

COUNCIL MEETING MINUTES

TUESDAY, APRIL 28, 2020 AT 2:00 P.M. – 4:00 P.M.

VIA AUDIO/VIDEO CONFERENCE

PRESENT: Mayor Rachel Bailey
Deputy Mayor John McGee
Councillor Joseph Carnevale (2:14 p.m. – joined the meeting)
Councillor Danny Croft
Councillor Ronnie Bachman
Councillor Peter Mosher
Councillor Matt Risser

ALSO PRESENT: Patrick Burke, Q.C., Town Solicitor
Lisa Dagley, CPA, CGA, Finance Director
Arthur MacDonald, Heritage Manager
Heather McCallum, Assistant Municipal Clerk
Kathleen Rafuse, Accountant
Bea Renton, Chief Administrative Officer
Ian Tillard, P.Eng. Town Engineer Consultant

Mayor's welcome and request for observance of a moment of silence in memory of the Nova Scotians killed on April 18 and 19, 2020

The Mayor called the meeting to order at 2:05 p.m. She asked Council to observe a moment of silence in recognition of all those who lost their lives in the mass shooting in Nova Scotia on April 18 and 19, 2020. She further advised that today is the National Day of Mourning for Workers Injured or Killed on the Job, which was observed during a noon time virtual ceremony today.

1. Agenda (priority items **bolded**)

Motion: moved by Councillor Mosher, seconded by Councillor Risser to approve the agenda. Motion carried.

2. April 14, 2020 Council meeting minutes

Motion: moved by Councillor Bachman, seconded by Deputy Mayor McGee to approve the April 14, 2020 minutes as circulated. Motion carried.

3. Public Hearings and Presentations

Nil.

4. Correspondence

Nil.

5. Committee Meeting Minutes and Recommendations

- a. Draft Lunenburg County Regional Emergency Management Organization Committee (REMO) meeting m March 16, 2020

The minutes were received for information only.

- b. General Government Committee April 16, 2020 (3 x recommendations/notices of motion - Council and Committee Meetings Proceedings Policy notice of motion, revised Work on Private Property Policy/Councillor Bachman notice of motion and revised Parking Meter Bylaw notice of motion) – Deputy Mayor

The three recommendations from this Committee meeting were considered as follows.

Councillor Risser gave notice of motion of the proposed adoption of a Council and Committee Meetings Proceedings Policy (Schedule “A”) for further consideration at the May 12, 2020 Council meeting.

Councillor Bachman gave notice of motion of the proposed revised Work on Private Property Policy (Schedule “B”) for further consideration at the May 12, 2020 Council meeting.

Deputy Mayor McGee gave notice of motion of the proposed upcoming first reading of a revised Parking Meter Bylaw (Schedule “C”) for further consideration at the May 12, 2020 Council meeting.

- c. Heritage Advisory Committee April 20, 2020 (3 x recommendations - meeting with Lunenburg Heritage Society Board to discuss draft Heritage Conservation District Plan and Bylaw, Heritage Recognition Award nominations and refusal to amend 112-118 Lincoln Street Heritage Permit – Councillor Mosher)

2:14 p.m. – Councillor Carnevale joined the meeting noting he encountered technical issues connecting to the virtual meeting.

Motion: moved by Councillor Mosher, seconded by Councillor Carnevale that Council approves the Heritage Advisory Committee (HAC) inviting the Lunenburg Heritage Society Board for a discussion on the proposed Heritage Conservation District Plan and By-law and to receive their comments at a future meeting of the HAC prior to Council holding a Public Hearing. As the Draft Heritage Conservation District (HCD) Plan and By-law is currently on hold due to the pending Comprehensive Community Plan (CCP), it is recommended that the invitation to the Lunenburg Heritage Society wait until the HCD Plan and By-law is reviewed in light of the provisions of the CCP, Municipal Planning Strategy and Land Use By-law. Motion carried. Councillor Risser voted in the negative.

Motion: moved by Councillor Mosher, seconded by Councillor Croft that Town Council approve the following nominations for the Town’s 2020 Heritage Recognition Award Ceremony.

Civic Address:	Category:
2 Kempt Street	Successfully blending an addition that contributes positively to the design of the original structure.
196 Lawrence Street	Rehabilitating a building, including successfully integrating modern elements that contribute positively to the design of the original structure.
80 Creighton Street	Successfully blending an addition that contributes positively to the design of the original structure.
194 Montague Street	Successful adaptive reuse of a building that contributes positively to the design of the original structure.
160 Montague Street	Successfully blending an addition that contributes positively to the design of the original structure.
205 Pelham Street	Rehabilitating a building, including successfully integrating modern elements that contribute positively to the design of the original structure.
12 King Street	Successful adaptive reuse of a building that contributes positively to the design of the original structure.

Motion carried.

Motion: moved by Councillor Mosher, seconded by Councillor Bachman to refuse the 112-118 Lincoln Street, Registered Municipal Heritage Property, request to amend their Heritage Permit issued on October 23, 2019 for a heat pump screen as shown (Schedule “D”). Motion carried.

Council agreed to discuss at an upcoming meeting whether they would still like to receive the supporting documents for this Committee meeting and perhaps other matters which can make the agenda package lengthy although bookmarks are provided in the PDF agenda package.

6. Unfinished Business

a. Corporate Services

i. Draft revised Town 2020/21 budget including ~

- **Fire Department pre-approved Capital budget request**
- **Coastal Action Foundation Tannery Road greenspace plan development budget estimate \$1200 and potential Provincial Beautification Funding Application for this project, Bluenose Drive pump station/Harbour and Brook Street stormwater garden plantings**
- **Proposed written public budget submissions from April 29 to May 10 (advertised via social media), responses at the May 12 Council meeting**

- ***Proposed May 26 Council meeting budget approval***

The Finance Director summarized the proposed budget revisions contained in the updated budget document (Schedule "E").

Council requested a report from Public Works as to how they accomplish street and sidewalk repairs this year? The Town Engineer advised that he will be asking staff to update the annual priority list of repairs for these infrastructure items that the Department will attend to this year which will be reported to Town Council.

1:55 p.m. – 2:10 p.m. – meeting recess.

The Finance Director resumed the draft budget presentation answering Council questions on various points of clarification.

Motion: moved by Councillor Croft, seconded by Councillor Risser to pre-approve the purchase of a Fire Department commercial washer as set out in the draft budget (Schedule "E"). Motion carried.

Motion: moved by Councillor Mosher, seconded by Councillor Risser that we source matching Provincial funding for the landscaping of entrance ways to the community including the Tannery Road seawall with Town budget pre-approval for Coastal Action Foundation to first prepare a landscaping plan and Brook Street/Victoria Road green space as a first order of priority as set out in the preliminary documents (Schedule "F"). Motion carried.

Council agreed to advertise upcoming budget sessions as noted above with the following modification.

Motion: moved by Councillor Risser, seconded by Councillor Bachman that we receive public submissions until May 22 with Town responses provided at the May 26 meeting at which time the budget may be potentially approved. Motion carried.

- ii. Municipal Election 2020 – Returning Officer draft resolution regarding proposed election Tariff of Fees and Expenses

Motion: moved by Deputy Mayor McGee, seconded by Councillor Risser that:

WHEREAS Municipal and French School Board Elections will be held on October 17, 2020.

AND WHEREAS pursuant to Section 139(1) of the Municipal Elections Act, Council shall make a tariff of fees and expenses to be paid to any person for his services and expenses under this Act.

AND WHEREAS DRO's, Poll Clerks and other staff will be engage to assist in the administration of the election, including Advance Polls.

BE IT RESOLVED THAT the following shall be the pay scale for the positions outlined therein for the elections in 2020:

DRO Advance Poll (including training time)	\$315.00
Poll Clerk Advance Poll (including training time)	\$290.00
Regular Polls (including training) DRO	\$220.00
Regular Polls (including training) Poll Clerk	\$205.00
Stand-by Service as a substitute (present at poll as second Greeter)	\$220.00
Greeter/Facilitator on Election Day	\$205.00

Motion carried.

iii. **Draft revised Policy #66 Interim and Final Tax Billings - Deputy Mayor notice of motion of proposed adoption of amendments at May 12 Council meeting**

Deputy Mayor McGee gave notice of motion of the proposed adoption of amendments to the Interim and Final Tax Billings Policy (Schedule “G”) at the May 12, 2020 Council meeting.

iv. **Draft revised Policy #71 Low Income Property Tax Relief – Councillor Mosher notice of motion of proposed adoption of amendments at the May 12 Council meeting**

Councillor Mosher gave notice of motion of the proposed adoption of amendments to the Low Income Property Tax Relief Policy (Schedule “H”) at the May 12, 2020 Council meeting.

The following agenda items were deferred to the May 5 Council meeting due to time constraints.

- v. Proposed Provincial amendments to the NS Building Code Regulations regarding public accessible washrooms in restaurants – additional staff report regarding Lunenburg impact
- vi. LDFD expense claim Policies amendments to allow variances from pre-set kilometers limits – Councillor Mosher notice of motion

b. Public Works Department

- i. Tannery Road sidewalk project – deferred from April 14 Council and consideration of an optional design/build request for proposals alternative
- ii. March 2020 Water and Wastewater Test Results - staff report

c. Recreation Department

- i. “Share the Road” signage – staff report

7. New Business

8. **Consideration of Council in camera meeting recommendations**

- **Nevermore Press lease renewal at the Lunenburg Academy**

Motion: moved by Councillor Mosher, seconded by Councillor Risser that:

WHEREAS:

1. The Town of Lunenburg is the owner of the Lunenburg Academy at 97 Kaulbach Street in Lunenburg.
2. Pursuant to Section 50 (5) of the Municipal Government Act SMS 1998, C.18 as amended, the Municipality may lease a property owned by the Municipality at market value.
3. Nevermore Press Ltd., a Body Corporate has an existing lease of rooms 201a and 201e at the Lunenburg Academy and it is proposed that Nevermore Press Ltd. be granted a new lease on the terms of the lease attached hereto as attachment NPL.

BE IT THEREFORE RESOLVED THAT:

- A. The rental contained in the draft lease attached hereto as attachment NPL2 is considered by council to be fair market value.
- B. The Town shall enter into the lease attached hereto as attachment NPL2 on the basis that the indemnity agreement referred to as Schedule "D" therein is executed by Ernest Hadley, and the Mayor and Manager/Clerk are authorized to execute the lease and affix the Municipal Seal thereto (Schedule "I"). Motion carried.

- **Lunenburg Farmers Market interim rental request**

Motion: moved by Councillor Bachman, seconded by Councillor Croft to deny the request of Lunenburg Farmers Market to re-open Town facilities at this time subject to review at a later date when more information is available to reassess the COVID-19 pandemic public health risk. Motion carried. Mayor Bailey and Deputy Mayor McGee voted in the negative.

9. Adjournment

Motion: moved by Councillor Risser, seconded by Councillor Croft to adjourn the meeting. Motion carried.

The meeting was adjourned at 4:06 p.m.

Bea Renton, CAO

TOWN OF LUNENBURG PROCEDURAL POLICY # - COUNCIL AND COMMITTEE MEETINGS AND PROCEEDINGS

PURPOSE

1. The procedural requirements in this Policy are intended to complement and supplement, and not to replace, the requirements contained in applicable municipal legislation, including but not limited to the Municipal Government Act ("MGA") with such amendments as may be made from time to time. This Policy also applies to Town Committee meetings with the relevant changes in wording.

DEFINITIONS

2. In this Policy, unless the context otherwise requires:
 - (1) "**business day**" means a day when the Town Hall office is open for business;
 - (2) "**Chair**" means the presiding officer of the Council or Committee;
 - (3) "**Committee**" means a group of individuals appointed by the Lunenburg Town Council to serve on a body that makes recommendations by majority vote to Council. This includes sub-committees and advisory groups;
 - (4) "**Council**" means the governing Council of the Town of Lunenburg;
 - (5) "**Councillor**" includes the Mayor and all elected Councillors unless the context indicates otherwise;
 - (6) "**Legislation**" includes Policies, Bylaws and other relevant Municipal, Provincial and Federal laws or approved documents recognized by Council.
 - (7) "**Majority**" means more than one half of those present, unless the context indicates otherwise; and
 - (8) "**Motion**" a formal proposal put to a Council or Committee by a mover and seconder decided by majority vote of Council or a Committee.

PROCEDURE

Time, Place, Date and Notice of Meetings

3. Unless otherwise specified pursuant to section 4, regular meetings of Council shall be held:
 - (1) at the Lunenburg Town Hall;

(2) on the second and fourth Tuesday of every month except in the months of July, August and December when there is only one monthly meeting which shall be on the second Tuesday of those months unless notice is otherwise given; and

(3) commencing at 5:15 p.m.

4. Regular meetings of Council may be rescheduled, relocated or cancelled:

(1) by motion or consensus of Council; or

(2) by the Clerk on behalf of the Mayor owing to unforeseen circumstances, provided the Mayor believes that the majority of Councillors would support such a step.

5. **Additional meetings** of Council may be convened in accordance with the MGA:

(1) by resolution or consensus of Council with advance notice being given;

(2) if the Mayor determines there is an emergency necessitating a meeting with such notice as is possible under the circumstances; or

(3) by the Clerk when required to do so by the Mayor or upon written request signed by a majority of Councillors.

6. Specific **notice** to Councillors need not be provided for:

(1) regular Council meetings held pursuant to section 3; or

(2) meetings held pursuant to subsection (1) of section 4 or subsection (1) of section 5 if the date was set at a Council meeting three or more days in advance;

but, subject to any statutory relaxation of notice requirements, two days' notice shall ordinarily be provided for other meetings to Councillors in the manner described in sections 7 and 8.

7. Subject to section 6, notice of meetings shall be provided verbally in person or by telephone or telephone message or by writing or by email to each Councillor. A Councillor may waive any deficiency in the notice provided to him or her for a Council meeting which he or she attends, and shall be deemed to waive any deficiency in notice to him or her for such meetings unless expressly objecting to the adequacy of the notice at such meeting.

8. Within thirty days following the first meeting of Council after a municipal election or by-election, each elected Councillor shall provide to the Clerk:

(1) a telephone number at which the Councillor ordinarily may be reached, with voice messaging capability with adequate capacity at all times to receive messages of one minute in length regarding Council meetings and Town business, and which the Councillor will regularly check for Town messages; and

(2) shall sign any documents required by the Clerk to use an email address on the Town's email system which the Councillor will regularly check.

The Councillor shall be deemed to have received any notice within one business day of it being distributed pursuant to this section.

9. Notice to the public is not required for regular meetings held under section 3, but subject to any statutory relaxation of notice requirements, two days' notice to the public should be provided for other Council meetings, except meetings considered to be urgent or emergencies, by the following options: posting at the Lunenburg Town Hall; social media; internet; print advertisement; signage; or such other means as determined by Council from time to time noting the time, date and place of the meeting.

Conduct of Meetings: General

10. The Mayor shall serve as the Chair of Council meetings. For Committee meetings, the Chair shall be determined in advance by Council when Committee appointments are made. It shall be the duty of the Chair or alternate as set out herein to:

- (1) open the meeting of Council by taking the chair and calling the Councillors to order if a **quorum** is present;
- (2) declare a meeting dissolved if no quorum has been achieved within fifteen minutes of the scheduled meeting time;
- (3) if the Mayor does not attend within fifteen minutes after the time appointed, the **Deputy Mayor** shall call the Councillors to order and if a quorum is present, shall preside over the meeting or until the arrival of the Mayor;
- (4) in case neither the Mayor nor the Deputy Mayor (or Committee Chair as applicable) is in attendance within fifteen minutes of the appointed time, the Clerk shall call the Councillors (or Committee members as applicable) to order if a quorum be present, and the Councillors shall choose a Chair who shall preside over the meeting or until the arrival of the Mayor or the Deputy Mayor;
- (5) if there is no quorum present within fifteen minutes after the time appointed for the meeting or a quorum is lost during a meeting, the Clerk shall take down the names of the Councillors then present and the Council meeting shall stand adjourned until the next regular Council meeting;
- (6) determine whether a quorum can still be achieved to conduct Council business if an interest is declared by a Council member(s) with reference to the **Municipal Conflict of Interest Act**;
- (7) receive and submit to Council **motions** properly presented by a Councillor;
- (8) put to a **vote** a question which is regularly moved and seconded or necessarily arising in the course of the proceedings and to announce the result of the vote;
- (9) preside over Councillors, when engaged in debate, within the rules of conduct of debate;

- (10) enforce on all occasions, the observance of order and decorum, except with concurrence of Council to relax the rules;
 - (11) call by name any Councillor persisting in a breach of the rules of order of Council thereby ordering him or her to vacate the Council Chambers;
 - (12) inform the Council when necessary, or when referred to, on a point of order;
 - (13) permit the Chief Administrative Officer to speak on any point upon request pursuant to the MGA;
 - (14) permit relevant questions to be asked through the Chair of any official or employee of the Town, or any member of the public in attendance, to provide information to assist any Council debate; and
 - (15) adjourn the meeting when the business is concluded or, when an adjournment time has been set and approved by majority vote or consensus, when the adjournment time has been reached, except when it is extended by unanimous consent. Meetings should not exceed a maximum duration of three hours or 10:00 p.m. whichever occurs first,
 - (16) at which time they will be adjourned until the next meeting of Council.
11. At Council meetings, unless a majority consents to a different order for that meeting, **Council shall conduct business in the following order:**
- (1) call to order;
 - (2) acknowledgement of Mi'kma'ki, the ancestral and unceded territory of the Mi'kmaq People;
 - (3) approval of agenda, including additions or deletions;
 - (4) approval of minutes from the previous meeting;
 - (5) public hearings, presentations and questions;
 - (6) consideration of correspondence, petitions and proclamations;
 - (7) business arising from the minutes;
 - (8) consideration of committee recommendations, minutes, reports and notices of motions;
 - (9) new business;
 - (10) in camera business;
 - (11) in camera notices of motion and recommendations; and
 - (12) adjournment.

12. Five business days before a Council meeting, a Councillor or member of the public may request of the Mayor and Clerk to **add a Council agenda** item with relevant and sufficient particulars and supporting documentation which the Mayor shall in consultation with the Clerk determine to which Council or Committee meeting the agenda the item shall be added **at the upcoming or a subsequent meeting(s)**.
13. (1) Alternatively, a Councillor may give **notice of motion to add an agenda item** at a Council meeting which shall be:
- a. be in writing;
 - b. include the name of the mover;
 - c. be received by the Clerk at a regular meeting of the Council; and
 - d. be printed in full in the agenda for the next regular meeting and each successive meeting of the Council until considered or otherwise disposed of.
- (2) When a Councillor's motion has been called at two successive meetings of the Council and not proceeded with, it shall be deemed to have been withdrawn and be removed from the agenda unless the Council otherwise decides.
- (3) The mover may withdraw a notice of motion at any time prior to the commencement of debate thereon.
- (4) Council may waive notice of motion on a two-thirds vote of the Council members present and voting except for Policy and Bylaw matters.
- (5) A point of order or personal privilege may be introduced without written notice and without leave.
- (6) The following motions may be introduced without notice and without leave:
- a. a motion to adjourn;
 - b. a motion to call for the question;
 - c. a motion to refer;
 - d. a motion to table or to defer to a day certain;
 - e. an amendment to a motion;
 - f. a motion to suspend a rule of procedure;
 - g. a motion to convene in camera; or
 - h. any other procedural motion.

14. The Mayor and Clerk shall confer on the Council **agenda content and format** before it is circulated a minimum two business days before the meeting if possible. The agenda will be accompanied with an **agenda package** containing meeting materials in the agenda sequence.
15. The Chair shall decide all questions of order or procedure subject to an **appeal** to the Council.
16. Every Councillor, prior to **speaking on any question or motion**, shall raise a hand and wait to be recognized by the Chair. When two or more Councillors raise their hands to speak, the Chair shall designate the Councillor who has the floor who, in the opinion of the Chair, first raised their hand.
17. No Councillor shall speak more than ten minutes upon any matter at one time, without the leave of the Chair.
18. During a meeting Council may **recess** for short periods or move to another place, without ending the meeting.
19. At regular meetings of Council, except when Council resolves to defer approval of minutes for a maximum of one additional meeting, the **minutes** of the last preceding regular meeting and subsequent special meetings shall be reviewed and after all necessary corrections and amendments have been made and the minutes approved, the approved minutes shall be entered in the minute book of the proceedings of Council and such entry shall conclusively constitute the minutes of Council.
20. The minutes shall be kept by the Clerk and shall:
 - (1) record the time when any Councillor joins or leaves a meeting which is in progress;
 - (2) contain all resolutions, decisions by consensus and motions, with the name of the movers and seconders except Committee meetings, and shall record the outcome of each vote; and
 - (3) mention reports, petitions and other papers submitted to Council only by their respective titles, or a brief description of their contents, which may be attached in full to the minutes as determined relevant by the Clerk.

Conduct of Meetings: Motions and Voting

21. The Chair shall state every **question** properly presented to Council if no Councillor offers to speak, the Chair shall put the question, after which no Councillor shall be permitted to speak upon it.
22. The usual form of voting on any question shall be by the Chair calling for "yeas" and "nays", but any Councillor, before or after a voice vote can call for, and obtain through the Chair, a show of hands.

23. The Mayor and every Councillor who is present when a motion is put, shall vote thereon unless the Councillor has declared an interest in the motion. A failure to expressly signal a “yea” or “nay” or raise one’s hand shall be deemed to be a “nay” vote. A tie vote results in the motion being defeated.
24. A motion must be seconded and then repeated by the Chair or read aloud by the Clerk before it is debated. The Chair may direct that the motion be put in writing, repeated, displayed or read aloud by the Clerk before it is debated or voted on.
25. After reading of a motion by the Chair or Clerk, it shall be open for discussion. The motion is deemed to be in the possession of Council at this time.
26. A motion which has been seconded and stated by the Chair may at any time before the Council has voted on it be **withdrawn** by the mover with the unanimous consent of Council.
27. When any question is before the Council, the only motions in order shall be:
- (1) a motion to amend the original motion;
 - (2) a motion to refer the question, including the motion and amendment if one is moved, to any Committee;
 - (3) a motion to defer the consideration of the question either indefinitely or to a specified time;
 - (4) a motion to close the debate at a specified time; and
 - (5) a motion that the question be put to a vote.
28. A motion
- (1) that the debate be closed at a specified time; or
 - (2) that the question be put to a vote,
- shall be put to a vote without further amendment or debate, but a motion that the question be put to a vote shall not be in order until every Councillor who has not spoken on the question and claims a right to speak has been heard.
29. When the question before Council contains two or more distinct propositions upon request of any Councillor a vote upon each proposition may be taken separately in such order as determined by the Chair.
30. After a question is finally put by the Chair, no Councillor shall speak to the question nor shall any other motion be made until after the result of the vote has been declared.
31. Whenever the Chair is of the opinion that a motion is out of order, or contrary to legislation, the Chair shall immediately advise the Councillors thereof. If there is no appeal to Council, or if the Chair is sustained on an appeal, the question shall not be put.

32. A motion to adjourn shall always be in order except in the following cases:

- (1) when a Councillor is in possession of the floor;
- (2) when the "yeas" and "nays" are being called for a vote;
- (3) while Councillors are voting; or
- (4) when the adjournment was the last preceding motion.

33. The following questions shall be decided without debate:

- (1) all motions as to priority of business or as to the suspension of the order of the day;
- (2) a motion to allow any person other than Councillors to address Council;
- (3) a motion to postpone to a specified time or day;
- (4) a motion to lay on the table (suspend consideration of a pending motion); and
- (5) a motion to adjourn.

34. Only one **amendment** to the main motion may be pending at one time. ~~This first degree amendment may have only one amendment known as the second degree amendment pending at one time.~~ As each amendment is voted on, subsequent amendments may be offered and voted on in succession.

35. (1) A motion to rescind shall not be made at the same meeting when the matter is decided, but may be put once at any subsequent meeting by giving prior notice of motion to rescind if the action or direction of Council has not already been completed.
- (2) A motion to rescind may be put by any Councillor regardless of how they voted on the original matter.
- (3) At a subsequent meeting of Council, the giver of such notice, or in that Councillor's absence any other Councillor on the Councillor's behalf, may put forward the motion of rescission.
- (4) A motion to rescind must be seconded.
- (5) A motion to rescind is debatable as to the merits of the question which is proposed to be rescinded.
- (6) A motion to rescind is amendable.
- (7) A motion to rescind shall be passed by a majority of the Councillors present and voting.

36. After any question or motion has been decided, either in the affirmative or negative, a Councillor who voted on the prevailing side may, after the decision has been announced by

the Chair, but before adjournment of the meeting, give notice of an intention to move **reconsideration** of the motion approved at the same or next Council meeting. The giving of such a notice operates as a stay or suspension of Council's decision, except in matters where there is great time sensitivity. Council then vote on whether the motion will be reconsidered at the current or next meeting. If the motion to reconsider is adopted, Council will reconsider and then re-vote on the original motion, possibly with a different outcome.

37. The following matters are not eligible for reconsideration:

- (1) a motion approving the first or second reading of a By-Law enactment, amendment or repeal;
- (2) a motion to decide upon a matter which was the subject of a statutory hearing by Council;
- (3) a matter that has already been reconsidered; and
- (4) a vote to reconsider.

38. Any **notice of motion** given by a Councillor for a subsequent meeting may, in the absence of the Councillor giving such notice, be taken up by any other Councillor.

39. All motions called in pursuance of the general order of the day and not disposed of shall be ~~the first business~~ proceeded with and disposed of at the next meeting of Council.

Conduct of Meetings: Points of Order

40. It shall be the duty of the Chair, and the privilege of any Councillor, to call any Councillor to order, who violates any established rule or order. A point of order must be decided by the Chair before the subject under consideration is proceeded with.

41. When a Councillor is called to order, the Councillor shall remain silent until the point is determined or called upon by the Chair to be heard on the point of order.

42. A point of order is not debatable amongst other Councillors, unless the Chair invites discussion in an effort to assist in making a ruling. Where the Chair permits discussion of a point of order, no Councillor shall speak more than once without the leave of the Chair.

43. Decisions of the Chair on points of order, including an order expelling and excluding a person from the Council Chambers, are not debatable but are appealable to Council by any Councillor. When an appeal is made from the decision of the Chair, the Chair may briefly explain the basis for their ruling and shall then ask Council whether the appeal should be allowed and Council's decision with reasons given shall be final.

44. No Councillor shall use offensive or unparliamentarily language or speak disrespectfully to or about anyone while in Council, or speak outside the parameters of the question in debate.

45. If a Councillor resists the rules of Council, obstructs the business of Council or disobeys the decision of the Chair, or of Council on appeal, on any question of order or practice or upon the interpretation of the rules of Council after being called to order by the Chair, or otherwise

disrupts the proceedings of Council, the Councillor may be ordered by the Chair to leave the Councillor's seat provided that a majority vote of Council shall be required to have the expulsion extended to additional meetings.

46. If the Councillor refuses to leave the Councillor's seat, the Chair may order the Councillor to be expelled from the Council Chambers. Such Councillor may, by vote of Council be permitted to resume their seat with or without conditions.
47. Persons who are not Councillors, officers or employees of the Town shall observe silence and order in the Council Chambers, unless given permission to speak by Council. Any such persons disturbing the proceedings of Council shall be called to order by the Chair and, if they fail to comply, shall be ordered, by the Chair to be expelled from the Council Chambers, provided that a majority vote of Council shall be required to have the expulsion extended to additional meetings. Such member of the public may, by vote of Council be permitted to re-enter Council Chambers with or without conditions.
48. An order of the Chair to expel a person from the Council Chambers pursuant to this part of the Policy constitutes a direction from the Town to leave the premises for purposes of the Protection of Property Act and other applicable laws.

**Conduct of Meetings: Questions of Privilege, Parliamentary Inquiries,
and Requests for Information**

49. Any Councillor may raise a **question of privilege** relating to the rights of the Council as a whole or of individual Councillors, in which the former take precedence over the latter. A question of privilege must be disposed of before the matter under consideration is proceeded with.
50. Questions of privilege may relate to matters including: the comfort of Councillors with respect to heating, ventilation, lighting, noise, other disturbances, and anything which otherwise encumbers their ability to participate fully in Council proceedings; the conduct of officers, employees, and visitors; the accuracy of published reports of proceedings; or to any other such matters that may infringe upon the established rights of Council as a whole or of individual Councillors.
51. The Councillor raising a question of privilege shall either state the infringement on their privileges and request that the Chair remedy such infringement or make a motion addressing the question of privilege to the Council. The Chair will rule on whether the matter is a question of privilege to be immediately disposed of. Decisions of the Chair on questions of privilege are not debatable but are appealable to Council by any Councillor.
52. If the Chair rules in favour of a question of privilege or Council overrules a negative ruling by the Chair then the infringement will be dealt with or the motion regarding the question put before the Council for debate.
53. Once a question of privilege has been disposed of, the normal business of the Council shall be resumed at the point at which it was interrupted.

- 54. Any Councillor may make a parliamentary inquiry to the Chair to obtain information on a matter of parliamentary procedure or of the applicable legislation and motions bearing on the business at hand. It is the Chair's duty to answer such questions when it may assist the Councillor to make an appropriate motion, raise a proper point of order, or understand the parliamentary situation or the effect of a motion.
- 55. Any Councillor may make a request for information either to the Chair or through the Chair to another Councillor, employee, or other relevant person to obtain information relevant to the business at hand but not related to parliamentary procedure.
- 56. Any of the rules of order may be suspended in its operation by the unanimous consent of the Councillors present.
- 57. If any question arises that is not provided for by applicable legislation or the foregoing rules, it shall be decided by the Chair in accordance with the latest available version of Roberts Rules of Order.
- 58. Policy #88 Council Meeting Policy is hereby repealed.

Clerk's Annotation For Official Policy Book

Date of Notice to Council Members of Intent to Consider:

Date of Passage of Current Policy:

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

Municipal Clerk

Date

The water lateral is the Town's (Utilities) responsibility between the watermain and the street line/property line. The home/property owner is responsible between the street/property line and the building being serviced. There is a curb stop (shut off valve) at the street/property line so if there is a leak on private property the Town (Utility) can turn the water service off that services the building on private property.

There are a couple of reasons why the responsibilities are this way (1) if there is a water leak within the street right of way on a service then the Town has to repair it quickly to minimise the damage to municipal infrastructure or private property. If a water leak is on private property then we can shut the service off at the curb stop and get the property owner to repair their lateral on private property which may or may not have been installed to Town standards. (2) The Water Utility Regulations (Section 25 and 26) requires that the Town to be responsible for repairs within the street right of way and private property owner(s) be responsible for repairs between the street/property line and the building being serviced.

The sewer lateral is the property owners responsibility from the main sewer to the building being serviced on private property. This policy was put in place by the Town some 20 years ago or more because of problems we encountered with blockages in the sewer system and sewer laterals. Open drains in the basements of some properties were allowing anything to enter the sewer system (lateral and/or sewer mains) causing blockages (sewer backups) that had to dig up by the Town and therefore repaired at tax payers expense. This happen many times before the Town decided to implement this sewer policy. We found propane cylinders, clothing, wood, etc. and the Town felt that the person who caused the problem should be responsible to repair the blockage in the sewer lateral or sewer system at their expense. There were also times where a blockage was on private property and a plumber would push this blockage while working in the basement of a private dwelling further down the sewer lateral until it was on Town property (past the street line) and call the Town to repair the blockage.

MEMORANDUM

TO: GENERAL GOVERNMENT COMMITTEE

FROM: BEA RENTON, CAO

DATE: JANUARY 2, 2020

RE: TOWN OF LUNENBURG POLICY REVIEW - #6. WORK ON PRIVATE PROPERTY

1. FACTS

At the July 18, 2019 General Government meeting in response to a staff report regarding the ongoing Town Policy review, the Committee adopted the following motion:

Motion: moved and seconded that staff prepare with the assistance of the Town Solicitor as applicable for Committee review –

- *a replacement Policy for Bylaw #5 Council Procedure Bylaw which shall concurrently be repealed;*
- *Bylaw 6 Committees and Boards Bylaw be revised; and*
- ***Policy 6 Work on Private Property (Public Works and Electric Utility) be reviewed by the Public Works Department to determine what private contracting work should still be done by the Town and Electric Utility provisions removed as required.***

Motion carried.

2. ISSUES AND OPTIONS ANALYSIS

Policy 6 was reviewed by Electric Utility and Public Works management and revisions made for Council consideration in the updated draft Policy. It reflects current Electric Utility and Public Works practices which refer the majority of private property work and goods supplied to private providers. This allows Town resources to focus efforts on municipal project priorities.

A revised Policy is attached for Council consideration.

If the revised Policy is acceptable, notice of motion of its proposed adoption could be given at the next Council meeting on January 28, 2020 followed by its actual adoption by motion at the February 11, 2020 Council meeting when it would become effective.

3. FINANCIAL IMPACT

There is a cost to doing private work with Town human and equipment resources when municipal work cannot be fully accomplished. With aging municipal infrastructure, increased attention is required on maintaining Town assets. Whether it is installing a private sewer lateral, selling a yard of gravel, etc. and other private goods and services as the Town did in the past, it is not cost effective for the Town to do this. Nor should the Town be offering goods and services

for private property needs that can be more appropriately delivered by the private sector. The Policy has been revised to reflect this with allowance to do some limited private property work relating to culvert, water and sewer laterals if circumstances warrant because it is in the Town's interests to do the work. In other instances, private contractors are hired by private property owners to do the work which can be approved by the Town Engineer or designate as relevant. These changes reflect the practice over the past many years.

The current Policy allowing staff to loan Town equipment to private persons has been removed in the attached revised Policy. This change also reflects actual practice. Public Works staff have referred property owners to rental companies and private service providers who have equipment similar to the Public Works Department. Insurance, safety training and other equipment use issues are addressed by the private service provider. Town staff time can also be redirected when they do not have to document the use and return of Town equipment, train others to use it, invoice for it, etc. For these reasons the practice has been to no longer loan out Town equipment.

4. STRATEGIC PLAN RELEVANCE

By reviewing and updating Policies the Town is achieving Strategic Plan Direction: "5) Operate the Town efficiently and effectively by: B. Continually and strategically maintaining and upgrading community infrastructure; C. Developing and updating Town bylaws, policies, procedures and plans".

5. RECOMMENDATION AND DRAFT MOTION

It is recommended that a Committee member agree to give notice of motion at the January 28, 2020 Council meeting of the repeal and replacement of the proposed revised Policy #6 Work on Private Property.

The following notice of/motion(s) would be made:

(January 28, 2020 Council) Deputy Mayor or Councillor _____ gives **notice of motion** of the proposed repeal and replacement of Policy #6 Work on Private Property (Schedule "A").

(February 11, 2020 Council) **Motion:** moved by Deputy Mayor or Councillor _____, seconded by Deputy Mayor or Councillor _____ to repeal and replace Policy #6 Work on Private Property (Schedule "A").

Attachments - current Policy #6
- current Policy #22
- revised replacement Policy #6

#6. TOWN OF LUNENBURG POLICY

WORK ON PRIVATE PROPERTY

The following is an outline of the types of work which Departments of the Town of Lunenburg will carry out which is of a private nature. This work will normally be carried out at regular charge out rates unless the Town Council has directed otherwise.

ELECTRIC LIGHT DEPARTMENT

1. For use of Electric Light Department, Personnel, Truck and Materials on Private Property the established charge out rates will apply. This will include costs to maintain private street lights, post hole digging and trimming of trees, unless the trees are fouling power lines - for this work there will be no charge.
2. Hanging of Flags, Banners and other related work in support of the L.B.A. and the various Festivals will be at no charge when approved by Council.

PUBLIC WORKS DEPARTMENT

1. For use of Public Works Department, Personnel, Truck and Materials on Private Property the established charge out rates will apply.
 - a) This will include costs to repair or replace existing culverts and new culverts;
 - b) This will include the costs to install water and sewer services, and to repair sewer services on Town Property; and
 - c) The repair to a water service on Town Property will be carried out at no cost to the property owner.

NOTE: Work as listed in "a" and "b" will only be carried out if scheduling allows; otherwise an approved private contractor may carry out the work with the work being inspected by the Town and the Town Engineer approving the materials used.

2. a) No Town equipment will be rented or loaned to any property owner unless in the case of an emergency, in which instance the Town Engineer has the authority to approve the use of Town equipment with the property owner paying the established charge out rates.

- b) Town materials will be sold to property owners only as time permits, if supplies are available. These supplies will include small quantities of gravel (4 yards) and sewer and water supplies.
- 3. Brush and limbs will not be picked up by Town Forces - will be picked up with regular garbage pick up.

Leaves will be picked up by Town Forces if they are properly bagged.
- 4. Maintenance of driveway and walkway entrances from the travelled portion of streets to the street line will be the responsibility of the property owner unless damage is created by street drainage.
- 5. No private work will be performed outside the Town limits except sewer and water connections to Town services as approved by Town Council and scheduled by the Town Engineer.
- 6. No plowing, sanding or salting of private roads will be carried out by Town Forces unless approved by Town Council and will be carried out at rates established by Town Council.

A Private Road will be defined as a road servicing two (2) or more dwelling units.

#22. TOWN OF LUNENBURG POLICY

WORK ORDERS AND PAYMENT FOR WORK PERFORMED BY

ELECTRIC LIGHT DEPARTMENT AND DEPARTMENT OF PUBLIC WORKS

ON BEHALF OF PRIVATE COMPANIES AND INDIVIDUALS

It is the policy of the Town of Lunenburg that the Electric Light and Public Works Departments of the Town be permitted to perform work for individuals and firms on a limited basis when and if time permits upon completion of all regular work and in accordance with the charge out rates approved by Town Council from time to time.

In order to reduce administration costs for smaller private jobs, it shall be the Town's policy that any charges for individuals totalling \$50.00 or less be pre-paid.

Any work for private companies/contractors and individuals in excess of \$50.00 may be completed on an account billing basis through the Department of Finance.

If there are any concerns in respect to providing a specific company or individual with credit (account billing) this should be discussed with the Director of Finance/Treasurer prior to granting credit.

I. Procedure for Pre-Paid Jobs (Under \$50.00/Individual)

A work report noting the services and/or goods to be supplied in duplicate will be completed and signed by the Town Engineer (Electric Light Superintendent) or Foreman with details of same. The customer will be given a copy to take to the Town Office for completion (pricing + taxes). The customer will be required to pay in full prior to goods and/or services being supplied. A receipt will be issued to the customer once the account is paid.

Upon presenting a receipt to the Town Engineer (Electric Light Superintendent) or Foreman, the customer shall receive the materials or services purchased.

II. Procedure for Jobs Invoiced (Approved Credit Companies/
Contractors/Individuals) Over \$50.

The Town Engineer (Electric Light Superintendent) or Foreman will complete a work order estimating the cost of the goods and/or services and the terms of payment. This work order must be signed by the customer. No work is to be performed or goods issued before a signed work order is completed. The original signed work order shall be forwarded to the Director of Finance/Treasurer and a copy given to the customer.

Once the work or service is completed the Town Engineer (Electric Light Superintendent) or Foreman will complete a Work Report listing the actual time, equipment and materials used. This will be forwarded to the Finance Department.

The Finance Department will then calculate the total amount of the work order (including all applicable taxes) and forward an invoice to the customer for payment within thirty days.

If there is a discrepancy between the estimate and the actual price, upon request, an explanation for same will be provided to the customer.

Exception - Turning Water On/Off

If the service to be performed is turning water on/off, the customer will be billed pursuant to the Town's water billing system.

**TOWN OF LUNENBURG PROCEDURAL POLICY #6 - WORK
ON PRIVATE PROPERTY**

PURPOSE

1. The Policy outlines the limited private property work Town of Lunenburg ("Town") staff may do and cost for same.

ELECTRIC UTILITY

2. The Town's Electric Utility provides private street light maintenance in accordance with Policy #10 Private Street and Yard Lights.
3. The Town's Electric Utility will only provide such other private property work as is permitted by the Town's Electric Utility Regulations and its Nova Scotia Power service arrangement.

PUBLIC WORKS DEPARTMENT

4. The Town's Public Works Department will only provide, install, repair or replace new and existing culverts to access private property in accordance with Policies #48. Ditch and/or Culvert Systems and #78. Driveway Access if work scheduling allows. Such work will be charged at the applicable Town charge out rates for supplies, equipment and services as set out in sections 10 and 11 herein. Otherwise the Town Engineer or designate shall advise the private property owner that they must select a private contractor to perform the work whom the Town Engineer or designate will approve in advance of the work. The Town Engineer or designate will inspect the work the authorized private contractor has done to determine if it is satisfactory or it shall be redone to meet their approval at the private property owner's expense.
5. Installation, repair or replacement of new and existing water and sewer laterals work shall be done in accordance with Policy #3. Installation/Repairs to Sanitary Sewer, Storm Sewer and Water Laterals which shall be done at the Town's cost. The private property owner is responsible for arranging and private contractors authorized by the Town Engineer or designate to do water lateral work from their building to the street right of way and sewer laterals from their building to the sewer main. The Town Engineer or designate will inspect the work the authorized private contractor has done to determine if it is satisfactory or it will be redone to meet their approval at the private property owner's expense. The Town is responsible for the remainder portions of these laterals.
6. No additional private work will be performed inside or outside Town limits except as approved by Town Council, Town Engineer or designate and Town insurer in advance of such work being done at the applicable Town charge out rates.

7. No plowing, sanding or salting of private roads will be done by the Town unless approved in advance by Town Council, Town Engineer or designate and charged out at the applicable rates established by Town Council.
8. No Town equipment including but not limited to motor vehicles, backhoe, plumbing supplies, pumps, etc. and supplies, e.g., gravel, salt, etc. will be rented, loaned or sold to any private property owner. These items are for Town use or authorized Town personnel only in accordance with this Policy, Policy #91 Town Equipment Loan and Use and the Town Personnel Policy.
9. The maintenance of driveway and walkway entrances from the travelled portion of streets to the street line will be the responsibility of adjacent private property owners unless damage is created by street drainage or snow and ice removal by the Town which shall be repaired by the Town at its cost.
10. To reduce administration costs for smaller private jobs, any charges for private property owners totalling \$200 or less, plus HST, must be pre-paid. A Town Work Order describing the work to be performed will be completed in duplicate and signed by the Town Engineer or designate. The private property owner will be given a copy to deliver to the Corporate Services Department where the private property owner will be required to pay in full prior to any work being performed. A receipt will be issued to the private property owner when the amount is paid for presentation to the Town Engineer or designate to schedule a time when the private property work can be performed.
11. Any private work in excess of \$200, plus HST, may be completed on an account billing basis through the Corporate Services Department. The Town Engineer or designate will complete a Town Work Order estimating the cost of the work to be performed and terms of payment for which a 50% deposit is required by the Finance Director or designate. No work is to be performed before a signed Work Order is completed, signed by the private property owner and the 50% deposit paid. When the work is completed the Town Engineer or designate will complete the Town Work Order listing the actual time, equipment and materials used and forward it to the Finance Director who will calculate the final invoice providing the private property owner thirty days in which to pay it in full.
12. This Policy repeals and replaces Policy #6. Work on Private Property and Policy #22. Work Orders and Payment for Work Performed by Electric Light Department and Department of Public Works on Behalf of Private Companies and Individuals.



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

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

April 17, 2020

Bea Renton
CAO
Town of Lunenburg

Via Email

Dear Bea:

Re: Amendment to Parking Meter Bylaw

Further to the General Government Committee Meeting on April 16, 2020, I am enclosing herewith an amended bylaw which provides that the parking rates would be approved by Council and also that the fines are increased to \$30.00 (\$15.00 if paid within 14 days). We also resurrected clause 16(3) which provides that each additional period of 1 hour when a person is found to be in violation of the bylaw, shall constitute a new and separate offence.

Kindly advise whether the form is now satisfactory.

Yours very truly,

BURKE, MACDONALD & LUCZAK

Patrick A. Burke, Q.C.

PAB/js

Encl.

Cc

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2019\Letters\Letter to Bea April 17, 2020.docx

BY-LAW NO. 20

A BY-LAW RESPECTING PARKING METERS

Short title

1. This By-Law shall be known as and may be cited as the "Parking Meters By-Law".
Interpretation
2. In this By-Law:
 - i. "Commercial Motor Vehicle" ~~shall have the meaning assigned to~~ means a commercial motor vehicle as defined in the Motor Vehicle Act ~~R.S.N.S. 1989 Chapter 293 as amended~~;
 - ii. "Council" means the Town Council of the Town of Lunenburg;
 - iii. "Motor Vehicle" shall have the meaning assigned to motor vehicle by the definitions in the Motor Vehicle Act ~~R.S.N.S. 1989 Chapter 293 as amended~~;
 - iv. "Motor Vehicle Act" means RSNS 1989 Chapter 293 as amended;
 - v. "Parking Meter" means a mechanical or electronic device that indicates a period of time shall be purchased by payment, during which parking is permitted in the parking space to which the meter relates; ~~device or devices which shall indicate the length of time during which a motor vehicle may be parked in a particular parking space and the charge or charges therefor and shall have as a part thereof a receptacle or chamber for receiving coins of Canadian money, a slot or place in which said coin or coins may be deposited, a time mechanism to indicate the passage of the interval of time during which parking is permissible in such a parking space and which shall also display an appropriate signal to indicate when the aforesaid interval of time has elapsed; and~~
 - vi. "parking space" means a space for parking a motor vehicle controlled and regulated by a parking meter;
 - vii. "Peace Officer" means a police officer, or a special constable appointed by the Police Act, SNS 2004 C. 31 as amended; and
 - viii. "Town" means the Town of Lunenburg.

Purchase or lease of meters

3. The Council is authorized to purchase or lease from any person or body corporate such number of parking meters as it may deem necessary, and for this purpose, the Council

may enter into agreements with any person or body corporate for the purchase or lease thereof upon such terms of payment thereof as it may deem advisable.

Current meters

4. ~~(1) The parking meters currently installed in the Town shall remain unless otherwise determined by resolution of Council.~~

Additional meters

~~(2) Additional parking meters may be installed from time to time on streets and parking grounds in the Town or parts thereof as determined by resolution of Council, provided that no parking meters shall be installed by fire hydrants, driveways or at any other place where parking is otherwise prohibited.~~

4.

(1) Placing of Parking Meters

Parking Meters installed in the Town shall be placed on or adjacent to the sidewalk or near the curb or edge of the roadway, or in parking grounds.

(2) Relation of meters to spaces

An individual meter shall relate to the parking space within which or adjacent to which it is placed and a twin meter shall relate to the two parking spaces immediately adjacent to it and all meters shall relate to their respective parking spaces in accordance with this By-Law.

(3) A parking meter shall be identified by a number which shall be known as the meter number.

Enforcement and Administration:

5.

- (1) It shall be the duty of all members of the RCMP policing the Town of Lunenburg, [as well as all Special Constables whose powers and/or duties include the enforcement of this By-law] to enforce the provisions of this By-law.
- (2) The installation, operation, maintenance, location and removal of all parking meters in the Town shall be under the authority of the Town Council and under the management, supervision and direction of the Town Engineer of the Town.

Spaces to be marked

6. Parking spaces shall:

- (1) be of sufficient size to accommodate one passenger motor vehicle; and
- (2) be marked off by painted lines or other means, adjacent to the curb or sidewalk or edge of the roadway of the streets upon which parking meters are installed, and marked off by painted lines or other means in any parking ground upon which parking meters, are installed.

7.

- (1) Vehicles shall be parked within the bounds of the parking space.
- (2) Notwithstanding subsection (1), where the dimensions of a motor vehicle are such that it exceeds the size of the parking space, the motor vehicle may occupy more than one parking space, but coin deposit must be placed by the driver in all applicable meters.
- (3) it shall be an offence and a violation of the Bylaw for any driver to park or leave standing any motor vehicle beyond the lines or markings of the parking space except as provided for in subsection (2) of this section.
- (4) Not more than one motor vehicle shall be parked in any parking space.

Placing of meters

8.

~~(1) Notwithstanding subsection (1), where there are parking meters on streets, the meter shall be placed on the curb or sidewalk adjacent to and within the lines or prolongation of the lines marking each parking space as aforesaid.~~

Twin meters

~~(2) Where twin meters are to be installed the same shall be placed upon the curb or sidewalk adjacent to the area or line or lines separating two parking spaces.~~

Relation of meters to spaces

~~(3) An individual meter shall relate to the parking space within which or adjacent to which it is placed and a twin meter shall relate to the two parking spaces immediately adjacent to it and all meters shall relate to their respective parking spaces in accordance with this By-Law.~~

Collection

~~9. (1) The Town Engineer of the Town shall ensure that all monies deposited in the said parking meters are regularly collected and delivered to the Finance Director who, upon receipt thereof, shall keep a separate account of the monies taken therefrom and deposit the amount so received (or such portion thereof as belongs to the Town) to the credit of the Town.~~

Use of monies

~~(2) All monies so collected shall be included in the general revenues of the Town.~~

Sign on meter

8.

- (1) Each parking meter installed shall have thereon an appropriate sign or device stating the parking time permitted in the individual parking space to which it relates.

Time indicator

- (2) When in operation, each parking meter shall indicate either by a dial and pointer or a digital display, the period of time acquired by coin deposit during which parking is permitted in the parking space to which such meter relates, and shall upon the expiration of the period of time permitted for parking indicate either that parking in such parking space is in violation of this By-Law or provide that the word "violation" or "expired" or "time expired" is visible in the observation window of the parking meter or where the meter has a digital display show a reading of "00:00".
- (3) Each parking meter shall bear thereon directions indicating the days and hours when the requirement to deposit coins therein shall apply, the value of the coins to be deposited, and the limited period of time for which parking is lawfully permitted in the parking space to which such meter relates.
- (4) Depositing excess coins in a parking meter shall not give credit for any additional time beyond the maximum time illustrated on the said parking meter.
- (5) Only coins which are lawful money of Canada shall be deposited in a Parking Meter.

~~(5) When used in directions on a parking meter the word "nickel" shall mean five cents, and the word "dime" shall mean ten cents, and the word "quarter" shall mean twenty-five cents, and the word "dollar" shall mean one hundred cents, all of which is lawful money of Canada.~~

Fees

9. The rate for parking meters within the Town of Lunenburg shall be set by the Town Council from time to time.

~~\$.05 for five (5) minutes where applicable and the meter accepts nickels
\$.10 for ten (10) minutes
\$.25 for thirty (30) minutes
\$.50 for one (1) hour"~~

For convenience a meter may accept coins of larger denomination without giving additional time beyond the maximum time allotted for the meter.

Restriction

10. ~~(1)~~ The parking or leaving standing of any motor vehicle in a parking space provided by this By-Law or by any By-Law of the Town, shall be restricted to the manner prescribed by the directions set forth on the parking meter relating to such parking space.

Offence

11.

- (1) It shall be an offence and a violation of this By-Law for the driver of any motor vehicle to park or leave the same standing in any parking space and fail to immediately deposit in the parking meter relating to such parking space, a coin or coins of lawful money of Canada and of sufficient value to permit the parking or leaving standing of such motor vehicle in such parking space for any period of time permitted by this By-Law and as shown by directions set forth on such parking meter.

- (2) It shall be an offence and a violation of this By-law for the driver of a motor vehicle to park or leave the same standing in any parking space ~~ordinarily~~ regulated by a parking meter for a period of time in excess of the maximum period allowed by the direction on the parking meter regardless of the payment deposited or whether the word "expired" or the digital display reading "00:00" is visible in the parking meter's observation window. ~~as referred to in Sections 1-(a), (b), or (c) of Schedule "A" of this Bylaw in excess of:~~

~~A. — two consecutive hours in the areas referred to in sections 1-(a) and (b) of Schedule "A";~~

~~B. — 4 consecutive hours in the area referred to in section 1-(c) of Schedule "A";~~

Commercial

12.

- (1) Notwithstanding any other provision of this By-law, the driver of a commercial motor vehicle, may park or leave such commercial motor vehicle standing in any parking space for the purpose of loading or unloading goods, wares, merchandise, materials or passengers for any period of time not exceeding thirty minutes, without depositing any coin or coins in the parking meter relating to such parking space.
- (2) It shall be an offence and a violation of this By-Law for the driver of a commercial motor vehicle:
 - (a) to park or leave same standing in any parking space for any period of time in excess of thirty minutes; and
 - (b) notwithstanding subsection (1) of this section, to fail to comply with the direction set forth on the parking meter relating to such parking space;

Maximum Time

13. When the driver of any motor vehicle has parked or left the motor vehicle standing in any parking space for a period of time in excess of the maximum period of time allowed by the directions set forth on such parking meter, it shall be a new and separate offence for each additional hour that an offence continues.

Offence

14.

- (1) It shall be an offence and a violation of this By-Law for a driver of a motor vehicle to permit the same to be parked or left standing in any parking space while the word "violation" or "expired" or "time expired" is visible in the observation window of the parking meter relating to such parking space or where the meter has a digital display reading "00:00", unless such motor vehicle is parking pursuant to the provisions of section 12 herein.
- (2) It shall be an offence and a violation of this Bylaw for the driver of a motor vehicle to park or leave standing the motor vehicle in a parking space if a period of time has not been purchased from the parking meter.

Slugs prohibited

15. It shall be an offence and violation of this By-law for any person to deposit or cause to be deposited in any parking meter installed in the Town, any disc, slug, device, metallic substance or other substitute for the coins permitted to be deposited in accordance with this By-Law.

Penalty

16.

- (1) Any person alleged to have violated this By-law [other than section 20 hereof] shall be given notice by a ticket left on the motor vehicle for each offence.
- (2) A person who contravenes any section of this By-law [other than section 20 hereof] is liable upon summary conviction to a penalty of ~~twenty~~ thirty dollars ~~(\$20.00)~~ (\$30.00). A person who is alleged to have violated the Parking Meter By-law and is given notice of the alleged violation may pay a penalty in the amount of ~~ten~~ fifteen dollars ~~(\$10.00)~~ (\$15.00) for each offence to the Town of Lunenburg provided that said payment is made within a period of 14 days following the day on which the alleged violation was committed, and any such payment made within such time shall be in full satisfaction, releasing and discharging all penalties and imprisonments which could be incurred by the person for the violation or violations. If no payment is made within 14 days following the date on which the alleged violation was committed, the person shall be liable to a fine of ~~twenty~~ thirty dollars ~~(\$20.00)~~ (\$30.00) for each offence (plus any applicable charge referred to in the Summary Proceedings Act RS 450 as amended from time to time or in the Summary Offence Ticket Regulations thereunder).
- (3) Each additional period of one hour that any person is found to be in violation of this By-Law shall constitute a new and separate offence.
- ~~(4) — The owner of a motor vehicle shall incur the fine provided for a violation of this By-law unless at the time of such violation the motor vehicle was in the possession of some person other than the owner without the owner's consent, either expressed or implied.~~
- ~~(5) — The driver of a motor vehicle not being the owner thereof shall also incur the fine provided for a violation of this By-law.~~

Liability of Owner and Driver

17.

- (1) It is an offence to be the registered owner of a motor vehicle that is parked or left standing in violation of this bylaw, whether or not the registered owner is the driver of the motor vehicle at the time of the violation.
- (2) The owner of a motor vehicle shall incur the fine provided for a violation of this By-law unless at the time of such violation the motor vehicle was in the possession of some person other than the owner without the owner's consent, either expressed or implied, and the driver of a motor vehicle not being the owner thereof shall also incur the fine, penalties and other consequences provided for such violation of this By-law.

No fees payable

18.

- (1) No fee shall be payable for parking meters from and including the last week of November of each year until and including the 31st day of December of the same year, provided nevertheless that the maximum parking time **allowed on the parking meters referred to in Sections 1-(a), (b) and (c) of Schedule "A"** shall still be enforced. ~~Nevertheless, it~~ shall be an offence and a violation of this By-law for the driver of a motor vehicle to park or leave the same standing in any parking space **ordinarily** regulated by a parking meter ~~as referred to in sections 1-(a), (b), or (c) of Schedule "A" of this By-law~~ during the period from and including the last week of November of each year until and including the 31st day of December of the same year for a period in excess of the **applicable** maximum parking time **which can be purchased on that parking meter, contained in Schedule "A"**.
- (2) No fee shall be payable for parking meters during such additional day or days as shall be established by resolution of Town Council. ~~Nevertheless, it~~ shall be an offence and a violation of this By-law for the driver of a motor vehicle to park or leave the same standing in any parking space **ordinarily** regulated by a parking meter ~~as referred to in Section 1-(a), (b) or (c) of Schedule "A" of this By-law~~ during said additional exempt day(s) for a period in excess of the applicable maximum parking time **which can be purchased on that parking meter, contained in Schedule "A"**.
- (3) No fee shall be payable for parking meters on any statutory holiday, Sunday or between the hours of 5:00 p.m. on one day and 10:00 a.m. of the next day.

19.

- a. Notwithstanding the provisions of this By-law, the Finance Director **or her designate** may, upon being satisfied that the use of a parking space or spaces is reasonably necessary on a short term continuous basis, issue a temporary parking permit for a specific period of time authorizing the short-term usage of a parking space ~~or spaces in the areas referred to in section 1 (a), (b) or (c) of Schedule "A"~~ without depositing monies in the parking meter. The permit shall only be issued for motor vehicles or contractors' equipment trailers or construction dumpsters, and shall be displayed in the windshield of the motor vehicle or on an exterior side of the construction dumpster, or equipment trailer, as the case may be. Before a permit is issued, prepayment shall be made at the Town Office **of the sum of \$25.00 plus** of **an amount set by Council from time to time plus HST** per parking space for each day of the period referred to in the permit.
- b. Notwithstanding the provisions of this By-law, the Finance Director **or her designate** may issue a permit for overnight parking in areas on Town property designated by the Treasurer for overnight parking, upon prepayment at the Town Office of ~~the~~

~~sum of \$25.00~~ an amount set by Council from time to time per month plus HST for each month (or part thereof) of the period referred to in the permit.

- c. It shall be an offence and a violation of this By-law for any person:
 - i. to utilize a parking space for a motor vehicle or construction dumpster or contractor's equipment trailer as referred to in section 19(a) without a valid permit, or
 - ii. to park overnight in any area on Town property designated by the Treasurer for overnight parking without a valid permit.

20.

