

TOWN OF LUNENBURG
COUNCIL MEETING AGENDA
Tuesday, March 11, 2025 | 6 pm
Lunenburg Town Hall – Council Chamber
120 Townsend Street



NOTICE: Council meetings are open to the public and held in Town Hall. **Please use the back entrance at 120 Townsend Street.**

The public can also watch meetings through Zoom. To livestream this meeting starting at 6 pm, use this Zoom link: <https://us06web.zoom.us/j/88956545878>

Meeting recordings are also available on the Town's [YouTube](#) channel.

1. CALL TO ORDER

2. LAND ACKNOWLEDGEMENT

This meeting takes place in the traditional and ancestral territory of the Mi'kmaq people. We are all Treaty people.

3. ADDITIONS/ DELETIONS TO AGENDA

4. APPROVAL OF AGENDA

4.1 March 11, 2025 Council Meeting Agenda

Recommendation: That Council approve the agenda for the March 11, 2025 meeting as presented.

5. APPROVAL OF MINUTES

5.1 February 11, 2025 Meeting Minutes

Recommendation: That Council approve the February 25, 2025 meeting minutes as presented.

6. PRESENTATIONS

6.1 Council Recognition: Celebrating the Retirement of Cris and Karen Comstock (South Shore Optical)

7. PUBLIC INPUT AND QUESTIONS – 20 MINUTES

- Each person is limited to 3 minutes
- Each person must state their name
- Questions or comments are directed to the Chair

- Comments and questions are open to any municipal matter

8. CORRESPONDENCE

Correspondence items included on the agenda have been submitted for Council's information and do not imply endorsement by the Town. The content of correspondence reflects the views of the author and has not been independently verified. Should Council wish to take action on an item, a motion must be made.

8.1 Response to Resource Development (Municipal Affairs Request) – Barb Harris

8.2 Organization of World Heritage Cities Membership Invitation

8.3 Region 6 Inter-Municipal Committee Budget

Recommendation: That Council approve the Town of Lunenburg's required municipal contribution of \$3,371 to the 2025-26 Region 6 Solid Waste Management Budget, as outlined in the Region 6 Inter-Municipal Committee Budget.

9. PUBLIC HEARINGS, PUBLIC INFORMATION MEETINGS AND APPEALS

10. BUSINESS ARISING AND UNFINISHED BUSINESS

11. NEW BUSINESS

11.1 Pre-Approval of 2025/26 Electric Utility Capital Projects: Feeder 81W-233 Upgrade & Green Street Double Circuit Installation

Recommendation: That Council pre-approve the following Electric Utility Capital Projects for 2025/26 in the amount of \$2,373,000, which includes the 81W-233 Upgrade to Dufferin Street for \$1,721,000 and the new Double Circuit on Green Street for \$652,000.

11.3 Pre-approval for 2025/26 Town Capital Budget Item: Bandstand Restoration Project

Recommendation: That Council pre-approve the Bandstand Restoration Project for the Town's 2025/26 Capital Budget for the amount of \$345,000 (including net HST) with funding from Capital Reserves.

11.4 LBOT Lease Renewal

Recommendation: That Council authorize the Town to enter into a five-year lease agreement with the Lunenburg Board of Trade (LBOT), as presented, for the tourist bureau and campground on Blockhouse Hill.

12. NOTICES OF MOTION, INFORMATION REQUESTS AND COUNCILLOR REPORTS

12.1 Canada Historic Sites and Monuments Board application review – *Presented by Councillor Strachan on Feb. 25, 2025*

Draft motion: That Council direct staff to explore an application to the Parks Canada Historic Sites and Monuments Board of Canada for review of the National Historic Site designation, and that a report on a possible application be presented at a future meeting.

13. ITEMS FOR CONSIDERATION AT COMMITTEE OF THE WHOLE

14. CLOSED SESSION

14.1 Personnel Matter

14.2 Contract Negotiations

Recommendation: That Council move in closed session at _____ to discuss agenda items 14.1 and 14.2 per the Municipal Government Act.

15. ADJOURNMENT

TOWN OF LUNENBURG
COUNCIL MEETING MINUTES

February 25, 2025 | 6 pm

Lunenburg Town Hall – Council Chamber and virtually through Zoom



- Present** Mayor Jamie Myra, Deputy Mayor Rachel Bailey, Councillors Renea Babineau, Debbie Dauphinee, Gale Fullerton, Alex Greek and Alison Strachan
- Also present** Marvin MacDonald, Interim CAO
Tyson Joyce, Director of Public Works
Marc Kiely, Interim Director of Community Development
Laura LeGresley, Heritage Officer
Trevor Hume, Planner
Kayla Byrne, Legislative & Policy Manager
- Call to Order** The meeting was called to order at 6:00 p.m.
- Land acknowledgment** It was acknowledged that Lunenburg is located in the unceded territory of the Mi'kmaq people.
- Approval of Agenda** Moved and seconded that Council approve the February 25, 2025 meeting agenda with the following deletion:
- 6.1 Council Recognition: Celebrating the Retirement of Cris and Karen Comstock
- Motion carried unanimously**
- This item will return at a future meeting.
- Approval of Minutes** Moved and seconded that Council approve the February 11, 2025 meeting minutes as presented.
- Motion carried unanimously**
- Public Input** Wilfred Moore spoke in favour of the issuance of the Certificate of Appropriateness for consideration at tonight's meeting.
- Wendy Rofihe questioned a statement in the new heritage plan suggesting citizens should "rest assured" in staff decisions, fearing it discourages public involvement. She urged better public hearing notifications, suggesting bulletin board postings, newspaper ads, and press releases to improve accessibility for those not on social media.

Duncan Kroll inquired about the future of the electric utility, referencing a previously presented feasibility report. He urged Council to clarify when discussions on the utility's future will take place and how the public can be involved.

Brian Arnett spoke about the importance of international best practices when introducing new buildings in historic contexts. He noted that strictly following the Heritage By-law could set a dangerous precedent, particularly in a UNESCO-designated area.

Correspondence Council received two letters about Inter-Provincial Trade Barriers from the Minister of Municipal Affairs and NSFM. With respect to these items, it was noted these issues are being discussed at the provincial level, with an upcoming Zoom meeting involving mayors and CAOs. It was also noted that the Federation of Nova Scotia Municipalities (NSFM) is actively engaged, and updates will be provided once more information is available.

Business Arising and Unfinished Business Moved and seconded that Council approve the issuance of a Certificate of Appropriateness for the construction of the commercial structure located on Lot 3, Montague Street and the residential structure located on Lot 2, Pelham Street.

FOR
6 Councillors

AGAINST
1 Councillor (Deputy Mayor Bailey)

Motion carried

Affordable Housing Tax Forgiveness Policy With respect to this policy, staff noted it is no longer recommending that the presented policy be approved as presented and requested that the policy be edited before returning for a final consideration.

Moved and seconded that Council reconfirm its commitment to the development of an Affordable Housing Tax Forgiveness Policy, and that an updated draft policy be presented at a future meeting for Council's consideration.

Motion carried unanimously

It was noted that the above motion was sufficient to meet the Housing Accelerator Fund deadlines.

2025/26 Water Capital Budget Moved and seconded that Council pre-approve the Dares Lake Dam and Spillway Upgrades Project in the Water Utility's Capital Budget for

2025/26 for the amount of \$1.031M with funding from grants, Water Utility depreciation funds and capital debt.

Motion carried unanimously

Sponsorship
Request: Jennifer
Collins Classic

Before any discussions on this item, Mayor Myra declared a conflict of interest and left the Council table to sit in the public gallery. Deputy Mayor Bailed assumed chairing responsibilities.

Moved and seconded that Council approve a sponsorship contribution of in-kind support to the Jennifer Collins Classic, consisting of the waiver of non-primetime and weekday morning arena rental fees totalling \$2,960, as well as event promotion through the Town's communication channels and a silent auction item based on the Town's previous silent auction contribution, and authorize the CAO to finalize and sign the sponsorship agreement, in accordance with the Sponsorship and Commemorative Naming Policy and in alignment with Council's direction.

Motion carried unanimously

Mayor Myra resumed chairing responsibilities.

Expense and
Hospitality Policy

Moved and seconded that Council approve the Expense and Hospitality Policy as presented, replacing and repealing the current Council and Management Expense and Hospitality Claims Policy.

Motion carried unanimously

Public Input Policy

Moved and seconded that Council approve the Public Input Policy as presented with the exception of the removal of "applause" from Section 13 and that this policy replace and repeal the current Public Presentations at Town Council, Committee of the Whole Council and Committee Meetings Policy.

Motion carried unanimously

Notices of
Motion,
Information
Requests and
Councillor Reports

Council extended congratulations to the newly established South Shore Lutheran Shared Ministry Program, with special recognition for Councillor Fullerton's contributions to the program.

Councillors provided updates on other community events and upcoming opportunities, such as the Cultural Tourism Working Group community engagement sessions.

Councillor Strachan presented the following notice of motion: that Council direct staff to explore an application to the Parks Canada Historic Sites and Monuments Board of Canada for review of the National

Historic Site designation, and that a report on a possible application be presented at a future meeting. This motion will return for consideration at the next regular Council meeting.

Councillor Dauphinee attended a Lunenburg County Senior Safety Partnership Society meeting.

Updates were provided on the recent Regional Emergency Management Advisory Committee meetings and upcoming budget options.

Council expressed gratitude to Public Works staff for their snow-clearing and road maintenance efforts.

Closed Session Moved and seconded that Council move in closed session at 7:13 p.m. to discuss agenda items 14.1 and 14.2 per the Municipal Government Act.
Motion carried unanimously

Adjournment Council reverted to public session at 8:31 p.m.

There being no further business, the regular meeting of February 25, 2025 was adjourned at 8:32 p.m.

The minutes were read and approved.

