

**TOWN OF LUNENBURG COUNCIL MEETING MINUTES**

**TUESDAY, APRIL 27, 2021 AT 6:00 P.M.**

**LUNENBURG TOWN COUNCIL CHAMBER AND LIVE BROADCAST**

---

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

**ALSO PRESENT:** Paul Bracken, Facilities Superintendent  
Pat Burke, Q.C., Town Solicitor  
Kelly Cunningham, Recreation Director  
Lisa Dagley, CPA, CGA, Finance Director  
Arthur MacDonald, Heritage Manager  
Dennis MacPherson, M. Eng., P. Eng., Town Engineer  
Kathleen Rafuse, Accountant  
Bea Renton, Chief Administrative Officer  
Dawn Sutherland, Planning/Development Manager

---

1. Call to Order

The Mayor called the meeting to order at 6:00 p.m.

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

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

3. Agenda

**Motion:** moved and seconded approval of the agenda with the addition of John Benton's request to remove a Town tree at 116 York Street. **Motion carried.**

4. April 13, 2021 Council meeting minutes

**Motion:** moved and seconded approval of the April 13, 2021 Council meeting minutes. **Motion carried.**

5. Public Hearings, Presentations and Questions

- a. Anne Macleod Weeks, Faune Creaser and Virginia Stephen, Plan B Housing Society, regarding Plan B Housing Project

Ms. Weeks, Creaser and Stephen presented their proposal for accessible and innovative housing options for the community (**Schedule “A”**). They are eager to work with developers and the Town to achieve housing solutions which align with the Town’s Comprehensive Community Plan. There is interest in developing a new “pocket neighbourhood” on a larger parcel of land and/or possibly smaller parcels. A mix of housing would be ideal to meet the range of community needs they have identified through their research. The formation of a housing task force with the Town to advance these initiatives is proposed for which they could act as facilitators.

In response to Council questions the representatives explained in part that they have explored on site sewer systems with the assistance of a local engineering firm. Such systems could be installed by the developer and maintained by same or turned over to the Town to operate. This would be if there are servicing and/or capacity issues within Town. Further, they have examined a variety of sites for potential pocket neighbourhood development including Blockhouse Hill, Masons Beach Road and some other smaller parcels. It is important for any such development to be walkable to the Town centre to access services. Funding sources may be available from external sources. The development would be amenable to all demographics and could provide varying rental and ownership terms.

Council advised that they will consider their proposal further and reply.

6. Correspondence, Petitions and Proclamations Consideration

7. Business Arising from the Minutes/Unfinished Business

- a. Sarah Ensslin, P. Eng., regarding CBCL Engineering Wastewater Treatment Plant Pre-Design Progress Report regarding Buildings’ Condition Assessment and Preliminary Outfall Extension Analysis – interim reports for information

Ms. Ensslin summarized their building findings and cost estimates to maintain them in future (**Schedule “B”**).

She noted as well that they are examining the feasibility of extending the treated effluent outfall on Bluenose Drive. Two meters of water depth and 100 meters from shore without interference with the shipping channel is needed to properly situate an extension. The inner Harbour does not disperse the treated effluent as well as areas closer to the mouth of the Harbour.

CBCL Engineering has identified a variety of capital projects for inclusion in their additional report components. Their analysis further includes an evaluation of different treatment technologies to determine the most suitable for future use whether in addition to or as replacement technology. Further reports will follow.

- b. Proposed Committees of Council Policy amendment to dissolve the Lunenburg War Memorial Community Centre/Recreation Committee and Active Transportation Sub-Committee

Motion: moved and seconded approval of amendments to the Committees of Council Policy to dissolve the Lunenburg War Memorial Community Centre/Recreation Committee and Active Transportation Sub-Committee (Schedule "C").

Appreciation was expressed for the contributions of (Sub-) Committee members for their work on these bodies over the years.

The motion was put and passed.

8. Committee Meeting Minutes, Recommendations, Reports and Notices of Motion

a. Protective Services Committee April 8 Meeting Minutes

The minutes were noted for information only.

b. Planning Advisory Committee April 12 Meeting Minutes

Council considered Committee recommendations which they put forward as one motion as follows.

Motion: moved and seconded to –

- enter into a Development Agreement to add a third residential unit at 6 Victoria Road, PID 600557531, and give first reading and set a public hearing date to further consider same (Schedule "D");
- enter into a Development Agreement to add a third residential unit at 185 Pelham Street, PID 60061704, and give first reading and set a public hearing date to further consider same (Schedule "E"); and
- amend the text of the Land Use By-law, Part 16.1 Permitted Developments, under existing residential uses as follows, by inserting after "61 Tannery Road ABCO":
  - i. 200 Montague Street*
  - ii. 268 Montague Street*
  - iii. 272 Montague Street, converted dwelling with 3 units*

and give first reading and set a public hearing date to further consider same (Schedule "F").

Motion carried.

c. Heritage Advisory Committee April 19 Meeting Minutes

Motion: moved and seconded approval of the recommendation to award the Town's 2021 Heritage Recognition Awards to 12 Burma Road, 71 Prince Street, 25 Hopson Street, 97 Kaulbach Street and 169 Montague Street properties. (Schedule "G"). Motion carried.

Motion: moved and seconded that staff complete the nomination process to nominate the Lunenburg Academy Restoration for a Nova Scotia Heritage Trust Award. Motion carried.

d. Committee of the Whole Public April 20, 2021 Meeting Minutes

Motion: moved and seconded approval of the 2021/22 Water Utility Operating budget in the amount of \$1,641,100 and Water Utility Capital budget in the amount of \$668,000 and approval of the 2021/22 Electric Utility Operating budget in the amount of \$6,764,100 and Electric Utility Capital budget in the amount of \$573,800 (Schedule "H"). Motion carried.

Councillor Halverson gave notice of motion of proposed amendments to the Provincial Volunteer Recognition and Representative Volunteer Selection Process Policy (Schedule "I") for further consideration at the May 11 Council meeting.

9. New Business

a. Recreation Capital Budget 2021/22 Capital Purchase Floor Scrubber Pre-Approval

Motion: moved and seconded pre-approval of the 2021/22 capital purchase of a \$7500 floor scrubber for the Recreation Department to be paid for from the Town's General Capital Reserve as per the staff report (Schedule "J"). Motion carried.

b. Town Tree Removal Request, 116 York Street by John Benton Property Owner/Duplex Developer

Council considered the request of the applicant, John Benton, to remove a Town tree on the property line at 116 York Street, because it impedes the construction of a duplex on the lot (Schedule "K"). Gerry Rolfsen the duplex designer advised that it cannot be constructed without removing the tree. Staff recommend removal of the tree subject to the provisions outlined in the applicant's letter with the additional requirement of: a traffic safety plan acceptable to the Town Engineer/Traffic Authority; the applicant contracts for tree removal and pays for half of the cost at \$600 approx.; the contractor shall provide the Town with proof of current Workers Compensation coverage and add the Town to their general commercial liability insurance policy as an additional insured; and property owner shall provide the Town with a \$200 donation for a new tree to be purchased and planted by the Town.

Motion: moved and seconded removal of the tree at 116 York Street subject to the provisions outlined in the applicant's letter (Schedule "K") with the additional provisions of: a traffic safety plan acceptable to the Town Engineer/Traffic Authority; the applicant contracts for tree removal and pays for half of the cost at \$600 approx.; the contractor shall provide the Town with proof of current Workers Compensation coverage and add the Town to their general commercial liability insurance policy as an additional insured; and property owner shall provide the Town with a \$200 donation for a new tree to be purchased and planted by the Town. Motion carried.

## 10. Meet in camera

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

- Lunenburg Academy leases and potential sale/lease of Town buildings, section 22 (2) (a) Municipal Government Act
- Labour relations, section 22 (2) (d) Municipal Government Act
- Contract negotiations for a Town License Agreement, section 22 (2) (e) Municipal Government Act

Motion carried.

7:04 p.m. Council recessed and then met in camera.

## 11. Resumption of Council meeting in public session

Council reconvened in public session at 8:59 p.m. and considered the following recommendations for potential adoption adopting them as one consolidated motion.

Motion: moved and seconded that:

- The Town shall enter into a Lease with West Island College International for Education and Sail Training Ltd. (Class Afloat) for a six month term in the form attached hereto as Schedule “L”; and the Town shall enter into a Lease with West Island College International for Education and Sail Training Ltd. (Class Afloat) for a one year term in the form attached hereto with the inclusion of Option B in Clause 2.3 and the deletion of Option A; and the Mayor and CAO are authorized to execute these documents on behalf of the Town and affix the municipal seal thereto.
- The Town enter into the Exclusive License Agreement with Sea Weed Tours Incorporated attached hereto as Schedule N and the Mayor and CAO are authorized to execute the document on behalf of the Town and affix the municipal seal thereto (Schedule “M”).
- The Town enter into the attached Inter-Municipal Accessibility Agreement which the Mayor and CAO may sign on behalf of the Town (Schedule “N”).
- The Town considers the Navy League of Canada to be a non-profit organization that is carrying on an activity that is beneficial to the Town through the Lunenburg Branch of the Nova Scotia Mainland Division of the Navy League of Canada (known as the Royal Canadian Sea Cadet Corps 39 Neptune); and the Town shall enter into a lease with the Navy League of Canada in the form attached hereto as Schedule “O”; and the Mayor and CAO are authorized to execute the lease and affix the municipal seal thereto.

Motion carried.

12. Adjournment

The meeting was adjourned at 9:00 p.m. by the Mayor.

---

Bea Renton, CAO

# Lunenburg Plan Housing Society

## Where we started

### Our objectives:

- To explore accessible and innovative housing options, as well as address needs for appropriate services
- To encourage the creation and stimulation of diverse, engaged, and supportive neighbourhoods
- To champion creative, artful planning and building that will result in sustainable, adaptive, eco-friendly housing
- To look to models of housing which provide right-fit solutions for individuals to ensure all aspects of well-being

## What we know about our Core Group

We will not be developers but are willing to be involved in seeking out developers

We have the skills to investigate , research, or explore possibilities

Like the general population we have varying interests in community developme

## What we've done so far

### Property we toured

Homeport  
4 Corners  
Blockhouse Hill

### Places we looked at

The Maples, Antigonish  
Camro, Berwick  
Chandler's Cove , Chester  
Kwyet Waters, north of Chester  
Studied pocket neighbourhood concept

### What we learned about

ICF building technology  
Optional possible wastewater technology (ABLE)  
Energy options such as solar, heat pumps, etc

## We recognize that Lunenburg has:

- A broad spectrum of households including many singles and active seniors
- a shortage of housing options for those coming to town, alone or with their families, to study, to teach, to perform, to work at such places as Eurocentre, Lunenburg Academy of Music Performance, and Harbourview, or for those coming to work on projects or contracts
- More potential land development sites to investigate
- a well educated population that values both heritage homes and contemporary, good design



## Who we talked with

Local developers

Erica Brooks and Project Lunenburg and participated in all Project Lunenburg consultations

Dawn Sutherland

Eurocentre Language School

LAMP

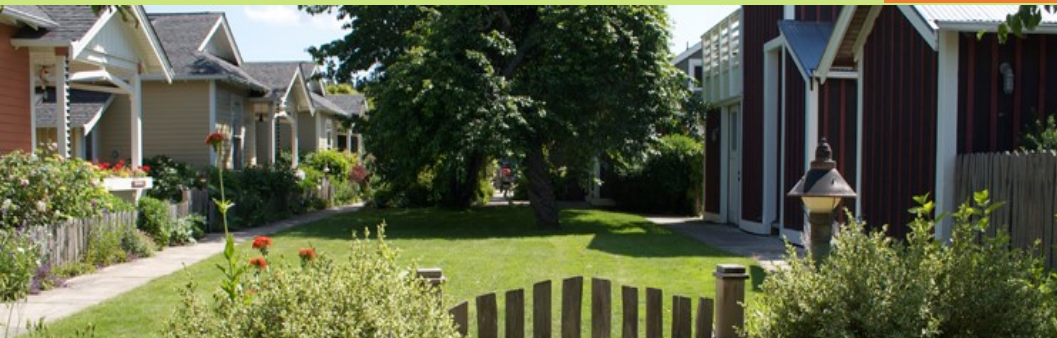
## What we see as priorities for a new neighbourhood



- Green space to integrate nature (open green areas, gardens, pathways, trees, and outdoor relaxation and social spaces)
  - Individually owned units, cost range of \$250K-\$450K
  - Accessibility elements such as single story, accessible design throughout, open concept living, dining, kitchen, extra lighting, etc.
  - Long lasting/low maintenance materials, efficient heating/cooling
  - Private outdoor spaces ie deck, balcony, courtyard, porch
- Variety of housing types, depending on lot size and cost: single-story standalone, side by side duplex and townhouses, apartment-style multi-unit, rental units including affordable housing
  - Potential for live/work homes
  - Walking distance to services preferred; and/or available community transit to services
  - LEED compliant, with innovative eco elements
  - Innovative aesthetic: Contemporary exterior/interior design preferred
  - All owned units, all rented units, or some combination of owned *and* rented units
  - Some shared community amenities such as meeting room, library, workshop, kitchen
  - Parking lot; parking behind each unit; covered parking (if no garage) for groups of units



## What model we would like to see in Lunenburg



- Partnership model compliant with the Comprehensive Community Plan
- Mixed housing
- Strong design aesthetic that introduces complementary architecture to the heritage inventory

*A pocket neighbourhood*

# Lunenburg Plan <sup>B</sup> Housing Society

Presentation to Lunenburg Town Council

April 27 2021

# Where we started

## *Our objectives:*

- To explore accessible and innovative housing options, as well as address needs for appropriate services
- To encourage the creation and stimulation of diverse, engaged, and supportive neighbourhoods
- To champion creative, artful planning and building that will result in sustainable, adaptive, eco-friendly housing
- To look to models of housing which provide right-fit solutions for individuals to ensure all aspects of well-being

## *We recognize that Lunenburg has:*

- A broad spectrum of households including many singles and active seniors
- a shortage of housing options for those coming to town, alone or with their families, to study, to teach, to perform, to work at such places as Eurocentre, Lunenburg Academy of Music Performance, and Harbourview, or for those coming to work on projects or contracts
- More potential land development sites to investigate
- a well educated population that values both heritage homes and contemporary, good design
- a shortage of affordable and available housing for all ages

## What we know about our Core Group

- We will not be developers but are willing to be involved in seeking out developers
- We have the skills to investigate , research, or explore possibilities
- Like the general population we have varying interests in community development

## What we've done so far

### Property we toured

Homeport  
4 Corners  
Blockhouse Hill

### Places we looked at

The Maples, Antigonish  
Camro, Berwick  
Chandler's Cove , Chester  
Kwyet Waters, north of Chester  
Studied pocket neighbourhood  
concept  
<https://www.pocket-neighborhoods.net/>


### Who we talked with

Local developers  
Erica Brooks and Project  
Lunenburg and participated in  
all Project Lunenburg  
consultations  
Dawn Sutherland  
Eurocentre Language School  
LAMP

## What we learned about

ICF building technology  
Optional possible wastewater technology  
(ABLE)  
Energy options such as solar, heat pumps,  
etc



- 
- Green space to integrate nature (open green areas, gardens, pathways, trees, and outdoor relaxation and social spaces)
  - Individually owned units, cost range of \$250K-\$450K
  - Accessibility elements such as single story, accessible design throughout, open concept living, dining, kitchen, extra lighting, etc.
  - Long lasting/low maintenance materials, efficient heating/cooling
  - Private outdoor spaces ie deck, balcony, courtyard, porch
  - Potential for live/work homes

What we see  
as priorities  
for a new  
neighbourhood



- Variety of housing types, depending on lot size and cost: single-story standalone, side by side duplex and townhouses, apartment-style multi-unit, rental units including affordable housing
- Walking distance to services preferred; and/or available community transit to services
- LEED compliant, with innovative eco elements
- Innovative aesthetic: Contemporary exterior/interior design preferred
- All owned units, all rented units, or some combination of owned *and* rented units
- Some shared community amenities such as meeting room, library, workshop, kitchen
- Parking lot; parking behind each unit; covered parking (if no garage) for groups of units



# What model we would like to see in Lunenburg

Partnership model compliant with the  
Comprehensive Community Plan

Mixed housing

Strong design aesthetic that introduces  
complementary architecture to the heritage  
inventory

*A pocket neighbourhood*

Our rapidly  
shifting  
housing reality

## Statistics that relate to local Housing Sales

As of Saturday, April 24<sup>th</sup>;

- there were 5 single family homes for sale in the Town of Lunenburg
- The average of all the asking prices of those 5 homes is \$567,760. The median (middle) price would be \$416,300.

According to the Nova Scotia Association of Realtors (NSAR):

- In the Town of Lunenburg from March 2020 to March 2021 there have been 41 homes sold + 5 more that have had all their conditions met and are expected to close. These sales indicate approximately a 60% increase over the year prior.
- The monthly supply of homes for sale in the Town of Lunenburg from 2018-2021 is down 66.7%.



*In all of Lunenburg County the following is recorded:*

	<u>2020</u>	<u>2021</u>	<u>%Change</u>
New Listings	68	91	+33.8%
Closed Sales	48	87	+81.3%
Days on Market to Sell	107	51	- 52.3%
Median Sales Price	\$173,700	\$377,992	+90.0%
Inventory of Homes for Sale	308	106	-65.6%

# What We Propose

Since Housing in the Town of Lunenburg may be receiving a higher priority under the CCP:

- Plan B can offer support to address and specifically focus on housing development within our town limits.
- We recommend the formation of and participation in a Housing Task Force or other committee directed to improve those goals under the CCP.

*That Task Force will work on Lunenburg housing development with Council's visions for development, the guidance of Project Lunenburg, and using the work Plan B has done to date.*

*Plan B can help by:*

Supporting

Contributing

Facilitating





Building Condition Report, Outfall and Upgrades Update

# Lunenburg WWTP



# Introduction



- This presentation is an update for you on the progress of the WWTP project. No decision is needed at this time.
- The Building Condition Assessment Report is the first deliverable.
- It shows what work will likely be needed in the next 25 years to maintain the existing building in good condition.





# Building Condition Report

- Snapshot of the condition of the buildings and building systems (plumbing, electrical, roofing, etc.) based on visual assessment.
- Does not include process items.
- Code compliance by visual assessment only; not an in-depth study of code compliance.





# Main Findings: Process Building

- **Overall, the building is in acceptable condition, as expected due to its age.**
- **Some items are nearing the end of their reliable service life.**
- Roofing is likely original. It has a ~20-year service life and will need to be replaced in the next 5 years.
- Some mechanical systems are likely original. They have a ~20-year service life and will need to be replaced in the next 5 years, especially the Air Handling Unit.
- Some electrical equipment has significant corrosion damage and should be replaced soon.
- Exterior lighting has some damage due to faulty controls. This could be replaced with high-efficiency LED units.
- Minor repairs are recommended to address corrosion, deteriorated finishes, cracks in concrete and other minor deficiencies.



# Main Findings: Bioreactor Building

- **Overall, the building is in acceptable condition, as expected due to its age.**
- Fibreglass roof will need to be replaced in 20+ years. Washing and coating may be recommended now.
- Repairs are recommended to corroded doors and hardware, wires, walkway railings, and exterior stairs & railings.
- Electrical junction box inside building should be properly supported.
- Interior lighting could be replaced with high-efficiency LED units.



# Main Findings: Biofilter Fan Building

- Overall, the building is in near-new condition.
- Nothing requires replacement in the near future.



# Building Condition Assessment Costs

- The probable cost to replace / repair all the identified building component deficiencies over the next 25 years is as follows:
  - 0 – 5 years: \$291,800
  - 5 – 10 years: \$306,500
  - 10 – 15 years: \$67,500
  - 15 – 20 years: \$225,080
  - 20 – 25 years: \$635,900
- Opinions of probable cost are expressed in 2021 dollars and do not include HST or any allowance for interest, inflation, or Covid-19 effects.
- These are suitable for global budgeting purposes, but additional engineering design work would be required to prepare project-level budgets.



# Outfall Extension



- **Two options are being identified for further engineering design work**
- Existing outfall location was compared to four extension options in Front Harbour. There are considerable differences between options in how well the effluent is dispersed.
- Inner Harbour outfall locations don't disperse the effluent as well as locations farther out in the Harbour.



# Near Term Upgrade Items

- Design criteria have been set for the items included (on the next slide)
- Equipment Suppliers have been contacted for quotes and information.
- Next steps are to provide designs for each item and make drawings.



# Near Term Upgrade Items

- Replace headworks screen and compactor
- Resolve grating and hatch issues
- Replace Aeration Blowers & separate air header into two zones.
- Add online instrumentation in Bioreactor
- Investigate DAF polymer makedown equipment options
- Replace polymer dose pumps
- Investigate DAF level control options: include manifolded manual weir
- Add additional UV disinfection bank & Investigate retrofit of UV wiper
- Exhaust Drops in Process Room for H<sub>2</sub>S control
- Blower room heat dissipation
- Service water supply to Bioreactor
- Replace grit and water supply pipework in headworks
- Investigate and repair/replace compressor pipework
- Flood protection
- Standby Generator for critical equipment



# Project Lunenburg Expansion

- Design criteria have been set and sent to equipment suppliers for quotations.
- This includes the following technologies:
  - Moving Bed Bioreactor/Dissolved Air Flotation (same as existing)
  - Membrane Bioreactor
  - Sequencing Batch Reactor
- Next steps are to put together process schematics and compare sizing to available space on site, once supplier quotations arrive.



Any questions?






# Building Condition Assessment Town of Lunenburg Wastewater Treatment Plant



Draft Report

210803.01.00 • March 2021

001	Draft Report	Sarah Ensslin	2021/03/26	Steve Eisan
<b>Issue or Revision</b>		<b>Reviewed By:</b>	<b>Date</b>	<b>Issued By:</b>
 <p>This document was prepared for the party indicated herein. The material and information in the document reflects CBCL Limited's opinion and best judgment based on the information available at the time of preparation. Any use of this document or reliance on its content by third parties is the responsibility of the third party. CBCL Limited accepts no responsibility for any damages suffered as a result of third party use of this document.</p>				



March 26, 2021

Ian Tillard, P.Eng.  
Town of Lunenburg  
119 Cumberland Street  
Lunenburg, Nova Scotia B0J 2C0

Dear Mr. Tillard:

**RE: *Building Condition Assessment – Town of Lunenburg Waste Water Treatment Plant – Draft Report***

Attached is the CBCL Limited Draft Building Condition Assessment Report for the Town of Lunenburg Wastewater Treatment Plant, 125 Starr Street, Lunenburg, Nova Scotia B0J 2C0.

Please contact us if you have any questions or comments. Thank you.

Yours very truly,

CBCL Limited

**DRAFT**

Prepared by:  
Steve Eisan, P.Eng.  
Senior Structural Engineer  
Direct: 902-492-6746  
E-Mail: seisan@cbcl.ca

**DRAFT**

Reviewed by:  
Sarah Ensslin, P. Eng.  
Process Engineer

Project No: 210803.01

This document was prepared for the party indicated herein. The material and information in the document reflects CBCL Limited's opinion and best judgment based on the information available at the time of preparation. Any use of this document or reliance on its content by third parties is the responsibility of the third party. CBCL Limited accepts no responsibility for any damages suffered as a result of third party use of this document.

# Contents

---

Executive Summary .....4  
Chapter 1 Cost Estimate .....9

# Appendices

---

- A Building Elements Breakdown with Class D Opinion of Probable Costs

# Executive Summary

---

## 1. Background

CBCL Limited (CBCL) conducted a building condition assessment of the Town of Lunenburg's wastewater treatment plant, at 125 Starr Street, Lunenburg, Nova Scotia. The assessment consisted of a multi-disciplined architectural and engineering review of the building and the surrounding siteworks. The building siteworks, and architectural, structural, HVAC, plumbing & heating, fire protection, and electrical building systems and elements were assessed. The purpose of the assessment was to identify physical material deficiencies, recommend remedial repair measures and provide an opinion of probable costs to implement the recommendations, based on operating the facility in an acceptable condition state for the next 25 years.

The assessment followed the methodology outlined in ASTM E 2018, *Standard Guide for Property Condition Assessments*. The assessment consisted of review of existing documentation, operator interviews and walkthrough surveys to view existing conditions. To provide the industry-standard level of detail in the data collection and reporting process, CBCL addressed Level 3 Individual Elements as defined by ASTM E1557-09(2015), *Standard Classification for Building Elements and Related Sitework – UNIFORMAT II*.

## 2. Assessment Summary

### **Process Building:**

The main Process Building is the largest building on the site. It was constructed in 2003. It is a 1-2 storey industrial wastewater treatment facility, owned and operated by the Town of Lunenburg. The headworks are located at the west end of the building. The headworks area of the building is comprised of cast-in-place (CIP) concrete foundations and tanks, concrete masonry unit (CMU) block walls, and precast concrete (PC) roof planks. The middle section of the building houses the operations office, laboratory, chemical storage, blower room, electrical room, washrooms, storage, etc. The process area of the building is at the east end; it is an open two-storey area. It houses process tanks, channels, equipment, etc. The office and process areas of the building are similarly constructed, with CIP concrete footings, foundations and floors, steel columns, beams, open web steel joists (OWSJ) and metal roof decking, and infill CMU exterior walls (between columns) and interior partitions. The exterior CMU walls terminate and transition to uninsulated metal-clad walls above the second-storey level. The building structure is in good condition. There are minor cracks in the foundation walls that should be repaired using epoxy-injection.

The roofing appears to be original; it is a two-ply modified bitumen roofing membrane system. The exterior building walls are finished with split-face ashlar concrete masonry blocks (below) and prefinished metal cladding (above). The interior surfaces of the CMU

walls and partitions are painted. There is an aluminum entrance system, painted exterior steel doors, sectional overhead doors, and aluminum framed windows. There are exposed concrete floors in the headworks and process areas, as well as in storage and utility rooms. There is sheet vinyl flooring in the common areas, office and laboratory. There is ceramic flooring in the washroom. The ceiling in the headworks area is exposed PC planks. There are exposed OWSJs and metal roof decking in the process area and in the storage and utility rooms. There is a suspended ceiling in the common areas, washroom, office and laboratory. The interior Stairs are comprised of CIP concrete. The roofing and other architectural components are in fair to good condition. It is understood from the operators that there have been past roof leaks; the roofing is quickly approaching the end of its service life and it should be replaced within 5 years. There is some rusting of interior and exterior doors and hardware. There is a minor delamination of sheet vinyl flooring and cracked ceramic tiles. There are several areas where there are random cracks and step-cracks in the mortar joints of the CMU walls. Some of the ceiling tiles in Office 109 are stained from a previous leak.

The original mechanical systems installed in 2003 are generally in fair condition, without any serious deficiencies or operational concerns. Mechanical systems include a variety of roof mounted or inline exhaust fans, air handling equipment, electric unit heaters, plumbing fixtures, domestic water piping, and basic controls. The equipment installed is generally commercial grade, but all equipment appears to be serviceable and operational. The one obvious exception is the small rooftop air conditioning unit in service to the Administration areas which has been plagued by several control issues, primarily the defrost cycle, which continues to go undiagnosed despite numerous service visits. The air handler is nearing the end of its reliable service life and should be replaced.

There are some newer systems in operation such as the large capacity HRV added in 2016 in the Process Area. This equipment and associated ductwork are of stainless steel construction and in very good condition.

The electrical service consists of a 600/347V, 800A, 3-phase, 4-wire switchboard with 600A main breaker, located in the Electrical Room adjacent to the Blower Room. A 75kVA transformer feeds the 120/208V building loads. Except for the Process area, the electrical distribution equipment appears to be in good condition.

Saltwater flooding in the Process area has caused significant corrosion on many of the electrical enclosures, particularly the equipment that was part of the original construction which has NEMA 1 enclosures. The newer equipment has NEMA 4X stainless steel enclosures and is in very good condition with no signs of corrosion. It is recommended that the corroded equipment be replaced with NEMA 4X equipment soon.

The exterior lighting is currently running 24/7 due to an issue with the photocell/contactor. This has caused many fixtures to develop holes in the lens from overheating. The building operator has indicated that they are in the process of having an electrician troubleshoot

the issues with the exterior lighting controls. Once the controls issues are corrected, it is suggested that the exterior wall packs be replaced with high efficiency LED fixtures.

### **Bioreactor Building:**

The Bioreactor Building is the second largest building on site. It was also constructed in 2003. It is essentially a series of tanks within a perimeter building foundation and covered with a curved fibreglass dome roof/shell. The building foundation and tank walls are comprised of CIP concrete. There structure is in good condition. There are minor foundation cracks that could be repaired using epoxy-injection. The fibreglass roof could be due for replacement in 20+ years. We have included an optional item for replacement of the steel walkways and railings with FRP materials and stainless steel fasteners; this would be in lieu of ongoing maintenance of these items due to corrosion.

There are no architectural elements of note in this building.

There are no motorized mechanical systems in service other than the stainless steel ductwork, manual damper, and grilles providing for ventilation. There is a modest amount of corrosion on some components, installed in 2003, but generally the mechanical system is considered in fair condition and fit for purpose.

The Bioreactor Building is fed at 120/208V from a 60A,3P breaker in panel A (Process Building). A small distribution panel with NEMA 4X stainless steel enclosure is located on the exterior of the bioreactor building. Inside the building there is a small junction box which is supported by zip ties and the conductors. This should be properly supported as soon as possible. The lighting consists of fluorescent vapour type fixtures. It is recommended that these be replaced with LED fixtures once the ballasts begin to fail.

### **Biofilter Fan Building:**

The Biofilter Fan Building was constructed in 2017. It is a small conventional timber-framed structure on an engineered concrete floor slab (foundation). Other than the top surface of the engineered floor slab, the building structure was not visible for assessment. The building is in near-new condition and no structural distress, deformation or settlement were observed.

The interior is finished with plywood and the exterior walls and roof are covered with prefinished metal cladding. The door is pressed steel. All architectural elements are in near-new condition.

The mechanical systems in service are limited to an exhaust fan and associated ductwork, all in excellent condition, installed in 2018.

The Biofilter Fan building is fed from panel A in the Process Building. All of the electrical equipment in this small structure is rated for hazardous locations and appears to be in very good condition. It is not anticipated that any of this equipment will require replacement soon.

**Building Siteworks:**

There are paved access roads and parking lots on site. They are in fair to good condition. We have included projected costs for immediate crack-sealing and settlement repairs, plus longer-term costs for repaving.

The exterior CIP concrete stairs and landings and hot-dipped galvanized (HDG) metal stairs, landings and railings are all in good condition, except for the HDG stair assembly at the east end of the Bioreactor Building. Those HDG stairs are corroded and will require preparation and recoating. We have included a projected cost of \$25,000 should the Town choose to replace them with a FRP stair assembly with stainless steel hardware, in lieu of ongoing maintenance to mitigate corrosion.

The retaining walls, lawns and plantings all seem to be in good condition, other than minor maintenance requirements.

A description of building components including those recommended to be repaired or replaced over the next 25 years is detailed in the elemental breakdown sheets provided in Appendix A. The following table provides a summary of the costs to implement the recommendations from this report, for the next 25 years. Opinions of probable cost are expressed in 2021 dollars with no allowance for interest, inflation, or Covid-19 effects.



**BUILDING CONDITION ASSESSMENT  
LUNENBURG WWTP  
OPINION OF PROBABLE COSTS  
SUMMARY**

Date:	26-Mar-2021
Project. No.:	210803.01
Prepared by:	SE
Budget Class:	Class D

ITEM NO.	DESCRIPTION	RECAPITALIZATION PERIOD & COST				
		0-5	5-10	10-15	15-20	20-25
1	BUILDING SITEWORK	\$10,000	\$16,500	\$0	\$69,300	\$0
2	ARCHITECTURAL	\$120,200	\$4,000	\$0	\$42,800	\$13,000
3	STRUCTURAL	\$3,500	\$125,000	\$0	\$2,500	\$200,000
4	HVAC	\$36,300	\$0	\$0	\$0	\$162,000
5	PLUMBING & HEATING	\$1,500	\$22,500	\$0	\$10,000	\$0
6	FIRE PROTECTION	\$0	\$0	\$0	\$800	\$0
7	ELECTRICAL	\$8,000	\$20,500	\$41,500	\$13,000	\$16,000
8	DESIGN DEVELOPMENT CONTINGENCY 20%	\$35,900	\$37,700	\$8,300	\$27,680	\$78,200
	<b>TOTAL DIRECT COSTS (not incl. HST)</b>	<b>\$215,400</b>	<b>\$226,200</b>	<b>\$49,800</b>	<b>\$166,080</b>	<b>\$469,200</b>
9	GENERAL CONDITIONS & FEES 12%	\$25,800	\$27,100	\$6,000	\$19,900	\$56,300
	<b>TOTAL DIRECT &amp; INDIRECT COSTS</b>	<b>\$241,200</b>	<b>\$253,300</b>	<b>\$55,800</b>	<b>\$185,980</b>	<b>\$525,500</b>
10	CONSTRUCTION CONTINGENCY 10%	\$24,100	\$25,300	\$5,600	\$18,600	\$52,600
	<b>TOTAL CONSTRUCTION COSTS</b>	<b>\$265,300</b>	<b>\$278,600</b>	<b>\$61,400</b>	<b>\$204,580</b>	<b>\$578,100</b>
	<b>ENGINEERING FEES and EXPENSES</b>					
11	ENGINEERING & DESIGN 10%	\$26,500	\$27,900	\$6,100	\$20,500	\$57,800
	<b>ENGINEERING COSTS</b>	<b>\$26,500</b>	<b>\$27,900</b>	<b>\$6,100</b>	<b>\$20,500</b>	<b>\$57,800</b>
	<b>OTHER PROJECT COSTS</b>					
12	ESCALATION (NOT INCLUDED)					
13	LOCATION FACTOR (NOT INCLUDED)					
	<b>OTHER COSTS</b>					
	<b>TOTAL PROJECT COSTS (not incl. HST)</b>	<b>\$291,800</b>	<b>\$306,500</b>	<b>\$67,500</b>	<b>\$225,080</b>	<b>\$635,900</b>

THIS PRELIMINARY OPINION OF PROBABLE COSTS IS PRESENTED ON THE BASIS OF EXPERIENCE, QUALIFICATIONS, AND BEST JUDGEMENT. IT HAS BEEN PREPARED IN ACCORDANCE WITH ACCEPTABLE PRINCIPLES AND PRACTICES. SUDDEN MARKET TRENDS, NON-COMPETITIVE BIDDING SITUATIONS, SIGNIFICANT UNFORSEEN LABOUR AND MATERIAL ADJUSTMENTS AND THE LIKE ARE BEYOND THE CONTROL OF CBCL LIMITED AND AS SUCH WE CANNOT WARRANT OR GUARANTEE THAT ACTUAL COSTS WILL NOT VARY FROM THE OPINION PROVIDED

- Note 1** A Design Development Cont. is to allow so that necessary design changes can be made as the design is developed  
**Note 2** A Construction Cont. is to allow for cost of additional work over and above the Original Contract Award Amount  
**Note 3** The Escalation/Inflation allowance is for increases in construction costs from time the budget to Tender Call  
**Note 4** The Location Factor is for variances between construction costs at location of the project & historical costs data

## Chapter 1 Cost Estimate

---

An opinion of probable costs for implementation of the recommendation included in this report are summarized in the attached tables. The costs are separated by building, building system/discipline and they are separated into the following periods: 0 – 5 years, 5 – 10 years, 10 – 15 years, 15 – 20 years, 20 – 25 years. Costs associated with routine or normal preventative maintenance are not included in these costs. Expenditures beyond the 25-year horizon are not included in the scope of this report.

The probable cost to replace / repair all the identified building component deficiencies over the next 25 years is as follows:

0 – 5 years: \$291,800  
5 – 10 years: \$306,500  
10 – 15 years: \$67,500  
15 – 20 years: \$225,080  
20 – 25 years: \$635,900

Opinions of probable cost are expressed in 2021 dollars and do not include HST or any allowance for interest, inflation, or Covid-19 effects.

The probable construction cost budgets presented herein have a relatively low level of confidence based on the level of engineering effort and the limited information available. As such, the opinions of probable cost are intended for global budget purposes only. It is advisable to carry out additional engineering design prior to developing a project budget that is not to be exceeded.

### **DRAFT**

Prepared by:  
Steve Eisan, P.Eng.  
Senior Structural Engineer

### **DRAFT**

Reviewed by:  
Sarah Ensslin, P. Eng.  
Process Engineer

This document was prepared for the party indicated herein. The material and information in the document reflects CBCL Limited's opinion and best judgment based on the information available at the time of preparation. Any use of this document or reliance on its content by third parties is the responsibility of the third party. CBCL Limited accepts no responsibility for any damages suffered as a result of third party use of this document.

# APPENDIX A

---

## **Building Elements Breakdown with Class D Opinion of Probable Costs**

Building Sitework	Type/Age	Condition	U/S	POOR	FAIR	GOOD	NEW	Recapitalization Period & Cost				
								0-5	5-10	10-15	15-20	20-25
PROCESS BUILDING												
Roadways	Asphalt pavement and concrete high-back curbs (2003)	The paved roadways on site are generally in fair to good condition. The access road to the Bioreactor Building is rutted and cracked; it should be resurfaced in 5-10 years. The access road to the garage door and rear of the Process Building is in good condition except for random cracks and a localized area of base settlement; it should be resurfaced in 15-20 years, except the area of localized settlement, which should be addressed in 0-5 years. The concrete curbs are in good condition except for apparent snowplow impact damage; damaged sections should be replaced when roads and parking lots are resurfaced/repaved.			X			\$5,000	\$16,500		\$50,800	
Parking Lots	Asphalt pavement, precast curbs and painted parking stalls (2003)	The paved parking lot and precast concrete curb sections are generally in good condition. There are localized cracks in the pavement. Two of the precast concrete curb sections have been dislodged from apparent snowplow impact. The parking stall line painting is in good condition. The parking lot should be resurfaced/repaved in 15-20 years. Areas of localized cracking should be addressed in 0-5 years.				X		\$2,500			\$18,500	
Exterior Steps	Cast-in-place concrete and hot-dipped galvanized (HDG) steel stairs, railings and landings (2003)	The concrete elements are lightly weathered but overall they are in good condition. The HDG steel stairs, landings and rails are in good condition with minor deterioration of the HDG coating. With minor periodic maintenance, the exterior stair assemblies could remain in serviceable condition for 25+ years.				X						

Site Development	Steel gates, pipe bollards, modular block retaining walls and rip-rap (rock) slope protection (2003)	There are HDG steel security gates located at the entrance to both access roads. There are HDG pipe bollards protecting pad-mounted equipment near the parking lot, and at the edges of the three overhead garage door openings. There are two modular/stackable precast concrete retaining walls located along the east and west edges of lawn area between the Bioreactor Building access road and the Process Building rear access road. There is granite rock rip-rap slope protection on slope next to the parking lot. All of these elements are in good condition. With minor periodic maintenance, they could remain in serviceable condition for 25+ years.					X						
Landscaping	Lawns and plantings (2003)	There are lawns, trees, and shrubs around the perimeter of the building. The plantings are generally dormant in winter. However, they appear to be in good condition. With minor seasonal maintenance, they could remain in acceptable condition for 25+ years.					X						
SUB-TOTALS									\$7,500	\$16,500	\$0	\$69,300	\$0
<b>BIOREACTOR BUILDING</b>													
Exterior Steps	Cast-in-place concrete stairs and hot-dipped galvanized steel stairs and railings (2003)	There are cast-in-place concrete stairs at the west end of the building, and a combination of cast-in-place concrete and HDG stair assemblies at the east end of the building. The exterior steps are in fair to good condition. There is minor damage, weathering and cracking of the concrete stairs and landings, and extensive surface rust on the HDG steel stair assembly and railings (the nearby ventilation exhaust could be contributing to the corrosion). The HDG elements should be prepared and recoated between 0-5 years. The concrete deficiencies are minor and can be addressed with maintenance repairs.					X		\$2,500				
SUB-TOTALS									\$2,500	\$0	\$0	\$0	\$0
<b>BIOFILTER FAN BUILDING</b>													
N/A													
SUB-TOTALS									\$0	\$0	\$0	\$0	\$0

Notes:

1. The sitework systems and elements are generally in good condition.
2. The roadways and parking lots will need repaving at various intervals in the next 25 years.
3. Crack-sealing of the paved areas and repair of localized area of settlement in the east access road could be addressed in 0-5 years.
4. The exterior HDG metal stairs, landings and railings at the east end of the Bioreactor Building should be prepared and recoated with cold galvanizing. Alternatively, they could be replaced with a system that is less susceptible to corrosion, i.e. FRP components and stainless steel fasteners (say \$25,000).

Building Sitework Deficiencies



**Bioreactor building access road - rutted and cracked. Repave in 5-10 years.**



**Access road to overhead garage door and rear of Process Building - localized settlement. Remove unsuitable base and reconstruct/patch roadway in 0-5 years.**



**Impact-damaged high-back concrete curb. Replace damaged curb sections when access roads are resurfaced.**



Precast curb sections dislodged from pins/dowels by apparent snowplow impact damage; it appears that the curb sections are undamaged and could be reinstalled.



Missing retaining wall coping/cap section.



Bioreactor Building stairs; damaged corner.



Bioreactor Building: surface rust on HDG stair assembly and railings.

Architectural Systems	Type/Age	Condition	U/S	POOR	FAIR	GOOD	NEW	Recap Period				
								0-5	5-10	10-15	15-20	20-25
<b>PROCESS BUILDING</b>												
Roofing	Original 2 Ply Modified Bitumen roof installed in 1998.	General condition of the roof is fair. It was noticed in the office that there had been a leak from above the tiles. It was determined that the leak probably came from the mechanical curb on the roof. One piece of loose metal cap flashing.			X			\$109,680				
Exterior Walls	Exterior walls consist of prefinished metal siding and Split Ashlar concrete block. Original construction in 1998.	Prefinished metal siding is in good shape other than some staining/ rust under a couple mechanical ducts. There are minor masonry cracks in a few masonry joints.				X						\$1,000
Exterior Doors	Aluminum entrance System, 1998	Doors and hardware good condition.				X					\$5,000	
Exterior Doors	Sectional Overhead Doors	Overhead doors are in fair shape, 1998			X			\$23,556				
Exterior Doors	Painted exterior steel doors, Aluminum entrance system, 1998	2 Doors, Double doors (D1) in Headworks RM 102 and a single man door in Dumpster Rm 101 have seen large amounts of mositure on the interior side of the door and the hardware is rusting. The rest of the exterior doors are in good shape. Aluminum Entrance system is in good shape.		X				\$9,500				
Windows	Aluminum Windows, 1998	Windows are in good shape. Caulking is good.				X					\$13,500	
Floor Finishes	Concrete floor slabs, 1998	Slabs are in good shape but require cleaning. Some slight cracking in Process Room 112.				X		\$1,000				
Floor Finishes	Sheet Vinyl, 1998	Sheet Vinyl in Entry 108 is delaminating from the concrete floor under. The sheet vinyl in the other areas of the building is in fair condition.		X	X			X	\$4,000			
Floor Finishes	Ceramic Tile, 1998	The ceramic in the Washroom Area 107 is in fair shape. A couple tiles have cracked			X						\$800	
Interior Walls	Painted concrete block walls, Painted gypsum board, 1998	Wall condition very good shape, generally. Some cracking of mortar joints near stairs up to Headworks, 102. Cracking of joints and block by door into Process Rm 112. Paint flaking on drywall in Washroom 107.		X		X					\$13,600	
Interior Doors	Painted pressed steel doors, 1998	Doors and hardware very good condition. Door from Headworks 102 to Cooridor 111 is rusting.		X		X					\$1,400	

Borrowed Lites	Borrowed Lites, 1998	Borrowed lite between Entry 108 and Office 109 is in good shape. Borrowed Lite between Lab 110 and Process Rm is in good shape. 1998				X						\$1,200		
Ceiling	Suspended Ceiling System, 1998	Some acoustical tiles in Office 109 are stained from a previuos leak above. Al other areas with tile are in good shape.		X		X		X				\$6,800		
Ceiling	Exposed Concrete plank, 1998	Exposed concrete planks are in good shape, 1998				X								
Ceiling	Exposed Steel decking, 1998	Exposed steel deck in Process Area 112 appears to be in good shape.				X								
Interior Stairs	Concrete Stairs, 1998	Rubber nosing in Corridor 111 on stairs by door to Process Room 112 is torn. Stairs to Headworks 102 and Blower Rm 103 in good condition.		X		X						\$500		
SUB-TOTALS										\$120,180	\$4,000	\$0	\$42,800	\$1,000

**BIOFILTER FAN BUILDING**

Exterior Siding	Prefinished metal siding, 2018	Metal siding is in good condition				X							\$7,200	
Roofing	Prefinished metal roofing and trim, 2018	Metal roof and siding is in good condition				X							\$3,400	
Doors	Pressed steel door and hardware, 2018	Door and hardware are in good shape				X							\$1,400	
SUB-TOTALS										\$0	\$0	\$0	\$0	\$12,000

Notes: Overall from an Architectural standpoint the building is in good shape.

