



SPECIAL TOWN COUNCIL AGENDA

September 23, 2022

2:30 p.m.

Council Chambers

Let us begin by acknowledging that we are gathered today in Mi'kma'ki. The ancestral, present and future territory of the Mi'kmaw people. Today, we gather with the intent followed by the living Peace and Friendship Treaties - with respect, cooperation and coexistence.

Call to Order

1 Approval of Agenda

2 Staff Reports

2.1 Staff Report – Edgewater Street Living Shoreline Project (Phase 2)

2.2 Staff Report – Regional South Shore Sustainability Summit

3 Closed Session

3.1 MGA 22(2)(e) – contract negotiations

3.2 MGA 22(2)(a) – acquisition, sale, lease and security of municipal property





Town of Mahone Bay

Staff Report

RE: Edgewater Street Living Shoreline Project
(Phase 2)

September 23rd, 2022

General Overview:

This staff report is intended to present Council with a proposal for a next phase of the Edgewater Street Living Shoreline project.

Background:

Save for monitoring and maintenance activities, work on the living shoreline demonstration project with Coastal Action is now essentially complete. The demonstration project (phase 1) established the 'living shoreline' – a combination of rocky intertidal habitat, vegetated tidal wetland, and a vegetated bank per the original plans developed by CBCL Ltd. for the Town in 2016 – along a 60m stretch of a total 800m of Edgewater Street shoreline.

Town and Coastal Action staff continue to seek out external funding opportunities to support the extension of the living shoreline to the full 800m. The newly launched federal Natural Infrastructure Fund (NIF) has been identified as a potential funding source, providing up to 80% funding (maximum \$1 million per project), with an application deadline of September 27th, 2022.

Analysis:

Town and Coastal Action staff have been in contact with program staff as well as project partners – from the phase 1 demonstration project – in preparation to submit a funding application. It is anticipated that Coastal Action would be the lead applicant, supported by the Town, as was the case with phase 1.

The attached information has been prepared by CBCL for Coastal Action and the Town, to inform a potential NIF application (Proposal for Living Shoreline Extension and Class B Opinion of Probable Costs). The probable costs document reflects options for a limited extension (100m) and the full completion of the shoreline upgrade along Edgewater Street (an additional 640m); the limited option is recommended to align with the NIF program criteria (max \$1 mil contribution) but estimated costs for the full completion of the project are included for context, as well as inform future budgets and support future efforts to secure external funding to complete the project.

It should be noted that the recommended 100m extension, combined with the 60m section already completed, would provide considerable protection to the public parking and waterfront areas and the historic three churches, in comparison with only the initial 60m section.

Financial Analysis:

The demonstration project (phase 1) cost \$860,000 with the Town Council agreeing to contribute \$140,000. Staff are anticipating the cost of Phase 2 at ~\$1.2 million and recommending a \$100,000 contribution from the Town. Phase 1 was primarily private sector funding while Phase 2 is being pitched as principally NIF funded with cash and in-kind contributions from the Town and Coastal Action making up the required applicant contribution.

The 2022-23 budget approved by Council July 28th, 2022 includes \$113,046 in Town contribution to a proposed next phase of the shoreline project (an additional allocation was anticipated in fiscal 2023-24 if the project received external funding approval). These Town contributions were intended to be leveraged with external funding over two years for a total estimated project cost of \$2,874,800 (at one time the anticipated cost for the entire 800m Edgewater shoreline).

In contrast to what was budgeted, staff recommend contributing \$100,000 to a ~\$1,200,000 project, resulting in the improvement of 100m of shoreline. This contribution would be contingent on the project receiving funding from NIF and would largely be expected to flow in fiscal 2023-24; as a contributing party it would be recommended that the funds be drawn from capital funding / reserve funding (the project is also gas tax eligible).

From the CBCL opinion of probable costs information attached the remaining 640m could be expected to cost ~\$5 million, requiring approximately \$4 million in external funding to meet Council's prior expectations, and likely would not begin sooner than fiscal 2024-25. Staff are closely following the reorganization of the federal Disaster Mitigation and Adaptation Fund into a new Adaptation Fund, which could potentially be combined with Provincial and/or private sector funding to support the eventual phase 3 completion of the Edgewater living shoreline improvement.

Climate Analysis:

The living shoreline project improves the resilience of our public infrastructure, protects important community assets, and is a key part of Council's climate adaptation plan, cited in Council's strategic plan as a key action to be undertaken during this term of Council.

Strategic Plan:

3.2 Adapt Community Infrastructure to Climate Change

- Invest in strategic infrastructure (shoreline and stormwater management)

Recommendation:

It is recommended,

THAT Council approve the signing of a letter indicating the Town's support for the Coastal Action-led application to the federal Natural Infrastructure Fund (NIF) for a next phase of shoreline improvement on Edgewater Street and indicating the Town's commitment to contribute \$100,000, as well as \$7,200 in in-kind support from senior staff, should the project receive NIF funding approval.

Attached for Council Review:

- Mahone Bay Living Shoreline Project Extension Proposal (CBCL)
- Opinion of Probable Costs for Mahone Bay Living Shoreline Project Extension (CBCL)

Respectfully Submitted,



Dylan Heide
Town of Mahone Bay CAO

September 20, 2022

Jordan Veinot (she/her)
Climate Change Team Lead
Office: 587-990-4934
Mobile: 902-403-0332
coastalaction.org

Dear Ms. Veinot:

RE: Mahone Bay Living Shoreline Project Extension

CBCL Limited (CBCL) is pleased to present this proposal to Coastal Action for engineering services related to the expansion of the Living Shoreline Protection of the iconic Mahone Bay waterfront.