From: [Kayla Byrne](#)
To: [Kayla Byrne](#)
Subject: FW: Municipal response to Minister Lohr re. resource development
Date: February 27, 2025 11:04:04 AM
Attachments: [Letter to Marco MacLeod, MLA, Feb 13, 2025.pdf](#)

From: Barbara Harris
Subject: Municipal response to Minister Lohr re. resource development

CAUTION: THIS IS AN EXTERNAL MAIL

Dear Mayors, Wardens and Councillors,

On Feb. 11, 2025, all Mayors and Wardens received a letter from Municipal Affairs Minister John Lohr asking you to “signal your support for greater resource development in our province by letter or press release.” I am writing to ask you to decline this invitation. Why?

The Minister is asking you to give a sight unseen, blanket endorsement for resource development. What resources? The Minister does not say. What would be the short and long-term impact on your community? What would be the impact on drinking water, air quality, roads, farmland? Would toxic waste be generated? How much, how would it be dealt with, how long would it last? What would be the costs and benefits to your community? At this time, there is no way to know the answers to these questions.

Minister Lohr is asking you to give **uninformed consent to unknown projects**.

I would like to suggest it would be in the best interests of municipalities and your citizens to hold back on this request, take a more cautious approach and maintain your ability to address resource development on the basis of specific facts.

- Municipal voices provide important balance in decision making. Giving blanket support for unknown or previously rejected resource development, as Minister Lohr is requesting, weakens that independent voice.
- Municipalities are best able to protect citizens by retaining your ability and leverage to give informed opinion on individual projects when full details are known.
- There is no need to act in haste. Better to consider both immediate and long-term consequences. There is more than one approach that Nova Scotia can take to address present and coming challenges.

Municipalities have played a valuable role as leaders in protecting the health and safety of their citizens and the livability of their communities. Municipalities took the lead in adopting smoke-free public spaces and limiting cosmetic pesticide use, based on scientific evidence. The UNSM also passed a resolution (2013) calling for an extended moratorium on fracking pending a comprehensive review.

When the Independent Review panel made its report in 2014, they recommended that “Hydraulic fracturing for the purpose of unconventional gas and oil development should not proceed at the present time in Nova Scotia.” They also outlined several conditions that should be met before considering fracking, including independent scientific research and a test of community permission to proceed. These conditions have not been met.

The science of the past 10 years confirms that health and environmental risks relating to fracking are far from being resolved. In many cases those risks are even greater than we knew 10 years

ago. Regulations have not, and in many cases cannot, solve these problems. (See attached letter for additional information.)

Meaningful, mature, and evidence-based discussions were the foundation for the present moratoriums on hydraulic fracturing in shale and uranium. **Such discussion, including thorough evidence-based evaluation of short and longer term risks and benefits should come first, before any decision to reverse a ban or moratorium.**

The Independent Review Panel on Fracking also stated, "We strongly suggest that whatever time is needed for each of these steps that it should be taken, without any sense of deadline-setting or impatience by any actor."

That advice, coming from non-partisan experts, might be helpful for municipalities to consider in deciding how to respond to the Minister.

We all want what is best for Nova Scotia. We all want a truly sustainable province on a sustainable planet. In that spirit, I hope municipalities will keep an independent and thoughtful approach to resource development, as well as other issues, in the interests of their citizens.

Sincerely,

Barb Harris
River John

Author: [*Out of Control: Nova Scotia's Experience with Fracking for Shale Gas* \(2013\)](#)
Former Steering Committee member, Nova Scotia Fracking Resource and Action Coalition (NOFRAC)

Attached: Background Information on Fracking in Letter to my MLA, 13 Feb/ 2025

cc: CAOs
Federation of NS Municipalities



FEBRUARY 13, 2025

Mr. Jamie Myra
Mayor
Town of Lunenburg
Lunenburg Town Hall, Attn: Municipal Clerk, 119 Cumberland Street, P.O. Box 129
Lunenburg Nova Scotia
B0J 2C0 Canada

Subject: OWHC membership (2025)

Mr. Mayor,

Your city is a UNESCO World Heritage Site. This distinction opens up opportunities and, at the same time, confronts it with considerable challenges.

To help you turn each other into engines of development and quality of life, I invite you to join the international network of the Organization of World Heritage Cities (OWHC), and thus establish cooperation with over 110 other cities that are already members.

The OWHC offers its members a space for political and professional cooperation, with activities where cities can learn from each other, share experiences, explore new approaches and rally around common positions.

I encourage you to become a member of the OWHC in 2025 and join this vast movement now.

For further information, please do not hesitate to contact the OWHC General Secretariat at secretariat@ovpm.org, or visit the OWHC website (ovpm.org).

Best regards,

The President,

BRUNO MARCHAND
Mayor of Quebec City



OVP . OWHC . OCPM

INVOICE

DATE : 2025-02-13

INVOICE NO: 202501

Billed to:

Mr. Jamie Myra
Mayor
Town of Lunenburg
Lunenburg Town Hall, Attn: Municipal Clerk, 119 Cumberland Street, P.O.
Box 129
Lunenburg Nova Scotia
B0J 2C0 Canada

**MEMBERSHIP FEES PAYABLE TO
THE ORGANIZATION OF WORLD HERITAGE CITIES**

AMOUNT

2025 contribution from the city of Lunenburg, Canada to the OWHC

2122 USD

You can make your payment by cheque or by electronic transfer: Please consult the next page for more complete bank contact information.

The amount of the contribution is always calculated in \$ USD. You can deposit your membership fee in the OWHC's \$ USD account. **However, it is also possible to convert your contribution into Euros and deposit it in the OWHC's Euros account.** Details can be found on the next page.

TOTAL

2122 USD

**For any question concerning this invoice, please contact the
General Secretariat of the OWHC:**

Email : secretariat@ovpm.org

THANK YOU FOR YOUR COLLABORATION

For yearly planning purposes, we would like to receive your annual membership fee before March 31, 2025. Most member cities of the OWHC already comply with this request, which is greatly appreciated. However, if this date does not work for you, you may send us your membership fee anytime during 2025. In that case, we will send you a reminder later during the year.



PO Box 639 / 45 School St , Suite 304 Region 6 Solid Waste-Resource Management Phone: 902-624-1339

Mahone Bay, NS B0J 2E0

E-mail: Christine.McClare@Region6SWM.ca

Hilary Grant
Town of Lunenburg
PO Box 129
119 Cumberland St
Lunenburg, NS B0J 2C0

December 16, 2024

RE: Budget Approval 2025-26

Dear Ms. Grant,

On Friday, December 6, 2024, the Region 6 Inter-Municipal Committee met regarding the budget for the upcoming fiscal April 1, 2025 – March 31, 2026.

The following motion was passed:

MOTION: to recommend approval of the 2025-26 Region 6 Inter-Municipal Committee Budget to member units, as circulated. **M/C**

Pursuant to FINANCES of the Region 6 Inter-Municipal Agreement; items 34 – 39

- “34. The proposed Committee budget shall be submitted to the Councils of each of the Parties prior to 4:30 p.m. on December 31st of each year.
35. The Councils of each of the Parties shall approve said budget, or refuse to do so, by 4:30 p.m. on March 14th of the year to which said budget applies.
36. Should the Council of any of the Parties fail to approve or refuse to approve the proposed Committee budget and so notify in writing the Committee by the stated deadline, then the said budget is deemed to have been approved by that Council.
37. The proposed Committee budget shall be binding on all of the Parties if approved by the Councils of 75% or more of the Parties, so long as the Parties whose Councils have approved represent a minimum of 50% of the total population represented by the Parties to this agreement – said figures to be taken from the most recent available Census of Canada statistics.
38. In the event that motions of refusal to approve result in a proposed Committee budget not receiving approval of the necessary majority of Councils, the Committee shall revise the proposed budget taking into account any comments that may have been provided and submit a revised budget to the Councils of the Parties.
39. Should the Council of any of the Parties fail to approve or refuse to approve a revised proposed Committee budget within 45 days after receipt of same then the said budget is deemed to have been approved by that Council.”



PO Box 639 / 45 School St , Suite 304 Region 6 Solid Waste-Resource Management Phone: 902-624-1339

Mahone Bay, NS B0J 2E0

E-mail: Christine.McClare@Region6SWM.ca

Respecting the enclosed budget, please review with your council and respond to Region 6 before 4:30 pm, March 14, 2025 on your approval or refusal.

Should you have any questions on either document please feel free to contact myself at 902-624-1339 or Chair, Kacy DeLong at 902-930-3065.

If you require my attendance at the council meeting when the budget is up for discussion, please feel free to contact me by phone or email.

Regards,

A handwritten signature in black ink that reads "Christine H. McClare". The signature is written in a cursive style.

Christine H. McClare BA Psych
Regional Coordinator

encl. Region 6 2025-26 Budget Report and R6 Coordinator Annual Report for 2024.



Region 6 Solid Waste-Resource Management

PO Box 639 / 45 School St , Suite 304

Phone: 902-624-1339

Mahone Bay, NS B0J 2E0

E-mail: Christine.McClare@Region6SWM.ca

REVENUE	2024-25 Projection	2024-25 Budget	2025-26 Proposed Budget
Contracts/Service Agreements			
Education Contract	80,392	80,392	80,392
Coordinator Agreement	43,286	43,286	43,286
Enforcement Contract	89,425	89,425	89,425
Sub-total	\$ 213,103	\$ 213,103	\$ 213,103
Stewardship/Incentives			
Dairy Stewardship	90,000	90,000	53,000
Diversion ¹	350,000	350,000	350,000
Municipal Approved Programs	80,500	80,500	80,000
Interest	22,467	0	0
Sub-total	\$ 542,967	\$ 520,500	\$ 483,000
Municipal Contribution			
Municipal Billing ²	152,921	152,921	129,858
Sub-total	\$152,921	\$152,921	\$129,858
TOTAL	\$ 908,991	\$ 886,524	\$ 825,961

EXPENSES	2024-25 Projection	2024-25 Budget	2025-26 Proposed Budget
OPERATING EXPENSE			
Admin Salaries and Benefits	105,220	105,220	108,025
Administration (host)	9,390	9,390	9,390
Travel	2,363	3,000	2,500
Training and conference	1,356	2,200	2,000
Office Rental	9,198	9,675	9,500
Office supplies/computer	5,114	9,900	8,300
Insurance	4,050	3,900	4,050
Legal & Auditor	9,907	9,500	10,325
Sub-total	\$ 146,599	\$ 152,785	\$ 154,090
EDUCATION			
Education salaries and benefits	84,170	84,170	87,030
Education travel	13,886	14,000	14,000



