

TOWN OF LUNENBURG COUNCIL MEETING MINUTES

TUESDAY, APRIL 12, 2022 AT 6:00 P.M.

COUNCIL CHAMBER

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: Ann Covey, Recording Secretary
Lisa Dagley, Finance Director
Lisa Kendall, Municipal Engineer/Project Manager
Arthur MacDonald, Heritage Manager
Kevin Malloy, Interim Chief Administrative Officer
Heather McCallum, Assistant Municipal Clerk
Kathleen Rafuse, Accountant

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. Motion carried.

4. March 22, 2022 Council Meeting Minutes

Motion: moved and seconded approval of the March 22, 2022 Council meeting minutes. Motion carried.

5. Public Hearings, Presentations and Questions

a. Mobile Canteen

Amy Funk, Shore Lunch Food Truck, reviewed her presentation (Schedule A).

b. South Shore Genealogical Society

Pam Veinotte, South Shore Genealogical Society, reviewed the Hillcrest Cemetery Interpretive Signage Project presentation (Schedule B).

6. Correspondence, Petitions and Proclamations Consideration

The following correspondence is for information.

a. African Heritage Month Proclamation Fund

b. Celebrate Canada Funding Application

c. Letter from Minister of Canadian Heritage

7. Business Arising from the Minutes/Unfinished Business (Nil)

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

a. REMO Advisory Committee January 17, 2022 Meeting Minutes – for information

b. Committee of the Whole Meeting Minutes March 15, 2022

Motion: moved and seconded to approve the 2022/2023 Operating Budget for the Town of Lunenburg in the amount of \$8,697,500 (Schedule C) with the following Tax and Sewer Rates:

- Residential Tax Rate of \$1.376/\$100 of assessment
- Commercial Tax Rate of \$3.358/\$100 of assessment
- Seasonal tourist Tax Rate of \$2.519/\$100 of assessment
- Residential Sewer of \$642.98 per dwelling unit
- Non-residential Sewer of \$0.6144/\$100 of assessment
- Church Sewer of \$377.64 per quarter

Motion carried.

c. Project Lunenburg Steering Team Meeting Notes March 23, 2022

d. Protective Services Committee Meeting Minutes March 24, 2022

6:26 p.m. - Councillor Birtles declared a conflict and withdrew from the meeting to sit in the gallery.

Motion: moved and seconded that Council approve the Draft 2022/23 Protective Services Operating and Capital Budgets with proposed 50/50 funding sharing with Districts 1 & 2 Fire Commission for the replacement Rescue (02) truck and the ventilation system. Motion carried.

Motion: moved and seconded that Lunenburg Town Council and the District 1&2 Fire Commission approve that the Protective Services Committee oversee a review of the existing Service Agreement. Motion carried.

6:28 p.m. - Councillor Birtles returned to the meeting.

e. Town of Lunenburg Procedural Policy #98: Revised Committees of Council Policy

Councillor Sanford gave notice of motion that at the April 26, 2022 Council Meeting, Procedural Policy #98 *Committees of Council* be amended as presented to include volunteer selection criteria (Schedule D).

9. New Business

a. Comprehensive Community Plan (CCP) Q4 2021/22 Quarterly Report

The Assistant Municipal Clerk reviewed the report (Schedule E).

The Mayor thanked staff for their hard work and progress with CCP initiatives.

The CAO requested to defer the next CCP Quarterly Report until new processes have been established.

b. South Shore Players Signage Request

Motion: moved and seconded that Council approves the South Shore Players request to install signage within the Victoria Road right-of-way, in front of the Independent located at 143 Victoria Road, as shown in Attachment B (Schedule F) for the 2022, 2023, 2024, 2025 and 2026 calendar years for a four-week period during the months of April and May, as well as for a four-week period during the months of November and December, at the absolute discretion of Council in case the right-of-way area is required for any public purpose. Motion carried.

c. Town of Lunenburg Procedural Policy #96: Revised Council and Committee Meetings and Proceedings

Motion: moved and seconded that Procedural Policy #96 *Council and Committee Meetings and Proceedings* be amended as drafted (Schedule G), in accordance with section 19A of the Municipal Government Act. Motion carried.

d. Town of Lunenburg Procedural Policy #65: Revised Public Participation Program

Motion: moved and seconded that Council repeals the existing Public Participation Program (Policy 65) and approves the revised Planning Public Participation Program (Policy) as drafted (Schedule H). Motion carried.

e. Town of Lunenburg Bylaw #65: Proposed New Street Encroachment Bylaw

Motion: moved and seconded that Bylaw #65 *A Bylaw Respecting Street Encroachment for Building Access* be repealed and replaced by the new *Street Encroachment Bylaw* as drafted (Schedule I) with first reading hereby being given and advertised for a Public Hearing prior to holding second/final reading. Motion carried.

f. Lunenburg Arms - Application to Build King's Hotel

Motion: moved and seconded that Council approve first reading and proceed to a Public Hearing to consider the approval of a Certificate of Appropriateness for the King's Hotel located at the corner of Duke Street and Pelham Street on lands known as PID 60061199 and PID 60061181 provided the design is as shown in Attachment B (Schedule J). Motion carried.

g. Water Utility Rate Study and Universal Water Metering

Gerry Isenor, G. E. Isenor Consulting Limited, and Blaine Rooney, Blaine S. Rooney Consulting Limited reviewed the Water Rate Study and Universal Water Metering presentations respectively (Schedule K).

Motion: moved and seconded that the Town of Lunenburg apply to The Nova Scotia Utility and Review Board for changes in its rates for Water and Water Service, Fire Protection to The Town of Lunenburg and Lunenburg County and changes to its Rules and Regulations for customers served by The Lunenburg Water Utility, as set out in The Water Rate Study prepared by G.A. Isenor Consulting Limited in association with Blaine S. Rooney Consulting Limited. Motion carried.

Motion: moved and seconded that the Lunenburg Water Utility undertake a Universal Water Metering program with the roll out to begin in fiscal 23-24. Motion carried.

h. 2021/22 Capital and Operating Variance Report to February 28, 2022

The Finance Director reviewed the report for information (Schedule L).

i. Loader Tender Awarded

The Acting Town Engineer reviewed the report (Schedule M).

Motion: moved and seconded that the Used Wheel Loader RFP be awarded to Wilson Equipment Limited for the price of \$219,000 plus HST. Motion carried.

j. Mobile Canteen

Motion: moved and seconded to direct staff to prepare a report concerning the mobile vending items raised in Shore Lunch Food Truck's presentation (Schedule A). Motion carried.

k. South Shore Genealogical Association

7:34 p.m. – Councillor Ernst declared an interest and withdrew from the meeting to sit in the gallery.

Motion: moved and seconded to prepare a letter of support for the South Shore Genealogical Association’s Hillcrest Cemetery Interpretive Signage Project (Schedule B) to accompany the grant application and approve in-kind Public Works staff support to the project of up to \$2,000 for installation of the sign. Motion carried.

7:35 p.m. – Councillor Ernst returned to the meeting.

10. Meet in camera

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

- Contract negotiations
- Acquisition of municipal property
- Potential sale of municipal property
- Personnel matters

Motion carried.

Council recessed to meet in camera at 7:35 p.m.

11. Resumption of Council meeting in public session - motion to consider any in camera meeting notices of motion and/or recommendations pursuant to section 22 (3), Municipal Government Act

The public portion of the Council meeting resumed at 8:35 p.m. The following Council in camera meeting recommendations were considered by Council:

a. Location Agreement: “Washington Black”

Motion: moved and seconded that Council approve the Location Agreement for Disney production “Washington Black” as amended (Schedule N). Motion carried.

b. Town Acquisition from Her Majesty near Pumping Station

Motion: moved and seconded that:

- a) The Town shall enter into the Purchase and Sale Agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Transport attached as Schedule HMQ hereto and the Mayor and CAO / Manager/ Clerk are authorized to execute the Agreement and such other documentation reasonably necessary for the completion of the transaction (and to extend the closing date, if advisable), and to affix the municipal seal thereto (provided that the CAO alone is authorized to sign the Deed Transfer Tax Affidavit) (Schedule O). Motion carried.

10. Adjournment

The meeting was adjourned at 8:35 p.m. by the Mayor.

Ann Covey, Recording Secretary
for Kevin Malloy, Interim CAO

SHORE LUNCH FOOD TRUCK

Town of Lunenburg Vending Permit, 2022

EAT SHORE LUNCH



EATSHORELUNCH.CA

@SHORE.LUNCH

SUMMARY

I am Amy Funk, the owner and operator of Shore Lunch Food Truck. Lunenburg has been my home for 8 years now. I truly love this community and feel I have the potential to bring a lot of joy and deliciousness. Shore Lunch was conceived and built in Lunenburg with the goal of bringing unique flavours to our town's culinary landscape. I am hoping to invite some change into our town's laws that accommodate mobile vending a little bit more widely. We are recovering from a pandemic and now that restrictions have been loosened our people are craving more. They want to explore and be outside, they want excitement and new experiences, and Lunenburg has the ability to give them all of this. Our town has so much room for new business and economically it is in our best interest to be an example of what the South Shore has to offer. We are a UNESCO community and therefore wonderfully connected to the past ~ but that shouldn't keep us from being an integral part of the future.

Currently, I operate from the South Shore Surf Shop in Garden Lots and SaltBox Brewery in Mahone Bay. Mahone Bay has been very supportive and I have built a great relationship with the SaltBox Brewery. However, to ultimately be successful and to realise my dream I would like to have a location in my home community of Lunenburg. I am asking council for two items (for more details see pages 10 & 11):

1. To obtain permission to operate from town property at 94 Victoria Road with my town permit. This is within the permitting zone of commercial mixed use and is therefore allowed under the current bylaw. We would like to operate there 1-2 times a week from May-October for approximately 4 hours per day.
2. The recent bylaw change that allows mobile food vendors to operate on commercial mixed use property is a very welcome adjustment (roughly starting at the bowling alley and continuing down Victoria Road to the Train Museum). As appreciated as the new modification is, it is still very restrictive. Mobile vending in that direction affords little walk by traffic, has fewer tourists and is a distance for customers in the downtown core to walk for lunch. We would like to ask the council to explore amending the current town bylaw, enabling mobile food vendors to operate on Parks & Recreation in addition to the current Commercial Mixed Use.

Please find more details about Shore Lunch and the benefits I will bring to Lunenburg below. Thanks for your time!
~ Amy Funk



WHAT & WHO I AM

Business Description

Shore Lunch is a fashionable Food Truck providing diverse and healthy sushi on Nova Scotia's south shore. Our sushi bowls are filled with fresh local ingredients and creative flavours. We are a sustainable operation using solar and battery power as well as plastic free take-out materials while embracing social distancing and promoting outdoor activity. This trendy little kitchen-that-can is a farm to trailer conception, proudly featuring outstanding ingredients from local producers.



Personal Profile

I attended The Pacific Institute of Culinary Arts in Vancouver, BC, in 2010 where I was awarded the Canadian Chefs' Congress Eager Beaver culinary scholarship, 2011. I came to Nova Scotia in the fall of 2013 and decided to set anchor in the ebb and flow of Lunenburg knowing it still has plenty of room for unique and exciting business ventures to flourish. The sights, sounds and smells of a Nova Scotian summer are extraordinary and being a part of people's adventures through it brings me great satisfaction. I spent four of my Lunenburg years working at Lincoln Street Food for the owner and chef, Paolo Colbertaldo, where I won *Taste of Nova Scotia's 'Server of the Year' award in 2016.*

I have worked very hard during my time here to set my roots firmly and to win the trust and respect of locals. I have both invested interest in what the local consumer wants, and genuinely care what would make tourists happy. I have developed close, personal relationships with my local producers built on years of patronage, am well versed in seasonal ingredients and know how to use them with flair.

I am a young female entrepreneur. I have taken a great leap this past year ~ taking out a loan from FarmWorks to build this kitchen and business from the ground up, all during a worldwide pandemic and with a baby. I spent many years planning the perfect business to balance my talents and family. Shore Lunch is a lunch spot so I am home to put my daughter to bed at night and a sushi spot because I grew up in Vancouver and that's what I've always been moved to cook.



SERVER OF THE YEAR

Server Extraordinaire - Amy Funk (Lincoln Street Food)



The Food

My mission is to provide delicious and healthy food that brings culinary diversity to the south shore of Nova Scotia with fresh ingredients directly from local farmers. This business will be providing a much anticipated variety of flavour to the region that is both affordable and dietary friendly. The menu has been carefully created to not compete with, but to augment our vibrant culinary scene. I have heard many celiacs and vegans passing through Lunenburg exclaim that french fries and salad are the only foods they've been able to eat in their travels on the south shore. It is important to recognize the needs of diversified clientele, be they tourists or local customers, while sparking their appetite with a well loved assortment of dishes. Shore Lunch will be offering *Sushi Bowls* this year ~ a fast and exciting twist on regular rolls. There will always be a beautiful vegan option and almost everything is gluten free. I work closely with five local farms and in peak season approximately 80% of my ingredients come from within a 100 mile radius.



The Trailer

Shore Lunch is a health inspected, 120 square foot industrial kitchen on wheels that is towed by a separate truck. Its production capacity is such that it allows one week of prepared inventory to be stored ~ with 14.43 cubic feet of fridge space, 8.18 cubic feet of freezer space, and substantial dry storage. There is a propane stove, a hand washing sink and appropriate sized double dish sink. There is proper hot water, more than adequate fresh water and grey water tanks, as well as garbage, compost and recycling for both the trailer and customers. There is an ample service window, proper ventilation, commercial flooring, and it is well lit. We have our Food Establishment Permit as well as current Food Handlers Permit, Certificate of Registry and liability insurance.



ECONOMIC VALUE

We are excited to enhance the economic development of Lunenburg and get the juices flowing after a challenging two years. We strongly believe we'd be a positive addition to the business environment of Lunenburg for the following reasons:

- With the influx of new residents moving to Lunenburg from larger more eclectic cities there is even more demand for diverse flavours in our region. Shore Lunch brings big city flavours to Lunenburg in a uniquely South Shore way - farm to table ingredients, fresh seafood from the docks, colourful, healthy and affordable. Shore Lunch has delicious options for those who are vegan or gluten free. We believe that the atmosphere Shore Lunch provides makes Lunenburg a more enticing place to live and work.
- Shore Lunch is an exciting alternative to traditional dining that will expand, not replace, Lunenburg's culinary scene. Food trucks are fun and interesting. We cater to people on the go. It's quick, fresh and affordable. We want to fill bellies so folks can go back to work, back on their boat, or out to the beach. It's also great for families who are terrified to bring their kids into a restaurant. People going to dine out in one of Lunenburg's outstanding establishments will still do so, but Shore Lunch can capture those who don't have time to sit down. We can also handle the overflow from the many long lines outside of restaurants in the busy summer months.
- Shore Lunch is a destination unto itself. With only a few months operating under our belts we have collected over 2000 social media followers and acquired many local regulars. Last fall I had more customers than I can count tell me they had come from afar to visit us and eat our food ~ one person drove all the way from Moncton!
- The most unique and alluring characteristic of Shore Lunch as a food truck ~ it is absolutely gorgeous. We have an incredible 16 foot mural on both sides of our south shore style food trailer. It fits in perfectly with the Lunenburg UNESCO aesthetic and folks love to take photos in front of it.



SUSTAINABILITY

At Shore Lunch we are proud to support the worldwide movement of plastic free to-go materials ~ using all compostable packaging. This has been a huge selling point to our customers and a noticeably positive feature of our business for tourists. We are entirely green - with a lithium battery system on board as our main source of power and 4 solar panels on the roof to help keep us topped-off on the road. This low impact footprint makes us a quiet and peaceful food truck with no emissions ~ truly one of a kind.

We are also getting ready to be part of Earth Day here in Lunenburg. We have been asked by High Liner Foods to set up on their property this coming April 20th to cater for their volunteer clean-up crew. I am pleased to partner with an important local company and we look forward to partnering with other local companies to promote sustainable solutions from a business perspective.



**Renewable Resource
- Disposable -
Compostable - Eco
Friendly**

**32 oz. Classic Natural
Plant Fiber Bowl**

**Biodegradable Tableware Bowl
/ 500 Bowls Per Case**

Opaque Design - DURABLE
degradable bowls are made
from Eco Friendly and renewable
Unbleached Plant Fiber.

- Petroleum Free
- Microwave Safe
- Biodegradable
- Compostable
- Can be Refrigerated and Frozen!

Classic opaque design is perfect
for the needs and requirements
of the food service industry as
well as the individual consumer
who is concerned about the
environment.

CURRENT OPERATIONS

Our experience so far with this business has been very positive. Last fall we were parked outside Saltbox Brewery in Mahone Bay once a week, as we will be again this season. They were incredibly accommodating and charged us nothing to park on their land as we proved to be a value-added asset to their community and business. We have also felt incredibly welcomed by both Bridgewater and the Lunenburg Municipality. Bridgewater’s mobile vending bylaws provide us with a one year permit for \$200. This allows us to park anywhere there are parking metres (without having to pay them), is town owned or on private commercial property with permission from the land owners.

Our home base for Shore Lunch is at Walter Flower’s South Shore Surf Shop in Garden Lots, where we built it. We have been operating as a pre order lunch option there ~ both in December, providing holiday platters for parties, and presently. Realistically this is too far out of town and is not accessible to tourists. In order to grow our business and achieve our dream we look forward to bringing the Shore Lunch experience into Lunenburg itself.



MY REQUEST FROM COUNCIL

A. Parking on Town Property at 94 Victoria Road for 2022 Season

1. We would like to operate from town property at 94 Victoria Road. This is within the current permitting zone of commercial mixed use and therefore is allowed under the current bylaw. We would like to operate there 1-2 times a week from May-October for approximately 4 hours a day. With our close ties to the local farming community and having our produce come from five of the vendors at the Lunenburg Farmers Market we would like to take up vending there on Thursday's and possibly Friday's for the season.
2. We understand that the cost of the land-use is up to the council's discretion. As a value-adding business and positive impact on the community we would like to use the town land free of charge as we do in other towns after purchasing a town permit.



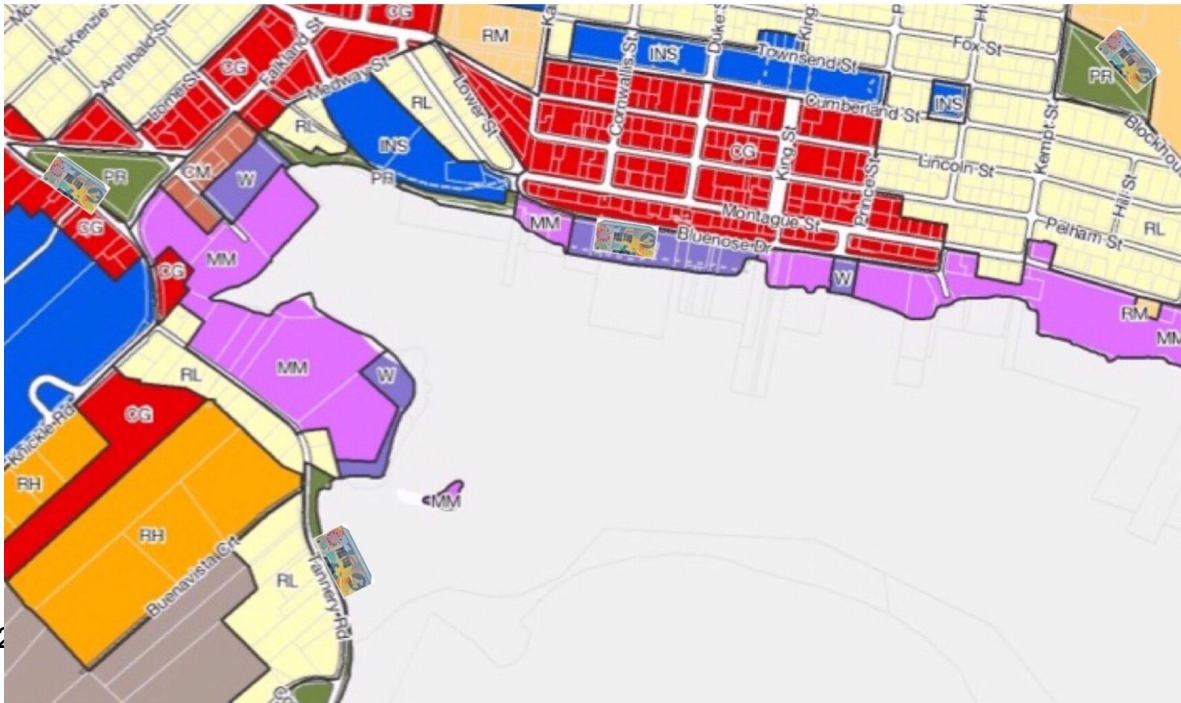
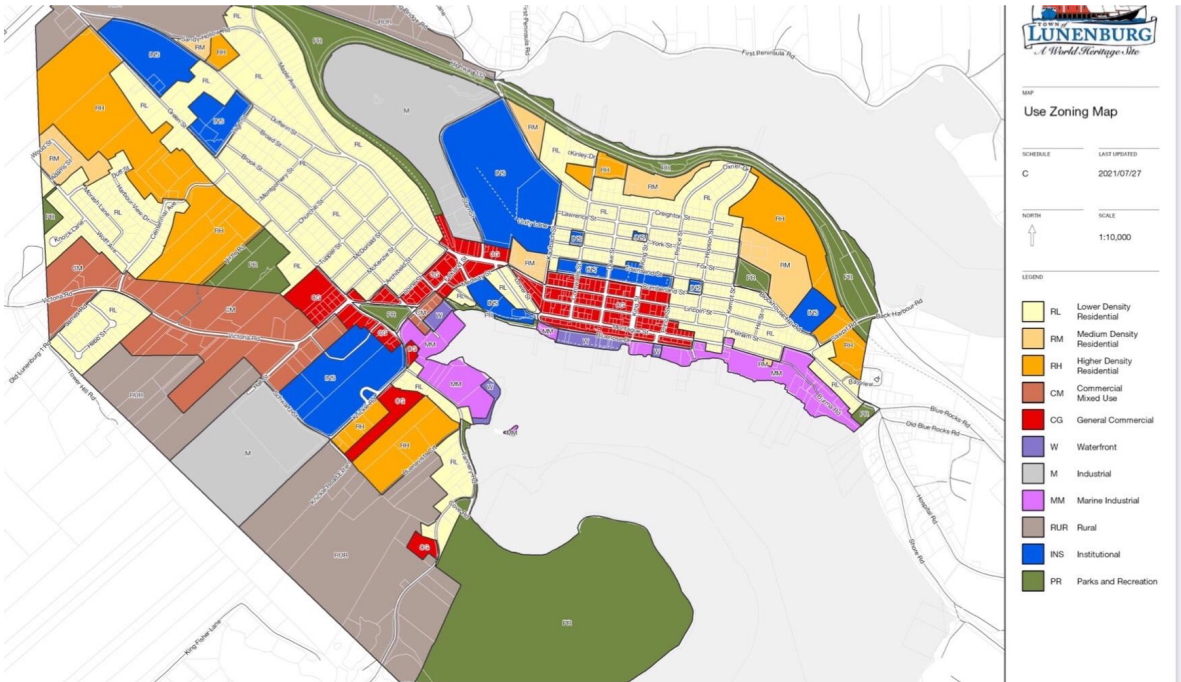
B. Amendment to current town bylaw around Mobile Vending

We were very excited to learn of the updated bylaw this past year permitting mobile vendors to park on Commercial Mixed Use land (seen on the map in brown). However, the current permissible land is outside of “Downtown Lunenburg” ~ consisting of Tim Hortons, the Independent Grocer, and gas stations etc. This area is unfortunately void of foot traffic and far from the bustle and excitement of town ~ where a food truck business would thrive. It is also unlikely that some of these businesses would agree to allow a mobile food vendor on their property, even after purchasing the town permit necessary to do so.

In light of this, we would like to offer the following points for consideration:

1. We would like to propose an in house amendment to the current town bylaw, re-examining the land-use for mobile food vendors within Lunenburg. We believe there are several locations that would benefit Shore Lunch, customers, and other businesses if mobile vending was accepted in Lunenburg as it is in other Nova Scotia towns.
2. The simplest amendment that would provide a huge benefit would be to include the Parks & Recreation zoning as a mobile vending zone. It contains several excellent locations in Lunenburg that already contain picnic benches, have ample space for a food truck to park, and are not immediately adjacent to current food establishments. This would also help draw customers to other areas than the core downtown zone. We are also suggesting that there be a limit to how many food trucks are allowed in each location at a one time, avoiding any crowding of the authorised spaces.
3. However, there are many aspects to including mobile food vendors within town limits and the existing town bylaw for mobile food vendors has but one line regarding food trucks. If Lunenburg is to truly accept mobile food vendors then a more comprehensive plan is needed. The Mahone Bay and Bridgewater mobile food vending bylaws serve as a good example of food trucks harmoniously co-existing with the local food businesses, but a made-in-Lunenburg solution is needed for our sweet little town.
4. We acknowledge how much time and effort goes into a bylaw amendment and do not take the steps involved for granted. As food truck owners we would be happy to be part of this discussion, providing feedback and suggestions when useful. We are excited to see Lunenburg’s achievements in these important next few years and would love to be a part of its future.

~ Thank you so much for your time and attention. We are very grateful for the assistance and cooperation of the town hall staff in getting us this far and hope the council also sees the potential in what we’ve brought forth ~ both for the success of Shore Lunch and the future of Lunenburg.





Hillcrest Cemetery Interpretive Signage Project

A Collaborative Project to Improve Wayfinding
& Enhance Visitor Experience



Project Context

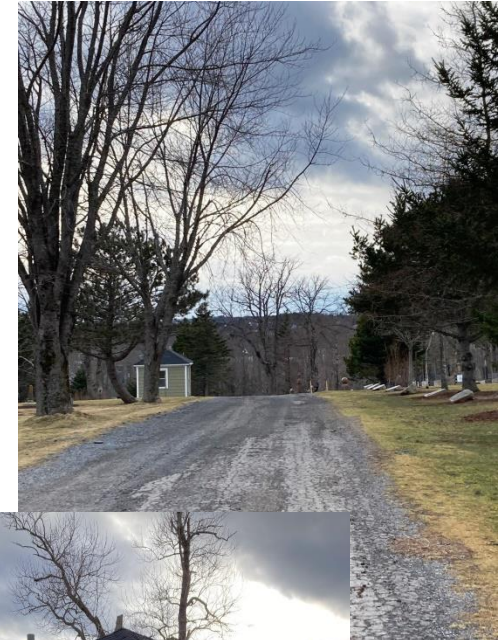
- Growing interest in genealogy
- Increased visitation to Cemetery
- Maze of sections & paths
- Lack of directional & interpretive signage
- Illegible inscriptions on many older headstones
- Town's Comprehensive Community Plan – objectives under economic development, heritage and urban design related to physical improvements, beautification, marketing, communications & identity





Project Components

- Physical enhancements (combination of signs and print material)
 - 1 large wayfinding map panel (to be attached to Cemetery building)
 - Small headstone markers identifying the oldest settlers and prominent citizens (10 to start)
- Self-guiding map/brochure & dispenser
- Collaboration with the Lunenburg Academy Foundation and other local organizations
- Contest to promote the project, the Society & partners, and encourage visitation, donations & merchandize sales





Project Budget & Funding

Total Project Budget:

\$11,484 (including contingency)

- Large map sign \$1,020
- Headstone markers (10) \$3,250
- Design & Layout \$1,800
- Map/Brochure \$471
- Installation \$2,000 (estimate)
- Miscellaneous costs (delivery, memberships for contest, taxes, etc.) \$1,899
- Contingency (10%) \$1,044

Project Funding:

25% from Society & its supporters
75% from NS Department of
Communities, Culture, Tourism &
Heritage's Strategic Development
Initiative

(Pending successful grant
application)



Project Request

From the Town of Lunenburg, we are asking for:

- **A Letter of Support** for the project to accompany our grant application
- **In-kind Support** (maximum of \$2000, associated with sign installation by Town workers)

Thank You

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**Town of Lunenburg
2022/23 Budget Summary**

	Budget 2022/23	Approved Budget 2021/22	Difference %
<i>Expenditures</i>			
General Government Services	\$ 774,000	\$ 600,900	28.8%
Other Protective Services	1,132,500	968,100	17.0%
Fire Services	714,800	698,000	2.4%
Transportation Services	1,168,300	1,027,500	13.7%
Environmental Health Services	1,523,500	1,407,000	8.3%
Environmental Development Services	666,300	636,300	4.7%
Recreation & Cultural Services	854,600	798,700	7.0%
Fiscal Services	1,863,500	1,403,400	32.8%
	<u>\$ 8,697,500</u>	<u>\$ 7,539,900</u>	<u>15.4%</u>
<i>Revenue</i>			
Property Tax Revenue, including Sewer	\$ 7,602,900	\$ 6,569,900	15.7%
<i>Non-tax Revenue</i>			
Sales of Services	191,000	133,000	43.6%
Arena & Community Centre	263,600	248,000	6.3%
Other Revenue - Own Sources	392,700	352,900	11.3%
Unconditional Transfers	50,100	50,100	0.0%
Conditional Transfers	197,200	185,200	6.5%
	<u>\$ 8,697,500</u>	<u>\$ 7,539,100</u>	<u>15.4%</u>

DRAFT

2022/23 BUDGET SUMMARY AND TAX RATES

	Approved Tax Rate	Increase (decrease) over prior year	% Change over prior year
Residential Tax Rate	\$1.376	\$0.000	0.0%
Commercial Tax Rate	\$3.358	\$0.040	1.2%
Seasonal Tourist Tax Rate	\$2.519	\$0.030	1.2%

Tax Contribution Comparison

	2017/8	2018/19	2019/20	2020/21	2021/22	2022/23
Residential	64.2%	64.5%	65.6%	64.5%	66.3%	67.0%
Commercial	34.4%	34.3%	32.8%	33.7%	31.8%	31.4%
Seasonal Tourist	1.4%	1.2%	1.6%	1.8%	2.0%	1.7%
	<u>35.8%</u>	<u>35.5%</u>	<u>34.4%</u>	<u>35.5%</u>	<u>33.8%</u>	<u>33.1%</u>

2022/23 Budget Summary

Operating

Town General Operations	\$ 8,697,500
Water Utility Operations	TBD
Electric Utility Operations	TBD
	<u>8,697,500</u>

Capital

Town Capital Projects	13,875,150
Water Utility Capital Projects	TBD
Electric Utility Capital Projects	TBD
	<u>13,875,150</u>
	<u>\$ 22,572,650</u>

	Value as Shown on Roll	For Losses On Appeals**	Subtotal	(Grants in Lieu)	Net Taxable Assessment
RESIDENTIAL					
Residential Property	\$ 274,080,300	\$ (400,000)	\$ 273,680,300	\$ 30,000	\$ 273,710,300
Resource Property	575,000	-	575,000		575,000
Total Residential	<u>274,655,300</u>	<u>(400,000)</u>	<u>274,255,300</u>	<u>30,000</u>	<u>274,285,300</u>
COMMERCIAL					
Commercial Property	45,937,000	(420,000)	45,517,000	7,098,400	52,615,400
Seasonal Tourist Business	3,768,300		3,768,300	-	3,768,300
Business Occupancy	-	-	-	-	-
Total Commercial	<u>49,705,300</u>	<u>(420,000)</u>	<u>49,285,300</u>	<u>7,098,400</u>	<u>56,383,700</u>
Total Assessment	<u>\$ 324,360,600</u>	<u>\$ (820,000)</u>	<u>\$ 323,540,600</u>	<u>\$ 7,128,400</u>	<u>\$ 330,669,000</u>

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

Tax Levy

Expenditures	\$ 8,697,500
Less: Revenue Other than Tax Revenue	2,770,500
Tax Levy	<u>5,927,000</u>

Calculation of Tax Rates

Total Net Taxable Assessment	330,669,000
General Tax Rate	<u>1.79</u>

TAX RATE CALCULATION

Tax Levy	\$ 5,927,000
Residential Assessment	274,285,300
Residential Tax Rate	\$ 1.376
Residential Tax Levy	3,774,200
Commercial Tax Levy	2,152,800
Commercial Assessment	52,615,400
Seasonal Tourist Assessment	3,768,300
Commercial Tax Rate	\$ 3.358
Seasonal Tourist Business Tax Rate	\$ 2.519

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Historical Tax Rates

	2019/20	2020/21	2021/22	2022/23	Change
Residential	\$1.351	\$1.346	\$1.376	\$1.376	0.00%
Commercial	\$3.358	\$3.318	\$3.318	\$3.358	1.20%
Seasonal Tourist	\$2.519	\$2.489	\$2.489	\$2.519	1.20%

Properties Subject to Special Tax Agreements or Legislation

	Assessment	Taxes per Rate	Prov Grant
N.S. Dept. of Education (Fisheries Museum)*	\$ 3,672,100	\$ -	\$ 5,019
N.S. Dept. of Education (Bluenose Academy)	\$ 18,468,500	\$ -	-

* The province is expected to pay a fire protection grant for the museum - \$5,019.

The Bluenose Academy is charged the non-residential sewer rate per \$100/assessment as per the Town's Sewer By-Law.

Properties Whose Grant in Lieu of Taxes Varies With Tax Rate

Provincially Assessed Properties

	Assessment	Taxes per Rate	Actual GIL
Her Majesty the Queen (Dufferin Street/DNR)	\$ 7,063,200	\$ 234,357	\$ 234,357
Her Majesty the Queen (Green Street/DNR)	12,900	\$ 428	\$ 428
N.S. Trans. & Public Works (Mahone Bay Road)	5,300	\$ 176	\$ 176
N.S. Trans. & Public Works (Green Street)	13,000	\$ 431	\$ 431
N.S. Trans. & Public Works (Linden Avenue)	4,000	\$ 133	\$ 133
Total Commercial Exempt	\$ 7,098,400	\$ 235,525	\$ 235,525
Residential Exempt:			
Her Majesty the Queen (Green Street/DNR)	\$ 30,000	\$ 413	\$ 413

	Assessment	Sewer per Rate	Actual GIL
Her Majesty the Queen (Dufferin Street/DNR)	\$ 7,063,200	\$ 43,396	\$ 43,396

Federally Assessed Properties (nil)

Comparative Property Assessments & Tax Rates

	2022 # of Taxable Accounts	2021 # of Taxable Accounts	2022 Taxable Assessment*	2021 Taxable Assessment*	Difference
Residential	1202	1197	\$ 274,285,300	\$ 246,083,000	11.46%
Commercial	176	183	52,615,400	48,888,500	7.62%
Seasonal Tourist	10	10	3,768,300	4,040,400	-6.73%
			\$ 330,669,000	\$ 299,011,900	10.59%

There are 1,202 Residential property accounts in the Town; 824 or 68.5% are capped.

* Taxable Assessment is based on an appeals allowance of 10% of actual appeals plus estimated future appeals.

Tax Revenue

	Rates	Taxes		
Residential	\$1.376	\$ 3,774,200	1% Tax Revenue =	\$ 59,270
Commercial	3.358	2,057,800	\$0.01 Additional =	33,067
Seasonal Tourist	2.519	95,000	\$0.01 Residential =	27,429
			\$0.01 Commercial =	5,638
		\$ 5,927,000		

Property Sales Statistics

	2017/18	2018/19	2019/20	2020/21	2021/22 * to Dec.31/21
Sales Value	\$ 19,412,837	\$ 22,347,378	\$ 37,706,238	\$ 52,315,647	\$ 37,786,099
# Properties	71	83	55	93	80

Seasonal Tourist Businesses

The Seasonal Tourist Business assessment class allows for qualifying businesses to be taxed at 75% of the commercial tax rate. There are currently 10 properties that qualify for this special assessment.

2022 Seasonal Tourist Assessments	\$ 3,768,300
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TOWN GENERAL - OPERATING REVENUE						
ACCOUNT #	DESCRIPTION	2022/23 BUDGET	2021/22 BUDGET	2021/22 PROJECTIONS	2020/21 ACTUAL	
TAXES						
ASSESSABLE PROPERTY						
390,600	01-1-11-1100 1	RESIDENTIAL TAXABLE ASSESSMENT	\$ 3,765,900	\$ 3,375,300	\$ 3,377,900	\$ 3,210,958
COMMERCIAL						
135,400	01-1-11-2100 1	COMM TAXABLE ASSESSMENT	1,528,600	1,393,200	1,419,000	1,442,293
(5,600)	01-1-11-2200 1	SEASONAL TOURIST BUSINESS	95,000	100,600	100,500	89,293
RESOURCE						
(2,500)	01-1-11-5100 1	RESOURCE TAXABLE ASSESSMENT	8,000	10,500	10,300	6,690
517,900			5,397,500	4,879,600	4,907,700	4,749,234
SPECIAL ASSESSMENTS						
FRONTAGE RATES						
366,600	01-1-12-9100 2	SEWER ANNUAL CHARGES	1,493,400	1,126,800	1,144,600	1,151,178
OTHER TAXES						
75,000	01-1-19-1100 3	DEED TRANSFER TAX-Capital Reserve Fund	250,000	175,000	420,000	264,441
60,000	01-1-19-1101 3	DEED TRANSFER TAX-Operating Fund	140,000	80,000	105,000	-
			1,883,400	1,381,800	1,669,600	1,415,619
BUSINESS PROPERTY						
(500)	01-1-14-2100 4	BASED ON REVENUE - BELL ALIANT	17,500	18,000	17,500	18,113
(2,000)	01-1-62-8800 4.1	HST OFFSET GRANT	20,000	22,000	19,900	24,097
			37,500	40,000	37,400	42,210
DEPARTMENT TOTAL			\$ 7,318,400	\$ 6,301,400	\$ 6,614,700	\$ 6,207,063
GRANTS IN LIEU OF TAXES						
PROVINCIAL GOVERNMENT						
200	01-1-23-1200 5	DEPT. OF TRANSPORTATION	\$ 900	\$ 700	\$ 700	\$ 637
5,100	01-1-23-1300 5	HER MAJESTY THE QUEEN	235,200	230,100	230,100	235,195
	01-1-23-1400 5	SEWER (previously included in general sewer revenue)	43,400	32,700	32,700	33,398
-	01-1-23-3100 5	FIRE PROTECTION - MUSEUM/SCHOOL	5,000	5,000	5,000	5,019
DEPARTMENT TOTAL			\$ 284,500	\$ 268,500	\$ 268,500	\$ 274,249
SALES OF SERVICES						
GENERAL GOV'T SERVICES						
-	01-1-41-0200 6	TAX CERTIFICATE FEES	\$ 5,000	\$ 5,000	\$ 6,800	\$ 7,209
-	01-1-41-0210 6	MORTGAGE COMPANY SERVICE CHARGE	4,000	4,000	3,700	3,700
			9,000	9,000	10,500	10,909
ENVIRONMENTAL HEALTH SERVICES						
(6,000)	01-1-44-0115 7	REGION 6 DIVERSION/MAP	8,000	14,000	8,000	7,566
-	01-1-44-0110	SALE OF COMPOSTAINERS	100	100	-	-
			8,100	14,100	8,000	7,566
ENVIRONMENTAL DEVELOP. SERVICES						
(1,000)	01-1-46-0100 6	ZONING PERMITS & CERTIFICATES	3,500	4,500	2,500	2,258
RECREATION & CULTURAL SERVICES						
-	01-1-47-0100	LIBRARY PHOTOCOPY REVENUE	300	300	100	145
PROTECTIVE SERVICES						
-	01-1-42-0200 6	FIRE SERVICES (RENTAL REVENUE)	100	100	100	-
TRANSPORTATION SERVICES						
5,000	01-1-43-0100 6	PW - LABOUR/EQUIPMENT (CHARGE-OUT)	30,000	25,000	30,000	37,437
60,000	01-1-43-0200 6	PARKING METER REVENUE	140,000	80,000	90,000	44,050
			170,000	105,000	120,000	81,487
			\$ 191,000	\$ 133,000	\$ 141,200	\$ 102,365
LUNENBURG WAR MEMORIAL COMMUNITY CENTRE & ARENA						
ADMISSIONS						
ARENA						
1,000	01-1-47-1030 8	PUBLIC SKATING	\$ 7,500	\$ 6,500	\$ 7,500	\$ 7,512
COMMUNITY CENTRE						
-	01-1-47-1110 9	PROGRAM FEES				
-	01-1-47-1110	Drop-in Sport Programs	3,000	3,000	4,000	3,920
2,900	01-1-47-1120	Weight Room Fees	4,000	1,100	4,000	913
(3,400)	01-1-47-1130	Fitness Classes	5,000	8,400	5,000	7,613
			19,500	19,000	20,500	19,958
RENTALS						
ARENA						
-	01-1-47-2020 10	SKATE SHARPENING	500	500	500	426
-	01-1-47-2030 11	CANTEEN CONCESSION	-	-	-	-
-	01-1-47-2040 12	MINOR HOCKEY	66,200	66,200	54,800	47,206
-	01-1-47-2050 13	HOCKEY, OTHER & PRACTICES	47,800	47,800	40,000	48,061
-	01-1-47-2070 15	SCHOOL SKATING	6,300	6,300	4,000	4,244
900	01-1-47-2080 16	OTHER SKATING	2,500	1,600	2,500	1,186
3,400	01-1-47-2090 17	SUMMER RENTALS	4,500	1,100	4,500	-
1,100	01-1-47-2091 17b	FARMER'S MARKET (SPRING/SUMMER)	6,100	5,000	5,500	6,373
700	01-1-47-2095 18	SIGN RENTALS	7,000	6,300	6,500	6,356
-	01-1-47-3060 19	VENDING MACHINE-GUMBALL	100	100	-	-
COMMUNITY CENTRE						
7,500	01-1-47-3020 20	AUDITORIUM RENTALS	17,000	9,500	17,000	12,203
1,000	01-1-47-3021 20b	FARMER'S MARKET (FALL/WINTER)	10,000	9,000	10,000	6,575
(600)	01-1-47-3030 21	MEETING ROOM/FITNESS STUDIO RENTALS	1,500	2,100	200	1,576
-	01-1-47-3040 22	GROUNDS RENTAL	1,600	1,600	1,500	1,857
			171,100	157,100	147,000	136,063

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TOWN GENERAL - OPERATING REVENUE							
	ACCOUNT #		DESCRIPTION	2022/23 BUDGET	2021/22 BUDGET	2021/22 PROJECTIONS	2020/21 ACTUAL
			RENTAL - DISTRICT SCHOOL BOARD				
1,100	01-1-47-4010	24	SCHOOL BD. RENTAL OF AUDITORIUM/GROUNDS	32,600	31,500	31,500	31,369
			GRANTS - MUNICIPALITIES				
-	01-1-47-5050	26	OPERATING GRANT - MODL	40,000	40,000	40,000	40,000
			MISCELLANEOUS REVENUE				
-	01-1-47-8010		MISCELLANEOUS	400	400	400	250
			TOTAL REVENUE - LWMCC & ARENA	\$ 263,600	\$ 248,000	\$ 239,400	\$ 227,640
			OTHER REVENUE/OWN SOURCES				
			LICENSES AND PERMITS				
-	01-1-51-4100		TAXI LICENSES	\$ 100	\$ 100	\$ 100	\$ 160
-	01-1-51-6100	31	DOG LICENSES	1,000	1,000	1,000	404
4,500	01-1-51-7100	31	BUILDING PERMITS	14,500	10,000	14,500	14,455
300	01-1-51-9100		OTHER LICENSES & PERMITS	2,300	2,000	2,200	1,540
				17,900	13,100	17,800	16,559
			FINES				
5,500	01-1-52-0100	6	FINES-PARKING METER	6,500	1,000	1,200	772
1,500	01-1-52-0200	31	FINES-COURT FINES	3,500	2,000	1,500	8,045
				10,000	3,000	2,700	8,817
			RENTALS				
-	01-1-53-0050		RENTALS - BAND STAND	1,000	1,000	900	960
(29,000)	01-1-53-0100	31	RENTALS AND LEASES	38,000	67,000	62,000	61,420
53,000	01-1-53-0110	31	RENTALS AND LEASES - Lun Academy	253,000	200,000	228,800	186,627
				292,000	267,000	291,700	248,047
			RETURN ON INVESTMENTS				
4,000	01-1-55-9100	31	BANK INTEREST	12,000	8,000	12,000	9,485
			PENALTIES & INTEREST ON TAXES				
-	01-1-56-2100	31	INTEREST ON TAXES	60,000	60,000	60,000	58,744
			MISCELLANEOUS				
-	01-1-59-0050		PIN & FLAG SALES/ETC.	500	500	800	285
-			INSURANCE SETTLEMENTS	-	-	-	803
-	01-1-59-0100	31	DONATIONS	300	300	1,300	-
				800	800	2,100	1,088
				\$ 392,700	\$ 352,900	\$ 386,300	\$ 343,700
			DEPARTMENT OF MUNICIPAL AFFAIRS				
-	01-1-62-8100	32	FOUNDATION GRANT	\$ 50,000	\$ 50,000	\$ 100,000	\$ 50,000
	01-1-62-8200		COVID SAFERESTART AGREEMENT	\$ -	\$ -	\$ -	\$ 287,930
-	01-1-62-8600		FARM PROPERTY ACREAGE	100	100	100	109
				\$ 50,100	\$ 50,100	\$ 100,100	\$ 338,039
			CONDITIONAL TRANSFERS/FED. OR PROV. GOV'TS				
			FEDERAL GOVERNMENT				
-	01-1-71-7500		CANADA DAY GRANT	\$ 800	\$ 800	\$ 800	\$ 700
			PROVINCIAL GOVERNMENT				
			PROTECTIVE SERVICES				
-	01-1-75-2500		CIVIC ADDRESSING PROV GRANT	1,000	1,000	1,000	1,000
				\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,700
			CONDITIONAL TRANSFERS/OTHER LOCAL GOV'T				
-			TRANSFER FROM RESERVES-LAFF/SURPLUS	\$ -	\$ -	\$ -	\$ 24,361
11,200	01-1-89-9900	33	DISTRICTS 1 & 2 FIRE COMMISSION	195,400	184,200	172,200	155,066
				\$ 195,400	\$ 184,200	\$ 172,200	\$ 179,427
			TOTAL REVENUE	\$ 8,697,500	\$ 7,539,900	\$ 7,924,200	\$ 7,674,183
			NON PROPERTY TAX REVENUE	\$ 2,770,500	\$ 2,221,800	\$ 2,333,000	\$ 2,391,278
			CHANGE IN NON PROPERTY TAX REVENUE	24.7%			

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NOTES TO TOWN REVENUE ESTIMATES

1. 2022-23 Tax Revenues

2022-2023 Tax Rates:

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

Historical Tax Rate Information

	Residential	Commercial
2021/22	\$1.376	\$3.318
2020/21	\$1.346	\$3.318
2019/20	\$1.351	\$3.358
2018/19	\$1.344	\$3.320
2017/18	\$1.333	\$3.286
2016/17	\$1.314	\$3.276
2015/16	\$1.314	\$3.276
2014/15	\$1.279	\$3.260
2013/14	\$1.279	\$3.260
2012/13	\$1.279	\$3.260

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

PROPOSED RATES FOR 2022/23 WITH RESERVE TRANSFER			
Classification	2022/23 Proposed Rate	2021/22 Approved Rate	Yearly Increase
Dwelling Unit	\$642.98	\$496.10	30% or \$146.88 per dwelling unit
Commercial Rate	61.44¢/100 of Assessment	47.40/100 of Assessment	30%
Churches - quarterly	\$377.64	\$291.36	30%

Sewer Revenue Contribution Comparison			
	<u>2022/23</u>	<u>2021/22</u>	<u>2020/21</u>
Residential	56.4%	56.6%	60.0%
Commercial	43.0%	42.8%	39.4%
Churches	0.6%	0.6%	0.6%

High Liner sewer rates are set by a negotiated contract.

The Sewer revenue is used to offset sewer operating costs, debt principal payment and sewer reserve transfers for future capital projects.

2022/23 Sewer Costs & Funding

Collection & Disposal Estimate	\$1,129,500
Debt Repayment – Principal (see: Fiscal Services)	83,300
Reserve Transfer (General)	38,000
Reserve Transfer (Plant Upgrade)	286,000
Total Costs	\$1,536,800

Funding (Based on 2022/23 proposed rates and 2022 assessments)

Sewer Rates	\$1,536,800
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3. #01-1-19-1100 Deed Transfer Tax

Rate is 1.5%, revenue to be allocated 1% to Capital Reserve and 0.5% to General Operations.

4. #01-1-14-2100 Grant Bell Aliant

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

4.1 #01-1-62-8800 HST Offset Grant

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

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

Federal Government

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

Provincial Government

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

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

The Town also receives a Provincial grant for Fire Protection for the Museum property.

6. Sale of Services

#01-1-41-0200 Tax Certificate Fees

Administration fee for preparation of tax certificates.

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

This revenue source was introduced in 2009/10 based on administration charges for providing additional tax bills and listings to mortgage companies. Mortgage companies require detailed listings in specific formats. The current fee for this service is \$10 per account listing. This fee should be adjusted by \$5 every five years, next increase will be in fiscal 2024/25.

#01-1-42-0200 Fire Services

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

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

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

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

Amount included is for replacement parts and batteries for approximately 240 meters. Supplies include coin wrappers and tickets. Parking Meter Revenue and Expenses – current rates approved by Council in June 2019

<u>Revenue</u>	
Parking Meters	\$130,000
Parking Fines	<u>6,500</u>
	<u>136,500</u>
<u>Expenses</u>	
Public Works labour for coin collection	4,200
Administrative labour	4,500
Repairs, maintenance & supplies	18,000
Interest on capital loan	<u>100</u>
	<u>26,800</u>
Net Revenue	<u>\$109,700</u>
By-law Enforcement costs (See: Other Protective Services Budget)	<u>\$10,000</u>

(See: Other Protective Services Budget)

Current Parking Rates as approved on June 25, 2019
\$2.00 for 60 minutes
\$1.00 for 30 minutes
\$0.50 for 15 minutes
\$0.25 for 10 minutes

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

Planning Application Fees \$750 plus \$700 advertising deposit (partially refunded at end if surplus). Rate change took place in 21-22 to better reflect the actual cost of processing an application (time, legal input, public engagement, mapping, etc.).

Zoning Confirmation Letter fees also fall under this account.

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

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

LUNENBURG WAR MEMORIAL COMMUNITY CENTRE & ARENA

After cost comparisons with other local facilities and to encourage physical activity the Recreation Director is not recommending an increase in the Community Centre and Arena for 22-23. The rate schedule is at the end of this note section.

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

Reflects revenues from public skating, adult skating and family skating. In addition to regular public skates special toonie “pop-up” skates during unused/available rental space. Recreation Director authority to approve these toonie “pop-up” skates to encourage more users.

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

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

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

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

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

Currently not rented.

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

Estimate based on 2021/22 approved rates and anticipated COVID-19 restrictions.

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

Revenues from various gentlemen hockey leagues and teams. Estimate based on 2021/22 approved rates and anticipated COVID-19 restrictions.

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

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

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

Estimate for skating rentals by local schools.

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

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

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

Rent received from various festivals and events.

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

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

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

Advertising signs in the arena per fee schedule. Any sponsorship of the Olympia is included in this account.

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

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

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

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

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

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

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

These rooms are often rented for karate and other classes.

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

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

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

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

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

The SSRCE leases from the Town, for the Bluenose Academy, soccer field, track and field, softball field and 50 parking spaces. Lease period July 1 to June 30 with annual CPI adjustments.

25. Town Grant

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

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

Year	Amount	
2018/19	\$210,033	
2019/20	\$253,344	
2020/21	\$267,349	
2021/22	\$247,800	Projected
2022/23	\$283,000	Budget

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

Each year the Municipality of the District of Lunenburg provides a grant to help offset operating deficits of the Arena. We requested \$40,000 for this fiscal year.