1. Mahone Bay Living Shoreline Project

The summer of 2022 saw the successful completion of an innovative natural infrastructure pilot project in Mahone Bay, NS, led by Coastal Action with the support of the Town of Mahone Bay. CBCL was pleased to provide engineering services on that landmark project, which shows how the living shoreline protects existing infrastructure as well as restore the existing shoreline into a saltwater marsh. The implementation of the pilot project was critical in demonstrating how soft infrastructure (living shorelines) combined with strategically placed rock structures can be used instead of hard seawalls which have traditionally been used. This is very timely as the provincial Coastal Protection Act becomes closer to reality.

The 60 m pilot section was part of an overall coastal protection design for the entire 700 m waterfront along Edgewater str. developed by CBCL in 2015. The project includes a raised waterfront embankment, which would support a multi-use trail, and would be protected by a living shoreline similar to that demonstrated in the pilot project. The improvements start near the intersection with Parish Street and continue northward, ending close to the mouth of the Mushamush River.

CBCL is committed to the success of this project and to seeing the project through to completion. The phasing of the entire project will depend on many factors, including funding availability. In this proposal, CBCL presents two phasing options:

- 1 Extension of 100 m to the north.
- 2 Full 700 m project to the head of the bay.



Mahone Bay Living Shoreline Pilot Post-Planting - July 2022



Location of Mahone Bay Living Shoreline Pilot (60 m) Relative to Entire Project (700 m)

2. CBCL Engineering Services Scope

CBCL's scope of work will follow the same steps recently completed towards the successful implementation of the pilot project, as follows.

2.1 Geotechnical Investigation

The project includes extending the shoreline generally 20 m to 30 m beyond its current edge. The newly created shoreline will include beaches/vegetated areas as well as rock sills (~2 m to 2.5 m high) along its outer perimeter. In order to gain an understanding of the subsurface conditions throughout the proposed development area, a geotechnical investigation involving boreholes is recommended. An understanding of the subsurface conditions will allow the proposed shoreline enhancements to be designed such that they are stable and that their settlement is tolerable. There is evidence of some soft sediment along the harbour bottom throughout portions of the proposed development area. Construction over such soils can lead to undesirable deformations if not accounted for in the design. Gaining an understanding of the thickness and extent of this material will be important in finalizing the design. Details on the geotechnical investigation are provided in Appendix A.

2.2 Detailed Design and Tendering

CBCL will update the initial 2015 design plan based on the following considerations:

- ▶ Lessons learned from pilot project, to be discussed with Project Partners. This may include, but not limited to dimensions of marsh and openings for successful establishment of vegetation.
- ▶ Geotechnical recommendations.

This proposal includes a fee for the following two options:

- ▶ **Limited Pilot Extension** – 100 m extension of living shoreline pilot to the north, along the three churches parking lot. It is expected that the design of this option will closely follow that of a living shoreline pilot.
- ▶ **Full Edgewater Street Project** – 640 m shoreline project including extension of living shoreline pilot, and raised waterfront trail along the entire Edgewater Street. For example, the width of the marsh and size of the breakwaters may decrease going up the bay, because less is needed for wave attenuation and unsuitable soils may not allow to extend the fill as far as in the pilot section.

The option to be selected will depend on available funding.

Tendering services will include the following:

- ▶ Prepare drawings and specifications package issued for tender.
- ▶ Get the tender package posted for bidders.
- ▶ Assist Coastal Action as required to respond to inquiries during tendering phase.
- ▶ Prepare construction drawings as required update the tender drawings.

2.3 Engineering Services During Construction

CBCL's scope includes the following:

- ▶ Attend biweekly construction meetings (pre-construction, intermediate stage, final stage) to provide feedback and respond to inquiries regarding the coastal engineering components of the work.
- ▶ Review and approval of contractor shop drawings (incl. but not limited to turbidity curtains, stormwater outfall extensions, geotextile products, erosion control blanket, armour stone).
- ▶ Issue of Supplemental Instructions (Sis) as required.
- ▶ Review and approval of contractor Requests for Information (RFIs), progress reports, invoices.
- ▶ A weekly site visit by CBCL personnel to visually observe construction and provide feedback as required. We assumed 10 visits in total.

It is assumed that a full-time site representative will be provided by Coastal Action and/or the Town, as was done during the pilot project. CBCL can provide a full-time site-inspection services at extra cost.