- i. It shall be an offence and a violation of this By-law for a person to block, impede or hinder the use of a parking space regulated by a parking meter, by placing a cone or cones or other object or objects in the parking space.
- ii. A person who contravenes this section of the By-law is liable upon summary conviction to a penalty of Fifty Dollars (\$50.00).

A person who is alleged to have violated this section of the By-law and is given notice of the alleged violation, may pay a penalty in the amount of Twenty-Five Dollars (\$25.00) for each offence to the Town of Lunenburg provided that said payment is made within a period of 14 days following the day on which the alleged violation was committed, and any such payment made within such time shall be in full satisfaction, releasing and discharging all penalties and imprisonments which could be incurred by the person for the violation or violations. If no payment is made within 14 days following the date on which the alleged violation was committed, the person shall be liable to a fine of Fifty Dollars (\$50.00) for each offence (plus any applicable charge referenced in the Summary Proceedings Act RS 450 as amended from time to time or in the Summary Offence Ticket Regulations thereunder).

21. Notwithstanding the other provisions of the By-law, no parking ticket shall be issued to any registered owner of a vehicle lawfully displaying a veteran's number plate issued pursuant to the "Veteran's Number Plate Regulations" of Nova Scotia for a parking meter violation (but this exemption shall not apply to the maximum parking times ~~referred to in Schedule "A"~~ displayed on the parking meter).

Enforcement

22. This Bylaw may be enforced by any Peace Officer.

Repeal

23. All former Parking Meters By-laws of the Town (and specifically the existing Parking Meter By-law No. 20 and any purported amendments thereto) are hereby repealed and this By-Law substituted therefor.

Document No:
Meeting: HAC April 20, 2020
Circulate: BR, LD, DS, HM
File:

MEMORANDUM

TO: HERITAGE ADVISORY COMMITTEE

FROM: ARTHUR MACDONALD, HERITAGE MANAGER

DATE: APRIL 14, 2020

**RE: HEAT PUMP SCREEN – REQUEST FOR HERITAGE PERMIT
AMENDMENT: 112-118 LINCOLN STREET- REGISTERED MUNICIPAL
HERITAGE PROPERTY**

1. FACTS

The applicant for the installation of a heat pump and screen at 112-118 Lincoln Street wishes to amend the Heritage Permit approved by Council on October 22, 2019. The applicant's application is attached as **Attachment I**. The applicant wishes to alter the design of the screen as shown in **Attachment H**.

The property is a registered Municipal Heritage Property and according to the Town's Alteration Guidelines for Municipally Registered Heritage Properties (**Attachment B**) the installation of a Utility Structure such as a heat pump is deemed to be a substantial alternation requiring Council's approval by means of a Heritage Permit.

2. ISSUES AND OPTIONS ANALYSIS

The applicant did not conform to the Heritage Permit issued on October 23, 2019 and enclosed as **Attachment G**. The screen is not designed as submitted in the application.

Upon being notified of the discrepancy, the applicant has requested the Town's consideration for an amendment to the Certificate of Appropriateness and Heritage Permit for the installed screen as presented and as shown in **Attachment H**.

There are basically two options to consider:

- 1) To recommend that Council refuse the request to amend the Heritage Permit issued on October 23rd, 2019.
- 2) To recommend that Council approves the issuance of an amended Heritage Permit for the revised design of the heat pump screen as submitted.

3. **FINANCIAL IMPACT**

The enforcement into compliance with the original Heritage Permit issued on October 23, 2019 may have a financial impact on the Town's resources. However, it is important for the Town to maintain compliance with its by-laws and regulations. Though the enforcement may have a financial impact, the installed screen is considered not appropriate to the historic nature of the building and its streetscape, particularly in regards to its location as a prominent entrance point into the Old Town World Heritage Site.

The approval to accept the alternate design proposal for the heat pump screen and the issuance of an amended Heritage Permit (and subsequent amendment to the Certificate of Appropriateness) will have minimal impacts on the Town's resources.

4. **STRATEGIC PLAN RELEVANCE**

#4, FOSTER AN ENVIRONMENT FOR BUSINESS SUCCESS

C. To foster and maintain positive relationships with the business community we will:

- b)** Respond diligently to opportunities for questions from and concerns of business interest.

5. **RECOMMENDATION AND DRAFT MOTION**

To recommend that Council refuse the 112-118 Lincoln Street, Registered Municipal Heritage Property, request to amend the Heritage Permit issued on October 23rd, 2019 for a heat pump screen as shown in Attachment H and Attachment I.

Attachments:

- A:** Applicant's Original Application for a Heat Pump Installation
- B.** Alteration Guidelines for Municipally Registered Heritage Properties
- C.** 112-118 Lincoln Street – Statement of Significance
- D.** Old Town Heritage Conservation District By-law – Section 10
- E.** Property Deed Description

- F.** Survey Plan
- G.** Certificate of Appropriateness and Heritage Permit
- H.** Proposed Screen for Heat Pump
- I.** Application to Amend Heritage Permit

Acknowledged only by:

Bea Renton
Town Manager/Clerk



TOWN OF LUNENBURG
HERITAGE, DEVELOPMENT PERMIT AND ENCROACHMENT LICENSE APPLICATION FORM

Date: Sep 5, 2019

Civic Address: 118 Lincoln St.

PID: _____ ZONE: _____ HCD ARCH CONTRL MuDesHER

Applicant Information:

Name: Jack Cahn

Mailing Address: 118 Lincoln St. Lunenburg, NS B0J 2C0

Telephone: 902-329-5466 Cell: _____ Fax: _____

Email: jack@deepcryogenics.com

Property Owner Information: Same as applicant/owner

Name: Scott Sherman

Mailing Address: Eleven Eleven Group of Companies Boston, MA

Telephone: 617-267-1100 Cell: 902-634-1100 Fax: _____

Email: srsherman@elevenelevencos.com

Proposed Use and Construction:

Current use:

- Single-unit dwelling Describe: _____
- Multiple occupancy Describe: _____
- Commercial Describe: Installation of single heat pump
- Institutional Describe: _____
- Other Describe: _____

Proposed use:

- No change
- Change to _____

Proposed scope of project:

1. Installation of single heat pump on west side of building within Screen as shown attached. Ducting will be painted pale grey similar to the electrical conduit pipes. No exterior building modifications will be necessary. No internal modifications, other than installation of a single ducting head, will be necessary.

Contractor Information: Same as applicant; or

Name: SeaCoast HVAC Telephone: 902-543-7994

Email: doug@thenoddinggroup.ca Cell: _____

Documentation attached:

- Site Plan showing distances to lot lines
- Photograph of existing conditions
- Elevation drawings
- Other _____

Permits/Fees:

- Old Town Heritage Certificate of Appropriateness (free)
- Heritage Permit (free)
- Development Permit (free)
- Encroachment License (\$100.00)
- Indemnification Agreement for a portable/sandwich board sign

Applicant Declaration:

I solemnly declare:

1. That I am the authorized agent of the owner/the owner named in this application for a permit.
2. If the owner is a corporation or partnership, I have the authority to sign for the corporation or partnership.
3. That the plans and specifications submitted are prepared for the construction or alteration of the building or buildings described.
4. The information contained in this application, attached schedules, attached plans and specifications, and other attached documentation is true to the best of my knowledge and made with a full knowledge of the circumstances connected with the same.
5. It is clearly understood by the undersigned that this is only an application and does not authorize the applicant to proceed with any work until all required permits are issued.
6. It is clearly understood by the undersigned that the changes in the design must be submitted for approval prior to construction.

Signature of Authorized Applicant: Jack Cahn Date: 9/5/19

OFFICE USE ONLY

Permits required for this project:

- Development Permit
- Encroachment License (GEMC \$100.00)
- Indemnification agreement for a portable/sandwich board sign
- Heritage Permit
- Old Town Certificate of Appropriateness
- Building Permit (under separate application)



Location



Proposed Screen

ATTACHMENT B

Alteration Guidelines for Municipally Registered Heritage Properties Town of Lunenburg As Recommended by HAC and Approved by Council February 13, 2006

1.0 Scope

These guidelines apply to all municipally registered heritage properties in the Town of Lunenburg, whether located outside of or inside the Heritage Conservation District.

2.0 Background

The Heritage Property Act allows municipalities to identify and protect structures of heritage significance. The Lunenburg Heritage Advisory Committee, established in March of 1981, has registered sixty-one (61) properties following a request from the owner and investigation by the Heritage Advisory Committee. These properties are located throughout Town, including within the Heritage Conservation District. The adoption of the Heritage Conservation Plan and By-law in 2000 effectively registered all of the buildings within the Heritage Conservation District, so further individual registrations within the Heritage Conservation District are not possible.

For those individually registered properties within the District, both a Heritage Permit and a Certificate of Appropriateness issued under the Heritage Conservation By-law are required for any external alterations.

3.0 Process

All applications to alter a registered heritage property shall be made to the Heritage Officer, who will review each application and determine whether the proposed change is a substantial or non-substantial alteration. If the Heritage Officer is unable to determine whether a proposed change is substantial or non-substantial, the application shall follow the process for a substantial change.

If the proposed changes are determined by the Heritage Officer to be non-substantial, the Heritage Officer will send a letter to the applicant advising that a Heritage Permit is not required.

If the proposed changes are determined to be substantial, a report will be prepared by the Heritage Officer for consideration by the Heritage Advisory Committee and recommendation to Council.

4.0 Substantial and Non-Substantial Alterations

For clarity, both substantial and non-substantial alterations are listed. Any non-substantial alteration must meet the criteria of the Heritage Conservation District Guidelines.

The following shall be considered substantial alterations:

- additions, including porches, verandas, entries, stairways and dormers
- addition or removal of windows or window openings
- changes to the openings for doors or windows
- change in roof pitch or style (including pitch or style of a dormer)
- removal of porches, verandas, entries, stairways, dormers, windows, trim materials of any type, or chimneys
- change in style or design of railing or guards on porches or stairs
- addition of an accessory building
- addition of utilities such as air conditioning units, kitchen vents

- landscaping elements such as stairways which are not connected to the main building
- re shingling of roofs where not required for maintenance, including changes in the type of shingle
- the installation of turf stone (added by motion of Council May 25, 2006)
- the addition of utility structures (added by motion of Council March 27, 2008)

The following shall be considered non-substantial alterations:

- changes in storm windows from painted wood to aluminum
- fences which meet the criteria of the Heritage Conservation District Guidelines
- replacement/repair where no changes are intended
- use of vinyl window inserts if no other changes taking place
- replacement of shingles with clad board with the same exposure, and clad board with shingles
- placement of commercial advertising signs
- items which the Heritage Officer considers to be maintenance (ie. reshingle roof if needed)
- replacement of doors or storm doors with doors which meet the Heritage Conservation Guidelines
- replacement of non-traditional elements with traditional (ie clad concrete steps with wood; shingle a wall now covered in plywood)
- addition of glass doors inside wooden storm doors (added by motion of Council September 28, 2006)
- wooden rain barrels and other minor accessory structures (added by motion of Council November 10, 2006)
- the installation of wooden gutters (September 29, 2009)

ATTACHMENT C

112-118 Lincoln Street

112-118 Lincoln Street, Lunenburg, Nova Scotia, B0J, Canada

Formally Recognized: 1993/02/25



South façade



Front façade



West end of building

OTHER NAME(S)

The Wamboldt Building

112-118 Lincoln Street

LINKS AND DOCUMENTS

[Overview of Lunenburg, including architectural tour and town history provided by the Town of Lunenburg.](#)

CONSTRUCTION DATE(S)

1907/01/01 to 1907/12/31

LISTED ON THE CANADIAN REGISTER: 2004/10/14

STATEMENT OF SIGNIFICANCE

DESCRIPTION OF HISTORIC PLACE

112-118 Lincoln Street is a commercial property located on a triangular lot where Pelham and Lincoln Streets meet on the edge of Old Town Lunenburg, a Heritage Conservation District in Lunenburg, NS. Built at the turn of the twentieth century, 112-118 Lincoln Street is a wooden building with access from both façades that are two storeys high on the Lincoln Street side and three storeys on the Pelham Street side. Designation covers the building and surrounding property.

HERITAGE VALUE

112-118 Lincoln Street is valued as an example of commercial architecture in Old Town Lunenburg and as an integral addition to the Lincoln Street streetscape. Built in 1907, this building was first owned by Lemuel Wamboldt, a Lunenburg tinsmith who had developed a large clientele on the south shore of Nova Scotia over the previous twenty years. It has been used for a variety of businesses since that time, including a general store and a drycleaner. The building retains many original features, including large storefront windows, the doors on the Lincoln Street façade, and the larger service doors on Pelham Street. The interior retains its pressed tin ceilings that were installed by Wamboldt, and are in excellent condition.

The building derives its unusual shape from the acute angle at the lot's west end where Pelham and Lincoln Streets meet. The builder made use of this angle and the steep slope to put in a full blind bay at this end of the building, where Wamboldt's business sign was originally placed. This intersection is a major crossroads in Lunenburg, and 112-118 Lincoln Street acts as an introduction to the Lincoln and Pelham Streets commercial district.

Source: Heritage Designation File 66400-40-28, Town of Lunenburg.

CHARACTER-DEFINING ELEMENTS

Character-defining elements of 112-118 Lincoln Street relate to its role as a commercial building and as an anchor of the Lincoln Street commercial streetscape, and include:

- the location of the building on a steep and narrow lot at the junction of Lincoln and Pelham Streets, with a large two-storey bay facing the intersection;
- original windows designed for commercial use, including large shopfront windows with heavy moulded trim on the first floor on Lincoln Street, symmetrically placed second and third storey windows, large windows in the bay ends, and multi-paned transom windows on the Lincoln Street shop windows and doors;
- original doors designed for commercial use, including central double-hung doors on the Lincoln Street façade

and a large service bay door with multi-paned windows;- access from both Lincoln Street and Pelham Street, which are Lunenburg's busiest commercial streets;

- clapboard cladding, with cornerboards and endboards that follow the slope of the western end of the building, accentuating the large western end bay;
- interior details, especially the pressed tin ceiling installed by the original owner.

RECOGNITION

JURISDICTION

Nova Scotia

RECOGNITION AUTHORITY

Local Governments (NS)

RECOGNITION STATUTE

Heritage Property Act

RECOGNITION TYPE

Municipally Registered Property

RECOGNITION DATE

1993/02/25

HISTORICAL INFORMATION

SIGNIFICANT DATE(S)

n/a

THEME - CATEGORY AND TYPE

Developing Economies

Trade and Commerce

FUNCTION - CATEGORY AND TYPE

CURRENT

HISTORIC

Commerce / Commercial Services

Shop or Wholesale Establishment

ARCHITECT / DESIGNER

n/a

BUILDER

n/a

ADDITIONAL INFORMATION

LOCATION OF SUPPORTING DOCUMENTATION

Town of Lunenburg, 119 Cumberland Street, P.O. Box 129, Lunenburg, Nova Scotia, B0J 2C0

**CROSS-REFERENCE TO COLLECTION
FED/PROV/TERR IDENTIFIER**

37MNS0028

STATUS

Published

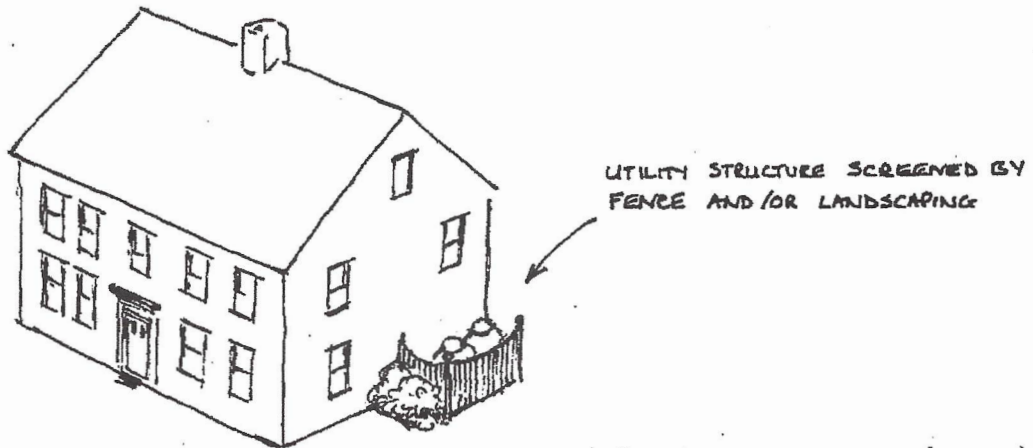
ATTACHMENT "D"

10.0 UTILITY STRUCTURES

10.1 Screening required

Utility structures such as fuel tanks, garbage containers, air conditioning units, heat pumps, electrical transformers, and other mechanical equipment shall be permitted in the heritage conservation district subject to the following conditions:

- .1 Utility structures shall not be located on the front facade of buildings or in the front yard.
- .2 Where utility structures are visible from an adjacent public street, they shall be screened by a board fence, lattice fence and/or planted landscape material.



These conditions do not apply in the waterfront industrial area.

10.2 Satellite dishes

Satellite dishes are permitted in the heritage conservation district but should be located out of view from the public street.

Ground mounted satellite dishes shall not be located in a front yard and, if visible from a public street, shall be screened by a fence or planted landscape material.

No satellite dish shall be attached to the front wall or the front roof of a building.

Small satellite dishes (36" diameter or less) are preferred to large dishes.

For the purposes of this section, where a building is located on a corner lot, the terms front wall, front yard, and front roof include the side yard, side wall, or side roof facing the flanking street.

ATTACHMENT "E"

SCHEDULE "A"

ALL that certain lot, piece, parcel of land described in a Deed from Merrill L. Strong and Judith M. Strong to Edgar Nelson Blinn and Margaret Thelma Blinn dated the 28th day of August, 1992, and recorded at the Bridgewater Registry of Deeds on the 1st day of September, 1992, in Book 528 at Page 464 under Document Number 6702, and therein described as follows;

ALL that piece or portion of land conveyed by Herbert V. Zinck and Phyllis J. Zinck to Merrill and Judith Strong by Deed dated September 15, 1980 and recorded in the Bridgewater Registry of Deeds in Book 287 at Page 351 under No. 7102 and therein more particularly described as follows:

ALL that certain piece or parcel of land with a shop or building thereon in the Town of Lunenburg known as part of lot Number 13 in the Third Division and set apart according to a Plan and Survey made by John P. Lawson, County Surveyor, dated 19th. day of July, 1862, said lot being bounded Westwardly by the road leading out from Pelham Street beginning at the Eastern corner wall of the Wamboldt building (so-called) distant from the Southern corner of Pelham and Kaulback Streets One Hundred feet;

THENCE from said Eastern wall of said Wamboldt building Westwardly along the said extension of said Pelham Street until it meets the point of said lot "Jib Shaped" at the junction of Lincoln and Pelham Streets;

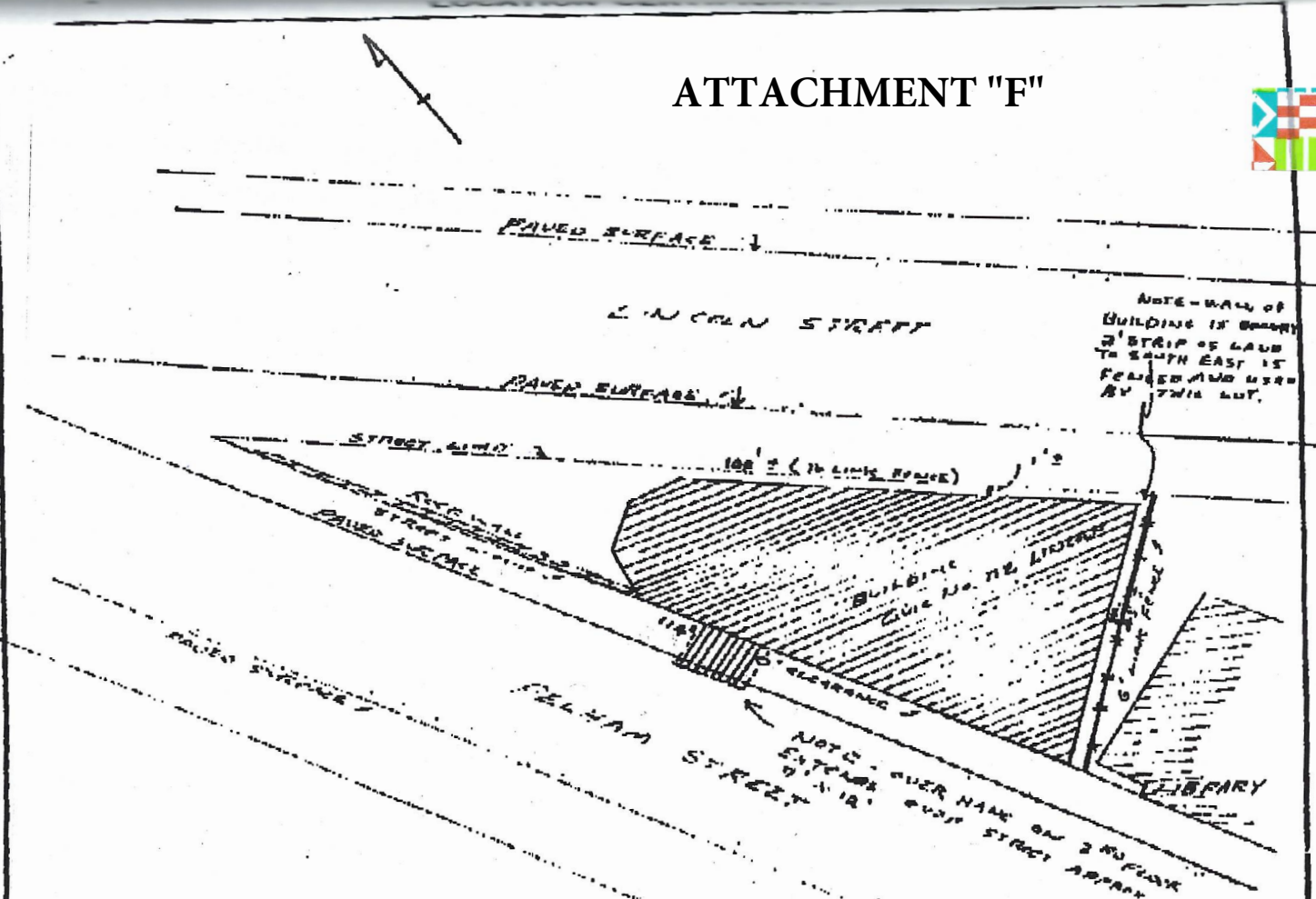
THENCE from said last named point of junction along Lincoln Street Eastwardly One Hundred and Six feet to the said Eastern corner wall of said Wamboldt building distant from said Eastern corner of said Kaulback and Lincoln Streets Sixty-eight feet;

THENCE along said wall of said Wamboldt building to place of beginning, together with the use and enjoyment of a parallel strip of land Two Feet in width alongside the Eastern wall of said Wamboldt building from said Lincoln Street to said Pelham Street for the purposes of repairing and to be used in common with one C.E. Kaulback.

Being the same lands and premises as conveyed to Lawrence L. Hebb by Joshua M. Huntley and wife by Deed bearing date the 1st. day of November, A.D., 1945, which said Deed has been duly recorded in the Office of the Registrar of Deeds at Bridgewater, N.S. in Book 112 at Page 510 under Number 772.

Subject to a Mortgage in favour of the Business Development Bank of Canada as recorded at the Bridgewater Registry of Deeds, Lunenburg County, in Book 616 at Page 509 under Document #3718; to be assumed by the Grantee herein.

ATTACHMENT "F"



NOTE 1. CLEARANCES SHOWN ARE PERPENDICULAR TO THE BOUNDARY AND ARE TO THE CLOSEST CORNERS OF THE STRUCTURE
 2. CLEARANCES ARE DEFINED TO A TOLERANCE OF 3/64" FT. SCALE 1" = 20'

TO: IRGAR M. GLINN & U.S. MORTGAGE CORPORATION
 RE: LOCATION OF BUILDING LOCATED ON PROPERTY OF MERRILL & JUDITH SLEMON, CIVIC NO. 112 LINCOLN STREET, FORT STANBROOK, N.S.

I HAVE SUPERVISED AN INSPECTION OF THE SUBJECT LANDS AND HAVE CAUSED SUCH MEASUREMENTS TO BE MADE AS I DEEMED NECESSARY TO CERTIFY THAT:

- (1) THE BUILDING SHOWN HEREON IS LOCATED ENTIRELY WITHIN THE BOUNDARIES OF THE SUBJECT LANDS AS SAID BOUNDARIES ARE DEFINED BY PELHAM STREET ON SOUTHWEST, LINCOLN STREET ON NORTH EAST, 100' ± FENCE ON SOUTH EAST.
- (2) CULTURAL FEATURES SHOWN HEREON ARE LOCATED TO PLOTTING ACCURACY UNLESS SPECIFICALLY DIMENSIONED.
- (3) ALL EASEMENTS, DOCUMENTED IN THE DEED RECORDED IN BOOK 787 PAGE 351 IN THE COUNTY OF CUMBERLAND, ARE REFLECTED HEREON.

NO FURTHER CERTIFICATION OR ASSURANCE IS IMPLIED BY OR TO BE INFERRED FROM THIS DOCUMENT.

THIS DOCUMENT IS NOT TO BE USED FOR BOUNDARY DEFINITION OR CONVEYANCING PURPOSES.



Lester W. Berrigan
 NOVA SCOTIA LAND SURVEYOR NO. 409

P.O. Box 418
 Bridgewater, N.S.
 B4V 2X6

Office
 Station No.
 543-5695

Aug. 25, 1998
 DATE

Attachment "G"



119 Cumberland Street
P.O. Box 129
Lunenburg, Nova Scotia
Canada B0J 2C0

www.explorelunenburg.ca

TOWN OFFICE
902-634-4410

ELECTRIC UTILITY
902-634-4410

FIRE DEPARTMENT
902-634-8343

PUBLIC WORKS
902-634-8992

RECREATION
902-634-4006

FACSIMILIE
902-634-4416

October 23, 2019

Jack Cahn
118 Lincoln Street,
Lunenburg, N.S.,
B0J 2C0

Dear Mr. Cahn:

**Re: 112-118 Lincoln Street, Lunenburg, NS
PID 60061280, AAN 05050537**

Please find enclosed Certificate of Appropriateness #COA 19095 as well as Heritage Permit #19095 for the installation of a heat pump at 112-118 Lincoln Street complete with Screen.

This Certificate certifies that your heat pump conforms to the Town's Heritage Conservation District By-law.

The Certificate has been forwarded to Dawn Sutherland, Development Officer for review and issuance of the Development Permit, if required, and MODL Building Official for issuance of a Building Permit, if required.

If you are carrying out any electrical work, please contact Town of Lunenburg Electric Utility at 634-4410 for an Electrical Wiring Permit.

Before beginning your project, please ensure you have received all applicable permits.

If you have any questions, please contact me at your convenience.

Thank you for your cooperation and assistance.

With best regards,

Arthur MacDonald
Heritage Manager
902-634-4410 ext 234
amacdonald@explorelunenburg.ca

Enclosed (1) – Certificate of Appropriateness

UNESCO *World Heritage Site*

TOWN OF LUNENBURG:
CERTIFICATE OF APPROPRIATENESS

(For buildings in the Lunenburg Old Town Heritage Conservation District)

Certificate #:	COA 19095
Date:	October 23, 2019
Civic Address:	112-118 Lincoln Street
PID#:	60061280
AAN#:	05050537
Applicant:	Jack Cahn
Owner:	Scott Richard Sherman - Eleven Eleven Properties

Description of Authorized Work:

For the installation of a heat pump (utility structure) complete with screen at 112-118 Lincoln Street as requested in your application dated September 5, 2019 in conformity with the Town's Heritage Conservation District By-law and as approved by Council on October 22, 2019 with the following conditions:

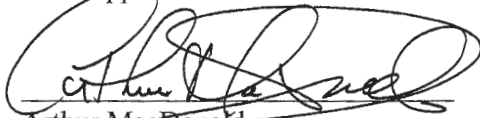
- 1) Provided the heat pump is located on the West Elevation as submitted;
- 2) Provided the heat pump is screened as submitted; and
- 3) Provided the conduit pipes for the heat pump are coloured in a similar colour as the electrical conduit pipes as submitted.

Construction must be in strict conformity with the attached submission. Any changes require submission of revised plans and approval of the Town in the form of an amended Certificate of Appropriateness. Please contact the undersigned when this work is completed for a follow up inspection.

This Certificate of Appropriateness expires one year after the approved date, but may be renewed upon request if the development has not been carried out.

Please remember that you may still require a Town of Lunenburg Development Permit, Building Permit, Electrical Permit and/or Occupancy Permit. To contact the Development Officer, Building Inspector or Electrical Inspector for more information, please call 902-634-4410.

Encl. Application Submission.



Arthur MacDonald
Heritage Manager
Town of Lunenburg
PO Box 129, 119 Cumberland Street
Lunenburg, NS, B0J 2C0
902-634-4410 ext 234 902-634-4416/fax
amacdonald@explorelunenburg.ca
www.explorelunenburg.ca

TOWN OF LUNENBURG:
HERITAGE PERMIT

Permit #: 19095
Date: October 23, 2019
Civic Address: 112-118 Lincoln Street
PID#: 60061280
AAN#: 05050537
Applicant: Jack Cahn
Owner: Scott Richard Sherman - Eleven Eleven Properties

Description of Authorized Work: For the installation of a heat pump complete with screen in conformity with the Heritage Conservation District By-law and the attached Certificate of Appropriateness.

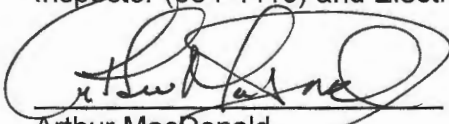
The issuance of this Heritage Permit was approved by the Lunenburg Town Council on October 22, 2019 as per the Heritage Property Act with the following conditions.

- 1) Provided the heat pump is located on the West Elevation as submitted;
- 2) Provided the heat pump is screened as submitted; and
- 3) Provided the conduit pipes for the heat pump are coloured in a similar colour as the electrical conduit pipes as submitted.

This Heritage Permit expires one year after the approved date, but may be renewed upon request, if, the development has not been carried out.

Any changes require submission of revised plans and approval of the Town in the form of an amended Heritage Permit. Please contact the undersigned when this work is completed for a follow up inspection.

Please remember that you may still require a Town of Lunenburg Development Permit, Building Permit, Electrical Permit and/or Occupancy Permit. Contact the Town Building Inspector (634-4410) and Electrical Inspector (634-8311) for more information.



Arthur MacDonald
Heritage Manager
902-634-4410 ext 234
amacdonald@explorelunenburg.ca



TOWN OF LUNENBURG
HERITAGE, DEVELOPMENT PERMIT AND ENCROACHMENT LICENSE APPLICATION FORM

Date: Sep 5, 2019

Civic Address: 118 Lincoln St.

PID: _____ ZONE: _____ HCD ARCH CONTRL MuDesHER

Applicant Information:

Name: Jack Cahn

Mailing Address: 118 Lincoln St. Lunenburg, NS B0J 2C0

Telephone: 902-329-5466 Cell: _____ Fax: _____

Email: jack@deepcryogenics.com

Property Owner Information: Same as applicant/owner

Name: Scott Sherman

Mailing Address: Eleven Eleven Group of Companies Boston, MA

Telephone: 617-267-1100 Cell: 902-634-1100 Fax: _____

Email: srsherman@elevenelevencos.com

Proposed Use and Construction:

Current use:

- Single-unit dwelling Describe: _____
- Multiple occupancy Describe: _____
- Commercial Describe: Installation of single heat pump
- Institutional Describe: _____
- Other Describe: _____

Proposed use:

- No change
- Change to _____

Proposed scope of project:

1. Installation of single heat pump on west side of building within Screen as shown attached. Ducting will be painted pale grey similar to the electrical conduit pipes. No exterior building modifications will be necessary. No internal modifications, other than installation of a single ducting head, will be necessary.

Contractor Information: Same as applicant; or

Name: SeaCoast HVAC Telephone: 902-543-7994

Email: doug@thenoddinggroup.ca Cell: _____

Documentation attached:

- Site Plan showing distances to lot lines
- Photograph of existing conditions
- Elevation drawings
- Other _____

Permits/Fees:

- Old Town Heritage Certificate of Appropriateness (free)
- Heritage Permit (free)
- Development Permit (free)
- Encroachment License (\$100.00)
- Indemnification Agreement for a portable/sandwich board sign

Applicant Declaration:

I solemnly declare:

1. That I am the authorized agent of the owner/the owner named in this application for a permit.
2. If the owner is a corporation or partnership, I have the authority to sign for the corporation or partnership.
3. That the plans and specifications submitted are prepared for the construction or alteration of the building or buildings described.
4. The information contained in this application, attached schedules, attached plans and specifications, and other attached documentation is true to the best of my knowledge and made with a full knowledge of the circumstances connected with the same.
5. It is clearly understood by the undersigned that this is only an application and does not authorize the applicant to proceed with any work until all required permits are issued.
6. It is clearly understood by the undersigned that the changes in the design must be submitted for approval prior to construction.

Signature of Authorized Applicant: Jack Cahn Date: 9/5/19

OFFICE USE ONLY

Permits required for this project:

- Development Permit
- Encroachment License (GEMC \$100.00)
- Indemnification agreement for a portable/sandwich board sign
- Heritage Permit
- Old Town Certificate of Appropriateness
- Building Permit (under separate application)



Location



Proposed Screen

ATTACHMENT H
Proposed Screen for Heat Pump

Proposed screen as original submitted in application dated September 5th, 2020, as approved by Council on October 22nd, 2019, and attached to Certificate of Appropriateness and Heritage Permit issued on October 23rd, 2019.



Heat pump screen that has been erected and requesting approval:





**TOWN OF LUNENBURG
HERITAGE, DEVELOPMENT PERMIT AND ENCROACHMENT LICENSE APPLICATION FORM**

Date: 4/15/2020

Civic Address: 118 Lincoln St. Lunenburg

PID: _____ ZONE: _____ HCD ARCH CONTRL
MuDesHER

Applicant Information:

Name: Jack Cahn President, DCI

Mailing Address: 118 Lincoln St. Lunenburg

Telephone: 902-329-5466 Cell: _____ Fax: _____

Email: jack@deepcryogenics.com

Property Owner Information: Same as applicant/owner

Name: Scott Sherman

Mailing Address: 333 Bush Hill Rd. Milton, MA USA 02186

Telephone: 617-267-1100 Cell: _____ Fax: _____

Email: srsherman@eleveneleven.com

Proposed Use and Construction:

Current use:

Single-unit dwelling Describe: _____

Multiple occupancy Describe: _____

Commercial Describe: _____

Use approved _____

Institutional Describe: _____

Other Describe: _____

Proposed use:

No change

Change to _____

Proposed scope of project:

1. Please amend the project approval for COA 19095 and Heritage Permit 19095 to include the heat pump screen as currently installed. The design and color match are suitable for integration with the building's weathered appearance and general character. The original proposed screen design was ground located and did not

incorporate the weight or installation restrictions particular to the actual heat pump location. The current screen design allows better airflow for safe and efficient operation of the heat pump.

2.

Contractor Information:

Same as applicant; or

Name: Len's Plumbing and Heating Telephone: _____

Email: _____ Cell: _____

Documentation attached:

- Site Plan showing distances to lot lines
- Photograph of existing conditions X
- Elevation drawings
- Other _____

Permits/Fees:

- Old Town Heritage Certificate of Appropriateness (free)
- Heritage Permit (free)
- Development Permit (free)
- Encroachment License (\$100.00)
- Indemnification Agreement for a portable/sandwich board sign

Applicant Declaration:

I solemnly declare:

1. *That I am the authorized agent of the owner/the owner named in this application for a permit.*
2. *If the owner is a corporation or partnership, I have the authority to sign for the corporation or partnership.*
3. *That the plans and specifications submitted are prepared for the construction or alteration of the building or buildings described.*
4. *The information contained in this application, attached schedules, attached plans and specifications, and other attached documentation is true to the best of my knowledge and made with a full knowledge of the circumstances connected with the same.*
5. *It is clearly understood by the undersigned that this is only an application and does not authorize the applicant to proceed with any work until all required permits are issued.*
6. *It is clearly understood by the undersigned that the changes in the design must be submitted for approval prior to construction.*

Signature of Authorized Applicant: *Jack Cahn* Date: 4/13/2020

OFFICE USE ONLY

Permits required for this project:

- Development Permit
- Encroachment License (GEMC \$100.00)
- Indemnification agreement for a portable/sandwich board sign
- Heritage Permit
- Old Town Certificate of Appropriateness
- Building Permit (under separate application)

DRAFT OPERATING BUDGET COVID 19 PANDEMIC REVIEW OF 2020/21 FISCAL YEAR





DRAFT OPERATING BUDGET REVIEW OF 2020/21 FISCAL YEAR

Due to the COVID 19 Pandemic, the Draft 2020/21 Budget has been updated to ensure that we continue to provide essential municipal services. The Version 2 Draft Budget still focuses on Waste Water Treatment as Council's budget priority, however a critical review of the draft budget has been undertaken to ensure business continuity during this crisis.



DRAFT OPERATING BUDGET REVIEW OF 2020/21 FISCAL YEAR

At the November 26, 2019 Council Meeting the following budget directives were approved:

The budget priority initiative for 2020/21 is the Waste Water Treatment and Collection improvements and upgrades.

The 2020/21 budget will be drafted at the current service levels.

The 2020/21 tax rate will be drafted for Council's approval as per the Budget Policy which will incorporate the assessment changes for 2020.



DRAFT OPERATING BUDGET REVIEW OF 2020/21 FISCAL YEAR

With the COVID pandemic the budget has been revised while continuing to carry out the direction Council provided for fiscal 2020/21.

Prior to the pandemic there had been three Special Council Meetings to review the Draft Budget for fiscal 2020/21.

Today's presentation focuses on the changes to the budget since it was last reviewed by Council at the March 10, 2020 meeting and the impacts of the current pandemic and resulting economic downturn.

2020/21 DRAFT TOWN EXPENDITURES VERSION 2



Total Projected Expenditures Version 1	\$7,476,700
Total Projected Expenditures Version 2	<u>7,103,300</u>
Decrease	<u>(373,400)</u>

2020/21 DRAFT TOWN EXPENDITURES VERSION 2



GENERAL GOVERNMENT	
Version 1	\$508,050
Version 2	<u>488,850</u>
Budget Revisions	<u>(19,200)</u>
Council Conferences, Training & Travel	(\$6,200)
HR and Meeting Pay	(\$9,900)
Fuel	(\$1,600)
Legal Services	(\$1,500)

2020/21 DRAFT TOWN EXPENDITURES VERSION 2



<u>OTHER PROTECTIVE</u>	
Version 1	\$928,600
Version 2	<u>914,800</u>
Budget Revisions	<u>(13,800)</u>
By-law Enforcement	(\$6,000)
Building Inspection	(\$6,000)
Legal Services	(\$1,800)

2020/21 DRAFT TOWN EXPENDITURES VERSION 2



FIRE PROTECTION BUDGET	
Version 1	\$694,300
Version 2	<u>683,400</u>
Budget Revisions	<u>(10,900)</u>
Savings on tax rate due to District 1 & 2 Cost Sharing	(5,150)
Fire Prevention Advertising	(\$300)
HR/Meeting Pay	(\$900)
Heating Fuel/Gas	(\$2,700)
Legal Services	(\$200)
Conventions & Training	(\$6,800)

2020/21 DRAFT TOWN EXPENDITURES VERSION 2



<u>TRANSPORTATION SERVICES</u>	
Version 1	\$1,025,700
Version 2	<u>959,000</u>
Budget Revisions	<u>(\$66,700)</u>
HR/Meeting Pay	(\$49,200)
Legal Services	(\$3,000)
Equipment Repairs	\$4,500
Gas	(\$4,000)
Crack Sealing Streets	(\$10,000)
Parking Meters Supplies	(\$5,000)

2020/21 DRAFT TOWN EXPENDITURES VERSION 2



ENVIRONMENTAL HEALTH SERVICES	
Version 1	\$1,359,000
Version 2	<u>1,358,600</u>
Budget Revisions	<u>(400)</u>
Meeting Pay/HR	(\$1,800)
Building Maintenance	\$1,800
Legal Services	(\$400)

2020/21 DRAFT TOWN EXPENDITURES VERSION 2



ENVIRONMENTAL DEVELOPMENT SERVICES	
Version 1	\$530,000
Version 2	<u>491,900</u>
Budget Revisions	<u>(38,100)</u>
HR/Meeting Pay/Training	(\$2,600)
Advertising & Stationary	(\$1,500)
Legal Services	(\$5,900)
Fuel	(\$6,600)
Repairs & Maintenance	(\$5,000)
Tourism Expenses	(\$1,500)
Academy Foundation Grant	(\$15,000)

2020/21 DRAFT TOWN EXPENDITURES VERSION 2



<u>Recreation and Cultural Services</u>	
Version 1	\$843,800
Version 2	<u>788,300</u>
Budget Revisions	<u>(55,500)</u>
HR/Meeting Pay/Training	(\$12,300)
Park Supplies	(\$1,000)
Legal	(\$6,900)
Fuel	(\$1,400)
Splash Pad Operations	(\$6,000)
Repairs & Maintenance	(\$13,800)
Programming	(\$4,800)

2020/21 DRAFT TOWN EXPENDITURES VERSION 2



<u>Recreation and Cultural Services (continued)</u>	
Small Capital	(\$1,600)
Electricity	(\$200)
Heritage Supplies	(\$1,000)
Library	(\$2,200)
Public Celebrations	(\$2,800)
UNESCO Promotion	(\$1,500)

2020/21 DRAFT TOWN EXPENDITURES VERSION 2



<u>Fiscal Services</u>	
Version 1	\$1,587,250
Version 2	<u>1,418,450</u>
Budget Revisions	<u>(\$168,800)</u>
Insurance Tender Savings	(\$20,000)
Reserve Transfers	(\$40,000)
Capital from Revenue	(\$58,800)
Deed Transfer Tax	(\$50,000)

2020/21 DRAFT TOWN GENERAL REVENUE VERSION 2



Revenues	
Total Projected Revenue Version 1	\$7,476,700
Total Revised Revenue Version 2	<u>7,103,300</u>
Decrease	<u>(373,400)</u>
<i>Details</i>	
Residential Taxable Assessment	(\$11,900)
Commercial Taxable Assessment	(\$16,500)
Seasonal Tourist Business	(\$1,100)
Resource Taxable Assessment	(\$100)
Deed Transfer Tax	(\$50,000)
Grant in Lieu of Taxes	(\$2,900)

2020/21 DRAFT TOWN GENERAL REVENUE VERSION 2



Revenues	
<i>Details</i> (continued)	
Tax Certificate Fees	(\$2,200)
Zoning Permits & Certificates	(\$700)
Parking Meter Revenue	(\$135,000)
Program Fees Recreation	(\$9,600)
Arena Rentals	(\$29,000)
Auditorium Rentals	(\$18,500)
Grounds Rental	(\$2,000)

2020/21 DRAFT TOWN GENERAL REVENUE VERSION 2



Revenues	
<i>Details</i> (continued)	
Building Permits, Other Licenses & Permits	(\$7,500)
Fines-Parking & Court	(\$7,500)
Rentals	(\$30,800)
Bank Interest	(\$3,000)
Interest on Taxes	(\$37,500)
Miscellaneous	(\$2,100)
District 1 & 2 Fire Commission	(\$5,500)

2020/21 DRAFT PROPOSED TAX RATES



RESIDENTIAL TAX RATE	
Approved 2019/20	\$1.351
Proposed 2020/21	\$1.346
COMMERCIAL TAX RATE	
Approved 2019/20	\$3.358
Proposed 2020/21	\$3.318
SEASONAL TOURIST TAX RATE	
Approved 2019/20	\$2.519
Proposed 2020/21	\$2.489

2020/21 DRAFT TOWN OPERATING REVENUES



Draft 2020/21 Sewage Collection and Disposal Expenditures and Revenue

Draft Sewage Collection and Disposal Expenditures	\$973,500
Debt Repayment	81,300
Transfer to Reserve	<u>50,000</u>
Total	<u>\$1,104,800</u>
<i>Rate options included in packet page #32</i>	

2020/21 DRAFT CAPITAL BUDGET & FUNDING



Total Town Capital Budget	\$1,938,400
<i>Detailed summary in packet page #100</i>	

TOWN OF LUNENBURG
2020/21 DRAFT OPERATING AND CAPITAL BUDGETS

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DRAFT

2020/21 BUDGET SUMMARY AND TAX RATES

	Approved Tax Rate	Increase (decrease) over prior year	% Change over prior year
Residential Tax Rate	\$1.346	(\$0.005)	-0.4%
Commercial Tax Rate	\$3.318	(\$0.040)	-1.2%
Seasonal Tourist Tax Rate	\$2.489	(\$0.030)	-1.2%

Tax Contribution Comparison

	2015/16	2016/17	2017/8	2018/19	2019/20	2020/21
Residential	62.7%	63.3%	64.2%	64.5%	65.6%	64.5%
Commercial	36.3%	35.1%	34.4%	34.3%	32.8%	33.7%
Seasonal Tourist	1.0%	1.0%	1.4%	1.2%	1.6%	1.8%
	<u>37.3%</u>	<u>36.1%</u>	<u>35.8%</u>	<u>35.5%</u>	<u>34.4%</u>	<u>35.5%</u>

2020/21 Budget Summary

Operating

Town General Operations	\$ 7,103,300
Water Utility Operations	1,646,500
Electric Utility Operations	6,840,500
	<u>15,590,300</u>

Capital

Town Capital Projects	1,938,400
Water Utility Capital Projects	238,500
Electric Utility Capital Projects	795,000
	<u>2,971,900</u>
	<u>\$ 18,562,200</u>

	Value as Shown on Roll	For Losses On Appeals**	Subtotal	(Grants in Lieu)	Net Taxable Assessment
RESIDENTIAL					
Residential Property	\$ 238,650,000	\$ (400,000)	\$ 238,250,000	\$ 30,000	\$ 238,280,000
Resource Property	497,000	-	497,000		497,000
Total Residential	<u>239,147,000</u>	<u>(400,000)</u>	<u>238,747,000</u>	<u>30,000</u>	<u>238,777,000</u>
COMMERCIAL					
Commercial Property	43,896,400	(420,000)	43,476,400	7,095,500	50,571,900
Seasonal Tourist Business	3,587,500		3,587,500	-	3,587,500
Business Occupancy	-	-	-	-	-
Total Commercial	<u>47,483,900</u>	<u>(420,000)</u>	<u>47,063,900</u>	<u>7,095,500</u>	<u>54,159,400</u>
Total Assessment	<u>\$ 286,630,900</u>	<u>\$ (820,000)</u>	<u>\$ 285,810,900</u>	<u>\$ 7,125,500</u>	<u>\$ 292,936,400</u>

** Appeals allowance is based on 10% of appeals filed.

Tax Levy

Expenditures	\$ 7,103,300
Less: Revenue Other than Tax Revenue	2,121,100
Tax Levy	<u>4,982,200</u>

Calculation of Tax Rates

Total Net Taxable Assessment	292,936,400
General Tax Rate	<u>1.70</u>

TAX RATE CALCULATION

Tax Levy	\$ 4,982,200
Residential Assessment	238,777,000
Residential Tax Rate	\$ 1.346
Residential Tax Levy	3,214,000
Commercial Tax Levy	1,768,200
Commercial Assessment	50,571,900
Seasonal Tourist Assessment	3,587,500
Commercial Tax Rate	\$ 3.318
Seasonal Tourist Business Tax Rate	\$ 2.489

Historical Tax Rates

	2017/18	2018/19	2019/20	2020/21	Change
Residential	\$1.333	\$1.344	\$1.351	\$1.346	-0.40%
Commercial	\$3.286	\$3.320	\$3.358	\$3.318	-1.20%
Seasonal Tourist	\$2.465	\$2.490	\$2.519	\$2.489	-1.20%

Properties Subject to Special Tax Agreements or Legislation

	Assessment	Taxes per Rate	Prov Grant
N.S. Dept. of Education (Fisheries Museum)*	\$ 3,672,100	\$ -	\$ 5,019
N.S. Dept. of Education (Bluenose Academy)	\$ 18,668,700	\$ -	\$ -

* The province is expected to pay a fire protection grant for the museum - \$5,019.
 The Bluenose Academy is charged the non-residential sewer rate per \$100/assessment as per the Town's Sewer By-Law.

Properties Whose Grant in Lieu of Taxes Varies With Tax Rate

Provincially Assessed Properties

	Assessment	Taxes per Rate	Actual GIL
Her Majesty the Queen (Dufferin Street/DNR)	\$ 7,066,800	\$ 234,476	\$ 234,476
Her Majesty the Queen (Green Street/DNR)	9,500	\$ 315	\$ 315
N.S. Trans. & Public Works (Mahone Bay Road)	5,300	\$ 176	\$ 176
N.S. Trans. & Public Works (Green Street)	11,000	\$ 365	\$ 365
N.S. Trans. & Public Works (Linden Avenue)	2,900	\$ 96	\$ 96
Total Commercial Exempt	\$ 7,095,500	\$ 235,428	\$ 235,428
Residential Exempt:			
Her Majesty the Queen (Green Street/DNR)	\$ 30,000	\$ 404	\$ 404

Federally Assessed Properties (nil)

Comparative Property Assessments & Tax Rates

	2020 # of Taxable Accounts	2019 # of Taxable Accounts	2020 Taxable Assessment*	2019 Taxable Assessment*	Difference
Residential	1194	1193	\$ 238,777,000	\$ 231,288,900	3.24%
Commercial	175	172	50,571,900	46,590,000	8.55%
Seasonal Tourist	9	8	3,587,500	3,021,100	18.75%
			\$ 292,936,400	\$ 280,900,000	4.28%

There are 1,194 Residential property accounts in the Town; 632 or 53% are capped.
 * Taxable Assessment is based on an appeals allowance of 10% of actual appeals plus estimated future appeals.

Tax Revenue

	Rates	Taxes		
Residential	\$1.346	\$ 3,214,000	1% Tax Revenue =	\$ 49,822
Commercial	3.318	1,678,900	\$0.01 Additional =	29,294
Seasonal Tourist	2.489	89,300	\$0.01 Residential =	23,878
			\$0.01 Commercial =	5,416
		\$ 4,982,200		

Property Sales Statistics

	2015/16	2016/17	2017/18	2018/19	2019/20* to Dec.31/19
Sales Value	\$ 16,950,212	\$ 14,440,611	\$ 19,412,900	\$ 22,347,378	\$ 34,386,238
# Properties	58	66	71	83	50

Seasonal Tourist Businesses

The Seasonal Tourist Business assessment class allows for qualifying businesses to be taxed at 75% of the commercial tax rate. There are currently 9 properties that qualify for this special assessment (vs.8 in 2019/20).

2020 Seasonal Tourist Assessment	\$ 3,587,500
2019 Seasonal Tourist Assessment	3,021,100
Assessment Increase	\$ 566,400

TOWN GENERAL - OPERATING REVENUE							
ACCOUNT #	NOTE #	DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTION	Notes to Budget V2 - COVID crisis
		TAXES					
		ASSESSABLE PROPERTY					
(11,900)	01-1-11-0000	1 RESIDENTIAL TAXABLE ASSESSMENT	\$ 3,206,900	\$ 3,218,800	\$ 3,118,100	\$ 3,123,200	
		COMMERCIAL					
(16,500)	01-1-11-2100	1 COMM TAXABLE ASSESSMENT	1,443,400	1,459,900	1,332,700	1,343,100	
(1,100)	01-1-11-2200	1 SEASONAL TOURIST BUSINESS	89,300	90,400	76,200	76,100	
		RESOURCE					
(100)	01-1-11-5100	1 RESOURCE TAXABLE ASSESSMENT	6,700	6,800	7,300	6,900	
			4,746,300	4,775,900	4,534,300	4,549,300	
		SPECIAL ASSESSMENTS					
		FRONTAGE RATES					
	01-1-12-1000	2 SEWER ANNUAL CHARGES	1,104,800	1,104,800	920,000	930,000	
		OTHER TAXES					
(50,000)	01-1-19-1100	DEED TRANSFER TAX	100,000	150,000	150,000	175,000	Reduced based on history during other previous recessions, does not impact current year as it for reserve transfer for 21/22 + capital
			1,204,800	1,254,800	1,070,000	1,105,000	
		BUSINESS PROPERTY					
	01-1-14-2100	3 BASED ON REVENUE - BELL ALIANT	18,000	18,000	19,000	18,000	
	01-1-62-8800	3.1 HST OFFSET GRANT	19,000	19,000	19,000	27,800	
			37,000	37,000	38,000	45,800	
		DEPARTMENT TOTAL	\$ 5,988,100	\$ 6,067,700	\$ 5,642,300	\$ 5,700,100	
		GRANTS IN LIEU OF TAXES					
		PROVINCIAL GOVERNMENT					
	01-1-23-0000	5 DEPT. OF TRANSPORTATION	\$ 700	\$ 700	\$ 700	700	
(2,900)	01-1-23-1300	5 HER MAJESTY THE QUEEN	235,200	238,100	231,600	231,600	
	01-1-23-3100	5 FIRE PROTECTION - MUSEUM/SCHOOL	5,000	5,000	5,000	5,000	
		DEPARTMENT TOTAL	\$ 240,900	\$ 243,800	\$ 237,300	\$ 237,300	
		SALES OF SERVICES					
		GENERAL GOV'T SERVICES					
(2,200)	01-1-41-0200	6 TAX CERTIFICATE FEES	\$ 2,300	\$ 4,500	\$ 4,500	\$ 4,500	Assuming a 50% reduction on property transactions
	01-1-41-0210	6 MORTGAGE COMPANY SERVICE CHARGE	4,000	4,000	4,000	4,000	
			6,300	8,500	8,500	8,500	
		ENVIRONMENTAL HEALTH SERVICES					
	01-1-44-0115	7 REGION 6 DIVERSION/MAP	14,000	14,000	14,000	14,000	
	01-1-44-0110	SALE OF COMPOSTAINERS	100	100	100	-	
			14,100	14,100	14,100	14,000	
		ENVIRONMENTAL DEVELOP. SERVICES					
(700)	01-1-46-0100	6 ZONING PERMITS & CERTIFICATES	700	1,400	1,300	1,400	Assuming a 50% reduction due to economic down turn
		RECREATION & CULTURAL SERVICES					
	01-1-47-0100	LIBRARY PHOTOCOPY REVENUE	450	450	450	500	
	01-1-47-0200	POSTER/ CD SALES	50	50	50	-	
			500	500	500	500	
		PROTECTIVE SERVICES					
	01-1-42-0200	6 FIRE SERVICES (RENTAL REVENUE)	100	100	100	-	
	01-1-42-0250	FIRE SERVICES (INSURANCE RECOVERY)	-	-	-	-	
			100	100	100	-	
		TRANSPORTATION SERVICES					
	01-1-43-0100	6 PW - LABOUR/EQUIPMENT (CHARGE-OUT)	25,000	25,000	25,000	25,000	
(135,000)	01-1-43-0200	6 PARKING METER REVENUE	50,000	185,000	179,000	138,000	Due to economic and/or travel restrictions, greatly reduced activity
			75,000	210,000	204,000	163,000	
			\$ 96,700	\$ 234,600	\$ 228,500	\$ 187,400	

TOWN GENERAL - OPERATING REVENUE							
ACCOUNT #	NOTE #	DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTION	Notes to Budget V2 - COVID crisis
-		LUNENBURG WAR MEMORIAL COMMUNITY CENTRE & ARENA					
-		ADMISSIONS					
-		ARENA					
-	01-1-47-1030	8 PUBLIC SKATING	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	
-		COMMUNITY CENTRE					
-	01-1-47-1110	9 PROGRAM FEES					
(3,000)		Drop-in Sport Programs	3,000	6,000	6,000	6,000	Assuming a possibility that either closed until Oct.1 or little activity when first opened back up
(1,700)		Weight Room Fees	1,600	3,300	3,300	3,000	Assuming a possibility that either closed until Oct.1 or little activity when first opened back up
(4,900)		Fitness Classes	4,900	9,800	9,800	9,800	Assuming a possibility that either closed until Oct.1 or little activity when first opened back up
-			15,500	25,100	25,100	24,800	
-		RENTALS					
-		ARENA					
(500)	01-1-47-2020	10 SKATE SHARPENING	500	1,000	1,000	\$ 500	Adjusted based on 19-20 & 18-19 actuals
-	01-1-47-2030	11 CANTEEN CONCESSION	-	-	-	-	
(5,100)	01-1-47-2040	12 MINOR HOCKEY	73,000	78,100	74,500	63,300	Adjusted based on 19-20 actuals
(14,100)	01-1-47-2050	13 HOCKEY, OTHER & PRACTICES	45,000	59,100	55,500	35,800	Adjusted based on 19-20 actuals
-	01-1-47-2060	14 FIGURE SKATING	-	-	-	-	
3,200	01-1-47-2070	15 SCHOOL SKATING	6,000	2,800	2,800	6,200	Adjusted based on 19-20 actuals
(500)	01-1-47-2080	16 OTHER SKATING	1,500	2,000	2,000	1,200	Adjusted based on 19-20 actuals
(5,000)	01-1-47-2090	17 SUMMER RENTALS	-	5,000	5,000	4,300	Assuming a possibility that either closed until Oct.1 or little activity when first opened back up
(5,000)	01-1-47-2091	17b FARMER'S MARKET (SPRING/SUMMER)	-	5,000	5,000	4,800	Assuming a possibility that either closed until Oct.1 or little activity when first opened back up
(2,000)	01-1-47-2095	18 SIGN RENTALS	4,000	6,000	6,000	6,200	Reduce based on economic downturn
-	01-1-47-3050	BEVERAGE MACHINE SALES	-	-	-	-	
-	01-1-47-3060	19 VENDING MACHINE-GUMBALL	200	200	200	200	
-		COMMUNITY CENTRE					
(15,000)	01-1-47-3020	20 AUDITORIUM RENTALS	10,000	25,000	30,000	24,800	Assuming a possibility that either closed until Oct.1 or little activity when first opened back up
-	01-1-47-3021	20b FARMER'S MARKET (FALL/WINTER)	7,500	7,500	7,500	8,400	
(3,500)	01-1-47-3030	21 MEETING ROOM/FITNESS STUDIO RENTALS	3,500	7,000	7,000	5,100	Assuming a possibility that either closed until Oct.1 or little activity when first opened back up
(2,000)	01-1-47-3040	22 GROUNDS RENTAL	-	2,000	2,000	1,000	Assuming a possibility that either closed until Oct.1 or little activity when first opened back up
-			151,200	200,700	198,500	161,800	
-		RENTAL - DISTRICT SCHOOL BOARD					
-	01-1-47-4010	24 SCHOOL BD. RENTAL OF AUDITORIUM/GROUNDS	32,600	32,600	32,400	32,400	
-		GRANTS - MUNICIPALITIES					
-	01-1-47-5050	26 OPERATING GRANT - MODL	30,000	30,000	40,000	30,000	
-	01-1-47-5051	CAPITAL GRANT - MODL (Community Centre Roof)	10,000	10,000	10,000	10,000	
-			40,000	40,000	50,000	40,000	
-		GRANTS - FEDERAL					
-	01-1-47-6010	27 EMPLOYMENT PROGRAM GRANT	-	-	-	-	
-		GRANTS - NS SPORT COMM.					
-	01-1-47-7010	28 PROGRAM GRANTS (After the Bell)	-	-	8,500	8,500	
-		GRANTS - OTHER					
-		JUMP START	-	-	-	-	
-		MISCELLANEOUS REVENUE					
-	01-1-47-8010	INTEREST	-	-	-	-	
-	01-1-47-8015	MISCELLANEOUS	400	400	400	400	
-		DONATIONS	-	-	-	-	
-			400	400	400	400	
-		TOTAL REVENUE - LWMCC & ARENA	\$ 239,700	\$ 298,800	\$ 314,900	\$ 267,900	

TOWN GENERAL - OPERATING REVENUE							
ACCOUNT #	NOTE #	DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTION	Notes to Budget V2 - COVID crisis
-		OTHER REVENUE/OWN SOURCES					
-	01-1-51-0000	LICENSES AND PERMITS					
-	01-1-51-4100	TAXI LICENSES	\$ 100	\$ 100	\$ 200	\$ 200	
-	01-1-51-6100	31 DOG LICENSES	1,200	1,200	1,200	1,200	
(5,000)	01-1-51-7100	31 BUILDING PERMITS	5,000	10,000	12,000	9,200	Assuming a 50% reduction due to economic down turn
(2,500)	01-1-51-9100	OTHER LICENSES & PERMITS	1,300	3,800	3,000	3,500	Removed any related to tourism
			7,600	15,100	16,400	14,100	
-		FINES					
(4,000)	01-1-52-0100	6 FINES-PARKING METER	2,500	6,500	6,500	6,900	Reduced, based on parking revenue reductions
(3,500)	01-1-52-0200	31 FINES-COURT FINES	3,500	7,000	7,000	7,000	Assumed 50% reduction
			6,000	13,500	13,500	13,900	
-		RENTALS					
(10,400)	01-1-53-0100	31 RENTALS AND LEASES	61,000	71,400	71,400	71,400	Adjusted based on anticipated revenues for the year
(20,400)	01-1-53-0110	31 RENTALS AND LEASES - Lun Academy	186,600	207,000	163,500	192,000	Adjusted based on anticipated revenues for the year
			247,600	278,400	234,900	263,400	
-		RETURN ON INVESTMENTS					
(3,000)	01-1-55-9100	31 BANK INTEREST	12,000	15,000	12,000	25,000	Lower rates and cash flows
-		PENALTIES & INTEREST ON TAXES					
(37,500)	01-1-56-2100	31 INTEREST ON TAXES	37,500	75,000	75,000	80,000	Interest relief period to June 30 & reduction of rate
-		MISCELLANEOUS					
(500)	01-1-59-0050	PIN & FLAG SALES/ETC.	500	1,000	1,000	1,000	50% re economic downturn
(1,800)	01-1-59-0100	31 DONATIONS	-	1,800	1,800	2,500	This was for the German Band concert which has been cancelled
			500	2,800	2,800	3,500	
			\$ 311,200	\$ 399,800	\$ 354,600	\$ 399,900	
-	01-1-60-0000	UNCONDITIONAL TRANSFERS/OTHER GOV'TS					
-	01-1-61-0000	FEDERAL GOVERNMENT					
-	01-1-62-0000	PROVINCIAL GOVERNMENT					
-		DEPARTMENT OF MUNICIPAL AFFAIRS					
-	01-1-62-8100	32 EQUALIZATION GRANT	50,000	50,000	50,000	50,000	
-	01-1-62-8600	FARM PROPERTY ACREAGE	100	100	100	100	
			\$ 50,100	\$ 50,100	\$ 50,100	\$ 50,100	
-		CONDITIONAL TRANSFERS/FED. OR PROV. GOV'TS					
-		FEDERAL GOVERNMENT					
200	01-1-71-7500	CANADA DAY GRANT	700	500	500	-	Possibility that restrictions may still be in place at the time of this event, net cost after grant \$300
			700	500	500	-	
-		PROVINCIAL GOVERNMENT					
-	01-1-75-5700	PROV NS - COMMUNITY ARTS AWARD	-	-	-	-	
-	01-1-72-1010	PROV NS (LA GOVERNANCE STUDY)	-	-	-	-	
-		PROTECTIVE SERVICES					
-	01-1-75-2500	CIVIC ADDRESSING PROV GRANT	1,000	1,000	1,000	1,000	
			1,000	1,000	1,000	1,000	
			\$ 1,700	\$ 1,500	\$ 1,500	\$ 1,000	
-		CONDITIONAL TRANSFERS/OTHER LOCAL GOV'T					
-	01-1-89-9450	DISTRICT SCHOOL BOARD - ELECTION	-	-	-	-	
-	01-1-89-9500	LUNENBURG ACADEMY FOUNDATION	-	-	-	-	
(5,500)	01-1-89-9900	33 DISTRICTS 1 & 2 FIRE COMMISSION	174,900	180,400	176,000	159,100	Adjusted due to expenditure reductions in fire service budget
			\$ 174,900	\$ 180,400	\$ 176,000	\$ 159,100	
		TOTAL REVENUE	\$ 7,103,300	\$ 7,476,700	\$ 7,005,200	\$ 7,002,800	
		NON PROPERTY TAX REVENUE	\$ 2,121,100	\$ 2,462,000	\$ 2,238,600	\$ 2,221,200	
		NON PROPERTY TAX REVENUE	-13.85%				
		NON PROPERTY TAX REVENUE	\$ (340,900)				

NOTES TO TOWN REVENUE ESTIMATES

1. 2020-21 Tax Revenues

2020-21 Tax Rates:

- \$TBA/\$100 Residential
- \$TBA/\$100 Commercial
- \$TBA/\$100 Seasonal Tourist Business

Historical Tax Rate Information

	Residential	Commercial
2020/21		
2019/20	\$1.351	\$3.358
2018/19	\$1.344	\$3.320
2017/18	\$1.333	\$3.286
2016/17	\$1.314	\$3.276
2015/16	\$1.314	\$3.276
2014/15	\$1.279	\$3.260
2013/14	\$1.279	\$3.260
2012/13	\$1.279	\$3.260

2. #01-1-12-9100 Sewer Annual Charges

Please see the Environmental Health Services notes for proposed 2020/21 rates.

