

TOWN OF LUNENBURG COUNCIL MEETING MINUTES

TUESDAY, FEBRUARY 8, 2022 AT 6:00 P.M.

VIA ZOOM WEBINAR

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

ALSO PRESENT: Ann Covey, Recording Secretary
Lisa Dagley, Finance Director
Kevin Malloy, Interim Chief Administrative Officer
Heather McCallum, Assistant Municipal Clerk

ABSENT: Councillor Melissa Duggan

1. Call to Order

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

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

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

3. Agenda

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

4. January 25, 2022 Council Meeting Minutes

Motion: moved and seconded approval of the January 25, 2022 Council meeting minutes. Motion carried.

5. Public Hearings, Presentations and Questions

6. Correspondence, Petitions and Proclamations Consideration

a. Wear Red Canada on February 13

Motion: moved and seconded that Council hereby approves the adoption of the Wear Red Canada Proclamation on February 13, 2022:

Whereas:

1. Heart disease is on the rise and is the leading cause of death for women worldwide;
2. Heart attack symptoms are not recognized in over 50% of women;
3. Causes of heart disease can be different for women than men;
4. Women can be at greater risk for heart disease than men; and
5. There is a lot we can all do to help reduce the risk, as heart disease is largely preventable.

Therefore:

I, Mayor Matt Risser, call on all Lunenburgers to start the conversation about heart disease with the women in your life, and declare February 13th, 2022, "Wear Red Canada Day" in the Town of Lunenburg, Nova Scotia. Motion carried.

7. Business Arising from the Minutes/Unfinished Business
8. Committee Meeting Minutes, Recommendations, Reports and Notices of Motion

The following minutes were received for information.

- a. Joint Occupational Health and Safety Committee January 13, 2022
 - b. Project Lunenburg Steering Team January 19, 2022
9. New Business
 - a. Fire Department purchase of 2023 1-Ton Ford Truck

6:03 p.m. - Councillor Birtles declared a conflict and left the meeting.

Motion: moved and seconded to purchase a 2023 1-Ton Ford Truck at an approximate cost of \$135,500 plus tax from Rocky Mountain Phoenix in Bridgewater. The Fire Department is funding 100% of the cost of this vehicle (Schedule "A"). Motion carried.

6:04 p.m. Councillor Birtles returned to the meeting.

- b. Electric Utility - Led Street Light Conversion Study

The Finance Director summarized the report (Schedule "B").

Motion: moved and seconded to approve the increase to the 2021/22 Electric Utility LED Street Lighting Assessment to \$29,600 to be 100% funded from the utility's depreciation reserve. Motion carried.

- c. Council Chamber AV Upgrades

The Assistant Municipal Clerk summarized the report (Schedule "C").

Staff is asked to discuss with Ivan's AV re-use of the existing smart TV's rather than purchasing new monitors prior to proceeding with purchase of the new system.

In response to a question the AMC said the proposed system would re-use the existing camera but could be expanded on at a later date. Staff is asked to obtain a quote from Ivan's AV to expand the video part of the system.

Motion: moved and seconded that Council direct staff to immediately proceed with Council Chamber upgrades to audio-visual equipment with the proposed Ivan's AV quotation including options, as well as furniture purchases for replacement staff desks, for a total of \$22,600.00 to be funded from the 2021/22 operational fund.

Motion: moved and seconded to defer decision on the purchase of AV equipment until further information can be obtained. Motion defeated. Mayor Risser, Deputy Mayor Mosher, and Councillor Birtles and Ernst voted in the negative.

The AMC clarified that further information can be obtained, and changes made before the new equipment is purchased.

The original motion was put and passed.

d. Anti-Racism Regional Approach

Motion: moved and seconded that the Town of Lunenburg advise the mayors of the Town of Bridgewater, the District of Lunenburg, and the Town of Mahone Bay as well as the Warden of the District of Chester that the Town of Lunenburg supports in principle the proposal for a regional anti-racism and anti-discrimination committee and that the Town of Lunenburg will include consideration of financial support for the implementation of the proposed committee in our 2022/23 Budget deliberations (Schedule "D"). Motion carried.

e. REMO Budget

Motion: moved and seconded that the Municipal Council approve a total 2022/23 REMO budget in the amount of \$146,300 of which the Town of Lunenburg's portion is \$7,503.76 (Schedule "E"). Motion carried.

10. Meet in camera

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

- Potential sale or lease of municipal property
- License agreement renewal

Motion carried.

Council recessed and met in camera at 6:24 p.m.

11. Resumption of Council meeting in public session

The public portion of the Council meeting resumed at 7:55 p.m. The following Council in camera meeting recommendation was considered by Council.

Motion: moved and seconded that WHEREAS:

1. The Town previously entered into a Community Garden License and Use Agreement with the Lunenburg Community Network, a Canada not-for profit corporation dated the 15th day of October, 2018 and covering the period May 1, 2020 - April 30, 2022.
2. The Lunenburg Community Network has requested a new License and Use Agreement for a period of two years, commencing May 1, 2022.

BE IT RESOLVED THAT:

- A. Council considers the Lunenburg Community Network to be carrying on an activity that is beneficial to the Town.
- B. The Town shall enter into the License and Use Agreement attached hereto as Schedule "LCNI" and the Mayor and Manager Clerk are authorized to execute the document on behalf of the Town and to affix the municipal seal (Schedule F).

Motion carried.

12. Adjournment – Mayor Risser

The meeting was adjourned at 7:56 p.m. by the Mayor.

Ann Covey, Recording Secretary
for Kevin Malloy, Interim CAO



Lunenburg & District Fire Department

25 Medway Street, P.O. Box 1478

Lunenburg, Nova Scotia

Chief Darren Romkey

Cell- 212-0476 dromkey@eastlink.ca

To Mayor Risser and Lunenburg Town Council

Our 1999 Ford Utility 7 is due for replacement.

This truck was originally purchased by the District as a quick attack unit, equipped with a water tank, pump and equipment for a basic fire attack.

After 4 years it was determined that this truck was not a good fit for this type of operations.

The department bought this truck in 2005 and had it refurbished as a light utility vehicle.

This truck is currently our primary vehicle for all medical calls. It is also in our GOG to respond third out to all motor vehicle collisions, as well as a variety of other uses including day to day errands.

The department truck committee has been working with Rocky Mountain Phoenix in Bridgewater designing a replacement vehicle for this aged truck.

After several meetings a new 2023 1 Ton Ford with an aluminum box has been created. This truck comes in at an estimated cost of \$135 500 +tax.

Even though the department is going to purchase this truck 100%, we would like it to be purchased through the town to take advantage of the tax savings.

We are asking for approval from council to follow this route and enable town staff to issue a Purchase Order when required.

Thank You,

Darren Romkey

Fire Chief,

Lunenburg and District Fire Department

Document No:

Meeting: Council – February 8, 2021

Circulate To:

File: Electric

MEMORANDUM

TO: TOWN COUNCIL

FROM: LISA DAGLEY, FINANCE DIRECTOR

DATE: JANUARY 25, 2022

RE: ELECTRIC UTILITY - LED STREET LIGHT CONVERSION STUDY

1. FACTS

The Energy-Efficient Appliances Act and Regulations outline that Conventional lighting that is not LED and fails to comply with American National Standard Practice for Roadway Lighting must be replaced by Municipal units on or before December 31, 2022.

2. ISSUES AND OPTIONS ANALYSIS

A Request for proposals for an LED Street light study closed on January 14, 2022, with Strum Engineering Associates Ltd. having the highest evaluation score of the 6 responses. Approximately 1/3 of the 646 streetlights already met the requirements and the remainder of the lights need to be replaced before the deadline of December 31, 2022. The intent of this project is to provide a comprehensive review and assessment of the existing street lighting system in the Town. The report is to reflect current conditions and costs for addressing conversion to an LED fixture-based system. The results of this study are to be sufficient for use in a detailed conversion planning strategy. The study will have a public consultation component before the final report is prepared.

3. FINANCIAL IMPACT

The 2020/21 budgeted amount for this project is \$15,000 and the submission by Strum Engineering Associates Limited totals \$29,545, plus HST (the electric utility recovers 100% of HST). The budget needs to be increased to proceed with the study component of this project. The Electric Utility's Depreciation Reserve is sufficient to fund this budget increase of \$14,600.

4. **STRATEGIC PLAN RELEVANCE**

This project supports Strategic Direction Urban Design 8.1-Streetscapes: Maintain the heritage identity of Lunenburg while meeting the provincial streetlight standards.

5. **RECOMMENDATION AND DRAFT MOTION**

It is recommended that Council approve:

Motion: moved and seconded to approve the increase to the 2021/22 Electric Utility LED Street Lighting Assessment to \$29,600 to be 100% funding from the utility's depreciation reserve.

Acknowledged only by:

Kevin Malloy
Interim CAO

Document No:
Meeting: Council Feb 8/22
Circulate: Council, KM, LD
File:

MEMORANDUM

TO: TOWN COUNCIL

FROM: HEATHER MCCALLUM, ASSISTANT MUNICIPAL CLERK

DATE: FEBRUARY 2, 2022

RE: COUNCIL CHAMBER AUDIO-VISUAL UPGRADES

1. FACTS

The current audio-visual equipment in the Council Chamber was purchased when Council Meetings were held in person only with no livestreaming requirement.

With the COVID-19 pandemic, meetings are held either on Zoom Webinar only, or as hybrid in-person and Zoom with livestreaming. The live videos have proven to be quite popular with the public either live or watching afterwards, allowing a greater number of people to exercise their democratic right under the Municipal Government Act to participate in Council Meetings. Livestreaming should continue.

Additional small pieces of equipment have been purchased to make the hybrid meetings possible, but technical challenges are ongoing, especially around sound. Staff were asked to source a more comprehensive solution that will solve the problems and make operation easier.

Two companies have provided proposals and estimates: Ivan's AV and AVI-SPL.

2. ISSUES AND OPTIONS ANALYSIS

Summaries of the equipment proposals are outlined in this section.

Ivan's AV

<https://ivansav.com/>

Ivan's AV is based in Moncton, NB with a second office in Dartmouth. It is a Maritime company in business for 30 years. The company was recommended by all of the other municipal units in Lunenburg County. They have provided a range of solutions to our neighbouring municipalities, such as both an interim Council solution in their old building and custom outfitting their new building for the District of Lunenburg, secondary

conference room installations for the Town of Bridgewater, and a small conference system for the Town of Mahone Bay's Council. We also reached out to the Municipal Joint Services Board, who also recommended Ivan's AV.

Ivan's AV proposes a wired Bosch "discussion system", which essentially provides a (powered) microphone to each participant with a built-in mini-speaker. The system has feedback reduction and is controlled via web interface. The system is expandable so more microphones can be added. Their solution re-uses some of the equipment we have, such as our existing speakers to be focused on the public gallery.

