



1. CALL TO ORDER

2. LAND ACKNOWLEDGEMENT

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

3. APPROVAL OF AGENDA

Draft motion: Moved and seconded that Council approve the agenda for the March 28, 2023 meeting as presented.

4. APPROVAL OF MINUTES

Draft motion: Moved and seconded that Council approve the minutes of the March 14, 2023 meeting as presented.

5. PUBLIC HEARINGS, PRESENTATIONS AND QUESTIONS

5.1 Accessibility Act Update – Dawn Stegan and Terri Lynn Almeda, Accessibility Directorate

6. CORRESPONDENCE, PETITIONS AND PROCLAMATIONS CONSIDERATION

6.1 Comments on the Proposed Vending By-law – four letters

- Lunenburg Board of Trade
- Cameron Levy
- Steve and Elsa Costie, Lunenburg Subway
- Alexander Pittman

6.2 Blockhouse Hill RFP – Sue Kashanski

7. BUSINESS ARISING FROM THE MINUTES/UNFINISHED BUSINESS

8. COMMITTEE MEETING MINUTES, RECOMMENDATIONS, REPORTS & NOTICES OF MOTION

9. NEW BUSINESS

9.1 Town Hall Exterior – Destructive Testing

Draft motion: Moved and seconded that Council approve the carry-over of the Town Hall Exterior Restoration Tender Package project (original budget \$95,000) to the 2023/24 fiscal year with a budget increase of \$3,415 for a total revised budget of \$98,415; and that the additional costs be funded from the Deed Transfer Tax Reserve.

9.2 Purchase and Installation of a Furnace for the Armouries Building

Draft motion: Moved and seconded that Council approve the emergency purchase and installation costs of a new furnace for the Armouries Building in the amount of \$13,000 + HST, as approved by the CAO; and that the project be funded from the Water Depreciation Reserve.

9.3 Finalizing the Sale of 17 Tannery Road

Draft motions: Moved and seconded

That the property at 17 Tannery Road known as Lot TOL-3 and represented on Nova Scotia Property Online by PID No. 60725470, subject to the easement burdens (and together with the easement benefit) shown in the Parcel Register, is no longer required for the purposes of the Town.

That the Town confirms and adopts the easements dated March 8, 2023 and registered as document no. 122157929 and 122158042 respectively in the Land Registration Office.

That Council is satisfied that \$450,000 represents market value for the said property.

That the Town approves and adopts the Agreement of Purchase and Sale with 3264241 Nova Scotia Limited signed by the CAO except that the property will be subject to the easement burdens (and have the easement benefit) shown in the parcel register.

That the Mayor and CAO are authorized to execute the deed and other documentation to complete the transaction on behalf of the Town, and to affix the municipal seal thereto.

That the CAO is authorized to extend the date for the closing for a period of up to one month if he, in his opinion, feels that it is advisable to do so.

9.4 Dissolution of Project Lunenburg Steering Committee

Draft motion: Moved and seconded that Council dissolve the Comprehensive Community Plan Project Steering Team as it has fulfilled its purpose as set out in its Terms of Reference.

9.5 Potable Water Quality Test Results: October to December 2022 – information report

9.6 Wastewater Quality Test Results: October to December 2022 – information report

10. IN CAMERA MEETING

Draft motion: Moved and seconded that Council meet in camera at _____ p.m. to consider the following matters pursuant to section 22 (2), Municipal Government Act:

- Contract negotiations
- Acquisition, sale, lease and security of municipal property

11. RESUMPTION OF COUNCIL MEETING IN PUBLIC SESSION

Motion to consider any in camera meeting notices of motion and/or recommendations pursuant to section 22 (3), Municipal Government Act.

12. ADJOURNMENT

TOWN OF LUNENBURG
COUNCIL MEETING MINUTES
 March 14, 2023 | 6 pm
 Lunenburg Town Hall – Council Chamber



Present	Mayor Matt Risser, Deputy Mayor Peter Mosher, Councillors Stephen Ernst, Ed Halverson, Jenni Birtles and Susan Sanford
Absent	Councillor Melissa Duggan
Also present	Jamie Doyle, Chief Administrative Officer Tyson Joyce, Director of Public Works Arthur MacDonald, Director of Community Development Trevor Hume, Planning Development Officer Michael Best, Communications Manager Kayla Byrne, Municipal Clerk
Call to Order	The Mayor called the meeting to order at 6 p.m.
Land acknowledgment	The Mayor recognized Lunenburg's location on the unceded territory of the Mi'kmaq people.
Funding announcement	The Mayor acknowledged a funding announcement made on March 13, 2023. The announcement was that the Town of Lunenburg will receive more than \$7-million in provincial and federal wastewater infrastructure funding.
Approval of Agenda	Moved and seconded that Council approve the agenda for the March 14, 2023 meeting as presented. Motion carried unanimously
Approval of Minutes	Moved and seconded that Council approve the minutes of the February 28, 2023 meeting as presented. Motion carried unanimously
Public Hearings, Presentations and Questions	None.
Correspondence, Petitions and	None.

Proclamations
Consideration

Cornwallis Street
Renaming Update

The CAO noted that staff have received more than 300 submissions to the Cornwallis Street Renaming Survey. Staff are still in the process of sorting the suggestions. A report on the survey results will be presented to Council in the near future.

Amendment to
Land Use By-Law

Moved and seconded that Council approve first reading of the proposed amendments to the Land Use By-law by deleting Schedule "G" Vending as outlined in the Planner's report.

Motion carried unanimously

Second reading and a public hearing for this proposed amendment is scheduled for the April 11, 2023 Council meeting.

Amendment to
MPS and LUB to
Delete
Architectural
Control Areas

Moved and seconded that Council approve first reading of the proposed amendments to the Municipal Planning Strategy and Land Use By-law to delete the Architectural Control Areas and Schedule "F" Heritage Conservation District and Architectural Control Area Map as outlined in the Planner's report.

Motion carried unanimously

Second reading and a public hearing for these proposed amendments will be scheduled for a future Council meeting.

2023 Provincial
Volunteer
Representative

Moved and seconded that Council award Jamie Ernst as the 2023 Provincial Volunteer Award Representative for the Town of Lunenburg.

Motion carried unanimously

Adjournment

There being no further business, the March 14, 2023 Council meeting adjourned at 6:15 p.m.

Minutes were read and approved.

Accessibility Act Update to the Town of Lunenburg

Accessibility Directorate

Dawn Stegen, Executive Director

Terri Lynn Almeda, Manager

March 28, 2023

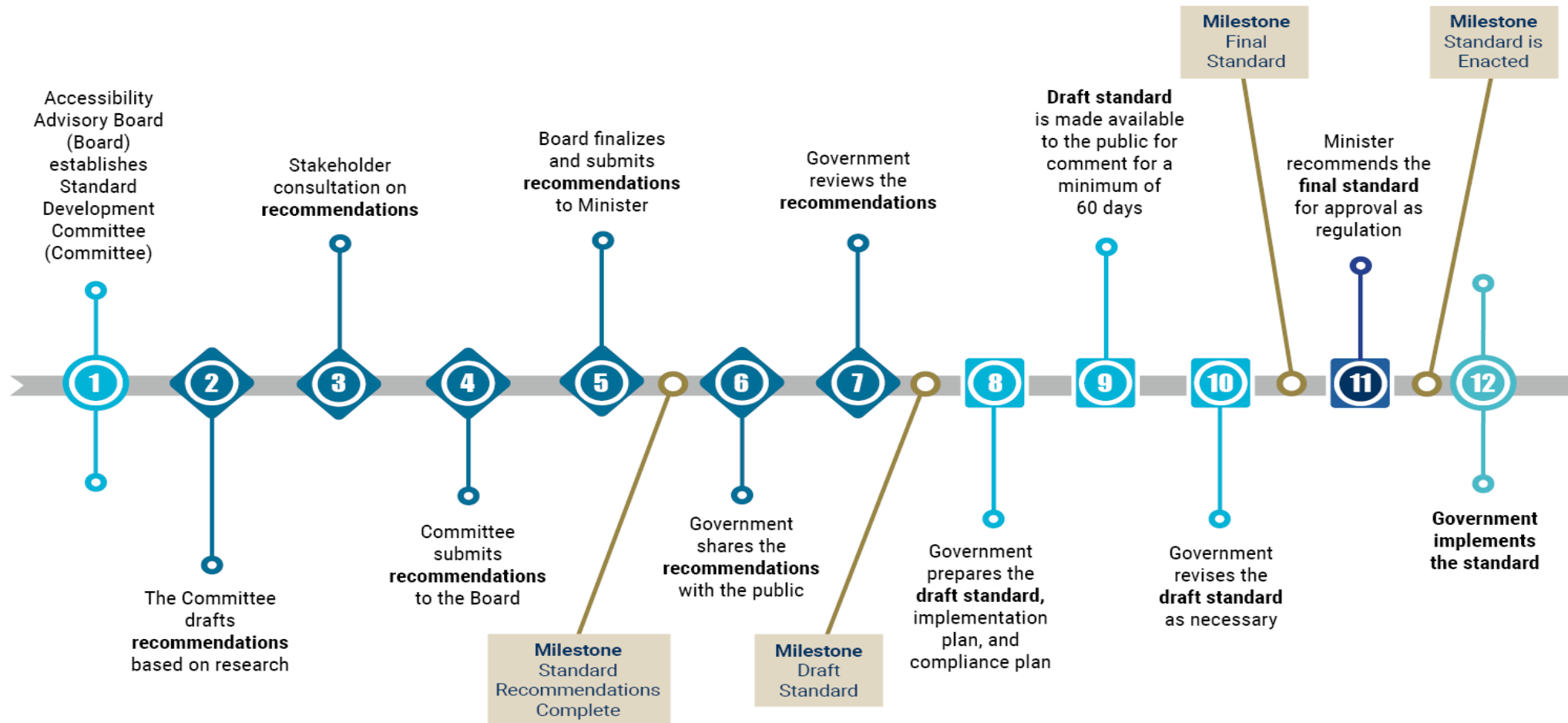


Background

- Accessibility Act – September 18, 2017
- 3rd province in Canada
- Set a goal of an accessible province by 2030
- Access by Design 2030 – implementation strategy
 - Standards
 - Awareness and Capacity Building
 - Collaboration and Support
 - Compliance and Support
 - Monitoring and Evaluation
 - Government of Nova Scotia – Leading by Example



Standards Development & Implementation Process



Definitions

Standard - A set of rules that government, businesses and other organizations must follow.

Accessibility Advisory Board - A group of community members who have been appointed to the Board provide advice and recommendations to the Minister of Justice about ways to make Nova Scotia accessible. Most of the members are people with disabilities.

Standard Development Committee - A group of experts from the community and government who have experience in areas like architecture, urban planning, engineering, and accessibility. Most of the members are people with disabilities.

Standard Development – Built Environment

4

- 2019 - 2021: Standard Development Committee prepared recommendations in two phases
- 2020 & 2021: Recommendations were submitted to the Minister of Justice for development into an accessibility standard.
- 2021 - 2023: Interdepartmental Working Group drafting standard, implementation plan, and compliance plan
- Late Spring 2023: Post publicly for comment (min. 60 days)
- 2024 onward: Standard is enacted and implemented.

Standard Development

- 2. Education** Standard Development Committee submitted recommendations to Minister in two phases: 2020 and January 2023. Government beginning to review the recommendations.
- 3. Employment** Standard Development committee established and working on recommendations
- 4. Goods and Services** Standard Development Committee recruitment closed in February, membership will be announced in spring
- 5. Public Transportation and Transportation Infrastructure** - work will begin later in 2023
- 6. Information and Communications** – work will begin in 2024

Awareness and Capacity Building

- **Access includes everyone** public awareness campaign
- Website: ***accessible.novascotia.ca***
- Photography campaign
- Access Awareness Week (May 28-June 3)
- Disability Employment Awareness Month (October)
- International Day of Persons with Disabilities (December 3)



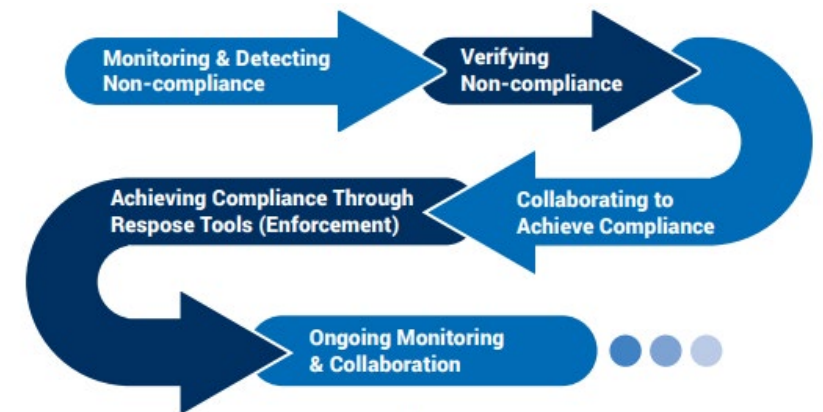
Collaboration and Support

- Virtual Gatherings and Resources:
 - Introduction to Disability, *Introduction to Accessibility Barriers*
 - Disability in the Workplace, Engaging with Persons with Disabilities
 - *Accessibility Foundations Training, Accessible Social Media*
- Grants to support capacity building
 - AMANS – Municipal Accessibility Coordinator
 - MSVU and NSCC
 - Disability Partnership – Easter Seals NS
- Supporting other initiatives
 - Communauto, Nova Ramp Up
- Funding opportunities
 - Accessibility-specific as well as other opportunities