3. #01-1-14-2100 Grant Bell Aliant

This is an annual grant based on annual revenues of Bell Aliant received from the 634 exchange for local service tolls.

3.1 #01-1-62-8800 HST Offset Grant

With the implementation of HST in 1997, the Town incurred additional costs. Previously the Town received 100% of the provincial tax back, now we receive only a 57.14% Provincial Tax Rebate. The province makes a grant to the Town to partially offset this additional cost.

4. #01-1-21-0000 Grants in Lieu - Federal Government

There are currently no Federally owned properties in the Town that are subject to Grants in Lieu of taxation.

5. #01-1-23-0000 Grants in Lieu - Provincial Government

The grant in lieu of taxes for various Provincial properties is based on assessment and tax rates. The following properties are eligible for a Grant in Lieu of taxes:

- Provincial Building on Green/Dufferin Street
- Land on Green Street
- Land on Mahone Bay Road
- Land on Linden Avenue

The Town also receives a Provincial grant for Fire Protection for the Museum property (estimate \$5,000 for 2020/21).

6. Sale of Services

#01-1-41-0200 Tax Certificate Fees

Administration fee for preparation of tax certificates.

#01-1-41-0210 Mortgage Company Service Charge

This revenue source was introduced in 2009/10 based on administration charges for providing additional tax bills and listings to mortgage companies. Mortgage companies require detailed listings in specific formats. Other municipalities also charge for this service to offset staff time. The fee for this service was increased in fiscal 18-19 to \$10 per account listing, it had previously been \$5.00 per account listing since the fee was introduced.

#01-1-42-0200 Fire Services

Fire Services is reimbursed for training seminars conducted as well as any billings for clean-up of gas spills, etc.

#01-1-43-0100 Transportation Services – PW Labour/Equipment Recovery

This account is used to record Public Works labour and equipment charges for the Water and Electric Utilities.

#01-1-43-0200 Transportation Services – Parking Meter Revenue

Parking Meter Revenue. There are currently approximately 240 meters.

Parking Meter Revenue and Expenses (Budget 2020/21)

<u>Revenue</u>	
Parking Meters	\$ 185,000
Parking Fines	6,500
	<u>\$ 191,500</u>
<u>Expenses</u>	
Public Works labour for coin collection	3,500
Administrative labour	4,000
Repairs, maintenance & supplies	20,000
Advertising	400
Interest on capital loan	200
	<u>\$ 28,100</u>
Net revenue	<u><u>\$ 163,400</u></u>
By-Law Enforcement costs	<u><u>\$ 6,000</u></u>
(See: Other Protective Services Budget)	

#01-1-46-0100 Environmental Development Services – Zoning Permits

Zoning agreements, certificates and permits.

7. #01-1-44-0115 Region 6 Diversion / Municipal Approved Programs

Revenue to the Town to assist with Public education, enforcement and other initiatives related to Waste Diversion.

LUNENBURG WAR MEMORIAL COMMUNITY CENTRE & ARENA

Rates will change in 2020/21 based on 2019 CPI of 1.6% and rate comparisons with similar facilities including public skating, soccer field rentals, sign rentals and program fees (see: rate schedule at the end of this note section).

8. #01-1-47-1030 Public Skating

Reflects revenues from public skating, adult skating and family skating.

9. #01-1-47-1110 Program Fees

Fees generated from registration for our fall, winter and spring programs. Revenues have been estimated to reflect participation in our fitness programs and weight room.

10. #01-1-47-2020 Skate Sharpening

The Arena purchased its own machine in 1998/99. Skate sharpening rates are \$5/pr. based on rates charged at other arenas.

11. #01-1-47-2030 Canteen Concession

We have currently been renting the canteen area on a per day rate.

12. #01-1-47-2040 Minor Hockey

Estimate based on previous year actuals and based on 2020/21 approved rates.

13. #01-1-47-2050 Hockey, Other & Practices

Revenues from various gentlemen hockey leagues and teams. Estimate based on previous year actuals and based on 2020/21 approved rates.

14. #01-1-47-2060 Figure Skating

A Figure Skating program has not been offered by the provider since the 2017/18 season and to date no one has taken over the delivery of the program.

15. #01-1-47-2070 School Skating

Estimate for skating rentals by local schools.

16. #01-1-47-2080 Other Skating

Occasionally we rent ice time to other groups such as Sunday Schools, Cadets, Guides, Scouts, etc.

17. #01-1-47-2090 Summer Rentals

Rent received from various festivals and events.

17b. #01-1-47-2091 Farmer's Market Rental (Spring/Summer)

This is the estimated rental fees at the Arena for the Farmer's Market.

18. #01-1-47-2095 Sign Rentals

Advertising signs in the arena. For 2020/21 the fees will change to \$246 per sign and \$263 for in-ice ad (incl. HST). In 2018/19 this also included an amount for Tim Horton's sponsorship of the Olympia, it is hoped that this sponsorship will be able to be secured again for next season.

19. #01-1-47-3060 Vending Machine Sales

The gumball machine in the arena produces a small amount of revenue.

20. #01-1-47-3020 Auditorium/Kitchen Rentals

Rentals generated by various festivals, dances, receptions and banquets.

20b. #01-1-47-3021 Farmer's Market Rental (Fall/Winter)

This is the estimated rental fees at the Community Centre for the Farmer's Market.

21. #01-1-47-3030 Meeting Room/Fitness Studio Rentals

The rental rate per hour is \$29.00. These rooms are often rented for karate and other classes.

22. #01-1-47-3040 Grounds Rental (Parking Lot/Fields)

Estimate for Caravans, movie vehicles plus soccer field and ball field fees.

23. #01-1-47-3070 Christmas Craft Show

The Christmas Craft Show is being organized by an external organization since 2018/19, who pays a rental fee for the Lunenburg Community Centre.

24. #01-1-47-4010 School Board Rental

The SSRCE leases from the Town, for the Bluenose Academy, soccer field, track and field, softball field and 50 unreserved parking spaces. Original lease period was July 1, 2013 to June 30, 2018. In process of renewing for July 1, 2018 to June 30, 2023 at a rate of \$30,330 + annual CPI adjustments.

25. Town Grant

This figure makes up the difference between the revenue and expenditures at the Community Centre and Arena.

Analysis of Town Operating Grant (Actuals) – covered in the general tax rate.

Year	Amount	
2011/12	\$146,468	
2012/13	\$166,571	
2013/14	\$209,800	
2014/15	\$225,832	
2015/16	\$190,504	
2016/17	\$205,229	
2017/18	\$204,095	
2018/19	\$221,149	
2019/20	\$197,100	Budget
2020/21	\$234,800	Budget

26. #01-1-47-5050 Operating Grant - Municipality

Each year the Municipality of the District of Lunenburg provides a grant to help offset operating deficits of the Arena. We have budgeted \$30,000 for this fiscal year, the same amount received in fiscal 2019/20 plus a capital grant in the amount of \$10,000 for the Community Centre Roof.

28. #01-1-47-7010 Provincial Grants

After the Bell Program has been cancelled due to grant funding challenges.

29. All rates charged at the Community Centre and Arena are subject to HST with the exception of children's programs which are non-taxable if operated by the Town itself.

30. The Lunenburg War Memorial Community Centre and Arena Fee Schedule is found at the end of this note section.

31. Revenue from Own Sources

N.B. - all Town fees (licenses and permits) have been adjusted by 1.6% CPI effective April 1, 2020.

#01-1-51-6100 Dog Licenses

Dog license revenue is estimated based on approved fees. In 2019/20, 84 dogs were registered.

#01-1-51-7100 Building Permits

Building permit rates are a flat fee plus 0.2% of the estimated construction value.

#01-1-52-0100; #01-1-52-0200 Court Fines

Court fines reflect projected actuals.

#01-1-53-0100 & 01-1-53-0110 Rentals and Leases – Town Buildings including the Lunenburg Academy

Rentals and Leases includes rent paid by the Electric and Water Utilities for use of the Town Hall and Blue Building, rental of old Fire Hall (NASCAD & Fitness Studio), CN Station (Second Story), Blue Building (Navy League).

The Lunenburg Academy rentals include: LAMP, Class Afloat, South Shore Genealogical Society and commercial tenants. Also included in this budget estimate is rental for the Lunenburg Library Branch for the year. Budget estimate is based on projected occupancy.

#01-1-55-9100 Bank Interest

Estimate based on banking agreement with TD Canada Trust (Prime rate less 1.75%).

#01-1-56-2100 Interest on Taxes

Interest on taxes based on a rate of 2% per month.

#01-1-59-0100 Donations

Miscellaneous donations to the Town.

32. #01-1-62-8100 Equalization Grant (Basic Operating Grant)

As part of the equalization plan of the Provincial Government, all municipal units are given a basic operating grant of \$50,000.

33. #01-1-89-9900 District 1&2 Fire Commission

Districts 1 & 2 cost share Fire Protection and pay a 6.5% administration fee.

LUNENBURG WAR MEMORIAL COMMUNITY CENTRE & ARENA FEE SCHEDULE

FACILITY	2019/20 Approved Rates			2020/21 Proposed Rates		
		Tax incl RATE		Tax incl RATE		
Meeting/Fitness rooms /hr		29.00		29.00		
Auditorium only - full day*		341.00		346.00		
New Year's Eve*		661.00		672.00		
Recreational Use - auditorium only /hr		35.00		36.00		
Recreational Use - auditorium & kitchen /hr		45.00		46.00		
Kitchen - full day		174.00		177.00		
Arena Ice Time			Resurfacer Surcharge		Resurfacer Surcharge	Base Rate
Prime /hr		176.00	4.00	172.00	179.00	4.00 175.00
Non Prime /hr		149.00	4.00	145.00	151.00	4.00 147.00
Youth & Schools /hr		149.00	4.00	145.00	151.00	4.00 147.00
Mornings - not including March Break (8:00am to 12:00pm M-F) /hr		114.00	4.00	110.00	116.00	4.00 112.00
Arena Summer Rentals						
Per Hour		68.00			69.00	
Per Day		651.00			661.00	
Arena Sign Rentals						
Display Signs (4'x8')		246.00			250.00	
In Ice Ads		263.00			267.00	
Public Skating						
Youth		3.00			3.00	
Youth Season Pass		82.00			83.00	
Adult		4.00			4.00	
Adult Season Pass		105.00			107.00	
Family Season Pass		142.00			144.00	
Skate Sharpening		5.00			5.00	
Caravans						
With electrical hook-up /day		27.00			27.00	
Without hook-up /day		22.00			22.00	
Commercial hook-ups /day		32.00			33.00	
Field Rentals						
<i>Softball Field</i>						
Per season (per team)		204.00			207.00	
Per game		13.00			13.00	
Per season - Youth (per team)		95.00			97.00	
<i>Soccer Field</i>						
Per Game		31.00			32.00	
Per Season (per team)		276.00			280.00	
Per Season - Youth (per team)		169.00			172.00	
<i>Track</i>						
Full Day		174.00			177.00	
Fitness Program /mo		42.00			43.00	
Weight Room /mo		42.00			43.00	
Weight Room - purchased in 4 month block		148.00			150.00	
Weight Room - youth rate per month		10.00			10.00	
Weight Room Key Deposit		40.00			40.00	
Sr. Fitness /session (15 weeks)		74.00			75.00	
Drop in fee - badminton		5.00			5.00	
Drop in fee - pickle ball		3.00			3.00	

N.B. - NS 2019 CPI = 1.6%.

*Plus Socan Fees if applicable including HST = \$73.01

Effective April 1, 2019 - For Fitness instructors who book the Fitness Room and run classes open to the public of 5 hours or more per week receive a 25% discount on rental rates, providing there is a minimum 6 month rental commitment.

GENERAL GOVERNMENT SERVICES EXPENDITURE BUDGET							
ACCOUNT #	Note #	DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTION	Notes to Budget V2 - COVID crisis
		GENERAL GOV'T SERVICES					
		LEGISLATIVE					
-	01-2-11-1100	1 MAYOR - HONORARIUM	\$ 9,100	\$ 9,100	\$ 8,800	\$ 8,800	
-	01-2-11-3100	1 COUNCILLORS - HONORARIUM	30,600	30,600	30,000	30,000	
(500)	01-2-11-3200	MAYOR & COUNCILLORS MEETING TRAVEL	500	1,000	1,000	1,000	Due to restrictions assumed 50% less travel
-	01-2-11-9100	2 OTHER LEGISLATIVE EXPENSE	4,000	4,000	4,000	4,000	
(1,500)	01-2-11-9200	3 MEETING PAY STAFF	-	1,500	1,500	1,500	Meeting Pay Roll back for managers during this fiscal year.
(5,700)	01-2-11-9300	4 COUNCIL CONFERENCES & TRAINING	-	5,700	3,200	3,200	Many conferences cancelled
		SECTION TOTAL	44,200	51,900	48,500	48,500	
		GENERAL ADMINISTRATIVE					
		OFFICE BUILDING					
-	01-2-12-1410	5 JANITORIAL CONTRACT	8,100	8,100	8,100	8,100	
(1,600)	01-2-12-1420	FUEL	14,400	16,000	12,000	16,000	Assumed 10% benefit due to changing prices
-	01-2-12-1430	6 ELECTRICITY	8,500	8,500	7,500	7,800	
-	01-2-12-1440	7 WATER	1,000	1,000	1,400	900	
-	01-2-12-1445	8 SEWER	2,100	2,100	2,000	2,000	
-	01-2-12-1450	INSURANCE (TOWN HALL)	12,200	12,200	12,200	12,200	
-	01-2-12-1460	9 JANITOR SUPPLIES	1,200	1,200	1,200	1,200	
-	01-2-12-1470	10 MAINTENANCE & REPAIRS	20,000	20,000	20,000	20,000	
		FINANCIAL MANAGEMENT					
(300)	01-2-12-2200	11 ACCOUNTING SALARIES	29,200	29,500	28,600	28,600	
-	01-2-12-2700	PAYROLL ADMIN CHARGES	1,400	1,400	1,400	1,500	
-	01-2-12-2800	12 BANKING CHARGES	1,800	1,800	1,800	1,800	
		INTEREST ON CAPITAL LOAN					
-	01-2-12-2850	13 INTEREST ON CAPITAL LOAN	1,500	1,500	2,200	2,200	
		LEGAL AND OTHER PROFESSIONAL FEES					
(1,500)	01-2-12-1500	14 SOLICITORS	6,000	7,500	7,500	7,500	
-	01-2-12-2500	AUDIT FEES	7,000	7,000	7,000	7,600	
		TAXATION					
-	01-2-12-4300	15 TAX EXEMPTIONS - INDIVIDUALS	8,000	8,000	8,000	4,000	
-	01-2-12-4350	16 TAX EXEMPTIONS (SECTION 71)	35,800	35,800	35,000	35,000	
		COMMON SERVICES					
-	01-2-12-6000	17 ASSESSMENT COSTS	48,000	48,000	47,100	47,700	
		VALUATION AND ALLOWANCES					
-	01-2-82-1100	UNCOLLECTIBLE TAXES & SUNDRIES	-	-	-	-	
		OTHER GENERAL ADMIN. SERVICES					
-	01-2-12-9009	18 ACCESSIBILITY PLAN DEVELOPMENT	2,000	2,000	-	-	
-	01-2-12-9010	19 ADVERTISING	500	500	500	500	
-	01-2-12-9020	STATIONERY & SUPPLIES	1,900	1,900	1,900	1,900	
-	01-2-12-9030	20 POSTAGE	2,200	2,200	2,000	2,100	
-	01-2-12-9040	21 TELEPHONE	2,400	2,400	2,400	2,400	
-	01-2-12-9050	COMPUTER MAINTENANCE	3,500	3,500	3,500	3,500	
			218,700	222,100	213,300	214,500	
		SALARIES AND BENEFITS					
(8,100)	01-2-12-1100	22 SALARIES - CORPORATE SERVICES STAFF	101,100	109,200	107,100	107,100	
-	01-2-19-9010	23 WORKERS COMPENSATION	4,400	4,400	3,000	3,000	
-	01-2-19-9030	24 EMPLOYMENT BENEFITS: CPP/EI	13,500	13,500	12,000	12,000	
-	01-2-19-9050	TOWN PENSION/RRSP	11,500	11,500	9,500	9,500	
-	01-2-19-9060	25 MEDICAL PLAN	16,500	16,500	15,700	15,700	
-	01-2-19-9070	HOLIDAY AND LONG SERVICE AWARDS	500	500	500	500	
-	01-2-19-9071	SUCCESSION RECRUITMENT	-	-	-	-	
-	01-2-19-9090	26 OTHER EMPLOYMENT BENEFITS	16,000	16,000	11,000	11,000	
			163,500	171,600	158,800	158,800	
		OTHER GENERAL GOV'T SERVICES					
		ELEC. PLEB. & RATEPAYERS MEETINGS					
-	01-2-19-1100	27 ELECTIONS, PLEBISCITES, ETC.	28,000	28,000	-	-	Possible this could be impacted should the travel restrictions be in place for an extended period of time
		GEN. ACC. & DAMAGE LIABILITY CLAIMS					
-	01-2-19-3100	LIABILITY INSURANCE & CLAIM	9,150	9,150	8,500	8,600	
		GRANTS - ORG. AND INDIVIDUALS					
-	01-2-19-5100	28 GRANTS TO ORGANIZATIONS	20,000	20,000	20,000	20,000	
		OTHER GENERAL SERVICES					
-	01-2-19-9080	29 SUBSCRIPTIONS & MEMBERSHIPS	5,300	5,300	5,300	5,300	
		DEPARTMENT TOTAL	\$ 488,850	\$ 508,050	\$ 454,400	\$ 455,700	
		Budget Change in v2	\$ (19,200)				
			-3.8%				

NOTES TO GENERAL GOVERNMENT SERVICES BUDGET

1. A portion (see: % below) of Council Honorariums are allocated to the General Government Services budget based on estimated time spent on this department.

	<u>Position</u>	<u>Total</u>
01-2-11-1100	Mayor (30%)	\$ 9,100
01-2-11-3100	Council (25%)	<u>30,600</u>
		<u>\$39,700</u>

2. #01-2-11-9100 Other Legislative Expenses

Included in this item is 1/3 telephone for Corporate Services (1/3 to Other General Admin Telephone and 1/3 to Electric Utility) and advertising ads associated directly with Town Council.

Ads re Meetings/Appointments	\$ 300
Ads Council	450
Memorials/Flowers	400
Gifts for visiting officials	300
Telephone (1/3)	1,500
Remembrance Day Wreaths	150
Council Printing/Office Supplies	<u>900</u>
	<u>\$4,000</u>

3. #01-2-11-9200 Meeting Pay

Amount paid to staff for after-hours meeting attendance. Budget based on estimated costs, distributed 1/3 each to Town, Water and Electric.

4. #01-2-11-9300 Council Conferences & Training

Conferences, training and professional development for the Mayor and Councillors.

The following events have been identified for 2020/21:

FCM Annual Conference	\$ 2,500
NSFM Conferences (Mayor or alternate and Council)	2,700
Council Orientation Training – Election 2020	12,500
Other Council training/conferences	<u>4,000</u>
	<u>\$21,700</u>

N.B. - \$16,000 total will be allocated to the Electric and Water Utility budgets, approximately 75%.

5. #01-2-12-1410 Janitorial Contract

Includes contract costs for the Town Hall.

6. #01-2-12-1430 Electricity

Budget estimate is based on current rates and actual consumption.

7. #01-2-12-1440 Water

Water estimate based on actual consumption and current approved rates.

8. #01-2-12-1445 Sewer

Sewer rates have been budgeted at the 2019/20 approved rate (41.20¢/\$100 assessment). The assessment for the Town Hall for 2020 is \$514,400. (AAN 04647327)

9. #01-2-12-1460 Janitor's Supplies

Estimate based on 2019/20 actual.

10. #01-2-12-1470 Maintenance and Repairs – Town Hall

Test Fire Extinguishers	\$ 100
Monitor Fire Alarm & Burglar Alarm	1,200
Sprinkler System (test)	400
Furnace Maintenance (cleaning, etc.)	1,000
Clean & Repair Rain Gutters	1,300
Carpet Cleaning	1,000
General Building Repairs	<u>15,000</u>
	<u>\$ 20,000</u>

11. #01-2-12-2200 Accounting Salaries

The Town's portion of salaries for the Finance Director and Accountant are shown under this category as per the Municipal Accounting and Reporting Manual. Staff salaries are also allocated to the Water and Electric Utilities based on actual time spent working for them.

12. #01-2-12-2800 Banking Charges

This includes a portion of banking charges for town bank accounts.

13. #01-2-12-2850 Interest on Capital Loan

Interest on capital loan for brickwork and Town Hall accessibility for 2019/20.

14. #01-2-12-1500 Solicitors

Town Solicitor fees for legal advice. Legal services for other departments appear under each department. Estimate based on actual costs in previous years.

15. #01-2-12-4300 Tax Exemptions – Individuals

Income Levels approved by Council April 14, 2020

There were 12 exemptions granted in 2019/20 totalling \$3,833. Exemption criteria is based on gross income and 2020/21 exemption levels and amounts are shown below. Income levels to be adjusted annually by the previous year's NS-CPI.

<u>Gross Household Income</u>	<u>Exemption</u>
\$19,123 or less	\$500
\$19,124 - \$20,185	\$400
\$20,186 - \$21,247	\$300
\$21,248 - \$22,310	\$200
Over \$22,310	NIL

16. #01-2-12-4350 Tax Exemptions (Section 71)

Re: Municipal Government Act Section 71. These are the estimated grants under the Town's Tax Exemption By-law #43 for the exemption of taxation for the Lunenburg Swimming Pool, and Tourist Bureau. A partial exemption of the difference between Commercial and Residential rates for the Lunenburg Heritage Society Knaut Rhuland House, Lunenburg Curling Club and the Lunenburg Day Care. Based on 2020 assessments and approved 2019/20 tax rates of \$1.351 residential and \$3.358 commercial.

Lunenburg Swimming Pool	\$ 3,633
Tourist Bureau	15,682
Lunenburg Curling Club	4,066
Lunenburg Heritage Society	5,063
Lunenburg Day Care	<u>7,360</u>
	<u>\$ 35,804</u>

17. #01-2-12-6000 Assessment Services – PVSC

Our estimated share of assessment costs for the upcoming year. The Town's share of the PVSC budget is calculated based on our uniform assessment in relation to the other 50 municipalities.

18. #01-2-12-9009 Accessibility Plan Development

The Town of Lunenburg is a member of the Lunenburg Accessibility Advisory Committee which will be developing an Accessibility Plan over the 2020/2021 Fiscal Year. The total cost of the Plan is \$32,410 which will be cost shared based on Uniform Assessment. The resulting cost to the Town of Lunenburg is \$1,628 plus Meeting expenses are estimated to be \$6,000 over the 2020/2021 Fiscal Year. This cost will be shared evenly by General Government, Transportation and Recreation and Cultural Services. The Heritage Manager is the Town of Lunenburg’s staff representative on this committee.

19. #01-2-12-9010 Advertising

Estimate based on projected need.

20. #01-2-12-9030 Postage

Estimate based on 2019/20.

21. #01-2-12-9040 Telephone

Estimated based on 2019/20 actual.

22. #01-2-12-1100 Salaries – Corporate Services Staff

Salaries for all Corporate Services Staff are shared with other departments and are allocated as follows: General Government Services (21%), Planning & Heritage (2%), Parking Meters (1%), and Community Centre (4%). Staff salaries have been allocated to the Water and Electric Utilities based on actual time spent working for them. These allocations are reviewed annually to ensure their continued relevance and accuracy.

23. #01-2-19-9010 Workers Compensation

The Town’s 2020 rate is \$2.28/\$100 an increase of \$1.78/\$100 in 2019.

24. #01-2-19-9030 Employment Benefits EI and CPP

EI rates for 2020 are 1.58% of insurable earnings. The maximum contribution level has increased to \$54,200. CPP rates is 5.25% of pensionable earnings, the maximum earnings has increased to \$58,700 in 2020.

25. #01-2-19-9060 Medical Plan

Based on current rates.

26. #01-2-19-9090 Other Employment Benefits

This account includes Councillors’ and staff Employee Assistance Program (“EAP”) and an accrual for retirement benefits based on the Town’s personnel policy.

27. #01-2-19-1100 Municipal Election

Estimated budget for the 2020 Municipal Election. There is a \$9,000 reserve to offset this cost.

The budgeted details are as follows:

Returning Officer	\$15,000
Advertising	5,500
Supplies	1,000
DRO wages, training & meals	6,500
Total	\$28,000

28. #01-2-19-5100 Requests/Grants

Listing at the end of the General Government note section – TBA applications deadline is March 31, 2020

Please note that Council approved the following motion at the January 28, 2020 Council Meeting:

Motion: moved and seconded to pre-approve a grant to Bluenose 100 Committee of \$5,000 in 2020/21 and \$5,000 of in-kind Town services in 2021/22 for Celebration events in 2021.

In addition to the monetary grants listed, many "in kind" services are performed by departments of the Town (in excess of 200 hours labour) for various events held within the town each year.

29. #01-2-19-9080 Subscriptions and Memberships

Federation of Canadian Municipalities
Nova Scotia Federation of Municipalities
Association of NS Administrators
NS Barrister's Society (shared with Water & Electric Utilities, Planning, and
Transportation Services)
CPA Fees (shared with Water & Electric Utilities)
Lunenburg Board of Trade
Fisheries Museum of the Atlantic
Nova Scotia Town Caucus

OTHER PROTECTIVE SERVICES EXPENDITURE BUDGET							
				2020/21	2020/21	2019/20	2019/20
ACCOUNT #	Note #	DESCRIPTION	BUDGET V2	BUDGET V1	BUDGET	PROJECTION	Notes to Budget V2 - COVID crisis
		POLICE PROTECTION					
-	01-2-21-1000	1 RCMP	\$ 815,500	\$ 815,500	\$ 794,700	\$ 794,700	
-	01-2-21-1100	2 DNA CASEWORK ANALYSIS (RCMP)	2,400	2,400	2,400	2,400	
-		SECTION TOTAL	817,900	817,900	797,100	797,100	
-		BY-LAW ENFORCEMENT					
-		LEGAL					
-	01-2-22-6010	3 PROSECUTING ATTORNEY	2,000	2,000	1,500	2,000	
(1,200)	01-2-22-6020	TOWN OF LUNENBURG BY-LAWS	4,800	6,000	6,000	6,000	
-		SALARIES & BENEFITS					
(6,000)	01-2-22-9010	4 BY-LAW ENFORCEMENT OFFICER	-	6,000	6,000	4,000	Due to economic and/or travel restrictions, greatly reduced activity
-		SUPPLIES & EXPENSE					
-	01-2-22-9120	5 SUPPLIES	500	500	800	100	
-		TRANSFER TO CORRECTION SERVICES					
-	01-2-22-9200	6 PROVINCIAL CORRECTIONS FACILITIES	42,000	42,000	41,500	41,500	
-		SECTION TOTAL	49,300	56,500	55,800	53,600	
-		EMERGENCY MEASURES					
-	01-2-25-1100	7 EMERGENCY MANAGEMENT PLANNING	9,000	9,000	8,000	8,000	
-		SECTION TOTAL	9,000	9,000	8,000	8,000	
-		PROTECTIVE INSPECTIONS					
-		BUILDING INSPECTION					
(6,000)	01-2-29-2010	BUILDING INSPECTOR - CONTRACT	18,000	24,000	24,000	20,000	Assuming economic downturn will result in less inspections
-	01-2-29-2040	SUPPLIES	4,600	4,600	4,600	4,600	
-	01-2-29-2045	LIABILITY INSURANCE	400	400	400	400	
(500)	01-2-29-2050	LEGAL SERVICES	2,000	2,500	2,500	2,500	
-	01-2-29-2060	TRAVEL	-	-	-	-	
-	01-2-29-2080	ADVERTISING	100	100	100	-	
-		SECTION TOTAL	25,100	31,600	31,600	27,500	
-		FIRE INSPECTION					
-	01-2-29-2110	FIRE INSPECTOR - CONTRACT	7,500	7,500	7,000	7,000	
-	01-2-29-2130	WORKERS' COMPENSATION	200	200	200	200	
-	01-2-29-2140	SUPPLIES	1,500	1,500	1,500	1,500	
-	01-2-29-2145	LIABILITY INSURANCE	400	400	400	400	
(100)	01-2-29-2150	LEGAL SERVICES	400	500	500	500	
-	01-2-29-2170	TRAINING & MEMBERSHIPS	1,200	1,200	1,000	1,100	
-	01-2-29-2180	ADVERTISING	100	100	100	-	
(100)		SECTION TOTAL	11,300	11,400	10,700	10,700	
-		ANIMAL AND PEST CONTROL					
-	01-2-29-3100	STRAY ANIMALS	1,000	1,000	1,000	500	
-		OTHER					
-	01-2-29-9100	UNSIGHTLY/DANGEROUS BUILDINGS	1,200	1,200	1,200	1,200	
-		SECTION TOTAL	2,200	2,200	2,200	1,700	
		DEPARTMENT TOTAL	\$ 914,800	\$ 928,600	\$ 905,400	\$ 898,600	
		Budget Change in v2	\$ (13,800)				
			-1.5%				

NOTES TO OTHER PROTECTIVE SERVICES BUDGET

1. #01-2-21-1000 RCMP Costs

The budgeted costs as per the Provincial Police Service Agreement for five (5) officers, contribution to four (4) advisory positions and our share of the centralized dispatch service are based on the 20-year Provincial Police Service Agreement contract beginning April 1, 2012.

2018/19	\$786,880
2019/20 (1.0% increase)	\$794,700
2020/21 (2.6% increase)	\$815,500

2. #01-2-21-1100 DNA Casework Analysis (RCMP)

The Province charges for DNA casework analysis. This is charged to all municipal units based on uniform assessment regardless of their actual use.

3. #01-2-22-6010 Prosecuting Attorney

Crown Prosecutor fees for Motor Vehicle Act and Liquor Control Act Summary Offence Ticket prosecutions.

4. #01-2-22-9010 By-Law Enforcement Officer

The contract with the Corps of Commissionaires to provide a By-law enforcement officer will continue in 2020/21. The budget is for approximately 12 hrs a week X 34 weeks (April 1 – Nov 30). There will be no enforcement in December to March.

5. #01-2-22-9120 Supplies

Estimate includes the purchase of parking tickets.

6. #01-2-22-9200 Provincial Corrections Facilities

The Town pays a mandatory contribution to the Province for correction facilities and services. This funding is based on 50% uniform assessment and 50% dwelling units.

2016/17	41,504
2017/18	41,429
2018/19	41,052
2019/20	41,500
2020/21	42,000 budget

7. #01-2-25-1100 Emergency Management Planning

Equipment, Supplies, Training, Conferences and Travel	\$ 870
TMR Airtime Package	380
Cell phones	200
EMO Coordinator honorarium	1,250
Regional Emergency Management Organization	<u>6,300</u>
	<u>\$9,000</u>

8. Revenue Sources

See the Town Revenue Section for fees relating to the above expenditures:

- o Court Fines (Acct #01-1-52-0200)
- o EMO Civic Addressing (Acct # 01-1-75-2500)
- o Building Permits (Acct # 01-1-51-7100)
- o Dog Licenses (Acct # 01-1-51-6100)

FIRE PROTECTION EXPENDITURE BUDGET							
ACCOUNT #	Note #	DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTION	Notes to Budget V2 - COVID crisis
		ADMINISTRATION					
(300)	01-2-24-1100	1 FIRE PREVENTION & ADVERTISING	\$ 1,700	\$ 2,000	\$ 2,000	\$ 1,600	No advertising at Curling Club this yr.
(400)	01-2-24-1200	2 COUNCIL HONORARIUMS & STAFF MEETING PAY *	4,600	5,000	5,000	4,800	Meeting Pay Roll back for managers during this fiscal year.
-	01-2-24-1300	3 LIABILITY INSURANCE	9,600	9,600	9,600	9,600	
(200)	01-2-24-1350	4 LEGAL SERVICES *	800	1,000	400	2,100	
-	01-2-24-1510	5 ASSOCIATION DUES - CHIEF & DEPUTY CHIEFS	800	800	800	800	
(1,800)	01-2-24-1520	6 CONVENTIONS - CHIEF	-	1,800	1,800	1,500	Event cancelled due to COVID-19
-	01-2-24-1620	EMPLOYMENT BENEFITS	5,000	5,000	3,500	3,500	
-	01-2-24-1640	TOWN PENSION/RRSP	-	-	2,100	-	
-	01-2-24-1650	MEDICAL PLAN	1,100	1,100	3,900	800	
-	01-2-24-1700	7 OFFICE SUPPLIES & IT SERVICES	1,500	1,500	1,500	1,700	
		FIRE FIGHTING FORCE					
-	01-2-24-1400	8 WORKERS COMP. (Super, Substitutes & Standby)	1,500	1,500	500	1,000	
-	01-2-24-1420	8 WORKERS COMP. - FIREFIGHTERS	7,600	7,600	7,600	7,600	
(500)	01-2-24-2010	9 SUPERINTENDENT	50,500	51,000	48,600	44,400	
-	01-2-24-2015	CAR ALLOWANCE - SUPERINTENDENT	600	600	500	600	
-	01-2-24-2020	10 STORM STAND-BY	2,100	2,100	2,100	2,000	
-	01-2-24-2030	11 HONORARIUMS - FIREFIGHTERS	50,400	50,400	49,400	49,400	
		WATER SUPPLY AND HYDRANTS					
-	01-2-24-5100	12 FIRE PROTECTION RATES *	340,800	340,800	325,400	325,400	
		TRAINING					
(5,000)	01-2-24-6020	13 TRAINING	15,000	20,000	20,000	20,000	The FDIC in Wolfville, EMS Symposium in Western Shore are just a couple events that have been cancelled that members would normally attend.
		FIRE STATIONS & BUILDINGS					
-	01-2-24-3010	14 TELEPHONE LINE RENTAL - ALARM	1,900	1,900	1,900	1,700	
-	01-2-24-7010	15 ANSWERING SERVICE	8,700	8,700	8,500	8,600	
-	01-2-24-7020	16 TELEPHONE	5,000	5,000	4,500	5,000	
-	01-2-24-7025	17 DATA INFORMATION SYSTEMS	3,900	3,900	3,900	3,900	
(1,900)	01-2-24-7030	18 HEATING FUEL	17,100	19,000	19,000	18,300	Assumed 10% benefit due to changing prices
-	01-2-24-7040	19 INSURANCE - BUILDING	7,900	7,900	8,100	7,900	
-	01-2-24-7050	20 ELECTRICITY	15,000	15,000	15,000	13,000	
-	01-2-24-7060	21 WATER	2,300	2,300	2,300	2,100	
-	01-2-24-7065	22 SEWER	8,700	8,700	7,700	7,300	
-	01-2-24-7070	23 JANITOR SUPPLIES	2,000	2,000	1,900	1,900	
-	01-2-24-7080	24 REPAIRS TO BUILDING	10,000	10,000	18,500	11,100	
		FIRE FIGHTING EQUIPMENT					
-	01-2-24-7090	25 INTEREST ON CAPITAL LOAN *	8,800	8,800	10,100	10,700	
-	01-2-24-8010	26 VEHICLE/EQUIP. MAINT. CONTRACT	13,600	13,600	8,600	7,600	
(800)	01-2-24-8020	27 GAS AND SUPPLIES	6,700	7,500	7,500	6,000	Assumed 10% benefit due to changing prices
-	01-2-24-8031	28 REPAIRS #1 2015	5,000	5,000	5,000	5,400	
-	01-2-24-8032	28 REPAIRS #2 '98 PUMPER/TANKER	4,000	4,000	4,000	400	
-	01-2-24-8033	28 REPAIRS #3 '10 PUMPER	3,500	3,500	3,500	5,200	
-	01-2-24-8034	28 REPAIRS #4 '02 HEAVY RESCUE	1,500	1,500	1,500	400	
-	01-2-24-8035	28 REPAIRS #5 '00 TANKER	500	500	2,000	900	
-	01-2-24-8036	28 REPAIRS #6 '02 TANKER	4,000	4,000	4,000	2,700	
-	01-2-24-8037	28 REPAIRS #7 '99 UTILITY	2,000	2,000	2,000	2,400	
-	01-2-24-8038	28 REPAIRS #8 BOAT & TRAILER	2,000	2,000	2,000	3,200	
-	01-2-24-8040	29 INSURANCE ON TRUCKS/EQUIPMENT	9,400	9,400	8,900	9,400	
-	01-2-24-8050	30 HOSE, CLOTHING AND EQUIPMENT	16,700	16,700	16,700	16,700	
-	01-2-24-8051	31 PPE - PERSONAL PROTECTIVE EQUIPMENT (TURNOUT GEAR)	12,000	12,000	2,000	-	
-	01-2-24-8060	32 GENERAL EQUIPMENT REPAIR	7,000	7,000	7,000	5,800	
-	01-2-24-8080	33 REPAIRS - RECHARGING EQUIPMENT	5,000	5,000	5,000	2,500	
-	01-2-24-8090	34 RADIO AND PAGING REPAIRS	1,000	1,000	1,000	600	
		OTHER					
-	01-2-24-9040	35 MEDICAL EXPENSES	1,500	1,500	1,000	1,200	
-	01-2-24-9045	36 FIRE FIGHTER RECOGNITION DINNER	2,500	2,500	2,500	2,500	
-	01-2-24-9050	37 RENTAL - BLUE STORAGE BUILDING	600	600	600	600	
		DEPARTMENT TOTAL	\$ 683,400	\$ 694,300	\$ 670,900	\$ 641,800	
		Budget Change in v2	\$ (10,900)				
			-1.6%				
		<i>*Non-shareable expense</i>					
		BUDGET REVENUE	2020/21	2020/21 v1	2019/20	2019/20	
		Dist 1&2 Cost Sharing					
		Dept Total	\$ 683,400	\$ 694,300	\$ 670,900	\$ 641,800	
		Less: Honorariums & Meeting Pay	(4,600)	(5,000)	(5,000)	(4,800)	
		Legal	(800)	(1,000)	(400)	(2,100)	
		Fire Protection Rates	(340,800)	(340,800)	(325,400)	(325,400)	
		Interest	(8,800)	(8,800)	(10,100)	(10,700)	
			328,400	338,700	330,000	298,800	
		Dist Share @ 50%	164,200	169,350	165,000	149,400	
		Add: 6.5% Administration	10,673	11,008	10,725	9,711	
			\$ 174,870	\$ 180,360	\$ 175,730	\$ 159,110	

NOTES TO FIRE PROTECTION BUDGET

The Town and the Municipal District 1 & 2 have a cost-sharing agreement for the Lunenburg Fire Department. This 20-year agreement renewed in February of 2016 for an additional 5-year term. The agreement automatically renews every 5 years unless one party gives a 1 year termination notice. District 1 & 2 pays 50% of the operating budget of shareable expenditures only. In addition, District 1 & 2 pays a 6.5% administration charge based on shareable expenditures less any revenue received by the Town for billable fire expenditures. The 2020/21 budget revenue amount to be billed to District 1 & 2 for these shareable operating expenditures is \$180,360.

As per the cost-sharing agreement, each parties' interest in Capital expenditures is determined by mutual agreement at the time the Capital Budget is set.

1. #01-2-24-1100 Fire Protection & Advertising

Planned advertising includes:

Burning permits, by-laws, etc.	
Fire Prevention hand out materials for schools, day-care & nursery schools	\$1,200
Fire Prevention radio advertisements	\$ 500
Sign advertisements in the bowling alley	\$ 180
Sign advertisement in the curling rink	\$ 220
Sign advertisement in the arena	\$ 240

The Fire Department will reimburse any costs over \$2,000.

2. #01-2-24-1200 Council Honorarium & Staff Meeting Pay

Based on a portion of Council Honorariums and staff meeting attendance. This item is not cost shareable with Districts #1 & #2 Fire Commission.

3. #01-2-24-1300 Liability Insurance

Insurance costs are budgeted based on the estimated rates for the upcoming fiscal year.

4. #01-2-24-1350 Legal Services

This is for possible legal costs associated with the fire services.

5. #01-2-24-1510 Association Dues – Chief & Deputy Chiefs

- The cost of annual dues for the Fire Chief and Deputy Chiefs (2)
- Canadian Association of Fire Chiefs
- Canadian Volunteer Fire-fighter's Association
- Maritime Fire Chief's Association
- Fire Service Association of Nova Scotia
- Nova Scotia Fire Fighter's School
- Lunenburg Regional Fire & Emergency Services
- Canadian Fallen Fire-fighter's Foundation
- Public Fire Marshall Safety Council

In 2018/19 the Fire Department has requested that the Town cover the full amount of these costs, the budget has been prepared following this practise.

6. #01-2-24-1520 Conventions - Chief

Convention expenses for the Chief or other representative to attend the Fire Chief's Convention and the Fire Service Association of Nova Scotia Conference. The Fire Chief's Convention is being held in Halifax, NS in July 2020 and the Fire Services Association Conference will be held in Truro, NS in May 2020. The Chief has requested Council's consideration for his attendance at both conferences this fiscal year.

The Town has a \$1,200 limit per individual for convention expenditures annually. In fiscal 2017/18 Council agreed to increase the chief's convention expenditures to \$1,800 to offset his attendance at both conferences, the 2018/19 and 2019/20 budgets were held at that same amount, the 2020/21 is also budgeted to hold at the same amount. **Any expenditures over the \$1,800 will need to be covered by the Fire Department.**

7. #01-2-24-1700 Office Supplies & IT Services

This account includes copy paper and office supplies.

In prior years the Fire Department reimbursed any costs over \$1,500, however in fiscal 2019/20 the Fire Department has requested that the Town cover the full amount of these costs, the budget has been prepared on this basis.

8. #01-2-24-1400; #01-2-24-1420 Workers Compensation

2020 Workers Compensation rates:	
Superintendent, Substitutes & Stand-by	\$2.28/\$100
Volunteer Fire Fighters	\$0.56/\$100

Based on \$25,000/annum per member for 50 members as approved by the Protective Services Committee. Actual WCB claims are based on income from all sources.

9. #01-2-24-2010 Superintendent, Contracted Superintendent & Substitutes

The budget includes salary and benefits for the full-time Fire Hall Superintendent for the full fiscal year.

Substitutes are to be paid at the following rates:

\$13.00/hour (was minimum wage, \$12.55/hour as of April 1, 2020)

- Delivery and pick-up of vehicles
- Attendant role at the Fire Department for deliveries, maintenance and other services
- Cleaning

\$18.00/hour (was \$15/hour)

- Repair and maintenance of trucks and equipment

\$20.00/hour (no change)

- Repair and maintenance of trucks by Licensed Automotive Service Technician

10. #01-2-24-2020 Storm Stand-by

Also included is an amount for Standby Crews for storms. This labour is paid at minimum wage rate of \$12.55 per hour, effective April 1, 2020.

11. #01-2-24-2030 Honorariums - Firefighters

The Honorariums have been budgeted at \$50,400 distributed as follows:

Fire Department:	\$45,703	(\$43,824 + HST = \$50,398) CPI increase 2.2%
Fire Chief:	4,736	(\$4,541 + HST = \$5,222) CPI increase 2.2%
	<u>\$50,439</u>	

The Fire Department Honorariums are distributed among the members at the discretion of the Department.

12. #01-2-24-5100 Fire Protection Rates

The water rate is \$340,800 as approved by the NSURB on June 21, 2016. This item is not cost shareable with Municipal Districts #1 and #2 Fire Commission as per the written agreement we have with them.

13. #01-2-24-6020 Training

The Town and Districts will cost share \$20,000 for training costs in 2020/21. The Fire Department Training Officer sets up training courses and sends information to Superintendent (FT or Contracted) to do up purchase orders for payment through this budget item. The Fire Department may change courses as required to train firefighters. *The Fire Department will reimburse any cost over \$20,000.*

Course may include the following:

Level I Fire Fighter Course (per member)	\$ 2,500
Officer Training Tactics	1,000
FDIC (per member)	400
D/C Chief Conference*	1,400
Thermal Imaging Camera	1,000
Rapid Intervention Team	1,000
Medical First Responders (per member)	300
Vehicle Extrication	1,000
Ice Rescue	1,000
First Aid/CPR (per member)	50
Aerial Operations	1,000
EHS Symposium (per member)	100
Safety Officer	1,000
South Shore Mutual Aid (per member)	20
Books/Videos	500
Mobile Burn Unit (per member)	300
Fall Arrest (per member)	50
Sim-U-Share Program	600
Class 3/Air Brake (per member)	100
Exercise Equipment	1,000
Small Vessel Operator Proficiency (per member)	1,000
Miscellaneous (new courses)	2,000

*The Town has a \$1,200 limit per individual for convention expenditures annually

14. #01-2-24-3010 Telephone Line

Estimate based on 2019/20 actuals. This includes the paging system at Lunenburg Academy (634-9405) and alarm security line.

15. #01-2-24-7010 Answering Service

Estimate based on the following, dispatch services contracted with Scotia Business (\$620/month), monitoring charges (\$35/month), and line charges (\$73/month).

16. #01-2-24-7020 Telephone

Includes 634-8343 (office), 634-4145 (fax), 634-4112 (club room), three cellular phones for in the trucks, cell phone for Superintendent, circuit line and TMR radio.

17. #01-2-24-7025 Data Information

Radio & Repeater License	\$2,200
Computer Maintenance	700
I am Responding (previously Fire Q) License	1,000
	<u>\$3,900</u>

18. #01-2-24-7030 Fuel

Fuel estimate based on average actual usage at projected pricing. The furnace was upgraded in fiscal 2015/16.

19. #01-2-24-7040 Insurance - Building

Budget based on 2020/21 estimated rates.

20. #01-2-24-7050 Electricity

Based on current consumption rates and prior year usage.

21. #01-2-24-7060 Water

Estimate based on current water consumption and approved rates.

22. #01-2-24-7065 Sewer

Budgeted at 2019/20 approved rate of 41.20¢ per \$100 assessment, based on an assessment of \$2,097,200 (AAN 08204233).

23. #01-2-24-7070 Janitor Supplies

Covers the cost for cleaning products and supplies.

24. #01-2-24-7080 Repairs to Building

Building system tests and inspections	\$2,000
Building system repair and maintenance	3,000
Miscellaneous repairs and maintenance *	5,000
	<u>\$10,000</u>

*Includes items such as paint, floor repair, door service, grease traps, etc.

25. #01-2-74-7090 Interest on Capital Loan

Interest estimates on capital loans are as follows:

Project	Year	Loan Amount	2020/21 Interest
Pumper Fire Truck	2011/12	\$175,000	\$1,573
Aerial Ladder Truck	2015/16	\$448,887	\$7,156

26. #01-2-24-8010 Vehicle/Equipment Maintenance Contracts

Vehicle pump maintenance contract	\$ 2,200
Breathing apparatus contract	2,100
Cascade compressor contract	2,300
Lifepak (AED) maintenance contract	1,400
Ladder Truck Inspection	5,000
Hurst jaws & cutters maintenance contract	600
	<u>\$13,600</u>

27. #01-2-24-8020 Gas and Supplies

Based on actual and projected litres consumed at projected pricing. This budget amount also includes the oil, grease, filter and fluids to do two in-house services of each vehicle yearly and materials to do monthly service on Ladder Truck in-house.

28. #01-2-24-8031-#2-24-8038 Repairs to Trucks

These accounts are budgeted separately for each vehicle as well as a general equipment repair account. Budgeted costs for each vehicle are estimated based on vehicle age and actual repair costs.

Includes in-house labour when working on vehicles at \$18/\$20 per hour as per note 9.

29. #01-2-24-8040 Insurance on Trucks/Equipment

Budget based on estimated 2020/21 rates.

30. #01-2-24-8050 Hose, Clothing and Equipment

As required by the Fire Department, any amount over \$16,700 will be covered by the Fire Department.

31. #01-2-24-8051 PPE – Personal Protective Equipment (Turnout Gear)

Firefighter turnout gear (bunker pants & coat, gloves, helmet, boot, etc.) are all to be replaced every 10 years or when it does not pass NFPA 1953 test (done by Atlantic Bunker Gear). The 10

year replacement is only done for Interior Fighting Force (Level 1 Breathing Apparatus Personal), Exterior Firefighters keep the same gear until it does not pass NFPA testing.

In fiscal 2017/18 a reserve fund was established to offset future turnout gear replacement... As the turnout gear was replaced in 2019/20 this reserve transfers will be continued over the next 10 years until the bunker gear requires replacement again.

32. #01-2-24-8060 General Equipment Repair

Budget reflects requirements to clean bunker gear, gloves and other equipment after major fires as per Occupational Health and Safety standards. Also includes portable pumps, saws, rescue tools and other equipment related to fire-fighting.

Clean, Inspect, Service and Repair Firefighter Personal Protective Equipment	\$4,000
General maintenance contract (in-house)	200
Repair and service small firefighting equipment (in-house)	2,500
BA Mask fit testing (in-house)	200
Misc. equipment repair	100
	<u>\$7,000</u>

33. #01-2-24-8080 Repairs - Recharging Equipment

The Department will do hydrostatic testing, repair and refill air bottles, fire extinguishers and medical oxygen bottles as required. Estimate based on actual cost.

Every five years the cascade air bottles and breathing bottles require hydro-testing and inspection which was included in the 2018/19 budget.

34. #01-2-24-8090 Radio & Paging Repairs

To repair radio and pager equipment as required. The Pagers & Radios were replaced in fiscal 2016/17.

35. #01-2-24-9040 Medical and Other Expenses

Hepatitis "B" shots, medicals and other miscellaneous expenses as required.

36. #01-2-24-9045 Firefighter Recognition Dinner

Annual banquet meal for Firefighters.

37. #01-2-24-9050 Rental - Blue Storage Building

Included in this budget is the Fire Department's rental cost for the portion of space used at the Blue Storage building.

It is noted that the rental revenue for rentals the Town oversees at the Fire Hall are placed in an Equipment Reserve Fund. The revenue received for LDFD organized rentals are retained by LDFD for their use.

