the parties hereto or any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that the parties hereto stand in the relationship of Landlord and Tenant only.

[Signature page to follow]

IN WITNESS WHEREOF the parties have duly executed this Lease as of the day and year first written above.

**SOUTH SHORE REGIONAL CENTRE FOR EDUCATION**

[Signature]  
Witness

Per: [Signature]  
Name:  
Title:

[Signature]  
Witness

Per: [Signature]  
Name:  
Title:

**TOWN OF LUNENBURG**

[Signature]  
Witness

Per: [Signature]  
Name: Rachel Bailey  
Title: Mayor

[Signature]  
Witness

Per: [Signature]  
Name: Ben Renton, Clerk  
Title: [Signature]  
[Affix Municipal Seal]

Canada  
Province of Nova Scotia  
County of Lunenburg

Affidavit

I, Wade Tattrie, of Halifax, in the Halifax Regional Municipality and Province of Nova Scotia, make oath and say as follows:

1. That I am the Director of Finance of the South Shore Regional Centre for Education (SSRCE).
2. The Minister of Education and Early Childhood Development is constituted a corporation sole as the South Shore Regional Centre for Education ("SSRCE") pursuant to S. 54 of the Education Reform (2018) Act.
3. The SSRCE has the capacity to enter into the attached Lease, and I have authority to execute this Lease on behalf of the SSRCE and thereby bind it.
4. That the undersigned acknowledges that the foregoing Lease was executed on the 26 day of June, 2019;
5. That the SSRCE has given authorization that this Lease can be signed without a corporate seal (or other seal for the said body) and it is to have effect as if said seal was embossed over the signature.

Sworn to at Bridgewater, in the Province of Nova Scotia on this 26 day of June, 2019 before me:

Lori Ferraina

A Barrister of the Supreme Court of Nova Scotia  
Or  
A Commissioner of Oaths of the Supreme Court of Nova Scotia  
Or  
A Notary Public in and for the Province of Nova Scotia

Wade Tattrie  
Wade Tattrie

**Lori Ferraina**  
A Commissioner of the  
Supreme Court of Nova Scotia

Canada  
Province of Nova Scotia  
County of Lunenburg

## Affidavit

I, Paul Ash, of Halifax, in the County of Halifax  
and Province of Nova Scotia, make oath and say as follows:

1. That I am the Regional Executive Director of the South Shore Regional Centre for Education (SSRCE).
2. The Minister of Education and Early Childhood Development is constituted a corporation sole as the South Shore Regional Centre for Education ("SSRCE") pursuant to S. 54 of the Education Reform (2018) Act.
3. The SSRCE has the capacity to enter into the attached Lease, and I have authority to execute this Lease on behalf of the SSRCE and thereby bind it.
4. That the undersigned acknowledges that the foregoing Lease was executed on the 26 day of June, 2019;
5. That the SSRCE has given authorization that this Lease can be signed without a corporate seal (or other seal for the said body) and it is to have effect as if said seal was embossed over the signature.

Sworn to at Bridgewater, in the Province of Nova Scotia on this 26 day of June, 2019 before me:



A Barrister of the Supreme  
Court of Nova Scotia

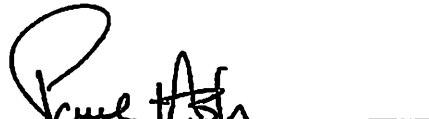
Or

A Commissioner of Oaths of the  
Supreme Court of Nova Scotia

Or

A Notary Public in and for the  
Province of Nova Scotia

**Lori Ferralna**  
A Commissioner of the  
Supreme Court of Nova Scotia

  
Print name: Paul Ash

**AFFIDAVIT OF EXECUTION**

**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG**

ON this 16<sup>th</sup> day of April, 2019 before me, the subscriber personally came and appeared, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that the Town of Lunenburg, therein named, duly executed the same in his presence by affixing thereto its Municipal Seal, identified by the signatures of its Mayor and Manager/Clerk.

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

PETER ROBERT

**CERTIFICATE OF EXECUTION**

**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG**

I certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the Town of Lunenburg one of the parties mentioned in the foregoing and annexed Indenture, signed and sealed the said Indenture in my presence by affixing its Municipal Seal, identified by the signatures of its Mayor and Manager/Clerk.