Compliance and Enforcement

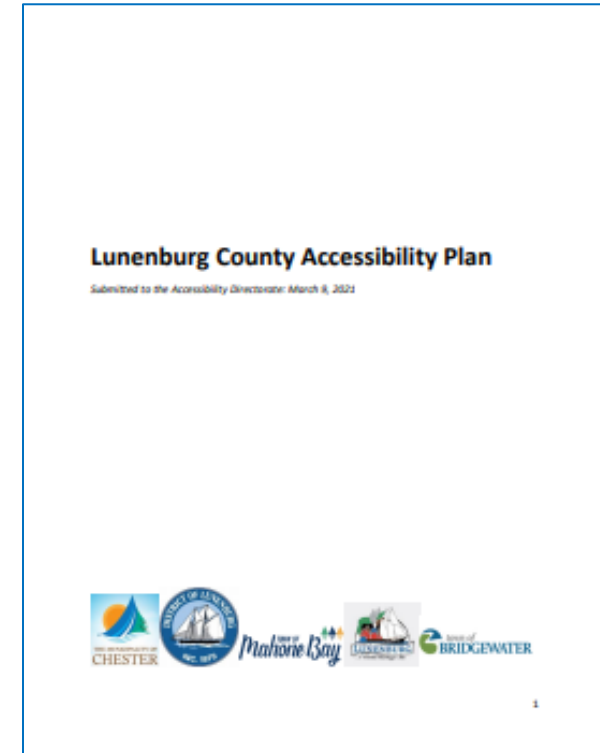
- Accessibility Act includes requirements to monitor and enforce compliance
- Compliance Framework **developed collaboratively**
- Emphasis on **education and awareness**
 - Supporting organizations to comply
- Enforcement measures may be used :
 - If collaborative efforts do not result in compliance
 - Orders, Administrative Penalties, Summary Conviction



1

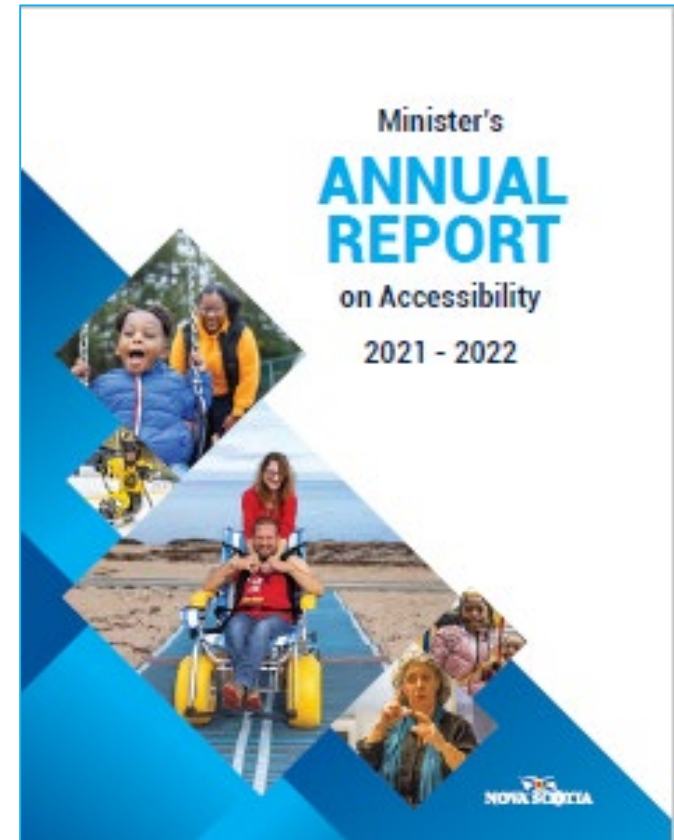
Compliance and Enforcement - Accessibility Plans

- Cohort 1 (90 prescribed public sector bodies)
 - 70 Municipalities, 11 Post-Secondary, 9 Libraries
- Cohort 1 Plan status (as of January 2023)
 - 76 (84%) have developed accessibility plans
 - 14 (16%) have not completed plans
 - 12 of the 14 have indicated their plans will be completed by May 2023
- Cohort 2 (17 prescribed public sector bodies)



Evaluation and Monitoring

- Accessibility Act Review Report – in spring
- Quality of Life Index – Nova Scotia League of Equal Opportunities and Engage Nova Scotia
- PPSB Evaluation Tools – MERL Working Group
- Annual Public Opinion Survey
- Minister's Annual Reports on Accessibility



Government of Nova Scotia – Leading by Example

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- Government of Nova Scotia Accessibility Plan 2022-2025 – released in December
 - 8 priority areas
 - 6 government wide commitments
 - 47 individual and joint commitments
- GNS Accessibility Plan 2018-2021 – 80% completed
 - Training for government staff and managers
 - Accessibility Audit Handbook and pilot audits
 - Electronic booking for in-person Access NS
 - Provincial Parks website / Accessible beaches
 - Bluenose II ramp
- Accessibility Interdepartmental Committee



Questions and Discussion

Contact us:

novascotia.ca/accessibility

Email: accessibility@novascotia.ca

Phone: 902-424-8280

Toll free within NS: 1-800-565-8280

TTY: 902-424-2667

Toll free within NS: 1-877-996-9954

terrilynn.almeda@novascotia.ca

dawn.stegen@novascotia.ca





Lunenburg Board of Trade

PO Box 1300
11 Blockhouse Hill Rd.
Lunenburg, NS
B0J 2C0

(902) 634 3170
office@lunenburgns.com

To: Town Council
From: The Lunenburg Board of Trade
Date: March 13th, 2023

RE: Proposed new Vending Bylaw

The Lunenburg Board of Trade has been receiving some feedback from within the business community regarding the proposed Vending Bylaw which is currently awaiting a second reading. While some of our members have been in contact with Town staff directly for some clarification and to give feedback, we felt it might be useful to compile what we have heard for Council's consideration.

While many members see the value in having clearer regulations regarding vending in Lunenburg, they did have some concerns about the bylaw as presented. By far the most common of those is regarding the proposed fee structure and the fees themselves. Many of our members feel that for a vendor to only have to pay \$546 per year in which to operate gives these vendors an unfair advantage over brick-and-mortar businesses. Some suggestions from within the business community were to perhaps have all the permit fees be comparable to the \$2500 fee for one of the on-street vending locations. Another suggestion given was to have the 3- and 6-month vending permits have seasonal rates, with the tourism high season having a larger fee.

In addition, another point brought up with some regularity was the areas in which vending would be allowed, with many feeling that it is too broad. One member cited that they live very close to one of the on-street sites and they would not enjoy a food truck being parked outside their home.

Some of our members expressed a wish to see a cap on the number of available permits per year, as opposed to the Council simply having the ability to restrict the amount granted. Also cited were concerns over further congestion in the downtown core, possible nuisances from noise, excess garbage and the like, although we have noted that Council would have the ability to revoke a permit for most of these reasons. Traffic control and safety concerns regarding crowds forming near the on-street locations was also concerning for some members.

The Lunenburg Board of Trade would like to request that we be able to make a presentation on this on behalf of our members at the second reading.



Lunenburg Board of Trade

PO Box 1300
11 Blockhouse Hill Rd.
Lunenburg, NS
B0J 2C0

(902) 634 3170
office@lunenburgns.com

In the meantime, we will continue to accept feedback from our membership, and should any new concerns or questions arise we will forward those on to Town Staff or Council for review.

Should there be any questions regarding this letter, please do not hesitate to reach out.

Sincerely,

The Lunenburg Board of Trade

Letter to Council

Dear Councillors,

My name is Cameron Levy, and I am a lifelong resident of Lunenburg. I write to you on behalf of myself, part-owner of Boathouse Bites at Lightship Brewery, my sister Kelly Conrad, owner and operator of Dory Mates' Seafood Shop, and the rest of our family. I write to you in regards to the motion to open vendor locations across Lunenburg. For the below reasons, I contest the proposal in the belief it is not in the best interest of the high tax paying locals who are constituents or the existing businesses in the town. The proposed vending options will disrupt the current aesthetics and tranquility of Lunenburg, with the possibility of impacting the overall living experience of locals and cleanliness of our streets.

On constituents: The proposed vendors will greatly disrupt the lives of the citizens of Lunenburg. I have been personally approached by over a dozen separate households with concerns to how this will disrupt their daily lives. My chief concern is the noise created by vendors. As you should know, food trucks require high amps of electricity to operate their equipment. Fryers, hood fans, flattops, etc. cannot operate without running high powered diesel generators. These are noisy and will disrupt the quaintness throughout Lunenburg, rendering both the waterfront and Tannery Road to sound like construction job sites. The beautiful sounds of lines and tackle dinging against masts will be replaced with the loud rumbles and roars of generator engines and exhausts. The locations nearest to the tennis court and Tannery Road are directly in residential areas and the longtime residents will suddenly be forced to listen to these sounds from dusk till dawn.

Additionally, the old fishing village appeal will suddenly feel highly commercial. Street vendors creating congestion throughout the town selling whatever food or nicknacks they desire with little limitations isn't what makes Lunenburg more appealing than other areas to visit. People don't travel to Lunenburg for street vendors, and locals certainly don't need it to be even harder to get through the congested areas of King Street, Montague, or Bluenose Drive. Furthermore, With the drastic influx of vendors, which nearly matches that of Halifax, there will be a massive influx of takeout related trash. Lunenburg's often overflowing trash receptacles are already at their limits. I am concerned the amount of litter on the streets of Lunenburg will sky rocket, with every person visiting the street vendors having a stack of leftover containers. The last thing the Lunenburg Harbour needs is an influx of trash blowing in daily from both the waterfront and Tannery Road.

On businesses: The existing businesses in Lunenburg currently pay high taxes, costs of their infrastructure, and utilities to the benefit of the local economy. Additionally, they employ a large portion of our workforce with entry level jobs and consistent work. The addition of various vendors will impact the likelihood of our existing gift shops, clothing stores, and restaurants to meet the typical sales they expect to operate and employ within Lunenburg. It is an unfair advantage for outside businesses to suddenly operate within the same jurisdiction of existing employers without experiencing any of the barriers of entry existing in the past. These vendors

typically only employ themselves or a couple of workers, so if it affects other businesses we may lose more jobs than gained.

Further, the addition of the previously mentioned generator sound will vastly impact the experience of customers dining on our town's patios. The desirability and overall atmosphere of the restaurant patios at places like The Half Shell Oyster Bar or Lightship Brewery will vastly change with the incoming sounds of generators. The congestion will compromise the parking areas and roads of Lunenburg which already prove extremely difficult to navigate through the high season. I believe the overall experience of tourists coming to our town will be worsened by the proposed addition, as well as the existing generational businesses in place who serve them year after year.

I hope you have taken the time to review this letter, with concerns of the well-being of the town which I was raised in mind. As stated I believe it is to the detriment to locals, tourists and businesses to proceed with the filed motion regarding vendor sites in Lunenburg. I look forward to attending the Tuesday meeting.

Thank you,

A handwritten signature in black ink, appearing to read 'C. Levy', written in a cursive style.

Cameron Levy

From: steve costie [REDACTED]

Date: March 14, 2023 at 9:07:13 AM ADT

To: [REDACTED]

Subject: Vending proposal

To the Town of Lunenburg :

In the last couple weeks I was made aware of the towns vending proposal , and just yesterday received a call from the town confirming some of the specifics .

I'm just overwhelmed that council could consider allowing up to 7 mobile food trucks in the Historic town of Lunenburg , just for optics alone . So much effort and expense to keep the buildings colourful and in good shape , buildings that house most of the current restaurants in town and if allowed there would be eyesores of food trucks compromising the character and integrity which the town is known for .

In the food business it's often said the most important part of selling food in's location, location, location . By allowing food trucks to set up in the town on King street and the waterfront what your doing is giving them a unfair advantage as they will be in prime locations that the restaurants can't service and simply by their location cut off the flow of business to the restaurants in town .

Lunenburg is a very seasonal town , with just over 100 days from mid June to mid September to make enough profit to carry the other 9 months of the year , in those 9 months businesses often just break even or lose money but they continue supporting employment , pay taxes , utilities and hopefully they can make it until the next summer. Every restaurant in town would like to just be open for 3 months , fill their pockets, then close , stop paying taxes, rents , utility's and staff which is exactly the unfair advantage you will be giving food trucks .

I'm not sure of how this proposal evolved but the tax supporting restaurants of lunenburg was not informed or asked on their view , I don't believe there was any type of impact study or even a survey put forward by the town . But my understanding is that one person showed up to a council meeting requesting to have a food truck in town and all his effort has been made to accommodate .

It's not hard to see the restaurants in town are investing money into their restaurants , to get financing which is harder and more costly than ever , businesses need healthy financial statements to show banks , the impact of seasonal mobile food trucks could have a devastating effect on the financial stability of the restaurants . As part of the Franchisee agreement I have to renovate our Subway store in Lunenburg , this will cost over 150,000. and require financing .This store loses money 9 months of the year and depends on the 3 busy months to carry it through , I can't imagine what the proposed food truck just feet away on King street will do to our business as well as lock up even more the parking crisis in town .

I wish the town would focus on the parking issue and would probably be surprised how's many visitors drive to town and leave because they can't find a place to park.

I am not in favour of the proposed vending amendment that allows food trucks in the historical town of Lunenburg .

Steve and Elsa Costie
Lunenburg Subway
Sent from my iPad

Wednesday, March 22nd, 2023

To All Members of Lunenburg Town Council,

RE: Vending Permit By-Law (First Reading)

As a brick-and-mortar business owner in the Town of Lunenburg, we wanted to express some concerns from reviewing the new proposed by-law. We want to be clear; our concerns surround vendors of food sales (i.e. mobile food canteens/trucks).

Developing our business, we were subject to The Town's strict and costly by-laws, that surrounded building construction, bathroom installation, disability access (ramps, railings, etc) and so on. These by-laws were in place to ensure that our new business would meet Lunenburg's high standards of operating a business here, while also uphold the Town's cultural integrity and UNESCO heritage status. We complied willingly and found solace knowing that all brick-and-mortar businesses had to abide to the same rules and regulations. Creating a level playing field, so to speak. These by-laws are not the same by-laws that a mobile vendor will have to abide to. They will be able to sell food, promote their business with signage, allow space for people to consume their product, have prime real estate to do so, without the heavy-handed rules and permits required of a brick-and-mortar. A not-so-level playing field.

