

TOWN OF LUNENBURG COUNCIL MEETING MINUTES

TUESDAY, OCTOBER 12, 2021 AT 6:00 P.M.

LUNENBURG COUNCIL CHAMBER, 120 TOWNSEND STREET

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: Patrick Burke, Q.C., Town Solicitor
Lisa Dagley, CPA, CGA, Finance Director
Heather McCallum, Assistant Municipal Clerk
Bea Renton, Chief Administrative Officer

1. Call to Order

The Mayor called the meeting to order at 6:00 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

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

4. September 27 and 28, 2021 Council Meeting Minutes

Motion: moved and seconded approval of the September 27 and 28, 2021 Council meeting minutes. Motion carried.

5. Public Hearings, Presentations and Questions (Nil)

6. Correspondence, Petitions and Proclamations Consideration (Nil)

7. Business Arising from the Minutes/Unfinished Business (Nil)

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

9. New Business (Nil)

10. Meet in camera

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

- Sale of Town Land at 17 Tannery Road; and
- 97 Kaulbach Street Leases.

Motion carried.

6:02 p.m. – 6:24 p.m. – Council held a recess and then met in camera.

11. Resumption of Council meeting in public session

The public portion of the Council meeting resumed at 6:24 p.m. The following Council in camera meeting recommendations were considered by Council.

a. 17 Tannery Road, Annex Building, Private Members Bill

Motion: moved and seconded that the Town request that the Bill attached hereto as SAI be passed by the Nova Scotia Legislative Assembly and the Solicitor and/or CAO are authorized to do such acts as may be advisable to ensure that the Bill is passed.

Motion carried.

b. SSRCE Lunenburg Academy First Floor Lease Termination and Second Floor Lease for an Additional Classroom Amendment Agreement

Motion: moved and seconded that the Town enter into a Lease Amendment Agreement with the South Shore Regional Centre for Education (SSRCE) in the form attached hereto as Schedule SSRCE I (first floor termination) and the CAO/Clerk is authorized to execute the agreement on behalf of the Town and affix the municipal seal thereto. The Town shall enter into a Third Lease Amendment Agreement with the South Shore Regional Centre for Education (SSRCE) in the form attached hereto as Schedule SSRCE2 (second floor additional classroom) and the Mayor and CAO/Clerk are authorized to execute the agreement on behalf of the Town and affix the municipal seal thereto. Motion carried.

c. Request of Cheryl Lamerson for Free Use of Lunenburg Academy Classroom 101 or 206 for a Memorial Event for Brigadier General Hellstrom

Motion: moved and seconded that Lunenburg Academy Classroom 101 or 206 be provided free of charge on October 16, 2021 for a memorial event. Motion carried.

12. Adjournment

The meeting was adjourned at 6:26 p.m. by the Mayor.

Heather McCallum, Assistant Municipal Clerk

SA1

An Act to Clarify the Title to Town of Lunenburg School Annex Lands on the Tannery Road

Be it enacted by the Governor and Assembly as follows:

1 This Act may be cited as the *Town of Lunenburg School Annex Lands Act*.

2 Notwithstanding any enactment and subject to any existing lease executed by the Town of Lunenburg, the lands described in the Schedule are vested in the Town of Lunenburg in fee simple.

3 Notwithstanding any enactment or any absence of subdivision approval, the lands described in the Schedule are a single lot.

4 This Act does not affect any right of Lunenburg Foundry & Engineering Limited, the occupier of two abutting areas shown on the Plan of Survey referenced in the Schedule, to maintain its existing chain link fence along the common boundary lines in its present location.

SCHEDULE

ALL and singular that certain parcel or tract of land, situated, lying and being at Town of Lunenburg, Lunenburg County, Nova Scotia, being designated Lot TOL1, and more particularly shown on Plan 20,153, prepared by Berrigan Surveys Limited, Nova Scotia Land Surveyors, dated October 8, 2021, which said lot may be more particularly described as follows:

BEGINNING at a point marked by a survey marker, marking the northeastern side line of Tannery Road, which said point marks the northwestern corner of the herein described lot, the southwestern corner of property of AGL Group Holdings Limited and being located at a bearing of South 23 degrees 32 minutes 20.4 seconds East (grid bearings) for a distance of 13202.76 feet from Nova Scotia High Precision Network Coordinate Monument No. 216725.

THENCE from said point so located North 44 degrees 16 minutes 26 seconds East along a southeastern side line of said AGL Group Holdings Limited property, 88.25 feet to a survey marker, marking the most northern corner of the herein described lot.

THENCE South 45 degrees 42 minutes 16 seconds East along a southwestern side line of said AGL Group Holdings Limited property, 111.66 feet to a survey marker.