There is a wireless microphone combo set in the quote (lapel or handheld) which would be useful for guest presenters who need to move around the room and for Q&A from the public gallery.

For video, there is a re-cabling recommendation to improve the video signal and allow the monitors to be spaced on opposite sides of the room successfully. Ivan's AV have also included an option to replace the two consumer Smart TVs with two 65" commercial video monitors which would help the intermittent connectivity that is experienced. These would use the existing stands. The discussion system also has built-in camera control that could expand to an automated video camera system in the future.

The proposal includes:

- Discussion system
- 15 speaker microphones (powered, no batteries required)
- 1 wireless microphone combo set (lapel or handheld)
- Audio and video cables, connectors, etc.
- Delivery and installation

Option:

- 2 commercial video monitors

The proposal cost quote is: \$15,410.88 + HST, with optional video monitors for \$2,598.00. Council could also consider a second wireless microphone set for an additional \$1,295.00.

AVI-SPL

<https://avispl.com/>

AVI-SPL are a national company headquartered in Markham, Ontario with an office in Dartmouth, NS. AVI-SPL have provided systems to the Towns of Amherst and Wolfville.

AVI-SPL have proposed a completely wireless conference system. Again, the microphones are gooseneck desktop with built-in mini-speakers and noise reduction (with battery packs), and one handheld wireless for presenters of audience questions.

For video, this system includes two conference cameras with automated zoom that move to follow the speaker. This system would re-use the existing video screens.

The proposal includes:

- Wireless presentation system
- 1 chairman microphone
- 14 speaker microphones (battery packs)
- 1 wireless microphone combo set (handheld)
- 2 wall-mounted speakers
- 2 conference cameras
- Receivers, antenna, amplifier, rack
- Delivery and installation

The proposal cost is \$70,275.59 + HST.

Note: There is a potential for limited ability to troubleshoot this highly automated system in-house, so it may require a maintenance package (not included here).

Furniture for Staff

Staff recommend replacing the current long table between the public gallery and Council for staff presentations and discontinuing the use of the long table at the side of the room except for staff spectators.

The long presentation table is awkward, uncomfortable to sit at, and very heavy. It should be replaced with two double or four single light desks/tables (with or without drawers for name plates) and four adjustable desk chairs.

The desks vary from \$80 to \$410 for doubles and \$50 to \$80 for singles (Sources: Ikea and Uline). Desk chairs can be had for \$123-\$288 each (Sources: Ikea, Uline, and Grand & Toy). Some assembly assistance from Public Works will be required.

Surplus Equipment

Depending on what if any upgrade is preferred, the equipment we have that is not being used in the Council Chamber can be repurposed within the organization or sold as surplus. Staff will evaluate this accordingly.

3. FINANCIAL IMPACT

Depending on the option considered, if Council's preference is for this project to go ahead immediately in the 2021/22 fiscal year, the funding could come from operational funds. It is anticipated since the Town received a one-time Provincial top-up of the Foundation grant and there have been some staff vacancies, that there should be operational funds to offset this additional expenditure before the March 31, 2022 year end.

If Council's preference is to do this project in 2022/23 it can be budgeted for in the normal course of budget allocations currently in progress.

Including the non-refundable portion of HST, the totals are:

| | (1) Ivan's AV | (2) AVI-SPL |
|------------------------------|------------------|------------------|
| Audio-visual package | 16,100.00 | \$73,300.00 |
| Audio-visual options | 4,100.00 | |
| Furniture (placeholder cost) | 2,000.00 | 2,000.00 |
| Contingency (shipping, etc.) | 400.00 | 400.00 |
| Total | 22,600.00 | 75,700.00 |

4. STRATEGIC PLAN RELEVANCE

Better audio-visual in the Council Chamber makes meetings more accessible for members of the public both in-person and virtually.

Guiding Principles

- ***Inclusion:*** We work to ensure a sense of belonging, acceptance, and value for all in our community.
- ***Collaborative Relationship:*** We facilitate strong social connections and citizen engagement, locally and beyond.

5. RECOMMENDATION AND DRAFT MOTION

Staff recommend working with Ivan's AV. Even without the cost difference, the AVI-SPL is a more complex system than we need.

Option 1: Proceed with the Ivan's AV proposal (1) as outlined in Item 3 "Financial Impact" in the current 2021/22 fiscal year, with or without furniture.

Option 2: Proceed with the Ivan's AV proposal (1) as outlined in Item 3 "Financial Impact" in the next 2022/23 fiscal year, with or without furniture.

Option 3: Continue with the current Council Chamber audio-visual support. Consider upgrades when/if Town Hall renovations are scheduled.

Staff recommendation is **Option 1**, with furniture.

Draft Motion(s):

Motion: moved and seconded that Council direct staff to immediately proceed with Council Chamber upgrades to audio-visual equipment with the proposed Ivan's AV quotation including options, as well as furniture purchases for replacement staff desks, for a total of \$22,600.00 to be funded from the 2021/22 operational fund.

Acknowledged only by:

Kevin Malloy
Interim CAO

Document No:
Meeting: Council Feb 8/22
Circulate: Council, KM
File:

MEMORANDUM

TO: TOWN COUNCIL

FROM: HEATHER MCCALLUM, ASSISTANT MUNICIPAL CLERK

DATE: JANUARY 31, 2022

RE: ANTI-RACISM REGIONAL APPROACH

1. FACTS

A letter was sent to Mayor, Warden and Councillors of all five municipal units in Lunenburg County from the Bridgewater Anti-Racism Task Force for their January 26, 2022 meeting ([Attachment A](#)):

...requesting that the five municipalities of Lunenburg County hire an Anti-racism and Inclusion Coordinator in a shared position/capacity. This position would work with the municipal units to establish a Regional Anti-Racism, Diversity and Inclusion Committee Terms of Reference and thence work with the Committee, and ultimately the Councils, to establish a regional strategy for ending racism, and ensuring diverse and inclusionary communities.

At the same meeting, the Town of Lunenburg's anti-racism consultant Live Infinitus presented a rationale of the advantages of a regional approach ([Attachment B](#)). The attendees from the five municipal units agreed to submit the question to each municipal Council.

2. ISSUES AND OPTIONS ANALYSIS

The Town of Lunenburg launched an Anti-Racism Special Committee in February 2021. Live Infinitus joined the project in September 2021 to write the Town's Municipal Action Plan against Racism and Discrimination.

The topic of a regional approach was first broached at the Mayors, Warden and CAOs meeting of November 24, 2021. It was noted by the Town of Bridgewater that volunteer burnout on their Anti-Racism Task Force has been high, half their task force members are from the wider region outside Bridgewater, and that professional expertise is needed to address the issues. The same experience is true of the Lunenburg ARSC.

The topic was then addressed at the Mayors, Warden and CAO meeting of January 26, 2022, as noted in the Section 1 “Facts” above. A shared staff person is suggested, similar to the model used for the Lunenburg County Joint Accessibility Advisory Committee.

It was also agreed at the meeting that Lunenburg’s consultant team develop the Terms of Reference for a regional committee since they have the expertise and are already up to speed. This also allows it to be developed concurrently with Coordinator recruitment.

Consideration of the potential impact on the Town of Lunenburg’s ARSC and Municipal Action Plan work can follow at a later date.

3. FINANCIAL IMPACT

Exact costs are unable to be projected at this time, but financial support for the implementation of the proposed committee will be considered in 2022/23 budget.

4. STRATEGIC PLAN RELEVANCE

There is deep support in the Comprehensive Community Plan for both regional collaboration and diversity/inclusion initiatives.

Strategic Directions – Five-Year Plan

- **Action 3 | Governance:** Reform municipal committees to create a culture of inclusion
- **Action 4 | Economic Development:** Enhance relationships with surrounding communities and municipalities.
- **Action 7 | Governance:** Deepen work with local and regional partners in the provision of shared services.
- **Action 11 | Culture & Recreation:** Foster inclusivity in programming and leadership.
- **Action 12 | Culture & Recreation:** Build relationships between the Town and Mi’kmaw residents and organizations, and Town and Black residents and organizations in the area.
- **Action 18 | Culture & Recreation:** Create a special committee to promote anti-racism and decolonization, with particular emphasis on the lived experiences and aspirations of Black, Indigenous, and people of colour in Lunenburg.

5. RECOMMENDATION AND DRAFT MOTION

Option 1: Refuse a regional approach and continue with a Town of Lunenburg-only Municipal Action Plan against Racism and Discrimination.

Option 2: Support the direction proposed in Section 1 “Facts” for a regional approach with the five municipal units in Lunenburg County.

The staff recommendation is **Option 2**.

Draft Motion(s):

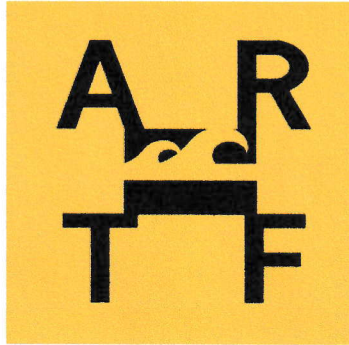
Motion: That the Town of Lunenburg advise the mayors of the Town of Bridgewater, the District of Lunenburg, and the Town of Mahone Bay as well as the Warden of the District of Chester that the Town of Lunenburg supports in principle the proposal for a

regional anti-racism and anti-discrimination committee and that the Town of Lunenburg will include consideration of financial support for the implementation of the proposed committee in our 2022/23 Budget deliberations.

Attachments - 2

Acknowledged only by:

Kevin Malloy
Interim CAO



Attn: Mayors, Warden and Councillors,

At the most recent meeting of the Bridgewater Anti-Racism Task Force on January 5, 2022, the Task Force discussed the concept of a regional anti-racism and diversity and inclusion committee. It is understood that presently all municipal units in Lunenburg County have had or are currently having discussions pertaining to racism, diversity and inclusion and the important role that local government has.

At this same meeting the Bridgewater Anti-Racism Task Force unanimously passed a motion requesting that the five municipalities of Lunenburg County hire an Anti-racism and Inclusion Coordinator in a shared position/capacity. This position would work with the municipal unites to establish a Regional Anti-Racism, Diversity and Inclusion Committee Terms of Reference and thence work with the Committee, and ultimately the Councils, to establish a regional strategy for ending racism, and ensuring diverse and inclusionary communities.

We hope that this request receives favorable consideration by your council as a regional approach offers opportunities to reduce duplication (we all have similar policies, practices, procedures), creates an environment to create synergies and opportunities for a greater reach in effort and representation.

It is our desire to see this position added to your 2022/23 budget deliberations.

Thank you for your support and consideration. I would be pleased to address your council with respect to this request if so desired.