Another issue lies in the schedule of payment for the mobile canteens and food trucks, as it further pushes the point of creating an un-even playing field. With information brought to Council this past year, our business paid over \$19,000 in 2021 for property taxes, sewage use and water consumption. Being open 365 days a year, we paid about \$52/day. A mobile canteen (operating 2 days a week, for a year) would be required to pay \$546 for the year. That's only \$5.25/day. A 90% reduction! If open 7 days a week, then that's only \$1.50/day (that's 3% of what brick and mortar pay!). At this 90%+ reduction comparison, the mobile canteens can offer their food at a very reduced cost. With inflation, the rise of food expenses and wages for employees to operate, plus the property taxes and services to the Town, brick and mortar businesses are pushed to increase cost beyond the level of reasonability (you can only charge so much for a burger before it becomes ridiculous). Since mobile canteens do not have to pay such rates, their food sale prices can remain low, while others struggle.

Our business was built with the knowledge that food trucks and mobile canteens were not permitted (by previous Council). Our menus were specifically curated with our location and other restaurants in mind, while also considering the flow of tourists and patrons around the Town. Knowing that food trucks can come and set up in prime real estate areas around Town, offer reduced rates for their cuisine, and pay 90% less than some of the high tax paying businesses in this Town is un-fair.

A level playing field and fairness for all businesses in the Town of Lunenburg should be of great concern to Council and members of the Town. If all the brick-and-mortar businesses in the Town paid the same fees as proposed food trucks, then it would be equal. With inflation, a reduced tax rate would be welcomed, however, this would be a huge loss for the Town funding, and therefore unreasonable. Offering food truck vending permits at such a reduced rate would have little financial offering to the Town and is insulting to the brick-and-mortar businesses who pay high taxes that help keep the Town afloat.

We offer that the Town reconsider permitting mobile food canteens/trucks within Town limits and make operating fees fair and equal to all businesses. It would be understandable for these low fees for Special Events (i.e. Food Truck Rally). However, wouldn't these low fees over the year show un-equal biased and favouritism towards mobile food vendors over brick and mortar? If that's the case, then why would a future developer choose brick and mortar? This kind of installment could easily push some heavily invested businesses out, and potentially cause current financially burdened businesses to collapse.

Thank you,

Alexander Pittman

From: [Sue Kashanski](#)
To: [Kayla Byrne](#)
Subject: Housing in Lunenburg
Date: March 15, 2023 11:22:38 AM

CAUTION: THIS IS AN EXTERNAL MAIL

To all Council —

Before any proposals for development are reviewed for Blockhouse Hill and the surrounding common lands, I would urge you to adopt policies that would bring the short-term rental situation in Lunenburg under control. Some of the current demand for long-term and permanent housing in Lunenburg could be met through tight regulation of the Airbnb units, and perhaps some of the remaining natural spaces in Lunenburg could be spared unnecessary development.

Furthermore, when any future developments are considered for Lunenburg, it is imperative that these additional units be safeguarded for long-term tenancy and year-round residency. Simply adding more housing that is open to use for tourist accommodation and for second-home purchase will do nothing to solve the housing crisis and will only further diminish the already eroding quality of life in Town for year-round residents.

The current Town regulation of short-term rentals does nothing to limit the number of short-term units or buildings that a single owner may own or operate. Nor does it require the owner to be present and living in one of the units. Town council needs to address the heavy toll that short-term rentals are having on the long-term rental market, house availability, and on neighbourhoods in Lunenburg through additional regulation.

There are currently whole neighbourhoods in Lunenburg that have been bought up by commercial owners for use in the Airbnb market, completely changing the residential nature of these areas for the worse. Lunenburg isn't the only municipality dealing with this issue. Halifax and other tourist-destination cities are seeing similar problems (see <https://www.cnn.com/travel/article/venice-florence-airbnb-restrictions/index.html>).

I hope the subject of short-term rental regulation and vacation home ownership is addressed in depth by Council in the future. Otherwise, there's no point building more housing.

Respectfully,

Sue Kashanski

[REDACTED]

[REDACTED]

Subject: Town Hall Exterior – Destructive Testing
From: Lisa Kendall, P.Eng., Municipal Engineer/Project Manager
Reviewed by: Jamie Doyle, CA
Date: March 16, 2023



Recommendation

That Council approve the carry-over of the Town Hall Exterior Restoration Tender Package project (original budget \$95,000) to fiscal 2023/24 with a budget increase of \$3,415 for a total revised budget of \$98,415; and that the additional costs be funded from the Deed Transfer Tax Reserve.

Alternatives

- To not approve the budget increase.
- To approve the budget increase with changes.

Background

Fishburn Sheridan was awarded the contract for the development of the Town Hall exterior restoration package in March of 2022. The scope of work of the original contract included the following: complete an exterior building condition assessment (non-destructive), develop detailed measured drawings for exterior work, develop a detailed scope of work and tender documents, and prepare cost estimates. Fishburn Sheridan completed the exterior Building Condition Assessment of Town Hall on October 24, 2022. The original cost of Fishburn Sheridan's contract is \$81,319 plus HST.

Discussion

Due to the extent of observable deterioration of the exterior masonry during the non-destructive testing that was included in the original scope, it is recommended that destructive testing be completed at all elevations. The destructive testing is recommended because the building could have structural damage. The destructive testing will consist of 8-10 destructive test openings, and a visual investigation at each opening to determine the extent of possible deterioration. Photos and an observation report will be submitted to Staff for review. The destructive test openings will be toothed out in the exterior masonry at predetermined locations, and temporary coverings will be installed following the visual inspections. The cost of the proposed work for the destructive testing is \$13,047 plus HST.

Strategic Plan Relevance

This project is part of the Servicing and Facilities Strategic Direction of the Town's Comprehensive Community Plan; a town where the long-term infrastructure needs of the community are met through strategic management and incremental, well-phased upgrades that are financially sustainable.

Relevant Legislation

The Municipal Government Act and the Utility and Review Board govern allowable expenditures for utilities in the Province of Nova Scotia.

Financial

The additional costs would be funded as a withdrawal from the Deed Transfer Tax Reserve.

Attachments

- Copy of quote as received.

2023-03-2

FSA Project #: 22057DA

Lunenburg Town Hall.
119 Cumberland St.
Lunenburg, N.S.

Attention: Lisa Kendall, Municipal Engineer/Project Manager

Subject: **Request for Additional Fees
Destructive Testing
Town Hall Exterior Restoration**

Dear Lisa,

Following our Initial Design and Tender package meeting on February 7th, 2023, Fishburn Sheridan Atlantic Inc. (FSA) is requesting additional fees to complete destructive testing, for the restoration work at the subject location.

Proposed Scope of Services

Due to the extent of observable deterioration of the exterior masonry, we are recommending destructive testing at all elevations. FSA will preform destructive test opening, in conjunction with a third-party contractor and include scaffolding erection for access to areas of interest, 8-10 test opening (two at each elevation, with the possibility of additional if deemed necessary). A visual investigation at each opening will be completed to determine the extent of possible deterioration, photos, and observation report to follow.

We propose the following scope of services for our work:

Destructive Testing

1. Access erected, prior to site inspection services.
2. On site, exterior masonry toothed out at predetermined locations.
3. Temporary coverings for openings installed following our visual inspections.

Inspection

4. FSA will perform an on-site review of the interior wythes of masonry at each test opening to determine, if any, the extent of deterioration.
5. FSA will conduct a detailed visual review of the condition of interior wythes of masonry at each opening of the elevations. The review will be conducted with a focus on masonry unit condition, mortar/grout conditions and the condition of masonry tie system if any, with attention to integrity of existing masonry. Notes will be made of the overall degree of deterioration of the wall system components, as well as specific defects, and items where preventative maintenance is required, to assist in achieving most accurate information, to guide attention to specific tasks required to be completed during the construction period.



6. FSA will obtain detailed photographic documentation of masonry conditions, for use in preparing accurate reporting/drawings and quantity take-offs.

Reporting

7. From the visual review FSA will prepare a summary of the construction and condition of the wall construction. We will analyze and discuss the mechanisms that may be causing observed wall performance issues.
8. FSA will establish feasible options for the type and extent of repairs required to control or eliminate the observed performance issues. We will also describe any maintenance measures or larger remedial measures that are required to bring the masonry up to a serviceable state. We will determine the required repairs, for long-term planning purposes, using our knowledge of masonry restoration practices and site-specific conditions.
9. FSA will issue a report, with photos and elevations, summarizing our observations. The report will summarize and discuss any defects found, the feasible repair options, the associated costs, and any alternatives that the Owner may consider.

Proposed Schedule

FSA proposes to begin the destructive testing by March 30th, 2023, with the accompanying observation reports to follow.

Fee Structure

The proposed fees for the above-described services, which includes access equipment rental, contractor services and excludes HST, are:

Investigation/Reporting	\$ 6,747.00
Masonry Contractor/Access	\$ 6,300.00
TOTAL	\$ 13,047.00



The following are our hourly rates for key staff members for this project:

Principal (Ted Sheridan, P.Eng., RRC)	\$ 215.00 / h
Senior Engineer	\$ 185.00 / h
Senior Project Manager	\$ 152.00 / h
Project Manager / Engineer	\$ 133.00 / h
Project Coordinator / EIT	\$ 101.00 / h
CAD Technician	\$ 90.00 / h
Clerical work	\$ 78.00 / h
Travel charges	\$ 0.65 / km

Please call should any aspect of this proposal require clarification. Your signature below and return email will authorize us to proceed immediately. We look forward to working with you.

Yours truly,



Paul Shupe, RRO
Atlantic Branch Manager, Principal

Subject: Purchase and Installation of a Furnace for the Armouries Building
From: Lisa Kendall, P.Eng., Municipal Engineer/Project Manager
Reviewed by: Jamie Doyle, CAO
Kathleen Rafuse, Town Accountant
Date: March 9, 2023



Recommendation

That Council approve the emergency purchase and installation costs of a new furnace for the Armouries Building in the amount of \$13,000 + HST, as approved by the CAO; and that the project be funded from the Water Depreciation Reserve.

Alternatives

This is a required emergency purchase, therefore, staff are not recommended and alternative options.

Background

The furnace in the Armouries Building became inoperable and upon inspection by two different companies was deemed unrepairable. Two quotes were received, and the recommended option was to purchase the furnace in the amount of \$8,000 plus HST from Matt and Neil's Home Heating Ltd. An additional \$5,000 plus HST is required for electrical and chimney upgrades. As this purchase was of an emergency nature, Jamie Doyle, CAO approved the purchase.

As per section 2 (a) of Policy #43 Purchasing Procedures reads "The Purchasing Agent will also have the authority to purchase items not included in the approved Budget up to \$10,000 with the approval of the CAO and must report this at the next regular Council meeting in the monthly budget variance report with supporting reasons." As there is no variance report on this agenda, a motion to approve the funding of this purchase is included for your consideration.

Discussion

The replacement of the furnace for the Public Works Shop was a necessary purchase from an Occupational Health and Safety Perspective-Wellness of Employees

Strategic Plan Relevance

This project is part of the servicing and facilities strategic direction of the Comprehensive Community Plan.

Relevant Legislation

The Municipal Government Act and the Utility and Review Board govern allowable expenditures for utilities in the Province of Nova Scotia.

Financial

This would be funded as a withdrawal from the Water Depreciation reserve which has adequate funds for this purchase.

Attachments

Copy of quote as received.

Matt and Neil's Home Heating Ltd.
12902 Hwy 3 Rhodes Corner
NS B4V 5N2

Quote: 177 Cumberland St.

Lunenburg Public Works Dept.
177 Cumberland St.
Lunenburg NS B0J 2C0

March 8, 2023

Quote: Replace existing furnace for the ~~church~~ Armouries

Install a Dettson AMT-⁴700 PSC rear breech Warm Air Furnace with a Riello F5 Burner
Installation includes:

- Removal of the existing warm air furnace
- Installation of the new furnace
- Plenum adapters
- Smoke pipe and draft regulator
- Cinder Block to raise furnace
- Labour

.....	\$ 7975.00
HST.....	1196.25
TOTAL.....	\$9171.25

Your chimney is to be inspected for safe use with your new appliance, this work is to be performed by others and is not included in this quote.

It will be required that an electrician run a new 220 volt feed and disconnect the the location if the new appliance. This work is to be completed by others and is not included in the above quote.

Thank you for the opportunity to quote on your heating requirements. Please do not hesitate to contact the office if you have a question regarding your quote.

This quote is valid for thirty days.

Yours truly,

Neil Halverson
Matt and Neil's home Heating Ltd.

Subject: Finalizing the Sale of 17 Tannery Road
From: Kayla Byrne, Municipal Clerk
Reviewed by: Jamie Doyle, CAO
Date: March 28, 2023



Recommendation

Burke, Macdonald & Luczak Barristers and Solicitors, the law firm handling the Town's sale of 17 Tannery Rd., have provided the following motions:

That the property at 17 Tannery Road known as Lot TOL-3 and represented on Nova Scotia Property Online by PID No. 60725470, subject to the easement burdens (and together with the easement benefit) shown in the Parcel Register, is no longer required for the purposes of the Town.

That the Town confirms and adopts the easements dated March 8, 2023 and registered as document no. 122157929 and 122158042 respectively in the Land Registration Office.

That Council is satisfied that \$450,000 represents market value for the said property.

That the Town approves and adopts the Agreement of Purchase and Sale with 3264241 Nova Scotia Limited signed by the CAO except that the property will be subject to the easement burdens (and have the easement benefit) shown in the parcel register.

That the Mayor and CAO are authorized to execute the deed and other documentation to complete the transaction on behalf of the Town, and to affix the municipal seal thereto.

That the CAO is authorized to extend the date for the closing for a period of up to one month if he, in his opinion, feels that it is advisable to do so.

Alternatives

Burke, Macdonald & Luczak Barristers and Solicitors recommends that the above recommended motions be passed to complete the sale of 17 Tannery Rd. Therefore, there are no recommended alternatives.

Background

At its [June 14, 2022 meeting](#), Council passed a motion indicating that subject to the sewer line easement and electrical easement (together with the sewer easement for the building sewer lateral), the parcel TOL-3 was no longer required for the purposes of the Town. The motion also indicated that it should be listed for sale for an asking price of \$399,000.00 and the Mayor/Manager/Clerk are

authorized to execute and seal an Agreement of Purchase and Sale at a price and terms acceptable to them, but with a condition that it is subject to the approval of Town Council by motion in open session.

