

MEMORANDUM OF UNDERSTANDING

BETWEEN:

MUNICIPALITY OF THE DISTRICT OF LUNENBURG, a municipal body corporate, pursuant to the Municipal Government Act, S.N.S., 1998, chapter 18, with its office in the Town of Bridgewater, in the County of Lunenburg and Province of Nova Scotia;

(hereinafter called "MODL")

OF THE FIRST PART

- and -

MUNICIPALITY OF THE DISTRICT OF CHESTER, a municipal body corporate, pursuant to the Municipal Government Act, S.N.S., 1998, chapter 18, with its office in Chester, in the County of Lunenburg and Province of Nova Scotia;

(hereinafter called "MODC")

OF THE SECOND PART

PURPOSE

1.01 The parties recognize that Public Access to Sherbrooke Lake is a priority of MODL and as such MODL has acquired land for the same.

1.02 The land is located in MODC and the parties further recognize the desire of both MODL and MODC to ensure the development of public access on PID 60477047 and 60644440 is done in a manner that provides public space and access on Sherbrooke Lake that respects the natural environment and the surrounding community on Sherbrooke Lake.

1.03 The parties wish to enter into a memorandum of understanding (MOU) to document the management structure of the said land.

1.04 An Adaptive Management Approach shall be employed to ensure the same, working towards an environmentally friendly solution based on evidence and research.

OBJECTIVE

2.01 To identify key terms and or principles that will inform the design of the Open Space Lands and identify a decision-making process to assist in the management of the lands.

DECISION MAKING STRUCTURE

3.01 The terms outlined in this MOU and the recommendations as outlined in the Sherbrooke Lake Access Advisory Committee's final report will inform the design of the proposed park on Sherbrooke Lake.

3.02 MODL will engage, consult and inform MODC throughout the design and development process.

3.03 As the land owner and developers of PID's 60477047 and 60644440, MODL will make decisions and contribute the funding concerning the activities, features and design of the property which is being developed to provide public access.

PARK ADVISORY COMMITTEE

4.01 The Parties will establish a Park Advisory Committee that will consist of the members from each municipal unit as appointed by each respective municipal council.

4.02 The Committee shall consist of a total of six individuals, three from MODL and three from MODC. Members may be public or municipal representatives.

4.03 The purpose of the Park Advisory Committee shall be strictly advisory in nature. The Committee's contemplated duties shall include:

- Using the design recommendations of the Sherbrooke Lake Access Advisory Committee and further defined in this MOU, define the key design elements to be provided to a consultant to complete preliminary and ultimately final design
- Consult with the immediate /adjacent neighbors in the development of the design elements
- Oversee the design of the Open Space
- Consult with the larger community of the final design
- Present a draft design to MODL and MODC
- Based on feedback from presentation to MODL and MODC revise draft design, if required.
- Recommend a final design to MODL
- Provide advice to MODL Council on operation of park once developed

DESIGN – KEY PRINCIPLES

- 5.01 a) Public Access shall have an environmental focus;
- b) Public Access should be safe, clean and secure;
- c) Public Access should be accessible for the general public;

5.02 The Final Recommendations in the Sherbrooke Lake Access Advisory Committee Report shall form the key elements of the Open Space design and management.

5.03 An Adaptive Management Approach will be employed where MODL may implement the design over several years. The intention is to ease the development into the surroundings and ensure minimal impact.

Phase 1

5.04 The initial development of the property will involve passive recreation opportunities as recommended in the Committee's Final Report and features that will aid in the safety and cleanliness of the area.

5.05 To further clarify phase one will not include a motorized boat launch. MODL will ensure that:

- a. Parking on the site will be provided in a manner that diverts traffic from the neighboring lot. To aid in separation, access will be designed as to direct visitors away from adjacent parcel (PID 60647039). There are two access points. The access further away from PID 60477047 will be used for the public access point.
- b. Adequate on-site signage will be provided to direct traffic and users;
- c. There will be adequate waste sorting stations/receptacles that will be maintained;
- d. Washrooms will be provided;
- e. The property will be gated and during the off season the gate will be locked. MODL will employ a gate keeper who will conduct daily park inspections, waste collection, maintenance and will open and close the gate each day. Hours of Operation shall be from 8 am to 9 pm, from the long week-end in May until the long week-end in October.
- f. Any outdoor lighting will be directed away from adjacent properties.
- g. Uses and facilities will be located on the site to help ensure adequate separation distance between the use and/or facility and adjacent properties, with the aim to minimize nuisances such as noise and lights. A visual buffer will be maintained where possible.