THENCE North 39 degrees 09 minutes 10 seconds East along the southeastern side line of said AGL Group Holdings Limited property, 54.25 feet to a survey marker, marking a northeastern corner of the herein described lot and the southwestern side line of Parcel 2016-3, property of H.M. In Right of Canada.

THENCE South 05 degrees 40 minutes 28 seconds East along Parcel 2016-3, 18.34 feet to a survey marker.

THENCE South 35 degrees 03 minutes 46 seconds West along the northwestern side line of area occupied by Lunenburg Foundry & Engineering Limited, 32.96 feet to a survey marker.

THENCE South 40 degrees 00 minutes 02 seconds West along the northwestern side line of Parcel 2016-2, 19.25 feet to a survey marker.

DRAFT 2021-10-12

THENCE South 16 degrees 59 minutes 18 seconds West along the northwestern side line of Parcel 2016-2, 7.19 feet to a survey marker.

THENCE South 32 degrees 52 minutes 20 seconds West along the northwestern side line of area occupied by Lunenburg Foundry & Engineering Limited, 60.72 feet to a survey marker.

THENCE South 50 degrees 59 minutes 12 seconds East along the southwestern side line of area occupied by Lunenburg Foundry & Engineering Limited, 35.83 feet to a survey marker, marking an eastern corner of the herein described lot and the northwestern corner of property of Lunenburg Foundry & Engineering Limited.

THENCE South 40 degrees 20 minutes 05 seconds West along the northwestern side line of said Lunenburg Foundry & Engineering Limited property, 15.54 feet to a survey marker.

THENCE South 40 degrees 55 minutes 52 seconds West along the northwestern side line of said Lunenburg Foundry & Engineering Limited property, 49.51 feet to a survey marker, marking the most northern corner of Parcel B, property of Lunenburg Foundry & Engineering Limited.

THENCE South 40 degrees 50 minutes 23 seconds West along the northwestern side line of Parcel B, 39.87 feet to a survey marker, marking the most northern corner of Lot A, property of Colin Whitcomb & Susan MacCallum-Whitcomb.

THENCE South 40 degrees 46 minutes 12 seconds West along the northwestern side line of Lot A, 4.02 feet to a survey marker.

THENCE South 38 degrees 10 minutes 08 seconds West along the northwestern side line of Lot A, 55.31 feet to a point, marking the most southern corner of the herein described lot and the northeastern side line of Tannery Road.

THENCE North 09 degrees 37 minutes 48 seconds West along the northeastern side line of Tannery Road, 35.10 feet to a point.

THENCE North 00 degrees 05 minutes 25 seconds East along the eastern side line of Tannery Road, 29.75 feet to a point.

THENCE continuing North 00 degrees 05 minutes 25 seconds East along the eastern side line of Tannery Road, 70.82 feet to a point.

THENCE northwesterly along the northeastern side line of Tannery Road, along the arc of a curve to the left, having a radius of 205.15 feet, an arc distance of 108.92 feet to a survey marker, marking the place of beginning, tie line between the last two mentioned survey markers described as North 15 degrees 05 minutes 36 seconds West for a distance of 107.64 feet.

The herein described lot of land contains an area of 24,555 square feet.

Together with any easements appurtenant thereto.

Subject to any right which may exist, for the owners from time to time of the house at 37 Tannery Road in the existing pipe leading from the footing drain at the said house to a sewer line on Lot TOL1, the approximate location of which is shown on the aforesaid Plan of Survey as "Approximate Location of Basement Stormwater drain".

Subject to a 15.00 feet wide access right of way in favour of PID 60053246, as described in Document No. 118770081.

Subject to a 25 feet wide right of way in favour of Lunenburg Foundry & Engineering Limited as described in Book



THIS LEASE AMENDMENT AGREEMENT dated the ____ day of _____, 2021.

BETWEEN:

TOWN OF LUNENBURG, a municipal body corporate;

DRAFT

(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 the parties entered into a Lease (the "Lease") dated the **3rd day of September, 2021** for the premises known as **Rooms 101 and 101a** on the **first floor** of the Academy building in Lunenburg.

AND WHEREAS the Tenant wishes to have early termination of the lease as it will be leasing additional rooms on the second floor of the building.

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. This Lease Amendment Agreement shall **only** have effect upon and after the execution by the Town and SSRCE of the Third Lease Amendment Agreement (which adds additional rooms to the second floor Academy lease between the parties).
2. Notwithstanding Clause 2.4 of the Lease, the parties agree that Clause 2.2 of the Lease shall be amended so that the term of the lease shall end on the 31st day of October, 2021.
3. Clause 2.3 of the Lease shall be deleted.