At the Nov. 8, 2022 in camera session, Council directed the CAO to proceed with the sale of 17 Tannery Rd. However, the final step of approving an Agreement of Purchase and Sale at a price and acceptable terms subject to the approval of Council in open session, as per the June 14, 2022 motion, has not yet been completed.

Discussion

Burke, Macdonald & Luczak Barristers and Solicitors have indicated that the motions recommended above are required to authorize the sale and that these motions must be passed before March 31, 2023, which is the closing date of this sale.

Strategic Plan Relevance

Servicing and Facilities, SF4: Replace or divest outdated infrastructure and facilities that drive municipal costs whenever it is opportune.

Financial

There is no financial impact related to passing the recommended motions.

Communications

Staff will provide the approved motions to Burke, Macdonald & Luczak Barristers and Solicitors.

Attachments

- Copy of easements dated March 8, 2023
- Copy of Agreement of Purchase and Sale



AGREEMENT OF PURCHASE AND SALE

Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the Nova Scotia Real Estate Trading Act. The NSREC is the regulatory body for real estate in Nova Scotia.

Total # of pages in this Agreement including all Schedules:

3

Agreement of Purchase and Sale Schedule(s): is/are attached and form(s) part of this Agreement.

- Equipment
- Resale Condominium
- Water and Septic
- Mini/Mobile Home
- Vacant Land
- Other: _____
- Multi-Unit Residential Income Properties
- Sale of Buyer's Property (SOBP)

The Buyer 3264241 Nova Scotia Limited
of Lunenburg, NS

having personally viewed the following property not having personally viewed the following property other: _____

offers to buy from the Seller Town of Lunenburg

the property known as (civic address/ lot #) 17 Tannery Road Lunenburg NS

(PID(s)/ Serial #) 60725470 in the County of Lunenburg Province of Nova Scotia

(the Property), at a purchase price of Four Hundred Fifty Thousand dollars (\$ 450,000.00 CDN)

on the following terms subject to provisions in clause 5.1 regarding HST.

1. Deposit

1.1. The Buyer submits Twenty-Five Thousand dollars (\$ 25,000.00 CDN) on or before the 30th day of November, 2022, payable to:

ViewPoint Realty Inc

in trust, as a deposit to be held pending completion or termination of this Agreement and to be credited towards the purchase price on completion. Balance of purchase price to be paid on closing or as otherwise stated in this Agreement. If the deposit is not delivered as specified, the Seller shall be at liberty to declare this Agreement null and void.

1.2. It is understood and agreed that if the Buyer does not complete this Agreement in accordance with the terms thereof, the Buyer shall forfeit the deposit, in addition to any other claim which the Seller may have against the Buyer for the Buyer's failure to complete. If the deposit is being returned to the Buyer, in accordance with the terms of this Agreement, it shall be done without interest or penalty (unless otherwise specified). It is agreed by the Buyer and the Seller that the release of the deposit from the brokerage trust account is subject to the applicable NSREC By-laws.

1.3. The Buyer and Seller agree that any deposit held in trust by the Brokerage per clause 1.1, that is in excess of the remuneration (including HST) due to that Brokerage on closing of the transaction, shall be transferred to the Seller's lawyer's trust account once conditions unrelated to title have been met. These funds shall remain in the Seller's lawyer's trust account until closing.

2. Closing and Conveyance

2.1. This Agreement shall be completed on or before the 31st day of March, 2023 (the closing date). Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided as follows:

Clean and free of garbage on all levels including the basement except for the items to be included in Clause 6.2

2.2. The Seller shall use best efforts to have the Property clean and vacant, subject to the provisions of 2.1, for the Buyer's pre-closing viewing by 9 a.m. on the date outlined in clause 2.1.


2.3. All lands, buildings, fixtures and all other property being purchased hereby shall remain at the risk of the Seller. The Seller shall be responsible to keep the Property insured until closing. In the event of damage to the Property, the Buyer, having been advised of the insurance policy details, may either agree to accept the proceeds of the insurance and complete the purchase, or may terminate this Agreement and the deposit shall be returned to the Buyer (not applicable to Resale Condominium Schedule – see clause 4 of the Schedule).

2.4. Interest, rentals, leases, taxes, rates and fuel on the premises are to be adjusted to the closing date. The cost of municipal improvements, betterment charges and capital charges for utility or municipal services completed as of the date of this Agreement, whether billed or not, are to be paid by the Seller on or before the closing date unless otherwise stated.

2.5. The conveyance of the Property, which is the subject of this Agreement, shall be by Warranty Deed (or general conveyance, if a mini/mobile home), drawn at the expense of the Seller, to be delivered on payment of the purchase price on the closing date. The Property is to be conveyed free from encumbrances, except for any easements, registered restrictions or covenants that do not materially affect the enjoyment and use of the property (not applicable to Resale Condominium Schedule – see clause 3 of the Schedule).

OFFER DATE: _____ / _____ / _____

BUYER'S INITIALS:  / _____
11/22/22 5:22 PM AST dotloop verified

SELLER'S INITIALS:  / _____
11/25/22 2:50 PM AST dotloop verified CREA WEBForms®

PROPERTY: **17 Tannery Road**

Lunenburg

NS

BUYER: **3264241 Nova Scotia Limited**

3. Seller's Obligations

3.1. The Seller shall provide the Buyer or the Buyer's Agent with a copy of the following on or before the **7th** day of **December**, 20**22** (check the applicable boxes):

- Property Disclosure Statement
- Any restrictive covenants that may affect the Property
- Equipment Schedule, if not attached, and all related contracts
- Location certificate and/or survey, if available, without representations or warranties
- Other: _____
- Other: _____

4. Buyer's Conditions

4.1. This Agreement is subject to the Buyer, at the Buyer's expense, securing, conducting or reviewing the following on or before the **13th** day of **January**, 20**23** (check the applicable boxes):

- Property Disclosure Statement
- Any restrictive covenants that may affect the Property
- Equipment Schedule, if not attached
- Financing
- Property Inspection(s)
- Insurance
- Other: _____
- Other: _____

The Buyer shall provide the Seller or the Seller's Agent, on or before **4 p.m.** Atlantic Time on the date specified above, with Form 408 confirming that all conditions identified in this clause are satisfied and now waived. If the Buyer fails to provide the required form this Agreement shall be deemed terminated. If the Buyer determines, prior to the condition date, that they are not satisfied the Buyer may terminate this Agreement. The deposit shall be returned to the Buyer subject to the applicable NSREC By-laws.

4.2. The Seller agrees to provide all reasonable assistance and access to the Buyer to allow completion of the above investigations and inspection(s) outlined in clause 4.1 and any schedule(s) attached to this Agreement.

5. Harmonized Sales Tax (HST)

It is the Seller's responsibility to determine whether the proposed transaction is subject to HST pursuant to the *Excise Tax Act*.

5.1. The Seller has determined that the Property is (check one of the following):

- Exempt from HST
- Partially subject to HST; included in purchase price
- Partially subject to HST; over and above purchase price
- Subject to HST; included in purchase price
- Subject to HST; over and above purchase price

5.2. If the conveyance contemplated by this Agreement is exempt or partially exempt from HST the Seller agrees to provide the Buyer, on or before the closing date, a certificate in a form reasonably satisfactory to the Buyer certifying that the conveyance contemplated by this Agreement is exempt from HST.

5.3. If the conveyance contemplated by this Agreement is subject to HST, then the HST shall be remitted in accordance with the applicable legislation.

6. Fixtures and Chattels

6.1. All fixtures attached to the Property as viewed on the **21st** day of **November**, 20**22**, are to remain with the Property and shall be included in the purchase price.

6.2. The following chattels, as viewed on the Property by the Buyer on the date in clause 6.1 and owned by the Seller, shall remain with the Property and be included in the purchase price and shall be conveyed to the Buyer in good working order, free and clear of encumbrances, on the date of closing:

- Fridge Stove Washer Dryer Freezer
- Microwave Dishwasher Other: _____
- Other: _____ Other: _____

All doors and windows not attached, 6 unit locker, high top wooden table and 2 high stools, large timber posts

7. Additional Conditions

1. **This agreement is subject to the Buyers, at the Buyers expense putting a temporary patch on the areas of the roof where the weather is protruding on or before January 13th, 2023 or sooner to avoid any further damage and to protect the inside and retain as viewed on Nov 21/22.**

8. Lawyer Review

8.1. This Agreement is subject to the review by both the Buyer's and the Seller's lawyers, acting reasonably with respect to wording and content within the Agreement. This review shall be deemed to have been acceptable to both parties, unless the other party or their Agent is notified to the contrary, in writing, on or before the **15th** day of **December**, 20**22**.

If notice to the contrary is received, either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

9. Property Migration

9.1. It is agreed and understood that (choose a or b):

a) the Property title has been migrated to the Land Registration System at the date of this Agreement.

OR

b) the Property title has not been migrated to the Land Registration System at the date of this Agreement, and the Seller agrees, at the Seller's expense, to do so at least seven (7) business days prior to closing.

10. Title Investigation

10.1. This Agreement is subject to the Seller's lawyer, at the Seller's expense, providing the Buyer's lawyer with the PID(s) for the Property within ten (10) business days of acceptance of this offer.

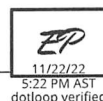
If the migration process requires the assignment of additional PID(s), those PID(s) shall be provided to the Buyer at the time of notification that the migration is complete.

10.2. The Buyer, at the Buyer's expense, shall be allowed five (5) business days to investigate title to the Property after receipt of the PID(s), or if the Property has not been migrated as of the date of this Agreement, five (5) business days after receiving notification that the migration is complete.

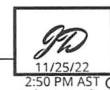
If within that time frame any valid objection to title is made, in writing, to the Seller and which the Seller is unable or unwilling to remove and which the Buyer shall not waive, this Agreement shall become null and void and the deposit shall be returned to the Buyer.

OFFER DATE: _____ / _____ / _____

BUYER'S INITIALS: _____



SELLER'S INITIALS: _____



PROPERTY: **17 Tannery Road**

Lunenburg

NS

BUYER: **3264241 Nova Scotia Limited**

11. Miscellaneous Provisions

- 11.1. Any tender of documents to be delivered or money payable may be made upon the Seller or the Buyer or any party acting on their behalf. Money paid, subsequent to the deposit, shall be by lawyer's trust cheque, certified cheque, electronic transfer or their equivalent, drawn on a chartered Canadian Bank, Trust Company or Credit Union.
- 11.2. All representations given by the Seller contained in this Agreement shall survive the closing unless otherwise stated in this Agreement.
- 11.3. Time shall, in all respects, be of the essence in this Agreement. In the event of a written agreement of extension, time shall continue to be of the essence. Failure to act within the time required constitutes a breach of the contract.
- 11.4. The Seller and the Buyer agree to be bound by offers and counter-offers and related documentation that may be transmitted electronically and that reproductions of the signatures therein, including electronic signatures, shall be treated as originals.
- 11.5. No amendment to the terms of this Agreement shall be effective unless it is in writing and signed by all parties.
- 11.6. If there is conflict or discrepancy between any provision added to this Agreement and any provision in the standard printed portion hereof, the added provision shall supersede the standard printed provision.
- 11.7. This Agreement shall be read with all changes of number and gender required by the context.
- 11.8. This Agreement shall be governed by the laws of the Province of Nova Scotia and the Seller, Buyer and the Brokerage(s) shall submit to the jurisdiction of the Courts of the Province of Nova Scotia for the resolution of any disputes that may arise out of this Agreement.
- 11.9. This Agreement shall be for the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and assigns.
- 11.10. Business days are Monday-Friday, excluding statutory, provincial and civic holidays in the Province of Nova Scotia.

12. Agency Relationship

Complete 12.1 and 12.2 OR 12.3:

12.1. The Seller acknowledges that they do / do not have an agency relationship with either:

_____ Brokerage

and / or _____
 Brokerage Representative or Designated Agent

12.2. The Buyer acknowledges that they do / do not have an agency relationship with either:

_____ Brokerage

and / or _____
 Brokerage Representative or Designated Agent

OR

12.3. The Buyer and the Seller acknowledge that they are in a transaction brokerage relationship and have signed a Transaction Brokerage Agreement with:

_____ **ViewPoint Realty Inc** _____
 Brokerage

and / or _____ **Stephanie deVries** _____
 Brokerage Representative or Designated Agent

13. Time for Seller's Response

This offer shall be open for acceptance until 4PM Atlantic Time on the 25th day of November, 2022.

Signed, sealed and delivered in the presence of: In Witness whereof I have hereunto set my hand and seal:

Witness _____

Edward Peill dotloop verified
11/22/22 5:22 PM AST
X9NO-V8BR-IZFW-MZCC

Date _____

Witness _____

Buyer _____ SEAL

Date _____

14. Seller's Response

CHOOSE ONE OF THE FOLLOWING:

- I hereby **accept** the above offer and agree to sell on the terms set forth.
- I hereby confirm this offer was presented and **rejected**.
- I hereby confirm having read and understand this offer and have **prepared a Counter Offer**.

Signed, sealed and delivered in the presence of: In Witness whereof I have hereunto set my hand and seal:

Witness _____

Jamie Doyle dotloop verified
11/25/22 2:50 PM AST
ISOP-KUCK-R1Q4-DYMW

Date _____

Witness _____

Seller _____ SEAL

_____ a.m./p.m.

Atlantic Time

Date _____

_____ a.m./p.m.

Atlantic Time



TRANSACTION BROKERAGE AGREEMENT FOR COMMON LAW

Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the *Nova Scotia Real Estate Trading Act*.
The NSREC is the regulatory body for real estate in Nova Scotia.

This Transaction Brokerage Agreement (the Agreement) is between all parties (the Buyer, the Seller and the Brokerage):

Buyer: 3264241 Nova Scotia Limited

Seller: Town of Lunenburg

Brokerage: ViewPoint Realty Inc

Transaction Brokerage occurs when a buyer and a seller in agency relationships with the same brokerage agree, in writing, to limit the services provided by the brokerage from that of an agency relationship to that of an impartial facilitator. In an agency relationship, a brokerage is legally obligated to promote a buyer's or a seller's best interests. Under Transaction Brokerage, a brokerage cannot promote the best interests of either buyer or seller because their interests are in conflict.