TRANSPORTATION SERVICES EXPENDITURE BUDGET							
				2020/21	2020/21	2019/20	2019/20
ACCOUNT #	Note #	DESCRIPTION	BUDGET V2	BUDGET V1	BUDGET	PROJECTION	Notes to Budget V2 - COVID crisis
COMMON SERVICES							
ADMINISTRATION							
-	01-2-31-1002	1	ACCESSIBILITY PLAN DEVELOPMENT	\$ 2,000	\$ 2,000	\$ -	\$ -
(900)	01-2-31-1005		MEETING PAY - TRANSPORTATION SERVICES	-	900	900	500
(200)	01-2-31-1010	1.1	SALARY - ENGINEER	18,500	18,700	18,700	18,700
(150)	01-2-31-1011	1.2	FACILITY SUPERINTENDENT (salary & benefits)	15,050	15,200	14,600	14,600
-	01-2-31-1015		CAR ALLOWANCE - ENGINEER/SUPER.	900	900	600	800
-	01-2-31-1020	2	TELEPHONE & INTERNET	3,500	3,500	3,200	3,500
-	01-2-31-1030	3	SUPPLIES & COMPUTER - ENGINEER	2,000	2,000	2,000	1,400
-	01-2-31-1040	4	ADVERTISING	1,000	1,000	1,000	800
-	01-2-31-1050	5	SURVEY/APPRAISALS	1,000	1,000	1,000	-
-	01-2-31-1300	6	LIABILITY INSURANCE	6,400	6,400	6,400	6,700
(3,000)	01-2-31-1350	7	LEGAL SERVICES	12,000	15,000	12,000	11,000
-	01-2-31-1520	8	TRAVEL/SEMINARS - ENGINEER/WORK FORCE	5,000	5,000	4,000	4,100
-	01-2-31-1400	9	WORKERS COMPENSATION	10,700	10,700	7,300	7,300
-	01-2-31-1620	9	EMPLOYMENT BENEFITS: CPP/EI	34,500	34,500	28,300	28,300
-	01-2-31-1640		TOWN PENSION/RRSP	27,600	27,600	23,400	23,400
-	01-2-31-1650	9	MEDICAL PLAN	32,400	32,400	25,800	25,800
-	01-2-31-1660	9	OTHER BENEFITS	15,600	15,600	13,300	13,300
GENERAL EQUIPMENT							
-	01-2-31-3030		REPAIR TO MISCELLANEOUS EQUIPMENT	2,000	2,000	2,000	3,700
-	01-2-31-3040	10	REPAIRS - TRACKLESS	3,000	3,000	3,000	7,300
-	01-2-31-3041	10	REPAIRS - 1993 GMC TOPKICK	-	-	8,000	7,500
-	01-2-31-3047	10	REPAIRS - 2019 HV607 INTERNATIONAL	3,000	3,000	-	-
-	01-2-31-3042	10	REPAIRS - 2002 GMC TOPKICK	12,000	12,000	12,000	18,700
-	01-2-31-3043	10	REPAIRS - 2009 INTERNATIONAL	14,000	14,000	14,000	8,500
3,500	01-2-31-3044	10	REPAIRS - 2002 F150 1/2 TON (defer replacement to fiscal 21/22)	3,500	-	3,000	6,500
(2,500)	01-2-31-3048	10	REPAIRS - REPLACEMENT FOR 2002 F150	-	2,500	-	-
3,500	01-2-31-30xx	10	REPAIRS - 2009 DODGE 1/2 TON (formerly Electric Utility)	3,500	-	-	-
-	01-2-31-3046	10	REPAIRS - 2011 F250 3/4 TON	2,500	2,500	2,500	2,200
-	01-2-31-3050	11	REPAIRS - HOUGH/PAYLOADER	4,000	4,000	3,000	6,300
-	01-2-31-3060	12	REPAIRS - BACKHOE	4,000	4,000	3,000	5,000
-	01-2-31-3061	13	REPAIRS -2019 ASPHALT ROLLER	500	500	-	-
-	01-2-31-3070	14	INSURANCE ON EQUIPMENT	7,000	7,000	7,000	7,300
-	01-2-31-3080	15	TIRES, CHAINS, ETC.	6,000	6,000	6,000	3,900
(4,000)	01-2-31-3090	16	GAS, OIL, ANTIFREEZE, ETC.	36,000	40,000	40,000	40,000
SMALL TOOLS AND EQUIPMENT							
-	01-2-31-4100	17	TWO-WAY RADIO SYSTEM	1,000	1,000	1,000	-
-	01-2-31-4110	18	SMALL TOOLS & EQUIPMENT	2,500	2,500	2,500	3,200
WORKSHOPS, YARDS & OTHER BLDGS.							
-	01-2-31-5010		RENTAL OF ARMOURIES	1,200	1,200	1,200	1,200
-	01-2-31-5031	19	VRB - REPAIRS & MAINTENANCE	3,000	3,000	4,500	3,000
-	01-2-31-5032	19	VRB - LEGAL	200	200	200	100
-	01-2-31-5033	19	VRB - INSURANCE	2,300	2,300	2,300	2,200
-	01-2-31-5034	19	VRB - SEWER	500	500	500	500
-	01-2-31-5035	19	VRB - ELECTRIC	2,200	2,200	2,500	1,800
-	01-2-31-5036	19	VRB - WATER	500	500	500	500
-	01-2-31-5037	19	VRB - SECURITY/PHONE	1,500	1,500	1,500	1,400
				304,050	307,800	282,700	291,000

TRANSPORTATION SERVICES EXPENDITURE BUDGET							
			2020/21	2020/21	2019/20	2019/20	
ACCOUNT #	Note #	DESCRIPTION	BUDGET V2	BUDGET V1	BUDGET	PROJECTION	Notes to Budget V2 - COVID crisis
-		<u>ROADS AND STREETS</u>					
(400)	01-2-32-3110	20 SALARY - SUPERINTENDENT	38,100	38,500	31,800	32,500	
(42,700)	01-2-32-3120	21 LABOUR - PUBLIC WORKS	177,300	220,000	210,000	210,000	Hiring freeze for unfilled positions to Oct.1
-		STREET REPAIRS - HURRICANE DORIAN	-	-	-	23,700	
-	01-2-32-3210	22 GRAVEL & STONE	5,000	5,000	5,000	5,000	
-	01-2-32-3220	COLAS (ASPHALT TACK COAT)	1,000	1,000	1,000	1,000	
-	01-2-32-3250	23 TREE MAINTENANCE	10,000	10,000	10,000	13,900	
-	01-2-32-3270	CLOTHING	3,200	3,200	2,500	2,500	
-	01-2-32-3280	24 INFRASTRUCTURE SUPPLIES	15,000	15,000	15,000	15,000	
(4,200)	01-2-32-3610	25 LABOUR - STREET CLEANING AND LEAVES	17,800	22,000	22,000	15,000	Hiring freeze for unfilled positions to Oct.1
-	01-2-32-3620	25 SUPPLIES - STREET CLEANING	1,200	1,200	1,200	-	
(550)	01-2-32-3700	26 LABOUR - SNOW & ICE CONTROL	53,950	54,500	53,500	26,800	
-	01-2-32-3710	27 EQUIP RENTAL/CONTRACTED SNOW REMOVAL	500	500	500	300	
-	01-2-32-3720	28 SALT (INC TRANSPORTATION)/SAND	83,000	83,000	83,000	71,100	
-	01-2-32-3240	29 ASPHALT FOR PATCHING	50,000	50,000	50,000	30,000	
-	01-2-32-3300	30 SIDEWALK REPAIRS (LABOUR & MATERIALS)	22,000	22,000	22,000	15,000	
(10,000)	01-2-32-3950	31 CRACK SEALING STREETS	-	10,000	10,000	-	Removed as cost saving measure
-		<u>INTEREST ON LOANS</u>					
-	01-2-32-3970	32 INTEREST ON CAPITAL LOAN - ROADS/STREETS	24,000	24,000	20,600	20,600	
-	01-2-32-7050	32 INTEREST ON CAPITAL LOAN-PARKING METERS	200	200	400	400	
-		<u>STREET & HIGHWAY LIGHTING</u>					
-	01-2-32-5100	33 STREET LIGHTING	112,200	112,200	110,500	110,500	
-		<u>TRAFFIC SERVICES</u>					
-	01-2-32-6030	34 PAINT STREET LINES (CONTRACTOR)	7,000	7,000	7,000	7,000	
-	01-2-32-6035	34 LINE PAINTING (PW - LABOUR & MATERIALS)	6,800	6,800	6,800	3,900	
-	01-2-32-6060	34 TRAFFIC SIGNS & POSTS	3,500	3,500	3,500	3,500	
-		<u>PARKING</u>					
(50)	01-2-32-7015	35 LABOUR - COLLECTION	3,450	3,500	3,500	3,500	
(50)	01-2-32-7016	35 LABOUR - ADMIN/COIN ROLLING	3,950	4,000	3,000	4,000	
(5,000)	01-2-32-7020	36 PARKING METER SUPPLIES (INCL REPAIRS)	15,000	20,000	16,000	17,000	Due to no or little activity defer maintenance until 21/22
-	01-2-32-7030	PARKING LOT LIGHT	400	400	400	400	
-	01-2-32-7040	ADVERTISING - PARKING REG.	400	400	400	-	
-		<u>PUBLIC TRANSIT</u>					
-	01-2-35-0010	37 JOINT TRANSIT	-	-	-	-	
			654,950	717,900	689,600	632,600	
		DEPARTMENT TOTAL	\$ 959,000	\$ 1,025,700	\$ 972,300	\$ 923,600	
		Budget Change in v2	\$ (66,700)				
			-6.5%				

NOTES TO TRANSPORTATION SERVICES BUDGET

1. #01-2-31-1002 Accessibility Plan Development

The Town of Lunenburg is a member of the Lunenburg Accessibility Advisory Committee which will be developing an Accessibility Plan over the 2020/2021 Fiscal Year. The total cost of the Plan is \$32,410 which will be cost shared based on Uniform Assessment. The resulting cost to the Town of Lunenburg is \$1,628 plus Meeting expenses are estimated to be \$6,000 over the 2020/2021 Fiscal Year. This cost will be shared evenly by General Government, Transportation and Recreation and Cultural Services. The Heritage Manager is the Town of Lunenburg's staff representative on this committee.

1.1 #01-2-31-1010 Town Engineer

Approximately 20% of the Town Engineer's salary is charged to the Transportation, 50% Water Utility and approximately 30% appears under Environmental Health Services (Sewer).

1.2 #01-2-31-1011 Facility Superintendent

Approximately 20% of the proposed Facility Superintendent's salary is budgeted in the Transportation department based on projected time allocations.

2. #01-2-31-1020 Telephone and Internet

The Public Works Department has two lines for 634-8992 and an internet line. 50% of the cost is charged to the Water Utility.

3. #01-2-31-1030 Engineer Supplies and Computer

Includes: APENS Dues @ \$250
 Transportation Association @ \$200
 Drafting Supplies
 Office Supplies
 Computer Repairs & Maintenance

4. #01-2-31-1040 Advertising

Includes advertising costs re: obtaining quotes/tenders.

5. #01-2-31-1050 Surveys/Appraisal

Includes street surveys and appraisal fees for easements and sale of land.

6. #01-2-31-1300 Liability Insurance

Insurance costs are budgeted at 2019/20 estimated rates.

7. #01-2-31-1350 Legal Services

Includes legal costs associated with property transactions, street surveys and various departmental issues.

8. #01-2-31-1520 Travel/Seminars - Engineer/Workforce

Public Works Seminars	\$ 600
Safety Training	4,400
	<u>\$5,000</u>

9. #01-2-31-1400 to #01-2-31-1660

These costs reflect the following rates for 2020:

Workers Compensation -----	\$2.28/\$100
EI -----	1.58%
CPP -----	5.25%
Medical Plan -----	Rates effective January 2020.
Other Benefits -----	Includes Holiday Gifts, EAP fees and an accrual for retirement benefits per the Town's Personnel Policy and CUPE contract.

The total cost less recoveries for benefits from Water Utility are listed in these accounts for Public Works employee benefits.

10. #01-2-31-3040 – 3048 Repairs to Trucks and Sidewalk Plow
To cover cost of vehicle repairs for the trackless sidewalk plow, 2019 International, 2002 GMC truck, 2009 International, 2002 Ford ½ ton replacement, 2011 Ford ¾ ton trucks. These accounts include in-house labour allocations.
11. #01-2-31-3050 Hough/Payloader
Estimate for required maintenance.
12. #01-2-31-3060 Repairs to Backhoe
Backhoe purchased in 2017. Estimate for required maintenance.
13. #01-2-31-3061 Repairs to Asphalt Roller
Asphalt Roller purchased in 2019. Estimate for required maintenance.
14. #01-2-31-3070 Insurance on Equipment
Insurance costs are budgeted at 2019/20 estimated rates.
15. #01-2-31-3080 Tires, Chains, Etc.
Estimate for new tires as required for 3 dump trucks, 1 half-ton truck, 1 three-quarter ton truck, backhoe, trackless and loader.
16. #01-2-31-3090 Gas, Oil, Antifreeze, etc.
Budget estimate at 2019/20 consumption plus estimated fuel pricing.
17. #01-2-31-4100 Two-way Radio System
Radios are now being used instead of cell phones. Budget for repairs and maintenance costs.
18. #01-2-31-4110 Tools/Equipment under \$2,500
Includes funding to purchase tools and equipment to be utilized by the department.
19. #01-2-31-5031 -#01-2-31-5037 Victoria Road Building-Repairs and Maintenance
This building is used by the Town for a carpentry shop and storage. Costs include insurance, electricity, security line and maintenance.

Rent is charged to the Water Utility, Electric Utility, Fire Department, Navy League and Recreation Department for use of this building.
20. #01-2-32-3110 Salary - Superintendent
Approximately 40% of the Superintendent's salary is charged to the Water Utility and 10% of the Superintendent's salary appears under Environmental Health Services (Sewer).
21. #01-2-32-3120 Labour
The labour for the Public Works department is divided among several budget categories depending on actual jobs assigned.
22. #01-2-32-3210 Gravel & Stone
The gravel is used for shouldering and as a base for pavement.
23. #01-2-32-3250 Tree Maintenance
Included in this budget is \$10,000 for tree trimming in 2020/21.
24. #01-2-32-3280 Infrastructure Supplies
Includes small items such as material, paint, supplies, oxygen and acetylene for welder.

25. #01-2-32-3610/3620 Street Cleaning & Supplies

Public Works labour estimate for sweeping and clearing streets of debris, leaf pick-up, supplies (sweeper brushes) and advertising for leaf clean up.

26. #01-2-32-3700 Labour - Snow & Ice Control

Category established to keep track of Public Works costs in relation to snow plowing and removal, as well as ice salting/sanding. Budgeted to reflect estimated allocated costs plus wage increase adjustments.

27. #01-2-32-3710 Equipment Rental/Contracted Snow Removal

Estimate for equipment rentals and contracted snow removal when required.

28. #01-2-32-3720 Salt/Sand

Based on a 7 year average and adjusted for increased number of winter storms. If there are unexpended budget monies in this account at year end a reserve transfer may be considered. There is currently a \$46,500 salt reserve on hand.

29. #01-2-32-3240 Asphalt for Patching

Estimate based on 3 year average tonnes required and projected amounts required at current prices.

30. #01-2-32-3300 Renewal of Sidewalks

Estimate based on required need. Many sidewalks need upgrading or replacement.

31. #01-2-32-3950 Street Crack Sealing

There are many Town streets that are in need of crack sealing. This will reduce the amount of asphalt patching required to extend the life of the existing pavement.

32. #01-2-32-3970 Interest on Capital Loans

	Interest
Temporary Borrowings	\$4,500
Sidewalks: Cornwallis St, Montague St	351
Hebb Street Paving	608
Chipseal Schwartz St, Green St shouldering, Blue Building Roof	1,052
Paving Creighton Street, Mason's Beach Road	5,131
Paving Victoria Road	1,279
Paving Wolff Ave/Starr Street	1,536
Pave Hebb & Hopson Street	950
Street upgrades 2016/17	4,117
Backhoe	1,728
Trackless Plow	<u>2,653</u>
Total	\$23,905

33. #01-2-32-5100 Street Lighting

Estimate based on 2019/20 actual consumption and current rates.

34. #01-2-32-6030 – 6060 Paint Street Lines, Traffic Signs and Posts

Estimate for painting lines, installing signs and posts.

35. #01-2-32-7015/7016 Parking Meter Labour

The cost of a public works employee to collect parking meter coin and repair meters. As well, administrative wages associated with rolling and depositing coinage and collection of outstanding parking tickets.

36. #01-2-32-7020 Parking Meter Supplies

Amount included is for replacement parts and batteries for approximately 240 meters. Supplies include coin wrappers and tickets.

Parking Meter Revenue and Expenses (Budget 2020/21) – notice of motion of revised rates at the June 11, 2019 Council meeting

<u>Revenue</u>	
Parking Meters	\$ 185,000
Parking Fines	6,500
	<u>\$ 191,500</u>
<u>Expenses</u>	
Public Works labour for coin collection	3,500
Administrative labour	4,000
Repairs, maintenance & supplies	20,000
Advertising	400
Interest on capital loan	200
	<u>\$ 28,100</u>
Net revenue	<u><u>\$ 163,400</u></u>
By-Law Enforcement costs	<u>\$ 6,000</u>
(See: Other Protective Services Budget)	

37. #01-2-35-0010 Joint Transit

No amount included in the 2020/21 budget for this item.

ENVIRONMENTAL HEALTH SERVICES EXPENDITURE BUDGET							
ACCOUNT #	Note #	DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTION	Notes to Budget V2 - COVID crisis
SEWAGE COLLECTION AND DISPOSAL							
(400)	01-2-42-2010	2	ENGINEER & SUPERINTENDENT	\$ 38,900	\$ 39,300	\$ 35,700	\$ 35,700
(50)	01-2-42-2011	2.1	FACILITY SUPERINTENDENT (salary & benefits)	4,450	4,500	4,400	4,400
(200)	01-2-42-2020	3	LABOUR - PUBLIC WORKS	21,800	22,000	17,900	22,000
(200)	01-2-42-2023	4	HONORARIUMS/ STAFF MEETING PAY	2,500	2,700	2,700	2,700
-	01-2-42-2025	5	FRINGE BENEFITS	10,000	10,000	8,900	8,900
-	01-2-42-2027	6	PW STAFF TRAINING AND TRAVEL	2,000	2,000	2,000	500
-	01-2-42-2030	7	MATERIALS AND SUPPLIES	16,000	16,000	12,000	20,700
-	01-2-42-2031	7.1	CATCH BASIN CLEANING	40,000	40,000	20,000	20,800
-	01-2-42-2035		COMPUTER MAINTENANCE	3,000	3,000	2,000	4,000
-	01-2-42-2040		LEGAL COSTS	50,000	50,000	15,000	15,000
-			SEWAGE LIFT STATION				
-	01-2-42-3010	8	ELECTRICITY	49,200	49,200	49,200	45,000
-	01-2-42-3020	9	MAINTENANCE (MATERIALS & LABOUR)	25,000	25,000	15,000	25,000
-	01-2-42-3021	9.1	LIFT STATION CLEANING	25,000	25,000	20,000	25,000
-	01-2-42-3030		INSURANCE - PUMPING STATIONS	3,400	3,400	3,300	3,400
-	01-2-42-3031	9.2	REPAIRS/MAINTENANCE-2005 Chev 1/2 ton	3,500	3,500	-	-
-		10	SEWAGE TREATMENT PLANT				
(950)	01-2-42-4010	11	SALARY - TREATMENT PLANT	101,050	102,000	93,000	93,000
-	01-2-42-4025	11.1	PROCESS ENGINEERING SUPPORT FOR WWTP	30,000	30,000	-	-
-	01-2-42-4020	12	EMPLOYEE BENEFITS - TREATMENT PLANT	22,000	22,000	21,500	21,500
-	01-2-42-4035	13	TRAINING, TRAVEL AND MEMBERSHIPS	6,000	6,000	6,000	3,000
-	01-2-42-4040		OFFICE SUPPLIES	300	300	300	300
-	01-2-42-4050	15	CLOTHING	1,500	1,500	1,500	1,000
-	01-2-42-4060	16	JANITOR CONTRACT/SUPPLIES	2,000	2,000	2,000	1,700
-	01-2-42-4100	17	PUBLIC WORKS DEPT. - LABOR	2,000	2,000	1,000	1,700
-	01-2-42-4110	18	ELECTRICITY	222,000	222,000	217,000	215,000
-	01-2-42-4120		TELEPHONE/INTERNET/CELL PHONE/MODEM	4,500	4,500	4,000	4,500
-	01-2-42-4130	18.1	WATER	20,000	20,000	9,000	22,000
1,800	01-2-42-4150		BUILDING/YARD MAINTENANCE	6,800	5,000	3,000	6,200
-	01-2-42-4160		INSURANCE	15,100	15,100	12,900	15,100
-	01-2-42-4200	19	LABORATORY EQUIP, TESTING & SUPPLIES (included \$15,000 for Harbour Testing in fiscal 18-19)	15,000	15,000	12,000	13,000
-	01-2-42-4201		ENVIRONMENTAL ASSESSMENTS	5,000	5,000	5,000	-
-	01-2-42-4210	19.1	CHEMICALS	32,000	32,000	30,000	30,000
-	01-2-42-4220	20	SLUDGE DISPOSAL -TRUCKING FEES	25,000	25,000	25,000	22,000
-	01-2-42-4225	21	SLUDGE DISPOSAL - LAGOON/COMPOST FEES	60,000	60,000	50,000	57,000
-	01-2-42-4240	22	UV LAMP/PROBE REPLACEMENT	4,000	4,000	4,000	4,000
-	01-2-42-4250		SMALL TOOLS & EQUIPMENT	1,000	1,000	1,000	1,000
-	01-2-42-4260		EQUIPMENT MAINTENANCE	55,000	55,000	45,000	50,000
-	01-2-42-4300	23	SMALL CAPITAL EQUIPMENT	10,000	10,000	11,500	11,500
-	01-2-42-4302	23.1	BIOFILTER MEDIA REVERSE	11,500	11,500	-	-
-			PLANT REPAIRS - HURRICANE DORIAN	-	-	-	150,700
-			INSURANCE RECOVERY				(100,700)
-			INTEREST ON SEWER LOANS				
-	01-2-42-4170	24	INTEREST ON CAPITAL LOAN	27,000	27,000	27,400	27,400
			973,500	973,500	790,200	884,000	
GARBAGE & WASTE COLLECTION AND DISPOSAL							
ADMINISTRATION							
-	01-2-43-1100	25	HONORARIUMS	1,200	1,200	1,100	1,100
-	01-2-43-1120	26	ADVERTISING/CALENDAR	1,000	1,000	1,000	1,000
(400)	01-2-43-1200		LEGAL SERVICES	1,600	2,000	2,000	10,000
GARBAGE AND WASTE COLLECTION							
-	01-2-43-2010	27	CONTRACT	212,000	212,000	228,300	228,300
-	01-2-43-2020		LABOUR - PUBLIC WORKS	5,000	5,000	7,000	2,000
-	01-2-43-2025	28	GARBAGE COLLECTION SUPPLIES	1,500	1,500	1,500	1,000
-	01-2-43-2030	29	PUBLIC EDUCATION/OTHER	500	500	500	200
INTEREST ON WASTE DISPOSAL LOANS							
-	01-2-43-2050	30	INTEREST ON CAPITAL LOAN	-	-	-	
RECYCLING AND OTHER GARBAGE DISPOSAL COSTS							
-	01-2-43-5010	31	RECYCLING, COMPOST AND WASTE DISPOSAL	155,000	155,000	155,000	155,000
-	01-2-43-5025	32	LANDFILL SITE & WELL MONITORING	5,300	5,300	5,300	5,300
-	01-2-43-5030	33	REGION 6 MUNICIPAL CONTRIBUTION	2,000	2,000	1,900	1,900
			385,100	385,500	403,600	405,800	
DEPARTMENT TOTAL			\$ 1,358,600	\$ 1,359,000	\$ 1,193,800	\$ 1,289,800	
Budget Change in v2			\$ (400)				
			0.0%				

NOTES TO ENVIRONMENTAL HEALTH SERVICES BUDGET

1. Sewer Annual Charges

PROPOSED RATES FOR 2020/21 WITH \$50,000 RESERVE TRANSFER			
Classification	2020/21 Proposed Rate	2019/20 Approved Rate	Proposed Yearly Increase
Dwelling Unit	\$494.60	\$374.60	\$120.00
Commercial Rate	47.26¢/100 of Assessment	41.20¢/100 of Assessment	14.70%
Churches - quarterly	\$290.49	\$220.07	\$281.69

Sewer Revenue Contribution Comparison		
	<u>2019/20</u>	<u>2020/21</u>
Residential	57.0%	60.0%
Commercial	42.4%	39.4%
Churches	0.6%	0.6%

PROPOSED RATES FOR 2020/21 WITH \$75,000 RESERVE TRANSFER			
Classification	2020/21 Proposed Rate	2019/20 Approved Rate	Proposed Yearly Increase
Dwelling Unit	\$513.20	\$374.60	\$138.60
Commercial Rate	47.26¢/100 of Assessment	41.20¢/100 of Assessment	14.70%
Churches - quarterly	\$301.50	\$220.07	\$325.70

Sewer Revenue Contribution Comparison		
	<u>2019/20</u>	<u>2020/21</u>
Residential	57.0%	60.9%
Commercial	42.4%	38.5%
Churches	0.6%	0.6%

PROPOSED RATES FOR 2020/21 WITH \$100,000 RESERVE TRANSFER			
Classification	2020/21 Proposed Rate	2019/20 Approved Rate	Proposed Yearly Increase
Dwelling Unit	\$531.90	\$374.60	\$157.30
Commercial Rate	47.26¢/100 of Assessment	41.20¢/100 of Assessment	14.70%
Churches - quarterly	\$312.50	\$220.07	\$369.72

Sewer Revenue Contribution Comparison		
	<u>2019/20</u>	<u>2020/21</u>
Residential	57.0%	61.8%
Commercial	42.4%	37.6%
Churches	0.6%	0.6%

High Liner sewer rates are set by a negotiated contract which last expired Nov. 30, 2018. This amount is shown under the General Revenue section of the Town. These revenues are used to offset sewer operating costs, debt principal payment and sewer reserve transfers for future capital projects.

2020/21 Sewer Costs & Funding

Collection & Disposal Estimate	\$973,500
Debt Repayment – Principal (see: Fiscal Services)	81,300
Reserve Transfer (future Capital)	<u>50,000</u>
Total Costs	<u>\$1,104,800</u>

Funding (Based on proposed 2020/21 rates and 2020 assessments)

Sewer Rates	<u>\$1,104,800</u>
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2. #01-2-42-2010 Engineering and Superintendence

This represents 30% of the Town Engineer’s salary and 10% of the Superintendent’s salary.

2.1. #01-2-42-2011 Facility Superintendent

Approximately 20% of the proposed Facility Superintendent’s salary is budgeted in Environmental Health based on projected time allocations.

3. #01-2-42-2020 Labour

Based on estimated sewer repairs including annual cleaning of catch basins and actual costs.

4. #01-2-42-2023 Honorariums/Staff Meeting Pay

Council Honorariums	\$2,600
Staff Meeting Pay	\$100

5. #01-2-42-2025 Fringe Benefits

7.2% of Public Works benefits (Engineer and Superintendent included). Includes CPP, EI, Workers Compensation, Pension and Medical.

6. #01-2-42-2027 Staff Training and Travel

This budget is for waste water collection and treatment courses.

7. #01-2-42-2030 Materials and Supplies

This includes materials used for maintenance of sanitary and storm sewers, as well as video inspection and cleaning of sewer lines and cleaning of catch basins.

7.1 #01-2-42-2031 Catch Basin Cleaning

The cost of Catch Basin Cleaning has been separated from the account Sewer Collection and Disposal – Materials and Supplies, to assist staff with tracking of this operational cost.

There are 408 catch basins, staff are recommending they all be cleaned in both spring and fall using a hydro-vac truck service.

8. #01-2-42-3010 Sewage Pumping Stations-Electricity

This account includes the electricity costs for pumping stations on Young St., Knickle Rd., Oxner Dr., Bluenose Dr., Linden Ave., Brook St., Rous’ Brook, and Tannery Road.

9. #01-2-42-3020 Lift Station Repairs

Ongoing repairs, cleaning and preventative maintenance of lift station pumping equipment at Young St., Knickle Rd., Oxner Dr., Bluenose Dr., Linden Ave., Brook St., Rous' Brook, and Tannery Road.

Included in the Lift station maintenance budget is \$4,200 for an annual preventative maintenance inspection by motor supplier – as approved by Dec.10, 2019 Council motion

9.1 #01-2-42-3021 Lift Station Cleaning

The cost of Lift Station Cleaning has been separated from the account Lift Station Maintenance, to assist staff with tracking of this operational cost.

Staff are recommending all lift stations be hydro-vac cleaned once a year at a cost of approximately \$25,000.

9.2 #01-2-42-3031 Repairs/Maintenance-2005 Chev ½ Ton

As part of the vehicle review it has been recommended that this truck be reallocated to the WWTP for operator maintenance activities associated with facility operations and Lift Station maintenance.

10. #01-2-42-4000 Sewage Treatment Plant

Known and estimated operating costs are budgeted in the following section. Sewer revenues are shown in the Town General section and will be applied to operating costs and debt repayment.

11. #01-2-42-4010 Salary – Treatment Plant

Includes Water Resource Operator salaries (1.5 FTE) to oversee sewage treatment operations. The budget total reflects positions for the entire year.

11.1 #01-2-42-4025 Process Engineering Support for WWTP

Includes estimated process engineering support for WWTP of approximately 2 days per month during the year.

12. #01-2-42-4020 Employee Benefits – Treatment Plant

Benefits include CPP, EI, Workers' Compensation, EAP, pension and medical plans.

13. #01-2-42-4035 Training and Travel

Training and travel for WROs and PW Superintendent for waste water certification courses.

15. #01-2-42-4050 Clothing

Estimate for clothing as per union contract.

16. #01-2-42-4060 Janitorial Contract and Supplies

Includes janitorial contract and cleaning supplies.

17. #01-2-42-4100 Public Works Dept. - Labour

This account has been set up for required Public Works labour at the sewage treatment plant.

18. #01-2-42-4110 Electricity

Estimate based on annual average consumption at current consumption rates.

18.1. #01-2-42-4130 Water

Estimate based on annual average consumption at current consumption rates.

19. #01-2-42-4200 Laboratory Equipment Testing & Supplies

The estimate for testing required by Environment Canada. Under the Waste Water and Effluent regulations, the waste water has to be tested in an accredited lab for CBOD, total suspended solids, ammonia, PH and acute lethality. In 2018/19 the budget contained \$15,000 for Harbour Testing by Bluenose Coastal Action Foundation.

19.1. #01-2-42-4210 Chemicals

Based on annual average usage at current pricing levels.

20. #01-2-42-4220 Sludge Disposal Trucking Fees

Trucking estimates are for weekly dumping of the sludge bin, and necessary loads of watered sludge to sewage lagoons. 2019/20 fees were \$240 per load for watered sludge and \$135.00 per load for dewatered sludge. Watered sludge will only be created when the de-watering press is down for maintenance because we have limited storage for wet sludge. These loads will be sent to the Lunenburg Regional Community Recycling Centre in Whynott's Settlement operated by the Municipal Joint Services Board. The budget also includes sludge disposal from annual cleaning of channel aeration building and bi-annual cleaning of process room channel. Other disposal options will be considered as they become available.

21. #01-2-42-4225 Sludge Disposal Tipping Fees

All sludge (de-watered and watered) will be disposed of at the Lunenburg Regional Community Recycling Centre in Whynott's Settlement. De-watered sludge must be composted. The tipping fee was \$149/MT. Watered sludge will be disposed of in the lagoons for a tipping fee of \$44.10/MT (2019/20 rates), which may be subject to change.

22. #01-2-42-4240 UV Lamp/Probe Replacement

UV bulbs have a recommended life cycle of 12,000 hours and are replaced as required.

23. #01-2-42-4300 Small Capital Equipment

WWTP – Small Capital	
UVT Meter	\$2,200
pH Probe for daily testing	650
Magnetic stir plate for lab	600
Probe stand for lab	250
VT Scada upgrades	2,100
Tannery Road touch panel replacement	2,100
Microscope for lab testing	2,100
Total	\$10,000

23.1 #01-2-42-4302 Biofilter Media Reserve

The media requires replacement approximately every 6 years at an estimated cost of \$70,000. An annual reserve will be established to provide for this expenditure when needed.

24. #01-2-42-4170 Interest on Capital Loan

Includes interest for various capital projects. See: Fiscal Services budget notes for details.

25. #01-2-43-1100 Honorariums/Staff Meeting Pay

Based on a portion of Council Honorariums.

26. #01-2-43-1120 Advertising/Calendar

Based on estimated costs.

27. #01-2-43-2010 Contract - Garbage Collection

A new four year garbage collection contract was signed effective April 1, 2020, the contract is effective to March 31, 2024. In addition there is an option of two yearly extension of the contract to March 31, 2026.

	2016/17	2017/18	2018/19	2019/20	2020/21
Annual Cost excl. HST	\$208,311	\$213,518	\$218,856	\$218,856	\$203,287
Cost net of HST rebate	\$217,239	\$222,670	\$228,236	\$228,236	\$212,000

28. #01-2-43-2025 Garbage Collection Supplies

Includes purchase of garbage bags, aerated carts, and street collection containers.

29. #01-2-43-2030 Public Education/Other

This includes costs for public education for solid waste diversion and clear bag program.

30. #01-2-43-2050 Interest on Capital Loan

See: Fiscal Services budget notes for details.

31. #01-2-43-5010 – Recycling, Composting and Waste Disposal

Estimate based on contract with the Municipality of the District of Chester for tipping fees at Kaizer Meadow. Annual tipping fees increase by the lesser of 2.5% or NS CPI in the previous calendar year (1.6% in 2019).

Waste tonnage totals delivered to the Waste Site are as follows:

Waste Type	Chester 2019/20 Rates per Tonne	Chester 2018/19 Tonnage	Chester 2017/18 Tonnage	Chester 2016/17 Tonnage	Chester 2015/16 Tonnage	Chester 2014/15 Tonnage
Recyclables (Blue Bag)	\$257.90	96.17	105.38	109.07	111.13	99.39
Compost	\$173.03	346.73	347.65	362.41	390.93	349.43
Leaf & Yard Waste	\$38.66	3.46	2.56	3.21	4.08	1.39
Refuse (Black Bag)	\$77.57	313.36	310.92	282.20	283.70	327.31
Cardboard	\$257.89	108.71	120.97	130.20	137.55	125.05
Special(Clean-up/other)	\$92.35	91.31	93.03	90.97	94.49	73.89
Scrap Metal	\$36.60	0.96	7.51	10.87	6.43	7.11
TOTAL TONNES		960.70	988.02	988.93	1,028.31	983.57

32. #01-2-43-5025 – Landfill Site and Well Monitoring

The Landfill Site at Whynott’s Settlement was closed. Site and well monitoring is required until 2031. The Municipal Joint Services Board has previously provided projections for this monitoring cost of \$656,586 over the next 16 years. The Town of Lunenburg’s share of this cost based on 2012 sharing of 7.92%.

The Town’s Site Closure Reverse has a balance of \$12,600 at March 31, 2019.

33. #01-2-43-5030 – Region 6 Municipal Contribution

Region 6 Waste Management has changed its accounting policy. Prior to 2016/17, its revenues and expenditures were netted resulting in the net revenues being distributed to member municipal units based on population. Member municipal units are now required to pay their share quarterly. This will be offset by the full amount of the Municipal Approved Program Fund paid out annually to each unit.

ENVIRONMENTAL DEVELOPMENT SERVICES EXPENDITURE BUDGET							
ACCOUNT #	Note #	DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTION	Notes to Budget V2 - COVID crisis
PUBLIC HEALTH AND WELFARE SERVICES							
PUBLIC HEALTH							
-	01-2-51-1000	1 TRANSFER TO CEMETERY	\$ 40,700	\$ 40,700	\$ 43,300	\$ 45,800	see Cemetery budget for details
HOUSING							
-	01-2-52-1000	2 REGIONAL HOUSING CORPORATION	22,000	22,000	22,000	22,000	
ENVIROMENTAL PLANNING & ZONING							
(500)	01-2-61-1050	3 COUNCIL & COMMITTEE HONORARIUMS	9,300	9,800	9,100	9,100	Meeting Pay Roll back for managers during this fiscal year.
(700)	01-2-61-1070	4 SALARY - PLANNING (Planner, TMC)	73,100	73,800	71,100	71,000	
-	01-2-61-1080	4 BENEFITS - PLANNING (Planner, TMC)	17,000	17,000	10,300	10,300	
-	01-2-61-1090	5 MEMBERSHIP FEES	900	900	900	900	
(1,200)	01-2-61-1095	TRAINING	800	2,000	2,000	2,000	No training, external mtg expenses only
(1,000)	01-2-61-1100	6 ADVERTISING & MISC. EXPENSES	1,500	2,500	1,500	1,500	Anticipated reduction in advertising for planning matters
(500)	01-2-61-1130	STATIONARY & SUPPLIES	1,500	2,000	2,000	3,500	Efficiency savings thru digital permits
-	01-2-61-1140	7 GEOGRAPHIC INFORMATION SYSTEMS	-	-	1,300	-	
(2,200)	01-2-61-1300	8 LEGAL COSTS - PLANNING	8,800	11,000	5,000	11,000	
			112,900	119,000	103,200	109,300	
COMMUNITY DEVELOPMENT							
-	01-2-62-3000	LQRDA COSTS/SSREN	-	-	-	-	
OLD FIRE HALL							
-	01-2-62-9050	10 PROPERTY TAX	3,100	3,100	3,400	3,400	
(1,100)	01-2-62-9100	11 FUEL	9,900	11,000	8,500	11,000	Assumed 10% benefit due to changing prices
-	01-2-62-9200	12 INSURANCE	3,100	3,100	3,000	3,100	
-	01-2-62-9300	13 ELECTRICITY	4,700	4,700	4,700	4,100	
-	01-2-62-9400	14 WATER	600	600	600	600	
-	01-2-62-9500	15 SEWER	2,100	2,100	2,100	2,100	
-	01-2-62-9599	FACILITY SUPERINTENDENT (salary & benefits)	1,500	1,500	1,500	1,500	
-	01-2-62-9600	16 REPAIRS TO BUILDING (previously included legal)	2,000	2,000	9,000	2,000	
-	01-2-62-9601	INTEREST ON CAPITAL LOAN	1,400	1,400	1,700	1,700	
(600)	01-2-62-9602	LEGAL FEES	2,400	3,000	2,000	3,000	
			30,800	32,500	36,500	32,500	
CN STATION							
(300)	01-2-62-9720	17 FUEL	2,500	2,800	2,500	2,300	Assumed 10% benefit due to changing prices
-	01-2-62-9730	19 INSURANCE	2,100	2,100	2,100	2,100	
-	01-2-62-9740	20 ELECTRICITY	2,500	2,500	2,000	2,000	
-	01-2-62-9750	21 WATER	500	500	500	500	
-	01-2-62-9760	22 SEWER	1,200	1,200	1,200	1,200	
-	01-2-62-9765	22 PROPERTY TAXES	10,900	10,900	10,900	10,700	
-	01-2-62-9769	FACILITY SUPERINTENDENT (salary & benefits)	1,500	1,500	1,500	1,500	
-	01-2-62-9770	23 REPAIR AND MAINTENANCE	1,000	1,000	3,000	500	
(100)	01-2-62-9771	LEGAL	400	500	500	200	
			22,600	23,000	24,200	21,000	
LUNENBURG ACADEMY							
(15,000)	01-2-62-9801	24 DEVELOPMENT COORDINATOR CONTRACT - Grant	15,000	30,000	30,000	30,000	Reduce by 50% due to budgetary restrictions
-	01-2-62-9805	25 CUSTODIAL SERVICES CONTRACT	6,600	6,600	6,600	6,600	
(50)	01-2-62-9807	25 WAGES & BENEFITS (PW LABOUR)	3,750	3,800	3,800	3,800	
-	01-2-62-9820	26 CONSULTING FEES	2,000	2,000	2,000	-	
(3,000)	01-2-62-9822	27 LEGAL FEES	12,000	15,000	9,000	20,000	
-	01-2-62-9830	28 TELEPHONE/ALARM SYSTEM	3,000	3,000	3,000	3,000	
-	01-2-62-9840	29 ADVERTISING	1,000	1,000	1,000	500	
(5,200)	01-2-62-9850	30 FUEL	46,800	52,000	50,000	48,200	Assumed 10% benefit due to changing prices
-	01-2-62-9855	31 INSURANCE	25,600	25,600	23,100	25,600	
-	01-2-62-9860	32 ELECTRICITY	13,100	13,100	13,100	11,200	
-	01-2-62-9865	33 WATER	3,000	3,000	4,500	2,500	
-	01-2-62-9870	34 SEWER	6,200	6,200	6,200	6,000	
-	01-2-62-9870	PROPERTY TAXES (previously 100% commercial exempt)	30,500	30,500	-	-	
(150)	01-2-62-9879	FACILITY SUPERINTENDENT (salary & benefits)	18,850	19,000	18,400	18,400	
(2,000)	01-2-62-9880	35 REPAIRS TO BUILDING	20,000	22,000	22,000	22,000	decrease repair and maintenance re: budgetary restrictions, large capital maintenance program in progress
-	01-2-62-9881	36 JANITORIAL SUPPLIES	1,000	1,000	1,000	1,000	
-	01-2-62-9882	37 ELEVATOR MAINTENANCE	3,000	3,000	3,000	3,000	
(3,000)	01-2-62-9884	38 FURNACE REPAIRS	-	3,000	3,000	500	Furnace repairs to come out of R&M budget, eliminate line item for good
-	01-2-62-9895	INTEREST ON CAPITAL LOAN	13,400	13,400	8,300	9,400	
			224,800	253,200	208,000	211,700	

ENVIRONMENTAL DEVELOPMENT SERVICES EXPENDITURE BUDGET							
			2020/21	2020/21	2019/20	2019/20	
ACCOUNT #	Note #	DESCRIPTION	BUDGET V2	BUDGET V1	BUDGET	PROJECTION	Notes to Budget V2 - COVID crisis
-							
-		ANNEX BUILDING - 17 TANNERY ROAD					
-	01-2-62-9950	REPAIRS TO BUILDING	-	-	-	2,000	
-	01-2-62-9951	LEGAL FEES	-	-	-	-	
-	01-2-62-9915	39 INSURANCE	1,200	1,200	1,200	1,200	
-			1,200	1,200	1,200	3,200	
-		ECONOMIC DEVELOPMENT & TOURISM					
(1,500)	01-2-69-1020	40 TOURISM EXPENSES	2,000	3,500	3,500	2,000	Eliminate the portable toilets next to Town Hall this summer
-	01-2-69-2100	41 SUPPLIES	3,000	3,000	3,000	4,500	
-	01-2-69-2200	42 TRAVEL	100	100	100	-	
-	01-2-69-2300	43 ADVERTISING	1,000	1,000	1,000	1,100	
-	01-2-69-2350	44 TOWN CRIER	200	200	200	200	
-	01-2-69-2400	45 INTERNET COSTS	5,500	5,500	5,500	5,500	
-	01-2-69-2500	46 STRATEGIC PLAN/MUNICIPAL COLLABORATION	-	-	-	-	
-	01-2-69-2600	47 COMMUNICATIONS	10,000	10,000	10,000	10,000	
			21,800	23,300	23,300	23,300	
-		VISITOR SERVICE CENTRE					
-	01-2-69-1100	48 PUBLIC WASHROOMS	-	-	-	-	
-	01-2-69-1101	48 PUBLIC WASHROOMS-CLEANING SERVICES/SUPPLIES	8,800	8,800	8,800	8,500	
-	01-2-69-1102	48 PUBLIC WASHROOMS-REPAIRS & MAINTENANCE	2,000	2,000	2,000	1,700	
-	01-2-69-1103	48 PUBLIC WASHROOMS-ELECTRIC	1,100	1,100	1,100	1,100	
-	01-2-69-1104	48 PUBLIC WASHROOMS-WATER	1,500	1,500	1,500	1,400	
-	01-2-69-1105	48 PUBLIC WASHROOMS-PHONE/SECURITY	800	800	800	800	
-	01-2-69-1106	48 PUBLIC WASHROOMS-SEWER CHARGES	500	500	500	500	
-	01-2-69-1107	48 PUBLIC WASHROOMS-INSURANCE	400	400	400	400	
			15,100	15,100	15,100	14,400	
		DEPARTMENT TOTAL	\$ 491,900	\$ 530,000	\$ 476,800	\$ 483,200	
		Budget Change in v2	\$ (38,100)				
			-7.2%				

NOTES TO ENVIRONMENTAL DEVELOPMENT SERVICES BUDGET

1. #01-2-51-1000 Cemetery

The Town will have to fund the Cemetery deficit from its general tax revenue. See: Cemetery budget for further information.

2. #01-2-52-1000 Regional Housing Authority

Deficit sharing at 12^{1/2}% for Cornwallis Apartments and Blockhouse Hill Apartments (Budget 2020/21 @ \$22,000). This includes cost sharing on operating expenditures only. The Town has not been advised that there are capital expenditures budgeted in 2020/21.

3. #01-2-61-1050 Honorariums/ Meeting Pay - PAC

Based on a portion of:

Council Honorariums	\$9,100
Appointed Members	700
Total	\$9,800

4. #01-2-61-1070/1080 Salary-Planning/Development

This account includes estimated costs for the Town Manager (TMC) for managerial supervision and support of Planning/Development allocated as follows: Planning/Development - 10% (TMC).

5. #01-2-61-1090 Membership Fees

Estimate for professional fees for staff members.

6. #01-2-61-1100 Advertising & Miscellaneous Expenses

Includes costs to advertise public participation meetings, zoning changes and development agreements. These costs are recovered anytime a person makes application to the Town.

7. #01-2-61-1140 Geographic Information System

No budget included for 2020/21.

8. #01-2-61-1300 Legal Costs – Planning

Estimate based on fees for legal costs.

Facility Superintendent

Approximately 29% of the Facility Superintendent’s salary is budgeted in the Environmental Development based on projected time allocations. Within Environmental Development the Facility Superintendent is allocated 4% to Old Fire Hall and CN Station and 25% to Lunenburg Academy.

Old Fire Hall

Expenses for the Old Fire Hall are shown as Environmental Development Services as the Town has this building available for rental and development. Rental revenue offsets the cost of operating this building.

Old Fire Hall	
Est. Revenue	\$21,900
Expenditure Budget	\$32,500
Net Estimated Operating Cost	\$10,600

10. #01-2-62-9050 Property Tax

The taxable assessment for 2020 \$91,300. (AAN 04647327) based on 2019/20 tax rates of \$3.358/\$100 assessment. This commercial assessment relates only to the parts of the building that are leased. Any government buildings that have commercial leases are subject to Commercial Real property tax assessment.

11. #01-2-62-9100 Fuel

Estimate based on 5 year average consumption and projected fuel costs.

12. #01-2-62-9200 Insurance

Based on estimated rates.

13. #01-2-62-9300 Electricity

Estimate based on estimated consumption and current power rates.

14. #01-2-62-9400 Water

This budget reflects current water rates and estimated consumption.

15. #01-2-62-9500 Sewer

This budget reflects the 2019/20 rates. The 2020 assessment is \$360,080 (AAN 04647327).

16. #01-2-62-9600 Repairs to Building

Includes \$2,000 for miscellaneous repairs as required.

CN Station

Expenses for the CN station are shown as Environmental Development Services as the Town has this building available for rental and development. There is an agreement with Second Story Women’s Centre to use this building as their headquarters and the rental revenue offsets the cost of operating this building.

CN Station	
Est. Revenue	\$19,200
Expenditure Budget	\$23,000
Net Estimated Operating Cost	\$3,800

17. #01-2-62-9720 Fuel

Based on a 5 year average consumption and estimated fuel prices.

19. #01-2-62-9730 Insurance

Based on estimated rates.

20. #01-2-62-9740 Electricity

Based on estimated consumption and current power rates.

21. #01-2-62-9750 Water

Based on current rates and estimated consumption.

22. #01-2-62-9760/9765 Sewer & Property Taxes

Sewer is budgeted at the 2019/20 approved rate. The 2020 assessment is \$319,900 (AAN 05483913). Commercial property taxes are assessed on this property as this is a commercial lease to a non-government entity and are estimated at the 2019/20 rate.

23. #01-2-62-9770 Repairs to Building

Estimated miscellaneous repair requirements are included in the budget.

Lunenburg Academy

The Lunenburg Academy building was turned over to the Town on March 19, 2012. Several rental agreements are in place and pending to offset the operating costs of this building.

Lunenburg Academy	
Est. Revenue	\$207,000
Expenditure Budget	\$253,200
Net Estimated Operating Cost	\$46,200

24. #01-2-62-9801 Development Coordinator Contract - Grant

Prior to fiscal 2018/19 the Development Coordinator was a contracted consultant with the Town. Since that time that role has been carried out through the Lunenburg Academy Foundation for which they have been receiving an annual operating grant.

25. #01-2-62-9805/07 Custodian Contract/PW Labour

Estimate for year-round contracted custodial services (\$6,600/annum) and Public Works labour allocation for building maintenance @ \$3,800.

26. #01-2-62-9820 Consulting Fees

Estimate for fees associated with technical advice for repairs and maintenance, minor tenders, and interior and exterior architectural consulting that may be required from time to time that are not tied to a capital budget project.

27. #01-2-62-9822 Legal Fees

Estimate for legal fees is increased due to anticipated leases.

28. #01-2-62-9830 Telephone/Alarm System

Estimate for telephone line and alarm monitoring.

29. #01-2-62-9840 Advertising

Estimate for advertising costs.

30. #01-2-62-9850 Fuel

Based on the expected consumption and estimated fuel price.

31. #01-2-62-9855 Insurance

Based on estimated rates.

32. #01-2-62-9860 Electricity

Estimate based on expected occupancy and current rates.

33. #01-2-62-9865 Water

Estimate based on estimated consumption and current rates.

34. #01-2-62-9870 Sewer and Property Taxes

Estimate based on 2020 Assessment \$1,521,100 at the 2019/20 rate of \$41.20/\$100 assessment. (AAN 04646932).

Commercial property taxes are assessed proportionally on this property as there are commercial leases to non-government entities. The estimated cost is based on the 2019/20 rate.

35. #01-2-62-9880 Building Repairs

Estimate for building repairs.

36. #01-2-62-9881 Janitorial Supplies

Estimate for cleaning supplies based on expected occupancy.

37. #01-2-62-9882 Elevator Maintenance

This is a ten-year maintenance contract that began in May 2015 for ongoing maintenance at a fixed rate of \$208/month.

38. #01-2-62-9884 Furnace Repairs

Estimate for annual cleaning and repairs to furnace.

Annex Building

39. Operating Costs

The Annex Building at 17 Tannery Road (AAN 04646835) has been leased to the Nova Scotia Community College. Under the lease agreement, the NSCC will be responsible for all operating costs.

The Town is responsible for the insurance which is based on the estimated rates.

Economic Development Costs & Tourism

40. #01-2-69-1020 Tourism Expenses

Welcome Packages	\$1,000
Town Pins/Flags/Other	500
Insurance	150
Lunenburg Books and Supplies	350
Portable Toilet Rentals	1,500
	<u>\$3,500</u>

Includes rental of two portable toilets next to Town Hall.

41. #01-2-69-2100 Supplies

Supplies for promotion of the Town, including architectural tour brochures.

42. #01-2-69-2200 Travel

Costs relating to travel requirements for Council to attend meetings related to Economic Development.

43. #01-2-69-2300 Advertising

Costs of economic development advertising such as “Shop Lunenburg” ads.

44. #01-2-69-2350 Town Crier

The Town has appointed a Town Crier. Estimate for guild dues and travel at \$200.

45. #01-2-69-2400 Internet Costs/Website

Costs associated with the internet and maintaining the Town’s website with the Municipal Website Venture with Service Nova Scotia and Municipal Relations. This includes a support package.

46. #01-2-69-2500 Strategic Plan/Municipal Collaboration

No amount has been budgeted in the current fiscal year.

47. #01-2-69-2600 Communications

Estimate for allocated time for the Assistant Municipal Clerk relating to Communications. Additional Communications support has been provided for in both the Water and Electric Utility.

Visitor Service Centre

48. #01-2-69-1101 to #01-2-69-1107 Public Washrooms

Included in this budget is the projected expenses required to operate the Visitor’s Service Centre facility located on Bluenose Drive.