Sincerely,

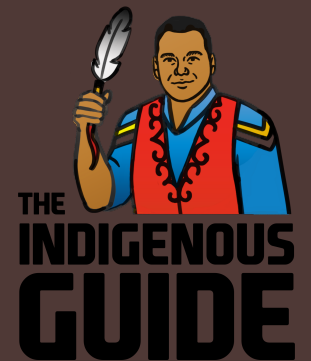
Patricia Watson, Chair

Bridgewater Anti-Racism Task Force

Cc: Mayor David Mitchell, Mayor Bolivar-Getson, Mayor Devenne, Mayor Risser, Warden Webber, CAO Crowder, CAO McEwan, CAO Hyde and Interim CAO Malloy

BUILDING SHARED LANGUAGE

**Decolonizing Regional Approaches:
Empowering Communities Voices and Values**



VISION

A Relevant, Representative and Inclusive Community

A community that leverages the many voices and lived experiences of its members!

A Community free of Racism and Discrimination

A Community actively working to decolonize its practices

FEARS

Timelines - the pressure to have answers (rush)

Lack of Shared Language / Understanding

Re-traumatization

Has this been done?

Can it be done regionally in NS?

This being superficial

RISKS

Not Properly Honouring Starting Points

Communities Lacking **Support

Rushing the process

Community Consultation Fatigue in a small region.

Committee Member Burnout, Recruitment & Retention

Individual Towns/Leadership teams of recreating HARM

OPPORTUNITIES

Leverage the unique resources of the communities

Relevant, Equity Centering Policies*

Strategic advancement of more coherent* plan, implementation and adoption

Intercommunity collaboration and increased access

Increased community engagement

Increased Tourism, Recreation and Business

Content Disclaimer:

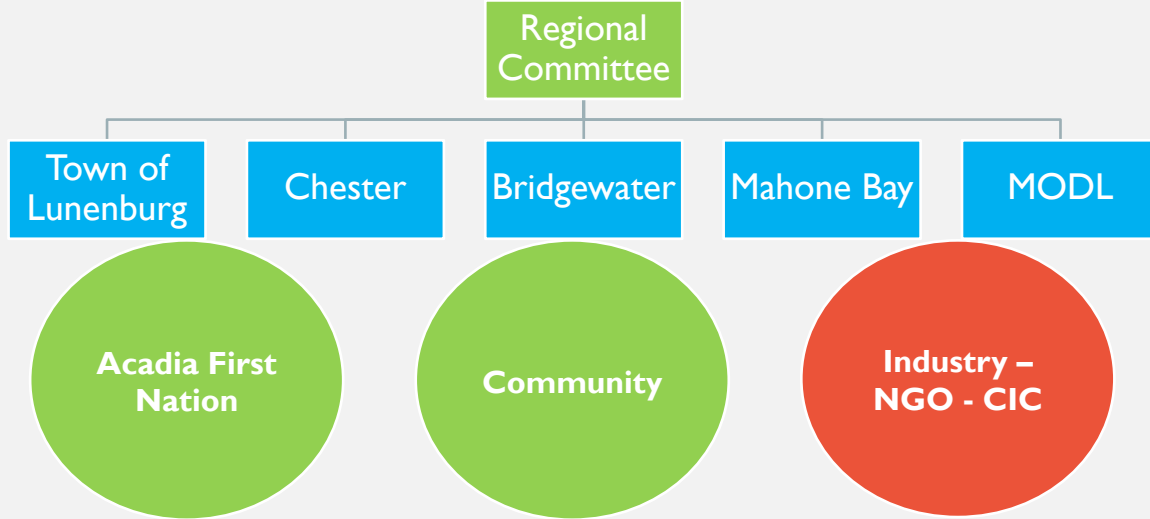
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WHAT IS THE ROADMAP?

- **Background Review & Individual Community (& Organizational*) Inventory**
 - What are your assets? What have you already done?
 - What is your capacity to commit?
 - Sharing Best Practice Review, Establishing TOR for committee
- **Regional Committee Strategic Workshop & Training**
 - Where are we as a region?
 - How do we want to engage?
 - Building Shared Language and Commitment
- **Community Engagement**
- **Draft Plan**
- **Regional Commitment & Review**
- **Community Validation**
- **Adoption**
- **Implementation**
- **Evaluation**

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De-colonizing the Engagement Approach

How can we maximize resources and impact?

What could Regional Collaboration look like?



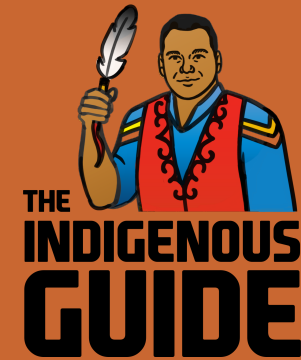
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CLOSING SPACE

Thank you for your Energy, Time and Attention

Embrace Your Limitless Potential



Document No:
Meeting: February 8, 2022
Council
Circulate: Council
File: REMO

MEMORANDUM

TO: TOWN COUNCIL

FROM: KEVIN MALLOY, INTERIM CAO

DATE: JANUARY 27, 2021

RE: REMO BUDGET

1. FACTS

At the January 17, 2022, Regional Emergency Management Organization (REMO) Advisory Committee meeting, the Committee passed the following motion:

“that the Regional Emergency Management Advisory Committee recommends a total 2022/2023 budget of \$146,300. to partner Municipal Units for approval.”

2. ISSUES AND OPTIONS ANALYSIS

3. FINANCIAL IMPACT

4. STRATEGIC PLAN RELEVANCE

4. **Economic Development** - Enhance relationships with surrounding communities and municipalities.
7. **Governance** - Deepen work with local and regional partners in the provision of shared services.

5. RECOMMENDATION AND DRAFT MOTION

It is recommended that Council approve the following draft motion

Motion: moved and seconded that the Municipal Council approve a total 2022/23 REMO budget in the amount of \$146,300 of which the Town of Lunenburg’s portion is \$7,503.76

Encl. (1)



Municipality of the District of Lunenburg

10 Allée Champlain Drive Cookville Nova Scotia Canada B4V 9E4

Administration

Phone: 902.543.8181 Fax: 902.543.7123 Web Site: www.modl.ca

January 25, 2022

Mayor Matt Risser & Council
Town of Lunenburg
119 Cumberland St PO Box 129
Lunenburg NS B0J 2C0

Dear Mayor Risser:

RE: 2022/23 REMO Operating Budget

At the January 17, 2022, Regional Emergency Management Organization (REMO) Advisory Committee meeting, the Committee passed the following motion:

“that the Regional Emergency Management Advisory Committee recommends a total 2022/23 budget of \$146,300 to partner Municipal Units for approval.”

Please find attached the recommended Operating Budget for REMO for the fiscal year 2022/23, indicating the Town of Lunenburg's share of \$7,503.76. Please note there is no Capital Budget for the fiscal year 2022/23.

Please forward this budget to your Council for consideration and approval. Once approved, please forward a copy of Council's motion approving the budget to Joanne Powers, Executive Assistant, Municipality of the District of Lunenburg (joanne.powers@modl.ca) for insertion on a future REMO agenda.

Sincerely,

Alex Dumaresq
Deputy Chief Administrative Officer

Attachment

cc: Angela Henhoeffler, REMC

Fiscal Year Period April 01, 2021 To March 31, 2022

| REMO | | YTD | Commitment | Annual Budget | Variance | Funds Available | % Used | Notes | 2022/2023 |
|---|---------------------------------------|------------------|------------------|-------------------|------------------|------------------|------------|------------------------|--|
| 01-2250000-106 | VACATION PAY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | | 0.00 |
| 01-2250000-109 | EMO PYMTS-CONTINGENCY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | | 0.00 |
| 01-2250000-119 | REMO-HONORARIUM | 57,031.98 | 15,068.02 | 72,300.00 | 15,268.02 | 200.00 | 100% | | 78,600.00 |
| 01-2250000-129 | REMO-BENEFITS | 10,007.56 | 2,592.44 | 12,500.00 | 2,492.44 | -100.00 | 101% | | 13,900.00 |
| 01-2250000-136 | SERVICE AWARDS - REMO | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | | 0.00 |
| 0275 - REMO PERSONNEL SERVICES | | 67,039.54 | 17,660.46 | 84,800.00 | 17,760.46 | 100.00 | | | 92,500.00 |
| 01-2250000-140 | TRAVEL | 567.50 | 1,500.00 | 3,000.00 | 2,432.50 | 932.50 | 69% | | 3,000.00 |
| 01-2250000-141 | CONFERENCE/TRAINING | 1,447.66 | 900.00 | 3,800.00 | 2,352.34 | 1,452.34 | 62% | | 4,200.00 increased and reallocated from website |
| 01-2250000-201 | OFFICE EXPENSES (REMO) | 225.34 | 500.00 | 1,000.00 | 774.66 | 274.66 | 73% | | 1,600.00 increased and reallocated from website |
| ABOVE THIS LINE IS INCLUDED IN OPERATIONAL EXPENSES | | | | | | | | | |
| 01-2250000 | OPERATIONAL EXPENSES | 69,280.04 | 20,560.46 | 92,600.00 | 23,319.96 | 2,759.50 | 4.04 | | 101,300.00 payroll increase and reallocated from website |
| 01-2250000-210 | ADMINISTRATION-INSURANCE | 251.00 | 1,300.00 | 1,300.00 | 1,049.00 | -251.00 | 119% | | 1,700.00 estimated insurance increase |
| 01-2250000-225 | RADIO EQUIPMENT | 150.00 | 0.00 | 1,300.00 | 1,150.00 | 1,150.00 | 12% | | 1,300.00 |
| 01-2250000-226 | OTHER EQUIPMENT | 4,637.28 | 7,025.32 | 2,500.00 | -2,137.28 | -9,162.60 | 467% | comfort centre signage | 3,500.00 reallocated from website |
| 01-2250000-230 | TELEPHONE-LOCAL SERVICE | 1,020.20 | 0.00 | 1,400.00 | 379.80 | 379.80 | 73% | | 1,400.00 |
| 01-2250000-231 | CELLULAR PHONE (REMO) | 1,471.65 | 0.00 | 1,500.00 | 28.35 | 28.35 | 98% | | 1,500.00 |
| 01-2250000-235 | ADVERTISING-GENERAL | 323.47 | 0.00 | 1,000.00 | 676.53 | 676.53 | 32% | | 3,000.00 reallocated from website |
| 01-2250000-236 | ADMINISTRATION-ACCOUNTING | 1,000.00 | 0.00 | 1,000.00 | 0.00 | 0.00 | 100% | | 1,000.00 |
| 01-2250000-248 | ADMINISTRATION-RENTAL | 1,300.00 | 0.00 | 1,300.00 | 0.00 | 0.00 | 100% | | 1,300.00 |
| 01-2250000-249 | MOCK EXERCISES | 25.06 | 0.00 | 1,000.00 | 974.94 | 974.94 | 3% | | 1,000.00 |
| 01-2250000-254 | LICENSE FEES | -31.40 | 800.00 | 800.00 | 831.40 | 31.40 | 96% | | 800.00 |
| 01-2250000-272 | WEBSITE | 914.58 | 0.00 | 5,000.00 | 4,085.42 | 4,085.42 | 18% | | 1,000.00 reallocated to operational expenses, other equipment, and advertising |
| 01-2250000-299 | CONTINGENCY | 0.00 | 0.00 | 10,000.00 | 10,000.00 | 10,000.00 | 0% | | 13,000.00 |
| 01-2250001-235 | ADVERTISING-SPECIAL | 0.00 | 800.00 | 1,000.00 | 1,000.00 | 200.00 | 80% | | 1,000.00 |
| 01-2250001-236 | ADMINISTRATION-CLERICAL | 3,500.00 | 0.00 | 3,500.00 | 0.00 | 0.00 | 100% | | 3,500.00 |
| 01-2250006-295 | GROUND SEARCH & RESCUE GRANT EXPENSES | 10,000.00 | 0.00 | 10,000.00 | 0.00 | 0.00 | 100% | | 10,000.00 |
| | | 93,841.88 | 30,485.78 | 135,200.00 | 41,358.12 | 10,872.34 | 92% | | 146,300.00 increase for insurance & payroll, remaining was reallocated within existing budget |