5.06 Other features may include:

- a) Swimming Area / Beach Area provided in a location that reduces conflict with other site uses to ensure safety of swimmers
- b) A dock/Slip suitable for canoes and kayaks
- c) Picnic Area
- d) Hiking Trails
- e) Change rooms
- f) Natural playground

MONITORING AND EVALUATION

5.07 After monitoring use and a joint evaluation is conducted, MODL may consider expanding services at Sherbrooke Lake making decisions based on evidence and research and within the terms of this MOU. Prior to considering the same MODL will consult with the immediate neighbors and the larger community.

Phase 2 could include:

5.08 A dock/slip designed to accommodate motor boats up to 14 feet. The dock/slip will be designed to prohibit personal watercraft (i.e. seadoos). The design of the dock/slip shall incorporate the same design principles as Church Lake Park (barriers to trailer back up into

water; weight and size restrictions). This aligns with the consulting firm Upland's recommendation of conducting further research before installing a motorized boat launch. Encouraging the use of electric motors will be promoted with future consideration for enabling only electric motors. This feature will only be developed after monitoring and evaluation is conducted and there is evidence and research to support developing a dock/slip way for motor boats up to 14 feet.

STEWARDSHIP COMMITTEE

6.01 MODL agrees to establish a Stewardship Committee and MODC will participate by membership on the Committee.

6.02 The purpose of this Committee will be to establish a water quality monitoring program to establish a baseline to aid in the evidence based decisions concerning the development of the properties. This approach will aid in gathering essential data and research when making decisions beyond phase one of the development. The water monitoring program would begin in the 2017-2018 fiscal year which would provide a baseline. The design phase would be in the 2017-2018 fiscal year; with development potentially beginning in 2018-2019.

6.03 For clarity, the role of the Stewardship Committee shall be strictly advisory in nature. The Stewardship Committee is only responsible for the above noted water quality monitoring program and will provide both MODL and MODC with any information it obtains, but the Stewardship Committee shall not participate in any management structure or decision making pertaining to the proposed park site and/or the subject property.

6.04 Both MODL and MODC will be equally financially responsible for the water quality monitoring program, with MODC's contribution not exceeding \$7,000 per annum, unless otherwise agreed to by MODC.

AMENDMENTS TO TERMINATION OF MOU

7.01 Future Amendments to this MOU may be made upon agreement of both parties.

7.02 Notwithstanding any other provisions of this MOU, once the park is either closed and/or substantially abandoned, either municipal unit shall be allowed to serve the other with twelve (12) months notice of termination of this MOU, and the MOU shall be considered terminated on the ultimate termination date, and each municipal unit shall execute any subsequent instruments necessary to evidence same.

7.03 In any event, this MOU may be terminated by the express written consent of both municipal units.

GENERAL

8.01 MODL and MODC agree to the terms in this MOU and agree to work in good faith to provide public access to Sherbrooke Lake.

8.02 The section headings and number contained in this MOU are for reference only and shall not effect the interpretation of the MOU.

Dated at Bridgewater, Nova Scotia, this 7 day of March, 2017.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

Rachel
Witness

Rachel
Witness

MUNICIPALITY OF THE DISTRICT
OF LUNENBURG

Per: Carolyn Bolivar-Getson
Carolyn Bolivar-Getson, Mayor

Per: Sherry Conrad
Sherry Conrad, Clerk

Dated at Chester, Nova Scotia, this 7 day of March, 2017.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

Elizabeth Mulvaney
Witness

Elizabeth Mulvaney
Witness

MUNICIPALITY OF THE DISTRICT
OF CHESTER

Per: [Signature]

Per: [Signature]