4. The gross rent in Clause 4.1 of the Lease shall be adjusted to reflect the termination of the Lease on October 31, 2021.

5. The parties agree that upon the termination of this lease, the Tenant shall surrender up the premises in a neat, clean, and tidy condition.

6. 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 Third Lease Amendment Agreement, if any, which exceed the sum of \$500.00.

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

IN WITNESS WHEREOF the parties hereto have executed this Lease Amendment Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

SOUTH SHORE REGIONAL CENTRE FOR EDUCATION

Witness

Per: _____
Name: _____
Title: _____

DRAFT

Witness

Per: _____
Name: _____
Title: _____

[Affix Corporate Seal]

TOWN OF LUNENBURG

Witness

Per: _____
Name: Bea Renton
Title: CAO

[Affix Municipal Seal]

THIS THIRD LEASE AMENDMENT AGREEMENT effective as of the 1st day of November, 2021.

BETWEEN:

TOWN OF LUNENBURG, a municipal body corporate;

DRAFT

(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 26th day of June, 2019, for premises on the second floor at Lunenburg Academy, 97 Kaulbach Street in Lunenburg;
- B. The Landlord and Tenant entered into a Lease Amendment Agreement effective as of the 1st day of March, 2020, (the First Lease Amendment Agreement);
- C. The Landlord and Tenant entered into a Second Lease Amendment Agreement effective as of the 1st day of April, 2021, (the Second Lease Amendment Agreement);

- D. The term “Lease” as used herein refers to the original Lease made as of the 26th day of June, 2019 as amended by the Lease Amendment Agreement effective as of the 1st day of March, 2020 and the Second Lease Amendment Agreement effective as of the 1st day of April, 2021.
- E. The parties wish to clarify certain omissions and typographical errors, and an omission of Schedule D from the First Lease Amendment Agreement, which through oversight, was not attached to the executed document, but had previously been agreed to, and wish to add additional premises on the 2nd Floor of the Academy;

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. The attached Schedule D is the Schedule D intended to be referred to in the Lease Amendment Agreement effective as of the 1st day of March, 2020 (the First Lease Amendment Agreement) and shall be deemed to have been attached to the executed First Lease Amendment Agreement as and from the date of execution thereof and shall form part thereof.
- 2. Article 1.1(f) - Premises shall be amended by adding: “and Rooms 206, 206a, 206b, 227, and 228 which are depicted on Schedule E attached hereto”.
- 3. Article 4.1 – Rent shall be amended by adding “Room 206, 206a, 206b, 227, and 228,” in the box under “Premises” and deleting “\$60,978.00” in the box under “Per Annum” and substituting “\$85,520.52”, and deleting “5801.50” in the box “Per Month” and substituting “7126.71” therefor.

For greater certainty, this rent shall increase on August 1, 2022 by the percentage increase in the Consumer Price Index for the preceding year (2021) in accordance with the existing provisions in Article 4.1.

- 4. The said lease shall be amended by renumbering the Janitorial Services clause from Article 4.2 to 4.1A.
- 5. The said Article 4.1A – Janitorial Services (formerly 4.2) shall be amended by deleting the first 3 sentences of that Clause and inserting the following sentences in place thereof:

“In addition to the gross rent referred to in Article 4.1, the Tenant shall also pay the amount of \$1995.00 plus HST per month for janitorial services for the premises which will be supplied by the Landlord (which amount will increase from time to time by the additional amount(s) incurred by the Landlord to provide the Janitorial Services). The amount charged by the Landlord for Janitorial Services shall be deemed to be additional gross rent for the premises and for greater certainty, and without limiting the foregoing, all remedies in relation to overdue rent shall apply thereto. Notwithstanding the terms of this paragraph, the Tenant may elect at any time to arrange for their own cleaning staff and pay for same (and in such event, any other terms of this lease referencing the provision of janitorial services by the Landlord, shall be amended to reflect this change).”

- 6. The said Article 4.1A – Janitorial Services (formerly 4.2) shall be amended to delete the sum “\$30.00” in the second last sentence (which had been added to the lease by virtue of the First Amendment Agreement effective as of the 1st day of March, 2020) and substituting therefor the sum “\$45.00”.

- 7. Article 4.1.1(c) and Article 4.1.1(d) shall be amended by deleting “4.2(b)” in the first line of each of the said subsections and substituting “4.1.1(b)” therefor.
- 8. The second Article 7.4 of the Lease – Construction of Washroom shall be re-numbered as “7.4A” and shall be amended by deleting the words “The pre-primary students” at the beginning of the second sentence thereof and inserting the words “Notwithstanding any other provisions of this lease, all pre-primary students and staff” in their place.
- 9. In all other respects, the Lease is hereby confirmed.
- 10. 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 Third Lease Amendment Agreement, if any, which exceed the sum of \$500.00.