Region 6 Solid Waste-Resource Management

PO Box 639 / 45 School St , Suite 304

Phone: 902-624-1339

Mahone Bay, NS B0J 2E0

E-mail: Christine.McClare@Region6SWM.ca

EXPENSES	2024-25	2024-25	2025-26
	Projection	Budget	Proposed Budget
Program materials ⁴	4,712	4,000	4,000
Advertising	0	1,000	1,000
R6 Recycles	12,820	12,780	13,500
Inter-Municipal program expenses ³	0	0	0
Sub-total	\$ 115,588	\$ 115,950	\$ 119,530
PAYMENTS TO UNITS			
Enforcement Contract	89,425	89,425	89,425
Dairy Agreement	90,000	90,000	53,000
Diversion ¹	350,000	350,000	350,000
Municipal Approved Program	80,500	80,500	80,000
Sub-total	\$ 609,925	\$ 609,925	\$ 572,425
TOTAL	\$ 872,112	\$ 878,660	\$ 846,045
Revenue/Expenditure	\$ 36,879	\$ 37,864	-\$ 20,084

Notes to BUDGET:

1. Dairy Credits - Dairy containers marketed is down from 130 tonnes to 71t. Queens has stockpiled
2. Diversion Credits - \$6.6 million expected Provincially, down from \$7.6 million available last year.
3. Municipal Billing - this now includes two lines, the first line pays for the operations that are not covered through grant and contracted services. The second line, shows the surplus for 2023-24 which is subtracted from the first line resulting in the subtotal, showing the required Municipal Billing (see below).

Municipal Area Serviced:	2021 Population	% of Region	2025-26
Shelburne Shared Services	6,456	6.99%	\$ 9,083.22
Town of Bridgewater	8,790	9.52%	\$ 12,367.03
Town of Mahone Bay	1,064	1.15%	\$ 1,496.99
Municipality of Lunenburg	25,545	27.68%	\$ 35,940.35
Municipality of Barrington	6,523	7.07%	\$ 9,177.49
Town of Clark's Harbour	725	0.79%	\$ 1,020.03
Municipality of Chester	10,804	11.71%	\$ 15,200.61
Town of Lunenburg	2,396	2.60%	\$ 3,371.03
Region of Queens Municipality	10,486	11.36%	\$ 14,753.20
West Hants Regional Municipality	19,509	21.14%	\$ 27,448.05
Total	92,298	100.00%	\$ 129,858.00

BUDGET REPORT 2025-26



Christine McClare, Regional Coordinator
Region 6 Solid Waste Management
December 2024
Christine.McClare@Region6SWM.ca

MUNICIPAL DETAILS:

Region 6 Solid Waste-Resource Management serves 12 municipalities.

- Town of Clark's Harbour
- Municipality of the District of Barrington
- Municipality of the District of Shelburne
- Town of Shelburne
- Town of Lockeport
- Region of Queens Municipality
- Municipality of the District of Lunenburg
- Town of Bridgewater
- Town of Mahone Bay
- Town of Lunenburg
- Municipality of the District of Chester
- West Hants Regional Municipality



Facilities:

Within our jurisdiction, we have:

- 3 second generation municipal solid waste landfills
- 1 compost facility
- 1 material recovery facility (processes blue bags)
- 1 Construction and Demolition (Only) landfill
- 2 organics transfer stations
- 2 construction and demolition transfer stations
- 1 waste transfer station

Presented for information only as Region 6 has no responsibility in operations or administration of the facilities.

ADMINISTRATION:

1. Distribute funds Regionally:
 - a. Diversion Credits
 - b. Dairy Stewardship
 - c. Enforcement
 - d. Hazardous Waste grant
 - e. Municipal Approved Program
2. Datacall – Assist with Municipal data input and output to Nova Scotia Environment/Divert NS
3. R6RECYCLES – Manage and maintain ReCollect waste app
4. @Region6SWM – Manage and maintain social media
5. Voice on provincial initiatives:
 - a. Divert Nova Scotia –
 - i. Municipal Approved Programs
 - ii. Enforcement
 - iii. Municipal Adoption Funding
 - iv. Municipal Efficiency Funding
 - b. Nova Scotia Environment –
 - i. Policy review, Act review, Regulations review
 - ii. Materials markets
 - iii. Stewardship liaison
 - iv. Packaging/Extended Producer Responsibility
 - v. 300 kg/capita goal

EDUCATION:

1. Deliver the Divert Nova Scotia Contract (this is the funding source for our education programs)

Complete required focus area delivery to:

 - a. Institutions – Schools, hospitals and colleges
 - b. Offices
 - c. Food Services – Grocery stores, farm markets, restaurants
 - d. Specific initiatives (such as waste reduction campaign)
 - i. Other: Community Halls, business visits, compliance promotion, public spaces, information booths, council presentations, community group presentations
 - ii. Special Events – Waste Reduction Week, Compost Awareness Week, Environment Week
2. Maintain existing programs:
 - a. Schools – Compliance promotion (are they sorting properly? do they have bins/signs?), curriculum-based presentations, how to sort properly presentations, composting presentations, presentations at staff meetings
 - b. Public spaces – checking for types of containers in public spaces and the signage on the containers, working with municipal/provincial and federal parks,
 - c. Public Relations – Newspaper ads, Education/outreach, webinars, contests, media outreach
 - d. Ongoing support to Municipal outreach –assisting in the delivery of tailored education messages to whomever our stakeholders want

FINANCES

Region 6 has several goals outlined in the Inter-Municipal Agreement (Sept 2018). Two of these goals:

"To strive for an optimum balance between maximizing the long-term benefits achievable by diversion from disposal and minimizing Costs, both operating and capital, associated with implementation of the SWRM system;"

AND

"To conduct its operations equitably and in a fiscally responsible manner."

Revenues

Coordinator Funds	<p>ABOUT Each region is provided a stipend in exchange for contract services that support the role of a liaison on behalf of the Region and partners; Nova Scotia Environment, Divert Nova Scotia, Stewards and other regions and municipalities.</p> <p>FROM Divert Nova Scotia</p> <p>HOW IS IT CALCULATED An equal amount per year. Currently at \$43,286. This money offsets some of the costs associated with employing a coordinator, the office, travel and other overhead expenses.</p> <p>WHEN AND HOW OFTEN A new 3-year contract (2022-2025) has been signed. Quarterly deposits are made to the Region 6 account.</p>
Education Funds	<p>ABOUT Each region must deliver a set amount of program deliverables engaging residents, businesses and schools on proper waste management and promoting its environmental benefits. A portion of the contract is reserved for provincial strategic areas. In F2022, the agreed upon stipend for provincial activities was an extra \$20,000.</p> <p>FROM Divert Nova Scotia</p> <p>HOW IS IT CALCULATED Deliverables to specific target areas, which are revised annually, are required to be completed. An approved work plan includes an allowance for Region specific goals. Current contract is \$78,709.</p> <p>WHEN AND HOW OFTEN A plan is submitted in April for approval. The contract is drafted and issued with a 15% advance in May each year. The remainder is released based on meeting contract obligations for deliverables; 50% mid-year and 35% at year end.</p>

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Municipal Approved Programs (MAP)</p>	<p>ABOUT Solid Waste-Resource Regulations Section 8(1) (b) <i>paying out of the Fund money to provide financial assistance and incentives under an approved program.</i></p> <p>FROM Divert Nova Scotia</p> <p>HOW IS IT CALCULATED Distributed based on population and eligible only towards program costs that keep waste from going to landfill. This money is not permitted to be used to offset any costs associated with the disposal of waste. The estimated revenue issued to member units is approximately \$0.75 per person.</p> <p>WHEN AND HOW OFTEN An amount is advanced to Region 6 following the AGM for Divert Nova Scotia and is distributed after the final contribution is made in February/March.</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Diversion Credits</p>	<p>ABOUT Solid Waste-Resource Regulations Section 8(1) (a) <i>paying a minimum of 50% of the net revenues in the Fund to provide financial support, to be divided between or among municipalities or regions based on the solid waste diverted by the municipality or region;</i></p> <p>FROM Divert Nova Scotia</p> <p>HOW IS IT CALCULATED Based on the solid waste diverted by the member municipal units. Some areas share services; in these cases, the total is paid to the service area, i.e. Municipal Joint Services, Shelburne Shared Services. Three-year average = \$16.67 per tonne diverted</p> <p>WHEN AND HOW OFTEN Diversion payments are made to each area following final confirmation of the datacall numbers to Nova Scotia Environment. Typically, after January.</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Dairy</p>	<p>ABOUT A voluntary stewardship agreement that was developed in 2001 and has been renegotiated between the Atlantic Dairy Council and the Municipalities (Chairman of Regional Chairs) every year since</p> <p>FROM Atlantic Dairy Council</p> <p>HOW IS IT CALCULATED Based on the total tonnes of fluid milk containers¹ sent to market each year. Three-year average = \$737 per tonne</p> <p>WHEN AND HOW OFTEN The amount is negotiated each June (based on previous year data) and a cheque issued in August or early September</p>