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

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

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

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

31. Revenue from Own Sources

N.B. - all Town fees (licenses and permits) will be adjusted by 4.1% NS-CPI.

#01-1-51-6100 Dog Licenses

Dog license revenue is estimated based on approved fees.

#01-1-51-7100 Building Permits

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

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

Fines reflect projected actuals.

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

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

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

#01-1-55-9100 Bank Interest

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

#01-1-56-2100 Interest on Taxes

Interest on taxes based on a rate of 1.5% per month.

#01-1-59-0100 Donations

Miscellaneous donations to the Town.

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

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

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

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

LUNENBURG WAR MEMORIAL COMMUNITY CENTRE & ARENA FEE SCHEDULE

**2022/23
Proposed Rates**

**Tax incl
RATE**

Community Centre

Meeting/Fitness rooms	/hr	30.00
Auditorium only - full day*		363.00
New Year's Eve*		706.00
Recreational Use - auditorium only	/hr	38.00
Recreational Use - auditorium & kitchen	/hr	48.00
Kitchen - full day		186.00

Arena Ice Time

		Resurfacers Surcharge	Base Rate
Prime	/hr	4.00	184.00
Non Prime	/hr	4.00	154.00
Youth & Schools	/hr	4.00	154.00
Mornings - not including March Break (8:00am to 12:00pm M-F)	/hr	4.00	118.00

Arena Summer Rentals

Per Hour	72.00
Per Day	694.00

Arena Sign Rentals

Display Signs (4'x8')	263.00
Ice Resurfacers Signs (per side)	789.00
In Ice Ads	280.00

Public Skating

Youth	3.00
Youth Season Pass	87.00
Adult	4.00
Adult Season Pass	112.00
Family Season Pass	151.00
Pop-up Public Skates	2.00
Skate Sharpening	5.00

Vehicle Parking

With electrical hook-up	/day	28.00
Without hook-up	/day	23.00
Commercial hook-ups	/day	35.00
Commercial without hook-ups	/day	30.00

Field Rentals

<i>Softball Field</i>	
Per season (per team)	217.00
Per game	14.00
Per season - Youth (per team)	102.00

<i>Soccer Field</i>	
Per Game	34.00
Per Season (per team)	294.00
Per Season - Youth (per team)	181.00

<i>Track</i>	
Full Day	186.00

Fitness Program	/mo	45.00
Weight Room	/mo	45.00
Weight Room - purchased in 4 month block		158.00
Weight Room - youth rate per month		10.00
Weight Room Key Deposit		40.00
Sr. Fitness	/session (15 weeks)	79.00
Drop in fee - badminton		5.00
Drop in fee - pickle ball		3.00

Bandstand

Per hour	20.00
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N.B. - Proposing no change in rates for 22-23
*Plus Socan Fees if applicable including HST = \$73.01

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

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GENERAL GOVERNMENT SERVICES EXPENDITURE BUDGET							
				2022/23	2021/22	2021/22	2020/21
	ACCOUNT #		DESCRIPTION	BUDGET	BUDGET	PROJECTIONS	ACTUAL
			GENERAL GOV'T SERVICES				
			LEGISLATIVE				
200	01-2-11-1100	1	MAYOR - HONORARIUM	\$ 9,700	\$ 9,500	\$ 9,500	\$ 9,100
500	01-2-11-3100	1	COUNCILLORS - HONORARIUM	31,700	31,200	31,200	30,600
1,000	01-2-11-3200		MAYOR & COUNCILLORS MEETING TRAVEL	1,000	-	-	11
-	01-2-11-9100	2	OTHER LEGISLATIVE EXPENSE	4,000	4,000	3,800	5,604
1,500	01-2-11-9200	3	MEETING PAY STAFF	1,500	-	-	-
15,500	01-2-11-9210	4	ANTI-RACISM SPECIAL COMMITTEE	25,000	9,500	9,500	-
-	01-2-11-9300	5	COUNCIL CONFERENCES & TRAINING	2,800	2,800	2,000	-
			SECTION TOTAL	75,700	57,000	56,000	45,315
			GENERAL ADMINISTRATIVE				
			OFFICE BUILDING				
(2,100)	01-2-12-1410	6	JANITORIAL CONTRACT	6,000	8,100	5,500	5,118
4,000	01-2-12-1420		FUEL	17,000	13,000	15,000	10,553
-	01-2-12-1430		ELECTRICITY	8,500	8,500	7,800	7,082
100	01-2-12-1440		WATER	1,100	1,000	1,100	1,126
(200)	01-2-12-1445	7	SEWER	2,100	2,300	2,300	2,369
1,200	01-2-12-1450		INSURANCE (TOWN HALL)	11,100	9,900	10,100	8,952
-	01-2-12-1460	8	JANITOR SUPPLIES	1,200	1,200	1,200	3,063
-	01-2-12-1470	9	MAINTENANCE & REPAIRS	20,000	20,000	20,000	15,896
			FINANCIAL MANAGEMENT				
500	01-2-12-2200	10	ACCOUNTING SALARIES	30,900	30,400	30,400	29,466
-	01-2-12-2700		PAYROLL ADMIN CHARGES	1,400	1,400	1,400	1,407
-	01-2-12-2800	11	BANKING CHARGES	1,800	1,800	1,800	2,177
-			INTEREST ON CAPITAL LOAN				
(600)	01-2-12-2850	12	INTEREST ON CAPITAL LOAN	-	600	600	1,105
-			LEGAL AND OTHER PROFESSIONAL FEES				
54,000	01-2-12-1500	13	SOLICITORS	60,000	6,000	10,000	9,031
(25,000)			WASTE WATER LEGAL ALLOCATION	(25,000)	-	-	-
2,000	01-2-12-2500		AUDIT FEES	8,500	6,500	6,500	6,466
20,000			HR CONSULTANT SUPPORTS	20,000	-	-	-
(38,800)	01-2-12-2501	14	ORGANIZATIONAL REVIEW	11,200	50,000	33,500	-
(9,700)	01-2-12-2502	15	POLICY AND BYLAW REVIEW	20,300	30,000	6,800	-
(5,300)	01-2-12-2503	16	PERFORMANCE INDICATORS	44,700	50,000	-	-
-			TAXATION				
34,000	01-2-12-4300	17	TAX EXEMPTIONS - INDIVIDUALS	40,000	6,000	3,000	3,933
3,300	01-2-12-4350	18	TAX EXEMPTIONS (SECTION 71)	38,200	34,900	34,700	35,287
-			COMMON SERVICES				
-	01-2-12-6000	19	ASSESSMENT COSTS	48,000	48,000	47,800	48,101
-			VALUATION AND ALLOWANCES				
-	01-2-82-1100		UNCOLLECTIBLE TAXES & SUNDRIES	-	-	-	-
-			OTHER GENERAL ADMIN. SERVICES				
1,100	01-2-12-9009	20	ACCESSIBILITY PLAN DEVELOPMENT	3,500	2,400	2,400	236
1,000	01-2-12-9010	21	ADVERTISING	1,500	500	1,500	1,754
600	01-2-12-9020		STATIONERY & SUPPLIES	2,500	1,900	2,500	2,721
-	01-2-12-9030	22	POSTAGE	2,200	2,200	2,200	2,190
-	01-2-12-9040	23	TELEPHONE	2,400	2,400	2,400	2,057
1,100	01-2-12-9050		COMPUTER MAINTENANCE	5,500	4,400	5,300	6,555
				384,600	343,400	255,800	206,645
-			SALARIES AND BENEFITS				
15,100	01-2-12-1100	24	SALARIES - CORPORATE SERVICES STAFF	122,500	107,400	101,100	100,101
			POTENTIAL NEW STAFF POSTIONS (RE-ORG)	95,000	-	-	-
1,500	01-2-19-9010	25	WORKERS COMPENSATION	6,200	4,700	4,500	4,711
2,000	01-2-19-9030	26	EMPLOYMENT BENEFITS: CPP/EI	16,400	14,400	14,000	14,326
1,000	01-2-19-9050		TOWN PENSION/RRSP	12,700	11,700	11,600	12,343
1,000	01-2-19-9060	27	MEDICAL PLAN	17,000	16,000	16,000	17,590
-	01-2-19-9070		HOLIDAY AND LONG SERVICE AWARDS	500	500	800	1,154
(5,500)	01-2-19-9090	28	OTHER EMPLOYMENT BENEFITS	6,500	12,000	20,000	14,813
				276,800	166,700	168,000	165,038
			OTHER GENERAL GOV'T SERVICES				
			ELEC. PLEB. & RATEPAYERS MEETINGS				
-	01-2-19-1100	29	ELECTIONS, PLEBISCITES, ETC.	-	-	-	33,262
			GEN. ACC. & DAMAGE LIABILITY CLAIMS				
400	01-2-19-3100		LIABILITY INSURANCE & CLAIM	8,900	8,500	8,100	7,667
			GRANTS - ORG. AND INDIVIDUALS				
-	01-2-19-5100	30	GRANTS TO ORGANIZATIONS	20,000	20,000	20,000	18,651
			OTHER GENERAL SERVICES				
2,700	01-2-19-9080	31	SUBSCRIPTIONS & MEMBERSHIPS	8,000	5,300	6,000	4,087
			DEPARTMENT TOTAL	\$ 774,000	\$ 600,900	\$ 513,900	\$ 480,665
			Budget Change	\$ 173,100			
				28.8%			

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NOTES TO GENERAL GOVERNMENT SERVICES BUDGET

All non-unionized salaries and wages in all departments have been adjusted in fiscal 2022/23 by 4.1%, NS-CPI for 2021.

1. Annual Council honorariums:

	Effective Nov. 1, 2021	Effective Nov. 1, 2022
Mayor	\$30,411	\$31,658
Deputy Mayor	\$24,327	\$25,324
Councillors	\$15,091	\$15,710

Per November 2014 motion Council honorariums are adjusted by NS-CPI for the preceding calendar year effective each November 1st.

A portion of Council Honorariums are allocated to the General Government Services budget:

	<u>Position</u>	<u>Allocation</u>
01-2-11-1100	Mayor (30%)	\$ 9,700
01-2-11-3100	Council (30%)	<u>31,700</u>
		<u>\$41,400</u>

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

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

Ads re Meetings/Appointments	\$ 500
Ads Council	500
Memorials/Flowers	500
Telephone (1/3)	1,500
Remembrance Day Wreaths	100
Council Printing/Office Supplies	<u>900</u>
	<u>\$4,000</u>

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

Staff meeting pay was eliminated in fiscal 2020/21 due to the financial constraints of COVID-19 and again in 2021/22 for the same reason. For fiscal 2022/23 meeting pay has been included in the budget. Across the organization this is a staff compensation of \$6,700.

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

4. #01-2-11-9210 Anti-Racism Special Committee

Included in this budget are:

Voting special committee member honorariums (6 x \$225/member = \$1,350)
 Permanent anti-discrimination notice signs in Town owned buildings (x15) = \$1,500
 Street (x1) renaming – street signs, wayfinding revisions = \$2,500

5. #01-2-11-9300 Council Conferences & Training

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

Total budget \$14,200

N.B. - \$11,400 allocated to the Electric and Water Utility budgets

6. #01-2-12-1410 Janitorial Contract

Includes contract costs for the Town Hall.

7. #01-2-12-1445 Sewer

Sewer rates have been budgeted at the 2022/23 proposed rates. The assessment for the Town Hall for 2022 is \$445,550. (AAN 04647327)

8. #01-2-12-1460 Janitor's Supplies

Estimate based on anticipated need.

9. #01-2-12-1470 Maintenance and Repairs – Town Hall

Test Fire Extinguishers	\$ 100
Monitor Fire Alarm & Burglar Alarm	1,300
Sprinkler System (test)	600
Furnace Maintenance (cleaning, etc.)	1,600
Clean & Repair Rain Gutters	1,400
General Building Repairs	<u>15,000</u>
	<u>\$ 20,000</u>

10. #01-2-12-2200 Accounting Salaries

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

11. #01-2-12-2800 Banking Charges

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

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

Currently there are no capital loans related to Town Hall capital projects.

13. #01-2-12-1500 Solicitors

All legal for the Town have been consolidated under the General Govt. budget. Budget amount is based on anticipated needs for the upcoming year.

14. #01-2-12-2501 Organizational Review

Organizational review – CCP Direction - Governance, CCP Section 11.1 Internal Operations (a) Undertake an organizational review that will identify changes required for enabling implementation of the CCP. MC Advisory Group have been engaged for the deliverables of this project. Work to be carried out in fiscal 21/22 and 22/23.

15. #01-2-12-2502 Policy and Bylaw Review

Policy and Bylaw Review – CCP Direction - Governance – Section 11.1 Procurement of legal and drafting services to update all policies and bylaws to reflect CCP actions. MC Advisory Group have been engaged for the deliverables of this project. Work to be carried out in fiscal 21/22 and 22/23.

16. #01-2-12-2503 Performance Indicators

CCP Direction - Governance, CCP Section 11.1 Internal Operations (e). Identify performance indicators and appropriate measurements to annually evaluate activities of the municipality. MC Advisory Group Inc. have been engaged to undertake this project. MC Advisory Group have been engaged for the deliverables of this project. Work to be carried out in fiscal 21/22 and 22/23.

17. #01-2-12-4300 Tax Exemptions – Individuals – Staff report Mar.8/22 Council Notice of Motion

Budget is based on exemption criteria and exemption levels shown below.

<u>Gross Household Income</u>	<u>Exemption</u>
\$30,000 or less	\$1,000
\$30,001 to \$35,000	\$500
\$35,001 to \$40,000	\$250
Over \$40,000	NIL

18. #01-2-12-4350 Tax Exemptions (Section 71)

Re: Municipal Government Act Section 71. These are the estimated grants under the Town's Tax Exemption By-law #43 for the exemption of taxation for the Lunenburg Swimming Pool, and Tourist Bureau. A partial exemption of the difference between Commercial and Residential rates for the Lunenburg Heritage Society Knaut Rhuland House, Lunenburg Curling Club and the Lunenburg Day Care. Based on 2022 assessments and approved 2021/22 tax rates of \$1.376 residential and \$3.318 commercial.

Lunenburg Swimming Pool	\$ 3,504
Tourist Bureau	17,151
Lunenburg Curling Club	3,929
Lunenburg Heritage Society	6,583
Lunenburg Day Care	<u>6,985</u>
	<u>\$ 38,152</u>

19. #01-2-12-6000 Assessment Services – PVSC

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

20. #01-2-12-9009 Accessibility Plan Development

The Town of Lunenburg is a member of the Lunenburg Accessibility Advisory Committee which developed an Accessibility Plan over the 2020/21 fiscal year. This cost will be shared evenly by General Government, Transportation and Recreation and Cultural Services. The Heritage Manager is the Town of Lunenburg's staff representative on this committee. The budgeted estimate for 2022/23 is last year's budget with a 4.1% CPI - \$7,500 plus \$3,000 for accessibility training for Town Staff. The total of \$10,500 is allocated to General Government, Transportation and Recreation and Cultural Services.

21. #01-2-12-9010 Advertising

Estimate based on projected need.

22. #01-2-12-9030 Postage

Estimate based on anticipated need.

23. #01-2-12-9040 Telephone

Estimate based on previous year actuals.

24. #01-2-12-1100 Salaries – Corporate Services Staff

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, Heritage, Parking Meters, Community Centre, Water and Electric Utilities.

25. #01-2-19-9010 Workers Compensation

The Town's 2022 rate is \$2.89/\$100 an increase from \$2.43/\$100 in 2021.

26. #01-2-19-9030 Employment Benefits EI and CPP

EI rates for 2022 are 1.58% of insurable earnings. The maximum contribution level has increased to \$60,300. CPP rates is 5.70% of pensionable earnings, the maximum earnings has increased to \$64,900 in 2022.

27. #01-2-19-9060 Medical Plan

Based on current rates.

28. #01-2-19-9090 Other Employment Benefits

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

29. #01-2-19-1100 Municipal Election

Next Municipal Election to be held in 2024.

30. #01-2-19-5100 Requests/Grants

Application deadline is March 31, 2022.

The listing of the approved 2022/23 Grants will be posted to the Town's website when approved by Council. <https://www.explorelunenburg.ca/finances-and-tax-rates.html>

31. #01-2-19-9080 Subscriptions and Memberships

Federation of Canadian Municipalities
Nova Scotia Federation of Municipalities
Association of NS Administrators
Lunenburg Board of Trade
Fisheries Museum of the Atlantic
Nova Scotia Town Caucus
CAO to attend AMA, FCM Conferences

OTHER PROTECTIVE SERVICES EXPENDITURE BUDGET							
				2022/23	2021/22	2020/21	2020/21
	ACCOUNT #		DESCRIPTION	BUDGET	BUDGET	PROJECTIONS	ACTUAL
			POLICE PROTECTION				
171,100	01-2-21-1000	1	RCMP	\$ 1,026,800	\$ 855,700	\$ 855,700	\$ 815,492
200	01-2-21-1100	2	DNA CASEWORK ANALYSIS (RCMP)	2,600	2,400	2,600	2,225
-			SECTION TOTAL	1,029,400	858,100	858,300	817,717
-			BY-LAW ENFORCEMENT				
-			LEGAL				
-	01-2-22-6010	3	PROSECUTING ATTORNEY	2,000	2,000	500	262
(5,500)	01-2-22-6020		TOWN OF LUNENBURG BY-LAWS - legal consolidated under General Govt for 22-23		5,500	3,500	6,729
-			SALARIES & BENEFITS				
-	01-2-22-9010	4	BY-LAW ENFORCEMENT OFFICER	10,000	10,000	5,000	-
-			TRANSFER TO CORRECTION SERVICES				
-	01-2-22-9200	5	PROVINCIAL CORRECTIONS FACILITIES	42,000	42,000	41,600	41,235
			SECTION TOTAL	54,000	59,500	50,600	48,226
-			EMERGENCY MEASURES				
800	01-2-25-1100	6	EMERGENCY MANAGEMENT PLANNING	11,800	11,000	11,000	12,528
			SECTION TOTAL	11,800	11,000	11,000	12,528
-			PROTECTIVE INSPECTIONS				
-			BUILDING INSPECTION				
-	01-2-29-2010		BUILDING INSPECTOR - CONTRACT	18,000	18,000	18,000	19,685
-	01-2-29-2040		SUPPLIES	4,600	4,600	4,600	-
100	01-2-29-2045		LIABILITY INSURANCE	500	400	400	400
(2,000)	01-2-29-2050		LEGAL SERVICES - legal consolidated under General Govt for 22-23	-	2,000	500	258
-	01-2-29-2080		ADVERTISING	100	100	-	-
			SECTION TOTAL	23,200	25,100	23,500	20,343
-			FIRE INSPECTION				
-	01-2-29-2110		FIRE INSPECTOR - CONTRACT	12,000	12,000	12,000	6,050
-	01-2-29-2130		WORKERS' COMPENSATION	-	-	-	-
-	01-2-29-2140		SUPPLIES	500	500	1,100	13
100	01-2-29-2145		LIABILITY INSURANCE	500	400	400	400
(400)	01-2-29-2150		LEGAL SERVICES - legal consolidated under General Govt for 22-23	-	400	1,800	1,335
-	01-2-29-2170		TRAINING & MEMBERSHIPS	-	-	-	1,396
-	01-2-29-2180		ADVERTISING	100	100	-	-
			SECTION TOTAL	13,100	13,400	15,300	9,194
-			ANIMAL AND PEST CONTROL				
-	01-2-29-3100		STRAY ANIMALS	1,000	1,000	100	1,032
-			OTHER				
-	01-2-29-9100		UNSIGHTLY/DANGEROUS BUILDINGS	-	-	-	1,474
			SECTION TOTAL	1,000	1,000	100	2,506
			DEPARTMENT TOTAL	\$ 1,132,500	\$ 968,100	\$ 958,800	\$ 910,514
			Budget Change	\$ 164,400			
				17.0%			

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NOTES TO OTHER PROTECTIVE SERVICES BUDGET

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

The budgeted costs as per the Provincial Police Service Agreement for five (5) officers, contribution to four (4) advisory positions and our share of the centralized dispatch service are based on the 20-year Provincial Police Service Agreement contract beginning April 1, 2012. The current percentage increase for budget purposes cannot be confirmed by the Province, however a 20% increase has been added for budgetary purposes and this increase equates to **\$171,100**.

2019/20 (1.0% increase)	\$ 794,700
2020/21 (2.6% increase)	\$ 815,500
2021/22 (4.93% increase)	\$ 855,700
2022/23 (20% increase)	\$1,026,800

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

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

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

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

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

Amount for parking enforcement.

5. **#01-2-22-9200 Provincial Corrections Facilities**

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

Municipal Costs		
2018/19	\$41,052	
2019/20	\$41,077	
2020/21	\$41,236	
2021/22	\$41,566	
2022/23	\$42,000	Budget

6. **#01-2-25-1100 Emergency Management Planning**

Equipment, Supplies, Training, Conferences and Travel	\$2,400
TMR Airtime Package	400
Cell phones	200
EMO Coordinator honorarium	1,300
Regional Emergency Management Organization	<u>7,500</u>
	\$11,800

7. **Revenue Sources**

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

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

FIRE PROTECTION EXPENDITURE BUDGET							
	ACCOUNT #		DESCRIPTION	2022/23 BUDGET	2021/22 BUDGET	2020/21 PROJECTIONS	2020/21 ACTUAL
			<u>ADMINISTRATION</u>				
-	01-2-24-1100	1	FIRE PREVENTION & ADVERTISING	\$ 1,700	\$ 1,700	\$ 1,200	\$ 1,256
200	01-2-24-1200	2	COUNCIL HONORARIUMS & STAFF MEETING PAY	4,900	4,700	4,700	3,766
100	01-2-24-1300	3	LIABILITY INSURANCE	8,500	8,400	7,600	7,652
(800)	01-2-24-1350	4	LEGAL SERVICES * - legal consolidated under General Govt for 22-23		800	800	2,909
-	01-2-24-1510	5	ASSOCIATION DUES - CHIEF & DEPUTY CHIEFS	800	800	600	210
1,800	01-2-24-1520	6	CONVENTIONS - CHIEF	1,800	-	-	-
-	01-2-24-1620		EMPLOYMENT BENEFITS	5,500	5,500	4,900	4,695
100	01-2-24-1650		MEDICAL PLAN	1,200	1,100	1,200	1,136
-	01-2-24-1700	7	OFFICE SUPPLIES & IT SERVICES	2,000	2,000	1,500	2,257
-			<u>FIRE FIGHTING FORCE</u>				
300	01-2-24-1400	8	WORKERS COMP. (Super, Substitutes & Standby)	1,700	1,400	1,400	1,187
2,500	01-2-24-1420	8	WORKERS COMP. - FIREFIGHTERS	8,900	6,400	6,000	6,570
4,900	01-2-24-2010	9	SUPERINTENDENT	59,800	54,900	54,400	50,906
-	01-2-24-2015		CAR ALLOWANCE - SUPERINTENDENT	600	600	600	554
100	01-2-24-2020	10	STORM STAND-BY	2,200	2,100	2,100	1,507
2,100	01-2-24-2030	11	HONORARIUMS - FIREFIGHTERS	52,700	50,600	50,600	50,438
-			<u>WATER SUPPLY AND HYDRANTS</u>				
-	01-2-24-5100	12	FIRE PROTECTION RATES *	331,000	331,000	330,800	340,843
-			<u>TRAINING</u>				
3,000	01-2-24-6020	13	TRAINING	20,000	17,000	15,000	10,556
-			<u>FIRE STATIONS & BUILDINGS</u>				
-	01-2-24-3010	14	TELEPHONE LINE RENTAL - ALARM	1,900	1,900	1,700	1,488
1,000	01-2-24-7010	15	ANSWERING SERVICE	10,100	9,100	10,000	9,657
1,700	01-2-24-7020	16	TELEPHONE	6,700	5,000	5,500	4,975
1,000	01-2-24-7025	17	DATA INFORMATION SYSTEMS	4,900	3,900	3,500	2,115
4,500	01-2-24-7030	18	HEATING FUEL	14,500	10,000	13,500	8,810
1,300	01-2-24-7040	19	INSURANCE - BUILDING	7,500	6,200	6,800	5,618
(2,000)	01-2-24-7050	20	ELECTRICITY	15,000	17,000	14,300	13,320
200	01-2-24-7060	21	WATER	2,500	2,300	2,500	2,092
-	01-2-24-7065	22	SEWER	9,900	9,900	9,900	10,123
-	01-2-24-7070	23	JANITOR SUPPLIES	2,500	2,500	2,500	1,737
(4,000)	01-2-24-7080	24	REPAIRS TO BUILDING	15,000	19,000	13,500	7,527
-			<u>FIRE FIGHTING EQUIPMENT</u>				
(3,700)	01-2-24-7090	25	INTEREST ON CAPITAL LOAN *	11,900	15,600	15,600	8,263
-	01-2-24-8010	26	VEHICLE/EQUIP. MAINT. CONTRACT	13,600	13,600	10,000	8,399
-	01-2-24-8020	27	GAS AND SUPPLIES	6,700	6,700	6,700	6,392
-	01-2-24-8031	28	REPAIRS #1 2015	5,000	5,000	4,000	6,729
-	01-2-24-8032	28	REPAIRS #2 2020 ENGINE	4,000	4,000	3,000	1,781
-	01-2-24-8033	28	REPAIRS #3 '10 ENGINE	5,000	5,000	4,000	7,304
-	01-2-24-8034	28	REPAIRS #4 '02 HEAVY RESCUE	1,500	1,500	1,800	1,296
-	01-2-24-8035	28	REPAIRS #5 '00 TANKER	-	-	-	68
-	01-2-24-8036	28	REPAIRS #6 '02 TANKER	4,000	4,000	3,500	1,827
-	01-2-24-8037	28	REPAIRS #7 '99 UTILITY	2,000	2,000	2,000	595
-	01-2-24-8038	28	REPAIRS #8 BOAT & TRAILER	3,000	3,000	1,000	2,100
2,500	01-2-24-8040	29	INSURANCE ON TRUCKS/EQUIPMENT	17,000	14,500	15,500	13,635
-	01-2-24-8050	30	HOSE, CLOTHING AND EQUIPMENT	16,700	16,700	16,700	14,242
-	01-2-24-8051	31	PPE - PERSONAL PROTECTIVE EQUIPMENT	12,000	12,000	12,000	12,000
-	01-2-24-8060	32	GENERAL EQUIPMENT REPAIR	7,000	7,000	5,000	3,353
-	01-2-24-8080	33	REPAIRS - RECHARGING EQUIPMENT	5,000	5,000	3,000	2,488
-	01-2-24-8090	34	RADIO AND PAGING REPAIRS	2,000	2,000	1,200	1,899
-			<u>OTHER</u>				
-	01-2-24-9040	35	MEDICAL EXPENSES	1,500	1,500	1,000	615
-	01-2-24-9045	36	FIRE FIGHTER RECOGNITION DINNER	2,500	2,500	1,500	629
-	01-2-24-9050	37	RENTAL - BLUE STORAGE BUILDING	600	600	600	600
			DEPARTMENT TOTAL	\$ 714,800	\$ 698,000	\$ 675,200	\$ 648,119
			*Non-shareable expense				
			BUDGET REVENUE	2022/23	2021/22	2020/21	2020/21
			Dist 1&2 Cost Sharing				
			Dept Total	\$ 714,800	\$ 698,000	\$ 675,200	\$ 648,119
			Less: Honorariums & Meeting Pay	(4,900)	(4,700)	(4,700)	(3,766)
			Legal	-	(800)	(800)	(2,909)
			Fire Protection Rates	(331,000)	(331,000)	(330,800)	(340,843)
			Interest	(11,900)	(15,600)	(15,600)	(8,263)
				367,000	345,900	323,300	292,338
			Dist Share @ 50%	183,500	172,950	161,650	146,169
			Add: 6.5% Administration	11,928	11,242	10,507	9,501
				\$ 195,430	\$ 184,190	\$ 172,160	\$ 155,670
			Budget Change	\$ 16,800			
				2.4%			

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NOTES TO FIRE PROTECTION BUDGET

All non-unionized salaries and wages in all departments have been adjusted in fiscal 2022/23 by 4.1%, NS-CPI for 2021.

The Town and the Municipal District 1 & 2 have a cost-sharing agreement for the Lunenburg Fire Department. This 20-year agreement renewed in February of 2021 for an additional 5-year term. The agreement automatically renews every 5 years unless one party gives a 1 year termination notice. District 1 & 2 pays 50% of the operating budget of shareable expenditures only. In addition, District 1 & 2 pays a 6.5% administration charge based on shareable expenditures less any revenue received by the Town for billable fire expenditures.

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

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

Planned advertising includes:

Burning permits, by-laws, etc.	
Fire Prevention hand out materials for schools, day-care & nursery schools	\$560
Fire Prevention radio advertisements	\$500
Sign advertisement in the bowling alley	\$180
Sign advertisement in the curling rink	\$220
Sign advertisement in the arena	\$240

The Fire Department will reimburse any costs over \$1,700 for fiscal 22-23.

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

Staff meeting pay was eliminated in fiscal 2020/21 due to the financial constraints of COVID-19 and again in 2021/22 for the same reason. For fiscal 2022/23 meeting pay has been included in the budget. Across the organization this is a staff compensation of \$6,700.

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

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

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

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

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

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

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

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

6. #01-2-24-1520 Conventions – Chief

The Town has a \$1,200 limit per individual for convention expenditures annually. In fiscal 2017/18 Council agreed to increase the chief's convention expenditures to \$1,800 to offset his attendance at two conferences and noted that any expenditures over the \$1,800 will need to be covered by the Fire Department.

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

This account includes copy paper and office supplies. This account also includes costs related to IT maintenance.

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

2022 Workers Compensation rates:	
Superintendent, Substitutes & Stand-by	\$2.89/\$100
Volunteer Fire Fighters	\$0.71/\$100

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

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

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

Substitutes are to be paid at the following rates:

\$13.35/hour (minimum wage as of April 1, 2022)

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

\$18.00/hour

- Repair and maintenance of trucks and equipment

\$20.00/hour

- Repair and maintenance of trucks by Licensed Automotive Service Technician

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

Also included is an amount for Standby Crews for storms. This labour is paid at minimum wage rate of \$13.35 per hour, effective April 1, 2022.

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

The Honorariums have been budgeted at \$52,663 distributed as follows:

Fire Department:	\$47,718	(\$45,757 + HST = \$52,620) CPI increase 4.1%
Fire Chief:	4,945	(\$4,741 + HST = \$5,452) CPI increase 4.1%
	<u>\$52,663</u>	

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

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

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

13. #01-2-24-6020 Training

In previous budgets the Town and District cost shared for training to the maximum budgeted amount and the Fire Department reimbursed any amount over the budget maximum. The Fire Department is requesting that this reimbursement requirement be eliminated.

The Fire Department Training Officer sets up training courses and sends information to Fire Hall Superintendent to complete the purchase orders for payment through this budget account. The Fire Department may change courses as required to train firefighters.

Courses may include the following:

Level I Fire Fighter Course (per member)	\$ 2,500
Officer Training Tactics	1,000
FDIC (per member)	400
D/C Chief Conference*	1,400
Thermal Imaging Camera	1,000
Rapid Intervention Team	1,000

Medical First Responders (per member)	300
Vehicle Extrication	1,000
Ice Rescue	1,000
First Aid/CPR (per member)	50
Aerial Operations	1,000
EHS Symposium (per member)	100
Safety Officer	1,000
South Shore Mutual Aid (per member)	20
Books/Videos	500
Mobile Burn Unit (per member)	300
Fall Arrest (per member)	50
Sim-U-Share Program	600
Class 3/Air Brake (per member)	100
Small Vessel Operator Proficiency (per member)	1,000
Miscellaneous (new courses)	2,000

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

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

This account includes the paging system at Lunenburg Academy (634-9405) and alarm security line.

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

Estimate based on the following, dispatch services contracted with Scotia Business, monitoring charges, and line charges.

16. #01-2-24-7020 Telephone

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

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

Radio & Repeater License	\$2,200
Computer Maintenance	1,700
I am Responding (previously Fire Q) License	1,000
	\$4,900

18. #01-2-24-7030 Fuel

Fuel estimate based on anticipated usage at projected pricing. Heat pumps were installed in the Fire Hall auditorium, club room, office and communications room in 2020/21.

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

Budget based on estimated rates.

20. #01-2-24-7050 Electricity

Based on current consumption rates and anticipated usage. Electric heat pumps were installed in the Fire Hall auditorium, club room, office and communications room in 2020/21.

21. #01-2-24-7060 Water

Estimate based on current water consumption and approved rates.

22. #01-2-24-7065 Sewer

Budgeted using 2021/22 approved rates at current assessment (AAN 08204233) of \$2,097,200.

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

Covers the cost for cleaning products and supplies. This budget has been increased due to increased cleaning required due to COVID-19 pandemic.

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

Building system tests and inspections	\$2,000
Building system repair and maintenance	3,000
Miscellaneous repairs and maintenance *	10,000
	<u>\$15,000</u>

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

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

Interest estimates on capital loans are as follows:

Project	Year	Original Loan Amount	2022/23 Interest
Pumper Fire Truck	2011/12	\$175,000	\$ 553
Aerial Ladder Truck	2015/16	\$448,887	\$5,352
Pierce Pumper/Tanker	2020/21	\$327,550	\$6,024

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

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

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

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

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

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

Includes in-house labour when working on vehicles at \$18.00/\$20.00 per hour as per note 9.

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

Budget based on estimated rates.

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

As required by the Fire Department.

In previous budgets any amount over \$16,700 was covered by the Fire Department. The Dept. is requesting the removal of this provision.

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

Firefighter turnout gear (bunker pants & coat, gloves, helmet, boot, etc.) are all to be replaced every 10 years or when it does not pass NFPA 1953 test (done by Atlantic Bunker Gear). The 10 year replacement is only done for Interior Fighting Force (Level 1 Breathing Apparatus Personal), Exterior Firefighters keep the same gear until it does not pass NFPA testing.

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

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

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

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

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

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

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

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

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

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

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

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

Annual banquet meal for Firefighters.

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

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

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

TRANSPORTATION SERVICES EXPENDITURE BUDGET

				2022/23	2021/22	2021/22	2020/21
	ACCOUNT #		DESCRIPTION	BUDGET	BUDGET	PROJECTIONS	ACTUAL
	COMMON SERVICES						
			<u>ADMINISTRATION</u>				
1,100	01-2-31-1002	1	ACCESSIBILITY PLAN DEVELOPMENT	\$ 3,500	\$ 2,400	\$ 2,400	\$ 236
900	01-2-31-1005		MEETING PAY - TRANSPORTATION SERVICES	900	-	-	-
500	01-2-31-1010	1.1	SALARY - ENGINEER	23,000	22,500	22,500	18,644
28,200	01-2-31-1011	1.2	SALARY - MUNICIPAL ENGINEER/PROJ MANAGER, previously Facility Superintendent	43,400	15,200	19,400	14,519
600	01-2-31-1015		CAR ALLOWANCE - ENGINEERS	1,200	600	600	-
500	01-2-31-1020	2	TELEPHONE & INTERNET	4,000	3,500	3,600	3,252
-	01-2-31-1030	3	SUPPLIES & COMPUTER - ENGINEER	2,500	2,500	2,000	1,635
-	01-2-31-1040	4	ADVERTISING	1,000	1,000	500	-
3,000	01-2-31-1050	5	SURVEY/APPRISALS	5,000	2,000	-	-
-	01-2-31-1300	6	LIABILITY INSURANCE	4,700	4,700	4,300	4,285
(12,000)	01-2-31-1350	7	LEGAL SERVICES - legal consolidated under General Govt for 22-23	-	12,000	20,000	7,675
15,000			SAFETY CONSULTANT	15,000	-		
-	01-2-31-1520	8	TRAVEL/SEMINARS - ENGINEER/WORK FORCE	10,000	10,000	6,000	5,429
3,400	01-2-31-1400	9	WORKERS COMPENSATION	14,400	11,000	11,000	11,420
1,700	01-2-31-1620	9	EMPLOYMENT BENEFITS: CPP/EI	36,700	35,000	35,000	27,486
400	01-2-31-1640		TOWN PENSION/RRSP	28,000	27,600	27,000	25,596
2,900	01-2-31-1650	9	MEDICAL PLAN	34,900	32,000	32,000	32,255
(9,600)	01-2-31-1660	9	OTHER BENEFITS	6,000	15,600	15,600	12,372
-			<u>GENERAL EQUIPMENT</u>				
2,000	01-2-31-3030		REPAIR TO MISCELLANEOUS EQUIPMENT	4,000	2,000	4,000	2,182
2,000	01-2-31-3040	10	REPAIRS - TRACKLESS	7,000	5,000	7,000	6,758
3,000	01-2-31-3047	10	REPAIRS - 2021 INTERNATIONAL	6,000	3,000	6,000	5,987
-	01-2-31-3042	10	REPAIRS - 2002 GMC TOPKICK	12,000	12,000	12,000	12,259
-	01-2-31-3043	10	REPAIRS - 2009 INTERNATIONAL	20,000	20,000	25,000	22,460
-	01-2-31-3044	10	REPAIRS - 2002 F150 1/2 TON now being used in Waste Water refer to that budget	-	-	-	1,049
-	01-2-31-3049	10	REPAIRS - 2008 DODGE 1/2 TON (formerly Electric Utility)	6,000	6,000	4,000	4,627
-	01-2-31-3046	10	REPAIRS - 2011 F250 3/4 TON	4,000	4,000	4,000	3,143
6,000	01-2-31-3050	11	REPAIRS - HOUGH/PAYLOADER	10,000	4,000	8,500	5,449
3,000	01-2-31-3060	12	REPAIRS - BACKHOE	7,000	4,000	15,000	12,558
-	01-2-31-3061	13	REPAIRS -2019 ASPHALT ROLLER	500	500	200	720
2,600	01-2-31-3070	14	INSURANCE ON EQUIPMENT	12,000	9,400	10,900	8,527
-	01-2-31-3080	15	TIRES, CHAINS, ETC.	6,000	6,000	6,000	2,684
9,000	01-2-31-3090	16	GAS, OIL, ANTIFREEZE, ETC.	45,000	36,000	40,000	24,467
-			<u>SMALL TOOLS AND EQUIPMENT</u>				
-	01-2-31-4100	17	TWO-WAY RADIO SYSTEM	1,000	1,000	1,000	70
500	01-2-31-4110	18	SMALL TOOLS & EQUIPMENT	5,000	4,500	4,500	1,836
-			<u>WORKSHOPS, YARDS & OTHER BLDGS.</u>				
-	01-2-31-5010		RENTAL OF ARMOURIES	1,200	1,200	1,200	1,200
-	01-2-31-5030		VICTORIA ROAD BUILDING (VRB)				
-	01-2-31-5031	19	VRB - REPAIRS & MAINTENANCE	3,000	3,000	3,700	2,666
(200)	01-2-31-5032	19	VRB - LEGAL - legal consolidated under General Govt for 22-23	-	200	1,400	1,599
800	01-2-31-5033	19	VRB - INSURANCE	4,200	3,400	3,800	3,073
200	01-2-31-5034	19	VRB - SEWER	800	600	700	663
-	01-2-31-5035	19	VRB - ELECTRIC	2,200	2,200	1,500	1,340
-	01-2-31-5036	19	VRB - WATER	500	500	500	511
-	01-2-31-5037	19	VRB - SECURITY/PHONE	1,500	1,500	1,400	1,340
				393,100	327,600	364,200	291,972
-			<u>ROADS AND STREETS</u>				
1,200	01-2-32-3110	20	SALARY - SUPERINTENDENT	39,400	38,200	38,200	38,378
31,600	01-2-32-3120	21	LABOUR - PUBLIC WORKS	231,600	200,000	215,000	164,030
-	01-2-32-3210	22	GRAVEL & STONE	5,000	5,000	5,000	8,317
-	01-2-32-3220		COLAS (ASPHALT TACK COAT)	1,000	1,000	1,200	665
-	01-2-32-3250	23	TREE MAINTENANCE	10,000	10,000	8,500	8,335
-	01-2-32-3270		CLOTHING	3,200	3,200	3,000	3,163
-	01-2-32-3280	24	INFRASTRUCTURE SUPPLIES	15,000	15,000	17,000	9,561
-	01-2-32-3281	24.1	SAFETY EQUIPMENT	3,000	3,000	1,000	-
800	01-2-32-3610	25	LABOUR - STREET CLEANING AND LEAVES	18,600	17,800	18,500	9,511
-	01-2-32-3620	25	SUPPLIES - STREET CLEANING	1,200	1,200	1,000	955
15,500	01-2-32-3700	26	LABOUR - SNOW & ICE CONTROL	64,500	49,000	56,000	23,361
-	01-2-32-3710	27	EQUIP RENTAL/CONTRACTED SNOW REMOVAL	500	500	500	259
7,000	01-2-32-3720	28	SALT (INC TRANSPORTATION)/SAND	85,000	78,000	92,000	39,862
-	01-2-32-3240	29	ASPHALT FOR PATCHING	50,000	50,000	50,000	34,863
20,000	01-2-32-3300	30	SIDEWALK REPAIRS (LABOUR & MATERIALS)	50,000	30,000	20,000	35,410
-	01-2-32-3950	31	CRACK SEALING STREETS	10,000	10,000	-	-

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TRANSPORTATION SERVICES EXPENDITURE BUDGET

				2022/23	2021/22	2021/22	2020/21
	ACCOUNT #		DESCRIPTION	BUDGET	BUDGET	PROJECTIONS	ACTUAL
-			<u>INTEREST ON LOANS</u>				
(5,700)	01-2-32-3970	32	INTEREST ON CAPITAL LOAN - ROADS/STREETS	19,000	24,700	24,700	18,528
-	01-2-32-7050	36	INTEREST ON CAPITAL LOAN-PARKING METERS	100	100	100	186
-			<u>STREET & HIGHWAY LIGHTING</u>				
1,500	01-2-32-5100	33	STREET LIGHTING	123,500	122,000	121,000	122,070
-			<u>TRAFFIC SERVICES</u>				
-	01-2-32-6030	34	PAINT STREET LINES (CONTRACTOR)	7,000	7,000	6,600	6,153
-	01-2-32-6035	34	LINE PAINTING (PW - LABOUR & MATERIALS)	6,800	6,800	500	6,376
-	01-2-32-6060	34	TRAFFIC SIGNS & POSTS	3,500	3,500	3,200	2,550
-			<u>PARKING</u>				
200	01-2-32-7015	35	LABOUR - COLLECTION	4,200	4,000	1,700	1,836
200	01-2-32-7016	35	LABOUR - ADMIN/COIN ROLLING	4,500	4,300	4,000	4,853
3,000	01-2-32-7020	36	PARKING METER SUPPLIES (INCL REPAIRS)	18,000	15,000	18,000	2,202
-	01-2-32-7030		PARKING LOT LIGHT	600	600	600	549
-			<u>PUBLIC TRANSIT</u>				
-	01-2-35-0010	37	JOINT TRANSIT	-	-		-
				775,200	699,900	707,300	541,973
			DEPARTMENT TOTAL	\$ 1,168,300	\$ 1,027,500	\$ 1,071,500	\$ 833,945
			Budget Change	\$ 140,800			
				13.7%			

NOTES TO TRANSPORTATION SERVICES BUDGET

All non-unionized salaries and wages in all departments have been adjusted in fiscal 2022/23 by 4.1%, NS-CPI for 2021.

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

The Town of Lunenburg is a member of the Lunenburg Accessibility Advisory Committee which developed an Accessibility Plan over the 2020/21 fiscal year. This cost will be shared evenly by General Government, Transportation and Recreation and Cultural Services. The Heritage Manager is the Town of Lunenburg's staff representative on this committee. The budgeted estimate for 2022/23 is last year's budget with a 4.1% CPI - \$7,500 plus \$3,000 for accessibility training for Town Staff. The total of \$10,500 is allocated to General Government, Transportation and Recreation and Cultural Services.

1.1 #01-2-31-1010 Town Engineer

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

1.2 #01-2-31-1011 Municipal Engineer/Project Manager

Approximately 50% of the Municipal Engineer/Project Manager's salary is charged to Transportation, 20% is charged to the Water Utility, 10% is charged to Environmental Health Services (Sewer), 10% is charged to the Recreation Department and 10% is charged to the Lunenburg Academy.

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

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

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

Includes:
APENS Dues
Transportation Association
Drafting Supplies
Office Supplies
Computer Repairs & Maintenance

4. #01-2-31-1040 Advertising

Includes advertising costs re: obtaining quotes/tenders.

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

Includes street surveys and appraisal fees for easements and sale of land. Anticipated increased costs for potential crosswalk survey at Victoria Road and James Road.

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

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

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

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

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

Public Works Seminars	\$5,000
Safety Training	<u>5,000</u>
	<u>\$10,000</u>

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

These costs reflect the following rates for 2022:

Workers Compensation ----- \$2.89/\$100
EI ----- 1.58%
CPP ----- 5.70%
Medical Plan ----- Rates effective January 2022.
Other Benefits ----- Includes Holiday Gifts, EAP fees and an accrual for retirement benefits per the Town's Personnel Policy and CUPE contract.

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10. #01-2-31-3040 – 3049 Repairs to Trucks and Sidewalk Plow
- To cover cost of vehicle repairs for the trackless sidewalk plow, 2021 International, 2002 GMC truck, 2009 International, 2011 Ford ¾ ton and 2008 Dodge ½ ton. These accounts include in-house labour allocations.
- 2009 International maintenance costs are very expensive, scheduled for replacement in 2024/25.
11. #01-2-31-3050 Hough/Payloader
- Estimate for required maintenance.
12. #01-2-31-3060 Repairs to Backhoe
- Backhoe purchased in 2017. Estimate for required maintenance.
13. #01-2-31-3061 Repairs to Asphalt Roller
- Asphalt Roller purchased in 2019. Estimate for required maintenance.
14. #01-2-31-3070 Insurance on Equipment
- Insurance costs are budgeted at estimated rates.
15. #01-2-31-3080 Tires, Chains, Etc.
- Estimate for new tires as required for 3 dump trucks, backhoe, trackless, loader and small vehicle fleet.
16. #01-2-31-3090 Gas, Oil, Antifreeze, etc.
- Budget estimate at anticipated consumption plus estimated fuel pricing.
17. #01-2-31-4100 Two-way Radio System
- Budget for repairs and maintenance costs.
18. #01-2-31-4110 Tools/Equipment under \$2,500
- Includes funding to purchase tools and equipment to be utilized by the department.
- Anticipated purchases:
- | | |
|-------------------|----------------|
| Metal detector x2 | \$2,000 |
| Misc. small tools | \$3,000 |
| . | <u>\$5,000</u> |
19. #01-2-31-5031 -#01-2-31-5037 Victoria Road Building-Repairs and Maintenance
- This building is used by the Town for a carpentry shop and storage. Costs include insurance, electricity, security line and maintenance.
- Rent is charged to the Water Utility, Electric Utility, Fire Department and Navy League for use of this building.
20. #01-2-32-3110 Salary - Superintendent
- Approximately 40% of the Superintendent's salary is charged to Transportation, 50% to the Water Utility and 10% appears under Environmental Health Services (Sewer).
21. #01-2-32-3120 Labour
- The labour for the Public Works department is divided among several budget categories depending on actual jobs assigned.
22. #01-2-32-3210 Gravel & Stone
- The gravel is used for shouldering and as a base for pavement.

23. #01-2-32-3250 Tree Maintenance

Have moved from contracting this service to completing in-house. Requires rental of Zoom Boom to carry out this work at a cost of approximately \$2,000/week, plus additional safety gear and tools.

24. #01-2-32-3280 Infrastructure Supplies

Includes small items such as material, paint, supplies, oxygen and acetylene for welder.

24.1 #01-2-32-3281 Safety Equipment

Hard hats, safety harnesses, hearing protection, general PPE, chain saw chaps, safety glasses, respirators, high visibility vests, etc.

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

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

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

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

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

Estimate for equipment rentals and contracted snow removal when required.

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

Based on previous winter storm experience. If there are unexpended budget monies in this account at year end a reserve transfer may be considered.

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

Estimate based on previous tonnes required and projected amounts required at current prices, both salt costs and transportation costs increased substantially in 2021/22 due to a strike with the salt supplier, it is anticipated that this price will return to normal in the future.

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

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

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

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

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

	Interest
Chipseal Schwartz St, Green St shouldering, Blue Building Roof	369
Paving Creighton Street, Mason's Beach Road	4,563
Paving Victoria Road	548
Paving Wolff Ave/Starr Street	1,112
Pave Hebb & Hopson Street	754
Street upgrades 2016/17	3,258
Backhoe	1,267
Trackless Plow	2,099
Dump Truck	3,441
Paving-Kissing Bridge Road	1,034
Roller	572
Total	\$19,017

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

Estimate based on current rates and installations.

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

Estimate for painting lines, purchasing and installing signs and posts.

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

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

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

Amount included is for replacement parts and batteries for approximately 240 meters. Supplies include coin wrappers and tickets. Parking Meter Revenue and Expenses – current rates approved by Council in June 2019

<u>Revenue</u>	
Parking Meters	\$130,000
Parking Fines	<u>6,500</u>
	<u>136,500</u>

<u>Expenses</u>	
Public Works labour for coin collection	4,200
Administrative labour	4,500
Repairs, maintenance & supplies	18,000
Interest on capital loan	<u>100</u>
	<u>26,800</u>

Net Revenue \$109,700

By-law Enforcement costs \$10,000
(See: Other Protective Services Budget)

(See: Other Protective Services Budget)

Current Parking Rates as approved on June 25, 2019
\$2.00 for 60 minutes
\$1.00 for 30 minutes
\$0.50 for 15 minutes
\$0.25 for 10 minutes

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

No amount included in the current budget for this item.