Buyers and sellers are not obligated to enter into Transaction Brokerage. A buyer and a seller must be provided with an opportunity to obtain independent advice and one party, either buyer or seller, may be referred to another brokerage so both are represented in agency relationships, or one party may agree to be treated as a customer. See the Working with the Real Estate Industry form for more information on all of these options.

This Agreement is entered into by the parties identified above with respect to the property (the Property) known as:

17 Tannery Road Lunenburg NS PID(s)/Serial #: 60725470

1. Transaction Brokerage

- 1.1. Transaction Brokerage occurs when a real estate brokerage enters into an agreement, in which the brokerage acts as an impartial facilitator for the Seller and the Buyer in the same transaction. Entering into Transaction Brokerage requires the written consent of all parties and must be done prior to an offer being prepared.
- 1.2. The Brokerage is only permitted to practice Transaction Brokerage with the fully informed and voluntary written consent of the Buyer, the Seller and the Brokerage.

2. What the Brokerage Cannot Do

- 2.1. In Transaction Brokerage, the Transaction Facilitator cannot:
 - a) provide utmost loyalty to the Buyer and the Seller;
 - b) act in the best interests of either the Buyer or the Seller;
 - c) offer advice or recommendations to either the Buyer or the Seller; and
 - d) disclose confidential information learned in the previous relationships to either the Buyer or the Seller.
- 2.2. The Transaction Facilitator shall not disclose the following without the informed written consent of the Buyer or the Seller. **These are examples, but are not limited to:**
 - a) that the Buyer may be prepared to offer a higher price or terms other than those contained in the offer to purchase;
 - b) that the Seller may be prepared to accept a lower price or terms other than those contained in their Brokerage Agreement;
 - c) the motivation of the Buyer or the Seller for wishing to respectively purchase or sell the Property; and
 - d) subject to clause 2.1 (d) of this Agreement, confidential information relating to the Buyer or the Seller and other information disclosed at any time in confidence by either to the Transaction Facilitator.

3. What the Brokerage Can Do

- 3.1. In Transaction Brokerage, the Transaction Facilitator can:
 - a) treat the interests of both the Buyer and the Seller in a fair and impartial manner;
 - b) disclose all other potential conflicts of interest;
 - c) exercise reasonable care and skill in the performance of its mandate under this Agreement;
 - d) promptly present to the Buyer and the Seller all offers and counter-offers, even when the Property is already the subject of an Agreement of Purchase and Sale;
 - e) keep the Buyer and the Seller informed regarding the progress of the transaction to the extent required in this Agreement;
 - f) disclose to the Buyer, all material latent defects affecting the Property known to the Transaction Facilitator;
 - g) disclose to the Buyer that there are competing offer(s) and backup offer(s) on the Property;
 - h) disclose to the Seller, all material facts relevant to the Buyer's ability to purchase the Property known to the Transaction Facilitator.
 - i) provide real estate statistics and information on the Property, including comparable property information, upon request by the Buyer or the Seller;
 - j) offer the names of real estate service providers, upon request by the Buyer or the Seller;
 - k) hold all monies received in respect to the transaction in trust in accordance with the provisions of the *Nova Scotia Real Estate Trading Act*, its Regulations and the NSREC Bylaw; and
 - l) ensure compliance with the Brokerage's policies and procedures governing the Transaction Facilitator, the *Nova Scotia Real Estate Trading Act*, its Regulations, the NSREC Bylaw and the Brokerage's support staff.

4. Prior Agreements

- 4.1. All provisions in the Buyer Brokerage Agreement and Seller Brokerage Agreement shall remain the same with the exception of the Brokerage's obligations that were modified by this Agreement.

BUYER'S INITIALS:  / _____ SELLER'S INITIALS:  / _____
 BROKERAGE REPRESENTATIVE'S INITIALS:  / _____

11/21/22 7:16 PM AST dotloop verified 11/25/22 2:50 PM AST dotloop verified 11/21/22 7:03 PM AST dotloop verified

5. This Agreement

5.1. The parties agree that:

- a) this Agreement will be governed by the laws of the Province of Nova Scotia and the Seller, the Buyer and the Brokerage will submit to the jurisdiction of the Courts of the Province of Nova Scotia for the resolution of any disputes that may arise out of this Agreement;
b) no amendment to the terms of this Agreement shall be effective unless it is in writing and signed by the Seller, the Buyer and a Brokerage Representative;
c) if there is conflict or discrepancy between any provision added to this Agreement and any provision in the standard pre-set portion hereof, the added provision will supersede the standard pre-set provision to the extent of such conflict or discrepancy; and
d) this Agreement will be read with all changes of number and gender required by the context.

6. Acceptance

All parties, having received and read both this Agreement and the Working With the Real Estate Industry form, and having been given the opportunity to request further information concerning this Agreement and the representation relationships described in the Working With the Real Estate Industry form.

All parties hereby agree and acknowledges having read and accept this Agreement on the terms set forth. The Buyer and the Seller have received a true copy of this Agreement.

Signed and delivered in the presence of:

In Witness whereof I have hereunto set my hand:

Witness line for Edward Peill

Signature of Edward Peill and dotloop verification details: 11/21/22 7:16 PM AST, O1SD-LZGR-K185-OL5B

Date line for Edward Peill

Witness line for Jamie Doyle

Signature of Jamie Doyle, Buyer, and dotloop verification details: 11/25/22 2:50 PM AST, LOS2-NKMT-KOGS-CDWQ

Date line for Jamie Doyle

Witness line for Stephanie deVries

Signature of Stephanie deVries, Seller/Brokerage Representative, and dotloop verification details: 11/21/22 7:03 PM AST, S8SX-WBBD-OPD9-1QM3

Date line for Jamie Doyle

Witness line for Stephanie deVries

Date line for Stephanie deVries

Witness line for Stephanie deVries

Date line for Stephanie deVries

This Grant of Easement made this 8 day of MARCH, 2023.

Between:

Town of Lunenburg, a municipal body corporate

(herein referred to as the "Grantor")

and

Town of Lunenburg, a municipal body corporate

(herein referred to as the "Grantee")

Whereas:

- A. The Town of Lunenburg (as Grantor) is the owner of Lot TOL3 at 17 Tannery Road in Lunenburg (currently represented in Nova Scotia Property Online as PID # 60725470), and more fully shown on a Plan of Subdivision prepared by Berrigan Surveys Limited dated May 13, 2022 and bearing Plan # 20,153-B and filed in the Land Registration Office under # 121319827 (the "subdivision plan");
- B. The Town of Lunenburg owns two electrical sub-stations located off of Starr Street; in the Town of Lunenburg and an electrical distribution system on, over and under property in the Town of Lunenburg and adjoining areas;
- C. The Town of Lunenburg has a storm and sanitary sewer system in various streets in the Town of Lunenburg;
- D. The Grantor intends to grant an Electrical Easement and Sewer Easement to itself on, over, and under Lot TOL3 which will be effective immediately but will also run with the lands so that the Town of Lunenburg will have the benefit of the easements if it sells Lot TOL3;
- E. The bounds of the easements are shown on a Plan of Survey prepared by Berrigan Surveys Limited dated the 14th day of May, 2022 and bearing Plan No. 20,153-C and filed at the Land Registration Office, Bridgewater, N.S. under Plan # 121704366.

Witnesseth that in consideration of the sum of \$1.00 and other lawful consideration, receipt of which is hereby acknowledged:

1. Electrical Utility Easement

The Grantor does hereby grant unto the Town of Lunenburg (as Grantee) and its successors and assigns, the free and uninterrupted privilege, right and easement in perpetuity to the following:

A.

- i. To enter on, over, across, and/or under that portion of Lot TOL3 described in Schedule A (the "Electrical Utility Easement") to lay down, install, construct, operate, maintain, inspect, patrol, alter, remove, replace, repair, reconstruct and safeguard an electrical transmission and/or distribution facility or facilities on the Easement consisting of poles, guys, anchors, underground conduits, wires, cables and/or other structures or equipment for the distribution of electrical power and energy, and the transmission of telecommunication signals and all other communications signals (the "Equipment") and to clear the easement of all or any part of any trees, growth, buildings, impediments or obstructions now or hereafter on the Easement which might in the opinion of the Town of Lunenburg (as Grantee) interfere with the rights of the Town of Lunenburg or endanger the Equipment;

PROVIDED THAT notwithstanding the foregoing, the existing building on Lot TOL3 may remain, notwithstanding the easement, unless the building is wholly destroyed or removed (in which event, a new building could not be located within the bounds of the Electrical Utility Easement);

- ii. To enter upon the lands immediately adjacent to the Easement from time to time as may be reasonably required by the Town of Lunenburg (as Grantee) to carry out the foregoing work;
- iii. To manage and control by any method deemed expedient by the Town of Lunenburg (as Grantee) any vegetation on the Easement that may interfere with or endanger the Equipment in the opinion of the Grantee, acting reasonably;
- iv. To use such vehicles, machinery, equipment and personnel as may be deemed expedient by the Grantee in the exercise of the powers under this Easement, on Lot TOL3;
- v. Generally to do all acts necessary or incidental to the exercise of the rights and privileges granted herein;

B. The Grantor hereby covenants with the Grantee that it WILL NOT:

- i. Excavate, drill, install, erect, construct or permit to be excavated, drilled, installed, erected or constructed on or under the Easement any foundation, building or other structure or installation, pile material or plant any growth upon the Easement which, in the opinion of the Town of Lunenburg (as Grantee), might interfere with or endanger the Equipment;

- ii. Plant or establish within the Easement any trees, shrubs or other vegetation which could exceed a height of 4.57 metres (15 feet) and/or which could encroach within 3.04 metres (10 feet) of any pole installed in the Easement failing which the Town of Lunenburg (as Grantee), in its discretion, shall be entitled to remove and/or manage and control by any method deemed expedient by the Town of Lunenburg (as Grantee) any such vegetation without notice to and at the cost of the owner from time to time of Lot TOL3, payable forthwith upon demand;
 - iii. Remove, damage or retard in any way, any vegetation established by the Town of Lunenburg (as Grantee) within the Easement as part of the management of that Easement without prior written permission from the Grantee.
- C. The Grantor hereby agrees that the Town of Lunenburg (as Grantee) may authorize Bell Aliant or any other utility as well as any cable television undertaking or other telecommunication carriers to exercise the Easement rights hereby granted and to share the use of the Equipment and without limiting the foregoing, to maintain telecommunication lines on the Easement.

2. Sewer Easement

The Grantor does hereby grant unto the Town of Lunenburg (as Grantee) and its successors and assigns, the free and uninterrupted privilege, right and easement in perpetuity to the following:

- A.
 - i. To enter on, over, across, and/or under that portion of Lot TOL3 described in Schedule B (the "Sewer Easement") to lay down, install, construct, operate, maintain, inspect, patrol, alter, remove, replace, repair, reconstruct and safeguard storm and/or sanitary sewer line or lines and all appurtenances to it or them (including, without limiting the foregoing, sewer pipes, mains, manholes, and access chambers) [herein referred to as the "Sewer Equipment"];
 - ii. To enter upon the lands immediately adjacent to the Easement from time to time as may be reasonably required by the Town of Lunenburg (as Grantee) to carry out the foregoing work;
 - iii. To use such vehicles, machinery, equipment and personnel as may be deemed expedient by the Town of Lunenburg (as Grantee) in the exercise of the powers under this Easement, on Lot TOL3;
 - iv. Generally to do all acts necessary or incidental to the exercise of the rights and privileges granted herein;

B. The Grantor covenants:

- i. To keep the land clear of all brush, trees and other obstructions as may be necessary for the use of this easement;
- ii. That it will not excavate, drill, install, erect, construct or permit to be excavated, drilled, installed, erected or constructed on or under the Easement any foundation, building or other structure or installation, pile material or plant any growth upon the Easement which, in the opinion of the Town of Lunenburg (as Grantee), might interfere with or endanger the Sewer Equipment;

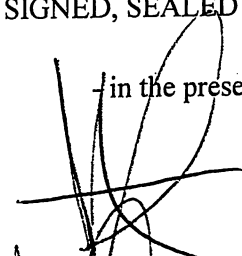
General

- 3. The Grantor warrants that the Grantor has good title in for simple to TOL3 and the right to grant the easements herein granted, that the lands are free from encumbrances, and that the Grantor will procure such further assurances as may reasonably be required.
- 4. These Grants of Easement shall enure to the benefit of, and be binding upon, the Grantor and the Grantee and their successors and assigns. (Without limiting the generality of the foregoing, the easements shall run with the lands referred to herein as Lot TOL3 and be binding thereon).

IN WITNESS WHEREOF the Grantor has executed this Grant of Easement on the day and year first above written.

SIGNED, SEALED AND DELIVERED

-in the presence of -



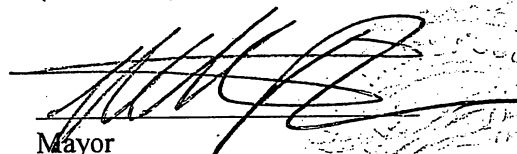
Witness



Witness

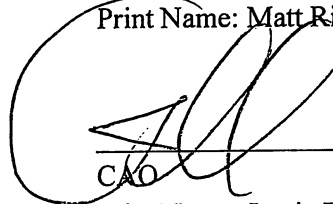
PIOTR LUCZAK
 A NOTARY PUBLIC IN AND FOR
 THE PROVINCE OF NOVA SCOTIA

TOWN OF LUNENBURG
(as Grantor)



Mayor

Print Name: Matt Risser



CAO

Print Name: Jamie Doyle

AFFIDAVIT OF STATUS

CANADA

PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG

I, Jamie Doyle, of Bridgewater, in the County of Lunenburg and Province of Nova Scotia make oath and swear that:

1. I am the CAO of the Town of Lunenburg (the "Town") and as such have personal knowledge of the matters herein deposed to.