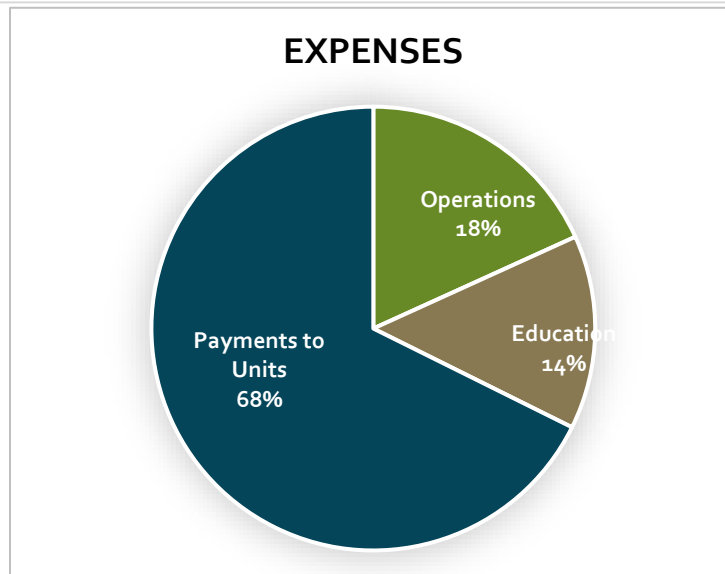
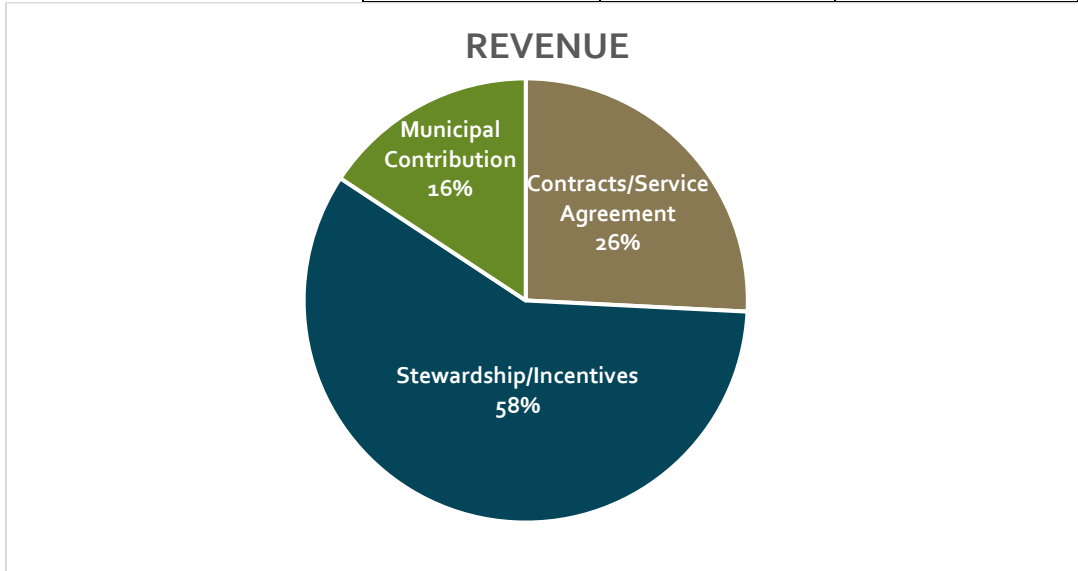
¹ Fluid milk – yogurt, ice cream, butter and other similar containers are not part of the program. Likewise, soy, almond and milk replacement products are also not part of the program.

<p style="text-align: center; writing-mode: vertical-rl; transform: rotate(180deg);">Enforcement Fund</p>	<p>ABOUT This program began in 2009 in response to the increasing demand for support to help fund compliance outreach as more enforcement was required to supplement the education programs. Several employees within Region 6 are partially paid using this fund.</p> <p>FROM Divert Nova Scotia.</p> <p>HOW IS IT CALCULATED The region receives between \$88-\$89,000 based on a stipend (base funding plus a % for our portion of provincial population plus a percent for our portion of the land area). Within the region, it is distributed based on regional population. Each unit must demonstrate meeting the contract eligibility requirements to release the funds both from Divert Nova Scotia and within the region. Deliverables of how many complaints were followed up on and warnings or tickets issued as well as proof of expenditures for staff and equipment to complete the contract deliverables.</p> <p>WHEN AND HOW OFTEN A progress report must be submitted mid-year and a final report at year-end after which funds are released to area participants based on eligible expenses.</p>
<p style="text-align: center; writing-mode: vertical-rl; transform: rotate(180deg);">Inter-Municipal Fund</p>	<p>ABOUT This account was generated on the inception of Region 6 with \$100,000 grant from the province. That money was used to pay for a study and support the formation of the region. Since that time, a few grants had been earned (based on surplus at the RRFB at the time) and added to the account. This is a reserve fund and can be accessed based on motion of the Inter-Municipal Committee.</p> <p>FROM Region 6 - Reserves</p> <p>WHEN AND HOW OFTEN On an as needed basis and only on motion of the Inter-Municipal Committee. Past uses: Public Bins Program, Compost transport and Processing study, R6RECYCLES waste app</p>

BUDGET (Summary)

REVENUE SUMMARY	2024-25 Projection	2024-25 Budget	2025-26 Proposed Budget	% of Revenue
Contracts/Service Agreement	\$213,103	\$213,103	\$213,103	26%
Stewardship/Incentives	\$542,967	\$520,500	\$483,000	58%
Municipal Contribution	\$152,921	\$152,921	\$129,858	16%

EXPENSE SUMMARY	2024-25 Projection	2024-25 Budget	2025-26 Proposed Budget	% of Expenses
Operations	\$146,599	\$152,785	\$154,090	18%
Education	\$115,588	\$115,950	\$119,530	14%
Payments to units	\$609,925	\$609,925	\$572,425	68%



BUDGET (Revenue)

REVENUE	2024-25 Projection	2024-25 Budget	2025-26 Proposed Budget
Contracts/Service Agreements			
Education Contract	80,392	80,392	80,392
Coordinator Agreement	43,286	43,286	43,286
Enforcement Contract	89,425	89,425	89,425
Sub-total	\$ 213,103	\$ 213,103	\$ 213,103
Stewardship/Incentives			
Dairy Stewardship	90,000	90,000	53,000
Diversion ¹	350,000	350,000	350,000
Municipal Approved Programs	80,500	80,500	80,000
Interest	22,467	0	0
Sub-total	\$ 542,967	\$ 520,500	\$ 483,000
Municipal Contribution			
Municipal Billing ²	152,921	152,921	129,858
Sub-total	\$152,921	\$152,921	\$129,858
TOTAL	\$ 908,991	\$ 886,524	\$ 825,961

EXPENSES	2024-25 Projection	2024-25 Budget	2025-26 Proposed Budget
OPERATING EXPENSE			
Admin Salaries and Benefits	105,220	105,220	108,025
Administration (host)	9,390	9,390	9,390
Travel	2,363	3,000	2,500
Training and conference	1,356	2,200	2,000
Office Rental	9,198	9,675	9,500
Office supplies/computer	5,114	9,900	8,300
Insurance	4,050	3,900	4,050
Legal & Auditor	9,907	9,500	10,325
Sub-total	\$ 146,599	\$ 152,785	\$ 154,090
EDUCATION			
Education salaries and benefits	84,170	84,170	87,030
Education travel	13,886	14,000	14,000
Program materials ⁴	4,712	4,000	4,000
Advertising	0	1,000	1,000
R6 Recycles	12,820	12,780	13,500
Inter-Municipal program expenses ³	0	0	0
Sub-total	\$ 115,588	\$ 115,950	\$ 119,530

PAYMENTS TO UNITS

Enforcement Contract	89,425	89,425	89,425
Dairy Agreement	90,000	90,000	53,000
Diversion ¹	350,000	350,000	350,000
Municipal Approved Program	80,500	80,500	80,000
Sub-total	\$ 609,925	\$ 609,925	\$ 572,425
TOTAL	\$ 872,112	\$ 878,660	\$ 846,045

Revenue/Expenditure	\$ 36,879	\$ 37,864	-\$ 20,084
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Notes to BUDGET:

1. Dairy Credits - Dairy containers marketed is down from 130 tonnes to 71 tonnes. Queens material has been stockpiled.
2. Diversion Credits - \$6.6 million expected Provincially, down from \$7.6 million available last year.
3. Municipal Billing - this now includes two lines, the first line pays for the operations that are not covered through grant and contracted services. The second line, shows the surplus for 2023-24 which is subtracted from the first line resulting in the subtotal, showing the required Municipal Billing (see Table 1 for details).

<i>Municipal Area Serviced:</i>	<i>2021 Population</i>	<i>% of Region</i>	<i>2025-26</i>
Shelburne Shared Services	6,456	6.99%	\$ 9,083.22
Town of Bridgewater	8,790	9.52%	\$ 12,367.03
Town of Mahone Bay	1,064	1.15%	\$ 1,496.99
Municipality of Lunenburg	25,545	27.68%	\$ 35,940.35
Municipality of Barrington	6,523	7.07%	\$ 9,177.49
Town of Clark's Harbour	725	0.79%	\$ 1,020.03
Municipality of Chester	10,804	11.71%	\$ 15,200.61
Town of Lunenburg	2,396	2.60%	\$ 3,371.03
Region of Queens Municipality	10,486	11.36%	\$ 14,753.20
West Hants Regional Municipality	19,509	21.14%	\$ 27,448.05
Total	92,298	100.00%	\$ 129,858.00



Region 6 Activities Summary 2024-25

Region 6 staff are responsible to delivery Solid Waste Education and Administration throughout our 12 member municipalities. In addition to representing and liaising for the region at the provincial level and accomplishing the required activities under the Education and Regional Coordinator contracts with Divert NS, some focus areas included:

Education

- Collaboration continues with various partners on litter reduction in Parks, at schools, public event spaces, along roads, on beaches and coastlines.
- Use of social media posts and videos (What Goes Where, Let's Be Clear Litter Doesn't Belong Here and many more) aim to reduce litter, improve sorting and educate on proper waste management. Many specific training videos have been created for municipal/business use.
- In preparation for Extended Producer Responsibility (EPR) for Printed Paper and Packaging (PPP), the Queens Recyclables facility has made a transition to a 2 Bag System for sorting whereby paper products go in one bag and all other recyclables in another bag. This impacted the sorting for all Shelburne County units. Outreach continues to educate the residents on the new sorting requirements.

Enforcement

Many By-Laws have been updated to reflect new sorting requirements (2 bag recycling). Other areas touched on are privacy bags, bag limits and preparations for EPR for PPP.