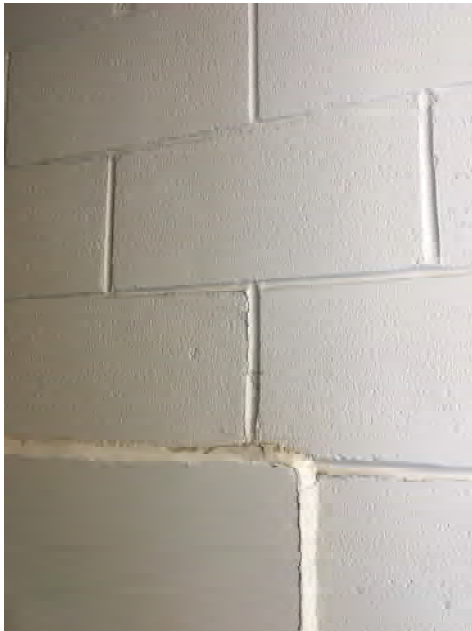
Architetur Deficiencies



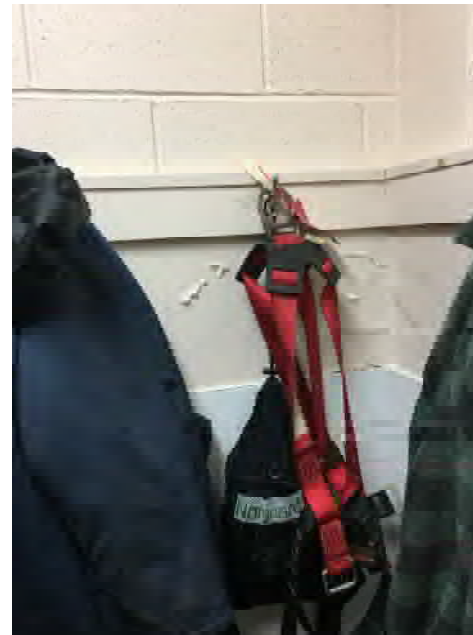
Vinyl Flooring in Entry 101



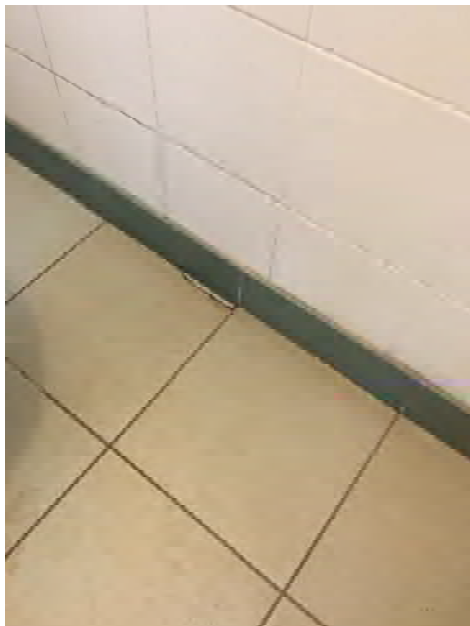
Acoustic tile in Office 109



**Block mortar cracking in Cooridor**



**Peeling Paint in Washroom 107**



**Cracked floor tile in Washroom 107**



**Torn nosing on stairs in Cooridor**



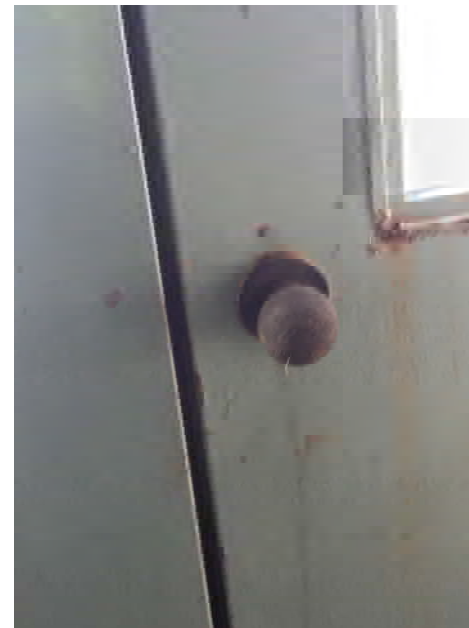
**Floor slab in Process Room 112**



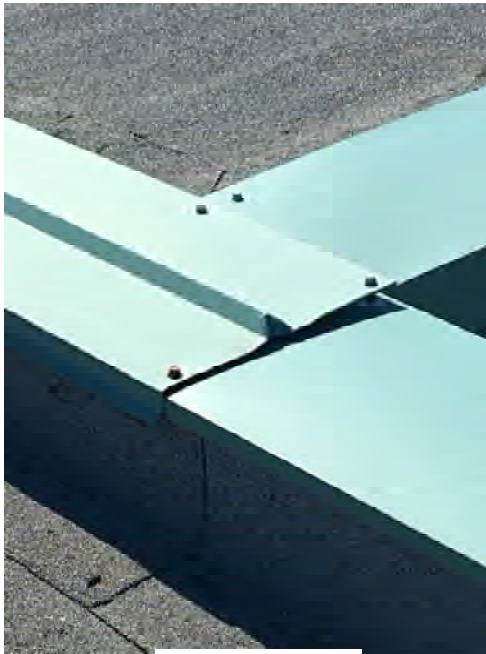
**Rust on pressed steel door**



**Cracks in floor slab of Process Room 112**



**Rusty Door hardware on exterior door in Headworks 102**



**Loose cap flashing**



**Staining and rust on metal siding under mech vent.**



**Loose corner block , North East corner of Process building**



**Biofilter Fan Building**

Structural Systems	Type/Age	Condition	U/S	POOR	FAIR	GOOD	NEW	Recapitalization Period & Cost				
								0-5	5-10	10-15	15-20	20-25
<b>PROCESS BUILDING</b>												
Foundation	The footings and buried foundation walls are not visible for assessment, but it is apparent from exposed basement walls that they are conventional cast-in-place reinforced concrete. (2003)	The buried foundation walls and footings are not visible for assessment. There are minor concrete cracks in visible concrete and masonry, but there is no evidence of substantial structural distress, deformation or settlement. This indicates that the building foundation appears to be stable and structurally sound, and in good condition.				X						
Basement Walls	The basement walls are the exposed visible continuation of the buried foundation walls. They are comprised of conventional cast-in-place reinforced concrete. (2003)	The exposed basement walls are generally in good condition, stable and structurally sufficient. There are a few random minor vertical temperature and shrinkage cracks that appear to be static (not worsening). There are two wide vertical cracks, one on each side of the main hallway, at the entrance to the process area; they extend from floor level to the top of the basement walls, and they propagate into the concrete masonry block walls/partitions above. There are corresponding narrow horizontal cracks in the joints between the top of the basement walls and the bottom of the concrete masonry block walls. The vertical cracks appear to coincide with a step/transition in the buried foundations. It is not uncommon to see stress cracks at these types of transitions due to the change in cross-section and/or due to minor differential settlement. The wide cracks should be repaired using epoxy-injection and the narrow horizontal cracks should be sealed with a flexible and paintable sealant.				X	\$1,000					
Floor Construction	The floors are comprised of conventional cast-in-place reinforced concrete. It is assumed that they are slab-on-grade. The floors common areas, laboratory and office are covered with floor finishes, the chemical storage room floor is coated/painted, but all other concrete floors are plain/exposed. (2003)	The floors are generally in good condition. There are random minor temperature and shrinkage cracks in the process and headworks areas, and in the blower and chemical storage rooms that appear to be static (not worsening). There are localized areas of surface scaling and erosion in the headworks and process areas, presumably due to spillage of aggressive substances.				X						

Roof Construction	The roof in the headworks area of the building is comprised of precast concrete elements (planks). The roof in the remainder of the building consists of open web steel joists (OWSJ) or steel roof trusses spanning between load-bearing walls, and structural metal roof decking. (2003)	The roof structure appears to be in good condition, stable and structurally sufficient. The painted steel structures should be periodically monitored for corrosion and recoated as a preventive maintenance measure, when needed.				X							
Exterior Walls	The exterior walls of the headworks area of the building are comprised of structural masonry concrete blocks. The exterior walls in the remainder of the building are comprised of steel columns, beams and bracing, and masonry concrete block infills between the columns. The exterior cladding is a combination of split-faced concrete unit block masonry below and prefinished metal cladding above. (2003)	The exterior walls appear to be in good condition, stable and structurally sufficient. There are random hairline, narrow and/or step cracks in the mortar joints of the concrete masonry unit block walls. The cracks appear to be minor and static (not worsening). The cracks could be sealed with flexible and paintable sealant.				X							
Partitions	The interior partitions are comprised of masonry concrete blocks. (2003)	The partitions appear to be in good condition, stable and structurally sufficient. There are random hairline, narrow and/or step cracks in the mortar joints of the concrete masonry unit block partitions. The cracks appear to be minor and static (not worsening). The cracks could be sealed with flexible and paintable sealant.				X							
Stair Construction	The stairs at both ends of the main hallway, in the headworks area, and in the blower room are constructed of conventional reinforced concrete. The stairs in the process area of the building are comprised of hot-dipped galvanized steel. (2003)	The stair assemblies appear to be in good condition, stable and structurally sufficient. The hot-dipped galvanized metal stair assembly in the process area should be periodically monitored for corrosion and recoated as a preventive maintenance measure, when needed.				X							
Process Area Stairs and Elevated Walkways	The elevated walkways and stairs are primarily comprised of hot-dipped galvanized steel elements, gratings and railings. There is an adjacent painted structural steel frame and elevated timber deck that is nearly completed. (Elevated walkways and stairs, 2003; Steel and timber frame 2021)	The walkways, stair, frame and platformss appear to be in good condition, stable and structurally sufficient. The hot-dipped galvanized metal and painted steel structures should be periodically monitored for corrosion and recoated as a preventive maintenance measure, when needed.				X							
SUB-TOTALS									\$1,000	\$0	\$0	\$0	\$0

BIOREACTOR BUILDING											
Foundation	The footings and buried foundation walls are not visible for assessment, but it is apparent from exposed perimeter and interior tank walls that they are conventional cast-in-place reinforced concrete. (2003)	The buried foundation walls and footings are not visible for assessment. There are minor concrete cracks in visible concrete, but there is no evidence of substantial structural distress, deformation or settlement. This indicates that the building foundation appears to be stable and structurally sound, and in fair condition.			X						
Concrete Walls	The perimeter and interior concrete tank walls are the exposed visible continuation of the buried foundation walls. They are comprised of conventional cast-in-place reinforced concrete. (2003)	The exposed concrete walls are generally in fair condition, stable and structurally sufficient. There are a few random minor vertical temperature and shrinkage cracks that appear to be static (not worsening); non-structural epoxy-injection crack repairs should be done within 0-5 years and then in approximately 15-20 years. The operators reported that the wet surfaces of the concrete tanks are deteriorated/eroded, which is understandable given the harsh exposure conditions. The tanks should be periodically emptied and visually inspected.			X		\$2,500			\$2,500	
Roof/Exterior Wall Construction	The roof is comprised of a curved/semi-round proprietary fiberglass shell anchored to the top of the perimeter concrete walls. (2003)	The roof shell and connections appear to be in good condition, stable and structurally sufficient. Replacement is projected for 20-25 years.				X					\$200,000
Suspended Walkways	The suspended walkways and railings are primarily comprised of hot-dipped galvanized steel elements, beams, gratings and railings. (2003)	The condition of walkways and railings varies from poor to good due to corrosion. The railings tend to corrode over time at welded splices/connections. Exposure conditions are harsh for ferrous metal structures. It appears that TOL undertakes routine maintenance repairs of the walkways and railings. Replacing the existing system with a fiberglass reinforced plastic walkway and railing system could be considered in 5-10 years.			X			\$125,000			
SUB-TOTALS							\$2,500	\$125,000	\$0	\$2,500	\$200,000

BIOFILTER FAN BUILDING													
Foundation/Slab on Grade	The buried elements of the foundation/footings are not visible. It appears that the building is constructed on an engineered slab-on-grade. (2018)	The slab-on-grade (floor) is broom-finished and in near-new condition.						X					
Roof Construction	The roof structure is concealed by interior and exterior finishes. Based on the roof shape it is comprised of engineered timber roof trusses and plywood/OSB sheathing. (2018)	The roof is stable and in near-new condition, with no evidence of deformation or structural distress.						X					
Exterior Walls	The exterior wall structure is concealed by interior and exterior finishes. It appears that the walls are conventional timber stud wall construction with plywood/OSB sheathing. (2018)	The exterior walls are stable and in near-new condition, with no evidence of deformation or structural distress.						X					
SUB-TOTALS									\$0	\$0	\$0	\$0	\$0

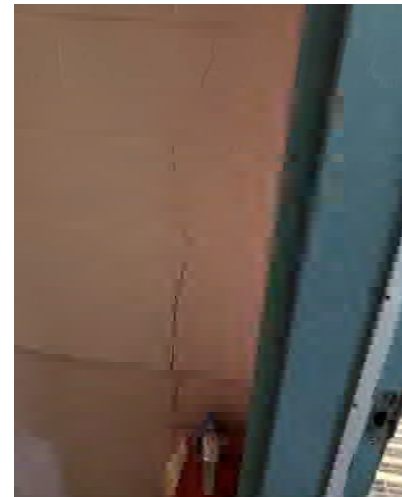
Notes:

1. The structural systems and elements for all three buildings are generally in good condition.
2. Epoxy-injection of minor structural cracks in the Process Building foundation walls are recommended in 0-5 years.
3. Epoxy-injection of minor non-structural cracks in the Bioreactor Building Foundation walls are recommended in 0-5 and they are projected to be required again in 15-20 years.
4. The fiberglass roof of the Bioreactor Building is projected to require replacement in 20-25 years.
5. Optional; the HDG metal walways and railings in the Bioreactor Building could be replaced with an FRP and stainless steel system.

Structural Deficiencies:



Minor temperature & shrinkage cracks in concrete foundation wall.



Crack in basement/foundation wall, near entrance to process area (north side of hallway).



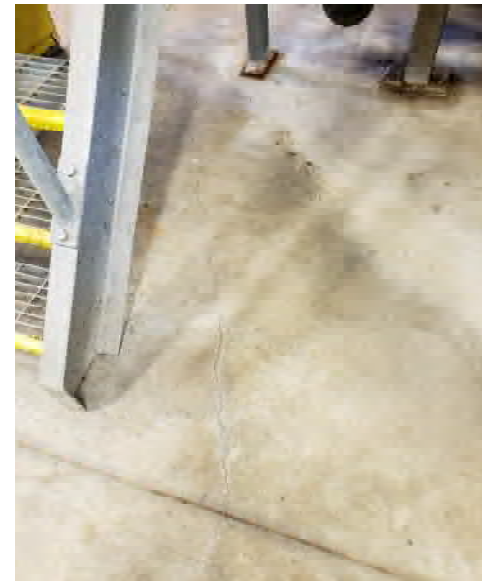
**Crack in basement/foundation wall, near entrance to process area (south side of hallway).**



**Surface scaling of concrete in the headworks area.**



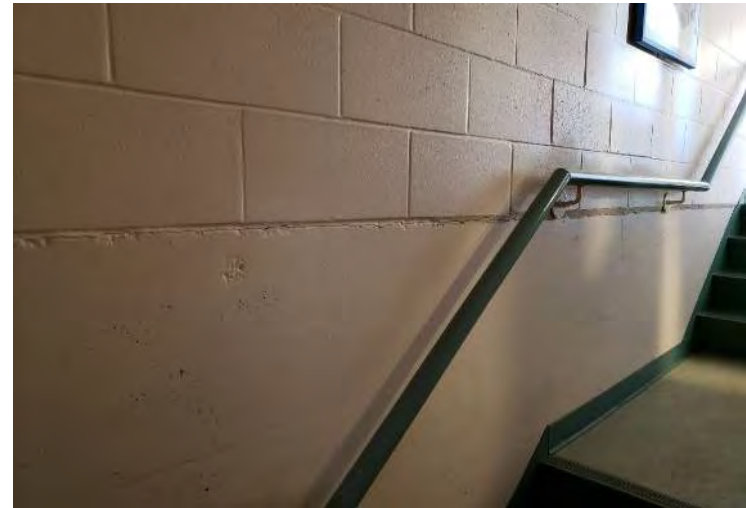
**Surface erosion of concrete in the process area.**



**Typical minor temperature & shrinkage crack in the process area of the Process Building**



Typical step-crack at a re-entrant corner of masonry construction; headworks area door opening.



Minor crack in the mortar bed between foundation wall and masonry partition in main hallway of Process Building.



South side elevation of the Bioreactor Building; note efflorescence and random minor temperature & shrinkage cracks in the exposed concrete



Close-up view of temperature and shrinkage cracks in the perimeter concrete walls of the Bioreactor Building



**North elevation of the Biofilter Fan Building;  
note near-new condition**

Ventilation and Air Conditioning	Type (Age)	Condition	U/S	POOR	FAIR	GOOD	NEW	Recapitalization Period & Cost				
								0-5	5-10	10-15	15-20	20-25
<b>PROCESS BUILDING</b>												
AHU	Packaged rooftop air handling unit complete with DX cooling, electric heat, and economizer. (2003)	Refrigerant top-up is required annually so small leaks are present in the DX piping. Other failures have been reported. Unit is approaching the end of its reliable service life and should be replaced with a modern equivalent.		X				\$17,500				
HRV	Packaged heat recovery ventilator with electric heating. (2016)	HRV installed in the Process area is in excellent condition. Filter section was accessed and minor corrosion noted along with damaged filters.				X						\$60,000
Ductwork/Diffusers/Grills	Galvanized steel/aluminum grilles and diffusers (2003)	Ductwork was largely concealed above ceilings in the Office and Lab, but what was observed above the corridor ceiling appears to be in good condition.				X						\$5,000
Ductwork/Diffusers/Grills	Stainless steel ductwork and grilles (2016)	The 304 stainless steel ductwork was completely exposed throughout the Process Room and is in good physical condition.				X						\$75,000
Insulation	Fibreglass duct wrap (2003)	Insulation on the supply air ductwork from rooftop AHU was observed above ceiling and is in good condition.				X						\$1,000
Controls	Programmable thermostat (age unknown)	Digital programmable thermostat controls the rooftop AHU and includes nighttime set back for energy savings. Note: Thermostat would be replaced with any new rooftop AHU.				X		\$250				
Fans	Rooftop centrifugal exhaust fan for general ventilation (2003)	Exhaust fan EF-3 in service to the Chemical Room was in fair condition without any noise or vibration. Equipment is nearing the end of its reliable service life and should be replaced. Note: EF-1 and EF-2 in the Process Room were removed in 2016 when the new HRV/ ventilation system was installed.			X			\$2,500				
Fans	Inline centrifugal, above ceilings (2003)	Exhaust fans EF-4, EF-5, and EF-6 are concealed above the ceilings but the manual fans were quiet in operation providing general exhaust to the Washroom, Janitor's closet, and Lab. Equipment is approaching 20 years in service and their replacement should be considered in the next few years to ensure reliability.			X			\$7,500				

Fans	Rooftop supply fan to Blower Room (2003)	Supply fan SF-1 is in good physical condition without any noise or vibration; however, the mesh screens at the intake hood are damaged and should be replaced. Equipment is approaching the end of its reliable service life and a replacement should be considered in the next few years.  Note: This room suffers from elevated temperatures in the summer (up to 35°C) which causes the compressor equipment to trip out. A split system cooling unit is recommended.			X			\$3,500					
Fans	Wall mounted centrifugal exhaust fan for general ventilation (2018)	Exhaust fan EF-7 in service to the Aeration building is fairly new and in excellent condition without any noise or vibration.				X							\$4,500
SUB-TOTALS								\$31,250	\$0	\$0	\$0	\$145,500	
<b>BIOREACTOR BUILDING</b>													
Ductwork, Grills	Stainless steel ductwork and damper (2003)	The 304 stainless steel ductwork, including manual dampers and mesh screens, were in fair condition with a moderate amount of surface corrosion. Despite the appearance, the intake and exhaust air duct sections function as intended.			X			\$5,000					
SUB-TOTALS								\$5,000	\$0	\$0	\$0	\$0	
<b>BIOFILTER FAN BUILDING</b>													
Fans	Wall mounted centrifugal exhaust fan for general ventilation (2018)	Exhaust fan EF-7 in service to the Aeration building is fairly new and in excellent condition without any noise or vibration.				X							\$4,000
Ductwork, Grills	Stainless steel louver and motorized damper (2018)	The 304 stainless steel louver and motorized damper are fairly new and in excellent condition.				X							\$2,500
Ductwork/Diffusers/Grills	Stainless steel ductwork and grilles (2018)	The 304 stainless steel ductwork between the Bioreactor Building and the Biofilter Building was partially exposed and in good physical condition.				X							\$10,000
SUB-TOTALS								\$0	\$0	\$0	\$0	\$16,500	

Notes:

Ventilation and Air Conditioning Deficiencies:



AHU serving office/lab to be replaced.



Supply Fan # 1 intake screens damaged and should be replaced.



Typical original equipment exhaust fan on roof nearing end of reliable service life (EF-3 shown).



Intake and exhaust air ductwork (to the *Biofilter Fan Building beyond*) in fair condition.

Mechanical Systems												
Plumbing / Heating	Type/Age	Condition	U/S	POOR	FAIR	GOOD	NEW	Recapitalization Period & Cost				
								0-5	5-10	10-15	15-20	20-25
<b>PROCESS BUILDING</b>												
Domestic Water Piping (Office Areas)	Copper / Plastic (2003)	Much of the domestic water piping is concealed but what was visible in the washrooms and under the sinks was in good physical condition.				X						\$20,000
Domestic Water Piping (Process Areas)	Copper / Plastic (2003)	Some of the copper piping routed in the process areas is in poor condition due to corrosion. Piping has been coated in the past to extend the life of the material. The piping in the Headworks has frozen and split on occasion as the space is unheated. Plastic piping to the sinks was also noted in some areas and it was all in good condition.		X				\$15,000				
Plumbing Fixtures	Vitreous china toilets/lavatories/janitor's sink. Stainless steel counter sinks. (2003)	Plumbing fixtures were noted to be operational, with adequate water pressure, and all in fair to good condition. The shower provided is rarely used and in good condition.				X					\$7,500	
Plumbing Fixture - Emergency Shower / Eyewash	Packaged Shower / Eyewash Station (age unknown)	The emergency fixture was in good condition. It was noted that the fixture is plumbing only with cold water which may have satisfied the code of the day but does not meet the current ANSI standard. Staff noted the equipment has never been used. Any future replacement should include a hot water supply and tempering valve.				X					\$3,500	
Sanitary Waste and Vent Piping	Plastic PVC / ABS. (2003)	Sanitary waste and vent piping is largely concealed in walls but where visible under the sinks the material was plastic. Piping appeared in good condition without any reports of drainage issues. Note: This excludes piping under slab				X						\$20,000

Mechanical Systems													
Plumbing / Heating	Type/Age	Condition	U/S	POOR	FAIR	GOOD	NEW	Recapitalization Period & Cost					
								0-5	5-10	10-15	15-20	20-25	
DHW Storage Tank	Electric, 40 gallon (2002)	The water heater is a light commercial grade unit and well beyond its reliable service life. Equipment remains operational without issue but should be replaced soon to ensure reliability and performance.		X				\$1,500					
Unit Heaters	Electric, fan forced (2003)	There are several electric unit heaters throughout the process areas of the facility, all in fair condition with some minor corrosion on the casings. Equipment should be scheduled for replacement within the next few years to ensure reliability. Note: An electric heater should be installed in the Headworks area to prevent freezing of the pipes.			X				\$12,500				
Heating Convectors	Electric, cabinet type, wall hung (2003)	Perimeter radiation is located in the Office, Lab, and Washroom. The cabinets area all in fair condition.			X				\$10,000				
Controls	Manual Thermostats (2003)	Space temperature is controlled manually for all electric baseboard and unit heaters. All noted were functional and in fair condition with no issues reported.				X		\$1,500			\$10,000		
SUB-TOTALS								\$18,000	\$22,500	\$0	\$21,000	\$40,000	

Notes:

1. There were no plumbing or heating systems in the Bioreactor or Biofilter buildings.

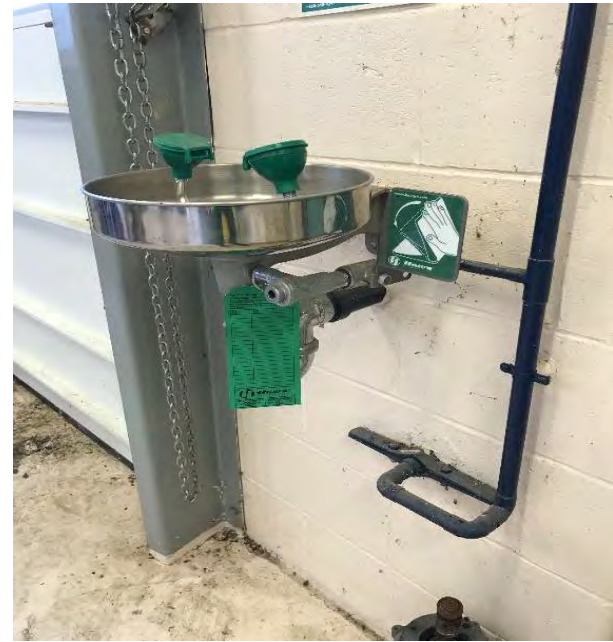
Plumbing & Heating Deficiencies:



Typical corrosion and blistering paint on copper piping.



Electric water beyond its reliable service life.



Emergency fixture plumbing only with cold water.

Fire Protection	Type/Age	Condition	U/S	POOR	FAIR	GOOD	NEW	Recapitalization Period & Cost					
								0-5	5-10	10-15	15-20	20-25	
Sprinklers	N/A												
Piping	N/A												
Valves	N/A												
Standpipes	N/A												
Fire Extinguishers (Interior)	Mult-purpose dry chemical Age 5 - 10 yrs	Fire extinguishers properly mounted near exits				X						\$750	
Fire Hose Cabinets	N/A												
Foam Extinguishing Agent	N/A												
SUB_TOTALS								\$0	\$0	\$0	\$750	\$0	
Notes:													
1.													

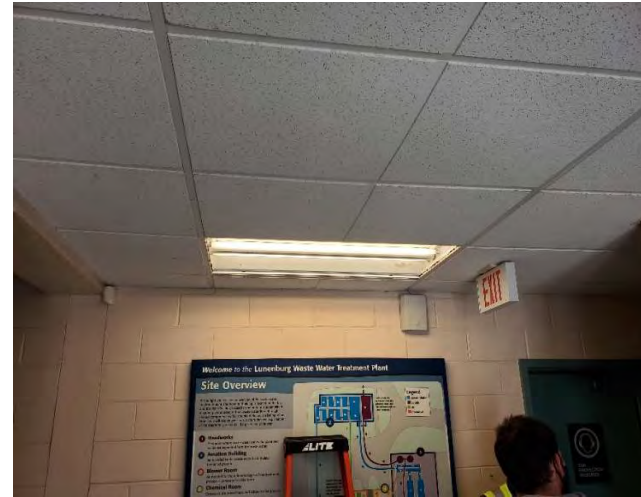
Electrical Systems	Type/Age	Condition	U/S	POOR	FAIR	GOOD	NEW	Recapitalization Period & Cost				
								0-5	5-10	10-15	15-20	20-25
<b>PROCESS BUILDING</b>												
Service Entrance Switchboard	Siemens FCRS, 347/600V 3P4W 800A (2003)	Located in a dry, heated environment. No signs of corrosion.				X						
Transformers	Siemens 75kVA (2003) Marcus 15kVA (x2) (2003)	Located in a dry, heated environment. No signs of corrosion.				X						
Panelboards - General	Siemens S3 panels (x2) (2003)	Located in a dry, heated environment. No signs of corrosion.				X						
Panelboards - Process Area	Siemens P1 panel (2003)	Significant corrosion on panel enclosure, likely due to flooding in Fall 2019. Recommend replacing in the near future.		X					\$ 5,500.00			
Disconnect Switches - General	Siemens NEMA 1 (2003) Eaton NEMA 4X (2006)	Generally, disconnect switches appear to be in good condition. No signs of corrosion.				X						\$15,000.00
Disconnect Switches - Process Area	Siemens NEMA 1 (2003)	Disconnect switches in the process area show significant corrosion, likely due to flooding in Fall 2019. Recommend replacing with new disconnects with NEMA 4X stainless steel enclosures. The existing NEMA 4X switches that were added as part of the building are in good condition and are not expected to need replacement for 25+ years.		X					\$10,000.00			
Conduit - General	EMT/RPVC (2003 & 2006)	Generally in good condition.				X						
Conduit - Process Area	EMT/RPVC (2003 & 2006)	EMT in the process area shows signs of corrosion. PVC appears to be in good condition, however it was noted by the building operator that they have found water in some of the conduit, likely due to flooding.		X					\$5,000.00			
Surge Protection	On main switchboard (2003)	Replace as necessary, or in accordance with manufacturer's recommendations. This should be monitored regularly and replaced in the event of a power surge.				X				\$2,500.00		
Interior Lighting	Fluorescent, occupancy sensors	Consider replacing older fluorescents with higher efficiency LED.			X					\$25,000.00		
Exterior Lighting	HPS wall packs controlled by photo cell	Exterior lights are on 24/7. Likely issue with photocell or contactor. Several fixtures have holes melted through the lens due to heat. Consider replacing luminaires with higher efficiency LED fixtures.		X				\$7,500.00				
Emergency Lights	Battery units with remote heads; combination exit sign battery units	Generally appear to be in good condition. Should all be tested regularly to ensure 30 minute run time.				X				\$2,500.00		
Exit Lights	Red Exit (English)	Consider replacing with green running man. Should all be tested regularly to ensure 30 minute run time.				X				\$1,500.00		
Fire Alarm	No fire alarm system; standalone smoke alarms					X						\$1,000.00

Devices	Various - typically 15-20 years old.	Generally in good condition. One receptacle in process area trips breaker when used. Should be investigated/replaced.				X							
Electric Heat	Electric unit heaters, electric baseboard in office.	Signs of minor corrosion on unit heaters in process area. Heaters in other spaces appear to be in good condition.			X							\$10,000.00	
Gas detection system	Honeywell	Generally in good condition.				X							
Telecommunications	Fibre backbone, small router in main electrical room.	Generally in good condition.				X							
Intrusion Alarm	Motion sensors, keypad.	Generally appears to be in good condition.				X							
SUB-TOTALS									\$7,500.00	\$20,500.00	\$41,500.00	\$0.00	\$16,000.00
<b>BIOREACTOR BUILDING</b>													
Electrical distribution	Located in locked stainless steel enclosure on exterior of building.	The distribution on the building exterior appears to be in good condition. Inside, there is a junction box hanging from conductors and zip ties which should be resupported in accordance with CEC as soon as possible.				X			\$500.00				
Lighting	Fluorescent vaportite fixtures.	Fixtures appear to be in reasonably good condition. Minor signs of corrosion on the fixture supports. Consider upgrading to LED fixtures to improve efficiency and reduce maintenance costs.			X							\$12,000.00	
Lighting Controls	On/off switch at both end of building.	The operator indicated that they have plans to revise the lighting controls in this building in the coming weeks.			X							\$1,000.00	
SUB-TOTALS									\$500.00	\$0.00	\$0.00	\$13,000.00	\$0.00
<b>BIOFILTER FAN BUILDING</b>													
Electrical distribution	Explosion proof devices, TECK90 cable.	Equipment and cabling appears to be in good condition.				X							
SUB-TOTALS									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Electrical Deficiencies:



Panelboard in process area is very corroded.



Suggest replacing existing fluorescent lighting with more efficient LED.



Suggest replacing red exit signs with newer green running man.



Solutions today | Tomorrow **IN** mind

f t y in  
www.CBCL.ca

Draft revisions: March 17, 2021  
See: sections 37 & 38, plus  
Schedule "A" revisions

## **#98 TOWN OF LUNENBURG PROCEDURAL POLICY**

### **COMMITTEES OF COUNCIL**

#### **PURPOSE**

1. This Policy describes the structure, composition and role of Committees established and appointed by the Town of Lunenburg ("Town") Council ("Council"). The Policy applies to Committees in which all or some of the voting Committee members are Council members including the Mayor and/or Councillors.

#### **PROCEDURE**

2. The following provisions shall apply to all Committees established by this Policy, except where this Policy, another Town Policy, Bylaw or the Municipal Government Act specifically provides otherwise.
3. Committee membership shall be annually reviewed by Council and within three months following each municipal general election or election anniversary. Council may also replace at any time Committee members who resign or who, in Council's opinion, are unable or unwilling to discharge their duties, or who fail to attend diligently to the Committee's affairs or otherwise to seek a change in Committee composition. Council shall also appoint such members of external Committees and Boards (Schedule "A" chart updated from time to time by motion of Council) as it is authorized to do under Town or Provincial legislation and inter-governmental agreements.
4. The Mayor shall be an ex officio member of any Town Committee to which the Mayor is not already appointed and may fully participate, but may only vote at these meetings if it is necessary to achieve a quorum.
5. Council may seek unelected resident Committee members as set out in this Policy by advertising same on an annual basis or such other interval as Council determines by motion. Citizens interested in serving on Town Committees will complete the Town's application form. Qualified Town resident applicants, and non-resident applicants if there are insufficient Town resident applicant numbers, will be selected for Committee(s) appointment at a public Council meeting by Council ballot.
6. The Mayor shall recommend to Council the appointment of Councillors to Committees and external Boards and Committee for approval by motion of Council. These appointments may be reviewed within a term as determined by Council as set out herein.

7. Committee members shall be reimbursed their reasonable expenses for attending Committee meetings held outside the Town at such rate as prescribed by Town Policies.
8. Committee and external Board citizen members may receive an annual honourarium as set out in Town Policy and/or budget.
9. Council shall appoint a Council member to serve as Chair of each Committee which shall typically be done during the annual review of Committee appointments as set out herein. The Chair of the Audit Committee shall not be a Town signing authority for banking or cheque signing purposes. The Committee Chair shall be entitled to speak and to vote on any motion before their Committee(s). The Committee Chair shall also have the powers and responsibilities at Committee meetings that are conferred upon the Chair at Council meetings pursuant to the Town's Bylaws and Policies. If the Chair is absent from a meeting, the Committee members may elect a Chair pro tempore for that meeting who shall have the same authority as the Chair for the duration of this meeting only.
10. The Chief Administrative Officer ("CAO") or their designate shall serve as Committee Secretaries, with a voice relating to procedural matters, but no vote. The Committee Secretary shall prepare the agenda in consultation with the Committee Chair and will maintain and circulate Committee agendas, minutes and other relevant records.
11. Committees shall meet at such time and place as annually determined by Council and at such other time and place as Council and/or Committees may determine to accomplish Committee objectives.
12. Committees may utilize the following Town resources to accomplish their mandate unless the CAO or Council determine that there are insufficient resources:
  - a. Town's facilities and supplies for meetings, photocopying, postage and other administrative needs reasonably necessary and budgeted;
  - b. external services reasonably necessary and budgeted;
  - c. Town staff advice and support; and
  - d. other resources reasonably necessary and budgeted.
13. A Committee cannot take action on any matter which Council has not previously delegated the authority to it. A Committee may only make recommendations to Council to take action.
14. All Committee meeting minutes and records shall be open to the public except as expressly authorized by law.
15. A quorum of the Committee shall be the same as that which applies to Council pursuant to Provincial legislation, with any necessary changes for context, e.g., ex officio members.
16. Each Committee member, including the Chair, shall have one vote and there shall be no proxy or alternate voting.

17. Subject to the other provisions of this Policy, the rules of procedure, conduct and debate that apply at Council meetings pursuant to Town Policies and Provincial legislation, apply at Committee meetings with any necessary modifications for context, except that no notices of reconsideration or rescission shall be permitted at Committee meetings.
18. In the event a Committee fails to provide a recommendation to Council within a deadline set by Council, Council may proceed with a decision regarding a matter within the Committee's mandate without awaiting the Committee's recommendation.
19. Council hereby confirms the following standing Committees and their respective responsibilities as described.

#### Audit Committee

20. The responsibilities of the Audit Committee are to:
  - a. conduct a detailed review of the Town financial statements with the Town Auditor;
  - b. evaluate internal control systems and management letter with the Town Auditor;
  - c. conduct a review of the conduct and adequacy of the audit;
  - d. consider such matters arising out of the audit as may appear to the Audit Committee to require investigation;
  - e. review other matters as may be determined by Council to be the duties of the Audit Committee and any other matters; and
  - f. take such other action not inconsistent with this Policy that the Committee reasonably deems necessary to carry out its mandate in accordance with Town Policies and Bylaws and the Municipal Government Act.
21. The Audit Committee shall be comprised of all members of Council and a minimum of one resident at large appointment who is not a member of Council or staff. Resident appointees shall possess knowledge and understanding of financial and investment matters as evidenced in their Committee application form.
22. Council shall advertise for resident Audit Committee applications before December 31 every two years. The resident Committee member(s) shall be selected by Council as noted herein with the exception that this shall be a two year appointment.
23. The CAO, Finance Director and Accountant shall be non-voting members of the Audit Committee. Through the CAO the Committee may request additional members of the Town's senior management staff to attend Committee meetings.
24. The Audit Committee Chair shall be a member of Council bi-annually appointed by Council as set out in section 9. The Committee Chair will make periodic reports to Council on matters relating to the Committee's work progress.

25. The Audit Committee shall meet at least twice per year as called by the Chair in consultation with Town staff to receive and review the completed Town audit with the Town Auditor and to carry out its additional Municipal Government Act duties.

#### Committee of the Whole

26. The responsibilities of the Committee of the Whole are to:
  - a. discuss, consider, advise and make recommendations to Council for approval concerning the affairs of the Town in advance of Council making decisions or taking actions on such matters, except where the Mayor and CAO have determined that consideration by Committee of the Whole is unnecessary or inadvisable including the following matters which will normally be dealt with by Council without first being considered by the Committee of the Whole for its recommendations:
    - i. first and second readings of a Bylaw enactment, amendment or repeal; and
    - ii. matters which are the subject of statutory hearing by Council;
  - b. review and revise draft Town Bylaws and Policies and amendments thereto making recommendations to Council regarding same;
  - c. review and revise draft strategic and annual corporate plans and make recommendations to Council regarding same;
  - d. review and revise the Town draft budget for the next fiscal year and make recommendations to Council regarding same;
  - e. receive reports and related presentations of a complex nature requiring strategic, budget, and/or policy consideration for recommendation to Council;
  - f. discuss, consider, advise and make recommendations on any other matters which may be referred to it by Council;
  - g. take such steps not inconsistent with this Policy that this Committee deems necessary to carry out its mandate; and
  - h. meet in camera where appropriate to fulfill its responsibilities in accordance with the Municipal Government Act.
27. The Chair of the Committee of the Whole is the Mayor and in their absence the Deputy Mayor.
28. The Committee of the Whole consists of all Council members and membership on the Committee automatically extends to Council members without the necessity of formal appointment by Council and automatically terminates when the person is no longer a Council member.
29. Items may be added to the Committee of the Whole agenda by Council members making prior requests to the Mayor and CAO who will review the requests and determine if it should be included in the next Committee of the Whole meeting agenda or referred elsewhere.
30. In addition to scheduled Committee of the Whole meetings, a Council member may move that Council recess and move into Committee of the Whole for informal consideration of any item on the Council agenda and rise and report back to Council. Such motion shall be determined by a majority vote of Council members present and voting.

### Heritage Advisory Committee

31. The responsibilities of the Heritage Advisory Committee are to:
- a. carry out their duties described in the Town's Heritage Property Bylaw and Provincial Heritage Property Act;
  - b. advise Town Council respecting:
    - i. the inclusion of buildings, streetscapes and areas in the Town Registry of Heritage Property;
    - ii. an application for permission to alter substantially or demolish a Town Heritage Property;
    - iii. building or other regulations that affect the attainment of the intent and purpose of the Town Heritage Property Bylaw and Heritage Property Act; and
    - iv. any other matters conducive to the effect of carrying out the intent and purpose of the Town Heritage Property Bylaw and Heritage Property Act.
32. The Heritage Advisory Committee is comprised of six members all of whom shall be residents of the Town and appointed by Council for a two year term. Two members of the Committee shall be members of Council, two shall be members of the Lunenburg Heritage Society or individuals who have otherwise demonstrated active interest in the preservation of buildings of historic significance, and two members of the Committee shall be appointed at large.

### Planning Advisory Committee

33. The responsibilities of the Planning Advisory Committee are to:
- a. carry out the Planning Advisory Committee duties set out in the NS Municipal Government Act;
  - b. advise Council respecting the preparation and amendment of planning documents and general planning matters; and
  - c. conduct a review of and proposed amendments to the Town's Municipal Planning Strategy, Land Use By-law and Subdivision By-law and other relevant planning matters.
34. The Planning Advisory Committee is comprised of at least four residents appointed for two year terms and three Council members as determined by Council.

### Protective Services Committee

35. The Protective Services Committee responsibilities are to advise Council regarding:
- a. oversight of the volunteer firefighting force and their training, buildings and equipment, fire alarm systems, fire investigations and prevention, water supply and hydrants; and
  - b. Fire Protection Services budget matters.

36. The Protective Services Committee is comprised of four Council members including the Chair. For the purpose of fire protection matters relating to the Municipality of the District of Lunenburg Fire Districts 1 and 2 Commission (“Commission”) only, the Commission may appoint three Commission members to be additional voting members of the Committee for the purpose of fire protection matters related to the Commission.

#### Recreation Committee

37. ~~The responsibilities of the Recreation Committee are to:~~
- ~~a. advise Council on matters affecting the development and maintenance of Town recreational facilities including but not limited to the Lunenburg War Memorial Community Centre Auditorium and Arena, programs and services;~~
  - ~~b. encourage healthy and active lifestyles for residents and visitors; and~~
  - ~~c. provide Council with input on the development of policies, plans and budget development related to community recreation opportunities including active transportation initiatives.~~
38. ~~The Recreation Committee is comprised of four members of Council, three residents who are appointed for two year terms, and one Municipality of the District of Lunenburg (“Municipality”) Council member appointed to serve by their Council in relation to relevant Municipality matters.~~

#### Special Committees

39. Town Council may establish Special Committees at any time as deemed necessary concerning any matter which is within Council jurisdiction. Council in establishing a Special Committee shall approve the terms of reference, termination date and such other provisions as Council determines relevant to the creation, role, responsibilities and dissolution of Special Committees.
40. The general provisions of this Policy shall also apply to Special Committees.
41. A Special Committee shall consist of at least two Council members, one of whom shall be the Chair.
42. When a Special Committee has completed its work, made its report and Council has made a final decision about the report, the Special Committee shall automatically dissolve if it was not previously terminated in section 3 herein.

#### External Boards and Committees with Town Appointments

43. It shall be the responsibility of all Town appointments to external Boards and Committees as set out in Schedule “A” attached to:
- a. provide semi-annual updates to Council of the activities of the body on which they have been appointed;
  - b. represent the Town in a respectful and positive manner reflecting the direction of Council, Town budget, Policies and other guiding documentation;

- c. ensure Council receives copies of meeting minutes for the body on which they serve; and
- d. report any recommendations from such body requiring Council consideration and response.

44. This Policy repeals and replaces Policies #9 Appointments to Boards and Committees of the Town, #19 Composition and Duties of Planning Advisory Committee and #85 Audit Committee and Bylaw #6 Committees and Boards Bylaw.

- Schedule "A" attached

Clerk's Annotation For Official Policy Book

Date of notice to Council members of intent to consider Policy amendments: February 23, 2021

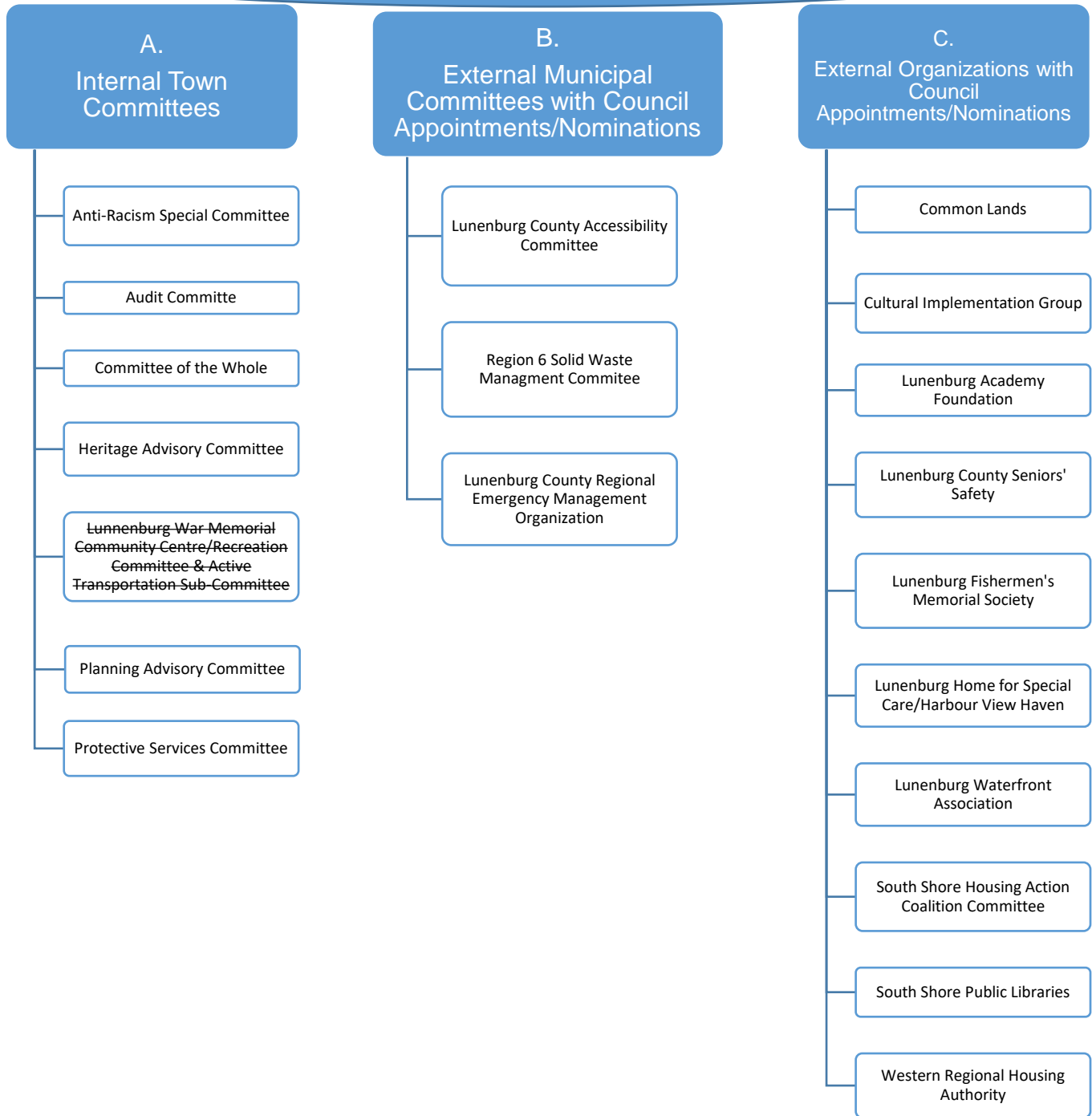
Date of passage of Policy amendments: March 9, 2021

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

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Date

# Town of Lunenburg – Committee Structure



Note:

- A. Report directly to Town Council.
- B. External Committees with one or more Council representatives. Major items may require Council approval, e.g., budgets.
- C. External Organizations with one or more Council representatives. Generally no formal reporting function to Council.




---

To: Town Council  
Town of Lunenburg

From: John Heseltine, LPP MCIP  
Stantec Consulting Ltd.

File: 163601438

Date: April 6, 2021

---

**Reference: Development Agreement Application for a Third Residential Unit, 6 Victoria Road (PID 60055753)**

<b>Applicant</b>	Mr. Jean Greige
<b>Landowner</b>	same
<b>Proposal</b>	Application to enter into a development agreement to allow for a third residential unit at 6 Victoria Road, Lunenburg
<b>Lot Area</b>	5,383 square feet
<b>Designation</b>	Residential
<b>Zone</b>	Residential
<b>Surrounding uses</b>	Mixed (Industrial, Commercial, Recreation, Residential)
<b>Heritage</b>	Outside the Heritage Conservation District
<b>Site visit</b>	

## 1. FACTS

### A. BACKGROUND

The property at 6 Victoria Road (PID 60055753) in the Town of Lunenburg currently contains two dwelling units. A development permit and building permit have been issued to renovate the two existing units. Occupancy permit 19109 was issued on 11 November 2020.