ACKNOWLEDGMENT OF EXECUTION

2. I acknowledge that the Mayor, Matt Risser, and I executed the foregoing instrument on behalf of the Town and I affixed the municipal seal.
3. The Major and I are authorized to execute the foregoing instrument on behalf of the Town and thereby bind the Town.

AGE AND RESIDENCY

4. I acknowledge that the Town executed the foregoing instrument as Grantor by its proper officer(s) duly authorized in that regard on the date of this Affidavit. This acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the Registry Act, R.S.N.S., 1989, c.392, or Section 79(1)(a) of the Land Registration Act, S.N.S., 2001, c.6 (as the case may be) for the purpose of registering the instrument.
5. The Town is a municipal unit in Canada under the Income Tax Act (Canada).

SPOUSAL STATUS

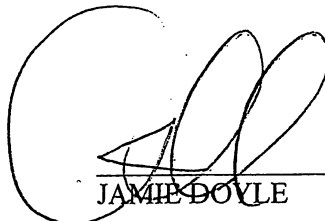
6. For the purposes of this Affidavit, "spouse" means either of two persons, including, without limiting the generality of the foregoing, either of a man or a woman who:
 - A.
 - i. are married to each other;
 - ii. are married to each other by a marriage that is voidable and has not been voided by a judgment of nullity;
 - iii. have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year; or
 - B. For the purpose of this Affidavit "spouse" includes an individual who is a party to a registered domestic-partner declaration made in accordance with Section 53 of the Vital Statistics Act but does not include a former domestic partner.
7. For the purposes of this Affidavit, "Matrimonial Home" means a dwelling or real property occupied by a person and that person's spouse as a family residence.

- 8. Ownership of lands by the Town of Lunenburg does not entitle a resident of the Town to occupy the lands as a Matrimonial Home.

SWORN To at Lunenburg, in the
County of Lunenburg and Province of
Nova Scotia this 5 day of
MARCH, 2023.

A BARRISTER OF THE SUPREME
COURT OF NOVA SCOTIA

PIOTR LUCZAK
A NOTARY PUBLIC IN AND FOR
THE PROVINCE OF NOVA SCOTIA



JAMIE DOYLE

AFFIDAVIT OF EXECUTION

PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG

I certify that on the 8 day of MARCH, 2023, Town of Lunenburg, as Grantor, one of the parties thereto caused the foregoing Instrument to be executed on its behalf by the affixing of its municipal seal, identified its duly authorized officer(s), in my presence and that I signed as a witness to such execution.



A BARRISTER OF THE SUPREME
COURT OF NOVA SCOTIA

PIOTR LUCZAK
A NOTARY PUBLIC IN AND FOR
THE PROVINCE OF NOVA SCOTIA

Schedule A

ALL and singular that certain Proposed Utility Easement, situated, lying and being at the Town of Lunenburg, Lunenburg County, Nova Scotia, designated property of Town of Lunenburg, and being more particularly shown on Plan of Survey No. 20,153-C, prepared by Berrigan Surveys Limited, Nova Scotia Land Surveyors, dated May 14, 2022, which said easement may be more particularly described as follows:

BEGINNING at a point marked by a survey marker, marking the most eastern corner of the herein described easement, being the most eastern corner of Lot TOL3, property of Town of Lunenburg, a southwestern side line of AGL Group Holdings Limited and a northern corner of Lot TOL4, property of Town of Lunenburg.

THENCE from said point so located South 41 degrees 43 minutes 32 seconds West (grid bearings) along said southeastern side line of Lot TOL3 and the northwestern side line of Lot TOL4, 7.359 metres to a point, marking the most southern corner of the herein described easement.

THENCE North 56 degrees 39 minutes 04 seconds West, 23.203 metres to a point.

THENCE South 84 degrees 47 minutes 12 seconds West, 12.019 metres to a point, marking the most western corner of the herein described easement and a southeastern side line of said AGL Group Holdings Limited property.

THENCE North 44 degrees 16 minutes 26 seconds East along said AGL Group Holdings Limited property, 18.780 metres to a point, marking the northwestern corner of the herein described easement.

THENCE North 84 degrees 47 minutes 12 seconds East, 2.009 metres to a point.

THENCE South 56 degrees 39 minutes 04 seconds East, 3.109 metres to a point, marking a southwestern side line of said AGL Group Holdings Limited property.

THENCE South 45 degrees 42 minutes 16 seconds East along said AGL Group Holdings Limited property, 25.905 metres to a survey marker, marking the place of beginning.

Schedule B

ALL and singular that certain Proposed Sewer Easement, situated, lying and being at the Town of Lunenburg, Lunenburg County, Nova Scotia; designated property of Town of Lunenburg, and being more particularly shown on Plan of Survey No. 20,153-C, prepared by Berrigan Surveys Limited, Nova Scotia Land Surveyors, dated May 14, 2022, which said easement may be more particularly described as follows:

BEGINNING at a point marked by a survey marker, marking the most western corner of the herein described easement, which said point marks the most western corner of Lot TOL3, property of Town of Lunenburg, a southeastern side line of property of AGL Group Holdings Limited and the northeastern side line of Tannery Road.

THENCE from said point so located North 44 degrees 16 minutes 26 seconds East (grid bearings) along said southwestern side line of said AGL Group Holdings Limited property, 22.426 metres to a survey marker, marking the most northern corner of the herein described easement, being the most northern corner of Lot TOL3.

THENCE South 45 degrees 42 minutes 16 seconds East along a southwestern side line of said AGL Group Holdings Limited property, 5.643 metres to a point, marking the most eastern corner of the herein described easement.

THENCE South 47 degrees 05 minutes 13 seconds West, 8.824 metres to a point, marking the northeastern side line of building, civic No. 17.

THENCE North 46 degrees 18 minutes 27 seconds West along the northeastern side line of said building, 0.663 metres to a point.

THENCE South 43 degrees 34 minutes 27 seconds West along the northwestern side line of said building, 9.580 metres to a point.

THENCE South 46 degrees 18 minutes 03 seconds West, 5.428 metres to a point, marking the most southern corner of the herein described easement and the northwestern side line of Tannery Road.

THENCE North 28 degrees 21 minutes 18 seconds West along the northeastern side line of Tannery Road, 4.686 metres to a point, marking the place of beginning.

This Grant of Easement made this 8 day of MARCH, 2023.

Between:

Town of Lunenburg, a municipal body corporate

(herein referred to as the "Grantor")

and

Town of Lunenburg, a municipal body corporate

(herein referred to as the "Grantee")

Whereas:

- A. The Town of Lunenburg (as Grantee) is the owner of Lot TOL3 at 17 Tannery Road in Lunenburg (currently represented in Nova Scotia Property Online as PID # 60725470), and more fully shown on a Plan of Subdivision prepared by Berrigan Surveys Limited dated May 13, 2022 and bearing Plan # 20,153-B and filed in the Land Registration Office under # 121319827 (the "subdivision plan"). The said Lot TOL3 is referred to herein as the "Dominant Tenement";
- B. The Town of Lunenburg (as Grantor) is the owner of lot TOL4 on Tannery Road in Lunenburg (currently represented in Nova Scotia Property Online as PID # 60725488) and more fully shown on the subdivision plan, (herein referred to as the "Servient Tenement");
- C. There is an existing sanitary sewer lateral leading from the existing building on lot TOL3 in a Southeasterly direction to the sewer main located on or under TOL4.
- D. The bounds of the easement granted herein are shown on a Plan of Survey prepared by Berrigan Surveys Limited dated the 14th day of May, 2022, bearing Plan No. 20,153-C and filed in the Land Registration Office, Bridgewater, N.S. under Plan # 121704366.

Witnesseth that in consideration of the sum of \$1.00 and other lawful consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby grant unto the Grantee, its successors and assigns, the owner or owners from time to time of the Dominant Tenement referred to herein, the free and uninterrupted privilege, right and easement in perpetuity to the following:
 - a. To enter on, over, across, and/or under that portion of the Servient Tenement described in Schedule A (the "Sewer Easement") to maintain, inspect, alter, remove, replace, lay down, install, construct, operate, repair, and reconstruct the sanitary sewer lateral above referred to;
 - b. To enter upon the lands immediately adjacent to the Easement from time to time only as may be reasonably required by the Grantee to carry out the foregoing work;

- c. To use such vehicles, machinery, equipment and personnel as may be deemed expedient by the Grantee in the exercise of the powers under this Easement, on the Servient Tenement;
 - d. Generally to do all acts necessary or incidental to the exercise of the rights and privileges granted herein;
2. The Grantor hereby covenants with the Grantee that it WILL NOT:
- a. install, erect or construct on or under the Easement any foundation, building or other structure or installation which, in the opinion of the Grantee, might interfere with the sewer lateral;
3. The Grantor warrants that the Grantor has good title in for simple to the lands and the right to grant the easement herein granted, that the lands are free from encumbrances, and that the Grantor will procure such further assurances as may reasonably be required.
4. This Grant of Easement shall ensure to the benefit of, and be binding upon, the Grantor and the Grantee and their successors and assigns (the owners from time to time of the Servient Tenement and the Dominant Tenement), and shall run with the lands referred to herein as the Servient Tenement and the Dominant Tenement.

IN WITNESS WHEREOF the Grantor has executed this Grant of Easement on the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of -

Witness _____

Witness _____

TOWN OF LUNENBURG
(as Grantor)

 Mayor
 Print Name: Matt Risser

 CAO
 Print Name: Jamie Doyle

PIOTR LUCZAK
A NOTARY PUBLIC IN AND FOR
THE PROVINCE OF NOVA SCOTIA

AFFIDAVIT OF STATUS

CANADA

PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG

I, Jamie Doyle, of Bridgewater, in the County of Lunenburg and Province of Nova Scotia make oath and swear that:

1. I am the Town CAO of the Town of Lunenburg (the "Town") and as such have personal knowledge of the matters herein deposed to.

ACKNOWLEDGMENT OF EXECUTION

2. I acknowledge that the Mayor, Matt Risser, and I executed the foregoing instrument on behalf of the Town and I affixed the municipal seal.
3. The Major and I are authorized to execute the foregoing instrument on behalf of the Town and thereby bind the Town.

AGE AND RESIDENCY

4. I acknowledge that the Town executed the foregoing instrument as Grantor by its proper officer(s) duly authorized in that regard on the date of this Affidavit. This acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the Registry Act, R.S.N.S., 1989, c.392, or Section 79(1)(a) of the Land Registration Act, S.N.S., 2001, c.6 (as the case may be) for the purpose of registering the instrument.
5. The Town is a municipal unit in Canada under the Income Tax Act (Canada).

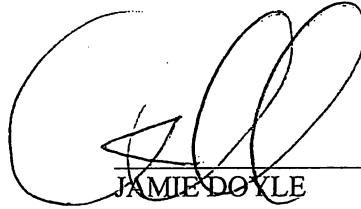
SPOUSAL STATUS

6. For the purposes of this Affidavit, "spouse" means either of two persons, including, without limiting the generality of the foregoing, either of a man or a woman who:
 - A.
 - i. are married to each other;
 - ii. are married to each other by a marriage that is voidable and has not been voided by a judgment of nullity;
 - iii. have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year; or
 - B. For the purpose of this Affidavit "spouse" includes an individual who is a party to a registered domestic-partner declaration made in accordance with Section 53 of the Vital Statistics Act but does not include a former domestic partner.

- 7. For the purposes of this Affidavit, "Matrimonial Home" means a dwelling or real property occupied by a person and that person's spouse as a family residence.
- 8. Ownership of lands by the Town of Lunenburg does not entitle a resident of the Town to occupy the lands as a Matrimonial Home.

SWORN To at Lunenburg, in the
County of Lunenburg and Province of
Nova Scotia this 2 day of
March, 2023.

A BARRISTER OF THE SUPREME
COURT OF NOVA SCOTIA



JAMIE DOYLE

PIOTR LUCZAK
A NOTARY PUBLIC IN AND FOR
THE PROVINCE OF NOVA SCOTIA

AFFIDAVIT OF EXECUTION

PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG

I certify that on the 3 day of March, 2023, Town of Lunenburg, as Grantor, one of the parties thereto caused the foregoing Instrument to be executed on its behalf by the affixing of its municipal seal, identified its duly authorized officer(s), in my presence and that I signed as a witness to such execution.



A BARRISTER OF THE SUPREME
COURT OF NOVA SCOTIA

Schedule A

ALL and singular that certain Proposed Sewer Easement, situated, lying and being at the Town of Lunenburg, Lunenburg County, Nova Scotia, designated property of Town of Lunenburg, and being more particularly shown on Plan of Survey No. 20,153-C, prepared by Berrigan Surveys Limited, Nova Scotia Land Surveyors, dated May 14, 2022, which said easement may be more particularly described as follows:

BEGINNING at a point, marking the most northern corner of the herein described easement, which said point marks the southeastern side line of Lot TOL3 and the northwestern side line of Lot TOL4, properties of Town of Lunenburg.

THENCE from said point so located South 70 degrees 32 minutes 25 seconds East (grid bearings), 3.296 metres to a point, marking the most eastern corner of the herein described easement.

THENCE South 41 degrees 43 minutes 32 seconds West, 6.591 metres to a point, marking the most southern corner of the herein described easement.

THENCE North 70 degrees 32 minutes 25 seconds West, 3.296 metres to a point, marking the most western corner of the herein described easement, the southeastern side line of Lot TOL3 and the northwestern side line of Lot TOL4.

THENCE North 41 degrees 43 minutes 32 seconds East, 6.591 metres to a point, marking the place of beginning.



Subject: Dissolution of Project Lunenburg Steering Committee
From: Arthur MacDonald, Director of Community Development
Reviewed by: Jamie Doyle, CAO
Date: March 28, 2023

Recommendation

That Council dissolve the Comprehensive Community Plan Project Steering Team as it has fulfilled its purpose as set out in its Terms of Reference.

Alternatives

- Amend the Comprehensive Community Plan Project Steering Team's Terms of Reference so the Team has new relevance.
- Defer a decision to a later date.