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

**Schedule "A"**

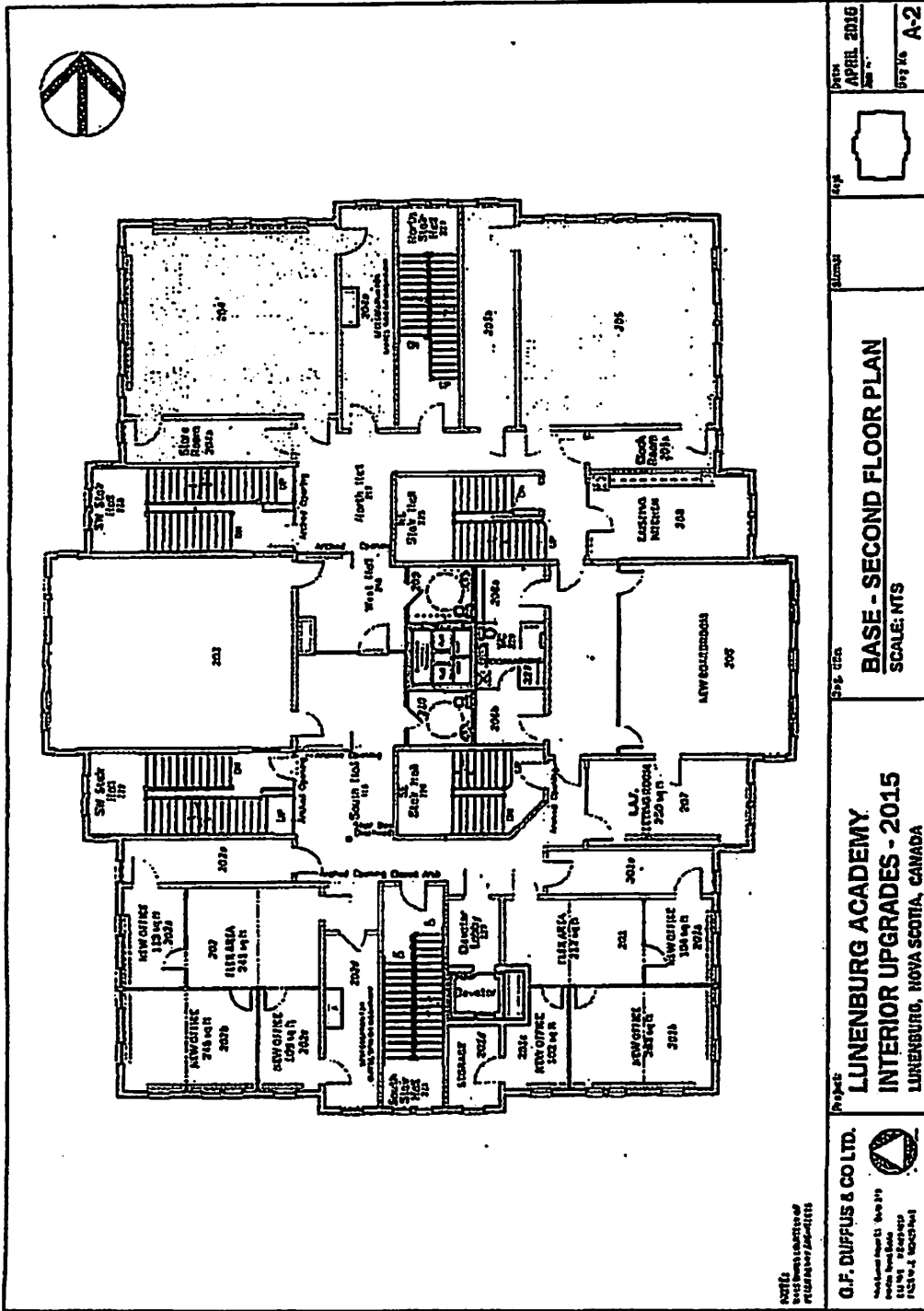
**Description of Building**

**The building located at 97 Kaulback Street, Lunenburg, Nova Scotia B0J 2C0 known as Lunenburg Academy located on property shown as PID 60058831 in Nova Scotia Property Online.**