ENVIRONMENTAL HEALTH SERVICES EXPENDITURE BUDGET							
			2022/23	2021/22	2021/22	2020/21	
	ACCOUNT #		BUDGET	BUDGET	PROJECTIONS	ACTUAL	
SEWAGE COLLECTION AND DISPOSAL							
600	01-2-42-2010	2	ENGINEER & SUPERINTENDENT	\$ 42,000	\$ 41,400	\$ 39,400	\$ 39,184
4,200	01-2-42-2011	2	SALARY - MUNICIPAL ENGINEER/PROJ MANAGER, previously Facility Superintendent	8,700	4,500	4,900	4,362
700	01-2-42-2020	3	LABOUR - PUBLIC WORKS	22,500	21,800	26,100	23,371
100	01-2-42-2023	4	COUNCIL HONORARIUMS	2,800	2,700	2,700	2,438
1,700	01-2-42-2025	5	FRINGE BENEFITS	12,100	10,400	9,000	6,920
-	01-2-42-2027	6	PW STAFF TRAINING AND TRAVEL	2,000	2,000	100	4,145
-	01-2-42-2030	7	MATERIALS AND SUPPLIES	20,000	20,000	15,000	25,979
-	01-2-42-2031	7.1	CATCH BASIN CLEANING	40,000	40,000	33,200	20,857
-	01-2-42-2035		COMPUTER MAINTENANCE	3,500	3,500	3,500	31
-	01-2-42-2040		LEGAL COSTS - legal consolidated under General Govt for 22-23	25,000	25,000	20,000	39,409
SEWAGE LIFT STATION							
(2,200)	01-2-42-3010	8	ELECTRICITY	47,000	49,200	45,700	44,205
3,100	01-2-42-3018	11	WRO LIFT STATION MAINTENANCE	15,300	12,200	100	-
25,000	01-2-42-3020	9	MAINTENANCE (MATERIALS & LABOUR)	55,000	30,000	55,000	24,371
5,000	01-2-42-3021	9.1	LIFT STATION CLEANING	30,000	25,000	17,500	-
(1,200)	01-2-42-3030		INSURANCE - PUMPING STATIONS	2,500	3,700	2,300	3,400
-	01-2-42-3031	9.2	REPAIRS/MAINTENANCE-2005 Chev 1/2 ton (now being used by Water Utility)	-	-	-	1,880
(3,000)	01-2-42-3032	9.2	REPAIRS - 2002 F150 1/2 TON	3,000	6,000	2,500	-
-		10	SEWAGE TREATMENT PLANT				
51,100	01-2-42-4010	11	SALARY - TREATMENT PLANT	162,900	111,800	105,900	102,673
-	01-2-42-4025	11.1	PROCESS ENGINEERING SUPPORT FOR WWTP	30,000	30,000	30,000	23,453
8,800	01-2-42-4020	12	EMPLOYEE BENEFITS - TREATMENT PLANT	35,500	26,700	26,000	29,461
-	01-2-42-4035	13	TRAINING, TRAVEL AND MEMBERSHIPS	6,000	6,000	4,500	2,876
200	01-2-42-4040		OFFICE SUPPLIES	500	300	500	337
1,000	01-2-42-4050	15	CLOTHING	2,500	1,500	2,000	457
800	01-2-42-4060	16	JANITOR CONTRACT/SUPPLIES	2,800	2,000	2,600	916
100	01-2-42-4100	17	PUBLIC WORKS DEPT. - LABOR	2,100	2,000	1,500	823
3,000	01-2-42-4110	18	ELECTRICITY	231,000	228,000	228,000	219,436
-	01-2-42-4120		TELEPHONE/INTERNET/CELL PHONE/MODEM	4,500	4,500	4,000	4,006
6,400	01-2-42-4130	18.1	WATER	31,400	25,000	31,000	23,832
-	01-2-42-4150	18.2	BUILDING/YARD MAINTENANCE	20,000	20,000	10,000	20,414
3,300	01-2-42-4160		INSURANCE	17,700	14,400	16,100	13,100
-	01-2-42-4200	19	LABORATORY EQUIP, TESTING & SUPPLIES	15,000	15,000	15,000	13,006
5,000	01-2-42-4210	19.1	CHEMICALS	40,000	35,000	39,000	36,332
-	01-2-42-4220	20	SLUDGE DISPOSAL -TRUCKING FEES	27,000	27,000	25,500	27,015
6,000	01-2-42-4225	21	SLUDGE DISPOSAL - LAGOON/COMPOST FEES	68,000	62,000	66,600	64,663
-	01-2-42-4240	22	UV LAMP/PROBE REPLACEMENT	4,000	4,000	4,000	3,457
-	01-2-42-4250		SMALL TOOLS & EQUIPMENT combined with Small Capital Equipment Account	-	-	-	1,023
-	01-2-42-4260		EQUIPMENT MAINTENANCE	55,000	55,000	49,000	16,395
(700)	01-2-42-4300	23	SMALL CAPITAL EQUIPMENT	9,800	10,500	10,000	10,641
-	01-2-42-4302	23.1	BIOFILTER MEDIA RESERVE	11,500	11,500	11,500	11,500
-	01-2-42-4303		WWTP OPERATING MANUAL	-	-	-	12,514
INTEREST ON SEWER LOANS							
(2,700)	01-2-42-4170	24	INTEREST ON CAPITAL LOAN	20,900	23,600	23,600	23,849
			1,129,500	1,013,200	983,300	902,731	
GARBAGE & WASTE COLLECTION AND DISPOSAL							
ADMINISTRATION							
-	01-2-43-1100	25	COUNCIL HONORARIUMS	1,400	1,400	1,400	1,439
-	01-2-43-1120	26	ADVERTISING/CALENDAR	1,000	1,000	900	837
(5,000)	01-2-43-1200		LEGAL SERVICES - legal consolidated under General Govt for 22-23	-	5,000	2,000	6,785
GARBAGE AND WASTE COLLECTION							
4,900	01-2-43-2010	27	CONTRACT	221,500	216,600	216,600	205,704
300	01-2-43-2020		LABOUR - PUBLIC WORKS	5,300	5,000	1,500	2,465
-	01-2-43-2025	28	GARBAGE COLLECTION SUPPLIES	2,000	2,000	2,000	2,267
-	01-2-43-2030	29	PUBLIC EDUCATION/OTHER	500	500	-	50
INTEREST ON WASTE DISPOSAL LOANS							
-	01-2-43-2050	30	INTEREST ON CAPITAL LOAN	-	-	-	-
RECYCLING AND OTHER GARBAGE DISPOSAL COSTS							
-	01-2-43-5010	31	RECYCLING, COMPOST AND WASTE DISPOSAL	155,000	155,000	155,000	144,676
-	01-2-43-5025	32	LANDFILL SITE & WELL MONITORING	5,300	5,300	5,300	3,057
-	01-2-43-5030	33	REGION 6 MUNICIPAL CONTRIBUTION	2,000	2,000	2,000	1,997
			394,000	393,800	386,700	369,277	
			DEPARTMENT TOTAL	\$ 1,523,500	\$ 1,407,000	\$ 1,370,000	\$ 1,272,008
			Budget Change	\$ 116,500			
			8.3%				

NOTES TO ENVIRONMENTAL HEALTH SERVICES BUDGET

All non-unionized salaries and wages in all departments have been adjusted in fiscal 2022/23 by 4.1%, NS-CPI for 2021.

1. Sewer Annual Charges

PROPOSED RATES FOR 2022/23 WITH RESERVE TRANSFER			
Classification	2022/23 Proposed Rate	2021/22 Approved Rate	Yearly Increase
Dwelling Unit	\$642.98	\$496.10	30% or \$146.88 per dwelling unit
Commercial Rate	61.44¢/100 of Assessment	47.4/100 of Assessment	30%
Churches - quarterly	\$377.64	\$291.36	30%

Sewer Revenue Contribution Comparison			
	<u>2022/23</u>	<u>2021/22</u>	<u>2020/21</u>
Residential	56.4%	56.6%	60.0%
Commercial	43.0%	42.8%	39.4%
Churches	0.6%	0.6%	0.6%

High Liner sewer rates are set by a negotiated contract.

The Sewer revenue is used to offset sewer operating costs, debt principal payment and sewer reserve transfers for future capital projects.

2022/23 Sewer Costs & Funding

Collection & Disposal Estimate	\$1,129,500
Debt Repayment – Principal (see: Fiscal Services)	83,300
Reserve Transfer (General)	38,000
Reserve Transfer (Plant Upgrade)	286,000
Total Costs	\$1,536,800

Funding (Based on 2022/23 proposed rates and 2022 assessments)

Sewer Rates	\$1,536,800
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2. #01-2-42-2010 Engineering and Superintendence

This represents 30% of the Town Engineer’s salary, 10% of the Municipal Engineer/Project Manager’s salary and 10% of the Superintendent’s salary.

3. #01-2-42-2020 Labour

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

4. #01-2-42-2023 Council Honorariums

Based on a portion of Council Honorariums.

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

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

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

This budget is for waste water collection and treatment courses.

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

This includes materials used for maintenance of sanitary and storm sewers, as well as video inspection and cleaning of sewer lines. The cleaning of catch basins has been allocated to a separate account, see 7.1 below. Increase in this budget based on past experience.

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

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

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

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

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

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

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

Included in the Lift station maintenance budget is the cost for semi-annual preventative maintenance inspections by pump supplier.

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

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

Staff are recommending all lift stations be hydro-vac cleaned once a year.

9.2 #01-2-42-3032 Repairs/Maintenance-2002 F150 ½ Ton

Replacement vehicle was ordered in September 2021 and it is anticipated that we will receive in the Spring 2022.

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

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

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

The Water Resource Operator complement of staff has increased from 1.5 FTE to 2.0 FTE for the Waste Water operations. A portion of these additional resources will be used to increase the time spent Lift Station preventative maintenance program, LS property maintenance, and waste water collection system by-law enforcement.

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

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

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

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

13. #01-2-42-4035 Training, Travel and Memberships
Training and travel for WROs and PW Superintendent for waste water certification courses.
15. #01-2-42-4050 Clothing
Estimate for clothing as per union contract.
16. #01-2-42-4060 Janitorial Contract and Supplies
Includes janitorial contract and cleaning supplies.
17. #01-2-42-4100 Public Works Dept. - Labour
This account has been set up for required Public Works labour at the sewage treatment plant.
18. #01-2-42-4110 Electricity
Estimate based on anticipated consumption at current consumption rates.
- 18.1. #01-2-42-4130 Water
Estimate based on anticipated consumption at current consumption rates.
- 18.2. #01-2-42-4150 Building/Yard Maintenance
Budget is necessary to keep up with necessary repairs and maintenance at the Waste Water Treatment Plant. It should be noted that equipment is very specialized and can be required to be explosion proof in certain locations in the plant, this type of equipment is very costly.
19. #01-2-42-4200 Laboratory Equipment Testing & Supplies
The estimate for testing required by Environment Canada. Under the Waste Water and Effluent regulations, the waste water has to be tested in an accredited lab for CBOD, total suspended solids, ammonia, PH and acute lethality.
- 19.1. #01-2-42-4210 Chemicals
Based on annual average usage at projected pricing levels. Increased for anticipated inflation.
20. #01-2-42-4220 Sludge Disposal Trucking Fees
Trucking estimates are for weekly dumping of the sludge bin, and necessary loads of watered sludge to sewage lagoons. 2021/22 fees were \$240 per load for watered sludge and \$139.05 per load for dewatered sludge. Watered sludge will only be created when the de-watering press is down for maintenance because we have limited storage for wet sludge. These loads will be sent to the Lunenburg Regional Community Recycling Centre in Whynott's Settlement operated by the Municipal Joint Services Board. The budget also includes sludge disposal from annual cleaning of channel aeration building and bi-annual cleaning of process room channel. Other disposal options will be considered as they become available. Budget increased for anticipated inflation.
21. #01-2-42-4225 Sludge Disposal Tipping Fees
All sludge (de-watered and watered) will be disposed of at the Lunenburg Regional Community Recycling Centre in Whynott's Settlement. De-watered sludge must be composted. The tipping fee was \$149/MT. Watered sludge will be disposed of in the lagoons for a tipping fee of \$44.10/MT (2020/21 rates), which may be subject to change. Budget increased for anticipated inflation.
22. #01-2-42-4240 UV Lamp/Probe Replacement
UV bulbs have a recommended life cycle of 12,000 hours and are replaced as required.

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

WWTP – Small Capital	
pH Probe for daily testing	\$1,100
VT Scada upgrades	2,100
DP Replacement Caps	900
Conductivity probe for lab	1,100
HQ2200 portable multi-meter	2,100
New printer	2,100
Miscellaneous	400
Total	<u>\$9,800</u>

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

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

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

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

25. #01-2-43-1100 Council Honorariums

Based on a portion of Council Honorariums.

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

Based on estimated costs.

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

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

	2018/19	2019/20	2020/21	2021/22	2022/23
Annual Cost excl. HST	\$218,856	\$218,856	\$203,287	\$207,653	\$212,386
Cost net of HST rebate	\$228,236	\$228,236	\$212,000	\$216,553	\$221,490

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

Includes purchase of garbage bags, aerated carts, and street collection containers. Budget increase based on recent experience.

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

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

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

See: Fiscal Services budget notes for details.

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

Estimate based on contract with the Municipality of the District of Chester for tipping fees at Kaizer Meadow. Annual tipping fees increase by the lesser of 2.5% or NS CPI in the previous calendar year (4.1% in 2021).

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

	Chester 2022/23	Chester 2020/21	Chester 2019/20	Chester 2018/19	Chester 2017/18	Chester 2016/17
	Rates per Tonne	Tonnage	Tonnage	Tonnage	Tonnage	Tonnage
Waste Type						
Recyclables (Blue Bag)	\$269.39	103.20	101.62	96.17	105.38	109.07
Compost	\$180.74	375.53	327.70	346.73	347.65	362.41
Leaf & Yard Waste	\$40.39	0.64	4.21	3.46	2.56	3.21
Refuse (Black Bag)	\$81.03	323.81	287.61	313.36	310.92	282.20
Cardboard	\$269.39	99.09	112.34	108.71	120.97	130.20
Special(Clean-up/other)	\$96.46	25.88	106.94	91.31	93.03	90.97
Wood	\$37.36	2.95	6.55	0.96	7.51	10.87
TOTAL TONNES		931.10	946.97	960.70	988.02	988.93

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

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

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

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

ENVIRONMENTAL DEVELOPMENT SERVICES EXPENDITURE BUDGET						
	ACCOUNT #	DESCRIPTION	2022/23 BUDGET	2021/22 BUDGET	2021/22 PROJECTIONS	2020/21 ACTUAL
PUBLIC HEALTH AND WELFARE SERVICES						
PUBLIC HEALTH						
800	01-2-51-1000	1 TRANSFER TO CEMETERY	\$ 22,600	\$ 21,800	\$ 12,400	\$ 34,586
HOUSING						
1,700	01-2-52-1000	2 REGIONAL HOUSING CORPORATION	31,000	29,300	31,000	49,712
ENVIROMENTAL PLANNING & ZONING						
200	01-2-61-1050	3 COUNCIL & COMMITTEE HONORARIUMS	9,700	9,500	9,500	7,931
28,700	01-2-61-1070	4 SALARY - PLANNING	102,000	73,300	63,200	74,150
5,400	01-2-61-1080	4 BENEFITS - PLANNING	20,000	14,600	6,400	10,518
(2,300)	01-2-61-1081	4 DEVELOPMENT OFFICER/PLANNING TECH/GIS TECH - SALARY	61,700	64,000	27,800	-
2,600	01-2-61-1082	4 DEVELOPMENT OFFICER/PLANNING TECH/GIS TECH - BENEFITS	15,400	12,800	7,500	-
(2,400)	01-2-61-1083	4 SUPPORT COSTS FOR DEV OFFICER/PLANNING TECH/GIS TECH, includes computer, software & supplies-GIS System	4,000	6,400	9,500	-
100	01-2-61-1090	5 MEMBERSHIP FEES	1,000	900	500	967
1,500	01-2-61-1095	6 TRAINING	1,500	-	-	-
-	01-2-61-1120	7 TRAVEL	500	500	-	-
-	01-2-61-1100	8 ADVERTISING & MISC. EXPENSES	4,000	4,000	4,000	1,508
(1,000)	01-2-61-1130	8 STATIONARY & SUPPLIES	1,500	2,500	2,000	1,509
(1,600)	01-2-61-1135	8 COASTAL PROTECTION ACT	-	1,600	-	-
(200)	01-2-61-1145	8 HOUSING COMMUNICATION PROTCOL	-	200	-	-
-	01-2-61-1147	8 SKETCH UP PRO	400	400	-	-
-	01-2-61-1148	8 MAPPING INVENTORY	1,000	1,000	-	-
-	01-2-61-1160	8 CCP PRINTING	600	600	-	-
-	01-2-61-1165	8 IT	2,500	2,500	1,500	-
20,000	NEW ACCT #	HOUSING RENTAL RATE STUDY	20,000	-	-	-
(8,800)	01-2-61-1300	9 LEGAL COSTS - PLANNING - legal consolidated under General Govt for 22-23	-	8,800	17,500	4,562
			245,800	203,600	149,400	101,145
OLD FIRE HALL, 40 DUKE STREET						
(200)	01-2-62-9050	10 PROPERTY TAX	2,900	3,100	2,900	3,029
(4,300)	01-2-62-9100	11 FUEL	5,500	9,800	7,300	7,019
300	01-2-62-9200	12 INSURANCE	3,700	3,400	3,400	3,100
(1,000)	01-2-62-9300	13 ELECTRICITY	3,000	4,000	4,000	3,509
(300)	01-2-62-9400	14 WATER	300	600	600	598
(200)	01-2-62-9500	15 SEWER	2,000	2,200	2,000	2,264
(1,500)	01-2-62-9599	FACILITY SUPERINTENDENT	-	1,500	1,400	1,454
(3,000)	01-2-62-9600	16 REPAIRS TO BUILDING (previously included legal)	1,000	4,000	2,000	2,194
(400)	01-2-62-9601	INTEREST ON CAPITAL LOAN	700	1,100	1,100	1,257
(2,400)	01-2-62-9602	LEGAL FEES - legal consolidated under General Govt for 22-23	-	2,400	4,100	4,905
			19,100	32,100	28,800	29,329
CN STATION, 18 DUFFERIN						
400	01-2-62-9720	17 FUEL	2,900	2,500	1,800	1,257
300	01-2-62-9730	19 INSURANCE	3,000	2,700	2,700	2,467
-	01-2-62-9740	20 ELECTRICITY	2,600	2,600	2,600	2,325
-	01-2-62-9750	21 WATER	500	500	400	392
-	01-2-62-9760	22 SEWER	1,500	1,500	1,500	1,544
-	01-2-62-9765	22 PROPERTY TAXES	10,600	10,600	10,600	10,614
(1,500)	01-2-62-9769	FACILITY SUPERINTENDENT	-	1,500	1,400	1,454
-	01-2-62-9770	23 REPAIR AND MAINTENANCE	3,000	3,000	1,600	246
(400)	01-2-62-9771	LEGAL - legal consolidated under General Govt for 22-23	-	400	200	258
			24,100	25,300	22,800	20,557
LUNENBURG ACADEMY, 97 KAULBACH STREET						
(15,000)	01-2-62-9801	24 DEVELOPMENT COORDINATOR CONTRACT - Grant	-	15,000	15,000	15,000
1,400	01-2-62-9805	25 CUSTODIAL SERVICES CONTRACT	8,000	6,600	8,800	5,020
4,000	01-2-62-9807	25 WAGES & BENEFITS (PW LABOUR)	7,800	3,800	3,800	209
-	01-2-62-9820	26 CONSULTING FEES	-	-	-	-
(12,000)	01-2-62-9822	27 LEGAL FEES - legal consolidated under General Govt for 22-23	-	12,000	9,000	14,315
-	01-2-62-9830	28 TELEPHONE/ALARM SYSTEM	2,000	2,000	700	662
-	01-2-62-9840	29 ADVERTISING	1,000	1,000	100	-
11,000	01-2-62-9850	30 FUEL	46,000	35,000	42,000	33,491
2,600	01-2-62-9855	31 INSURANCE	30,800	28,200	27,900	25,600
-	01-2-62-9860	32 ELECTRICITY	12,800	12,800	12,500	12,084
-	01-2-62-9865	33 WATER	2,500	2,500	2,200	2,150
-	01-2-62-9870	34 SEWER	6,600	6,600	6,600	7,243
(300)	01-2-62-9872	34 PROPERTY TAXES (previously 100% commercial exempt)	27,300	27,600	27,600	30,084
(10,300)	01-2-62-9879	MUNICIPAL ENGINEER/PROJ MANAGER, previously Facility Superintendent	8,700	19,000	13,500	18,178
-	01-2-62-9880	35 REPAIRS TO BUILDING	25,000	25,000	27,000	23,998
200	01-2-62-9881	36 JANITORIAL SUPPLIES	1,200	1,000	1,200	775
-	01-2-62-9882	37 ELEVATOR MAINTENANCE	3,000	3,000	3,000	3,313
-	01-2-62-9884	38 FURNACE REPAIRS	-	-	-	-
(1,200)	01-2-62-9895	INTEREST ON CAPITAL LOAN	11,100	12,300	12,300	13,001
			193,800	213,400	213,200	205,123

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ENVIRONMENTAL DEVELOPMENT SERVICES EXPENDITURE BUDGET						
			2022/23	2021/22	2021/22	2020/21
	ACCOUNT #	DESCRIPTION	BUDGET	BUDGET	PROJECTIONS	ACTUAL
-		39 ANNEX BUILDING - 17 TANNERY ROAD				
-	01-2-62-9950	REPAIRS TO BUILDING	1,000	1,000	-	-
(1,000)	01-2-62-9951	LEGAL FEES - legal consolidated under General Govt for 22-23	-	1,000	15,000	14,004
-	01-2-62-9915	39 INSURANCE	1,100	1,100	1,000	957
			2,100	3,100	16,000	14,961
-		ECONOMIC DEVELOPMENT & TOURISM				
-	01-2-69-1020	40 TOURISM EXPENSES	3,500	3,500	1,200	3,009
-	01-2-69-2100	41 SUPPLIES	3,000	3,000	2,000	1,985
1,900	01-2-69-2200	42 TRAVEL	2,000	100	-	-
1,000	01-2-69-2300	43 ADVERTISING	2,000	1,000	-	700
(1,600)	01-2-69-2350	44 TOWN CRIER	1,100	2,700	2,500	40
500	01-2-69-2400	45 INTERNET COSTS	6,000	5,500	5,500	6,861
200	01-2-69-2600	47 COMMUNICATIONS	11,000	10,800	10,800	10,356
22,000	01-2-69-2601	48 ECONOMIC DEVELOPMENT & FUNDING MANAGER - CONTRACT	80,000	58,000	45,000	-
(2,000)	01-2-69-2603	48 ECONOMIC DEVELOPMENT & FUNDING MANAGER - SUPPORT COSTS Including computer, software & project supplies	3,000	5,000	3,000	-
			111,600	89,600	70,000	22,951
-		VISITOR SERVICE CENTRE				
-	01-2-69-1101	49 PUBLIC WASHROOMS-CLEANING SERVICES/SUPPLIES	8,800	8,800	8,200	7,777
(2,000)	01-2-69-1102	49 PUBLIC WASHROOMS-REPAIRS & MAINTENANCE	3,000	5,000	2,000	352
-	01-2-69-1103	49 PUBLIC WASHROOMS-ELECTRIC	800	800	800	739
-	01-2-69-1104	49 PUBLIC WASHROOMS-WATER	1,200	1,200	1,000	1,093
-	01-2-69-1105	49 PUBLIC WASHROOMS-PHONE/SECURITY	800	800	800	762
-	01-2-69-1106	49 PUBLIC WASHROOMS-SEWER CHARGES	800	800	800	834
100	01-2-69-1107	49 PUBLIC WASHROOMS-INSURANCE	800	700	700	651
			16,200	18,100	14,300	12,208
		DEPARTMENT TOTAL	\$ 666,300	\$ 636,300	\$ 557,900	\$ 490,572
		Budget Change	\$ 30,000			
			4.7%			

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NOTES TO ENVIRONMENTAL DEVELOPMENT SERVICES BUDGET

All non-unionized salaries and wages in all departments have been adjusted in fiscal 2022/23 by 4.1%, NS-CPI for 2021.

1. #01-2-51-1000 Cemetery

Town’s funding of the Cemetery’s deficit from its general tax revenue. See: Cemetery budget for further information.

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

Deficit sharing at 12^{1/2}% for Cornwallis Apartments and Blockhouse Hill Apartments (Budget 2021/22 @ \$22,000). This includes cost sharing on operating expenditures only. The Town has not been advised that there are capital expenditures budgeted in 2022/23.

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

Staff meeting pay was eliminated in fiscal 2020/21 due to the financial constraints of COVID-19 and again in 2021/22 for the same reason. For fiscal 2022/23 meeting pay has been included in the budget. Across the organization this is a staff compensation of \$6,700.

Based on a portion of:

Council Honorariums	\$9,000
Appointed Members	700
Total	\$9,700

Brighter Communities is updating the Heritage Property By-law which deals with the HAC membership, there may be consideration for creating a joint PAC/HAC this year.

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

This position is currently vacant. Salary is included for a full-time permanent hire.

#01-2-61-1081/1082/1083 Assistant Development Officer/Planning Tech/GIS Tech

This account includes the estimated cost for the application intake, minor inquires, building permit processing, initial review of applications for completeness. GIS/Mapping/Civic addressing components meeting needs across departments – zoning maps, maps for projects, PW infrastructure and asset mapping and tracking.

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

Membership in Canadian Institute of Planners (CIP) and professional insurance, required for professional designation of MCIP, LPP. MCIP, LPP membership required to maintain professional planning designations. Provides insurance. Development Officers training, list serve resources (MDOANS).

6. #01-2-61-1095 Training

Required for designation and continuous professional learning.

7. #01-2-61-1120 Travel

Basic mileage expense when travelling to meetings. Inadequate budget prevents collaboration, networking and synergies that come from partnerships.

8. #01-2-61-1100 Advertising & Miscellaneous Expenses

Includes costs to advertise public participation meetings, zoning changes and development agreements. These costs are recovered anytime a person makes application to the Town. Will also encompass advertising for special projects and any mail outs related to the CCP/planning documents.

#01-2-61-1130 Stationary & Supplies

To include contributions for mapping requirements (paper, ink, scanning).

#01-2-61-11xx Coastal Protection Act

CCP Direction Environment and Sustainability – CCP Section 9.1 Sea Level Rise (c-f) – Regulate Buildings Near Shoreline. Coastal protection, climate change and sea level rise. No budget included in fiscal 22-23 as staff feel this item should not result in a cost to the Town.

#01-2-61-11xx Sketch Up Pro

Sketch Up Pro to be used by technician – models planning, streetscape design. Cost of Sketch Up Professional – desktop and web. Used with 3D modelling, CCP. Scenarios of landscape, streetscape design.

Mapping Inventory

Mapping inventory of Town owned lands, suitability for public spaces. Consultant/tech to map and print. CCP Direction Urban Design – CCP Section 8.1 Streetscapes (a-r and z-gg) - Activate streetscapes through design and programming.

CCP Printing

Two colour copies of CCP. Four copies of HCD Plan and By-law for submission to province.

IT

IT budget for this department.

9. #01-2-61-1300 Legal Costs – Planning

All legal for the Town have been consolidated under the General Govt. budget.

Old Fire Hall, 40 Duke Street

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

Old Fire Hall, 40 Duke Street	
Est. Revenue	\$ 6,100
Expenditure Budget	\$19,100
Net Estimated Operating Cost	\$13,000

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

The taxable assessment for 2022 \$89,700 (AAN 04647327) at 2021/22 tax rates. This commercial assessment relates only to the parts of the building that are leased. Any government buildings that have commercial leases are subject to Commercial Real property tax assessment.

11. #01-2-62-9100 Fuel

Estimate based on projected consumption and projected fuel costs.

12. #01-2-62-9200 Insurance

Based on estimated rates.

13. #01-2-62-9300 Electricity

Estimate based on projected consumption and current power rates.

14. #01-2-62-9400 Water

This budget reflects current water rates and estimated consumption.

15. #01-2-62-9500 Sewer

This budget reflects the 2021/22 rates. The 2022 assessment \$525,300 (AAN 04647327).

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

Includes an amount for miscellaneous repairs as required.

CN Station, 18 Dufferin Street

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

CN Station, 18 Dufferin Street	
Est. Revenue	\$20,500
Expenditure Budget	\$24,100
Net Estimated Operating Cost	\$3,600

17. #01-2-62-9720 Fuel

Estimate based on average consumption and projected fuel costs.

19. #01-2-62-9730 Insurance

Based on estimated rates.

20. #01-2-62-9740 Electricity

Based on estimated consumption and current power rates.

21. #01-2-62-9750 Water

Based on current rates and estimated consumption.

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

Sewer is budgeted at the 2021/22 approved rate. The 2022 assessment is \$319,900 (AAN 05483913). Commercial property taxes are assessed on this property as there is a commercial lease to a non-government entity.

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

Estimated miscellaneous repair requirements are included in this budget.

Lunenburg Academy, 97 Kaulbach Street

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

Lunenburg Academy, 97 Kaulbach Street	
Est. Revenue	
Tenant leases	\$217,000
Library lease allocation	<u>\$36,000</u>
	\$253,000
Expenditure Budget	\$193,800
Net Estimated Operating Cost*	(\$59,200)

*Does not include debt financing payments

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

No allocation for 2022/2023 fiscal year.

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

Estimate for year-round contracted custodial services and Public Works labour allocation for building maintenance.

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

Estimate for fees associated with technical advice for repairs and maintenance, minor tenders, and interior and exterior architectural consulting that may be required from time to time that are not tied to a capital budget project. No amount included in the fiscal 22-23 budget for this item.

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

All legal for the Town have been consolidated under the General Govt. budget.

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

Estimate for telephone line and alarm monitoring.

29. #01-2-62-9840 Advertising

Estimate for advertising costs.

30. #01-2-62-9850 Fuel

Based on the expected consumption and estimated fuel price.

31. #01-2-62-9855 Insurance

Based on estimated rates.

32. #01-2-62-9860 Electricity

Estimate based on expected occupancy and current rates.

33. #01-2-62-9865 Water

Estimate based on estimated consumption and current rates.

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

Estimate based on 2022 assessment \$1,379,100 at the 2021/22 rates (AAN 04646932). Commercial property taxes are assessed proportionally on this property as there are commercial leases to non-government entities, 2022 assessment \$821,500. The estimated cost is based on the 2021/22 rate.

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

Estimate for building repairs.

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

Estimate for cleaning supplies based on expected occupancy.

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

This is a ten-year maintenance contract that began in May 2015 for ongoing maintenance at a fixed rate of \$225/month.

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

Estimate for annual cleaning and repairs to furnace. *This account has been eliminated and combined with building maintenance account.*

Annex Building, 17 Tannery Road

39. Operating Costs

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

A small repairs, including roof repairs and maintenance budget has been added to cover basic repairs not deemed to be the responsibility of the current tenant.

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

Economic Development Costs & Tourism

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

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

*Includes rental of one portable toilet next to Town Hall for six months of the year.

41. #01-2-69-2100 Supplies

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

42. #01-2-69-2200 Travel

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

43. #01-2-69-2300 Advertising

Costs of economic development advertising such as "Shop Lunenburg" ads.

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

The Town has appointed a Town Crier during the January 26, 2021 Council Meeting.

Budget includes annual honorarium of \$1,000
Membership dues for NS Guild of Town Criers \$100

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

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

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

No amount has been budgeted in the current fiscal year.

47. #01-2-69-2600 Communications

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

48. #01-2-69-2601, 2602, 2603 Economic Development and Funding Manager

This is a new position in fiscal 21-22. CCP Direction - Economic Development, CCP Section - 6.1 General (a) – Currently being filled with a one-year contract. Budget \$70,000 salary + 15% benefits.

Visitor Service Centre

49. #01-2-69-1101 to #01-2-69-1107 Public Washrooms

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

Repairs and maintenance budget increased is based on anticipated siding and window sill repairs required in the upcoming year.

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RECREATION AND CULTURAL SERVICES EXPENDITURE BUDGET							
	ACCOUNT #		DESCRIPTION	2022/23 BUDGET	2021/22 BUDGET	2021/22 PROJECTIONS	2020/21 ACTUAL
			RECREATION FACILITIES				
1,100	01-2-71-8002	1.1	ACCESSIBILITY PLAN DEVELOPMENT	\$ 3,500	\$ 2,400	\$ 2,400	\$ 236
(10,300)	01-2-71-8001	1.11	MUNICIPAL ENGINEER/PROJ MANAGER, previously Facility Superintendent	8,700	19,000	12,400	18,178
-	01-2-71-8003	1.12	REPAIRS/MAINTENANCE - 2008 Van (Facilities & Rec)	3,500	3,500	5,500	-
				\$ 15,700	\$ 24,900	\$ 20,300	\$ 18,414
			PARKS AND PLAYGROUNDS				
4,400	01-2-71-8010	1	LABOUR - PARKS & PLAYGROUNDS	\$ 30,400	\$ 26,000	\$ 26,000	\$ 30,970
-	01-2-71-8020	2	MOWING CONTRACT	20,000	20,000	18,900	18,041
-	01-2-71-8030	3	LIGHTING - PARKS	3,000	3,000	2,800	2,770
-	01-2-71-8040	4	REPAIRS TO PARKS	3,000	3,000	2,000	1,701
-	01-2-71-8050	5	SUPPLIES	15,500	15,500	17,000	8,023
(1,200)	01-2-71-8060	6	LEGAL FEES - legal consolidated under General Govt for 22-23	-	1,200	-	1,630
200	01-2-71-8070	7	INSURANCE	1,500	1,300	1,300	1,151
-	01-2-71-8080		BANDSTAND LIGHTING	500	500	500	357
3,500	01-2-71-8085	7.2	BANDSTAND REPAIRS	5,500	2,000	1,600	346
(500)	01-2-70-5100	8	INTEREST ON CAPITAL LOAN - LWMCC	2,100	2,600	2,600	2,940
(700)	01-2-70-5101	8	INTEREST ON CAPITAL LOAN - BOAT LAUNCH	6,100	6,800	6,800	7,283
				87,600	81,900	79,500	75,212
			ARENA & COMMUNITY CENTRE				
			SALARIES				
2,200	01-2-70-1010	9	SALARIES AND WAGES - ARENA	\$ 123,600	\$ 121,400	\$ 115,500	\$ 130,249
1,800	01-2-70-1015	9	SALARIES & WAGES - COMMUNITY CENTRE	92,700	90,900	83,400	88,700
400	01-2-70-1017	9	SALARIES & WAGES - FIELDS	17,900	17,500	16,800	20,514
1,900	01-2-70-1020		SALARIES - Corp. Services (Administration & Finance)	32,500	30,600	31,800	30,256
800	01-2-70-1050	10	HONORARIUMS & STAFF MEETING PAY	1,300	500	600	1,165
				268,000	260,900	248,100	270,884
			FRINGE BENEFITS				
1,000	01-2-70-2010	11	EI AND CPP	17,800	16,800	15,800	15,432
300	01-2-70-2015		TOWN PENSION	13,900	13,600	13,700	13,478
-	01-2-70-2020	12	GROUP INSURANCE	13,300	13,300	13,100	12,896
1,300	01-2-70-2025	13	WORKERS COMPENSATION	6,800	5,500	5,500	5,150
-	01-2-70-2030	14	CLOTHING	1,200	1,200	1,200	798
300	01-2-70-2040	15	MEMBERSHIP FEES	700	400	800	316
1,500	01-2-70-2050	16	OTHER BENEFITS	8,500	7,000	8,000	14,458
				62,200	57,800	58,100	62,528
			TRAVEL/TRAINING				
-	01-2-70-3010	17	REC DIRECTOR/STAFF -TRAVEL	600	600	600	612
-	01-2-70-3015		REC DIRECTOR - CONVENTION	-	-	-	-
-	01-2-70-3016	18	REC DIRECTOR - TRAINING	1,000	1,000	200	-
-	01-2-70-3020		STAFF TRAINING	700	700	-	938
				2,300	2,300	800	1,550
			ADMINISTRATION				
(1,400)	01-2-70-4010	19	OFFICE SUPPLIES & COMPUTER MTCE	3,100	4,500	3,500	1,011
400	01-2-70-4015	20	TELEPHONE	3,800	3,400	3,700	3,707
-	01-2-70-4025	21	SOCAN FEES/AMUSEMENT LICENSES	300	300	200	-
(4,500)	01-2-70-4030	22	AUDIT & LEGAL FEES - audit & legal consolidated under General Govt for 22-23	-	4,500	2,500	2,696
				7,200	12,700	9,900	7,414
			ARENA - (FACILITY COSTS)				
-	01-2-70-5015	23	JANITOR SUPPLIES	2,000	2,000	2,000	1,988
8,000	01-2-70-5020	24	REPAIRS & MAINT. - BUILDING	32,000	24,000	24,000	32,484
-	01-2-70-5025	25	REPAIRS & MAINT. - ICE MACHINE	3,500	3,500	2,500	4,511
1,600	01-2-70-5030	26	ELECTRICITY	67,600	66,000	65,800	51,983
800	01-2-70-5035	27	PROPANE	6,100	5,300	5,200	3,049
3,100	01-2-70-5040	28	WATER	10,600	7,500	10,600	5,797
-	01-2-70-5045	29	SEWER	2,500	2,500	2,500	2,530
200	01-2-70-5050	30	TELEPHONE + ALARM LINE + Wi-Fi	2,800	2,600	2,800	2,737
1,000	01-2-70-5055		INSURANCE	9,100	8,100	8,300	7,373
			AUDITORIUM - (FACILITY COSTS)				
-	01-2-70-5510	31	JANITOR SUPPLIES	2,000	2,000	1,000	1,465
4,800	01-2-70-5515	32	REPAIRS & MAINTENANCE	14,800	10,000	8,000	4,974
-	01-2-70-5520	33	ELECTRICITY	7,200	7,200	4,900	3,882
3,100	01-2-70-5525	34	FUEL OIL	12,100	9,000	9,000	7,785
-	01-2-70-5530	35	WATER	1,300	1,300	1,000	888
-	01-2-70-5535	36	SEWER	2,500	2,500	2,500	2,530
300	01-2-70-5540	37	INSURANCE	6,400	6,100	5,900	5,500
			GROUNDS				
1,000	01-2-70-5610	38	REPAIRS & MAINT. - MOWERS	2,500	1,500	900	1,265
800	01-2-70-5615	39	FIELD MAINTENANCE	2,800	2,000	2,800	1,603
1,500	01-2-70-5620	40	PARKING LOT MAINTENANCE	3,000	1,500	-	-
				190,800	164,600	159,700	142,344

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RECREATION AND CULTURAL SERVICES EXPENDITURE BUDGET							
	ACCOUNT #		DESCRIPTION	2022/23 BUDGET	2021/22 BUDGET	2021/22 PROJECTIONS	2020/21 ACTUAL
-			<u>PROGRAMS</u>				
2,000	01-2-70-6010	41	INSTRUCTOR FEES	8,000	6,000	2,000	4,579
3,000	01-2-70-6015	42	SUPPLIES/ADVERTISING	5,000	2,000	5,000	1,750
-	01-2-70-6033	45	PRO KIDS	1,000	1,000	1,000	1,000
				14,000	9,000	8,000	7,329
-			<u>SMALL FURNITURE & EQUIPMENT</u>				
-	01-2-70-7010	46	TABLES & CHAIRS/SMALL CAPITAL	-	-	-	-
-				-	-	-	-
			TOTAL EXPENDITURES ARENA & LWMCC	\$ 544,500	\$ 507,300	\$ 484,600	\$ 492,049
-			<u>CULTURAL BUILDINGS & FACILITIES</u>				
-			<u>LIBRARY</u>				
14,700	01-2-72-5010	47	JANITOR CONTRACT/SUPPLIES	17,700	3,000	12,700	2,831
-	01-2-72-5030	48	FURNACE FUEL	-	-	-	-
-	01-2-72-5040	49	ELECTRICITY	-	-	-	-
-	01-2-72-5050	50	WATER	-	-	-	-
-	01-2-72-5055		SEWER	-	-	-	-
-	01-2-72-5060		TELEPHONE	600	600	400	450
-	01-2-72-4100		INSURANCE	-	-	-	-
-	01-2-72-5080	51	RENT - LUNENBURG ACADEMY	36,000	36,000	36,000	36,000
(1,000)	01-2-72-5090	52	SUPPLIES & EXPENSES	1,000	2,000	700	87
-	01-2-72-5091		SUNDAY STAFF WAGES	-	-	-	-
				55,300	41,600	49,800	39,368
-			<u>TRANSFER TO REGIONAL LIBRARY</u>				
-	01-2-72-5095	53	TRANSFER TO REGIONAL LIBRARY	18,600	18,600	18,600	18,600
-			<u>HERITAGE PROPERTIES</u>				
-	01-2-72-4100	59	INSURANCE - BAILLY COLLECTION	300	300	300	240
-	01-2-72-7050	60	COUNCIL & COMMITTEE HONORARIUMS	2,300	2,300	2,300	1,599
800	01-2-72-7055	61	STAFF MEETING PAY	800	-	-	-
(1,200)	01-2-72-7300	62	SALARY - HERITAGE (Administration)	3,600	4,800	3,400	4,750
100	01-2-72-7380	62	BENEFITS - HERITAGE (Administration)	1,500	1,400	-	1,400
1,500	01-2-72-7381	63	HERITAGE MANAGER	82,500	81,000	80,100	82,501
3,800	01-2-72-7382	63	HERITAGE MANAGER BENEFITS	20,400	16,600	15,000	16,590
-	01-2-72-7390	64	HERITAGE BY-LAW REVIEW	5,500	5,500	-	-
(2,000)	01-2-72-7450	65	LEGAL FEES - legal consolidated under General Govt for 22-23	-	2,000	-	498
-	01-2-72-7400	66	MATERIALS, SUPPLIES & ADVERTISING	3,000	3,000	2,500	1,449
-	01-2-72-7402	66	TRAINING & CONFERENCES	1,500	1,500	600	968
-	01-2-72-7401	67	HERITAGE FINANCIAL INCENTIVES PROGRAM	-	-	-	-
(500)	01-2-72-7404	68	UNESCO JOINT PROMOTION	500	1,000	100	214
				121,900	119,400	104,300	110,209
-			<u>OTHER REC. & CULT. SERVICES</u>				
6,000	01-2-75-9100	69	PUBLIC CELEBRATION	11,000	5,000	5,400	1,811
			DEPARTMENT TOTAL BEFORE LWMCC & ARENA	\$ 310,100	\$ 291,400	\$ 277,900	\$ 271,426
			LWMCC & ARENA	544,500	507,300	484,600	492,049
			DEPARTMENT TOTAL	\$ 854,600	\$ 798,700	\$ 762,500	\$ 763,475
			Budget Change	\$ 55,900			
				7.0%			

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NOTES TO RECREATION AND CULTURE SERVICES BUDGET

All non-unionized salaries and wages in all departments have been adjusted in fiscal 2022/23 by 4.1%, NS-CPI for 2021.

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

The Town of Lunenburg is a member of the Lunenburg Accessibility Advisory Committee which developed an Accessibility Plan over the 2020/21 fiscal year. This cost will be shared evenly by General Government, Transportation and Recreation and Cultural Services. The Heritage Manager is the Town of Lunenburg’s staff representative on this committee. The budgeted estimate for 2022/23 is last year’s budget with a 4.1% CPI - \$7,500 plus \$3,000 for accessibility training for Town Staff. The total of \$10,500 is allocated to General Government, Transportation and Recreation and Cultural Services.

1.11 #01-2-71-8001 Municipal Engineer/Project Manager

A portion of the Municipal Engineer/Project Manager’s salary is budgeted in Recreation & Culture based on projected time allocations.

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

This van has now been allocated to Public Works and Recreation staff for their use. This budget is for the operating cost for this vehicle.

Parks & Playgrounds

The Town of Lunenburg maintains the following parks:

- M T & T Mini Park
- Rous' Brook Park
- Town Hall Park
- Jubilee Square
- Victoria Park
- Blockhouse Hill
- Berringer Park - Maple Avenue
- 2 Parks - Bluenose Drive
- 250th Anniversary Park
- Skate Park

1. #01-2-71-8010 Labour - Parks and Playgrounds

Labour – Grounds Maintenance	\$28,900
Labour - Trail maintenance and Playground area (Recreation staff labour)	<u>1,500</u>
	<u>\$30,400</u>

2. #01-2-71-8020 - Mowing Contract

Mowing contract awarded in fiscal 19/20. Two years of contract extensions available fiscal 22/23 and 23/24.

3. #01-2-71-8030 Lighting Parks

The cost associated with lighting Town parks. Estimate based on current consumption rates.

4. #01-2-71-8040 Repairs to Parks

Repairs, as required, for parks, playgrounds and skatepark equipment.

5. #01-2-71-8050 Supplies

Includes:

- wood, grass seed, rakes, top soil, signs, Christmas trees
- installation of Boat Launch – crane rental
- purchase of plantings, etc.
- portable toilet at walking trail
- 50% cost-share of portable toilet at Tennis Court
- shrub replacement
- Sand for playground surfaces (\$700)
- Sand for track surface (\$500)

6. #01-2-71-8060 Legal Fees

Estimate for legal work associated with recreation leases like Dog Park, Community Garden, etc.

7. #01-2-71-8070 Insurance

Included in this budget is the cost of insurance for the various parks and monuments within the Town.

7.1 #01-2-71-8085 Bandstand Repairs

Funds for repairs and maintenance for the year. The existing wooden retaining wall near the entrance of the bandstand requires repair. Plans for fiscal 22-23 will have this work completed by PW Staff. There needs to be plans for a major rebuild/restoration within five years.

8. #01-2-70-5100, #01-2-70-5101 Interest on Capital Loans

Capital loan interest relating to Recreation Facilities including Arena and Community Centre projects and Boat Launch. This loan interest is included in this section for financial statement reporting.

LUNENBURG WAR MEMORIAL COMMUNITY CENTRE & ARENA

9. Staff Salaries

Budget includes 4 full-time positions (Recreation Director and 3 facility employees). Salaries are charged out to Parks (01-2-71-8010) when Arena/Community Centre employees help with trail maintenance. Part-time Facilities Attendant provides facilities back up coverage.

10. #01-2-70-1050 - Staff Meeting Pay

Staff meeting pay was eliminated in fiscal 2020/21 due to the financial constraints of COVID-19 and again in 2021/22 for the same reason. For fiscal 2022/23 meeting pay has been included in the budget. Across the organization this is a staff compensation of \$6,700.

11. #01-2-70-2010 EI/ CPP

Employer costs as required by statute.

12. #01-2-70-2020 Group Insurance

Based on current rates.

13. #01-2-70-2025 Workers' Compensation

Based on current rates.

14. #01-2-70-2030 Clothing

Safety boots and gloves as required.

The Recreation Director would like to provide Recreation Staff with an adequate quantity of clothing to wear for each shift (i.e. jackets, overalls, sweaters, t-shirts, etc). This would increase customer experience with easy staff identification. This could be achieved through a phased approach of staff receiving one piece of clothing per year (Year 1 new jackets. Year 2 overalls. Year 3 shirt, etc.)

15. #01-2-70-2040 Membership Fees

Minister of Finance – Refrigeration Plant Operators	\$200
Minister of Finance – Annual Renewal Plant Registration	200
Recreation Facility Association of Nova Scotia	200
Lunenburg/Queens Recreation Directors Association	50
Miscellaneous	80
	\$730

16. #01-2-70-2050 Other Benefits

Includes holiday allowance and for Employee Assistance Program fees. Employment benefits include an accrual for retirement benefits based on the Town's personnel policy.

17. #01-2-70-3010 Recreation Director/Staff - Travel

Travel out of town to meetings, seminars, etc.

18. #01-2-70-3016 Recreation Director – Training

Budget for Recreation Director's professional development.

19. #01-2-70-4010 Office Supplies/Computer Maintenance

Office supplies for Recreation office and Arena, computer maintenance costs, debit machine rentals (Arena and Community Center) and annual Connect 2 Rec online program registration fee (\$1,600 year one, \$1,400 annually following with a 6% increase annually).

20. #01-2-70-4015 Telephone

Covers cost of phone lines, cell phones, and Fibre-Op internet service at the Community Centre.

21. #01-2-70-4025 Socan Fees/Amusement License

These are annual fees paid so our facilities may use copyright music for public skating and fitness programs.

22. #01-2-70-4030 Audit and Legal fees

Estimate for audit and legal fees, as required.

ARENA - FACILITY COSTS

23. #01-2-70-5015 Janitor Supplies

Supply of paper towels, toilet paper, cleaning products, etc.

24. #01-2-70-5020 Repairs and Maintenance - Building

Start-up/Shut down	\$3,600
Fire Extinguisher Inspections	250
Sprinkler System Test & Mtce	1,500
First Aid and AED Supplies	250
Fire Alarm Maintenance & Monitoring	1,000
Small Tools	500
Refrigeration System Maintenance	3,000
Computer Maintenance	500
Office Upgrades (Painting, flooring, accessibility upgrades)	2,500
Ice Paint	1,000
Plumbing Repairs	500
Electrical Supplies	1,000
Interior/Exterior Paint & Supplies	500
Hockey nets and net protectors x 2	600
Garbage Dumpster	1,500
Accessibility Ramp for ice surface during off season (labour & materials)	2,000
In-ice logos vs painting by hand	3,300
Replace heat tape and insulation on water pipe to Olympia room	1,500
Accessibility Improvements	2,000
Miscellaneous	<u>5,000</u>
	<u>\$32,000</u>

25. #01-2-70-5025 Repairs and Maintenance - Ice Machine

Estimate for regular maintenance and propane costs.

26. #01-2-70-5030 Electricity

Estimate based on average consumption and current rates.

27. #01-2-70-5035 Propane

Estimate based on projected cost and usage.

28. #01-2-70-5040 Water

Estimate based on water rates approved by NSUARB and average consumption.

29. #01-2-70-5045 Sewer

Budgeted at 2021/221 approved rates assessment and 2022 assessment based at 1/2 of \$1,043,000 (AAN 04646819).

30. #01-2-70-5050 Telephone, Alarm and Wi-Fi

Includes line charges and annual fee for monitoring fire alarm line.

COMMUNITY CENTRE AUDITOURIUM - FACILITY COSTS

31. #01-2-70-5510 Janitor Supplies

Covers sanitary cleaning products, paper towel, etc.

32. #01-2-70-5515 Repairs and Maintenance

Alarm Service	\$800
Pest Control	\$500
First Aid and AED Supplies	\$300
Garbage Disposal/Dumpster	\$1,600
Re-key facility	\$3,000
New flooring in Recreation office	\$1,000
New flooring in Meeting Room Upstairs	\$1,300
Accessibility Improvements	\$2,000
Kitchen Food Establishment Permit	\$225
General Maintenance & Repairs of Facility *	\$4,075
Total	\$14,800

*Costs for paint, lumber, small tools, nuts, bolts, nails, plumbing supplies and other materials required for necessary repairs.

33. #01-2-70-5520 Electricity

Estimate based on average consumption and current rates.

34. #01-2-70-5525 Fuel Oil

Estimate based on average consumption and projected pricing. Furnace replacements were completed in fiscal 2016/17.

35. #01-2-70-5530 Water

Estimate based on approved NSUARB rates and average consumption.

36. #01-2-70-5535 Sewer

Budgeted at 2021/221 approved rates assessment and 2022 assessment based at 1/2 of \$1,043,000 (AAN 04646819).

37. #01-2-70-5540 Insurance

Based on estimated rates.

GROUNDS (FIELDS / PARKING LOT)

38. #01-2-70-5610 Repair and Maintenance - Mowers

Oil, gas, repairs, etc. for ride-on mower and small tractor used for grounds maintenance. Also includes two rear tires for John Deere Tractor, fuel and oil for whipper snippers and insurance on mowing equipment.

39. #01-2-70-5615 Field Maintenance

Estimate includes fertilizing, seeding, aerating and top dressing of the soccer field. Equipment will be borrowed from other municipal units. The cost of 2/3 of the portable toilet summer rental at the soccer field is included in this account.

40. #01-2-70-5620 Parking Lot Maintenance

Includes parking lot upkeep and re-application of painted lines when required.

PROGRAMS

41. #01-2-70-6010 Honorariums and Instructor's Fees

Pays for various instructors who lead our recreation activities offered through our fall, winter, and spring programs. Fees paid to fitness instructors is budgeted to increase to \$30.00 per hour.

42. #01-2-70-6015 Supplies/Advertising

Program supplies such as fitness equipment, basketballs, pickleballs, program advertising, etc. The philosophy of the Town is that Recreation programming be self-sufficient on a user pay basis. The costs for programs will be recovered through program fees/program grants. Includes seasonal promotions (4 per year) in the South Shore Recreation Guide and cost-sharing of distribution with other municipalities.

44. #01-2-70-6030 After the Bell Program

This program has been eliminated due to grant funding challenges.

45. #01-2-70-6033 Pro Kids Program

Administrative costs associated with the implementation of this program would be equivalent to 2 hours of staff time per week. The allocation for the current fiscal year is \$1,000.

46. #01-2-70-7010 Furniture and Equipment

Estimate is for chairs and table replacements. *Staff don't feel these are necessary at this time.*

Library

The following accounts reflect costs associated with the Library at the Lunenburg Academy.

47. #01-2-72-5010 Janitors Contract/Supplies

Costs include the cleaning contract, Hand soap, toilet tissue, garbage bags, etc. Cleaning is completed daily by a contractor.

48. #01-2-72-5030 Fuel

Heating fuel is included in the rental rate for the library at the Lunenburg Academy location.

49. #01-2-72-5040 Electricity

Electricity is included in the rental rate for the library at the Lunenburg Academy location.

50. #01-2-72-5050 Water

Water is included in the rental rate for the library at the Lunenburg Academy location.