The structure is located on an irregularly shaped 5,383 square feet (500 m<sup>2</sup>) lot at the intersection of Victoria Road and Brook Street near the western edge of downtown Lunenburg. While the building is not within the Heritage Conservation District and is not formally recognized as a heritage structure, it is listed on ViewPoint.ca as being 136 years old (i.e., circa 1885) and retains its original character.

It is currently well-maintained and fits with the character of the surrounding streetscape. The application submission from Brighter Community Planning and Consulting contained in Schedule F attached to this report includes photographs of the structure before and after recent exterior renovations. The abutting properties at 26 Brook Street and 50 Falkland Street are residential uses of a similar vintage. The wider area is more mixed. While the adjacent blocks of Brook Street are predominantly residential, Lunenburg Foundry faces 6 Victoria Road across Falkland Street. There are other commercial uses on nearby blocks of Victoria Road (e.g., Seaside Animal Hospital and NAPA Auto Parts) and Falkland Street (e.g., West Nova Fuels). Across Victoria Road, furthermore, is the Lunenburg Playground.

### B. PROPOSAL

The property owner is seeking to add a third dwelling unit to the existing two-unit residential building at 6 Victoria Road. The property is currently designated Residential on the Future Land Use Map in the Municipal Planning Strategy (MPS) and zoned Residential (R) on the Town of Lunenburg Zoning Map. The R Zone permits single and two-unit dwellings as-of-right and permits the consideration of "multi-unit buildings" (i.e., buildings that contain three or more dwelling units) by development agreement.

Reference: Development Agreement Application for a Third Residential Unit, 6 Victoria Road (PID 60055753)

## 2. ISSUES AND OPTIONS

### A. RELEVANT POLICIES

LUB Section 5.1(b)(ii) establishes the right of Council to consider the development of “multi-unit dwellings in accordance with Municipal Planning Strategy policy 5.9.” Policy 5.9 states [It shall be the policy of Council to:]

*consider, only by development agreement, in areas designated Residential on Map 2, the Future Land Use Map proposals for multi-unit dwellings including conversions, expansions and new construction provided the development is in accordance with policy 5.12. [emphasis added]*

The property in question is in a Residential designation, as noted, and the proposal is an internal conversion of an existing building, which is listed among the development possibilities to which the policy applies. The application of Policy 5.12 is ambiguous in Policy 5.9 as written; however, Policy 5.12, which has been amended and re-numbered as 5.12A, is clear that it applies only to “proposals for new construction of multi-unit residential buildings.” (see **Schedule A** for full policy text).

For conversions and expansions Council is to consider the application against criteria set out in MPS Policies 19.9.1 and 19.9.2 (see **Schedule B**). Policy 19.9.1 applies to all LUB amendments and development agreements, while Policy 19.9.2 adds considerations applicable to all development agreements but not LUB amendments.

Criteria for Development Agreements and Land Use By-law Amendments	
<b>19.9.1</b> consider the following in addition to all other criteria set out in the various policies of this Municipal Planning Strategy when considering amendments to the Land Use By-law or development agreements:	
(a) that the proposal conforms to the intent of the Municipal Planning Strategy and to all other applicable Town By-laws and regulations, except where the application is for a development agreement and the requirements of the Land Use By-law need not be met; and	The development application is a request for a development agreement so Land Use Bylaw provisions may be varied if the outcome conforms to the intent of the Municipal Planning Strategy. The intent of the MPS is discussed in the section titled Issues Identified, below.
(b) that the proposal is not in conflict with Municipal or Provincial programs in effect in the Town; and	No conflicts have been brought to our attention.
(c) that the proposal is not premature or inappropriate by reason of:	
(i) financial ability of the Town to absorb costs related to the development; or	Town costs associated with approval should be limited to permitting and approvals. There is no indication that the Town is not able to absorb these costs, which will be partially mitigated by permit fees to be paid by the applicant.
(ii) adequacy and proximity of school, recreation and other community facilities; or	Occupants of the single additional unit will not place any pressure on the named facility types all of which are available in close proximity to the site.
(iii) negatively affecting the enjoyment of established residences; or	The additional unit is not likely to be disruptive to the current neighbourhood in which it is located and the property, in any case, is located such that activities there have little influence on even the two abutting residences.

**Reference:** Development Agreement Application for a Third Residential Unit, 6 Victoria Road (PID 60055753)

(iv) the creation of any undue traffic hazard or congestion; or	The property fronts on a significant traffic-bearing street but there is no reason to expect that the additional unit will add significantly to traffic volume in the town or exacerbate current traffic concerns.
(v) adequacy of Town sewer and water services, including fire flows and water pressure or the adequacy of the site for on-site services; or	The development will add a single unit that will likely accommodate one to no more than three people, who can be readily accommodated by the Town's existing water and wastewater networks and treatment facilities.
(vi) adequacy of storm drainage and effects of alteration to drainage pattern, including potential for creation of a flooding problem; or	The development is an internal conversion and as such should not result in changes to the structure or property that will increase run-off or have other effects that would influence storm drainage.
(vii) creation or worsening of a pollution problem in the area such as but not limited to soil erosion and siltation of watercourses; or	The property has a moderate slope and is located in an area of paved streets and developed properties removed from watercourses. It is not likely to be prone to erosion or similar effects and the addition of a single unit within the existing structure is unlikely to exacerbate any such effects should they exist.
(viii) suitability of site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way; and	The building and property are well-established and existing landscaping stabilizes its soils. No significant wetlands are near the site.
<b>19.9.2</b> consider the following in addition the criteria set out in 19.9.1 above, when considering development agreements:	
(a) that the proposal provides adequate off-street parking. In the case of development by development agreement, parking need not comply with the requirements of the Land Use By-law, and the intention of Council is to reduce the amount of parking required as far as reasonable in relation to the location of the property; and	Because of the irregular configuration of the lot, the presence of a wheelchair access ramp, and recently install curbing, only one parking space can be provided on the lot.
(b) that the proposal provides adequate emergency vehicle access; and	Emergency vehicle access is adequate.
(c) that the hours of operation of the proposed use will not unduly disturb nearby properties; and	N/A
(d) that the primary architectural features of the proposal, including but not limited to bulk, scale, roof shape, building materials, exterior cladding, and shape and size and relationship of doors and windows, shall be visually compatible with nearby buildings in the case of a new building, or with the original building in the case of an addition; and	The building's appearance is consistent with the fabric of the surrounding area and no changes to its exterior appearance are anticipated.
(e) that the proposal will not significantly alter the existing character or stability of the surrounding neighbourhood; and	The area has a mix of land uses but abutting structures are residential and the immediate neighbourhood incorporates single, duplex, and multi-unit buildings. As noted, the character and

**Reference:** Development Agreement Application for a Third Residential Unit, 6 Victoria Road (PID 60055753)

	appearance of the current building are consistent with the surrounding built environment.
(f) that the proposal will be integrated into the surrounding area by means of good landscaping and sensitive site orientation and screening adequate to eliminate the impact of any objectionable features such as parking or outdoor storage of equipment, parts and waste material; and	The property incorporates a large hedge that buffers abutting residential properties. Shifting parking from the front yard to the side of the building will enhance its appearance from the street and the park facing it across Victoria Road.
(g) that residential developments provide sufficient usable outdoor open space; and	The property area is 500 m <sup>2</sup> or 5,382 square feet, which is 10.4% short of the 558 m <sup>2</sup> /6,000 square foot minimum requirement in the R Zone. The property, however, was subdivided in 1852 before subdivision regulations existed and is consistent with the neighbourhood pattern. The applicant has indicated on the Site Plan provided in attached Schedule E that an amenity area of approximately 20 m <sup>2</sup> or 215 square feet is available on the property's western side yard. Furthermore, a large park located across Victoria Road provides residents at 6 Victoria Road with ready access to additional good quality open space opportunities.
(h) that the proposal will not result in a significant risk of damage to either the natural or built environment. This determination will be made by a person deemed to be qualified by Council. Where Council determines, on the advice of a qualified person, that there is a significant risk of such damage, environmental studies shall be undertaken by the developer in order to determine the nature and extent of any likely damage. The proposal shall not be approved by Council until Council is satisfied that all concerns respecting the impact of the development have been adequately addressed; and	No potential risk has been identified.
(i) that adequate provision is made for garbage collection and industrial waste disposal, and Council is satisfied that all necessary permissions for these services have been received from the regulatory body having jurisdiction; and	The applicant has stated that a "waste collection bin" will be provided. Waste is picked up from existing units on the property without any complications that have been noted.
(j) the use shall not as a result of emissions of noise, odour, dust, or light or any other form of emission, have an undue negative effect on the enjoyment of other properties in the area.	A residential land use conventionally used should not create emissions that will cause any undue negative effect.

**Reference:** Development Agreement Application for a Third Residential Unit, 6 Victoria Road (PID 60055753)

## **B. REQUESTS FOR COMMENTS**

As part of this review process, Town staff met to review the application on March 29, 2021.

Engineering and Public Works staff determined that the site is suitable for development. No grade changes are proposed, the site is not near a watercourse, and no interference with utility ROWs is required. Public water and sewer services are adequate for a third residential unit. The local storm system has been upgraded and storm drainage is also adequate. There is no known pollution on site and no noxious use is proposed.

## **C. ISSUES IDENTIFIED**

The development agreement application is specifically required to allow the addition of a third residential unit at 6 Victoria Road. The addition of a single unit will not significantly impact municipal infrastructure and should not exacerbate any safety or nuisance concerns in the area. The lot, as noted in the foregoing table, is just more than 10% short of the LUB minimum for the R Zone and the provision of only one parking space is less than has traditionally been expected for a three-unit residential structure.

The MPS supports the intensification of residential land uses within the town given the need for affordable housing and noting that the Old Town and New Town (in which 6 Victoria Road is located) “have long since developed to the extent possible.” Given that nearly all properties in the traditional areas of the town have been built on, the Planning Strategy provides for additional units through conversion:

*Conversion of large old single unit dwellings and other buildings to multi-unit dwellings serves a housing need and provides an acceptable use for the larger buildings. Small scale conversions will be permitted; larger scale conversions will require a development agreement.*

Conversions to create two units are considered small-scale. The conversion applied for at 6 Victoria Road, although modest, falls into the category of larger scale conversions requiring a development agreement.

Policy 5.8 lists “conversion of buildings to three unit dwellings” as one of nine uses to be “Allowed Throughout Residential Designation[s].” The R Zone, however, only permits up to two-unit dwellings. Conversions to three units are addressed by Policy 5.9, which allows Council to consider “proposals for multi-unit dwellings including conversions ... provided the development is in accordance with policy 5.12. Policy 5.12, however, deals with new construction, effectively passing the consideration of conversion projects onto Policies 19.9.1 and 19.9.2.

As stated in Policy 19.9.1(a), the development agreement process allows Council to consider developments that would not otherwise be permitted under the LUB if the overall intent of the MPS is met. The two measures by which the proposal does not meet LUB standards are lot area and parking. The lot is 10.4% short of the 558 m<sup>2</sup>/6,000 square foot minimum area required for the R Zone. This deficiency is unlikely to affect the ability of tenants to recreate on the property and is mitigated by the availability of an open municipal park directly across the street.

The under-sized property is, however, a factor in the inability of the developer to provide more than one parking space for the building. The developer’s application acknowledges “small lot size” along with the irregular shape of the lot, the recent relocation of the curb cut such that vehicles now enter the property on the /east side of the structure, and a wheelchair ramp constructed at the northeast corner of the property as

**Reference:** Development Agreement Application for a Third Residential Unit, 6 Victoria Road (PID 60055753)

factors limiting his ability to provide more than one space meeting the size requirements of the LUB (i.e., at least 18 m<sup>2</sup>/200 square feet, measuring at least 3 m/10 feet by 6 m/20 feet, exclusive of driveways or aisles).

Section 26M.1 of the LUB states that developers converting buildings to increase the number of dwelling units can have no more than three dwelling units and must provide “one (1) off-street parking space ... for each dwelling unit.” Policy 19.9.2 of the MPS, which is reproduced in the table above, states, however, that “[i]n the case of development by development agreement, parking need not comply with the requirements of the Land Use By-law, **and the intention of Council is to reduce the amount of parking required as far as reasonable in relation to the location of the property.**” [emphasis added]]

The applicant has identified the key points that justify reduction of the parking requirement for 6 Victoria Road. In addition to the clear direction of the MPS that parking should be reduced “as far as reasonable,” the location of the property suits it well to occupants who do not want to or cannot own a car. The restaurants and retail businesses are located on blocks immediately around the property. A walk to the centre of the Lunenburg waterfront takes just ten minutes and it is just seven minutes walk to the nearest grocery store. As noted, the Lunenburg Playground, which has tennis courts and playground equipment, is across Victoria Road, and other recreation facilities such as the Curling Club are nearby. Residents will also have easy access to the Back Harbour Trail to reach the waterfront and downtown.

Planning regulations have historically required substantial parking provisions for residential and commercial properties to “get cars off the street.” Planners have more recently come to recognize that excessive requirements for onsite parking inhibit redevelopment potential and encourage automobile use where it is not necessary. Providing less parking ultimately reduces car ownership and vehicle trips in the community, while encouraging walking. The objective of encouraging walkability is especially important in a historic community like Lunenburg where walking reinforces traditional character and creates a more pleasant environment for visitors. It also has significant benefits for the health of community members.

## **D. OPTIONS**

In response to the application Planning Advisor Committee may

1. Recommend that the Council enter into the development agreement to add a third residential unit to 6 Victoria Road, PID 600557531, and give First Reading and set a Public Hearing date.
2. Recommend that the application be refused if it is found not to carry out the intent of the Municipal Planning Strategy.
3. Provide alternative direction, such as requesting further information on a specific topic.

## **3. FINANCIAL IMPACT**

None at this time.

## **4. STRATEGIC PLAN RELEVANCE**

This project is in keeping with the following Strategic Directions and Goals approved by Lunenburg Town Council on November 17, 2020 (<https://www.explorelunenburg.ca/strategic-plan.html>):

**Reference:** Development Agreement Application for a Third Residential Unit, 6 Victoria Road (PID 60055753)

- *Community Structure* – A town that accommodates growth and change in a well-planned way that is respectful of its layered past and creates opportunities for its long-term future.
- *Housing* – A town that offers a wide range of high quality and affordable housing options.
- *Mobility* – A town with an integrated transportation system for all modes that can support the needs of residents and visitors without creating undue burden on the town.

## 5. RECOMMENDATION

Based on the foregoing review, Mr. Jean Grieg's application to enter into a development agreement with the Town to permit the conversion of the building at 6 Victoria Road to a maximum of three dwelling units notwithstanding that the proposed development will not satisfy the requirement of Section 26M.1 of the LUB requiring that such developments must have one off-street parking space per dwelling unit, is consistent with the intents of the MPS. The proposal is consistent with the Town's residential development policies and meets the intent of the MPS, particularly the intention of Council stated in MPS Policy 19.9.2(a) "to reduce the amount of parking required as far as reasonable in relation to the location of the property" for developments of the type that Mr. Grieg is proposing.

IT IS RECOMMENDED THAT Council enter into the development agreement to add a third residential unit to 6 Victoria Road, PID 600557531, and give First Reading and set a Public Hearing date.

## 6. APPENDICES

Schedule A – Municipal Planning Strategy Policies 5.8, 5.9, and 5.12

Schedule B – Municipal Planning Strategy Policy 19.9

Schedule C – Development Agreement Approval Process

Schedule D – Site Plan

Schedule E – Application

Schedule F – DRAFT Development Agreement

**Stantec Consulting Ltd.**



**John Heseltine** LPP MCIP  
Senior Planner  
Phone: 902 481 1477  
John.Heseltine@stantec.com

Attachment: Schedules A through G

c.Dawn Sutherland, Development/Planning Manager

## **Schedule A – Municipal Planning Strategy Policies 5.8, 5.9, and 5.12**

It shall be the policy of Council to:

### **Uses Allowed Throughout Residential Designation**

- 5.8 permit in areas designated Residential and zoned Old Town Residential (OTR) or Residential (R):
- (a) business uses that are incidental and secondary to a main residential use, subject to specific requirements regarding type of use, floor area, signs and parking; and
  - (b) conversion of buildings to three unit dwellings; and
  - (c) existing commercial uses; and
  - (d) existing multi-unit dwellings; and
  - (e) existing residential and commercial storage buildings; and
  - (f) one and two unit dwellings; and
  - (g) rooming and boarding houses, subject to specific requirements regarding the maximum number of rooms available for rent; and
  - (h) visitor-oriented commercial uses existing on January 1, 2003 and listed in the Residential (R) Zone of the Land Use By-law.
  - (i) tourist homes subject to specific requirements regarding maximum size, location and parking.
- 5.9 consider, only by development agreement, in areas designated Residential on Map 2, the Future Land Use Map proposals for multi-unit dwellings including conversions expansions and new construction provided the development is in accordance with policy 5.12.
- 5.12A (1) Ensure that the following criteria are met when Council is considering proposals for new construction of multi-unit residential buildings by development agreement:
- (a) the minimum lot size must be 279 square metres (3,000 square feet) per dwelling unit up to four and 93 square metres (1,000 square feet) for each additional dwelling unit;
  - (b) residential developments of four or more units must provide 20% of the minimum lot area as dedicated green space to be maintained in plantings and not paved—the approximate location of the green space and the plan for planting it must be included in the development agreement;
  - (c) development must be screened from adjacent one and two unit residential uses by trees and shrubs according to the following requirements:
    - (i) 4 - 5 units 1.5 metres (5 feet)
    - (ii) 6 - 10 units 3 metres (10 feet)
    - (iii) 11 - 15 units 4.5 metres (15 feet)
    - (iv) 16 units and over 6 metres (20 feet)

The location, plant mix and maintenance standards must be included in the development agreement.

- (d) one and one-quarter parking spaces are required for each unit in all developments of four units and over.
  - (e) parking in the front yard is prohibited.
  - (f) location and design of parking spaces and driveways must be included in the development agreement.
- (2) In the case of additions to existing residential developments, the criteria in subsection (1) apply only to the addition.
- (3) In the case of conversions, the specific criteria in subsection (1) do not apply but the factors listed should be taken into account in the development agreement to the extent the existing lot permits.

## **Schedule B – Municipal Planning Strategy Policy 19.9**

19.9.1 consider the following in addition to all other criteria set out in the various policies of this Municipal Planning Strategy when considering amendments to the Land Use By-law or development agreements:

- (a) that the proposal conforms to the intent of the Municipal Planning Strategy and to all other applicable Town By-laws and regulations, except where the application is for a development agreement and the requirements of the Land Use By-law need not be met; and
- (b) that the proposal is not in conflict with Municipal or Provincial programs in effect in the Town; and
- (c) that the proposal is not premature or inappropriate by reason of:
  - (i) financial ability of the Town to absorb costs related to the development; or
  - (ii) adequacy and proximity of school, recreation and other community facilities; or
  - (iii) negatively affecting the enjoyment of established residences; or
  - (iv) the creation of any undue traffic hazard or congestion; or
  - (v) adequacy of Town sewer and water services, including fire flows and water pressure or the adequacy of the site for on-site services; or
  - (vi) adequacy of storm drainage and effects of alteration to drainage pattern, including potential for creation of a flooding problem; or
  - (vii) creation or worsening of a pollution problem in the area such as but not limited to soil erosion and siltation of watercourses; or
  - (viii) suitability of site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way; and

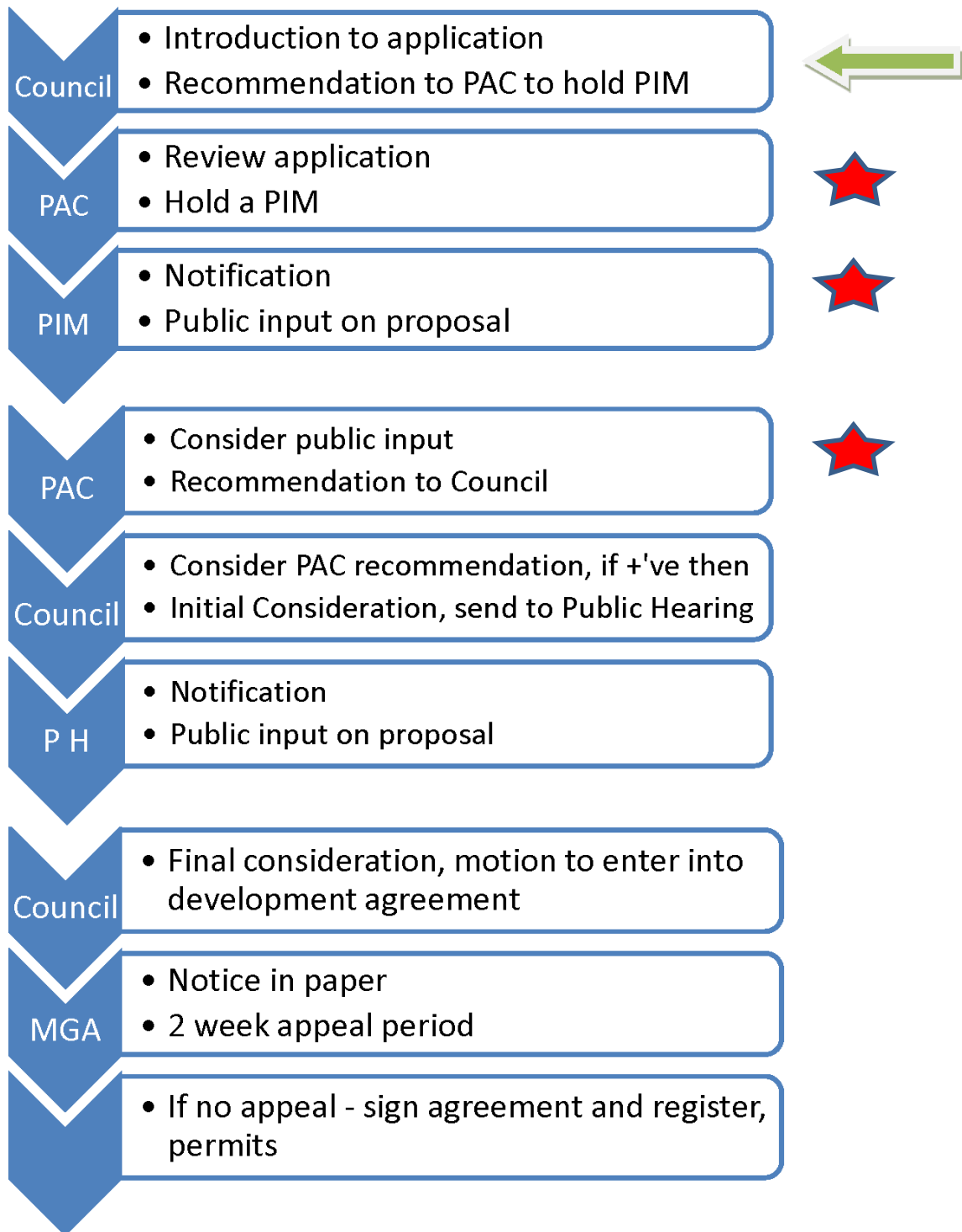
19.9.2 consider the following in addition the criteria set out in 19.9.1 above, when considering development agreements:

- (a) that the proposal provides adequate off-street parking. In the case of development by development agreement, parking need not comply with the requirements of the Land Use By-law, and the intention of Council is to reduce the amount of parking required as far as reasonable in relation to the location of the property; and
- (b) that the proposal provides adequate emergency vehicle access; and
- (c) that the hours of operation of the proposed use will not unduly disturb nearby properties; and
- (d) that the primary architectural features of the proposal, including but not limited to bulk, scale, roof shape, building materials, exterior cladding, and shape and size and relationship of doors and windows, shall be visually compatible with nearby buildings in the case of a new building, or with the original building in the case of an addition; and
- (e) that the proposal will not significantly alter the existing character or stability of the surrounding neighbourhood; and
- (f) that the proposal will be integrated into the surrounding area by means of good landscaping and sensitive site orientation and screening adequate to eliminate the impact of any

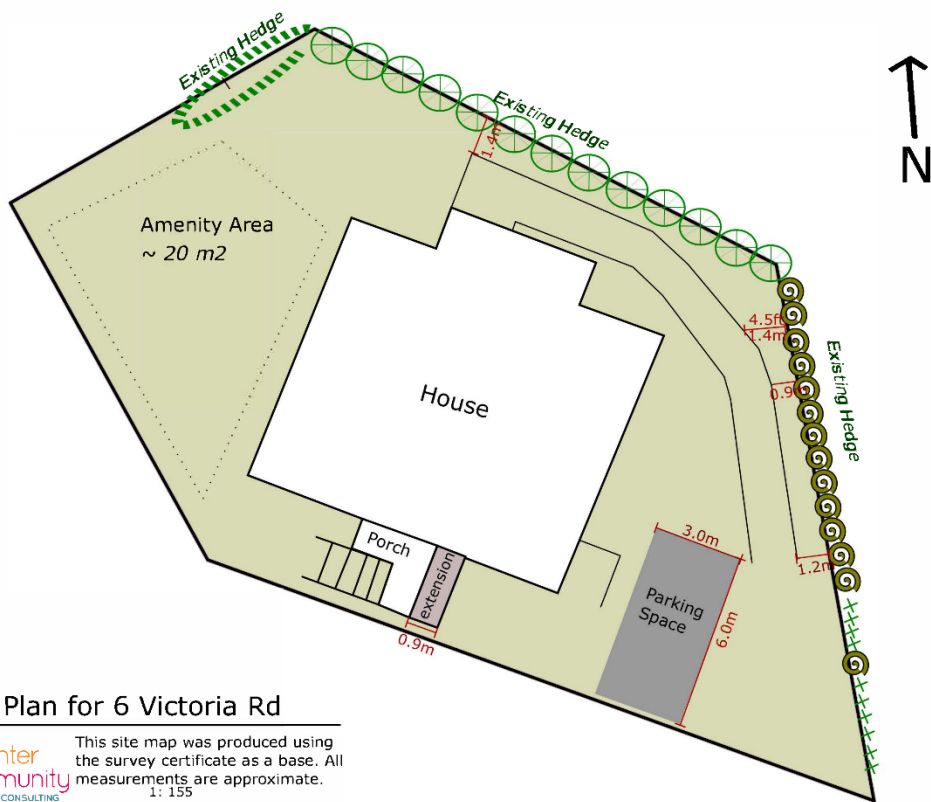
objectionable features such as parking or outdoor storage of equipment, parts and waste material; and

- (g) that residential developments provide sufficient usable outdoor open space; and
- (h) that the proposal will not result in a significant risk of damage to either the natural or built environment. This determination will be made by a person deemed to be qualified by Council. Where Council determines, on the advice of a qualified person, that there is a significant risk of such damage, environmental studies shall be undertaken by the developer in order to determine the nature and extent of any likely damage. The proposal shall not be approved by Council until Council is satisfied that all concerns respecting the impact of the development have been adequately addressed; and
- (i) that adequate provision is made for garbage collection and industrial waste disposal, and Council is satisfied that all necessary permissions for these services have been received from the regulatory body having jurisdiction; and
- (j) the use shall not as a result of emissions of noise, odour, dust, or light or any other form of emission, have an undue negative effect on the enjoyment of other properties in the area.

## Schedule C – Development Agreement Approval Process



# Schedule D – Site Plan



## Site Plan for 6 Victoria Rd

**brighter  
community**  
PLANNING & CONSULTING

This site map was produced using the survey certificate as a base. All measurements are approximate.  
1: 155

## Schedule E – Application

Schedule A -1 Application form

Town of Lunenburg Planning Application for Development Agreements

PLEASE NOTE THAT ALL INFORMATION PROVIDED IS PUBLIC INFORMATION

APPLICANT INFORMATION	REGISTERED OWNER OF PROPERTY
Name: Erin Ferguson	Name: Jean Greige
Company Name: Brighter Community Planning & Consulting Ltd	Company Name:
Mailing Address: 80 Water Street, Windsor, BON 2T0	Mailing Address: 50 Montague Street PO Box 1709, Lunenburg, NS, B0J 2C0
Email: erin@brighterplanning.ca	Email: j3pizza@hotmail.com
Phone: [REDACTED] (home)	Phone: [REDACTED]
Cell: [REDACTED]	Cell

PLEASE NOTE: If you are not the registered owner of the property, include a letter of authorization from the owner with your application.

PROPERTY INFORMATION	APPLICATION CHECKLIST
Civic Address: 6 Victoria Rd	<input type="checkbox"/> Copy of Deed
PID: 60055753	<input checked="" type="checkbox"/> Survey Plan or Equivalent
Present Use of Property: Two Unit Dwelling	<input checked="" type="checkbox"/> A Letter Explaining the Proposal
Proposed Use of Property: Three Unit Dwelling	<input type="checkbox"/> Application and Advertising Fees \$945.15 (\$245.15 + \$700.00). NOTE PROPERTY OWNER WILL PROVIDE SEPARATELY

**EXPLANATION OF PROPOSAL AND SIGNATURE**

**A short explanation of your proposal (please include a detailed letter with a full explanation)** The proposal is to add one additional dwelling unit for a total of three dwelling units in a former single unit residence. The proposal also includes the provision of one dedicated off-street parking space.

By submitting this application I affirm that the facts set forth are true and complete.

Name (printed): Erin Ferguson      Signature: [REDACTED]      Date: November 13, 2020

**OFFICE USE ONLY:** Type of DA Application: Substantial Amendment      Date received:



November 12, 2020

Town of Lunenburg  
Department of Planning  
Attn: Dawn Sutherland

**RE: Development Agreement Application for PID 60055753 (6 Victoria Rd)**

---

Dear Ms. Sutherland,

Please accept this letter as an application for a development agreement by my client, Jean Greige. Mr. Greige is seeking a development agreement to permit 1 additional dwelling unit at 6 Victoria Rd. This letter will serve as the development agreement application for Council's review and decision.

Attached you will find:

- Site Plan
- Application Form
- Policy Analysis

Mr. Greige will be submitting the required application fees directly to the municipality.

**Introduction:**

Mr. Greige is the owner 6 Victoria Road and is seeking a development agreement to permit 1 additional dwelling unit for a total of 3 dwelling units within the building. As you are aware, Mr. Greige is undertaking renovations to the building. He has secured a DP/BP for the renovation of the existing two units but wishes to add a third unit, which requires a development agreement.

The property is an irregularly shaped lot located at the corner of Victoria Road and Falkland Street. It is 5,383 square feet in area (approximately 500 square metres) and is serviced by town water and sewer. It is adjacent to existing residential development, with commercial activities and public recreational facilities in the immediate area. The property is not subject to the Town's architectural controls, but the house maintains many of its original architectural features and is very much in keeping with the existing neighbourhood's built form.

Property Online Map

Date: Jun 3, 2020 1:58:36 PM



Figure 1 - Location map showing subject property in yellow.



Figure 2 – Photo of the front façade.



**Proposal**

Mr. Greige is seeking the development agreement to permit the addition of a third dwelling unit in an existing residential building and is proposing to provide one off-street parking space.

**Policy Analysis & Discussion**

Mr. Grieger’s proposal to add a third dwelling unit to an existing residential building property aligns with the residential land use policies and stated objectives of the Municipal Planning Strategy (MPS).

Residential Land Use Policy and Zoning Requirements

The property is currently designated as Residential in the Municipal Planning Strategy and zoned as Residential in the Land Use Bylaw. The MPS recognizes that the demand for affordable housing has increased and supports the conversion of large old single unit dwellings to multi-unit dwellings as one approach to increase the availability of affordable housing options. Small scale conversions are considered as a permitted use while larger scale conversions may be supported under a development agreement.

The proposal is consistent with Policy 5.8 of the MPS which considers the conversion of buildings to three unit dwellings in areas designated as Residential and zoned as Residential as an allowed use. While the proposal is permitted by the MPS, the Residential zone only permits two unit dwellings and requires a development agreement for multi-unit dwellings. Therefore Mr. Greige is applying for a development agreement to add a third dwelling unit.

The Municipal Planning Strategy provides guidance when considering development agreement applications. The Residential Designation, through policy 5.9, allows Council to consider conversations to existing buildings to permit multi-unit development in compliance with Policy 5.12.

Policy 5.12 establishes the specific criteria that Council shall consider when reviewing a development agreement application for new construction. In this case, the request is for an internal conversion to permit the extra unit and, therefore, the policies of 5.12 do not apply.

In addition to any specific criteria, Council has general criteria when considering any development agreement application. Please see the chart below for a review of this proposed development against the general criteria of Policy 19.9.1 and 19.9.2.

<b>Policy 19.9.1</b> Consider the following in addition to all other criteria set out in the various policies of the MPS when considering amendments to the LUB or development agreements	
(a) That the proposal confirms to the intent of the MPS and to all other applicable	The MPS enables the conversion of existing dwellings within the Residential Designation by

	Town By-laws and regulations, except where the application is for a development agreement and the requirements of the LUB need not be met; and	development agreement. Policy 5.8 permits conversion to 3 units as an allowed use while Policy 5.9 enables multi unit conversion through a development agreement.
(b)	That the proposal is not in conflict with Municipal or Provincial programs in effect in the Town; and	Not aware of any conflicts
(c)	That the proposal is not premature or inappropriate by reason of:	
(i)	Financial ability of the Town to absorb costs related to the development; or	This is an intensification of an existing property and maximizes the usage of existing municipal infrastructure.
(ii)	Adequacy and proximity of school, recreation, and other community facilities; or	Recreation facilities are located across the street from the site. The addition of 1 dwelling unit will not tax the local capacity of the school or other facilities. The school is within a 5 minute walk of the site.
(iii)	Negatively affecting the enjoyment of established residences; or	The additional dwelling unit is not expected to impact adjacent neighbours. It is an interior renovation and the site has an established landscape buffer at the rear and both sides.
(iv)	The creation of any undue traffic hazard or congestion; or	The parking area is located on a corner of the property. The addition of 1 unit will have minimal impact on traffic congestion.
(v)	Adequacy of Town sewer and water servicing, including fire flows and water pressure or the adequacy of the site for on-site services; or	Adequate.
(vi)	Adequacy of storm drainage and effects of alternation to drainage pattern, including potential for creation of a flooding problem; or	The Town of Lunenburg is (or may have already) undertaken some storm water management work on the corner. The Town upgraded the corner of Victoria and Falkland to address stormwater issues (installation of storm drains and curbing) within the last 3 years.
(vii)	Creation or worsening of a pollution problem in the area such as but not limited to soil erosion and siltation of watercourses; or	No impact
(viii)	Suitability of site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-ways; and	No impact
<b>19.9.2 Consider the following in addition to the criteria set out in 19.9.1 above, when considering</b>		

development agreements:	
<p>(a) That the proposal provides adequate off street parking. In the case of development by development agreement, parking need not comply with the requirements of the Land Use By-law, and the intention of Council is to reduce the amount of parking required as far as reasonable in relation to the location of the property; and</p>	<p>One parking space will be provided on site. Due to the odd configuration of the lot, existing municipal infrastructure including a recent curb installation along the street, the placement of the building on the lot, and the requirement to provide an accessibility ramp, only one parking space can be accommodated.</p> <p>The property is within reasonable walking distance of the shops and services in the downtown. It is approximately a 15-minute walk to Foodland in one direction, and a 15-minute walk to Fisherman’s Memorial Hospital in the other direction. It is also located within a 5-minute walk of Bluenose Academy.</p> <p>Section 26 of the Land Use Bylaw requires one parking space per dwelling unit for converted buildings; however, we note that purpose built single unit and two-unit dwellings do not require designated off-street parking under the Land Use Bylaw.</p> <p>Providing one parking space for the additional unit on a property located within a 15 min walk of many amenities and services, balances the need for parking with Council’s intention to reduce the amount of parking required as far as reasonable.</p>
<p>(b) that the proposal provided adequate emergency vehicle access; and</p>	<p>Adequate</p>
<p>(c) that the hours of operation of the proposed use will not unduly disturb nearby properties: and</p>	<p>N/A</p>
<p>(d) that the primary architectural features of the proposal, including by not limited to bulk, scale, roof shape, building materials, exterior cladding, and shape and size and relationship of doors and windows, shall be visually compatible with nearby buildings in the case of a</p>	<p>The exterior of the building retains the look of a single unit dwelling and is consistent with the architecture of the area.</p>

<p>new building or with the original building in the case of an addition; and</p>	
<p>(e) that the proposal will not significantly alter the existing character of stability of the surrounding neighbourhood; and</p>	<p>No impact. The area is mostly single unit dwellings but there are several multi-units within the general area as well as tourist accommodations. The recent renovations improve the appearance of the building and maintain the heritage character of the area.</p>
<p>(f) that the proposal will be integrated into the surrounding area by means of good landscaping and sensitive site orientation and screen adequate to eliminate the impact of objectionable features such as parking or outdoor storage of equipment, parts and waste material; and</p>	<p>See site plan. There is existing mature hedging along the rear and side property lines.</p>
<p>(g) that residential developments provide sufficient usable outdoor open space; and</p>	<p>There is a large grassed area on the western side of the building sufficient for residents' needs. It is also located across the street from municipal greenspace and recreational facilities.</p>
<p>(h) that the proposal will not result in a significant risk of damage to either the natural or built environment. This determination will be made by a person deemed to be qualified by Council. Where Council, determines, on advice of a qualified person, that there is significant risk of such damage, environmental studies shall be undertaken by the developer in order to determine the nature and extent of any likely damage. The proposal shall not be approved by Council until Council is satisfied that all concerns respecting the impact of the development have been adequately addressed; and</p>	<p>No impact.</p>
<p>(i) that adequate provision is made for garbage collection and industrial waste disposal, and Council is satisfied that all necessary permissions for these services have been received from the regulatory body having jurisdiction; and</p>	<p>Waste collection bin will be provided.</p>

(j) the use shall not as a result of emissions of noise, odour, dust or light or any other form of emission, have an undue negative effect on the enjoyment of other properties in the area.	No anticipated land use conflicts
--	-----------------------------------

Parking Requirements

Mr. Greige has provided one off-street parking space in the eastern side yard between the building and the accessibility ramp (Figure 6). The parking area exceeds the 3 metre by 6 metre size requirement and is surfaced in gravel. Parking for this property previously occurred in front of the building and to the side on land within the road right-of-way. The parking space included with this proposal is now located on private property using the existing access.

The ability to provide additional parking is constrained by:

- small lot size and irregular lot shape
- the location of the existing building on the site
- newly installed municipal curb and stormwater infrastructure that limits access to the western portion site
- the construction of an accessibility ramp required by building code

The central location of the site is convenient to many services, amenities, and places of employment. It is within a 15-minute walk of downtown and the hospital and is within a 5-minute walk of the local school. This location reduces the reliance on having a private automobile and makes it possible for tenants to access many daily needs on foot.

Under the Land Use Bylaw, newly constructed single and two-unit dwellings are not required to provide off-street parking but converted buildings require dedicated off-street parking. Section 26M.1 of the Land Use Bylaw states that one off-street parking space is required for each dwelling unit however Policy 19.2.2 of the MPS states that when considering a development agreement, parking need not comply with the requirements of the Land Use By-law, and the intention of Council is to reduce the amount of parking required as far as reasonable in relation to the location of the property. Providing one off-street parking space is reasonable given the context of parking regulations, the location of the site, and the physical development constraints.



Image capture: May 2009 © 2020 Google

**Figure 3:** Photo of building from 2009. In 2009, there were no curbs or storm water infrastructure present.



**Figure 4:** Photograph of home after exterior renovations in 2018 and installation of curbs and new municipal infrastructure.



**Figure 5:** Location of storm water management infrastructure.



Figure 6 – Photo of the new off-street parking space

### Broader Objectives of MPS

The proposal will add another rental unit within a former single unit dwelling. This adaptive reuse of the property at 6 Victoria Road fits well into the existing neighbourhood and the home has maintained its look as a single unit dwelling. The proposal is consistent with residential land use policies and development agreement guidelines and aligns with broader municipal goals as stated in the MPS objectives:

- Control land use and development in a way that will reduce conflicts between incompatible uses, and which will not overburden existing services  
*The proposed infill development makes use of existing services and is compatible with surrounding land uses.*
- Encourage preservation of the architectural and cultural heritage of the Town and minimize any negative that may result from new development or redevelopment  
*While not within the architectural control area, the property maintains many of its original features and has been renovated in a way that reflects the history of the home and complements the character of the neighbourhood.*

- Control land use and development in a manner that will preserve, enhance, and protect both the natural and built environments of the Town.

*The reuse and adaptation of an existing building is the most sustainable option. Adding one additional dwelling unit in a recently renovated home enhances the character of the surrounding neighbourhood and helps to protect the natural environment by adding density in an already built up area rather than consuming more land.*

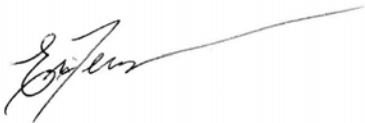
## Summary

The proposal to add an additional dwelling unit at 6 Victoria Road is consistent with the Municipal Planning Strategy. Specifically, the proposal:

- Can be considered by development agreement subject to the general implementation criteria
- Converts a former single unit residence into multi-unit dwellings which is considered as an acceptable use for older buildings in the MPS
- Is compatible with surrounding land use and consistent with the established built form in the neighbourhood
- Provides much needed recently renovated rental housing units, including one accessible unit, in a central location

If you have any questions, please contact me at 902-365-2914.

Sincerely,



Erin Ferguson, MCP, MCIP Candidate Member  
Planner  
Brighter Community Planning & Consulting

## **Schedule F – DRAFT Development Agreement**

THIS DEVELOPMENT AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, A.D. 2021

BETWEEN:

JEAN GREIGE, of Lunenburg, Nova Scotia, hereinafter called the "Property Owner" of the First Part

and

TOWN OF LUNENBURG, a body corporate pursuant to the Municipal Government Act, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Lunenburg, Lunenburg County, Nova Scotia, hereinafter called the "Town",

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule A attached hereto and which are known as 6 Victoria Road and Property Identification (PID) Number 60055753; and

WHEREAS the Property Owner wishes to use the existing structure on the Property as a three-unit dwelling; and

WHEREAS the Property is situated within an area designated Residential on the Future Land Use Map of the Municipal Planning Strategy, and zoned Residential (R); and

WHEREAS Section 5.9 of the Municipal Planning Strategy provides that the proposed use may be developed only if authorized by development agreement; and

WHEREAS the Property Owner has requested that the Town of Lunenburg enter into this development agreement pursuant to Section 225 of the Municipal Government Act so that the Property Owner may develop and use the Property in the manner specified.

and

WHEREAS the Town by resolution of Town Council passed at a meeting on (date of motion), approved this Development Agreement;

Now this Agreement witnesses that in consideration of covenants and agreements contained herein, the parties agree as follows:

### **PART 1 AGREEMENT CONTEXT**

#### **1.1 Schedules**

The following attached schedules shall form part of this Agreement:

Schedule A Property Description

Schedule B Site Plan

#### **1.2 Municipal Planning Strategy and Land Use By-law**

(a) Municipal Planning Strategy means a By-law of the Town, approved on 13 June 1996, as amended, or any successor by-laws.

(b) Land Use By-law means a Bylaw of the Town, approved in 2012 as amended, or any successor by-laws.

### **1.3 Definitions**

Unless otherwise defined in this Agreement, all words used herein shall have the same meaning as defined in the Land Use By-law. Words not defined in the Land Use By-law but used herein are:

(a) Development Officer means the Development Officer appointed by the Council of the Town.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Use**

The Parties agree that the use of the Property shall be limited to those uses permitted by the underlying zoning in the Land Use By-law (as may be amended from time to time) and a three-unit dwelling.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law apply to any development undertaken pursuant to this Agreement.

### **2.3 Appearance of Property**

The Property Owner shall at all times maintain all structures and services on the Property in good repair and a useable state, and maintain the Property in a neat and presentable condition.

### **2.4 Waste Resource Management**

Waste resource receptacles shall be screened from view from the public street and abutting properties and be located in the rear yard, as shown on Schedule B, Site Plan.

### **2.5 Exterior Lighting**

Exterior lighting located on the Property shall be arranged so as to divert light away from public streets and neighbouring properties.

### **2.6 Accessory Structures**

Accessory structures shall be permitted on the Property and shall be subject to the zone requirements for the underlying zone and general provisions pertaining to accessory structures contained within the Land Use By-law, as amended from time to time.

## **PART 3 CHANGES AND DISCHARGE**

3.1 The Property Owner shall not vary or change the use of the Property, except as provided for in Section 2.1.b of this Agreement, unless a new development agreement is entered into with the Town or this Agreement is amended.

3.2 Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed by Council without a public hearing.

3.3 The following matters are substantive matters:

(a) The use of the property, as provided for in Section 2.1 of this Agreement; and

(b) The provision of one parking space meeting the general provisions pertaining to parking spaces contained within the Land Use By-law, as amended from time to time.

3.4 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing.

3.5 The Town may discharge this development agreement if the use described herein is discontinued to twelve (12) months or longer.

3.6 The Town may impose further regulation on the occupancy of the third dwelling unit if, in the opinion of Council, quiet enjoyment of neighbouring properties has been interrupted.

## **PART 4 IMPLEMENTATION**

### **4.1 Commencement of Operation**

No construction or use may be commenced on the Property until the Town has issued any required Development Permits, Building Permits and/or Occupancy Permits. Prior to the issuance of a Development Permit, the Development Officer shall be satisfied that the following matters have been adequately addressed:

(a) building plans have been approved by a building official with regard to compliance with the National Building Code.

A Development Application for the required permits must be made within sixty (60) days of this Agreement being recorded at the Land Registry Office.

### **4.2 Drawings to be Provided**

When an engineered design is required for any portion of a development, record drawings shall be provided to the Development Officer within ten days of completion of the work which requires the engineered design, unless further time has been granted by the Development Officer.

### **4.3 Expiry Date**

The Property Owner shall sign this Agreement within sixty (60) days from the date the appeal period lapses, or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void.

## **PART 5 COMPLIANCE**

### **5.1 Compliance with Other By-laws and Regulations**

Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Town laws, bylaws and regulations in force or from obtaining any Federal, Provincial, or Town license, permission, permit, authority or approval required thereunder.

### **5.2 Town Responsibility**

The Town does not make any representations to the Property Owner about the suitability of the Property for the development proposed by this Agreement. The Property owner assumes all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the development.

### **5.3 Warranties by Property Owner**

The Property Owner warrants as follows:

(a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the

Lands or the Developer has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Developer to sign the Development Agreement to validly bind the Lands.

(b) The Property Owner has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

#### **5.4 Costs**

The Property Owner is responsible for all costs associated with recording this Agreement in the Registry of Deeds or Land Registration Office, as applicable.

#### **5.5 Full Agreement**

This Agreement constitutes the entire agreement and contract entered into by the Town and the Property Owner. No other agreement or representation, oral or written, shall be binding.

#### **5.6 Severability of Provisions**

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

#### **5.7 Interpretation**

Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neutral genders.

#### **5.8 Breach of Terms or Conditions**

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Town may undertake any remedies permitted by the Municipal Government Act.