| Cost Sharing | 2021-22 Budget | | | 2022/23 Proposed Budget | | | Contribution | Increase |
|-----------------------|-----------------------|---------------|----------------------|-------------------------|----------------------|----------------------|---------------------|----------|
| | UA 2020/21 | share | Contribution | UA 2021/22 | share | Contribution | | |
| Town of Bridgewater | 688,450,419 | 12.44% | \$ 16,819.39 | 705,421,934 | 12.44733500% | \$ 18,210.45 | \$ 1,391.06 | |
| Town of Mahone Bay | 138,736,951 | 2.51% | \$ 3,389.45 | 142,808,678 | 2.51989252% | \$ 3,686.60 | \$ 297.15 | |
| District of Chester | 1,671,069,183 | 30.20% | \$ 40,825.55 | 1,707,471,788 | 30.12873902% | \$ 44,078.35 | \$ 3,252.80 | |
| District of Lunenburg | 2,756,431,053 | 49.81% | \$ 67,341.80 | 2,820,875,547 | 49.77500873% | \$ 72,820.84 | \$ 5,479.03 | |
| Town of Lunenburg | 279,311,517 | 5.05% | \$ 6,823.80 | 290,674,795 | 5.12902474% | \$ 7,503.76 | \$ 679.96 | |
| Totals | \$,533,999,123 | 100.0% | \$ 135,200.00 | \$,607,252,742 | 100.00000000% | \$ 146,300.00 | \$ 11,100.00 | |

LCN

Lunenburg Community Network

Nov 11, 2021

To: Chief Administrative Officer
Town of Lunenburg

From: David Jones
Lunenburg Community Network

Re: Renewal of license agreement for the Lunenburg Community Garden

Dear CAO,

Representing Lunenburg Community Network (LCN), I write on behalf of the Lunenburg Community Garden (LCG) Steering Committee.

The 2020 and 2021 years were successful for the Lunenburg Community Garden, despite pandemic circumstances. In times with restrictions on activities and travel, the garden may have been more important than every to its gardeners and to the town that enjoyed walking in the Garden.

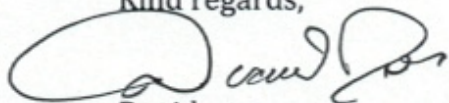
All plots were let out to community gardeners for the last two seasons. In the last year, with the co-operation of the Town and Coastal Action, a LCG coordinator was hired for the summer months to oversee and animate the operations of the garden. The garden had a busy season and was well maintained by the gardeners.

The LCG Steering Committee continues to successfully oversee and administer the day-to-day affairs of the LCG. LCN can report that LCG has continued its success over the last two years financial years. They retain a modest surplus that has been set aside to meet future needs of the Garden.

The last lease was renewed on January 20, 2020 for a two year period and will come due for renewal April 30, 2022. As per 'Article 5(b) Other Terms and Conditions', LCN is applying to the Town of Lunenburg for an extension of the agreement.

Representatives of the LCG Steering Committee would appreciate the opportunity to make a presentation on the Lunenburg Community Garden at a Town Council meeting. LCN are available to meet with you and/or Town Council upon request.

Kind regards,



David

Cc: LCG Steering Committee



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

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

January 31, 2022

Heather McCallum (she/her)
Deputy Municipal Clerk
Town of Lunenburg
119 Cumberland Street, PO Box 129
Lunenburg, NS Canada B0J 2C0

Via Email

Dear Heather:

Re: Lunenburg Community Garden License Agreement 2022

Further to our recent correspondence concerning the Lunenburg Community Network, I am enclosing herewith a draft of the Agreement for 2022 showing the changes using highlights and strikeouts.

Please review same and confirm that the form thereof is now satisfactory with the alterations.

[Please also review the Policy attached to the end of the document. This has not been updated in our files since 2018 – is there a newer version?].

It will have to be dealt with in Council in Camera as well as in Open Session of Council.

Yours very truly,

BURKE, MACDONALD & LUCZAK

Patrick A. Burke, Q.C. (he/him)
PAB/js
Encl.
Cc

Z:\PAB - WIP\1 - OPEN\4 - Town Files\Town - Lunenburg Community Garden License Agreement 2022\Letters\Letter to Heath McCallum January 31, 2021.docx

THIS LICENSE AND USE AGREEMENT made this 13th day of February, 2022 2019,

BETWEEN:

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

(the "Town")

-and-

LUNENBURG COMMUNITY NETWORK, a Canada not-for profit corporation

(the "Licensee")

WHEREAS the Licensee and the Town desire to enter into an agreement to permit the Licensee to enter onto Town-owned land for the purpose of operating a Community Garden;

AND WHEREAS the Parties have previously entered into a License and Use Agreement dated the 13th 15th day of February, 2020 ~~October, 2018~~ which will expire on the 30th day of April 2022 2020.

AND WHEREAS the Parties recognize that encouraging and promoting the operation of Community Gardens is a valuable recreational activity that contributes to the health, well-being of the residents of the Town;

AND WHEREAS the Town desires to encourage community gardening through the collaboration with neighborhood associations, community groups, individuals and/or non-profit organizations;

AND WHEREAS the Licensee acknowledges and agrees that its right to occupy Town-owned land exists is at the pleasure of the Town and that such right may be revoked by the Town;

AND WHEREAS the parties agree that the mutual exchange of obligations constitutes satisfactory consideration to bind the parties to this agreement;

NOW THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

Community Garden – means a site that is operated by an individual or group on a non-profit basis for one or more of the following purposes:

- a. Production of produce including flowers, herbs, etc. for:
 - i. Personal use;
 - ii. Donation to a local food cause; and/or
 - iii. Generating revenue to reinvest in the Community Garden; and/or
- b. Production of a floral or landscape display; and/or
- c. Demonstration gardening or other related instructional programming; and/or
- d. A meeting place for those interested in gardening.

Lands (the) – means the lands upon which the Licensee is operating a Community Garden as described/shown in Schedule "A".

DRAFT

Licensee – is the Lunenburg Community Network for the purposes of this agreement and is also referred to as the “Operator” within the attached Plot Holder License and Use Agreement (Schedule “B”).

Plot Holder – means a member of a Community Garden who has:

- a. The responsibility, solely or in conjunction with another Plot Holder, for gardening at least one garden plot within the Community Garden; and
- b. Executed a Plot Holder Agreement and a Liability Waiver.

Plot Holder Agreement – means an agreement executed by the Licensee and each Plot Holder as set out in Schedule “B”;

Release and Waiver – means a liability release and waiver signed by each Plot Holder in favour of the Licensee and the Town also contained in Schedule “B1”;

Terms of Reference – means a document created by the Licensee that identifies how the Community Garden will be operated contained in Schedule “C”. ~~For reference also see Schedule C1 for 2018 update.~~

ARTICLE 1 – LIABILITY, RELEASE, WAIVER AND INDEMNITY

- a. The Licensee voluntarily assumes any risk of injury, damage or legal action and shall indemnify and save harmless the Town and its officers, employees, agents, and representatives (the “Town”), from and against all liability, actions, claims, losses, costs and damages which may be brought against or suffered by the Licensee or the Town and which the Licensee or the Town may incur, sustain or pay, arising out of or in connection with the Licensee’s use of and the Town’s provision of or termination of any Town services or facilities associated with this Agreement or in any way arising out of or related to the use of Town Lands under this agreement or any activities related thereto. The Licensee releases and forever discharges the Town, from any claim or demand whatsoever in respect of injury, death, loss or damage to property caused by or arising from the Licensee’s or the Plot Holder’s (as further set out in Schedule “B”) use of the Community Garden. The Licensee also agrees to hold and save harmless the Town from any liability, actions, claims, losses, costs and damages and any and all causes of action brought by third parties, including Plot Holders, against the Town arising out of the Licensee’s or the Plot Holder’s presence on or use of the Community Garden and/or arising out of any cause of action associated with the Licensee’s or the Town’s deposit of material on the Community Garden.

ARTICLE 2 – OBLIGATIONS AND RIGHTS OF THE TOWN

- a. The Town shall support the Community Garden in accordance with its approved Community Gardens Policy.
- b. The Town may alter or terminate this agreement during any Term without giving cause or reason by giving three (3) months written notice of such alteration or termination.
- c. The Town shall:
 - i. Permit the Licensee’s physical access to the Lands during the Term as set out in this agreement.
 - ii. Provide the Licensee with a photocopy of the License Agreement upon receiving the Licensee Fee and a duly executed copy of the License Agreement from the Licensee.
 - iii. Provide reasonable water access to the Lands from the Hillcrest Cemetery upper shed service.