51. #01-2-72-5080 Rent – Lunenburg Academy

Rent based on other rentals to Community Organizations. This is an all-inclusive rent.

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52. #01-2-72-5090 Supplies & Expenses- Library

Estimate for supplies which is partially offset by copier revenue.

53. #01-2-72-5095 South Shore Regional Library

Our share of the Regional Library operating based on funding formula.

Heritage Properties

59. #01-2-72-4100 Art Galleries - Insurance

This is for 50% of the insurance premium for the Earl Bailly Collection.

60. #01-2-72-7050 Council & Committee Honorariums

Based on a portion of Council Honorariums (\$1,200) and four (4) appointed members (\$900 - \$225 per member).

61. #01-2-72-7055 Staff Meeting Pay

Staff meeting pay was eliminated in fiscal 2020/21 due to the financial constraints of COVID-19 and again in 2021/22 for the same reason. For fiscal 2022/23 meeting pay has been included in the budget. Across the organization this is a staff compensation of \$6,700.

62. #01-2-72-7300/7380 Salary & Benefits – Heritage (TMC)

This account includes estimated 10% of costs for the Assistant Municipal Clerk for managerial supervision and support of the Heritage Manager.

63. #01-2-72-7381/7382 Heritage Manager Salary & Benefits

The full time Heritage Manager position was filled permanently in June 2017.

64. #01-2-72-7390 Heritage By-Law Review

For Heritage Conservation District Plan & By-law

Advertising	\$1,200
Printing (mailing)	\$1,000
Meeting Supplies	\$300
Legal	<u>\$3,000</u>
Total	<u>\$5,500</u>

65. #01-2-72-7450 Legal Fees

To provide legal advice on interpretation of Heritage Conservation District & By-law and help cover costs associated with appeals.

66. #01-2-72-7400 Materials, Supplies & Advertising & Small Capital

Materials for Heritage supplies including the Heritage Recognition Awards and advertising as needed.

#01-2-72-7402 Training & Conferences

To provide training programs for Heritage Manager.

67. #01-2-72-7401 Heritage Financial Incentives Program – *deferred due to financial constraints*

Though Council has approved the Heritage Financial Incentives Program it has never been funded. Continues to be placed on annual budget proposals for Council’s consideration.

68. #01-2-72-7404 UNESCO Joint Promotion

There are three Nova Scotia UNESCO World Heritage Sites consisting of Old Town Lunenburg, Joggins Fossil Cliffs and Landscape of Grand Pré who are interested in pursuing the development of a promotional presence to increase public awareness of these astonishing world treasures.

In 2020/21 the three sites cooperated in the development of digital screen shots to be use on Bay Ferry routes and other venues such as Visitor Information Centres (VICs). Bay Ferries accepted the screen shots and will introduce them on their screen for free as we qualify under their advertising program as an UNESCO Site. VICs unfortunately do charge an annual fee for advertisements on their screens. This funding will enable us to continue this cooperation as we explore ways and means to promote our sites.

Other Recreation & Culture

69. #01-2-75-9100 Public Celebrations

COVID-19 restrictions continue for the events included in this budget however staff hope to be able to hold some of the events in the traditional fashion or virtually.

	2022/23 Budget	2021/22 Budget
Canada Day	1,000	800
Fishers' Service	4,000	3,000
Lunenburg's Birthday	500	0
Town Levee	700	700
Volunteer Week	500	100
German Band Concert**	2,200	0
Tall Ships	-	-
National Day of Mourning	500	0
Flag Raising Events	600	200
Newcomers Reception	200	200
Miscellaneous Events & supplies (such as purchase of portable podium of events)	<u>800</u>	<u>0</u>
	\$11,000	\$5,000

***Only proceeds if 100% funding from non-town sources is received.*

FISCAL SERVICES EXPENDITURE BUDGET							
	ACCOUNT #		DESCRIPTION	2022/23 BUDGET	2021/22 BUDGET	2021/22 PROJECTIONS	2020/21 ACTUAL
			PRINCIPAL INSTALLMENTS				
(36,500)	01-2-81-3100	1	DEBENTURE PRINCIPAL	\$ 315,600	\$ 352,100	\$ 310,200	\$ 322,094
-	01-2-81-3150	1	DEBENTURE PRINCIPAL - SEWER PROJECTS	83,300	83,300	79,100	81,343
				398,900	435,400	389,300	403,437
			FINANCING AND TRANSFERS				
			OPERATING RESERVE FUND:				
-	01-2-82-2140	2	to (from) Elections	-	-	-	20,000
(25,000)	01-2-82-2130	2	to (from) Sewer	38,000	63,000	114,900	200,502
			to (from) Sewer Plant Upgrade	286,000	-	-	-
13,800			to (from) General Operating Rsv-	(76,200)	(90,000)	(13,800)	90,000
			Special CCP Project Funding				
11,500			to (from) General Operating Rsv -	37,500	26,000	310,000	50,662
115,000			to (from) COVID-19 Safe Restart	-	(115,000)	(115,000)	219,915
-	01-2-82-2220	2	CAPITAL RESERVE FUND:				
-	01-2-82-2230	3	to (from) Capital from Revenue	-	-	-	173,880
75,000	01-2-82-2146	2	to (from) Deed Transfer Tax	250,000	175,000	420,000	264,443
-	01-2-82-2147	2	to (from) Landfill Site Closure/Monitoring	-	-	-	(3,057)
-	01-2-82-2220	2	to (from) PW Equipment	20,000	20,000	20,000	-
-	01-2-82-2225		to (from) Arena - Ice Resurfacers	3,000	3,000	3,000	2,669
				558,300	82,000	739,100	1,019,014
			EDUCATION				
20,300	01-2-84-7700	4	DISTRICT SCHOOL BOARD PAYMENT	906,300	886,000	886,000	851,342
				906,300	886,000	886,000	851,342
			DEPARTMENT TOTAL	1,863,500	1,403,400	2,014,400	2,273,793
-			SURPLUS (DEFICIT)	-	-	-	1,092
			TOTAL EXPENDITURES	\$ 8,697,500	\$ 7,539,900	\$ 7,924,200	\$ 7,674,183
			Fiscal Services Budget Change	\$ 460,100			
				32.8%			

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NOTES TO FISCAL SERVICES BUDGET

1. #01-2-81-3100 & #01-2-81-3150 Principal Payments on Capital Loans

DEBT CHARGES 2022/2023

Project	Payment	Principal	Interest	Total	Remaining Balance
Roller/Biofilter/Chipseal Kissing Bridge	(1 of 10)	\$15,400	\$2,200	\$17,600	\$138,600
PW Salt Truck	(1 of 15)	\$12,473	\$3,441	\$15,914	\$174,627
Fire Truck #2	(1 of 15)	\$21,837	\$6,024	\$27,861	\$305,713
Academy, Streets, Biofilter	(3 of 15)	\$42,710	\$13,921	\$56,631	\$512,525
Community Centre Roof	(3 of 10)	\$8,000	\$1,410	\$9,410	\$56,000
Parking Meters/Arena Siding	(4 of 5)	\$3,080	\$108	\$3,188	\$3,080
Boat Launch	(4 of 10)	\$27,144	\$6,072	\$33,216	\$162,864
Old Fire Hall-Structural Roof Upgrades	(4 of 5)	\$12,005	\$722	\$12,727	\$12,005
Lincoln/Brook Street Sewer	(4 of 15)	\$38,581	\$15,374	\$53,955	\$424,392
Cat Backhoe	(5 of 10)	\$8,000	\$1,267	\$9,267	\$40,000
Lun Academy/Trackless/CC Furnace/Street paving	(5 of 10)	\$44,520	\$7,477	\$51,997	\$222,000
Lun Academy/Pave Hebb & Hopson	(5 of 10)	\$33,270	\$4,254	\$37,524	\$166,350
Aerial Ladder Fire Truck	(5 of 10)	\$44,889	\$5,352	\$50,241	\$179,553
Lun Academy/Paving Starr and Wolff	(7 of 10)	\$17,900	\$1,896	\$19,796	\$53,700
Victoria Road Paving	(9 of 10)	\$11,900	\$548	\$12,448	\$11,900
Fire Truck/Tannery Rd Swr/Streets	(9 of 10)	\$57,200	\$1,807	\$59,007	\$0
Est. Temporary Borrowing*					
TOTAL DEBT CHARGES		\$398,909	\$71,873	\$470,782	\$2,463,309

“**” – a temporary borrowing is for interim funding of the prior year’s capital expenditures until debentures from Municipal Finance are secured.

The Town’s Debt Servicing is 7.8% for 22-23.

The Debt Servicing using 22-23 revenue and a 15-term with 5% interest for the Draft 22-23 Capital Budget debt financing excluding the WWTP Upgrade is 9.9%. Estimated annual servicing cost \$123,000 or 3.73 cents based on 22-23 assessments.

2. Transfers to/from Reserves

Next municipal elections to be held in October 2024. In the years between elections a transfer to the operating reserve is established to offset the financial impact of the municipal elections in the year they occur. In fiscal 2020/21 \$20,000 was placed in reserves for this purpose.

As part of the sewer rate structure an annual reserve transfer is included.

Deed Transfer Tax revenue to be allocated 1% to Capital Reserve and 0.5% to General Operations.

Site Monitoring reserve is almost depleted and any costs will be included in the general tax rate.

\$20,000 has been included as a transfer to Capital Reserve for the future purchase of Public Works Equipment.

In June 2019 Council established an ice resurfacer surcharge of \$4/hour for all arena ice time rates.

The following are the **projected** Capital Reserve Balances for the fiscal year ending March 31, 2022.

Solid Waste Closure	\$4,900
Other Equipment	421,000
Ice Resurfacer Reserve	3,000
Public Works Equipment	70,000
Fire Equipment	89,925
Federal/Provincial Gas Tax Funds	300,000
Provincial Capital Funds	25,800
Deed Transfer Tax	750,000
Total	\$1,664,625

The following are the **projected** Operating Reserve Balances for the fiscal year ending March 31, 2022

Election Expenses	\$20,200
Salt Reserve	50,000
Fire Personal Protective Equipment	19,400
Sewer Reserves	250,000
Streets & Other	5,500
Recreation	17,300
LAFF	13,400
Pro Kids	18,800
Region 6 Diversion Special Projects	2,425
COVID-19 Safe Restart	0
Operating Surplus Reserve*	<u>175,000</u>
Total	\$572,025

*Historical Summary of Operating Surplus Reserve

March 31, 2021	\$174,077
March 31, 2020	\$172,358
March 31, 2019	\$174,077

3. Capital Expenditures from Operating Revenue

This is an annual allocation budgeted from general revenues to fund capital asset purchases. **There is currently no amount included in the current budget for this amount.**

4. #01-2-84-7700 Appropriation to District School Board

The School Board rate is calculated based on 2021/22 rate of 30.48¢/\$100 of uniform assessment.

	2019/20	2020/21	2021/22	2022/23
Uniform Assessment	\$270,039,287	\$279,311.57	\$290,674,795	\$297,358,538
Rate on UA	30.48¢	30.48¢	30.48¢	30.48¢
Rate on Taxable Assessment	29.30¢	29.06¢	29.55¢	27.40¢
Total Cost	\$823,080	\$851,342	\$885,977	\$906,349

CEMETERY BUDGET							
	ACCOUNT #		DESCRIPTION	2022/23 BUDGET	2022/21 BUDGET	2021/22 PROJECTIONS	2020/21 ACTUAL
			<u>OPERATING REVENUE</u>				
200	04-1-95-0010	1	SALE OF LOTS	\$ 3,900	\$ 3,700	\$ 1,600	\$ 3,370
1,200	04-1-95-0020	1	BURIALS	29,500	28,300	30,000	20,770
-	04-1-95-0030		BASES, ETC. - HEAD STONES	500	500	-	-
-	04-1-95-0040	2	INTEREST ON CEMETERY TRUSTS	6,000	6,000	6,000	6,186
800	04-1-95-0060	3	APPROPRIATION FROM TOWN	22,600	21,800	12,400	34,587
			TOTAL REVENUE	\$ 62,500	\$ 60,300	\$ 50,000	\$ 64,913
			<u>OPERATING EXPENDITURES</u>				
2,000	04-2-95-0020	4	LABOUR	22,000	20,000	20,500	21,156
100	04-2-95-0030	5	WORKERS COMPENSATION	600	500	500	500
100	04-2-95-0040	6	EMPLOYMENT BENEFITS/EAP	4,100	4,000	4,000	3,494
-	04-2-95-0055	8	MOWING CONTRACT	12,000	12,000	12,500	30,243
-	04-2-95-0060		TRAINING COURSES	-	-	-	-
-	04-2-95-0080	9	WATER	400	400	400	371
-	04-2-95-0090		ELECTRICITY	1,000	1,000	900	889
-	04-2-95-0100		INSURANCE	1,000	1,000	900	900
-	04-2-95-0110	10	SUPPLIES	5,000	5,000	4,000	378
-	04-2-95-0115		AUDIT FEES	900	900	800	834
-	04-2-95-0120	11	EQUIPMENT/BUILDING-MAINT. & REPAIRS	4,500	4,500	2,000	4,990
-	04-2-95-0130	12	FLOWERS AND TREES	1,000	1,000	-	-
-	04-2-95-0145	13	MONUMENT MAINTENANCE (LABOUR & SUPPLIES)	4,000	4,000	3,500	1,158
-	04-2-95-0155	14	ROAD MAINTENANCE (GRAVEL & DRAINAGE)	6,000	6,000	-	-
-	04-2-95-0165		PROVISION - UNCOLLECTIBLE ACCOUNTS	-	-	-	-
			TOTAL EXPENDITURES	\$ 62,500	\$ 60,300	\$ 50,000	\$ 64,913
			Budget Change	\$ 2,200			
				3.6%			

DRAFT

NOTES TO CEMETERY BUDGET

All non-unionized salaries and wages in all departments have been adjusted in fiscal 2022/23 by 4.1%, NS-CPI for 2021.

1. #04-1-95-0010/#04-1-95-0020

The Cemetery rates for 2019/20 were adjusted based on a province wide rate comparison and as approved by Council on June 25, 2019. Since then the rates have been adjusted annually by the previous year's NS-CPI. The 2021-22 rates have been adjusted to incorporate more of the Cemetery's operating costs. The new rates were effective July 1, 2021. **The 22-23 rates have been adjusted by the 2021 NS-CPI of 4.1%.**

Sale of Lots	2021/22 Rates		
	Lot Price	Perpetual Care Charge	Total Cost of Lot
1 Cremation Lot	\$283	\$391	\$674
1 Grave Lot	\$549	\$700	\$1,249
2 Grave Lot	\$1,074	\$1,391	\$2,465
Mausoleum	\$866	\$1,124	\$1,990

Burials	2021/22 Rates
Ashes (Cremation) – Resident*	\$616
Ashes (Cremation) – Non-resident	\$1,224
Infant or Child	\$616
Traditional – Resident*	\$1,366
Traditional - Non-resident	\$2,715

* A resident is a person who resides in Lunenburg at the time of death or was born in Lunenburg residing in a Home for Special Care elsewhere, or resided in Lunenburg for 50% of their life.

2. #04-1-95-0040 Perpetual Care Fund

As of December 31, 2021 the Perpetual Care Reserve had a balance of \$234,900. Which includes an inter-departmental capital loan balance of \$138,300.

Town General (Capital Funding)	\$4,200
Interest earned on Bank balances (estimate)	1,800
Total Interest Earned	\$6,000

Analysis of Perpetual Care Fund

	<u>2016/17</u>	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>	<u>2020/21</u>	Budget <u>2021/22</u>
Perpetual Care Fund	\$211,338	\$216,088	\$226,415	\$228,025	\$232,580	\$232,600
Interest Earned	\$4,500	\$5,200	\$7,424	\$7,007	\$6,186	\$6,000

3. #04-1-95-0060 Appropriation from Town

This is the budgeted grant required from the Town.

4. #04-2-95-0020 Labour

This budgeted amount reflects the estimated costs for Public Works staff to complete maintenance, aside from mowing, at the Cemetery. This estimated labour amount also reflects estimated time for burials.

5. #04-2-95-0030 Workers Compensation

Based on the Town's current rate and allocated labour.

6. #04-2-95-0040 Employment Benefits/EAP

Based on an allocation of benefits in relation to the Public Works labour required at the Cemetery.

7. #04-2-95-0045 Clothing and #04-2-95-0050 Other Benefits-Holiday/Long Service Awards/Retirement Awards

Now included as part of the Transportation budget.

8. #04-2-95-0055 Mowing Contract

Mowing of the Cemetery is now completed through an annual contract. **In fiscal 2021/22 this budget was reduced to \$12,000. Staff are currently in the process of re-tendering this contract.**

9. #04-2-95-0080 Water

Estimate based on approved rates.

10. #04-2-95-0110 Supplies Include:

Cemetery Markers	\$1,000
Topsoil	2,400
Lawn Care Products	600
Class A gravel	500
Chains, lifting straps, gas cans, rakes, shovels, etc.	500
	<u>\$5,000</u>

11. #04-2-95-0120 Equipment/Building-Maintenance & Repairs

Miscellaneous Parts/Repairs	\$3,000
Gasoline/Fuel for Equipment	500
Building Maintenance	<u>1,000</u>
	<u>\$4,500</u>

Increase in budget required for maintenance due to age of equipment.

12. #04-2-95-0130 Flowers and Trees

Four (4) trees were recently lost at the cemetery, this budget is to purchase replacement plantings.

13. #04-2-95-0145 Monument Maintenance

This budget item began in 2010/11 for the maintenance of monuments that fall over during the winter months.

14. #04-2-95-0155 Road Maintenance

To refurbish the roads to ensure that they continue to be passable for vehicular traffic.

Document No:
Meeting: Council Apr 12/22
Circulate: Council, KM
File:

MEMORANDUM

TO: TOWN COUNCIL

FROM: HEATHER MCCALLUM, ASSISTANT MUNICIPAL CLERK

DATE: MARCH 21, 2022

RE: COMMITTEES OF COUNCIL POLICY #98: DRAFT AMENDMENT

1. FACTS

Procedural Policy #98 "Committees of Council" does not include a methodology and criteria for selecting public appointees, beyond advertising and accepting volunteer applications.

2. ISSUES AND OPTIONS ANALYSIS

Appointment of nominees to Committees of Council are a Council responsibility, therefore the selection of a nominee from applicants should also be a Council responsibility. The staff recommendation is that the Chair and other Council members of the Committee under discussion review the applications and make their selection for recommendation to Council.

A new article 6 has been added to specify eligibility and criteria. Anything related to either of these topics in other articles has been removed and added to this item.

A recommendation that discussion of nominees take place in camera has been added to article 7 to protect their privacy.

Also included in the Policy is (a) a revised application form aligned to selection criteria, and (b) an evaluation form with a similar format to that used for Volunteer Recognition nominations.

3. FINANCIAL IMPACT

There is no financial impact from this policy amendment.

4. **STRATEGIC PLAN RELEVANCE**

Guiding Principles

- ***Collaborative Relationships:*** We facilitate strong social connections and citizen engagement, locally and beyond.

Strategic Directions

- ***Governance:*** Reform municipal committees to build a culture of inclusion.

5. **RECOMMENDATION AND DRAFT MOTION**

Draft Motion: moved and seconded that Procedural Policy #98 “Committees of Council” be amended as presented to include volunteer selection criteria.

Attachments - 3

Acknowledged only by:

Kevin Malloy
Interim CAO

#98 TOWN OF LUNENBURG PROCEDURAL POLICY

COMMITTEES OF COUNCIL – DRAFT REVISION

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. ~~Qualified applicants for Committees of Council will be reviewed and the nominee(s) selected for recommendation to Council by the Councillors who serve on that Committee, according to the following criteria.~~
 - a. ~~Eligibility~~
 - i. ~~The nominee must a resident of the Town of Lunenburg (exceptions may be made by Council if there are insufficient Town resident applicant numbers);~~

- ii. The nominee must be over 18 years of age (exceptions may be made by Council for a Committee specifically seeking youth representatives); and
 - iii. The nominee may not be currently serving on another Town Committee or Board, unless there is a specific requirement under the Committee's Terms of Reference or by Council approval.
 - b. Specific criteria:
 - i. The nominee must have demonstrated skills, interests, or special expertise that are relevant to the Committee;
 - ii. The nominee may represent a specified stakeholder or interest group in the community if applicable to the Committee;
 - iii. Members of Committees should reflect the diversity and service users/stakeholders of the community; and
 - iv. Prior experience with committees, boards or governance is an asset.
- 7. The **Committee Chair** shall recommend to Council the appointment of Councillors to Committees and external Boards and Committee for approval by motion of Council. **If Council wishes to discuss the nominees, it shall do so in camera.** These appointments may be reviewed within a term as determined by Council as set out herein.
- 8. Committee members shall be reimbursed their reasonable expenses for attending Committee meetings held outside the Town at such rate as prescribed by Town Policies.
- 9. Committee and external Board citizen members may receive an annual honourarium as set out in Town Policy and/or budget.
- 10. 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.
- 11. 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.

12. 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.
13. 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.
14. 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.
15. All Committee meeting minutes and records shall be open to the public except as expressly authorized by law.
16. 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.
17. Each Committee member, including the Chair, shall have one vote and there shall be no proxy or alternate voting.
18. 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.
19. 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.
20. Council hereby confirms the following standing Committees and their respective responsibilities as described.

Audit Committee

21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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

27. 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.
28. The Chair of the Committee of the Whole is the Mayor and in their absence the Deputy Mayor.
29. 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.
30. 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.
31. 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

32. 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.

33. 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

34. 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.
35. 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

36. 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.
37. 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.

Special Committees

38. 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.

- 39. The general provisions of this Policy shall also apply to Special Committees.
- 40. A Special Committee shall consist of at least two Council members, one of whom shall be the Chair.
- 41. 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

- 42. 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.
- 43. 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

<p><u>Clerk's Annotation For Official Policy Book</u> Date of notice to Council members of intent to consider Policy amendments: April 12, 2022 Date of passage of Policy amendments: I certify that this Policy amendment was adopted by Council as indicated above</p>	
<p>_____</p> <p>Municipal Clerk</p>	<p>_____</p> <p>Date</p>

Town of Lunenburg – Committee Structure

A. Internal Town Committees

- Anti-Racism Special Committee
- Audit Committee
- Committee of the Whole
- Heritage Advisory Committee
- Planning Advisory Committee
- Protective Services Committee

B. External Municipal Committees with Council Appointments/Nominations

- Lunenburg County Joint Accessibility Committee
- Region 6 Solid Waste Management Committee
- Lunenburg County Regional Emergency Management Organization

C. External Organizations with Council Appointments/Nominations

- Common Lands
- Cultural Plan Implementation Group
- Lunenburg Academy Foundation
- Lunenburg County Seniors' Safety Advisory Partnership
- Lunenburg Fishermen's Memorial Society
- Lunenburg Home for Special Care/Harbour View Haven
- Lunenburg Waterfront Association
- South Shore Housing Action Coalition
- South Shore Regional Library Board
- Western Regional Housing Authority

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.



TOWN OF LUNENBURG COMMITTEE APPLICATION FORM

The Town of Lunenburg Council is seeking volunteers to serve on Town Committees and Boards. Thank you for your interest.

- *Applicants must be a resident of the Town of Lunenburg; over 18 years of age; and should not be serving on another Town Committee or Board. Some exceptions apply.*
- *Lunenburg encourages applications from Indigenous persons, African Nova Scotians, racially visible persons, women (applying for non-traditional positions), persons with disabilities, persons of all ages 18+, and persons of the LGBTQ+ community.*

Applicant Name: _____

Mailing Address: _____

Street/Civic Address: _____

Work Phone: _____ **E-mail:** _____

Home Phone: _____ **Cell Phone:** _____

What is the best way to contact you if we have questions about your application or require further information?

Are you requesting a residency, age or service exception (see first bullet above)? Please explain.

Please indicate the Committee(s) and/or Board(s) that you would like to serve on indicating your first, second, etc., choices:

Describe your relevant employment and/or volunteer experience.

If you wish to self-identify as a member of a diverse community, please do so below.

Are you available for monthly meetings, including daytime and nighttime meetings?

For more information about these Committees and Boards, please contact the Town Hall at 634-4410, ext. 225.

<p>Please return to: Ann Covey, Administrative Assistant Town of Lunenburg 119 Cumberland Street PO Box 129 Lunenburg, NS B0J 2C0 Phone: 902-634-4410, ext. 225 Fax: 902-634-4416 email: acovey@townoflunenburg.ca</p>	<p><i>For Office Use Only:</i> <i>Date Received:</i> _____ <i>Circulated to:</i> _____ <i>Date Considered by Council:</i> _____ <i>Applicant Notified:</i> _____</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

COMMITTEE VOLUNTEER NOMINATIONS – SELECTION PROCESS

Name of Committee: _____

Name of Applicant: _____

Scoring Weight	Criteria	% Awarded
5%	TOL resident	
5%	Meeting availability	
20%	Professional and/or volunteer experience relevant to committee responsibilities	
20%	Other perspective considered valuable to the committee	
20%	Contribution to equity, diversity and inclusion	
20%	Prior experience with committees/boards of organizations and/or with governance	

TOTAL SCORE: _____ / 100%

Accessibility or other accommodation requirements:

Any additional comments:

Excerpt: Procedural Policy #98 Committees of Council

6. *Public appointments to Committees will be selected for recommendation to Council by the Councillors who serve on that Committee, according to the following criteria.*
 - a. *General criteria:*
 - i. *The nominee must a resident of the Town of Lunenburg (exceptions may be made by Council);*
 - ii. *The nominee must be over 18 years of age (exceptions may be made by Council for a Committee specifically seeking youth representatives); and*
 - iii. *The nominee may not be currently serving on another Town Committee or Board, unless there is a specific requirement under the Committee's Terms of Reference.*
 - b. *Specific criteria:*
 - i. *The nominee must have demonstrated skills and interests, or special expertise, that are relevant to the Committee;*
 - ii. *The nominee may represent a specified stakeholder or interest group in the community if applicable to the Committee;*
 - iii. *Members of Committees should reflect the diversity and service users/stakeholders of the community; and*
 - iv. *Prior experience with committees, boards or governance is an asset.*

COMPREHENSIVE COMMUNITY PLAN: QUARTERLY REPORT

Q4 2021/22: Jan 1 – Mar 31, 2022

Council Presentation: April 12, 2022





ICON KEY – 10 STRATEGIC DIRECTIVES



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► Five-Year Plan – Status

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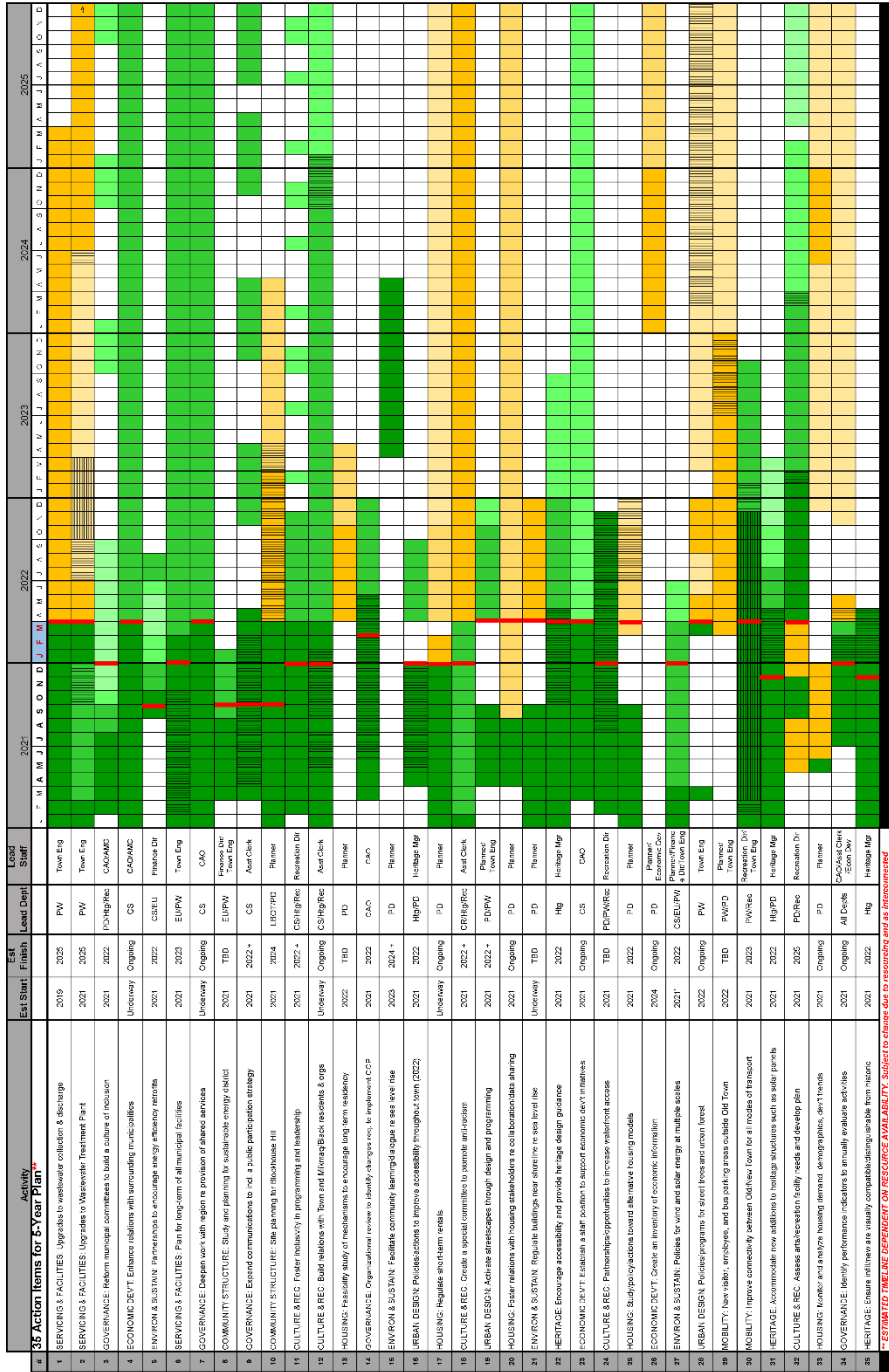
Note: ✓ = Annual Work Plan 2021/22 milestone completed; √ milestone semi-completed

FIVE YEAR PLAN – ACTION SUMMARY CHART

As of Mar 31, 2022

Note: The chart shows the blocks as anticipated Mar 2021. The red line indicates progress to date, reflecting changes to the timeline.

COMPREHENSIVE COMMUNITY PLAN (CCP) | 5-YEAR PLAN
35 CCP ACTION ITEMS - Summary of Work Plans
Estimated Time Line ** Q4 2021/22 - YTD March 31, 2022





COMMUNITY STRUCTURE

ANNUAL WORK PLAN

 **STRATEGIC DIRECTION:**
Community Structure

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MUNICIPAL LEAD	KEY STAKEHOLDERS	MILESTONES FOR FISCAL 2021/22
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.	#8 Study & planning for a sustainable energy district	Planning Electric Public Works	Private investors, Smart Cities, Province & other municipalities.	▶ Scope of work/RFP preparation, & hiring of external consultant for energy study
	#10 Site planning for Blockhouse Hill	Planning	Developers, Housing NS & Housing advocacy groups	▶ Development plan initiation: surveying, appraisal, preliminary engineering review ▶ Enabling MPS, Land Use & Subdivision Bylaws with specifications in progress will include comprehensive zoning

STATUS

Action 8	Study and planning for a <u>sustainable energy district</u> <ul style="list-style-type: none"> ▶ Project planning underway for study ▶ Funding: Potential funding for study – NS Low Carbon Communities Program
Action 10	Site planning for <u>Blockhouse Hill</u> <ul style="list-style-type: none"> ▶ Surveying work is underway for land title migration(s) for the site ▶ Funding: No updates

HOUSING

ANNUAL WORK PLAN



STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MUNICIPAL LEAD	KEY STAKEHOLDERS	MILESTONES FOR FISCAL 2021/22
A town that offers a wide range of high quality and affordable housing options.	#13 Conduct a feasibility study of mechanisms to encourage long-term residency	Planning	Housing/Planning consultant, Province of NS & local homeowners	▶ Scheduled to begin work in 2022/23
	#17 Regulate short-term rentals	Planning	Local short-term rental operators & Province of NS	▶ Enabling MPS, Land Use & Subdivision Bylaws to be completed first ✓
	#20 Continue to foster relationships with housing stakeholders to foster collaboration & data sharing	Planning	Housing/Planning consultant, Canadian Mortgage Housing Corporate (CMHC), Housing NS, South Shore Housing Action Coalition, Affordable Housing Association of NS, regional non-profit housing providers, local home owners & renters, local land lords & private developers	▶ Initiate conversations with Housing NS, SSHAC, & other stakeholders on related policy, funding, & development work ✓
	#25 Study, policies & other actions toward alternative housing models	Planning		▶ Enabling MPS, Land Use & Subdivision Bylaws to be completed first ✓
	#33 Continue to monitor & analyze housing demand & supply, demographic indicators & relevant development trends	Planning		▶ Baseline data needed; consultant not included in 2021/22 budget

STATUS

Action 13	Feasibility study of mechanisms to encourage <u>long-term residency</u> ▶ N/A in 2021/22
Action 17	Regulate <u>short-term rentals</u> ▶ Some STR regulation included in new Land Use Bylaw ▶ Possibility for a Lunenburg County regional approach ▶ Funding: No updates
Action 20	Relationships with <u>housing stakeholders</u> to foster collaboration and data sharing ▶ NS Dept. of Municipal Affairs and Housing has issued an RFP for a Provincial Housing Needs Assessment for each of the province's 49 municipalities in 2022/23 ▶ Funding: N/A in 2021/22
Action 25	Study, policy, and other actions toward <u>alternative housing models</u> ▶ Alternative housing models are enabled in new MPS/LUB ▶ Funding: N/A in 2021/22
Action 33	Monitor and analyze <u>housing demand and supply, demographic indications, and relevant development trends</u> ▶ N/A in 2021/22 ▶ National census results will be released through 2022, including a housing portrait in Sep

SERVICING & FACILITIES

ANNUAL WORK PLAN



STRATEGIC DIRECTION:
Servicing & Facilities

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MUNICIPAL LEAD	KEY STAKEHOLDERS	MILESTONES FOR FISCAL 2021/22
A town where the long-term infrastructure needs of the community are met through strategic management and incremental, well-phased upgrades that are financially sustainable.	#1 Plan & make upgrades to the wastewater collection & discharge system	Public Works	Infrastructure Canada & Service NS	<ul style="list-style-type: none"> ▶ Capital projects: lift stations, catch basins & salt water intrusion remediation ✓ ▶ Sanitary & storm master plan deferred to 2022/23
	#2 Upgrades to the wastewater treatment plant	Public Works	Infrastructure Canada & Service NS	<ul style="list-style-type: none"> ▶ Engineering pre-design reports July 2021 ▶ Flood Study interim recommendations implementation ✓
	#6 Plan for long-term of all municipal facilities, including renovation, sale or lease.	Public Works Planning Heritage	Community groups, real estate experts & Parks Canada	<ul style="list-style-type: none"> ▶ Facilities report including Heritage & Planning implications for redevelopment (internal) ▶ Capital facilities maintenance projects: Town Hall, Annex, Arena, Skate Park, & Fire Hall

STATUS

Action 1	<p>Upgrades to the <u>wastewater collection and discharge system</u></p> <ul style="list-style-type: none"> ▶ Maintenance: Catch basins and lift stations have been cleaned this quarter ▶ Collection system: Design completed for Bluenose Drive sewer main re-lining; tender to be issued Apr 2022 ▶ Water/Wastewater System survey and GIS development projects underway ▶ Connections: Action 2 (Servicing & Facilities) re: upgrades to WWTP ▶ Funding: No updates
Action 2	<p>Upgrades to the <u>wastewater treatment plant</u></p> <ul style="list-style-type: none"> ▶ WWTP pre-design for more specific engineering and budget detail on chosen upgrade options in progress; will continue into 2022/23 ▶ Geotechnical study completed and awaiting report ▶ Connections: Action 1 (Servicing & Facilities) re: upgrades to collection system ▶ Funding: Application submitted to Investing in Canada Infrastructure Program for WWTP design and construction
Action 6	<p>Plan for long-term of all <u>municipal facilities</u></p> <ul style="list-style-type: none"> ▶ Supplier to prepare the Town Hall Exterior Restoration Tender Package supplier selected; tender drafting begins in Apr 2022 ▶ Town Asset Disposition Policy (buildings/land) pending presentation to Council ▶ Surveying and/or land title migration continues for 17 Tannery Road and other municipally-owned properties ▶ Connections: Action 32 (Culture & Recreation) re: regional arts and recreation facility evaluation ▶ Funding: Application to Parks Canada's National Cost-Sharing for Heritage Places re: Town Hall exterior assessment



MOBILITY

ANNUAL WORK PLAN



STRATEGIC DIRECTION: Mobility

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MUNICIPAL LEAD	KEY STAKEHOLDERS	MILESTONES FOR FISCAL 2021/22
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.	#29 Plan for new visitor, employee & bus parking areas outside of Old Town & associated programs	Planning Public Works Corporate Services	Private sector operators, community groups, Tourism NS & external consultant	▶ Planning scheduled to initiate in 2022/23. Enabling MPS, Land Use & Subdivision Bylaws to be completed first
	#30 Improve connectivity between Old Town & New Town for all modes of transportation.	Planning Public Works Recreation	External consultant & other levels of government funding	▶ Evaluate Bikeway Concepts Design provided by Bicycle NS for feasibility (internal) ✓ ▶ Capital projects: Tannery Road sidewalk surveying & legal, Back Harbour trail resurfacing ✓

STATUS

Action 29	<p>Plan for new visitor, employee, and bus parking areas outside Old Town</p> <ul style="list-style-type: none"> ▶ N/A in 2021/22
Action 30	<p>Improve connectivity between Old/New Town for all modes of transportation</p> <ul style="list-style-type: none"> ▶ Bicycle NS trial/pilot project team meetings with LBOT re: project preparation for a contraflow bike lane and pedestrian mall on Montague Street in Oct 2022 ▶ Design RFPs being prepared for Green Street and Tannery Road sidewalks ▶ Back Harbour Trail resurfacing to be completed in Winter 2022 ▶ Connections: Action 24 (Culture & Recreation) re: waterfront accessibility ▶ Funding: Bicycle NS providing funding for pilot project; application being prepared for Infrastructure Canada’s Active Transportation Fund for Green Street sidewalk; funding received for trail resurfacing



ECONOMIC DEVELOPMENT

ANNUAL WORK PLAN

\$ STRATEGIC DIRECTION:
Economic Development

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MUNICIPAL LEAD	KEY STAKEHOLDERS	MILESTONES FOR FISCAL 2021/22
A town where year-round, well-paying employment is available to all residents.	#4 Enhance relationships with surrounding communities & municipalities	Corporate Services	MODL, Bridgewater, Mahone Bay, Chester & Queens	<ul style="list-style-type: none"> ▶ New Economic Development Officer action priority. ✓ ▶ Joint services streamline development & regional business development opportunities, e.g. building & technology services ✓
	#23 Establish a staff position that can support economic development initiatives	Corporate Services	MODL, Bridgewater, Mahone Bay, Chester, LBOT & Develop NS	<ul style="list-style-type: none"> ▶ Economic Development Officer recruitment & onboarding to realize CCP initiatives ✓
	#26 Create an inventory of economic information, including vacant & available land or storefronts, as well as other economic data.	Planning Corporate Services	MODL, Bridgewater, Mahone Bay, Chester, LBOT & Develop NS	<ul style="list-style-type: none"> ▶ Economic Development Officer Action item when in place, with Planning

STATUS

Action 4	<p>Enhance relationships with <u>surrounding communities and municipalities</u></p> <ul style="list-style-type: none"> ▶ Ongoing joint services and regional discussion forums ▶ Regional meeting of Economic Development Officers since Lunenburg’s re-start are continuing ▶ Connections: Action 7 (Governance) re: deepening work with local and regional partners in the provision of shared services ▶ Funding: No updates
Action 23	<p>Establish a <u>staff position</u> that can support economic development initiatives</p> <ul style="list-style-type: none"> ▶ Completed: contract renewed for additional one-year term to Aug 2023 ▶ Funding: Ongoing research for various municipal funding sources
Action 26	<p>Create an <u>inventory</u> of economic information</p> <ul style="list-style-type: none"> ▶ Long-term asset-mapping project for Economic Development & Funding Manager with assistance from Planning Technician ▶ Funding: N/A in 2021/22



HERITAGE

ANNUAL WORK PLAN



STRATEGIC DIRECTION:
Heritage

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MUNICIPAL LEAD	KEY STAKEHOLDERS	MILESTONES FOR FISCAL 2021/22
A town which continues to evolve as a living heritage site and recognizes a holistic view of its diverse history.	#22 Policy to encourage accessibility & provide heritage design guidance	Heritage	Lunenburg County Joint Accessibility Advisory Committee	▶ Develop Lunenburg Accessibility Operational Plan, facilitated by Lunenburg County Joint Accessibility Coordinator (to be hired) ✓
	#31 Accommodate new additions to heritage structures such as solar panels without detrimental impacts to heritage value	Heritage	Efficiency NS	▶ Enabling Heritage Conservation District Plan & Bylaw to be completed first; Action #31 is included in document
	#35 Ensure infill & new development is visually compatible with, subordinate to, & distinguishable from the historic place	Heritage	Other NS UNESCO sites	▶ Enabling Heritage Conservation District Plan & Bylaw to be completed first; Action #35 is included in document

STATUS

Action 22	<p>Policy to encourage <u>accessibility</u> and provide <u>heritage design guidance</u></p> <ul style="list-style-type: none"> ▶ Brighter Communities HCD work in progress; team recently in town working on built form analysis ▶ Connections: Actions 31, 35 (Heritage) re: HCD bylaw accommodations; Action 16 (Urban Design) re: improving accessibility throughout town ▶ Funding: No updates
Action 31	<p>Accommodate <u>new additions to heritage structures e.g. solar panels</u></p> <ul style="list-style-type: none"> ▶ Heritage Conservation District Plan & Bylaw update will address ▶ Connections: Actions 22, 35 (Heritage) re: HCD bylaw accommodations
Action 35	<p>Ensure infill/new development is <u>visually compatible/subordinate/distinguishable</u></p> <ul style="list-style-type: none"> ▶ Heritage Conservation District Plan & Bylaw update will address ▶ Connections: Actions 22, 35 (Heritage) re: HCD bylaw accommodations

URBAN DESIGN

ANNUAL WORK PLAN



STRATEGIC DIRECTION:
Urban Design

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MUNICIPAL LEAD	KEY STAKEHOLDERS	MILESTONES FOR FISCAL 2021/22
A town that is shaped by cohesive design & supported by amenities that creates an attractive, enjoyable, & sustainable urban environment for residents & visitors.	#16 Policies & other actions to improve accessibility throughout the town	Heritage Public Works	Lunenburg County Joint Accessibility Advisory Committee & NS Accessibility Advisory Board	<ul style="list-style-type: none"> ▶ Develop Lunenburg Accessibility Operational Plan, facilitated by Lunenburg County Joint Accessibility Coordinator (to be hired) ✓ ▶ Draft RFQ for development of accessible sidewalk standards & guidelines ✓
	#19 Activate streetscapes through design & programming	Planning Public Works	Develop NS, LBOT & external consultant.	▶ Project budget deferred to 2022/23.
	#28 Policies & programs for street trees & urban forest	Planning Public Works	Forest NS Department of Lands & Forestry & Canadian Urban Forest Research Group	▶ Project budget deferred to 2022/23.

STATUS

Action 16	<p>Improve <u>accessibility</u> throughout the town</p> <ul style="list-style-type: none"> ▶ Draft Street Encroachment Bylaw to be presented to Council in Apr 2022 ▶ RFPs for an Accessible Parking Spaces assessment and Accessible Sidewalks standards and guidelines closed, but work to be postponed (2023/24 targeted) ▶ Lunenburg Arena and Community Centre accessibility improvements scheduled for 2022/23 ▶ Connections: Action 22 (Heritage) re: policy to encourage accessibility ▶ Funding: Lunenburg Academy Foundation seeking funding for repairs on walkway to accessible entrance; application to CCTH Rink Revitalization Fund for accessibility upgrades to Arena; pending application for skate park accessible walkway and lighting
Action 19	<p>Activate <u>streetscapes</u> through design and programming</p> <ul style="list-style-type: none"> ▶ N/A in 2021/22
Action 28	<p>Policies and programs for street trees and <u>urban forest</u></p> <ul style="list-style-type: none"> ▶ “Trees that Please” program planning has begun for 2022/23 ▶ Funding: N/A in 2021/22; funding opportunity through Province’s Beautification and Streetscaping program expected in Apr 2022

ENVIRONMENT & SUSTAINABILITY

ANNUAL WORK PLAN



STRATEGIC DIRECTION:
Environment & Sustainability

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MUNICIPAL LEAD	KEY STAKEHOLDERS	MILESTONES FOR FISCAL 2021/22
A town that is ecologically diverse and climate resilient that has adapted to a changing climate while also reducing its overall footprint on the natural environment.	#5 Partnerships to encourage energy efficient retrofits	Corporate Services Electric Public Works	Efficiency NS, NSPI, Departments of Natural Resources, Energy & Mines & Infrastructure Canada	<ul style="list-style-type: none"> ▶ Scope of work/RFP preparation, & hiring of external consultant re operating study
	#15 Facilitate ongoing community learning & dialogue about sea level rise & climate change projections & adaptation measures	Planning	Town residents, NS Environment, Department of Municipal Affairs, Housing NS, Coastal Action, Fisheries & Oceans Canada & Environment & Climate Change Canada	<ul style="list-style-type: none"> ▶ Scheduled to begin 2023. Flood Study modeling tool available online
	#21 Policies to regulate buildings near the shoreline as part of sea level rise adaptation	Planning	Environment & Climate Change Canada	<ul style="list-style-type: none"> ▶ Enabling MPS & Land Use Bylaw to be completed ✓ ▶ Pending Provincial Coastal Protection Act Regulations will need to be assessed for Town impact
	#27 Policies for wind & solar energy at multiple scales	Corporate Services Electric Public Works	NSPI	<ul style="list-style-type: none"> ▶ Enabling MPS, Land Use Bylaw & Heritage Conservation District guidelines required first ✓

STATUS

Action 5	Partnerships to encourage energy efficient retrofits <ul style="list-style-type: none"> ▶ RFP to be drafted for study – timing TBD ▶ Funding: No update
Action 15	Ongoing community learning/dialogue about sea level rise and climate change <ul style="list-style-type: none"> ▶ N/A in 2021/22
Action 21	Regulate buildings near the shoreline as part of sea level rise adaptation <ul style="list-style-type: none"> ▶ N/A in 2021/22
Action 27	Policies for wind and solar energy at multiple scales <ul style="list-style-type: none"> ▶ N/A in 2021/22

CULTURE & RECREATION

ANNUAL WORK PLAN



STRATEGIC DIRECTION:
Culture & Recreation

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MUNICIPAL LEAD	KEY STAKEHOLDERS	MILESTONES FOR FISCAL 2021/22
A town where all community members have access to cultural and recreation experiences.	#11 Foster inclusivity in programming & leadership	Corporate Services Heritage Recreation	Lunenburg Foundation for the Arts, local artists, South Shore Multicultural Association, ISANS, Black Loyalist Heritage Centre, Acadia First Nation, Native Council of NS, South Shore Sexual Health Centre, SSRCE & Lunenburg Pride	<ul style="list-style-type: none"> ▶ Anti-Racism Special Committee report & recommendations ✓ ▶ Continue special flag-raising events such as Pride, Mi'kmaq Grand Council, Transgender Day of Mourning & Pan-African ✓
	#12 Build relationships between the Town & Mi'kmaq residents & organizations, & the Town & Black residents & organizations in the area	Corporate Services Heritage Recreation		<ul style="list-style-type: none"> ▶ Anti-Racism Special Committee report & recommendations ✓
	#18 Create a special committee to promote anti-racism & decolonization, with particular emphasis on the lived experiences & aspirations of Black, Indigenous, & people of colour in Lunenburg	Corporate Services Heritage Recreation		<ul style="list-style-type: none"> ▶ Anti-Racism Special Committee report & recommendations re: Municipal Action Plan Against Racism & Discrimination ✓
	#24 Facilitate partnerships & opportunities to increase waterfront access, including boardwalks & walking paths	Planning Public Works Recreation		<ul style="list-style-type: none"> ▶ Connected to Mobility Action #30: improve connectivity between Old/New Town; ongoing partnerships with community organizations
	#32 Study & access the regional arts & recreation facility needs, & develop an integrated strategy for renovation/new construction	Planning Public Works Recreation		<ul style="list-style-type: none"> ▶ Servicing & Facilities Action #6 re Town facilities building report to be completed first; future regional project development will be required

STATUS

Action 11	<p>Foster <u>inclusivity</u> in programming and leadership</p> <ul style="list-style-type: none"> ▶ Continue to host annual special events in collaboration with diverse stakeholders – this quarter included a flag raising for African Heritage Month ▶ New Flag Raisings and Proclamations Policy designates many special flag raisings as standard in the Town event calendar ▶ New winter equipment loan program instituted, e.g., snowshoes and walking poles ▶ PRO Kids continues to provide financial assistance for children and youth ▶ Connections: Actions 12 and 18 (Culture & Recreation) re: anti-racism initiatives; Action 3 (Governance) re: reforming Town committees ▶ Funding: Approved grants from Provincial government for African Heritage Month and Federal government for Canada Day; pending applications to ParticipACTION for summer equipment loan program and to Sport NS for cricket pitch; pending United Way grant in support of PRO Kids program
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Action 12	Build relationships with <u>BIPOC residents</u> and organizations in the area ▶ Connections: Actions 11 and 18 (Culture & Recreation)
Action 18	Special committee to promote <u>anti-racism</u> and decolonization ▶ Anti-Racism Special Committee (ARSC) replaced two vacancies ▶ Lunenburg County municipalities have approved a regional approach in principle ▶ Consultants re-directed from Lunenburg action plan writing to consult with five municipalities + Acadia First Nation to draft a terms of reference for a Lunenburg County committee ▶ Connections: Actions 11 and 12 (Culture & Recreation) re: fostering inclusivity and reaching out to BIPOC residents; Action 3 (Governance) re: reforming Town committees ▶ Funding: Change order for consultants does not affect budget
Action 24	Facilitate partnerships and opportunities to <u>increase waterfront access</u> ▶ 2021/22 Capital projects furthering this goal include: Back Harbour Trail re-surfacing (Winter 2022 completion) ▶ Connections: Action 30 (Mobility) re: connectivity between Old/New Town ▶ Funding: Provincial funding received for trail resurfacing
Action 32	Assess <u>regional arts and recreation facility</u> needs and develop an integrated strategy ▶ Staff are preparing a report on the proposed drafting of a long-term Recreation and Culture Project Management Plan ▶ Connections: Action 6 (Servicing & Facilities) re: long-term Town facilities plan ▶ Funding: Provincial applications to the Rink Revitalization Fund for capital infrastructure of the Arena, and Recreation Facility Development funding for Skate Park improvements

GOVERNANCE

ANNUAL WORK PLAN



STRATEGIC DIRECTION:
Governance

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MUNICIPAL LEAD	KEY STAKEHOLDERS	MILESTONES FOR FISCAL 2021/22
A town where positive relationships, communication, continual engagement, and shared vision are the foundation to municipal decision-making.	#3 Reform municipal committees to create a culture of inclusion	Corporate Services Planning Heritage Recreation	NSFM, other municipalities, Province of NS & external consultant	▶ Anti-Racism Special Committee report & recommendations ✓
	#7 Deepen work with local & regional partners in the provision of shared services	Corporate Services	MODL, Bridgewater, Mahone Bay Chester & Queens	▶ 2021/22 opportunities include IT services, fire inspection, bylaw enforcement, & building inspection ✓
	#9 Expand Town's communication plan to include a public participation strategy	Corporate Services Planning Heritage	Community Sector Council of NS, Inspiring Communities & AMANS	▶ Public participation strategy to be developed (internal)
	#14 Undertake an organizational review that will identify changes required for enabling implementation of the CCP	Corporate Services	External consultant	▶ RFP for external consulting service with Council and staff support to implement ✓
	#34 Identify performance indicators & appropriate measurements to annually evaluate activities of the municipality	All Departments	NSFM, other municipalities, St. FX Coady International Institute & external consultant	▶ RFP for external consulting service with Council and staff support to implement ✓

STATUS

Action 3	<p><u>Reform municipal committees to build a culture of inclusion</u></p> <ul style="list-style-type: none"> ▶ Proposed amendment to Committees of Council Policy includes EDI selection criteria ▶ Connection: Actions 11, 12 and 18 (Culture & Recreation) re: inclusive leadership, outreach to BIPOC community, and the Anti-Racism Special Committee's work; and Action 14 (Governance) re: organization and bylaws/policies review
Action 7	<p><u>Deepen work with local/regional partners in the provision of shared services</u></p> <ul style="list-style-type: none"> ▶ Ongoing joint services and regional discussion forums ▶ Opportunities for regional cooperation on anti-racism initiatives, a regional housing strategy, and short-term rentals in development ▶ Connections: Action 4 (Economic Development) re: enhancing relationships with surrounding communities and municipalities ▶ Funding: No update
Action 9	<p><u>Expand communication plan to include a public participation strategy</u></p> <ul style="list-style-type: none"> ▶ Public Participation Program policy for Planning coming to Council in Apr 2022; general strategy in progress ▶ Funding: N/A at this time



Action 14	Undertake an <u>organizational review</u> that will identify changes required for implementation of CCP <ul style="list-style-type: none">▶ Project began in Jan 2022; to be completed Apr/May 2022▶ Review of Town Bylaws and Policies to kick-off in spring 2022▶ Connections: Action 34 (Governance) re: performance indicators and evaluation measurements▶ Funding: No update
Action 34	Identify <u>performance indicators/measurements</u> to evaluate activities of the Town <ul style="list-style-type: none">▶ Project kicked off in Mar 2022; to be completed Sep/Oct 2022▶ Connections: Action 14 (Governance) re: organization and bylaws/policies review▶ Funding: No update



NEXT STEPS

- ▶ Staff CCP Workshop day scheduled for Apr 5, 2022
- ▶ Town Budgets 2022/23 to be approved by Council – anticipated completion Apr/May 2022
- ▶ Annual Work Plan 2022/23 to set milestones for the upcoming fiscal year – anticipated completion May 2022
- ▶ Disposal of Asset Policy in development
- ▶ Extension of Services Policy in development
- ▶ Quarterly Reports process to be revisited

Circulated: _____

Document No:

Meeting: Council, April 12, 2022

Circulate To: Council, KM

File:

MEMORANDUM

TO: TOWN COUNCIL

FROM: ARTHUR MACDONALD, HERITAGE MANAGER

DATE: MARCH 28, 2022

RE: SOUTH SHORE PLAYERS - SIGNAGE

1. FACTS

South Shore Players have made an application to erect signage on Town land, within the Victoria Street right-of-way, in front of the Independent located at 143 Victoria Street. They have been doing this for several years to promote their productions.