IN WITNESS WHEREOF the parties hereto have executed this Third Lease Amendment Agreement effective 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: _____

DRAFT

Witness

Per: _____
Name: _____
Title: _____

[Affix Corporate Seal]

TOWN OF LUNENBURG

Witness

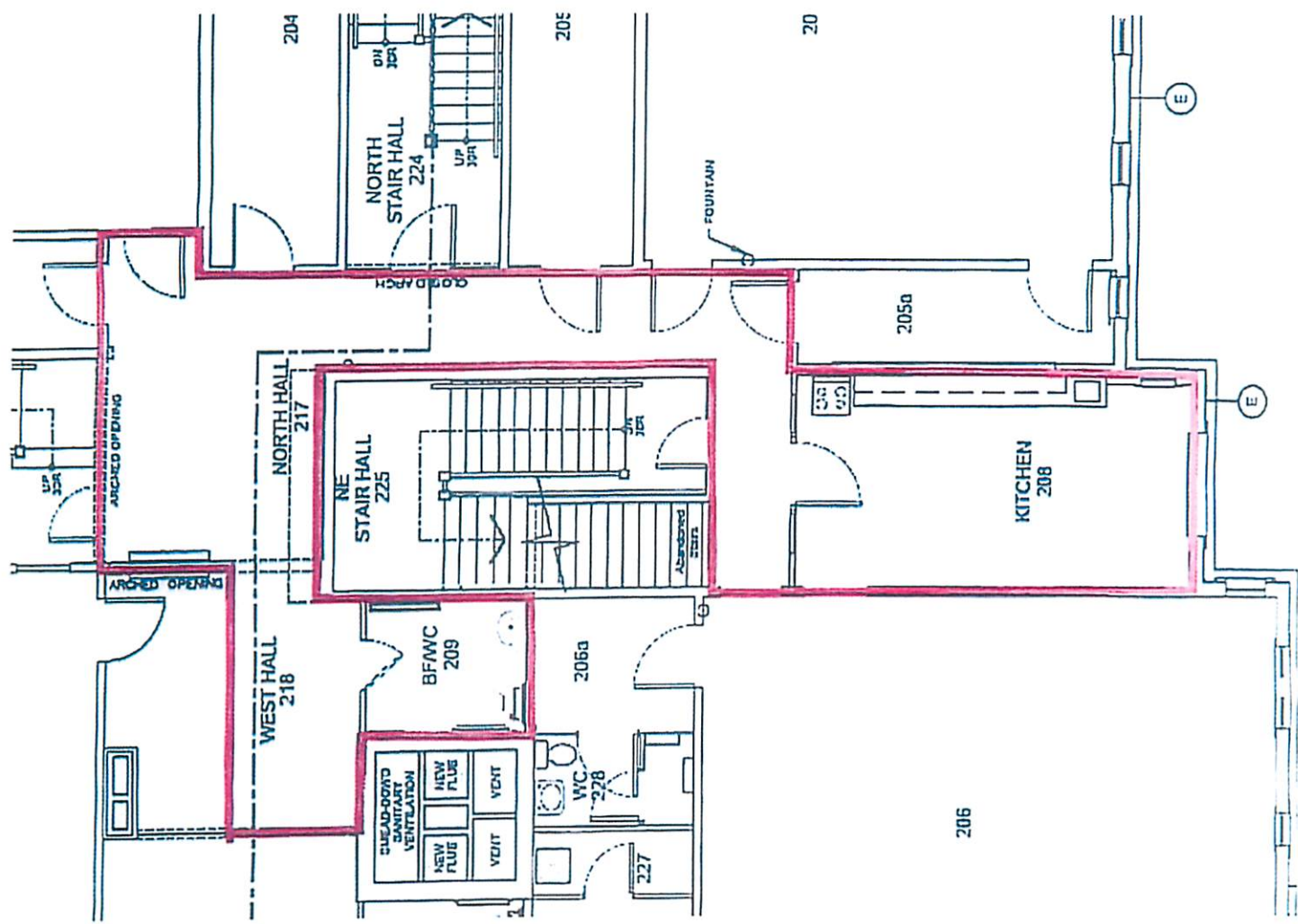
Per: _____
Name: _____
Title: _____

Witness

Per: _____
Name: _____
Title: _____

[Affix Municipal Seal]

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