**Schedule "B"**

**Description/Plan of Premises**

\_\_\_\_\_



NOTE:  
 ALL DIMENSIONS ARE IN METERS  
 UNLESS OTHERWISE SPECIFIED

**O.F. DUFFUS & CO LTD.**

Architectural Firm  
 1000 Highway 101, Suite 101  
 Lunenburg, Nova Scotia  
 P1A 2S4, CANADA

Project

**LUNENBURG ACADEMY  
 INTERIOR UPGRADES - 2015**  
 LUNENBURG, NOVA SCOTIA, CANADA

Sheet

**BASE - SECOND FLOOR PLAN**  
 SCALE: NTS

Drawn

4/15

DATE

APRIL 2016

OFFICE

A-2

## Schedule "C"

## Rules and Regulations

1. **Ingress or Egress**  
The sidewalks, entrances, elevators, stairways or corridors of the Building shall not be obstructed by the Tenant or used by it for any purpose other than ingress and egress to and from the Premises. The Tenant shall not place or allow to be placed in the hallways, corridors or stairways any waste paper, dust, garbage, refuse or anything whatsoever that tends to make them appear unclean or untidy.
2. **Windows**  
Windows that reflect or admit light into halls or corridors in the Building shall not be covered or obstructed by the Tenant or any of its employees and no awning shall be erected over any window without the written consent of the Landlord. The Tenant shall observe strict care not to allow windows admitting light into the Premises to be opened or remain open so as to admit rain or snow, or so as to interfere with the heating of the Premises or of the Building.
3. **Washrooms**  
The toilets and other plumbing apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to the toilets and other plumbing apparatus from misuse shall be borne by the Tenant who or whose employees [or students or other persons attending the premises] caused it.
4. **Locks**  
The Tenant shall not place or allow to be kept or placed on any door in, on or leading into the Premises any lock or bolt except such locks or bolts as the Landlord shall, in the exercise of reasonable discretion, provide. The Tenant shall bear the cost of repairing all locks damaged or destroyed by the Tenant, its employees and agents.
5. **Heavy Articles**  
The Tenant agrees that it shall not bring into the Building or the Premises any safes or other heavy articles without having first obtained the consent in writing of the Landlord, which consent shall be subject to such conditions, directions and stipulations as the Landlord may in its sole and absolute discretion deem proper to impose.
6. **Machines and Mechanical Devices**  
The Tenant shall not bring or allow to be brought into the Premises any machine or mechanical device of a nature to occasion noise or vibration which, in the opinion of the Landlord, is objectionable or would be injurious to the Building.
7. **Caretaking**  
The Landlord will only provide cleaning services for the common areas (including washrooms). The Tenant shall be responsible for the cleaning of the premises.
8. **Walls**  
The Tenant shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors, wood, stone or ironwork. Boring, cutting or stringing of wires or pipes shall not be permitted, except with the prior written consent of the Landlord.

- 9. Wiring**  
Wiring for all purposes is to be run in the under floor ducts provided for that purpose. Inserts and stand-pipes for each telephone will be installed by the Landlord. Other services required by the Tenant, and to which the Landlord has given its consent, will be supplied and installed by the Landlord at the Tenant's expense. Changes and additions required by the Tenant will be made by the Landlord at the Tenant's expense. Additional lighting fixtures and changes in position of fixtures already installed to which the Landlord has given its consent will be made at the expense of the Tenant.
- 10. Use of Premises**  
No person shall use the Premises or any part thereof for sleeping apartments or for residential or any immoral or unlawful purpose (or for any purpose other than the purposes specifically provided in its Lease).
- 11. Glass, Locks and Trimmings**  
All glass, locks and trimmings in or on the doors or windows affording access to or admitting light into the Premises or any part thereof shall be kept whole by the Tenant. Whenever any part thereof shall become broken, the Tenant shall immediately cause the same to be replaced or repaired by some person or persons selected by the Landlord to the satisfaction of the Landlord, and such replacement or repairs shall be paid for by the Tenant.
- 12. Bicycles**  
No bicycles or other vehicles shall be brought within the Building.
- 13. Musical or Sound-Producing Devices**  
The Tenant shall not operate or permit to be operated any musical or sound-producing instrument or device inside or outside the Premises which may be heard outside the Premises.
- 14. Window Drapes**  
The lining of all window drapes of exterior windows shall be subject to the prior approval of the Landlord as to colour and material and the Tenant shall not hang, and will remove, any draperies which, in the Landlord's opinion, do not conform to a uniform scheme of window coverings established for the Building.
- 15. Name of Building**  
The Tenant shall not refer to the Building by any name other than that designated from time to time by the Landlord nor use the name of the Building for any purpose other than that of the business address of the Tenant.
- 16. The Tenant shall not use any open flame including, without limiting the generality of the foregoing, blow torch(es) in the building.**
- 17. The primary contact for the Landlord when the Tenant has building maintenance issues or questions shall be Paul Bracken, Facilities Superintendent 902-523-4979 (email: [pbracken@explorelunenburg.ca](mailto:pbracken@explorelunenburg.ca)) or Peter Baker 902-523-4114 (email: [pbaker@explorelunenburg.ca](mailto:pbaker@explorelunenburg.ca)). Any questions on the substance of the lease shall be directed to Bea Renton, Manager/Clerk 902-527-7604 (email: [brenton@explorelunenburg.ca](mailto:brenton@explorelunenburg.ca)).**