RECREATION AND CULTURAL SERVICES EXPENDITURE BUDGET							
ACCOUNT #		DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTION	Notes to Budget V2 - COVID crisis
RECREATION FACILITIES							
-	01-2-71-8002	1.1 ACCESSIBILITY PLAN DEVELOPMENT	\$ 2,000	\$ 2,000	\$ -	\$ -	
(200)	01-2-71-8001	1.11 FACILITY SUPERINTENDENT (salary & benefits)	18,700	18,900	18,400	18,400	
(3,500)	01-2-71-8003	1.12 REPAIRS/MAINTENANCE - 2008 Van (Facilities & Rec) - Defer Van Replacement in Water Utility	-	3,500	-	-	
			\$ 20,700	\$ 24,400	\$ 18,400	\$ 18,400	
PARKS AND PLAYGROUNDS							
(5,250)	01-2-71-8010	1 LABOUR - PARKS & PLAYGROUNDS	\$ 20,750	\$ 26,000	\$ 26,000	\$ 20,000	Hiring freeze for unfilled positions to Oct.1
-	01-2-71-8020	2 MOWING CONTRACT	20,000	20,000	15,500	18,000	
-	01-2-71-8030	3 LIGHTING - PARKS	3,000	3,000	3,000	2,800	
-	01-2-71-8040	4 REPAIRS TO EQUIPMENT/PARK	3,000	3,000	3,000	2,500	
(1,000)	01-2-71-8050	5 SUPPLIES	14,500	15,500	13,500	13,500	Gardens, plantings
(300)	01-2-71-8060	6 LEGAL FEES	1,200	1,500	1,500	1,000	
-	01-2-71-8070	7 INSURANCE	1,400	1,400	900	1,400	
(6,000)	01-2-71-8071	7.1 SPLASH PAD OPERATIONS	-	6,000	-	-	Assumed this won't be built until either fall 2020 or spring 2021.
-	01-2-70-5100	8 INTEREST ON CAPITAL LOAN - LWMCC	3,300	3,300	5,100	2,000	
-	01-2-70-5101	8 INTEREST ON CAPITAL LOAN - BOAT LAUNCH	7,600	7,600	8,200	8,200	
			74,750	87,300	76,700	69,400	
ARENA & COMMUNITY CENTRE							
SALARIES							
(1,150)	01-2-70-1010	9 SALARIES AND WAGES - ARENA	\$ 120,450	\$ 121,600	\$ 116,800	\$ 116,800	
(900)	01-2-70-1015	9 SALARIES & WAGES - COMMUNITY CENTRE	88,700	89,600	84,000	84,000	
(150)	01-2-70-1017	9 SALARIES & WAGES - FIELDS	17,350	17,500	16,800	16,800	
(300)	01-2-70-1020	9 SALARIES - PORTION TOWN HALL	30,500	30,800	30,100	30,100	
(800)	01-2-70-1050	10 HONORARIUMS & STAFF MEETING PAY	1,300	2,100	2,100	2,100	Meeting Pay Roll back for managers during this fiscal year.
			258,300	261,600	249,800	249,800	
FRINGE BENEFITS							
-	01-2-70-2010	11 EI AND CPP	16,200	16,200	15,500	15,500	
-	01-2-70-2015	TOWN PENSION	13,600	13,600	13,000	13,000	
-	01-2-70-2020	12 GROUP INSURANCE	13,300	13,300	12,800	12,800	
-	01-2-70-2025	13 WORKERS COMPENSATION	5,100	5,100	3,800	3,800	
-	01-2-70-2030	14 CLOTHING	800	800	800	800	
-	01-2-70-2040	15 MEMBERSHIP FEES	400	400	400	400	
-	01-2-70-2050	16 OTHER BENEFITS	10,000	10,000	10,000	10,000	
			59,400	59,400	56,300	56,300	
TRAVEL/TRAINING							
(200)	01-2-70-3010	17 REC DIRECTOR/STAFF -TRAVEL	600	800	800	800	Reduced travel for Rec Director - virtual association meetings
-	01-2-70-3015	REC DIRECTOR - CONVENTION	-	-	-	-	
(1,000)	01-2-70-3016	18 REC DIRECTOR - TRAINING	-	1,000	1,900	1,900	Conferences cancelled
-	01-2-70-3020	STAFF TRAINING	700	700	700	500	
			1,300	2,500	3,400	3,200	
ADMINISTRATION							
-	01-2-70-4010	19 OFFICE SUPPLIES & COMPUTER MTCE	1,500	1,500	1,500	1,500	
-	01-2-70-4015	20 TELEPHONE	3,400	3,400	3,400	3,400	
-	01-2-70-4025	21 SOCAN FEES/AMUSEMENT LICENSES	300	300	300	300	
(500)	01-2-70-4030	22 AUDIT & LEGAL FEES	4,500	5,000	3,500	7,000	
			9,700	10,200	8,700	12,200	
ARENA - (FACILITY COSTS)							
-	01-2-70-5015	23 JANITOR SUPPLIES	1,500	1,500	1,500	1,500	
(5,600)	01-2-70-5020	24 REPAIRS & MAINT. - BUILDING	26,000	31,600	25,500	26,000	See revised note
-	01-2-70-5025	25 REPAIRS & MAINT. - ICE MACHINE	3,500	3,500	3,500	3,500	
-	01-2-70-5030	26 ELECTRICITY	65,000	65,000	62,000	59,000	
-	01-2-70-5035	27 PROPANE	5,300	5,300	5,300	5,300	
-	01-2-70-5040	28 WATER	7,500	7,500	7,500	7,000	
-	01-2-70-5045	29 SEWER	2,600	2,600	2,100	2,000	
-	01-2-70-5050	30 TELEPHONE + ALARM LINE + WIFI	2,600	2,600	2,500	2,500	
-	01-2-70-5055	INSURANCE	9,300	9,300	9,300	9,300	
-	01-2-70-6000	BEVERAGE MACHINE EXPENDITURES	-	-	-	-	

RECREATION AND CULTURAL SERVICES EXPENDITURE BUDGET								
	ACCOUNT #		DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTION	Notes to Budget V2 - COVID crisis
-			AUDITORIUM - (FACILITY COSTS)					
-	01-2-70-5510	31	JANITOR SUPPLIES	2,200	2,200	2,200	2,200	
(1,200)	01-2-70-5515	32	REPAIRS & MAINTENANCE	11,000	12,200	12,200	10,000	See revised note
-	01-2-70-5520	33	ELECTRICITY	7,200	7,200	7,200	6,500	
(1,400)	01-2-70-5525	34	FUEL OIL	12,100	13,500	10,500	13,300	Assumed 10% benefit due to changing prices
-	01-2-70-5530	35	WATER	1,300	1,300	1,300	1,300	
-	01-2-70-5535	36	SEWER	2,600	2,600	2,100	2,000	
-	01-2-70-5540	37	INSURANCE	5,900	5,900	5,900	5,900	
-			GROUNDS					
-	01-2-70-5610	38	REPAIRS & MAINT. - MOWERS	1,500	1,500	1,500	1,500	
(2,000)	01-2-70-5615	39	FIELD MAINTENANCE	2,000	4,000	4,000	2,000	Anticipated staff will be able to carry out necessary work at same costs as fiscal 19-20
(1,500)	01-2-70-5620	40	PARKING LOT MAINTENANCE	-	1,500	1,500	-	Deferred, PW to carry out patching
				169,100	180,800	167,600	160,800	
			PROGRAMS					
(3,300)	01-2-70-6010	41	INSTRUCTOR FEES	3,200	6,500	6,500	6,500	Assumed only 50% of programs will be carried out
(1,500)	01-2-70-6015	42	SUPPLIES/ADVERTISING	2,000	3,500	3,500	3,500	Assumed only 50% of programs will be carried out
-	01-2-70-6030	44	AFTER THE BELL (Prov. Grant)	-	-	8,500	8,500	
-	01-2-70-6033	45	PRO KIDS	1,000	1,000	1,000	1,000	
				6,200	11,000	19,500	19,500	
-			SMALL FURNITURE & EQUIPMENT					
(1,600)	01-2-70-7010	46	TABLES & CHAIRS/SMALL CAPITAL	-	1,600	1,600	1,600	Removed due to budgetary restrictions however if revenues are higher than anticipated staff could ask Council to reconsider in January 2021
				-	1,600	1,600	1,600	
			TOTAL EXPENDITURES ARENA & LWMCC	\$ 504,000	\$ 527,100	\$ 506,900	\$ 503,400	
-			CULTURAL BUILDINGS & FACILITIES					
-			CAPTAIN ANGUS J. WALTERS HOUSE					
-	01-2-72-4260	47	TELEPHONE/ALARM	600	600	600	600	
(200)		47.1	ELECTRICITY	900	1,100	-	-	Carry over of Costal Action Lease
-		47.1	WATER	400	400	-	-	
-		47.1	SEWER	400	400	-	-	
-	01-2-72-4270	48	INSURANCE	1,000	1,000	1,000	1,000	
(100)	01-2-72-4275		LEGAL	400	500	-	200	
-	01-2-72-4310	49	REPAIRS & MAINTENANCE	500	500	500	100	
				4,200	4,500	2,100	1,900	
-			LIBRARY					
-	01-2-72-5010	50	JANITOR CONTRACT/SUPPLIES	3,000	3,000	3,000	3,000	
-	01-2-72-5030	51	FURNACE FUEL	-	-	2,000	-	
-	01-2-72-5040	52	ELECTRICITY	-	-	1,500	200	
-	01-2-72-5050	53	WATER	-	-	300	200	
-	01-2-72-5055	54	SEWER	-	-	1,200	700	
-	01-2-72-5060		TELEPHONE	600	600	600	200	
-	01-2-72-5070		INSURANCE	-	-	700	800	
-	01-2-72-5080	55	RENT - LUNENBURG ACADEMY	36,000	36,000	36,000	36,000	
-	01-2-72-5090	56	SUPPLIES & EXPENSES	2,000	2,000	2,000	1,000	
(6,000)	01-2-72-5091	57	SUNDAY STAFF WAGES	-	6,000	6,000	6,000	With new funding model this expenditure can be eliminated
				41,600	47,600	53,300	48,100	
-			TRANSFER TO REGIONAL LIBRARY					
3,800	01-2-72-5095	58	TRANSFER TO REGIONAL LIBRARY	18,600	14,800	14,800	14,800	Adjustment for the new funding model results in an overall savings of \$2,200 over last year's funding

RECREATION AND CULTURAL SERVICES EXPENDITURE BUDGET								
	ACCOUNT #		DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTION	Notes to Budget V2 - COVID crisis
-								
-			HERITAGE PROPERTIES					
-	01-2-72-4100	59	INSURANCE - BAILLY COLLECTION	300	300	300	300	
-	01-2-72-7050	60	COUNCIL & COMMITTEE HONORARIUMS	2,200	2,200	1,800	1,800	
(1,000)	01-2-72-7055	61	STAFF MEETING PAY	-	1,000	1,000	1,000	Meeting Pay Roll back for managers during this fiscal year.
(50)	01-2-72-7300	62	SALARY - HERITAGE (Administration)	4,750	4,800	4,800	4,800	
-	01-2-72-7380	62	BENEFITS - HERITAGE (Administration)	1,400	1,400	1,400	1,400	
(800)	01-2-72-7381	63	HERITAGE MANAGER	80,900	81,700	78,500	78,000	
-	01-2-72-7382	63	HERITAGE MANAGER BENEFITS	16,200	16,200	14,500	14,500	
(500)	01-2-72-7390	64	HERITAGE BY-LAW REVIEW	3,000	3,500	3,500	1,500	Reduced budget by \$500 but as it looks like this will be after the CCP, MPS, LUB and Subdivision By-law (then elections). If we don't plan to advertise before April 1, 2021 we could eliminate costs and carry item over to fiscal 2021-22.
(5,500)	01-2-72-7450	64	LEGAL FEES	2,000	7,500	10,000	3,000	Have reduced budget for Legal Heritage Plan and By-law review as it could be in next fiscal year if we decide to hold the Public Hearing after April 1, 2021. The chance of legal appeals should be 50% less – as applications are projected to be 50% less due to the economic downturn.
(1,000)	01-2-72-7400	65	MATERIALS, SUPPLIES & ADVERTISING	4,000	5,000	5,000	2,500	Less demand anticipated due to the economic downturn.
(500)	01-2-72-7402		TRAINING & CONFERENCES	1,500	2,000	2,000	1,500	On-line training – On-line conferences due to COVID-19.
(1,500)	01-2-72-7404	66	UNESCO JOINT PROMOTION	1,000	2,500	3,000	100	Due to COVID -19 we have decided to wait a year and roll out the joint advertising for the 2021-22 tourism season.
				117,250	128,100	125,800	110,400	
-			OTHER REC. & CULT. SERVICES					
(2,800)	01-2-75-9100	67	PUBLIC CELEBRATION	7,200	10,000	10,000	10,000	Removed German Band Concert as that has been officially cancelled. Also removed cost for other events prior to July 1. Assuming all other events may this occur just at a different time of the year. Updated noted
			DEPARTMENT TOTAL BEFORE LWMCC & ARENA	\$ 284,300	\$ 316,700	\$ 301,100	\$ 273,000	
			LWMCC & ARENA	504,000	527,100	506,900	503,400	
			DEPARTMENT TOTAL	\$ 788,300	\$ 843,800	\$ 808,000	\$ 776,400	
			Budget Change in v2	\$ (55,500)				
				-6.6%				

NOTES TO RECREATION AND CULTURE SERVICES BUDGET

1.1 #01-2-71-8002 Accessibility Plan Development

The Town of Lunenburg is a member of the Lunenburg Accessibility Advisory Committee which will be developing an Accessibility Plan over the 2020/2021 Fiscal Year. The total cost of the Plan is \$32,410 which will be cost shared based on Uniform Assessment. The resulting cost to the Town of Lunenburg is \$1,628 plus Meeting expenses are estimated to be \$6,000 over the 2020/2021 Fiscal Year. This cost will be shared evenly by General Government, Transportation and Recreation and Cultural Services. The Heritage Manager is the Town of Lunenburg's staff representative on this committee.

1.11 #01-2-71-8001 Facility Superintendent

Approximately 25% of the proposed Facility Superintendent's salary is budgeted in Recreation & Culture based on projected time allocations.

1.12 #01-2-71-8003 Repairs & Maintenance-2008 Van (Facilities & Recreation)

As part of the recommended Vehicle Replacement Plan this van will be a shared vehicle between the Facility Superintendent and the Recreation department.

Parks & Playgrounds

The Town of Lunenburg maintains the following parks:

- M T & T Mini Park
- Rous' Brook Park
- Town Hall Park
- Jubilee Square
- Victoria Park
- Blockhouse Hill
- Berringer Park - Maple Avenue
- 2 Parks - Bluenose Drive
- 250th Anniversary Park
- Skate Park

1. #01-2-71-8010 Labour - Parks and Playgrounds

Labour – Grounds Maintenance	\$24,500
Labour - Trail maintenance and Playground area (Recreation staff labour)	<u>1,500</u>
	<u>\$26,000</u>

2. #01-2-71-8020 - Mowing Contract

Mowing contract awarded in fiscal 19/20 for a two year period ending in fiscal 2020/21, with a further two year option to renew. .

3. #01-2-71-8030 Lighting Parks

The cost associated with lighting Town parks. Estimate based on current consumption rates.

4. #01-2-71-8040 Repairs to Equipment/Parks

Repairs to Whipper Snippers, Lawn Mowers. Estimate based on actual cost.

5. #01-2-71-8050 Supplies

Includes:

- wood, grass seed, rakes, top soil, signs, Christmas trees
- installation of Boat Launch –crane rental
- purchase of plantings, etc.
- portable toilet at walking trail
- 50% cost-share of portable toilet at Tennis Court
- shrub replacement
- gravel for Back Harbour Trail, \$5,000- Supplies and labour to regravell half of the Back Harbour Trail (second half to be completed in 2021/2022), recommended by the LWMCC Recreation Committee on October 9, 2019

6. #01-2-71-8060 Legal Fees

Estimate for legal work associated with recreation leases like Dog Park, Community Garden, etc.

7. #01-2-71-8070 Insurance

Included in this budget is the cost of insurance for the various parks and monuments within the Town.

7.1 #01-2-71-8071 Splash Pad Operations

Included in this budget is an estimated operational cost for the splash pad including water use, power, start up and shut down costs, insurance and associated labour:

- Water (Seasonally 1,086,912 gallons/year) \$4,900
- Power (approximately \$100/month-four months) \$ 400
- Weekly checks (June, July, August and September) \$ 700

There will also be insurance costs associated with this site and in future years start up and shut down costs will also be charged.

8. #01-2-70-5100, #01-2-70-5101 Interest on Capital Loans

Capital loan interest relating to Recreation Facilities including Arena and Community Centre projects and Boat Launch. This loan interest is included in this section for financial statement reporting.

LUNENBURG WAR MEMORIAL COMMUNITY CENTRE & ARENA

9. Staff Salaries

	ARENA (01-2-70-1010)	AUDITORIUM (01-2-70-1015)	FIELDS (01-2-70-1017)	TOTAL
Recreation Director (25%/70%/5%)	\$18,177	\$50,896	\$3,635	\$72,708
Recreation Seasonal (90%/10%)**	2,420	269		\$2,689
Recreation Staff (65%/25%/10%)	100,995	38,475	15,390	\$154,860
Trail Maintenance*			-1,500	-\$1,500
	\$121,592	\$89,640	\$17,525	\$228,757
Town Office (01-2-70-1020)				30,800
				\$259,557

*Salaries are charged out to Parks (01-2-71-8010) when Arena/Community Centre employees help with trail maintenance.

** Part-time Facilities Attendant provides facilities back up coverage.

10. #01-2-70-1050 - Honorarium & Staff Meeting Pay

Based on a portion of Council honorariums, citizen honorariums and staff meeting pay.

Council Honorariums	\$400
Citizen Honorariums	\$900
Staff Meeting Pay	\$800

11. #01-2-70-2010 EI/ CPP

Employer costs as required by statute.

12. #01-2-70-2020 Group Insurance

Based on current rates.

13. #01-2-70-2025 Workers' Compensation

Based on current rates.

14. #01-2-70-2030 Clothing

Staff requires appropriate attire for working in the Arena and Community Centre including coveralls and safety boots as required.

15. #01-2-70-2040 Membership Fees

Minister of Finance – Refrigeration Plant Operators	\$200
RNS	70
Lunenburg/Queens Recreation Directors Association	50
Miscellaneous	80
	<u>\$400</u>

16. #01-2-70-2050 Other Benefits

Includes holiday allowance and for Employee Assistance Program fees. Employment benefits include an accrual for retirement benefits based on the Town’s personnel policy.

17. #01-2-70-3010 Recreation Director/Staff - Travel

Travel out of town to meetings, seminars, etc.

18. #01-2-70-3016 Recreation Director – Training

Budget for Recreation Director’s professional development.

19. #01-2-70-4010 Office Supplies/Computer Maintenance

Office supplies as well as computer maintenance costs.

20. #01-2-70-4015 Telephone

Covers cost of phone lines, cell phones, and Fibre-Op internet service at the Community Centre.

21. #01-2-70-4025 Socan Fees/Amusement License

These are annual fees paid so our facilities may use copyright music for public skating and fitness programs.

22. #01-2-70-4030 Audit and Legal fees

Estimate for audit and legal fees, as required.

ARENA - FACILITY COSTS

23. #01-2-70-5015 Janitor Supplies

Supply of paper towels, toilet paper, cleaning products, etc.

24. #01-2-70-5020 Repairs and Maintenance - Building

Start-up/Shut down	\$3,000
Fire Extinguisher Inspections	200
Sprinkler System Test & Mtce	1,500
First Aid and AED Supplies	200
Fire Alarm Maintenance & Monitoring	1,000
Small Tools	500
Refrigeration System Maintenance	3,000
Computer Maintenance	500
Brine Analysis	300
Ice Paint	1,000
Plumbing Repairs	500
Electrical Supplies	1,000
Water Heaters	7,500
Interior/Exterior Paint & Supplies	500
Ice Resurfacers Room Maintenance	500
Garbage Dumpster	1,600
Bathroom refresh (counters, paint)	1,000
Dressing Room 1 – Shower Installation	2,000
Emergency Exit Stairs-Upgrade	500
Emergency Lights	3,000
Miscellaneous was \$2,300	1,600
	<u>\$26,000</u>

25. #01-2-70-5025 Repairs and Maintenance - Ice Machine

Estimate for regular maintenance and propane costs.

26. #01-2-70-5030 Electricity

Estimate based on actual consumption and current rates.

27. #01-2-70-5035 Propane

Estimate based on actual cost.

28. #01-2-70-5040 Water

Estimate based on water rates approved by NSUARB and average consumption.

29. #01-2-70-5045 Sewer

Budgeted at 2019/20 approved rates at 41.20¢ per \$100 assessment and 2020 assessment based at 1/2 of \$1,246,900 (AAN 04646819).

30. #01-2-70-5050 Telephone, Alarm and Wi-Fi

Includes line charges and annual fee for monitoring fire alarm line.

COMMUNITY CENTRE - FACILITY COSTS

31. #01-2-70-5510 Janitor Supplies

Covers sanitary cleaning products, paper towel, etc.

32. #01-2-70-5515 Repairs and Maintenance

Alarm Service	\$800
Pest Control	\$500
First Aid and AED Supplies	\$300
Garbage Disposal/Dumpster	\$1,600
New thermostats	\$1,500
Paint Gym Walls	\$1,000
Basement gutter and drainage repairs	\$1,000
General Maintenance & Repairs of Facility * was \$5,500	\$4,300
Total	\$11,000

*Costs for paint, lumber, small tools, nuts, bolts, nails, plumbing supplies and other materials required for necessary repairs.

33. #01-2-70-5520 Electricity

Estimate based on actual consumption and current rates.

34. #01-2-70-5525 Fuel Oil

Estimate based on actual consumption and projected pricing. Furnace replacements were completed in fiscal 2016/17.

35. #01-2-70-5530 Water

Estimate based on approved NSUARB rates and average consumption.

36. #01-2-70-5535 Sewer

Budgeted at current approved rates at 2020 assessment based at 1/2 of \$1,246,900 (AAN 04646819).

37. #01-2-70-5540 Insurance

Based on estimated rates.

GROUNDS (FIELDS / PARKING LOT)

38. #01-2-70-5610 Repair and Maintenance - Mower

Oil, gas, repairs, etc. for ride-on mower and small tractor used for grounds maintenance. Also includes fuel and oil for whipper snippers and insurance on mowing equipment.

39. #01-2-70-5615 Field Maintenance

Estimate includes fertilizing, seeding, aerating and top dressing of the soccer field. Equipment will be borrowed from other municipal units. The cost of 2/3 of the portable toilet summer rental at the soccer field is included in this account.

40. #01-2-70-5620 Parking Lot Maintenance

Includes parking lot upkeep and re-application of painted lines when required.

Planned Maintenance	2020/2021
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PROGRAMS

41. #01-2-70-6010 Honorariums and Instructor's Fees

Pays for various instructors who lead our recreation activities offered through our fall, winter, and spring programs. **Fees paid to fitness instructors adjusted by CPI for 2019 of 1.6% to \$26.25 per hour.**

42. #01-2-70-6015 Supplies/Advertising

Program supplies such as fitness equipment, basketballs, volleyballs, program advertising, flyers, etc. The philosophy of the Town is that Recreation programming be self-sufficient on a user pay basis. The costs for programs will be recovered through program fees/program grants. Includes seasonal promotions in the South Shore Recreation Guide and cost-sharing for distribution with other municipalities.

44. #01-2-70-6030 After the Bell Program

This program has been eliminated due to grant funding challenges.

45. #01-2-70-6033 Pro Kids Program

Administrative costs associated with the implementation of this program would be equivalent to 2 hours of staff time per week. The allocation for the 2020/21 fiscal year is \$1000.

46. #01-2-70-7010 Furniture and Equipment

The \$1,600 estimate is for chairs and table replacements.

Captain Angus J. Walters House

BCAF has occupied since Spring of 2010 and during that time they paid most operating costs. The agreement with BCAF expires on March 31, 2020.

47. #01-2-72-4260 Telephone/Alarm

Included in this account is \$300 for alarm monitoring fees and \$300 for the telephone line.

47.1 Electricity, Water, Sewer

Estimated operating costs if not covered by a tenant.

48. #01-2-72-4270 Insurance

Property insurance (building and contents) and commercial general liability. Based on 2020/21 estimated rates.

49. #01-2-72-4310 Repairs & Maintenance

This includes our share of building maintenance.

Library

The following accounts reflect costs associated with the Library at the Lunenburg Academy.

50. #01-2-72-5010 Janitors Contract/Supplies

Costs include the cleaning contract, Hand soap, toilet tissue, garbage bags, etc.

51. #01-2-72-5030 Fuel

Based on projections for usage and rates for the Pelham Street location prior to building disposal. Heating fuel is included in the rental rate for the library at the Lunenburg Academy location.

52. #01-2-72-5040 Electricity

Based on projections for usage and current rates for the Pelham Street location prior to the building disposal. Electricity is included in the rental rate for the library at the Lunenburg Academy location.

53. #01-2-72-5050 Water

Based on projections for usage and current rates for the Pelham Street location prior to the building disposal. Water is included in the rental rate for the library at the Lunenburg Academy location.

54. #01-2-72-5055 Sewer

Based on 2019 assessment of \$322,500 and current sewer rate of \$0.4120 per \$100. of assessment. (AAN: 04646886)

55. #01-2-72-5080 Rent – Lunenburg Academy

Relocation of the Library to the Lunenburg Academy. Rent based on other rentals to Community Organizations. This is an all-inclusive rent.

56. #01-2-72-5090 Supplies & Expenses- Library

Estimate for supplies is \$2,000 which is partially offset by copier revenue.

57. #01-2-72-5091 Sunday Staff Wages

This is an additional \$6,000 to have the library open on Sundays.

58. #01-2-72-5095 South Shore Regional Library

Our share of the Regional Library operating budget is estimated at \$14,800 based on our 2019/20 amounts.

Heritage Properties

59. #01-2-72-4100 Art Galleries - Insurance

This is for 50% of the insurance premium for the Earl Bailly Collection.

60. #01-2-72-7050 Council & Committee Honorariums

Based on a portion of Council Honorariums (\$1,200) and four (4) appointed members (\$900 - \$225 per member).

61. #01-2-72-7055 Staff Meeting Pay

Staff meeting attendance (\$1,000).

62. #01-2-72-7300/80 Salary & Benefits – Heritage (TMC)

This account includes estimated 10% of costs for the Assistant Municipal Clerk for managerial supervision and support of the Heritage Manager.

63. #01-2-72-7381/7382 Heritage Manager Salary & Benefits

The full time Heritage Manager position was filled permanently in June 2017.

64. #01-2-72-7390/7450 Heritage By-Law Review

To rewrite by-law as recommended by Town solicitor.

Advertising	\$1,100
Printing	\$2,100
Meeting Supplies	\$300
Legal	\$7,500
Total	\$11,000

65. #01-2-72-7400 Materials, Supplies & Advertising & Small Capital

Materials for Heritage supplies for the Heritage Recognition awards and advertising estimate as needed.

66. #01-2-72-7404 UNESCO Gateway Website

There are three Nova Scotia UNESCO World Heritage Sites consisting of Old Town Lunenburg, Joggins Fossil Cliffs and Landscape of Grand Pré who are interested in pursuing the development of a promotional presence to increase public awareness of these astonishing world treasures.

The concept is to develop banners that would be placed at Visitor Information Sites in the Province. These banners would promote these cultural sites as destinations.

Due to COVID -19 we have decided to wait a year and roll out the joint advertising for the 2021-22 tourism season. The stand-up Banner concept for VIC's was discarded in favour of a digital advertisement on video screens. This was a more economical option. For example, Bay Ferries will accept the advertisements for free as we qualify under their advertising program as an UNESCO Site. VIC's unfortunately do charge an annual fee for advertisements on their screens. We aim to have the digital image designed and created in Fiscal 2020-2021 for release in early 2021. The estimated costs \$3,000 would be cost-shared with Grand Pre' and Joggins Fossil Cliffs.

Other Recreation & Culture

67. #01-2-75-9100 Public Celebrations

	2020/21 Budget	2019/20 Budget
Canada Day Grant of \$700, net cost \$300	1,000	1,000
Seamen's Service	4,000	4,000
Lunenburg's Birthday	300	300
Town Levee	700	700
Volunteer Week	400	400
German Band Concert**	2,200	2,200
Tall Ships	-	-
National Day of Mourning	300	300
Pride Flag Raising	250	250
Mi'kmaq Flag Raising	250	250
Newcomers Reception	400	400
Miscellaneous Events	200	200
	<u>\$7,200</u>	<u>\$10,000</u>

*****Only proceeds if 100% funding from non-town sources is received.***

FISCAL SERVICES EXPENDITURE BUDGET							
			2020/21	2020/21	2019/20	2019/20	
ACCOUNT #	NOTE #	DESCRIPTION	BUDGET V2	BUDGET V1	BUDGET	PROJECTIONS	Notes to Budget V2 - COVID crisis
		DEBT CHARGES					
		PRINCIPAL INSTALLMENTS					
-	01-2-81-3100 1	DEBENTURE PRINCIPAL	\$ 326,700	\$ 326,700	\$ 327,200	\$ 327,200	
-	01-2-81-3150 1	DEBENTURE PRINCIPAL - SEWER PROJECTS	81,300	81,300	79,800	79,800	
-			408,000	408,000	407,000	407,000	
		FINANCING AND TRANSFERS					
-		to (from) Community Centre Roof - Debt reduction (MODL grant for 4 years of \$10,000/yr. beginning in 2019/20)	10,000	10,000	10,000	10,000	
-		OPERATING RESERVE FUND:					
-	01-2-82-2140 2	to (from) Elections	(9,000)	(9,000)	3,000	3,000	
-	01-2-82-2300	to (from) LAFF Fund	-	-	-	-	
-		to (from) Lunenburg Fire Depart. PPE Reserve	-	-	-	-	
-		to (from) Playgrounds	-	-	-	-	
-	01-2-82-2130 2	to (from) Sewer	50,000	50,000	50,000	-	
-		to (from) Salt reserves					
(20,000)		to (from) Insurance Tender Savings	(20,000)				As we don't have the final insurance bill to allocate within department, estimate of overall Town vs Utilities savings
(20,000)		to (from) General Operating Reserves	-	20,000	-	-	Eliminated due to budget revisions
-	01-2-82-2220 2	CAPITAL RESERVE FUND:					
(28,800)	01-2-82-2235 3	to (from) Capital from Revenue	29,150	57,950	50,800	85,900	Reduced Capital budget for 20-21, see capital funding sheets
(30,000)	01-2-82-2305 3	to (from) Capital from Parking Meters Rev.	-	30,000	15,000	15,000	No revenue to support capital exp. As noted in Revenue section reduced based on history during other previous recessions, does not impact current year as it for reserve transfer for 21/22 + capital
(50,000)	01-2-82-2146 2	to (from) Deed Transfer Tax	100,000	150,000	150,000	175,000	
-	01-2-82-2147 2	to (from) Landfill Site Closure/Monitoring	(5,300)	(5,300)	(5,300)	(5,300)	
-	2	to (from) Lunenburg Academy					
(20,000)	01-2-82-2220 2	to (from) PW Equipment	-	20,000	20,000	20,000	Eliminate for one year only due to budgetary restrictions
-	01-2-82-2225	to (from) Arena - Ice Resurfacers	4,200	4,200	-	-	
-			159,050	327,850	293,500	303,600	
-		COND. TRFS. - OTHER GOV'T & AGENCIES					
-		EDUCATION					
-	01-2-84-7700 4	DISTRICT SCHOOL BOARD PAYMENT	851,400	851,400	823,100	823,100	
-			851,400	851,400	823,100	823,100	
-		DEPARTMENT TOTAL	\$ 1,418,450	\$ 1,587,250	\$ 1,523,600	\$ 1,533,700	
-	01-2-90-0100	SURPLUS (DEFICIT)	\$ -	\$ -	\$ -	\$ -	
		TOTAL EXPENDITURES	\$ 7,103,300	\$ 7,476,700	\$ 7,005,200	\$ 7,002,800	
		Budget Change in v2	\$ (168,800)				
			-10.6%				

NOTES TO FISCAL SERVICES BUDGET

1. #01-2-81-3100 & #01-2-81-3150 Principal Payments on Capital Loans

DEBT CHARGES 2020/21

Project	Payment	Principal	Interest	Total	Remaining Balance
Academy, Streets, Biofilter	(1 of 15)	\$ 42,710	\$ 15,655	\$ 58,365	\$ 597,945
Parking Meters/Arena Siding	(2 of 5)	\$ 3,080	\$ 253	\$ 3,333	\$ 9,240
Boat Launch, Old Fire Hall Roof, Sewer Brook./Lincoln	(2 of 15)	\$ 77,730	\$ 26,449	\$ 104,179	\$ 754,720
Cat Backhoe	(3 of 10)	\$ 8,000	\$ 1,728	\$ 9,728	\$ 56,000
Lun Academy/Trackless/CC Furance/Street paving	(3 of 10)	\$ 44,520	\$ 9,448	\$ 53,968	\$ 311,640
Lun Academy/Pave Hebb & Hopson	(3 of 10)	33,270	5,360	38,630	232,890
Library Design/Parking Meters	(4 of 5)	5,640	155	5,795	5,640
Aerial Ladder Fire Truck	(4 of 10)	44,889	7,156	52,045	269,331
Lun Academy/Paving Starr and Wolf	(5 of 10)	17,900	2,618	20,518	89,500
Victoria Road Paving	(7 of 10)	11,900	1,279	13,179	35,700
Fire Truck/Tannery Rd Swr/Streets	(8 of 10)	57,200	5,142	62,342	114,400
Accessibility/Hebb St/Arena	(9 of 10)	30,800	2,192	32,992	30,800
Brickwork/Swr/Streets/Fire	(10 of 10)	17,800	689	18,489	-
Est. Temporary Borrowing*	\$496,400		7,446	7,446	496,400
TOTAL DEBT CHARGES		\$ 395,439	\$ 85,570	\$ 481,009	\$ 3,004,206

“*” – a temporary borrowing is expected for interim funding of 2019/20 capital expenditures until debentures from Municipal Finance are secured.

Five Year Projected Debt Charges & Effect on Tax Billing					
	2020/21	2021/22	2022/23	2023/24	2024/25
Projected Debt Charges - Principal & Interest	\$481,000	\$494,000	\$448,000	\$381,900	\$347,600
Principal & Interest Estimated amount of rate (\$0.01 = \$29,200 estimate 2020/21)	\$0.165	\$0.169	\$0.153	\$0.131	\$0.119
% of Tax Levy using 2020/21 Estimated Levy	7.9%	8.1%	7.4%	6.3%	5.7%
Borrowing Est 2020/21 Capital Budget		\$1,220,500			
Total Projected Principal & Interest payments		\$611,980	\$563,540	\$495,000	\$458,260
Principal & Interest Estimated amount of rate		\$0.210	\$0.193	\$0.170	\$0.157
% of Tax Levy using 2020/21 Estimated Levy		10.0%	9.2%	8.1%	7.5%
Additional Estimated Principal & Interest costs for 20/21 Capital					
		\$117,980	\$115,540	\$113,100	\$110,660
Est. Tax Rate increase required to fund additional debt		\$0.040	\$0.040	\$0.039	\$0.038

2. #01-2-82-2140, #01-2-82-2130, #01-2-82-2146, #01-2-82-2147, #01-2-82-2220 & #01-2-82-2230 Transfers to/from Reserves

Municipal elections to be held in October 2020. A transfer from the operating reserve established for municipal elections.

As part of the sewer rate structure a \$50,000 reserve transfer is included in fiscal 2020/21.

Deed Transfer Tax transfer is offset by corresponding revenue.

Site Monitoring is offset by corresponding expenditure.

No reserve transfer for the future Capital Costs for the Lunenburg Academy has been budgeted this year while the Exterior Restoration is on-going.

\$20,000 has been included as a transfer to Capital Reserve for the future purchase of a Public Works Equipment.

In June 2019 Council established an ice resurfacer surcharge of \$4/hour for all arena ice time rates. It is estimated to generate \$4,800 annually. Current ice resurfacer is to be replaced in fiscal 2020/21.

The following are the **projected** Capital Reserve Balances for the fiscal year ending March 31, 2020:

Solid Waste Closure	\$7,495
Other Equipment	250,857
Ice Resurfacer Reserve	51,428
Public Works Equipment	68,897
Fire Equipment	32,980
Federal/Provincial Gas Tax Funds	54,898
Provincial Capital Funds	24,244
Deed Transfer Tax	<u>252,895</u>
Total	\$743,694

The following are the **projected** Operating Reserve Balances for the fiscal year ending March 31, 2020:

Election Expenses	\$9,149
Salt Reserve	47,354
Fire Personal Protective Equipment	8,276
Sewer Reserves	42,832
Streets & Other	4,941
Recreation	50,546
LAFF	10,550
Pro Kids	17,554
Region 6 Diversion Special Projects	2,371
Operating Surplus Reserve	<u>169,376</u>
Total	\$362,949

3. #01-2-82-2235 & #01-2-82-2305 Capital Expenditures from Operating Revenue

This is an annual allocation budgeted from general revenues to fund capital asset purchases.

4. #01-2-84-7700 Appropriation to District School Board

The School Board rate is calculated based on 2020/21 rate of 30.48¢/\$100 of uniform assessment.

	2017/18	2018/19	2019/20	2020/21
Uniform Assessment	\$260,147,796	\$264,597,830	270,039,287	\$279,311,517
Rate on UA	30.48¢	30.48¢	30.48¢	30.48¢
Rate on Taxable Assessment	29.77¢	29.70¢	29.30¢	29.06¢
Total Cost	\$792,930	\$806,494	\$823,080	\$851,342
% Increase	1.2%	1.7%	2.1%	3.4%

CEMETERY BUDGET

				2020/21	2020/21	2019/20	2019/20	
	ACCOUNT #	NOTE #	DESCRIPTION	BUDGET V2	BUDGET V1	BUDGET	PROJECTION	Notes to Budget V2 - COVID crisis
			OPERATING REVENUE					
-	04-1-95-0010	1	SALE OF LOTS	\$ 1,600	\$ 1,600	\$ 1,600	\$ 3,000	
-	04-1-95-0020	1	BURIALS	22,300	22,300	22,300	20,000	
-	04-1-95-0030		BASES, ETC. - HEAD STONES	1,000	1,000	1,000	-	
-	04-1-95-0040	2	INTEREST ON CEMETERY TRUSTS	6,000	6,000	5,900	6,200	
-	04-1-95-0060	3	APPROPRIATION FROM TOWN	40,700	40,700	43,300	45,800	
-			TOTAL REVENUE	\$ 71,600	\$ 71,600	\$ 74,100	\$ 75,000	
			OPERATING EXPENDITURES					
-	04-2-95-0020	4	LABOUR	20,000	20,000	25,000	30,000	
-	04-2-95-0030	5	WORKERS COMPENSATION	500	500	500	500	
-	04-2-95-0040	6	EMPLOYMENT BENEFITS/EAP	4,000	4,000	5,500	5,000	
-	04-2-95-0045	7	CLOTHING	-	-	200	300	
-	04-2-95-0050	7	OTHER BENEFITS (HOLIDAY, LONG SERVICE, RETIREMENT AWARDS)	-	-	2,300	2,300	
-	04-2-95-0055	8	MOWING CONTRACT	30,300	30,300	20,000	20,900	
-	04-2-95-0060		TRAINING COURSES	-	-	800	100	
-	04-2-95-0080	9	WATER	400	400	400	400	
-	04-2-95-0090		ELECTRICITY	900	900	900	900	
-	04-2-95-0100		INSURANCE	900	900	900	900	
-	04-2-95-0110	10	SUPPLIES	4,500	4,500	4,500	3,500	
-	04-2-95-0115		AUDIT FEES	1,100	1,100	1,100	1,200	
-	04-2-95-0120	11	EQUIPMENT/BUILDING-MAINT. & REPAIRS	3,000	3,000	6,500	5,000	
-	04-2-95-0130		FLOWERS AND TREES	-	-	-	-	
-	04-2-95-0145	12	MONUMENT MAINTENANCE (LABOUR & SUPPLIES)	4,000	4,000	4,000	4,000	
-	04-2-95-0150		SMALL EQUIPMENT	-	-	-	-	
-	04-2-95-0155	13	ROAD MAINTENANCE (GRAVEL & DRAINAGE)	2,000	2,000	1,500	-	
-	04-2-95-0165		PROVISION - UNCOLLECTIBLE ACCOUNTS	-	-	-	-	
			TOTAL EXPENDITURES	\$ 71,600	\$ 71,600	\$ 74,100	\$ 75,000	
			Budget Change in v2	\$ -				
				0.0%				

NOTES TO CEMETERY BUDGET

1. #04-1-95-0010/#04-1-95-0020

The Cemetery rates for 2019/20 were adjusted based on a rate comparison and as approved by Council on June 25, 2019. The 2020/21 Rates have been adjusted by the 2019 CPI rate of 1.6% (rounded to the next \$5)

Sale of Lots	2020/21 Rates		
	Lot Price	Perpetual Care Charge	Total Cost of Lot
1 Cremation Lot	\$165	\$230	\$395
1 Grave Lot	\$335	\$415	\$750
2 Grave Lot	\$640	\$830	\$1,470
Mausoleum	\$515	\$670	\$1,185

Burials	2020/21 Rates
Ashes (Cremation) – Resident*	\$365
Ashes (Cremation) – Non-resident	\$730
Infant or Child	\$365
Traditional – Resident*	\$815
Traditional - Non-resident	\$1,625

* A resident is a person who resides in Lunenburg at the time of death or was born in Lunenburg residing in a Home for Special Care elsewhere, or resided in Lunenburg for 50% of their life.

2. #04-1-95-0040 Perpetual Care Fund

As of January 31, 2020 the Perpetual Care Reserve had a balance of \$227,985. Which includes an inter-departmental capital loan balance of \$135,200.

Perpetual Care inter-departmental capital loan interest (previously approved) includes:

Town General (Capital Funding)	\$3,900
Interest earned on Bank balances (estimate)	2,100
Total Interest Earned	<u>\$6,000</u>

Analysis of Perpetual Care Fund

	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>	<u>2018/19</u>	Budget <u>2019/20</u>	Budget <u>2020/21</u>
Perpetual Care Fund	\$206,188	\$211,338	\$216,088	\$226,415	\$226,675	\$227,985
Interest Earned	\$4,536	\$4,500	\$5,200	\$7,424	\$5,900	\$6,000

3. #04-1-95-0060 Appropriation from Town

This is the budgeted grant required from the Town.

4. #04-2-95-0020 Labour

The two seasonal employees (29 weeks) are now grouped with the general Public Works labour pool. The budgeted amounts reflects the estimated costs for Public Works staff to complete maintenance, aside from mowing, at the Cemetery. This estimated labour about reflects time for burials as required.

5. #04-2-95-0030 Workers Compensation

Based on the Town's 2020 rate and allocated labour.

6. #04-2-95-0040 Employment Benefits/EAP

Based on an allocation of benefits in relation to the Public Works labour required at the Cemetery.

7. #04-2-95-0045 Clothing and #04-2-95-0050 Other Benefits-Holiday/Long Service Awards/Retirement Awards

Now included as part of the Transportation budget.

8. #04-2-95-0055 Mowing Contract

Mowing of the Cemetery is now completed through an annual contract.

9. #04-2-95-0080 Water

Estimate based on approved rates.

10. #04-2-95-0110 Supplies Include:

Cemetery Markers	\$1,000
Topsoil	2,400
Lawn Care Products	600
Class A	<u>500</u>
	<u>\$4,500</u>

11. #04-2-95-0120 Equipment/Building-Maintenance & Repairs

Miscellaneous Parts/Repairs	\$1,500
Gasoline/Fuel for Equipment	500
Building Maintenance	<u>1,000</u>
	<u>\$3,000</u>

12. #04-2-95-0145 Monument Maintenance

This was a new budget item beginning in 2010/11 for the maintenance of monuments that fall over during the winter months.

13. #04-2-95-0155 Road Maintenance

To refurbish the roads to ensure that they continue to be passable for vehicular traffic.

WATER UTILITY OPERATING BUDGET							
ACCOUNT #	NOTE #	DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTIONS	Notes to Budget V2 - COVID crisis
REVENUE							
OPERATING REVENUES							
-	05-1-12-0100	1 METERED COMMERCIAL SALES	\$ 534,000	\$ 534,000	\$ 510,000	\$ 530,000	
-	05-1-14-0100	BULK WATER SALES	-	-	-	-	
-	05-1-21-0100	1 FLAT RATE SALES - RESIDENTIAL	660,000	660,000	645,000	656,000	
-	05-1-31-0100	2 PUBLIC FIRE PROTECTION	340,800	340,800	325,400	325,400	
-	05-1-33-0100	PRIVATE FIRE PROTECTION	1,000	1,000	1,000	1,000	
-	05-1-40-0100	SPRINKLER ACCOUNTS	6,600	6,600	7,000	6,600	
(1,500)	05-1-60-0100	3 CONSUMER INTEREST CHARGES	3,500	5,000	5,000	5,000	Waived Interest April - June
-	05-1-71-0100	CONNECTION CHARGES	5,400	5,400	5,400	5,400	
-	05-1-72-0100	4 ARMOURIES RENT	1,200	1,200	1,200	1,200	
		TOTAL OPERATING REVENUES	1,552,500	1,554,000	1,500,000	1,530,600	
NON-OPERATING REVENUES							
-	05-1-81-0100	JOBGING AND CONTRACT	500	500	500	300	
-	05-1-82-1000	INTEREST EARNED	5,000	5,000	4,500	4,700	
-	05-1-85-0100	5 GRANTS FOR THE PROV - HST OFFSET	7,000	7,000	7,000	10,200	
-	05-1-89-0100	OTHER TRANSFERS FROM RESERVES	80,000	80,000	-	-	
-		TOTAL NON-OPERATING REVENUES	92,500	92,500	12,000	15,200	
		TOTAL REVENUES	\$ 1,645,000	\$ 1,646,500	\$ 1,512,000	\$ 1,545,800	
EXPENDITURES							
SOURCE OF SUPPLY							
SUPERVISION AND ENGINEERING							
(150)	05-2-11-0100	6 PORTION OF ENGINEER & SUPER. SALARY	\$ 14,150	\$ 14,300	\$ 12,500	\$ 12,500	
-	05-2-11-0105	6.1 FACILITY SUPERINTENDENT (salary & benefits)	2,300	2,300	2,200	2,200	
-	05-2-11-0300	7 DEPARTMENT OF ENVIRONMENT - LICENSE	1,000	1,000	1,000	1,000	
-	05-2-11-0350	7.1 WATER WITHDRAWAL STUDY (EVERY 10 YEARS, last done 2011/12) - due in May 2022	80,000	80,000	-	-	
OPERATION LABOUR							
-	05-2-12-0200	18 PUBLIC WORKS LABOUR	1,100	1,100	1,100	1,100	
(50)	05-2-12-0201	12 WRO LABOUR	3,350	3,400	3,300	3,300	
MAINTENANCE OF PLANT - INTAKES (PUMP HOUSE)							
-	05-2-14-2100	DIVER - INTAKE	4,000	4,000	6,200	4,000	
-	05-2-14-2200	7.2 REPAIRS TO INTAKE SCREENS/BUILDING	4,000	4,000	1,000	3,700	
		DEPARTMENT TOTAL	\$ 109,900	\$ 110,100	\$ 27,300	\$ 27,800	
PUMPING							
SUPERVISION AND ENGINEERING							
(150)	05-2-21-0100	6 PORTION OF ENGINEER & SUPER. SALARY	\$ 14,150	\$ 14,300	\$ 12,500	\$ 12,500	
-	05-2-21-0105	6.1 FACILITY SUPERINTENDENT (salary & benefits)	2,300	2,300	2,200	2,200	
OPERATION LABOUR							
-	05-2-22-0200	18 PUBLIC WORKS DEPARTMENT	1,100	1,100	1,100	1,100	
(50)	05-2-22-0201	12 WRO LABOUR	3,750	3,800	3,100	3,700	
POWER PURCHASED							
-	05-2-24-0100	8 POWER PURCHASED - NSPI	25,000	25,000	25,000	24,000	
MAINTENANCE OF PLANT							
-	05-2-25-1200	TELEPHONE - PUMPHOUSE	300	300	300	300	
-	05-2-25-1300	8.2 MATERIALS/REPAIRS TO BUILDING	5,500	5,500	5,500	1,500	
MAINTENANCE OF PUMPING EQUIPMENT							
-	05-2-25-2100	9 REPAIRS TO PUMPS	4,000	4,000	4,000	1,000	
		DEPARTMENT TOTAL	\$ 56,100	\$ 56,300	\$ 53,700	\$ 46,300	
WATER TREATMENT							
SUPERVISION AND ENGINEERING							
(150)	05-2-31-0100	6 PORTION OF ENGINEER & SUPER. SALARY	\$ 14,150	\$ 14,300	\$ 12,500	\$ 12,500	
-	05-2-31-0105	6.1 FACILITY SUPERINTENDENT (salary & benefits)	2,300	2,300	2,200	2,200	
-	05-2-31-0400	10 TRAINING - SUPER./WRO	5,500	5,500	5,500	1,000	
-	05-2-31-0410	11 CLOTHING - WRO	1,000	1,000	700	700	
OPERATION LABOUR							
-	05-2-32-0100	18 PUBLIC WORKS DEPARTMENT	1,000	1,000	500	800	
(600)	05-2-32-0200	12 WATER RESOURCE OPERATOR II SALARY	68,200	68,800	60,200	67,000	
-	05-2-32-0210	12 WATER RESOURCE OPERATOR II BENEFITS	17,000	17,000	16,800	16,800	
OPERATION SUPPLIES AND EXPENSE							
CHEMICALS AND ADDITIVES							
-	05-2-33-1500	13 WTP - CHEMICALS	55,000	55,000	62,000	59,000	

WATER UTILITY OPERATING BUDGET							
ACCOUNT #	NOTE #	DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTIONS	Notes to Budget V2 - COVID crisis
-		SUPPLIES & EXPENSES					
-	05-2-33-9100	14 SUPPLIES AND SMALL TOOLS	5,000	5,000	4,000	4,000	
-	05-2-33-9200	15 WATER TESTING	16,000	16,000	13,500	13,200	
-	05-2-33-9300	15.1 WATER TESTING - WRO LABOUR	24,900	24,900	22,800	22,600	
-	05-2-33-9500	16 WTP - SPARE/REPLACEMENT PARTS	11,500	11,500	9,300	9,300	
-	05-2-33-9520	WTP - LABORATORY MATERIALS	2,000	2,000	1,000	1,000	
-	05-2-34-0600	NSPI - TREATMENT PLANT	59,000	59,000	59,000	57,000	
-	05-2-34-0700	TELEPHONE LINE/SCADA SYSTEM /SECURITY	6,800	6,800	5,800	4,800	
-		MAINTENANCE OF PLANT					
-	05-2-34-0500	17 WTP - REPAIRS & MAINTENANCE	24,000	24,000	23,000	22,000	
		DEPARTMENT TOTAL	\$ 313,350	\$ 314,100	\$ 298,800	\$ 293,900	
-		TRANSMISSION AND DISTRIBUTION					
-		SUPERVISION AND ENGINEERING					
(500)	05-2-41-0100	6 PORTION OF ENGINEER & SUPER. SALARY	\$ 51,400	\$ 51,900	\$ 46,200	\$ 46,200	
(100)	05-2-41-0105	6.1 FACILITY SUPERINTENDENT (salary & benefits)	8,200	8,300	8,100	8,100	
-	05-2-41-0200	DRAFTING/FILING LABOUR	2,300	2,300	2,300	2,300	
-		OPERATION LABOUR					
-		OPERATION LABOUR - MAINS					
(100)	05-2-43-1100	18 PUBLIC WORKS DEPT. - LABOUR	11,100	11,200	10,600	5,000	
-		MAINTENANCE OF PLANT					
-		MAINT. OF PLANT RESERVOIRS					
-	05-2-44-1100	19 STANDPIPE (GARDEN LOTS)	3,000	3,000	1,300	1,700	
-	05-2-44-1300	ELECTRICITY/SCADA/STANDPIPE	1,700	1,700	2,700	1,500	
-	05-2-44-1350	19 WTP PLANT STANDPIPE (NORTHWEST)	10,000	10,000	16,000	12,000	
-	05-2-44-1400	20 TELEPHONE LINE/SCADA SYSTEM	1,500	1,500	900	1,200	
-		MAINT. OF PLANT - MAINS					
-	05-2-44-3100	21 MATERIALS - MAINS	11,000	11,000	11,000	8,000	
-	05-2-44-3200	21 EQUIP RENTAL (TOWN) - MAINS & SERVICES	25,000	25,000	25,000	15,000	
-	05-2-44-3295	21.1 WATER LEAK STUDY	7,200	7,200	7,200	-	
-	05-2-44-3300	FIRE FLOW TESTING (COMPLETED IN 2016/17)	-	-	-	-	
-		MAINT. SERV./METERS/HYDRANTS					
-	05-2-44-9100	MATERIALS	15,000	15,000	15,000	15,000	
(150)	05-2-44-9300	18 P.W. LABOUR	15,350	15,500	14,900	14,900	
-	05-2-44-9400	ADVERTISING - NOTICES, ETC.	2,000	2,000	2,000	2,000	
-		STORES (STOCK) EXPENSES					
-	05-2-46-0100	FUEL - HEAT	9,500	9,500	8,900	9,000	
-	05-2-46-0200	ELECTRICITY - LIGHTS	5,100	5,100	4,500	4,800	
-	05-2-46-0225	WATER	600	600	600	500	
-	05-2-46-0250	22 SEWER CHARGE	700	700	700	700	
-	05-2-46-0301	SUPPLIES	10,000	10,000	10,000	10,000	
-	05-2-46-0302	JANITORIAL	3,500	3,500	2,800	2,800	
-	05-2-46-0303	SECURITY	700	700	700	300	
(150)	05-2-46-0400	IN HOUSE LABOUR/ARMOURIES	15,050	15,200	14,900	13,500	
-	05-2-46-0500	TELEPHONE/CELL PHONES/INTERNET	3,500	3,500	3,000	3,200	
-		TRANSPORTATION - VEHICLES					
-	05-2-47-0100	GAS - VEHICLES	5,000	5,000	5,000	4,000	
3,500	05-2-47-0200	REPAIRS/MAINTENANCE - 2008 Van (Defer Replacement)	3,500	-	3,500	2,000	
-	05-2-47-0201	REPAIRS/MAINTENANCE - 2005 Chev 1/2 ton	-	-	3,500	6,800	
-		REPAIRS/MAINTENANCE - Pickup #1	2,000	2,000	-	-	
(2,000)		REPAIRS/MAINTENANCE - Pickup #2 (Defer this purchase and replacement of the Van)	-	2,000	-	-	
-	05-2-47-0350	CAR ALLOWANCE - ENG/SUPERINTENDENT	900	900	600	800	
-	05-2-47-0400	RADIO LICENSE/REPAIRS	600	600	600	600	
		DEPARTMENT TOTAL	\$ 225,400	\$ 224,900	\$ 222,500	\$ 191,900	
-		ADMINISTRATION AND GENERAL					
-		23 ACCOUNTING AND COLLECTING					
-		ACCOUNTING SUPERVISION					
(400)	05-2-51-1100	PORTION OF FINANCE DIRECTOR	\$ 38,700	\$ 39,100	\$ 38,300	\$ 38,300	
-		ACCOUNTING METER READINGS					
-	05-2-51-2100	METER READING SALARY/EXPENSES	2,500	2,500	2,400	2,400	

WATER UTILITY OPERATING BUDGET							
			2020/21	2020/21	2019/20	2019/20	
ACCOUNT #	NOTE #	DESCRIPTION	BUDGET V2	BUDGET V1	BUDGET	PROJECTIONS	Notes to Budget V2 - COVID crisis
-		ACCOUNTING BILLING					
(300)	05-2-51-3100	PORTION BOOKKEEPING SALARIES	28,400	28,700	28,000	28,000	
-	05-2-51-3200	SUPPLIES - BILLING & COLLECTION	2,700	2,700	2,700	2,700	
2,500	05-2-51-3210	COMPUTER MAINTENANCE	8,500	6,000	6,000	6,000	Anticipate higher cost for virtual work sites
-		ACCOUNTING COLLECTION					
(150)	05-2-51-4100	PORTION OF CASHIER SALARIES	13,950	14,100	13,800	13,800	
-		ACCOUNTING - UNCOLLECTIBLE ACCTS.					
2,000	05-2-51-5100	PROVISION - UNCOLLECTIBLE ACCTS.	5,000	3,000	3,000	1,500	Possible higher payment defaults due to economic downturn
-		SALARIES					
-		SALARIES - OFFICERS & EXECUTIVES					
(1,800)	05-2-52-1100	PORTION STAFF MEETING PAY	-	1,800	1,800	1,800	Meeting Pay Roll back for managers during this fiscal year.
-	05-2-52-1200	PORTION COUNCIL HONORARIUMS	27,000	27,000	26,500	26,500	
(600)	05-2-52-1300	PORTION STAFF SALARIES	63,000	63,600	62,000	62,000	
-		SALARIES - OTHER					
(600)	05-2-52-9100	PORTION OFFICE STAFF SALARIES	60,400	61,000	54,900	54,900	
-	05-2-52-9200	EMPLOYMENT BENEFITS	77,300	77,300	76,700	76,700	
-		GENERAL OFFICE EXPENSE					
-		GENERAL OFFICERS EXPENSE					
-	05-2-53-1200	24 TRAINING, CONFERENCES & MEMBERSHIPS	15,000	15,000	7,000	7,800	
-	05-2-53-1201	24 COUNCIL TRAINING & CONFERENCES	8,000	8,000	3,000	2,800	
-	05-2-53-1400	BANK CHARGES	1,800	1,800	1,800	1,800	
-		GENERAL OFFICE EXPENSE					
-	05-2-53-3100	MISC. SUPPLIES - OFFICE	5,000	5,000	5,000	5,000	
-	05-2-53-3150	25 FURNITURE & EQUIPMENT	11,500	11,500	11,500	11,500	
-		PROFESSIONAL FEES					
-	05-2-54-1100	AUDITORS FEES	6,000	6,000	5,600	6,000	
-	05-2-54-1200	CONSULTANT FEES - WATER RATE STUDY	-	-	-	-	
-	05-2-54-1250	ENGINEER CONSULTING SERVICES	7,500	7,500	10,000	5,000	
-	05-2-54-2100	LEGAL FEES	15,000	15,000	15,000	12,000	
-	05-2-54-2150	25.1 COMMUNICATIONS	5,000	5,000	5,000	5,000	
-	05-2-54-2200	PAYROLL ADMINISTRATION	1,300	1,300	1,200	1,200	
-		REGULATORY EXPENSES					
-	05-2-55-0100	26 NSURB FEE	1,600	1,600	1,600	1,600	
-		INSURANCE					
-	05-2-56-0100	27 FIRE & AUTO LIABILITY	26,000	26,000	26,000	25,800	
-		RENT OF GENERAL PROPERTY					
-	05-2-57-0100	RENT - TOWN OFFICE USE	2,100	2,100	2,100	2,100	
-	05-2-57-0200	28 RENT - VICTORIA ROAD BUILDING	2,200	2,200	2,200	2,200	
		DEPARTMENT TOTAL	\$ 435,450	\$ 434,800	\$ 413,100	\$ 404,400	
-		DEPRECIATION					
-	05-2-60-0100	29 DEPRECIATION EXPENSE	\$ 287,400	\$ 287,400	\$ 294,250	\$ 273,600	
		DEPARTMENT TOTAL	\$ 287,400	\$ 287,400	\$ 294,250	\$ 273,600	
-		TAXES					
-	05-2-70-0200	30 PROPERTY TAXES	\$ 43,500	\$ 43,500	\$ 43,000	\$ 43,500	
		DEPARTMENT TOTAL	\$ 43,500	\$ 43,500	\$ 43,000	\$ 43,500	
-		NON-OPERATING EXPENSES					
-	05-2-90-0200	INTEREST ON CUSTOMER DEPOSITS	\$ -	\$ -	\$ -	\$ -	
-		REDEMPTION LONG-TERM DEBT					
-	05-2-91-0100	31 PRINCIPAL INSTALLMENTS	40,750	40,750	40,750	40,800	
-		INTEREST ON LONG-TERM DEBT					
-	05-2-92-0100	31 INTEREST	18,650	18,650	19,900	19,900	
-		CAPITAL EXPENDITURE FROM REVENUE					
-	05-2-99-0050	33 CAPITAL RESERVES - FUTURE CAPITAL	20,000	20,000	17,700	42,700	
-		OTHER NON-OPERATING EXPENSES					
-	05-2-99-0020	33 TRANSFER TO CAPITAL RESERVE - LAND	5,000	5,000	5,000	5,000	
-	05-2-99-0010	33 WTP - MEMBRANE REPLACEMENT RESERVE	26,000	26,000	26,000	26,000	
-	05-2-99-0060	DIVIDEND	65,000	65,000	50,000	50,000	
-	05-2-99-0100	SURPLUS (DEFICIT)	-	-	-	80,000	
		DEPARTMENT TOTAL	\$ 175,400	\$ 175,400	\$ 159,350	\$ 264,400	
		TOTAL EXPENDITURES	\$ 1,646,500	\$ 1,646,500	\$ 1,512,000	\$ 1,545,800	

NOTES TO WATER UTILITY BUDGET

Revenue

1. The Nova Scotia Utility and Review board approved changes to the Town of Lunenburg Schedule of Rates and Regulations for the Water Utility in 2016 the first increase came into effect July 1, 2016, the second increase was effective April 1, 2017, and the third increase occurred on April 1, 2018.

Water Statistics:

	<i>Budget 2020/21</i>	<i>Estimated 2019/20</i>	<i>Actual 2018/19</i>
Residential Connections	1,153	1,145	1,108
Metered Commercial Accounts	191	190	187

2. #05-1-31-0100 Public Fire Protection

This is a rate approved by the NSURB to cover fire flows in the Town and is charged to the Lunenburg Fire Department.

3. #05-1-60-0100 Consumer Interest Charges

Interest is charged on all overdue accounts at a rate of 1.5 % per month. The budget estimate is based on actual interest charged in the prior year.

4. #05-1-72-0100 Armouries Rent

The Water Utility charges the Town a rental fee for its use of the Armouries building.

5. #05-1-85-0100 Provincial Grant – HST Offset

The Water Utility receives a grant from the province to offset the cost of HST (only 57.14% of the Provincial component of the HST is received back as a rebate).

Expenditures

The Water Treatment Plant has been in operation since June 2010. This budget reflects the costs estimated in operating the plant based on actual experience.

6. #05-2-11-0100; #05-2-21-0100; #05-2-31-0100; #05-2-41-0100 Engineer & Superintendent's Salary (15%; 15%; 15%; 55%)

Approximately 50% of the Town Engineer's & Superintendent's salary is charged out to the Water Utility based on actual time spent.

- 6.1 #05-2-11-0105; #05-2-21-0105; #05-2-31-0105; #05-2-41-0105 Facility Superintendent's Salary (15%; 15%; 15%; 55%)

Approximately 20% of the proposed Facility Superintendent's salary is budgeted in the Water Utility based on projected time allocations.

7. #05-2-11-0300 Department of Environment License

The Utility is required to obtain a license to draw water from Dares Lake.

- 7.1 #05-2-11-0350 Water Withdrawal Study

As part of the water withdrawal licensing permit process, a water withdrawal study must be undertaken.

- 7.2 #05-2-14-2200 Repairs to Intake Screens/Buildings

The water utility had a video inspection of the intake screens at Dares Lake completed. The frame work that the screens are bolted to shows a great deal of corrosion and is in need of replacement.

8. #05-2-24-0100 Power Purchased NSPI

Budget based on projected usage at current consumption pricing.

8.2 #05-2-25-1300 Building Maintenance & Repairs - Pumping

The pump house below the spillway is set in the ground to receive the pipes from the intake at Dares Lake. The drainage around the building is very poor and during heavy rains the roof and road above shed water directly at the building. This has resulted in deterioration of the structural supports in the building, during heavy rain after the floor has dried out mud and silt cover the floor from where it has washed in through the cracks. The first step to address this issue would be to divert water coming down the road and off the roof away from the building.

In-house ditching and gutter changes:

Labour (3 days)	\$3,000
Materials	\$1,000
Total	\$4,000

An additional \$1,500 is included in the budget account for general repairs and maintenance during the year.

9. #05-2-25-2100 Repairs to Pumps

Estimate for repairs based on estimated requirements in this fiscal year.