#### **5.9 Termination of Agreement**

(a) That this Agreement shall be in effect until discharged by resolution of the Council of the Town in accordance with the relevant statutes; whereupon the Land Use By-law shall apply to the lands described in Schedule "A";

(b) That the Council of the Town may discharge this Development Agreement if the development described herein has not been commenced within eighteen (18) months of this Agreement;

(c) That the Council of the Town may discharge this Development Agreement if the use described herein is discontinued for a period of no less than twelve (12) months;

(d) That the Council of the Town retains the option of discharging this development agreement should any fact provided to the Town by the Property Owner or its agents constitutes a material misrepresentation of the facts upon which this Agreement is based; and

(e) That the Council of the Town may discharge this Agreement if the Property Owner breaches any terms of the Agreement.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

IN WITNESS WHEREOF this Agreement was properly executed by the respective parties hereto and is effective as of the day and year first above written.

SIGNED, SEALED AND ATTESTED to be  
the proper signing officers of the Town of  
Lunenburg, duly authorized in that  
behalf, in the presence of:  
TOWN OF LUNENBURG

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Rachel Bailey, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Bea Renton, Town Clerk

SIGNED, SEALED AND DELIVERED  
In the presence of:

PROPERTY OWNER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jean Greige



# 6 Victoria Road

Development  
Agreement  
Application

Town of Lunenburg PAC

April 12, 2021

# Application Summary

**APPLICANT**

MR. JEAN GREIGE

**Landowner**

same

**Proposal**

Application to enter into a development agreement to allow for a third residential unit at 6 Victoria Road, Lunenburg

**Lot Area**

5,383 square feet

**Designation**

Residential

**Zone**

Residential

**Surrounding uses**

Mixed (Industrial, Commercial, Recreation, Residential)

**Heritage**

Outside the Heritage Conservation District

**Site visit**

April 6, 2021

# Policy Basis

- **LUB Section 5.1(b)(ii)** establishes the right of Council to consider the development of “multi-unit dwellings in accordance with Municipal Planning Strategy policy 5.9.”
- **Policy 5.9** states [It shall be the policy of Council to:]
  - consider, **only by development agreement, in areas designated Residential** on Map 2, the Future Land Use Map **proposals for multi-unit dwellings including conversions**, expansions and new construction provided the development is in accordance with policy 5.12. [emphasis added]
- 6 Victoria Road is in a **Residential** designation
- The proposal is an **internal conversion** of an existing building, which is listed among the development possibilities to which the policy applies.

# Policy Review

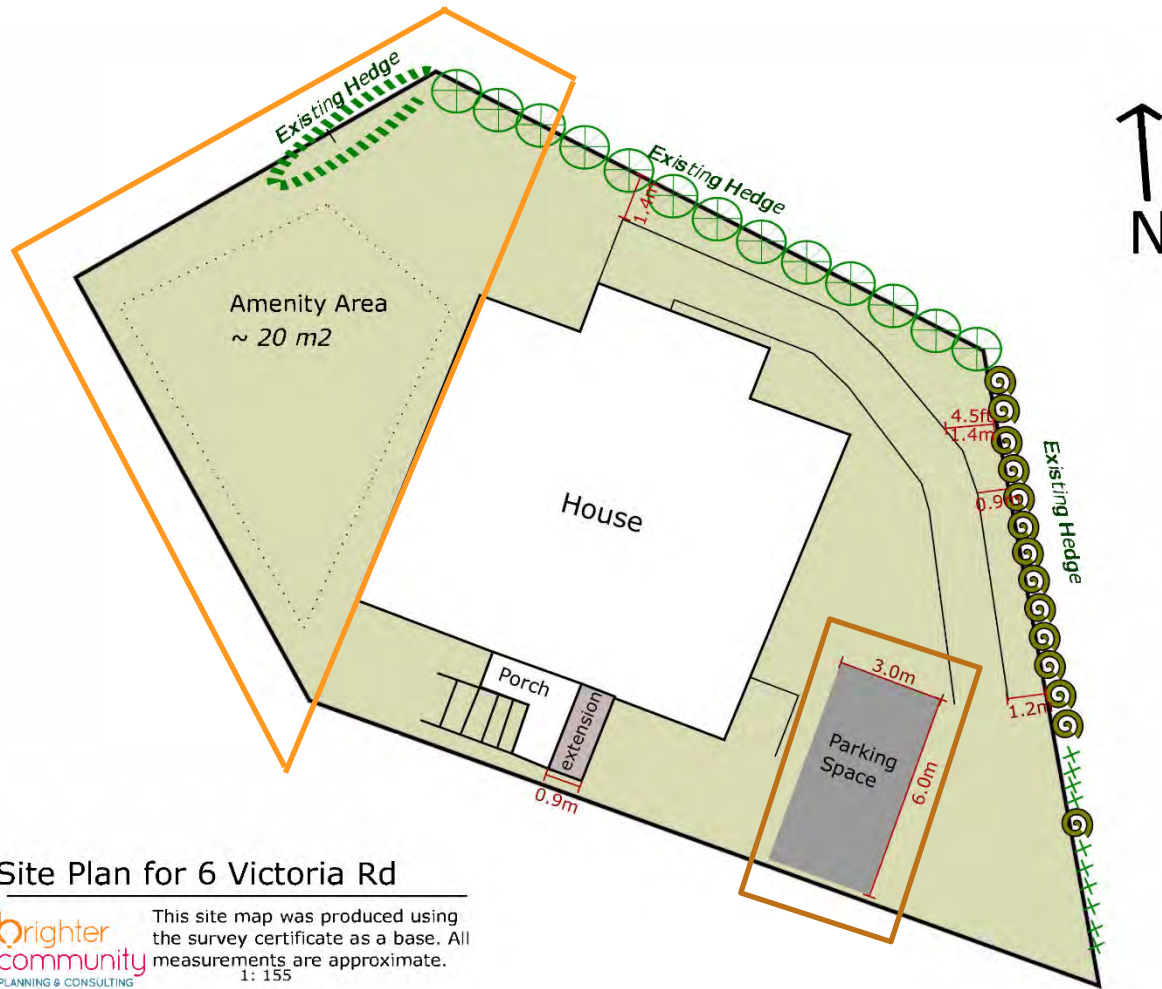
## Compliance

- No significant impacts on Town infrastructure (roads, water and wastewater, stormwater)
- No expected changes to building exterior appearance
- Building is buffered from neighbours by back yard hedge a relatively isolated by its position on its block
- No anticipated environmental risks or concerns

## Concerns

- Lot has roughly 10% less area than LUB requirement
- Only one parking space can be accommodated on the lot

# Site Plan



Site Plan for 6 Victoria Rd

# Policy Considerations

## **MPS SECTION 5.0 RESIDENTIAL DEVELOPMENT AND LAND USE**

Conversion of large old single unit dwellings and other buildings to multi-unit dwellings serves a housing need and provides an acceptable use for the larger buildings. Small scale conversions will be permitted; larger scale conversions will require a development agreement.

## **LUB PART 26M CONVERTED BUILDINGS**

26M.1 Conversion of buildings to an increased number of dwelling units is subject to the following requirements:

- (a) the maximum number of dwelling units per lot is three (3); and
- (b) one (1) off-street parking space must be provided for each dwelling unit.

## **MPS POLICY 19.9.2 [ADDITIONAL] CRITERIA FOR DEVELOPMENT AGREEMENTS AND LAND USE BY-LAW AMENDMENTS**

“[i]n the case of development by development agreement, parking need not comply with the requirements of the Land Use By-law, **and the intention of Council is to reduce the amount of parking required as far as reasonable in relation to the location of the property.**”

[emphasis added]]

# Options

1. Recommend that the Council enter into the development agreement to add a third residential unit to 6 Victoria Road, PID 600557531, and give First Reading and set a Public Hearing date.
2. Recommend that the application be refused if it is found not to carry out the intent of the Municipal Planning Strategy.
3. Provide alternative direction, such as requesting further information on a specific topic.

## **Recommendation**

**IT IS RECOMMENDED THAT** Council enter into the development agreement to add a third residential unit to 6 Victoria Road, PID 600557531, and give First Reading and set a Public Hearing date.

# Thank You



**John Heseltine, LPP MCIP**

Senior Planner

Stantec Consulting

102-40 Highfield Park Drive, Dartmouth

NS B3A 0A3

Phone: (902) 481-1477

[John.Heseltine@stantec.com](mailto:John.Heseltine@stantec.com)

---

Document No:  
Meeting: April 12, 2021 PAC  
Circulate to:  
File: PAC

---

## MEMORANDUM

**TO: PLANNING ADVISORY COMMITTEE**

**FROM: DAWN SUTHERLAND, DEVELOPMENT/PLANNING MANAGER**

**DATE: April 6, 2021**

**RE: DEVELOPMENT AGREEMENT APPLICATION FOR A THIRD RESIDENTIAL UNIT AT 185 PELAHM STREET, LUNENBURG, PID 60061074**

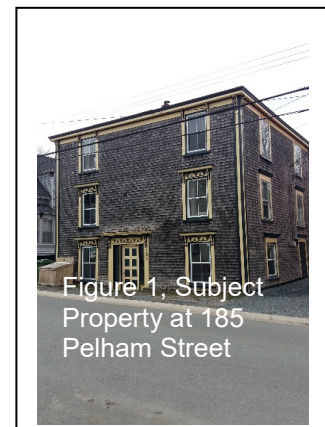
---

<b>Applicant</b>	David Brix
<b>Land Owner</b>	Arnason Industries Ltd.
<b>Proposal</b>	Application to enter into a development agreement to allow for a third residential unit at 185 Pelham Street, Lunenburg
<b>Lot Area</b>	2760 square feet
<b>Designation</b>	Residential
<b>Zone</b>	Old Town Residential (OTR)
<b>Surrounding uses</b>	Residential
<b>Heritage</b>	Within the Heritage Conservation District
<b>Site visit</b>	6 April 2021

### 1. FACTS

#### **A. Background**

The current use of the property is a two unit dwelling, which is a permitted use in the Old Town Residential (OTR) Zone under Part 4.a. of the Land Use By-law. This property was purchased by Arnason Industries Ltd in 2019. Under project number 20074 in 2020, a development permit, certificate of appropriateness, and occupancy permit were issued for repairs to the rear yard staircase. The existing two residential units received minor (non-structural) up grades as well. The ground floor is currently vacant. An encroachment agreement and indemnity were entered into in 2019 for a ground level front entrance step. Prior to this, permit LT01031 was issued on 10 May 2001 for the removal of the old chimney and two windows and the addition of a door in the centre of the main



façade. The building is approximately 140 years old and located within the Heritage Conservation District. It is surrounded by residential uses.

### **B. Proposal**

The applicant wishes to add a third residential unit on the ground floor. No external addition is proposed. It should be noted that any exterior changes possibly required under the building code, such as modifications to meet accessibility standards, are subject to a certificate of appropriateness under the Heritage Conservation District By-law. Council considers multi-unit dwellings through the development agreement approval process. Part 25 A of the Land Use By-law defines multi-unit dwellings as “a building that contains three or more dwelling units.” A development agreement is a contract between the Town and an owner that allows specific uses that are not normally permitted under land use zoning. There must be enabling policy in the Municipal Planning Strategy to allow for the consideration of the specific uses. While a development agreement allows for certain flexibility, it does contain conditions to which the owner must adhere. The development agreement is registered at the Land Registration Office and follows the title of the property. Subsequent owners are also bound by the development agreement.



**Figure 2: Context Map**

## **2. ISSUES AND OPTIONS**

### **A. Relevant Policies**

Municipal Planning Strategy Policy 5.9 allows Council to consider multi-unit dwellings through the development agreement approval process.

Policy 5.9 sets out that it shall be the policy of Council to:

*consider, only by development agreement, in areas designated Residential on Map 2, the Future Land Use Map proposals for multi-unit dwellings including conversions, expansions and new construction provided the development is in accordance with policy 5.12.*

Part 25 A of the Land Use By-law defines a converted dwelling as “a building originally intended as a single-family home that has been converted to contain three or more dwelling units”. Please note that “single-family home” should be properly referred to as a “single unit dwelling”.

Converted buildings are listed as a permitted development in certain zones, such as in the General Commercial (GC) Zone or Institutional (INS) Zone, subject to Part 26M. Converted buildings are not listed in the Old Town Residential (OTR) Zone. The use proceeds via development agreement in the Old Town Residential (OTR) Zone.

There are a number of supporting and implementation policies which Council is to consider. The application has been reviewed based the applicable policies found in the Town of Lunenburg's planning documents. These policies (Policies 19.9.1 and 19.1.2) and their analysis are set out in Schedule A.

Above referenced Policy 5.9 sets out that development is to be in accordance with Policy 5.12. Policy 5.12 was amendment on 11 June 2013 and is set out as Policy 5.12A in Schedule B. The intention of Policy 5.12A is interpreted as criteria to consider to regulate development of “new construction of multi-unit residential buildings.” Nonetheless, this policy lacks clarity as it does refer to additions and conversions as well. Policy 12.A.3. notes that criteria in subsection 1 does not apply but should be taken into account. The development agreement approval process is set out in Schedule C.

## **B. Requests for Comments**

A staff development meeting was held between Planning and Engineering staff on 29 March 2021 as part of this review process. The summary of the meeting is set out below:

With respect to water and sewer, services are adequate for a third unit. The fire flows and water pressure were not tested and there was no request for a sprinkler system. Storm drainage is adequate for a third residential unit. There is new storm on Pelham Street. No disturbance to land is required as the proposal involves internal conversion. There is no known pollution on site. No noxious use is proposed. The site is considered suitable. No grade changes are proposed. The lot is not located near watercourse. There is no interference with utility right of ways

## **C. Issues Identified**

The addition of a third unit in the structure is considered compatible with existing low density residential uses. It will not cause undue hardship on Town infrastructure and

can be accommodated with existing infrastructure and services. The lot has ± 46 ft. of frontage with a depth of 60 ft. The total area is 2760 sq. ft., which meets the minimum area of 2400 sq. ft. in the OTR Zone. The neighbours to the rear (north) have erected a large fence, which effectively screens the parking area on the subject lot. Screening is not required.

When the current by-law was revised in 2012, Part 26.M was changed slightly, which altered its application. An additional definition was introduced and the parking requirement that Council had removed via a text amendment in 2010 in the previous document was reintroduced. Council's intention was to reduce the residential parking requirements. Implementation Policy 19.9.2. supports this intention as it notes that when entering into a development agreement, "parking need not comply with the requirements of the Land Use B-law and the intention is to reduce the amount of parking required as far as reasonable in relation to the location and property." The subject property is located in Old Town, which is considered a "walkable" neighbourhood as it is in proximity to many amenities.

#### **D. Options**

In response to the application Council may

1. Recommend that the Council enter into the development agreement to add a third residential unit at 185 Pelham Street, PID 60061704, and give First Reading and set a Public Hearing date.
2. Recommend that the application be refused if it is found not to carry out the intent of the Municipal Planning Strategy.
3. Provide alternative direction, such as requesting further information on a specific topic.

#### **3. FINANCIAL IMPACT**

None at this time.

#### **4. STRATEGIC PLAN RELEVANCE**

This project is in keeping with the following Comprehensive Community Plan's Strategic Directions and Goals:

Community Structure: A town that accommodates growth and change in a well-planned way that is respectful of its layered past and creates opportunities for its long-term future (CCP, pg 17).

Housing: A town that offers a wide range of high quality and affordable housing options (CCP, pg 40).

Mobility: A town with an integrated transportation system for all modes that can support the needs of residents and visitors without creating undue burden on the town (CCP, pg 85).

## **5. RECOMMENDATION**

Staff have completed a review of Mr. Brix's application to enter into a development agreement with the Town and permit a third residential unit in the ground floor at 185 Pelham Street. It is acknowledged that there are not 3 parking spaces on the lot as required in Part 26M, however, the proposal is consistent with the Town's residential development policies and meets the intent of the Municipal Planning Strategy.

IT IS RECOMMENDED THAT The Planning Advisory Committee recommend that Council enter into the development agreement to add a third residential unit at 185 Pelham Street, PID 60061704, and give First Reading and set a Public Hearing date.

## **6. APPENDICES**

Schedule A, Municipal Planning Strategy Policy 19.8 & 19.9

Schedule B, Municipal Planning Strategy Policy 5.12A

Schedule C, Development agreement approval process

Schedule D, Photos

Schedule E, Site Plan

Schedule F, Application

Schedule G, Draft development agreement dated April 6, 2021

**Schedule A**  
Municipal Planning Strategy Policy 19.8, 19.9

Implementation Policy 19.8	Analysis
<p><b>19.8</b> enter into development agreements pursuant to Subsection 38(2)(p) and Section 55 of the Planning Act on the terms and conditions set forth in this Municipal Planning Strategy, and a development agreement shall:</p>	<p><b><i>Please refer to the draft development agreement, attached as Schedule F, for relevant terms noted below.</i></b></p>
<p>(a) specify the development, expansion, alteration, or change permitted; and</p>	<p>Terms of the draft development agreement specify the uses (DA 2.1 ), as well as any substantive changes ( DA 3.3)</p>
<p>(b) specify the conditions under which the development may occur; and</p>	<p>The draft development sets out conditions in DA 2.2 - 2.6</p>
<p>(c) set forth the terms by which Town Council can terminate an agreement.</p> <p>The provisions of the Land Use By-law shall prevail after discharge of an agreement</p>	<p>Terms of termination are found in DA 5.9.</p>

Implementation Policy 19.9	Analysis
<p><b>Criteria For Development Agreements and Land Use By-law Amendments</b></p> <p><b>19.9.1</b> consider the following in addition to all other criteria set out in the various policies of this Municipal Planning Strategy when considering amendments to the Land Use By-law or development agreements:</p>	
<p>(a) that the proposal conforms to the intent of the Municipal Planning Strategy and to all other applicable Town By-laws and regulations, except where the application is for a development agreement and the requirements of the Land Use By-law need not be met; and</p>	<p>The proposal is in keeping with the intent of the Municipal Planning Strategy and other applicable By-laws and regulations in the Town.</p>
<p>(b) that the proposal is not in conflict with Municipal or Provincial programs in effect in the Town; and</p>	<p>The proposal is not in conflict with Municipal or Provincial programs.</p>
<p>(c) that the proposal is not premature or inappropriate by reason of:</p> <p>(i) financial ability of the Town to absorb costs related to the development; or</p>	<p>The Town is able to absorb any costs related to the development.</p>
<p>(ii) adequacy and proximity of school, recreation and other community facilities; or</p>	<p>N/A</p>
<p>(iii) negatively affecting the enjoyment of established residences; or</p>	<p>Where this is a low density residential use, there should not be excessive nuisance related to such things as noise or odour.</p>
<p>(iv) the creation of any undue traffic hazard or congestion; or</p>	<p>No undue hazard or congestion as a result of this proposal has been identified.</p>

(v) adequacy of Town sewer and water services, including fire flows and water pressure or the adequacy of the site for on-site services; or	The Town Engineer has no concerns regarding the adequacy of Town water and sewer services.
(vi) adequacy of storm drainage and effects of alteration to drainage pattern, including potential for creation of a flooding problem; or	The storm drainage is adequate. No grade alteration is planned.
(vii) creation or worsening of a pollution problem in the area such as but not limited to soil erosion and siltation of watercourses; or	No pollution problem has been identified.
(viii) suitability of site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way; and	The site is suitable. The rear yard is landscaped.
<b>19.9.2</b> consider the following in addition the criteria set out in 19.9.1 above, when considering development agreements:	
(a) that the proposal provides adequate off-street parking. In the case of development by development agreement, parking need not comply with the requirements of the Land Use By-law, and the intention of Council is to reduce the amount of parking required as far as reasonable in relation to the location of the property; and	There is a driveway leading to a small parking area in the rear yard. The property is located within Old Town, a walkable neighbourhood. Not requiring 3 parking spaces is reasonable and in keeping with the intent of this policy.
(b) that the proposal provides adequate emergency vehicle access; and	There is no change to the structure that would interfere with emergency vehicle access. There is direct access on Pelham Street.
(c) that the hours of operation of the proposed use will not unduly disturb nearby properties; and	N/A.
(d) that the primary architectural features of the proposal, including but not limited to bulk, scale, roof shape, building materials, exterior cladding, and shape and size and relationship of doors and windows, shall be visually compatible with nearby buildings in the case of a new building, or with the original building in the case of an addition; and	No additions are proposed. Any future alterations to the exterior would require a certificate of appropriateness. The building is compatible with nearby properties.
(e) that the proposal will not significantly alter the existing character or stability of the surrounding neighbourhood; and	Use is an additional residential unit (3 units maximum) in a low density neighbourhood. It will not alter the character.
(f) that the proposal will be integrated into the surrounding area by means of good landscaping and sensitive site orientation and screening adequate to eliminate the impact of any objectionable features such as parking or outdoor storage of equipment, parts and waste material; and	No changes to the exterior are required or anticipated. Screening is not required.
(g) that residential developments provide sufficient usable outdoor open space; and	Old Town lots are small. There are seating areas on the rear yard staircase and a small amenity space in the rear yard. Amenity space is small but useable.
(h)	The lot is currently developed. There are no anticipated renovations that will negatively impact

<p>that the proposal will not result in a significant risk of damage to either the natural or built environment. This determination will be made by a person deemed to be qualified by Council. Where Council determines, on the advice of a qualified person, that there is a significant risk of such damage, environmental studies shall be undertaken by the developer in order to determine the nature and extent of any likely damage. The proposal shall not be approved by Council until Council is satisfied that all concerns respecting the impact of the development have been adequately addressed; and</p>	<p>the neighbourhood's built heritage. The proposal will not result in significant damage to the natural or built environment.</p>
<p>(i) that adequate provision is made for garbage collection and industrial waste disposal, and Council is satisfied that all necessary permissions for these services have been received from the regulatory body having jurisdiction; and</p>	<p>The Town of Lunenburg contracts for waste removal. The waste for the unit will be picked up as per usual, provided the volume and nature of waste is in accordance with By-law # 38</p>
<p>(j) the use shall not as a result of emissions of noise, odour, dust, or light or any other form of emission, have an undue negative effect on the enjoyment of other properties in the area.</p>	<p>The use is low density residential and will not create nuisance factors.</p>

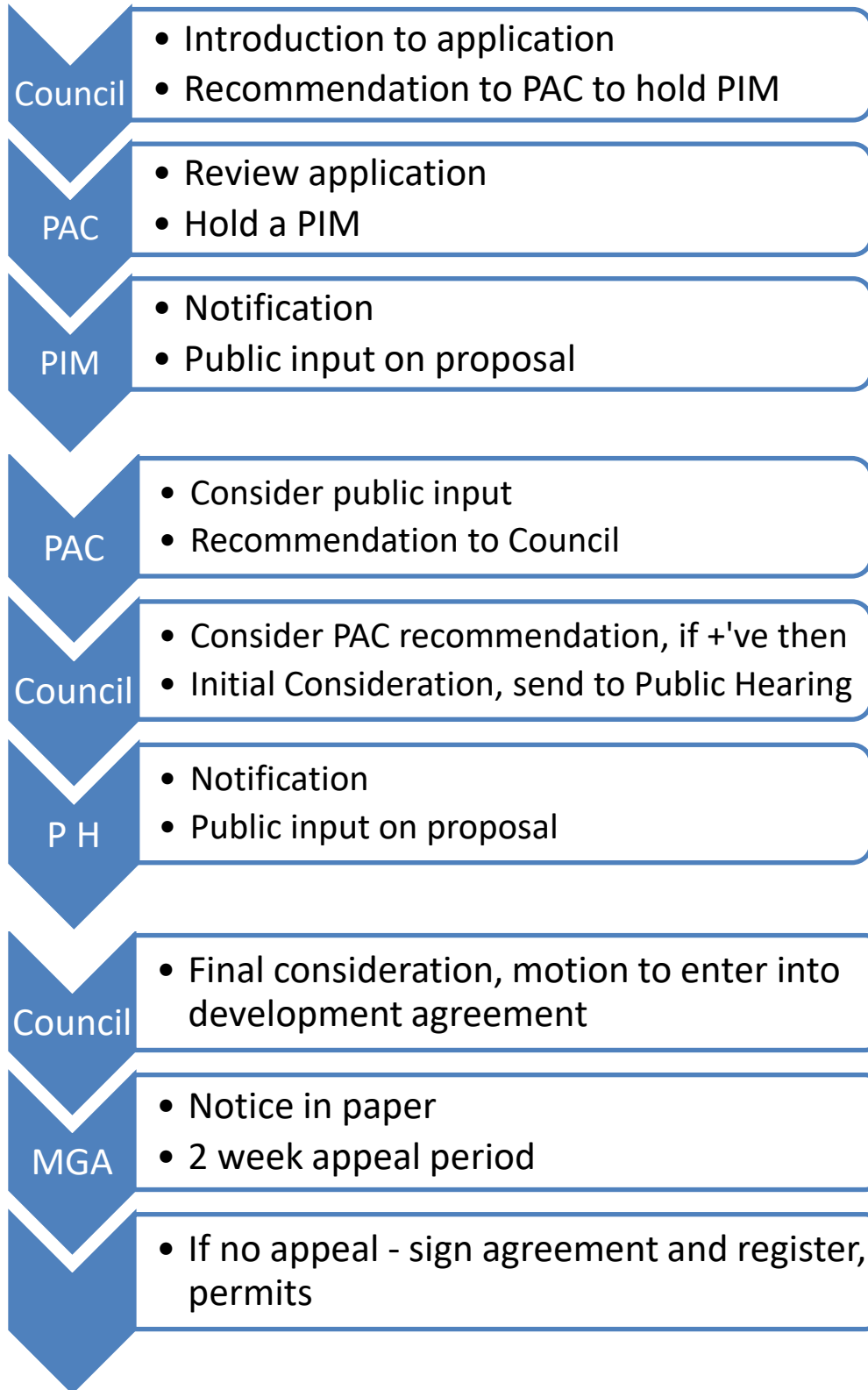
**Schedule B**  
Municipal Planning Strategy 5.12A

- 5.12A (1) Ensure that the following criteria are met when Council is considering proposals for new construction of multi-unit residential buildings by development agreement:
- (a) the minimum lot size must be 279 square metres (3,000 square feet) per dwelling unit up to four and 93 square metres (1,000 square feet) for each additional dwelling unit;
  - (b) residential developments of four or more units must provide 20% of the minimum lot area as dedicated green space to be maintained in plantings and not paved—the approximate location of the green space and the plan for planting it must be included in the development agreement;
  - (c) development must be screened from adjacent one and two unit residential uses by trees and shrubs according to the following requirements:
    - (i) 4 - 5 units 1.5 metres (5 feet)
    - (ii) 6 - 10 units 3 metres (10 feet)
    - (iii) 11 - 15 units 4.5 metres (15 feet)
    - (iv) 16 units and over 6 metres (20 feet)

The location, plant mix and maintenance standards must be included in the development agreement.

- (d) one and one-quarter parking spaces are required for each unit in all developments of four units and over.
  - (e) parking in the front yard is prohibited.
  - (f) location and design of parking spaces and driveways must be included in the development agreement.
- (2) In the case of additions to existing residential developments, the criteria in subsection (1) apply only to the addition.
- (3) In the case of conversions, the specific criteria in subsection (1) do not apply but the factors listed should be taken into account in the development agreement to the extent the existing lot permits.

**Schedule C**  
Development Agreement Approval Process



**Schedule D**  
Photos

185 Pelham Street, photos dated 6 April 2021



Figure 3  
Rear yard, north

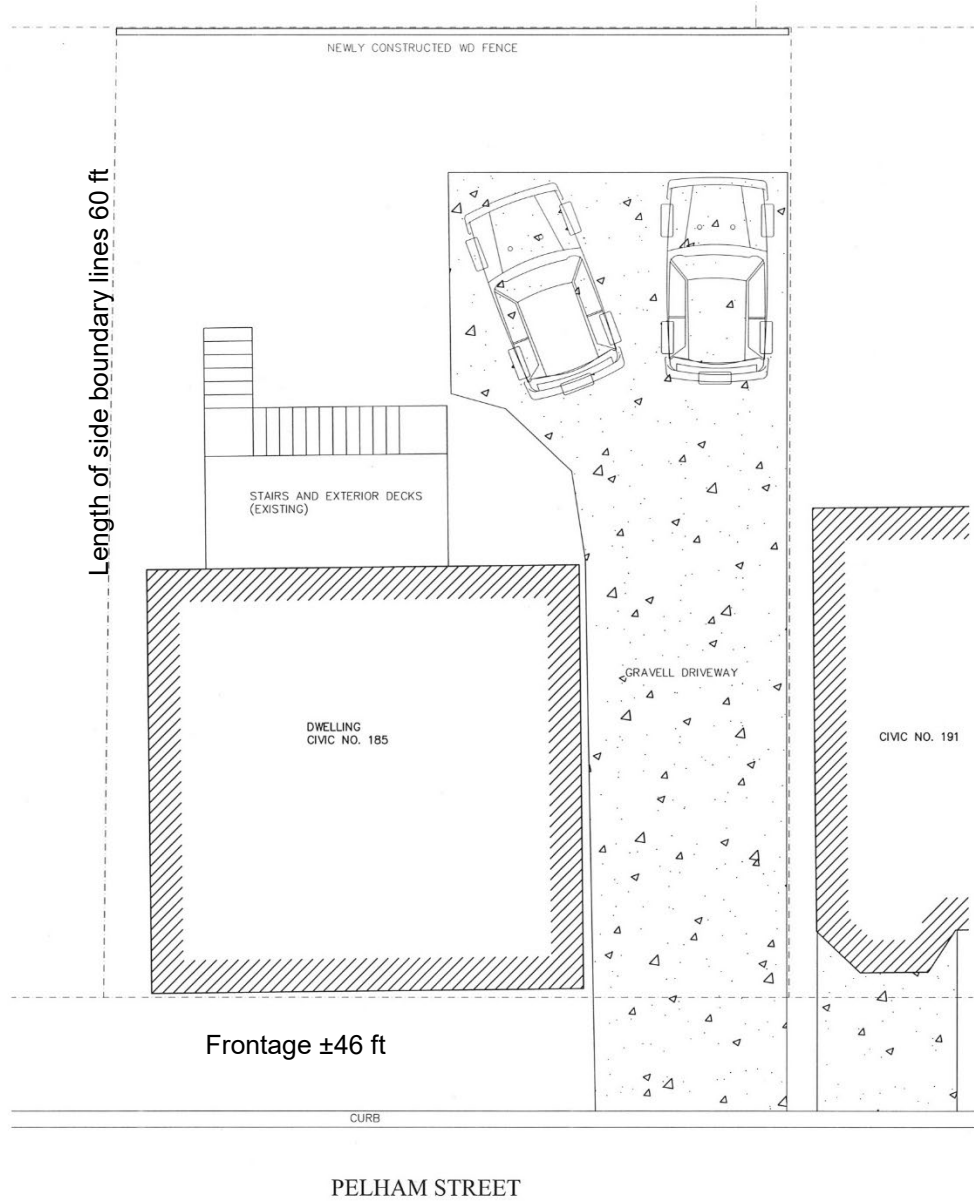


Figure 4  
West side yard,  
showing proximity to  
neighbour's driveway at  
179 Pelham Street



Figure 5  
East side yard, showing  
driveway and rear yard,  
neighbouring property  
at 191 Pelham Street

# Schedule E Site Plan



**Property: 185 Pelham Street**

**Schedule F**  
Application-1

**Town of Lunenburg Planning Application for Development Agreements**

PLEASE NOTE THAT ALL INFORMATION PROVIDED IS PUBLIC INFORMATION

APPLICANT INFORMATION	REGISTERED OWNER OF PROPERTY
Name: David Brix	Name: Brett Arnason
Company Name Brix Design LTD	Company Name: Arnason Industries LTD

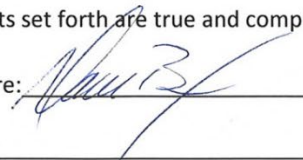
PLEASE NOTE: If you are not the registered owner of the property, include a letter of authorization from the owner with your application.

PROPERTY INFORMATION	APPLICATION CHECKLIST
Civic Address: 185 Pelham Street	<input type="checkbox"/> Copy of Deed <input checked="" type="checkbox"/> Survey Plan or Equivalent <input type="checkbox"/> A Letter Explaining the Proposal <input type="checkbox"/> Application and Advertising Fees \$945.15 (\$245.15 + \$700.00)
PID: 60061074	
Present Use of Property: Residential (2-units)	
Proposed Use of Property: Residential (3 Units)	

**EXPLANATION OF PROPOSAL AND SIGNATURE**

**A short explanation of your proposal (please include a detailed letter with a full explanation)**  
Finish the main floor of the home to accommodate another residential suite of approximately 650 square feet. Access to the unit would be from the existing front door off Pelham Street.

By submitting this application I affirm that the facts set forth are true and complete.

Name (printed): David Brix      Signature: 

Date: 02/17/2021

**Schedule F**  
Application-2

From: Eric Stefanson eric@arnasons.ca  
Subject: 185 Pelham  
Date: Feb 17, 2021 at 11:07:18 AM  
To: Dave Brix  
Cc: Brett Arnason

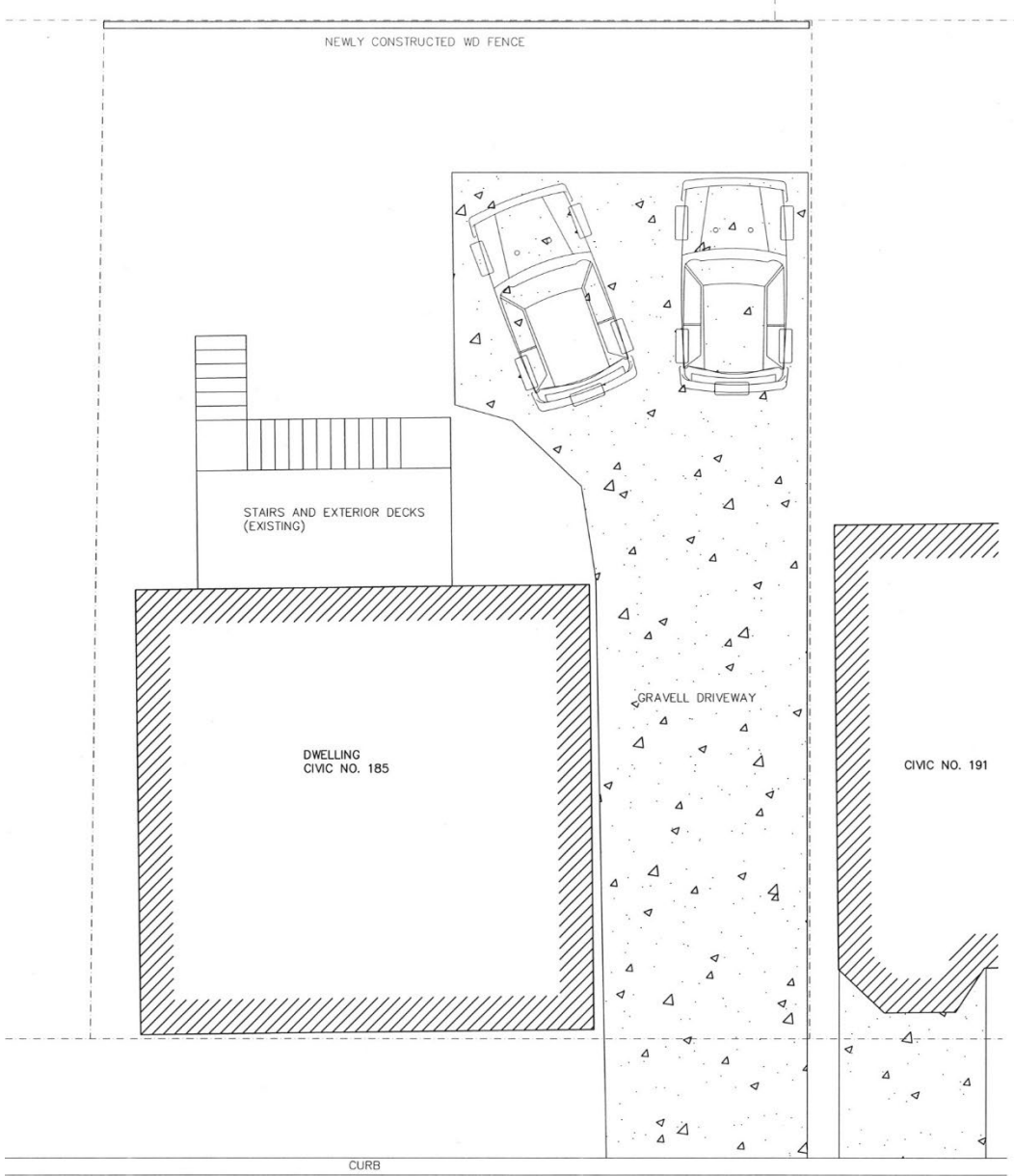
---

To Whom it May Concern:

Arnason Industries Ltd currently owns the property at 185 Pelham Street, Lunenburg, Nova Scotia B0J 2C0  
Arnason Industries Ltd is selling to David Brix (Terra View Custom Homes Ltd)  
Arnason Industries Ltd grants permission to David Brix (Terra View Custom Homes Ltd) to make an application gaining permission to finish the main level of the home as we await the closing on the sale of the property.

Eric G Stefanson, CPA,CA  
Chief Financial Officer  
Arnason Industries Ltd  
Direct line: [204-261-2585](tel:204-261-2585)  
Fax: [204-694-5622](tel:204-694-5622)

**Schedule F**  
**Application-3**



PELHAM STREET

**Schedule F of PAC report  
Draft Development Agreement, 6 April 2016**

THIS DEVELOPMENT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2021

BETWEEN:

**ARNASON INDUSTRIES LTD**, of Winnipeg, Manitoba, hereinafter called the  
"Property Owner"

of the First Part

and

**TOWN OF LUNENBURG**, a body corporate pursuant to the *Municipal Government Act*, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Lunenburg, Lunenburg County, Nova Scotia, hereinafter called the "Town",

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule A attached hereto and which are known as 185 Pelham Street and Property Identification (PID) Number 60061704; and

WHEREAS the Property Owner wishes to use the existing structure on the Property as a three-unit dwelling and

WHEREAS the Property is situated within an area designated Residential on the Future Land Use Map of the Municipal Planning Strategy, and zoned Old Town Residential (OTR); and

WHEREAS Section 5.9 of the Municipal Planning Strategy and 4.1.b.ii. of the Land Use By-law provide that the proposed use may be developed only if authorized by development agreement; and

WHEREAS the Property Owner has requested that the Town of Lunenburg enter into this development agreement pursuant to Section 225 of the *Municipal Government Act* so that the Property Owner may develop and use the Property in the manner specified; and

WHEREAS the Town by resolution of Town Council passed at a meeting on (date of motion), approved this Development Agreement;

Now this Agreement witnesses that in consideration of covenants and agreements contained herein, the parties agree as follows:

## **PART 1 AGREEMENT CONTEXT**

### **1.1 Schedules**

The following attached schedules shall form part of this Agreement:

Schedule A	Property Description
Schedule B	Site Plan

### **1.2 Municipal Planning Strategy and Land Use By-law**

(a) *Municipal Planning Strategy* means a By-law of the Town, approved on 13 June 1996, as amended, or any successor by-laws.

(b) *Land Use By-law* means a Bylaw of the Town, approved in 2012 as amended, or any successor by-laws.

### **1.3 Definitions**

Unless otherwise defined in this Agreement, all words used herein shall have the same meaning as defined in the Land Use By-law. Words not defined in the Land Use By-law but used herein are:

(a) *Development Officer* means the Development Officer appointed by the Council of the Town.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Use**

The Parties agree that the use of the Property shall be limited to the following uses:

(a) those uses permitted by the underlying zoning in the Land Use By-law(as may be amended from time to time) and those uses accessory to a beverage room in accordance with the requirements of the Old Town Residential (OTR) Zone; and

(b) a three-unit dwelling

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law apply to any development undertaken pursuant to this Agreement.

### **2.2. Operation**

There are no conditions related to operations.

### **2.3 Appearance of Property**

The Property Owner shall at all times maintain all structures and services on the Property in good repair and a useable state, and maintain the Property in a neat and presentable condition.

**2.4 Waste Resource Management**

Waste resource receptacles shall be screened from view from the public street and abutting properties and be located in the rear yard.

**2.5 Exterior Lighting**

Exterior lighting located on the Property shall be arranged so as to divert light away from public streets and neighbouring properties.

**2.6 Accessory Structures**

Accessory structures shall be permitted on the Property and shall be subject to the zone requirements for the underlying zone and general provisions pertaining to accessory structures contained within the Land Use By-law, as amended from time to time.

**PART 3 CHANGES AND DISCHARGE**

**3.1** The Property Owner shall not vary or change the use of the Property, as provided for in Section 2.1.b of this Agreement, unless a new development agreement is entered into with the Town or this Agreement is amended.

**3.2** Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed by Council without a public hearing.

**3.3** The following matters are substantive matters:  
(a) The use of the property, as provided for in Section 2.1 of this Agreement; and  
(b) The provision of a driveway and parking area in the rear yard, generally as shown on the Site Plan.

**3.4** Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing.

**3.5** The Town may discharge this development agreement if the use described herein is discontinued for twelve (12) consecutive months or longer.

**3.6** The Town may impose further regulation on the occupancy of the third unit, if in the opinion of Council, quiet enjoyment of neighbouring properties has been interrupted.

**PART 4 IMPLEMENTATION**

#### **4.1 Commencement of Operation**

No construction or use may be commenced on the Property until the Town has issued any required Development Permits, Building Permits and/or Occupancy Permits. Prior to the issuance of a Development Permit, the Development Officer shall be satisfied that the following matters have been adequately addressed:

(a) building plans have been approved by a building official with regard to compliance with the National Building Code.

A Development Application for the required permits must be made within sixty (60) days of this Agreement being recorded at the Land Registry Office.

#### **4.2 Drawings to be Provided**

When an engineered design is required for any portion of a development, record drawings shall be provided to the Development Officer within ten days of completion of the work which requires the engineered design, unless further time has been granted by the Development Officer.

#### **4.3 Expiry Date**

The Property Owner shall sign this Agreement within sixty (60) days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void;

### **PART 5 COMPLIANCE**

#### **5.1 Compliance With Other By-laws and Regulations**

Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Town laws, bylaws and regulations in force or from obtaining any Federal, Provincial, or Town license, permission, permit, authority or approval required thereunder.

#### **5.2 Town Responsibility**

The Town does not make any representations to the Property Owner about the suitability of the Property for the development proposed by this Agreement. The Property owner assumes all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the development.

#### **5.3 Warranties by Property Owner**

The Property Owner warrants as follows:

(a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Developer has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Developer to sign the Development Agreement to validly bind the Lands.

(b) The Property Owner has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

#### **5.4 Costs**

The Property Owner is responsible for all costs associated with recording this Agreement in the Registry of Deeds or Land Registration Office, as applicable.

#### **5.5 Full Agreement**

This Agreement constitutes the entire agreement and contract entered into by the Town and the Property Owner. No other agreement or representation, oral or written, shall be binding.

#### **5.6 Severability of Provisions**

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

#### **5.7 Interpretation**

Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neutral genders.

#### **5.8 Breach of Terms or Conditions**

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Town may undertake any remedies permitted by the Municipal Government Act.

#### **5.9 Termination of Agreement**

(a) That this Agreement shall be in effect until discharged by resolution of the Council of the Town in accordance with the relevant statutes; whereupon the Land Use By-law shall apply to the lands described in Schedule "A";

(b) That the Council of the Town may discharge this Development Agreement if the development described herein has not been commenced within eighteen (18) months of this Agreement;

(c) That the Council of the Town may discharge this Development Agreement if the use described herein is discontinued for twelve (12) consecutive months or longer.

(d) That the Council of the Town retains the option of discharging this development agreement should any fact provided to the Town by the Property Owner or its agents constitutes a material misrepresentation of the facts upon which this Agreement is based; and

(e) That the Council of the Town may discharge this Agreement if the Property Owner breaches any terms of the Agreement.

**THIS AGREEMENT** shall enure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

**IN WITNESS WHEREOF** this Agreement was properly executed by the respective parties hereto and is effective as of the day and year first above written.

SIGNED, SEALED AND ATTESTED to be the proper signing officers of the Town of Lunenburg, duly authorized in that behalf, in the presence of:

**TOWN OF LUNENBURG**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Matt Risser, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Bea Renton, Town Clerk

SIGNED, SEALED AND DELIVERED  
In the presence of:

**PROPERTY OWNER**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**ARNASON INDUSTRIES LTD**

## Schedule A

**PID 60061704**

ALL that certain town lot of land situate on the Northern side of Pelham Street in the Town Plot of Lunenburg, in the County of Lunenburg, in Steinfeld's Division Letter "B", the said lot measuring on Pelham Street 46 feet, more or less, and 60 feet from front to rear line and bounded as follows:

ON the eastern side by the property formerly of G. Abraham Smith and now of Mrs. Clarence Smith;

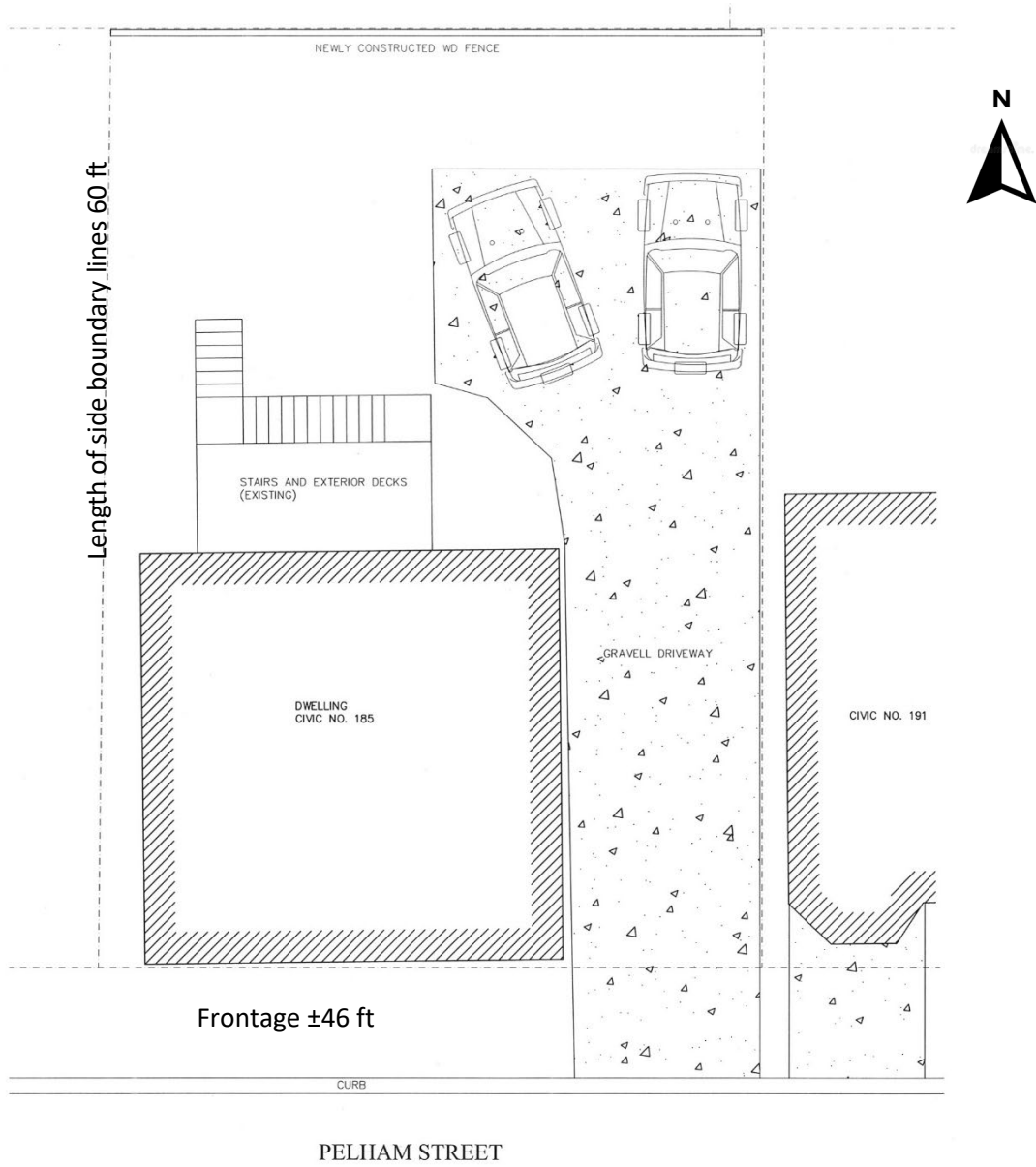
ON the West by the property formerly of Mrs. Russell Silver and now of Norman Meisner;

ON the North by the property formerly of Thomas Kennedy and now of Mrs. Sydney Miller and;

ON the South by Pelham Street, and being the same property as conveyed to the said Simeon Mosher by Abigail Mosher, by deed dated December 29, A.D., 1920, and duly recorded in the office of the Registry of Deeds at Bridgewater, N.S., in Book 112, at Page 163, under No. 253;

THE description for this parcel originates with a deed dated December 29, 1920 registered in the registration district of Lunenburg in book 112 at page 163, document no. 253 and the subdivision is validated by Section 291 of the Municipal Government Act.