Administration

- The annual fee increase in 2024 for our ReCollect Waste App was too high and after a successful adjustment, the cost was reduced and a \$,280.52 savings was recognized.
- Work continues to implement EPR for PPP with every municipality registering for the program. Next steps are for municipalities to decide whether to continue collecting residential recyclables and be compensated by the Producers or have them manage their products. Collection contract adjustments are being prepared, where necessary.
- Other EPR programs launched over the summer for Batteries, Lightbulbs and additional electronics. Work continues to make these programs convenient and accessible for all.
- Regulations for the management of pressure treated lumber and C&D Site Permit requirements, are being met or are in progress.
- Getting to 300kg/person/year disposed (garbage) consultation has been on-hold until EPR for PPP is under control. Feedback to the province has been to maximize diversion while minimizing negative impacts to our funding. No funding level changes have been discussed
- Work continues to help lessen the impact of waste generated by natural disasters (Wildfire and Flooding). Pre-planning allows faster mobilization and reduces waste going to landfill.

Christine H McClare, Regional Coordinator - Dec 17, 2024

Subject: Pre-Approval of 2025/26 Electric Utility Capital Projects:
Feeder 81W-233 Upgrade & Green Street Double Circuit Installation

Prepared by: Lisa Dagley, Director of Finance

Date: March 11, 2025 Council Meeting



Recommendation

That Council pre-approve the following Electric Utility Capital Projects for 2025/26 in the amount of \$2,373,000, which includes the 81W-233 Upgrade to Dufferin Street for \$1,721,000 and the new Double Circuit on Green Street for \$652,000.

Alternatives

- Deny the request.
- Request additional information

Background

The Town's Electric Utility Capital Budget for 2024/25, approved on September 10, 2024, included a capital expenditure of \$1.896M out of \$3.8M (1.904M in 25/26) that is required for upgrades of feeders to support new projects in the Knickle Road area. The project involves upgrading and extending 81W-233 (First Peninsula Feeder) to Dufferin Street, upgrading Kissing Bridge Road to 3-phase, extend Victoria Road along Hall Street and add the Knickle Road loop. This upgrade is critical for future customer support and new service requests.

Discussion

The Town has now received more detailed cost estimates and phasing as a result of the completion of field scoping. A summary of this information is contained in the attached brief (Schedule 1) from the Town's Electrical Consultants, CIMA.

As this project will now span into fiscal 2025/26, Council approval is required now to keep this project moving forward. If there is a delay in the approval of these electric capital items customer projects (i.e. Harbour View Haven construction and the Housing Trust's medical housing on Knickle Road) may not have the electrical servicing in place within the necessary timelines.

This project also requires the approval of the Nova Scotia Utility and Review Board (NSUARB) when Council approval has been received staff will make that submission to the Board.

Strategic Plan Relevance

Servicing Facilities: 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

Public Utilities Act
Electricity Act

Financial

Summary from 2024/25 Electric Utility Capital Budget

Project Description	2024/25	2025/26	
Upgrade and Extend 81W-233 to Dufferin St (Option B)	\$1,896,000		
Green St New Double Circuit		\$1,904,000	
Total Project Costs			\$3,800,000

Requested Revised Project Cost/Phasing

Project Description	2024/25	2025/26	2026/27	
Upgrade and Extend 81W-233 to Dufferin St (Option B)	\$0	\$1,721,000		
Green St New Double Circuit		\$652,000	\$1,427,000	
Yearly Totals		\$2,373,000	\$1,427,000	
Total Project Costs				\$3,800,000

As previously noted on the Electric Utility Capital Budget this project will be financed with Capital Debt.

Attachments

Schedule 1 – Brief from CIMA



27th February 2025

Lisa Daigley, CPA, CGA
Director of Finance
Town of Lunenburg

Subject: Capital Project Approval

CIMA has been working with the Town of Lunenburg to develop an overall capital plan for its electrical infrastructure. The proposed plan for the 2025/26 fiscal year involves a required expenditure of \$2.373 million in feeder upgrades.

It is recommended that the Town of Lunenburg spend \$1.721 million on the Kissing Bridge Road project (which has now been scoped and estimated cost provided by NS Power) that will transfer load from feeder 81W-232 (New Town/ Mason’s Beach Feeder) to 81W-233 (First Peninsula Feeder). This project involves the installation of 1680 meters of new 3 phase primary and neutral conductor, 49 poles, and associated distribution transformers. The new addition also provides a path forward that will allow the Town to convert the electrical system to 12 kV (currently 4.16kV & 5.33kV) as the new equipment will be rated at 12kV. With the equipment rated at this new voltage the future conversion costs are lower as the equipment will be rated at 12 kV.

Item	Cost
Labor	\$217,000
Material	\$193,000
Contracts	\$1,053,000
Contingency	\$258,000
Total	\$1,721,000



A second project of \$652,000 on Green Street and Victoria Street. This project involves the installation of 927 meters of 3phase and neutral conductor, 20 new poles, and distribution Transformers.

Item	Cost
Labor	\$101,000
Material	\$103,000
Contracts	\$351,000
Contingency	\$97,000
Total	\$652,000

With these upgrades, the Town will see an increase in reliability, a redistribution of load onto other feeders allowing the Town to expand and have the capability to add more customers (such as Harbour View Haven) to the grid. The existing infrastructure is at the end of life and requires upgrades.

This work also enables the Town to move forward with the plan to upgrade the 5.33 kV and 4kV systems to 12kV. The Town currently has a service contract in place with NS Power that includes providing scoping, design and other services related to the distribution system.

The information contained above supports the estimated work and effort required to complete the feeder upgrades. The anticipated completion date for this work is the fall of 2025.

It should be noted that regarding the above-mentioned work, contributions may be required from any new client requesting new service connections to the system. These contributions are outlined in the Town’s Electricity Regulations.

Darin Lamont, P. Eng
Lead Engineer
CIMA Canada Inc.

Subject: Pre-approval for 2025/26 Town Capital Budget Item:
Bandstand Restoration Project

From: Tyson Joyce, Director of Public Works/Town Engineer

Date: March 3, 2025



Recommendation

That Council pre-approve the Bandstand Restoration Project for the Town's 2025/26 Capital Budget for the amount of \$345,000 (including net HST) with funding from Capital Reserves.

Alternatives

- That Council does not preapprove the Bandstand Restoration Project for to the 2025/26 Capital Budget and defers the work to a future time.

Background

The Town's Bandstand is contained within Lunenburg's historic Civic Square. During an engineering inspection conducted in May 2024, serious structural issues were identified, and it was recommended to close the Bandstand to public access immediately. This state of closure continues to remain in place to the present day.

A structural assessment was performed by RJC Engineers in October 2024 as part of the Civic Square Structural Assessments scope, and Staff received a final report in January 2025. An Information Report summarizing the findings, recommendations and cost estimate for the structural restoration was presented by Staff at the February 11 Council Meeting.

The engineering design for the structural restoration of the Bandstand is part of the scope that was approved and awarded to RJC Engineers on September 10, 2024, within the Civic Square Condition Assessment/Bandstand Restoration Engineering. Preparation of tender documents and inspection during the restoration/construction work are other portions of the scope already awarded to RJC Engineers.

Discussion

RJC Engineers' *Civic Square Bandstand Structural Condition Assessment Report* identified the steel deck sub-framing as being in very poor condition requiring replacement, and further recommended items include abrasive blasting and re-coating of the steel columns, and replacement/repairs of the wood decking, guardrails and benches. Further non-structural suggested items include the inclusion of an accessibility ramp, abrasive blasting repairs and re-coating of the ornamental steel and the reinstallation of a roof ornament.

The design work for the Bandstand restoration remains ongoing but is expected to be completed in the next few weeks, along with the tender documentation and Class A estimate for the Project.

Staff’s intention in bringing the Bandstand Restoration Project to Council for preapproval to the 2025/26 Town Capital Budget prior to the design, tender documents and Class A estimate is complete is to mitigate delays in releasing the Tender once the documentation is ready. We understand that time is of the essence for the Bandstand to have the best chance for availability for summer activities, but it should be noted that other factors such as lead times on construction materials, Contractor’s schedules, etc. may also have an impact on whether this is possible in 2025.

Based on RJC Engineers’ Class D estimate of \$300,000 (with exclusions), it appears likely to be necessary for Council to award the restoration work following the tendering period. There is the option available to Council to pass a resolution to grant Staff the authority to award the Tender if it wishes to further mitigate potential delays.

Strategic Plan Relevance

Capital Construction Projects are 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.

Financial

The budget for the Bandstand Restoration Project has been compiled based on the Class D estimate included in RJC Engineers’ *Civic Square Bandstand Structural Condition Assessment Report*, dated January 6, 2025. Staff have also included an allowance for the items excluded from the Class D estimate, such as material testing costs and unforeseen items. HST has also been included below, and the engineering costs have been incurred within the Civic Square Condition Assessment/Bandstand Restoration Engineering scope.

A breakdown of the Project budget is as follows:

Item	Cost including Net HST
Class D Estimate for Bandstand Restoration	\$ 313,000
Excluded Items/Contingency (10%)	\$ 32,000
Project Budget	\$ 345,000

As of the March 31, 2024 fiscal year end the Town’s General Capital Reserves balance was \$1,244,029. While some of these reserves are earmarked for specific projects, there was a \$355,000 unspecified transfer to this fund at March 31, 2024. These funds can be used to move this project forward. In addition, Staff are working at sourcing a grants for this project and if successful the amount withdrawal for the General Capital Reserves would be reduced.

Subject: LBOT Lease Renewal

Prepared by: Kayla Byrne, Legislative & Policy Manager

Date: March 11, 2025 Council Meeting



Recommendation

That Council authorize the Town to enter into a five-year lease agreement with the Lunenburg Board of Trade (LBOT), as presented, for the tourist bureau and campground on Blockhouse Hill.

Alternatives

- Consider a different lease term
- Approve the lease, but consider incorporating additional LBOT requests
- Deny the lease renewal
- Defer a decision

Background

The Lunenburg Board of Trade (LBOT) has leased the tourist bureau and campground on Blockhouse Hill from the Town of Lunenburg for many years through a series of lease renewals. From March 2021 to March 2024, LBOT operated under a three-year lease agreement that required a payment of \$1 per year. When that lease expired in 2024, the Town and LBOT signed a new one-year lease with an option for a one-year renewal, under which LBOT agreed to pay \$20,000 for the year. This lease is set to expire at the end of March.