10. #05-2-31-0400 Training

Water Certification training for Water Resource Operators and supervisors.

11. #05-2-31-0410 Clothing

Estimate for work boots, coveralls, etc. as per union contract.

12. Water Resource Operator Salary and Benefits

Water Resource Operators Salary and Benefits (1.5 FTE) is charged to the Water Utility.

13. #05-2-33-1500 Chemicals

Chemical costs are estimated based on the operational requirements of the Water Treatment Plant.

14. #05-2-33-9100 Supplies and Small Tools

Estimate for required items for plant operations.

15. #05-2-33-9200 Water Testing

The budget has been prepared based on requirements mandated by the Department of Environment. This includes weekly sampling and quarterly testing requirements (conducted by South Shore Health and private labs). This amount has been increased as testing is required as part of the lead monitoring program.

15.1 #05-2-33-9300 Water Testing – WRO Labour

WRO labour required for taking daily samples for analysis.

16. #05-2-33-9500 WTP Spare Parts (items < \$2,500 capital threshold)

Spare parts for the Water Treatment Plant per annual review with WRO and Engineer.

17. #05-2-34-0500 WTP Repairs and Maintenance

The water treatment plant requires scheduled maintenance. Costs include a generator contract, cleaning contract, SCADA, and the yearly membrane inspection and reports.

18. Public Works Labour

Labour of the Public Works Department is only charged out to the Water Utility on an as used basis.

19. #05-2-44-1100/1350 Materials (Standpipes)

The water utility had a video inspection of both water storage tanks completed in 2016. There are anodes that require replacement at the North West WTP Plant Stand Pipe \$10,000. Garden Lots- Install transfer switch panel, inspection and report to be carried out on the corrosion control system.

20. #05-2-44-1400 Telephone Line SCADA System (Garden Lots Standpipe)

A computer system measures water level and water quality in the standpipe. This budget item includes the following costs:

Dedicated Telephone Line	\$250
Monitoring Fee	<u>650</u>
	<u>\$900</u>

21. #05-2-44-3100/3200 Materials and Equipment Rental Mains & Services

Any Town vehicles used on water jobs are charged out to the Water Utility on charge out rates approved by Town Council each year. Estimate based on actual maintenance costs.

21.1 #05-2-44-3295 Water Leak Survey

The water distribution system will be checked for water leaks by a private contractor.

22. #05-2-46-0250 Sewer

A sewer charge is levied against the Armouries building which is owned by the Water Utility and assessed at \$186,400. The sewer charge is budgeted at 2019/20 rates of 41.20¢/\$100. assessment (AAN 04647114).

23. #05-2-51-0000 Administration and General

A portion of the current level of Town Office staff salaries are charged out to the Water Utility based on the estimated staff time spent on the Water Utility. These are allocated as 30% CAO and AMC, 35% Finance Director, 37% Town Accountant, 5% Billing Clerk (Finance Officer), 27% Payment Processing (Finance Officer-AR), 30% Accounts Payable Clerk (Finance Officer) and 30% Secretarial Staff, Business Coordinator – 44%

A portion of Town Council honorariums and staff meeting pay is charged to the Water Utility based on the estimated time Council spends on Water Utility issues and Town Office staff time attending meetings concerning the Water Utility.

Employment benefits include an accrual for retirement benefits based on the Town’s personnel policy and CUPE contract.

24. #05-2-53-1200 Training, Conferences, & Memberships

AWWA Conference & Membership	\$ 1,000
Various staff training, seminars & conferences, as required	12,400
Professional Membership Allocations	<u>1,600</u>
	<u>\$15,000</u>

#05-2-53-1201 Council Training & Conferences

Portion of Council Conferences (32.5%)	\$3,000
Portion of Council Orientation Training – Election 2020 (40%)	\$5,000

25. #05-2-53-3150 Furniture & Equipment

Estimate for small capital office equipment.

25.1 #05-2-54-2150 Communications

Budget for a portion of communications contractor.

26. #05-2-55-0100 Nova Scotia Utility Review Board

The N.S.U.R.B. annual assessment fee to offset Board costs.

27. #05-2-56-0100 Insurance

Insurance costs are budgeted at estimated 2018/19 rates.

28. #05-2-57-0200 Rent Victoria Road Building

The Victoria Road building has been purchased by the Town and will serve the Water Utility for storage needs. The Water Utility is charged rent in proportion to space required (30%).

29. #05-2-60-0100 Depreciation

The Water Utility is required to calculate depreciation on its assets at various prescribed rates, e.g. buildings, mains, plant, equipment, etc. This expenditure is sourced from the water rates and is used for future funding of capital assets. Any unused depreciation is held in a reserve. The total depreciation reserve as at March 31, 2019 was \$1,275,520.

30. #05-2-70-0200 Property Taxes

The assessment on the Town distribution system has remained the same at \$1,294,800. The Utility is estimated to pay the Town \$42,417 in property taxes in 2020/21. The Armouries building and the new water treatment plant are assessed as commercial exempt for the purposes of property taxation only. (AAN 04647416)

31. #05-2-91-0100; #05-2-92-0100 Debt Charges

These amounts are included in the budget.

Project	Payment	Principal	Interest	Total	Balance
Water Treatment Plant (MFC Nov 2011 \$815,000)	9 of 20	\$40,750	\$19,049	\$59,799	\$448,250

32. #05-2-94-0000 Capital Expenditures

Please refer to the capital section of this budget for planned capital expenditures.

33. #05-2-99-0050/20/10 Transfers to Capital Reserve

Transfers to reserve in this budget includes \$5,000 for future land purchases (watershed) and \$26,000 for membrane replacement (10 year replacement schedule).

34. The balance in the Water Utility Capital Reserve as of March 31, 2019 is as follows:

Future Land Purchases	\$119,572
WTP Membrane Replacement	201,389
Future Capital	<u>364,806</u>
	<u>\$685,767</u>

ELECTRIC UTILITY OPERATING BUDGET							
ACCOUNT #		DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTION	Notes to Budget V2 - COVID crisis
		REVENUE					
		OPERATING REVENUE					
-	07-1-51-1000	2 DOMESTIC SERVICE	\$ 2,783,900	\$ 2,783,900	\$ 2,640,200	\$ 2,746,200	
-	07-1-51-2000	3 GENERAL SERVICE - SMALL	186,000	186,000	185,000	59,500	
-	07-1-51-2500	3 GENERAL SERVICE - DEMAND	2,266,000	2,266,000	2,204,500	2,227,200	
-	07-1-51-3000	4 GENERAL SERVICE (IND)	1,340,000	1,340,000	1,234,500	1,326,600	
-	07-1-51-4000	5 STREET LIGHTING	128,000	128,000	123,400	123,700	
-	07-1-51-5000	MISC. ELECTRIC LIGHT	7,000	7,000	7,000	7,000	
(9,000)	07-1-51-6000	6 LATE PAYMENT INTEREST	19,000	28,000	23,000	32,000	Waived interest fees April - June
-	07-1-51-7000	7 POLE ATTACHMENT FEES	27,600	27,600	27,600	27,600	
-	07-1-51-8000	8 69 KV LINE LEASE	54,000	54,000	54,000	53,100	
		TOTAL OPERATING REVENUE	6,811,500	6,820,500	6,499,200	6,602,900	
		NON-OPERATING REVENUE					
-	07-1-51-9000	EXPIRED LINE EXTENSION DEPOSITS	-	-	-	-	
-	07-1-52-1010	9 SALE OF SERVICE - PERMITS	15,000	15,000	15,000	15,000	
-	07-1-52-1000	9 SALE OF SERVICE - JOBBING & CONTRACT	5,000	5,000	15,000	1,000	
-	07-1-52-3000	INTEREST REVENUE	9,000	9,000	4,000	9,000	
-		TOTAL NON-OPERATING REVENUE	29,000	29,000	34,000	25,000	
		TOTAL REVENUE	\$ 6,840,500	\$ 6,849,500	\$ 6,533,200	\$ 6,627,900	
		EXPENDITURES					
		POWER PURCHASES					
-	07-2-61-1000	10 POWER COST - NSPI	\$ 5,352,300	\$ 5,352,300	\$ 5,175,200	\$ 5,253,800	
		SUBSTATIONS					
		SUBSTATIONS (3)					
-	07-2-62-1100	11 LABOUR-UTILITY	23,300	23,300	22,400	22,400	
-	07-2-62-1200	12 REPAIRS & MAINTENANCE	20,000	20,000	20,000	20,000	
-	07-2-62-1300	13 TRANSFORMER TESTING	25,000	25,000	25,000	-	
-	07-2-62-1500	SUBSTATION INSURANCE	10,100	10,100	10,100	10,100	
-	07-2-62-1600	SUPPLIES	-	-	-	-	
			78,400	78,400	77,500	52,500	
		OPERATION & MAINTENANCE					
		SUPERINTENDENCE					
-	07-2-63-1100	11 MANAGER/PORION OF SUPER. SALARY	107,400	107,400	103,200	103,200	
-	07-2-63-1175	STANDY-BY PAY	-	-	-	-	
-	07-2-63-1200	14 TELEPHONE/ CELLULAR/ INTERNET	5,000	5,000	5,000	5,000	
-	07-2-63-1400	RADIO REPAIRS/LICENSE	200	200	200	200	
		OVERHEAD					
-	07-2-63-2100	11 LABOUR - UTILITY	68,300	68,300	65,600	65,600	
-	07-2-63-2200	SUPPLIES	5,500	5,500	5,500	5,500	
-	07-2-63-2310	15 VEGETATION MGMT-CONTRACTOR	100,000	100,000	75,000	75,000	
-	07-2-63-2600	CONTRACTED REPAIRS/FLAGMEN	5,000	5,000	5,000	1,000	
		POLES & FIXTURES					
-	07-2-63-3100	11 LABOUR - UTILITY	10,800	10,800	10,400	10,400	
-	07-2-63-3200	SUPPLIES	3,000	3,000	3,000	3,500	
		SERVICES					
-	07-2-63-4100	11 LABOUR - UTILITY	25,300	25,300	24,300	24,300	
-	07-2-63-4200	SUPPLIES	6,000	6,000	4,000	8,700	
		STREETS & HIGHWAY LIGHTING					
-	07-2-63-5100	11 LABOUR - UTILITY	22,700	22,700	21,800	21,800	
-	07-2-63-5200	SUPPLIES	1,000	1,000	1,000	1,000	
		MAINTENANCE OF BUILDING					
-	07-2-63-6100	11 LABOUR - UTILITY	-	-	-	-	
-	07-2-63-6200	FUEL	6,000	6,000	6,000	6,000	
-	07-2-63-6300	ELECTRIC	2,200	2,200	2,200	2,200	
-	07-2-63-6310	WATER	500	500	500	500	
-	07-2-63-6320	SEWER	700	700	700	700	
-	07-2-63-6400	16 REPAIRS & MAINTENANCE	5,000	5,000	5,000	4,000	
-	07-2-63-6600	17 RENTAL - VICTORIA ROAD BUILDING	5,000	5,000	5,000	5,000	

ELECTRIC UTILITY OPERATING BUDGET							
ACCOUNT #		DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTION	Notes to Budget V2 - COVID crisis
-		<u>CUSTOMER PREMISES EXPENSES</u>					
-	07-2-63-7100	ELECTRICAL INSPECTIONS	15,000	15,000	12,000	15,000	
-		<u>TRANSPORTATION</u>					
-	07-2-63-8100	GAS - VEHICLES	-	-	-	-	
-	07-2-63-8200	REPAIRS & MAINTENANCE	-	-	-	-	
-	07-2-63-8300	REGISTRATION/INSURANCE	-	-	-	-	
-			394,600	394,600	355,400	358,600	
-		<u>TRANSFORMERS</u>					
-		<u>SETTING AND REMOVING</u>					
-	07-2-64-1100	11 LABOUR - UTILITY	2,600	2,600	2,500	2,500	
-	07-2-64-1200	SUPPLIES	500	500	500	500	
-		<u>MAINTENANCE OF TRANSFORMERS</u>					
-	07-2-64-2100	18 LABOUR - UTILITY	3,100	3,100	3,000	3,000	
-	07-2-64-2150	18 CONTRACTED REPAIRS	40,000	40,000	25,000	40,000	
-	07-2-64-2200	18 SUPPLIES	2,500	2,500	2,500	2,500	
-			48,700	48,700	33,500	48,500	
-		<u>METERS</u>					
-		<u>SETTING AND REMOVING METER</u>					
-	07-2-65-1100	11 LABOUR - UTILITY	6,700	6,700	6,400	6,400	
-		<u>TESTING METERS (EXPENSES)</u>					
-	07-2-65-2100	11 LABOUR - UTILITY	10,400	10,400	10,000	10,000	
-		<u>TESTING METERS</u>					
-	07-2-65-3100	19 NSPI CHARGES	-	-	-	-	
-		<u>MAINTENANCE OF METERS</u>					
-	07-2-65-4200	SUPPLIES	1,000	1,000	1,000	500	
-			18,100	18,100	17,400	16,900	
-		<u>GENERAL OVERHEAD</u>					
-		<u>SUPERVISION</u>					
(50)	07-2-66-1100	20 PORTION FD SALARY	5,850	5,900	5,600	5,600	
-		<u>CONTRACTS</u>					
(200)	07-2-66-2100	20 PORTION OF TOWN OFFICE SALARIES	18,600	18,800	18,100	18,100	
-			24,450	24,700	23,700	23,700	
-		<u>ACCOUNTING</u>					
-		<u>ACCOUNTING SUPERVISION</u>					
(100)	07-2-67-1100	20 PORTION FD SALARY	7,600	7,700	7,500	7,500	
-		<u>REVENUE ACCOUNTING</u>					
(600)	07-2-67-2100	20 PORTION OF TOWN OFFICE SALARIES	57,900	58,500	57,200	57,200	
-	07-2-67-2200	PART-TIME OFFICE STAFF	-	-	-	-	
-		<u>PLANT ACCOUNTING</u>					
(400)	07-2-67-3100	20 PORTION OF TOWN OFFICE SALARIES	40,400	40,800	34,600	34,600	
-		<u>BILLING</u>					
(400)	07-2-67-4100	20 PORTION OF TOWN OFFICE SALARIES	49,500	49,900	42,400	42,400	
-	07-2-67-4200	SUPPLIES	8,000	8,000	8,000	8,000	
-		<u>AUDITING</u>					
-	07-2-67-5100	AUDIT FEES	6,500	6,500	6,000	6,500	
-		<u>COLLECTING</u>					
-	07-2-67-6050	21 ELECTRONIC BANKING SERVICES	3,000	3,000	3,000	3,000	
-	07-2-67-6100	20 PORTION OF TOWN OFFICE SALARIES	14,800	14,800	14,500	14,500	
-	07-2-67-6200	POSTAGE	13,500	13,500	12,500	12,500	
-	07-2-67-6300	COLLECTION COSTS (SMALL CLAIM FEES)	1,000	1,000	1,000	500	
-		<u>METER READING</u>					
-	07-2-67-7100	11 LABOUR - UTILITY	31,200	31,200	30,000	30,000	
-			233,400	234,900	216,700	216,700	
-		<u>GENERAL</u>					
-		<u>SUPERVISION</u>					
(750)	07-2-68-1100	22 PORTION CLERK & DEPUTY'S SALARIES	76,550	77,300	72,600	72,600	
-	07-2-68-1200	23 COUNCIL HONORARIUMS	50,300	50,300	49,000	49,000	
(1,500)	07-2-68-1300	MEETING PAY	-	1,500	1,500	1,500	Meeting Pay Roll back for managers during this fiscal year.
-	07-2-68-1400	24 COUNCIL CONVENTIONS/TRAINING	8,000	8,000	3,000	3,000	

ELECTRIC UTILITY OPERATING BUDGET							
ACCOUNT #		DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTION	Notes to Budget V2 - COVID crisis
-		<u>PROFESSIONAL SERVICES</u>					
-	07-2-68-2100	25 ENGINEERING	20,000	20,000	15,000	7,000	
(5,000)	07-2-68-2200	LEGAL FEES	20,000	25,000	25,000	20,000	Anticipate costs at 19-20 level
-	07-2-68-2210	25.1 COMMUNICATIONS	5,000	5,000	5,000	5,000	
-	07-2-68-2300	PAYROLL ADMINISTRATION	1,500	1,500	1,500	15,000	
-		<u>ADVERTISING</u>					
-	07-2-68-3100	26 POWER INTERRUPTIONS & PROMOTIONS	5,000	5,000	5,000	2,000	
-		<u>UNCOLLECTIBLE BILLS</u>					
5,000	07-2-68-4100	27 PROVISION - UNCOLLECTIBLE ACCTS.	15,000	10,000	10,000	10,000	Possible higher payment defaults due to economic downturn
-		<u>RENTALS, LIGHTS, ETC.</u>					
-	07-2-68-5100	OFFICE RENTAL - TOWN	10,200	10,200	10,200	10,200	
-	07-2-68-5200	SUPPLIES/PRINTING/PAPER	15,000	15,000	15,000	15,000	
-	07-2-68-5300	POSTAGE	13,500	13,500	12,500	12,500	
-	07-2-68-5600	28 MAINT & CONTRACT - COMPUTER	20,000	20,000	14,000	14,000	
-	07-2-68-5700	LEASE - POSTAGE METER	1,500	1,500	1,500	15,000	
-	07-2-68-5800	SERVICE CHARGES - PHOTOCOPIER	4,000	4,000	4,000	3,500	
-		<u>GENERAL INSURANCE</u>					
-	07-2-68-6100	EMPLOYMENT BENEFITS: CPP & EI	-	-	-	-	
-	07-2-68-6300	TOWN PENSION	-	-	-	-	
-	07-2-68-6400	GROUP INSURANCE	-	-	-	-	
-	07-2-68-6500	WORKERS COMPENSATION	-	-	-	-	
-	07-2-68-6600	29 INSURANCE	11,000	11,000	11,000	9,900	
-		<u>EMPLOYEE WELFARE</u>					
-	07-2-68-9100	LABOUR - UTILITY (SICKNESS/VACATION)	-	-	-	-	
-	07-2-68-9200	30 EMPLOYMENT BENEFITS	51,500	51,500	45,000	45,000	
-	07-2-68-9300	CLOTHING/SAFETY	500	500	-	-	
-	07-2-68-9400	OTHER EMPLOYEE BENEFITS	1,000	1,000	1,000	1,000	
-	07-2-68-9450	MEETING - TRAVEL/EXPENSE	1,500	1,500	1,500	1,500	
(5,000)	07-2-68-9500	31 TRAINING AND MEMBERSHIPS	10,000	15,000	10,000	10,000	Due to budgetary restrictions limit training budget for year
-	07-2-68-9600	MEETING SUPPLIES	3,000	3,000	3,000	3,000	
			344,050	351,300	316,300	325,700	
-		<u>OFFICE SUPPLIES/EXPENSES</u>					
-	07-2-69-1100	TELEPHONE - TOWN HALL	3,200	3,200	3,200	3,200	
-	07-2-69-1200	FAX MACHINE	700	700	700	700	
-	07-2-69-1350	33 SMALL CAPITAL - OFFICE EQUIPMENT	12,500	12,500	12,500	12,500	
-		<u>REGULATORY COMM. EXPENSE</u>					
-	07-2-69-3100	34 BD. OF PUBLIC UTILITIES	8,000	8,000	8,000	8,000	
-	07-2-69-3200	35 CONSULTANT FEES	5,000	5,000	5,000	2,000	
-			29,400	29,400	29,400	26,400	
		DEPARTMENT TOTAL	\$ 6,523,400	\$ 6,532,400	\$ 6,245,100	\$ 6,322,800	
-		<u>DEPRECIATION</u>					
-	07-2-70-2100	36 DEPRECIATION EXPENSE	184,500	184,500	203,500	168,000	
-		<u>INTEREST ON CONSUMER DEPOSITS</u>					
-	07-2-70-3100	ACCRUED INTEREST EXPENSE	500	500	500	500	
-		<u>INTEREST ON LONG-TERM DEBT</u>					
-	07-2-70-4100	37 BORROWING INTEREST	32,100	32,100	36,600	36,600	
-		<u>DEBT REPAYMENT</u>					
-	07-2-70-5100	37 LONG-TERM DEBT PRINCIPAL	100,000	100,000	100,000	100,000	
-		DEPARTMENT TOTAL	\$ 317,100	\$ 317,100	\$ 340,600	\$ 305,100	
-		<u>TRANSFERS TO OTHER FUNDS</u>					
-	07-2-80-1000	<u>CAPITAL RESERVES</u>					
-	07-2-80-1200	38 TRF. TO (FROM) CAPITAL RESERVE	-	-	-	-	
-		DEPARTMENT TOTAL	\$ -	\$ -	\$ -	\$ -	
-	07-2-90-0100	SURPLUS (DEFICIT)	\$ -	\$ -	\$ (52,500)	\$ -	
		TOTAL EXPENDITURES	\$ 6,840,500	\$ 6,849,500	\$ 6,533,200	\$ 6,627,900	

NOTES TO ELECTRIC UTILITY BUDGET

- Effective January 1, 2020 the Utility’s kWh consumption rate for power purchases is \$0.08819. The Utility’s current peak ratchet monthly demand cost for kVa is \$119,334. The Utility’s current demand rate is \$12.445. However, the Utility receives a \$0.32 per kVa discount in demand costs for owning its own substation (see table below).

	2020/21 Budget	2019/20 Budget	2018/19 Actual	2017/18 Actual
Purchases (kWh)	44,621,219	43,202,726	44,377,687	41,980,533
Sales (kWh)	42,905,018	41,541,083	42,670,852	40,361,957
Purchases as % Sales	104%	104%	104%	104%
Billed Demand (kVa) monthly	9,842	9,842	9,338	9,947
Annual Demand Cost	\$1,432,008	\$1,432,008	\$1,372,853	\$1,416,734
Substation credit				
Monthly	\$3,149	\$3,040	\$2,988	\$3,183
Annually	\$37,788	\$36,480	\$35,856	\$38,196

kWh: Kilowatt hour - the basic measurement of power per hour.

kVa: Kilovolt amperes – the basic unit for measurement of apparent power. It is the greatest amount of power, averaged over a 15 minute period, supplied to the Town during the billing period of December, January or February. It is adjusted annually and billed at highest kVa for following year.

Date	Time	Peak (kVa)
January 16, 2012	8:30 am	8,673
January 24, 2013	8:30 am	9,429
January 2, 2014	5:30 pm	9,982
February 11, 2015	9:00 am	9,520
January 13, 2016	10:00 am	9,800
December 16, 2016	5:45 pm	9,947
January 2, 2018	6:45 pm	9,338
February 27, 2019	8:00 am	9,842

The Town’s Electric Utility has approximately 2,200 customers in various rate classifications as noted below.

2. **#07-1-51-1000 Domestic Service**

Budget based on projected sales and existing rates. There are approximately 1,800 customers billed under the Domestic Service rate. There are 19 customers billed under the Domestic Service Time-of-Day rate.

3. **#07-1-51-2000 & 07-1-51-2500 General Service**

Budget based on projected sales and existing rates. There are approximately 250 Small General customers and approximately 165 General Service customers billed under General Service.

4. **#07-1-51-3000 Industrial**

Budget based on projected sales and existing rates. The Town has 2 customers billed under this rate.

5. #07-1-51-4000 Street Lighting

Budget based on projected sales and existing rates. The Town has approximately 60 customers billed under this rate.

6. #07-1-51-6000 Late Payment Interest

Interest revenue is based on 1.5% per month on outstanding balances.

7. #07-1-51-7000 Pole Attachment Fees

An agreement with Maritime Tel & Tel was reached in 1987. Ratio of pole ownership to be shared at 60% Utility, 40% Bell Aliant (formerly MT&T). At that time there were 592 poles (60% Utility = 355 and 40% Aliant = 237). Aliant has not maintained their 40% ownership and pole attachment fees are charged for the difference. Currently there are 1,128 poles. Aliant is charged for the number of poles over the Utility's original 355 (773 poles).

This revenue budget includes attachment fees of \$14.15 per pole for Eastlink Cable (1,169 poles = \$16,541) and Bell Aliant (773 poles = \$10,938).

8. #07-1-51-8000 69 KV Line Lease

Lease agreement with High Liner Foods Inc. to lease our 69 KV line for power supplied by Nova Scotia Power Inc. The lease renewed in October 2015.

9. #07-1-52-1000 & #07-1-52-1010 Sale of Services

Includes wiring permit fees, electrical inspections and any other work performed by the Electric Utility staff for external customers.

10. #07-2-61-1000 Power Purchased

This is budgeted based on the Utility's power purchase requirements.

11. Labour Utility

The Town of Lunenburg entered into a service agreement with Nova Scotia Power for the operations and maintenance of the Town's Electric Utility infrastructure. The arrangement was effective June 1, 2018 for a renewable five-year term and will provide a wide range of technical expertise to ensure a reliable and sustainable electricity supply. All on site work is now carried out by Nova Scotia Power personnel. The cost of this service arrangement is allocated within the various cost centers of the Utility.

12. #07-2-62-1200 Repairs & Maintenance Substations

\$20,000 has been included in this budget for routine repairs and maintenance.

13. #07-2-62-1300 Transformer Testing

There are three transformers at the substation. They require periodic testing. Testing was last completed in 2011/12.

14. #07-2-63-1200 Telephone/Cellular/Internet

Includes the basic rates, cellular phones for the Corporate Services staff who manage the Utility and internet lines in the Town Office/Electric Department.

15. 07-2-63-2310 Line Vegetation Management Contractor

It is important that the vegetation be managed to maintain power during weather events. \$100,000 has been included for contracted tree trimming and removal as set out in the Town's tree inventory/assessment and Strategic Plan.

16. #07-2-63-6400 Maintenance of Building

Includes estimate for annual repairs.

17. #07-2-63-6600 Rental Victoria Road Building

Space is required at the Victoria Road exhibition building for storage of large spools of wire, Christmas decorations, etc.

18. #07-2-64-2100 to 2200 Maintenance of Transformers

Budget estimate for maintenance including any required testing for PCB's of older transformers. All line transformers must be tested for PCBs by 2028.

19. #07-2-65-3100 Testing Meters - Third Party Charges

Included in the fees for the service contract.

20. #07-2-66-1100/2100 and #07-2-67-1100/2100/3100/4100/6100 Portion of Salaries

Corporate Services' Finance salaries are charged to the Electric Utility for financial services based on actual time spent performing Electric Utility work. The approximated allocations are as follows 55% Finance Director, 45% Town Accountant, 70% Billing Clerk (Finance Officer), 60% Payment Processing (Finance Clerk), 35% Accounts Payable Clerk (Finance Officer) and backup Finance Officer 70%.

21. #07-2-67-6050 Electronic Banking Services

This cost is for a portion of the lease of the debit machine located in the Finance Office and one third of all banking fees. This is deemed reasonable based on monthly electric billings vs quarterly billings for other Town Utilities.

22. #07-2-68-1100 Portion Town Manager/Clerk, AMC, Business Coordinator & Secretary Salaries

The following approximate allocations are included CAO (30%), AMC (30%), Business Coordinator (30%) and one (1) secretary (20%) for provision of Electric Utility administrative services based on actual time spent.

23. #07-2-68-1200 Honorariums

Includes approximately 1/3 of Honorariums for members of Council who oversee the Electric Utility based on meeting time spent on Electric Utility issues.

24. #07-2-68-1400 Conventions/Training – Council

Portion of Council Conferences (32.5%)	\$3,000
Portion of Council Orientation Training – Election 2020 (40%)	\$5,000

25. #07-2-68-2100 Engineering

The budget for Engineering Consulting fees.

25.1 #07-2-68-2210 Communications

Budget for a portion of AMC salary relating to communications for the Utility.

26. #07-2-68-3100 Advertising

Notices re Power Interruptions	\$4,500
Miscellaneous	500
	<u>\$5,000</u>

27. #07-2-68-4100 Uncollectible Accounts

A valuation of aged receivables is performed annually and an allowance for uncollectible accounts is established as per national accounting guidelines. Based on past years' trends, \$10,000 has been included in this account.

28. #07-2-68-5600 Maintenance/License - Computers/Printers

Includes maintenance and licensing of computers as follows:

PC's	\$7,000
Network Server	5,000
Accounting Software License	8,000
	<u>\$20,000</u>

The accounting software license fee is an all-inclusive annual fee for program updates and improvements and IT support for the software. Other departments pay the Electric Utility for a portion of this license fee.

29. #07-2-68-6600 General & Liability Insurance

Insurance costs are budgeted at estimated 2019/20 rates.

30. #07-2-68-9200 Employment Benefits

The Utility reimburses the Town for a portion of the Employment Benefit costs for the Town office staff. This includes a \$40/month travel allowance for the Town CAO. This account also includes an accrual for retirement benefits based on the Town's personnel policy.

31. #07-2-68-9500 Training and Memberships

Includes the following items:

Various staff training, seminars & conferences, as required	\$12,000
CPA, NSBS Fees	<u>3,000</u>
	<u>\$15,000</u>

33. #07-2-69-1350 Small Capital – Office Equipment

This has been transferred from the Capital Budget to Operations based on the Town's Tangible Capital Asset threshold of \$2,500. Includes replacement computers as required (generally replaced every 3 years). ***This budget includes \$5,000 for Council iPad or alternative replacements this year.***

34. #07-2-69-3100 Board of Public Utilities

Budgeted at 2018/19 actual of \$6,812.

35. #07-2-69-3200 Consultant Fees

This is for work by consultants in regard to general Electric Utility consulting, as well as rate analysis.

36. #07-2-70-2100 Depreciation Expense

All capital items are depreciated at an average rate of 3.5%. as per NSURB.

37. #07-2-70-4100 Interest Expense & Long Term Debt Principal #07-2-70-5100

The Electric Utility has a 20-year debenture for the substation upgrade with Municipal Finance Corporation with an average interest rate 4.319%. This debenture will be re-negotiated after 15 years to determine if a lower rate can be achieved.

Payment	Beg. Balance	Principal	Interest	End Balance
14 of 20	\$1,000,000	\$100,000	\$32,110	\$600,000

38. #07-2-80-1200 Reserve for Future Capital Expenditures

<i>Capital Reserve Fund – March 31, 2020 Estimated</i>	
Computer equipment reserve	\$ nil
Substation Upgrades	16,000
Recloser Replacement	1,600
Transformer Testing	6,400
Surplus equipment proceeds	135,400
Depreciation funds reserve*	400,000
Total Capital Reserve Fund	\$559,400

* Depreciation funds are used to fund current capital expenditures as per NSURB Regulations.

2020/21 budgeted at \$0, if there is surplus funds at year end a reserve transfer may be considered.

TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - TOWN GENERAL											
DESCRIPTION	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
BUILDING & STRUCTURES											
New Provincial Accessibility Act requiring Municipalities to be completely accessible by 2030 will require financial commitments. Capital budgets will be updated as information becomes better known.											
TOWN HALL											
Elevator							\$700,000				
Brick Work					\$350,000						
Roof Repair			\$350,000								
Tender Package Town Hall Restoration Projects		\$50,000									
Council Chamber Air/Heat Pump					\$15,000						
LIBRARY											
LUNENBURG ACADEMY											
Exterior Capital Repairs Phase II		\$1,500,000									
Work began in Oct.2019, project will continue and be completed in fiscal 2020/21. Budget \$1.5M balance not expended in 2019-20 will be carried forward to fiscal 2020-21.											
School Bell Restoration				\$30,000							
Hand Rail South Side of Academy			\$8,000								
Foundation, Brick & Drain Tile Repairs			\$200,000								
Landscaping/Public Washrooms/Parking				\$950,000							
ANNEX - 17 TANNERY ROAD											
Roof		\$10,000									
OLD FIRE HALL											
Windows/Doors			\$20,000	\$20,000	\$20,000						
Roof Trim			\$5,000								
ANGUS WALTERS HOUSE											
Capital Maintenance Repairs			\$13,500								
PUBLIC WASHROOM											
Replace Windows				\$20,000							
CN STATION											
Painting			\$7,500								
Capital Repairs - including Garage Door & Siding		\$15,000									
		\$1,525,000	\$304,000	\$1,370,000	\$385,000	\$0	\$700,000	\$0	\$0	\$0	\$0
EQUIPMENT											
TOWN HALL											
Council iPad or Alternative (funding will include both utilities)		\$10,000									
TRANSPORTATION SERVICES											
Parking Meters		\$15,000									
Parking Ticketer		\$15,000									
BUILDING INSPECTION											
Joint Building Inspection IT (Townsuite Mapping & Laser Fiche)		\$10,000									
ENVIRONMENTAL DEVELOPMENT											
Comprehensive Community Plan		\$229,300	Total budget \$229,300 approved as \$100,000 in 18-19 and \$129,300 in 19-20. Project to be finalized in Fall 2020.								
Planning & Mapping Software - deferred during 2018-19 Budget sessions until the completion of the CCP			\$27,500								
CCP Capital Project		\$10,000									
LIBRARY											
		\$259,300	\$27,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL		\$1,784,300	\$331,500	\$1,370,000	\$385,000	\$0	\$700,000	\$0	\$0	\$0	\$0

TOWN GENERAL

CAPITAL BUDGET DESCRIPTIONS

BUILDING & STRUCTURES

Lunenburg Academy

Exterior Capital Repairs Phase II

The Town began the Lunenburg Academy Restoration Project in September of 2017 and completed the North, West and South elevations in July of 2018. Phase II consisting of the East Elevation (Front) involves extensive restoration work on all aspects of the exterior of the Eastern Façade. The construction phase of this project began in October 2019 and will span two fiscal years with completion in fiscal 2020/21.

Annex

Roof

As outlined in the lease with NSCC, the Town will purchase the roofing material and NSCC will perform the work. This represents the Town's portion of the agreement.

CN Station

Capital Repairs

The building was damaged during snow removal operations during the 2018/19 winter. These are structural and siding repairs that need to be completed this year.

Equipment

Council iPad or Alternative

The current iPads used by Councillors are nearing eight years of age and require updating. With Municipal Elections in October 2020 seven new iPads, or an alternative, will be purchased and provided to Council members to carry out their Council work including the distribution of paperless agenda packages.

Parking Meters

The parking meters require head replacement due to increased use. This is a phased approach to replacement of the heads.

Parking Ticketer

The purchase of an automated ticketer device.

Building Inspection

The Towns of Lunenburg and Mahone Bay, Municipalities of the Districts of Lunenburg and Chester are proceeding with the implementation of a joint building inspection service. A shared mapping and document management program is necessary to integrate systems and achieve a common platform.

Environmental Development

Comprehensive Community Plan

This project is a comprehensive, community based approach to planning for our collective future (Project Lunenburg). Our holistic plan will envision what Lunenburg will look like 40 years, or more, from now. This comprehensive approach will enable the community to establish a vision for its future and implement projects to achieve this vision; help ensure that community projects and programs are thought through, make sense and are the best use of resources; and integrate and link all other plans the community has produced. Project Lunenburg will result in a Comprehensive Community Plan (CCP) and key supporting documents (a new Municipal Planning Strategy, Land Use By-law, and Subdivision By-law).

CCP Capital Project

Initial kick off project for the Comprehensive Community Plan, project unknown at this time.

FUTURE (2020/21 +) CAPITAL CONSIDERATIONS

Town Hall

Brick work

An assessment of Lunenburg Town Hall was completed a number of years ago determining that the entire envelope required attention. This work would entail repairing of flashings and windows, with the majority of the work being brickwork, either replacement of failed bricks or repointing, cleaning of bricks, repairing of granite sections, etc. This work is labour intensive, noisy and dusty and requires staging and enclosing of work area. The front and side facing the bandstand have been completed are the remainder of the building needs to be completed.

Lunenburg Academy

Foundation, Brick & Drain Tile Repairs

The Town has completed a Lot Development Plan for the exterior grounds surrounding the Academy. Prior to undertaking this work, staff are recommending that the building's foundation be flood-proofed complete with an investigation and appropriate repairs to the foundation's drainage tiles.

Environmental Development

Planning & Mapping Software

Project deferred until the completion of the CCP.

TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - PUBLIC WORKS

	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	
DESCRIPTION												
LAND												
BUILDINGS & STRUCTURES												
Victoria Road Bldg. - Overhead Door			\$4,800									
Victoria Road Bldg. - Paint Siding			\$20,000									
Victoria Road Bldg. - Re-Siding					\$100,000							
		\$0	\$24,800	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	
SEWERS/POLLUTION CONTROL												
Storm Line Tannery Road to Knickle Rd. (900 ft.)	2	\$245,000										
Storm Line Knickle to Victoria Rd PW to provide length of project and estimate cost for the video inspection			Cost for Camera inspection to be included in 21-22									
Mains - Broad-Falkland to McDonald									\$525,000			
Mains - Cumberland-Kempt to Blockhouse Hill					\$225,000							
Mains - Kempt-Lincoln to Lawrence				\$500,000								
Mains - Masons Beach (Topmast to 1000' West)								\$600,000				
Mains - McDonald-Green to Brook			\$300,000									
Mains - Montague-Rum Row to Shipyard							\$787,500					
Mains - Pelham-Kaulbach to Duke						\$412,500						
Maple - Dufferin to Sandy (Storm)			\$300,000									
Morash/Wolff Sewer Upgrades			\$135,000									
CSK-3, Churchill and Broad (Storm Diversion)			\$35,000									
CSK-4, Churchill and Dufferin (Storm Diversion)				\$70,000								
CSK-6, Falkland, Lincoln and Dufferin (Storm Diversion)					\$105,000							
Brook Street Storm/Sanitary separation infrastructure finalization	1	\$125,000	Dec.19/19 Council approval - funding deadline Mar.31/20, extension request									
CSK-05, Green St., Knickle Rd., Tannery Rd. (Storm Diversion) <i>pre-approved Feb.13, 2020</i>		\$60,000										
Upgrade Communication Systems to Pumping Stations	1	\$20,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000			
WWTP - Generator		\$20,000	\$380,000	<i>This was originally planned as study in 20/21 and installed in 21/22, will now be considered as part of the plant upgrades.</i>								
WWTP - Outfall Extension			\$3,000,000									
WWTP - Improve Treatment Process - Pre-design	1A	\$270,000	<i>Carry over from 2019-20 approved project.</i>									
WWTP-Additional UV Bank (Jan.15/19)			<i>Will now be considered as part of the plant upgrades.</i>									
WWTP -Voltage Reading Monitor at Pumping Station	1	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000				
WWTP-Upgrade Rails and Catwalks in Aeration Building	1	\$30,000										
WWTP-Replace Lines and Diffusers in Aeration Tanks	1	\$388,000	<i>Approved in 19/20. Work to span two fiscal years. Balance unexpended in 19/20 will be carried forward to 20/21</i>									
Lift Stations Capital Pump Repairs - pre-approved 20/21 & 21/22	1	\$55,000	\$45,000									
Check Valve Installation at WWTP	1	\$10,000										
Blower Replacements at WWTP (3)			\$280,000									
Raw Sludge Pumps (2)	1	\$50,000										
Flowmeter study and flow meter at WWTP	2	\$50,000										
Flowmeter install at each pump station			\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	
Backflow prevention study for Lift stations	1A	\$40,000										
Waste Water System Survey & GIS-Development (includes all underground infrastructure) <i>total project \$80,000, allocated as 50% Waste Water and 50% Water Utility</i>	1A	\$40,000										
Sanitary and Storm Master Plan			\$200,000									
WWTP Headworks Screen				\$600,000								
Flood Study <i>pre-approved Feb.13, 2020</i>		\$45,000										
Chemical feed pumps (2)			\$40,000									
WWTP - Roof Top Air Conditioner			\$15,000									
		\$1,395,000	\$4,389,000	\$1,209,000	\$369,000	\$451,500	\$826,500	\$639,000	\$557,000	\$20,000	\$20,000	



TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - PUBLIC WORKS

	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
RECREATIONAL INFRASTRUCTURE											
Streamed Waste Cans - 3		\$9,300									
Splash Pad (RFP by Town Staff, reviewed by a consulting engineer) carry over from 2019-20		\$20,000									
Splash Pad		\$200,000									
		\$209,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PUBLIC TRANSIT											
RENEWALS-SIDEWALKS/CURBS											
Tannery Road Seawall - increased 20/21 budget by \$20,000 to finalize project		\$70,000									
Duke - York to Lawrence (W)			\$15,000								
Pelham - Ship Yard Hill to Town Limits (S)				\$90,000							
Townsend - Cornwallis to Kaulbach (S)										\$20,000	
		\$70,000	\$15,000	\$90,000	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0
NEW SIDEWALKS/CURBING											
Centennial - Harbourview to S-Turn (E)				\$20,000							
Centennial - Victoria to Wolff (E)				\$25,000							
Centennial - Wolff to Harbourview (E)				\$42,000							
Cumberland - Cornwallis to Duke (S)						\$31,000					
Dufferin - Churchill to High (W)			\$150,000								
Duke - Montague to Pelham (W)										\$11,000	
Kaulbach - Pelham to Lincoln (E)					\$10,000						
King - Townsend to Creighton (E)						\$55,000					
Lawrence - Duke to King (N)							\$25,000				
Lincoln - Daycare Entrance to Linden (S)										\$80,000	
Lincoln - Hill to Blockhouse Hill Road (N)					\$25,000						
Linden - Lincoln to Bluenose (W)					\$55,000						
Maple - Churchill to Sandy Hollow (E)								\$275,000			
Medway - Linden to Young (N)						\$40,000					
Montague - Cornwallis to Duke (N)			\$13,000								
Montague - Duke to King (N)			\$17,000								
Pelham - Kaulbach to Cornwallis (N)			\$25,000								
Pelham - Knaut Rhuland House to Prince (N)			\$15,000								
Pelham - Lincoln to Kaulbach (N)					\$16,000						
Prince - Fox to Lawrence (E)					\$25,000						
Prince - Pelham to Lincoln (W)			\$11,000								
Rum Row - Bluenose to Montague (E)						\$5,000					
Tannery Road-Knickle to 97 Tannery Road (East), Land purchases, sidewalk construction including planning/design, tree removal and power/communication line relocations		\$288,000	Project update TBA								
Stairs - Kaulbach St - Pelham to Montague					\$50,000						
Victoria Road - Centennial to James (N/S)							\$50,000				
Bluenose Drive to Hopson			\$17,300								
		\$288,000	\$248,300	\$87,000	\$181,000	\$131,000	\$75,000	\$275,000	\$0	\$91,000	\$0
PAVEMENT RENEWALS (OVERLAY)											
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - PUBLIC WORKS

DESCRIPTION	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
<u>STREET RECONSTRUCTION</u>											
Duke - Lincoln to Townsend		\$120,000									
Prince-Cumberland to Fox			\$120,000								
Falkland/Dufferin/Lincoln/Stn Lane							\$320,000				
Kempt - Lincoln to Lawrence (WM)				\$185,000							
Kempt - Montague to Pelham (WM)				\$50,000							
Lawrence - Duke to King			\$135,000								
Lawrence - Prince to King			\$133,000								
McDonald - Brook to Green (WM)			\$135,000								
Masons Beach Rd - Topmast to Town Limits (WM)					\$30,000						
Montague - Rum Row to Shipyard (WM)					\$450,000						
York - Prince to Hopson				\$127,000							
		\$0	\$523,000	\$362,000	\$480,000	\$0	\$320,000	\$0	\$0	\$0	\$0
<u>CHIPSEALING</u>											
Hill - Lincoln to Pelham				\$7,000							
Kempt - Lincoln to Cumberland				\$13,000							
Kempt - Montague to Pelham				\$10,000							
Kempt - York to Lawrence				\$7,000							
Kissing Bridge (Cemetery Hill)		\$60,000									
Lane across from Bowling Alley				\$15,000							
Sandy Hollow Rd.					\$40,000						
Tupper - Brook to Broad			\$17,000								
Tupper - Green to Brook			\$17,000								
		\$0	\$34,000	\$52,000	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0
<u>EQUIPMENT</u>											
Please refer to separate PW Equipment Schedule on the following page											
		\$0	\$548,000	\$251,700	\$0	\$32,500	\$0	\$130,000	\$150,000	\$0	\$0
TOTAL		\$1,962,300	\$5,782,100	\$2,051,700	\$1,170,000	\$615,000	\$1,221,500	\$1,044,000	\$707,000	\$131,000	\$20,000

TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - PUBLIC WORKS

	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
DESCRIPTION											
EQUIPMENT											
Chev Truck (93) & Plow <i>Condition: Tender awarded Nov.12/19 for replacement with a 2019 International, cost of \$187,200, delivery is anticipated April 2020. Once rec'd and in service the '93 Chev will be sold following our Surplus Equipment Disposal policy. Proceeds from sale will be added to the Public Works Equip. Capital Reserve Fund for future capital needs.</i>											
Chev Truck (02) - Salt + Plow <i>Condition: Repair costs in fiscal 19-20 to Dec.31 = \$14,700 for Parts & External Repairs, \$2,000 for PW Maintenance Labour, new parts are not easy to source. PW is recommending replacement next year. PW recommendation is that the Town adopt a policy that all trucks should be replaced every ten years.</i>			\$189,000								
International Truck (09) + Plow <i>Condition: During Fiscal 17/18 and 18/19 repair costs \$37,600 for Parts & External Repairs, \$9,400 for PW Maintenance Labour. PW recommendation is that the Town adopt a policy that all trucks should be replaced every ten years.</i>				\$189,000							
2002 F150 1/2 Ton <i>Currently needs a new box, however this is the oldest truck in the small vehicle fleet and due to its age and condition recommend disposal in 20/21.</i>		\$15,000									
2011 F250 3/4 Ton <i>Inspected until April 2021, PW to evaluate during inspection process regarding replacement.</i>											
Truck for Facilities Maintenance <i>Supervisors are frequently without vehicles as priority is given to the crews and the plants. There is an allowance for personal vehicle use, however this appears to have been established for occasional use, not daily use so therefore is inadequate for the purpose. The supervisors require vehicles daily to do their jobs properly. Recommend re-allocation of 2008 Van to Facilities Superintendent and to be shared with Recreation Dept.</i>											

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TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - PUBLIC WORKS

	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
DESCRIPTION											
2008 Van - Water Utility <i>Current inspection expires (Sept 30, 2020) Recreation department uses van in the summer months for playground checks and maintenance, trail checks and maintenance, setting up and taking down for special events, carrying tools/supplies to and from work sites, miscellaneous tasks that require a vehicle and unable to fit in a car (i.e. moving large boxes), etc. PW recommends disposal when next additional inspection expires in Sept. 2022. Until that time recommend re-allocation of 2008 Van to Facilities Superintendent and to be shared with Recreation Dept.</i>											
2005 Chev 1/2 Ton - Water Utility <i>Has just been repaired by PW, inspection renewal required in Dec 2020. Recommend re-allocation of this vehicle to the WWTP Plant for Operator Maintenance Activities and the installation of the lift gate/backrack from the 2002 Ford to this vehicle.</i>											
2009 Dodge 1/2 Ton - previously Electric Utility <i>Condition: On June 1, 2018 became surplus in Electric Utility and was repurposed to PW. In Dec.2019 the rear axel failed and has been out of service since. PW recommendation is to dispose of and replace vehicle. Replacement vehicle included in Water Utility Capital Budget.</i>											
Dresser Loader (86) <i>PW recommends this should be taken off the road because it is 33 years old and very inefficient for operations and very hard to find replacement parts. Recommend replacement in 21/22 and sold as surplus, estimated surplus value \$12,000-\$15,000. PW recommends purchasing a 2-3 year old Wheel Loader and/or taking advantage of awarded provincial tender already in place with Cat to save cost</i>			\$350,000								
CAT Backhoe (17) <i>Condition: Purchased in 17-18 at cost of \$146,800, estimated life 10 years</i>								\$150,000			
Snow Blower attachment for Backhoe (Streets) <i>PW recommendation is that this piece of equipment is not needed and should be removed from the capital budget.</i>								\$100,000			

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TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - PUBLIC WORKS

	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
DESCRIPTION											
Snow Push Blade for Backhoe <i>This would allow our backhoe to be much more efficient in snow clearing operations.</i>		\$13,800									
Backhoe (97) – Cemetery <i>Condition: Poor, necessary piece of equipment for cemetery operations. On average there are 35 burials per year.</i>		\$60,000									
John Deere Tractor (05) - Cemetery <i>If contracted mowing is to remain in place for the Cemetery then this piece of equipment may become surplus.</i>				\$25,000							
Leaf Loader (94) <i>Good condition</i>						\$25,000					
Trackless Sidewalk Plow <i>Condition: Purchased in 16-17 at cost of \$125,900, estimated end of life 9 years left.</i>								\$130,000			
Salt Spreader Plow blade <i>This is a blade for the trackless, it needs replacement. The one currently in use is 21 years old and from the old trackless. Cost for replacement TBA.</i>			TBA								
Salt Spreader Trackless (90) <i>Condition: poor condition, requires frequent maintenance, currently at end of life and should be replaced in 20/21, cost TBA.</i>			TBA			\$7,500					
Trackless Snow Blower (sidewalks) <i>New gearbox installed, should be good for some time.</i>				\$10,000							
Diesel Plate Tamper <i>Condition: Purchased in 18-19 at cost of \$15,600, estimated life 20 years.</i>											
Asphalt Roller (ride-on) <i>Condition: New purchased in 19/20 at cost of \$40,300, estimated life 20 years.</i>											

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TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - PUBLIC WORKS

	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
DESCRIPTION											
Power Concrete Screed		\$3,200									
<i>Required for any concrete work, sidewalks and slabs</i>											
Concrete Mixer (85)			\$3,000								
Portable Generator (92)			\$3,000								
Rods for the Rod Turning Machine (89)			\$3,000								
Sewer Camera											
<i>Condition: New purchased in 19/20 at cost of \$9,700, current estimated useful life span, unknown.</i>											
Welder				\$2,700							
Wood Chipper				\$25,000							
		\$0	\$548,000	\$251,700	\$0	\$32,500	\$0	\$130,000	\$150,000	\$0	\$0
<u>Please Note Recreation Equipment</u>											
Lawn Tractor (07)											
<i>Condition: The tractor itself is in reasonability good shape. The implements are beginning to age but has a few years life expectancy left. The tires have been causing a bit of an issue, which may need addressing sooner than replacing the entire machine. Used for: mowing grass, general landscaping, playground maintenance, trail maintenance, snow plowing, seeding and fertilizing soccer/baseball field, pulls trailer, heavy drag on baseball field/track, etc. Trailer (wooden) – been refurbished several times. Only used in Community Centre parking lot. May need to be looked at upgrading to new trailer in the near future. Used for: moving tables and chairs from Community Centre to Arena for special events and rentals, transporting items, carries tools to work sites, etc. Scheduled for replacement in 22/23 for \$14,000 as noted on the recreation capital budget.</i>											

TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - PUBLIC WORKS

	Priority										
DESCRIPTION		20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
Ride-On-Mower (12)											
<p><i>Condition: the rear transmission is leaking oil profusely. Recreation and Public Works staff have both assessed the mower and tried to fix the leaks with minimal luck. Used for: cutting grass on soccer field, baseball field, Academy, Victoria Road park, around skateboard park, pulls trailer, drags baseball field/track, trail maintenance, etc. Currently at end of life. Scheduled for replacement in 20/21 for \$25,000 as noted on the recreation capital budget.</i></p>											

PUBLIC WORKS DEPARTMENT
CAPITAL BUDGET DESCRIPTIONS

Sewers/Pollution Control

Storm Line Tannery Road to Knickle Rd. (900ft.)

This project will replace badly corroded 48 inch corrugated steel pipe. In fiscal 2018/19, 200 feet that had failed was replaced. *The remaining 900 feet were deferred in 2019-20 due to budget constraints.*

Brook Street Storm/Sanitary separation infrastructure finalization

Final phase of the Brook Street Storm and Sanitary Sewer Upgrades as per the Dec.19, 2019 Council motion. Funding from CWWF expires March 31, 2020 and staff are currently seeking extension approval.

Stormwater management – Green, Knickle, Tannery pre-approved Feb. 13, 2020

Replace and relocate two catch basins at the intersection of Tannery Road and Knickle Road and connect the leads to the existing storm system on Kinckle Road. This work could also include rerouting two catch basin leads which service half of the driveway loop to Civic 17 Green Street.

Upgrade Communication Systems to Pumping Stations

Replace remote Lift Station PLCs/radios at end of design life, including in Year 1: Communications Path study by KRC Controls, new WWTP PLC to receive SCADA data, and replace Brook St Lift Station PLC and radio with new, budget cost \$20,000. Year 2 through 8, replace one Lift Station PLC and radio each year from largest to smallest remote station, budget is an approximate cost of \$12,000 each year. This will improve data collection, giving the operators much more accurate, timely, and reliable data from the lift stations, and make troubleshooting easier.

Waste Water Treatment Plant-Improve Treatment Process Pre-Design \$270,000

Funding has been received under the PCAP program for the pre-design of changes at the WWTP.

Waste Water Treatment Plant - Voltage Reading Monitor at each pumping station

This equipment will allow for staff, who do site visits to each pumping station, to monitor voltage at each station to ensure staff safety and prevent equipment damage. Year 2 of 8.

Waste Water Treatment Plant – Upgrade Rails and Catwalks in Aeration Building

This is to be the final year of this project, which has been phased over the last few years. Work will replacement and upgrade of the corroded rails and catwalks in the Aeration building for safety purposes. A structural engineer is being engaged to assess the under laying structure of the rails and catwalks. The results of this assessment could impact the budget amount for 2020/21. The results of this assessment will be shared as they become available.

Waste Water Treatment Plant - Replace Lines and Diffuser in Aeration Tanks

This is a pre-approved project. Engineering work began in fall 2019 and equipment has been tendered for manufacture. Installation will occur in spring 2020. This project restore the aeration process back to its original treatment capabilities and will improve effluent quality.

Lift Station Capital Pump Repairs – pre-approved Dec.10, 2019

Estimated capital repair cost of the pumps in the lift stations: \$55,000 including net HST.

Check Valve Installation at WWTP

Purchase and install check valve on WWTP emergency overflow pipe. Due to climate change, the WWTP is vulnerable to water coming into the Effluent Lift Station through this pipe. The check valve will protect WWTP equipment during small-magnitude flooding events and prevent unnecessary pumping.

Raw Sludge Pumps (2)

Replace two Raw Sludge pumps, at end of design life, with new split-stator pump bodies (motors replaced in fall 2019), as well as gauges, to improve pumping efficiency and reduce maintenance time and expense. Planned replacement is necessary to avoid urgent replacement upon failure, as well as give the flexibility to carry out DAF optimization recommendations following operational review.

Flowmeter study and flow meter at WWTP

Install flow meters at the WWTP and at each lift station, including in Year 1: Study to identify feasible options for each lift station, as well as design, and installation for WWTP influent flow meter, budget cost \$50K.

Year 2 through 10, install one Lift Station flow meter each year from largest to smallest station, budget cost \$20K each year. Regulators require measurements of all flows coming into a WWTP. This will improve flow data for troubleshooting and design.

Backflow prevention study for Lift stations

Carry out Field Study of the existence, condition and performance of the back-flow prevention valves at each lift station to tell if and how seawater is getting in to each of them and determine how it can be excluded. Seawater is suspected to get into several of the lift stations through the emergency overflow structures. This requires extra pumping and causes odours and corrosion in the collection system and WWTP. There will be implementation steps that will be determined from this study, currently as they are unknown there hasn't been any future capital budgets incorporated for same at this time.

Waste Water System Survey & GIS Development (includes all underground infrastructure)

Provide a Survey to locate all water/stormwater/wastewater assets including pipes, manholes and lift stations (where, how deep, photos where visible) to fill in gaps in Town records. All survey records will be added to Geographic Information System (GIS) for electronic storage and accessibility. Funding may be accessed for this work. The GIS records are the basis for Asset Management Planning to allow proactive maintenance, including a Master Plan for Wastewater/Stormwater.

Flood Study pre-approved Feb. 13, 2020

To create a dynamic flood model for the entire town which could then be used for future work in all areas of the town and could also be enhanced to support public education, emergency measures preparedness etc. The visual impact is also a valuable feature. This would require similar engineering inputs for coastline modeling etc, but once established the model would then be a tool for use in the future. The model would be set up to provide specified outputs for use in the engineering design work for the WWTP.

Recreation Infrastructure

Streamed Waste Stations – 3

Have applied for funding from Region 6 for 50% cost sharing of three new streamed waste stations this year.

Splash Pad (RFP by Town Staff, reviewed by a consulting engineer) carry-over from 2019-20

“Request for Proposal” procurement, using the Lunenburg War Memorial Community Centre grounds as the location of the splash pad. Town staff to write a RFP including all functional aspects that will be additionally reviewed by a consulting engineer for technical aspects of the project.

Splash Pad

A splash pad is a dynamic, zero-depth aquatic play area (no accumulation of water) that combines flowing, misting, spraying and jetting. Splash pads have, in recent years, become increasingly popular family recreation destinations in towns and cities of all sizes. While not meant to be a replacement to outdoor pools, they offer a fun water experience and with little to no standing water and non-slip surfaces, they make for a safe environment to play in. They are scalable, allowing them to meet wide-ranging levels of service and budget. The jets and sprays offer an endless combination of choreographed movements and intensity of water spray.

Construction to take place in 2020/21 pending funding from the Lunenburg Community Development Group.

Renewals-Sidewalks/Curbs

Tannery Road Seawall

The existing timber cribs which support the shoulder of Tannery Road are in very poor condition. These need to be removed and replaced with granite rock. The budget for 2020/21 is proposed to finalize this project.

New Sidewalks/Curbing

Tannery Road - Knickle to 97 Tannery Road (E)

Project update - TBA

Street Reconstruction

Duke-Lincoln to Townsend

The existing street is in poor condition and requires reconstruction.

Chipsealing

Kissing Bridge Road (Cemetery Hill)

The existing street is in poor condition and needs to be resealed to prevent further deterioration of the street surface.

**At the February 13, 2020 Council meeting the following motion was approved:
*Moved and seconded that staff investigate the cost efficiency of paving vs. chipsealing on Kissing Bridge Road. Motion carried.***

The current estimated cost of chipsealing is \$14.50/m². The estimated cost of chipsealing in 2030 is \$43.50/m². The total estimated cost for a 20 year period is \$58.00/m² or 60% of the cost of street reconstruction.