ARTICLE 3 – OBLIGATIONS AND RIGHTS OF THE LICENSEE

- a. The Licensee shall only permit a Plot Holder to plant or grow plants that are permitted within the definition of Community Garden and the approved garden plan contained in Schedule "A".
- b. In the event of a disagreement concerning the suitability of all or some of the plants a Plot Holder desires to plant or grow on the Lands, the Licensee in first instance shall resolve such dispute in consultation with the Town's Corporate Services Department. In the event the Town and the Licensee do not agree on what constitutes a suitable plant, the Licensee acknowledges and agrees that the Town shall be the sole final arbiter of what constitutes an acceptable plant and may, in the Town's sole discretion, require the Licensee to:
 - i. Remove such plant or plants from the Lands; or
 - ii. Refuse permission to the Plot Holder to plant such plants on the Lands.
- c. The Licensee shall:
 - i. Ensure that each Plot Holder, prior to commencing occupation of a plot within the Community Garden, executes a Plot Holder Agreement (Schedule "D") with the Licensee;
 - ii. Ensure that each Plot Holder, prior to commencing occupation of a plot within the Community Garden, executes a Release and Waiver (Schedule "B1");
 - iii. Comply with the Terms of Reference (Schedule "C") that identify how the Community Garden will be operated;
 - iv. Develop and maintain the Community Garden as depicted in Schedule "A" and in a manner that is respectful of the adjacent Hillcrest Cemetery and Lunenburg Academy operations;
 - v. Maintain the Community Garden in a clean and neat condition satisfactory to the Town which shall include but not be limited to regular mowing and weeding;
 - vi. Provide the Town with a Certificate of Insurance confirming coverage throughout the term of this agreement and any renewal thereof, comprehensive general liability insurance in the amount of not less than \$2.0 Million protecting the Town and the Licensee against liability for bodily injury and death and for damage to and/or destruction of property by reason of any occurrence or accident in or about the Lands with loss payable to the Town and the Licensee as their interests may appear. The Town shall be added as an additional insured on said insurance policy. The Licensee shall pay for their insurance policy. The Licensee shall have no claim against the Town of the Town's insurer for any loss or damage the Licensee may suffer and the Town shall require the Licensee's insurer to waive any rights of subrogation against the Town, its officers, employees, agents, etc.
 - vii. Report any significant vandalism to the Town's Corporate Services Department as soon as practicable after becoming aware of such vandalism.
 - viii. Assume full responsibility for risk management and site security on the Lands.
 - ix. Comply with all Town bylaws and other relevant Town, Provincial and Federal legislation.
 - x. Ensure that all construction on the site as depicted in Schedule "A" is approved by the Town Engineer and Building Inspector.
- d. The Licensee shall maintain at their sole risk and expense such gating, fencing, locks, and supervision of the Lands if they consider it reasonably necessary to ensure that:
 - i. Only Plot Holders are permitted to enter into the Community Garden for the purpose of growing plants that are permitted within the definition of Community Garden;
 - ii. That any improvement made to the Community Garden by the Town or by the Licensee, including the installation of running water, is kept reasonably secure;
- e. The Licensee shall not permit any of the following:

- i. The deposit of construction or demolition debris (including drywall or lumber) or any such other items such as, but not limited to, metal, plastic, porcelain;
 - ii. The use of non-horticultural oils, detergents, pesticides, fungicides or insecticides; or
 - iii. Assignment, transfer or sub-license of the Lands or the rights under this agreement.
- f. On written order of the Town, the Licensee shall rectify any breach of this agreement within thirty (30) days or the Town may elect to do this at the Licensee's expense or invoke its right to terminate this agreement under Article 2(b).
- g. The Licensee acknowledges and agrees that its right to occupy the Lands exists at the pleasure of the Town and that such right may be revoked by the Town, in accordance with Article 2(b). The Licensee shall upon any such demand from the Town made in accordance with Article 2(b) forthwith surrender the Lands to the Town. All gardening materials will be removed promptly from the Lands by the Licensee and the Lands returned to a neat, level and grassed state. The Licensee shall make no claim against, nor make any kind of demand of, the Town arising out of the Town's decision to terminate this agreement.
- i. The Licensee shall submit to the Town for pre-approval any proposed name or advertised sponsorship of the Community Garden the License proposes to use or install on the Lands.
 - ii. The Licensee shall pay an annual License fee of \$1.00/year to the Town in consideration.

ARTICLE 4 – RELATIONSHIP OF THE PARTIES

- a. The relationship between the Town and the Licensee is solely that of proprietor and a party licensed for the non-full-time use and occupation of the Lands and is not a relationship of Landlord and Tenant.
- b. The Licensee acknowledges and agrees that nothing contained herein, and no action taken by the Licensee or any Plot Holder shall confer on or vest in the Licensee or any Plot Holder any title, any interest of any kind including an ownership interest, or estate in the Lands.

ARTICLE 5 – OTHER TERMS AND CONDITIONS:

- a. The Town and Licensee agree that the recitals form part of this agreement and may be relied upon by either party.
- b. The Term of this agreement shall be for two (2) years commencing on May 1, 2022 2020 and continuing until April 30, 2024 2022. Provided that:
If the Licensee overholds after the expiration of this License, it shall be a Licensee at will and subject to all the other terms and conditions of this agreement.
- c. This agreement is a public document and may be released to anyone who makes a lawful inquiry.
- d. This agreement constitutes the whole agreement between the parties and no prior or subsequent representation or warranty, given orally or in writing shall bind the parties unless it is executed in writing and signed by both parties.
- e. Except as provided in this agreement, the agreement shall operate to the benefit of and be binding upon the parties and their respective successors [and assigns of the Town, and only permitted assigns of the Licensee].
- f. This Agreement will be governed by the Laws of Nova Scotia.
- g. In the event any portion of this agreement is found to be unenforceable, the offending portion

shall be severed and the remainder of the agreement shall remain in effect and bind the Parties.

IN WITNESS WHEREOF THE PARTIES hereto have set their hands as duly attested to by the hands of their duly authorized signing officers.

SIGNED AND DELIVERED

Witness's Signature and Date
(day/month/year)

Printed Name of Witness

Witness's Signature and Date
(day/month/year)

Printed Name of Witness

SIGNED & DELIVERED IN PRESENCE OF

Witness's Signature and Date
(day/month/year)

Printed Name of Witness

Witness's Signature and Date
(day/month/year)

Printed Name of Witness

~~THE MUNICIPAL CORPORATION OF~~
TOWN OF LUNENBURG

Signature
Print Name:
Mayor

DRAFT

Signature
Print Name:
Town Manager/Clerk

(affix municipal seal)

LUNENBURG COMMUNITY NETWORK

(Signature of Executive member of Board of
Directors
authorized to sign)

Printed Name of Witness

DRAFT

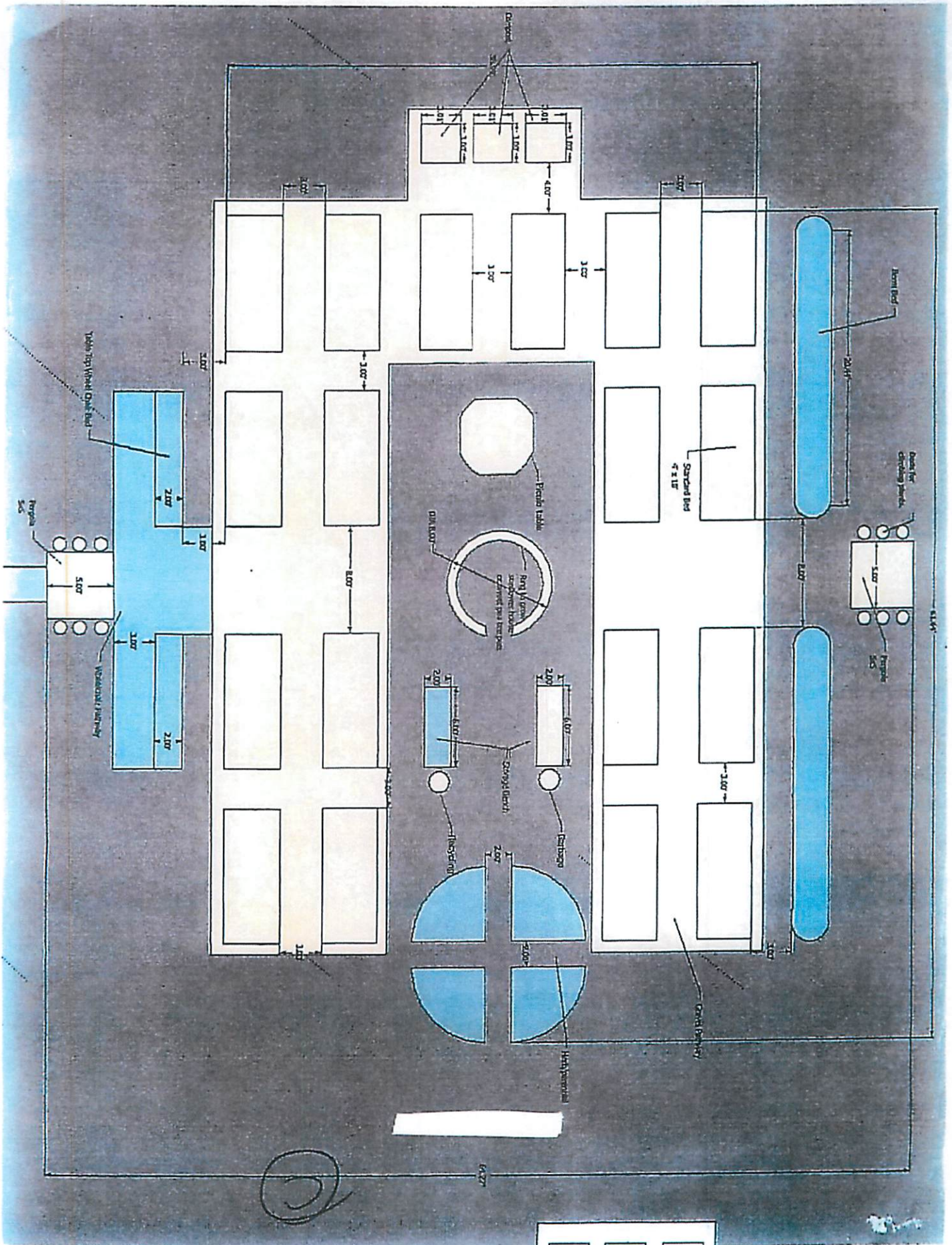
(Signature of Executive member of Board of
Directors
authorized to sign)

Printed Name of Witness

~~(affix corporate seal)~~

Or

We have authority to
bind the corporation



Schedule "A"

Schedule A Continued

7.3 Site Plan

The Site Plan was developed by the Site Planning and Maintenance Committee in consultation with the Steering Committee. The Site Plan reflects the results of the Community Survey (see section 5.1) as well as the discussions held at the Community Visioning Meeting (see section 4.3).