Discussion

As the expiration of the 2024 one-year lease approaches, LBOT has requested the following a five to 10-year lease along with some other requests as per their letter attached to this report.

At this time, staff are recommending a five-year lease for LBOT. However, if Council wishes, it could consider incorporating additional requests into the lease, such as winter maintenance responsibilities, permitted infrastructure upgrades, and a first right of refusal clause if the Town ever decides to sell the land. That said, some of LBOT's other requests—such as applying for infrastructure grants, planting trees, and emergency preparedness—may be more appropriately considered outside of the lease agreement. Any additional requests beyond what is currently recommended would require further consideration, including an assessment of financial and operational impacts.

Five-year lease

The new proposed five-year lease (attached) mimics the 2024 one-year lease with the exception of the following changes:

- Longer lease term (5 years instead of 1 year)
- CPI-based rent increases with a 5% cap

LBOT lease and the proposed development of Blockhouse Hill (Option 2 – Out of Sight)

In 2023, as part of discussions on potential housing development for Blockhouse Hill, the Town initially explored options that did not include renewing the LBOT lease. However, as the project timeline evolved and immediate development was not pursued, a one-year lease extension was granted.

On April 9, 2024, Council declared portions of Blockhouse Hill surplus (as shown in the attached map), meaning these lands are no longer considered required for Town purposes. A review of the LBOT lease area and the surplus lands map confirms that there is some overlap between the two areas.

At this time, as there are no immediate development plans in place, this overlap does not pose an issue. However, should development proceed on the surplus lands in the future, Council may wish to:

- Reduce the designated surplus lands to ensure they no longer overlap with the LBOT lease area; or
- Terminate the LBOT lease and explore a new lease with a smaller parcel

Additionally, the proposed five-year lease includes a termination clause, allowing the Town to provide six months' written notice should Council wish to revisit this arrangement based on future land use decisions.

Relevant Legislation

- Municipal Government Act

Financial

As noted above, the proposed five-year lease agreement will generate \$20,000 an annual revenue for the Town, with an annual Consumer Price Index (CPI)-based increase capped at 5%.

Attachments

- Request from LBOT
- Map of LBOT lease area
- Map of LBOT lease area and Blockhouse Hill surplus land
- Draft five-year lease agreement



Lunenburg Board of Trade

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

(902) 634 3170
office@lunenburgns.com

Subject: Proposed Amendments to Current Lease Agreement

As the current lease agreement for the Lunenburg Board of Trade /Lunenburg Visitor Information Center (VIC) and Campground is set to expire at the end of March this year, we would like to formally propose amendments to the lease to ensure the continued success of our operations and our ability to meet the growing needs of our visitors and community.

We are requesting a **5-10 year lease**, with the hope of securing a 10-year term. A longer lease will allow us to apply for critical funding to upgrade our aging infrastructure and better serve the community.

Proposed Lease Amendments and Requests

1. Winter Maintenance Responsibilities

- We request that the **Town of Lunenburg (TOL)** include winter plowing of the following areas in the lease agreement:
 - The **road and parking areas** surrounding the VIC building and campground.
 - The area at the end of **Blockhouse Hill Road**, which serves as a school bus stop and a location for parents to drop off and pick up children.
 - We propose designating the area near Blockhouse Hill Road as an **off-road winter parking site** during storms, which could help alleviate parking congestion in the downtown core and provide access for visitors who frequent the park in winter.
 - Currently, we plow the area directly in front of our building, but we would like the Town to assume this responsibility.
-

2. Infrastructure Upgrades and Funding Opportunities

We aim to apply for several grants to upgrade our facilities and address evolving visitor needs. A long-term lease is essential to qualify for this funding. Specific projects include:

- **Campground Upgrades:**
 - Convert aging campground power pedestals to **50-amp service** in the upper campground.
 - Upgrade **9 sites** on the upper campground to include **sewage hook-up**.
- **Accessibility Improvements:**
 - Apply for grants to enhance the VIC/Board Office's accessibility by:



Lunenburg Board of Trade

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- Installing a **ramp**.
 - Adding a **larger door with a push-button open system**.
 - Exploring the addition of a **stair lift** for access to the boardroom.
 - **Sustainability Projects:**
 - Apply for **green energy grants** to install **solar power systems** for the VIC and potentially the campground bathroom block.
 - Introduce an **EV charging station** at the VIC, addressing a common request from visitors and filling a critical gap within the town limits.
 - **Community Enhancements:**
 - Apply for grants to create an **outdoor community space** at the campground, featuring:
 - A **BBQ station**.
 - A **small playground**.
 - Recreational activities such as a **horseshoe or washer toss area**.
 - This space would be available to both campers and the community.
 - **Edible Fruit and Nut Tree Garden:**
 - Request permission to plant an **edible fruit and nut tree garden** to address food insecurity in the community.
 - The produce would be donated to the **We Feed Lunenburg Pantry**.
 - Funding for this initiative has been applied for through the **Tree Canada Foundation**.
-

3. First Right of Refusal for Land Purchase

We propose including a clause in the lease agreement granting the **Lunenburg Board of Trade** the **first right of refusal** to purchase the leased land if the Town ever decides to sell it.

4. Emergency Preparedness

As the designated **emergency location for Harbour View Haven**, the VIC is a critical community resource. To improve our preparedness, we request permission to:

- Install **solar power systems** to ensure uninterrupted power during outages.
 - Explore the addition of a **backup generator system** to enhance emergency response capabilities.
-

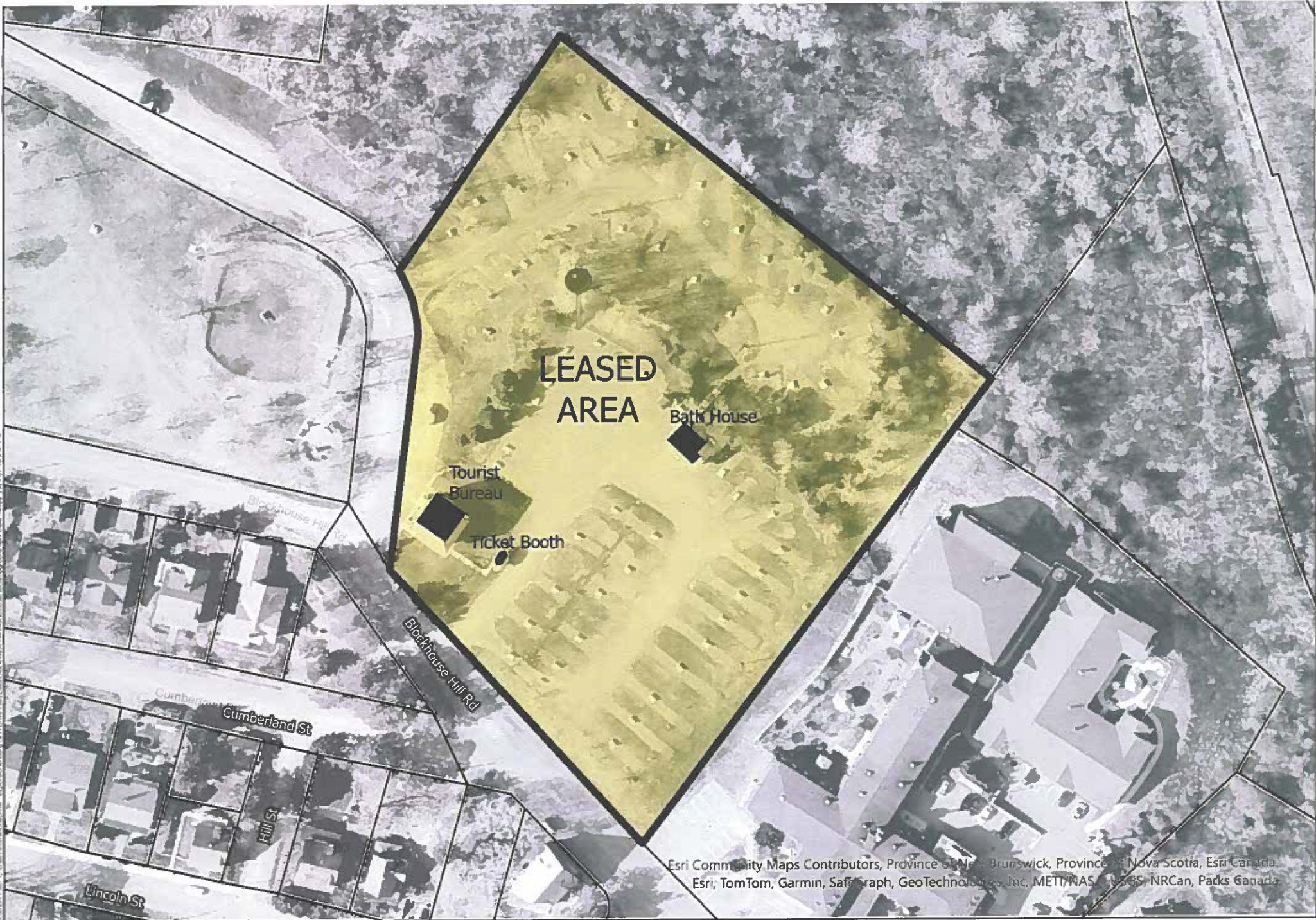


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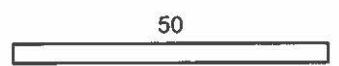
We strongly believe these proposed amendments will enable us to better serve the Lunenburg community, enhance visitor experiences, and address current and future needs. We appreciate the Town of Lunenburg's consideration of this proposal and look forward to discussing these requests in greater detail.