**Schedule B**  
**Site Plan**



**Property: 185 Pelham Street**

---

Document No:  
Meeting: April 12, 2021 PAC  
Circulate to:  
File: PAC

---

**MEMORANDUM**

**TO: PLANNING ADVISORY COMMITTEE**

**FROM: DAWN SUTHERLAND, DEVELOPMENT/PLANNING MANAGER**

**DATE: April 6, 2021**

**RE: LAND USE BY-LAW TEXT AMENDMENT APPLICATION TO ADD 200, 268, & 272 MONTAGUE STREET TO THE LIST OF EXISTING RESIDENTIAL USES IN THE MARINE INDUSTRIAL (MI) ZONE**

---

<b>Applicant</b>	Elizabeth and Thomas Barclay, Helen & Tom Ross, Marilyn Hebb
<b>Land Owner</b>	Elizabeth and Thomas Barclay, 272 Montague Street Helen & Tom Ross, 268 Montague Street, Marilyn Hebb <i>et al.</i> , 200 Montague Street
<b>Proposal</b>	Application to add 200, 268, & 272 to the list of residential use in the Marine Industrial (MI) Zone.
<b>Lot Area</b>	N/A
<b>Designation</b>	Industrial
<b>Zone</b>	Old Town Residential (MI)
<b>Surrounding uses</b>	Residential, Marine Industrial, Commercial
<b>Heritage</b>	Within the Heritage Conservation District
<b>Site visit</b>	6 April 2021

**1. FACTS**

**A. Background**

The current Municipal Planning Strategy was adopted in 1996. The previous 2016 Land Use By-law listed 6 properties as existing uses in the Marine Industrial (MI) Zone. On 10 April 1997, the Land Use By-law was amended to add commercial uses to MI Zone and add 29 Falkland Street to list of existing residences. The 1996 Land Use By-law was replaced by a revised By-law in 2012. The current 2012 By-law lists 7 properties and the owners at the time of listing as existing residential uses. These existing residential uses are permitted developments under Part 16.1 of the Land Use By-law, as shown in Figure 1.

existing residential uses as follow:

<b>Civic Address</b>	<b>Owner</b>
29 Falkland Street	Cynthia and Adam Dial
49 Falkland Street	Lunenburg Foundry & Engineering
175 Montague Street	Adams and Knickle
43 Tannery Street	Clarence Dauphinee
49 Tannery Road	ABCO
57 Tannery Road	ABCO
61 Tannery Road	ABCO

**Figure 1. 2012 Land Use By-law (existing).  
Part 16.1, Permitted Development, excerpt showing existing residential  
uses**

The M1 Zone does not permit any new residential development, however, residential development listed under Part 16.1 are afforded full property rights as a virtue of being listed. The residential use of properties that are not listed in Part 16.1 is a considered non-conforming use, with limited property rights.

Part 191.j Interpretation, of the Municipal Government Act (MGA), sets out that a “nonconforming use of land” means a use of land that is not permitted in the zone. Please note that this report refers to use, not the structure. Simply put, if the residential use is not listed in Part 16.1, then it is not permitted, and, therefore, considered a non-conforming use of land. The MGA places limits on the non-conforming use of lands, as set out below in an excerpt from the MGA:

**MGA Nonconforming use of land**

**240** A nonconforming use of land may not be

- (a) extended beyond the limits that the use legally occupies;
- (b) changed to any other use except a use permitted in the zone; and
- (c) recommenced, if discontinued for a continuous period of six months. 1998, c. 18, s. 240.

The non-conforming use may not expand or begin again if it stops for 6 continuous months. If discontinued, the next use would have to be a permitted use in the zone, such as shipbuilding and repair as is listed under Part 16.1 of the Land Use By-law. Other uses may also proceed by way of the development agreement approval process.

The MGA also speaks to a non-conforming use in a structure.

**Nonconforming use in a structure**

**241 (1)** Where there is a nonconforming use in a structure, **the structure may not be**

(a) expanded or altered so as to increase the volume of the structure capable of being occupied, except as required by another Act of the Legislature;

(b) repaired or rebuilt, if destroyed or damaged by fire or otherwise to the extent of more than seventy-five percent of the market value of the building above its foundation, except in accordance with the land-use by-law and after the repair or rebuilding it may only be occupied by a use permitted in the zone.

**(2)** Where there is a nonconforming use in a structure, the nonconforming use

(a) may be extended throughout the structure;

(b) may not be changed to any other use except a use permitted in the zone;

(c) may not be recommenced, if discontinued for a continuous period of six months. 1998, c. 18, s. 241.

If not listed in 16.1, if a house that is being used for residential purposes burns down completely, it may not be rebuilt. The property can be redeveloped but the proposed use for the new structure would have to be a use permitted in the MI Zone under 16.1. If a house that is listed as an existing residential use in Part 16.1 burns down, then it can be rebuilt, subject to MI Zone standards.

## **B. Proposal**

The initial applicants are the Barclays, with Rosses and Hebbs being added later. Applicants wish to have their properties listed as existing residential uses in Part 16.1 of the MI Zone so that the properties will be considered conforming uses. Conforming status will give the owners greater property rights, including those rights related to MGA 239, Nonconforming structure for residential use, as set out below, should they apply:

### **Nonconforming structure for residential use**

**239 (1)** Where a nonconforming structure is located in a zone that permits the use made of it and the structure is used primarily for residential purposes, it may be

(a) rebuilt, replaced or repaired, if destroyed or damaged by fire or otherwise, if it is substantially the same as it was before the destruction or damage and it is occupied by the same use;

(b) enlarged, reconstructed, repaired or renovated where  
(i) the enlargement, reconstruction, repair or renovation does not further reduce the minimum required yards or separation distance that do not conform with the land-use bylaw, and

(ii) all other applicable provisions of the land-use by-law except minimum frontage and area are satisfied.

**(2)** A nonconforming structure, that is not located in a zone permitting residential uses and not used primarily for residential purposes, may not be rebuilt or repaired, if destroyed or damaged by fire or otherwise to the extent of more than seventy-five percent of the market value of the building above its foundation, except in accordance with the land-use by-law, and after the repair or rebuilding

it may only be occupied by a use permitted in the zone. 1998, c. 18, s. 239; 2004, c. 44, s. 2.

It should be noted that no surveys or location certificates accompanied the application so there was no analysis done or required as it relates to nonconforming structures only. If listed, MGA 239 would apply to the property. If not listed, MGA 239 would not apply.

## **2. ISSUES AND OPTIONS**

### **A. Relevant Policies**

Municipal Planning Strategy (MPS) Policy 8.1 establishes the Industrial designation on Map 2 and MPS Policy 8.5 establishes the Marine Industrial (MI) Zone. Policy 8.6 sets out the uses in the MI Zone and reads as follows:

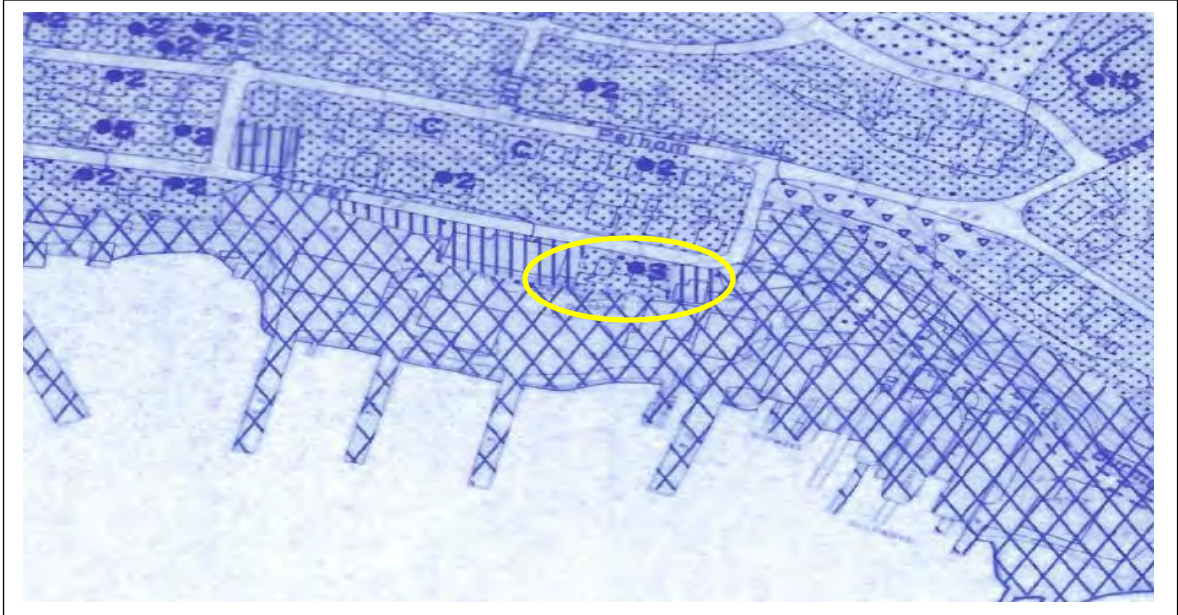
**8.6** permit in the Marine Industrial (MI) Zone:

- (a) conversion of buildings a maximum of three (3) dwelling units; and
- (b) existing residential uses; and
- (c) industrial developments; and
- (d) marine developments; and
- (e) a broad range of commercial developments.

Part 16.b.1. of the original 1996 By-law allowed for converted buildings, subject to other requirements. This provision was removed in the 2012 By-law. The Barclay property at 268 Montague was impacted by this by-law change, effectively making the property with 3 residential units a non-conforming use. The single unit dwellings at 200 and 268 Montague Street were non-conforming under the 1996 Land Use By-law and 2012 Land Use By-law.

Currently converted buildings are listed as a permitted development in certain zones, such as in the General Commercial (GC) Zone or Institutional (INS) Zone, subject to Part 26M. Converted buildings are not listed in the Marine Industrial (MI) Zone.

The 1996 Land Use survey, which is part of the Municipal Planning Strategy's mapping, shows residential uses and specifically shows the property at 272 Montague Street as containing 3 units. The properties at 200 and 268 are shown as residential, with no number of units indicated, meaning it is a single unit dwelling on the site.



**Figure 2. Excerpt from the 1996 MPS - Map 1, Existing Land Use Map. Dots indicate residential uses. Parallel lines indicate commercial and hatched are industrial uses.**

Where certain existing residential uses are enabled in the MI Zone through policy and are listed in the Land Use By-law, one may conclude that there is not a change in the direction Council's policies. Adding existing residential uses is not a departure from existing policy. Therefore, a plan amendment is not required. A Land Use By-law text amendment will allow additional existing residential uses in the MI Zone. Policy 19.5 Land Use By-law Amendments, sets out that it "shall be the policy of Council to amend the Land Use By-law provided that the amendment reflects the intent of the Municipal Planning Strategy."

There are a number of supporting and implementation policies which Council is to consider. The application has been reviewed based on the applicable policies found in the Town of Lunenburg's planning documents. Policies 19.9.1 and its analysis is set out in Schedule A.

In 1996, the area was in an Architectural Control Area. On 18 October 2000, Map 2 of the Municipal Planning Strategy was amended. The Old Town area under Architectural Controls became part of the Old Town Heritage Conservation District. The subject properties are in the District. Policy 10.4 enables the designation on Map 2. Policy 10.5 ties the Heritage Conservation District Plan and By-law to the planning documents and sets the Heritage Conservation District documents as the guiding policy with respect to architectural conservation.

## **B. Requests for Comments**

A staff development meeting was held between Planning and Engineering staff on 29 March 2021 as part of this review process. The summary of the meeting is set out below:

Water and sewer are adequate for existing residential units. Fire flows and water pressure were not tested and there was no request for sprinkler systems. There is existing storm drainage. It is not known whether there is pollution on the residential properties. With respect to site suitability, the proximity to MI uses can result in land use compatibility issues.

## C. Issues Identified

### C.1 Property rights

Although a new LUB was adopted in 2012, polices in the MPS did not change. The 1996 MPS is still in effect and guiding planning decisions. Both the 1996 and 2012 LUB have residential properties in the MI Zone that are listed as permitted developments and some that are not. As a land use survey was undertaken and the results shown on the 1996 MPS - Map 1, Existing Land Use Map, it is likely that the authors were cognizant of the omission of certain residential properties and that the omission was purposeful. One may speculate that the listed properties were seen to have less land use conflict, perhaps as a result of the distance from the industrial operations and/or from the nature and intensity of the industrial operations themselves. Those not listed are in close proximity to industrial uses.

As noted above, those properties not listed do not enjoy the same property rights as those listed. Specifically, if the non-conforming use ceases, then it may not recommence. A new use on the site must be a permitted use in the zone. Not listing residential uses along the area of Montague Street would support the long term conversion of non-industrial uses to industrial uses. Where the area is designated Industrial and in the MI Zone, the intended future use of the land is for industrial related purposes.

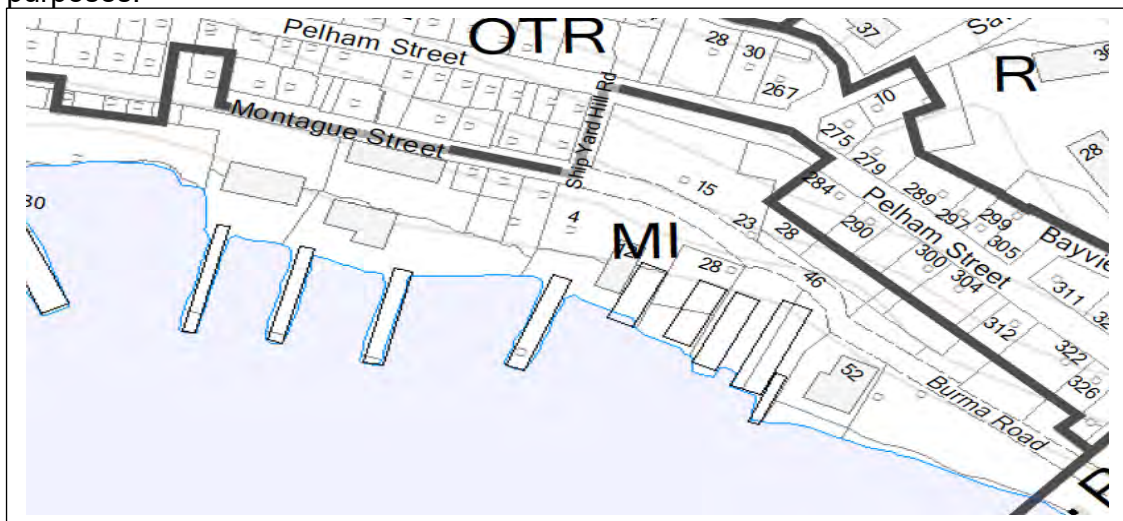


Figure 3. Excerpt, Zoning Map  
(Note: Iron Works amendment extending the MI Zone is not shown)

### *C.2 Long term goals*

A purposeful omission of these properties from the list is likely, given other residential uses along the Tannery Road area are listed and the 1996 Map 1 Existing Land Use Map shows the uses as residential. This approach is acceptable. One may look to the Village of New Minas as an example. Original planning policy was aimed at turning Highway 1 in New Minas into a commercial strip. It has been ribbon residential development interspersed with commercial as much of Highway 1 in the Wolfville to Coldbrook corridor had been. Residential uses were made non-conforming. Now New Minas is a very successful commercial hub along Highway 1, with very few of the original homes remaining.

### *C.3 Land use conflict*

Not listing the subject properties could also be attributed to land use compatibility and conflict issues. Noise, odours, and extended operating hours are nuisance factors for residential development but are often associated with industrial activity. Land use planning tends to separate residential uses from uses that create nuisance so that there is not a negative impact on the quiet enjoyment of residential properties. Complaints often arise as a result of incompatible uses. Complaints can have a negative impact on the viability of the location for industrial uses or on the business itself. Complaints may result in political pressure on the business to modify or cease operations or negative public opinion resulting in damage to the business' reputation and corporate image.

### *C.4 Lot characteristics*

The subject properties front on Montague Street and slope downward toward the rear of the lot. Marine Industrial uses are located at the lower elevations, generally on flatter grounds. The grade of the subject lots would be a hindrance in developing these lots for industrial uses.

### *C.5 Working waterfront*

Lunenburg has a working waterfront as well as a picturesque harbour and shops in the commercial core. Lunenburg draws tourists and new residential from a far. Newer residents may not be aware or as tolerant of waterfront operations. The Town had received complaints in the past from residents along Pelham Street regarding noise from marine industrial operation on the waterfront. It is not a matter of who was here first has the most rights. The Town has policies to protect and promote the working waterfront. The protection and promotion of the working waterfront has been identified as an important issue in Lunenburg and was identified in public engagement activities of Project Lunenburg.

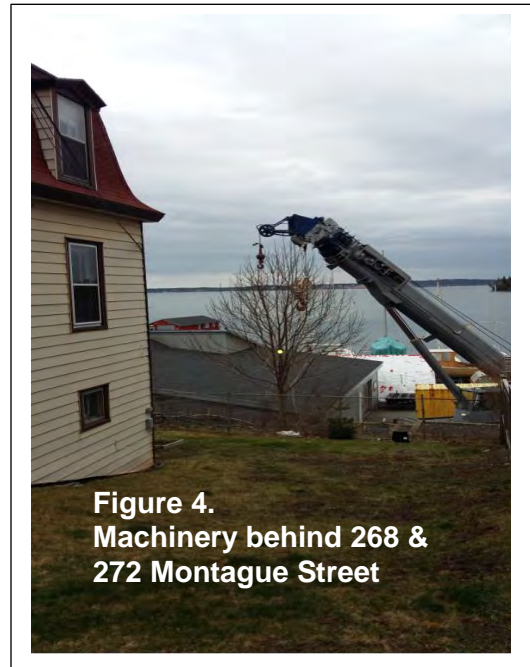
### *C.6 Heritage*

These properties are located in the Heritage Conservation District. There are policies and regulation that protect the architectural heritage (built form) of the buildings in the District. The planning documents recognize this in policy. The Heritage Conservation Plan and By-law contribute to the protection of the area. Land use policy aimed at eliminating these existing residential uses, which can often be extrapolated to include the structure, are at odds with the objectives of the Heritage Conservation District Plan.

The homes are part of the visual character of Montague Street. Not allowing repair or replacement in keeping with the Heritage Conservation District Plan and By-law after substantive damage to the property would have a negative effect on the established streetscape.

#### *C.7 Traditional use*

Despite the factors of nuisance, the residential uses in the subject properties have existed for over a hundred years without any known incident or conflict. The working waterfront and abutting residential uses have co-existed as the working waterfront and fishery have evolved. Such co-existence can be seen as part of the culture of Lunenburg. For example, the Barclay property at 272 Montague Street is 136 years old, being built in 1885. Figure 4 shows the proximity of machinery working between 268 & 272 Montague Street. It would be difficult for any new owners to not be aware of the uses occurring on abutting marine industrial lands. With continued mutual understanding and respect, it is conceivable that these two uses may continue in close proximity without jeopardizing the integrity of the MI Zone and working waterfront.



**Figure 4.  
Machinery behind 268 &  
272 Montague Street**

#### *C.8 Conclusion*

Should PAC members feel that the risk to the integrity of the Marine Industrial (MI) Zone and the working waterfront is too great, then the status quo should prevail. PAC would recommend to Council that there be no changes to the MI Zone provisions.

Should PAC members feel that these residential properties should have additional property rights and be conforming uses, PAC would recommend to Council that the text be amended to add them to the list of existing residential uses in Part 16.1.

There are many reasons in support of and against amending the Land Use By-law in this case. Given that the residential uses have abutted marine industrial lands for over 100 years without known incident or negative impact on the working waterfront, the lands are sloped which limits industrial uses, the character of the area would be negatively impacted should the homes cease to exist, and there appears to be an understanding of the nature of marine industrial uses by the owners, it is reasonable to add the properties to the list of existing residential uses in the MI Zone.

#### **D. Options**

In response to the application Council may

1. Recommend that the Council amend Part 16.1 Permitted Developments, under existing residential uses as follows, by inserting after 61 Tannery Road ABCO:

200 Montague Street  
268 Montague Street  
272 Montague Street, converted dwelling with 3 units

2. Recommend that the application be refused if it is found not to carry out the intent of the Municipal Planning Strategy.

3. Provide alternative direction, such as requesting further information on a specific topic.

**3. FINANCIAL IMPACT**

None at this time.

**4. STRATEGIC PLAN RELEVANCE**

This project is in keeping with the following Comprehensive Community Plan's Strategic Directions and Goals:

Community Structure: A town that accommodates growth and change in a well-planned way that is respectful of its layered past and creates opportunities for its long-term future (CCP, pg 17).

2.6 Working Waterfront – General (pg 30).

a) Support the Working Waterfront in remaining the backbone of Lunenburg's economy and safeguard its vitality.

(Supports objective C4)

b) Develop the Working Waterfront area in keeping with the goals established in the Lunenburg Waterfront Master Plan.

(Supports objectives C1, C2 and C6)

Land Use

c) Limit uses to those directly associated with marine industries.

(Supports objectives C1 and C4)

Housing: A town that offers a wide range of high quality and affordable housing options (CCP, pg 40).

**5. RECOMMENDATION**

Staff have completed the analysis of the application to add 200, 268, and 272 Montague Street to the list of existing residential uses in Part 16.1 of the :Land Use By-law. Where there are existing residential uses currently listed under Part 16.1., adding additional existing residential uses continues to be in keeping with the intent of the Municipal Planning Strategy. The proposal is consistent with the Town's industrial policies and meets the intent of the Municipal Planning Strategy.

IT IS RECOMMENDED THAT The Planning Advisory Committee recommend that Council amend the text of the Land Use By-law, Part 16.1 Permitted Developments, under existing residential uses as follows, by inserting after 61 Tannery Road ABCO:

*200 Montague Street*

*268 Montague Street*

*272 Montague Street, converted dwelling with 3 units*

and give First Reading and set a Public Hearing date.

## **6. SCHEDULES**

Schedule A, Municipal Planning Strategy Policy 19.9.1

Schedule B, Part 16 Marine Industrial (MI) Zone

Schedule C, Land Use By-law approval process

Schedule D, Photos

Schedule E, Original 1996 Certified Zoning, Future Land Use, and Existing Land Use

Maps excerpts

Schedule F, Application

**Schedule A**  
Municipal Planning Strategy Policy 19.9.1

Implementation Policy 19.9	Analysis
<p><b>Criteria For Development Agreements and Land Use By-law Amendments</b></p> <p><b>19.9.1</b></p> <p>consider the following in addition to all other criteria set out in the various policies of this Municipal Planning Strategy when considering amendments to the Land Use By-law or development agreements:</p>	
<p>(a) that the proposal conforms to the intent of the Municipal Planning Strategy and to all other applicable Town By-laws and regulations, except where the application is for a development agreement and the requirements of the Land Use By-law need not be met; and</p>	The proposal is in keeping with the intent of the Municipal Planning Strategy and other applicable By-laws and regulations in the Town.
<p>(b) that the proposal is not in conflict with Municipal or Provincial programs in effect in the Town; and</p>	The proposal is not in conflict with Municipal or Provincial programs.
<p>(c) that the proposal is not premature or inappropriate by reason of:</p> <p>(i) financial ability of the Town to absorb costs related to the development; or</p>	Development is existing – no additional burden on the Town.
<p>(ii) adequacy and proximity of school, recreation and other community facilities; or</p>	N/A
<p>(iii) negatively affecting the enjoyment of established residences; or</p>	Existing use – no negative impact anticipated.
<p>(iv) the creation of any undue traffic hazard or congestion; or</p>	No undue hazard or congestion has been identified.
<p>(v) adequacy of Town sewer and water services, including fire flows and water pressure or the adequacy of the site for on-site services; or</p>	Existing and adequate services.
<p>(vi) adequacy of storm drainage and effects of alteration to drainage pattern, including potential for creation of a flooding problem; or</p>	The storm drainage is adequate. No grade alteration is planned.
<p>(vii) creation or worsening of a pollution problem in the area such as but not limited to soil erosion and siltation of watercourses; or</p>	No pollution problem has been identified.
<p>(viii) suitability of site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way; and</p>	Suitable.

**Schedule B-1**  
**Part 16 Marine Industrial (MI) Zone**

**PART 16 MARINE INDUSTRIAL (MI) ZONE**

**16.1 Permitted Developments**

Developments Permitted

any use permitted in the Industrial (I) Zone

any use permitted in the General Commercial (GC) Zone, **with the exception of residential uses**

dry cleaning or laundry establishments or depots

funeral homes

medical clinics

places of entertainment, recreation and assembly

boatyards, including boat storage

existing residential uses as follow:

**Civic Address**

29 Falkland Street

49 Falkland Street

175 Montague Street

43 Tannery Street

49 Tannery Road

57 Tannery Road

61 Tannery Road

**Owner**

Cynthia and Adam Dial

Lunenburg Foundry & Engineering

Adams and Knickle

Clarence Dauphinee

ABCO

ABCO

ABCO

fish uses, including fish processing

marinas, including boat rentals and charters, fuel sales, and pump-out facilities

marine railways

marine uses

marine-related commercial uses

parking lots

parks

public uses and buildings

sale of fish and other seafood

shipbuilding and repair

ship chandlery and provisioning

storage buildings for commercial fishing gear

wharves and docks

wholesale fish establishments

outdoor yacht and boat sales and displays, including yachting and boating merchandise

**16.2 Developments Permitted by Development Agreement**

(i) industrial development which may create land use conflicts in accordance with Municipal Planning Strategy policy 8.7

(ii) Places of entertainment, recreation or assembly in accordance with Municipal Planning Policy 8.7A.

**Schedule B-2**  
Part 16 Marine Industrial (MI) Zone

16.3 **Marine Industrial (MI) Zone Standards**

Minimum Front Yard	nil
Minimum Side Yard	nil
Minimum Rear Yard	nil
Maximum Height of	13.5 metres (45 feet)
Minimum Lot Area	37 square metres (400 square feet)
Minimum Frontage	nil

- 16.4 Notwithstanding section 16.3, a boathouse may be erected on a lot that is at least 37 square metres (400 square feet).

**Schedule C**  
Land Use By-law Amendment Approval Process



**Schedule D**  
Photos

Montague Street, photos dated 6 April 2021

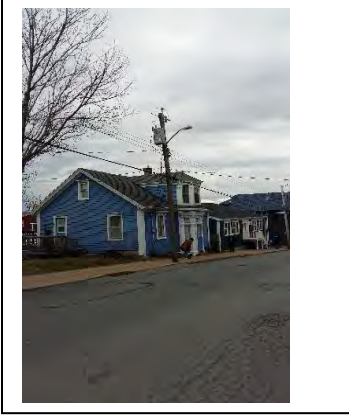


Figure 5  
200 Montague Street

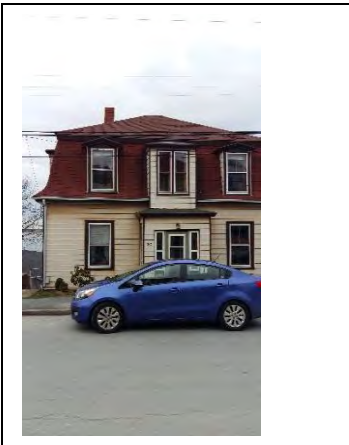


Figure 6  
272 Montague Street

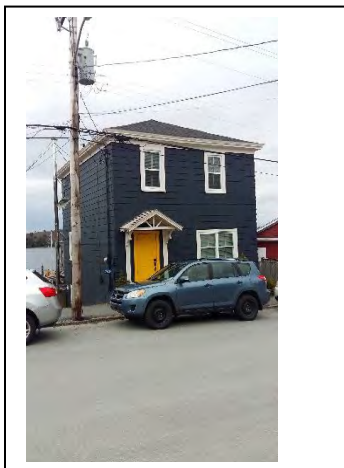


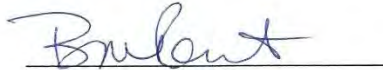
Figure 6  
268 Montague Street

**Schedule E-1**

Original 1996 Certified Zoning, Future Land Use, and Existing Land Use Maps excerpts

Certified Town of Lunenburg Document

I, Bea Renton, Town Manager/Clerk of the Town of Lunenburg in the County of Lunenburg, Nova Scotia, do hereby certify that this Municipal Planning Strategy and Land Use By-law of the Town of Lunenburg (Exhibit "D") is a true copy of the Municipal Planning Strategy and Land Use By-law adopted by a majority of the whole Council of the Town of Lunenburg at a meeting duly called and held on the 15th day of April, 1996, and who were present at the March 21 Public Hearing.



Bea Renton  
Town Manager/Clerk  
Town of Lunenburg



Province of Nova Scotia  
County of Lunenburg

I hereby certify that this is a true copy of an instrument filed in the Registry of Deeds Office at Bridgewater in the County of Lunenburg, N.S. on the 29 day of June A.D., 1996 as No. 10,221 Certified by my hand and seal this 23 day of July A.D., 1996  
.....*LaLaine Smith*.....  
Registrar of Deeds for the Registration District of Lunenburg County.

## Schedule E-2

Original 1996 Certified Zoning, Future Land Use, and Existing Land Use Maps excerpts

# TOWN OF LUNENBURG

## LAND USE BY-LAW SCHEDULE "A" ZONING MAP

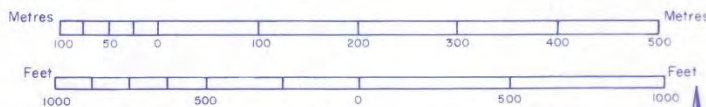
### LEGEND

OTR	Old Town Residential	MI	Marine Industrial
R	Residential	I	Industrial
RR	Rural Residential	RI	Rural Industrial
GC	General Commercial	INS	Institutional
RC	Restricted Commercial	REC	Recreation
HC	Highway Commercial	OS	Open Shoreline
CS	Commercial Shoreline	—	Zone Boundary
TM	Tourism Marine		

Adopted by Council 15 April 1996

This map forms part of the Land Use Bylaw approved by the Minister of Municipal Affairs on June 13, 1996.

SCALE 1:5000



This base map was prepared by the Lunenburg County District Planning Commission in November 1994 from Topographic Series Mapping (scale 1:2000) produced by Land Registration and Information Service (LRIS) from aerial photography flown in May 1981.



**Schedule E-3**

Original 1996 Certified Zoning, Future Land Use, and Existing Land Use Maps excerpts



**Schedule E-4**

Original 1996 Certified Zoning, Future Land Use, and Existing Land Use Maps excerpts

*Plan # 10,221*

*June 27/96  
# 4423*

# TOWN OF LUNENBURG

## MUNICIPAL PLANNING STRATEGY

### MAP 2

### FUTURE LAND USE

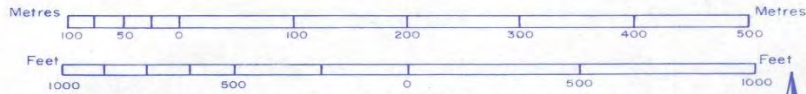
#### LEGEND

- INS INSTITUTIONAL
- REC RECREATION
-  ARCHITECTURAL CONTROL AREA

Adopted by Council 15 April 1996

This map forms part of the Municipal Planning Strategy approved by the Minister of Municipal Affairs on *June 13, 1996*.

SCALE 1:5000

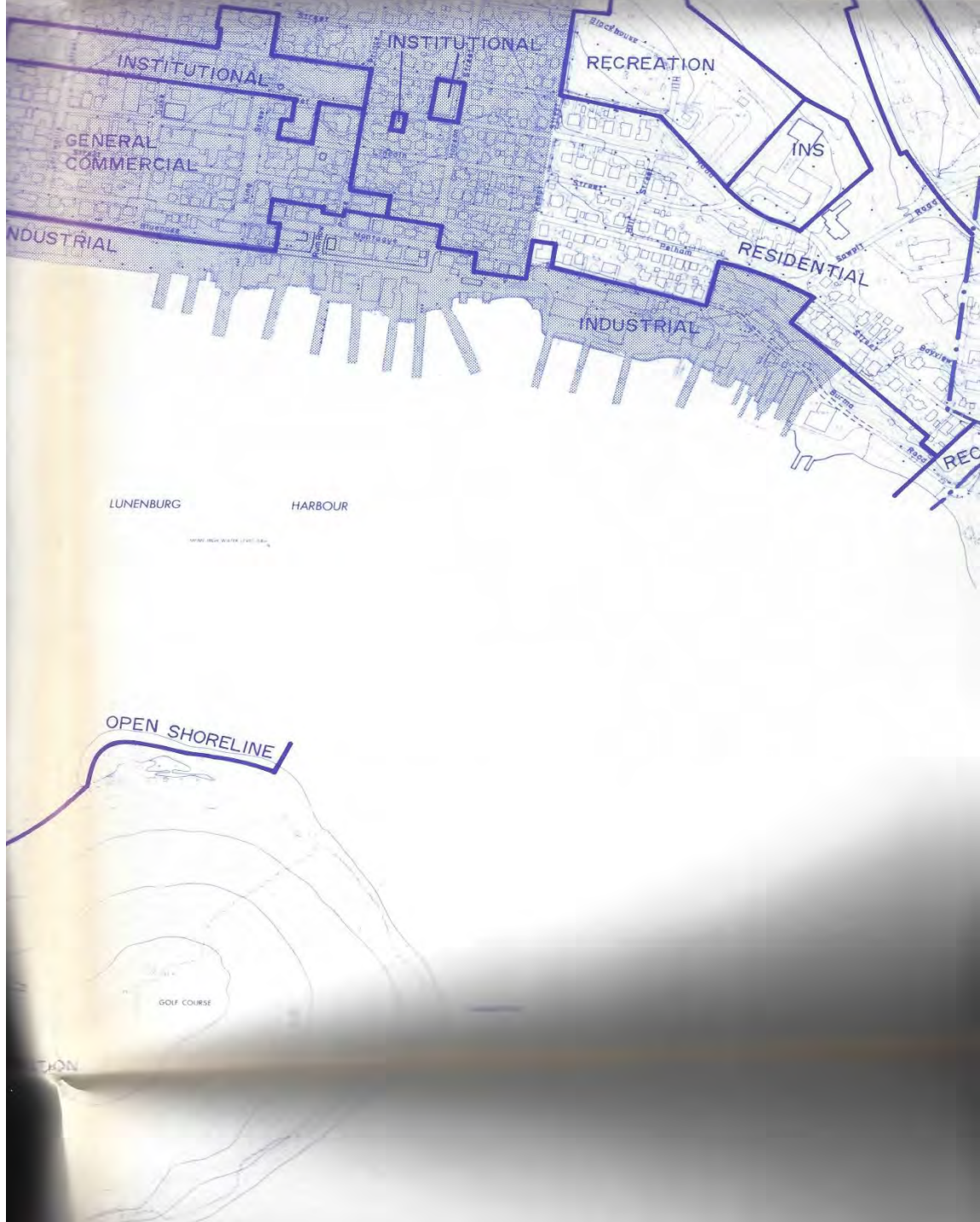


This base map was prepared by the Lunenburg County District Planning Commission in November 1994 from Topographic Series Mapping (scale 1:2000) produced by Land Registration and Information Service (LRIS) from aerial photography flown in May 1981.



### Schedule E-5

Original 1996 Certified Zoning, Future Land Use, and Existing Land Use Maps excerpts



**Schedule E-6**

Original 1996 Certified Zoning, Future Land Use, and Existing Land Use Maps excerpts

# 10, 221

June 27/96

# 4423








# TOWN OF LUNENBURG

## MUNICIPAL PLANNING STRATEGY

### MAP I

### EXISTING LAND USE

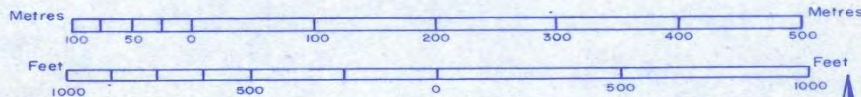
#### LEGEND

-  Residential \*
-  Commercial
-  Industry
-  Civic & Cultural Uses (Includes Public Utilities)
-  Education
-  Open Space
-  Agriculture, Forestry & Open Country
- C** Commercial Use In Residential Dwelling
- G3** Private Garage On Separate Lot (Includes No. Of Units)

\* •2 Indicates Number Of Dwelling Units

Based On Existing Land Use Survey Done Oct. 14 & 30, & Nov. 14, 1994

SCALE 1:5000

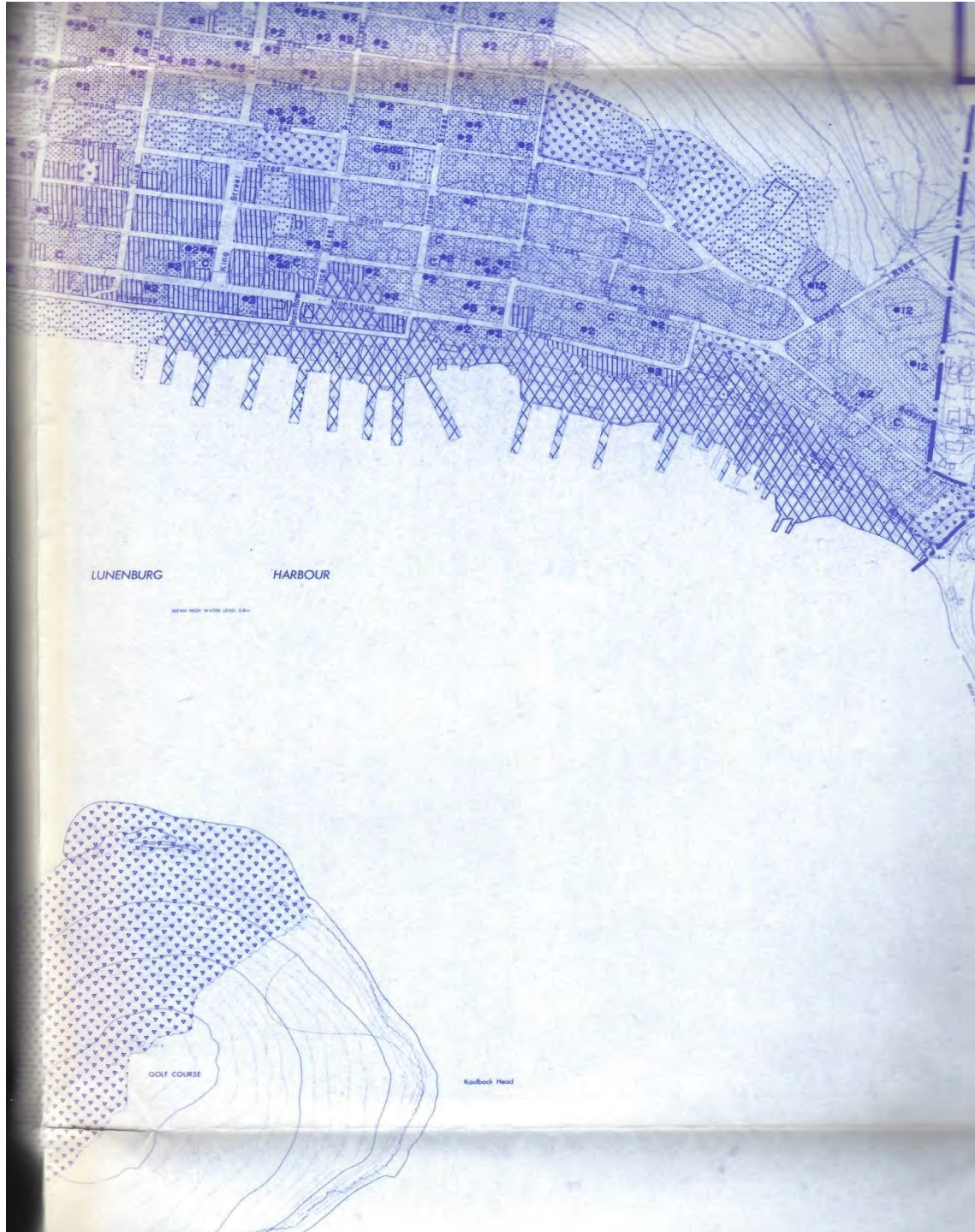


This base map was prepared by the Lunenburg County District Planning Commission in November 1994 from Topographic Series Mapping (scale 1:2000) produced by Land Registration and Information Service (LRIS) from aerial photography flown in May 1981.



### Schedule E-7

Original 1996 Certified Zoning, Future Land Use, and Existing Land Use Maps excerpts



# Schedule F Application-1

## Town of Lunenburg Planning Application for Land Use By-Law Amendment

PLEASE NOTE THAT ALL INFORMATION PROVIDED IS PUBLIC INFORMATION

APPLICANT INFORMATION	REGISTERED OWNER OF PROPERTY
Name ELIZABETH & THOMAS BARCLAY	Name same
	Company Name
	Mailing Address
	Email
	Phone
Cell	Cell

PLEASE NOTE: If you are not the registered owner of the property, include a letter of authorization from the owner with your application.

PROPERTY INFORMATION	APPLICATION CHECKLIST
Civic Address 272 MONTAGUE ST LUNENBURG, NS	<input type="checkbox"/> Copy of Deed
PID #	<input checked="" type="checkbox"/> Survey Plan or Equivalent
Present Use of Property	<input type="checkbox"/> A Letter Explaining the Proposal <i>see below</i>
Proposed Use of Property	<input checked="" type="checkbox"/> Application and Advertising Fees \$949.10 (\$249.10 + \$700.00)

### EXPLANATION OF PROPOSAL AND SIGNATURE

A short explanation of your proposal (please include a detailed letter with a full explanation)

IT HAS COME TO OUR ATTENTION THAT THE PROPERTY IS IN THE MARINE INDUSTRIAL ZONE, NON CONFORMING USE, WE WOULD LIKE IT ADDED TO THE LIST OF RESIDENTIAL PROPERTIES IN THE MARINE INDUSTRIAL ZONE WITH RESIDENTIAL(1-3 UNIT) USE ALLOWED AND CONFORMING

By submitting this application I affirm that the facts set forth are true and complete.

*E Barclay*  
 Name (printed): J Barclay      Signature: *[Signature]*      Date: Feb 3/21

OFFICE USE ONLY: Type of LUB Application: \_\_\_\_\_ Date received: *[Signature]*

Circulated: \_\_\_\_\_

---

Document No: 5(a)  
Meeting: HAC – April 19, 2021  
Circulate To: HAC, Council, BR  
File:

---

## MEMORANDUM

**TO: HERITAGE ADVISORY COMMITTEE**

**FROM: ARTHUR MACDONALD, HERITAGE MANAGER**

**DATE: APRIL 8, 2021**

**RE: HERITAGE RECOGNITION AWARDS**

---

### 1. FACTS

#### A. Background

In keeping with the Town's Heritage Recognition Awards Program, the Town advertised for nominations on February 24<sup>th</sup> and March 3<sup>rd</sup>, 2021. The nomination period closed on March 26<sup>th</sup>. Staff has identified three (3) projects that were deemed worthy of consideration and received two (2) nominations as outlined below:

Civic Address:	Owner:	Nominator:
12 Burma Road	Develop Nova Scotia	Staff
71 Prince Street	Emile John and Berenice Van Laer	Staff
25 Hopson Street	Michael and Lynette Smith	Mike Smith
97 Kaulbach Street	Town of Lunenburg c/o Schooner Construction	Staff
169 Montague Street	Tiller Holdings Limited c/o Wilfred P. Moore Jane A. Ritcey Moore	Letisha McFall

Ms. Richardson of 196 Lawrence Street was awarded a 2020 Heritage Recognition Award. However she requested her presentation be postponed until the 2021 presentation. So staff would like to have her added to the 2021 presentations.

196 Lawrence Street	Peggy Darlene Richardson	Staff
---------------------	--------------------------	-------

The committee may wish to nominate other projects and consider the ones recommended by staff. The categories for consideration are enclosed in the Heritage Recognition Awards Program attached as **Attachment “A”**. The Program’s criteria is also attached in **Attachment “A”** to be used for your review of the staff’s recommendations as well as any additional ones deemed worthy of consideration.

## **B. Proposal**

The Heritage Recognition Awards is intended to recognize the fine work of property owners and developers in enhancing Lunenburg as a UNESCO World Heritage Site and to heighten public awareness of Lunenburg’s rich built heritage.

The owners of the nominations approved by Council will be invited to the Town’s 268<sup>th</sup> Birthday Ceremony on June 7<sup>th</sup>, 2021 where they will be presented with their Heritage Recognition Certificates. Due to COVID-19, the Town’s Birthday celebrations may be postponed and rescheduled for a later date or otherwise may be virtual as undertaken in 2020.

## **2. ISSUES AND OPTIONS ANALYSIS**

- Council may approve the nominations as presented.
- Council may approve an alternative list of nominations.
- Council may refer the matter back to the HAC for further discussions.