7.3.1 Visuals

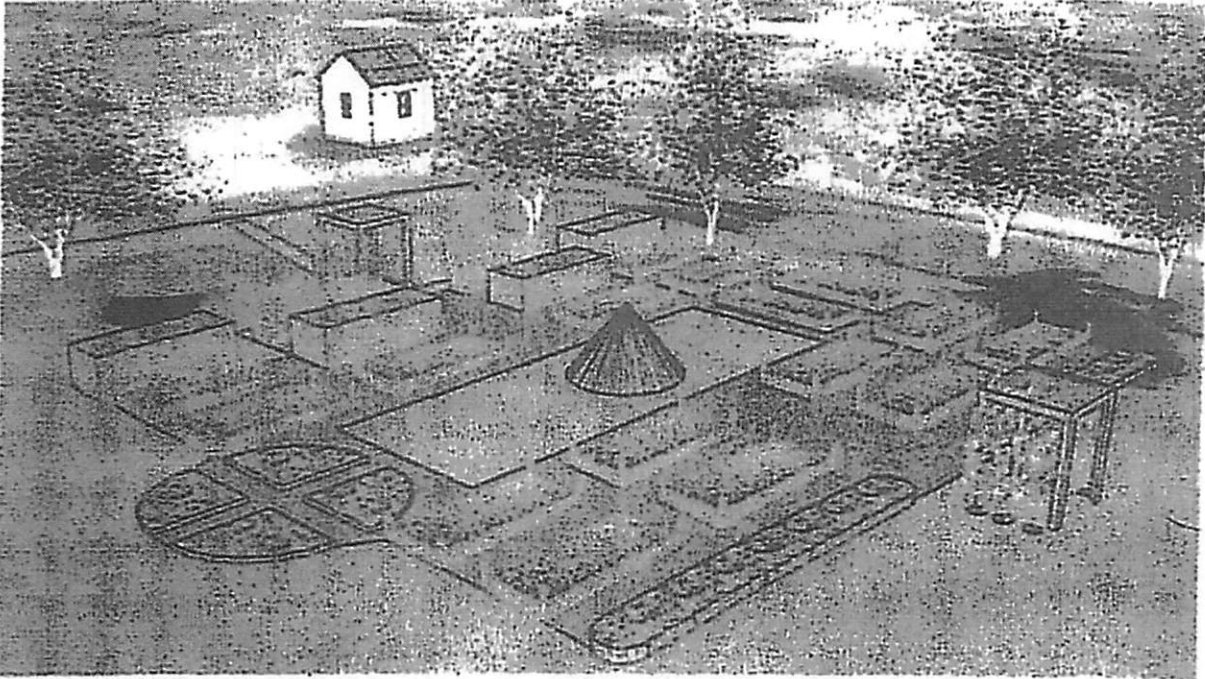


Figure 1. 3D Model



Figure 2. Proposed garden site in relation to the Lunenburg Academy

97 Kaulbach St

Schedule A Continued



Schedule "B"

THIS PLOT HOLDER LICENSE AND USE AGREEMENT made in triplicate this _____ day of _____ 202__.

BETWEEN:

LUNENBURG COMMUNITY NETWORK, A CANADA NOT-FOR- PROFIT CORPORATION

(the "Operator")

- and-

(the "Plot Holder")

WHEREAS the Operator and the Plot Holder desire to enter into an agreement to permit the Plot Holder to enter onto Town-owned land for the purpose of participating in a Community Garden as depicted in Schedule "A";

AND WHEREAS the Parties recognize that encouraging and promoting the operation of Community Gardens is a valuable recreational activity that contributes to the health, well-being of the residents of the Town;

AND WHEREAS the Operator desires to encourage individuals to participate in community gardening;

AND WHEREAS the Plot Holder acknowledges and agrees that his/her right to occupy Town-owned land only exists in accordance with the terms and conditions of this agreement;

AND WHEREAS the Plot Holder has executed the Release and Waiver, attached hereto as Schedule "B";

AND WHEREAS the parties agree that the mutual exchange of obligations constitutes satisfactory consideration and plot holder fee as applicable to bind the parties to this agreement;

NOW THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

Town – means the Municipal Corporation of the Town of Lunenburg, its employees, elected officials, officers, directors, volunteers, agents and assigns.

Community Garden – means a site that is operated by an individual or group on a non-profit basis for one or more of the following purposes:

- a. Production of produce for:
 - i. Personal use
 - ii. Donation to a local food cause; or
 - iii. Generating revenue to reinvest in the Community Garden.
- b. Production of a floral or landscape display; or
- c. Demonstration gardening or other related instructional programming.

Lands (the) – means the lands upon which the Licensee is permitted by the Town to operate a Community Garden as described in Schedule “A”;

Operator – is the Lunenburg Community Network which is also referred to as the “Licensee” in the main License and Use Agreement with the Town of Lunenburg for this Community Garden.

Plot Holder – means a member of a Community Garden who has:

- a. The responsibility, solely or in conjunction with another Plot Holder, for gardening at least one garden plot within the Community Garden; and
- b. Executed a Plot Holder Agreement and a liability Release and Waiver.

Release and Waiver – means a liability release and waiver signed by each Plot Holder in favour of the Licensee and Town contained in Schedule “B1”;

Term – means the period between 1 May and 31 October in each year of the Term;

Terms of Reference – means a document created by the Licensee that identifies how the Community Garden will be operated (Schedule “C”).

ARTICLE 1 – OBLIGATIONS AND RIGHTS OF THE OPERATOR

- a. The Operator shall only permit a Plot Holder to plant or grow plants that are permitted within the definition of Community Garden.
- b. In the event of a disagreement concerning the suitability of all or some of the plants a Plot Holder desires to plant or grow on the Lands, the Operator, in first instance, shall resolve such dispute in consultation with the Town’s Corporate Services Department. In the event the Town and the Operator do not agree on what constitutes a suitable plant, the Operator acknowledges and agrees that the Town shall be the sole final arbiter of what constitutes an acceptable plant and may, in the Town’s sole discretion, require the Operator to:
 - i. Remove such plant or plants from the Lands; or
 - ii. Refuse permission to the Plot Holder to plant such plants on the Lands.
- c. The Operator shall:
 - i. Ensure that each Plot Holder, prior to commencing occupation of a plot within the Community Garden, executes a Plot Holder Agreement with the Licensee;
 - ii. Ensure that each Plot Holder, prior to commencing occupation of a plot within the Community Garden, executes a Release and Waiver;
 - iii. Assign garden plots to each Plot Holder in a fair and transparent manner;
 - iv. Maintain the Community Garden in accordance with all applicable Town by-laws;
 - v. Maintain such bank accounts, financial records and books of accounting as would a prudent business owner;
 - vi. Account on an annual basis to all Plot Holders concerning the financial condition of the Community Garden;
 - vii. Provide a copy of the Community Garden’s Terms of Reference as attached (Schedule “C”) to all Plot Holders identifying how the Community Garden will be operated;
 - viii. Report any significant vandalism to the Town’s Corporate Services Department as soon as practicable after becoming aware of such vandalism.
- e. The Operator shall maintain at their sole risk and expense such gating, fencing, locks, and supervision of the Lands if it considers it reasonably necessary to ensure that:

- i. Only Plot Holders are permitted to enter into the Community Garden for the purpose of growing plants that are permitted within the definition of Community Garden;
 - ii. That any improvement made to the Community Garden by the Town or by the Operator, including the installation of running water, is kept reasonably secure;
- f. Neither the Plot Holder nor the Operator shall permit any of the following:
- i. The deposit of construction or demolition debris (including drywall or lumber) or any such other items such as, but not limited to, metal, plastic, porcelain;
 - ii. The use of non-horticultural oils, detergents, pesticides, fungicides or insecticides;
- g. The Plot Holder shall upon any demand from the Operator made in accordance with Article 2(e) forthwith surrender the Lands to the Operator.
- h. The Plot Holder acknowledges and agrees that its right to occupy the Lands exists at the pleasure of the Operator and that such right may be revoked by the Town or Operator, in accordance with Article 2(e).
- i. The Plot Holder shall make no claim against, nor make any kind of demand of, the Operator or the Town arising out the Town's decision to terminate this agreement.

ARTICLE 2 – OBLIGATIONS RIGHTS AND ACKNOWLEDGEMENTS OF THE PLOT HOLDER

- a. The Plot Holder acknowledges that it is being provided with a community garden plot on "an as is - where is basis" and that neither the Operator or the Town has given any kind of warranty or representation concerning the suitability of the community garden plot for any purpose or growing any kind of plants.
- b. The Plot Holder shall at the time directed by the Operator, pay to the Operator an annual fee not to exceed \$50. except with the Town's permission in full prior to being permitted to access the Community Garden and prior to commencing use of his/her community garden plot.
- c. The Plot Holder shall follow all reasonable direction received from the Operator concerning:
- i. Which plants may or shall not be planted within the Community Garden;
 - ii. Any improvements, beyond the planting of permitted plants, which may be made by the Plot Holder within the Community Garden;
 - iii. His or her conduct while within the Community Garden;
- d. The Plot Holder is solely responsible for the security and safe-keeping of his/her community garden plot. The Plot Holder acknowledges and agrees that neither the Operator nor the Town of Lunenburg is any way responsible for, or giving any representation or warranty concerning:
- i. The security of the community garden plot;
 - ii. The advisability of planting any plants in the community garden;
 - iii. The tenure of the Plot Holder's license and use agreement with the Operator;
 - iv. The security of any plants or implements, tools or other property of the Plot Holder brought into the Community Garden; or
 - v. Maintaining or permitting any improvements made to the Community Garden or to the Plot Holder's plot to remain on the Town's land.
- e. The Plot Holder acknowledges and agrees that he/she is aware that the Town, in its sole and unfettered discretion, may alter or terminate its License Agreement with the Operator without giving cause or reason at any time with three (3) months prior written notice and that such termination would end the Plot Holder's access to the Community Garden.

ARTICLE 3 – RELATIONSHIP OF THE PARTIES

- a. The relationship between the Operator and the Plot Holder is solely that of proprietor and a party licensed for the non-full-time use and occupation of the Lands and is not a relationship of Landlord and Tenant.
- b. Plot Holder acknowledges and agrees that nothing contained herein, and no action taken by the Operator or any Plot Holder shall confer on or vest in the Plot Holder any title, any interest of any kind including an ownership interest, or estate in the Lands.

ARTICLE 4 – OTHER TERMS AND CONDITIONS:

- a. The Licensee and the Plot Holder agree that the recitals form part of this agreement and may be relied upon by either party.
- b. The Term of this agreement shall commence on 1 May, or on such later date as it is signed by the Licensee, and continue until 31 October of that same year. Provided that the Town has extended its agreement with the Operator, this agreement may, in the sole discretion of the Operator, acting reasonably, be extended for additional Terms which shall be evidenced in writing by an amendment to this agreement.
- c. This agreement constitutes the whole agreement between the parties and no prior or subsequent representation or warranty, given orally or in writing shall bind the parties unless it is executed in writing and signed by both parties.
- d. The Plot Holder may not assign his/her rights under this Agreement.
- e. Except as provided in this agreement, the agreement shall operate to the benefit of and be binding upon the parties and their respective successors [and assigns of the Operator].
- f. This Agreement will be governed by the laws of Nova Scotia.
- g. In the event any portion of this agreement is found to be unenforceable, the offending portion shall be severed and the remainder of the agreement shall remain in effect and bind the Parties.