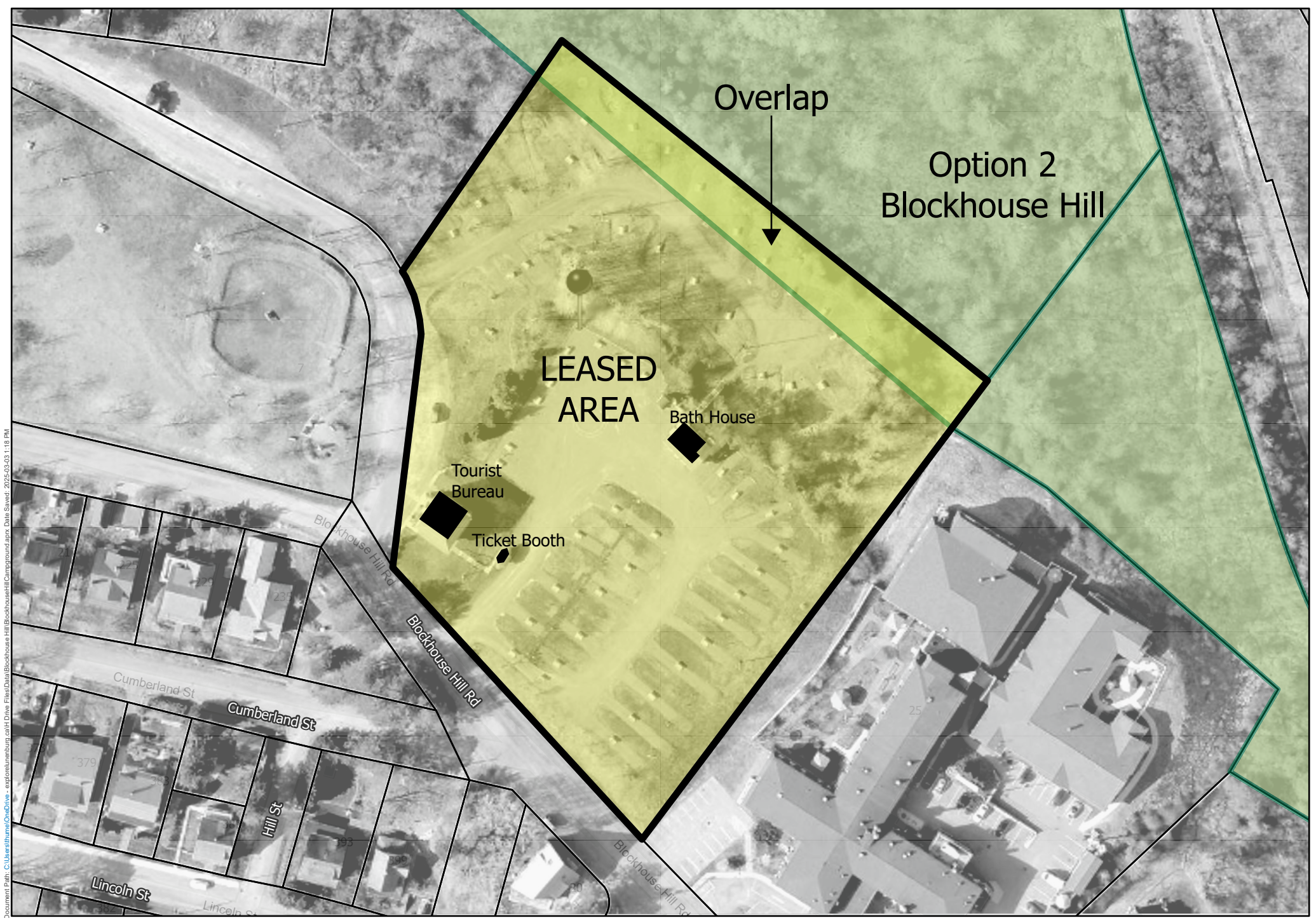
Maps are for graphical purposes only
 They do not represent a legal survey.
 While every effort has been made to ensure that these data are accurate and reliable within the limits of the current state of the art, The Town of Lunenburg cannot assume liability for any damages caused by any errors or omissions in the data. Users of our maps and other analysis products are solely

TOWN OF LUNENBURG

LBOT Leased Area

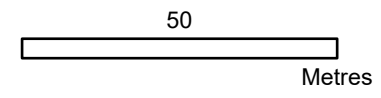
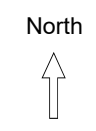


Metres



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TOWN OF LUNENBURG LBOT Leased Area



THIS LEASE made as of _____ (date).

BETWEEN:

TOWN OF LUNENBURG, a municipal body corporate;
(hereinafter called the "LESSOR")

OF THE FIRST PART

and

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

(hereinafter called the "LESSEE")

OF THE SECOND PART

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

AND WHEREAS the parties hereto wish to enter into the within Lease; AND WHEREAS the
buildings on the property are owned by the Lessee;

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

Lease Term & Termination:

The Lessee shall hold and occupy the leased premises for a term of five (5) years,
commencing on March 27, 2025, and ending on March 26, 2030, at which time the lease
shall be fully ended and complete unless otherwise renewed by mutual agreement.

There shall be no automatic right of renewal. However, if the Town is not ready to develop
the property upon expiration of the lease term, the parties may mutually agree in writing to
renew the lease for an additional term on the same terms and conditions.

Notwithstanding the foregoing, the Lessor may, at any time after March 26, 2026, terminate
the lease upon providing the Lessee with six (6) months' written notice.

Rent & Payment Terms

The Lessee will pay the Lessor an annual rent of TWENTY THOUSAND DOLLARS
(\$20,000.00) plus applicable HST per year, payable on or before October 31 of each lease
year.

Beginning April 1, 2026, and each subsequent year, the annual rent shall increase based on
the percentage change in the Consumer Price Index (CPI) for Nova Scotia, as published by
Statistics Canada, for the preceding calendar year.

However, the annual rent increase shall not exceed five percent (5%) per year, even if the
CPI exceeds this threshold.

The Lessor shall provide the Lessee with written notice of the adjusted rent amount by
March 1 of each lease year, with payment due no later than April 1.

COVENANTS OF THE LESSEE

The Lessee agrees to:

1. Covenant to Pay Rent

The Lessee will, throughout the term of this Lease, pay the Lessor the full rental amount as specified in this Lease, without any deductions. The Lessee shall comply with all terms and conditions of this Lease and shall not take or allow any actions that would violate its provisions.

2. Taxes

The Lessee will timely pay all taxes or rates assessed, charged, or levied in connection with its business or activities on the leased premises. This includes taxes on the Lessee's business, income, property, fixtures, and equipment, as well as HST on rent and any additional rent, or any similar applicable tax. The Lessee shall indemnify and reimburse the Lessor upon demand for any such taxes that are assessed to, payable by, or paid by the Lessor.

3. Additional Payments charged as Rent

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

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

4. Assignment and Sub-Lease

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

5. Sightly Premises

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

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

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

6. Nuisance

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

7. Purposes

That the Lessee will use the leased premises for a community campground ground and tourist bureau including related office and meeting facilities and for rental meeting space and for no other purpose, without the prior written consent of the Lessor, which may be refused if the Lessor reasonably determines that the proposed use is contrary to the Lessor's best interests or contrary to statute, or is a proposed use which adversely affects the reputation of the Lessor.

8. Environmental Obligations

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

In this section:

- i. "Hazardous Substance" means any product of waste, contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive, radioactive material, chlorofluorocarbons (CFCs), radon gas, urea-formaldehyde foam insulation, asbestos, PCBs, gasoline, fuel oil, and any other substances or materials, and includes any Container (as hereinafter defined), declared or defined, at any time and from time to time, to be or to potentially be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial, municipal or quasi-governmental law, statute, regulation, order, bylaw or requirement in force from time to time (collectively, in this Section, "Legislation") including, without limitation, environmental, land use, building, occupational, or health and safety Legislation, Legislation with respect to demolition of buildings, excavation of soil, building materials and component fixtures and fittings, and storage and disposal of waste or effluent, and Legislation with respect to the maintenance, conversion and replacement of Containers.
- ii. "Container" means any equipment. Plant. Pump, tank, container, receptacle, and any manner, method or procedure, which generates, manufactures, refines, treats, transports, stores, contains, uses, handles, disposes of, transfers, produces or processes Hazardous Substances.
- iii. "Remove" means to remove any Hazardous Substance from all or part of the Premises, and includes, without limitation, the removal, cleanup, treatment, transportation, storing, containment, handling, disposal, transfer and/or processing thereof, and "Removed" and "Removals" have similar meanings.

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

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

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

(C) Indemnity

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

- i. The Lessee hereby releases and agrees to indemnify, defend and hold harmless the Lessor, its agents, officers, directors, Mayor, Councillors, contractors, employees, successors and assigns, to the fullest extent permitted by law, from and against any and all claims, causes of action, or demands, in law or in equity, including but not limited to, all lien claims, administrative claims, claims for injunctive relief, claims of property damage, natural resources damages, nuisance claims, bodily injury claims, emotional distress claims, punitive damages, environmental response and

cleanup costs, fines, penalties and expenses (including without limitation, counsel fees, consultant fees and expert fees, costs and expenses incurred in investigating and defending against the assertion of such liabilities), which may be sustained, suffered or incurred by the Lessor, its agents, officers, directors, Mayor, Councillors, contractors, employees, successors and assigns and that arise out of or relate in any way to the Property, (and by whomsoever made, including without limiting the foregoing, by employees, licensees, or invitees of the Lessee) including, without limitation:

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

(D) Allocation of Liability

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

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

9. Recycling

The Lessee covenants and agrees, at its sole cost and expense, to comply with all present and future laws, by-laws, orders, and regulations of all provincial, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. Lessee

shall sort and separate such waste products, garbage, refuse, and trash into such categories as provided by law. Each separately sorted category of waste products, garbage, refuse, and trash shall be placed in separate receptacles reasonably approved by the Lessor. Such separate receptacles may, at the Lessor's option, be removed from the Premises in accordance with a collection schedule prescribed by law. Also, at the Lessor's option, the Lessor may sort and separate all waste products, garbage, refuse and trash and charge the Lessee all costs involved in such recycling.

10. Lessee Responsibility

Notwithstanding any requirement for insurance in this Lease:

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

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

11. Indemnity

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

Furthermore, and in addition to the foregoing:

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

And further without restricting the generality of the foregoing, the Lessee shall indemnify and save harmless the Lessor against all claims, actions, causes of actions, damages, demands for damages, losses, costs (including party and party costs and solicitor and client costs) and other liabilities and expenses [including, without limitation, those in connection with bodily injury (including death), personal injury, illness or discomfort or damage to property and legal fees on a solicitor and client basis] arising out of anything done or omitted by or anything done to or omitted to or suffered by or sustained by, any

employee, invitee or guest (as well as any person while at, or in, or going to or from the Premises and also anyone else for whom the Lessee is responsible.