## **3. FINANCIAL IMPACT**

There is sufficient funding in the 2021/22 fiscal budget to cover the costs associated with manufacturing the certificates as well as holding the event.

## **4. STRATEGIC PLAN RELEVANCE**

### **CCP Strategic Direction:**

**6. Heritage:** Direction to protect and enhance existing heritage assets and to support a wider cultural narrative.

### **CCP Guiding Principal:**

**5. Living Heritage:** We interpret heritage with a holistic view, ensuring it is relevant and living within the community.

**5. RECOMMENDATION AND DRAFT MOTION**

It is recommended that Council approves the following nominations for the Town's 2021 Heritage Recognition Award Ceremony.

Motion: Moved by seconded by that the following nominations for the Town's 2021 Heritage Recognition Award Ceremony be approved.

<b>Civic Address:</b>	<b>Category:</b>
12 Burma Road	Successfully blending an addition that contributes positively to the design of the original structure and rehabilitating a building that contribute positively to the design of the original structure.
71 Prince Street	Rehabilitating a building that contribute positively to the design of the original structure.
25 Hopson Street	Successfully blending an addition that contributes positively to the design of the original structure.
97 Kaulbach Street	Preserving or restoring the original character of a building.
169 Montague Street	Successfully blending an addition that contributes positively to the design of the original structure.

Staff would also like to have Council's approval to recommend the Lunenburg Academy for a Nova Scotia Heritage Trust Award. The completion of the exterior restoration as part of the building's 125<sup>th</sup> Anniversary is a significant milestone that is worthy of consideration for this award.

Motion: Moved by seconded by that Council directs staff to undertake the nomination process to nominate the Lunenburg Academy Restoration for a Nova Scotia Heritage Trust Award.

**ATTACHMENTS:**

- A.** Heritage Recognition Awards Program Complete with Criteria and Rating System.
- B.** Nominations for the 2021 Heritage Recognition Awards Review.

Acknowledged by:

Bea Renton  
Town Manager/Clerk

# **ATTACHMENT “A”**

## **Town of Lunenburg**

### **Heritage Recognition Awards Program**

#### **Purpose:**

To recognize property owners and developers for a “job well done” in outstanding restoration and/or rehabilitation work as well as well-designed infill developments that contribute positively to the streetscape in which they are located. It is intended the Program recognize small as well as large projects and consider nominations from throughout the Town.

#### **Recognition Categories:**

The Heritage Advisory Committee will accept nominations or will nominate from information provided by the Town’s Heritage Manager that fall under the following categories:

- preserving or restoring the original character of a building;
- rehabilitating a building, including successfully integrating modern elements that contribute positively to the design of the original structure;
- successfully blending an addition and/or adaptive reuse of a building that contributes positively to the design of the original structure;
- new infill developments that successfully blend into and contribute positively to the streetscape in which it is located; and
- the long term preservation stewardship of a building.

#### **Review:**

Nominations will be reviewed by Staff and forwarded to the Heritage Advisory Committee (HAC) for consideration. The HAC will provide their recommendations for Council’s consideration. Upon considering the HAC’s review, Council will approve those nominations they deem appropriate.

## Heritage Recognition Awards Program Criteria – Ranking System

Criterion:	Score: High - 2 Points; Low - 1 Point:
Registered Federal, Provincial or Municipal Heritage Property/Site: (Maximum 1 point)	
Located in Heritage Conservation District or the Architectural Control Area: (Maximum 1 point)	
Works contribute positively to Lunenburg's Architectural Traditions:	
Works contribute positively to the streetscape:	
Works enhances building's architectural style:	
Rating Score:	_____/ 8
	Nominations should receive a score value of 4/8 or better to be considered for a Heritage Recognition Awards unless there is compelling evidence to consider otherwise.

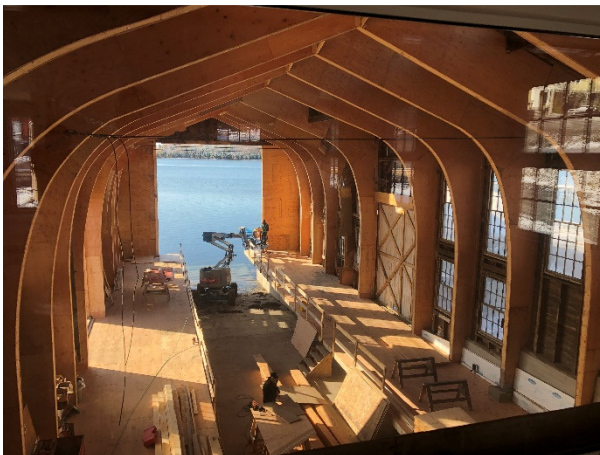
**ATTACHMENT “B”**  
**Nominations for the 2021 Heritage Recognition Awards Review**

**12 Burma Road**

**Before Photos:**



**After Photos:**



## Heritage Recognition Awards Program Criteria – Ranking System

Criterion:	Score: High - 2 Points; Low - 1 Point:
Registered Federal, Provincial or Municipal Heritage Property/Site: (Maximum 1 point)	0
Located in Heritage Conservation District or the Architectural Control Area: (Maximum 1 point)	1
Works contribute positively to Lunenburg's Architectural Traditions:	2
Works contribute positively to the streetscape:	1
Works enhances building's architectural style:	1
Rating Score:	5/8
<b>12 Burma Road</b>	Nominations should receive a score value of 4/8 or better to be considered for a Heritage Recognition Awards unless there is compelling evidence to consider otherwise.

## 71 Prince Street

### Before Photo:



### After Photos:



## Heritage Recognition Awards Program Criteria – Ranking System

Criterion:	Score: High - 2 Points; Low - 1 Point:
Registered Federal, Provincial or Municipal Heritage Property/Site: (Maximum 1 point)	0
Located in Heritage Conservation District or the Architectural Control Area: (Maximum 1 point)	1
Works contribute positively to Lunenburg’s Architectural Traditions:	1
Works contribute positively to the streetscape:	2
Works enhances building’s architectural style:	2
<b>Rating Score:</b>	<b>6/8</b>
<b>71 Prince Street</b>	Nominations should receive a score value of 4/8 or better to be considered for a Heritage Recognition Awards unless there is compelling evidence to consider otherwise.

**25 Hopson Street**

**Before Photos:**



**After Photos:**



## Heritage Recognition Awards Program Criteria – Ranking System

Criterion:	Score: High - 2 Points; Low - 1 Point:
Registered Federal, Provincial or Municipal Heritage Property/Site: (Maximum 1 point)	0
Located in Heritage Conservation District or the Architectural Control Area: (Maximum 1 point)	1
Works contribute positively to Lunenburg’s Architectural Traditions:	2
Works contribute positively to the streetscape:	2
Works enhances building’s architectural style:	2
Rating Score:	7/8
<b>25 Hopson Street</b>	Nominations should receive a score value of 4/8 or better to be considered for a Heritage Recognition Awards unless there is compelling evidence to consider otherwise.

**97 Kaulbach Street**

**Before Photo:**



**After Photo:**



## Heritage Recognition Awards Program Criteria – Ranking System

Criterion:	Score: High - 2 Points; Low - 1 Point:
Registered Federal, Provincial or Municipal Heritage Property/Site: (Maximum 1 point)	1
Located in Heritage Conservation District or the Architectural Control Area: (Maximum 1 point)	1
Works contribute positively to Lunenburg’s Architectural Traditions:	2
Works contribute positively to the streetscape:	2
Works enhances building’s architectural style:	2
Rating Score:	8/8
<b>97 Kaulbach Street</b>	Nominations should receive a score value of 4/8 or better to be considered for a Heritage Recognition Awards unless there is compelling evidence to consider otherwise.

**169 Montague Street**

**Before Photo:**



**After Photo:**



## Heritage Recognition Awards Program

### Criteria – Ranking System

Criterion:	Score: High - 2 Points; Low - 1 Point:
Registered Federal, Provincial or Municipal Heritage Property/Site: (Maximum 1 point)	0
Located in Heritage Conservation District or the Architectural Control Area: (Maximum 1 point)	1
Works contribute positively to Lunenburg's Architectural Traditions:	2
Works contribute positively to the streetscape:	2
Works enhances building's architectural style:	1
Rating Score:	6/8
<b>169 Montague Street</b>	Nominations should receive a score value of 4/8 or better to be considered for a Heritage Recognition Awards unless there is compelling evidence to consider otherwise.

WATER UTILITY OPERATING BUDGET							
			2021/22	2020/21	2020/21	2019/20	
	ACCOUNT #		BUDGET	BUDGET	PROJECTIONS	ACTUAL	
REVENUE							
<b>OPERATING REVENUES</b>							
1,000	05-1-12-0100	1	METERED COMMERCIAL SALES	\$ 535,000	\$ 534,000	\$ 535,000	\$ 526,591
3,600	05-1-21-0100	1	FLAT RATE SALES - RESIDENTIAL	665,100	661,500	661,500	658,509
(9,800)	05-1-31-0100	2	PUBLIC FIRE PROTECTION	331,000	340,800	340,800	325,360
-	05-1-33-0100		PRIVATE FIRE PROTECTION	1,000	1,000	1,000	1,000
200	05-1-40-0100		SPRINKLER ACCOUNTS	6,800	6,600	6,800	6,600
-	05-1-60-0100	3	CONSUMER INTEREST CHARGES	3,500	3,500	3,500	5,354
100	05-1-71-0100		CONNECTION CHARGES	5,500	5,400	5,500	4,800
-	05-1-72-0100	4	ARMOURIES RENT	1,200	1,200	1,200	1,200
			TOTAL OPERATING REVENUES	1,549,100	1,554,000	1,555,300	1,529,414
<b>NON-OPERATING REVENUES</b>							
-	05-1-81-0100		JOBGING AND CONTRACT	500	500	-	100
(2,500)	05-1-82-1000		INTEREST EARNED	2,500	5,000	2,500	7,120
2,000	05-1-85-0100	5	GRANTS FOR THE PROV - HST OFFSET	9,000	7,000	8,900	10,251
-	05-1-89-0100		OTHER TRANSFERS FROM RESERVES	80,000	80,000	-	-
			TOTAL NON-OPERATING REVENUES	92,000	92,500	11,400	17,471
			<b>TOTAL REVENUES</b>	<b>\$ 1,641,100</b>	<b>\$ 1,646,500</b>	<b>\$ 1,566,700</b>	<b>\$ 1,546,885</b>
<b>EXPENDITURES</b>							
<b>SOURCE OF SUPPLY</b>							
<b>SUPERVISION AND ENGINEERING</b>							
50	05-2-11-0100	6	PORTION OF ENGINEER & SUPER. SALARY	\$ 14,200	\$ 14,150	\$ 14,150	\$ 12,500
100	05-2-11-0105	6.1	FACILITY SUPERINTENDENT (salary & benefits)	2,400	2,300	2,300	2,200
-	05-2-11-0300	7	DEPARTMENT OF ENVIRONMENT - LICENSE	1,000	1,000	1,000	946
-	05-2-11-0400	7.1	WATER WITHDRAWAL STUDY (EVERY 10 YEARS, last done 2011/12) - due in May 2022	80,000	80,000	-	-
<b>OPERATION LABOUR</b>							
(600)	05-2-12-0200	18	PUBLIC WORKS LABOUR	500	1,100	500	-
10,250	05-2-12-0201	12	WRO LABOUR	13,600	3,350	3,350	2,028
<b>MAINTENANCE OF PLANT - INTAKES (PUMP HOUSE)</b>							
(1,000)	05-2-14-2100		DIVER - INTAKE	3,000	4,000	3,200	3,671
-	05-2-14-2200	7.2	REPAIRS TO INTAKE SCREENS/BUILDING	4,000	4,000	1,500	3,686
			<b>DEPARTMENT TOTAL</b>	<b>\$ 118,700</b>	<b>\$ 109,900</b>	<b>\$ 26,000</b>	<b>\$ 25,031</b>
<b>PUMPING</b>							
<b>SUPERVISION AND ENGINEERING</b>							
50	05-2-21-0100	6	PORTION OF ENGINEER & SUPER. SALARY	\$ 14,200	\$ 14,150	\$ 14,150	\$ 12,500
100	05-2-21-0105	6.1	FACILITY SUPERINTENDENT (salary & benefits)	2,400	2,300	2,300	2,200
<b>OPERATION LABOUR</b>							
(600)	05-2-22-0200	18	PUBLIC WORKS DEPARTMENT	500	1,100	500	-
7,650	05-2-22-0201	12	WRO LABOUR	11,400	3,750	3,750	3,031
<b>POWER PURCHASED</b>							
-	05-2-24-0100	8	POWER PURCHASED - NSPI	25,000	25,000	24,000	23,929
<b>MAINTENANCE OF PLANT</b>							
-	05-2-25-1200		TELEPHONE - PUMPHOUSE	300	300	300	220
(3,500)	05-2-25-1300	8.2	MATERIALS/REPAIRS TO BUILDING	2,000	5,500	1,000	805
<b>MAINTENANCE OF PUMPING EQUIPMENT</b>							
-	05-2-25-2100	9	REPAIRS TO PUMPS	4,000	4,000	500	327
			<b>DEPARTMENT TOTAL</b>	<b>\$ 59,800</b>	<b>\$ 56,100</b>	<b>\$ 46,500</b>	<b>\$ 43,012</b>
<b>WATER TREATMENT</b>							
<b>SUPERVISION AND ENGINEERING</b>							
50	05-2-31-0100	6	PORTION OF ENGINEER & SUPER. SALARY	\$ 14,200	\$ 14,150	\$ 14,150	\$ 12,500
100	05-2-31-0105	6.1	FACILITY SUPERINTENDENT (salary & benefits)	2,400	2,300	2,300	2,200
-	05-2-31-0400	10	TRAINING - SUPER./WRO	5,500	5,500	1,000	2,524
500	05-2-31-0410	11	CLOTHING - WRO	1,500	1,000	500	396
<b>OPERATION LABOUR</b>							
(500)	05-2-32-0100	18	PUBLIC WORKS DEPARTMENT	500	1,000	500	646
1,800	05-2-32-0200	12	WATER RESOURCE OPERATORS LABOUR	70,000	68,200	68,200	64,015
5,600	05-2-32-0210	12	WATER RESOURCE OPERATORS BENEFITS	22,600	17,000	17,000	13,992
<b>OPERATION SUPPLIES AND EXPENSE</b>							
<b>CHEMICALS AND ADDITIVES</b>							
5,000	05-2-33-1500	13	WTP - CHEMICALS	60,000	55,000	55,000	52,229

WATER UTILITY OPERATING BUDGET						
			2021/22	2020/21	2020/21	2019/20
	ACCOUNT #		BUDGET	BUDGET	PROJECTIONS	ACTUAL
		DESCRIPTION				
-		<b>SUPPLIES &amp; EXPENSES</b>				
7,000	05-2-33-9100	14 SUPPLIES AND SMALL TOOLS	12,000	5,000	1,000	3,810
-	05-2-33-9200	15 WATER TESTING	16,000	16,000	14,000	11,951
100	05-2-33-9300	15.1 WATER TESTING - WRO LABOUR	25,000	24,900	24,900	23,755
(6,000)	05-2-33-9500	16 WTP - SPARE/REPLACEMENT PARTS	5,500	11,500	11,700	10,719
-	05-2-33-9520	WTP - LABORATORY MATERIALS	2,000	2,000	2,000	918
6,000	05-2-34-0600	NSPI - TREATMENT PLANT	65,000	59,000	59,000	59,165
4,000	05-2-34-0700	TELEPHONE LINE/SCADA SYSTEM /SECURITY	10,800	6,800	6,800	4,809
-		<b>MAINTENANCE OF PLANT</b>				
-	05-2-34-0500	17 WTP - REPAIRS & MAINTENANCE	24,000	24,000	24,000	19,461
		<b>DEPARTMENT TOTAL</b>	<b>\$ 337,000</b>	<b>\$ 313,350</b>	<b>\$ 302,050</b>	<b>\$ 283,090</b>
-		<b>TRANSMISSION AND DISTRIBUTION</b>				
-		<b>SUPERVISION AND ENGINEERING</b>				
600	05-2-41-0100	6 PORTION OF ENGINEER & SUPER. SALARY	\$ 52,000	\$ 51,400	\$ 51,400	\$ 46,263
400	05-2-41-0105	6.1 FACILITY SUPERINTENDENT (salary & benefits)	8,600	8,200	8,200	8,100
-	05-2-41-0200	DRAFTING/FILING LABOUR	2,300	2,300	2,300	455
-		<b>OPERATION LABOUR</b>				
-		<b>OPERATION LABOUR - MAINS</b>				
900	05-2-43-1100	18 PUBLIC WORKS DEPT. - LABOUR	12,000	11,100	5,000	5,261
-		<b>MAINTENANCE OF PLANT</b>				
-		<b>MAINT. OF PLANT RESERVOIRS</b>				
-	05-2-44-1100	19 STANDPIPE (GARDEN LOTS)	3,000	3,000	3,100	1,980
100	05-2-44-1300	ELECTRICITY/SCADA/STANDPIPE	1,800	1,700	1,700	1,673
9,800	05-2-44-1350	19 WTP PLANT STANDPIPE (NORTHWEST)	19,800	10,000	7,000	11,310
-	05-2-44-1400	20 TELEPHONE LINE/SCADA SYSTEM	1,500	1,500	1,500	1,063
-		<b>MAINT. OF PLANT - MAINS</b>				
-	05-2-44-3100	21 MATERIALS - MAINS	11,000	11,000	3,000	7,007
-	05-2-44-3200	21 EQUIP RENTAL (TOWN) - MAINS & SERVICES	25,000	25,000	8,000	17,362
(1,200)	05-2-44-3295	21.1 WATER LEAK STUDY	6,000	7,200	-	-
5,500	05-2-44-3300	21.2 FIRE FLOW TESTING (COMPLETED IN 2016/17)	5,500	-	-	-
-		<b>MAINT. SERV./METERS/HYDRANTS</b>				
-	05-2-44-9100	MATERIALS	15,000	15,000	8,000	10,507
150	05-2-44-9300	18 P.W. LABOUR	15,500	15,350	15,500	12,558
-	05-2-44-9400	ADVERTISING - NOTICES, ETC.	2,000	2,000	500	169
-		<b>STORES (STOCK) EXPENSES</b>				
(900)	05-2-46-0100	FUEL - HEAT	8,600	9,500	7,000	6,880
-	05-2-46-0200	ELECTRICITY - LIGHTS	5,100	5,100	5,100	4,685
-	05-2-46-0225	WATER	600	600	600	494
200	05-2-46-0250	22 SEWER CHARGE	900	700	900	717
-	05-2-46-0300	SUPPLIES, REPAIRS & JANITORIAL	-	-	-	-
-	05-2-46-0301	REPAIRS & SUPPLIES	10,000	10,000	10,000	11,985
-	05-2-46-0302	JANITORIAL	3,500	3,500	3,500	3,245
-	05-2-46-0303	SECURITY	700	700	700	300
(50)	05-2-46-0400	IN HOUSE LABOUR/ARMOURIES	15,000	15,050	15,050	14,719
-	05-2-46-0500	TELEPHONE/CELL PHONES/INTERNET	3,500	3,500	3,500	3,169
-		<b>TRANSPORTATION - VEHICLES</b>				
-	05-2-47-0100	GAS - VEHICLES	5,000	5,000	4,000	3,547
(3,500)	05-2-47-0200	REPAIRS/MAINTENANCE - 2008 Van (reallocated to recreation and facilities)	-	3,500	3,500	1,239
3,500	05-2-47-0201	REPAIRS/MAINTENANCE-2005 Chev 1/2 ton	3,500	-	-	8,295
-	05-2-47-0202	REPAIRS/MAINTENANCE - 2013 GMC	2,000	2,000	1,000	-
(300)	05-2-47-0350	CAR ALLOWANCE - ENG/SUPERINTENDENT	600	900	600	600
-	05-2-47-0400	RADIO LICENSE/REPAIRS	600	600	600	586
		<b>DEPARTMENT TOTAL</b>	<b>\$ 240,600</b>	<b>\$ 225,400</b>	<b>\$ 171,250</b>	<b>\$ 184,169</b>
-		<b>ADMINISTRATION AND GENERAL</b>				
-	23	<b>ACCOUNTING AND COLLECTING</b>				
-		<b>ACCOUNTING SUPERVISION</b>				
(1,400)	05-2-51-1100	PORTION OF FINANCE DIRECTOR	\$ 37,300	\$ 38,700	\$ 38,700	\$ 38,935
-		<b>ACCOUNTING METER READINGS</b>				
-	05-2-51-2100	METER READING SALARY/EXPENSES	2,500	2,500	2,300	1,930

WATER UTILITY OPERATING BUDGET						
	ACCOUNT #	DESCRIPTION	2021/22 BUDGET	2020/21 BUDGET	2020/21 PROJECTIONS	2019/20 ACTUAL
-		<b>ACCOUNTING BILLING</b>				
(600)	05-2-51-3100	PORTION BOOKKEEPING SALARIES	27,800	28,400	28,400	28,464
-	05-2-51-3200	SUPPLIES - BILLING & COLLECTION	2,700	2,700	2,700	1,378
6,500	05-2-51-3210	COMPUTER MAINTENANCE	15,000	8,500	8,500	6,000
-		<b>ACCOUNTING COLLECTION</b>				
(450)	05-2-51-4100	PORTION OF CASHIER SALARIES	13,500	13,950	13,950	14,029
-		<b>ACCOUNTING - UNCOLLECTIBLE ACCTS.</b>				
-	05-2-51-5100	PROVISION - UNCOLLECTIBLE ACCTS.	5,000	5,000	5,000	8,168
-		<b>SALARIES</b>				
-		<b>SALARIES - OFFICERS &amp; EXECUTIVES</b>				
-	05-2-52-1100	PORTION STAFF MEETING PAY	-	-	-	973
100	05-2-52-1200	PORTION COUNCIL HONORARIUMS	27,100	27,000	27,000	25,290
(1,600)	05-2-52-1300	PORTION STAFF SALARIES	61,400	63,000	63,000	62,439
-		<b>SALARIES - OTHER</b>				
3,900	05-2-52-9100	PORTION OFFICE STAFF SALARIES	64,300	60,400	60,400	55,810
200	05-2-52-9200	EMPLOYMENT BENEFITS	77,500	77,300	77,300	87,563
-		<b>GENERAL OFFICE EXPENSE</b>				
-		<b>GENERAL OFFICERS EXPENSE</b>				
5,000	05-2-53-1200	24 TRAINING, CONFERENCES & MEMBERSHIPS	20,000	15,000	7,000	6,946
(2,300)	05-2-53-1201	24 COUNCIL TRAINING & CONFERENCES	5,700	8,000	8,000	2,644
-	05-2-53-1400	BANK CHARGES	1,800	1,800	1,800	1,800
-		<b>GENERAL OFFICE EXPENSE</b>				
-	05-2-53-3100	MISC. SUPPLIES - OFFICE	5,000	5,000	5,000	6,205
3,500	05-2-53-3150	25 FURNITURE & EQUIPMENT	15,000	11,500	11,500	12,927
-		<b>PROFESSIONAL FEES</b>				
-	05-2-54-1100	AUDITORS FEES	6,000	6,000	5,800	6,023
15,000	05-2-54-1200	CONSULTANT FEES - WATER RATE STUDY	15,000	-	-	
-	05-2-54-1250	ENGINEER CONSULTING SERVICES	7,500	7,500	4,000	9,956
-	05-2-54-2100	LEGAL FEES	15,000	15,000	12,000	7,332
400	05-2-54-2150	25.1 COMMUNICATIONS	5,400	5,000	5,000	5,083
-	05-2-54-2200	PAYROLL ADMINISTRATION	1,300	1,300	1,300	1,200
-		<b>REGULATORY EXPENSES</b>				
-	05-2-55-0100	26 NSURB FEE	1,600	1,600	1,600	1,645
-		<b>INSURANCE</b>				
2,000	05-2-56-0100	27 FIRE & AUTO LIABILITY	28,000	26,000	25,100	25,795
-		<b>RENT OF GENERAL PROPERTY</b>				
-	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
		<b>DEPARTMENT TOTAL</b>	<b>\$ 465,700</b>	<b>\$ 435,450</b>	<b>\$ 419,650</b>	<b>\$ 422,835</b>
-		<b>DEPRECIATION</b>				
-	05-2-60-0100	29 DEPRECIATION EXPENSE	\$ 287,400	\$ 287,400	\$ 287,400	\$ 295,809
-		<b>DEPARTMENT TOTAL</b>	<b>\$ 287,400</b>	<b>\$ 287,400</b>	<b>\$ 287,400</b>	<b>\$ 295,809</b>
-		<b>TAXES</b>				
-	05-2-70-0200	30 PROPERTY TAXES	\$ 43,500	\$ 43,500	\$ 43,000	\$ 43,479
-		<b>DEPARTMENT TOTAL</b>	<b>\$ 43,500</b>	<b>\$ 43,500</b>	<b>\$ 43,000</b>	<b>\$ 43,479</b>
-		<b>NON-OPERATING EXPENSES</b>				
-	05-2-90-0200	INTEREST ON CUSTOMER DEPOSITS	\$ -	\$ -	\$ -	
-		<b>REDEMPTION LONG-TERM DEBT</b>				
-	05-2-91-0100	31 PRINCIPAL INSTALLMENTS	40,750	40,750	40,750	40,750
-		<b>INTEREST ON LONG-TERM DEBT</b>				
(1,000)	05-2-92-0100	31 INTEREST	17,650	18,650	19,100	19,855
-		<b>CAPITAL EXPENDITURE FROM REVENUE</b>				
(20,000)	05-2-99-0050	33 CAPITAL RESERVES - FUTURE CAPITAL	-	20,000	115,000	107,000
-		<b>OTHER NON-OPERATING EXPENSES</b>				
-	05-2-99-0020	33 TRANSFER TO CAPITAL RESERVE - LAND	5,000	5,000	5,000	5,000
(26,000)	05-2-99-0010	33 WTP - MEMBRANE REPLACEMENT RESERVE	-	26,000	26,000	26,000
(40,000)	05-2-99-0060	DIVIDEND	25,000	65,000	65,000	50,000
-	05-2-99-0100	SURPLUS (DEFICIT)	-	-	-	-
		<b>DEPARTMENT TOTAL</b>	<b>\$ 88,400</b>	<b>\$ 175,400</b>	<b>\$ 270,850</b>	<b>\$ 248,605</b>
-		<b>TOTAL EXPENDITURES</b>	<b>\$ 1,641,100</b>	<b>\$ 1,646,500</b>	<b>\$ 1,566,700</b>	<b>\$ 1,546,030</b>
-		<b>Budget Change</b>	<b>\$ (5,400)</b>			
-			<b>-0.4%</b>			

## 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 2021/22</i>	<i>Estimated 2020/21</i>	<i>Actual 2020/21</i>
Residential Connections	1,160	1,153	1160
Metered Commercial Accounts	191	191	191

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).

***All salaries and wages for all departments have been adjusted in fiscal 2021/22 by 0.3%, NS-CPI for 2020. This increase will be effective November 1, 2021. In fiscal 2020/21 the staff wage 1.6% NS-CPI adjustment was removed due to the fiscal constraints of the COVID-19 pandemic.***

### 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 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 #05-2-11-0400 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

This amount is for general repairs and maintenance of building.

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 Operators Salary and Benefits

The Town Engineer is proposing that the Water Resource Operator complement of staff be increased from 1.5 FTE to 2.0 FTE for the Water Utility. A portion of these additional resources in the Water Utility to be used to increase the time spent on Dares Lake source and watershed lands protection, commercial water meter reading and maintenance (and future residential water meter reading and maintenance), increased water testing and sampling and water system by-law enforcement.

13. #05-2-33-1500 Chemicals

Chemical costs are estimated based on the operational requirements of the Water Treatment Plant. Budget increase due to increased cost for chemicals.

14. #05-2-33-9100 Supplies and Small Tools

Estimate for required items for plant operations.

Budget increased \$7,000 to include the development of Standard Operating Procedures for the Water Treatment Plant.

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.

Items anticipated in the upcoming year:

Spare on Line Rosemount PH probe

Spare Chemline Flow Pressure Regulators with gauge Insulators

Spare Wilden Chemical Feed Pump for PALL System Cleaning

Replacement flock tank mixer electric motor

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.

Replacement of 12 anodes inside the WTP water storage tank (as per report)

A. 12 Anodes cost \$7,750

B. Designated potable water tank dive team needed for one day to install the 12 anodes cost \$8,350

Installation of 12"inch dia. gate valve on the filtrate line to the water storage tank located at 524 Northwest road beside the plant. The job is to use (Public Works Equipment and Labour) and designated potable water dive team will be needed for one day to plug and monitor the line inside the storage tank while the 12"dia.gate valve is being installed Cost \$3,700.

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	650
	<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.

21.2#05-2-44-3300 Fire Flow Testing

To be completed every four years, to be carried out in 2021/22. Budget based on estimated costing from vendor.

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 \$185,500. The sewer charge is budgeted at 2020/21 rates. (AAN 04647114).

23. #05-2-51-0000 Administration and General

A portion of the current level of Town Office administration and finance staff salaries are charged out to the Water Utility based on the estimated staff time spent on the Water Utility.

A portion of Town Council honorariums is charged to the Water Utility based on the estimated time Council spends on Water Utility issues.

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
Asset Management Training TE	5,000
Various staff training, seminars & conferences, as required	12,400
Professional Membership Allocations	<u>1,600</u>
	<u>\$20,000</u>

#05-2-53-1201 Council Training & Conferences

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

Total budget \$15,000

N.B. - \$11,300 will be allocated to the Electric and Water Utility budgets, approximately 75%.

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 Assistant Municipal Clerk’s salary for communications.

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 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 projected depreciation reserve as at March 31, 2021 is \$1,484,000.

30. #05-2-70-0200 Property Taxes

The assessment on the Town distribution system has remained the same at \$1,294,800. 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)	10 of 20	\$40,750	\$17,635	\$58,385	\$407,500

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).

34. The projected balance in the Water Utility Capital Reserve, not including the depreciation reserve, at March 31, 2021 is as follows:

Future Land Purchases	\$0
WTP Membrane Replacement	310,000
Future Capital	<u>435,295</u>
	<u>\$745,300</u>

ELECTRIC UTILITY OPERATING BUDGET							
	ACCOUNT #		DESCRIPTION	2021/22 BUDGET	2020/21 BUDGET	2020/21 PROJECTIONS	2019/20 ACTUALS
			<b>REVENUE</b>				
			<b>OPERATING REVENUE</b>				
75,200	07-1-51-1000	2	DOMESTIC SERVICE	\$ 2,859,100	\$ 2,783,900	\$ 2,748,300	\$ 2,673,127
(18,600)	07-1-51-2000	3	GENERAL SERVICE - SMALL	167,400	186,000	161,000	160,101
(98,600)	07-1-51-2500	3	GENERAL SERVICE - DEMAND	2,167,400	2,266,000	2,074,100	2,180,024
(41,400)	07-1-51-3000	4	GENERAL SERVICE (IND)	1,298,600	1,340,000	1,243,900	1,333,459
-	07-1-51-4000	5	STREET LIGHTING	128,000	128,000	125,800	124,664
-	07-1-51-5000		MISC. ELECTRIC LIGHT	7,000	7,000	6,500	10,489
6,000	07-1-51-6000	6	LATE PAYMENT INTEREST	25,000	19,000	25,500	37,628
-	07-1-51-7000	7	POLE ATTACHMENT FEES	27,600	27,600	27,600	27,620
-	07-1-51-8000	8	69 KV LINE LEASE	54,000	54,000	53,100	53,112
			TOTAL OPERATING REVENUE	6,734,100	6,811,500	6,465,800	6,600,224
			<b>NON-OPERATING REVENUE</b>				
-	07-1-51-9000		EXPIRED LINE EXTENSION DEPOSITS	-	-	-	1,511
5,000	07-1-52-1000	9	SALE OF SERVICE - PERMITS	20,000	15,000	18,000	17,260
-	07-1-52-1010	9	SALE OF SERVICE - JOBBING & CONTRACT	5,000	5,000	1,000	4,461
(4,000)	07-1-52-3000		INTEREST REVENUE	5,000	9,000	3,000	12,218
			TOTAL NON-OPERATING REVENUE	30,000	29,000	22,000	35,450
			<b>TOTAL REVENUE</b>	\$ 6,764,100	\$ 6,840,500	\$ 6,487,800	\$ 6,635,674
			<b>EXPENDITURES</b>				
			<b>POWER PURCHASES</b>				
(103,600)	07-2-61-1000	10	POWER COST - NSPI	\$ 5,248,700	\$ 5,352,300	\$ 5,136,400	\$ 5,212,593
			<b>SUBSTATIONS</b>				
			<b>SUBSTATIONS (3)</b>				
500	07-2-62-1100	11	LABOUR-UTILITY	23,800	23,300	23,300	22,230
-	07-2-62-1200	12	REPAIRS & MAINTENANCE	20,000	20,000	8,000	5,546
(10,000)	07-2-62-1300	13	TRANSFORMER TESTING	15,000	25,000	12,500	-
400	07-2-62-1500		SUBSTATION INSURANCE	10,500	10,100	9,500	10,139
				69,300	78,400	53,300	37,915
			<b>OPERATION &amp; MAINTENANCE</b>				
			<b>SUPERINTENDENCE</b>				
2,100	07-2-63-1100	11	MANAGER/PORION OF SUPER. SALARY	109,500	107,400	107,400	102,748
-	07-2-63-1200	14	TELEPHONE/ CELLULAR/ INTERNET	5,000	5,000	3,700	3,609
-	07-2-63-1400		RADIO REPAIRS/LICENSE	200	200	200	180
			<b>OVERHEAD</b>				
1,400	07-2-63-2100	11	LABOUR - UTILITY	69,700	68,300	68,300	94,221
-	07-2-63-2200		SUPPLIES	5,500	5,500	3,000	5,393
-	07-2-63-2310	15	VEGETATION MGMT-CONTRACTOR	100,000	100,000	80,000	33,850
-	07-2-63-2600		CONTRACTED REPAIRS/FLAGMEN	5,000	5,000	500	-
			<b>POLES &amp; FIXTURES</b>				
200	07-2-63-3100	11	LABOUR - UTILITY	11,000	10,800	10,800	14,721
-	07-2-63-3200		SUPPLIES	3,000	3,000	500	3,823
			<b>SERVICES</b>				
500	07-2-63-4100	11	LABOUR - UTILITY	25,800	25,300	25,300	36,716
-	07-2-63-4200		SUPPLIES	6,000	6,000	1,000	7,180
			<b>STREETS &amp; HIGHWAY LIGHTING</b>				
500	07-2-63-5100	11	LABOUR - UTILITY	23,200	22,700	22,700	22,692
-	07-2-63-5200		SUPPLIES	1,000	1,000	500	202
			<b>MAINTENANCE OF BUILDING</b>				
(2,000)	07-2-63-6200		FUEL	4,000	6,000	2,000	2,898
(1,200)	07-2-63-6300		ELECTRIC	1,000	2,200	1,000	870
-	07-2-63-6310		WATER	500	500	500	417
-	07-2-63-6320		SEWER	700	700	700	525
-	07-2-63-6400	16	REPAIRS & MAINTENANCE	5,000	5,000	2,500	2,407
-	07-2-63-6600	17	RENTAL - VICTORIA ROAD BUILDING	5,000	5,000	5,000	5,000
			<b>CUSTOMER PREMISES EXPENSES</b>				
5,000	07-2-63-7100		ELECTRICAL INSPECTIONS	20,000	15,000	22,000	18,974
				401,100	394,600	357,600	356,426
			<b>TRANSFORMERS</b>				
			<b>SETTING AND REMOVING</b>				
100	07-2-64-1100	11	LABOUR - UTILITY	2,700	2,600	2,600	2,481
-	07-2-64-1200		SUPPLIES	500	500	100	-
			<b>MAINTENANCE OF TRANSFORMERS</b>				
100	07-2-64-2100	18	LABOUR - UTILITY	3,200	3,100	3,100	3,062
-	07-2-64-2150	18	CONTRACTED REPAIRS	40,000	40,000	5,000	50,053
-	07-2-64-2200	18	SUPPLIES	2,500	2,500	1,000	100
				48,900	48,700	11,800	55,696

ELECTRIC UTILITY OPERATING BUDGET							
	ACCOUNT #		DESCRIPTION	2021/22 BUDGET	2020/21 BUDGET	2020/21 PROJECTIONS	2019/20 ACTUALS
-			<b><u>METERS</u></b>				
-			<b><u>SETTING AND REMOVING METER</u></b>				
100	07-2-65-1100	11	LABOUR - UTILITY	6,800	6,700	6,700	6,351
-			<b><u>TESTING METERS (EXPENSES)</u></b>				
200	07-2-65-2100	11	LABOUR - UTILITY	10,600	10,400	10,400	9,924
-			<b><u>MAINTENANCE OF METERS</u></b>				
-	07-2-65-4200		SUPPLIES	1,000	1,000	500	230
				<b>18,400</b>	<b>18,100</b>	<b>17,600</b>	<b>16,505</b>
-			<b><u>GENERAL OVERHEAD</u></b>				
-			<b><u>SUPERVISION</u></b>				
50	07-2-66-1100	20	PORTION FD SALARY	5,900	5,850	5,850	5,660
-			<b><u>CONTRACTS</u></b>				
(100)	07-2-66-2100	20	PORTION OF TOWN OFFICE SALARIES	18,500	18,600	18,600	18,294
				<b>24,400</b>	<b>24,450</b>	<b>24,450</b>	<b>23,954</b>
-			<b><u>ACCOUNTING</u></b>				
-			<b><u>ACCOUNTING SUPERVISION</u></b>				
-	07-2-67-1100	20	PORTION FD SALARY	7,600	7,600	7,600	7,580
-			<b><u>REVENUE ACCOUNTING</u></b>				
1,500	07-2-67-2100	20	PORTION OF TOWN OFFICE SALARIES	59,400	57,900	57,900	57,817
-			<b><u>PLANT ACCOUNTING</u></b>				
2,800	07-2-67-3100	20	PORTION OF TOWN OFFICE SALARIES	43,200	40,400	40,400	34,971
-			<b><u>BILLING</u></b>				
(1,700)	07-2-67-4100	20	PORTION OF TOWN OFFICE SALARIES	47,800	49,500	49,500	42,855
-	07-2-67-4200		SUPPLIES	8,000	8,000	8,000	7,395
-			<b><u>AUDITING</u></b>				
-	07-2-67-5100		AUDIT FEES	6,500	6,500	6,000	6,500
-			<b><u>COLLECTING</u></b>				
1,000	07-2-67-6050	21	ELECTRONIC BANKING SERVICES	4,000	3,000	3,800	3,463
(200)	07-2-67-6100	20	PORTION OF TOWN OFFICE SALARIES	14,600	14,800	14,800	13,763
-	07-2-67-6200		POSTAGE	13,500	13,500	13,500	12,387
-	07-2-67-6300		COLLECTION COSTS (SMALL CLAIM FEES)	1,000	1,000	-	-
-			<b><u>METER READING</u></b>				
600	07-2-67-7100	11	LABOUR - UTILITY	31,800	31,200	31,200	31,047
				<b>237,400</b>	<b>233,400</b>	<b>232,700</b>	<b>217,778</b>
-			<b><u>GENERAL</u></b>				
-			<b><u>SUPERVISION</u></b>				
450	07-2-68-1100	22	PORTION CLERK & DEPUTY'S SALARIES	77,000	76,550	76,550	73,379
(2,100)	07-2-68-1200	23	COUNCIL HONORARIUMS	48,200	50,300	50,300	43,185
-	07-2-68-1300		MEETING PAY	-	-	-	973
(2,300)	07-2-68-1400	24	COUNCIL CONVENTIONS/TRAINING	5,700	8,000	6,500	2,536
-			<b><u>PROFESSIONAL SERVICES</u></b>				
-	07-2-68-2100	25	ENGINEERING	20,000	20,000	2,500	-
-	07-2-68-2200		LEGAL FEES	20,000	20,000	10,000	10,927
200	07-2-68-2210	25.1	COMMUNICATIONS	5,200	5,000	5,000	5,054
-	07-2-68-2300		PAYROLL ADMINISTRATION	1,500	1,500	1,500	1,500
-			<b><u>ADVERTISING</u></b>				
-	07-2-68-3100	26	POWER INTERRUPTIONS & PROMOTIONS	5,000	5,000	2,500	1,098
-			<b><u>UNCOLLECTIBLE BILLS</u></b>				
-	07-2-68-4100	27	PROVISION - UNCOLLECTIBLE ACCTS.	15,000	15,000	15,000	17,316
-			<b><u>RENTALS, LIGHTS, ETC.</u></b>				
-	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	16,648
-	07-2-68-5300		POSTAGE	13,500	13,500	13,500	12,407
15,000	07-2-68-5600	28	MAINT & CONTRACT - COMPUTER	35,000	20,000	25,000	18,678
-	07-2-68-5700		LEASE - POSTAGE METER	1,500	1,500	1,500	1,619
-	07-2-68-5800		SERVICE CHARGES - PHOTOCOPIER	4,000	4,000	3,000	3,051
-			<b><u>GENERAL INSURANCE</u></b>				
300	07-2-68-6600	29	INSURANCE	11,300	11,000	10,300	12,177
-			DEDUCTIBLE/CLAIMS	-	-	5,800	-
-			<b><u>EMPLOYEE WELFARE</u></b>				
600	07-2-68-9200	30	EMPLOYMENT BENEFITS	52,100	51,500	51,500	67,278
500	07-2-68-9300		CLOTHING/SAFETY	1,000	500	600	-
-	07-2-68-9400		OTHER EMPLOYEE BENEFITS	1,000	1,000	1,000	644
-	07-2-68-9450		MEETING - TRAVEL/EXPENSE	1,500	1,500	500	696
-	07-2-68-9500	31	TRAINING AND MEMBERSHIPS	10,000	10,000	4,000	7,498
-	07-2-68-9600		MEETING SUPPLIES	3,000	3,000	1,500	2,717
				<b>356,700</b>	<b>344,050</b>	<b>313,250</b>	<b>309,581</b>

ELECTRIC UTILITY OPERATING BUDGET							
	ACCOUNT #		DESCRIPTION	2021/22 BUDGET	2020/21 BUDGET	2020/21 PROJECTIONS	2019/20 ACTUALS
-			<b><u>OFFICE SUPPLIES/EXPENSES</u></b>				
(1,200)	07-2-69-1100		TELEPHONE - TOWN HALL	2,000	3,200	2,000	1,956
-	07-2-69-1200		FAX MACHINE	700	700	600	562
2,500	07-2-69-1350	33	SMALL CAPITAL - OFFICE EQUIPMENT	15,000	12,500	12,500	14,488
-			<b><u>REGULATORY COMM. EXPENSE</u></b>				
1,000	07-2-69-3100	34	BD. OF PUBLIC UTILITIES	9,000	8,000	8,000	8,702
15,000	07-2-69-3200	35	CONSULTANT FEES	20,000	5,000	500	121
				46,700	29,400	23,600	25,829
			<b>DEPARTMENT TOTAL</b>	<b>\$ 6,451,600</b>	<b>\$ 6,523,400</b>	<b>\$ 6,170,700</b>	<b>\$ 6,256,277</b>
-			<b><u>DEPRECIATION</u></b>				
-	07-2-70-2100	36	DEPRECIATION EXPENSE	184,500	184,500	184,500	199,030
-			<b><u>INTEREST ON CONSUMER DEPOSITS</u></b>				
-	07-2-70-3100		ACCRUED INTEREST EXPENSE	500	500	500	1,210
-			<b><u>INTEREST ON LONG-TERM DEBT</u></b>				
(4,600)	07-2-70-4100	37	BORROWING INTEREST	27,500	32,100	32,100	34,674
-			<b><u>DEBT REPAYMENT</u></b>				
-	07-2-70-5100	37	LONG-TERM DEBT PRINCIPAL	100,000	100,000	100,000	100,000
			<b>DEPARTMENT TOTAL</b>	<b>\$ 312,500</b>	<b>\$ 317,100</b>	<b>\$ 317,100</b>	<b>\$ 334,914</b>
-			<b><u>TRANSFERS TO OTHER FUNDS</u></b>				
-	07-2-80-1000		<b><u>CAPITAL RESERVES</u></b>				
-	07-2-80-1200	38	TRF. TO (FROM) CAPITAL RESERVE	-	-	-	44,000
-			<b>DEPARTMENT TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 44,000</b>
-			<b><u>SURPLUS (DEFICIT)</u></b>				
-	07-2-90-0100			\$ -	\$ -	\$ -	\$ -
-			SECTION TOTAL				
			<b>TOTAL EXPENDITURES</b>	<b>\$ 6,764,100</b>	<b>\$ 6,840,500</b>	<b>\$ 6,487,800</b>	<b>\$ 6,635,191</b>
			<b>Budget Change</b>	<b>\$ 76,400</b>			
				<b>1.1%</b>			

**NOTES TO ELECTRIC UTILITY BUDGET**

- Effective January 1, 2021 the Utility’s kWh consumption rate for power purchases is \$0.09171. The Utility’s current peak ratchet monthly demand cost for kVa is \$111,101. 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).

	2021/22 Budget	2020/21 Budget	2019/20 Actual	2018/19 Actual
Purchases (kWh)	42,170,740	44,621,219	44,109,534	44,377,687
Sales (kWh)	40,483,910	42,905,018	42,649,017	41,647,212
Purchases as % Sales	104%	104%	103%	107%
Billed Demand (kVa) monthly	9,163	9,842	9,842	9,338
Annual Demand Cost	\$1,333,217	\$1,432,008	\$1,426,919	\$1,372,853
Substation credit				
Monthly	\$2,932	\$3,149	\$3,149	\$2,988
Annually	\$35,184	\$37,788	\$37,788	\$35,857

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
February 21, 2020	8:15 am	9,632
February 2021		9,163

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. There are 7 customers billed under the Self Generation Offset (SGO) 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 180 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 2020.

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.

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.

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

**All salaries and wages for all departments have been adjusted in fiscal 2021/22 by 0.3%, NS-CPI for 2020. This increase will be effective November 1, 2021. In fiscal 2020/21 the staff wage 1.6% NS-CPI adjustment was removed due to the fiscal constraints of the COVID-19 pandemic.**

Salaries for all Corporate Services Administration and Finance Staff are shared with other departments based on actual time spent working for them. These allocations are reviewed annually to ensure their continued relevance and accuracy. Allocations include General Government Services, Planning & Heritage, Parking Meters, Community Centre, Water and Electric Utilities.

21. #07-2-67-6050 Electronic Banking Services

This cost is for a portion of the lease of two debit machines 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

Salaries for all Corporate Services Administration and Finance Staff are shared with other departments based on actual time spent working for them. These allocations are reviewed annually to ensure their continued relevance and accuracy. Allocations include General Government Services, Planning & Heritage, Parking Meters, Community Centre, Water and Electric Utilities.