2.4 Project Management and Meetings

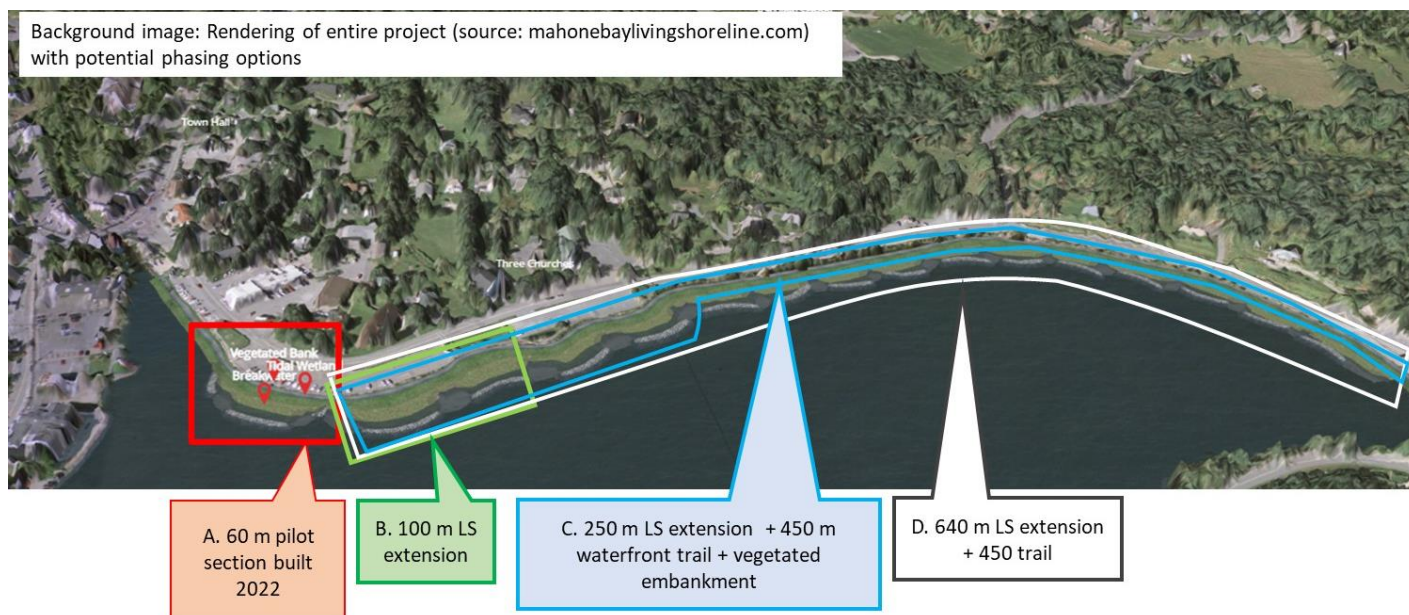
Throughout all project phases listed above, the CBCL project manager designated in this proposal is responsible for:

- ▶ Coordinating CBCL services with Coastal Action.
- ▶ Keeping Coastal Action informed of the progress of the project through a review process and meetings.
- ▶ Providing Coastal Action with a monthly progress report consisting of the schedule achieved at the time of the report overlaid on the schedule included in this proposal. If the proposed schedule has not been met, the report will include a brief explanation of the delay.
- ▶ Meeting and providing information related to coastal processes and coastal design aspects to Coastal Action for inputs to permitting and stakeholder consultation.
- ▶ Attending review meetings, assumed to be through video link.

3. Budget for Engineering Services

CBCL is prepared to undertake this project for the following lump sum budget, including all fees and expenses, and excluding HST. CBCL's standard terms and conditions are attached to this proposal.

	Option B – 100 m Extension of Living Shoreline Pilot	Options C or D – Full Project along Edgewater Street
1. Geotechnical Investigation		
1.a. Base Estimate	\$49,000	\$98,000
1.b. 20% Downtime Contingency	\$10,000	\$20,000
2. Detailed Design and Tendering	\$44,000	\$71,000
3. Engineering Services during Construction	\$15,000	\$29,000
Totals, not including HST		
Base Estimate	\$108,000	\$198,000
Base estimate + 20% Geotech downtime contingency	\$118,000	\$218,000



4. Exclusions

The scope is limited to the tasks listed above and excludes the following services:

- ▶ Overall project management and liaison with funding agencies, project partners and Town.
- ▶ Oceanographic Field measurements.
- ▶ Land surveying.
- ▶ Environmental surveys.
- ▶ Permitting.
- ▶ Design and specifications for plantings.
- ▶ Construction contract administration and site inspection other than targeted sites related to coastal structures, as done during pilot project.
- ▶ Full-time site inspection.

5. Project Team

The work will be completed by CBCL's experienced Coastal Engineering Team, who have delivered the engineering services to Coastal Action on the Pilot Project. Detailed CVs and client references are available upon request. The project Team will be supported by CBCL's dedicated drafting and project services Team

Table 5.1: Key Project Team Members and Roles

Team Member	Project Role
Vincent Leys, MSc., P.Eng., PMP – Senior Coastal Engineer	Project Manager Coastal Engineering Lead
Sarah van den Heuvel, Engineer-In-Training	Project Coordinator Site Visits
Chris Carr, P.Eng., Geotechnical Engineer	Geotechnical Lead
Archie Thibault, Estimating Coordinator	Quantity and Cost Estimates
Adam Strachan, Group Lead Project Services	Specifications, Tendering, Services during construction
Aaron Baillie, P.Eng, Manager Municipal Engineering	Senior Advisor, Municipal Engineering

6. Anticipated Project Schedule

At the onset of the project, timelines will be addressed and milestone dates will be established. The anticipated project schedule, based on information available at proposal stage, is as follows:

▶ 2022 Q4	Secure funding (Coastal Action).
▶ 2023 Q1,2,3	Geotechnical study (CBCL), final design (CBCL), permitting (Coastal Action).
▶ 2023 Q4	Tendering (CBCL) and contract award.
▶ 2024 Q1-2	Construction.
▶ 2024 Q3	Planting.

7. Conclusion

Thank you for the opportunity to propose our services to assist Coastal Action with engineering services for the Mahone Bay Living Shoreline Extension.

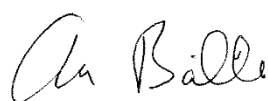
Please contact the undersigned if you have any questions or require additional information. If we misinterpreted the project scope of work in any way, please advise so that we may make any necessary adjustments to our proposal. If you agree with CBCL's proposal and the attached standard terms and conditions, please provide written authorization via email. We look forward to hearing back from you.