Background

Per its Terms of Reference as amended by Council on November 24, 2020, the Comprehensive Community Plan Steering Team's purpose is to monitor the quality of the Comprehensive Community Plan and updated Municipal Planning Strategy, Land Use By-law, Subdivision By-law and Heritage Conservation District Plan and By-law, and as they develop, provide support, guidance, and oversight of the process and ensure that the scope of work is adhered to and milestones met per the Request for Proposals (RFP) relating to the project, or following an amended consulting services agreement.

As the final project associated with the Steering Team, the Heritage Conservation District Plan and By-law, is soon to be completed, staff recommend that Council dissolve the Steering Team as any input, support, and guidance from members is no longer required.

Discussion

The Comprehensive Community Plan Steering Team (also called the Comprehensive Community Plan Advisory Team or Committee and the Project Lunenburg Steering Team) was created by Council on April 24, 2018, and Council revised the Terms of Reference on August 28, 2018, September 11, 2018, and October 23, 2018.

On October 13, 2020, following the completion of the Town's Comprehensive Community Plan, Council reviewed the Team's Terms of Reference and agreed the Team would continue to provide oversight towards developing a Municipal Planning Strategy, Land Use By-law, and Subdivision By-Law for the Town of Lunenburg.

The Comprehensive Community Plan Steering Team's Terms of Reference were revised again on November 24, 2020, with a new mandate to ensure alignment between the Town's five principal planning documents: the Comprehensive Community Plan, Municipal Planning Strategy, Land Use By-

law, Subdivision By-law and Heritage Conservation District Plan and By-law.

Four of the projects overseen by the Comprehensive Community Plan Steering Team are complete:

- Comprehensive Community Plan adopted November 17, 2020
- Municipal Planning Strategy adopted July 27, 2021
- Land Use By-law adopted July 27, 2021
- Subdivision By-law adopted July 27, 2021

A draft Heritage Conservation District Plan and By-law has been completed and are in the final review stages. The new Heritage Conservation District Plan and By-law will be reviewed following the process outlined in the *Heritage Property Act*, the Heritage Conservation Districts Regulations, and the Town's Heritage Conservation District Public Participation Program. The Town's Heritage Advisory Committee will review the draft Heritage Conservation District Plan and By-law. Lunenburg residents will be invited to provide input during a Public Participation Meeting, which will be advertised on the Town's website and in the *Progress Bulletin*. Letters will also be mailed to property owners in keeping with the Heritage Conservation District Public Participation Program. Citizens may also submit letters of opposition or support to the Town Clerk.

Strategic Plan Relevance

- Governance: Direction to enhance internal and external relations through policies, procedures, and resources.

Relevant Legislation

The Heritage Property Act outlines the required process for amending Heritage Conservation District Plans and By-laws.

Financial

There is no impact on the approved 2022-2023 Operating Budget.

Communications

Staff would like to thank members of the Steering Team, past and present, for their support, guidance, and insight. Current team members will be informed of the committee's dissolution through letters of appreciation.

Attachments

- A - Comprehensive Community Plan Project Steering Team Terms of Reference
- B - Comprehensive Community Plan Project Steering Current Team Member List

A - Comprehensive Community Plan Project Steering Team Terms of Reference

Approved by Council 11 September 2018, amended 23 October 2018 and 24 November 2020

COMPREHENSIVE COMMUNITY PLAN PROJECT

Terms of Reference ("ToR") for the Comprehensive Community Plan Project Steering Team ("Steering Team")

1.0 DEFINITIONS

In these ToR,

"Council" means the Council of the Town of Lunenburg.

"Comprehensive Community Plan" is a community-specific, inclusive and holistic planning process that covers all aspects of the community, and enables it to plan its development and lay out its vision and high-level goals for the long term.

"Comprehensive Community Plan Project" includes the generation of a Comprehensive Community Plan as well as an updated Municipal Planning Strategy, Land Use By-law, Heritage Conservation District Plan and By-law and Subdivision By-law as supporting documents.

"Comprehensive Community Plan Steering Team" means an advisory group tasked by Council to be the governing body of the Comprehensive Community Plan Project and will provide strategic leadership and governance oversight.

2.0 TITLE

The advisory group to Council shall be named the Comprehensive Community Plan Project Steering Team (Steering Team).

3.0 PURPOSE

The purpose of the Comprehensive Community Plan Project Steering Team (Steering Team) is to monitor the quality of Comprehensive Community Plan and updated Municipal Planning Strategy, Land Use By-law, Heritage Conservation District Plan and By-law, and Subdivision By-law as they develop; provide support, guidance, and oversight of the process; and ensure that the scope of work is adhered to and milestones met in accordance with the Request for Proposals (RFP), attached as Appendix 1.1, or in accordance with an amended consulting services agreement.

4.0 RESPONSIBILITIES

4.1 The responsibilities of the Steering Team will be to:

- a. monitor the quality of Comprehensive Community Plan, Municipal Planning Strategy and Land Use By-law, Heritage Conservation District Plan and By-law and Subdivision By-law as they develop;
- b. provide support, guidance, and oversight of the Comprehensive Community Plan process and its progress;
- c. provide oversight of the Municipal Planning Strategy and Land Use By-law, Heritage Conservation District Plan and By-law, and Subdivision By-law processes and their progress;
- d. ensure that the scope of work is adhered to and milestones met;
- e. provide regular updates to Council;
- f. based on delegated authority, make decisions that are in accordance with the terms of the RFP;
- g. provide advice and recommendations to Council on any substantive changes to the scope of work and/or terms of the RFP; and
- h. provide a recommendation to Council relating to the approval of the Comprehensive Community Plan.

4.2 The Steering Team may consult with Town of Lunenburg staff, Council, or stakeholders, as necessary.

4.3 The Steering Team may seek outside expertise, as necessary.

4.4 The Steering Team may establish rules of procedure that are necessary for the performance of its responsibilities.

5.0 MEMBERSHIP

5.1 Voting members of the Steering Team shall include:

- i. Chair, Town Councillor #1, as appointed by Council
- ii. Town Councillor #2, as appointed by Council
- iii. Town Councillor #3, as appointed by Council
- iv. Citizen Representative #1, as appointed by Council
- v. Citizen Representative #2, as appointed by Council
- vi. Qualified Expert #1, as appointed by Council
- vii. Qualified Expert #2, as appointed by Council
- viii. Qualified Expert #3, as appointed by Council

5.2 Non-voting, ex-officio members shall include:

- i. Project Manager/Manager of Planning and Development
- ii. Heritage Manager
- iii. Town Engineer
- iv. Staff representative of the Municipality of the District of Lunenburg
- v. Representative of a Provincial organization or crown corporation (e.g. Develop Nova Scotia, Municipal Affairs)

5.3 There shall be a maximum of eight (8) voting members.

5.4 Council may appoint new members to join the Steering Team and amend the ToR accordingly.

5.5 Resource people may be invited to attend the meetings upon request from the Chair on behalf of the Steering Team to provide advice and assistance, as necessary.

5.6 Citizen representatives shall have expertise in project management, community engagement, programming and policy, rural and urban planning, asset management, or other area of expertise deemed beneficial by Council in providing oversight of the plan process.

5.7 Qualified experts shall have expertise in project management, community engagement, programming and policy, rural and urban planning, asset management, or other area of expertise deemed beneficial by Council in providing oversight of the plan process. Town citizens who meet the criteria shall be given preference in the selection process.

6.0 CHAIRPERSON

6.1 The Chair of the Steering Team shall be a Town Councillor and appointed by Council.

6.2 The Chair shall provide information on the progress of the Steering Committee as well as bring forward its recommendations to Council.

6.3 The Chair shall preside over all Steering Team meetings. The Chair will ensure that the meetings are conducted in a cordial and respectful manner and that matters are discussed in accordance with the meeting agenda.

6.4 The Chair shall set meeting dates and approve the agenda.

6.5 The Chair shall be the spokesperson for the Steering Committee.

7.0 MEETINGS

7.1 Meetings shall be held once a month.

7.2 Special or extraordinary meetings shall be called by the Chair, when necessary.

7.3 Quorum shall consist of fifty percent (50%) of the members plus one (1).

7.4 Record of meetings will be recorded in the form of notes by the Town of Lunenburg staff. At each meeting, the previous notes will be reviewed by members.

7.5 The Steering Team meetings are open to members of the public.

8.0 AMENDMENTS

The Terms of Reference may be amended by Council.

9.0 CONFLICT OF INTEREST

The Steering Team members have an obligation to disclose any conflicts of interest relative to the matters under discussion.

10.0 TERM

The Steering Team shall be in effect until dissolved by Council or upon completion of the Comprehensive Community Plan Project.

Approval:

11 September 2018 Motion of Council:

Terms of Reference for Comprehensive Community Plan Steering Team

Motion: moved by Councillor McGee, seconded by Councillor Risser to approve the draft Terms of Reference for the Comprehensive Community Plan Project Steering Team, as set out in Appendix 1 (Schedule "B").

Motion: moved by Councillor Risser, seconded by Councillor Croft to amend the previous motion to add that two citizen representatives will be replaced with qualified experts in this field, with Town citizens who meet the criteria being given preference in the selection process. Motion carried.

Amendment:

23 October 2018 Motion of Council:

Motion: moved by Councillor Risser, seconded by Councillor McGee to amend the Terms of Reference for the Comprehensive Community Plan Project Steering Team, as follows:

1. In Part 5.1 after vii. Qualified Expert #2, as appointed by Council, add *viii. Citizen Representative or Qualified Expert, as appointed by Council;*
2. In Part 5.3, replace "seven (7) voting members" with *eight (8) voting members.*

Motion carried.

Amendment:

24 November 2020 Motion of Council:

Motion: moved by Councillor Sanford, seconded by Councillor Halverson the amendment of the Terms of Reference for the Comprehensive Community Plan Project Steering Team, to allow for the inclusion of the Heritage Conservation District Plan and By-law in the Comprehensive Community Plan Project, as follows:

1. In Part 1.0, 3.0, 4.1.a, and 4.1.c, after "Land Use By-law", add: "*Heritage Conservation District Plan and By-law*;"
2. In Part 3.0, after "attached as Appendix 1.1" add: ", *or in accordance with an amended consulting services agreement.*"

Motion carried.

Attachment B - Comprehensive Community Plan Project Steering Current Team Member List

Matt Risser, Chair, Mayor (<i>Councillor at time of appointment</i>)	Appointed October 23, 2018
Peter Mosher, Deputy Mayor	Appointed October 23, 2018
John McGee, Councillor	Appointed October 23, 2018
Bill Rice, Citizen Representative	Appointed October 23, 2018
Cheryl Lamerson, Citizen Representative	Appointed October 23, 2018
Gerry Rolfson, Qualified Expert	Appointed October 23, 2018
Susan Sanford, Qualified Expert	Appointed October 23, 2018
Peter Goforth, Qualified Expert	Appointed October 23, 2018

Subject: Potable Water Quality Test Results: October to December 2022
From: Tyson Joyce, P.Eng, PMP, Town Engineer
Reviewed by: Jamie Doyle, CAO
Date: 8 March 2023



Recommendation

This is an information report. No decision of Council is required.

Background

The Nova Scotia Environment and Climate Change (NSECC) Approval documents to operate for the Water Treatment Plant (WTP) require that certain tests be carried out to verify the quality of treated potable water. There are also Federal testing standards that must be followed. Routine testing is conducted in the Town of Lunenburg (TOL) lab at the WTP, and independently by accredited laboratories to determine compliance levels with both the Provincial and Federal standards. If any test result exceeds the standards, then explanations are provided. This report provides a monthly summary of these results.

The timing of this document follows from the testing schedule at the WTP, which is performed on a quarterly cycle. The next Council report will be prepared at the end of the next quarter.

At the end of each year an annual report is also prepared for the WTP and filed with the Provincial and Federal governments.

Discussion

1.0 Water Quality

The Approval to Operate document requires the following water quality sampling:

- Weekly total coliform and fecal coliform tests for water entering the distribution system and various water distribution system sample points (maximum none/100 mL).
- Monthly tests for aluminum.
- Quarterly tests for parameters for corrosion control:
 - Lead (maximum 0.005 mg/L).
 - Manganese (maximum 0.12 mg/L).
- Quarterly tests for disinfection by-products:
 - Trihalomethanes (maximum 0.1 mg/L).
 - Haloacetic acids (maximum 0.08 mg/L).

- Turbidity at each filtration unit must be between 0.1-0.3 NTU measured continuously.
- Chlorine residual must be between 0.2-4.0 mg/L measured continuously.
- The Province can also request virus testing for *Giardia* and *Cryptosporidium* at any time. Treatment efficiencies are required to meet:
 - 3-log reduction (99.9%) of *Giardia* and *Cryptosporidium*.
 - 4-log reduction (99.9%) of viruses.
- Treatment must also limit corrosion of water distribution and/or plumbing systems and reduce odors.

Federal Guidelines for Monitoring Public Drinking Water Supplies require annual testing of raw water and treated water for compliance. A more in-depth assessment is required every five years.

Results

From October to December 2022, all weekly, monthly, and quarterly regulatory testing and in-house daily testing complied with the Approval requirements.

The following table summarizes the sampling results for this quarter, including parameters identified in the Approval to Operate. This table reports periodic turbidity and chlorine residual testing, but not continuous testing. Turbidity and chlorine residual are continuously monitored and recorded on the WTP Supervisory Control and Data Acquisition (SCADA) system. There are safeguards in place that automatically raise alarms for the operator and shut down equipment when the required conditions are not met.