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

Conferences, training and professional development for the Mayor and Councillors.  
Total budget \$15,000  
N.B. - \$11,300 will be allocated to the Electric and Water Utility budgets, approximately 75%.

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.

28. #07-2-68-5600 Maintenance/License - Computers/Printers

Includes maintenance and licensing of computers as follows:

PC's and Network Server	\$27,000
Accounting Software License	<u>8,000</u>
	<u>\$35,000</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.

For fiscal 21-22 the Town plans to enter into a Joint Service agreement with Chester for IT services. This will provide more IT resources to the Town with a Municipal Government focus. Other departments pay the Electric Utility for a portion of the annual IT costs.

29. #07-2-68-6600 General & Liability Insurance

Insurance costs are budgeted at estimated rates for the upcoming year.

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	\$7,000
CPA, NSBS Fees	<u>3,000</u>
	<u>\$10,000</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).

34. #07-2-69-3100 Board of Public Utilities

Budgeted at 2019/20 actual.

35. #07-2-69-3200 Consultant Fees

This is for work by consultants in regard to general Electric Utility consulting. This budget also includes an amount for a rate study.

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 required re-financing in fiscal 21-22 for the remaining five years.

Payment	Beg. Balance	Principal	Interest	End Balance
15 of 20	\$1,000,000	\$100,000	\$27,540	\$500,000

38. #07-2-80-1200 Reserve for Future Capital Expenditures

Capital Reserve Fund – March 31, 2021 Estimated	
Substation Upgrades	\$60,285
Recloser Replacement	1,610
Transformer Testing	6,440
Surplus equipment proceeds	136,810
Depreciation funds reserve*	595,640
<b>Total Capital Reserve Fund</b>	<b>\$800,785</b>

\* Depreciation funds are used to fund current capital expenditures as per NSURB Regulations.

2021/22 budgeted at \$0, if there is surplus funds at year end a reserve transfer may be considered.

TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - WATER UTILITY											
DESCRIPTION	Priority	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31
		<b>LAND PURCHASE</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>GENERAL</b>											
New Services		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Replacement Hydrants		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Replacement Meters		\$43,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
		\$63,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
<b>DISTRIBUTION MAINS</b>											
Water and Wastewater System Survey & GIS Development (includes all underground infrastructure)		\$62,500									
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					
		\$62,500	\$305,000	\$400,000	\$180,000	\$330,000	\$630,000	\$480,000	\$420,000	\$0	\$0
<b>BUILDING IMPROVEMENTS</b>											
Chlorinator		\$10,000	\$60,000								
Dam Safety Inspection								\$12,000			
Design of Dam and downstream channel rehabilitation		\$30,000									
Repair Spillway Dares Lake		\$275,000									
Replacement of Raw Water Inlet to Pumphouse		\$15,000									
Raw Water Pumphouse Waterproof Foundation			\$10,000								
Electric Net Metering Assessment		\$5,000									
Armouries - Interior Renovations		\$10,000									
Armouries - Yard Improvements		\$7,500									
Armouries - New Roof			\$30,000								
		\$352,500	\$100,000	\$0	\$0	\$0	\$0	\$12,000	\$0	\$0	\$0
<b>FURNITURE AND EQUIPMENT</b>											
Chlorine Detectors			\$6,000								
Membrane Replacement		\$155,000	\$155,000								
Spare Raw Water Supply Pump		\$9,500									
Spare Siemens Free Chlorine on Line Probe		\$3,100									
Spare HACH on Line Turbidimeter with Controller		\$6,000									
Spare Gas Chlorinator Maintenance Kits and Spare Parts		\$6,000									
Replacement of Industrial hot water heater for mixing up Corrosion Inhibitor		\$5,000									
One Spare Effluent Pump		\$5,400									
Pneumatic Cleaning System on Intake Screen			\$35,000								
		\$190,000	\$196,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>**TOTALS**</b>		\$668,000	\$631,000	\$430,000	\$210,000	\$360,000	\$660,000	\$522,000	\$450,000	\$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 new installations are 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. The budget amount has been increased this year to allow for purchases for the upgrade of commercial water meters.

### Building/Infrastructure Improvements

#### Water and Waste Water System Survey and 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. The GIS records are the basis for Asset Management Planning to allow proactive maintenance, including a Master Plan for Water and Wastewater/Stormwater. FCM Funding has been received for this project which will span both fiscal 20-21 and 21-22.

#### 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. This project was approved for fiscal 2020-21 however PW work load did not allow for it to be carried out. The revised plan is to complete engineering work package in 21-22 and execute in 22-23. Lower priority, low risk as is.

#### Replacement of Raw Water Inlet to Pumphouse

The raw water inlet to the Pumphouse shows significant corrosion on the outside of the pipe and erosion is expected on the inside. Pipe exposure (digging up) and metal thickness testing must be completed to determine the extent of the damage and then replace as necessary.

#### Dam and Spillway

##### Design of Dam and downstream channel rehabilitation

\$30,000 was approved in fiscal 20-21. The pre-work was completed but not the Detailed Design work. On hold now awaiting response from NSE regarding a request to define any regulatory constraints so that any requirements can be incorporated in the new design.

Repairs to Dam and Spillway - \$250,000

Plus Construction Administration - \$25,000

Engineered design of Dam and spillway and construction to be completed in 2021-22.

#### **Project timeline:**

<b>Time Frame</b>	<b>Activity</b>	<b>Status</b>
June to July 2020	Consult with NSE to confirm requirements for future water withdrawal permit, construction permit, and flora and fauna assessments	Awaiting response
January to March 2021	Modelling and document preparation for water withdrawal permit	Ongoing
March to May 2021	Detailed design for spillway, dam, downstream channel, site grading at pumphouse, tender documentation preparation with Class A estimate. June to July 2021 – Issue for tender, review submissions, make recommendation	
July 2021	Award construction project, execute contract with contractor	
August to December 2021	site preparation, contract mobilization, materials stockpile, complete in channel works, complete dam	

	works, downstream channel improvements	
June to December 2021	complete water withdrawal documentation, consolidate, submit application, obtain permit	
January 2022	Town receives dam, operates and monitors	

**Electric Net Metering Assessment**

At the January 26, 2021 Council meeting a motion was approved to include \$5,000 in the 2021/22 draft budget for net metering less than 100KW analyses solar project at the Water treatment plant and for staff to apply for funding through FCM for a green energy feasibility study for the less than 100KW net metering analysis.

**Armouries - Interior Renovations**

Renovations required for long-ignored repairs to the office area bathroom, two superintendents offices and foyer floor, etc.

**Armouries - Yard Improvements**

Improvements required to make yard more effective and organized by adding storage shed space, outdoor storage racks for barricades and signs as well as parking on Cumberland St side.

**Furniture and Equipment**

**Membrane Replacement**

This item was intended to be for the four (4) skids in the WTP, replace two (2) in one year and the other two (2) in the next. The textbook anticipated life span of these units are about 10 years and they have been in service for 10-11 years now. However, our assessment of the skids membrane condition is that they are still in quite good shape and we do not anticipate replacement in the immediate future. However, they will have to be replaced maybe after 15 years??... we will see deterioration in the IT testing as an indication of the membrane failing (but we haven't seen that yet). Apparently if deterioration occurs it may occur rather fast and we will have to react to replace accordingly. Therefore we have put the money in our budget for a contingency to replace IF needed.

**Spare Raw Water Supply Pump**

Critical raw water supply pump in case a pump is out of service for an extended period of time.

Plant spare required as identified by operator:

- Spare Siemens Free Chlorine on Line Probe
- Spare HACH on Line Turbidimeter with Controller
- Spare Gas Chlorinator Maintenance Kits and Spare Parts
- Replacement of Industrial hot water heater for mixing up Corrosion Inhibitor
- One Spare Effluent Pump

***Future Capital***

All Distribution Mains have been moved out by 1 year. Detailed plan to be developed and documented in 2021.

**Building/Infrastructure Improvements**

**Raw Water Pumphouse Waterproof Foundation**

This project is to stop water ingress into the RW Pumphouse. Water ingress historically corrodes steel structure and damages the floor.

This is planned to be executed in 22-23 after we address the RW inlet line damage.

<b>TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - ELECTRIC UTILITY</b>									
<b>DESCRIPTION</b>	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
<b>UTILITY LINE WORK</b>									
Meters	\$10,000								
Overhead Conductors	\$187,500	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000
Poles & Fixtures	\$75,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Services	\$37,500	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Transformers - Line	\$105,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
Street Lighting	\$30,000								
LED Street Lighting Assessment	\$15,000								
Distribution system review	\$50,000								
	\$510,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000
<b>BUILDING &amp; STRUCTURES</b>									
Solar Assessment Study	\$16,800								
Substation Recloser	\$47,000								
	\$63,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>FURNITURE AND EQUIPMENT</b>									
Phone System				\$14,000					
	\$0	\$0	\$0	\$14,000	\$0	\$0	\$0	\$0	\$0
<b>**TOTALS**</b>	\$573,800	\$270,000	\$270,000	\$284,000	\$270,000	\$270,000	\$270,000	\$270,000	\$270,000

## **ELECTRIC UTILITY CAPITAL BUDGET DESCRIPTIONS**

### **Utility Line Work**

#### **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 2021/22 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).

#### **Transformers – Line/Installation**

The Utility continually monitors the inventory of transformers on hand, as delivery requires months of lead time.

#### **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. Which is why staff have included a budget for a LED Street Light Assessment. Staff are proposing that a lighting consultant review the entire Town's Street Lighting on a comprehensive level.

#### **Distribution System Review**

A full distribution system review by an outside consultant to plan for future capital improvements.

### **Building & Structures**

#### **Solar Assessment Study**

Per Council motion from January 26, 2021 include \$16,800 in the 2021/2022 draft budget for a Green Energy feasibility study on the land behind the Waste Water Treatment Plant as per the staff report.

#### **Substation Recloser**

A recloser is an automatic, high-voltage electric switch. Like a circuit breaker on household electric lines, it shuts off electric power when trouble occurs, such as a short circuit. NSPI inspects the Town's substation reclosers as part of an annual maintenance cycle. Regular maintenance of the substation reclosers is a key component of NSPI's ability to work on the electrical system under live conditions. The Town has five reclosers at the substation. Budget has been included for replacement of one unit should we have a failure during regular maintenance testing.

Capital Funding 2021/22						
WATER UTILITY						
	Project	Budget Cost	Funding	Source		
<b>General</b>						
05-2-94-4600	New Services	\$10,000	\$10,000	Depreciation Funds		
05-2-94-4700	Replacement Hydrants	\$10,000	\$10,000	Depreciation Funds		
05-2-94-4800	Replacement Meters	\$43,000	\$43,000	Depreciation Funds		
<b>Distribution Mains</b>						
<i>This project will span fiscal 20-21 and 21-22</i>						
05-2-94-2901	Water and Wastewater System Survey & GIS Development (includes all underground infrastructure)	\$62,500	\$62,500	FCM Grant \$50K, depreciation funds \$12.5K		
<b>Building Improvements &amp; Construction</b>						
	Chlorinator	\$10,000	\$10,000	Depreciation Funds		
	Design of Dam and downstream channel rehabilitation	\$30,000	\$30,000	Depreciation Funds		
	Repair Spillway Dares Lake	\$275,000	\$275,000	Depreciation Funds		
	Replacement of Raw Water Inlet to Pumphouse	\$15,000	\$15,000	Depreciation Funds		
	Electric Net Metering Assessment	\$5,000	\$5,000	Depreciation Funds		
	Armouries - Interior Renovations	\$10,000	\$10,000	Depreciation Funds		
	Armouries - Yard Improvements	\$7,500	\$7,500	Depreciation Funds		
<b>Furniture and Equipment</b>						
	Membrane Replacement	\$155,000	\$155,000	Membrane Reserve		
	Spare Raw Water Supply Pump	\$9,500	\$9,500	Depreciation Funds		
	Spare Siemens Free Chlorine on Line Probe	\$3,100	\$3,100	Depreciation Funds		
	Spare HACH on Line Turbidimeter with Controller	\$6,000	\$6,000	Depreciation Funds		
	Spare Gas Chlorinator Maintenance Kits and Spare Parts	\$6,000	\$6,000	Depreciation Funds		
	Replacement of Industrial hot water heater for mixing up Corrosion Inhibitor	\$5,000	\$5,000	Depreciation Funds		
	One Spare Effluent Pump	\$5,400	\$5,400	Depreciation Funds		
		\$668,000	\$668,000			
<b>Water Utility Capital Funding Summary</b>						
	FCM Grant	\$50,000				
	Membrane Reserve	\$155,000				
05-2-93-1000	Depreciation Funds	\$463,000				
		\$668,000				

Capital Funding 2021/22						
ELECTRIC UTILITY						
	Project	Budget Cost	Funding	Source		
<b>UTILITY LINE WORK</b>						
07-2-75-1680	Meters	\$10,000	\$10,000	Depreciation Funds		
07-2-75-1630	Overhead Conductors	\$187,500	\$187,500	Depreciation Funds		
07-2-75-1640	Poles & Fixtures	\$75,000	\$75,000	Depreciation Funds		
07-2-75-1670	Services	\$37,500	\$37,500	Depreciation Funds		
07-2-75-1660	Transformers - Line	\$105,000	\$105,000	Depreciation Funds		
07-2-75-1650	Street Lighting	\$30,000	\$30,000	Depreciation Funds		
	LED Street Lighting Assessment	\$15,000	\$15,000	Depreciation Funds		
	Distribution system review	\$50,000	\$50,000	Depreciation Funds		
		\$510,000	\$510,000			
<b>BUILDING &amp; STRUCTURES</b>						
	Solar Assessment Study	\$16,800	\$16,800	Grant or Depreciation Funds		
	Substation Recloser	\$47,000	\$47,000	Depreciation Funds		
		\$63,800	\$63,800			
	TOTAL	\$573,800	\$573,800			
<b>Electric Utility Capital Funding Summary</b>						
	Depreciation Funds	\$573,800				

**TOWN OF LUNENBURG PROCEDURAL POLICY #94  
PROVINCIAL VOLUNTEER RECOGNITION AND  
REPRESENTATIVE VOLUNTEER SELECTION PROCESS**

---

**PURPOSE**

1. Enactment of the Policy is intended to demonstrate gratitude and appreciation for the people who help others and contribute to an improved quality of life for all, by giving freely of their time and talent as volunteers. This Policy sets out the roles and responsibilities for the Town of Lunenburg (Town) Staff and Town Council (Council) for soliciting nominations of volunteers to be specially recognized and for hosting a reception in honour of volunteers. This Policy also lays out the process for selection of the Town's Representative Volunteer at the Provincial Awards ceremony. This policy will set the process for nomination and the criteria to be used for the selection of the Town's representative.

**PROCEDURE**

2. The following procedure will be used for the selection process:

- a. January:

- 1) Staff will post an advertisement to request volunteer nominees.

Advertisements will include the Town's website, Facebook page, Winter Recreation Guide, and directly to organizations within Lunenburg. A deadline will be set corresponding with the provincial nomination deadline.

- 2) A person making the nomination must fill out the attached Town of Lunenburg Volunteer Recognition Nomination Form. The Form may be updated by Town staff as required from time to time. All those nominated will be recognized at a civic reception held in April.
- 3) The Province of Nova Scotia annually provides a Representative Volunteer Award for each municipal unit. Note: A Provincial Community Representative Volunteer may be an individual (adult or youth), a group of volunteers, or a partner/couple volunteering together.

In addition, the Province offers one Youth Volunteer Award and one Family Volunteer Award each year, selected by an appointed committee from all nominations received. Nominations of worthy Lunenburg candidates for these awards are also encouraged. This process is dictated by the Province and not covered in this policy.

- b. February:

- ~~1) The Recreation Committee will choose a Representative Volunteer from the submitted nominees at the first Committee meeting of the~~

~~month. (Note: Province's deadline to submit a nomination is typically third or fourth week of February.)~~

- 1) The Province's deadline to submit a nomination is typically the third or fourth week of February.
- 2) The Representative Volunteer will be chosen from the submitted nominees. The Recreation Director and two additional Town staff will score the volunteer nominees using the selection criteria. The selected nominee will be recommended to Council for approval at the first meeting in February.

The criteria used to help guide the selection of the Town's Representative Volunteer Recipient shall be as follows with the applicable weighting as indicated:

- ~~a.~~• Years of service = 15%
- ~~b.~~• Number and diversity of organizations served = 10%
- ~~c.~~• Leadership & Commitment demonstrated = 25%
- ~~e.~~• Ability to inspire, motivate, achieve results, create change = 25%
- ~~f.~~• Exceptional qualities noted? = 25%

An accumulated list of nominated volunteers from previous years will be made available for reference during the process. The names of all those nominated each year will be recorded.

~~The list of Representative Volunteers from previous years will be shared with Committee members to help in making the selection. The names of all those nominated each year will be recorded and also be made available for reference in this process.~~

- 3) Recreation Director will notify the chosen recipient and collect additional information (if required). Recreation Director to submit Town's nominee to the province.

~~Recreation Director to submit Town's nominee to the province.~~

- ~~2) 4) Recreation Director to order tickets to the Provincial Volunteer Awards Ceremony for the Mayor and Recreation Director.~~
- ~~3) 5) Recreation Director to organize a civic reception to demonstrate appreciation of all volunteers and to formally recognize all those nominated.~~

c. April:

- 1) Mayor, Recreation Director and Town Volunteer Representative(s) to attend the Provincial Volunteer Awards Ceremony in Halifax.

- 2) Town to host a civic reception for the Town of Lunenburg during (or close to) National Volunteer Week. All organizations are invited to send representatives to this function.

Staff to have the Town Volunteer Award plaque engraved with the Provincial Volunteer Award Winner's name(s).

Encl. (1) Volunteer Nomination Form

Clerk's Annotation For Official Policy Book

Date of Notice to Council Members of Intent to Consider  
(7 days minimum): February 26, 2019

Date of Passage of Current Policy: August 27, 2019

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

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Date

---

Document No:  
Meeting: Council Apr 27/21  
Circulate Council  
File:

---

## **MEMORANDUM**

**TO: TOWN COUNCIL**

**FROM: KELLY CUNNINGHAM, RECREATION DIRECTOR**

**DATE: APRIL 20, 2021**

**RE: PRE-APPROVAL 21/22 CAPITAL PURCHASE: FLOOR SCRUBBER**

---

### **1. FACTS**

The purchase of a floor scrubber replacement is in the draft Recreation Capital Budget for 2021/22 in the amount of \$7,500. The Department's current floor scrubber is no longer in working order and the second older machine, previously owned by the Fire Department, which staff tried to use also no longer works. Both machines have been repaired many times and cannot be repaired further.

A floor scrubber is an essential piece of equipment for the Recreation Department. It is used weekly by staff to clean the Community Centre auditorium floor, lobby and hallway. It is also used at the Arena for the main lobby and dressing rooms.

### **2. ISSUES AND OPTIONS ANALYSIS**

It is essential for the auditorium floor to be cleaned weekly or more, especially on Thursdays after the Lunenburg Farmers' Market when there is a high volume of traffic walking with outdoor footwear. The cleanliness of the floor is important for our fitness programs and sporting rentals, for safety and hygienic reasons. Staff are currently using a mop and bucket or, when able to, borrow the Fire Department's new floor scrubber to clean the floor. Staff have also been trying to source a rental machine.

Option 1: Pre-approve the capital purchase of a floor scrubber in the amount of \$7,500.

Option 2: Not pre-approve the purchase and have staff look at further options to rent a machine until the 2021/22 budget is passed.

### **3. FINANCIAL IMPACT**

As noted above the floor scrubber replacement is included in the draft 21-22 Capital Budget currently being considered by Council. The proposed funding for this \$7,500

expenditure is from the Town's General Capital Reserve which has a projected March 31, 2021 year end balance of \$467,000.

**4. STRATEGIC PLAN RELEVANCE**

This is an existing service and maintenance requirements. To support the services in our community and to provide appropriate tools for cleaning services for our facilities that are especially important during COVID-19.

**5. RECOMMENDATION AND DRAFT MOTION**

*Draft Motion:* moved and seconded to pre-approve the 21-22 capital purchase of a floor scrubber for the Recreation Department in the amount of \$7,500 with the funding for same from the Town's General Capital Reserve.

Acknowledged only by:

Bea Renton  
CAO

**Kelly Jardine**

---

**From:** Rolfsen Carey [<mailto:gerryrolfsen@gmail.com>]

**Sent:** April 25, 2021 3:29 PM

**To:** Bea Renton <[brenton@explorelunenburg.ca](mailto:brenton@explorelunenburg.ca)>

**Cc:** john benton <[johnbenton@me.com](mailto:johnbenton@me.com)>; Matt Risser <[MRisser@explorelunenburg.ca](mailto:MRisser@explorelunenburg.ca)>; Peter Mosher <[PMosher@explorelunenburg.ca](mailto:PMosher@explorelunenburg.ca)>; Melissa Duggan. <[MDuggan@explorelunenburg.ca](mailto:MDuggan@explorelunenburg.ca)>; ED Halverson <[EHalverson@explorelunenburg.ca](mailto:EHalverson@explorelunenburg.ca)>; Jenni Birtles <[jBirtles@explorelunenburg.ca](mailto:jBirtles@explorelunenburg.ca)>; Susan Sanford <[SSanford@explorelunenburg.ca](mailto:SSanford@explorelunenburg.ca)>; Heather McCallum <[HMcCallum@explorelunenburg.ca](mailto:HMcCallum@explorelunenburg.ca)>; Kelly Jardine <[Kjardine@explorelunenburg.ca](mailto:Kjardine@explorelunenburg.ca)>; Ann Covey <[ACovey@explorelunenburg.ca](mailto:ACovey@explorelunenburg.ca)>; Dennis MacPherson <[DMacPherson@explorelunenburg.ca](mailto:DMacPherson@explorelunenburg.ca)>; Stephen Ernst <[SErnst@explorelunenburg.ca](mailto:SErnst@explorelunenburg.ca)>

**Subject:** Re: Tree Removal Request - Letter to Mayor and Council re 116 York Street (tree) - April 27, 2021 Council meeting request to add to the agenda

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST.

Thank you Bea, for your letter below.

With respect to the neighbours, we have concluded that it is indeed risky to visit with them at this uncertain juncture.

Moreover, we are aware that a majority of the neighbours on this block are tenants, rather than property owners; and include a cemetery, a church and a derelict building, owned by Scott Sherman. Actually, he owns two buildings on this block, and he is in agreement with the tree's removal. I contacted him remotely today. The one neighbour who has spoken with the contractor already, about this tree problem, has advised us that he has no objection to the tree's removal.

Your photo of the tree identifies the subject of these discussions, and it makes the tree look wonderful. Current reality is somewhat more disappointing (photo attached). One can see in my photo how this tree is crowding the private property line.

We hope that Council will look favourably upon our proposed way forward, and I will join the Tuesday meeting via Zoom.

We look forward to a new tree on York St. (The ones I planted at the top of Cumberland St. are now awesome).

Sincerely,

Gerry Rolfsen



On Apr 25, 2021, at 2:06 PM, Bea Renton <[brenton@explorelunenburg.ca](mailto:brenton@explorelunenburg.ca)> wrote:

Thank you Gerry and John for your attached letter of request.

I have discussed this with the Mayor and Council will be asked if they will consider adding it to their April 27, 6 pm Council meeting agenda. I have included Council members and staff in this email so they are aware of the request.

It would be helpful if you could check with neighbours if they have any concerns with the proposed removal of the tree. The Town Tree Policy ordinarily gives the public a fifteen day period in which to appeal to Council the removal of trees. The tree is also marked with a red X so the public is made aware of this. If you are able during these challenging times to safely inquire if neighbours have any concerns about the tree potentially being cut down that would be helpful to know.

I have inserted a picture of what I think is the tree you are referring to. If you have better photos, or this is not the one, please share them with us thanks.

If you wanted to attend the Council meeting, it would be best if you Zoomed in please. The coordinates to Zoom are on our website and Facebook page, or email my colleague Heather who is included in this email please. We have a limited number of people who can attend Council meetings in person and with staff and Council in attendance we are often maxed out. The upcoming Provincial public health notice may have further restrictions regarding in person meetings. If you cannot attend the meeting by Zoom and your request is dealt with by Council, we will notify you following or you are welcome to call me at your convenience (902 527 7604).

Thanks very much! Bea



---

---

Gerald Rolfsen, Designer

Post Office Box 1871 ~ Apt. A, 264 Lincoln Street  
Lunenburg, Nova Scotia – B0J 2C0

Telephone: (902) 634-8093

E-Mail: rolfsencarey@ns.sympatico.ca

---

---

April 23, 2021

Mayor and Council  
Town of Lunenburg

Re: Proposed Duplex Construction at 116 York Street, Lunenburg, NS

The owners of Lot 3, civic address 116 York Street, John and Jenice Benton, have asked me to write to you regarding the hardwood tree identified on the attached survey [immediately adjacent the frontage property line at this address].

Approximately one year ago, I completed the architectural design for a rental duplex on this property. All permits are in place but unfortunately construction has been delayed until now due to my clients' travel restrictions. We are now proceeding with this project.

The foundation contractor has advised us that the excavation will surely place the tree in serious jeopardy however careful he may be. The tree is simply much closer to the private property line than are the other street trees shown on the survey. The proposed duplex is set back only 5'4" from the right of way to align with the neighbouring houses.

Therefore, Mr. Benton proposes the following:

- The private property owner is willing to share the cost of removing this tree from the public realm and will be happy to assist with the purchase of a replacement tree for the right of way.
- We have an arborist available to remove this tree at an attractive cost, and we undertake to meet all requirements for safety, insurance, etc. as indicated by the Town's CAO in a telephone call to me earlier today.

I believe that my client's conclusion is correct that this tree on the public right of way will inevitably have to be removed. I hope that we can address this issue sooner rather than later. We would be grateful if the Council can consider this request at their meeting on April 27, 2021.

Yours truly  
Gerry Rolfsen, Architect (retired)

incl: property survey  
cc: John Benton, Bea Renton



# Schedule CA1

6 Month Term

THIS LEASE made this \_\_\_\_\_ day of \_\_\_\_\_, 2021

BETWEEN:

**TOWN OF LUNENBURG**

(the "Landlord")

AND

**WEST ISLAND COLLEGE INTERNATIONAL  
FOR EDUCATION AND SAIL TRAINING LTD.**

(the "Tenant")

**LUNENBURG ACADEMY LEASE  
97 Kaulbach Street  
Lunenburg, Nova Scotia  
BOJ 2C0**

## Table of Contents

### ARTICLE 1 —DEFINITIONS

- 1.1 Definitions

### ARTICLE 2 — LEASE AND TERM

- 2.1 Lease
- 2.2 Term
- 2.3 Option to Renew
- 2.4 Right to Early Termination

### ARTICLE 3 — PAYMENT OF RENT

- 3.1 Rent
- 3.2 Payment of Rent
- 3.3 No Deposit

### ARTICLE 4 — GROSS RENT

- 4.1 Gross Rent
- 4.2 Damage to Premises
- 4.3 Decision of Architect

### ARTICLE 5 — UTILITIES AND SERVICES

- 5.1 Charges for Utilities and Services
- 5.2 Overloading of Utilities and Services
- 5.3 Interruption of Utilities and Services
- 5.4 Interior Heating

### ARTICLE 6 — QUIET ENJOYMENT

- 6.1 Quiet Enjoyment

### ARTICLE 7 — COMMON AREAS AND FACILITIES

- 7.1 Use of Common Areas and Facilities
- 7.2 Tenant not to Interfere
- 7.3 Interruption and Alteration of Common Areas and Facilities

### ARTICLE 8 — USE OF PREMISES

- 8.1 Use of Premises

### ARTICLE 9 — TENANT'S BEHAVIOUR

- 9.1 Nuisance
- 9.2 Rules and Regulations
- 9.3 Environmental Obligations
- 9.4 Recycling
- 9.5 Signs and Exterior Installations

### ARTICLE 10 — MAINTENANCE, REPAIRS, ALTERATIONS

- 10.1 Tenant's Maintenance and Repair
- 10.2 Alterations by Tenant
- 10.3 Entry
- 10.4 Landlord's Repairs
- 10.5 Notice of Damage

10.6 Damage to Building

ARTICLE 11 - INSURANCE AND LIABILITY

- 11.1 Tenant's Insurance
- 11.2 Compliance with Landlord's Insurance
- 11.3 Indemnity
- 11.4 Landlord's Insurance
- 11.5 Extended Meaning

ARTICLE 12 - TRANSFERS BY TENANT

- 12.1 Consent Required

ARTICLE 13 – DEFAULT

- 13.1 Defaults and Remedies
- 13.2 Interest and Costs
- 13.3 Waiver by Tenant
- 13.4 Enforcement by Landlord
- 13.5 Remedies Cumulative

ARTICLE 14 END OF TERM

- 14.1 Expiration
- 14.2 Removal at End of Term
- 14.3 Surviving Obligations
- 14.4 Overholding

ARTICLE 15 — MISCELLANEOUS

- 15.1 Force Majeure
- 15.2 Entire Agreement
- 15.3 Severability
- 15.4 Captions
- 15.5 Extended Meanings
- 15.6 Notices
- 15.7 No Lease Prior to Execution
- 15.8 Governing Law
- 15.9 Personal Information

SCHEDULE "A", LEGAL DESCRIPTION

SCHEDULE "B", FLOOR PLAN OUTLINING PREMISES

SCHEDULE "C", RULES AND REGULATIONS

**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 Kaulbach 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 reserved 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 outlined or located in Schedule "B" attached hereto identified as Rooms 202, 202a, 202b, 202c, 202d, 202e 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 6 months commencing on the 1st day of January, 2021 and from thenceforth next ensuing and to be fully completed and ended on the 30<sup>th</sup> day of June, 2021.

### **2.3 Option to Renew**

There is no option to renew.

### **2.4 Right to Early Termination**

Upon giving the other party 120 days prior written notice ("notice of termination"), the Tenant shall have the option to terminate the 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 No Deposit**

The Tenant shall not be required to pay a Security Deposit.

## **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 \$4572.00 plus H.S.T. for the 6 month term of the lease, (payable in equal monthly instalments of \$762.00 plus H.S.T. each in advance on the first day of each and every month during the six months of 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 \$24.58 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 \$24.58 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.

### **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 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 administrative office for its private high school and for no other purpose. Business traffic during the term of the Lease shall be limited to courier and mail deliveries and supervised visits from clients. [As the rental reflects

the use only for an administrative office, no student instruction shall be provided at the Premises unless the Lease is amended to authorize same (which will result in increased rent.)]

## **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,
- (ii) pollutant, dangerous substance, potentially dangerous substance, noxious substance,
- (iii) 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

- (iv) "Container" means any equipment, plant, pump, tank, container,
  - (v) 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
  - (vi) "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.
- (a) 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, art supplies 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 Kaulbach 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 Kaulbach Street through or under the Tenant [including, without limiting the foregoing, employees, guests, invitees] with the intent that an act or omission of any of them shall be, by virtue of this clause, treated as if it were the act or omission of the 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.

## **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.

Interior alterations where structural support is not an issue and which requires the written approval of the Landlord, may be approved by the CAO of the Landlord. Approval for all other alterations must be obtained from Lunenburg Town Council.

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 Kaulbach 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 December 1, 2017, 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, 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 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 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 Kaulbach 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 Kaulbach 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).

#### **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 an 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, councillors, 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.

### **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.

### **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, 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) months' notice. Rent shall be payable in advance on the first day of each month equal to the sum of:

- (a) one hundred fifty percent (150%) of the monthly instalment of Gross Rent payable during 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 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: PO Box 10  
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.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the day and year first written above.

TENANT

**WEST ISLAND COLLEGE  
INTERNATIONAL FOR EDUCATION  
AND SAIL TRAINING LTD.**

[affix Corporate Seal]

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
witness

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have the authority to bind the Corporation

LANDLORD

**TOWN OF LUNENBURG**

[affix Municipal Seal]

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
witness

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have the authority to bind the Town

**Schedule "A"**  
**Description of Building**

The building located at 97 Kaulbach 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**



**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 CA2**

One Year Term

THIS LEASE made this \_\_\_\_\_ day of \_\_\_\_\_, 2021

BETWEEN:

**TOWN OF LUNENBURG**

(the "Landlord")

AND

**WEST ISLAND COLLEGE INTERNATIONAL  
FOR EDUCATION AND SAIL TRAINING LTD.**

(the "Tenant")

**LUNENBURG ACADEMY LEASE  
97 Kaulbach Street  
Lunenburg, Nova Scotia  
BOJ 2C0**

## Table of Contents

### ARTICLE 1 —DEFINITIONS

- 1.1 Definitions

### ARTICLE 2 — LEASE AND TERM

- 2.1 Lease
- 2.2 Term
- 2.3 Option to Renew
- 2.4 Right to Early Termination

### ARTICLE 3 — PAYMENT OF RENT

- 3.1 Rent
- 3.2 Payment of Rent
- 3.3 No Deposit

### ARTICLE 4 — GROSS RENT

- 4.1 Gross Rent
- 4.2 Damage to Premises
- 4.3 Decision of Architect

### ARTICLE 5 — UTILITIES AND SERVICES

- 5.1 Charges for Utilities and Services
- 5.2 Overloading of Utilities and Services
- 5.3 Interruption of Utilities and Services
- 5.4 Interior Heating

### ARTICLE 6 — QUIET ENJOYMENT

- 6.1 Quiet Enjoyment

### ARTICLE 7 — COMMON AREAS AND FACILITIES

- 7.1 Use of Common Areas and Facilities
- 7.2 Tenant not to Interfere
- 7.3 Interruption and Alteration of Common Areas and Facilities

### ARTICLE 8 — USE OF PREMISES

- 8.1 Use of Premises

### ARTICLE 9 — TENANT'S BEHAVIOUR

- 9.1 Nuisance
- 9.2 Rules and Regulations
- 9.3 Environmental Obligations
- 9.4 Recycling
- 9.5 Signs and Exterior Installations

### ARTICLE 10 — MAINTENANCE, REPAIRS, ALTERATIONS

- 10.1 Tenant's Maintenance and Repair
- 10.2 Alterations by Tenant
- 10.3 Entry
- 10.4 Landlord's Repairs
- 10.5 Notice of Damage

10.6 Damage to Building

ARTICLE 11 - INSURANCE AND LIABILITY

- 11.1 Tenant's Insurance
- 11.2 Compliance with Landlord's Insurance
- 11.3 Indemnity
- 11.4 Landlord's Insurance
- 11.5 Extended Meaning

ARTICLE 12 - TRANSFERS BY TENANT

- 12.1 Consent Required

ARTICLE 13 – DEFAULT

- 13.1 Defaults and Remedies
- 13.2 Interest and Costs
- 13.3 Waiver by Tenant
- 13.4 Enforcement by Landlord
- 13.5 Remedies Cumulative

ARTICLE 14 END OF TERM

- 14.1 Expiration
- 14.2 Removal at End of Term
- 14.3 Surviving Obligations
- 14.4 Overholding

ARTICLE 15 — MISCELLANEOUS

- 15.1 Force Majeure
- 15.2 Entire Agreement
- 15.3 Severability
- 15.4 Captions
- 15.5 Extended Meanings
- 15.6 Notices
- 15.7 No Lease Prior to Execution
- 15.8 Governing Law
- 15.9 Personal Information

SCHEDULE "A", LEGAL DESCRIPTION

SCHEDULE "B", FLOOR PLAN OUTLINING PREMISES

SCHEDULE "C", RULES AND REGULATIONS

**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 Kaulbach 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 reserved 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 outlined or located in Schedule "B" attached hereto identified as Rooms 202, 202a, 202b, 202c, 202d, 202e 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 1st day of July, 2021 and from thenceforth next ensuing and to be fully completed and ended on the 30<sup>th</sup> day of June, 2022.

### **2.3 Renewal**

**Option A** The parties may mutually agree in writing to renew this lease for up to three 1-year renewal terms on the same terms and conditions as provided herein, [subject to annual Consumer Price Index increases in rent, and such other changes as are required of the context (including, without limiting the generality of the foregoing, references to calendar years and dates)]. The CAO of the Landlord shall be entitled to negotiate/agree on behalf of the Town and to execute such documentation as may be necessary or advisable for the purposes of this clause.

**OR**

**Option B** The Tenant shall have the option to renew the lease for a further 1 year term (at the election of the Tenant upon the exercise of the option) on the same terms and conditions as provided herein except that there shall be no further right of renewal, [and subject to annual Consumer Price Index increases in rent, and other changes that are required of the context (including, without limiting the generality of the foregoing, reference to calendar years and dates)].

### **2.4 Right to Early Termination**

Upon giving the other party 120 days prior written notice ("notice of termination"), the Tenant shall have the option to terminate the 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 No Deposit**

The Tenant shall not be required to pay a Security Deposit.

### **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 \$16,452.00 plus H.S.T. for the one year term of the lease, (payable in equal monthly instalments of \$1371.00 plus H.S.T. each in advance on the first 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 \$44.23 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 \$44.23 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.

## **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 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 administrative office for its private high school and for no other purpose. Business traffic during the term of the Lease shall be limited to courier and mail deliveries and supervised visits from clients. [As the rental reflects the use only for an administrative office, no student instruction shall be provided at the Premises unless the Lease is amended to authorize same (which will result in increased rent.)]

## **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,
- (ii) pollutant, dangerous substance, potentially dangerous substance, noxious substance,
- (iii) 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
- (iv) "Container" means any equipment, plant, pump, tank, container,
- (v) 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
- (vi) "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.
  - (a) 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, art supplies 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 Kaulbach 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 Kaulbach Street through or under the Tenant [including, without limiting the foregoing, employees, guests, invitees] with the intent that an act or omission of any of them shall be, by virtue of this clause, treated as if it were the act or omission of the 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.

## **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.

Interior alterations where structural support is not an issue and which requires the written approval of the Landlord, may be approved by the CAO of the Landlord. Approval for all other alterations must be obtained from Lunenburg Town Council.

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 Kaulbach 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 December 1, 2017, 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, 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 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 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 Kaulbach 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 Kaulbach 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).

### **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, councillors, 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.

## **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.

### **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, 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) months' notice. Rent shall be payable in advance on the first day of each month equal to the sum of:

- (a) one hundred fifty percent (150%) 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 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: PO Box 10  
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.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the day and year first written above.

TENANT

**WEST ISLAND COLLEGE  
INTERNATIONAL FOR EDUCATION  
AND SAIL TRAINING LTD.**

[affix Corporate Seal]

Per: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
witness

Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Corporation

LANDLORD

**TOWN OF LUNENBURG**

[affix Municipal Seal]

Per: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
witness

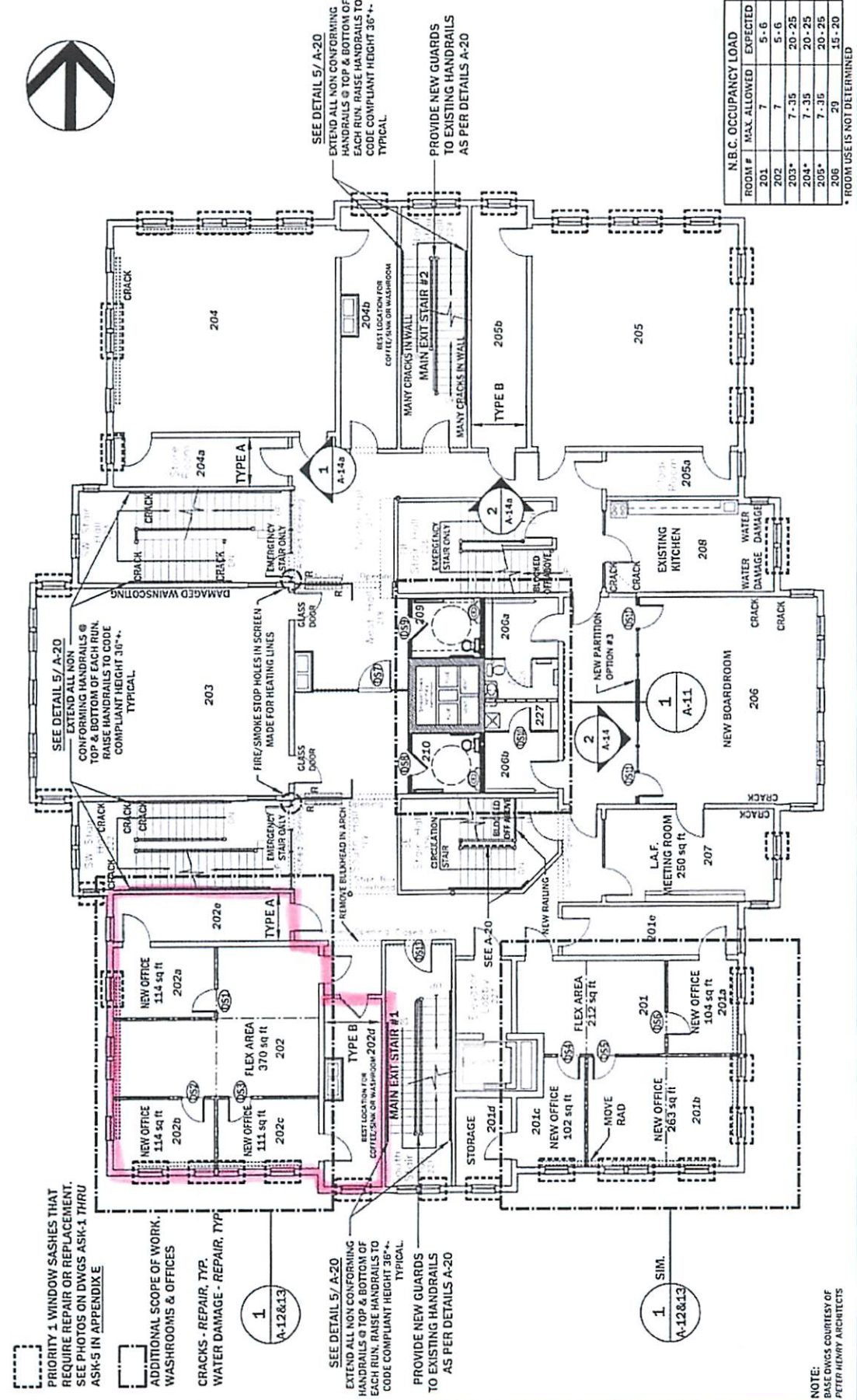
Per: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Town

**Schedule "A"**  
**Description of Building**

The building located at 97 Kaulbach 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**



ROOM #	MAX ALLOWED	EXPECTED
201	7	5-6
202	7	5-6
203*	7-35	20-25
204*	7-35	20-25
205*	7-35	20-25
206	20	15-20

\* ROOM USE IS NOT DETERMINED

Date: **APRIL 2015**  
 Job No: **1422**  
 Draw No: **A-10**



Project: **LUNENBURG ACADEMY INTERIOR UPGRADES - 2015**  
 Lunenburg, Nova Scotia, Canada

Project: **SECOND FLOOR PLAN**  
 SCALE: NTS  
 REVISED DEC. 4 2015

NOTE: BASE DWGS COURTESY OF PETER HENRY ARCHITECTS

**G.F. DUFFUS & CO LTD.**  
 1495 Lower Water St. Suite 315  
 Halifax, Nova Scotia  
 B3J 1R3 902-425-1851  
 FACSIMILE 902-425-7445

PRIORITY 1 WINDOW SASHES THAT REQUIRE REPAIR OR REPLACEMENT. SEE PHOTOS ON DWGS ASK-1 THRU ASK-5 IN APPENDIX E

ADDITIONAL SCOPE OF WORK. WASHROOMS & OFFICES

CRACKS - REPAIR, TYP. WATER DAMAGE - REPAIR, TYP

SEE DETAIL 5/ A-20  
 EXTEND ALL NON CONFORMING HANDRAILS @ TOP & BOTTOM OF EACH RUN. RAISE HANDRAILS TO CODE COMPLIANT HEIGHT 36"-4".

PROVIDE NEW GUARDS TO EXISTING HANDRAILS AS PER DETAILS A-20

1 SIM. A-12&13

SEE DETAIL 5/ A-20  
 EXTEND ALL NON CONFORMING HANDRAILS @ TOP & BOTTOM OF EACH RUN. RAISE HANDRAILS TO CODE COMPLIANT HEIGHT 36"-4".

FIRE/SMOKE STOP HOLES IN SCREEN MADE FOR HEATING LINES

SEE DETAIL 5/ A-20  
 EXTEND ALL NON CONFORMING HANDRAILS @ TOP & BOTTOM OF EACH RUN. RAISE HANDRAILS TO CODE COMPLIANT HEIGHT 36"-4".

PROVIDE NEW GUARDS TO EXISTING HANDRAILS AS PER DETAILS A-20

1 SIM. A-12&13

PROVIDE NEW GUARDS TO EXISTING HANDRAILS AS PER DETAILS A-20

1 SIM. A-12&13

**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 A

This Exclusive License Agreement made this \_\_\_\_ day of \_\_\_\_\_ 2021.

### Exclusive License Agreement

**BETWEEN:**

**TOWN OF LUNENBURG**, a Municipal Body Corporate

(herein referred to as the "TOL")

And

**SEA WEED TOURS INCORPORATED**, a body corporate incorporated under the laws of the Province of Nova Scotia.

(herein referred to as the "Sea Weed")

**WHEREAS:**

- A. Sea Weed intends to operate a tour business for tours using an 8 passenger bus which commence and end in the Town of Lunenburg (TOL) but which do not involve commentary within the TOL.
- B. Sea Weed has requested that the TOL provide an exclusive parking space for its 8 passenger bus ("bus") during the 2021 tourist season (herein defined as May 31, 2021 – October 31, 2021).

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the Town of Lunenburg and Sea Weed agree as follows:

1. The Town of Lunenburg will provide a parking space for Sea Weed's bus for the 2021 tourist season.
2. Sea Weed shall be entitled to occupy the parking space on Bluenose Drive shown in yellow in Schedule A (to the extent that it is within the street right of way and not on the travelled way of Bluenose Drive). It shall be the responsibility of Sea Weed to obtain any permission required from Her Majesty the Queen in Right of the Province of Nova Scotia in relation to the use of any portion of the parking space and adjacent area which is on Crown property.
3. The space shall be used by Sea Weed only for its bus and for no other vehicles. Sea Weed is responsible for maintaining the parking space in a clean and tidy condition. It is the responsibility of Sea Weed to cone the parking space off when the bus is not present. The Town shall have no obligation to prevent others from parking there.
4. Sea Weed shall pay in advance a fee of \$501.50 plus HST for the parking space for the 2021 tourist season.
5. The parties may mutually agree in writing to renew this License for up to three 1-year renewal terms on the same terms and conditions as provided herein, [subject to annual Consumer Price Index increases in the fee, and such other changes as are required of the context (including,

## Schedule A

without limiting the generality of the foregoing, references to calendar years and dates)]. The CAO of the Landlord shall be entitled to negotiate/agree on behalf of the Town and to execute such documentation as may be necessary or advisable for the purposes of this clause.