Under Part 7.8.4 (i) of the new Land Use By-law (LUB) (**Attachment A**), signs located on public rights-of-way require the permission of the property owner. Therefore, South Shore Players is requesting Council's permission to erect the sign as shown in **Attachment B**.

Pursuant to Part 7.8.5 (n) of the LUB (**Attachment A**), temporary community special event signs that are displayed for the duration of the event and removed within one week of the event's conclusion are permitted in all Form Zones and a development permit is not required. The South Shore Players signage on the Central United Church site would fall under this provision. As the Victoria Street location is an off-site location within the public street right-of-way, Council's permission is required pursuant to Part 7.8.4 (i).

2. ISSUES AND OPTIONS

To help facilitate this community event, it is recommended that Council provides approval to South Shore Players to erect their sign within the Victoria Street right-of-way, in front of the Independent located at 143 Victoria Street, as shown in **Attachment B**.

It is also recommended to enable South Shore Players to undertake this signage for the next five (5) years, until the end of 2026, to erect their sign for a four-week period, in April/May as well as a four-week period in November/December subject to Council's absolute discretion in case the right-of-way area is required for any public purpose.

There are three (3) options:

- 1) To refuse the request;
- 2) To approve the request for only the 2022 season; or
- 3) To approve the request for up to and including the 2026 calendar year or an alternative date as Council determines.

3. FINANCIAL IMPACT

There will be no financial impact to the Town as of a direct result of the proposed request and subsequent approval.

4. STRATEGIC PLAN RELEVANCE

The approval of this request is in keeping with the Town's CCP, in particular:

Collaborative Relationships: We facilitate strong social connections and citizen engagement, locally and beyond.

Culture and Recreation: Direction to support community life and assets in Lunenburg, including cultural identity, heritage interpretation, and the arts sector, as well as parks, open spaces, sports, and other activities.

5. RECOMMENDATION AND DRAFT MOTION

The following motion is recommended:

Motion: Moved and seconded that Council approves the South Shore Players request to install signage within the Victoria Street right-of-way, in front of the Independent located at 143 Victoria Street, as shown in Attachment B for the 2022, 2023, 2024, 2025 and 2026 calendar years for a four-week period during the months of April and May, as well as for a four-week period during the months of November and December, at the absolute discretion of Council in case the right-of-way area is required for any public purpose.

ATTACHMENTS:

- A. Part 7.8.4 and Part 7.8.5 of the Land Use By-law
- B. Proposed Site Location

Acknowledged by:

Kevin Malloy
Interim CAO

ATTACHMENT A
Part 7.8.4 and Part 7.8.5 of the Land Use By-law

Prohibited Signs

7.8.4 The following signs shall be prohibited:

- (a) Signs that incorporate any flashing or moving illumination, except for menu board signs.
- (b) Signs that incorporate illumination that varies in intensity or colour, including flashing lights, except for menu board signs.
- (c) Roof signs.
- (d) Signs that are a hazard to public health or safety.
- (e) Signs that obstruct drivers' vision or any traffic sign or traffic control device.
- (f) Signs that obstruct the use of a fire escape door, windows, or other required exit.
- (g) Signs that make use of such words as "STOP", "LOOK", "ONE WAY", "DANGER", "YIELD", or any other similar words, phrases, or symbols so as to interfere with or confuse traffic.
- (h) Signs that advertise a product, service, or business that is not available at that location.
- (i) Signs on public property or public right-of-way, unless:
 - i. erected by a public authority;
 - ii. erected with the permission of the owner of the property; or

- iii. the sign is a portable sign in compliance with this By-law.
- (j) Signs painted upon, attached to, or supported by a tree, stone, cliff, or other natural object.

Signs Permitted in all Form Zones

7.8.5 The following signs are permitted in all form zones and a development permit is not required:

- (a) Signs identifying the name and address of a private residence or the name of the resident, and not more than 0.2 square metres (2.15 square feet) in sign area.
- (b) "No trespassing" signs or other such signs regulating the use of a property, and not more than 0.2 square metres (2.15 square feet) in sign area.
- (c) Real estate signs, not exceeding 1.5 square metres (16 square feet) in sign area in the Rural, Marine, and Industrial Form Zones and 0.5 square metres (5.3 square feet) in sign area other zones, which advertise the sale, rental or lease of the premises.
- (d) Signs regulating or denoting on-premises traffic or parking, or other signs denoting the direction or function of various parts of a building or premise provided that the signs are less than 0.5 square metres (5.3 square feet) in area.

- (e) Signs erected by a government body, or under the direction or authority of such a body, such as, but not limited to, traffic signs, railroad crossing signs, safety signs, signs identifying public schools, public election lists and signs, public interpretive signs, and commercial direction signs forming part of a direction sign program for the Town.
- (f) Memorial signs or tablets and signs denoting the historical significance and date of erection of a structure.
- (g) The flag, pennant, or insignia of any government, or of any charitable, religious or fraternal organization.
- (h) A sign having an area of not more than 4.5 square metres (48.4 square feet) incidental to construction and located on the same site as the building under construction.
- (i) Signs associated with a Federal, Provincial or Municipal election.
- (j) One sign for each street frontage of a lot to be subdivided, each with a maximum area of 3.0 square metres (32 square feet) and a maximum height of 5.0 metres (16.4 feet) advertising a subdivision, and located within the area of the plan of subdivision.
- (k) One sign for each street frontage of a lot to be developed, each with a maximum area of 3.0 square metres (32 square feet) and a maximum height of 5.0 metres (16.4 feet), advertising a dwelling development of more than six dwelling units, and located on the parcel to be developed.

- (l) Signs (including banners) indicating "open", "closed", "sale" or similar terms for any business.
- (m) Temporary signs in windows advertising sales and bargains that are displayed for two weeks or less.
- (n) Temporary community special event signs that are displayed for the duration of the event and removed within one week of the event's conclusion.
- (o) Notices attached to a community bulletin board if a development permit has been issued for the community bulletin board.
- (p) Advertising signs on Town-owned recreation lands which reflect a significant support of the recreation facility by the advertiser if approved by both the Town Council and any operator of the facility.

**Attachment B
Proposed Site Location**



#96. TOWN OF LUNENBURG PROCEDURAL POLICY

COUNCIL AND COMMITTEE MEETINGS AND PROCEEDINGS

PURPOSE

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

DEFINITIONS

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

PROCEDURE

Time, Place, Date and Notice of Meetings

3. Unless otherwise specified pursuant to section 4, regular meetings of Council shall be held:
 - (1) at the Lunenburg Town Hall, **or conducted by electronic means in accordance with section 19A of the Municipal Government Act [also applicable for meetings of committees];**

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

(3) commencing at 6:00 p.m.; and

(4) a Council member may participate in a Council meeting through electronic means in accordance with section 19A of the Municipal Government Act [also applicable for members of committees].

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

(1) by motion or consensus of Council; or

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

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

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

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

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

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

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

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

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

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

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

(1) a telephone number at which the Councillor ordinarily may be reached, with voice

messaging capability with adequate capacity at all times to receive messages of one minute in length regarding Council meetings and Town business, and which the Councillor will regularly check for Town messages; and

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

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

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

Conduct of Meetings: General

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

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

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

(10) in camera business;

(11) in camera notices of motion and recommendations; and

(12) adjournment.

12. Five business days before a Council meeting, a Councillor or member of the public may request of the Mayor and Clerk to **add a Council agenda** item with relevant and sufficient particulars and supporting documentation which the Mayor shall in consultation with the Clerk determine to which Council or Committee meeting the agenda the item shall be added at the upcoming or a subsequent meeting(s).

13. (1) Alternatively, a Councillor may give **notice of motion to add an agenda item** at a Council meeting which shall be:

a. be in writing;

b. include the name of the mover;

c. be received by the Clerk at a regular meeting of the Council; and

d. be printed in full in the agenda for the next regular meeting and each successive meeting of the Council until considered or otherwise disposed of.

(2) When a Councillor's motion has been called at two successive meetings of the Council and not proceeded with, it shall be deemed to have been withdrawn and be removed from the agenda unless the Council otherwise decides.

(3) The mover may withdraw a notice of motion at any time prior to the commencement of debate thereon.

(4) Council may waive notice of motion on a two-thirds vote of the Council members present and voting except for Policy and Bylaw matters.

(5) A point of order or personal privilege may be introduced without written notice and without leave.

(6) The following motions may be introduced without notice and without leave:

a. a motion to adjourn;

b. a motion to call for the question;

c. a motion to refer;

d. a motion to table or to defer to a day certain;

e. an amendment to a motion;

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

Conduct of Meetings: Motions and Voting

21. The Chair shall state every **question** properly presented to Council if no Councillor offers to speak, the Chair shall put the question, after which no Councillor shall be permitted to speak upon it.

22. The usual form of voting on any question shall be by the Chair calling for "yeas" and "nays", but any Councillor, before or after a voice vote can call for, and obtain through the Chair, a show of hands.

23. The Mayor and every Councillor who is present when a motion is put, shall vote thereon unless the Councillor has declared an interest in the motion. A failure to expressly signal a "yea" or "nay" or raise one's hand shall be deemed to be a "nay" vote. A tie vote results in the motion being defeated.

24. A motion must be seconded and then repeated by the Chair or read aloud by the Clerk before it is debated. The Chair may direct that the motion be put in writing, repeated, displayed or read aloud by the Clerk before it is debated or voted on.

25. After reading of a motion by the Chair or Clerk, it shall be open for discussion. The motion is deemed to be in the possession of Council at this time.

26. A motion which has been seconded and stated by the Chair may at any time before the Council has voted on it be **withdrawn** by the mover with the unanimous consent of Council.

27. When any question is before the Council, the only motions in order shall be:

(1) a motion to amend the original motion;

(2) a motion to refer the question, including the motion and amendment if one is moved, to any Committee;

(3) a motion to defer the consideration of the question either indefinitely or to a specified time;

(4) a motion to close the debate at a specified time; and

(5) a motion that the question be put to a vote.

28. A motion

(1) that the debate be closed at a specified time; or

(2) that the question be put to a vote,

shall be put to a vote without further amendment or debate, but a motion that the question be put to a vote shall not be in order until every Councillor who has not spoken on the question and claims a right to speak has been heard.

29. When the question before Council contains two or more distinct propositions upon request of any Councillor a vote upon each proposition may be taken separately in such order as determined by the Chair.

30. After a question is finally put by the Chair, no Councillor shall speak to the question nor shall any other motion be made until after the result of the vote has been declared.
31. Whenever the Chair is of the opinion that a motion is out of order, or contrary to legislation, the Chair shall immediately advise the Councillors thereof. If there is no appeal to Council, or if the Chair is sustained on an appeal, the question shall not be put.
32. A motion to adjourn shall always be in order except in the following cases:
- (1) when a Councillor is in possession of the floor;
 - (2) when the "yeas" and "nays" are being called for a vote;
 - (3) while Councillors are voting; or
 - (4) when the adjournment was the last preceding motion.
33. The following questions shall be decided without debate:
- (1) all motions as to priority of business or as to the suspension of the order of the day;
 - (2) a motion to allow any person other than Councillors to address Council;
 - (3) a motion to postpone to a specified time or day;
 - (4) a motion to lay on the table (suspend consideration of a pending motion); and
 - (5) a motion to adjourn.
34. Only one **amendment** to the main motion may be pending at one time. As each amendment is voted on, subsequent amendments may be offered and voted on in succession.
35. (1) A motion to rescind shall not be made at the same meeting when the matter is decided, but may be put once at any subsequent meeting by giving prior notice of motion to rescind if the action or direction of Council has not already been completed.
- (2) A motion to rescind may be put by any Councillor regardless of how they voted on the original matter.
 - (3) At a subsequent meeting of Council, the giver of such notice, or in that Councillor's absence any other Councillor on the Councillor's behalf, may put forward the motion of rescission.
 - (4) A motion to rescind must be seconded.
 - (5) A motion to rescind is debatable as to the merits of the question which is proposed to be rescinded.
 - (6) A motion to rescind is amendable.

- (7) A motion to rescind shall be passed by a majority of the Councillors present and voting.
36. After any question or motion has been decided, either in the affirmative or negative, a Councillor who voted on the prevailing side may, after the decision has been announced by the Chair, but before adjournment of the meeting, give notice of an intention to move **reconsideration** of the motion approved at the same or next Council meeting. The giving of such a notice operates as a stay or suspension of Council's decision, except in matters where there is great time sensitivity. Council then vote on whether the motion will be reconsidered at the current or next meeting. If the motion to reconsider is adopted, Council will reconsider and then re-vote on the original motion, possibly with a different outcome.
37. The following matters are not eligible for reconsideration:
- (1) a motion approving the first or second reading of a By-Law enactment, amendment or repeal;
 - (2) a motion to decide upon a matter which was the subject of a statutory hearing by Council;
 - (3) a matter that has already been reconsidered; and
 - (4) a vote to reconsider.
38. Any **notice of motion** given by a Councillor for a subsequent meeting may, in the absence of the Councillor giving such notice, be taken up by any other Councillor.
39. All motions called in pursuance of the general order of the day and not disposed of shall be proceeded with and disposed of at the next meeting of Council.

Conduct of Meetings: Points of Order

40. It shall be the duty of the Chair, and the privilege of any Councillor, to call any Councillor to order, who violates any established rule or order. A point of order must be decided by the Chair before the subject under consideration is proceeded with.
41. When a Councillor is called to order, the Councillor shall remain silent until the point is determined or called upon by the Chair to be heard on the point of order.
42. A point of order is not debatable amongst other Councillors, unless the Chair invites discussion in an effort to assist in making a ruling. Where the Chair permits discussion of a point of order, no Councillor shall speak more than once without the leave of the Chair.
43. Decisions of the Chair on points of order, including an order expelling and excluding a person from the Council Chambers, are not debatable but are appealable to Council by any Councillor. When an appeal is made from the decision of the Chair, the Chair may briefly explain the basis for their ruling and shall then ask Council whether the appeal should be allowed and Council's decision with reasons given shall be final.
44. No Councillor shall use offensive or unparliamentarily language or speak disrespectfully to or about anyone while in Council, or speak outside the parameters of the question in debate.

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

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

46. If the Councillor refuses to leave the Councillor's seat, the Chair may order the Councillor to be expelled from the Council Chambers. Such Councillor may, by vote of Council be permitted to resume their seat with or without conditions.

47. Persons who are not Councillors, officers or employees of the Town shall observe silence and order in the Council Chambers, unless given permission to speak by Council. Any such persons disturbing the proceedings of Council shall be called to order by the Chair and, if they fail to comply, shall be ordered, by the Chair to be expelled from the Council Chambers, provided that a majority vote of Council shall be required to have the expulsion extended to additional meetings. Such member of the public may, by vote of Council be permitted to re-enter Council Chambers with or without conditions.

48. An order of the Chair to expel a person from the Council Chambers pursuant to this part of the Policy constitutes a direction from the Town to leave the premises for purposes of the Protection of Property Act and other applicable laws.

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

49. Any Councillor may raise a **question of privilege** relating to the rights of the Council as a whole or of individual Councillors, in which the former take precedence over the latter. A question of privilege must be disposed of before the matter under consideration is proceeded with.

50. Questions of privilege may relate to matters including: the comfort of Councillors with respect to heating, ventilation, lighting, noise, other disturbances, and anything which otherwise encumbers their ability to participate fully in Council proceedings; the conduct of officers, employees, and visitors; the accuracy of published reports of proceedings; or to any other such matters that may infringe upon the established rights of Council as a whole or of individual Councillors.

51. The Councillor raising a question of privilege shall either state the infringement on their privileges and request that the Chair remedy such infringement or make a motion addressing the question of privilege to the Council. The Chair will rule on whether the matter is a question of privilege to be immediately disposed of. Decisions of the Chair on questions of privilege are not debatable but are appealable to Council by any Councillor.

52. If the Chair rules in favour of a question of privilege or Council overrules a negative ruling by the Chair then the infringement will be dealt with or the motion regarding the question put

before the Council for debate.

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

Clerk' Annotation For Official Policy Book

Date of Notice to Council Members of Intent to Consider an Amendment:
November 24, 2020

Date of Passage of Policy Amendment: December 8, 2020

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

Municipal Clerk

Date

(2) In addition to regular meetings, the council may hold such other meetings as may be necessary or expedient for the dispatch of business at such time and place as the council determines, if each council member is notified at least three days in advance and the clerk gives at least two days public notice of the meeting.

(3) Where the mayor or warden determines that there is an emergency, the council may meet without notice or with such notice as is possible in the circumstances.

(4) The clerk shall call a meeting of the council when required to do so by the mayor or warden or upon presentation of a written request signed by a majority of the councillors.

(5) When calling a meeting pursuant to subsection (4), the clerk shall give at least two days public notice of the meeting.

(6) Where the council fails to meet at any time determined by law, it is not dissolved, but may hold future meetings as if there had been no failure.

(7) A meeting of the council is not an illegal or invalid meeting by reason only of

- (a) a failure to give notice; or
- (b) meeting elsewhere than provided in the by-laws, a policy or a notice of meeting. 1998, c. 18, s. 19; 2004, c. 7, s. 3.

Virtual meetings

19A (1) Where a procedural policy of the council so provides, a council meeting or council committee meeting may be conducted by electronic means if

- (a) at least two days prior to the meeting, notice is given to the public respecting the way in which the meeting is to be conducted;
- (b) the electronic means enables the public to see and hear the meeting as it is occurring;
- (c) the electronic means enables all the meeting participants to see and hear each other; and
- (d) any additional requirements established by regulation have been met.

(2) Where a procedural policy of the council so provides, a council member or council committee member may participate in a council meeting or council committee meeting through electronic means if

- (a) the electronic means enables the public to see and hear the member as the meeting is occurring;
- (b) the electronic means enables all meeting participants to see and hear each other; and

(c) any additional requirements established by regulation have been met.

(3) A council member participating in a council meeting or council committee meeting by electronic means is deemed to be present at the meeting.

(4) The notice to the public referred to in clause (1)(a) must be given by

- (a) publication in a newspaper circulating in the municipality;
- (b) posting on the municipality's publicly accessible Internet site and in at least five conspicuous places in the municipality; or
- (c) such other method permitted by regulation.

(5) Notwithstanding clause (1)(a), where the mayor or warden determines that there is an emergency, a meeting may be conducted by electronic means without notice or with such notice as is possible in the circumstances.

(6) The Minister may make regulations

- (a) respecting council meetings and council committee meetings conducted by electronic means;
- (b) respecting the participation of a council member or council committee member in a council meeting or council committee meeting by electronic means.

(7) The exercise by the Minister of the authority contained in subsection (6) is a regulation within the meaning of the *Regulations Act*, 2021, c. 14, s. 1.

Quorum of council

20 (1) A majority of the maximum number of persons that may be elected to the council is a quorum for every meeting of the council.

(2) Where there is a vacancy in a council's numbers, the council may make a decision if a quorum is present at a meeting.

(3) Where the number of council members is reduced due to vacancies in a council's numbers below the number required for a quorum, the remaining council members may make a decision at a meeting of council if

- (a) there are at least three remaining council members; and
- (b) a majority of the remaining council members is present at the meeting,

but the council may not pass a by-law or policy, borrow money, set a tax rate, acquire or sell property or make any other decision that has effect after, or for a term extending beyond, the date for the election to fill the vacancies in council membership.

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Document No:
Meeting: Council
March 22, 2022
Circulate To: Council, KM, HM
File:

MEMORANDUM

TO: TOWN COUNCIL

FROM: ARTHUR MACDONALD, INTERIM PLANNING DIRECTOR

DATE: MARCH 3, 2022

RE: REVISED PUBLIC PARTICIPATION PROGRAM

1. FACTS

A. Background

The province amended the Municipal Government Act (MGA) requiring, through Section 204A, municipalities to adopt an engagement program for engaging abutting municipalities when Councils are adopting or amending planning documents.

As part of Project Lunenburg, the Town adopted a new Municipal Planning Strategy (MPS) which included an engagement policy for Regional Cooperation as outlined in **Attachment A**. As part of this regional cooperation, staff have been working with representatives from the Municipality of the District of Lunenburg, the Municipality of Chester, the Town of Mahone Bay, and the Town of Bridgewater to work together in the development of a consistent Engagement Policy throughout our respective Public Participation Programs. It is recommended that we amend our Public Participation Program to be consistent with our neighbours and the MGA.

B. Proposal

The proposal is to align our Public Participation Program with our neighbouring municipalities in-keeping with Section 204A and Section 206 of the MGA and the provincial Engagement Programs Content Regulations attached in **Attachment B**. The Town's existing Public Participation Program is attached in **Attachment C**.

2. ISSUES AND OPTIONS

In staff opinion there are only two options to be consistent with the MGA and the Engagement Programs Content Regulations, the Town's CCP and the Town's MPS. In the spirit of cooperation with our neighbouring municipalities the recommended option is to approve the revised Public Participation Program.

Option 1: To direct staff to undertake changes to the revise Public Participation Program as submitted to address any Council's concerns.

Option 2: To rescind the existing Public Participation Program (Policy 65) and approve the revised Public Participation Program (Policy) as drafted and attached.

It should be noted that the new MPS Policy 6-4 as shown in **Attachment A** states that consultation with MODL occurs when considering amendments that would affect lands within 500 metres of the Town boundary. The map as shown in **Attachment D** covers more than 2/3rds of the Town's land mass. Therefore, it is recommended that MODL gets notified pursuant to the Planning Public Participation Program for any adoption, revision or amendment associated with any planning document wherever it may be located. This would make it easier on staff to administer as well as meeting the intent of Policy 6-4. This would follow the standard planning procedure that has been undertaken for many years. However, the only change would be that notice will be given to MODL prior to the public participation meeting (Section 204A) as well as upon the approval of first reading (Section 206 of the MGA). The notice will be received by the Clerks who will then assess whether to bring the notice forward to their respective Councils for consideration.

3. FINANCIAL IMPACT

The Town works closely with MODL and have advised them of any proposed planning amendments in the past pursuant to Section 206 of the MGA (at the time of the approval of first reading). The proposal provides a clearer framework for how and when they do get notified and provides a means for Council to consider any comments received from MODL. There are no financial impacts anticipated. Notices may be sent by email so there would be little to no financial impacts.

4. STRATEGIC PLAN RELEVANCE

The proposal is in-keeping with the Town's CCP, in particularly:

Governance: Direction to enhance internal and external relations through policies, procedures and resources.

5. RECOMMENDATION AND DRAFT MOTION

Notice of Motion required.

Motion: Moved and seconded that Council rescinds the existing Public Participation Program (Policy 65) and approves the revised Planning Public Participation Program (Policy) as drafted and attached in Attachment E.

ATTACHMENTS:

- A.** Town of Lunenburg's Municipal Planning Strategy
- B.** MGA S. 204(A) and Engagement Programs Content Regulations
- C.** Town's Existing Public Participation Program (Policy 65)
- D.** Lands within 500 metres of Town boundary

E. Proposed Planning Public Participation Program Policy

Acknowledged by:

Kevin Malloy
Interim CAO

ATTACHMENT A
Town of Lunenburg's Municipal Planning Strategy

6.2 Regional Cooperation

6.2.1 Consultation with Adjacent Municipality

This Municipal Planning Strategy and its associated By-laws apply only to lands within the Town of Lunenburg. However, activities that occur within the Town have the potential to affect lands within the Municipality of the District of Lunenburg. This may be direct, such as the generation of traffic or trespass of noise or odours across borders. It may also be indirect, such as through effects on the market for various types of development in neighbouring areas.

Council believes that it is important to consider the input of the Municipality of the District of Lunenburg when considering amendments to this Municipal Planning Strategy.

Policy 6-4: Council shall consult with the Municipality of the District of Lunenburg when:

- (a) adopting a new Municipal Planning Strategy to replace this one; and
- (b) when considering amendments to this Municipal Planning Strategy that would affect lands within 500 metres of the Town boundary.

Attachment B
MGA S. 204A and S. 206 and Engagement Programs Content Regulations

Engagement program

204A (1) A council shall adopt, by policy, an engagement program for engaging with abutting municipalities when the council is adopting or amending a municipal planning strategy.

(2) Subject to the regulations, the content of an engagement program is at the discretion of the council.

(3) The Minister may make regulations respecting the content of an engagement program.

(4) The exercise by the Minister of the authority contained in subsection

(3) is regulations within the meaning of the *Regulations Act*, 2018, c. 39, s. 5.

Public hearing

206 (1) Prior to holding a public hearing required pursuant to this Part, the clerk shall give notice of the public hearing in a newspaper, circulating in the municipality, inserted at least once a week, for two successive weeks.

(2) The first notice of the public hearing shall be published at least fourteen days before the date of the public hearing.

(3) The notice of the public hearing shall

(a) state the place where, and the hours during which, the proposed documents may be inspected by the public;

(b) state the date, time and place set for the public hearing;

(c) describe by metes and bounds, a plan, map, sketch or civic address or other description adequate to identify the area affected by the proposed documents;

(d) give a synopsis of the proposed documents, if the public hearing is with respect to an amendment to a municipal planning strategy or land-use by-law or the approval or amendment of a development agreement.

(4) Copies of the proposed documents or portions of the documents shall be provided to a person, on request, upon payment of a reasonable fee set by the council, by policy, sufficient to recover the cost of providing the copies.

(5) Upon the publication of the first notice of the public hearing, the clerk shall send a copy of the notice to the clerk of every municipality that immediately abuts an area affected by the proposed documents.

(6) Upon the publication of the first notice of the public hearing, the clerk shall send a copy of the notice to the village clerk of every village in which an affected property is situate. 1998, c. 18, s. 206; 2014, c. 21, s. 4.

This consolidation is unofficial and is for reference only. For the official version of the regulations, consult the original documents on file with the [Office of the Registrar of Regulations](#), or refer to the [Royal Gazette Part II](#).

Regulations are amended frequently. Please check the list of [Regulations by Act](#) to see if there are any recent amendments to these regulations filed with our office that are not yet included in this consolidation.

Although every effort has been made to ensure the accuracy of this electronic version, the Office of the Registrar of Regulations assumes no responsibility for any discrepancies that may have resulted from reformatting.

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Engagement Programs Content Regulations
made under Section 204A of the
Municipal Government Act
S.N.S. 1998, c. 18
N.S. Reg. 139/2019 (effective December 3, 2019)

Table of Contents

Please note: this table of contents is provided for convenience of reference and does not form part of the regulations.

[Click here to go to the text of the regulations.](#)

[Citation](#)

[Definitions](#)

[Recording of policy](#)

[Mandatory content of engagement program](#)

[Limiting engagement program to areas impacted](#)

Citation

1 These regulations may be cited as the *Engagement Programs Content Regulations*.

Definitions

2 In these regulations,

“Act” means the *Municipal Government Act*;

“adoption or amendment” means adoption or amendment of a municipal planning strategy;

“engagement program” means an engagement program, which a council must adopt by policy, as required by subsection 204A(1) of the Act for engaging with abutting municipalities when a council is adopting or amending a municipal planning strategy.

Recording of policy

3 A policy adopting an engagement program must be recorded in the by-law records of the municipality.

Mandatory content of engagement program

4 An engagement program must include all of the following:

- (a) a requirement that council solicit comments from abutting municipalities on the proposed adoption or amendment;
- (b) provisions ensuring that engagement deals with topics associated with the statements of provincial interest;
- (c) a means for council to consider any comments received from abutting municipalities; ~~and~~
- (d) a requirement that engagement with abutting municipalities be completed before the first notice for a public hearing for considering a proposed adoption or amendment.

Limiting engagement program to areas impacted

5 An engagement program may provide that engagement with an abutting municipality be limited to the geographical area or areas or topics that are likely to be impacted by a proposed adoption or amendment.

Legislative History Reference Tables

Engagement Programs Content Regulations
Municipal Government Act

N.S. Reg. 139/2019

Note: The information in these tables does not form part of the regulations and is compiled by the Office of the Registrar of Regulations for reference only.

Source Law

The current consolidation of the *Engagement Programs Content Regulations* made under the *Municipal Government Act* includes all of the following regulations:

N.S. Regulation	In force date*	How in force	Royal Gazette Part II Issue
139/2019	Dec 3, 2019	date specified (in force date of S.N.S. 2018, c. 39)	Oct 11, 2019

N.S. Regulation	In force date*	How in force	Royal Gazette Part II Issue
------------------------	-----------------------	---------------------	------------------------------------

*See subsection 3(6) of the *Regulations Act* for rules about in force dates of regulations.

Amendments by Provision

ad. = added
am. = amended

fc. = fee change
ra. = reassigned

rep. = repealed
rs. = repealed and substituted

Provision affected	How affected
.....	

Note that changes to headings are not included in the above table.

Editorial Notes and Corrections

Note	Effective date
------	----------------

Repealed and Superseded

N.S. Regulation	Title	In force date	Repealed date
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Note: Only regulations that are specifically repealed and replaced appear in this table. It may not reflect the entire history of regulations on this subject matter.

Webpage last updated: 05-12-2019

ATTACHMENT C
Town's Existing Public Participation Program (Policy 65)

#65. TOWN OF LUNENBURG PROCEDURAL POLICY

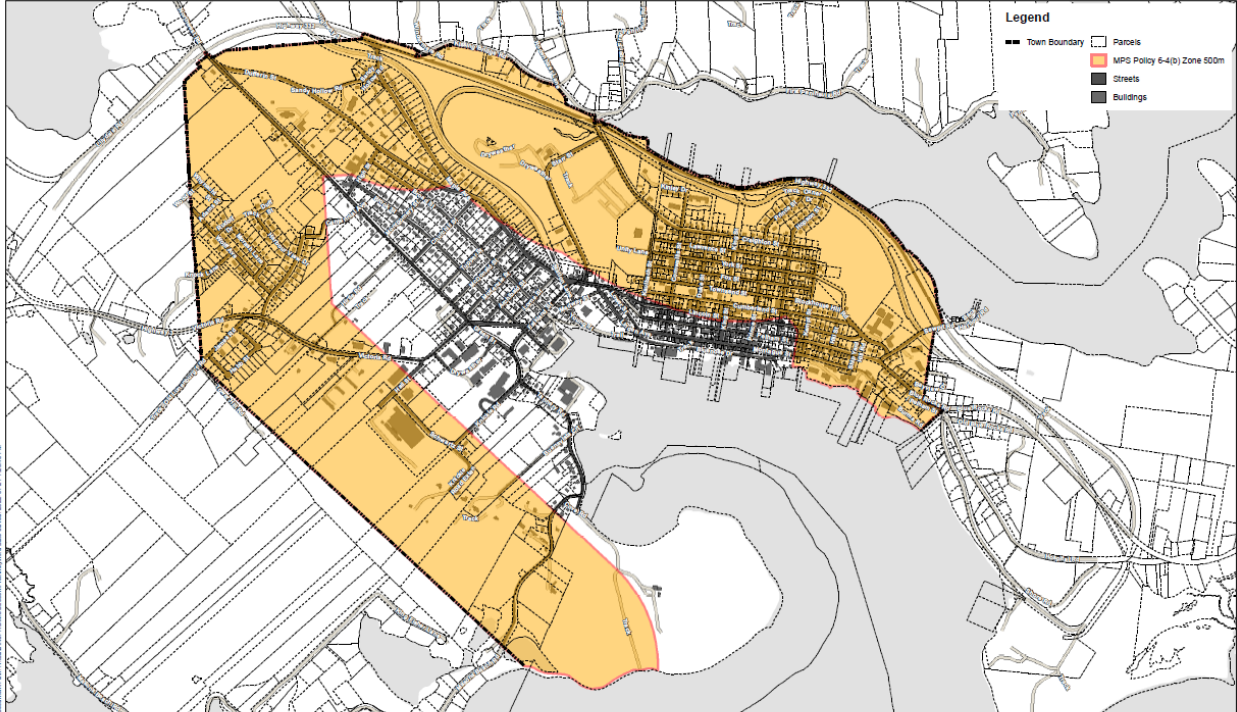
PUBLIC PARTICIPATION PROGRAM

Council hereby adopts the following Public Participation Program pursuant to Section 204 of the Municipal Government Act (SNS 1988 Chapter 18) to identify opportunities and establish ways and means of seeking the opinions of the public concerning the review, adoption and amendment of Municipal Planning Strategies, Land Use By-laws, Subdivision By-laws and Development Agreements:

1. A notice advising of each Planning Advisory Committee Meeting shall be posted at the Town Hall prior to the meeting and through such other means as determined from time to time, e.g., Town website, social media, newspaper, etc.
2. Under the authority of section 221 of the Municipal Government Act, the Land Use By-law shall specify the class or classes of By-law amendments, development agreements or development agreement amendments that require notification of affected property owners and posting of a notification sign on the affected property.
3. Before holding any public hearing under the authority of Section 206 of the MGA, Council shall ensure that the Planning Advisory Committee or qualified staff members conduct one or more public information meetings which are advertised in a local newspaper at least four days in advance, and by a notice posted at the Town Hall. The Planner shall notify by mail affected property owners whose property lies within 30 metres (98 ft.) of a property which is the subject of a proposed amendment, development agreement or any amendment to a development agreement of the scheduled public information meeting.
4. Council may conduct opinion surveys, request written briefs or submissions, hold public meetings, or use any other appropriate means of seeking the views and opinions of residents and ratepayers.
5. Council shall make every reasonable effort to seek the opinions of the public on all matters relevant to planning, and shall reserve time for commentary, questions or presentations by the public on planning matters in all Planning Advisory Committee meetings and Council meetings.
6. Council shall provide public access to all reports, studies, maps, air photographs and other materials that are relevant to planning, and where it is feasible, provide copies of such material for distribution, purchase or loan.

ATTACHMENT D

Lands within 500 metres of Town boundary



Maps are for graphical purposes only.
They do not represent a legal survey.
While every effort has been made to ensure that these data are
accurate and reliable within the limits of the current state of the art,
The Town of Lunenburg cannot assume liability for any
damages caused by any errors or omissions in the data.
Users of our maps and other analysis products are solely
responsible for interpretations made from these products.

TOWN OF LUNENBURG
500m Proximity to MODL - MPS Policy 6-4(b)

North



720

1:11,000

Metres

ATTACHMENT E

Proposed Planning Public Participation Program Policy

TOWN OF LUNENBURG PROCEDURAL POLICY

PLANNING PUBLIC PARTICIPATION PROGRAM POLICY

1.0 Purpose

The purpose of this policy is to establish a planning public participation program for planning documents for the Town of Lunenburg, in accordance with Section 204, 204A, and Section 206 of the Municipal Government Act (MGA) which requires that Council provide for public input into the review of planning documents by holding one or more public meetings prior to Council giving notice of its intention to adopt or amend a planning document. The purpose of this policy is to also provide an avenue to solicit comments from the Municipality of the District of Lunenburg (MODL) on the proposed adoption or amendment of planning documents in accordance with the provincial Engagement Programs Content Regulations and Section 204A and Section 206 of the Municipal Government Act.

2.0 Scope

The Planning Public Participation Program Policy applies to the adoption, revision and amendment of all planning documents for the Town of Lunenburg.

3.0 Planning Documents

Planning documents for the purpose of this Policy means a municipal planning strategy, land use by-law, development agreement or subdivision by-law.

4.0 Process

- 4.1** Before holding any public hearing under the authority of Section 206 of the MGA, the Town shall schedule and hold one or more Public Information Meeting(s) when considering any proposed adoption, revision or amendment of a planning document.
- 4.2** The Public Information Meeting(s) shall be held by the Town's Planning Advisory Committee (PAC).
- 4.3** A Public Information Meeting noticed shall be published in a local newspaper circulating in the Town of Lunenburg, on the Town website and by posting a notice at the Town office a minimum of four (4) clear days prior to the Public Information Meeting. The notice shall state the date, time and place of the meeting and the hours which relevant documents pertaining to the proposal may be inspected by the public.

- 4.4** At the time of given public notice of the Public Information Meeting pursuant to Part 4.3 above, the Town shall forward a copy of the public notice to MODL's Municipal Clerk and MODL's Director of Planning. An electronic version sent by email shall be deemed sufficient for said notice.
- 4.5** At the time of given public notice of the Public Information Meeting pursuant to Part 4.3 above, the Town shall cause notice by regular mail to all assessed property owners whose property lies within 30 metres (98 ft.) of a property which is subject of a proposed adoption, revision and/or amendment of planning documents.
- 4.6** The purpose of the Public Information Meeting(s) and the engagement with MODL, is to provide an opportunity for the public and MODL to comment, make suggestions, discuss and receive information with respect to the proposal.
- 4.7** Any member of the public may express their views, comments or suggestions verbally or in writing, and all interested persons will be given the opportunity to have their views and comments heard.
- 4.8** When considering the adoption, revision and/or amendment of planning documents, the engagement with MODL and the engagement with the public through the Public Information Meeting shall consider any impacts the proposed adoption, revision or amendment may have on the statements of provincial interest.
- 4.9** Comments received by MODL's Municipal Clerk or representative as well as the public comments received through the Public Information Meeting shall be consider by Council prior to any resolution approving first reading of the proposed planning documents.
- 4.10** Upon Council approving first reading to proceed to a Public Hearing to consider the adoption, revision and/or amendment of planning documents, a second notice shall be sent to MODL's Municipal Clerk and MODL's Director of Planning in-keeping with Section 206 of the Municipal Government Act.

Circulated: _____

Document No:

Meeting: Council – April 12, 2022

Circulate To: Council, KM, HM

File:

MEMORANDUM

TO: TOWN COUNCIL

FROM: ARTHUR MACDONALD, HERITAGE MANAGER

DATE: MARCH 15, 2022

RE: ADOPTION OF A NEW STREET ENCROACHMENT BY-LAW

1. FACTS**A. Background**

Action 22 of the Comprehensive Community Plan (CCP) encourages the development of accessible policies. The Town's existing *By-law No. 65 – A By-law Respecting Street Encroachment for Building Access* is cumbersome and does not address the needs of property owners that require or wish to have an accessible entrance. For example, the current By-law does not permit the erection of "ramps" for building access (Part 2.1(i)).

The ability to address sidewalk café, sidewalk sale areas and seating areas in front of businesses was part of the previous Land Use By-law (LUB). These provisions were not carried forward into the new LUB. Staff agreed with UPLAND that street encroachment provisions should not be incorporated within an LUB and should rather be addressed under a separate By-law.

It is therefore recommended that the Town repeals *By-law No. 65 – A By-law Respecting Street Encroachment for Building Access* and substitute therefore a new *Street Encroachment By-law* attached. The proposed *Street Encroachment By-law* streamlines the process and incorporates provisions respecting sidewalk cafés, sidewalk sale areas, and seating areas. During this age of COVID, it is essential for businesses to have an open-air facility to sell their merchandise. The proposed *Street Encroachment By-law* enables them to develop these facilities through an Encroachment License and an Indemnity Agreement.

In addition, the Town has received an application from Ocean Gear to establish an outdoor sidewalk cafe for the Smoke Pit at 152 Bluenose Drive. They wish to use 100% of the area between their building and the roadway. "Roadway" is defined as that portion of a Town of Lunenburg street between the curb lines, or the traveled portion of a street designed for vehicular traffic and, except where the context indicates otherwise, includes

a crosswalk. The applicant has installed pavers and has roped-off the area with tables and chairs as shown in **Attachment A**.

As the provisions that would normally deal with this situation were removed from the LUB, staff currently does not have the ability to address this application. The current By-law No. 65 - *A By-law Respecting Street Encroachment for Building Access* also does not have an avenue to address this application. From staff perspective, there is a liability concern if anyone gets injured as of a result of the sidewalk cafe. As there is no mechanism enabling an Encroachment License or Indemnity Agreement pursuant to the By-law No. 65 – *A By-law Respecting Street Encroachment for Building Access* and there is no avenue under the LUB, it is recommended that Council consider the request through a new *Street Encroachment By-law*. In addition, it should be noted that the previous LUB provisions required a minimum of 1.22 metres (4 feet) between the display and the curb and in this instance, there is no spatial separation between the café and the roadway (curb). The old LUB provisions are attached in **Attachment B**.

Therefore, if Council wishes to enable the Smoke Pit to continue with the encroachment it is recommended that an avenue be developed to enable the Town and the applicant to enter into an Encroachment License and an Indemnity Agreement. The proposal is to provide a notwithstanding clause in the proposed Street Encroachment By-law that enables those properties along the southern side of Bluenose Drive between Rum Row and the eastern end of Bluenose Drive (Part 3.17 of the proposed Street Encroachment By-law) to use 100 percent of the sidewalk area.

In addition to the above, the proposed *Street Encroachment By-law* enables businesses to use 100 percent of the sidewalk area by creating a pedestrian by-pass walkway utilizing existing on-street parking areas where they exist.

To summarize, the above may be broken down into the following questions:

Questions:	
1) Does Council wish to address the accessibility issues related to the <i>By-law Respecting Street Encroachment for Building Access</i> and allow for ramps accesses?	Yes or No
2) Does Council wish to enable sidewalk cafés including tables and chairs and landscaping features (As was previously permitted under the old LUB)?	Yes or No
3) Does Council wish to enable the option for retailers to use pedestrian by-pass walkways and use 100 percent of the sidewalk with a by-pass over on-street parking spaces? Due to the width of our streets and the need for parking spaces, Council may wish not to enable this as part of the proposed <i>Street Encroachment By-law</i> .	Yes or No
4) Does Council wish to provide a “notwithstanding” clause to enable properties along the south side of Bluenose Drive between Rum Row and the end of Bluenose Drive to the East the ability to use 100 percent of the sidewalk area?	Yes or No

Council may not wish to provide this “not-withstanding” clause as it would prohibit the possibility of having a sidewalk along this section of Bluenose Drive.	
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B. Proposal

The proposal is to rescind By-law No. 65 – *A By-law Respecting Street Encroachment for Building Access* and substitute therefore a new *Street Encroachment By-law* as outlined in **Attachment C**.

2. ISSUES AND OPTIONS

The following options may be considered:

Option 1: To maintain the status quo.

Option 2: To advise staff of any changes to the draft *Street Encroachment By-law* to reconsider at a future meeting of Council. For example, Council may not wish to enable 100 percent of the sidewalk area to be used for a street encroachment along the south side of Bluenose Drive between Rum Row and the eastern end of Bluenose Drive as outlined in the Table above.

Option 3: To proceed with first reading to rescind By-law 65 – *A By-law Respecting Street Encroachment for Building Access* and substitute therefore a new *Street Encroachment By-law* (Attachment C) and advertise for a Public Hearing prior to holding second reading.

3. FINANCIAL IMPACT

Other than the costs associated with advertising for the Public Hearing there are no additional financial implications for the Town.

4. STRATEGIC PLAN RELEVANCE

The proposal is in-keeping with the Town’s CCP, in particularly:

- Action 22: Policy to encourage accessibility.
- Inclusion: We work to ensure a sense of belonging, acceptance and value for all in our community.
- Strategic Direction Goal – A Town which continues to evolve as a living heritage site and recognizes a holistic view of its diverse history.
- Economic Development: Direction to support economic development.
- Urban Design: Direction to enhance residents’ and visitors’ experience of the built environment.
- Placemaking - We will nurture a public realm that is attractive, enjoyable, accessible, efficient and safe.

5. RECOMMENDATION AND DRAFT MOTION

Motion: Moved and seconded to proceed with first reading to rescind By-law 65 – *A By-law Respecting Street Encroachment for Building Access* and substitute therefore a new *Street Encroachment By-law* (Attachment C) and advertise for a Public Hearing prior to holding second reading.

ATTACHMENTS:

- A.** Pictures of Smoke Pit Encroachment
- B.** Old Land Use By-law Provisions
- C.** Proposed Street Encroachment By-law
- D.** Existing By-law No. 65 – A By-law Respecting Street Encroachment for Building Access

ATTACHMENT A
Pictures of Smoke Pit Encroachment



Before Encroachment above – after below:



ATTACHMENT B
Old Land Use By-law Provisions

8.6 Special Requirements: Outdoor Display and Sales on Public Property

Outdoor display of retail goods and of street furniture on public property directly in front of a commercial use the owner of the commercial use is permitted subject to the following special provisions:

- (a) no development permit is required;
- (b) any goods which are displayed and offered for sale must be goods which are also displayed and offered for sale in the retail store by the same retailer;
- (c) any sale of goods shall occur only within the building;
- (d) any outdoor display or street furniture shall not be placed on a sidewalk in a way which leaves less than 1.22 metres (4 feet) between the display and the curb or that otherwise impedes the flow of pedestrian traffic or restricts the visibility of drivers;
- (e) no outdoor display or street furniture shall be placed on a sidewalk or other public property unless the owner provides an agreement of indemnity in favour of, and in a form satisfactory to, the Town of Lunenburg, for the defense and indemnification of any claims arising out of or in any way related to the outdoor display or street furniture placed on public property;
- (f) no outdoor display or street furniture shall remain on the sidewalk at any time when it may interfere with winter maintenance;
- (g) any outdoor display or street furniture shall be a minimum of 17 inches in height and shall not pose a safety hazard to pedestrians by virtue of the materials from which it is made or the form of the display or furniture; and
- (h) no service of food shall occur on the sidewalk.

ATTACHMENT C

Town of Lunenburg
Street Encroachment By-Law

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PART 1: Title, Application, Purpose and Definitions

- 1.1 Title
- 1.2 Application
- 1.3 Purpose
- 1.4 Definitions

PART 2: General Provisions

PART 3: Sidewalk Café, Sidewalk Sales Area, Street Furniture and Landscaping Features

PART 4: Application

PART 5: Administration

PART 6: Change in Ownership

PART 7: Revocation or Refusal

PART 8: Removal of Encroachments

PART 9: Appeal

PART 10: Offence

Schedule “A” - Example of Encroachment License Agreement

Schedule “B” - Example of an Indemnity Agreement

Schedule “C” - Example of a Comfort Letter

Schedule “D” - Map of South Side of Bluenose Drive Properties that may encroach 100% into the street right-of-way between their building and the roadway

PART 1: Title, Application, Purpose and Definitions

Title

1.1 This By-Law is entitled the “Town of Lunenburg Street Encroachment By-law”.

Application

1.2 This By-law applies only to streets, sidewalks and other property owned by the Town of Lunenburg and to activities or conditions affecting such Town of Lunenburg streets, sidewalks and property.

Purpose

1.3 Whereas:

- (a) Pursuant to S. 308(2) of the *Municipal Government Act* SNS 1998, c. 18 as amended, all streets are vested absolutely in the Town and the Town has full control over the streets “insofar as is consistent with their use by the public”;
- (a) S. 314(2) of the *Municipal Government Act* provides that a council may, by by-law, regulate encroachments upon, under or over streets, including stipulating the period of time an encroachment may remain and the entering into of agreements, including terms and conditions, for particular encroachments; and
- (c) The Town is enacting this by-law to authorize the municipality to enter into a License Agreement with abutting property owners in relation to encroachments upon a street.