Yours very truly,

CBCL Limited



Prepared by:
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Reviewed by:
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Manager Municipal Engineering
Direct: 902-492-6750
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Appendices A Geotechnical Investigation
 B CBCL Limited Standard Terms and Conditions

Proposal No: 228481.23

APPENDIX A

Geotechnical Investigation

Proposed Scope of Work – Geotechnical Investigation

Depending on the length of project desired, we present the following proposal which contemplates between 3 and 14 boreholes within the 100m to 640m length of shoreline to assess the subsurface conditions. We will supervise the drilling operations and prepare a geotechnical report that outlines our findings and provides recommendations. The following outlines our proposed methodology for the investigation:

- ▶ A drilling subcontractor will be engaged to mobilize a drill rig and barge to the site.
- ▶ We will review background information, surficial geology mapping, and bedrock mapping.
- ▶ We will also review aerial photographs and other technical reports from the area if available.
- ▶ We will conduct a health and safety work plan for the project.
- ▶ We will conduct geotechnical boreholes to assess the subsurface conditions. Boreholes will be advanced to a maximum depth of 5 m unless a competent stratum or practical refusal is encountered first. The location of the boreholes will be discussed with you prior to the investigation.
- ▶ A geotechnical engineer/technician will be on site fulltime throughout the work to log the soil and rock conditions that are encountered.
- ▶ Geotechnical samples will be transported to our laboratory facilities for further testing and in accordance with project requirements.
- ▶ Within the boreholes, Standard Penetration Testing (SPTs) will be conducted. If appropriate, thin-walled Shelby tube samples may also be collected to allow advance laboratory testing.
- ▶ The field investigation will be conducted in general accordance with ASTM standards and good geotechnical engineering practice.
- ▶ The boreholes will be located in the field using a GPS unit.
- ▶ Prior to leaving the site, the field personnel will review the information with the project manager to determine if the program is sufficient. If additional investigation is required, we will contact you immediately.
- ▶ We will prepare a report which will include:
 - ▶ Regional surface and bedrock geology.
 - ▶ Information on existing conditions.
 - ▶ Field observations.
 - ▶ Description of the investigation program including borehole logs and borehole location plan.
 - ▶ Detailed soil and/or bedrock conditions and profile.
 - ▶ Laboratory and field test results.
 - ▶ Geotechnical recommendations for the proposed construction.

Cost Estimate – Geotechnical Investigations

Depending on the length of shoreline that we will acquire data for, we anticipate that the field work will require between 2 and 8 days to complete (plus mob/demob time). The estimated range of cost to complete a geotechnical investigation is between \$49,000 and \$98,000, plus HST. A large portion of the cost is associated with mobilization, set-up, and demobilization, so there is a cost advantage to completing all of the work at one time, rather than splitting it up into smaller pieces. A breakdown of the costs is provided below in Table A.

Description	Estimate (100m Length of Shoreline)	Estimate (650m Length of Shoreline)
Mob/Demob incl. Barge and Crane*	\$22,300	\$22,300
Drill Rig and Barge	\$13,900	\$44,900
Field Supervision	\$5,500	\$15,900
Laboratory Testing	\$1,000	\$2,500
PM and Report	\$6,500	\$12,500
Total Estimate	\$49,200	\$98,100

*Cost assumes that public wharf can be utilized for staging area.

The above noted costs are based on the following assumptions:

- ▶ Ice will not present within the investigation area.
- ▶ Standby time will not be incurred.

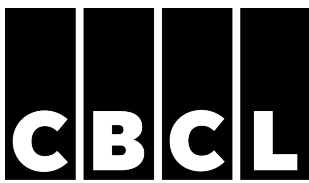
With marine drilling, down time is a possibility. In the event of unsuitable weather or situations out of our control, down time will be charged at a standby rate of \$400 (plus tax) per hour to a maximum of \$4,000 for a 10 hour day will be charged in addition to the estimated budget stated above. **We recommend including a contingency of 20% for downtime.**

Schedule – Geotechnical Investigations

Provided the area is clear of ice and there is a wharf available for deployment of equipment, work can be initiated upon completion of underground locates (by others, if required) and crane/drill rig availability. Once the equipment mobilized, it is expected that the investigation would take approximately 2 to 8 days to complete. The final report will be submitted within 3 to 4 weeks after completion of the field program.