12. Insurance

- a. General Liability Insurance - The Lessee will procure and maintain throughout the term of the Lease or any renewal thereof, commercial general liability insurance with insurance companies acceptable to the Lessor protecting the Lessor, and the Lessee against liability for bodily injury and death and for damage to and/or destruction or loss of property by reason of any occurrence or accident in, on or about the leased premises, with liability coverage in an amount not less than Five Million Dollars (\$5,000,000.00)(and such higher limit as the Lessor may reasonably require from time to time). The Lessor shall be added as an additional insured on the policy.
- b. Tenant's Liability Insurance- The Lessee will procure and maintain throughout the term of this Lease or any renewal thereof, tenant's liability insurance for the replacement value of any buildings on the leased premises. The lessor shall be added as an additional insured on the policy.
- c. Tenant's Property Insurance - The Lessee will procure and maintain throughout the term of this Lease or any renewal thereof insurance on its property on the subject premises.
- d. Subrogation - The Lessee shall have no claim against the Lessor or the Lessor's insurance for any damage the Lessee may suffer, and the Lessee shall require the insurers under the insurance in subsections (a),(b) and (c) above to waive any rights of subrogation by the respective insurers against the Lessor, its officers, council members, directors, agents and employees. All such policies shall also contain a severability of interest clause and a cross-liability clause and shall be primary and shall not call into contribution any other insurance available to the Lessor.
- e. Evidence of Insurance- The Lessee shall provide to the Lessor a Certificate of Insurance demonstrating that such insurance has been obtained and maintained, as herein provided, and such insurance shall not be subject to cancellation except after at least thirty days prior written notice to the Lessor. All policies of the Lessee shall contain a term that the Lessor will be given 30 days' notice of intent to cancel. If the Lessee fails to comply with the requirements hereof to obtain or maintain insurance, the Lessor may, but is not required to, obtain such insurance and keep the same in effect and the Lessee shall pay to the Lessor the premium cost thereof as additional rent upon demand therefor. If the Lessor fails to obtain such insurance, the Lessee shall not have any claim or action against the Lessor for failing to obtain such insurance. Furthermore and notwithstanding the foregoing, if the Lessee fails to obtain such insurance after the expiration of ten days after notice of default by the Lessor in writing, then the Lease shall, at the option of the Lessor, forthwith be forfeited and determined.
- f. Premiums and Notification - The Lessor shall not be responsible for the payment of any premiums with respect to any such insurance and shall not be responsible for notifying the insurer of any occurrence of accident in or around the leased

premises.

13. Services

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

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

Without limiting the generality of the foregoing, the Lessee shall pay all heat, electricity and any other services supplied to the leased premises and be responsible for the maintenance of the leased premises and buildings located thereon at the Lessee's expense.

COVENANTS OF THE LESSOR

The Lessor agrees:

14. Quiet Enjoyment

The Lessee shall have quiet enjoyment of the leased premises.

MUTUAL COVENANTS

The parties hereto agree:

15. Defaults and Remedies

If any of the following shall occur:

- a. the Lessee fails to pay any Rent or other sums due hereunder when due, and if such Rent or other sums are not paid within five (5) days after notice is given by the Lessor of such non-payment;
- b. the Lessee breaches any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Clause 15, after notice in writing from the Lessor:
 - i. the Lessee fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or
 - ii. if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Lessee fails to commence to remedy such breach within ten (10) days of such breach or thereafter fails to proceed diligently to remedy such breach;
- c. should the Lessee abandon the Premises, or leave them vacant for more than seven (7) days, or makes a bulk sale of its goods or sells the business or operation conducted at the Premises, or moves, or commences, attempts or threatens to move any of its goods, chattels and equipment out of the Premises;
- d. a writ of execution issues against the Lessee, or if the Term or any of the goods, chattels or equipment of the Lessee are taken in execution or attachment or seized

by any creditor of the Lessee, whether secured or otherwise; or

- e. the Lessee becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors or becomes involved in voluntary or involuntary winding up proceedings, or if a receiver is appointed by the court or by any creditor for the business, property, affairs or revenues of the Lessee;

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

- a. the Lessor may perform any obligation which the Lessee should have performed or cause the same to be performed, and for such purpose may enter on the Premises and do such things thereon as the Lessor considers requisite without effecting a termination of this Lease;
- b. the Lessor may enter the Premises and distrain on the goods and chattels of the Lessee, or may remove and sell the goods, chattels and equipment of the Lessee without any notice or form of legal process, any rule of law to the contrary notwithstanding, and the Lessor may seize and sell the goods and chattels and the equipment, whether they are within the Premises or at any place to which the Lessee or any other person may have removed them in the same manner as if they had remained and been distrained on in the Premises, and the Lessor may follow the goods and chattels for the maximum period permitted by law, and any sale by the Lessor may, in its sole discretion, be effected by public auction or private contract and either in bulk or by individual items, or partly by one means and partly by the other;
- c. the Lessor may remove the goods, chattels, equipment and fixtures of the Lessee from the Premises and store them in a public warehouse or elsewhere at the cost of and for the account of the Lessee,
 - i. In order to relet, the Lessor may take possession of the Premises as agent of the Lessee and effect such alterations and repairs as it deems necessary or advisable for the purpose of such reletting, and it may relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and on such other terms and conditions as the Lessor, in its sole discretion, may deem advisable. Upon such reletting, all rentals received by the Lessor from such reletting shall be applied: first to the payment of the Lessor's costs and expenses of such reletting and costs of such alterations and repairs; second to the payment of any indebtedness other than Rent due from the Lessee to the Lessor; third to the payment of arrears of Rent; fourth to the payment of Rent as it falls due; and the residue, if any, shall be held by the Lessor without interest until the end of the Term and applied from time to time in payment of Rent as the same may become due and payable, and any residue remaining at the end of the Term shall be held for the Lessee. No such reletting nor the receipt of any such rentals from any new Lessee, nor the creation of the relation of Lessor and Lessee between the Lessor and any party to whom the Premises

may have been relet, shall have the effect of exonerating the Lessee from its obligations to pay Rent hereunder as it falls due or of in any way terminating this Lease;

- ii. the Lessor may terminate this Lease by commencing an action for possession or for termination of the Lease or by notice to the Lessee. Such termination may be effected either at or after the time of the breach or at any later time and notwithstanding that the Lessor may have exercised any of its other remedies, including that set out under Section 15(i). In the event that the Lessor or anyone claiming under it or to whom it has rented the Premises is in possession under the provisions of Section 15(i), the Lessor may at any time terminate this Lease by notice to the Lessee, and thereafter any then existing or later lease of the Premises shall be for the account of the Lessor notwithstanding that such Lease may originally have been entered into as agent for the Lessee. If the Lessor enters the Premises without notice to the Lessee as to whether it is terminating this Lease under Section 15(j) or proceeding under Section 15(i) or any other provision of this Lease, the Lessor shall be deemed to be proceeding under Section 15(i) and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Lessor notifies the Lessee that it has elected to terminate this Lease. No entry by the Lessor during the Term shall have the effect of terminating this Lease without notice to that effect to the Lessee;
- d. at the option of the Lessor, the full amount of the current month's Rent and the next ensuing three (3) years Rent shall accelerate and shall immediately become due and payable. For the purpose of this Section 15(k), where any of the items of Rent are not known, definite or established at the time of the exercise of such option by the Lessor, the acceleration in respect of such items shall be equal to three (3) times the average yearly instalment during the full twelve (12) month period preceding such acceleration, or if there has not been a full twelve (12) month period, it shall be equal to 36 times the average monthly instalment since the beginning of the Term; and
- e. on any termination for default, all Lessee's fixtures, Lessee's improvements or other installations by the Lessee in the Premises which in law are fixtures or a part of the realty or are attached, affixed to or incorporated into or with the immovable properties situated in or on the Premises, (including any buildings on the Premises, whether they are fixtures or not), and which are not the property of the Lessor, may be removed by the Lessee, but if they are not removed prior to surrender of possession of the premises, shall forthwith become the property of the Lessor, [and whether or not such fixtures are in the nature of Lessee's trade fixtures and whether or not they would be removable by the Lessee at the expiry of the Term if there had been no default] (and the Lessor shall not be obliged to pay the Lessee any compensation therefor).

16. Interest and Costs

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

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

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

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

17. Remedies Cumulative

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

18. Expiration

Six (6) months prior to the expiration of the Term, the Lessor and Lessee will endeavour to negotiate the sale to the Lessor or removal of the Lunenburg Board of Trade Office Building (identified on Schedule A), cost borne by the Lessee.

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

19. Removal at End of Term

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

20. Surviving Obligations

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

21. Force Majeure

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

22. Entire Agreement

This Lease contains the entire agreement between the parties, and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent warranty or representation or understanding, whether oral or written, other than as set forth herein.

Notwithstanding the terms thereof, this Lease fully replaces and supersedes any offer, agreement, letter, letter of intent or other contractual arrangement between the parties related to the Premises or the buildings in existence at the time of execution of this Lease. Any prior lease between the parties is hereby terminated.

23. Severability

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

24. No Joint Venture

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

25. Overholding

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

26. Notices

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

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

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

Town of Lunenburg

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

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

27. Binding Effect

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

28. Gender

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

29. Access by Lessor to Repair

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

30. Abandonment

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

31. Enforcement by Lessor

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

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

32. Validity

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

33. Additional Provisions regarding Termination

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

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

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

34. Recording Lease

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

IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered the Lease, as of the _____, 2025.

SIGNED, SEALED AND DELIVERED

-in the presence of-

LESSEE

LESSOR

LUNENBURG BOARD OF TRADE

TOWN OF LUNENBURG

(affix seal)

(affix municipal seal)

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

I/We have the authority to bind the Society

I/We have the authority to bind the Town