SIGNED & DELIVERED IN THE PRESENCE OF

 Witness Signature and Date
 (day/month/year)

 Printed Name

 Witness Signature and Date
 (day/month/year)

 Printed Name

 Witness Signature and Date
 (day/month/year)

 Printed Name

) LUNENBURG COMMUNITY NETWORK

) _____
) (Signature of Executive member
) authorized to sign

) _____
) Printed Name

) _____
) (Signature of Executive member
) authorized to sign

) _____
) Printed Name

) _____
) (Signature of Plot Holder)

) _____
) Printed Name

Schedule A Continued

7.3 Site Plan

The Site Plan was developed by the Site Planning and Maintenance Committee in consultation with the Steering Committee. The Site Plan reflects the results of the Community Survey (see section 5.1) as well as the discussions held at the Community Visioning Meeting (see section 4.3).

7.3.1 Visuals

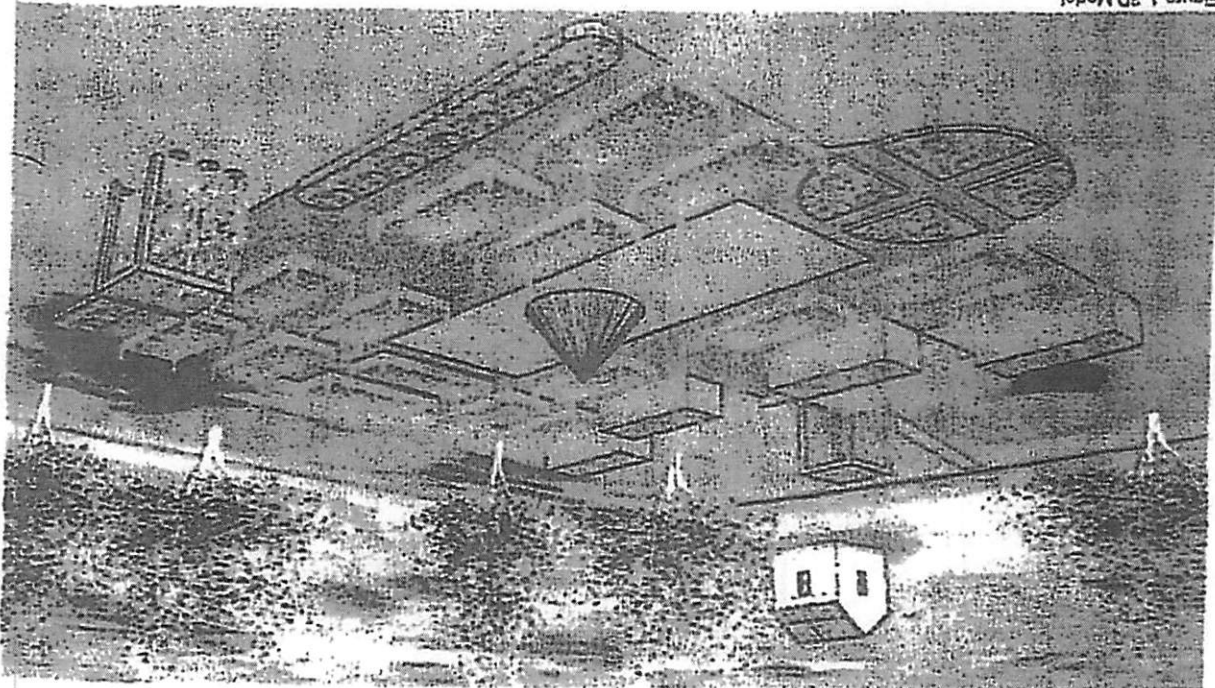


Figure 1. 3D Model

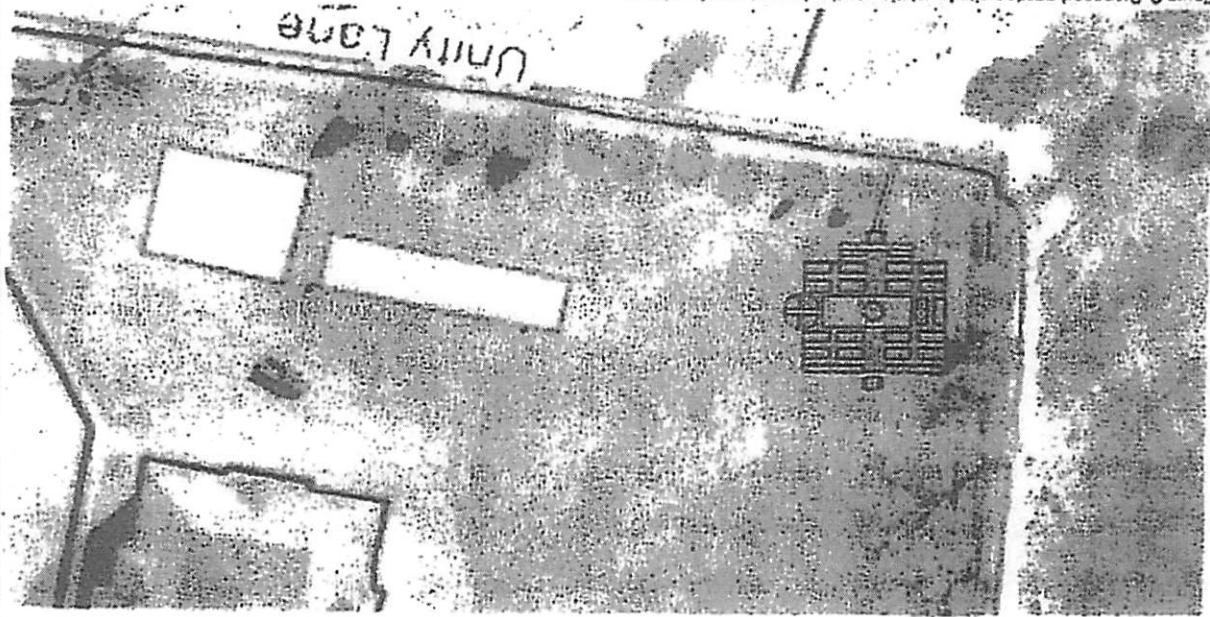


Figure 2. Proposed garden site in relation to the Lunenburg Academy

97 Kaulbach St

Schedule A Continued



Schedule "B1"

LIABILITY RELEASE AND WAIVER

In consideration of the payment by each of the Town of Lunenburg and the Lunenburg Community Network of the sum of \$1.00 to the Plot Holder, receipt whereof is hereby conclusively acknowledged,

The Plot Holder hereby voluntarily assumes any risk of injury, damage or legal action and releases and forever discharges the Lunenburg Community Network as the Community Garden Licensee/Operator and the Municipal Corporation of the Town of Lunenburg and their officers, employees, agents, and representatives (the "Licensee" and the "Town"), from and against all liability, actions, claims, losses, costs and damages which may be brought against the Licensee and the Town and which the Licensee or the Town may incur, sustain or pay arising out of or in connection with the Plot Holder's use of and the Licensee's and/or the Town's provision of or termination of land and/or a plot of land for community gardening and the Town's provision of services, materials or facilities associated with community gardening.

The Plot Holder releases and forever discharges the Licensee and the Town, from any claim or demand whatsoever in respect of injury, death, loss or damage to property caused by or arising from the Licensee's or the Plot Holder's use of the Community Garden. The Plot Holder also agrees to hold and save harmless the Licensee and the Town from any liability, actions, losses, claims, costs and demands and all causes of action brought by third parties, including other Plot Holders, against either or both of the Licensee and the Town arising out of the Licensee's or the Plot Holder's presence on or use of land for purposes associated with community gardening and/or arising out of any cause of action associated with the Licensee's or the Town's provision of services, materials or facilities associated with community gardening and all costs, damages, claims, and demands associated therewith. .

The relationship between the Plot Holder and the Town and the Licensee is solely that of proprietor and a party licensed for the non-full-time use and occupation of Town-owned land. The Plot Holder, in consideration of being granted permission to use and occupy a plot within the community garden, for the purpose of engaging only in permitted forms of community gardening, forever releases and waives any argument or claim the Plot Holder may have or may wish to make that a relationship of Landlord and Tenant exists between the Plot Holder and the Licensee or between the Plot Holder and the Town. The Plot Holder acknowledges and agrees that nothing contained herein, and no action taken by the Town, the Licensee or the Plot Holder shall confer on or vest in the Plot Holder any title or any interest of any kind including an ownership interest, or estate in the Town-owned lands and the Plot Holder specifically releases and waives any argument or claim the Plot Holder may have or may wish to make that the Plot Holder has any interest of any kind including any kind of ownership interest, or estate in the Town-owned land being used as a community garden.

~~IN WITNESS WHEREOF THE PARTIES hereto have set their hands as duly attested to by the hands of their duly authorized signing officers.~~

IN WITNESS WHEREOF THE Lunenburg Community Network has executed this Liability Release and Waiver by the hands of its duly authorized signing officers, and the Plot Holder has executed this

Schedule "C"

LUNENBURG COMMUNITY NETWORK LCN Project Terms of Reference

PROJECT NAME:

Lunenburg Community Garden

Approval of Project

The Lunenburg Community Garden, as described in this Terms of Reference, was approved by LCN Board of Directors.

Description of Project

The Lunenburg Community Garden (LCG) is a volunteer-run project of individuals who wish to establish a common place for learning, sharing and growing food. Our aim is to make the garden an accessible and empowering place for all members of our community regardless of their age, ability, or experience. We aspire to provide the education and confidence necessary to grow and preserve food through healthy and sustainable practices. The Town of Lunenburg has a long history of gardening and it is our goal to reinforce this proud tradition while also providing a space where neighbours can gather, share knowledge and connect with their community.

~~A description of the project objectives, implementation strategy, policies and finances is attached as Schedule B~~

Commencement Date

The Lunenburg Community Garden (LCG) was accepted as a project of LCN on March -2014. The project Steering Committee commenced Lunenburg Community Garden in or about ~~targets a project start date of~~ May 2014 and it has been ongoing since that date.

Project Leadership

The Project Leadership is made up of the Project Directors (paid or unpaid position) and the members of the Project's Steering Committee.

The roles and responsibilities of ~~both the Project Director and~~ the Steering Committee are outlined in Schedule ~~SC A~~ of this document.

~~The Project Directors for Lunenburg Community Garden are: Michelle Engei and Andrew Maize.~~

Following are the names of the individuals who have agreed to act as voluntary members of the Project's Steering Committee:

1. Clare Kellock
2. Pamela Comeau
3. Janet Wells
4. Teresa Quilty
5. Emma Kinley
6. Maria Moore
7. Kara Highfield
1. ~~Kara Highfield~~
2. ~~Alicia Steeves~~
3. ~~Jenny Burwell~~
4. ~~Travis Hiltz~~

5. ~~Erica Thoxnborrow~~

Each of these individuals has agreed to act as a Steering Committee member (as per minutes of the Project Steering Committee). If a Steering Committee member wishes to resign, they must provide written notice of their resignation to the **Board of Directors**, **Project-Directors** who will advise the Steering Committee ~~and the LCN~~.