APPENDIX B

CBCL Limited Standard Terms and Conditions



SCHEDULE "A"
CBCL Limited ("CBCL") and Client
STANDARD TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT.** The attached proposal together with this Schedule "A" constitutes the entire agreement between Client and CBCL (this "Agreement"). This Agreement supersedes all prior communications, undertakings and agreements, written or oral made between the parties. Amendments to this Agreement must be in writing, signed by both Client and CBCL.
2. **SCOPE OF WORK.** Upon receipt of notice from Client of a requested change in the scope of the work hereunder, CBCL will promptly notify Client of any estimated impact on the schedule, price or terms of this Agreement resulting from such a change. The parties agree to expeditiously negotiate any such changes to this Agreement and to promptly execute any such agreed upon amendments to this Agreement. Client acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and in no event shall CBCL be bound by any terms or conditions on such purchase order or form regardless of reference to or signature on behalf of CBCL. Client shall endeavor to reference this Agreement on any purchase order (or any other form), but Client's failure to do so shall not operate to modify this Agreement.
3. **SITE INFORMATION AND ACCESS.** Client shall make available to CBCL all relevant information, data and documents under his control regarding past, present and proposed conditions of the work site. The information shall include, but not be limited to, plot plans, topographic survey, hydrologic data and soil and geologic data including borings, field or laboratory tests and written reports. Client shall immediately transmit to CBCL any new or revised information, data or documents that become available. Client shall make all necessary arrangements to ensure ready and uninterrupted work site access for CBCL, its personnel and equipment throughout performance of this Agreement, at no cost to CBCL. Client acknowledges that subsurface conditions may vary from those encountered at the location where borings, surveys or other explorations are made by CBCL and that the data, interpretations and recommendations of CBCL are based solely on such borings, surveys and explorations and on the information provided to it by the Client. CBCL will not be responsible for the interpretation by others of the results of CBCL's borings, surveys or explorations. Similarly, CBCL will not be responsible for the accuracy of Client provided information of any kind nor for the consequences of incorporating such information in the work.
4. **FEES, DISBURSEMENTS AND EXPENSES.** Unless otherwise stated or agreed to in writing by CBCL and the Client, terms of payment for professional services, invoiced expenses, and office disbursements shall be as presented on each invoice submitted by CBCL to the Client. Fees shall be charged at the hourly rates or for the stipulated price specified in the proposal. Fees shall be net of invoiced expenses and office disbursements. Sub-consulting fees shall be subject to a 10% mark-up. Expenses such as hotel, travel, meals and the like shall be charged at cost. Office disbursements such as printing, communication, delivery, internal lab and the like shall be billed at 6% of fees charged.
5. **PERMITS AND UTILITIES.** Client shall obtain all required approvals, permits, licenses and access rights from municipal and other governmental authorities and utilities having jurisdiction over or easements on the work site. The Client shall advise CBCL of the location of all underground utilities and structures at the work site.
6. **TERMS OF PAYMENT.** Unless otherwise stated in the Letter Agreement, invoices will be submitted by CBCL on a period by period basis where a period constitute four (4) weeks (28 days) or, at the option of CBCL upon completion of the services, and will be due and payable on the invoice date. Invoices will be considered past due if not paid within thirty (30) days thereafter (the "overdue date"). Invoices not paid on or before the overdue date shall bear interest at the rate of one and one-half percent (1.5%) per month computed from the overdue date. In addition, any collection fees, legal fees, court costs and other related expenses incurred by CBCL in respect of the collection of delinquent invoice amounts shall be paid by Client.
7. **OWNERSHIP RIGHTS.** All reports, drawings, plans, models, designs, surveys, photographs, specifications, computer files, field data, notes and other documents and instruments produced by CBCL shall be and remain the sole property of CBCL. CBCL shall retain all common law, statutory and other reserved rights therein, including copyright.
8. **LEGAL FEES.** In the event either party makes a claim or commences legal proceedings against the other for any act arising out of the performance or interpretation of this Agreement, including the payment of professional fees, the unsuccessful party shall pay to the prevailing party all reasonable costs incurred by the prevailing party in prosecuting or defending such claim or action, including staff time, court costs, solicitors' fees and other related expenses. In the event of a non-adjudicative settlement of a claim or legal proceedings between the parties or resolution by arbitration, the term "prevailing party" shall be determined by that process.
9. **STANDARD OF CARE.** In the performance of professional services, CBCL will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same or similar localities. CBCL makes no warranties, either expressed or implied, as to its professional services rendered under this Agreement. CBCL will perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the parties.

10. **INSURANCE.** CBCL will maintain professional liability insurance, comprehensive general liability insurance and automotive insurance throughout the term of this Agreement, with the exception of automotive insurance, for a period of at least one year thereafter.
11. **OPINION OF PROBABLE COST.** CBCL shall, where required, prepare an opinion of probable construction cost. This opinion of probable costs is presented on the basis of experience, qualifications, and best judgment. It has been prepared in accordance with acceptable principles and practices. Market trends, non-competitive bidding situations, unforeseen labour and material adjustments and the like are beyond the control of CBCL Limited and as such we cannot warranty or guarantee that actual costs will not vary from the opinion provided.
12. **ENVIRONMENTAL LIABILITY.** Because Client owns and operates the site where work is being performed, Client has and shall retain all responsibility and liability associated with the environmental conditions at the site and shall be solely responsible for the handling and disposal of any bore samples, asbestos, or other toxic or hazardous materials, substances or products (collectively "Hazardous Waste") located on the worksite or generated on the site as a result of CBCL's performance hereunder. Client agrees to indemnify and save harmless CBCL from any claims, damages or liability whatsoever, arising out of the detection, presence, handling, removal or disposal of Hazardous Waste on or about the worksite.
13. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CBCL, its officers, directors and employees or any of them to Client, for any and all claims, losses, costs, demands, damages, including solicitors' fees, expert witness fees and costs of any kind arising under or related to this Agreement or any services provided hereunder, whether based in contract or tort, shall not exceed the total compensation actually paid to CBCL under this Agreement, or the total amount of \$50,000, whichever is less. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the services rendered under this Agreement. CBCL's liability shall be absolutely limited to direct damages arising out of the services provided under this Agreement and CBCL shall not be liable in any way for any consequential or indirect loss, injury or damages of any kind incurred by Client, including but not limited to loss of profits, loss of income or loss of use of property. CBCL shall not be liable for any damages or costs arising out of the failure of any manufactured product or any manufactured or factory assembled system of components to perform in accordance with manufacturer's specifications or product literature or otherwise.
14. **DISPUTES.** Any dispute arising hereunder shall be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: (1) by negotiation between the technical and contractual personnel for each party, (2) by negotiation between executive management of each party, (3) by submission to mediation, (4) by arbitration if both parties agree or (5) litigation in the courts of the Province whose laws govern this Agreement, pursuant to Paragraph 21 hereof.
15. **DELAYS.** Client agrees that CBCL shall not be liable for any damages arising, directly or indirectly, from any delays due to causes beyond CBCL or the Client's reasonable control.
16. **COVID-19.** Client agrees that CBCL shall not be liable for any damages arising, directly or indirectly, from any delays related to the existence or impact of COVID-19 or any variant thereof. If any such delay arises, Client and CBCL will work together to devise and implement work around plans as may be reasonably necessary in the circumstances, which may involve mutually agreed upon adjustments to schedule, scope and compensation.
17. **JOBSITE SAFETY.** Client agrees that the responsibility for site safety and construction means and methods remains with the contractor, not the design professional.
18. **TERMINATION.** CBCL may terminate this Agreement upon at least seven (7) calendar days' notice to Client, in the event that (a) Client fails to perform any of its obligations hereunder, including payment of fees for service, in a timely manner, or (b) the parties fail to promptly reach agreement on the compensation and schedule adjustments necessitated by requested changes to the scope of the work hereunder. In the event of such termination by CBCL, Client shall pay to CBCL, in addition to payment for services rendered hereunder to the time of termination and reimbursable costs, all reasonable expenses of CBCL in connection with the orderly and safe termination of its services.
19. **INCONSISTENCY.** In the event that there is any inconsistency or contradiction between any of the provisions of the Proposal and the provisions of this Schedule "A", then in such case, the provisions of the Proposal shall prevail.
20. **ASSIGNMENT.** Neither Client nor CBCL shall assign its interest in this Agreement without the prior written consent of the other except that CBCL may assign its interest in this Agreement to a related or affiliated company of CBCL without the consent of Client.
21. **GOVERNING LAWS.** This Agreement shall be governed by the laws of, and any legal proceedings arising out of this Agreement shall be brought in a court of competent jurisdiction in, the Province in which the work site is located, if applicable, and otherwise, then by the laws of the Province of Nova Scotia.