THIS LEASE AMENDMENT AGREEMENT effective as of the 1<sup>st</sup> day of March, 2020.

BETWEEN:

**TOWN OF LUNENBURG**, a municipal body corporate;

(hereinafter called the "LANDLORD" or the "TOWN")

OF THE FIRST PART

-and-

**SOUTH SHORE REGIONAL CENTRE FOR EDUCATION**, a corporation sole pursuant to Section 54 of the Education Reform (2018) Act;

(hereinafter called the "TENANT" or "SSRCE")

OF THE SECOND PART

WHEREAS:

- A. The Landlord and Tenant entered into a Lease made as of the 26<sup>th</sup> day of June, 2019 (the "Lease") for premises at Lunenburg Academy, 97 Kaulbach Street in Lunenburg;
- B. The parties wish to amend the Lease to have additional space added to the premises covered by the Lease.

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree and covenant as follows:

1. The term "Premises" in Article 1.1(f) of the Lease shall be amended by deleting the semicolon at the end thereof and adding:

"and the Kitchen, Bathroom, West Hall, Entry Hall, North Hall, and East Hall on the second floor of the Building which are contained within the bold outlined area on Schedule "D" attached thereto".

2. Article 4.1 – Gross Rent shall be amended by adding:

", Kitchen, Bathroom, West Hall, Entry Hall, North Hall, and East Hall"

in the box under "Premises", deleting "\$45,888.00" in the box under "Per Annum" and substituting "\$60,978.00" therefor, and deleting "\$3824.00" in the box under "Per Month" and substituting "\$5081.50" therefor.

For greater certainty, this rent shall still increase on August 1, 2020 by the percentage increase in the Consumer Price Index for the preceding year (2019) in accordance with the existing provisions of Article 4.1.

3. Article 4.2 shall be amended by deleting the words “(which includes toilet paper, paper towels and soap)” in the second line thereof. The following words shall be added to the end of article 4.2:

“There will be an additional charge of \$30.00 plus HST per month for washroom toilet paper, paper towels and soap supplies in addition to the gross rent referred to in section 4.1. This amount shall be deemed to be part of the gross rent for the premises and for greater certainty and without limiting the foregoing, all remedies in relation to overdue rent shall apply thereto”.

4. Article 7.4 shall be amended as follows:

- a. The title shall be changed from “Use of Shared Kitchen” to “Use of Kitchen”.
- b. The text of Article 7.4 shall be deleted with the exception of the following 2 sentences:

“The Landlord cannot guarantee that the Kitchen will be free of allergens, including, without limiting the foregoing, peanuts, and the Tenant uses the kitchen at their own risk. The Tenant will maintain and/or replace any appliances used by them”.

5. Article 8.1 shall be amended by adding the following paragraph after the first paragraph of Article 8.1:

“The stairwell doors and hall doors cannot be locked unless the Provincial Fire Marshall, the Town Fire Inspector, and the Town Building Inspector all agree otherwise and after the inspectors have each provided written confirmation of same to the Landlord. It is the responsibility of the Tenant to contact the Provincial Fire Marshall”.

The other tenants on the second floor of the Lunenburg Academy may access the washroom within the premises which are the subject of this lease if the other adjacent washroom on the second floor is out of service.