6. Sea Weed shall comply with all Bylaws of the TOL and all Legislation and Regulations of the Province of Nova Scotia and the Government of Canada, including, without limiting the foregoing, it shall obtain and comply with all terms of any required Commercial Vehicle (van) License and/or Motor Carrier License under the Nova Scotia Motor Carrier Act and any required license under the Federal Motor Vehicle Transport Act (1987).
7. Sea Weed shall obtain and maintain comprehensive commercial general liability and motor vehicle (Public Liability and Property Damage) insurance in a form acceptable to the TOL with the Town as an additional insured with a minimum of Two Million Dollar (\$2,000,000.00) coverage per occurrence with a cross liability clause, severability of interest clause, and a clause indicating that there shall be 30 days written notice to the TOL before any alteration or cancellation of the policy. The coverage shall be primary and non-contributory for the TOL and there shall be no subrogation against the Town.
8. With permission of Her Majesty the Queen in Right of the Province of Nova Scotia, Sea Weed shall be allowed to place a sandwich board (portable) sign on the adjacent Crown property beside the bus stand to attract customers, (provided that the sign shall not be placed in the travelled way or parking spot and shall not obstruct persons utilizing any pedestrian way or sidewalk). Prior to placing any such sign, Sea Weed must obtain a Development Permit from the TOL Development Officer and execute an indemnification agreement.
9. Sea Weed shall be responsible for the prompt collection and disposal of waste associated with its operation.
10. The parking space may be used for loading and unloading passengers from Sea Weed bus during the tourist season.
11. Sea Weed shall be obligated to contact the Town Staff before August 31, 2021 and discuss any potential issues with this temporary arrangement, and also what form of legislative framework may be needed (such as an amendment to the Hack & Trolley Bylaw) to enable its tour operation to continue in the future.
12. This temporary arrangement is intended to enable the operation to commence without further delay for the 2021 tourist season, but shall not oblige Council to provide the same terms and conditions in the future or to provide a parking space in the future at all.
13. Indemnification  
Sea Weed, and its successors, will indemnify the TOL, (and its Council and employees) and it and their respective heirs, executors, administrators, successors, and assigns from all claims, demands, actions, or causes of action against the TOL in relation to loss of, damage to or destruction of property or personal injury or loss of life (and also any loss, damages, orders to pay monies, and costs (including party and party as well as solicitor and client costs) which arise out of the tour operation of Sea Weed or anything done or failed to be done in connection

Schedule A

therewith or in any way related thereto, including, without limiting the foregoing, anything related to matters or things authorized hereunder).

14. This License Agreement is not transferable or assignable by Sea Weed.

15. Any notice required or permitted under this Lease may be sufficiently given to the following addresses:

To the Town: PO Box 129  
119 Cumberland St  
Lunenburg, Nova Scotia B0J 2C0  
Attention: Bea Renton  
Chief Administrative Officer

For operational issues, the Town contact person is:

Peter Baker, Public Works Superintendent  
Email: [pbaker@explorelunenburg.ca](mailto:pbaker@explorelunenburg.ca)  
Telephone Number: 902-634-8992, Press "1"

To Sea Weed: Attention: Nancy Rogers, Recognized Agent  
33 Shore Road  
RR#1 Lunenburg, NS B0J 2C0

(2) Any party may by notice in writing to the other 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 personally delivered or if sent by prepaid registered mail from any place in Canada to such address. 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.

(3) Contact Information for Sea Weed in relation to issues involving the parking space shall be:

Recognized Agent: Nancy Rogers  
Telephone Number: 902-529-1052

Email: [nallenrogers@eastlink.ca](mailto:nallenrogers@eastlink.ca)

16. Sea Weed shall not use a public address system or other device to amplify voice or music in the Town.

Schedule A

All comments during the tours about the Town of Lunenburg shall portray the Town in a positive and accurate manner.

17. If there is a breach of any of the terms or provisions of this Exclusive License Agreement by Sea Weed, or if Sea Weed shall abandon the space for 10 consecutive days or if it shall be adjudged bankrupt or insolvent, then the TOL may at its sole discretion, immediately terminate this agreement and all authorizations hereunder, and shall not be obliged to refund any money to Sea Weed or to pay any compensation to it for any reason whatsoever.

18. COVID – 19 Pandemic

Sea Weed shall comply with all Provincial and Federal Guidelines, Directives, Orders, Legislation and Regulations with respect to, or related to, the COVID-19 Pandemic.

Signed, sealed, and dated at Lunenburg, Nova Scotia this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**WITNESS**

**TOWN OF LUNENBURG**

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

(municipal seal)

Signed, sealed, and dated at Lunenburg, Nova Scotia this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**WITNESS**

**SEA WEED TOURS INCORPORATED**

\_\_\_\_\_

\_\_\_\_\_

Name: Nancy Rogers  
Title: Recognized Agent

(corporate seal)

Schedule A

AFFIDAVIT OF EXECUTION

PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG

ON this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber personally came and appeared \_\_\_\_\_, a subscribing witness to the foregoing agreement, who having been by me duly sworn, made oath and said that **SEA WEED TOURS INCORPORATED**, therein named, duly executed the same in h\_\_\_\_\_ presence by affixing thereto its corporate seal, identified by the signature of its duly authorized officer.

\_\_\_\_\_  
A NOTARY PUBLIC IN AND FOR THE PROVINCE  
OF NOVA SCOTIA

CERTIFICATE OF EXECUTION

PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG

I certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, **SEA WEED TOURS INCORPORATED**, one of the parties mentioned in the foregoing and annexed agreement, caused the same to be executed in my presence by affixing thereto its corporate seal, identified by the signature of its duly authorized officer and I have signed as a witness to such execution.

\_\_\_\_\_  
A NOTARY PUBLIC IN AND FOR THE PROVINCE  
OF NOVA SCOTIA

Schedule A

AFFIDAVIT OF EXECUTION

PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing Agreement, who having been by me duly sworn, made oath and said that **TOWN OF LUNENBURG** therein named, duly executed the same in h \_\_\_\_ presence by affixing thereto its municipal seal, identified by the signatures of its duly recognized officers.

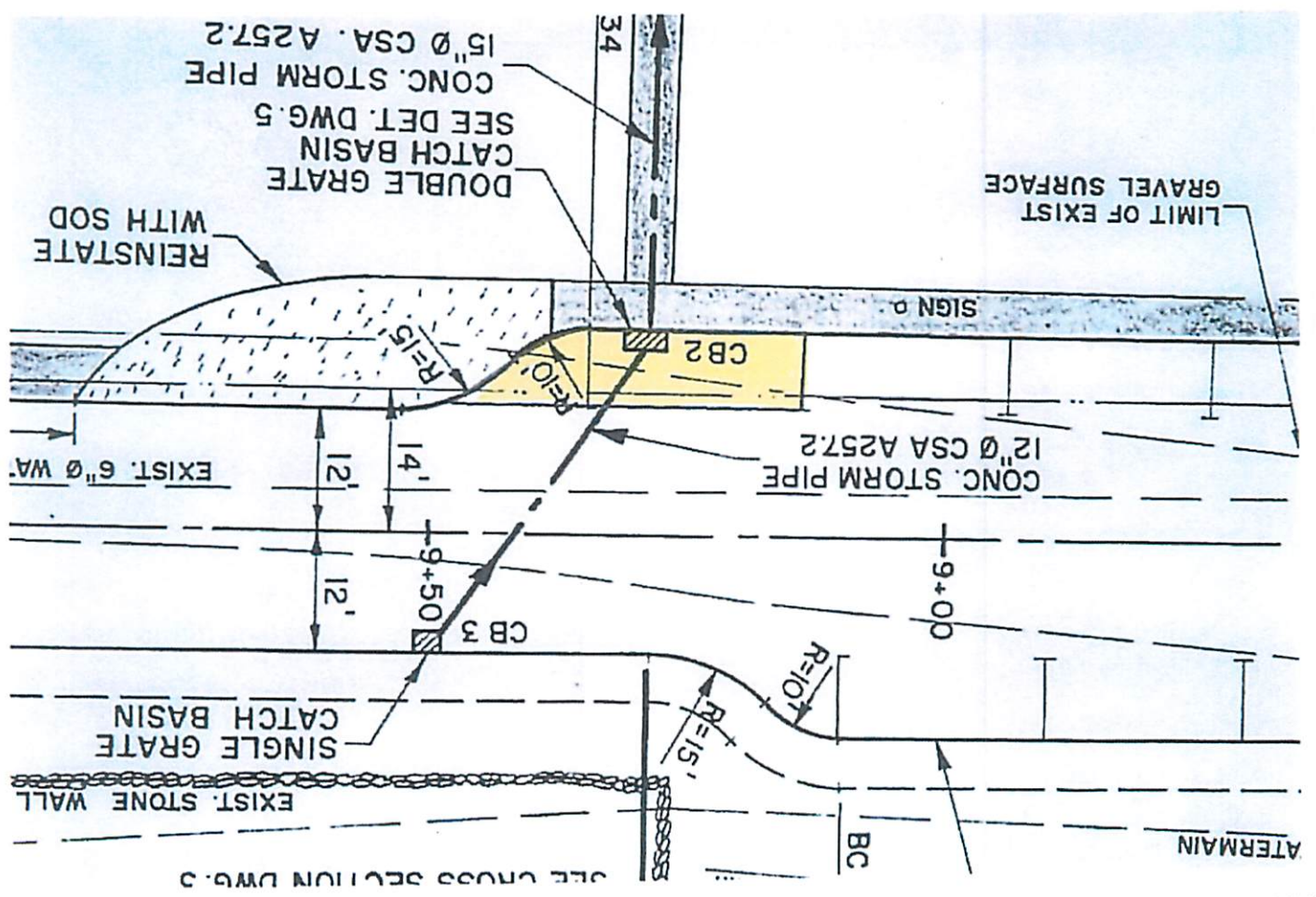
\_\_\_\_\_  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

CERTIFICATE OF EXECUTION

PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG

I CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, **TOWN OF LUNENBURG**, one of the parties mentioned in the foregoing Agreement, executed the said Agreement by affixing its municipal seal thereto, identified by the hand of its proper officers in that behalf in my presence and I have signed as a witness to such execution.

\_\_\_\_\_  
A COMMISSIONERS THE SUPREME  
COURT OF NOVA SCOTIA



Schedule "A"  
bus location parking space.jpg

Circulated: \_\_\_\_\_

---

Document No: 5(a)

Meeting: Council April 27, 2021

Circulate To: Council, BR, LD, HM

File:

---

## **MEMORANDUM**

**TO: COUNCIL**

**FROM: ARTHUR MACDONALD, HERITAGE MANAGER**

**DATE: APRIL 20, 2021**

**RE: INTER-MUNICIPAL ACCESSIBILITY AGREEMENT**

---

### **1. FACTS**

#### **A. Background**

The Lunenburg County Accessibility Plan (the Plan) was developed by the Lunenburg County Accessibility Advisory Committee, a joint committee of the Municipality of the District of Chester, Municipality of the District of Lunenburg, Town of Bridgewater, Town of Lunenburg, and the Town of Mahone Bay.

The Lunenburg County Accessibility Advisory Committee's (LCAAC) role is to assist the five municipal units in developing and administering the Plan in accordance with "An Act Respecting Accessibility in Nova Scotia, 2017" (The Act).

The LCAAC provides advice to the municipal councils on identifying, preventing and eliminating barriers to people with disabilities in municipal programs, services, initiatives and facilities. The Committee plays a pivotal role in the creation of barrier-free communities and ensuring the obligations under the Act are met.

In keeping with the Plan, the five municipal units will be hiring a joint accessibility coordinator to assist the LCAAC in the administration of the Plan and entering into an Inter-Municipal Accessibility Agreement.

#### **B. Proposal**

The proposal is to cooperate with the other four municipal units by jointly hiring a joint accessibility coordinator and entering into the Inter-Municipal Accessibility Agreement. In doing so, it is recommended to have Council approve the attached Inter-Municipal Accessibility Agreement.

## 2. **ISSUES AND OPTIONS ANALYSIS**

- Council may approve the attached Inter-Municipal Accessibility Agreement.
- Council may refer the matter back to staff for possible amendments.

## 3. **FINANCIAL IMPACT**

There is sufficient funding in the 2021/22 fiscal budget to cover the costs associated with the Town cost-sharing in the Inter-Municipal Accessibility Agreement.

## 4. **STRATEGIC PLAN RELEVANCE**

### **CCP Strategic Direction:**

**7. Urban Design:** Direction to enhance residents' and visitors' experience of the built environment.

### **CCP Guiding Principal:**

**1. Inclusion:** We work to ensure a sense of belonging, acceptance and value for all in our community.

**9. Placemaking:** We will nurture a public realm that is attractive, enjoyable, accessible, efficient and safe.

## 5. **RECOMMENDATION AND DRAFT MOTION**

It is recommended that Council approves the attached Inter-Municipal Accessibility Agreement.

**Motion:** Moved by seconded by that Council approves the attached Inter-Municipal Accessibility Agreement.

## **ATTACHMENTS:**

- A.** Inter-Municipal Accessibility Agreement
- B.** Inter-Municipal Accessibility Agreement Cost Sharing Table

Acknowledged by:

Bea Renton  
Town Manager/Clerk

**AN INTER-MUNICIPAL ACCESSIBILITY AGREEMENT**

THIS AGREEMENT is made in five copies this on (DATE)\_\_\_\_\_.

AMONG:

The **Municipality of the District of Lunenburg**, a municipal body corporate pursuant to the *Municipal Government Act*;

-and-

The **Municipality of the District of Chester**, a municipal body corporate pursuant to the *Municipal Government Act*;

- and -

The **Town of Bridgewater**, a municipal body corporate pursuant to the *Municipal Government Act*;

-and-

The **Town of Mahone Bay**, a municipal body corporate pursuant to the *Municipal Government Act*.

-and-

The **Town of Lunenburg**, a municipal body corporate pursuant to the *Municipal Government Act*.

WHEREAS the parties wish to jointly pursue improvements to the accessibility of municipal services and facilities in Lunenburg County.

NOW THEREFORE witness in consider of the mutual promises and covenants contained herein the parties hereto agree as follows:

General

1. The Purpose of this inter-municipal services agreement, hereafter called (Agreement) is to provide for coordinated Accessibility consultation services referred to in this Agreement as the (region).

Host Municipality

2. The Municipality of the District of Chester is hereafter called the Host Municipality, and as such, will provide office space and support.
3. The Host Municipality will be responsible for all administrative functions including financial, record keeping, minute taking and reporting on behalf of the Accessibility Committee.

4. The Host Municipality will include the Accessibility Coordinator, assets and activities on their Municipality's liability insurance policy.

#### Accessibility Committee

5. An Accessibility Committee has been established and Terms of Reference agreed upon by all parties.
6. As per the TOR:
  - a. The Lunenburg County Accessibility Advisory Committee's (AAC) role is to assist the five municipal units (the Districts of Chester and Lunenburg and the Towns of Bridgewater, Lunenburg and Mahone Bay) and the village commissions in Lunenburg County develop an Accessibility Plan in accordance with "An Act Respecting Accessibility in Nova Scotia, 2017 (The Act). The AAC provides advice to the municipal councils and village commissions on identifying, preventing and eliminating barriers to people with disabilities in municipal programs, services, initiatives and facilities. The Committee plays a pivotal role in the creation of barrier-free communities and ensuring the obligations under the Act are met.
  - b. The Committee has the following responsibilities:
    - i. Advise the five Councils/Commissions in the preparation, implementation and effectiveness of an Accessibility Plan. In accordance with the Act, the Plan must include:
      1. A report on measures the five (5) municipal units and the Commissions have taken and intend to take to identify, remove and prevent barriers;
      2. Information on procedures the five (5) municipal units and the Commissions have in place to assess the following for their effect on accessibility for persons with disabilities:
      3. Any of its existing and proposed policies, programs, practices and services, and
      4. Any existing and proposed enactments or bylaws it will be administering; and
      5. Any other prescribed information.
    - ii. Advise all five (5) Councils and the Commissions on opportunities to promote the full participation of persons with disabilities, in accordance with the Act;
    - iii. Identify and advise on the accessibility of existing and proposed municipal services and facilities;
    - iv. Advise and make recommendations about strategies designed to achieve the objectives of the five (5) municipal units and the Commissions Accessibility Plans;
    - v. Receive and review information directed to it by all five (5) municipal Councils and the Commissions and their committees, and to make recommendations as requested;
    - vi. Monitor federal and provincial government directives and regulations; and
    - vii. Host public consultations related to accessibility;
    - viii. Provide input and advice to all five (5) councils and the Commissions with

- respect to updating the Accessibility Plan every three years.
- ix. Provide an annual budget for the five (5) Councils and the Commissions consideration in order for the Committee to carry out their mandate.

Accessibility Coordinator

- 7. All parties agree that the Accessibility Coordinator shall be a contractor of the Municipality of the District of Chester and shall serve as the coordinator and administrative support for the Lunenburg County Accessibility Committee.
- 8. The Accessibility Coordinator will provide accessibility expertise and inform municipal administrators of their professional responsibilities to ensure accessibility at each municipal unit.
- 9. Not less than quarterly, the Accessibility Coordinator shall meet with the CAO, or designate, of each municipal unit to assess overall service delivery in the preceding quarter and to plan for the anticipated needs of the upcoming quarter.
- 10. The Host Municipality is empowered to acquire or contract for the use of equipment, facilities and personnel necessary or advisable to carry out the responsibilities assigned to the Accessibility Coordinator by this Agreement.
- 11. Should the position of the Accessibility Coordinator become vacant, it will be the responsibility of the CAO of the Municipality of the District of Chester to fill the vacancy in accordance with the hiring policies of the Municipality of the District of Chester. The selection committee shall be determined by the CAOs of the participating municipalities.
- 12. The parties shall share the cost of operations of the Accessibility Coordinator based on an annual budget.
  - a. The cost sharing formula will be as follows:
    - i. 8 hours shared on Uniform assessment:

<b>Contribution based on uniform assessment</b>		
*Based on billing for REMO Coordinator		
	<b>Uniform Assessment</b>	<b>%</b>
Town of Mahone Bay	\$138,736,951.00	2.55%
Town of Lunenburg	\$279,311,517.00	5.13%
Town of Bridgewater	\$688,450,419.00	12.63%
Municipality of the District of Chester	\$1,671,069,183.00	30.67%
Municipality of the District of Lunenburg	\$2,671,786,349.00	49.03%
	<b>5,449,354,419.00</b>	<b>100.00%</b>

ii. Remaining hours based on hours purchased:

<b>Contribution based on share of hours</b>		
	<b>Hours Purchased</b>	<b>%</b>
Town of Mahone Bay	3.5	14.00%
Town of Lunenburg	3.5	14.00%
Town of Bridgewater	7	24.00%
Municipality of the District of Chester	7	24.00%
Municipality of the District of Lunenburg	7	24.00%

- b. The CAOs of the participating units shall recommend to the parties of this Agreement an Operating and Capital Budget by February 1 of the fiscal year prior to the fiscal year of the recommended budget. The approval of the Operating and Capital Budget will be subject to the approval of a minimum of three municipal units.
- c. Actual dollar contribution of the Municipalities shall be based on the annual budget of the Accessibility Coordinator.
- d. The Host Municipality will invoice the other contributing Municipality(s) for their portion of the actual costs that are additional to their annual contribution. Actual expenditures will be reviewed yearly and surplus funds, if any, will be credited against the participating units' following year's contribution, based on the cost sharing formula referenced to in this section herein.
- e. In the event the Accessibility Coordinator requires additional money for capital or operating purposes, any such increase shall be approved by the parties in accordance with clause 20(a).

13. The fiscal year of the Accessibility Coordinator shall be from April 1 to March 31 of the following year.

Termination of Agreement

14. This Agreement has effect commencing May 1, 2021 until March 31, 2024.

Indemnification

15. Each party shall indemnify its representatives from any liability that may arise as a result of that member.

Dispute Resolution

16. If any disagreement arises among the parties as to the proper interpretation of this agreement that cannot be resolved, the parties shall submit the area of disagreement to an arbitrator as provided by the *Arbitration Act*.

17. The parties acknowledge and agree that all headings are inserted for convenience only and do not form part of the agreement.
18. This Agreement is governed by the laws of Nova Scotia.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals the day and year first above written (15)

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ A.D.

Signed, sealed and delivered in the presence of;

Per: \_\_\_\_\_

Municipality of the District of Lunenburg

\_\_\_\_\_

Per \_\_\_\_\_

Witness

Mayor

Per: \_\_\_\_\_

Deputy Mayor

Per: \_\_\_\_\_

Municipality of the District of Chester

\_\_\_\_\_

Per \_\_\_\_\_

Witness

Warden

Per: \_\_\_\_\_

Deputy Warden

Per: \_\_\_\_\_

The Town of Bridgewater

\_\_\_\_\_

Per \_\_\_\_\_

Witness

Mayor

Per: \_\_\_\_\_

Deputy Mayor

Per: \_\_\_\_\_

The Town of Mahone Bay

\_\_\_\_\_

Per \_\_\_\_\_

Witness

Mayor

Per: \_\_\_\_\_

Deputy Mayor

Per: \_\_\_\_\_

\_\_\_\_\_

Witness

The Town of Lunenburg

Per \_\_\_\_\_

Mayor

Per: \_\_\_\_\_

Deputy Mayor

**Annual Budget**

<b>Staff Member</b>	
Salary (full time 35 hours per week)	\$50,000
Benefits (CPP, WCB, EI, vacation)	\$6,536
Mileage	\$2,500
Training/certification	\$2,000
Overhead/office*	\$6,104
<b>Total</b>	<b>\$61,036</b>

20% (1 day per week)  
\$12,207.20

<b>Committee Support</b>	
Meeting pay • 6 members, \$55 per meeting, 6 meetings	\$1,980
Mileage • 6 members, Estimated \$10 per meeting/event, 6 meetings	\$360
Expert presentations for Committee	\$3,000
<b>Total</b>	<b>\$5,340</b>

\$66,376

Contribution based on share of hours	Uniform Assessment	%	Contribution for regional committee support	%	Contribution for local hours	Total Contribution
Town of Mahone Bay	\$138,736,951	2.55%	\$447	10%	\$6,104	\$6,551
Town of Lunenburg	\$279,311,517	5.13%	\$900	10%	\$6,104	\$7,004
Town of Bridgewater	\$688,450,419	12.63%	\$2,216	20%	\$12,207	\$14,423
Municipality of the District of Chester	\$1,671,069,183	30.67%	\$5,382	20%	\$12,207	\$17,589
Municipality of the District of Lunenburg	\$2,671,786,349	49.03%	\$8,603	20%	\$12,207	\$20,811
<b>TOTAL</b>	<b>\$5,449,354,419</b>	<b>100.00%</b>	<b>\$17,549</b>		<b>\$48,829</b>	<b>\$66,378</b>

NLC1

THIS LEASE made this                    day of                    , 2021.

BETWEEN:

**TOWN OF LUNENBURG** a municipal body corporate;

(hereinafter called the "LANDLORD" or "TOWN")

OF THE FIRST PART

-and-

**THE NAVY LEAGUE OF CANADA**, a Federal body corporate;

(hereinafter called the "TENANT" or "NAVY LEAGUE")

OF THE OTHER PART

WHEREAS the Navy League of Canada was established by Federal Letters Patent;

AND WHEREAS there is a Lunenburg Branch of the Nova Scotia Mainland Division of the Navy League of Canada (known as the Royal Canadian Sea Cadet Corps 39 Neptune) [herein referred to as the "Lunenburg Branch"];

AND WHEREAS the Lunenburg Branch is an unincorporated body and the Lease will be taken in the name of the Navy League of Canada;

AND WHEREAS this lease replaces and supersedes any previous lease between the parties.

IN CONSIDERATION of the rents, mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Landlord covenants and agrees that it is the owner of the building, locally known as the "Blue Building" at 93 Victoria Road, in the Town of Lunenburg.

**LEASED PREMISES**

2. The Landlord hereby demises and leases to the Tenant, all and singular a portion of the interior of the Blue Building annex as described in Schedule "A" hereto annexed and as illustrated (outlined in yellow) on the Schedule "B" hereto annexed (hereinafter referred to as the "premises").

Provided that there will be no indoor washroom facilities in the premises (either toilets or sinks), and the Landlord does not commit to re-route the sewer lateral during the term of the lease to enable those facilities to be used.

TERM OF LEASE

- 3.
- a. To have and to hold the said demised premises for and during the term of one year commencing as of the 1st day of January, 2021 to and including the 31st day of December, 2021, unless previously terminated as herein provided;
  - b. Provided that (in addition to all other remedies contained herein) the Lease may be terminated by either party at any time during the term of the Lease by giving three full months' notice in writing to the other indicating the Termination Date, and the Lease shall thereafter terminate as of the said Termination Date and the Tenant shall give possession of the premises to the Landlord on the Termination Date.
  - c. The parties may mutually agree in writing to renew this lease for 3 one year renewal terms on the same terms and conditions as provided herein, [subject to annual Consumer Price Index increases in rent, and such other changes as are required of the context (including, without limiting the generality of the foregoing, references to calendar years and dates)]. The CAO of the Landlord shall be entitled to negotiate/agree on behalf of the Town and to execute such documentation as may be necessary or advisable for the purposes of this clause.

POSSESSION

4. The Landlord agrees to deliver to the Tenant possession of the demised premises free and clear of all leases, tenancies, agreements, encumbrances or liens affecting the demised premises or the rights granted to the Tenant in this Lease, or which are registered or entitled to be registered against the said lands in priority to this Lease.

ANNUAL RENTAL

5. The Tenant shall pay a fixed rent to the Landlord of \$109.67 [plus HST] per month during the term of this Lease payable on the 1st day of each month.

COVENANTS OF THE TENANT

**THE TENANT COVENANTS AND AGREES WITH THE LANDLORD AS FOLLOWS:**

RENT

6. The Tenant shall pay to the Landlord the said rent promptly as stipulated in Section 5 hereof (and also the amounts referred to in Section 7 hereof) at 119 Cumberland Street, P.O. Box 129, Lunenburg, Nova Scotia, or at such other place or places as the Landlord may designate from time to time in writing.

### SERVICES

7.
  - a. The Tenant will pay for all services consumed by the Tenant on the demised premises, including, without limitation, electricity, heat and heating fuel, water, sewer and telephone and an amount representing monthly taxes. The Tenant shall ensure that the premises are adequately heated during the term of the lease.
  - b. For the purposes of this clause and clause 20: The Tenant has its own electric account and furnace oil account. The annual cost of water charges, sewer charges, and property taxes shall be based on an assumed assessment for the premises of \$20,000.00 and during the term of the lease shall be \$1269.00 plus HST (based on the year of 2020) and payable at the rate of \$105.75 plus HST per month on the 1st day of each month. For any renewal of this lease, this shall be adjusted to reflect the annual cost of water charges, sewer charges, and property taxes for 2021 (and assuming an assessment for the premises of \$20,000.00)(plus HST), and shall be payable on the 1st day of each month.

### BUSINESS TAXES. ETC.

8. The Tenant will pay and discharge all business taxes, charges, permit and license fees duly levied or imposed by any public authority in respect to the premises, personal property, business or income of the Tenant as and when the same may become due and payable, provided that nothing herein shall prohibit or prevent the Tenant from taking such proceedings by way of appeal of or from any such rates, charges or fees or the assessments therefor which the Tenant in its absolute discretion deems necessary or advisable.

### USE OF PREMISES

9. The Tenant will use the demised premises only for the purpose of the training of Sea Cadets and Navy League activities in direct support of the Sea Cadets, except with the prior written consent of the Landlord.

### TENANTS REPAIRS & USE OF PROPERTY

10. The Tenant shall, throughout the term of this Lease, pay all costs of operating and maintaining the interior of the premises and shall take good and reasonable care of the interior premises and any structures erected on the demised premises and maintain and keep the same in good and substantial repair and condition throughout. Provided that any modification or renovation of the premises shall require the prior written approval of the Landlord (which may be arbitrarily withheld) and all modifications or renovations shall be done at the sole expense of the Tenant. And provided further, that all modifications or

renovations to the premises shall become the property of the Landlord upon the expiry of or previous termination of this Lease without any compensation to the Tenant. The Tenant shall be responsible for obtaining and paying for all necessary permits and other approvals for the aforesaid modifications or renovations.

11.

- a. The Tenant shall not use or occupy the premises or suffer or permit the premises to be used or occupied for any unlawful purpose, for any dangerous, noxious or offensive trade or business, for any purpose likely to cause any public or private nuisance, or for any purpose which may endanger the general public, and the Tenant shall at all times observe and comply with all governing regulations, including all municipal by-laws of the Town of Lunenburg, all applicable provincial statutes and regulations and all applicable Federal Statutes and Regulations.
- b. The Tenant is authorized to erect one external sign attached to the outside of the building in which the premises are located, provided that the size and location of the sign are approved by the Landlord, and subject to all of the applicable By-laws of the Town of Lunenburg.
- c. The Tenant erected an interior wall under a prior Lease marking the limits of the premises being leased herein.
- d. The Tenant shall promptly notify the Landlord of any damage to or deficiency or defect in any part of the premises, as soon as the Tenant becomes aware thereof, regardless of whether or not the Landlord has any obligation to repair such damage.
- e. Notwithstanding any other clause of this Lease, if the premises (including the lands on which the premises are located) or the parking lot, or any part thereof becomes damaged through the wilful act, negligence, carelessness or misuse of the Tenant, its employees or agents or invitees or licensees or guests, the Tenant shall be responsible for rectifying such damage, which rectification shall be at the cost and expense of the Tenant and to the reasonable satisfaction of the Landlord.

#### INSPECTION

12. The Landlord may enter and view the state of repairs of the demised premises during normal business hours.

13. The Tenant agrees to provide the Landlord annually with copies of all rules, regulations, by-laws, fee structures and financial statements of the Tenant and a list of current officers and directors of the Tenant and the Lunenburg Branch.

#### INDEMNITY OF LANDLORD

14. Without restricting any other provision of this Lease and in addition thereto: The Tenant at all times shall indemnify and hereby does indemnify the Landlord (and its Mayor, Councillors, and Employees) from and against all claims, loss(es), costs (including legal costs), expense(s) and damage(s) of whatsoever nature which may be incurred by the Landlord (including damages to property of the Landlord or other tenants or invitees or guests of the Landlord), and from and against all claims and demands, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by, arising out of, or attributable to the existence of these presents, or any privileges granted or action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, or due to or arising from or out of any occurrence in or about the premises, or the occupancy or the use of the premises or the parking lot by the Tenant or the Lunenburg Branch or the officers, employees, agents, contractors, invitees, or licenses of either or both of them or by any person permitted by the Tenant or the Lunenburg Branch to be on the premises or in the parking lot (whether related to personal injury, death, damage to or loss of personal or real property) or in any way related to the Demised Premises or the use thereof and whether or not caused by the negligence of the Landlord or its employees, officers, councillors, servants or agents.

The Tenant hereby waives against the Landlord all claims and demands of whatsoever nature or kind, whether arising directly or indirectly out of the existence of these presents or any privileges granted, or actions taken or things done by virtue hereof.

#### ASSIGNMENT AND SUB-LEASE

15. The Tenant agrees not to assign or sublet this Lease without the prior written consent of the Landlord, which consent may be withheld at the sole discretion of the Landlord.

#### NONPAYMENT OF RENT

16. Subject to the provisions herein, if and when the rent hereby reserved shall not be paid on the day appointed for the payment thereof, the Landlord shall forward notice in writing of such default to the Tenant and if the Tenant shall fail to cure such default within thirty (30) days after the receipt of such notice by the Tenant, then the term of this Lease shall immediately, at the option of the Landlord, become forfeited and determined.

TENANT'S NON-PERFORMANCE OF COVENANTS

17. In case of default, breach or non-performance of any of the covenants, agreements, obligations, conditions, terms, provisions or reservations or other clauses or sections herein contained on the part of the Tenant, or to be observed or performed by the Tenant, or in case the said term should be seized or taken on execution, or on attachment or if the Tenant shall make an assignment for the benefit of creditors or become bankrupt or insolvent, or shall take the benefit of any Act that may be enforced for bankrupt or insolvent debtors, then in any such event the said term shall, at the option of the Landlord, immediately become forfeited and void, and in every such case, the Landlord may at any time thereafter enter into and upon the lands herein demised, or any part thereof, in the name of the whole, and again have, repossess and enjoy the said lands and premises, as if these presents had not been made, together with all structures, with ownership therein, at any time erected by the Tenant upon the demised premises, without any right, claim or demand, by or on behalf of the Tenant upon the Landlord for compensation in any manner based thereon, and no acceptance of rent subsequent to any breach or default other than non-payment of rent, nor any condoning, excusing or overlooking by the Landlord, on previous occasions of breaches or defaults, similar to that for which such forfeiture arises, shall be taken to operate as a waiver of this condition, nor in any way to defeat or affect the rights of the Landlord hereunder.

REFUSE

18. The Tenant will not allow any ashes, junk, discarded or salvaged equipment, refuse, garbage or paper or other loose or objectionable material to accumulate in or about the demised premises and will, at all times, keep the demised premises in a clean, sightly and wholesome condition and will leave the demises premises upon the expiry or termination of this Lease in a clean, sightly and wholesome condition.
19. The Tenant will comply with any bylaw in the Town of Lunenburg concerning waste collection.

REALTY TAXES

20. The Tenant covenants with the Landlord to pay all applicable real estate taxes, including local improvement rates and assessments levied upon the property of the Tenant, including business occupancy charges. For further reference see Section 7 of this lease.

### TENANT'S COVENANTS

21. The Tenant further covenants and agrees with the Landlord as follows:

- a. Not to do or suffer to be done on the premises anything that may be a nuisance at law;
- b. To yield up the premises to the Landlord at the expiry of, or upon any earlier termination of, this Lease.
- c. Unless approved in writing in advance by the Landlord, (which approval may be arbitrarily withheld), not to make any further erections on or improvements to the premises, and without restricting the foregoing, not to enlarge the existing building or make any alterations thereto.

### EXPIRATION

22. 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.

### TENANT'S LIABILITY INSURANCE

23. 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 insuring all operations of the Tenant (and the Lunenburg branch) including, but not limited to, protecting the Landlord and the Tenant against liability for bodily injury and death and for damage to, and destruction of and loss of, property by reason of any occurrence or accident in, or about the leased premises, as well as contracted liability and contingent liability. Such policy shall be written on a comprehensive basis with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence (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 on an all-risk replacement basis for the Premises with respect to the occupancy by the Tenant of the Premises with a limit of not less than Two Million Dollars (\$2,000,000.00).

- c. Contents Insurance- The Tenant will procure and maintain throughout the term of the Lease or any renewal thereof Commercial Broad Form property insurance on its contents in the subject premises and the Landlord shall have first claim on the proceeds of such insurance to cover a deficiency, if any, in the said insurance claim on the premises. The Landlord shall be added as an additional insured on the policy.
- d. 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), (b) and (c) 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.
- e. Evidence of Insurance - The Tenant 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 days' 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.
- f. 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 or accident in or around the leased premises.
- g. Compliance with Landlord's Insurance  
The Tenant agrees that it and the Lunenburg Branch and their respective employees, agents, guests, 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 any insurance policies of the Landlord covering the Premises, 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 or the Lunenburg Branch or their respective employees, agents, guests, 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.

#### ENVIRONMENTAL

24. 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 or the Lunenburg Branch creates or brings to the premises 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 any other provisions of this lease and notwithstanding a degree of affixation to the premises; 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, art supplies 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 Clause 24 with respect to such substances.

ADDITIONAL CLAUSE REGARDING ENVIRONMENTAL MATTERS AND AIR  
QUALITY

25. Inconsideration 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 93 Victoria Road, 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, standards and directives including without limitation all applicable requirements of the Environment Act, S.N.S. 1994-95. C. 1 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 Clause 24 of this Lease.

B. Tenant's Investigation

- 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) The 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 premises 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 clean-up 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 or the Lunenburg Branch) 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 the Lunenburg Branch (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 of 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 the Lunenburg Branch (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 Property 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 Property 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 Property.

**COVENANTS OF THE LANDLORD:**

**THE LANDLORD COVENANTS WITH THE TENANT AS FOLLOWS:**

**QUIET ENJOYMENT**

26. The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the said premises and enjoy the demised premises for the term hereby granted without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under it, PROVIDED HOWEVER that the Landlord makes no representation or warranty as to the condition or suitability of the premises for any particular purpose.
27. The Landlord is responsible for making all exterior repairs to the premises as it determines necessary from time to time.

**MUTUAL COVENANTS**

**HOLDING OVER**

28. In the event that the Tenant remains in possession of the demised premises after the expiration of this Lease without the execution and delivery of a new Lease, it shall be deemed to be occupying the premises as a tenant from month to month and all provisions and obligations of this Lease shall apply insofar as the same are applicable to a month to month tenancy.

**DAMAGE AND DESTRUCTION**

29. If the premises shall be destroyed (or damaged) so as to render them unfit for the Tenant's (or the Lunenburg Branch's) use to the extent of more than 50% of the square footage of the premises subject to this Lease, by fire or other cause, then the Tenant or Landlord may terminate this Lease upon Thirty (30) days written notice one to the other, given within Ninety (90) days of the date of such destruction or damage. The Tenant shall thereupon immediately surrender the premises to the Landlord and rent shall be apportioned to the date of such damage or destruction.

**LANDLORD'S RESPONSIBILITY**

30. The Landlord shall not be responsible for loss or damage to the contents or property of the Tenant or the Lunenburg Branch unless caused by the negligence or wilful act of the Landlord, its agents, servants or employees.

### FIXTURES

31. Any fixtures installed in or about the demised premises by or at the expense of the Tenant, including all buildings or other structures, shall remain upon termination of the within Lease, without compensation to the Tenant therefor.
32. Without restricting the generality of the foregoing, the Navy League installed a furnace in the premises during a prior Lease thereof as well as an exterior door and a wall from floor to ceiling to define the limits of the premises being leased. Upon the expiry of the Lease or earlier termination thereof, such furnace and such wall and such door shall become the property of the Landlord without compensation to the Tenant.
33. Without restricting the generality of the foregoing, the Tenant shall obtain all permits required for its use of the premises, including, without limitation, Development Permits, Building Permits, Occupancy Permits and electrical permits.

### ENFORCEMENT BY LANDLORD

34. 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.

### REMEDIES CUMULATIVE

35. 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.

NOTICES

36. The parties hereto covenant and agree that any notice which either party may be required to or desire to give in respect of any matter or thing contained in this Lease, shall be given in writing and by mailing the same prepaid registered post, in the case of the Landlord to be directed to them at:

Attention: Manager/Clerk  
119 Cumberland Street  
P.O. Box 129  
Lunenburg, Nova Scotia BOJ 2C0

or such other address as the Landlord shall from time to time designate to the Tenant, and in the case of the Tenant to:

Lunenburg Branch of the Navy League of Canada  
c/o The Navy League of Canada  
Attention: Mr. Douglas Thomas  
The Constitution Building, Ground Floor  
305 Rideau Street  
Ottawa, Ontario KIN 9E5

-and to-

The Lunenburg Branch of the Navy League of Canada  
P.O. Box 698  
Lunenburg, Nova Scotia BOJ 2C0

or such other address as the Tenant shall from time to time designate to the Landlord. (It is understood and agreed that Notices will be sent to the National Office of the Navy League of Canada as well as the local branch at the address of the local branch above or as designated from time to time by the Tenant.) Every such notice shall be deemed to have been given on the third day following the date on which it was so mailed.

Provided that any such notice may be given by personal delivery on a principal officer of the Landlord or Tenant, in which case any such notice so delivered shall be given immediately upon delivery.

NO JOINT VENTURE

37. 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.

#### SURVIVING OBLIGATIONS

38. 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 (provided that any hazardous substance shall be the property of the Tenant as outlined in Clause 24).

#### EXPROPRIATION

39. If the entire demised premises shall be taken by expropriation or so much of the demised premises or of the appurtenances thereof or such part of the means of ingress or egress to and from the said demised premises shall be taken that it shall not be practical or feasible in the reasonable opinion of the Tenant to continue to occupy the portion not taken of the demised premises for the purposes of the Tenant's business, then this Lease shall, upon vesting of the title in the taker, its successors and assigns, terminate and all rent payable hereunder shall be adjusted to the date of such termination and any advance rent shall be refunded. In such event, to the extent that compensation is received by the Landlord with respect to the Tenant's improvements or alterations, the Landlord hereby assigns to the Tenant out of any award or compensation payable a sum equal to such portion of the said award or compensation as if referable to the Tenant's improvements or alterations. In the event that a partial taking of the demised premises by expropriation has not rendered the continued operation of the Tenant's business impractical or not feasible in the reasonable opinion of the Tenant, then the Landlord shall restore any damage to the demised premises resulting from such taking and the rent herein stipulated for shall abate proportionately. Provided nevertheless that this clause shall not apply to the expropriation by the Landlord of the leasehold interest of the Tenant.

#### TIME OF ESSENCE

40. Time shall be of the essence under this Lease and any renewal thereof save as herein otherwise specified.

BINDING EFFECT

41. This Lease shall be binding upon and enure to the benefit of the Landlord and Tenant and the successors and assigns of the Landlord and the successors and permitted assigns of the Tenant.

NUMBER AND GENDER

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

RESPONSIBILITY

43. For all purposes of this lease, any act or thing done (or omitted to be done) by the Lunenburg Branch or any of its employees, agents, invitees, licensees, guests or any other person permitted by the Lunenburg Branch to be in or about the premises or the parking lot, shall be deemed to be done (or omitted to be done as the case may be) by the Navy League.

VALIDITY

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

OTHER REPRESENTATION

45. This Lease constitutes the entire agreement between the Landlord and the Tenant and neither party is bound by any representation, warranty, promise, agreement or inducement not embodied herein.

ENTIRE AGREEMENT

46. 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(s), letter of intent, prior lease, or other contractual arrangement between the parties related to the premises or the building in existence at the time of execution of this Lease.

GOVERNING LAW

47. This Agreement shall be construed in accordance with and governed by the laws of the Province of Nova Scotia.

REGISTRATION

48. The parties hereto agree that either party may register this Lease at the Land Registration Office.

EXTENDED MEETING

49. Any and all release and indemnity clauses included in this Lease are for the benefit of the Landlord, its officers, mayor, councillors, employees and the 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.

LEGAL COSTS

50. The Tenant agrees to reimburse the Landlord for its legal costs associated with the preparation of this lease.

SIGNED, SEALED AND DELIVERED  
in the presence of:

TOWN OF LUNENBURG

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PER: **DRAFT**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PER:

Affix Municipal Seal

THE NAVY LEAGUE OF CANADA

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PER: **DRAFT**

\_\_\_\_\_  
WITNESS

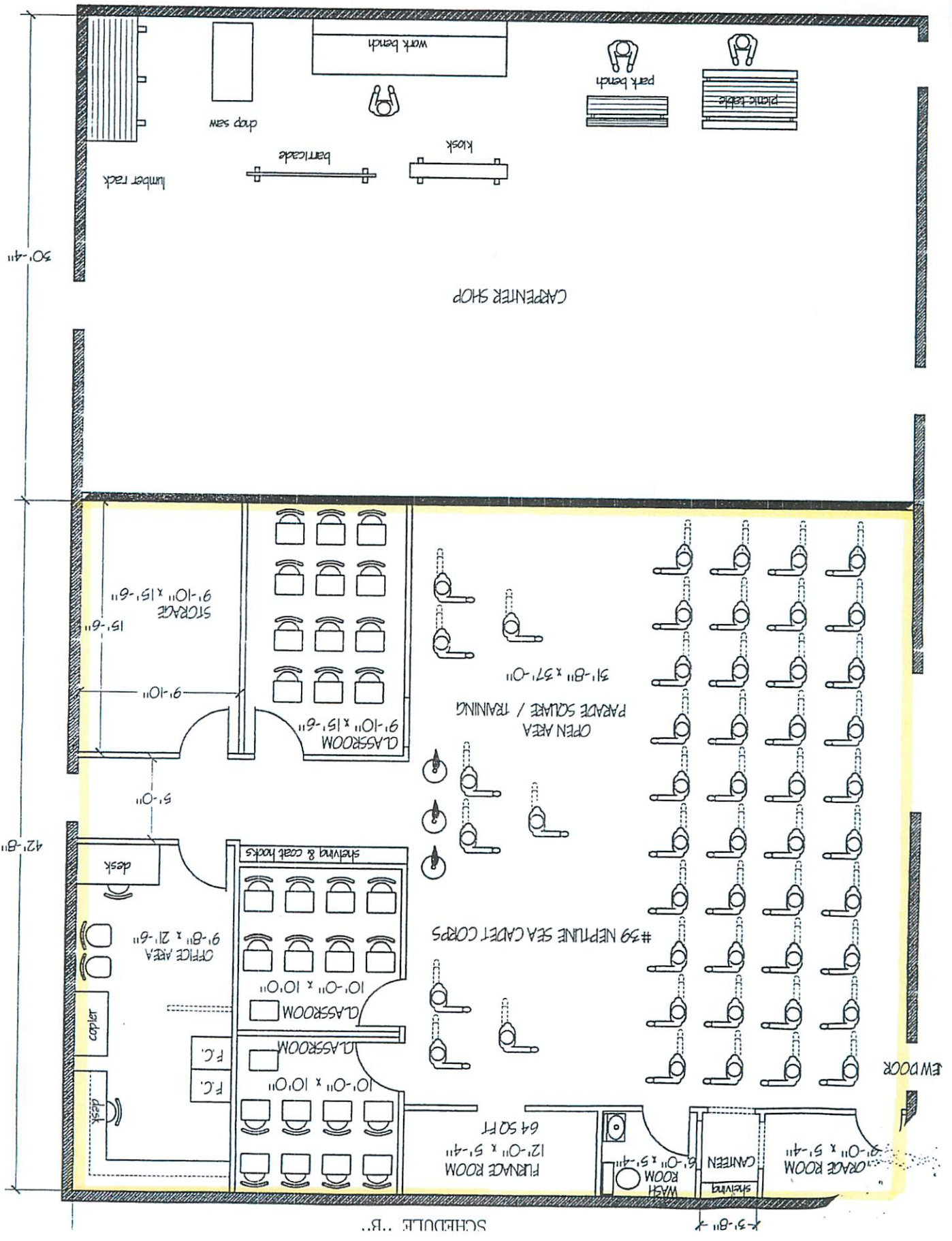
\_\_\_\_\_  
PER:

Affix Corporate Seal

**SCHEDULE "A"**

ALL and singular the western-most portion of the Annex located on the Western side of the main Blue Building at 93 Victoria Road, in the Town of Lunenburg, County of Lunenburg and Province of Nova Scotia, having an interior dimension of 52' 0" by 42' 8" with access doors as shown outlined in yellow on the sketch attached as Schedule "B" to this Lease.

BLUE BUILDING ANNEX  
SCALE: 1/8" = 1'-0"



SCHEDULE ..R..