September 20, 2022

Jordan Veinot (she/her)
Climate Change Team Lead
Office: 587-990-4934
Mobile: 902-403-0332
coastalaction.org

Dear Ms. Veinot:

RE: Opinion of Probable Costs for Mahone Bay Living Shoreline Project Extension

CBCL is pleased to present the following opinion of probable costs related to the expansion of the Living Shoreline Protection of the Mahone Bay waterfront. Preliminary costing information is presented for the four following scenarios which are intended as a guide towards possible project phasing tailored towards available funding:

- 1 60 m Living shoreline (built 2022, and used as benchmark to develop estimates for alternate scenarios B, C, D).
- 2 100 m LS extension.
- 3 250 m LS extension + 450 m waterfront trail and vegetated embankment.
- 4 640 m LS extension including 450 m waterfront trail and vegetated embankment.

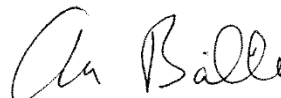
Please contact the undersigned if you have any questions or require additional information. CBCL looks forward to assisting with the next phases of the project.

Yours very truly,

CBCL Limited



Prepared by:
Vincent Leys, M.Sc., P.Eng., PMP
Senior Coastal Engineer
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E-Mail: vincentl@cbcl.ca



Reviewed by:
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Manager Municipal Engineering
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E-Mail: aaronb@cbcl.ca

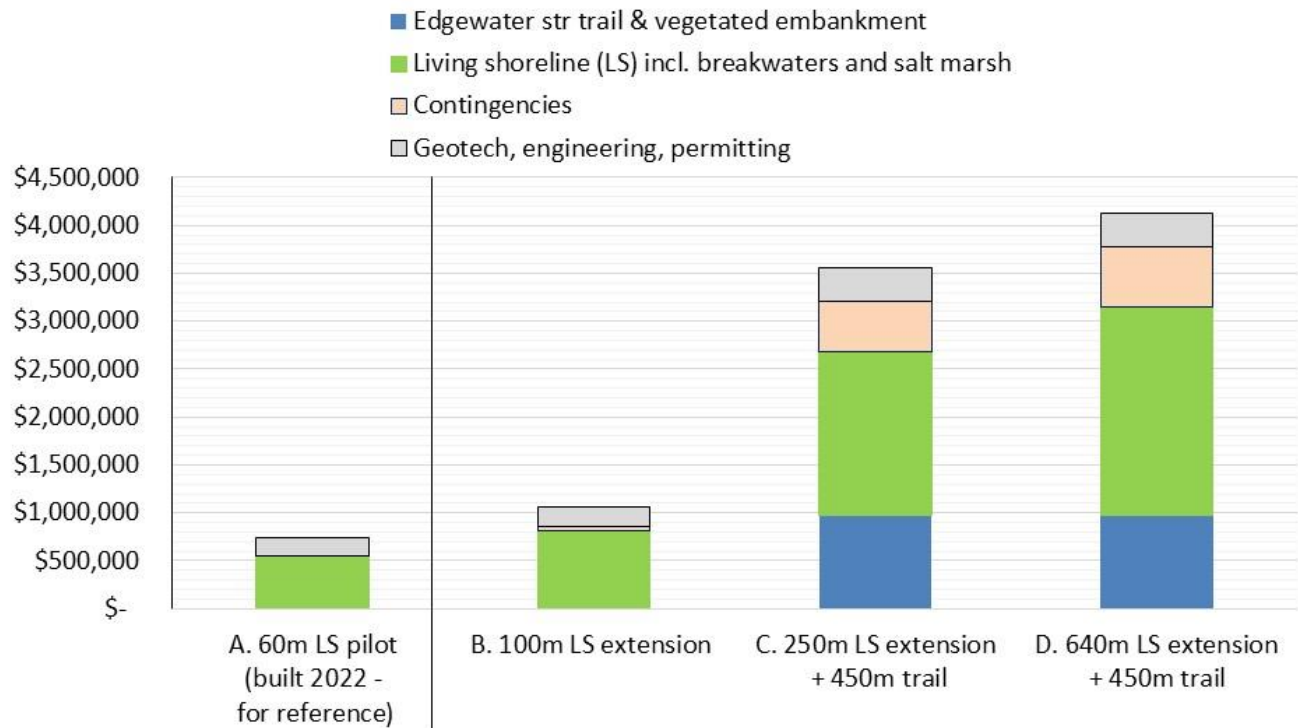
Attachment: A Class B – Opinion of Probable Construction Costs