Parameter Tested	Approval Limit	Exceeded Approval Limit
Aluminum	<0.1 mg/L for conventional treatment	None
	<0.2 mg/L for other treatment	None
Lead	<0.005 mg/L	None
Manganese	<0.12 mg/L	None
Trihalomethanes	<0.1 mg/L	None
Haloacetic Acids	<0.08 mg/L	None
Turbidity	<0.1 NTU 99% of the time, and not to exceed 0.3 NTU	None
Chlorine Residual	0.2-4.0 mg/L	None
Total Coliforms	None/100 mL	None
Fecal Coliforms	None/100 mL	None
Comment: None		

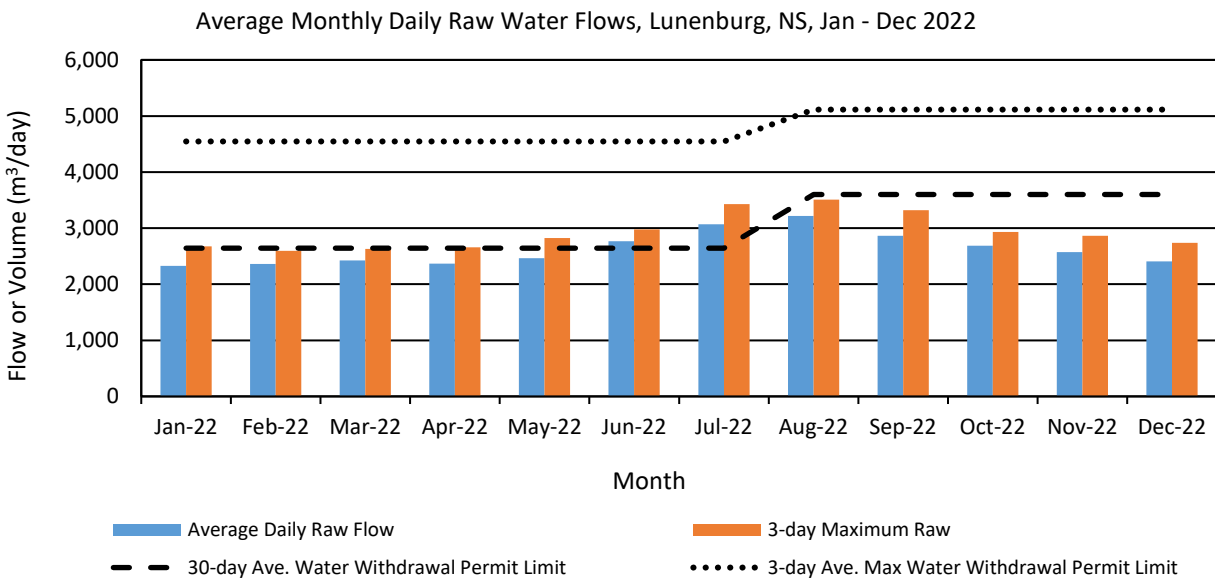
2.0 Raw and Treated Water Flows

The WTP withdraws water from Dares Lake and can withdraw water at a rate outlined in the Approval to Withdraw Water. The approved rates of withdrawal as of July 31, 2022 are as follows:

- Average rate of withdrawal: 3,600,000 L/day (averaged over 30 days).
- Maximum rate of withdrawal: 5,114,000 L/day (averaged over 3 days).

Average Monthly and Daily Flow of Raw Water:

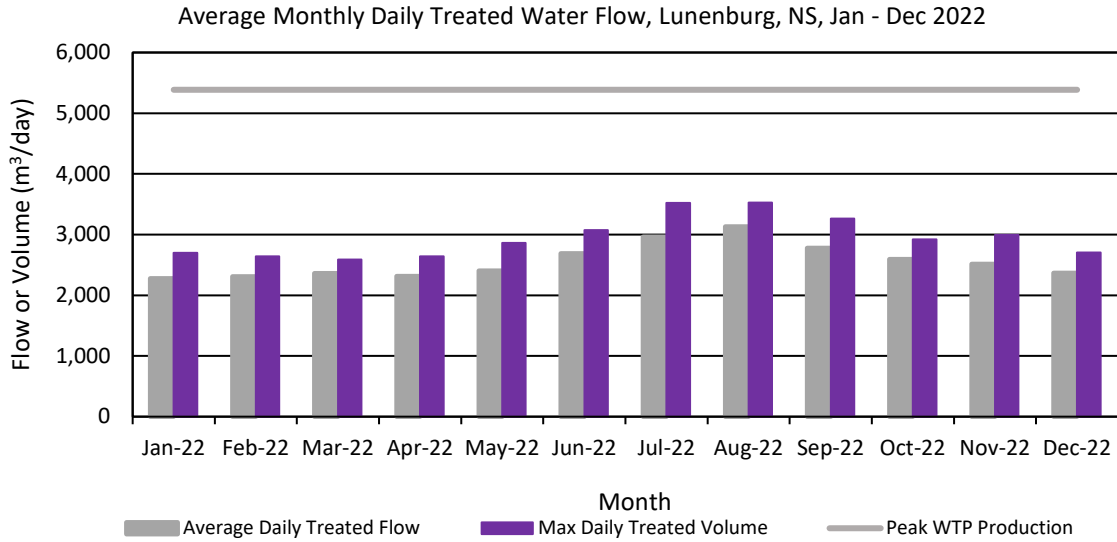
The following graph shows the historical monthly flows and the 3-day maximum flows for the raw water entering the WTP over the past year, inclusive of this quarter:



Average Monthly and Daily Flow of Treated Water:

The following graph shows the historical monthly flows and the maximum daily flow for the treated

water from the WTP over the past year, inclusive of this quarter:



Results

The average daily raw water flow did not exceed the 30-day average Water Withdrawal Permit Limit during this quarter.

The 3-day maximum average withdrawal limit was not exceeded this quarter.

The treated water flow did not exceed the peak production rate within this quarter.

3.0 Water Main Breaks and Repairs:

The leaks reported in this quarter are detailed in the following table:

Month	Date	Street	Address or Block	Problem or Cause
November	8	Knickle Road	39	8" Gate valve leak, repaired Nov 9/22
November	9	Centennial	146	Contractor pulled lateral from main during connection to curb stop
December	5	Rudolph/Morash		Lateral damaged during excavation
December	21	Centennial	193	Repair clamp leaking, replaced. After repair, saddle from Civic 192 began leaking, also replaced.

4.0 Complaints

The complaint reported this quarter is detailed in the following table:

Month	Date	Street	Address or Block	Problem or Cause
October	26	Old Blue Rocks Road	44	Worsening water pressure, PW investigating.

Strategic Plan Relevance

Strategic Planning Goal #3. A. (a.) of the Town's Strategic Plan is to "Champion opportunities for our community's health and well-being by ... Protecting our natural environment ... Continue to provide solid waste management, sewage treatment and high-quality water to all of our residents".

Relevant Legislation/Approvals

The TOL water system operates according to two Nova Scotia Environment Approvals:

- Approval for Operation – Water Treatment Facility (Approval # 2010-071794-01)
- Approval to Withdraw Water – Dares Lake (Approval # 2011-079411-01)

Financial

Funds are included in the WTP operating budget to pay for these water quality tests.

Subject: Wastewater Quality Test Results: October to December 2022
From: Tyson Joyce, P.Eng, PMP, Town Engineer
Reviewed by: Jamie Doyle, CAO
Date: 8 March 2023



Recommendation

This is an information report. No decision of Council is required.

Background

The Nova Scotia Environment “Approval” documents to operate for the Wastewater Treatment Plant (Class II wastewater treatment facility) require that certain tests be carried out to verify the quality of treated wastewater at the plant. There are also Federal testing standards that must also be followed. Routine testing is conducted both in the Town of Lunenburg (TOL) labs at the WWTP and independently by accredited laboratories to determine compliance levels with both the Provincial and Federal standards. If any test result exceeds the standards, then explanations are provided. This report provides a monthly and quarterly summary of these results.

The timing of this document follows from the testing schedule at the WWTP, which is performed on a quarterly cycle. The next Council report will be prepared at the end of the next quarter.

At the end of each year an annual report is also prepared for the treatment plant and filed with the Provincial and Federal governments.

Discussion

The Lunenburg WWTP was issued an amended Approval to Operate by Nova Scotia Environment in 2020. The requirements of this Approval, as well as the Federal Requirements are summarized below:

Provincial Approval 2012-082710-02 Testing Requirements

<p>Treated wastewater must be tested a minimum of five times per month (once per week) for:</p> <ul style="list-style-type: none"> • Carbonaceous Biochemical Oxygen Demand (CBOD, maximum 20 mg/L) • Suspended Solids (SS, maximum 20 mg/L); and • <i>E. coli</i> (maximum 1000 counts/100 mL).
<ul style="list-style-type: none"> • pH is tested daily (five times per week). Acceptable pH is in the range 6.0 - 9.0.
<ul style="list-style-type: none"> • The facility is considered to be in “compliance with the treated effluent discharge criteria if the average value calculated for the averaging period meets the specified limits. All average residuals shall be the arithmetic mean with the exception of <i>E. coli</i>, which shall be the geometric mean.” The averaging period is defined as quarterly.

Federal Wastewater Systems Effluent Regulations Testing Requirements

<p>Treated wastewater must be tested every two weeks for:</p> <ul style="list-style-type: none"> • Carbonaceous Biochemical Oxygen Demand (CBOD maximum 25 mg/L) • Total Suspended Solids (TSS maximum 25 mg/L) • Un-ionized ammonia (maximum 1.25 mg/L) and • pH (between 5.5 - 9.5)
<ul style="list-style-type: none"> • Acute Lethality Tests are mandated to be conducted quarterly. In this test, rainbow trout are used to determine if they can survive in wastewater effluent over a 96-hour period. According to the regulations, if four consecutive Acute Lethality Tests pass when taken quarterly (over a year), then the testing for acute lethality can be reduced to once per year. The WWTP is currently on the reduced program of one lethality test per year.

Results

The required number of tests per month for CBOD, SS, *E. coli* and pH were carried out, and all pH tests were within the required ranges.

Quarterly Averages:

Quarterly averages for this reporting period are summarized in the following table. As per the Approval, an arithmetic mean is used for CBOD and SS, and a geometric mean is used for *E. coli*.

Quarter	Quarterly Average		
	CBOD (20 mg/L)	SS (20 mg/L)	<i>E. coli</i> (1000 counts/100 mL)
Qtr. 4 2022	1.1	4.4	34

All CBOD and TSS test results met the Provincial and Federal requirements this quarter. *E. coli* test results were above the Provincial requirements in four instances this quarter ranging from 1500 to 2500 counts/100 mL. Nonetheless, on a quarterly average basis, which is the basis for meeting the requirements in the Provincial Approval, *E. coli* test results met the Provincial requirements this quarter.

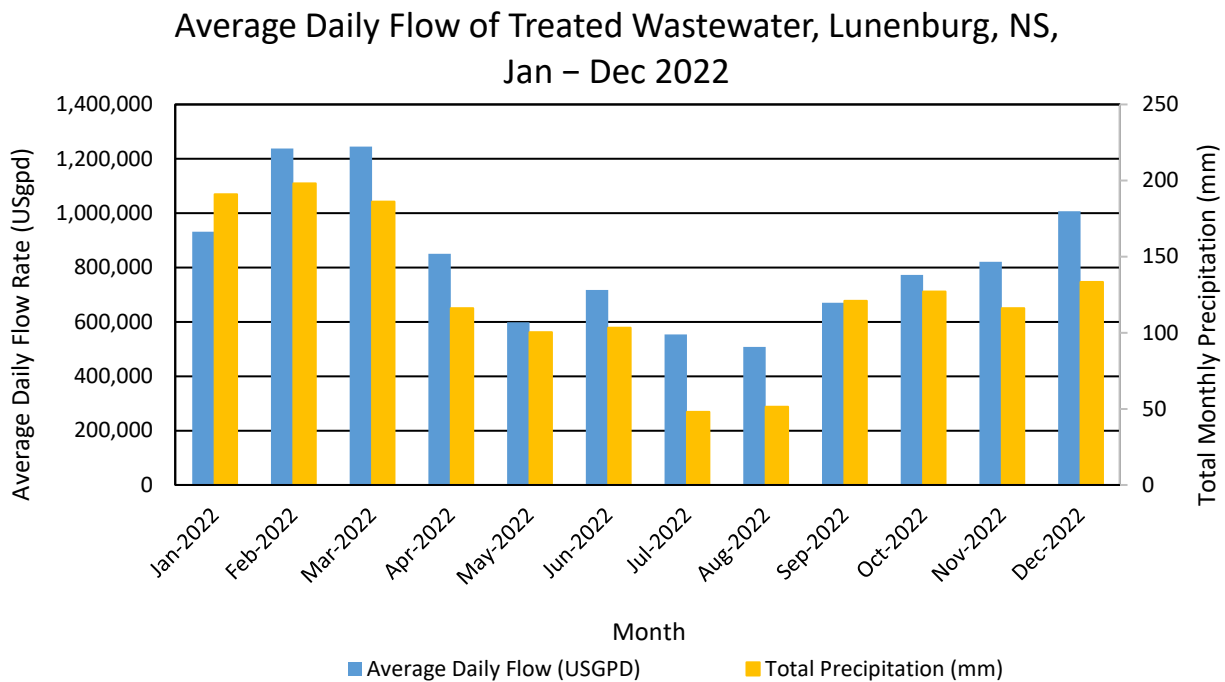
Lethality Testing:

According to the *Wastewater Systems Effluent Regulations* we are now only required to test for acute lethality yearly because the last five consecutive samples passed the test requirements.

As required, an acute lethality test was performed on November 16, 2022 and no trout died during this test. The next acute lethality test will be performed in November 2023.

Average Monthly Daily Flow of Wastewater with Total Monthly Precipitation:

The following graph shows the monthly flows for the wastewater treatment plant over the past year, along with the total monthly precipitation. Total precipitation data was taken from Western Head, Nova Scotia.



Sewer Breaks and Repairs:

Nil.

Complaints:

Month	Date	Street	Address or Block	Problem or Cause
December	14	Tannery Road	14	Resident complained of back pressure on lateral service. PW investigated and performed repair on December 16. Sewer lateral was pinched by Contractor during install of watermain replacement on Tannery Rd.

Strategic Plan Relevance

Strategic Planning Goal #3. A. (a.) of the Town’s Strategic Plan is to “Champion opportunities for our community’s health and well-being by ... Protecting our natural environment ... Continue to provide solid waste management, sewage treatment and high-quality water to all of our residents”.

Financial

Funds are included in the Wastewater Treatment Plant operating budget to pay for these effluent quality tests.