Other tenants on the second floor may have occasional access to the kitchen with the prior approval of the pre-primary teacher(s).”

6. The following Article shall be added as Article 8.2 of the Lease:

“Notwithstanding anything in this Lease, the Tenant agrees that any person shall be entitled to have access to the hallways contained within the definition of Premises in this Lease for the purposes of egress of the Building in the event of a fire or other emergency. The Tenant agrees that it will not add any doors in the hallways or lock any hallway doors (although it may add a buzzer or other audible or visual device to alert the Tenant that a person is entering the Premises)”.

7. In all other respects, the Lease is hereby confirmed.

8. Legal Costs

The Tenant shall pay to the Landlord forthwith upon the execution of this Lease, an amount equal to that portion of the Town's legal costs associated with the negotiation, preparation, and execution of this Lease Amendment Agreement, if any, which exceed the sum of \$500.00.

IN WITNESS WHEREOF the parties hereto have executed this Lease Amendment Agreement as of the date first written above.

SIGNED, SEALED AND DELIVERED in the presence of:

**SOUTH SHORE REGIONAL CENTRE FOR  
EDUCATION**

*[Signature]*  
Witness

Per: *Paul Ash*  
Name: Paul Ash  
Title: Regional Executive Director

*[Signature]*  
Witness

Per: *Brenda Lee-Richard*  
Name: Brenda Lee-Richard  
Title: Acting Director  
of Finance

[Affix Corporate Seal]

**TOWN OF LUDENBURG**

*Kelly Judd*  
Witness

Per: *[Signature]*  
Name:  
Title:

*Kelly Judd*  
Witness

Per: *[Signature]*  
Name: Beth Reardon  
Title: CAO

[Affix Municipal Seal]

AFFIDAVIT OF EXECUTION

PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG

ON THIS 12<sup>th</sup> day of February, A.D., 2021, before me, the subscriber personally came and appeared Kelly Jardine a subscribing witness to the foregoing Lease Amendment Agreement, who having been by me duly sworn, made oath and said that the Town of Lunenburg, one of the parties thereto, duly executed the said Lease Amendment Agreement by affixing its municipal seal thereto, identified by the hands of its Mayor and Manager/Clerk in h.c. presence.

  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

PATRICK A. BURKE, Q.C.  
A BARRISTER OF THE SUPREME  
COURT OF NOVA SCOTIA

CERTIFICATE OF EXECUTION

PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG

I CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the Town of Lunenburg, one of the parties mentioned in the foregoing and annexed Lease Amendment Agreement, executed the said Lease Amendment Agreement by affixing its municipal seal thereto, identified by the hands of its Mayor and Manager/Clerk in my presence and I have signed as a witness to such execution.

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

AFFIDAVIT OF EXECUTION

PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG

ON THIS 3 day of February, A.D., 2021, before me, the subscriber personally came and appeared Jeff DeWolfe a subscribing witness to the foregoing Lease Amendment Agreement, who having been by me duly sworn, made oath and said that the **South Shore Regional Centre for Education**, a corporation sole, one of the parties thereto, duly executed the said Lease Amendment Agreement by affixing its corporate seal thereto, identified by the hands of its proper and authorized officer(s) in that behalf in his presence.



A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

**Lori Ferraina**  
A Commissioner of the  
Supreme Court of Nova Scotia

CERTIFICATE OF EXECUTION

PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG

I CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the **South Shore Regional Centre for Education**, a corporation sole, one of the parties mentioned in the foregoing and annexed Lease Amendment Agreement, executed the said Lease Amendment Agreement by affixing its corporate seal thereto, identified by the hands of its proper and authorized officer(s) in that behalf in my presence and I have signed as a witness to such execution.

A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

**Motion of Council**

Town of Lunenburg

Re: SSCRE Lunenburg Academy Lease – Second Lease Amendment Agreement

April 13, 2021

Moved by \_\_\_\_\_ and seconded by \_\_\_\_\_:

That the Town shall enter into the Second Lease Amendment Agreement with South Shore Regional Centre for Education (SSRCE) in the form attached hereto as Schedule SSRCE1 and the Mayor and Manager/Clerk are authorized to execute the document on behalf of the Town and affix the municipal seal thereto.