Proposal No: 228481.23

APPENDIX A

Class B – Opinion of Probable Construction Costs

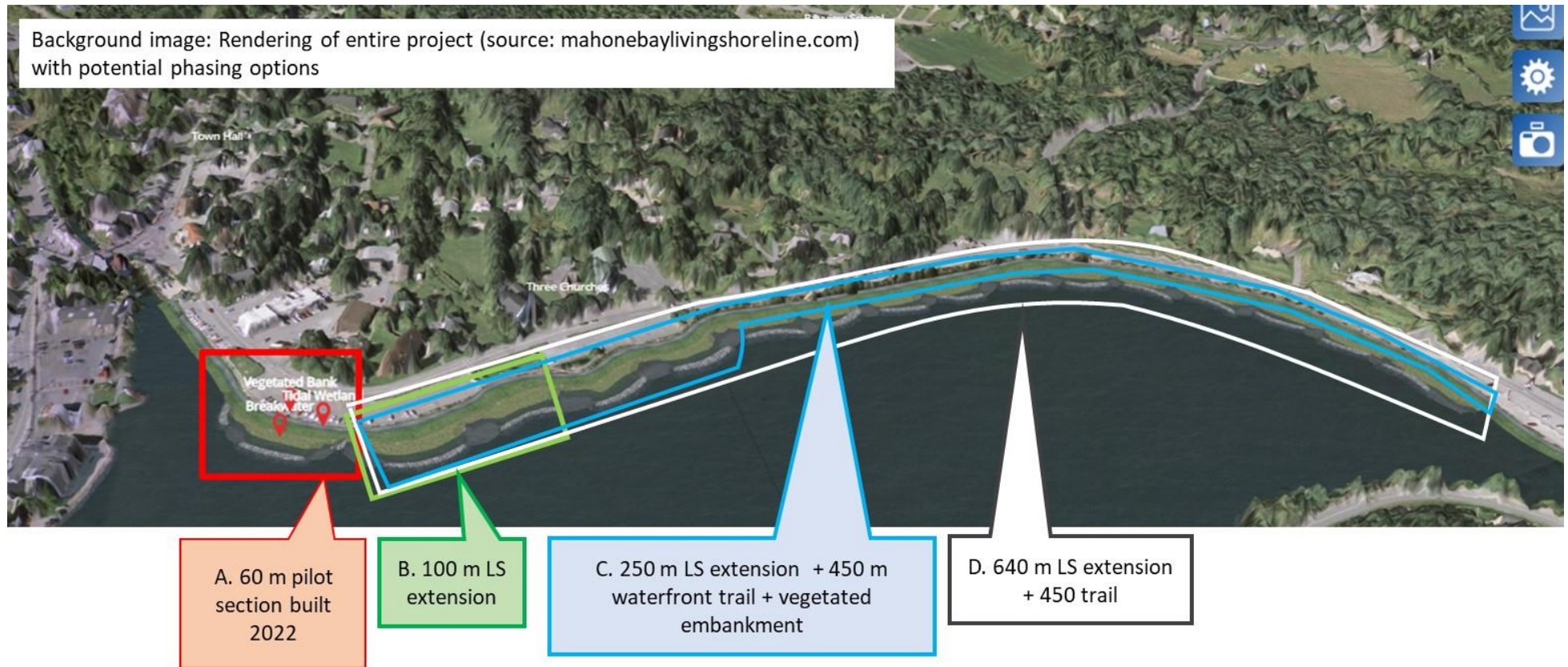
Class B - Opinion of Probable Construction Costs - 2022 Dollars Without HST



Notes:

- ▶ THIS OPINION OF PROBABLE COSTS IS PRESENTED ON THE BASIS OF EXPERIENCE, QUALIFICATIONS AND BEST JUDGEMENT. IT HAS BEEN PREPARED IN ACCORDANCE WITH ACCEPTABLE PRINCIPLES AND PRACTICES. MARKET TRENDS, NON-COMPETITIVE BIDDING SITUATIONS, UNFORSEEN LABOUR AND MATERIAL ADJUSTMENTS AND THE LIKE ARE BEYOND THE CONTROL OF CBCL LIMITED AND AS SUCH WE CANNOT WARRANT OR GUARANTEE THAT ACTUAL COSTS WILL NOT VARY FROM THE OPINION PROVIDED.
- ▶ A Design Development Contingency is to allow so that necessary design changes can be made as the design is developed.
- ▶ A Construction Contingency is to allow for cost of additional work over and above the Original Contract Award Amount.
- ▶ Construction price escalation/Inflation to future years is NOT INCLUDED.
- ▶ A Class "B" Budget is based on preliminary design drawings and outline specifications or performance criteria, which includes design of all major systems and subsystems. The result of all site/installation investigations have been incorporated. This budget should provide for the establishment of realistic prediction of cost and be sufficient to obtain effective project approval. Design development is typically in the order of 65% complete.

Schematic Scenarios Used as Basis for Opinion of Probable Construction Cost





Town of Mahone Bay

Staff Report

RE: Regional South Shore Sustainability Summit
September 23rd, 2022

General Overview:

This staff report is intended to present Council with a proposal for a Federation of Canadian Municipalities (FCM) Regional Climate Program in Lunenburg County.

Background:

Over the past several years the Mahone Bay Town Council has established climate mitigation and adaptation as central priorities for the Town:

- Council declared a climate emergency Feb 12th, 2019;
- An inventory of community GHG emissions was completed in 2020, in accordance with Council's commitment to join the FCM's Partners for Climate Protection initiative;
- Council approved a Community GHG Reduction Plan in March of 2021;
- The Town has acted to implement Council's Plan with projects such as the public EV chargers, HOME Program, and Community Solar Garden.