Definitions

1.4 In this By-law:

- (a) “abutter” means the owner of any premises or lot in the Town of Lunenburg which abuts a Town of Lunenburg street (and where the premises or lot has been registered as a condominium under the *Condominium Property Act* includes the condominium corporation which manages the premises or lot);

- (b) “building” means a roofed structure, whether permanent or temporary, used or capable of being used for the shelter or accommodation of persons, animals, materials or equipment and includes all additions, porches, verandahs, decks and trim attached thereto. Without limiting the foregoing, a building includes any projections such as a bay window as well as foundation walls and external stairs;
- (c) “Building Code” means the Building Code adopted pursuant to either or both of the Building Code Act, RSNS 1989, c. 46 and the Nova Scotia Building Code Regulations;
- (d) “Council” means the Council of the Town of Lunenburg;
- (e) “Development Officer” means the Town of Lunenburg Development Officer appointed to administer the Land Use By-Law and includes a person acting under the supervision and direction of the Development Officer;
- (f) “Engineer” means the Town of Lunenburg Engineer and includes a person acting under the supervision and direction of the Engineer;
- (g) “Encroachment” means an encroachment upon a public street which includes any structure on, over or under a public street;
- (h) “Existing” means an encroachment that existed prior to the coming into force of this By-law;
- (i) “Heritage Officer” means the person appointed to administer the Heritage Conservation District By-Law and includes a person acting under the supervision and direction of the Heritage Officer;
- (j) “License” means an Encroachment License issued pursuant to the terms of this By-Law;
- (k) “location certificate” means a graphic illustration showing the boundaries of the property in question, and the location of buildings and other elements of use thereon, which is prepared and certified by a Nova Scotia Land Surveyor;
- (l) “Lunenburg bump” means either a large extended dormer or a combination of extended dormer and entrance porch;
- (m) “Manager/Clerk” means the Manager/Clerk of the Town of Lunenburg and includes the Deputy Manager/Clerk;

- (n) “Municipal Government Act” means the Municipal Government Act, S.N.S. 1998, c. 18 as amended from time to time;
- (o) “Plan of Survey” means a survey plan prepared and certified by a Nova Scotia Land Surveyor;
- (p) “repair” means to put back into good condition after wear, decay or damage. Repair does not mean to replace or restore;
- (p) “replace” means the removal of essentially the entire thing, and reconstruction of the thing, involving placement of new structural members (whether in the same pattern, size, shape or materials or not);
- (q) “restore” and “restoration” mean to produce a structure which is the same or substantially the same as that which previously existed (whether or not a structure exists in that location at the date of application for a License);
- (r) “roadway” means that portion of a Town of Lunenburg street between the curb lines, or the traveled portion of a street designed for vehicular traffic and, except where the context indicates otherwise, includes a crosswalk;
- (s) “sidewalk” means that portion of a Town of Lunenburg street between the curb line and adjacent property line, or any part of the street especially set aside for pedestrian travel and separated from the roadway;
- (t) “site plan” means a site drawing undertaken by the applicant of the property in question shown the approximate location of the street encroachment and its proximity to the property, the building and the street right-of-way;
- (u) “stairs” unless the content otherwise dictates, shall include any landing associated therewith;
- (v) “street” means a Town of Lunenburg street, highway, road, roadway, lane, sidewalk, thoroughfare, bridge, square and the curbs, gutters, culverts and retaining walls in connection therewith and, without restricting the generality of the foregoing, includes the full right-of-way width. For clarity, “street” also includes an undeveloped declared street, such as Prince Street between Cumberland Street and Lincoln Street, as well as Duke Street between Montague Street and Bluenose Drive;
- (w) “structure” includes anything that is erected, built or constructed of parts joined together or any such erection fixed to or supported by the soil or by any other structure. Without restricting the foregoing, a structure shall include buildings, walls, fences, porches, landings, ramps, stairs, satellite

dishes, antennae, and any similar device attached to a structure. For the purposes of this By-law, the term “structure” shall not include signs or canopies/awnings attached to a structure that are permissible under the Land Use By-law;

- (x) “Town” means the Town of Lunenburg;

PART 2: General Provisions

- 2.1** The following types of encroachments may apply for a Street Encroachment License pursuant to this By-law:
- (a)** Abutters may apply for an Encroachment License in order to build within the Street right-of-way to provide access into their buildings including, but not limited to, barrier free accessible accesses, to the extent necessary to comply with the Building Code provided all requirements of this By-law are adhered to;
 - (b)** Abutters may apply for an Encroachment License in order to legitimize any existing encroachment within the Street right-of-way provided all requirements of this By-law are adhered to; and
 - (c)** Abutters with existing encroachments associated with their access into their building or abutters with existing Encroachment Agreement Licenses who may wish to make improvements to their building access to the extent necessary to comply with the Building Code may apply for an Encroachment License provided all other requirements of this By-law are adhered to.
- 2.2** The Town reserves the right to remove any encroachment that impedes or hinders in any fashion the safe operation of the Street for pedestrian and vehicular purposes.
- 2.3** Encroachment Licenses shall not be issued for any encroachment that provides building access to any floor other than the floor closest to street level.
- 2.4** Encroachment Licenses shall not be issued for any encroachment that, in the opinion of the Town Engineer, will affect the flow of pedestrian or vehicular traffic on the street right-of-way or snow plowing operations.
- 2.5** Encroachment Licenses shall not be issued for any encroachment that provides access of a motor vehicle into a building, other than assistive motor vehicles such as power/electrical wheelchairs and similar devices.

- 2.6** Encroachment Licenses shall not be issued for any encroachment where the encroachment would create less than a 1.2m width of pedestrian travel surface between the encroachment and the roadway.

Part 3: Sidewalk Café, Sidewalk Sales Area, Street Furniture and Landscaping Features

- 3.1** Notwithstanding Part 2 of this By-law, abutters may apply for an Encroachment License for sidewalk cafes, sidewalk sale area, sidewalk furniture or to install landscaping features provided all other requirements of this By-law are adhered to.
- 3.2** The Town reserves the right to remove any encroachment pursuant to this Part that impedes or hinders in any fashion the safe operation of the Street for pedestrian and vehicular purposes.
- 3.3** Encroachment Licenses shall not be issued for any encroachment pursuant to this Part that, in the opinion of the Town Engineer, will affect the flow of pedestrian or vehicular traffic on the street right-of-way or snow plowing operations.
- 3.4** A sidewalk café shall be operated for no longer than the operating hours of the principal use to which it is accessory, and in any event, must be closed not later than 2:00 am of any given day.
- 3.5** A sidewalk café shall not service food, drinks or any similar items on the sidewalk or encroachment areas. Any sale of food, drinks or any similar items shall occur only within the building.
- 3.6** Any goods which are displayed and offered for sale must be goods which are also displayed and offered for sale in the retail store and/or restaurant.
- 3.7** Any outdoor display, street furniture or landscaping features shall be a minimum of 0.43m (17 inches) in height and shall not pose a safety hazard to pedestrians by virtue of the materials which it is made or the form of the display, furniture, or landscaping. No outdoor display, street furniture or landscaping features shall impede upon the minimum 1.2m wide pedestrian travel surface.
- 3.8** No sidewalk café, sidewalk sale area, street furniture or landscaping features shall be placed on a sidewalk or other public property unless the abutter provides an agreement of indemnity in favour of, and in a form satisfactory to, the Town, for the defense and indemnification of any claims arising out of or in any way related to the sidewalk café, sidewalk sale area, street furniture or landscaping

features placed on public property.

- 3.9** The encroachment shall not extend onto the frontage of an abutting property unless written permission is obtained from the abutting property owners.
- 3.10** All objects shall be contained within the approved encroachment area with the exception of temporary signs which may be placed outside the area but immediately abutting. No signage shall impede upon the minimum 1.2m wide pedestrian travel surface.
- 3.11** Lighting shall be temporary in nature and shall not project light onto adjacent properties or cause a nuisance with pedestrian and/or vehicular traffic flows. Lights that vary in intensity such as, but not limited to, flashing lights, or lights that change in colour shall be prohibited.
- 3.12** Landscaping shall be temporary, unless otherwise approved. Plant material shall be contained within the approved encroachment area or otherwise be immediately abutting. No landscaping shall impede upon the minimum 1.2m wide pedestrian travel surface.
- 3.13** All umbrellas shall be located entirely within the approved encroachment area and shall not extend beyond the extremities of the approved encroachment area.
- 3.14** The encroachment area as well as the immediate area adjacent shall be kept in a clean and safe condition at all times.
- 3.15** The Town retains the right of entry into the encroachment area for the installation, reinstatement, maintenance, and repair of pipes, cables, wires, poles, hydrants, and other elements as necessary. In the case of emergency, entry shall be made without notice. For scheduled work, a minimum notice of 24 hours will be given.
- 3.16** When access is required by the Town, the encroachment or part thereof as necessary to carry out said installation, reinstatement, maintenance, and/or repair, shall be removed and reinstated after the work has been carried out at the expense of the abutter(s) in which the Encroachment License is issued to.
- 3.17** Encroachment Licenses pursuant to this Part shall not be issued for any encroachment where the encroachment would create less than a 1.2m (4 feet) width of pedestrian travel surface between the encroachment and the roadway. Notwithstanding this section, those properties identify on Schedule D may encroach with a sidewalk café, sidewalk sale area, street furniture and/or landscaping features 100 percent between the building and the roadway subject to the approval of the Town Engineer.

3.18 Notwithstanding Article 3.17 of this By-law, an Encroachment License may be issued for any sidewalk café, sidewalk sale area, street furniture and/or landscaping features without providing the 1.2m (4 feet) width of pedestrian travel surface between the encroachment and the roadway subject to the approval of the Town Engineer provided a pedestrian by-pass walkway is constructed in compliance with the Building Code over on-street parking spaces in conformance with the following:

- (a) the abutter shall carry a minimum of \$2,000,000 liability insurance naming the Town as insured and must indemnify the Town and save it harmless from any and all claims of injury to persons, damage to property, or, any damage to any vehicles, attributes, in whole, or in part, to the existence, location and operation of the sidewalk café, sidewalk sale area, street furniture and/or landscaping;
- (b) the pedestrian by-pass walkway over on-street parking spaces shall be level with the existing sidewalk and constructed so as to allow drainage at curb without blockage or otherwise, where no existing sidewalk exists, the pedestrian by-pass walkway over on-street parking spaces shall be level with the abutting grade surface;
- (c) a rail guard shall be provided around the designated seating area to separate it from the pedestrian by-pass walkway. The rail guard shall be designed in compliance with the Building Code;
- (d) a rail guard shall be provided around the perimeter of the pedestrian by-pass walkway to separate it from the remaining roadway. The rail guard shall be designed in compliance with the Building Code;
- (e) no fixture or construction shall be affixed to the sidewalk, curb or roadway;
- (f) a pedestrian by-pass walkway shall not extend beyond a maximum of four on-street parking spaces per by-pass and a separation distance of 61m (200 feet) shall be provided between pedestrian by-pass walkways. Adjacent abutters may choose to operate jointly within one encroachment facility provided each abutter has an encroachment agreement and Indemnity Agreement separately; and
- (g) the width of any pedestrian by-pass walkway over on-street parking spaces shall be at a minimum 1.7m (5.58 feet) wide and otherwise shall not extend beyond the limits of the parking space width with any support structures.

Part 4: Application

- 4.1** An application for an Encroachment License Agreement shall be made in writing on a form as specified by the Town from time to time. An example of a proposed Encroachment License Agreement template is attached in Schedule “A”.
- 4.2** The application for an Encroachment License Agreement shall include the application fee of \$100.00 (HST included) or an amount as determined by Council by policy from time to time.
- 4.3** The application for an Encroachment License Agreement shall include an Indemnity Agreement. An example of a proposed Indemnity Agreement is attached in Schedule “B”.
- 4.4** Every Application for an Encroachment License Agreement shall:
- (a)** unless waived by the Development Officer be based upon a Plan of Survey or a location certificate showing the location of any sidewalk and the roadway or paved portion of the street, if applicable, as well as the street line, together with any features within five (5) feet of the street line, and the proposed boundary of the encroachment. In the case where the Development Officer waives the requirement for a Plan of Survey or a location certificate, the applicant shall supply the Development Officer with a site plan showing the location of any sidewalk and the roadway or paved portion of the street, if applicable, as well as the street line, together with any features within five (5) feet of the street line, and the proposed boundary of the encroachment;
 - (b)** include the street name, civic number, Parcel Identification Number (PID) and graphical illustration of the location of the proposed encroachment with dimensions, location of abutters, and all relevant features, such as, but not limited to, outbuildings, trees, walkways, walls, fences, gardens, and similar items based on a Survey Plan, Location Certificate or a Site Plan; and
 - (b)** any such other information as in the opinion of the Development Officer or Engineer feels is reasonably necessary to assess the application.

Part 5: Administration

- 5.1** This By-law shall be administered by the Development Officer of the Town.
- 5.2** The Development Officer may request and the applicant shall provide sufficient information to determine compliance with this By-law prior to the issuance of an

Encroachment License Agreement. The application shall be deemed incomplete until such time as the requested information is obtained by the Development Officer.

- 5.3** Prior to the issuance of an Encroachment License Agreement the Development Officer shall obtain written approval of the application from the Town Engineer.
- 5.4** In determining whether an Encroachment License Agreement should be approved, the Development Officer shall consider all relevant factors including, without limiting the foregoing, size, proportion, design, the use of the street (including, without limiting the foregoing, the use of any sidewalk) and the requirements of the provisions of the Building By-law, where applicable.
- 5.5** The Encroachment License Agreement shall take the form as outlined in Schedule "A" of this By-law with such modifications as may be deemed appropriate by the Development Officer in each case, or in such other form as may be adopted by Council by Resolution from time to time.
- 5.6** The Encroachment License Agreement shall be for a period not exceeding ten years. There shall be no right of renewal, although the abutter may make a new application for an Encroachment License Agreement. Notwithstanding this Part, sidewalk café, sidewalk sales areas, street furniture and landscaping features shall be for a period not exceeding five years.
- 5.7** Every Encroachment License Agreement authorized pursuant to this By-law shall indicate:
 - (a)** the type and dimensions of encroachment authorized;
 - (b)** the owner, civic address and Property Identification Number (PID) for which such encroachment is authorized;
 - (c)** the length of time for which such encroachment is authorized, termination date, and any other such terms and conditions to ensure compliance with this By-law; and
 - (d)** any other information, restrictions or conditions deemed relevant by the Development Officer.
- 5.8** For encroachments related to access to a building which are built in error and cannot qualify for an Encroachment License Agreement pursuant to this By-Law, the Town Engineer may at his discretion, issue a Comfort Letter.
- 5.9** Without restricting any of the provisions in this By-law, the Town Engineer may issue a comfort letter for an encroachment under the signature of the Engineer,

stating that the Town has no present intention to require the removal of an existing encroachment, but that the Town could require removal at any time in the future without notice or compensation to the property owner. The Engineer may require such information as in his or her opinion is reasonably necessary to determine the nature and extent of the encroachment before issuing a comfort letter. A draft comfort letter is attached to this By-Law as Schedule "C". The comfort letters shall be in this form, with such modifications in form as may be deemed appropriate by the Town Engineer in each case, or in such other form as may be adopted by Council by Resolution from time to time. There shall be a fee of \$100.00 for a Comfort letter or such other amount as may be determined by Council by policy from time to time.

Part 6: Change in Ownership

- 6.1 The License may be assigned by the Licensee to a new purchaser or owner. A new purchaser or owner shall, within 120 days of the change in ownership, notify the Development Officer of the name and postal address of the new purchasers or owners, and make a new application for an Encroachment License Agreement in-keeping with this By-law.

Part 7: Revocation or Refusal

- 7.1 The Development Officer may revoke a License for breach of this By-law or the Streets By-law or for not meeting or for ceasing to meet the terms of eligibility for the License, or may refuse to issue a License, upon written notice to the applicant or Licensee mailed to the address of record of the Licensee and no compensation shall be paid in relation thereto.
- 7.2 The Town may, by resolution of Council, revoke a License, at any time during the term of a License by giving 120 days' notice if, in its sole discretion, Council determines that it has need of any portion of the street which is the subject of the License, and no compensation shall be paid in relation thereto.

Part 8: Removal of Encroachments

- 8.1 Any structure or other encroachment on a street that has:
- (i) heretofore been constructed or maintained; or
 - (ii) is hereafter constructed or maintained

upon, under or over any street in the Town, for which an Encroachment License

Agreement has not been issued or where such Agreement has expired or has been revoked and is unable to receive an Encroachment License Agreement under this By-law or the owner is unwilling to apply for an Encroachment License Agreement under this By-law shall be removed by the owner immediately upon the request of Council (or within such time period that the Council determines) and no compensation shall be paid therefor. Any such decision shall be communicated to the property owner or occupier by written notice from the Development Officer. Council's authority to require removal shall be in its sole and absolute discretion.

- 8.2** If any owner fails to remove such encroachment immediately (or within such period determined by Council as referred to in Section 8.1, as the case may be), the Town may remove such structure (or cause such structure to be removed) and the cost of such removal may be recovered as a debt from such owner by the Town by action in any Court of competent jurisdiction or may be collected in any manner provided by the Municipal Government Act of the Province of Nova Scotia. Nothing in this Section shall limit the authority of the Town to utilize any remedies contained in the Municipal Government Act, either with respect to removal of the encroachment or recovery of the costs of removal. Without limiting the foregoing, the cost of such removal shall be a lien on the property associated with the encroachment pursuant to the provisions of Section 507 of the Municipal Government Act.
- 8.3** Any failure by the Town to require the removal of an encroachment which has heretofore been constructed or maintained, or any letter from the Town or any official thereof indicating that the Town does not then require the removal of such encroachments, shall not restrict the Town from requiring the removal of the encroachment in the future or from subsequently requiring an application for an Encroachment License Agreement. The Town shall not be required to pay any compensation in relation to the removal of an encroachment or revocation of an Encroachment License Agreement or refusal to grant an Encroachment License Agreement.

Part 9: Appeal

- 9.1** A person aggrieved by a decision of the Development Officer pursuant to this By-law may appeal that decision to Council within 14 days from the date of mailing of the decision to the owner's address of record, by written notice of appeal to the Manager/Clerk. Council may make any decision that the Development Officer could have made pursuant to this By-law.
- 9.2** Notwithstanding anything else contained herein in this By-law Council has, on appeal, the power to approve an Encroachment License Agreement for an encroachment authorized under this By-law, which is wider than an

encroachment otherwise authorized to be granted under this By-law.

- 9.3** After the hearing of an appeal, Council may confirm, rescind or vary the decision of the Development Officer at their sole and absolute discretion.

Part 10: Offence

- 10.1** Any person who violates any provision of this By-law, is guilty of an offence and subject to a penalty as provided in Section 505(2) of the Municipal Government Act SNS 1998, Chapter 18 as amended from time to time and the provisions of Section 505(3) of the said Act shall be applicable.

SCHEDULE A

License: _____

ENCROACHMENT LICENSE

THIS GRANT OF ENCROACHMENT LICENSE made this _____ day of _____, 20__,

BETWEEN:

THE TOWN OF LUNENBURG, a municipal body corporate,

Hereinafter called the "Licensor"
OF THE FIRST PART

- and -

_____ of Lunenburg, in the County of Lunenburg,
Province of Nova Scotia,

Hereinafter called the "Licensee"
OF THE SECOND PART

WHEREAS the Licensor is the owner of a public street in the Town of Lunenburg, known as _____;

AND WHEREAS the Licensee is the owner of property located at _____, Lunenburg, PID _____;

AND WHEREAS the Licensee wishes to construct and/or maintain stairs and railings, in accordance with an encroachment of which is _____ onto the _____ right-of-way.

As per the attached sketch, Attachment "A", and hereinafter referred to herein as "the encroachment", all of which is shown on the sketch attached hereto;

THE LICENSOR hereby grants to the Licensee a License to construct and/or maintain the encroachment. The License shall expire on the _____ day of _____, 20__ (not to exceed ten years) and shall not be subject to renewal. The Licensee may make application for a new License upon expiry of this License.

THE LICENSEE shall pay the Licensor the sum of \$100 for the License fee.

It is agreed that the Licensee has no claim to the street or other Town lands and may only maintain the encroachment in accordance with the terms of this License.

It is agreed by the Licensee that the encroachment will be maintained by the Licensee in a clean, safe and tidy condition.

The Licensee shall comply with all of the provisions of the by-laws of the Town of Lunenburg as well as all applicable Federal and Provincial legislation and regulations. Without restricting the foregoing, the Licensee shall comply with the provisions of the Streets By-law as well as the Street Encroachment By-law of the Town of Lunenburg.

The following terms, conditions and restrictions are applicable to this License:

The Town shall not be liable for any damage to the encroachment (whether caused by the Town, its agents, servants, employees or workmen or otherwise), including without limiting the foregoing, damage caused by sidewalk snow removal equipment.

Any one or more of the Heritage Officer, Development Officer and Engineer may revoke a License for breach of the Streets By-Law, the Street Encroachment By-law or for not meeting or for ceasing to meet the terms of eligibility for the License upon written notice to the Licensee mailed to the address of record of the Licensee and no compensation shall be paid in relation thereto. The mailing address of the Licensee for the purposes of this notice is

In addition, the Council of the Town of Lunenburg may at any time revoke any Encroachment License or any renewal thereof by giving 120 days' notice, if in its sole discretion, Council determines that it has need of any portion of the street which is the subject of the License, and no compensation shall be paid in relation thereto.

Note: Section 6.1 of the Street Encroachment By -Law states:

“The License may be assigned by the Licensee to a new purchaser or owner. A new purchaser or owner shall, within 120 days of the change in ownership, notify the Development Officer of the name and postal address of the new purchasers or owners, and make a new application for an Encroachment License Agreement in-keeping with this By-law.”

DATED at Lunenburg, Nova Scotia, this _____ day of _____, 20__.

TOWN OF LUNENBURG - per:

HERITAGE OFFICER

Witness

DEVELOPMENT OFFICER

TOWN ENGINEER

LICENSEE

Witness

(Affix Seal)

ATTACHMENT "A"
Sketch/Location Certificate

**PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG**

ON THIS _____ day of _____, 2022, before me, the subscriber personally came and appeared _____, a subscribing witness to the annexed Grant of Encroachment License, who having been by me duly sworn, made oath and said that THE Town of Lunenburg by its Town Engineer, Heritage Office, and Development Officer one of the parties thereto, signed, sealed and delivered the same in their presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

**PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG**

I CERTIFY that on this _____ day of _____, 2022, _____, one of the parties mentioned in the foregoing and annexed Grant of Encroachment License, signed, and executed the said Grant of Encroachment License in my presence and I have signed as witness to such execution.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

SCHEDULE B

INDEMNITY

THIS Indemnity Agreement dated this _____ day of _____, 2022.

BETWEEN:

_____ of Lunenburg, in the County of Lunenburg,
Province of Nova Scotia,

- and -

THE TOWN OF LUNENBURG, a municipal body corporate,

Hereinafter referred to as the "TOWN"

WHEREAS the undersigned are the owners of a structure located at _____, in the Town of Lunenburg and, subject to the execution of this Indemnity and the Encroachment License, has received permission to place or retain an encroachment within the street right-of-way adjacent to this structure as follows: Encroachment (herein referred to as the "Encroachment"); The encroachment of which is _____ onto the _____ right-of-way.

AND WHEREAS an Encroachment License may not be issued without the execution of an Indemnity pursuant to the provisions of the Street Encroachment By-law;

NOW THIS INDEMNITY WITNESSETH that in consideration of the Town allowing the Encroachment subject to the provisions of the Street Encroachment By-Law and the terms of the Encroachment License, and this indemnity being under seal, the Undersigned hereby for himself, his heirs, executors, administrators, successors and assigns agrees to indemnify (and does hereby indemnify) the Town, its agents, servants, workers, councillors, mayor and employees and their, and each of their heirs, executors, administrators, successors and assigns from and against all claims, suits, demands, causes of action, losses, costs (including legal costs) and damages resulting from or in any way related to the Encroachment.

The Undersigned acknowledges that the Town may require the removal of the Encroachment pursuant to the enabling provisions of the Street Encroachment By-Law and no compensation shall be paid therefor.

This Indemnity shall be read with all changes of number and gender required of the context.

IN WITNESS WHEREOF the Undersigned has hereunto set their hand and affixed their seal.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

Owners

(Affix Seal)

**PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG**

ON THIS _____ day of _____, 2022, before me, the subscriber personally came and appeared _____, a subscribing witness to the annexed Indemnity, who having been by me duly sworn, made oath and said that _____ one of the parties thereto, signed, sealed and delivered the same in their presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

**PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG**

I CERTIFY that on this _____ day of _____, 2022, one of the parties mentioned in the foregoing and annexed Indemnity, signed, and executed the said Indemnity in my presence and I have signed as witness to such execution.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

B. Photo of Existing Encroachment

Schedule "C"
Example of a Comfort Letter

Applicant's Mailing Address

Dear _____:

RE: Encroachment on Town Property at (civic location) Street, Lunenburg

Thank you for your letter of ***** respecting the above noted matter. I have examined the location certificate (Site Plan) and observed the encroachment as depicted (see copy attached). This encroachment is a ***** encroaching on Town property. Given that this is only a location certificate, there could be other encroachments that would be apparent on further examination which we reserve the right to object to should this become necessary. Any unknown encroachment shall not form any part of this comfort letter.

At the present time, the Town of Lunenburg does not object to this encroachment and has no present intention to require the removal of the encroachment, but the Town could require removal at any time in the future without notice or compensation to you. The Town may also at its discretion in the future require you to make an application for an Encroachment License Agreement.

Please note that permission for this encroachment pursuant to this comfort letter may be revoked at any time. No possessory title may be claimed as a result of this encroachment. Further, please be advised that you remain responsible for any property damage, personal injury, other damages or loss that may arise as a result of this encroachment and are required to hold the Town harmless from same. It is your responsibility to maintain these encroachments in a safe, clean and tidy condition while so occupied, unless otherwise directed by the Town.

Thank you for your inquiry. Please contact me at your convenience if additional information is required.

Yours very truly,

Town Engineer

cc: Town Manager/ Clerk
Development Officer

Date

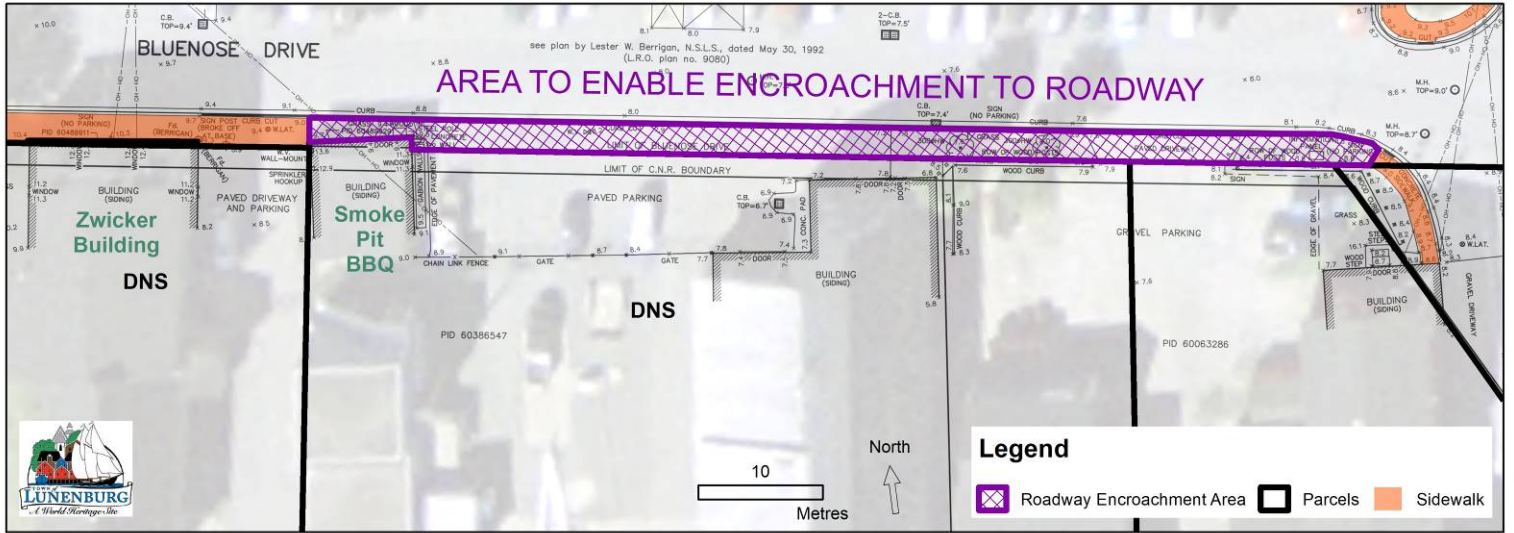
BEA RENTON
Manager/Clerk

I, **Bea Renton**, Manager/ Clerk for the Town of Lunenburg, do certify that the attached is a true and current copy of the Town of Lunenburg's Street Encroachment By-law, duly approved by the Town of Lunenburg Council on _____ with first reading having been given on _____ and second and third readings on _____ and effective on _____, the date of advertisement in the Lunenburg County Progress Bulletin, a local newspaper.

Schedule D

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**Map of South Side of Bluenose Drive
Properties that may encroach 100% into the street right-of-way
between their building and the roadway**



Town of Lunenburg
Street Encroachment For Building Access
By-Law

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PART 1

Title, Subject Matter, Local Act and Definitions

Title

- 1.0 This By-Law is entitled the “Town of Lunenburg Street Encroachment For Building Access By-law”.

Subject Matter

- 1.1 This By-Law applies only to streets owned by the Town of Lunenburg.

Local Act

- 1.2 This By-law shall be subject to the provisions of Chapter 107 of the Statutes of Nova Scotia, 1899 entitled “An Act Respecting the Streets of the Town of Lunenburg”.

Purpose

- 1.3 Whereas:
- (a) Pursuant to S. 308(2) of the *Municipal Government Act* SNS 1998, c. 18 as amended, all streets are vested absolutely in the Town and the Town has full control over the streets “insofar as is consistent with their use by the public”;
 - (b) S. 314(2) of the *Municipal Government Act* provides that a council may, by by-law, regulate encroachments upon, under or over streets, including stipulating the period of time an encroachment may remain and the entering into of agreements, including terms and conditions, for particular encroachments; and
 - (c) The Town is enacting this by-law to authorize the municipality to enter into a License agreement with abutting property owners in relation to encroachments upon a street which are not part of the main building on property abutting the street, but which provide access to the building.

Definitions

- 1.4 In this By-law:
- (a) “abutter” means the owner of any premises or lot in the Town of Lunenburg which abuts a Town of Lunenburg street (and where the premises or lot has been registered as a condominium under the *Condominium Property Act* includes the condominium corporation which manages the premises or lot);

- (b) “building” means a roofed structure, whether permanent or temporary, used or capable of being used for the shelter or accommodation of persons, animals, materials or equipment and includes all additions, porches, verandahs, decks and trim attached thereto. Without limiting the foregoing, a building includes any projections such as a bay window as well as foundation walls and external stairs utilized as access to the building;
- (c) “Building Code” means the Building Code adopted pursuant to either or both of the Building Code Act, RSNS 1989, c. 46 and the Nova Scotia Building Code Regulations;
- (d) “Council” means the Council of the Town of Lunenburg;
- (e) “Development Officer” means the Town of Lunenburg Development Officer appointed to administer the Land Use By-Law and includes a person acting under the supervision and direction of the Development Officer;
- (f) “Engineer” means the Town of Lunenburg Engineer and includes a person acting under the supervision and direction of the Engineer;
- (g) “Encroachment” means an encroachment upon a public street which includes any structure on, over or under a public street;
- (h) “Heritage Officer” means the person appointed to administer the Heritage Conservation District By-Law and includes a person acting under the supervision and direction of the Heritage Officer;
- (i) “License” means an Encroachment License issued pursuant to the terms of this By-Law;
- (j) “location certificate” means a graphic illustration showing the boundaries of the property in question, and the location of buildings and other elements of use thereon, which is prepared and certified by a Nova Scotia Land Surveyor;
- (k) “Lunenburg bump” means either a large extended dormer or a combination of extended dormer and entrance porch;
- (l) “Manager/Clerk” means the Manager/Clerk of the Town of Lunenburg and includes the Deputy Manager/Clerk;
- (m) “Municipal Government Act” means the Municipal Government Act, S.N.S. 1998, c. 18 as amended from time to time;

- (n) "Plan of Survey" means a survey plan prepared and certified by a Nova Scotia Land Surveyor;
- (o) "repair" means to put back into good condition after wear, decay or damage. Repair does not mean to replace or restore;
- (p) "replace" means the removal of essentially the entire thing, and reconstruction of the thing, involving placement of new structural members (whether in the same pattern, size, shape or materials or not);
- (p) "restore" and "restoration" mean to produce a structure which is the same or substantially the same as that which previously existed (whether or not a structure exists in that location at the date of application for a License);
- (q) "roadway" means that portion of a Town of Lunenburg street between the curb lines, or the traveled portion of a street designed for vehicular traffic and, except where the context indicates otherwise, includes a crosswalk;
- (r) "sidewalk" means that portion of a Town of Lunenburg street between the curb line and adjacent property line, or any part of the street especially set aside for pedestrian travel and separated from the roadway;
- (s) "stairs" unless the content otherwise dictates, shall include any landing associated therewith;
- (t) "street" means a Town of Lunenburg street, highway, road, roadway, lane, sidewalk, thoroughfare, bridge, square and the curbs, gutters, culverts and retaining walls in connection therewith and, without restricting the generality of the foregoing, includes the full right-of-way width. For clarity, "street" also includes an undeveloped declared street, such as Prince Street between Cumberland Street and Lincoln Street, as well as Duke Street between Montague Street and Bluenose Drive;
- (u) "structure" includes anything that is erected, built or constructed of parts joined together or any such erection fixed to or supported by the soil or by any other structure. Without restricting the foregoing, a structure shall include buildings, walls, fences, porches, landings, ramps, stairs, satellite dishes, antennae, and any awning attached to a structure. For the purposes of this By-law, the term "structure" shall not include signs;
- (v) "Town" means the Town of Lunenburg;

PART 2

General Provisions Concerning Street Encroachments

Types of Permitted Encroachments:

- 2.1 (a) **Existing stairs and ramps - (no change)**
This By-law authorizes an Encroachment License for a street encroachment by ramps and stairs which provide access to a building, and any railings or hand guards associated therewith, existing as of March 1, 2012.
- (b) **Existing or pre-existing stairs and ramps (work being conducted)**
An Encroachment License may also be issued if one is repairing, replacing, or restoring stairs or ramps existing as of March 1, 2012 (or which previously existed) and which provide access to a building where there is (or was) an encroachment upon a street. The encroachment must comply with any applicable criteria under the Heritage Conservation District By-law, the Architectural Control Provisions in the Land-Use By-law, and the Heritage Property Act.
- (c) **Existing or pre-existing porch, verandah or Lunenburg bump**
An Encroachment License may be issued for a porch or verandah or Lunenburg bump where the porch, verandah or Lunenburg bump provides access to a building and it is an existing encroachment on the street as of March 1, 2012 or previously existed as an encroachment on the street.
- (d) A landing may only be added to stairs where no landing previously existed, if the Building Code so requires.
- (e) **Limitation on encroachment**
Subject to Section 2.11 (Minor Increases) and Section 2.1 (f) (Allowable increase) and Section 5.0, (Appeal) although the design of the stairs, landing, ramp, porch, verandah or Lunenburg bump may be different than that which previously existed, in no case shall the encroachment increase in size or projection into the street beyond the present or previously existing encroachment.
- (f) **Allowable increase**
In addition to Section 2.11 (Minor increases), an encroachment for a ramp, verandah, Lunenburg bump, porch or stairs and any landing associated therewith:

- (i) may be increased in width to accommodate a different configuration but only to the extent of the minimum requirements under the Building Code and, except as provided in Section 2.1 (f)(ii), the encroachment shall not project further into the street; and
 - (b) may project further into the street right-of-way, but only to the extent of the minimum requirements under the Building Code; and
 - (c) may be increased in height.
- (g) **Only as access to floor closest to street level**
 There shall be no Encroachment License issued for stairs, porches, verandahs or Lunenburg bumps or ramps providing access to any floor other than the floor closest to street level of the facade on which the encroachment is located, where no such encroachment existed prior to March 1, 2012.
- (h) **Existing doorway**
 Subject to Section 2.1 (i) an Encroachment License may only be issued for stairs, landings, ramps, porches, verandahs or Lunenburg bumps leading to or including a doorway on a street facade where the doorway existed as of March 1, 2012.
- (i) **Stairs to access new doorway**
 Notwithstanding Section 2.1 (h), if a new doorway is being constructed in the street facade to access the floor closest to street level, an Encroachment License may be issued for stairs, (but not a porch, verandah, Lunenburg bump or ramp) encroaching upon a street right-of-way where:
- (i) a new doorway can be approved under any applicable provisions of the Heritage Conservation District By-law, the Architectural Control Provisions in the Land-Use By-law, and the Heritage Property Act and the encroachment is no larger than is required to meet the applicable Building Code; and
 - (ii) there is at least one other stair encroachment on the same side of the street in the block on which the building is located; and
 - (iii) notwithstanding Section 2.1(f) and Section 2.11 of this By-law, the encroachment projects no further into the street right-of-way than any other stair encroachment on the same side of the street in the block on which the building is located; and

- (iv) in the opinion of the Town Engineer, the encroachment will not materially affect pedestrian traffic on the street right-of-way or snow plowing operations.

This subsection is subject to any restrictions contained in the Heritage Conservation District By-law of the Town of Lunenburg.

(j) **Limitation on new ramps**

Notwithstanding the foregoing, new ramps which encroach on the street and are not a restoration or replacement of a previously existing ramp, may only be installed at the discretion of the Heritage Officer, Development Officer and Engineer in exceptional circumstances where it is medically necessary for the occupant of the building and where it is clearly intended as a temporary access for the occupant. The Encroachment License may be issued by the Heritage Officer, Development Officer and Town Engineer for a period up to ten years.

(k) **Unbuilt street rights-of-way**

Notwithstanding anything contained in this By-law, this By-law is subject to the provisions of Section 5.2.2 of the Heritage Conservation District By-law which states:

“5.2.2 Structures prohibited in unbuilt street rights-of-way.

It shall be the intention of Council that no structures shall be built within unbuilt street rights-of-way in the heritage conservation district, except for historical markers, public monuments, interpretive signage displays, street furniture, and other pedestrian amenities.”

which relates to unbuilt street rights-of-way (as opposed to unbuilt portions of street rights-of-way where streets have been constructed).

- (l) Notwithstanding anything contained in this By-Law, this By-Law does not authorize the issuance of an Encroachment License for access by a motor vehicle to a building.

- 2.2 (a) Upon application to the Development Officer, and subject to any other applicable provisions in this By-law, an Encroachment License may be issued for street encroachments referred to in, and authorized under, this By-law under the joint signatures of the Heritage Officer, Development Officer and Engineer. Any of the Heritage Officer, Development Officer and Engineer may require the Applicant to provide sufficient information to assess the Application, including without limiting the foregoing, surveys and photographs.

- (b) For all purposes of this By-law, an Encroachment License shall constitute a license and a permit as referred to in Section 49(1)(d) of the Municipal Government Act which addresses the delegation of authority.
 - (c) When addressing the restoration of a pre-existing encroachment, the Heritage Officer, Development Officer and Engineer may use such evidence as they deem appropriate to determine the existence of, dimensions and details of any such encroachment.
 - (d) No Encroachment License shall be issued until the owner has executed and delivered to the Town an Indemnity in the form attached as part of Schedule "A" with such modifications in form as may be deemed appropriate by the Heritage Officer, Development Officer and Engineer in each case, or in such other form as may be adopted by Council by Resolution from time to time.
 - (e) Notwithstanding anything in this By-law, no Encroachment License shall be issued except upon an approved Application pursuant to the provisions of this By-law, and the latitude provided in Sections 2.1(d) and 2.1(e) and 2.1(f) and 2.11 apply only in relation to an Application for the issuance of an Encroachment License.
- 2.3 The fees to be paid for an Encroachment License shall be an application fee of \$100.00 (HST included) or as determined by Council by Policy from time to time.
- 2.4 Every Application for an Encroachment License shall:
- (a) unless waived by the Heritage Officer, Development Officer and Engineer, be based upon a Plan of Survey showing the location of any sidewalk and the roadway or paved portion of the street, if applicable, as well as the street line, together with any features within five (5) feet of the street line, and the proposed boundary of the encroachment;
 - (b) include the street name, civic number, Parcel Identification Number (PID) and graphically illustrate the location of the proposed encroachment with dimensions, location of abutters, and all relevant features, such as outbuildings, trees, walkways, walls, fences and gardens; and
 - (c) such other information as in the opinion of the Heritage Officer, Development Officer or Engineer is reasonably necessary to assess the application.
- 2.5 (a) Subject to any more stringent provisions in this By-law, in determining whether an Encroachment License should be issued, the Heritage Officer, Development Officer and Engineer shall consider all relevant factors including, without limiting the foregoing, size, proportion, design, the use

of the street (including, without limiting the foregoing, the use of any sidewalk), the requirements of the provisions of the Building By-law, the requirements of the provisions of the Heritage Property Act, and the provisions of the Heritage Conservation District By-law or Architectural Control provisions under the Land Use By-law, where applicable.

- (b) Notwithstanding the foregoing, (but subject to an appeal to Council pursuant to the provisions of this By-law) no Encroachment License shall be granted if in the opinion of the Engineer, the encroachment applied for is detrimental to the public use of the street.

- 2.6 Any person granting a License pursuant to this Part shall endeavour to minimize the impact of the encroachment on the public street and the use thereof.
- 2.7 Subject to section 3.1 hereof, an Encroachment License shall be for a period not exceeding ten years. There shall be no right of renewal, although the abutter may make a new application for an Encroachment License.
- 2.8 The Encroachment License shall be in the form attached hereto as Schedule "A" with such modifications in form as may be deemed appropriate by the Heritage Officer, Development Officer and Town Engineer in each case, or in such other form as may be adopted by Council by Resolution from time to time.
- 2.9 Every Encroachment License authorized pursuant to this By-law shall indicate:
 - (a) the type and dimensions of encroachment authorized;
 - (b) the owner, civic address and Property Identification Number (PID) for which such encroachment is authorized;
 - (c) the length of time for which such encroachment is authorized, termination date, and such terms and conditions as may attach to the License; and
 - (d) any other information, restrictions or conditions deemed relevant by the issuing authority.
- 2.10 Notwithstanding section 314 of the Municipal Government Act, S.N.S. 1998 c. 18, and for greater certainty, Encroachment Licenses shall **not** be granted for encroachment of structures built in error on the street unless the abutter makes application for an Encroachment License and such License is authorized and issued following construction in accordance with the provisions of this By-law. For such encroachments of structures related to access to a building (which is the subject matter of this By-Law), and which are built in error and cannot qualify for an Encroachment License pursuant to this By-Law, the Town Engineer may at his discretion, issue a Comfort Letter as referred to under Section 2.12 of this By-Law.

2.11 **Minor Increases:**

Notwithstanding any other provisions of this By-law, in any application for an Encroachment License, there may be minor increases in the encroachment not exceeding 10% in any dimension and not exceeding 10% in total area, where:

EITHER

- (a) there is an existing encroachment which is being replaced or restored, or
- (b) where there is a restoration of a pre-existing encroachment,

AND EITHER

- (i) the requirements of the Building Code cannot reasonably be met in any other fashion without significant expense or significant alteration, or
- (ii) it would otherwise not be consistent with the Heritage Conservation District By-law or Architectural Control Provisions in the Land Use By-law where applicable, or
- (iii) the Heritage Officer in his or her discretion determines that the design of the proposed encroachment is more consistent with the objects of the Heritage Conservation District By-law or the Architectural Control Provisions in the Land Use By-law, where applicable, than the previous encroachment.

2.12 **Comfort Letter:**

Without restricting any of the provisions in this By-law, the Town Engineer may issue a comfort letter for:

- (a) an encroachment existing on the street as of March 1, 2012, or
- (b) an encroachment authorized in Section 2.10 of this By-Law.

under the signature of the Engineer, stating that the Town has no present intention to require the removal of an existing encroachment, but that the Town could require removal at any time in the future without notice or compensation to the property owner. The Engineer may require such information as in his or her opinion is reasonably necessary to determine the nature and extent of the encroachment before issuing a comfort letter. A draft comfort letter is attached to this By-Law as Schedule "B". The comfort letters shall be in this form, with such modifications in form as may be deemed appropriate by the Town Engineer in each case, or in such other form as may be adopted by Council by Resolution from time to time. There shall be a fee of \$100.00 for a Comfort letter or such other amount as may be determined by Council by policy from time to time.

PART 3

General

Provisions Applicable to Encroachment Licenses

3.0 Change in Ownership:

The License may be assigned by the Licensee to a new purchaser or owner of the abutting property referred to in the License. A new purchaser or owner of the abutting property shall, within 120 days of the change in ownership, notify the Heritage Officer, Development Officer and Town Engineer of the name and postal address of the new purchasers or owners, and provide to the Town a copy of the assignment and an executed indemnity in the form contained in Schedule A - if the new purchaser or owner fails to do so, the License shall be void.

3.1 Revocation or Refusal:

- (a) Any one or more of the Heritage Officer, Development Officer and Engineer, may revoke a License for breach of this By-law or the Streets By-law or for not meeting or for ceasing to meet the terms of eligibility for the License, or may refuse to issue a License, upon written notice to the applicant or Licensee mailed to the address of record of the Licensee and no compensation shall be paid in relation thereto.
- (b) The Town may, by resolution of Council, revoke a License, at any time during the term of a License by giving 120 days notice if, in its sole discretion, Council determines that it has need of any portion of the street which is the subject of the License, and no compensation shall be paid in relation thereto.

PART 4

REMOVAL OF ENCROACHMENTS

- 4.0 (a) Any structure or other encroachment on a street that has:
 - (i) heretofore been constructed or maintained; or
 - (ii) is hereafter constructed or maintained

upon, under or over any street in the Town, for which an Encroachment License has not been issued or where such License has expired or has been revoked (and where the structure or other encroachment does not fall within the exempting provisions of the Statutes of 1899 entitled " An Act Respecting the

Streets of the Town of Lunenburg”), shall be removed by the owner immediately upon the request of Council (or within such time period that the Council determines) and no compensation shall be paid therefor. Any such decision shall be communicated to the property owner or occupier by written notice from the Town Engineer. Council’s authority to require removal shall, subject to Section 3.1(b), be in its sole and absolute discretion. **Nothing in this By-law shall require Council to request removal of encroachments existing at the date of adoption of this By-law.**

- (b) If any owner fails to remove such encroachment immediately (or within such period determined by Council as referred to in Section 4.0(a), as the case may be), the Engineer may remove such structure (or cause such structure to be removed) and the cost of such removal may be recovered as a debt from such owner by the Town by action in any Court of competent jurisdiction or may be collected in any manner provided by the Municipal Government Act of the Province of Nova Scotia. Nothing in this Section shall limit the authority of the Town to utilize any remedies contained in the Municipal Government Act, either with respect to removal of the encroachment or recovery of the costs of removal. Without limiting the foregoing, the cost of such removal shall be a lien on the abutting property associated with the encroachment pursuant to the provisions of section 507 of the Municipal Government Act.
- (c) Any failure by the Town to require the removal of an encroachment which has heretofore been constructed or maintained, or any letter from the Town or any official thereof indicating that the Town does not then require the removal of such encroachments, shall not restrict the Town from requiring the removal of the encroachment in the future or from subsequently requiring an application for an Encroachment License. The Town shall not be required to pay any compensation in relation to the removal of an encroachment or revocation of an Encroachment License or refusal to grant an Encroachment License.

PART 5

Appeal

5.0 Appeal:

A person aggrieved by a decision of any or all of the Heritage Officer, Development Officer and Engineer pursuant to this By-law may appeal that decision to Council within 14 days from the date of mailing of the decision to the abutting owner’s address of record, by written notice of appeal to the Manager/Clerk. Council may make any decision that the officials appealed from could make pursuant to this By-law.

The Council also has, on appeal, the power to approve an Encroachment License for an encroachment authorized under this By-law, which is wider than an encroachment otherwise authorized to be granted under this By-law, provided that the encroachment does not, except as authorized by Section 2.11 (Minor Increases), and Section 2.1 (f) (Allowable increase) project further into the street.

After the hearing of an appeal, Council may confirm, rescind or vary the decision of the Heritage Officer, Development Officer and/or Engineer, as the case may be.

PART 6

Offence

Any person who violates any provision of this By-law, is guilty of an offence and subject to a penalty as provided in Section 505(2) of the Municipal Government Act SNS 1998, Chapter 18 as amended from time to time and the provisions of Section 505(3) of the said Act shall be applicable.

June 13, 2012
Date



[Signature]
BEA RENTON
Town CAO and Manager/Clerk

I, Bea Renton, CAO and Manager/Clerk for the Town of Lunenburg, do certify that the attached is a true and current copy of the Town of Lunenburg's Street Encroachment for Building Access By-law, duly approved by the Town of Lunenburg Council on May 1, 2012 with first reading having been given on March 27, 2012 and second and third readings on May 1, 2012 and effective on May 16, 2012, the date of advertisement in the Lunenburg County Progress Bulletin, a local newspaper.

SCHEDULE "A"

THIS GRANT OF ENCROACHMENT LICENSE made this ____ day of _____, 20____,

BETWEEN:

THE TOWN OF LUNENBURG, a municipal body corporate,

Hereinafter called the "Licensor"
OF THE FIRST PART

- and -

of Lunenburg, in the County of Lunenburg, Province of Nova Scotia,

Hereinafter called the "Licensee"
OF THE SECOND PART

WHEREAS the Licensor is the owner of a public street in the Town of Lunenburg, known as _____;

AND WHEREAS the Licensee is the owner of property - describe _____ Located at civic address and PID _____.

AND WHEREAS the Licensee wishes to construct and/or maintain a _____ which encroaches on _____ Street in accordance with the following specifications:

hereinafter referred to herein as "the encroachment", all of which is shown on the sketch attached hereto and dated _____;

THE LICENSOR hereby grants to the Licensee a License to construct and/or maintain the encroachment. The License shall expire on the ____ day of _____, 20____ (not to exceed ten years) and shall not be subject to renewal. The Licensee may make application for a new License upon expiry of this License.

THE LICENSEE shall pay the Licensor the sum of _____ for the License fee.

It is agreed that the Licensee has no claim to the street or other Town lands and may only maintain the encroachment in accordance with the terms of this License.

It is agreed by the Licensee that the encroachment will be maintained by the Licensee in a clean, safe and tidy condition.

The Licensee shall comply with all of the provisions of the by-laws of the Town of Lunenburg as well as all applicable Federal and Provincial legislation and regulations. Without restricting the foregoing, the Licensee shall comply with the provisions of the Streets By-law of the Town of Lunenburg.

The following terms, conditions and restrictions are applicable to this License:

The Town shall not be liable for any damage to the encroachment (whether caused by the Town, its agents, servants, employees or workmen or otherwise), including without limiting the foregoing, damage caused by sidewalk snow removal equipment.

Any one or more of the Heritage Officer, Development Officer and Engineer may revoke a License for breach of the Streets By-Law or for not meeting or for ceasing to meet the terms of eligibility for the License upon written notice to the Licensee mailed to the address of record of the Licensee and no compensation shall be paid in relation thereto. The mailing address of the Licensee for the purposes of this notice is _____

In addition, the Council of the Town of Lunenburg may at any time revoke any Encroachment License or any renewal thereof by giving 120 days notice, if in its sole discretion, Council determines that it has need of any portion of the street which is the subject of the License, and no compensation shall be paid in relation thereto.

Note: Section 3.0 of the Street Encroachment For Building Access By -Law states:

“The License may be assigned by the Licensee to a new purchaser or owner of the abutting property referred to in the License. A new purchaser or owner of the abutting property shall, within 120 days of the change in ownership, notify the Heritage Officer, Development Officer and Town Engineer of the name and postal address of the new purchasers or owners, and provide to the Town a copy of the assignment and an executed indemnity in the form contained in Schedule A - if the new purchaser or owner fails to do so, the License shall be void.”

DATED at Lunenburg, Nova Scotia, this _____ day of _____, 20__.

TOWN OF LUNENBURG - per:

HERITAGE OFFICER

DEVELOPMENT OFFICER

TOWN ENGINEER

Witness

Witness

LICENSEE

(Affix Seal)

INDEMNITY

THIS Indemnity Agreement dated this _____ day of _____, 2011.
BETWEEN:

_____ of _____, in the County of _____
and Province / State of _____,

- and -

THE TOWN OF LUNENBURG, a municipal body corporate,

Hereinafter referred to as the “TOWN”

WHEREAS the undersigned is the owner of a structure located at _____ Street, in the Town of Lunenburg and, subject to the execution of this Indemnity and the Encroachment License, has received permission to place or retain an encroachment within the street right-of-way adjacent to this structure as follows: _____

(herein referred to as the "Encroachment");
AND WHEREAS the Undersigned is the _____ ;

AND WHEREAS an Encroachment License may not be issued without the execution of an Indemnity pursuant to the provisions of the Street Encroachment For Building Access By-law;

NOW THIS INDEMNITY WITNESSETH that in consideration of the Town allowing the Encroachment subject to the provisions of the Street Encroachment For Building Access By-Law and the terms of the Encroachment License, and this indemnity being under seal, the Undersigned hereby for himself, his heirs, executors, administrators, successors and assigns agrees to indemnify (and does hereby indemnify) the Town, its agents, servants, workers, councillors, mayor and employees and their, and each of their heirs, executors, administrators, successors and assigns from and against all claims, suits, demands, causes of action, losses, costs (including legal costs) and damages resulting from or in any way related to the Encroachment.