Schedule SSRCE1

THIS SECOND LEASE AMENDMENT AGREEMENT effective as of the 1<sup>st</sup> day of April, 2021.

BETWEEN:

**TOWN OF LUNENBURG**, a municipal body corporate;

(hereinafter called the "LANDLORD" or the "TOWN")

OF THE FIRST PART

-and-

**SOUTH SHORE REGIONAL CENTRE FOR EDUCATION**, a corporation sole pursuant to Section 54 of the Education Reform (2018) Act;

(hereinafter called the "TENANT" or "SSRCE")

OF THE SECOND PART

WHEREAS:

- A. The Landlord and Tenant entered into a Lease made as of the 26<sup>th</sup> day of June, 2019 for premises at Lunenburg Academy, 97 Kaulbach Street in Lunenburg;
- B. The Landlord and Tenant entered into a Lease Amendment Agreement effective as of the 1<sup>st</sup> day of March, 2020;
- C. The parties wish to amend the Lease to extend the term for 2 more years;
- D. The term "Lease" as used herein refers to the original Lease made as of the 26<sup>th</sup> day of June, 2019 as amended by the Lease Amendment Agreement effective as of the 1<sup>st</sup> day of March, 2020.

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree and covenant as follows:

- 1. Clause 2.2 (Term) of the Lease shall be amended by changing the number and word "2 years" in the second line thereof to "4 years", and by changing "2021" in the third line to "2023".
- 2. The Table of Contents shall be amended to change "2.3 Option to Renew" to "2.3 Renewal".
- 3. Clause 2.3 (Option to Renew) shall be deleted and the following clause substituted thereof:

**"2.3 Renewal**

The parties may mutually agree in writing to renew this Lease for up to three 1-year renewal terms on the same terms and conditions as provided herein, [subject to annual Consumer Price Index increases in rent, and such other changes as are required of the

Schedule SSRCE1

context (including, without limiting the generality of the foregoing, references to calendar years and dates)].”

4. Legal Costs

The Tenant shall pay to the Landlord forthwith upon the execution of this Amendment Agreement, an amount equal to that portion of the Town’s legal costs associated with the negotiation, preparation, and execution of this Second Lease Amendment Agreement, if any, which exceed the sum of \$500.00.

5. In all other respects, the Lease is hereby confirmed.

IN WITNESS WHEREOF the parties hereto have executed this Second Lease Amendment Agreement as of the date first written above.

SIGNED, SEALED AND DELIVERED in the presence of:

**SOUTH SHORE REGIONAL CENTRE FOR EDUCATION**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[Affix Corporate Seal]**

**TOWN OF LUNENBURG**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[Affix Municipal Seal]**

AFFIDAVIT OF EXECUTION

PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2021, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing Second Lease Amendment Agreement, who having been by me duly sworn, made oath and said that the **Town of Lunenburg**, one of the parties thereto, duly executed the said Second Lease Amendment Agreement by affixing its municipal seal thereto, identified by the hands of its Mayor and Manager/Clerk in h\_\_ presence.

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

CERTIFICATE OF EXECUTION

PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG

I CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the **Town of Lunenburg**, one of the parties mentioned in the foregoing and annexed Second Lease Amendment Agreement, executed the said Second Lease Amendment Agreement by affixing its municipal seal thereto, identified by the hands of its Mayor and Manager/Clerk in my presence and I have signed as a witness to such execution.

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

Schedule SSRCE1

AFFIDAVIT OF EXECUTION

PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG

ON THIS \_\_\_\_ day of \_\_\_\_\_, A.D., 2021, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing Second Lease Amendment Agreement, who having been by me duly sworn, made oath and said that the **South Shore Regional Centre for Education**, a corporation sole, one of the parties thereto, duly executed the said Second Lease Amendment Agreement by affixing its corporate seal thereto, identified by the hands of its proper and authorized officer(s) in that behalf in h presence.

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

CERTIFICATE OF EXECUTION

PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG

I CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2021, the **South Shore Regional Centre for Education**, a corporation sole, one of the parties mentioned in the foregoing and annexed Second Lease Amendment Agreement, executed the said Second Lease Amendment Agreement by affixing its corporate seal thereto, identified by the hands of its proper and authorized officer(s) in that behalf in my presence and I have signed as a witness to such execution.

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

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