Council's strategic plan includes an action to "support regional initiatives that contribute to reductions in greenhouse gas emissions".

Analysis:

Staff have recently become aware of a new FCM "Regional Climate Program" being proposed by Atlantic Infrastructure Management (AIM) Network for our area. This program is not dissimilar from prior AIM Cohort programs in which the Town has participated, only with a focus on climate and on coordinating a regional summit with participation from municipalities. The Program would culminate in a proposed South Shore Sustainability Summit in 2023. All municipalities in Lunenburg County are being approached to participate in the proposed program and to serve as "anchor municipalities" for the first of what may become annual regional summits.

Proposal for an FCM Regional Climate Program on the South Shore

Attendees will gain an understanding of:

- What climate emergency preparedness activities are being undertaken in neighbouring municipalities.

- o Many small municipalities would benefit from having templates and roadmaps laid out from municipal units that have already undergone an evaluation of GHG emissions, created a community climate action plan, or any number of other activities that require time and capacity. Rather than municipalities expending resources on a siloed blank page, resources could instead be put toward building climate solutions on the regional level. With the use of open-source toolkits, resources can be better directed toward local adaptation and mitigation measures.
- How to better communicate with neighbouring municipal units on climate issues and climate disaster preparedness.
- Create allyship in connecting with regional municipal partners in the face of the climate emergency.

Primary outcomes:

- Regional Climate Emergency Summit

Secondary outcomes:

- shared open-source best-practice toolkits, including a how-to guide for hosting a Regional Climate Emergency Summit
 - o a transferable project that can be offered from region to region
 - visiting municipal reps who attend the Summit will receive access to any materials used in the creation of the Summit
 - online resource library, including Local Community Climate Action Plan development tools
 - o a collection of resources that are developed in the execution of the summit
 - a one-stop shop for municipal climate materials
 - participant municipalities can evaluate their own municipal frameworks in the face of the climate emergency
 - participant municipalities will gain appreciation for evidence-based decision making
 - o they will have confidence in knowing decisions being made are grounded in local realities
 - Political reps will have a stronger mandate when voting on climate policy.
 - o communication with the community will help give political reps a facts-based understanding of climate change and its local ramifications.

To participate, the Council would need to appoint participants in the program workshops and climate summit facilitated by AIM Network. Staff suggest participants be selected from the Council and staff members serving on the Asset Management and Climate and Environment committees. There would be additional opportunities for participation by public members of these committees in the summit.

Financial Analysis:

A draft contribution letter prepared by AIM Network according to their standard format for FCM programs is attached. Per this contribution letter the Town of Mahone Bay would be expected to contribute \$1,900 to leverage FCM funding to deliver the program and sustainability summit.

The annual budget for fiscal 2022-23 approved by Council July 28th included \$3,000 for Climate & Environment Initiatives which could accommodate this \$1,900 cost to participate.

Climate Analysis:

The goals of the program and proposed sustainability summit align with the Town's Community GHG Reduction Plan and Council's strategic plan and would participation would support the implementation of these key plans.

Strategic Plan:**3.1 Reduce Community Greenhouse Gas Emissions**

- Support regional initiatives that contribute to reductions in greenhouse gas emissions.

Recommendation:

It is recommended,

THAT Council approve the signing of the Letter of Commitment with the AIM Network for participation in the proposed FCM Regional Climate Program and organization of a South Shore Sustainability Summit in 2023.

Attached for Council Review:

- Draft Letter of Commitment

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Dylan Heide', with a long horizontal flourish extending to the right.

Dylan Heide
Town of Mahone Bay CAO

Letter of support and commitment for

Regional Climate Program Participation

The Federation of Canadian Municipalities' Municipal Asset Management Program (MAMP) has partnered with ***Atlantic Infrastructure Management Network (AIM Network)*** to offer asset management technical assistance to Canadian municipalities. Through this partnership, ***AIM Network*** will offer an asset management training program to municipal staff over the period of 2022-2023.

The participants will work on a specific asset management competency or set of competencies as defined in the MAMP's Asset Management Readiness Scale. Progress will be measured at the beginning and end of the training program using the Readiness Scale.

The Town of Mahone Bay has agreed to support [List Name of the participant(s) from your organization] in the completion of this asset management training program sponsored by MAMP. This letter is intended to lay out the commitment by the ***Town of Mahone Bay*** and the participants as outlined below, to successfully complete the training program.

The following commitments are essential to the completion of this asset management training program:

1. Commitment to complete all training program activities.
2. Commitment to complete all corresponding assignments within the training program time frames. A copy of the assignments will be sent to AIM Network for submission to FCM to attest to the completion of the course.
3. Acknowledgment that collaboration can occur within an entity.
4. Commitment to completing an initial assessment of the ***Town of Mahone Bay*** using the Readiness Scale.
5. Commitment to complete a final evaluation of the training program and a final assessment of the ***Town of Mahone Bay*** using the Readiness Scale.
6. Commitment to finding a suitable replacement in order to ensure training program completion in case of the withdrawal of a participant (withdrawal needs to be discussed with the ***AIM Network*** as certain conditions may apply).
7. Payment of the participant fees of **\$1900 + HST** to AIM Network as invoiced.

Name and title of authorized officer of organization

Signature

Date

Name and title of Participant 1

Signature of Participant 1

Date

Name and title of Participant 2 (if applicable)

Signature of Participant 2

Date

Name and title of Participant 3 (if applicable)

Signature of Participant 3

Date

Name and title of Participant 4 (if applicable)

Signature of Participant 4

Date