The estimated cost of Street Reconstruction is \$97.50/m² in 2020.

Includes:

- Excavation for new gravels
- Supply and place 12" of Type 2 gravels
- Supply and place 6" of Type 1 gravels
- Supply and place 3" of asphalt

Chipsealing generally has to be completed every 10 years, while street reconstruction which provides for an improved road bed generally needs to be completed every 20 to 25 years.

Actual pricing for both chipsealing and street reconstruction depends on tender responses.

Equipment

Replacement ½ Ton Truck

The current 2002 F150 ½ Ton currently requires a new box, however this is the oldest truck in the small vehicle fleet and due to its age and conditions it is recommended for replacement in 2020/2021.

Snow Push Blade for Backhoe

This push blade would allow for much more efficient snow clearing operations.

Backhoe for Cemetery

The current backhoe, utilized primarily for burials, is 21 years old and requires ongoing repairs at significant cost.

Power Concrete Screed

This equipment is necessary to level concrete for sidewalk work.

Future Capital (2020/21+) Requirements

Building & Structures

Overhead Door – Victoria Road Building

The wooden door on the west side of the blue building is in poor condition and should be replaced with an overhead door.

Sewer/Pollution Control

Blower Replacements at WWTP (3)

Replace three WWTP blowers, nearing end of design life, with new blowers, as well as valves/gauges, to improve aeration efficiency and reduce maintenance time and expense. Spare parts no longer available. Cannot be phased, due to access limitations. Blowers provide air to bioreactor tanks and are critical to WWTP performance.

Sanitary and Storm Master Plan

Produce a Wastewater/Stormwater Master Plan to provide a 20-year Plan of prioritized upgrades to the wastewater and stormwater collection system. This includes developing a computer model of the Town's collection system, then measuring actual flows in key places to calibrate the model. The calibrated model will be used to test where the Town's system is not working as intended, and where sewer separation, repairs or replacement are most effective to prevent community flooding and remove stormwater from the sanitary system. The prioritized 20-year Master Plan will identify projects to fix the issues found, but will not include design of the fixes.

WWTP Headworks Screen

Replace one Headworks Screen and one Compactor, nearing end of design life, with new punched plate Screen, and new Compactor, to significantly improve screening performance, reduce excessively high maintenance time, protect equipment in WWTP and reduce safety risks from confined space entries in headworks. This item may be included in WWTP upgrade.

Renewals-Sidewalks/Curbs

Pelham – Ship Yard Hill to Town Limits (S)

These sidewalks are in poor condition and should be replaced.

TOWN OF LUNENBURG 10 + YEAR CAPITAL BUDGET - FIRE DEPARTMENT

DESCRIPTION	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	34/35
FIRE FLEET															
Aerial Ladder Truck (15) #1															\$2,078,900
Freightliner Pumper (98) #2															replacement in 2041
Pierce Pumper (10) #3										\$1,197,200					
Freightliner Rescue (02) #4 - order in 21/22 for delivery in 22/23 - requires pre-approval in fiscal 21/22 to proceed with order			\$694,600												
GMC Tanker (00) #5															
GMC Tanker (02) #6 **					\$638,200										
Ford Utility (99) #7 ***				\$110,300											
Rescue Boat & Trailer (12) #8								\$193,900							
Antique - Dodge Hose (33)															
Antique - LaFrance Pumper (29)															
Combined Replacement of #2 - pre-approved item, has been order for delivery in 2020/21. Jun.25/19 Council approval	\$755,100														
TOTAL FIRE FLEET	\$755,100	\$0	\$694,600	\$110,300	\$638,200	\$0	\$0	\$193,900	\$0	\$1,197,200	\$0	\$0	\$0	\$0	\$2,078,900
OTHER FIRE EQUIPMENT															
Turn Out Gear										\$150,000					
21 Breathing Packs				\$170,170											
Turnout Gear Washer *** requesting pre-approval April 28, 2020	\$5,400														
Turnout Gear Dryer ***	\$9,700														
Floor Scrubber	\$5,100														
Aluminum Garbage Bin	\$3,800														
Auditorium/Clubroom/Office Floor Replacement		\$53,200													
Apparatus Bay Floor Replacement						\$90,100									
Vehicle Exhaust Extration System		\$100,000													
TOTAL OTHER FIRE EQUIPMENT	\$24,000	\$153,200	\$0	\$170,170	\$0	\$90,100	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0
TOTAL FIRE CAPITAL BUDGET	\$779,100	\$153,200	\$694,600	\$280,470	\$638,200	\$90,100	\$0	\$193,900	\$0	\$1,347,200	\$0	\$0	\$0	\$0	\$2,078,900
**District1&2 Funded															
***Fire Dept Funded															

DRAFT

FIRE DEPARTMENT CAPITAL BUDGET NOTES

Truck Replacements

According to the Truck Replacement Study we commissioned, our vehicles should be replaced every 20 years with the exception of our small vehicles which would require more frequent replacement.

Long Term Capital Replacement Plan

Schedule for long-term replacements is included in the budget document.

#1 Aerial

This vehicle was replaced in 2015/16.

#2 Pumper / Tanker

This vehicle was expected to be replaced in 2018/19. However, this replacement is going to be combined with the #5 Tanker which was ordered in 2019/20 and will be delivered in fiscal 2020/21.

#3 Pumper (10)

This vehicle was replaced 2010/11, next replacement 2029/30.

#4 Heavy Rescue (02)

This vehicle is scheduled for replacement in 2022/23, requires pre-approval in fiscal 2021/22 to proceed with order.

#5 Tanker (00)

This vehicle will be replaced with #2 pumper/tanker.

#6 Tanker (02)

This vehicle is expected to be replaced in 2024/25.

#7 Utility (99)

This vehicle is expected to be replaced by LDFD in 2023/24.

#8 Boat (12)

This unit is expected to be replaced in 2027/28.

Other Fire Equipment

Turn Out Gear Washer/Dryer

The purchase of the washer and dryer will be made by the Fire Department to allow for on site washing and drying of the Turn Out Gear.

Floor Scrubber

The floor scrubber would be utilized to clean floors in the apparatus bay as well as the rest of the fire station by the use of different grade scrubbing pads. This device would greatly reduce the time required to currently clean the apparatus bay at the station using the hose/pressure washer/squeegee method currently used. It would also make for cleaning and drying the tiled floors in the rest of the station less time consuming.

Aluminum Garbage Bin

The wooden garbage bin on the Foundry side of the Fire Station requires replacement. Vermin have gained access to the current garbage bin by chewing through the wooden frame. The vermin are using the garbage in the bin as a food source and have a nest under the garbage bin. A neighboring business had their garbage collection refused due to the infestation of vermin until they had a purpose built metal garbage bin constructed. Shortly after this new bin was installed at the neighboring business, it was noted that the garbage at the Fire Station was subjected to a much higher vermin infiltration. The presence of vermin in and around our current garbage bin is a health and safety issue. By replacing the wooden garbage bin with a metal bin, access by chewing through the garbage bin would be denied. Staff are recommending a garbage bin be constructed rather than rented from a garbage collection company. By having a bin constructed, the cost for building versus renting would be covered over a period between 2 to 3 years. By having a metal garbage bin located at the Fire Station, this would counter the current vermin issue that is being dealt with and the garbage collection company will supply locks to keep lids secure which will stop the drop off cycle of garbage from persons outside of the Fire Department who use the current bins to drop off their personal garbage.

Future Capital

Turn Out Gear

35 sets of Turnout Gear, which consisted of helmets, gloves, boots, pants and jackets were replaced in 2019/20. The next scheduled replacement date is 2029/30.

Fire Service Breathing Air Packs (2022/23)

Firefighting Breathing air packs are to be replaced every 10 years according to NFPA 1953.

TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - RECREATION DEPARTMENT

	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
DESCRIPTION											
BUILDING & STRUCTURES											
ARENA											
Chiller				Chiller - 20 years (2045)							
Bathroom Renovations				\$25,000							
Siding - Arena				\$75,000							
Roof Exhaust Replacements	1	\$10,000									
COMMUNITY CENTRE											
Window Replacement/Repair					\$35,000						
Siding - CC						\$100,000					
Bathroom Renovations											
Gym Floor Refinish - was deferred in 19/20 due to Arena brine repairs	3	\$30,000									
Tarps				Tarps - 10 years (2026)							
		\$10,000	\$0	\$100,000	\$35,000	\$100,000	\$0	\$0	\$0	\$0	\$0
GROUNDS/FIELDS											
Baseball Field Fence											
Drywell Baseball Field (3rd Base & Home Plate)											
Skate Park			\$40,000								
		\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PARKING LOT											
Parking Lot Improvements				\$100,000							
		\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FURNITURE AND EQUIPMENT											
Compressor Overhaul - Arena (every 5 years)					\$15,000						
Ice Resurfacer (89)	1	\$125,000									
Lawn Tractor (07)				\$14,000							
Ride-on Mower (12)	2	\$25,000									
		\$150,000	\$0	\$14,000	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0
PARKS /PLAYGROUNDS											
Back Harbour Trail - Kinley Drive Access				\$18,000							
		\$0	\$0	\$18,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS		\$160,000	\$40,000	\$232,000	\$50,000	\$100,000	\$0	\$0	\$0	\$0	\$0
Please note - Bike Report has not been incorporated into the capital budget											

LUNENBURG WAR MEMORIAL COMMUNITY CENTRE COMMITTEE

CAPITAL EXPENDITURES DESCRIPTIONS

Building & Structures

Arena

Roof Exhaust Replacements (2020/21)

The three roof exhaust fans are currently not operational and are over 35 years old. New roof exhausts are necessary to improve ventilation in the building.

Community Centre

Gym Floor Refinish (2020/21)

The gymnasium floor was last refinished 15 years ago in 2005, it was buffered, repainted and recoated. The floor needs to be refinished again.

Furniture and Equipment

Ice Resurfacers (89) (2020/21)

The existing ice resurfacers are 1989 Olympia. It has given us good service over the past thirty one years but we have had issues over that time with the transmission, the hydraulic system, the starter motor (replaced four times), and the fuel carburetion system. The conditioner, the blade and auger system mounted at the rear of the machine, have also been replaced. We are fortunate that our staff are well versed in mechanical repairs plus we have had the benefit of hydraulic/automotive technicians in the local area to call upon when the problem is beyond the scope of our own staff. We are reaching the point where the condition of the machine makes repairs very challenging.

At the Council meeting held on January 28, 2020 Council passed a motion to pre-approve a propane ice resurfacers purchase in the fiscal year 2020/2021 estimated to be approximately \$125,000.

Ride-on Lawn Mower (2020/21)

A commercial grade mower is required to maintain our soccer field, the ball diamond outfield and track perimeter, the grounds around the Victoria Road playground and tennis courts, and the edging along the Back Harbour Trail. Our current mower was acquired in 2012 and to maintain efficient service replacement is suggested in 2020/21.

Future Capital Considerations

Arena

Bathroom Renovations (2022/23)

To update the painting, flooring, toilets, sinks and countertops, where required.

Siding (2022/23)

The siding is in poor condition and requires replacement

Community Centre

Window Replacement Repair (2023/24)

There are four locations where the windows are needing to be replaced due to deterioration. The areas have been prioritized based on current condition. The fitness studio and meeting room on the second floor are budgeted for the 2023/24 year due to water damage that is currently an issue from external leakage coming into the building. The kitchen windows and recreation office are also in need of replacing; however, the priority is required for upstairs windows.

Siding (2024/25)

The siding is in poor condition and requires replacement.

Parking Lot Improvements (2022/23)

The Community Centre parking lot is a well-used and critical parking space for the Town of Lunenburg. This parking lot requires large areas of patch work to keep it in good shape and prevent further deterioration.

Furniture and Equipment

Compressor Overhaul (2023/24)

As the arena operates with just one compressor, it is critical that it be maintained on a regular basis to minimize the likelihood of a breakdown during the ice season. One important component of the maintenance routine is a complete overhaul carried out by a refrigeration technician every five years. This task normally takes about five days and done during the summer months.

Ride-on Lawn Tractor (2022/23)

A commercial grade mower is required to maintain our soccer field, the ball diamond outfield and track perimeter, the grounds around the Victoria Road playground and tennis courts, and the edging along the Back Harbour Trail.

Parks/Playgrounds

Skate Park (2021/22)

For a concrete new half pipe, estimated cost of \$40,000 for a 40 ft wide mini ramp with similar dimensions of the current setup. Currently a community group is actively fundraising, if their efforts warrant this project may be brought forward sooner for Council's approval.

Back Harbour Trail access from Kinley Drive (2022/23)

The Active Transportation Committee is recommending the creation of a new access point to the Back Harbour Trail from the base of Kinley Drive. A large apartment complex is situated close to this location and a lot of seniors reside in this neighbourhood. Therefore, having a safe, easily negotiated access point to the trail will encourage greater use by residents in this area. They are seeking a safe route to travel and walk for leisure or to provide access to the downtown and shopping area without having to deal with steep hills and vehicular traffic.

TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - WATER UTILITY											
DESCRIPTION	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
LAND PURCHASE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GENERAL											
New Services	1	\$7,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Replacement Hydrants	1	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Replacement Meters	1	\$5,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
		\$22,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
DISTRIBUTION MAINS											
Water System Survey & GIS Development (includes all underground infrastructure)		\$40,000									
Broad-Falkland to MacDonald									\$420,000		
Cumberland-Kempt to Blockhouse Hill					\$180,000						
Kaulbach-Bluenose to Lawrence											
McDonald-Green to Brook			\$255,000								
Kempt-Lincoln to Lawrence				\$400,000							
Kempt-Lincoln to Lawrence (design & tender documents)			\$50,000								
Masons Beach (Topmast to 1000' west)								\$480,000			
Montague-Rum Row to Shipyard							\$630,000				
Pelham-Kaulbach to Duke						\$330,000					
		\$40,000	\$305,000	\$400,000	\$180,000	\$330,000	\$630,000	\$480,000	\$420,000	\$0	\$0
BUILDING IMPROVEMENTS											
Chlorinator	1	\$70,000									
Road Improvement -Intake House <i>pre-approved April 14, 2020</i>	1	\$10,000									
Pump House - Dares Lake-Interior Steel Repair/Gutters <i>pre-approved April 14, 2020</i>	1	\$4,000	\$18,000								
WTP -Paint and Reseal 2 Roof Vents	1	\$5,000									
Dam Safety Inspection	1	\$12,000							\$12,000		
Geotechnical Investigation (Dam/Spillway)		\$15,000									
Downstream channel assessment, hydrologic/hydraulic modelling, field surveys		\$17,500									
Design of Dam and downstream channel rehabilitation, approvals		\$30,000									
Repair Spillway Dares Lake	1	\$150,000	\$275,000								
		\$151,500	\$293,000	\$0	\$0	\$0	\$0	\$0	\$12,000	\$0	\$0
FURNITURE AND EQUIPMENT											
Chlorine Detectors				\$6,000							
Diesel Fuel Tank											
Half Ton Trucks (2) - used	1	\$25,000									
Membrane Replacement			\$154,300	\$154,300							
Pump #1 (small)			\$10,000								
Pump #2 (medium)				\$12,000							
Pump #3 (large)					\$14,000						
Pneumatic Cleaning System on Intake Screen				\$35,000							
		\$25,000	\$164,300	\$207,300	\$14,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS		\$238,500	\$792,300	\$637,300	\$224,000	\$360,000	\$660,000	\$510,000	\$462,000	\$30,000	\$30,000

WATER UTILITY

CAPITAL BUDGET DESCRIPTIONS

General

New Services

If a new water service is required, the cost of the service installation is allocated to this account. This item is placed in the budget yearly in the event that a new installation is required.

Hydrants

New hydrants are installed as required and funds placed in the budget yearly in the event a new hydrant is required.

Meters

If a new water meter is required, the cost of the meter is allocated to this account. This item is placed in the budget yearly in the event that a new meter is required for a new water service. Also, meters can slow down or stop working. This is identified during the billing cycle when consumption variances are monitored.

Building/Infrastructure Improvements

Chlorinator

This project will disconnect pressurized lines that are no longer required for transmission from the main water transmission line. This project will eliminate the possibility of a major leak from the water system.

Road Improvement to Intake House Road *Pre-approved April 14, 2020*

Improvements are required to the access road to the Water Intake House. These repairs will include a new cross culvert and ditching on both sides of the road. The work will be done by PW forces and is high on their priority list. The purpose of the work is to prevent water ingress into the pump house.

Pump House Dares Lake-Steel Beam Repair and Gutter Installation

Pre-approved April 14, 2020

The steel columns at the pump house require repairs due to water infiltration, this project will make the building water tight. There will also be gutters installed on this building in order to direct water disbursement. This project and the Road Improvement project are related, PW to complete the road work first to get water diverted and then fix the building.

Water Treatment Plant

The air intakes at the Water Treatment Plant require painting and flashing repairs.

Dam and Spillway

Staff are seeking pre-approval of the following projects for investigations, survey, modelling design, construction and administration as part of the 2020/21 and 2021/22 budgets.

2020

Geotechnical Investigation - \$15,000

Downstream channel assessment, hydrologic/hydraulic modelling, field surveys - \$17,500

Design of Dam and downstream channel rehabilitation, approvals - \$30,000

2021

Repairs to Dam and Spillway - \$250,000

Construction Administration - \$25,000

Project timeline:

2020

February 13th – Council pre-approves project to move forward.

February to June – Design development, geotechnical investigation, survey, detailed hydrologic modelling.

June to July – Consult with NSE to confirm requirements for future water withdrawal permit, construction permit, and flora and fauna assessments.

July to September - Modelling and document preparation for water withdrawal permit.

August to October – Detailed design for spillway, dam, downstream channel, site grading at pumphouse, tender documentation preparation with Class A estimate.

November to December – Issue for tender, review submissions, make recommendation

2021

January - Award construction project, execute contract with contractor

March to October – site preparation, contract mobilization, materials stockpile, complete in channel works, complete dam works, downstream channel improvements

June to October – complete water withdrawal documentation, consolidate, submit application, obtain permit

November– Town receives dam, operates and monitors

Furniture and Equipment

Half Ton Truck

This will replace the Chev 2005 Truck which is utilized by department staff.

Future Capital

Distribution Mains

Kempt – Lincoln to Lawrence (design & tender documents)

The 6 inch waterline that services Kempt Street is an old cast iron line that has had issues in the past and should be replaced

TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - ELECTRIC UTILITY										
DESCRIPTION	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
BUILDING & STRUCTURES										
Capacitor Bank at Substation or Distribution	\$480,000	Carry forward project from 2019-20								
	\$480,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UTILITY LINE WORK										
Meters	\$15,000	Need to determine if utility is going to move to smart meter technology.								
Overhead Conductors	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000
Poles & Fixtures	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Services	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Street Lighting	\$30,000	Street Light conversion plan to LEDs required.								
Transformers - Line	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
	\$315,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000
FURNITURE AND EQUIPMENT										
Network Printer/Copier - Town Hall (Council)		\$12,000								
Network Printer/Copier - Town Hall (Finance)		\$10,000								
Phone System					\$14,000					
Town Network Computer Server			\$14,000				\$14,000			
	\$0	\$22,000	\$14,000	\$0	\$14,000	\$0	\$14,000	\$0	\$0	\$0
TOTALS	\$795,000	\$292,000	\$284,000	\$270,000	\$284,000	\$270,000	\$284,000	\$270,000	\$270,000	\$270,000

ELECTRIC UTILITY

CAPITAL BUDGET DESCRIPTIONS

Building & Structures

Capacitor Bank at Substation – carry forward from 2019-20, progress was delayed due to Dorian and sourcing other possible distribution solutions. Staff are actively working on possible paths forward and hope to be able to provide a fuller update for Council soon.

Installation of capacitors inside the main substation (in the form of a three phase, 69kV capacitor bank). This will require the expansion of the substation (moving the perimeter fence), the reconfiguration of the overhead 69kV conductors and the addition of a new circuit breaker, disconnect switches, capacitor switcher, protective relays, etc. A 69kV, 4000kVAR capacitor bank is estimated to significantly reduce the total kVA demand charges resulting in a total cost saving of approximately \$400,000 annually. The capital cost to design, purchase, install, test and commission a 4000kVAR capacitor bank and associated equipment is estimated to be \$480,000 indicating a payback of just over one year, with annual savings of over \$400,000 per year thereafter. This project requires NSUARB approval and is to be financed with a capital borrowing.

Utility Line Work

****Feb.6, 2020 please note this draft budget only contains standard annual maintenance capital projects. There may be additions required in upcoming versions.**

Meters

In 2017 the Utility began the first of a multi-year Smart Meter conversion program. Approximately 300 meters were swapped. Additional Smart Meter conversions are currently on hold while other capital priorities are completed. The 2020/21 budget for meters allows for the purchase of any replacement meters that are required during the fiscal year.

Overhead Conductors

This item is for yearly replacement, as well as new and emergency repairs.

Poles & Fixtures

This item is for yearly replacement, as well as new and emergency repairs.

Services

For replacement and new installation of overhead service wires and fixtures (both residential and commercial).

Street Lighting

In 2008 the Provincial government required all NS municipalities to convert to LED street lighting by December 31, 2022. At the time of a report in 2014, the Town had already installed 85/581 LED street lights. Council adopted a replace as fail approach, replacing HPS street lights with LED's if the former failed and could not be repaired. The replacement cost and limited warranty of LED street lights was not cost effective for a one-time 100% conversion by the Electric Utility. Since then, LED prices have significantly decreased with more suppliers and products available. In early 2018 a street light count determined that in the Town there are now approximately 67 LED street lights in "Old Town"; and 111 in "New Town"; totaling 178/581 LED.

In the Old Town Lunenburg the current practice is to replace High Pressure Sodium street light bulbs with new or refurbished HPS lights in response to property owner concerns regarding the Kelvin intensity of LED street lights. This also allows street light fixtures to be reused and not sent to solid waste or metal recycling. In New Town and elsewhere failed HPS street lights are replaced with LED street lights without property owner concerns. We have not recently resurveyed all street lights to determine the current LED/HSP ratio. If the current street light conversion practice Council approved does not change, the 2022 Provincial deadline will not be achieved. It would be advisable to notify the Province of same and rationale as noted above.

Transformers – Line/Installation

The Utility continually monitors the inventory of transformers on hand, as delivery requires months of lead time.

TOWN	Project	Budget Cost	Funding	Source
Buildings & Structures				
	Annex Roof	\$10,000	\$10,000	Deed Transfer Taxes
	CN Station - Capital Repairs including Garage Door & Siding	\$15,000	\$15,000	Deed Transfer Taxes
Equipment				
	Council Ipad or Alternative	\$10,000	\$10,000	Water & Electric Utility Funding
	Parking Meters	\$15,000	\$15,000	Parking Meter Capital from Revenue
	Parking Ticketer	\$15,000	\$15,000	Parking Meter Capital from Revenue
	Joint Building Inspection IT (Townsuite Mapping & Laser Fiche Software Upgrades)	\$10,000	\$10,000	Capital from Revenue
	CCP Capital Project	\$10,000	\$10,000	Capital Borrowing
Public Works Infrastructure				
Wastewater				
	Green St., Knickle Rd., Tannery Rd. (Storm Diversion) <i>pre-approved Feb.13, 2020</i>	\$60,000	\$60,000	Deed transfer tax
	Storm Line Tannery Rd to Knickle Rd (900 Feet)	\$245,000	\$245,000	Capital Borrowing
	Upgrade Communication Systems to Pumping Stations	\$20,000	\$20,000	Gas Tax
	WWTP -Voltage Reading Monitor at Pumping Station	\$7,000	\$7,000	Gas Tax
	WWTP-Upgrade Rails and Catwalks in Aeration Building	\$30,000	\$30,000	Deed transfer tax
	Lift Stations Capital Pump Repairs <i>pre-approved Dec.10/19</i>	\$55,000	\$55,000	Gas Tax
	Check Valve Installation at WWTP	\$10,000	\$10,000	Deed transfer tax
	Raw Sludge Pumps (2)	\$50,000	\$50,000	Gas Tax
	Flowmeter installation program	\$50,000	\$50,000	Gas Tax
	Backflow prevention study for Lift stations	\$40,000	\$40,000	Gas Tax
	Waste Water System & GIS Development (includes all underground infrastructure)	\$40,000	\$40,000	Possible Grant funding – project to move forward if funding is secured.
	Flood Study <i>pre-approved Feb.13, 2020</i>	\$45,000	\$45,000	Deed transfer tax
Recreational Infrastructure				
	Splash Pad	\$200,000	\$200,000	Grants & Donations
	Streamed Waste Cans	\$9,300	\$9,300	50/50 Grant & Capital from Revenue
Renewals - Sidewalks/Curbs				
	Tannery Road Seawall - Final Stage	\$70,000	\$70,000	Deed Transfer Tax
	Bluenose Drive - Beautification Project	\$10,000	\$10,000	Deed Transfer Tax
New Sidewalks/Curbing				
<i>Staff report from April 14 for further consideration April 28</i>	Tannery Road-Knickle to 97 Tannery Road (East)	\$288,000	\$288,000	Deed Transfer Tax \$115,000 approved 19-20, capital borrowing for balance \$173,000
Street Reconstruction				
	Duke – Lincoln to Townsend	\$120,000	\$120,000	Capital Borrowing
Chipsealing				
	Kissing Bridge (Cemetery Hill)	\$60,000	\$60,000	Capital Borrowing
Public Works Equipment				
	PW 1/2 ton Replacement (2002 vehicle)	\$15,000	\$15,000	Capital from Revenue
	Backhoe – Cemetery	\$60,000	\$60,000	Capital Borrowing
	Snow Push Blade for Backhoe	\$13,800	\$13,800	Capital from Revenue
	Power Concrete Screed	\$3,200	\$3,200	PW Equipment Reserve
Fire Department				
	Pumper # 2 Replacement (#5 removed from fleet) <i>pre-approved June 25, 2019</i>	\$755,100	\$755,100	District 1 & 2 = \$377,550 and Town funding \$50,000 Water Dividend & Borrowing \$327,550
<i>requesting pre-approval April 28</i>	Turnout Gear Washer	\$5,400	\$5,400	Fire Dept. - 100% funding
	Turnout Gear Dryer	\$9,700	\$9,700	Fire Dept. - 100% funding
	Floor Scrubber	\$5,100	\$5,100	Capital from Revenue & 50% funding requested from Fire District 1 & 2
	Aluminum Garbage Bin	\$3,800	\$3,800	Capital from Revenue & 50% funding requested from Fire District 1 & 2
Community Centre/Arena				
	Arena - Roof Exhaust Replacements	\$10,000	\$10,000	Deed Transfer Tax
	Gym Floor Refinish	\$30,000	\$30,000	Deed Transfer Tax
	Ice Resurfacer	\$125,000	\$125,000	Reserve \$52,000 + external sources \$73,000
	Ride on Mower	\$25,000	\$25,000	Capital from Revenue \$10,000 & General Reserves \$15,000
		\$1,938,400	\$1,938,400	
	Town Capital Funding Summary 2020/21		Total	
	Operating Revenue		\$29,150	
	Gas Tax		\$222,000	
	Deed Transfer Tax		\$375,000	
	Town Reserves		\$67,000	
	Water Dividend		\$50,000	
	Utilities		\$10,000	
	Fire District & Department		\$397,100	
	Grants & Donations Estimate		\$277,600	
	Borrowing Estimate		\$510,550	<i>Includes pre-approval of \$327,550 for Fire Truck</i>
			\$1,938,400	

TOWN	Project	Budget Cost	Funding	Source
2019/20 Approved Capital Projects, only the unexpended 2019/20 balances be carried forward to fiscal 2020/21 - pre-approved				
Buildings & Structures	Lun. Academy - Exterior Capital Repairs Phase II - carry over of balance from fiscal 2019/20	\$1,500,000	\$1,500,000	Grants Federal & Provincial \$1.2 M, Town Borrowing \$200,000, Academy Foundation \$100,000
Environmental Development	Comprehensive Community Plan - start fiscal 18/19, continued fiscal 19/20, finalize in fiscal 20/21 total budget \$229,300, carry forward project balance	\$229,300	\$229,300	Gas Tax
Public Works Infrastructure				
Wastewater	Brook Street Storm/Sanitary separation infrastructure finalization	\$125,000	\$125,000	CWWF \$93,750 and \$31,250 Deed Transfer - carry forward from fiscal 2019/20
	WWTP - Improve Treatment Process - Pre-design	\$270,000	\$270,000	PCAP \$135,000 and Gas Tax for balance - carry forward from fiscal 2019/20
	WWTP-Replace Lines and Diffusers in Aeration Tanks, Council approved increase to budget on April 14, 2020	\$388,000	\$388,000	Gas Tax - carry forward from fiscal 2019/20 \$200,000 and capital borrowing for \$188,000
Recreational Infrastructure	Splash Pad RFP process	\$20,000	\$20,000	Deed transfer tax, to be carried out by in-house staff
		\$2,512,300	\$2,512,300	
WATER UTILITY				
	Project	Budget Cost	Funding	Source
General				
05-2-94-4600	New Services	\$7,000	\$7,000	Depreciation Funds
05-2-94-4700	Replacement Hydrants	\$10,000	\$10,000	Depreciation Funds
05-2-94-4800	Replacement Meters	\$5,000	\$5,000	Depreciation Funds
Distribution Mains	Water System Survey & GIS Development (includes all underground infrastructure)	\$40,000	\$40,000	Reduced roll out, \$40,000 budgeted for fiscal 20-21 with 100% funding from the Water Utility Depreciation Funds.
Building Improvements & Construction	Chlorinator	\$70,000	\$70,000	Depreciation Funds
	Road Improvement - Intake House <i>Pre-approved April 14, 2020</i>	\$10,000	\$10,000	Depreciation Funds
	Pump House - Dares Lake Interior Steel Repair/Gutters <i>Pre-approved April 14, 2020</i>	\$4,000	\$4,000	Depreciation Funds
	WTP - Paint and Reseal 2 Roof Vents	\$5,000	\$5,000	Depreciation Funds
	Geotechnical Investigation (Dam/Spillway)	\$15,000	\$15,000	Depreciation Funds
	Downstream channel assessment, hydrologic/hydraulic modelling, field surveys	\$17,500	\$17,500	Depreciation Funds
	Design of Dam and downstream channel rehabilitation, approvals	\$30,000	\$30,000	Depreciation Funds
Furniture and Equipment	Half Ton Trucks (1)	\$25,000	\$25,000	Depreciation Funds
	Water Utility Capital Funding Summary	\$238,500	\$238,500	
	Depreciation Funds	\$238,500		
		\$238,500		
ELECTRIC UTILITY				
	Project	Budget Cost	Funding	Source
BUILDING & STRUCTURES	Capacitor Bank at Substation or Distribution	\$480,000	\$480,000	Capital Borrowing
UTILITY LINE WORK	Meters	\$15,000	\$15,000	Depreciation Funds
07-2-75-1680	Overhead Conductors	\$125,000	\$125,000	Depreciation Funds
07-2-75-1630	Poles & Fixtures	\$50,000	\$50,000	Depreciation Funds
07-2-75-1640	Services	\$25,000	\$25,000	Depreciation Funds
07-2-75-1670	Street Lighting	\$30,000	\$30,000	Depreciation Funds
07-2-75-1650	Transformers - Line	\$70,000	\$70,000	Depreciation Funds
07-2-75-1660		\$315,000	\$315,000	
EQUIPMENT & FURNITURE	TOTAL	\$795,000	\$795,000	
	Electric Utility Capital Funding Summary			
07-2-80-1351	Capital Borrowing	\$480,000		
07-2-80-1350	Depreciation Funds	\$315,000		
		\$795,000		

Tannery Road Greenspace Plan Development



April 15, 2020

To: Bea Renton

Chief Administrative Officer and Town Clerk, Town of Lunenburg
119 Cumberland Street, P.O. Box 129
Lunenburg, NS, B0J 2C0

Re: Tannery Rd. Greenspace Plan

Services and Pricing:

The quote below is for the creation of a greenspace plan for the coastal park adjacent to the rock wall on Tannery Road in Lunenburg, NS. The purpose of the plan is to provide recommendations for plant species and the location of walkways and vegetation. The plan will be developed based on analysis of the environmental context, the existing park development plan, and the proposed use of the landscape by residents and tourists. Vegetation location and species type will be selected and sited to create aesthetic beauty, tolerate coastal and roadside environmental conditions (high disturbance, salinity, flooding, drought), reduce coastal erosion, absorb stormwater runoff, and preserve the view of the town waterfront and harbour.

Note that care will be taken to use accessible language and visuals, and to emphasize the value of stormwater management features to recharge groundwater, filter stormwater runoff, prevent flooding, and create beautiful green space.

Coastal Action's daily rate for consulting services is \$350 per day.

Consultant

Samantha Battaglia, M.Sc. Ecological Design
Stormwater Management Project Coordinator, Coastal Action

Tannery Road Greenspace Plan Development

Cost of Services:

Task	Description	Time Allocation (Days)	Cost
Project Planning and Site Visit	Initial communication to discuss project details and ongoing communication (including a revision meeting). Field analysis will be conducted at the site to help inform the plan.	1	\$350.00
Draft Plan	Draft plan will be based on a site visit, the environmental context, the existing park development plan, and the proposed use of the landscape by residents and tourists. The draft plan will illustrate the location of vegetation, a walkway, and other greenspace elements if needed.	1	\$350.00
Revisions and Final Document Production	Draft plan documents will be revised based on recommendations provided at a revision meeting. Final plan documents will include a plant species list, and final plan siting vegetation type/location and walkway location.	1	\$350.00
Subtotal Services		3	\$1,050.00
HST (15%)			\$157.50
Services Total			\$1,207.50

Please feel free to contact me with any questions or concerns at the contact information listed below. Coastal Action would like to thank you for considering us for this work and look forward to hearing back from you in the near future. Thanks!

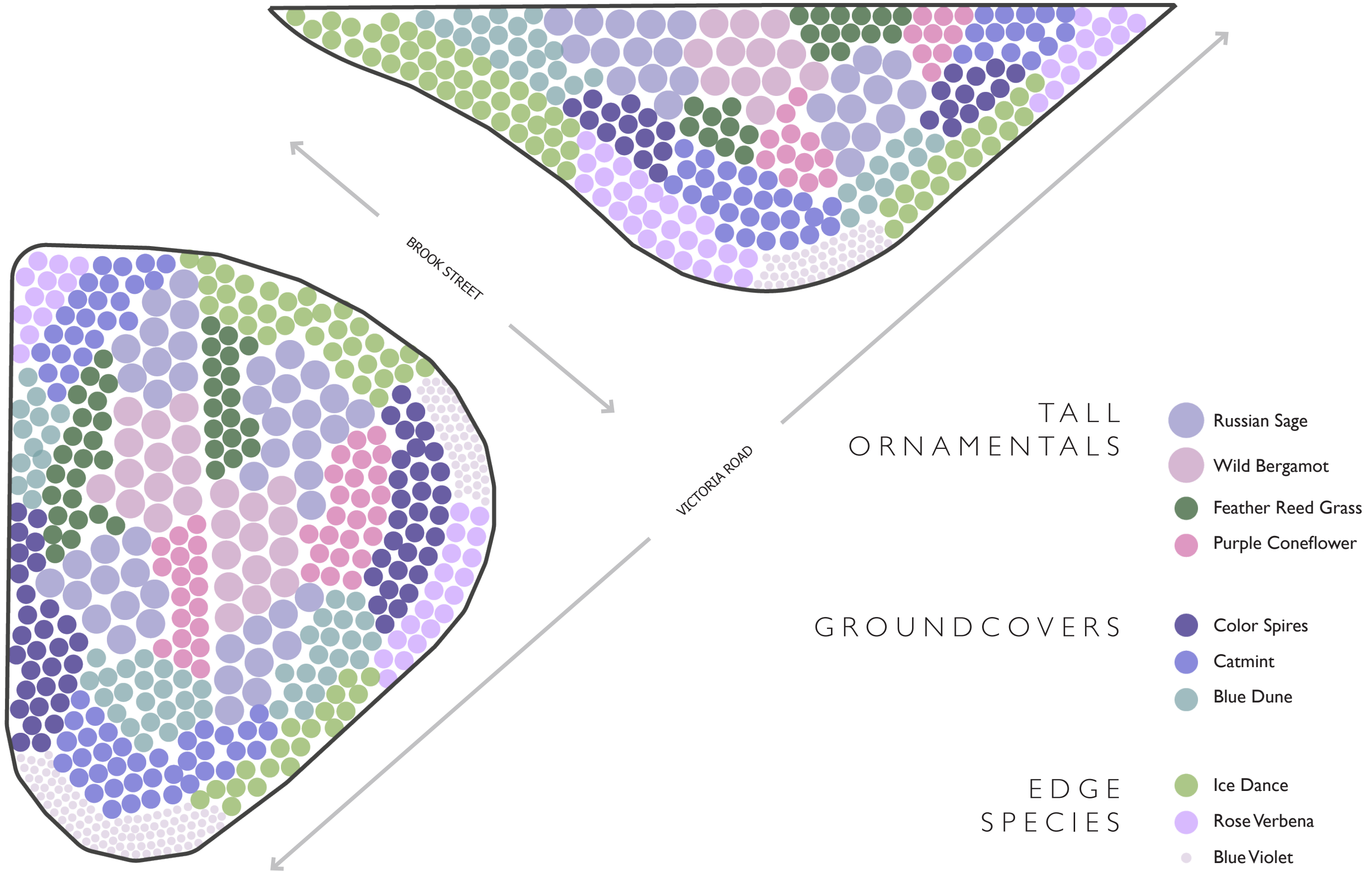
Sincerely,

Tannery Road Greenspace Plan Development

A handwritten signature in blue ink that reads "Brooke Nodding". The signature is fluid and cursive, with the first name being the most prominent.

Brooke Nodding, Executive Director
brooke@coastalaction.org
Office: 902-634-9977

PLANTING PLAN



PLANTING DESCRIPTION

Plants have been selected to withstand quickly draining soils, full sun, road salt, high alkalinity, deer browsing, and periodic disturbance. Aesthetically the plant palette has been chosen for mid-height vegetation, pink and purple coloured blooms, and a variety of textures with late blooming species and colourful grasses for seasonal interest. Selected flowering species have a wide range of blooming times in order to provide forage for pollinators and aesthetic beauty throughout the year.

Many of the flowering species support pollinators by providing :

- Larval food for moth or butterfly caterpillars.
- Fruit for songbirds.
- Flowers that are frequented by beetles, flies, butterflies, hummingbirds, wasps and moths.
- An abiotic host, nectar, or pollen for a broad variety of bee species.

TALL ORNAMENTALS

Russian Sage
Perovskia atriplicifolia

Feather Reed Grass
Calamagrostis acutiflora

Purple Coneflower
Echinacea purpurea

Wild Bergamot
Monarda fistulosa

Blue Dune
Leymus arenarius

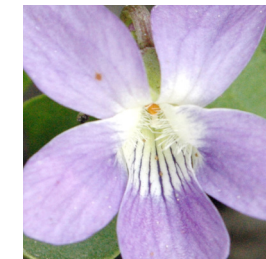
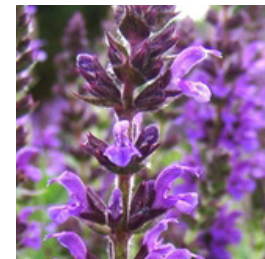
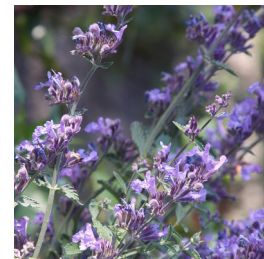
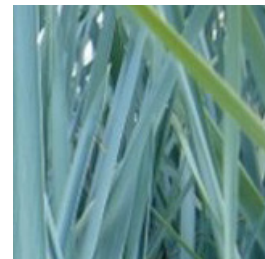
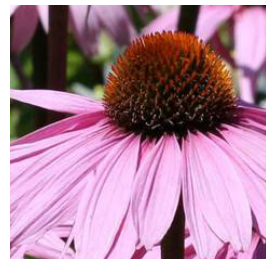
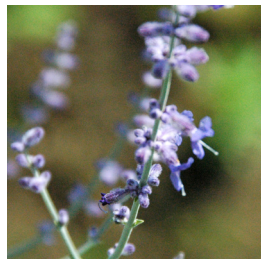
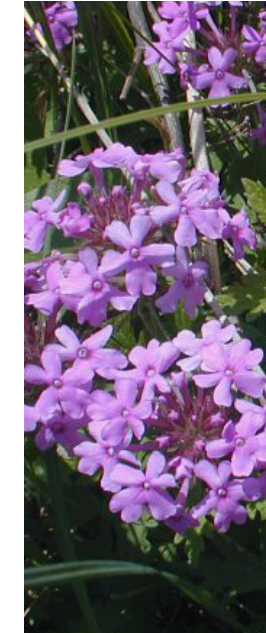
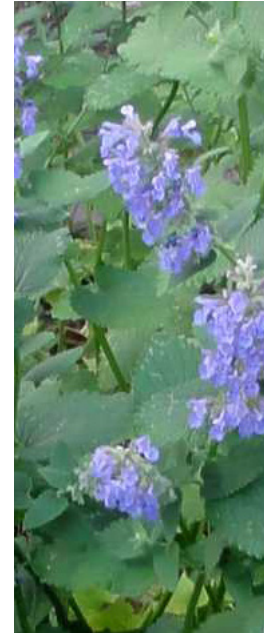
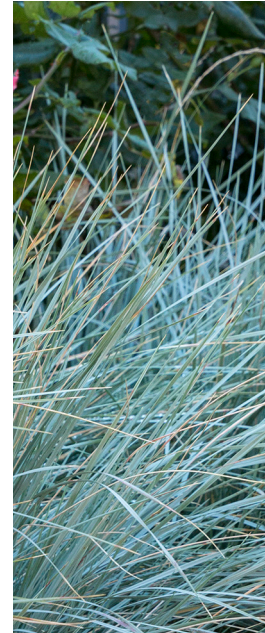
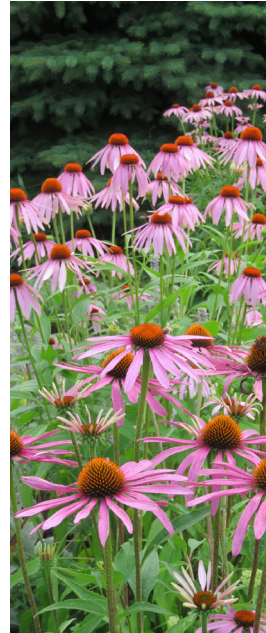
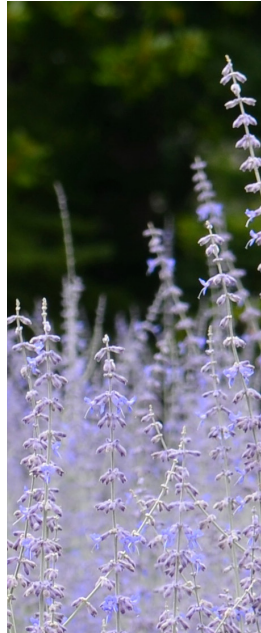
Catmint
Nepeta faassenii

Color Spires 'Violet Riot'
Salvia nemorosa

Ice Dance
Carex Morrowii

Blue Violet
Viola sororia

Rose Verbena
Glandularia canadensis



PLANT PALETTE

Common Name	Scientific Name	Type	Sun	Moisture	Height (ft.)	Spread (ft.)	Colour	Bloom Time	Notes
Color Spires Violet Riot	<i>Salvia nemorosa</i>	herbaceous perennial	part shade	medium	2	2	purple	May - July	Attracts: Birds, Butterflies, Hummingbirds Tolerate: Deer, Rabbits, Salt
Russian Sage	<i>Perovskia atriplicifolia</i>	herbaceous perennial	full sun	dry - medium	3 - 5	2-4	lavender	July - October	Tolerate: Rabbit, Deer, Drought, Clay Soil, Dry Soil, Air Pollution
Catmint	<i>Nepeta faassenii</i>	herbaceous perennial	full sun - part shade	dry - medium	1-1.5	1.5-3	purple	May - September	Tolerate: Deer, Dry Soil, Shallow-Rocky Soil, Air Pollution
Purple Coneflower	<i>Echinacea purpurea</i>	herbaceous perennial	full sun - part shade	dry - medium	43866	1.5-2	purple/pink	June - August	Attracts: Birds, Butterflies Tolerate: Deer, Drought, Clay Soil, Dry Soil, Shallow-Rocky Soil
Wild Bergamot	<i>Monarda fistulosa</i>	herbaceous perennial	full sun - part shade	dry - medium	2-4	2-3	pink/lavender	July - September	Attracts: Hummingbirds, Butterflies Tolerates: Deer, Drought, Clay Soil, Dry Soil, Shallow-Rocky Soil, Black Walnut
Rose Verbena	<i>Glandularia canadensis</i>	herbaceous perennial (groundcover)	full sun	dry - medium	0.5-1.5	1-2	rose pink/purple	May - August	Tolerate: Drought, Dry Soil, Shallow-Rocky Soil
Common Blue Violet	<i>Viola sororia</i>	herbaceous perennial (groundcover)	full sun - part shade	medium	0.5-0.75	0.5-0.75	white, blue	April - August	Larval host plant (moth and butterfly caterpillars feed on foliage), songbirds consume fruit, flowers visited by : flies and butterflies, attracts small carpenter bees (ceratina), small sweet bees (lasioglossum) and mining bees (andrena), viola specialist : Andrena violae
Blue Dune	<i>Leymus arenarius</i>	ornamental grass	full sun	dry	2-3	2-2.5	blue/green	July - September	Tolerate : Deer, Drought, Erosion
Feather Reed Grass	<i>Calamagrostis acutiflora 'Overdam'</i>	ornamental grass	full sun	medium	2.5-3	1.5-2	green/pink	July - February	Attracts : Birds. Tolerates : Erosion, Wet Soil, Black Walnut, Air Pollution
Ice Dance	<i>Carex Morrowii</i>	rush or sedge	part shade - full shade	medium -wet	0.75-1	1-2	broad leaf, varigated, semi-evergreen	April - July	Tolerate: Deer, Heavy Shade, Erosion, Wet Soil

INSTALLATION COSTS

Material / Service	Amount	Cost	Notes
Mulch	2-3 cubic yards	\$50.00	Oceanview Nursery typically only charges \$50.00 for delivery, no material cost.
Compost	1.4 cubic yards	\$80.00	Order by the bucket.
Plants	891 (average cost per plant : \$12.50)	\$11,137.50	Large plant orders may be eligible for discounts. Installation plants may be eligible for grant funding (especially pollinator and erosion control species).
Material Delivery		\$70.00	
Task	Time Allocation	Cost	Notes
Ordering Materials, Coordinating Installation	1 day	\$350.00	Installation labour and coordination may be eligible for grant funding.
Planting, Mulching, Watering	2 days	\$700.00	
Sub-total Cost		\$12,387.50	
HST (15%)		\$1,858.13	
Total Cost		\$14,245.63	

**#66. TOWN OF LUNENBURG PROCEDURAL POLICY:
INTERIM & FINAL TAX BILLING; INTEREST ON ASSESSMENT APPEAL
REDUCTIONS; AND TAX COLLECTION/TAX SALE POLICY AS IT RELATES TO
REAL PROPERTY**

I. PURPOSE

This Policy responds to the requirements of Part VI of the Municipal Government Act as it relates to tax collection. It provides direction for dealing with properties with tax arrears and subject to tax sale proceedings. It sets by policy, interest rates on overdue taxes. It also prescribes dates and methods for interim and final tax billings.

II. POLICY PROCEDURE

1. Interest Rates on Overdue Taxes

The interest rate charged for non-payment of taxes when due is set at ~~2%~~ **1.5%** per month for each full month that payment is in arrears. Interest is calculated on outstanding principal amounts at the end of each month, not compounded.

2. Interim Tax Billing

Interim tax bills are issued in April of each year. Billings are based on 50% of the current property assessment multiplied by the previous year's tax rate with a due date of May 1. Interest will be charged on the unpaid interim taxes after that date as provided in paragraph 1 hereof.

3. Final Tax Billing

Final tax bills are issued in August of each year with a due date of September 1. Billings are based on the balance of the property taxes owing after the current year's tax rate is set. Interest will be charged on the unpaid final taxes after that date as provided in paragraph 1 hereof.

4. Interest on Assessment Appeal Reductions

If after final tax bills are issued and paid an assessment appeal court reduces the assessment, resulting in a credit on the account, the account shall also be credited with interest at the Town's banker's prime interest rate less ~~2%~~ **1.5%** calculated daily, not compounded from the latter of the due date or date payment was made. This overpayment, including interest, will be refunded to the customer.

5. Tax Collection and Tax Sale Policy

Tax sale procedures should commence in November of each year. All properties that have taxes outstanding for three years will be subject to tax sale. The following process shall be followed:

- (1) November 1st - letter sent to all accounts outstanding for the prior fiscal year (one and two years in arrears) advising them that tax sale proceedings will be commenced in the future if satisfactory arrangements are not made for the payment of the account;
- (2) December 1st - list prepared in accordance with Section 137 of the Municipal Government Act and certified by the Treasurer;
- (3) Following preparation of the tax sale list (#2 above), a "preliminary notice" is sent to those properties on the list giving them thirty (30) days to make acceptable payment arrangements; and
- (4) Tax sale proceedings will commence on all properties who fail to make payment or acceptable payment arrangements. Tax sale procedures will then continue as required under the Municipal Government Act Section 139 and sections following as they relate to tax sales.

#71. TOWN OF LUNENBURG PROCEDURAL POLICY:
LOW INCOME PROPERTY TAX RELIEF

SCHEDULE "H"

1. This Policy is established pursuant to Section 69 of the Municipal Government Act and amendments thereto from time to time.
2. In this policy, "income" means a person's total annual income from all sources for the calendar year preceding the fiscal year for which an exemption is sought, and includes the income of all other members of the same family residing in the same household including all other pension or allowances. An allowance paid pursuant to the War Veterans Allowance Act (Canada) or pension paid pursuant to the Pension Act (Canada) is not included in this calculation of income.
3. On application a person whose total annual household income is below the amount set out in the following table is entitled to a partial property tax in the amount set out in the right hand column.

<u>Total Annual Household Income</u>	<u>Annual Property Tax Relief*</u>
\$18,000. \$19,123. or less	\$500.00
\$18,001. to \$19,000. \$19,124. to \$20,185.	\$400.00
\$19,001. to 20,000. \$20,186. to \$21,247.	\$300.00
\$20,001. to \$21,000. \$21,248. to \$22,310.	\$200.00
Over \$21,000. \$22,310.	NIL

The amounts set forth in this table ~~may be amended by motion of Town Council from time to time. (*Revised by motion of Council June 17, 2010.)~~ **shall be annually adjusted by the prior year's Nova Scotia Consumer Price Index.**

4. A person applying for an exemption must file an application, provide proof of income including, but not limited to all applicable current income tax returns and swear an affidavit confirming household income and other relevant information. This application may be amended by Town staff and/or Council as required.
5. Property tax relief applies only to the principal residence of Town of Lunenburg residents. No person may receive property tax relief for more than one property in any fiscal year.
6. Where a property is assessed to more than one person, each assessed owner who qualifies for property tax relief may only receive the portion of the exemption equal to that person's share of the total assessment for the property. Their share will be to be determined from the share shown on the assessment roll. If their share is not shown, it shall be determined by the Treasurer whose determination is final.
7. Applications for property tax relief must be received by September 30 of each year, after which no applications will be considered.



**Burke,
Macdonald
& Luczak**

Barristers & Solicitors

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

February 19, 2020

Bea Renton
CAO/ Manager Clerk
Town of Lunenburg

and

Lisa Dagley
Finance Director
Town of Lunenburg

Via email: Brenton@explorelunenburg.ca

ldagley@explorelunenburg.ca

Dear Bea and Lisa:

Re: Nevermore Press

Enclosed herewith is a re-draft of the lease and indemnity agreement for Nevermore Press AND Resolution. I have altered the agreement slightly based on some minor changes made in another agreement. I have highlighted same for you reference.

Kindly review same and contact me at your earliest convenience.

Yours very truly,

BURKE, MACDONALD & LUCZAK

Patrick A. Burke, Q.C.
PAB/js

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February 19, 2020.docx

Resolution

WHEREAS:

1. The Town of Lunenburg is the owner of the Lunenburg Academy at 97 Kaulbach Street in Lunenburg.
2. Pursuant to Section 50 (5) of the *Municipal Government Act* SMS 1998, C.18 as amended, the Municipality may lease a property owned by the Municipality at market value.
3. Nevermore Press Ltd., a Body Corporate has an existing lease of rooms 201a and 201e at the Lunenburg Academy and it is proposed that Nevermore Press Ltd. be granted a new lease on the terms of the lease attached hereto as attachment NPL2.

BE IT THEREFORE RESOLVED THAT:

- A. The rental contained in the draft lease attached hereto as attachment NPL2 is considered by council to be fair market value.
- B. The Town shall enter into the lease attached hereto as attachment NPL on the basis that the indemnity agreement referred to as Schedule "D" therein is executed by Ernest Hadley, and the Mayor and Manager/Clerk are authorized to execute the lease and affix the Municipal Seal thereto.

Attachment "NPL2"

THIS LEASE made this day of , 2020

BETWEEN:

TOWN OF LUNENBURG, a Municipal body corporate
(the "Landlord")

AND

NEVERMORE PRESS LTD., a body corporate, with registered office at
105 Townsend Street, Lunenburg, Nova Scotia
(the "Tenant")

AND

ERNEST HADLEY, of Lunenburg, Nova Scotia
(the "Indemnifier")

LUNENBURG ACADEMY LEASE

**97 Kaulback Street
Lunenburg, Nova Scotia
BOJ 2C0**

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WHEREAS the Landlord is the owner of the building known as the Lunenburg Academy in Lunenburg and the Tenant wishes to rent a portion of that building.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree and covenant as follows:

Article 1 — Definitions

1.1 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) "Alterations" has the meaning set out in Section 10.2;
- (b) "Assembly Hall" means the room located on the third floor of the Building and identified at the Building as the Assembly Hall;
- (c) "Building" means the Lunenburg Academy Building, located at 97 Kaulback Street, Lunenburg Nova Scotia and described in Schedule "A" attached hereto, together with the improvements, fixtures and equipment (whether chattels or fixtures) in such Building (but not including tenants' fixtures, improvements or chattels);
- (d) "Common Areas and Facilities" means all that part of the Building, including improvements, parts of buildings, fixtures and equipment (whether chattels or fixtures), which at any time is not included in premises leased to tenants or intended to be leased to tenants, including, lobbies, hallways, the south facing staircase, elevators, washrooms, loading areas, parking areas, driveways, landscaped areas, alarms, security, fire prevention and telecommunication services, janitor closets, and electrical closets;
- (e) "Gross Rent" means all sums of money or charges required to be paid under this Lease in relation to the occupation, use and operation of the Premises (except for any Renovation Cost) including, without limitation, payment of realty taxes, capital taxes, business taxes and charges for water, electricity, heating and other utilities and other charges, whether or not the same are designated as "Gross Rent" and shall specifically also include at least one (1) free parking space for tenant use at the Building; provided, however, that H.S.T. shall be charged in addition to the Gross Rent payable pursuant to Article 4.1 and not be inclusive in the total sum of the Gross Rent payable under the aforementioned Article. Gross Rent does not cover telephone, internet and related charges, which are the responsibility of the Tenant;
- (f) "Lease" means this lease and all the terms, covenants and conditions set out herein (including all schedules), as amended from time to time in accordance with the terms hereof;
- (g) "premises" mean the premises shown highlighted or located in Schedule "B" attached hereto identified as Rooms 201a and 201e on the second floor of the Building.

- (h) "Rules and Regulations" means the rules and regulations as described in Section 9.2;
- (i) "Term" has the meaning set out in Section 2.2 and, where the context requires, shall include any renewal or extension of the Term pursuant to Section 2.3;
- (j) "Transfer" has the meaning set out in Section 12.1;
- (k) "Transferee" means any person or entity to whom a Transfer is or is to be made;
- (l) "Utilities and Services" (or "Utility and Service", as the case may be) includes, but is not limited to, the supply of water, hot water, heating, electricity, light bulbs, tubes and ballasts, sewage disposal service, and specifically excluding air-conditioning and any other utility or service not operating in the Premises at the time of the commencement of the Lease and specifically excluding the following: climate control, chilled water, any other janitorial and cleaning services and supplies, exterior and interior window cleaning and telephone.

Article 2 — Lease and Term

2.1 Lease

In consideration of the rents, covenants and agreements hereinafter reserved and contained to be paid, observed and performed by the Tenant, the Landlord demises and leases to the Tenant the Premises to have and to hold the same for and during the Term. The Tenant accepts the Lease of the same.

2.2 Term

The term of this Lease (the "Term") shall be (unless renewed or terminated earlier pursuant to the provisions hereof) the period of 1 year commencing on the 15th day of March, 2020 and from thenceforth next ensuing and to be fully completed and ended on the 14th day of March, 2021.

2.3 Option to Renew

The Tenant shall have 5 successive options to renew the Lease for further terms of 1 year on the same terms and conditions (except that in each case the rental from the previous term of the lease shall be increased by the percentage increase in the Consumer Price Index for Nova Scotia for the immediately prior calendar year), and provided that:

- a) the Tenant has given 90 days written notice prior to the end of the current term of this Lease of its intention to exercise the option to renew;
- b) in the case of the second or any subsequent option to renew, the Tenant exercised the option immediately prior thereto; and
- c) the lease has not otherwise been terminated.

The Final Option to Renew and Lease renewal shall not include any further option to renew.

2.4 No Right to Early Termination

Neither party shall have the option, upon notice, for early termination of the lease; Provided that this clause shall not restrict a party's right to terminate pursuant to the expressed terms of this lease including, without limiting the foregoing, the right to terminate if there is a breach of the terms of the lease by the other party which would entitle a party to early termination pursuant to the terms of this lease.

Article 3 — Payment of Rent

3.1 Rent

The Rent shall be payable, unless otherwise provided herein, in equal monthly instalments in advance on the first day of each and every month during the Term. If the Tenant fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of 18% per annum (calculated monthly at the rate of 1.5%) and such interest shall be calculated from the time the Rent becomes due until paid by the Tenant.