The Undersigned acknowledges that the Town may require the removal of the Encroachment pursuant to the enabling provisions of the Street Encroachment For Building Access By-Law and no compensation shall be paid therefor.

This Indemnity shall be read with all changes of number and gender required of the context.

IN WITNESS WHEREOF the Undersigned has hereunto set h___ hand and affixed h___ seal.

SIGNED, SEALED AND DELIVERED
in the presence of:

WITNESS
Owner (Affix Seal)

**PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG**

ON THIS _____ day of _____, 2011, before me, the subscriber personally came and appeared _____, a subscribing witness to the annexed Indemnity, who having been by me duly sworn, made oath and said that _____ one of the parties thereto, signed, sealed and delivered the same in h presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

**PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG**

I CERTIFY that on this _____ day of _____, 2011, one of the parties mentioned in the foregoing and annexed Indemnity, signed, and executed the said Indemnity in my presence and I have signed as witness to such execution..

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

SCHEDULE "B"

BY FACSIMILE AND MAIL

Dear *****:

RE: Encroachment on Town Property at ***** Street, Lunenburg

Thank you for your letter of ***** respecting the above noted matter. I have examined the location certificate you faxed and observed the encroachment as depicted (see copy attached). This encroachment is a ***** encroaching on Town property. Given that this is only a location certificate, there could be other encroachments that would be apparent on further examination which we reserve the right to object to should this become necessary.

At the present time, the Town of Lunenburg does not object to this encroachment and has no present intention to require the removal of the encroachment, but the Town could require removal at any time in the future without notice or compensation to you. The Town may also at its discretion in the future require you to make an application for an Encroachment License. Please note though, that permission for this encroachment may be revoked at any time. No possessory title may be claimed as a result of the encroachment. Further, please advise your client that they are responsible for any property damage, personal injury, other damages or loss that may arise as a result of the encroachment and are required to hold the Town harmless from same. Your client is also required to maintain these encroachments in a safe, clean and tidy condition while so occupied, unless otherwise directed by the Town.

Thank you for your inquiry. Please contact me at your convenience if additional information is required.

Yours very truly,

Town Engineer

MB/kj

Encl(1)

cc: Town Manager/Clerk
Heritage Officer

Circulated: _____

Document No:

Meeting: Council, April 12, 2022

Circulate To: Council, KM

File:

MEMORANDUM

TO: TOWN COUNCIL

FROM: ARTHUR MACDONALD, HERITAGE MANAGER

DATE: MARCH 30, 2022

RE: LUNENBURG ARMS – KING’S HOTEL

1. FACTS

The owners of the Lunenburg Arms Hotel located at 94 Pelham Street has made application to build a new hotel on their parking lot located at the corner of Duke Street and Pelham Street on lands known as PID 60061199 and PID 60061181. The development will be situated on two lots joined by a party wall in compliance with the Building Code. Pursuant to Policy 4.6.2 of the Heritage Conservation District (HCD) Plan and Part 4.8 of the HCD By-law Council shall consider a new commercial building through the Public Hearing process.

It is recommended that Council receives the application and forward the application to the Heritage Advisory Committee (HAC) for comments. A heritage report is attached in **Attachment A**.

The heritage report as outlined in **Attachment A** is to provide Council with additional information pertaining to the development request in-keeping with the HCD Plan, in particularly Policy 4.6.2. Though it has been common practise to forward these applications to the HAC, there is no legal requirement for Council to do so. They may wish to go directly to first reading and proceed with the advertising for a public hearing. Section 13 (bc) of the Heritage Property Act (**Attachment B**) provides that HAC may advise Council regarding items that require a Public Hearing pursuant to a Heritage Conservation District Plan. The approval, imposition of conditions on or the denial of the application is appealable to the UARB. The process is laid out in **Attachment C**.

2. ISSUES AND OPTIONS

This memo is only a recommendation for Council to refer the application to the HAC for their review and comments. If Council does not wish to refer the application to the HAC, they may wish to proceed with first reading and advertise for a public hearing. A heritage report on the application is attached in **Attachment A**.

3. FINANCIAL IMPACT

There will be a small cost associated with advertising for the Public Hearing. Advertising costs are covered under the Town's heritage budget. After the development is complete, the Town will receive additional tax revenues through an increase in property tax assessments.

4. STRATEGIC PLAN RELEVANCE

The referral of the application is in keeping with the Town's CCP, in particular:

Governance: Direction to enhance internal and external relations through policies, procedures and resources.

5. RECOMMENDATION AND DRAFT MOTION

The following motion is recommended:

Motion: Moved and seconded that Council refers the Lunenburg Arms application to build a new commercial building at the corner of Duke Street and Pelham Street (PID 60061199 and PID 60061181) to the Heritage Advisory Committee for advice and comment.

ATTACHMENTS:

- A. Heritage Report
- B. Section 13 (bc) of the Heritage Property Act (HPA)
- C. Application Process

Acknowledged by:

Kevin Malloy
Interim CAO

Circulated: _____

ATTACHMENT A

Document No:

Meeting: HAC – April 25, 2022

Circulate To: Council, HAC, KM, HM

File:

MEMORANDUM

TO: HERITAGE ADVISORY COMMITTEE/TOWN COUNCIL

FROM: ARTHUR MACDONALD, HERITAGE MANAGER

DATE: MARCH 30, 2022

**RE: LUNENBURG ARMS APPLICATION: KING'S HOTEL
PID 60061199 AND PID 60061181**

1. FACTS

A. Background

The owners of the Lunenburg Arms Hotel located at 94 Pelham Street has made application to build a new hotel on their parking lot located at the corner of Duke Street and Pelham Street on lands known as PID 60061199 and PID 60061181. The development will be situated on two lots joined by a party wall in compliance with the Building Code. Pursuant to Policy 4.6.2 of the Heritage Conservation District (HCD) Plan and Part 4.8 of the HCD By-law Council shall consider a new commercial building through the Public Hearing process.

B. Proposal

PID 60061199 AND PID 60061181 are located within the Old Town Heritage Conservation District (HCD) and the World Heritage Site (WHS). As such the lands are govern by the Old Town HCD Plan and By-law. The site was the former location of the King's Hotel. In the spirit of paying respect to the history of the site, the applicant intends to bring the historic use of the King's Hotel back to the site.

According to the "Inventory of Historic Buildings" (**Attachment A**) the Hotel was originally built prior to 1858 and undertook several renovations throughout 1879-1890 until it became the 4-5 storey building as shown in the Inventory booklet. The building was demolished in the late 1950's.

Pursuant to the HCD Plan and By-law, new commercial buildings are required to be approved by Council through the Public Hearing process. To help facilitate Council's review, staff have reviewed the Hotel's design (**Attachment B**) as outlined in **Attachment C**.

2. **ISSUES AND OPTIONS**

The municipality may grant the application either with or without conditions or may refuse it. Pursuant to Section 12(2) of the Heritage Conservation Districts Regulations, Council may only refuse the application if the proposal does not meet the requirements of the HCD By-law, including the Design Guidelines. The reason(s) for Council's refusal must be given.

In staff's opinion, the proposal is in-keeping with the intent of the HCD By-law and the applicable provisions of the design guidelines. The approval, imposition of conditions on or the denial of the application is appealable to the UARB.

3. **FINANCIAL IMPACT**

The only direct cost to the Town will be the costs associated with the placement of the newspaper advertisements for the Public Hearing for two consecutive weeks and the final advertisement for relaying Council's decision and the right to appeal. Costs may also occur with regards to undertaking an appeal if one is file.

4. **STRATEGIC PLAN RELEVANCE**

The approval of the request could be justified in-keeping with the Town's CCP, in particular:

Economic Development: Direction to support economic development.

Urban Design: Direction to enhance residents' and visitors' experience of the built environment.

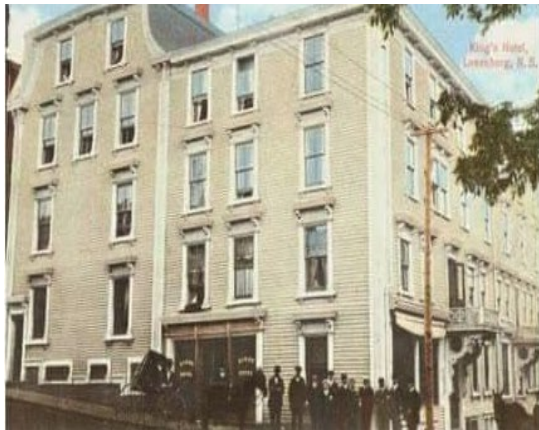
5. **RECOMMENDATION AND DRAFT MOTION**

Motion: Moved and seconded that Council approve first reading and proceed to a Public Hearing to consider the approval of a Certificate of Appropriateness for the King's Hotel located at the corner of Duke Street and Pelham Street on lands known as PID 60061199 and PID 60061181 provided the design is as shown in Attachment B.

ATTACHMENTS:

- A. Old Photos and Inventory of Historic Buildings caption for King's Hotel
- B. King's Hotel Design
- C. Review of King's Hotel Design
- D. Application Process
- E. Review of Policy 4.6.2 of the HCD Plan

ATTACHMENT A
Old Photos and Inventory of Historic Buildings caption for King's Hotel



The King's Hotel once stood at this corner and offered the finest in hotel accommodation to the traveller of the day. Built sometime prior to 1858, the hotel was centrally located near the post office, telegraph and telephone offices, and within three minutes walk of the train and steamboat. In 1865, Henry King purchased the hotel from Daniel S. MacDonald and in 1887 handed it over to his son James W. King. The building underwent a number of major renovations between 1879-90 (see BEV's) until it became the 4 storey building shown in the sketch below. According to W.A. Lelton there were: "28 spacious, airy bedrooms supplied with hot and cold water and heated by hot water... a large and handsomely furnished drawing room, one private and two public parlours, a writing room, an office and a large and commodious dining room where the tables were always bountifully supplied with the delicacies and substantial of the season." The hotel remained in the King family until 1928 when it sold to Lunenburg Hotels Ltd. and had its name changed to the "Ich Dien Hotel." It later became a merchant seaman's hostel and, after becoming neglected, was demolished in the late 1950's. The vacant site is presently used as a parking lot but portions of the old foundation can still be seen.



ATTACHMENT B

KING'S HOTEL

2022.03.16_ISSUED FOR DEVELOPMENT PERMIT



KING'S HOTEL

CAFE
64 PELHAM STREET

KING'S
SUITES





KING'S
HOTEL

CAFE

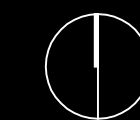
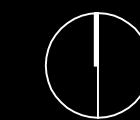
KING
SUITE

FRP 490

MacKay-Lyons
Sweetapple
Architects
Limited

2188 Gottingen St.
Halifax, Nova Scotia
Canada B3K 3B4

ph: (902) 429-1867
fax: (902) 429-6276



root
ARCHITECTURE

15 Victoria Road
Dartmouth, NS
B2Y 2V5
902-407-6660
www.rootarchitecture.ca

**NOT FOR
CONSTRUCTION**

02	For Permitting	2022 03 16
01	Preliminary Working Set	2022 02 09
No.	Description	Date

NOTES:

COPYRIGHT RELATED TO USE OF THIS DRAWING:
The use of this drawing shall be governed by standard copyright law as generally accepted in architectural practice.

ARCHITECT'S REQUIREMENTS AND APPROVALS:
It is the Builder's responsibility to notify MacKay-Lyons Sweetapple Architects Ltd. and to seek prior written approval for materials and workmanship which deviates from instructions provided by the Architect.

ENGINEER'S REQUIREMENTS AND APPROVALS:
It is the Builder's responsibility to notify MacKay-Lyons Sweetapple Architects Ltd. and to seek prior written approval for materials and workmanship which deviates from instructions provided by the Engineer.

AUTHORITIES' REQUIREMENTS AND APPROVALS:
All materials and workmanship must comply with the requirements of all authorities having jurisdiction over the work. It is the Builder's responsibility to gain necessary approval from all relevant Authorities.

DIMENSIONS:
All dimensions must be verified on site. Do not scale off drawings. Plans take precedent over elevations. In the absence of dimensions, or if discrepancies exist, consult Architect. All minimum dimensions are to comply with the National Building Code of Canada.

SHOP DRAWINGS:
Submit shop drawings to the Architect and Engineer for approval prior to manufacture of prefabricated elements of the building.

Site Plan

scale: 1/16" = 1'-0"

drawn: AR/CS

A200



**NOT FOR
CONSTRUCTION**

02 For Permitting	2022 03 16
01 Preliminary Working Set	2022 02 09
No. Description	Date
Revision:	

NOTES:

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It is the Builder's responsibility to notify MacKay-Lyons Sweetapple Architects Ltd. and to seek prior written approval for materials and workmanship which deviates from instructions provided by the Engineer.

AUTHORITIES' REQUIREMENTS AND APPROVALS:
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DIMENSIONS:
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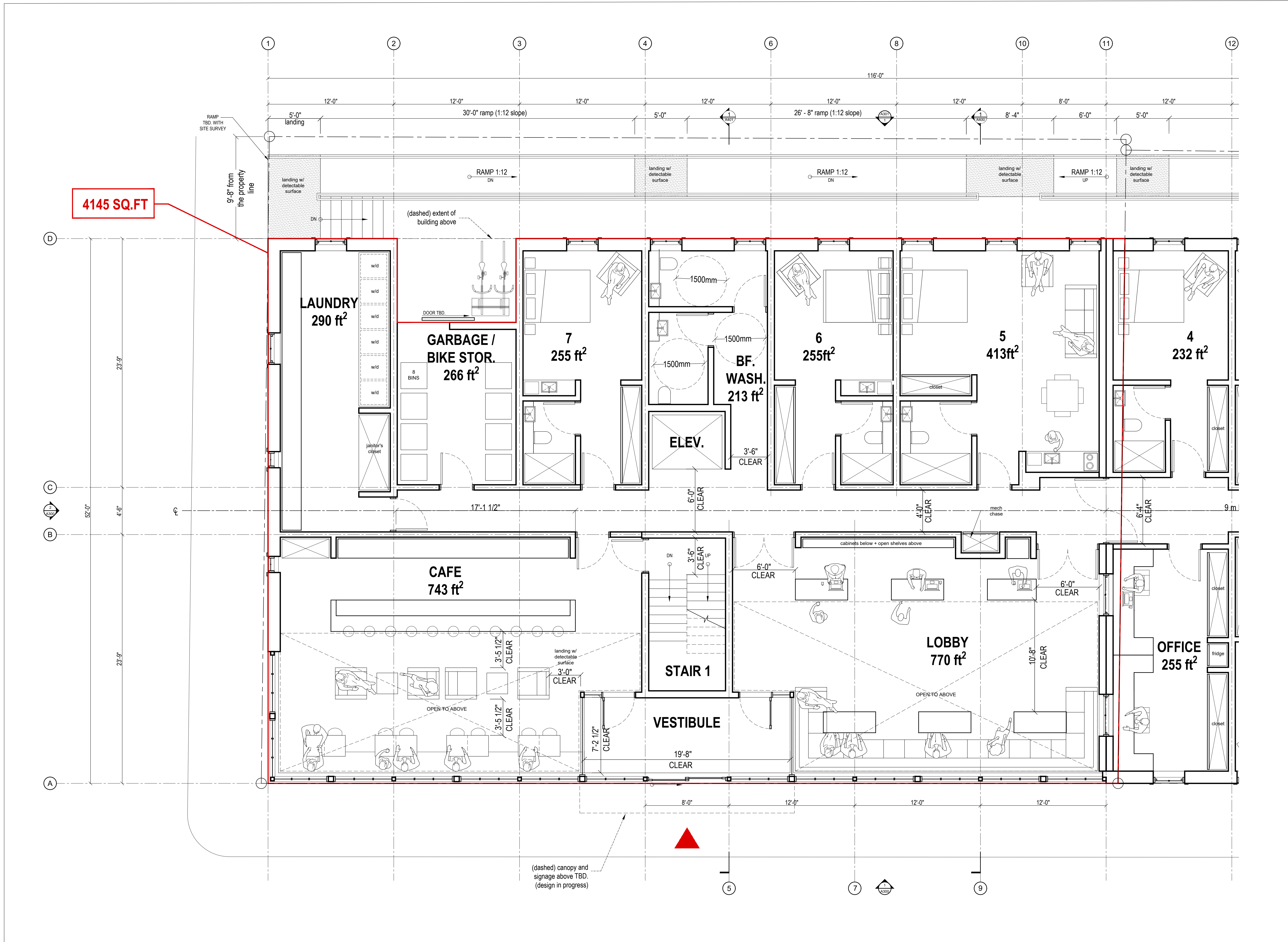
SHOP DRAWINGS:
Submit shop drawings to the Architect and Engineer for approval prior to manufacture of prefabricated elements of the building.

Enlarged
Ground
Floor Plan

scale: 1/4" = 1'-0"

drawn: AR/CS

ASK1



4145 SQ.FT

D

C

B

A

5

7

9

1

2

3

4

6

8

10

11

12

116'-0"

12'-0"

12'-0"

12'-0"

12'-0"

12'-0"

12'-0"

8'-0"

12'-0"

5'-0" landing

30'-0" ramp (1:12 slope)

26'-8" ramp (1:12 slope)

RAMP 1:12 UP

9'-8" from the property line

(dashed) extent of building above

LAUNDRY
290 ft²

GARBAGE /
BIKE STOR.
266 ft²

7
255 ft²

BF.
WASH.
213 ft²

6
255 ft²

5
413 ft²

4
232 ft²

CAFE
743 ft²

VESTIBULE

LOBBY
770 ft²

OFFICE
255 ft²

ELEV.

STAIR 1

OPEN TO ABOVE

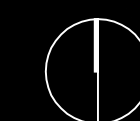
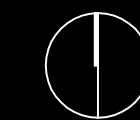
OPEN TO ABOVE

(dashed) canopy and
signage above TBD.
(design in progress)

Mackay-Lyons
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fax: (902) 429-6276



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ARCHITECTURE

15 Victoria Road
Dartmouth, NS
B2Y 2V5
902-407-6660
www.rootarchitecture.ca

**NOT FOR
CONSTRUCTION**

No.	Description	Date
02	For Permitting	2022 03 16
01	Preliminary Working Set	2022 02 09

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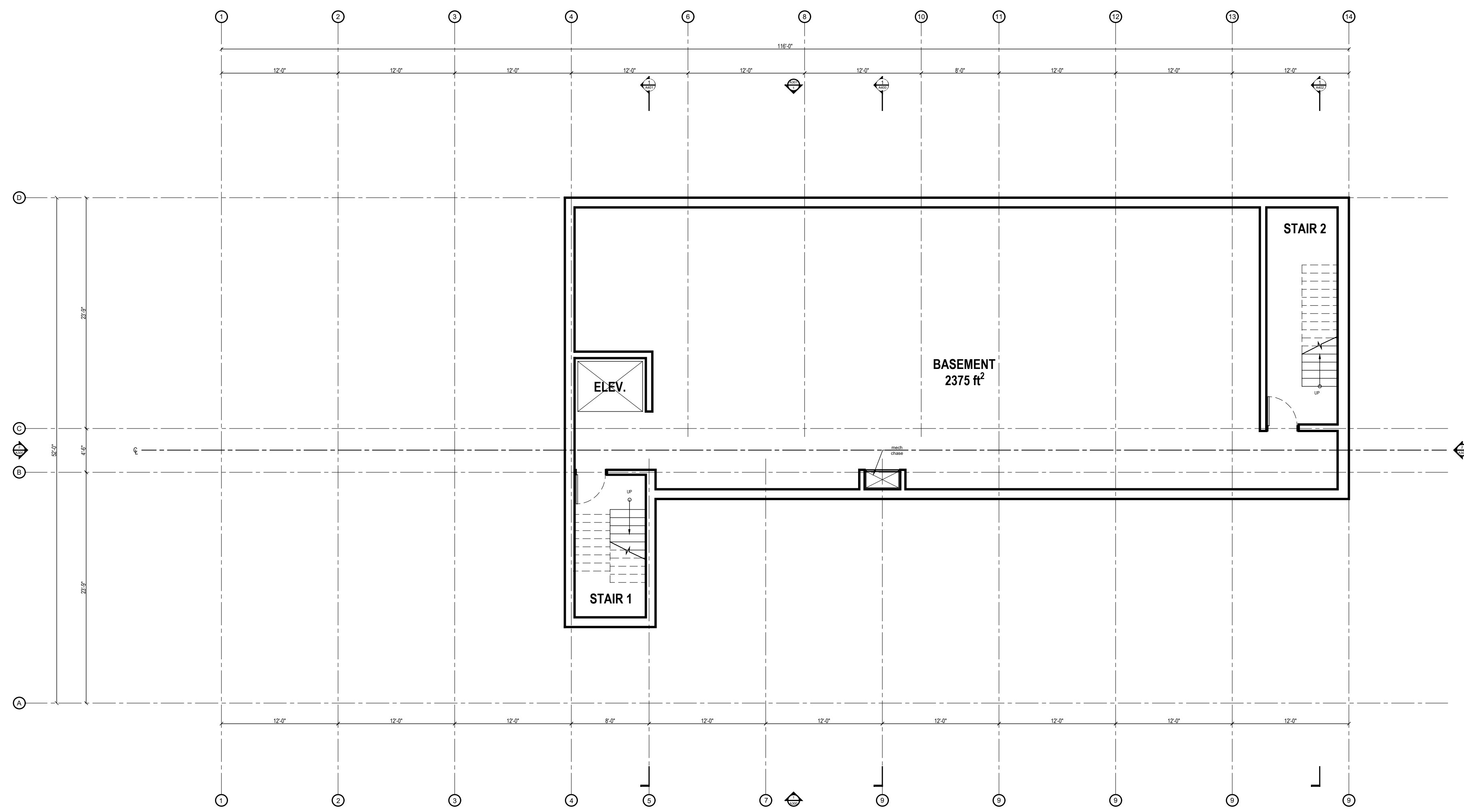
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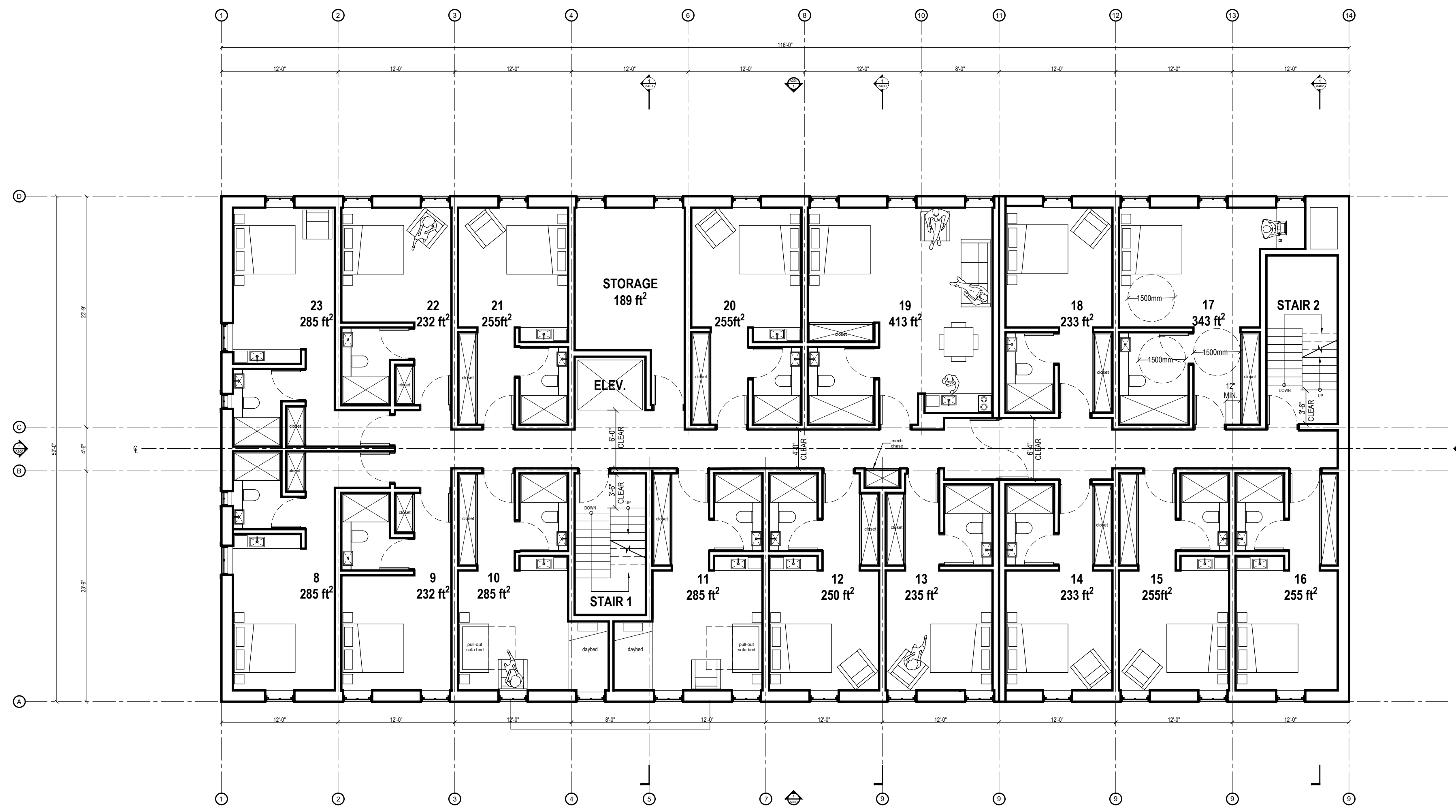
Basement
Level Plan

scale: 1/8" = 1'-0"
drawn: AR/CS
chk'd: BML

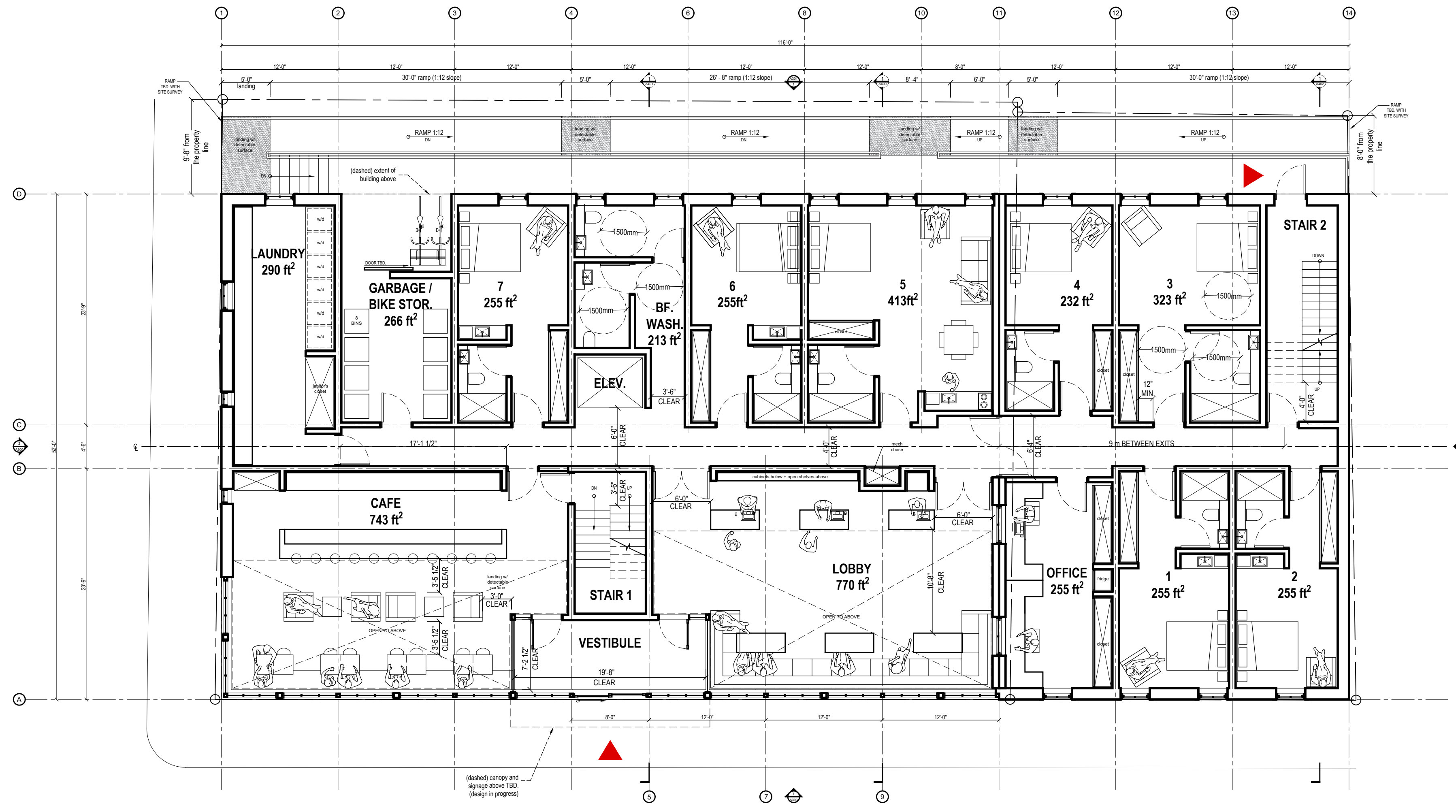
A201



1
A201
Basement Level Plan
Scale 1/8" = 1'-0"



2 Second Level Floor Plan
Scale 1/8" = 1'-0"



1 Ground Level Floor Plan
Scale 1/8" = 1'-0"

Lunenburg Arm's Hotel

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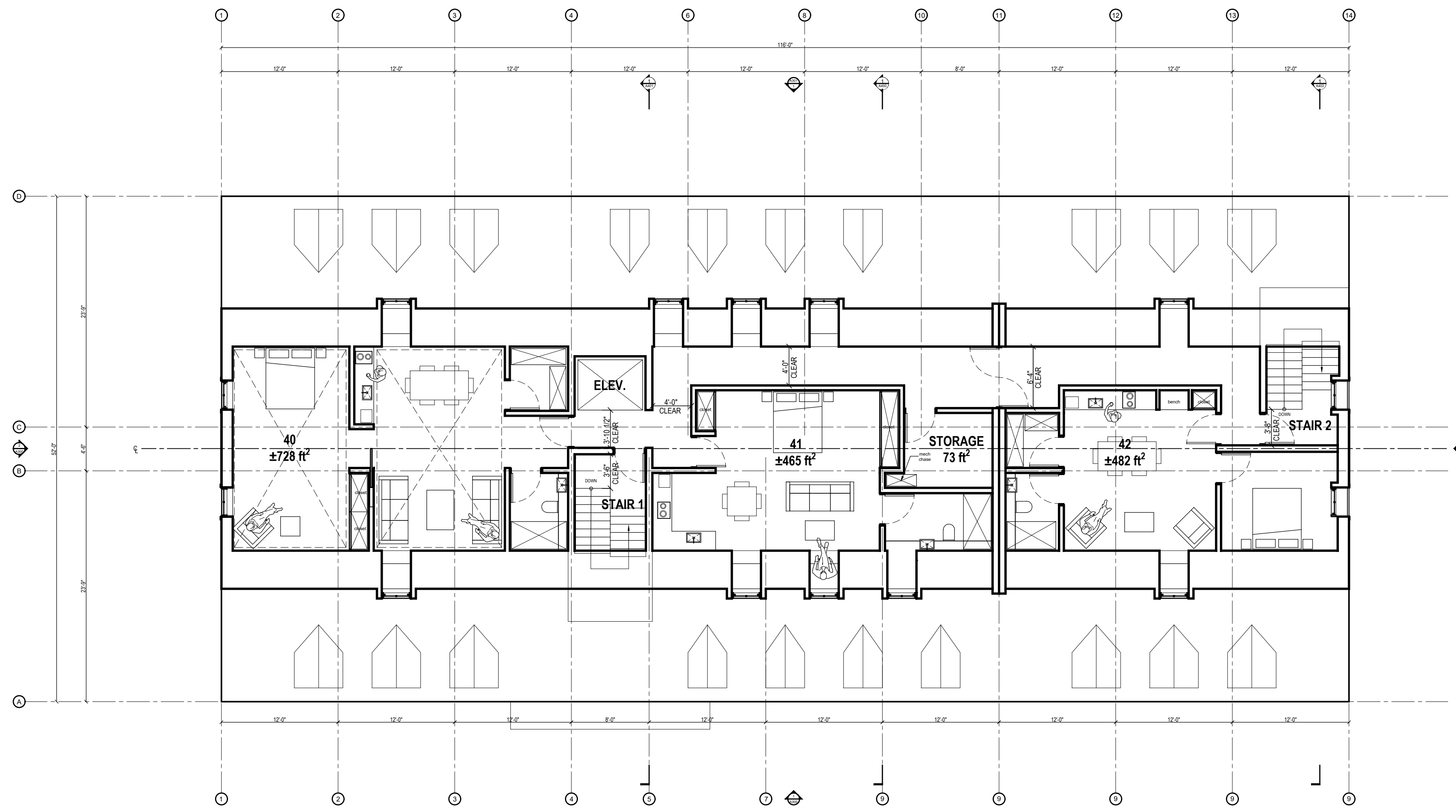
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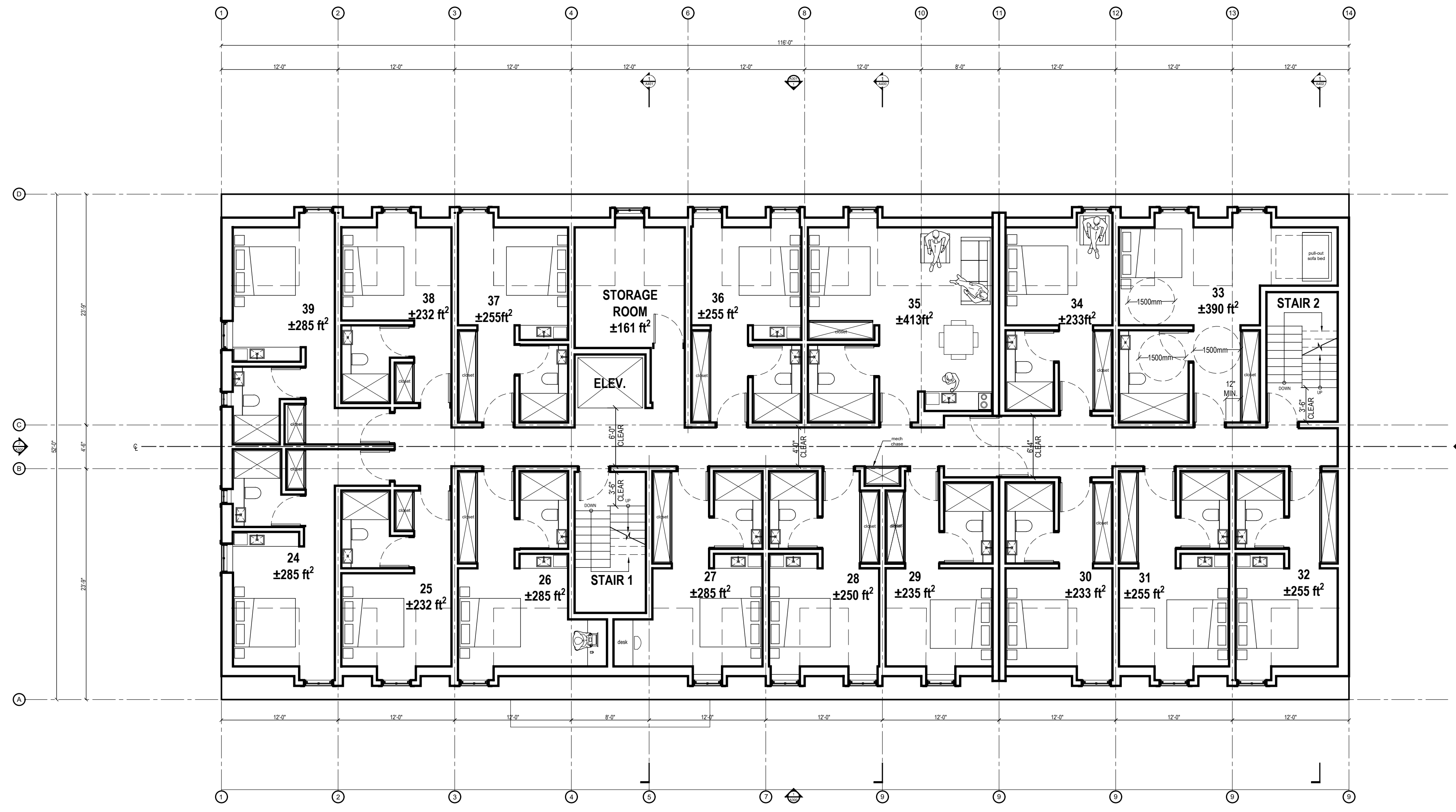
Ground Level
& Second
Level Floor
Plans

scale: 1/8" = 1'-0"
drawn: AR/CS
chk'd: BML

A202



2 Attic Floor Plan
Scale 1/8" = 1'-0"



1 Third Level Floor Plan
Scale 1/8" = 1'-0"

Lunenburg Arm's Hotel
 Project:
 Lunenburg NS
 Canada

MacKay-Lyons
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 Limited

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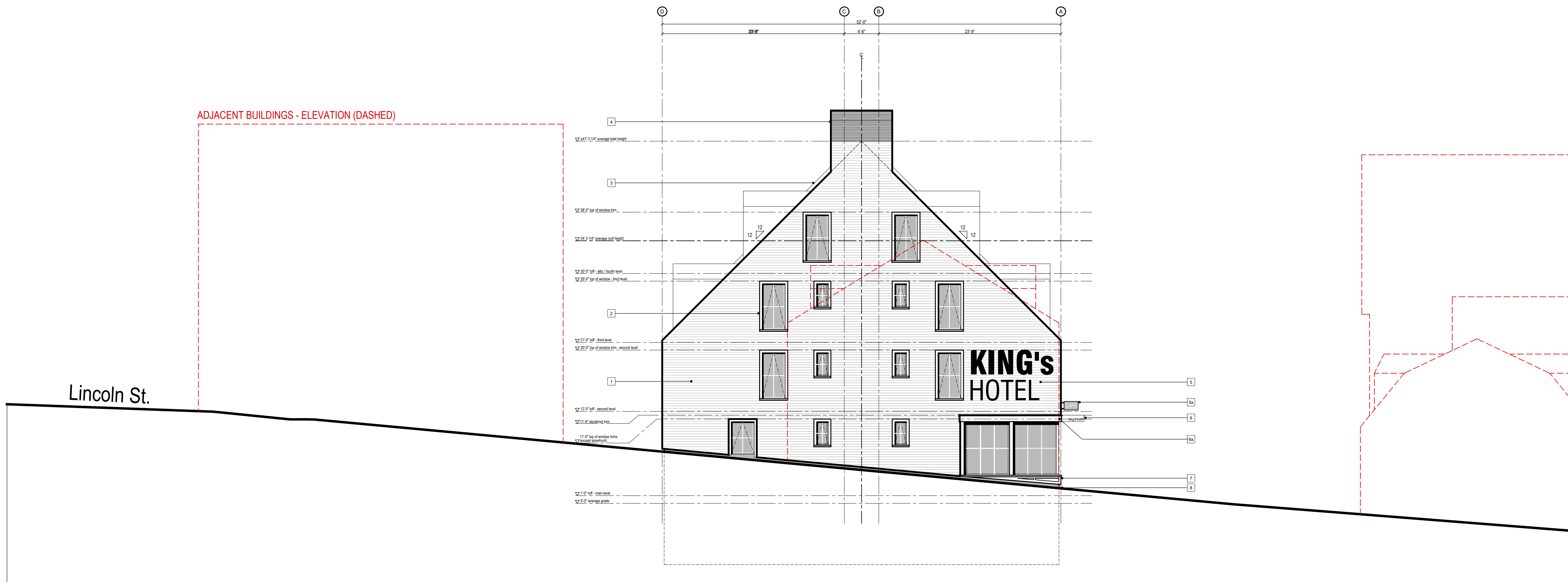
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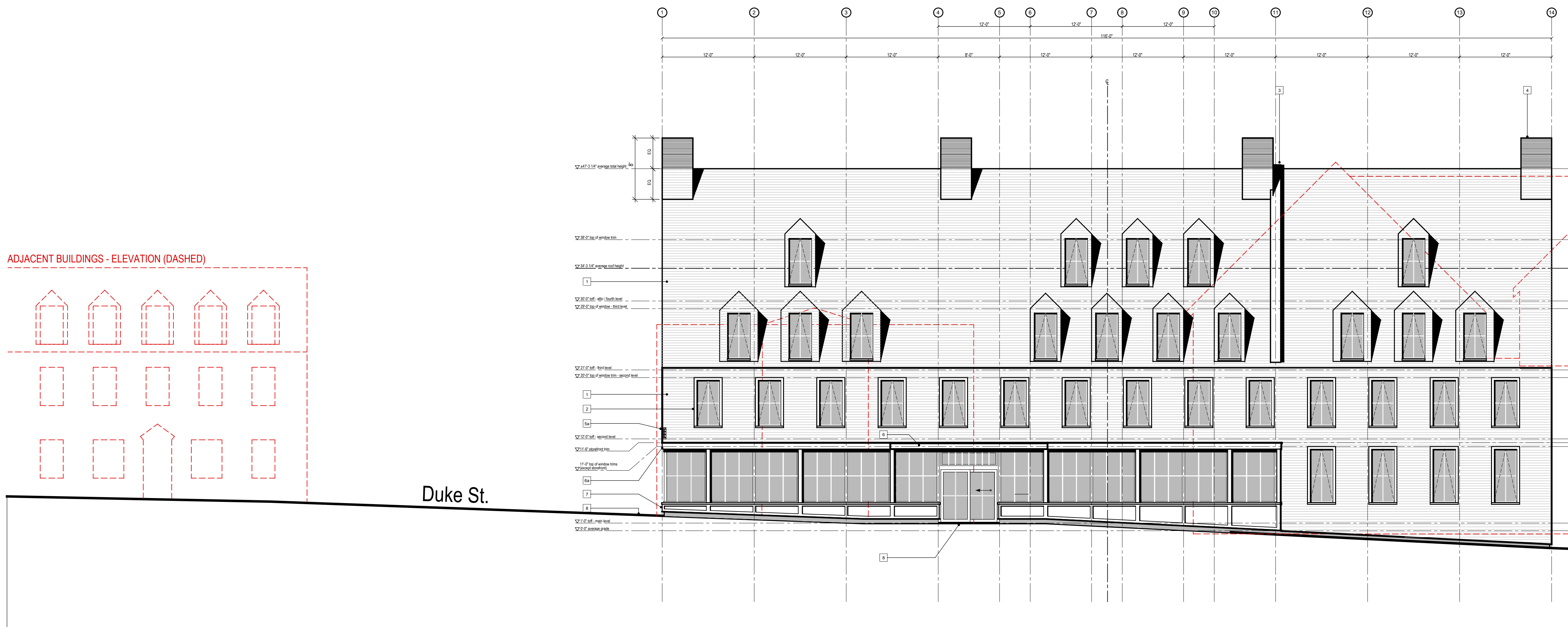
Third Level
 & Attic
 Floor
 Plan

scale: 1/8" = 1'-0"
 drawn: AR/CS
 chkd: BML

A203



2
A300 West (Duke St.) Elevation
Scale 1/8" = 1'-0"



1
A300 South (Pelham St.) Elevation
Scale 1/8" = 1'-0"

LEGEND

- 1 Eastern white cedar shingles with woven corners
- 2 Black painted Aztec/PVC windows with 4" trim and 2.5" trim at sill. Colour of trim to be black. (refer to window schedule)
- 3 Firewall TBD.
- 4 Mechanical chimney TBD.
- 5 Signage shown - intent only. Font style and size TBD.
- 6a Blade signage - intent only. Design and spec. TBD.
- 6b Canopy to align with 10" storefront trim. Both ends to have building signage.
- 6c 10" storefront trim (colour TBD)
- 7 Panel board shown - intent only. TBD with site survey.
- 8 Grade shown - intent only. TBD with site survey.
- 9 Railing, Ramp and Stair design and material TBD with site survey.
- 10 Barn door to access Garbage Room spec. TBD.

NOTES

- A) Top of grade drawn diagrammatically only.
- G.S. to coordinate existing grade on site and to report back to the Architect.
- B) Refer to A700 Window Door Schedule for Window Door Dimensions
- C) Vent openings through exterior walls or roof cannot exceed 144 sq. ft.
- D) Vent openings must be covered with a mesh that meets the requirements of MNUIC 504.10.

Lunenburg Arm's Hotel

Peblam St.
Lunenburg NS
Canada

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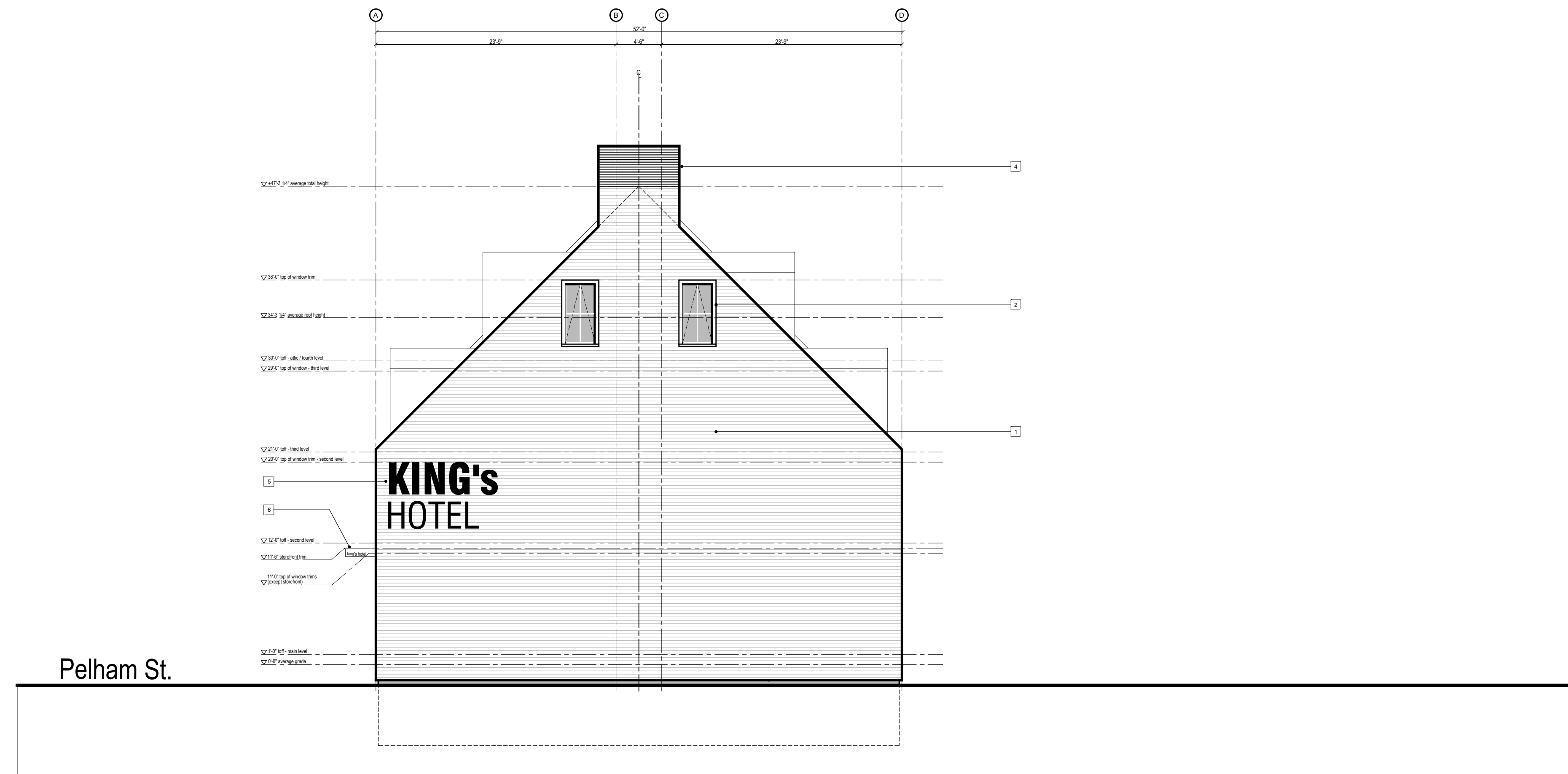
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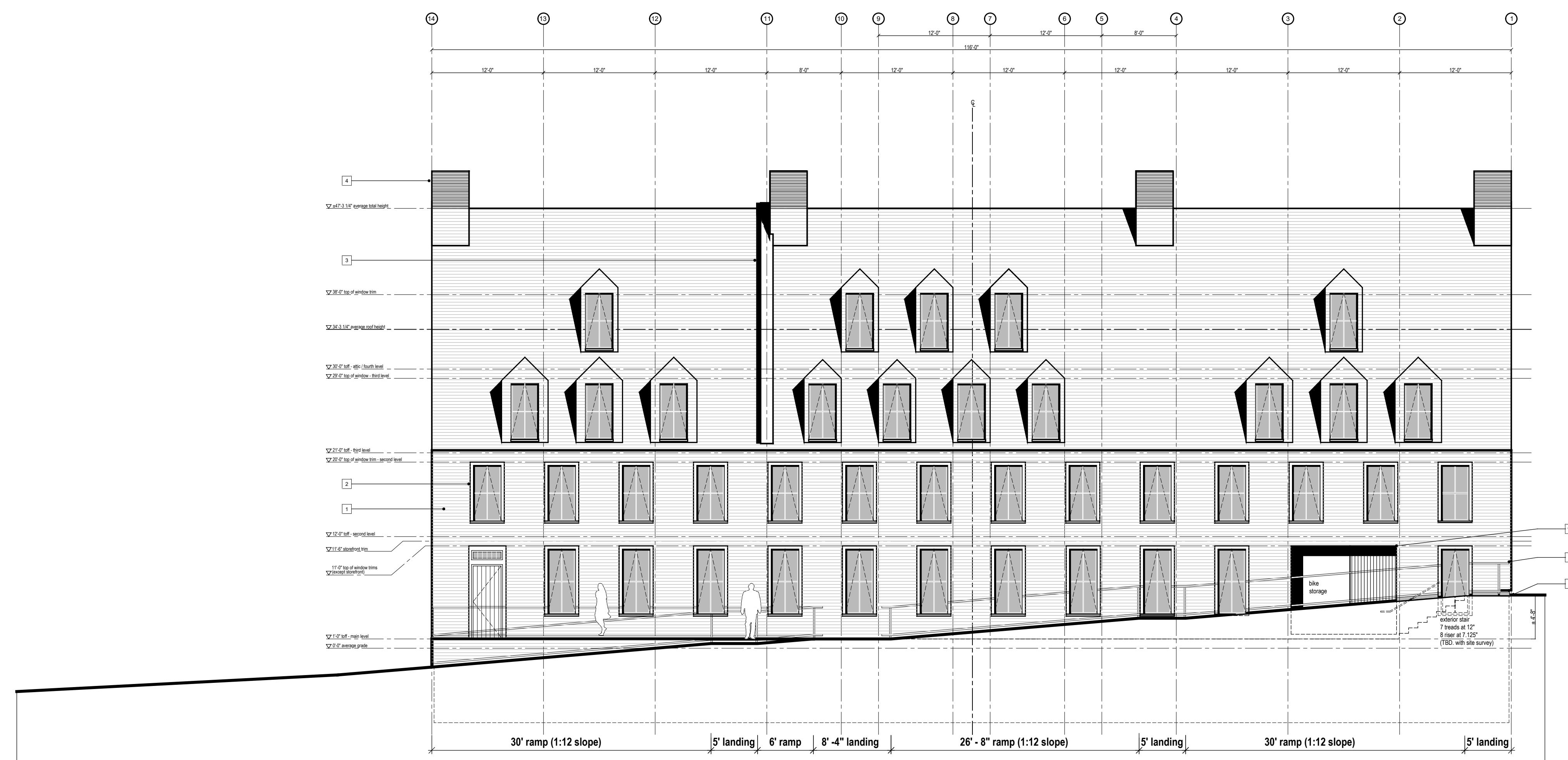
Exterior Elevations

scale: 1/8" = 1'-0"
drawn: AR/CS
chk'd: BML

A300



2 East Elevation
Scale 1/8" = 1'-0"



1 North Elevation
Scale 1/8" = 1'-0"

- LEGEND
- 1 Eastern white cedar shingles with woven corners
 - 2 Black painted ASA/PVC windows with 4" trims and 2.5" trim at sill. Colour of trim to be black. (refer to window schedule)
 - 3 Firewall T.D.
 - 4 Mechanical chimney T.D.
 - 5 Signage shown - intent only. Font style and size T.D.
 - 6a Blade signage - intent only. Design and spec. T.D.
 - 6b Canopy to align with 10" storefront trim. Both ends to have building signage.
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 - 7 Panel board shown - intent only. T.D. with site survey.
 - 8 Grade shown - intent only. T.D. with site survey.
 - 9 Railing, Ramp and Stair design and material T.D. with site survey.
 - 10 Barn door to access Garbage Room spec. T.D.