Accountability

Day to day stewardship, fundraising and strategic guidance for the project is delegated to the Steering Committee ~~and Project-Directors (Project-Leadership)~~ by LCN Board of Directors. The project Leadership agree to regular meetings of the Steering Committee, inclusion of the Lunenburg Community in setting the project objectives and to open and transparent communication of LCG activities to community participants of the LCG and to LCN.

The Project Steering Committee ~~and Project-Director~~ are accountable to the LCN Executive Director. The Project Leadership will work with the LCN board to ensure that all programmatic, organizational, funding and reporting requirements are met Project Leadership will regularly review proposed activities, including any lobbying or advocacy activities, in advance with the board to ensure mat the activities of LCG remain within the parameters of LCN's objects as agreed from time to time with the Canada Revenue Agency (CRA).

Overhead Allocation

LCG understands that each project within LCN must generate sufficient revenue to cover all its expenses including overhead expenses as allocated to the project by the LCN Board of Directors. An allocation rate will be agreed with the project.

Annual Project Budget

~~The budget for Lunenburg Community Garden for the period 2014 is attached as Schedule 'B'.~~

This annual budget will be reviewed periodically and the adequacy of the ongoing received and committed funding will be considered by the LCN Board of Directors in consultation with the Project Leadership.

The LCN has provided the Town with assurances that the LCN's finances are in order, and that the Lunenburg Community Garden has maintained a positive position on its balance sheet and profit/loss statement.

Ownership of Assets and Work Product

As a project of LCN, Lunenburg Community Garden is not a separate legal entity. Therefore, ownership of all assets, tangible and non-tangible, associated with Lunenburg Community Garden rests with LCN. In particular, all legal right and title to any asset, report, intellectual property, product or other item produced or acquired in connection with Lunenburg Community Garden will be an asset of LCN. This will not include any legal right or title otherwise owned or explicitly retained by any third party collaborator in the creation or development of an asset.

Termination of Project

Lunenburg Community Garden may be terminated as an LCN project:

- By the LCN Board of Directors at any time and for any reason on 60 days' written notice to the Project Steering Committee
- OR**

- By unanimous decision of the Project Steering Committee on 60 days' written notice delivered to the LCN Executive Director

In either event, the LCN Board of Directors will work with the Project Leadership to, as quickly and effectively as possible, resolve the disposition of the project operations and assets, including:

- Transfer project operations and assets (specifically including intellectual property) to a qualified donee
- Wind down the project, which may include the transfer of project assets (specifically including intellectual property) to a qualified donee

This may include, at the sole discretion of the LCN Board of Directors:

- Completing any obligations relating to the project
AND
- Returning any unexpended project funds to relevant funders where required by these funders

In the event that the project has been inactive and/or the LCN Board of Directors receives no response from the last known contact addresses (physical mail, e-mail, facsimile) for the project within 120 days' of the original notice to terminate being sent, LCN is entitled, at its discretion, to:

- Use available project funds to complete such obligations of the project as remain outstanding
- Return any subsequently remaining project funds to relevant funders where required by these funders
- Transfer project assets (specifically including intellectual property) to a qualified donee
- Remove any finally remaining project funds from the project's accounts and apply them to other LCN projects or purposes as the LCN Board of Directors sees fit

Project Operational Resources

All organizational and operational policies of LCN apply to Lunenburg Community Garden. Please consult with the LCN Board President on any questions or concerns.

RECEIPT AND ACKNOWLEDGEMENT

Signature of Steering Committee Co-Chair

Print Name of Steering Committee Co-Chair

Date (dd/mm/yy)

Signature of Steering Committee Co-Chair

Print Name of Steering Committee Co-Chair

Date (dd/mm/yy)

Schedule SC

Roles and Responsibilities of the Steering Committee

All projects and collaborations of LCN have a volunteer Steering Committee which acts as an advisory group to both the LCN Board of Directors and project staff. Although it has no legal or governing authority, it provides an important mechanism of accountability and support.

The Steering Committee advises and makes decisions for the project/collaboration in the following areas:

- Defining the project purposes, goals and objectives in consultation with members of the Lunenburg Community
- Strategic planning including budget and work plan development
- Developing resources to ensure expenditures are met
- Evaluating success in achieving deliverables on all contracts
- Recruiting, selecting and supervising the Project Leadership including performance evaluation in accordance with LCN's human resources policies
- Advising the LCN Board of Directors of any concerns, irregularities, etc. as they may come to the attention of the Steering Committee
- Advising LCN management of the names and contact information for all members of the Steering Committee from time to time

The Steering Committee may:

- Appoint a member/s as its Chair/Co-Chair
- Delegate portions of the first four responsibilities to the Project Leadership

Each member of the Steering Committee should become familiar with LCN's mission as well as LCN policies and procedures and ensure that all project activities are compliant.

Roles and Responsibilities of the Project Leadership

Each project has its own Project Director/Lead who serves as the main contact between the project and the LCN Board Operational Lead. The best way to understand the relationship is to think of the project as a department of LCN. The project, is an activity of LCN in their field.

~~The Project Director (may be an employee of LCN or Steering Committee Member) is delegated the authority and responsibility to oversee~~ **The Steering Committee oversees** all aspects of the project work including, but not limited to, the following:

General Management and Administration

- Defining and evaluating the long-term mission and short term goals
- Planning for the successful achievement of project goals and implementing work plans
- Day to day operations and program delivery
- Supervising staff and contractors
- Fundraising to meet expenses
- Ensuring compliance with all grant agreements
- Ensuring that the project's activities comply with the project's description in its Terms of Reference
- Ensuring that the project's activities comply with all LCN policies and procedures
- Providing regular activity reports to the Steering Committee and the LCN Board of Directors

Financial Administration

- Ensuring the financial health of the project

- Preparing an annual budget to review with the Steering Committee and submit to the LCN Board President
- Monitoring expenditures in relation to budget limits
- Reviewing all invoices and expense reports and ensuring all necessary supporting documents and approvals accompany delivery of invoices and expenses claims to the LCN Board President
- Ensuring invoices and expense claims are submitted in a timely manner, and per the schedule noted in contracts where applicable
- Reviewing financial statements with the Steering Committee

Human Resources Management

- Communicating to project employees the goals, policies and principles of the project
- Supervising all project staff (unless an alternative supervisor has been formally designated)
- Ensuring that paper work for new employees is completed and submitted to the LCN Board Operational Lead
- Ensuring that performance evaluations are carried out on a regular basis
- Advising the LCN Board Operational Lead of any personnel issues as soon as they arise

~~Schedule B—Lunenburg Community Garden Budget~~

Material List and Approximate Cost for Lunenburg Community Garden

[Schedule C1 deleted]

#73. TOWN OF LUNENBURG PROCEDURAL POLICY: COMMUNITY GARDENS

1. PURPOSE

- 1.1 The Town of Lunenburg values and supports sustainable Community Gardens because they contribute to: economical, nutritious, and local food production; an appropriate use of open space; health and well-being; fitness and recreation; positive social interaction; strong neighbourhoods; environmental education; and increased self-reliance.
- 1.2 This Policy provides direction to establish and operate Community Gardens on Town-owned or managed land.

2.0 POLICY STATEMENT

- 2.1 The Town shall demonstrate its support for Community Gardens by:
 1. Promoting Community Garden initiatives and participating as a stakeholder with community partners.
 2. Encouraging the use of Community Gardens for related instructional programming and to support local food production.
- 2.2 Community Gardens are to be operated in a safe and fair manner in a way that enhances neighbourhoods, therefore the Town requires:
 1. That neighbours be consulted through a public process before a new Community Garden is established.
 2. Fair, equitable, and transparent processes for the operation of Community Gardens.
 3. A License and Use Agreement.
 4. That each Operator establish and comply with a Terms of Reference approved by the Town Council.
 5. That each Operator maintain and enforce Plot Holder Agreements and liability Release and Waiver, which shall be signed by Plot Holders and Operators.
- 2.3 Failure of a Community Garden to comply with this Policy may result in the termination of the License and Use Agreement.

3.0 APPLICATION

- 3.1 This Policy and related procedures applies to the Town and to individuals and groups who establish, operate, administer, oversee, approve, or conduct community gardening activities on Town owned or managed land.
- 3.2 The Town's Corporate Services Department will develop and approves the necessary Town procedures to implement this Policy, in consultation with other Town Departments.
- 3.3 This Policy only applies to Community Gardening and does not apply to other forms of urban agriculture such as the breeding and raising of livestock and poultry.

4.0 DEFINITIONS/ACRONYMS

Town - the Municipal Corporation of the Town of Lunenburg, its employees, elected officials, agencies, boards, and commissions.

Community Garden – a Town approved Town site that is operated by an individual or group, on a non-profit basis, for one or more of the following purposes:

1. production of produce for:
 - personal use;
 - donation to local food causes; or
 - generating revenue to reinvest in the Community Garden.
2. production of a floral or landscape display; or
3. demonstration gardening or other related instructional programming.

Release and Waiver - a waiver that Plot Holders sign acknowledging the risks of participating in a Community Garden and that they are responsible for their own actions, holding the Town harmless, etc.

License and Use Agreement - an agreement between the Town and an Operator that sets out the rights and responsibilities of both parties pertaining to the use of Town-owned or managed land for the purpose of a Community Garden.

Operator - the individual or group with lead responsibility for managing and operating a Community Garden.

Plot Holder - a member of a Community Garden who has shared or full responsibility for gardening at least one garden plot within the Community Garden.

Plot Holder Agreement - an agreement between a Plot Holder and the Community Garden Operator that stipulates rights, responsibilities and rules to be followed within the Community Garden.

Terms of Reference - a document created by the Community Garden Operator, with

assistance from the Town, that identifies how a Community Garden will be operated (e.g. the management structure, decision-making processes, assignment of plots, length of membership, fees, etc.

5.0 APPENDIX, RELATED POLICIES, PROCEDURES & LINKS

5.1 Pertinent Resources

- License and Use Agreement (Schedule "A")
- Plot Holder Agreement (included as part of the License and Use Agreement)
- Release and Waiver (included as part of the License and Use Agreement)
- Terms of Reference (included as part of the License and Use Agreement)

Clerk's Annotation For Official Policy Book

Date of Notice to Council Members
of Intent to Consider [7 days minimum]: April 29, 2014

Date of Passage of Current Policy: May 27, 2014

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

Clerk

June 27, 2014
Date