3.2 Payment of Rent

- (1) Unless otherwise specifically provided herein, all payments of Rent shall be payable without any prior demand therefor at such place and directed to such person as the Landlord may designate from time to time. Until further notice, all Rent shall be paid to the Landlord at 119 Cumberland Street, Lunenburg, Nova Scotia, B0J 2C0.
- (2) The Landlord may, at any time and from time to time, and at its sole option, require the Tenant to provide to the Landlord either:
 - (a) a series of monthly postdated cheques, each cheque in the amount of the monthly instalment of Rent; or
 - (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts.

3.3 Security Deposit

The Tenant has paid a security deposit of \$560.00 pursuant to a prior a Lease. The amount of this security deposit shall be held by the Landlord without interest as security for the due performance by the Tenant of its obligations under this Lease and may be applied in the Landlord's discretion to remedy any default by the Tenant hereunder (including rent in arrears) and may also be applied to any other amounts due by the

Tenant. If the Landlord draws money from the deposit for the purpose of remedying any default of the Tenant the Tenant shall at the request of the Landlord pay forthwith to the Landlord the amount of money required to replace the money so drawn by the Landlord. Without restricting the foregoing in addition to other remedies for default provided herein, the security deposit shall, at the sole option of the Landlord, be non-refundable and treated as pre-calculated liquidated damages which are a portion of the Landlord's total damages if after the execution of the lease the Tenant fails to go into possession or prematurely terminates the lease.

Article 4 — Gross Rent

4.1 Gross Rent

The Landlord reserves and the Tenant covenants and agrees to pay to the Landlord as rent in lawful money of Canada the Gross Rent (the "Gross Rent") in the amount of \$6,977.76 plus H.S.T. per annum, payable in equal monthly instalments of \$581.48 plus H.S.T. each in advance on the 15th day of each and every month during the Term.

4.2 Damage to Premises

If the Premises shall, at any time, be wholly or partially destroyed or damaged, as a result of calamity, force majeure, environmental risk or any other cause (including, without limiting the foregoing, fire or water) for more than 5 consecutive days, the following provisions shall apply:

- (a) if the Premises are not rendered unfit for the Tenant's use by such damage, then Rent shall not abate and the Landlord shall promptly repair the Premises;
- (b) if the Landlord determines that the Premises and access thereto are rendered unfit for the Tenant's use to an extent of less than fifty percent (50%), then the Gross Rent shall abate from the date of the damage in the proportion that the area rendered unfit bears to the area of the Premises;
- (c) if the Landlord determines that the Premises and access thereto are rendered unfit for the Tenant's use to an extent of fifty percent (50%) or more, (whether by damage to the actual premises or other parts of the Building rendering the Premises unfit for use), then the full amount of Gross Rent shall wholly abate at the rate of \$18.76 per diem from the 31st consecutive day following the damage and the Tenant shall cease to carry on business on the Premises. The Landlord may, at its option (without prejudice to its right of termination hereinafter expressed) permit the Tenant to carry on business in any portion of the Premises which is fit for use on such terms as to payment of Rent and otherwise as the Landlord may specify. In the event the Premises are rendered unfit for use to an extent of fifty percent (50%) or more, the Landlord may elect to terminate this Lease by written notice to the Tenant given within sixty (60) days from

- the date of the damage, and in that event, the Lease shall terminate effective from the date of the damage;
- (d) whenever Section 4.2(b) or (c) applies, and the Landlord has not elected to terminate this Lease, the Landlord shall commence diligently to reconstruct, rebuild or repair the Premises. In performing any reconstruction or repair, the Landlord may effect changes in the buildings, equipment or systems of the Premises or minor changes in the location or area of the Premises.
 - (e) whenever Section 4.2(b) or (c) applies, and the Landlord has not elected to terminate this Lease, the Landlord shall give the Tenant written notice when the Landlord's reconstruction, rebuilding or repair of the Premises have been completed to the extent that the Tenant can have access thereto or that no Landlord's reconstruction, rebuilding or repair is required. Gross Rent shall recommence on the date of delivery of such notice.

4.3 Decision of Architect or Engineer

Any decisions regarding the extent to which the Premises or any portion of the Premises has become unfit for use shall be made by an architect or professional engineer appointed by the Landlord, whose decision shall be final and binding on the parties. The Landlord, at its discretion, may appoint the Town Engineer of the Landlord, for this purpose.

Article 5 — Utilities and Services

5.1 Charges for Utilities and Services

- (1) The Landlord covenants and agrees to supply Utilities and Services [as defined in 1.1(l)] to the Premises and shall be responsible for maintaining, operating, repairing and replacing the system or systems necessary for supplying the Utilities and Services for the Premises.

5.2 Overloading of Utilities and Services

- (1) The Tenant shall immediately advise the Landlord of any installations, appliances or machines used by the Tenant that are not equipment or resources that are typically found in offices in Lunenburg County and the Landlord shall supply such excess Utilities and Services required as a result thereof if the Landlord determines, in its sole discretion, that the provision of such excess Utilities and Services:
 - (a) is within the capacity of the Building systems;
 - (b) would not affect the operation, aesthetics or structure of the Building;
 - (c) would not reduce the efficiency of the existing services supplied to other tenants or parts of the Building; and
 - (d) is otherwise feasible.

- (2) The Tenant shall pay in advance to the Landlord all costs, both non-recurring and recurring, of providing all such excess Utilities and Services. Such cost shall be determined by the Landlord in a reasonable manner, which may, but not necessarily, include installation (if none already exist), at the Landlord's expense, of separate meters or other measuring devices in the Premises or elsewhere.

5.3 Interruption of Utilities and Services

- (1) In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, or to the Premises, or to any property of the Tenant or anyone else, or for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of whatsoever kind caused by or arising from any interruption or failure in the supply of any Utilities or Services to the Premises.
- (2) Notwithstanding the foregoing, in the event that the Tenant, through no fault or negligence of its own, or those for whom it is responsible, is unable to carry-on business for six consecutive business days as a result of the interruption or failure in the supply of any Utilities or Services to the Premises, which the Landlord is obliged to provide, then rent shall abate at the rate of **\$18.76** per diem until such time as the provision of Utilities or Services resumes.

5.4 Interior Heating

- (1) The Landlord shall maintain in the Premises at a reasonable temperature for normal occupancy of a building of similar style and age during business hours as determined by the Landlord (which hours shall be, until changed by the Landlord by notice in writing to the Tenant, 8:30 a.m. to 5:00 p.m. from Monday to Friday (except holidays)). Unless at the direct fault of the Landlord, the Landlord shall not be liable for any inadequacy in performance of the interior heating system that falls materially outside of the reasonable temperature for normal occupancy of a building of the similar style and age. Landlord may, and at the written request of the Tenant shall, make any changes which are reasonably necessary and feasible to improve or alter the system so as to compensate for any use of the Premises by the Tenant not in accordance with the foregoing standards, all at the Tenant's cost and expense.

(2) No Portable Heaters

The Tenant shall in no instance use portable heaters.

(3) Air Conditioning

The Tenant shall in no instance use air conditioners at the premises without specific written permission of the Landlord, which may be arbitrarily denied.

Article 6 — Quiet Enjoyment

6.1 Quiet Enjoyment

The Landlord covenants with the Tenant that if the Tenant pays the Rent and performs its covenants and obligations herein contained, the Tenant shall and may peaceably possess and enjoy the Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under it, save as herein provided.

PROVIDED THAT notwithstanding the foregoing, there will be interior and exterior renovations conducted by the Town of Lunenburg (and/or a third party on its behalf) during the term of the Lease and it is acknowledged and agreed that any disruptions or interference of the Tenant's use of the premises and common areas during this term due to the renovations shall not justify termination of the Lease or any reduction in rent or any damages or remedy of any nature.

ALSO PROVIDED that it is understood that the Lunenburg Academy of Music Performance (LAMP) operates in the building and it is hereby agreed that music or other noises created by LAMP shall not constitute an interruption or disturbance of the peaceable possession and enjoyment of the Tenant's premises.

Article 7 — Common Areas and Facilities

7.1 Use of Common Areas and Facilities

- (1) Subject to and in accordance with this Lease and the Rules and Regulations, the Tenant shall have a non-exclusive right to the use of only such part of the Common Areas and Facilities on the 1st and 2nd Floor of the building which provide access by the most direct route to the 2nd Floor from the South entrance and to the premises herein rented, and the non-exclusive use of the elevator and the South door and stairway by the elevator, and non-exclusive access to the washrooms on the 2nd Floor, and in the case of an emergency to such of the Common Areas and Facilities as may be necessary for the purposes of exiting the building.

The exterior doors to the building shall be kept locked at all times [unless permission is given by the Landlord for keeping the doors open during certain hours, which may be directly or through a Permanent Ground Floor Anchor tenant (expected to be the Lunenburg Branch of the South Shore Public Library) or through another tenant] and the Tenant shall ensure to the best of its ability that the building is secure at all times.

The Tenant shall have one free reserved parking space at the Academy. The use of all other parking spaces is at the discretion of the Landlord.

- (2) The regulation and management of the Common Areas and Facilities (including the Washrooms) shall be under the exclusive control of the Landlord.

7.2 Tenant not to Interfere

The Tenant shall not, without the written permission of the Landlord, at its sole discretion, keep or display any merchandise, sign or other thing on or about, or solicit or conduct business on, or obstruct any of the Common Areas and Facilities.

7.3 Interruption and Alteration of Common Areas and Facilities

The Landlord may, from time to time, effect changes, alterations, enclosures, expansions, reductions, replacements or repairs to all or any part of the Common Areas and Facilities (including the Washrooms) and other parts of the Building, and also conduct renovations on all floors of the building. In so doing, the Landlord shall not disturb the operation of the Tenant's business any more than is reasonably necessary in the circumstances, but shall not be liable for any damages whether direct, indirect or consequential to any person or property in respect of any temporary interference with or denial of access during the performance of such work, or in any other way in respect of the performance of such work, or for failure to perform such work, or for any interference with the business of the Tenant, while any portion of the Common Areas and Facilities (including the Washrooms) is in need of repair, inoperable or otherwise not in its normal operating condition, or while any portion of the building is undergoing the foregoing renovations. In no event shall there be a reduction or elimination of rent notwithstanding any disturbance to the operation of the Tenant's business.

Article 8 — Use of Premises

8.1 Use of Premises

The Tenant shall use the Premises solely for the purpose of an office for a small publishing company and 3 employees thereof. The Tenant will, in its work, be respectful of the human rights and values and dignities of others. The Lunenburg Academy has been repurposed as a cultural enterprise and is designated as a National Historic Site. Accordingly, the Tenant, in the pursuit of its enterprise, will not do anything which in the opinion of the Landlord would reflect negatively upon the Lunenburg Academy or the Landlord.

The equipment and furnishings shall only be those ordinarily associated with an office (including, without limiting the foregoing, computers, telephone system, desks, tables, chairs, bookcases and filing cabinets). Business traffic during the term of the Lease shall be limited to courier and mail deliveries and supervised visits from independent contractors and authors. The business is not for public traffic. Use of the premises

includes a shared equal non-exclusive use of the "Flex Area" shown as Room 201 on Schedule B hereof, (shared with the Tenants, customers and clients of Rooms 201b and 201c) which includes, without limiting the foregoing, access at all times for all occupants of the 3 Rooms [Rooms 201a, 201b and 201c] by the respective tenants and their customers/clients to the said 3 Rooms, for use as a waiting room for all 3 Rooms and the placing of furniture in the "Flex Area" for that purpose and the display of their products or services, as the case may be.

Notwithstanding item # 7 of the Rules and Regulations in Schedule "C", the Tenants of Rooms 201b, 201a and 201c shall be responsible for cleaning of Flex Room 201 and keeping it neat and tidy at all times.

Article 9 — Tenant's Behaviour

9.1 Nuisance

Neither the Tenant, nor any one for whom it is responsible, shall do nor suffer any waste, damage, disfiguration or injury to the Premises or the Common Areas and Facilities (including the Washrooms) or permit or suffer any overloading of the floors, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at, or on the Premises.

9.2 Rules and Regulations

The Rules and Regulations contained in Schedule "C" shall form a part of this Lease and the remedies available to the Landlord for enforcement thereof shall be the same as for enforcement of any other provision of this Lease. The Landlord may, from time to time, in its sole discretion, promulgate additional reasonable Rules and Regulations, which shall, as soon as the Tenant is given notice of them, have full force and effect as if originally embodied in this Lease. Any such additional Rules and Regulations may effect alterations to existing Rules and Regulations and may deal with the matters dealt with in the Rules and Regulations contained in Schedule "C" and any other matters of a similar or dissimilar nature as the Landlord deems advisable, but additional Rules and Regulations may not conflict with any specific provisions of this Lease. The Landlord shall be under no obligation to enforce the Rules and Regulations against the Tenant, or against any other tenant of the Building or any other person, and shall be under no liability for failure to enforce the Rules and Regulations.

9.3 Environmental Obligations

- (1) Without limiting the generality of the obligations of the Landlord as set out elsewhere in this Lease, the Landlord and Tenant agree that the Tenant is subject to the obligations of the Tenant set out in this Section (the "Environmental Obligations").

In this section:

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

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

- (2) The Tenant shall not cause or allow any hazardous or toxic waste or substances to be used, generated, stored or disposed of on, under or about, or transported to or from, the premises. The Tenant covenants and agrees that it shall, at its sole cost and expense, observe and otherwise comply with all environmental laws, including those of any federal, provincial and municipal government or other body relating to pollution or the protection of human health or the environment dealing with filings, registrations, emissions, discharges, releases or threatened releases of hazardous substances or materials containing hazardous substances, and hazardous substances shall include, but not be restricted to, any substance capable of posing a risk or damage to health, safety, property or the environment, and any substance from material now or hereafter declared, defined, or deemed to be regulated or controlled under any environmental law. In the event that the Landlord determines that the Tenant is in breach of its

obligations in this article, the Landlord may without limiting any other rights or remedies, provide the Tenant with notice of breach and the Tenant shall commence to rectify such breach at the Tenant's sole cost and expense, and shall complete such rectification as soon as reasonably possible. If the Tenant creates or brings to the premises or other part of the Building any hazardous substance, it shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord, notwithstanding a degree of affixation to the premises or Building; and notwithstanding the expiry of the lease, the Tenant agrees to indemnify and save harmless the Landlord, its successors and assigns from and against any and all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, costs and expenses (including without limitation reasonable costs of professional advisors, consultants and experts and costs of remediation and clean-up) arising in any manner whatsoever out of any breach by the Tenant of this article, or any non-compliance by the Tenant of any environmental laws. This obligation shall survive the expiration or earlier termination of this lease.

PROVIDED nevertheless that it is understood that the Tenant will be using certain substances which are ordinarily used in an office environment including without limiting the foregoing photocopy toner and some cleaning products in common use in their work place - The Tenant will store, keep and use any such substances in strict compliance with all environmental laws and occupational health and safety laws and shall otherwise be bound by this Article 9.3 with respect to such substances.

(3) ADDITIONAL CLAUSE REGARDING ENVIRONMENTAL MATTERS AND AIR QUALITY

In consideration of the sum of \$5.00 paid by the Landlord to the Tenant, receipt whereof is hereby conclusively acknowledged:

A. No Representation or Warranty

- (i) The Landlord makes no warranty, representation or covenant with the Tenant that the Landlord is maintaining and at all times has maintained the building or property at 97 Kaulback Street, Lunenburg, N.S. (collectively referred to as the "Property") in accordance with and in compliance with all applicable requirements of federal, provincial, municipal, and local environmental, public health, and safety laws, occupational health and safety laws, regulations, orders, permits, licenses, approvals, ordinances, policies, guidelines, the Environment Act, S.N.S. 1994-95. c 1, as amended, standards and directives including without limitation all applicable requirements with respect to the ambient air quality of the Property or the quality of any materials or substances at the Property (hereinafter collectively referred to as the "Environmental Obligations"). Without limiting the foregoing, the Landlord makes no representations as to air quality within the premises. The Landlord makes no representations that there are no hazardous or dangerous substances in or about the premises and makes

no representations as to air or material or substances quality in or about the premises. If an issue is raised by the Tenant with respect to air or materials or substances quality in or about the premises or hazardous or dangerous substances (not brought to the site by the Tenant) either of the parties may terminate the Lease upon 30 days written notice. This clause does not restrict the Landlord with respect to any remedies under Article 9.3 of this Lease.

B. Tenant's Investigations

- (ii) The Tenant shall and does hereby acknowledge, represent and warrant to the Landlord, which representation, warranty and acknowledgement shall survive the closing that:
 - (a) that Landlord has afforded the Tenant the opportunity to conduct whatever inspections and investigations it deems advisable with respect to the Property, including without limitation, physical inspections, environmental inspections, air quality tests, soil and subsurface tests; investigations regarding any substances in or about the Property; and other investigations that it deems necessary.
 - (b) The Tenant has, to its complete satisfaction, conducted all investigations, inspections, searches and test with respect to the Property that it has deemed necessary in its interest and has determined to lease the Property solely on the basis of such investigations, inspections, searches and tests; and
 - (c) the Landlord has not made, does not make, and shall not be required to make or provide any warranty, representation or covenants and has and shall have no obligation, explicit or implied, to inform or advise the Tenant, with respect to any matters relating to the Property, including, without limitation, the fitness or suitability of the Lands for the uses intended by the Tenant or potential or existing environmental liabilities in relation to the Property, latent or otherwise (whether known or not), or with respect to the quality or condition of the Property, and the Landlord shall have no liability or obligation with respect to the value, state or condition of the Property, any deficiencies therein or repairs, replacements or other work required with respect thereto (environmental, structural or otherwise).

C. Indemnity

- (iii) The Tenant hereby releases and agrees to indemnify, defend and hold harmless the Landlord, its agents, officers, directors, Mayor, Councillors, contractors, employees, successors and assigns, to the fullest extent permitted by law, from and against any and all claims, causes of action, or demands, in law or in equity, including but not limited to, all lien claims, administrative claims, claims for

injunctive relief, claims of property damage, natural resources damages, nuisance claims, bodily injury claims, emotional distress claims, punitive damages, environmental response and cleanup costs, fines, penalties and expenses (including without limitation, counsel fees, consultant fees and expert fees, costs and expenses incurred in investigating and defending against the assertion of such liabilities), which may be sustained, suffered or incurred by the Landlord, its agents, officers, directors, Mayor, Councillors, contractors, employees, successors and assigns and that arise out of or relate in any way to the Property, (and by whomsoever made, including without limiting the foregoing, by employees, licensees, or invitees of the Tenant) including, without limitation:

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

D. Allocation of Liability

- (v) Except as otherwise provided herein, the Tenant shall be solely liable and shall indemnify, defend and hold harmless the Landlord from all obligations, claims and liabilities, whether asserted or unasserted, known or unknown, which in any manner result from or apply or relate to the Premises and all present and past uses thereof and operations and activities thereon of any person or entity, including the Landlord.
- (vi) In particular, but not by way of limitation, the Tenant shall be solely liable and assume full responsibility for all obligations relative to environmental sampling, monitoring, reclamation, remedial activities, stabilization and maintenance of the Premises (and any other part of the Building for which it has a liability or responsibility under this Clause 9.3) as now or hereafter required by all federal, provincial or local regulatory agencies or authorities, and shall comply with all

terms, conditions and requirements of any and all governmental permits, licenses, consents, approvals and authorizations transferred to the Tenant from Landlord or hereafter granted to the Tenant with regard to the Premises.

- (4) The provisions set out in this Clause 9.3 shall survive the expiration or earlier termination of the Term of this Lease.

9.4 Recycling

- (1) The Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, by-laws, orders, and regulations of all provincial, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. Tenant shall sort and separate such waste products, garbage, refuse, and trash into such categories as provided by law. Each separately sorted category of waste products, garbage, refuse, and trash shall be placed in separate receptacles reasonably approved by the Landlord at such location at or near the Building as may be designated by the Landlord. Such separate receptacles may, at the Landlord's option, be removed from the Premises in accordance with a collection schedule prescribed by law. Also, at the Landlord's option, the Landlord may sort and separate all waste products, garbage, refuse and trash and charge the Tenant all costs involved in such recycling.

9.5 Signs and Exterior Installations

- (1) The Tenant shall be entitled to one (1) identification sign at or near the entrance to the Building, subject to the prior written approval of the Landlord as to design, size and location, and to be installed at the Tenant's expense and in accordance with any uniform pattern of signs which may be adopted by the Landlord. The Landlord reserves the right to attend to such installation and bill the Tenant therefor. The Tenant shall, in respect of such sign, comply with all by-law requirements of the Town of Lunenburg.
- (2) The Tenant shall not, without the prior written consent of the Landlord, erect, install or maintain any sign, lettering, placard or any other advertising material of whatsoever nature or size, painted on, posted on or otherwise affixed to the exterior of the Building or the exterior of the Premises, or within the Common Areas and Facilities, or affixed to either side of any glass on the windows or doors of the Premises.

9.6 Tenant Responsibility

Notwithstanding any requirement for insurance in this Lease:

The Tenant shall be legally responsible for the actions and omissions of all persons using the Premises and the Building and the Property at 97 Kaulback Street through or under (or at the invitation of) the Tenant [including, without limiting the foregoing, employees, guests, and invitees with the intent that an act or omission of any of them shall be, by virtue of this clause, treated as if it were the act or omission of the Tenant].

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

9.7 Compliance

The Tenant shall comply with all Federal, Provincial and Municipal legislation, rules and requirements (including, without limiting the foregoing, statutes, regulations, bylaws, fire codes, building codes, permits and licenses) and any breach thereof shall constitute a breach of this term of this lease.

Article 10 — Maintenance, Repairs, Alterations

10.1 Tenant's Maintenance and Repair

- (1) The Tenant shall, at all times, at its own expense keep the Premises (including, without limitation, the plate glass in the windows and doors) and its contents, in a good and reasonable state of repair consistent with the general standards applicable to public buildings which are historically significant, [but shall not be responsible for any items that are within the Landlord's obligations pursuant to Article 10.1(2)], in a neat and tidy condition, painted and decorated and shall be responsible for all cleaning of the Premises. The Tenant recognizes that the Premises are in a heritage building which is historically significant and that it will be sensitive thereto.
- (2) The Landlord shall make all reasonably needed repairs and replacements to the Premises and the Building arising from structural defects or weaknesses and all exterior repairs to the Building, and shall perform all such repairs and replacements with due diligence.

10.2 Alterations by Tenant

The Tenant acknowledges that the Building is a historical property and therefore the Tenant may not install leasehold improvements, alter existing leasehold improvements nor, save and except for minor alterations which do not affect the structure, exterior walls, windows, roof or any of the Building systems or the aesthetics of the Premises,

alter the Premises in any way (the "Alterations") without the express written approval of the Landlord, which shall be at the Landlord's sole and absolute discretion and may be arbitrarily withheld.

All work done by the Tenant requires compliance with all Federal, Provincial and Municipal legislation, regulations and by-laws (and without limiting the foregoing, the Tenant shall obtain a Development Permit, Building Permit, and any other Permits, when required).

The Tenant will not make or erect in or to the Premises any other installations, alterations, additions or partitions without first submitting drawings and specifications to the Landlord and obtaining the Landlord's prior written consent, which shall be at the Landlord's sole and absolute discretion and may be arbitrarily withheld. The Tenant must further obtain the Landlord's prior written consent to any change or changes in such drawings and specifications. The Tenant will pay to the Landlord the Landlord's reasonable out-of-pocket costs of having its architects approve such drawings and specifications and any changes. Such work shall be performed by qualified contractors engaged by the Tenant (and approved by the Landlord), but in each case only under a written contract approved in writing by the Landlord and subject to all reasonable conditions which the Landlord may impose, provided nevertheless that the Landlord may, at its option, require that the Landlord's contractors be engaged for any structural, mechanical or electrical work. The Tenant shall submit to the Landlord's reasonable supervision over construction and promptly pay to the Landlord's or the Tenant's contractors, as the case may be, when due, the cost of all such work and of all materials, labour and services involved therein and of all decoration and all changes to the Premises, its equipment or services, necessitated thereby.

It is agreed that the Landlord has no obligation to make any interior renovations.

Construction Liens

If any construction or other lien, or builder's lien, or order for the payment of money shall be filed against the Premises or the Building or the property at 97 Kaulback Street by reason of or arising out of any labour or material furnished to the Tenant or to anyone claiming through the Tenant, the Tenant, within five (5) days after receipt of notice of the filing thereof, shall cause the same to be discharged by bonding, deposit, payment, court order or otherwise. The Tenant shall defend all suits to enforce such liens or orders against the Tenant at the Tenant's sole expense. The Tenant indemnifies the Landlord against any expense or damage incurred as a result of such liens or orders.

10.3 Entry

The Landlord and persons authorized by it may enter the Premises at all reasonable times to examine the condition thereof. The Landlord and persons authorized by it may enter the Premises at all reasonable times, and at any time in case of emergency, for the purpose of effecting changes, repairs or alterations to any of the fixtures, equipment

or systems contained in the Premises or adjacent thereto, or for the purpose of access to other parts of the Building, and may install fixtures, equipment and systems in the Premises for service to the Premises or other parts of the Building. [In addition, the Landlord and its employees, workmen and independent contractors, shall have access at all times without notice throughout the common areas to the attic and the roof. (Without restricting the generality of this right, this shall include but not be restricted to access for repairs, maintenance, servicing and/or operation of the paging and power system.)] In so doing, the Landlord shall interfere as little as possible with the Premises and the business of the Tenant, but shall not be liable to the Tenant with respect to any interference.

Without restricting the foregoing, the Landlord and persons authorized by it are authorized to do major renovations on the Academy building and/or the Premises, during the term of the lease and the Landlord shall not be liable to the Tenant or any third party for any interruptions to or disruption of the use of the Premises by the Tenant or third party.

AND FURTHER PROVIDED THAT if the Tenant and Landlord have not agreed to a new (or renewal of) Lease prior to the first day of November **in any term of this lease**, the Landlord shall be entitled at any time without unreasonable prior notice to enter on the premises during normal business hours for the purpose of exhibiting same to prospective Tenants.

10.4 Landlord's Repairs

Subject to Articles 4.6 and 10.6, the Landlord shall make repairs to the structural elements of the Building, consisting of the foundations, exterior walls, structural floor, columns and bearing walls supporting or surrounding the Premises as, in the sole opinion of the Landlord, shall be required. The Landlord shall also service and repair the elevator. The Landlord shall effect any repairs for which it is responsible expeditiously in the circumstances, but shall not be liable for any damages, whether direct, indirect or consequential **(including, without limiting the foregoing, loss of profits or monetary or economic loss)**, to any person or property in respect of any non-repair or for failure to carry out repairs.

There shall be no abatement of Rent pending completion of or during the performance of repairs, (or during the renovations as referred to herein).

10.5 Notice of Damage

The Tenant shall promptly notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building as soon as the Tenant becomes aware thereof, regardless of whether or not the Landlord has any obligation to repair such damage.

10.6 Damage to Building

Notwithstanding any other clause of this Lease, if the Building, (including the lands on which the Building is situated) or any part thereof becomes damaged through the **willful act**, negligence, carelessness or misuse of the Tenant, its employees or agents, or invitees, the Tenant shall be responsible for rectifying such damage, which rectification shall be performed by the Landlord at the cost and expense of the Tenant.

Article 11 — Insurance and Liability

11.1 Tenant's Insurance

- (A) General Liability Insurance - The Tenant will procure and maintain in full force throughout the term of the Lease or any renewal thereof, commercial general liability insurance with insurance companies acceptable to the Landlord protecting the Landlord and the Tenant 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 leased premises, with liability coverage in an amount not less than Eight Million Dollars (\$8,000,000.00) (and such higher limits as the Landlord may reasonably require from time to time). The Landlord shall be added as an additional insured on the policy.
- (B) Tenant's Legal Liability Insurance – The Tenant will procure and maintain through the term of this Lease or any renewal thereof, legal liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000.00).
- (C) Subrogation – The Tenant shall have no claim against the Landlord or the Landlord's insurance for any damage the Tenant may suffer, and the Tenant shall require the insurers under the insurance in subsections (A) and (B) above to waive any rights of subrogation by the respective insurers against the Landlord, its officers, councillors, mayor, agents and employees. All such policies shall also contain a severability of interest clause, a cross-liability clause, and shall be primary and shall not call into contribution any other insurance available to the Landlord or any Mortgagee of the Tenant.
- (D) Evidence of Insurance – The Tenants shall provide to the Landlord a Certificate of Insurance demonstrating that such insurance has been obtained and maintained, as herein provided and such insurances shall not be subject to cancellation except after at least thirty days prior written notice to the Landlord. All policies of the Tenant shall contain a term that the Landlord will be given 30 day's notice of intent to cancel. If the Tenant fails to comply with the requirements hereof to obtain or maintain insurance, the Landlord may, but is not required to, obtain such insurance and keep the same in effect and the Tenant shall pay to the Landlord the premium cost thereof as additional rent upon demand therefor. If the Landlord fails to obtain such insurance, the Tenant shall not have any claim or action against the Landlord for failing to obtain such insurance. Furthermore and notwithstanding the foregoing, if the Tenant fails to obtain such insurance after the expiration of ten days after notice of default by

the Landlord in writing, then the Lease shall, at the option of the Landlord, forthwith be forfeited and determined.

- (E) Premiums and Notification – The Landlord shall not be responsible for the payment of any premiums with respect to any such insurance and shall not be responsible for notifying the insurer of the Tenant of any occurrence of accident in or around the leased premises.
- (F) The Tenant agrees to pay any increased premiums, costs, charges or rates assessed for Commercial Broad Form property insurance of the Landlord, which are attributable to or in any way arise out of the occupancy of the leased premises by the Tenant, and further agrees to indemnify the Landlord from any such premiums, costs, charges or rates, and the Landlord may collect the same if unpaid as additional rent.

11.2 Compliance with Landlord's Insurance

The Tenant agrees that it and its employees, agents and invitees shall not keep, use, sell or offer for sale in or on the Premises any article or substance which may be prohibited by the insurance policies of the Landlord covering the Building, or do or omit, or permit to be done or omitted, anything which will cause any increase in the insurance premiums or the cancellation of any insurance policy of the Landlord. In the event any increase in premiums is caused by any breach of the foregoing or by any other activity of the Tenant, its employees, agents, or invitees, the Tenant shall pay such increase to the Landlord forthwith on demand. If any insurance policy is cancelled or the coverage reduced or a threat of cancellation or reduction of coverage is made by reason of anything arising out of the use and occupation of the Premises, whether or not the first sentence of this Section has been complied with, and if the Tenant fails to forthwith remedy the condition giving rise to such cancellation, reduction or threat, on notice thereof by the Landlord, the Landlord may enter the Premises and remedy the condition at the sole cost and expense of the Tenant, and in addition or in the alternative, the Landlord may exercise any other remedies provided in this Lease or by law for default by the Tenant without further notice, any other provision in this Lease notwithstanding.

11.3 Indemnity

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

Furthermore, and in addition to the foregoing:

Unless solely due to the direct fault of the Landlord, the Tenant shall indemnify and save harmless the Landlord against any and all claims, actions, causes of action,

damages, demands for damages, losses, costs (including party and party costs and solicitor and client costs) and other liabilities and expenses (including, without limitation, those in connection with bodily injury [including death], personal injury, illness or discomfort or damage to (or loss of) property and legal fees on a solicitor and client basis) due to or arising from or out of any occurrence in, on or at the Premises (or in any way related thereto, or the occupancy or use or presence by the Tenant (or any person permitted by the Tenant to be in the Building or at the Premises) or related to or in the Premises or any other part of the Building or on the Property at 97 Kaulback Street, or occasioned wholly or in part by any act or omission of the Tenant or its officers, employees, agents, contractors, invitees, licensees or by any person permitted by the Tenant to be on the Premises or in the Building (or occasioned or caused wholly or in part by any act or omission of the Tenant or anyone for whom in law it is responsible), or due to or arising out of any breach by the Tenant of this Lease.

And further without restricting the generality of the foregoing, the Tenant shall indemnify and save harmless the Landlord against all claims, actions, causes of actions, damages, demands for damages, losses, costs (including party and party costs and solicitor and client costs) and other liabilities and expenses [including, without limitation, those in connection with bodily injury (including death), personal injury, illness or discomfort or damage to property and legal fees on a solicitor and client basis] arising out of anything done or omitted by or anything done to or omitted to or suffered by or sustained by, any employee, Invitee or guest (as well as any person in the Building while at, or in, or going to or from the Premises or entering or leaving the Building or in the Common Areas and Facilities), or on the property at 97 Kaulback Street and also anyone else for whom the Tenant is responsible.

11.4 Landlord Not Liable

Notwithstanding anything else contained in this Lease, in no event, whether or not the result of the wilful act or the negligence of the Landlord, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Landlord be liable for:

- (a) damage to property of the Tenant or others located on the Premises or in the Building or on the Property;
- (b) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Building or from the water, steam or drainage pipes or plumbing works of the Building or from any other place or quarter;
- (c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
- (d) any indirect or consequential damages suffered by the Tenant (or any other person), (including, without limiting the foregoing, loss of profits or monetary or economic loss).

11.5 Landlord's Insurance

The Landlord shall, throughout the Term, maintain insurance on the Building, and the machinery, boilers, pressure vessels and equipment contained therein (other than insurance on any property which the Tenant is obliged to insure under the provisions of Section 11.1 and other than any insurance which other tenants are obliged to maintain under the provisions of their leases) against damage by fire, explosion, rupture and such other perils and in such amounts and with such insurers as the Landlord may, in its sole discretion, determine. The Landlord shall carry liability insurance for injury, death and property damage in such amounts as it deems prudent. The Tenant shall not be insured under the Landlord's policies, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.

11.6 Extended Meaning

Any and all release and indemnity clauses included in this Lease are for the benefit of the Landlord, its officers, mayor, councilors, employees and agents of each one of them and, for the purposes of such clauses, the Landlord is acting as agent or trustee on behalf of and for the benefit of the persons mentioned above.

Article 12 — Transfers by Tenant

12.1 Consent Required

The Tenant shall not assign, sublet, transfer, set over, mortgage, charge or part with or share possession of all or any part of the Premises or of this Lease (any of the foregoing being a "Transfer") without the Landlord's written approval, at its sole and absolute discretion (and which may be arbitrarily refused).

Article 13 -Default

13.1 Defaults and Remedies

If any of the following shall occur:

- (a) the Tenant fails to pay any Rent or other sums due hereunder when due, and if such Rent or other sums are not paid within five (5) days after notice is given by the Landlord of such non-payment;
- (b) the Tenant breaches any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 13.1, after notice in writing from the Landlord:
 - (i) the Tenant fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or
 - (ii) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenant fails to commence to remedy such breach within ten

(10) days of such breach or thereafter fails to proceed diligently to remedy such breach;

- (c) should the Tenant abandon the Premises, or leave them vacant for more than seven (7) days, or makes a bulk sale of its goods or sells the business conducted at the Premises, or moves, or commences, attempts or threatens to move any of its goods, chattels and equipment out of the Premises;
- (d) a writ of execution issues against the Tenant, or if the Term or any of the goods, chattels or equipment of the Tenant are taken in execution or attachment or seized by any creditor of the Tenant, whether secured or otherwise; or
- (e) the Tenant becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, or becomes involved in voluntary or involuntary winding up proceedings, or if a receiver is appointed by the court or by any creditor for the business, property, affairs or revenues of the Tenant,

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

- (f) the Landlord may perform any obligation which the Tenant should have performed or cause the same to be performed, and for such purpose may enter on the Premises and do such things thereon as the Landlord considers requisite without effecting a termination of this Lease;
- (g) the Landlord may enter the Premises and distrain on the goods and chattels of the Tenant, or may remove and sell the goods, chattels and equipment of the Tenant without any notice or form of legal process, any rule of law to the contrary notwithstanding, and the Landlord may seize and sell the goods and chattels and the equipment, whether they are within the Premises or at any place to which the Tenant or any other person may have removed them in the same manner as if they had remained and been distrained on in the Premises, and the Landlord may follow the goods and chattels for the maximum period permitted by law, and any sale by the Landlord may, in its sole discretion, be effected by public auction or private contract and either in bulk or by individual items, or partly by one means and partly by the other;
- (h) the Landlord may remove the goods, chattels, equipment and fixtures of the Tenant from the Premises and store them in a public warehouse or elsewhere at the cost of and for the account of the Tenant;
- (i) in order to relet, the Landlord may take possession of the Premises as agent of the Tenant and effect such alterations and repairs as it deems necessary or advisable for the purpose of such reletting, and it may relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and on such other terms and conditions as the Landlord, in its sole discretion, may deem advisable. Upon such reletting, all rentals received by the Landlord from such reletting shall be applied: first to the payment of the Landlord's costs and expenses of such reletting and costs of such alterations and repairs; second to the payment of any indebtedness other than Rent due from the Tenant to the Landlord; third to the payment of

arrears of Rent; fourth to the payment of Rent as it falls due; and the residue, if any, shall be held by the Landlord without interest until the end of the Term and applied from time to time in payment of Rent as the same may become due and payable, and any residue remaining at the end of the Term shall be held for the Tenant. No such reletting nor the receipt of any such rentals from any new tenant, nor the creation of the relation of landlord and tenant between the Landlord and any party to whom the Premises may have been relet, shall have the effect of exonerating the Tenant from its obligations to pay Rent hereunder as it falls due or of in any way terminating this Lease;

- (j) the Landlord may terminate this Lease by commencing an action for possession or for termination of the Lease or by notice to the Tenant. Such termination may be effected either at or after the time of the breach or at any later time and notwithstanding that the Landlord may have exercised any of its other remedies, including that set out under Section 13.1(i). In the event that the Landlord or anyone claiming under it or to whom it has rented the Premises is in possession under the provisions of Section 13.1(i), the Landlord may at any time terminate this Lease by notice to the Tenant, and thereafter any then existing or later lease of the Premises shall be for the account of the Landlord notwithstanding that such Lease may originally have been entered into as agent for the Tenant. If the Landlord enters the Premises without notice to the Tenant as to whether it is terminating this Lease under Section 13.1(j) or proceeding under Section 13.1(i) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 13.1(i) and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant;
- (k) at the option of the Landlord, the full amount of the current month's Rent and the next ensuing three (3) months' Rent shall accelerate and shall immediately become due and payable. For the purpose of this Section 13.1(k), where any of the items of Rent are not known, definite or established at the time of the exercise of such option by the Landlord, the acceleration in respect of such items shall be equal to three (3) times the average monthly instalment during the full twelve (12) month period preceding such acceleration, or if there has not been a full twelve (12) month period, it shall be equal to three (3) times the average monthly instalment since the beginning of the Term; and
- (l) on any termination for default, all fixtures, Tenant's improvements or other installations in the Premises which in law are fixtures or a part of the realty or are attached, affixed to or incorporated into or with the immovable properties situated in or on the Building, and which are not the property of the Landlord, shall, at the Landlord's option, forthwith become the property of the Landlord, and whether or not such fixtures are in the nature of Tenant's trade fixtures and whether or not they would be removable by the Tenant at the expiry of the Term if there had been no default, (and the Landlord shall have no obligation to compensate the Tenant therefor).

13.2 Interest and Costs

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

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

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

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

13.3 Waiver by Tenant

Notwithstanding anything contained in any statute at the present time or in the future in force, the Tenant agrees with the Landlord that none of the Tenant's goods or chattels on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and that the Landlord may follow the Tenant's goods or chattels without limitation of time, and that on any termination of this Lease by the Landlord under the terms hereof, the Landlord may enter or take possession of the Premises without judicial order, a writ of possession or any other legal process, and without notice to the Tenant except as provided under this Lease. The Tenant waives all and every benefit that could or might have accrued to the Tenant, but for this Section, by virtue of any

present or future statute dealing with the matters set out in this Section. The Tenant agrees that on any claim being made for an exemption from levy by distress, or that the Landlord must proceed by judicial process to obtain possession, or with respect to any of the other rights dealt with herein, this Section may be pleaded as an estoppel against the Tenant in any action brought in which the rights of the Landlord to take the steps set out in this Section are in question.

13.4 Enforcement by Landlord

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

13.5 Remedies Cumulative

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

Article 14 — End of Term

14.1 Expiration

On the expiration of the Term, the Tenant shall surrender and yield up the Premises to the Landlord in as good condition as the Tenant is required to maintain the Premises throughout the Term and the Tenant shall deliver to the Landlord all keys to the Premises and the Building and the combination of all locks, safes and vaults, if any, in the Premises.

14.2 Removal at End of Term

Subject to any alterations or leasehold improvements made to the Premises that have been approved by the Landlord prior to or during the Term of the Lease, the Tenant shall on any surrender of possession of the Premises remove such of its fixtures,

leasehold improvements and equipment which are incorporated into, affixed or attached with permanency to and which have become a part of the realty or immoveable property comprising the Building, as the Landlord may require. In effecting such removal the Tenant shall do no damage to the Premises or any parts of the Building. Any of the foregoing fixtures, leasehold improvements and equipment which are not required to be removed by the Landlord shall on surrender of possession by the Tenant become the sole and exclusive property of the Landlord without payment to the Tenant. Notwithstanding the foregoing, where required by the Landlord, the Tenant shall return the Premises to the condition in which it existed at the beginning of the Term. Subject to the foregoing, when not in default at the expiration of the Term, the Tenant may remove its furniture and trade fixtures other than those referred to in this Section.

Provided nevertheless, the foregoing clause is subject to the provisions of clause 13.1(l) hereof.

14.3 Surviving Obligations

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

14.4 Overholding

If the Tenant remains in possession of the Premises after the end of the Term with the consent of the Landlord and without the execution and delivery of a new lease or without having entered into negotiations for a new lease, which negotiations will be evidenced in writing, then there shall be no tacit renewal of the Lease or renewal or extension of the Term, nor shall a tenancy from year to year be created, but notwithstanding any statutory provisions to the contrary, a monthly tenancy shall be created, which may be terminated by either party on one (1) month's notice. Rent shall be payable in advance on the first day of each month equal to the sum of:

- (a) two hundred percent (200%) of the monthly instalment of Gross Rent payable during the last year of the Term; and
- (b) one twelfth (1/12) of the amount of all other items of Rent determined in the same manner as if the Lease had been renewed for the year of which any such month is a part, and otherwise on the terms and conditions set out in this Lease, insofar as they are applicable; and
- (c) HST on the foregoing.

Article 15 — Miscellaneous

15.1 Force Majeure

Notwithstanding anything herein contained, neither the Landlord nor the Tenant shall be in default with respect to the performance of any of the terms of this Lease if any non-performance is due to any strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the control of the party relying on this Section (other than lack of or inability to obtain financial resources by such party). Otherwise, time shall be of the essence of this Lease and all the obligations contained herein. The provisions of this Section 15.1 shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease.

15.2 Entire Agreement

This Lease contains the entire agreement between the parties and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth herein. Notwithstanding the terms thereof, this Lease fully replaces and supersedes any offer, agreement, letter, letter of intent or other contractual arrangement between the parties related to the Premises or the Building in existence at the time of execution of this Lease.

15.3 Severability

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

15.4 Captions

The captions, Article and Section names and numbers and table of contents appearing in this Lease are for convenience of reference only, and in no way define, limit or describe the scope or intent of any portion of this Lease and have no effect on its interpretation.

15.5 Extended Meanings

The word "Tenant" as used herein shall include each and every person or corporation mentioned as Tenant herein and their personal representatives, heirs, executors, administrators, successors and permitted sub-tenants or permitted assigns. Where the context allows, the word "Tenant" shall include the servants, employees, agents,

invitees, patrons, customers, and licensees of the Tenant and all others over whom the Tenant might reasonably be expected to exercise control. This extended meaning shall not confer any rights where any required consent has not been duly obtained. The word "Landlord" as used in this Lease shall be deemed to include the successors and assigns of the Landlord. The Landlord may act through such managers, representatives, officers, agents or employees as it may from time to time appoint. All references to the Landlord or the Tenant or others under this Lease shall be construed and adjusted for the applicable gender and number, regardless of the gender and number in which they are expressed. All provisions of this Lease creating obligations on any party shall be deemed to be and shall be construed as covenants.

15.6 Notices

- (1) Any notice required or permitted under this Lease may be sufficiently given to the following addresses:

To the Landlord: PO Box 129
 119 Cumberland St
 Lunenburg, Nova Scotia B0J 2C0
 Attention: Manager/Clerk

To the Tenant and
 also to the
 Indemnifier: 105 Townsend Street
 Lunenburg, Nova Scotia B0J 2C0

- (2) Any party may by notice in writing to the others from time to time designate another address in Canada to which notices given more than ten (10) days thereafter shall be addressed. Notices shall be sufficiently given if delivered or if sent by prepaid registered mail from any place in Canada to such address. Service on an officer or director of the Tenant shall be deemed service on the Tenant. Any notice so delivered shall be deemed to have been given when delivered, and any notice so mailed shall be deemed to have been given on the third day after mailing; provided, however, that in the event of an interruption of mail services at the time of such mailing or within three (3) days thereafter, by reason of strike, wildcat strike, lock-out, industrial dispute or other reason, whether of the foregoing nature or not, the notice shall not be deemed to have been received until it is actually delivered, whether by mail or otherwise.

15.7 No Lease Prior to Execution

The submission of this Lease for examination by the Tenant, whether or not executed by the Landlord, shall not constitute an offer or agreement nor shall there be any

obligation on the part of the Landlord towards the Tenant hereunder, until the Lease has been fully executed and delivered by both the Landlord and the Tenant.

15.8 Governing Law

This agreement shall be construed in accordance with and governed by the laws of the Province of Nova Scotia.

15.9 Personal Information

Any Tenant consents to the collection and use of the personal information of its officers and directors, as provided directly or collected from third parties, for the purposes of the Landlord considering the Tenant's offer in respect of this Lease and determining the suitability of the Tenant (both initially and on an on-going basis), including the disclosure of such information to existing and potential lenders, investors and purchasers.

15.10 No Joint Venture

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

15.11 Indemnity Agreement

In consideration of the Landlord's execution of this Lease, the Indemnifier covenants jointly and severally with the Tenant, as a principal obligor and not as a surety, that the Tenant will perform all of its obligations under this Lease, and that the Indemnifier will execute the Indemnity Agreement in the form attached as Schedule "D". The Indemnity Agreement shall be deemed to have been executed and delivered by the Indemnifier to the Landlord on the execution and delivery of this Lease, whether or not the indemnity Agreement is separately executed and delivered.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the day and

year first written above.

Witness

Ernest Hadley, Indemnifier

DRAFT

Witness

Nevermore Press Ltd., Tenant
I have authority to bind the Corporation

(affix corporate seal)

TOWN OF LUNENBURG

Per:

Witness

Name:
Title:

Per:

DRAFT

Witness

Name:
Title:

(affix Municipal seal)

Schedule "A"
Description of Building

The building located at 97 Kaulback Street, Lunenburg, Nova Scotia B0J 2C0 known as Lunenburg Academy located on property shown as PID 60058831 in Nova Scotia Property Online.

Schedule "B" Description/Plan of Premises



G.F. DUFFUS & CO. LTD.

NOTE:
BASED ON SURVEY AND ARCHITECT'S
PLANS AND SPECIFICATIONS

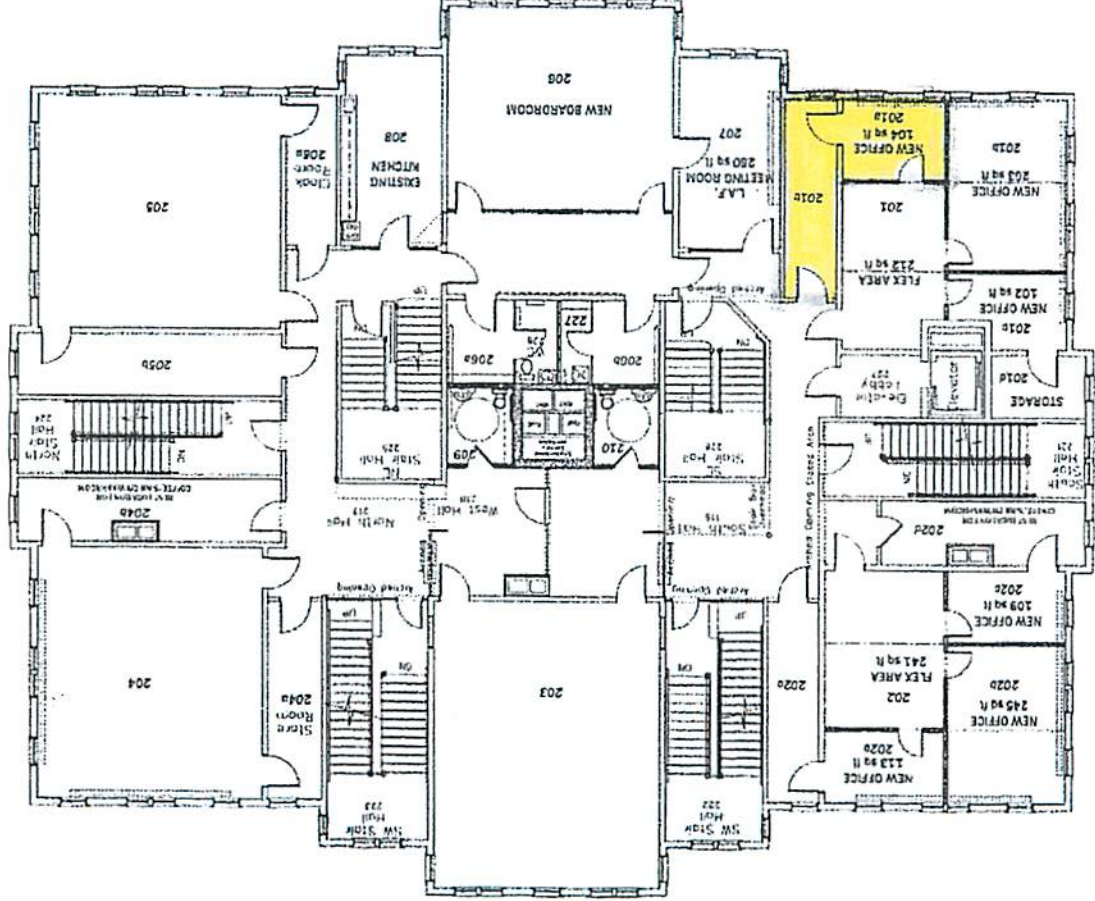
LUNENBURG ACADEMY INTERIOR UPGRADES - 2015 LUNENBURG, NOVA SCOTIA, CANADA

BASE - SECOND FLOOR PLAN

SCALE: NTS



014
APRIL 2015
A-2



Schedule "C"
Rules and Regulations

1. Ingress or Egress

The sidewalks, entrances, elevators, stairways or corridors of the Building shall not be obstructed by the Tenant or used by it for any purpose other than ingress and egress to and from the Premises. The Tenant shall not place or allow to be placed in the hallways, corridors or stairways any waste paper, dust, garbage, refuse or anything whatsoever that tends to make them appear unclean or untidy.

2. Windows

Windows that reflect or admit light into halls or corridors in the Building shall not be covered or obstructed by the Tenant or any of its employees and no awning shall be erected over any window without the written consent of the Landlord. The Tenant shall observe strict care not to allow windows admitting light into the Premises to be opened or remain open so as to admit rain or snow, or so as to interfere with the heating of the Premises or of the Building.

3. Washrooms

The toilets and other plumbing apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to the toilets and other plumbing apparatus from misuse shall be borne by the Tenant who or whose employees caused it.

4. Locks

The Tenant shall not place or allow to be kept or placed on any door in, on or leading into the Premises any lock or bolt except such locks or bolts as the Landlord shall, in the exercise of reasonable discretion, provide. The Tenant shall bear the cost of repairing all locks damaged or destroyed by the Tenant, its employees and agents.

5. Heavy Articles

The Tenant agrees that it shall not bring into the Building or the Premises any safes or other heavy articles without having first obtained the consent in writing of the Landlord, which consent shall be subject to such conditions, directions and stipulations as the Landlord may in its sole and absolute discretion deem proper to impose.

6. Machines and Mechanical Devices

The Tenant shall not bring or allow to be brought into the Premises any machine or mechanical device of a nature to occasion noise or vibration which, in the opinion of the Landlord, is objectionable or would be injurious to the Building.

7. Caretaking

The Landlord will only provide cleaning services for the common areas (including washrooms). The Tenant shall be responsible for the cleaning of the premises.

8. Walls

The Tenant shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors, wood, stone or ironwork. Boring, cutting or stringing of wires or pipes shall not be permitted, except with the prior written consent of the Landlord.

9. Wiring

Wiring for all purposes is to be run in the under floor ducts provided for that purpose. Inserts and stand-pipes for each telephone will be installed by the Landlord. Other services required by the Tenant, and to which the Landlord has given its consent, will be supplied and installed by the Landlord at the Tenant's expense. Changes and additions required by the Tenant will be made by the Landlord at the Tenant's expense. Additional lighting fixtures and changes in position of fixtures already installed to which the Landlord has given its consent will be made at the expense of the Tenant.

10. Use of Premises

No person shall use the Premises or any part thereof for sleeping apartments or for residential or any immoral or unlawful purpose (or for any purpose other than the purposes specifically provided in its Lease).

11. Glass, Locks and Trimmings

All glass, locks and trimmings in or on the doors or windows affording access to or admitting light into the Premises or any part thereof shall be kept whole by the Tenant. Whenever any part thereof shall become broken, the Tenant shall immediately cause the same to be replaced or repaired by some person or persons selected by the Landlord to the satisfaction of the Landlord, and such replacement or repairs shall be paid for by the Tenant.

12. Bicycles

No bicycles or other vehicles shall be brought within the Building.

13. Musical or Sound-Producing Devices

The Tenant shall not operate or permit to be operated any musical or sound-producing instrument or device inside or outside the Premises which may be heard outside the Premises.

14. Window Drapes

The lining of all window drapes of exterior windows shall be subject to the prior approval of the Landlord as to colour and material and the Tenant shall not hang, and will remove, any draperies which, in the Landlord's opinion, do not conform to a uniform scheme of window coverings established for the Building.

15. Name of Building

The Tenant shall not refer to the Building by any name other than that designated from time to time by the Landlord nor use the name of the Building for any purpose other than that of the business address of the Tenant.

Schedule "D"

Indemnity Agreement

This Agreement is made as of the 15th day of March, 2020.

Between:

**Ernst Hadley of Lunenburg, Nova Scotia
(the "Indemnifier")**

and

**Town of Lunenburg, a Municipal body Corporate
(the "Landlord")**

WHEREAS the Indemnifier and Nevermore Press Ltd. (the "Tenant") have requested the Landlord to enter into a lease (the "Lease") effective as of the 15th day of March 2020 between the Landlord, as landlord, and the Tenant, as tenant, relating to premises at the Lunenburg Academy, 97 Kaulbach Street in Lunenburg (the "Building"), and the Landlord has agreed to do so only if the Indemnifier executes and delivers this Agreement under seal in favour of the Landlord;

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which are acknowledged by the Indemnifier), the Indemnifier agrees with the Landlord as follows:

- 1. The Indemnifier covenants with the Landlord that the Tenant will pay all Rent, Additional Rent (as defined in the Lease) and other amounts payable by the Tenant under the Lease and will observe each and every obligation contained in the Lease on the part of the Tenant to be performed and observed, all in accordance with the terms of the Lease, and that if the Tenant shall be in default under the Lease, the Indemnifier shall forthwith, on demand, pay to the Landlord such moneys and perform such obligations and pay any and all damages resulting from any nonpayment or non-performance. The Indemnifier agrees with the Landlord that it shall be jointly and severally liable with the Tenant for all of the Tenant's obligations under the Lease, as if he were separately named as a tenant under the Lease.**
- 2. The liability of the Indemnifier shall be absolute and unconditional irrespective of, and shall not be released, discharged, limited or otherwise affected by, any action or omission by the Landlord in connection with the Tenant, the Lease or any claim or demand, right of set-off or counterclaim which the Tenant may have in connection with the Lease, or any other circumstances which might otherwise constitute a legal or equitable defence available to, or a complete or partial release of, the Tenant in respect of the Lease or the Indemnifier in respect of this Agreement.**

3. The Landlord may, without releasing, discharging, limiting, exonerating or otherwise affecting the Indemnifier in whole or in part, and without obtaining the consent of or giving notice to the Indemnifier:
 - (a) deal with the Tenant in respect of the Lease;
 - (b) grant time, renewals, extensions, indulgences, releases and discharges to the Tenant;
 - (c) take security from or give up security from the Tenant, or refrain from taking security from or perfecting security of the Tenant; and
 - (d) otherwise deal with the Tenant, the Indemnifier and all other persons and security as the Landlord may see fit. The Landlord shall not be obliged to exhaust its recourse against the Tenant or other persons or any security it may hold before being entitled to payment under this indemnity.

Without restricting the generality of this clause, this indemnity shall apply to any renewal of the lease.

4. The obligations of the Indemnifier hereunder shall not be released, discharged or affected by the bankruptcy or insolvency of the Tenant or any proposal made by it or any repudiation of the Lease pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, or any successor or similar legislation, or any disclaimer by any trustee in bankruptcy or by the Tenant ceasing to exist (whether by winding-up, forfeiture, cancellation, surrender of charter or otherwise) or by any event terminating the Lease. If the Lease is terminated prior to the end of its term, except by surrender duly accepted by the Landlord, then, at the option of the Landlord, the Indemnifier shall execute a new lease of the Premises between the Landlord as landlord and the Indemnifier as tenant for a term equal in duration to the residue of the term remaining unexpired at the date of such termination, and in all other respects on the same terms and conditions as the Lease.
5. The Indemnified obligations hereunder may be assigned by the Landlord, and will benefit and be enforceable by the successors and assigns of the Landlord. The Indemnifier's obligations shall be binding on him and his legal representatives, heirs, executors, administrators, and permitted assigns, as the case may be.
6. This Agreement shall be read with all changes of number and gender required of the context.

IN WITNESS WHEREOF the Indemnifier has executed this Agreement under seal.

Signed, sealed and delivered
in the presence of:

Name of Witness:

Ernest Hadley

DRAFT