NOTES

A) Top of grade drawn diagrammatically only.
G.S. to coordinate existing grade on site and to report back to the Architect.

B) Refer to A700 Window Door Schedule for Window Door Dimensions

C) Vent openings through exterior walls or roof cannot exceed 144 sq. ft.

D) Vent openings must be covered with a mesh that meets the requirements of M.U.C. 504.10.

Lunenburg Arm's Hotel

Phase 02
Lunenburg NS
Canada

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Exterior Elevations

scale: 1/8" = 1'-0"
drawn: AR/CS
chk'd: BML

A301

**NOT FOR
CONSTRUCTION**

02	For Permitting	2022 03 16
01	Preliminary Working Set	2022 02 09
No.	Description	Date
Revision:		

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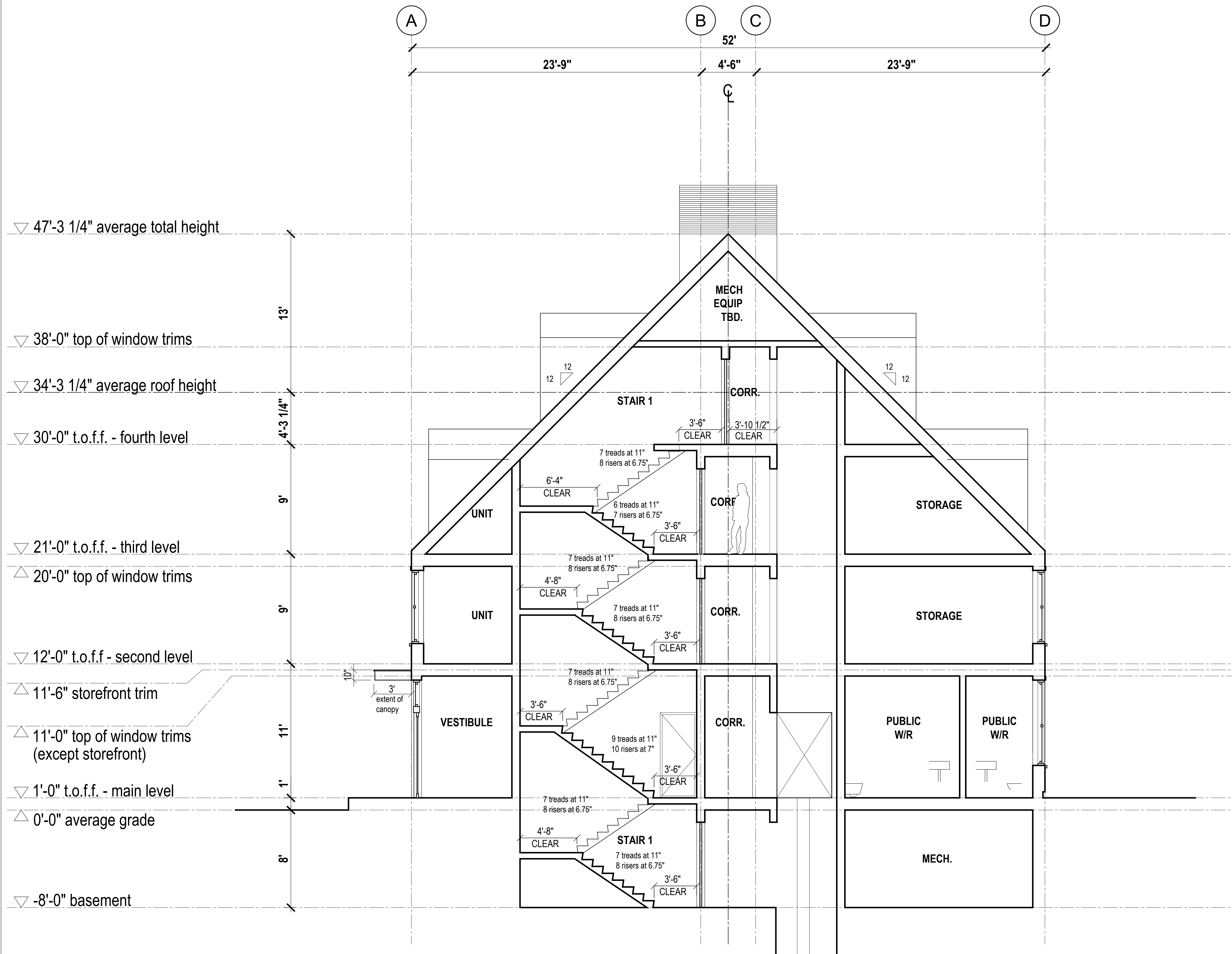
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SHOP DRAWINGS:
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Building
Section

scale: 1/4" = 1'-0"
drawn: AR/CS
chk'd: BML

A401



1 Egress Stair 1 Building Section
Scale 1/4" = 1'-0"

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CONSTRUCTION**

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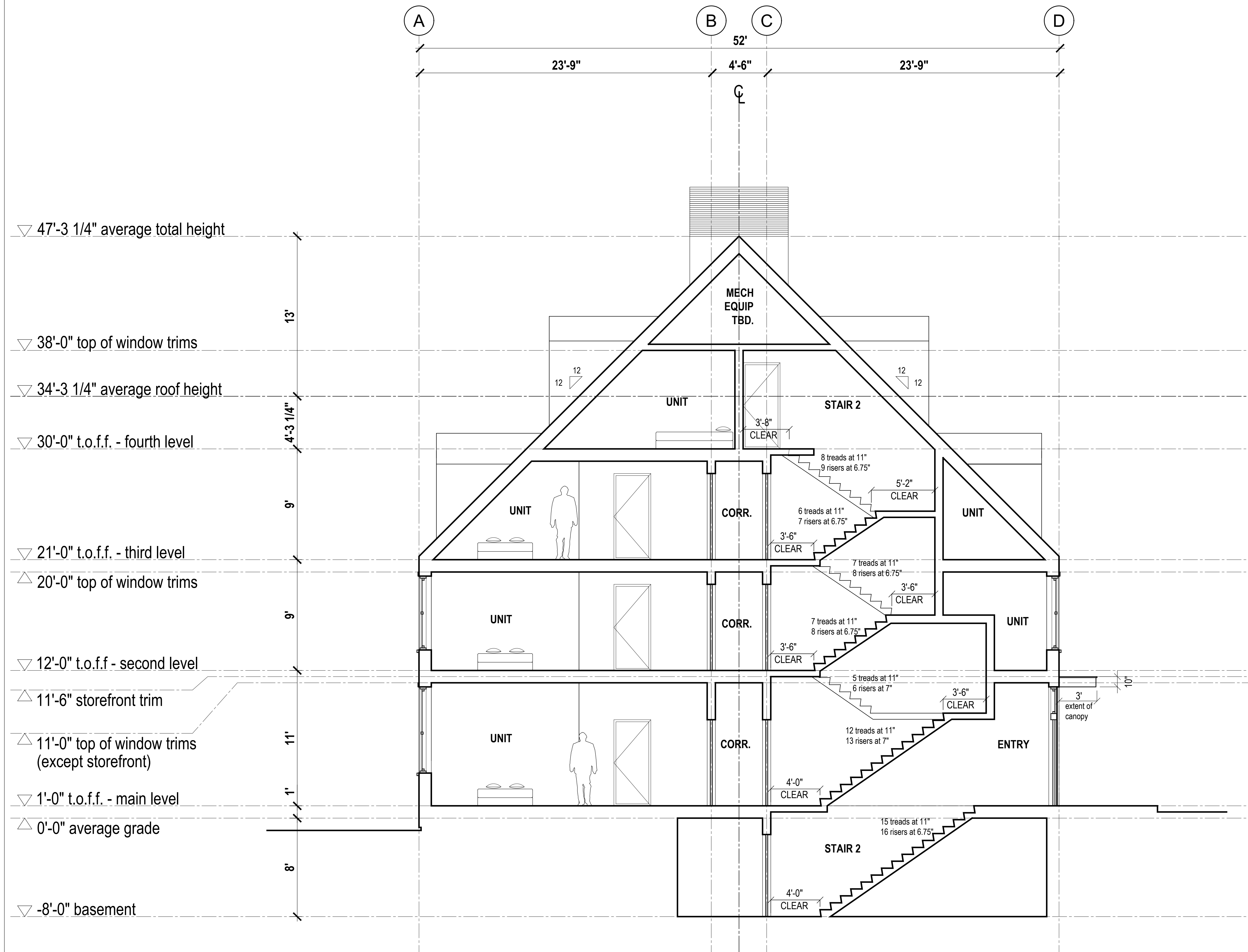
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Building
Section

scale: 1/4" = 1'-0"
drawn: AR/CS
chk'd: BML

A402



1 Egress Stair 2 Building Section
Scale 1/4" = 1'-0"

A402

**ATTACHMENT C
Review of King's Hotel Design**


Old Town Heritage Conservation District By-law Provisions Review:

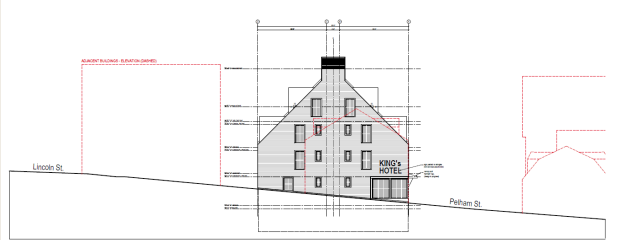
Pursuant to Part 3.3, where a proposed commercial building has a ground floor area greater than 2100 square feet, it shall be required to have an additive form with varied rooflines and/or a façade subdivided into small storefront units. Commercial buildings over 2100 square feet shall have varied massing up to a maximum ground floor area of 4200 square feet.

Developments are reviewed on a lot-by-lot basis. In this case there are two (2) existing lots, PID 60061199 and PID 60061181. The buildings are attached by means of a fire separation along the property line in a similar fashion as the historic built form of Lincoln Street where buildings are placed side by side, directly abutting one another along the street. This historic built form helps to frame the commercial streetscape.

PID 60061199 has a ground floor area of 4145 square feet. Whereas the ground floor area of PID 60061181 is 1850 square feet. The Georgian Style with its placement of dormers on the Gable roof provides three (3) visual breaks in the overall combined mass. This, coupled with the roof top fire break along the property line, provides a visual breakage of the over all mass intended by Part 3.3, where PID 60061199 is broken into two visual masses with the third mass to the eastern side of the fire wall.

King's Hotel	
Ground Floor Area of PID 60061199:	4145 square feet
Ground Floor Area of PID 60061181:	1850 square feet

Review of Design Guidelines (Part 3):	
Design Guidelines:	Comments:
Part 3.1 Form:	<p>The form is in-keeping with the Georgian style gable roof form as shown in the sample below:</p> <div style="text-align: center;">  <p>Georgian style with corner storefront.</p> </div> <p>Proposed design is in-keeping with Part 3.1.</p>
Part 3.2 Height and Roof Pitch:	<p>The building is greater than 2 storeys and has a steep pitched roof (12/12). The height of the structure (34 feet-31/4 inches - 34.27 feet) is less than 10.5 m (34.4 feet), the maximum height permitted by the Land Use By-law in the Old Town 1 Form Zone. Proposed design is in-keeping with Part 3.2.</p>

<p>Part 3.3 Size, massing, and proportions: More than 2,100 Sq. Ft. – shall provide additive form with varied roof lines. Maximum Ground Floor Area – 4,200 Sq. Ft. for new commercial buildings.</p>	<p>Justification is outlined above. Proposed design is in-keeping with Part 3.3.</p>
<p>Part 3.4 Setbacks:</p>	<p>The siting of the proposed development reinforces the existing zero setbacks along Pelham Street as well as Duke Street. The placement of the development follows the historic development pattern. Proposed design is in-keeping with Part 3.4.</p>
<p>Part 3.5 Spaces between buildings:</p>	<p>The proposed development follows the historic development pattern by directly abutting the two buildings with a fire wall. The outside wall to the eastern side also abuts the eastern side lot line and there is a zero set-back from Duke Street along its western side lot line. The zero spacing between buildings is in-keeping with the historic commercial development, in particularly those commercial shops on Lincoln Street. Proposed design is in-keeping with Part 3.5.</p>
<p>Part 3.6 Orientation to public street:</p>	<p>The main lobby area and café face directly onto Pelham Street. The design orients the building towards Pelham Street that reinforces the historic development pattern of the street. Proposed design is in-keeping with Part 3.6.</p>
<p>Part 3.7 Façade design: The façade design of the new commercial building should respond to the design of adjacent buildings.</p>	<p>The new commercial development attempts to compliment the Lunenburg Arms hotel renovations like two book ends that belong together. The new commercial building also echoes some of the architectural features of the Georgian style building on the corner of Duke and Pelham (79 Pelham Street) such as window placements, steep roof pitch and the use of dormers.</p>  <p>The rhythm of the storefront is reinforced using the storefront windows, placement of the windows and dormers and finally through the use of the chimneys. Three articulated bays become visible which helps to reinforce the historic pattern of the rhythm of the commercial street. The façade design incorporates elements of the traditional storefront design such as vertically proportioned windows on upper floors, regularly spaced in the façade, wooden cladding,</p>

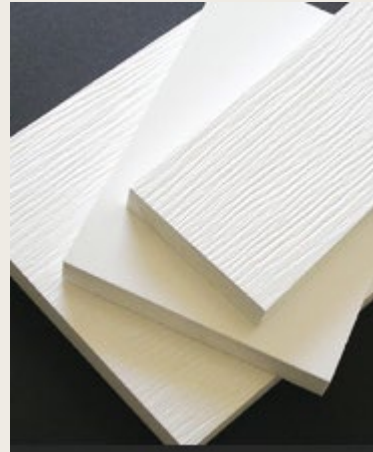
and trims, square or vertically proportioned display windows, and a strong baseline defined by moldings or panels.



Proposed design is in-keeping with Part 3.7.

Part 3.8 Materials:

The building will be clad in wooden shingles. Window and door trims will be a minimum of 4 inches wide made with materials to look like wood - Azek trims as shown below:



The roof materials will be eastern white cedar shingles. The building, rather than using wooden cornerboards, will directly abut the shingles for a clean visual appearance around the corners of the building – like the craftsmen’s style homes. Proposed design is in-keeping with Part 3.8.

**ATTACHMENT D
- APPLICATION PROCESS -**

Application Process – King’s Hotel	
Stage:	Date:
Application to Council - may be referred to HAC	April 12, 2022
Application reviewed by HAC (if referred)	April 25, 2022
First Reading of Application	May 10, 2022
Advertise 21 clear days for Public Hearing	TBA
Public Hearing	TBA
Public Notice outlining rights to appeal (21 day appeal period)	TBA
Appeal period elapses	TBA
Issuance of Certificate of Appropriateness (if approved)	TBA

Relevant Section of the Heritage Property Act and Regulations

Public hearing for certificate

11 (1) The council shall cause notice to be given of a proposed development and of its intention to consider the application for a certificate by a notice to be published at least once a week for two successive weeks in a newspaper circulating in the area of the district, the first of such notices to be published at least twenty-one clear days before the date fixed for the public hearing.

(2) The notice required by subsection (1) shall

(a) describe the location of the proposed development by civic number, by a plan, map or sketch or other description adequate to identify the location;

(b) give a description of the proposed development; and

(c) state the date, time and place fixed for the public hearing and the place where and hours during which information pertaining to the proposed development may be inspected by the public.

Council decision on certificate

12 (1) Subject to subsection (2) and subsection (2) of Section 19F of the Act, the decision of the council to approve or deny the application for a certificate shall be made, by resolution, after consideration of any submissions received and shall be by a majority vote of those councillors present when the vote is taken, but only those councillors present at the public hearing may vote upon the application.

(2) Where the council considers an application for a certificate other than one for demolition or removal of a building or structure, the council shall approve the application if it meets the requirements of the conservation by-law, including applicable portions of any design guidelines.

(3) Where the council denies the application for a certificate or approves the granting of the certificate with conditions imposed, the council shall include in the resolution the reasons for the denial or imposition of conditions, as the case may be.

(4) The council, by resolution, may specify conditions that shall attach to the granting of the certificate and the reasons for the conditions, and subsection (2) of Section 14 applies to those conditions.

(5) Upon the making of a decision to approve, approve with conditions or deny the granting of a certificate,

(a) the council shall cause notice to be published in a newspaper circulating in the district stating its decision and setting out the right of appeal; and

(b) the clerk of the municipality shall serve on the applicant, by personal service or registered mail, a copy of the resolution containing council's decision and reasons therefore, where required.

Conditions on certificate

14 (1) A certificate may be granted unconditionally or with conditions.

(2) Where a certificate is granted with conditions, the conditions shall

(a) relate to the development permitted by the certificate;

(b) be for a heritage conservation purpose; and

(c) be in accordance with the design guidelines.

(3) Without limiting the generality of subsections (1) and (2), the conditions subject to which a certificate may be granted include conditions with respect to

(a) the use of specific materials on or in a building or structure;

(b) the filing with the heritage officer of acceptable photographic or other documentation of a building or structure before its demolition or restoration, rehabilitation or alteration;

(c) the making good, after work is completed, of any damage caused to the building or structure by the work;

(d) restoration, rehabilitation or alteration of a building or structure or any part of it following the execution of work, with the use of original materials or acceptable alternatives;

(e) the preservation of or alteration in the design of buildings and structures;

(f) the site plan;

(g) the graphic representation of the proposed buildings and structures;

- (h) type, species and placement of vegetation;
- (i) the placement and design of signage; and
- (j) the exterior colour of buildings and structures.

Appeal period

15 An appeal concerning the refusal of a certificate or the granting of a certificate with or without conditions by either the heritage officer or council shall be served on the Board within twenty-one days of the date of the publication of the notice of the refusal or granting in the newspaper.

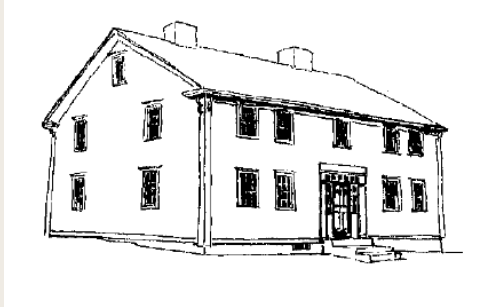
ATTACHMENT E

Review of Policy 4.6.2 of the HCD Plan

4.6.2 Public hearing required for certain new buildings.

Where application is made for a Certificate of Appropriateness for a new commercial, industrial or institutional building, including any new public building, or for a new residential building containing more than two dwelling units, it shall be the intention of Council that the application shall be reviewed at a public hearing. Before approving the application, Council shall be satisfied that the proposed new building:

- .1 conforms with the intent of this conservation plan and with the requirements of the conservation bylaw and design guidelines.
- .2 is in keeping with the architectural character of the surrounding neighbourhood.
- .3 will not negatively affect public views of adjacent heritage buildings.
- .4 where applicable, will not negatively affect public views as identified on Map 6.

Review of Policy 4.6.2	
Sections:	Comments:
4.6.2.1	<p>The intent of the HCD Plan is to consider new commercial development through the Public Hearing Process in-keeping with Policy 4.6.2. The requirements of the HCD By-law and design guidelines have been reviewed in Attachment C. Upon consideration of the intent of the HCD Plan and HCD By-law and design guidelines, staff's opinion is that the proposal is in compliance with this provision.</p>
4.6.2.2	<p>The architectural character of the proposal is a Classical Revival (Georgian) style design. The design is fitting not only for residential developments but also commercial developments which is consistent with the built environment of Pelham Street and the Downtown area. The Georgian style of the Hotel echoes the Georgian building on the opposite side of Duke and Pelham located at 79 Pelham Street and elements of the design will incorporate fabric of the redesign of the Lunenburg Arms Hotel at 94 Pelham Street.</p> <p>The adaption of the Classical Revival (Georgian) style with a storefront appearance helps the building fit-in with the commercial fabric of the neighbourhood. Many of the attributes of the Hotel design can be seen in the Classica Revival (Georgian) style as outlined in Appendix 2 of the HCD Plan outlined below as well as the Georgian style storefront design from Section 3 of the HCD By-law Design Guidelines outlined below.</p> <div style="text-align: center;">  </div> <p style="text-align: center;">Classical Revival (Georgian) from Appendix 2 of the HCD Plan</p>



Georgian style
with corner
storefront.

Georgian style storefront design from Section 3 of the HCD By-law Design Guidelines

Upon consideration of the intent of the HCD Plan and HCD By-law and Design Guidelines, staff's opinion is that the proposal is in compliance with this provision.

4.6.2.3

In staff opinion, the proposed King's Hotel will not affect public views of adjacent heritage buildings. It will block the public views of the rear walls of the properties along Lincoln Street. However, their primary character-defining elements face Lincoln Street and these will not be affected. The proposed hotel will help frame the historic streetscape of Pelham Street and replace the vacant parking lot with a hotel with a similar roof line and bulk as the original King's Hotel built prior to 1858. Upon consideration of the intent of the HCD Plan and HCD By-law and Design Guidelines, staff's opinion is that the proposal is in compliance with this provision

4.6.2.4

The public views as identified on Map 6 will not be negatively affected. The views as identified on Map 6 do not cover over the lots in question as shown below. Upon consideration of the intent of the HCD Plan and HCD By-law and Design Guidelines, staff's opinion is that the proposal is in compliance with this provision



KEY

- | | |
|---------------------------------------|----------------------------------|
| 1 Gallows Hill panorama | 6 Foot of Kaulback to harbour |
| 2 Blockhouse Hill panorama | 7 Foot of Duke & King to harbour |
| 3 Parade Square | 8 Government wharf to harbour |
| 4 King Street: town centre to harbour | 9 Foot of Kempt to harbour |
| 5 North-south streets: harbour view | 10 Shipyards |

↓ Views to harbour along north-south streets



MAP 6

OLD TOWN

HERITAGE CONSERVATION DISTRICT

MAJOR PUBLIC VIEWS

Scale 1: 5700 (1 inch = 475') January 2000

ATTACHMENT B
Section 13 (bc) of the Heritage Property Act (HPA)

Powers of heritage advisory committee

13 The heritage advisory committee may advise the municipality respecting

(a) the inclusion of buildings, public-building interiors, streetscapes, cultural landscapes and areas in the municipal registry of heritage property;

(b) an application for permission to substantially alter or demolish a municipal heritage property;

(ba) the preparation, amendment, revision or repeal of a conservation plan and conservation by-law;

(bb) the administration of heritage conservation districts pursuant to the provisions of this Act;

(bc) an application for a certificate that is required by this Act or the conservation plan and conservation by-law to go to a public hearing;

(c) building or other regulations that affect the attainment of the intent and purpose of this Act;

(d) any other matters conducive to the effective carrying out of the intent and purpose of this Act.
R.S., c. 199, s. 13; 1991, c. 10, s. 3; 2010, c. 54, s. 9.

ATTACHMENT C
Application Process

Application Process	
Stage:	Date:
Application to Council - may be referred to HAC	April 12, 2022
Application reviewed by HAC (if referred)	April 25, 2022
First Reading of Application	May 10, 2022
Advertise 21 clear days for Public Hearing	TBA
Public Hearing	TBA
Public Notice outlining rights to appeal	TBA
Appeal period elapses	TBA
Issuance of Certificate of Appropriateness (if approved)	TBA

Document No:
Meeting: Council April 12, 2022
Circulate to:
File:

MEMORANDUM

TO: TOWN COUNCIL

FROM: LISA DAGLEY, FINANCE DIRECTOR

DATE: APRIL 4, 2022

RE: WATER RATE STUDY AND UNIVERSAL WATER METERING

1. FACTS

At the May 25, 2021 Council meeting the following motion was approved:

That the Town of Lunenburg Water Utility undertake a Water Utility rate study based on the existing rate structure including consideration of the potential implementation of a universal water metering program for further review by Council.

The Water Rate Study has been completed and consultants Gerry Isenor and Blaine Rooney have prepared a summary overview for Council (Schedule A.1 and A.2).

Mr. Isenor and Mr. Rooney have also prepared a Universal Water Metering Update slide deck (Schedule B).

2. RECOMMENDATION AND DRAFT MOTION

To approve the following draft motion regarding the Water Rate Study:

Draft Motion

Moved and seconded that the Town of Lunenburg apply to The Nova Scotia Utility and Review Board for changes in its rates for Water and Water Service, Fire Protection to The Town of Lunenburg and Lunenburg County and changes to its Rules and Regulations for customers served by The Lunenburg Water Utility, as set out in The Water Rate Study prepared by G.A. Isenor Consulting Limited in association with Blaine S. Rooney Consulting Limited.

To approve the following draft motion regarding Universal Water Metering:

Draft Motion

Moved and seconded that the Lunenburg Water Utility undertake a Universal Water Metering program with the roll out to begin in fiscal 23-24.

Attachments

Schedule A.1 – Water Rate Study Presentation

Schedule A.2 – Water Rate Study

Schedule B – Universal Water Metering Update

Acknowledged only by:

Kevin Malloy
Interim CAO

Water Utility – Rate Study Summary

For the Town of Lunenburg



Presented by
G.A. Isenor Consulting Limited
and
Blaine S. Rooney Consulting Limited

Introduction

- Consulting Team
- Rate Study Process
 - NSUARB regulated
 - Drafted 3-Year Operating & Capital Business Plan for the Utility (with Staff)
- Roadmap to Approval
 - Council must approve filing of rate study and application to NSUARB
 - NSUARB is the regulator, the Town is the owner, Council is the Board of Directors for the Utility
 - Once filed, NSUARB takes over process – usually 4-month +/- to decision

Rate Study Overview

- The rate study is a large document of 62 pages
 - A lot of math, schedules, rules and regulations
 - Follows the NSUARB Handbook format
 - Council review will hit highlights

Rate Study Overview

Worksheet B-1 (Page 8) | Actual & Projected Results

- Assuming no adjustment of rates
 - Actual results for 2020/21
 - Estimated results for the year just ended 2021/22
 - Projected results for the next three years
- *Increasing loss each year if no rate adjustment*

Rate Study Overview

Worksheet B-2 (Page 9) | Projected Operating & Non-Operating Costs

- How much revenue is required in each projected year
- Projected years referred to as **test years**

Rate Study Overview

Worksheet B-2a-e (Page 10) | Operating Expenses & Projections by Department

- Source of Supply
- Power and Pumping
- Water Treatment
- Transmission and Distribution
- Administration and General

Rate Study Overview

Worksheet B-3 (Pages 12-15) | Test Years' Projected Capital Spending, Depreciation, & Funding

- Depreciation fund is healthy at the beginning and at the end of the test years
- No new projected borrowing during the period

Rate Study Overview

Worksheet B-5 (Page 20) | Fire Protection

- Details the portion of Water Utility Plant dedicated to fire protection
- Formula is set by the NSUARB
- Fire protection calculation is deducted from revenue requirements *before* calculation of customer rates

Rate Study Overview

Worksheet C-1 (Page 24) | Fire Protection Charges

- Details fire protection charges billed to the town

Rate Study Overview

Worksheet C-3 (Page 26) | Total Revenue Required

- Details the calculation of:
 - Total revenue required
 - Deducts fire protection charge
 - Allocates the remaining between base and commodity charges

Rate Study Overview

Worksheet C-4 (Page 27) | Service Connections

- Details service connections by dwelling or meter size
- Projects any increase in customers during the test years

Rate Study Overview

Worksheet C-6 (Page 30) | Water Consumption by Block

- Current and projected consumption by meter size
- Details the phasing out of Block 2 rates

Rate Study Overview

Worksheet C-9 (Page 34) | Bulk Rates

- Details the calculation of bulk rates to sales to water haulers

Rate Study Overview

Worksheet D-1 (Page 35) | Test Years' Increase in Rates

- Average increase in customer rates for each dwelling unit or meter size

Questions?

Presented by
G.A. Isenor Consulting Limited
and
Blaine S. Rooney Consulting Limited

Town of Lunenburg Water Utility
Water Rate Study

Prepared By

G. A. Isenor Consulting Limited

in Association with

Blaine S. Rooney Consulting Limited

01-Apr-22

INDEX

NOTES TO WORKSHEETS

WORKSHEETS B-1 TO D-2

SCHEDULES A, B, AND C – RATES AND CHARGES

SCHEDULE D – RULES AND REGULATIONS

LUNENBURG WATER UTILITY
SUPPLEMENTAL NOTES TO WORKSHEETS

Worksheet C-1

The fire protection rate for the first test year, 2022/23, has been held the same as the projected fire protection rate in the final test year (\$325,156) for rate design purposes. The rate for the first test year would be \$305,257 and the rate in the second test year would be \$310,195 without this requested adjustments.

Worksheet C-4

The Schedule includes an item for unmetered First Dwelling Units and Additional Units that are supplied by a common service. This practice is consistent with the previous rate hearing. The rate study includes projected growth of 4 new residential unmetered first Dwelling Units per year and 2 new unmetered Additional Units per year.

Worksheet C-6

The application includes changes in the size of the second block size for each of the test years. The current structure is based on 27,000,000 imp. gallons at the Block 1 rate. The Utility is requesting that the Block 1 size be changed to 41,200,000 imp. gallons in the first test year, 43,200,000 imp. gallons in the second test year, and that the second Block rate be eliminated in the final test year. The Highliner Foods fish processing facility is the only customer receiving water at the second block rate.

LUNENBURG WATER UTILITY
GENERAL NOTES ON WORKSHEETS

Worksheet B-1

This worksheet includes a summary of the operating revenues, operating expenditures, non-operating revenues and non-operating expenditures for the years 20/21 (actual) and 21/22 (estimated) as provided by the Utility.

Operating Revenues - The operating revenue for 22/23, 23/24, and 24/25 is based on the Utility's budget. The revenue includes the projected growth of new customers. The fire protection rate is based on rate approved in the last rate hearing.

Operating Expenditures - The projection of expenses for the test years is as derived from Worksheet B-2a/2b/2c/2d/2e. The Depreciation has been calculated based on the addition of the planned infrastructure.

Non-operating Revenues – There is non-operating revenue projected during the test years based on the Utility's budget.

Non-operating Expenditures – The non-operating expenditures include interest and principal on the existing and new debt, reserve for membrane replacement and a reserve for land purchase in all three test years and a dividend to the owner in the final two test years.

Accumulated Surplus (Deficit) The Utility has a projected deficit in all three test years.

Worksheet B-2

This worksheet takes the information from Worksheet B-1 to develop revenue requirements for the years for 22/23, 23/24, and 24/25.

Worksheet B-2a/2b/2c/2d/2e

This worksheet provides the breakdown of the estimated operating expenditures as provided by the Utility for the year 21/22. The projected expenditures for the years for 22/23, 23/24, and 24/25 are based on an average increase of 3% per year for all items.

Worksheet B-3

This worksheet calculates the depreciation per year and the depreciation fund balance based on the proposed capital works for the years 21/22, 22/23, 23/24, and 24/25. The depreciation fund balance for the year 20/21 is taken from the Financials Statements of the Utility.

Worksheet B-4

Funding from outside sources is included as noted in Worksheet B-3.

Worksheet B-5

This worksheet allocates the assets of the Utility between general service and fire protection. Each year includes the addition of the proposed capital works identified in Worksheet B-3. Production assets are allocated 90% general service and 10% fire protection. Demand assets are allocated 40% general service and 60% fire protection.

Worksheet C-1

This worksheet uses the percentage of total assets allocated to fire protection from worksheet B-5 to determine the allocation of transmission and distribution; depreciation, taxes and return on rate base to the fire protection charge. The remaining expenses are allocated at 10% to fire protection.

Worksheet C-2

This worksheet calculates the return on rate base

Worksheet C-3

This worksheet allocates expenses among customer charge, base charge, delivery and production.

Worksheet C-4

This worksheet sets out the number and size of meters in the Utility and by use of the capacity ratio establishes the system equivalents.

Worksheet C-5

This worksheet uses the information from Worksheet's C-3 and C-4 to calculate quarterly base charge for each size of meter. There is no base charge calculated for the Additional Units as they are served by the same service as the First Dwelling Unit.

Worksheet C-6

This worksheet sets out the water consumption by meter size. The data for current year is based on information provided by the Utility. The allowance for the First Dwelling Unit has been set at 50,000 imperial gallons per year. The allowance for each Additional Unit is set at 37,500 imperial gallons per year. These rates are consistent with the previous rate study.

Worksheet C-7

This worksheet uses information from Worksheet's C-3 and C-6 to calculate the consumption charge for years 21/22, 22/23, 23/24 based on continuation of the existing two block consumption rate for the first two test years and elimination of the second block rate in the final test year.

Worksheet C-8

This worksheet is used as a check to determine that the potential revenues will be the same as the requirements on Worksheet C-3.

Worksheet C-8

This worksheet is used as a check to determine that the potential revenues will be the same as the requirements on Worksheet C-3.

Worksheet C-9

This worksheet is used to calculate the bulk water charge for the years 21/22, 22/23, 23/24.

Worksheet D-1

This worksheet is a comparison of existing and proposed rates.

Worksheet D-2

This worksheet provides a comparative statement of Operations for the current year as well as the test years.

Updated Worksheet B-1

01-Apr-22

Town of Lunenburg Water Utility
Comparative Statement of Operations
 Fiscal Years ending March 31st

	2020/21 (Actual)	2021/22 (Estimated)	Projection Using Current Rates		
			2022/23 Budget	2023/24 Budget	2024/25 Budget
OPERATING REVENUES					
Metered Sales	517,644	535,000	535,000	535,000	535,000
Flat Rate Sales	665,206	665,100	667,987	670,873	673,760
Public Fire Protection	340,843	331,000	331,000	331,000	331,000
Private Fire Protection	0	1,000	1,000	1,000	1,000
Sprinkler Service	6,800	6,800	6,900	7,000	7,000
Other Operating Revenue	12,122	10,200	10,400	10,600	10,600
Total	1,542,615	1,549,100	1,552,287	1,555,473	1,558,360
OPERATING EXPENDITURES					
Source of Supply	29,398	38,700	41,700	42,921	44,179
Pumping	46,029	59,800	63,000	64,890	66,837
Water Treatment	309,447	337,000	341,100	351,333	361,873
Transmission and Distribution	155,477	240,600	226,700	233,501	240,506
Administration and General	393,891	450,700	486,000	485,130	499,684
Depreciation	296,099	307,790	333,830	343,296	355,894
Taxes	42,968	43,500	43,500	43,500	43,500
Other	0	0	0	0	0
Total	1,273,309	1,478,090	1,535,830	1,564,571	1,612,472
OPERATING PROFIT (LOSS)	269,306	71,010	16,457	-9,098	-54,112
NON-OPERATING REVENUES					
Jobbing and Contracts	0	500	500	500	500
Interest	2,693	2,500	2,600	2,700	2,700
HST Offset	8,912	9,000	9,000	9,000	9,000
Other	0	0	0	0	0
Total	11,605	12,000	12,100	12,200	12,200
NON-OPERATING EXPENDITURES					
Debt Charges - Principal	40,750	40,750	40,750	40,750	40,750
Debt Charges - Interest	18,494	17,650	16,150	14,650	13,056
New Debt - Principal	0	0	0	0	0
New Debt - Interest	0	0	0	0	0
Interest on Short Term borrowings	22	0	0	0	0
Transfer to Capital Fund	20,000	0	0	0	0
Reserve for Land Purchase	110,200	5,000	5,000	5,000	5,000
Reserve for Membrane Replacement	26,000		26,000	26,000	26,000
Earnings		25,000	50,000	50,000	50,000
Capital out of Revenue	0				
Other	0	0			
Total	215,466	88,400	137,900	136,400	134,806
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	65,445	-5,390	-109,343	-133,298	-176,718
SURPLUS AT BEGINNING OF YEAR	252,737	253,182	247,792	138,449	5,151
TRANSFER TO TOWN CAPITAL RESERVE	-65,000		0		
ACCUMULATED SURPLUS (DEFICIT)	253,182	247,792	138,449	5,151	-171,567

Worksheet B-2

01-Apr-22

Town of Lunenburg Water Utility				
Statement of Operating Expenditures and Revenue Requirements				
	2021/22	2022/23	2023/24	2024/25
	(Estimated)	(Budget)	(Budget)	(Budget)
OPERATING EXPENDITURES				
Source of Supply	38,700	41,700	42,921	44,179
Pumping	59,800	63,000	64,890	66,837
Water Treatment	337,000	341,100	351,333	361,873
Transmission and Distribution	240,600	226,700	233,501	240,506
Administration and General	450,700	486,000	485,130	499,684
Depreciation	307,790	333,830	343,296	355,894
Taxes	43,500	43,500	43,500	43,500
Other	0	0	0	0
Total	1,478,090	1,535,830	1,564,571	1,612,472
NON OPERATING EXPENSES				
Debt Charges - Principal	40,750	40,750	40,750	40,750
Debt Charges - Interest	17,650	16,150	14,650	13,056
New Debt - Principal	0	0	0	0
New Debt - Interest	0	0	0	0
Interest on Short Term borrowings	0	0	0	0
Transfer to Capital Fund	0	0	0	0
Reserve for Land Purchase	5,000	5,000	5,000	5,000
Reserve for Membrane Replacement	0	26,000	26,000	26,000
Dividend to Owner	25,000	50,000	50,000	50,000
Capital out of Revenue	0	0	0	0
Other Transfer from Reserves	0	0	0	0
Total	88,400	137,900	136,400	134,806
LESS NON-OPERATING REVENUES				
Jobbing and Contracts	500	500	500	500
Interest	2,500	2,600	2,700	2,700
Grants from Province of Nova Scotia	9,000	9,000	9,000	9,000
Other Transfer from Reserves	0	0	0	0
Total	12,000	12,100	12,200	12,200
LESS OTHER OPERATING REVENUE				
Private Fire Protection	1,000	1,000	1,000	1,000
Sprinkler Service	6,800	6,900	7,000	7,000
Other Revenue	10,200	10,400	10,600	10,600
Total	18,000	18,300	18,600	18,600
REVENUE REQUIRED FROM FIRE PROTECTION AND WATER CUSTOMERS	1,536,490	1,643,330	1,670,171	1,716,478

01-Apr-22

Town of Lunenburg Water Utility Statement of Operating Expenditures					
	2020/21 (Actual)	2021/22 (Estimated)	2022/23 (Budget)	2023/24 (Budget)	2024/25 (Budget)
SOURCE OF SUPPLY					
Supervision and Engineering	16,390	16,600	16,900	17,407	17,929
Public Works Dept Labour	2,133	500	600	618	637
WRO Labour	2,603	13,600	15,700	16,171	16,656
Maintenance of Plant		0	0	0	0
Diver - Intake	3,149	3,000	3,500	3,605	3,713
Repairs to Screens /Buliding	4,177	4,000	4,000	4,120	4,244
Dept of Environment License	946	1,000	1,000	1,000	1,000
Other		0	0	0	0
TOTAL SOURCE OF SUPPLY	29,398	38,700	41,700	42,921	44,179
PUMPING					
Supervision and Engineering	16,289	16,600	16,900	17,407	17,929
Public Works Dept Labour	0	500	600	618	637
WRO Labour	3,073	11,400	13,200	13,596	14,004
Power Purchased	25,551	25,000	25,000	25,750	26,523
Telephone	220	300	300	309	318
Materials and Repairs to Building	895	2,000	3,000	3,090	3,183
Repairs to Pumps	0	4,000	4,000	4,120	4,244
Other		0	0	0	0
TOTAL POWER AND PUMPING	46,028	59,800	63,000	64,890	66,837
WATER TREATMENT					
Supervision and Engineering	16,390	16,600	16,900	17,407	17,929
Training	395	5,500	5,500	5,665	5,835
Clothing	511	1,500	1,500	1,545	1,591
Public Works Dept Labour		500	600	618	637
Water Resources Operators Labour	66,655	70,000	78,100	80,443	82,856
Water Resources Operator Benefits	14,726	22,600	26,000	26,780	27,583
Chemical Additives	61,518	60,000	60,000	61,800	63,654
Materials and Supplies	1,423	12,000	6,000	6,180	6,365
Water Testing	11,787	16,000	16,000	16,480	16,974
Water Testing Labour	24,395	25,000	28,000	28,840	29,705
WTP Spare /Replacement Parts	12,759	5,500	5,500	5,665	5,835
WTP Laboratory Materials	1,758	2,000	2,000	2,060	2,122
WTP Repairs and Maintenance	30,137	24,000	25,000	25,750	26,523
NSPI - Treatment Plant	62,160	65,000	65,000	66,950	68,959
Telephone Line/SCADA System/ Security	4,833	10,800	5,000	5,150	5,305
Small Tools		0	0	0	0
TOTAL WATER TREATMENT	309,447	337,000	341,100	351,333	361,873

Worksheet B-2a/2b/2c/2d/2e

TRANSMISSION AND DISTRIBUTION					
Portion of Engineer and Foreman's Salary	59,770	60,600	62,000	63,860	65,776
Drafting/ Filing Labour	2,292	2,300	2,300	2,369	2,440
Public Works Dept Labour	2,994	12,000	13,200	13,596	14,004
Maintenance of Standpipe (Garden Lots)	3,028	3,000	3,000	3,090	3,183
Electricity/SCADA/Standpipe	1,612	1,800	1,800	1,854	1,910
Maintenance of WTP Standpipe (Northwest)	5,287	19,800	5,000	5,150	5,305
Telephone Line/SCADA System	835	1,500	1,500	1,545	1,591
Materials for Maintenance of Mains	3,459	11,000	9,000	9,270	9,548
Equipment Rental for Mains and Services	10,110	25,000	25,000	25,750	26,523
Water Leak Study		6,000	6,000	6,180	6,365
Fire Flow Testing		5,500	5,500	5,665	5,835
Materials for Maintenance of Hydrants and Services	8,258	15,000	10,000	10,300	10,609
Public Works Dept Labour for Hydrants and Services	16,897	15,500	16,600	17,098	17,611
Advertising / Notices	338	2,000	500	515	530
Fuel Heat for Stores	5,027	8,600	8,500	8,755	9,018
Electricity for Stores	4,552	5,100	5,300	5,459	5,623
Water Charges for Stores	465	600	600	618	637
Sewer Charges for Stores	899	900	900	927	955
Supplies and Repairs for Stores	7,951	10,000	10,000	10,300	10,609
Janitorial for Stores	3,109	3,500	3,500	3,605	3,713
Security for Stores	306	700	700	721	743
In House Labour for Stores	7,153	15,000	15,000	15,450	15,914
Telephone/Cell Phone/Internet for Stores	2,819	3,500	6,000	6,180	6,365
Fuel for Transportation Vehicles	2,500	5,000	5,000	5,150	5,305
Repairs and Maintenance for Transportation Vehicles	4,374	5,500	8,000	8,240	8,487
Car Allowance - WRM/Eng/Superintendent	842	600	1,200	1,236	1,273
Radio License/Repairs	599	600	600	618	637
Other		0	0	0	0
TOTAL TRANSMISSION AND DISTRIBUTION	155,476	240,600	226,700	233,501	240,506
ADMINISTRATION AND GENERAL					
Portion of Finance and Accounting Director	39,015	37,300	38,400	39,552	40,739
Meter Reading Salary/Expense	2,615	2,500	2,500	2,575	2,652
Portion of Bookkeeping Salaries	28,645	27,800	28,900	29,767	30,660
Supplies - Billing and Collections	981	2,700	2,700	2,781	2,864
Computer Maintenance	8,383	15,000	15,000	15,450	15,914
Portion of Cashier Salaries	14,063	13,500	14,000	14,420	14,853
Provision for Uncollectable Accounts	-2,063	5,000	5,000	5,150	5,305
Portion of Staff Meeting Pay	0	0	1,800	1,854	1,910
Portion of Council Honorariums	24,603	27,100	27,700	28,531	29,387
Portion of Executive Staff Salaries	63,537	61,400	65,400	67,362	69,383
Portion of other Staff Salaries	60,938	64,300	69,300	71,379	73,520
Employment Benefits	67,778	77,500	84,500	87,035	89,646
Training and Conferences	3,755	20,000	15,000	15,450	15,914
Council Training and Conferences	6,269	5,700	5,700	5,871	6,047
Bank Charges	1,161	1,800	1,800	1,854	1,910
Misc. Office Supplies	4,017	5,000	5,000	5,150	5,305
Furniture and Equipment	12,412	15,000	15,000	15,450	15,914
Auditors Fees	5,736	6,000	6,000	6,180	6,365
Consultant fees - Water Rate Study/advertising		0	15,000	0	0
Engineering Consulting Fees	1,846	7,500	7,500	7,725	7,957
Legal Fees	12,735	15,000	15,000	15,450	15,914
Communications	5,174	5,400	6,400	6,592	6,790
Payroll Administration	1,300	1,300	1,300	1,339	1,379
NSUARB Fee	1,672	1,600	1,600	1,648	1,697
Fire and Auto Insurance	25,021	28,000	31,200	32,136	33,100
Rent - Town Office Use	2,100	2,100	2,100	2,163	2,228
Rent - Victoria Road Building	2,200	2,200	2,200	2,266	2,334
Other		0	0	0	0
TOTAL ADMINISTRATION AND GENERAL	393,891	450,700	486,000	485,130	499,684

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Town of Lunenburg Water Utility					
Calculation of Depreciation of Tangible Plant at Total Cost					
2021/22					
	Additions to Utility Plant in Service	Capital Cost Contribution from Others	Utility Cost of Plant in Service	Depreciation Rate	Annual Depreciation
				Depreciation rate for previous year	296,099
LAND AND LAND RIGHTS					
Source of Supply Land	0				0
Land - General					0
STRUCTURES AND IMPROVEMENTS					
Source of Supply Structures	53,300		53,300	0.04	2,132
Power and Pumping Structures	5,000		5,000	0.04	200
Purification			0	0.05	0
Distribution Reservoirs and Standpipes	0	0	0	0.04	0
Building Repairs	8,170			0.05	409
Water Treatment Plant	0	0	0	0.04	0
Other - Water Withdrawal Study of Source	40,000	0	40,000	0.1	4,000
Other - Survey/GIS underground Infrastructure	0	0	0	0.05	0
Equipment			0		0
Electrical Pumping	15,772	0	15,772	0.05	789
Purification Equipment	30,452	0	30,452	0.1	3,045
Office Furniture and Equipment	0		0		0
Transportation Equipment	0	0	0	0.1	0
Tools and Work Equipment	0		0	0.2	0
Software / computers	0		0	0.02	0
Control and Monitoring equipment	0		0	0.2	0
Transmission and Distribution Equipment	0	0	0	0	0
Corrosion Control	0			0.1	0
Net Metering Assessment	5,000			0.1	500
Mains			0		0
Transmission	0	0	0	0.0133	0
Distribution	0	0	0	0.0133	0
Meters	5,000	0	5,000	0.05	250
Hydrants	5,000	0	5,000	0.0133	67
Sprinkler Connections	0	0	0		0
Services	15,000	0	15,000	0.02	300
Other	0	0	0	0.333	0
TOTAL	182,694	0	169,524	2	11,691
Source of Funding					
				Depreciation Fund Balance beginning of year	1,695,434
External Funding	0			Interest on Fund balance	21,193
Depreciation fund	102,694			Fund balance before expenditures	1,716,627
Long Term Debt	0			Depreciation in Current Year	307,790
Capital Reserve Fund	0			Less Expenditures in Current Year	-102,694
Withdrawal from Capital Reserve	80,000				
TOTAL	182,694			Balance after expenditures	1,921,723

Town of Lunenburg Water Utility					
Calculation of Depreciation of Tangible Plant at Total Cost					
2022/23					
	Additions to Utility Plant in Service	Capital Cost Contribution from Others	Utility Cost of Plant in Service	Depreciation Rate	Annual Depreciation
				Depreciation rate for previous year	307,790
LAND AND LAND RIGHTS					
Source of Supply Land	0		0		0
Land - General			0		0
STRUCTURES AND IMPROVEMENTS					
Source of Supply Structures - Spillway Repairs	160,000		160,000	0.05	8,000
Power and Pumping Structures	15,000		15,000	0.05	750
Purification	0		0	0.05	0
Distribution Reservoirs and Standpipes	0	0	0	0.05	0
Building Repairs	0	0	0	0.04	0
Water Treatment Plant Membrane Replacement	0	0	0	0.05	0
Other Armouries Roof Replacement & Yard Improve.	30,000	0	30,000	0.05	1,500
Other - Survey/GIS underground Infrastructure	129,500	50,000	79,500	0.05	6,475
Equipment					
Electrical Pumping	0	0	0	0.05	0
Purification Equipment	92,500	0	92,500	0.05	4,625
Office Furniture and Equipment	0		0		0
Transportation Equipment	0	0	0	0.1	0
Tools and Work Equipment	0	0	0	0.1	0
Software / computers	0		0		0
Control and Monitoring equipment	0	0	0	0	0
Corrosion Control	0	0	0	0.1	0
Other - Infrastructure Master Plan	0		0	0.05	0
Mains					
Transmission	0	0	0	0.0133	0
Distribution	290,000	0	290,000	0.0133	3,857
Meters					
Hydrants	10,000	0	10,000	0.05	500
Hydrants					
Sprinkler Connections	0	0	0		0
Services					
Other	10,000	0	10,000	0.02	200
	0	0	0	0.3333	0
TOTAL	747,000	50,000	697,000	1	26,040
Source of Funding					
				Depreciation Fund Balance beginning of year	1,921,723
External Funding	50,000			Interest on Fund balance	24,022
Depreciation fund	697,000			Fund balance before expenditures	1,945,744
Long Term Debt	0			Plus Depreciation in Current Year	333,830
Capital Reserve Fund	0			Less Expenditures in Current Year	-697,000
Withdrawal from Membrane Reserve	0				
TOTAL	747,000			Balance after expenditures	1,582,574

Town of Lunenburg Water Utility					
Calculation of Depreciation of Tangible Plant at Total Cost					
2023/24					
	Additions to Utility Plant in Service	Capital Cost Contribution from Others	Utility Cost of Plant in Service	Depreciation Rate	Annual Depreciation
				Depreciation rate for previous year	333,830
LAND AND LAND RIGHTS					
Source of Supply Land	0	0	0	0	0
Source Water Protection					0
STRUCTURES AND IMPROVEMENTS					0
Source of Supply Structures	30,000	0	30,000	0.05	1,500
Power and Pumping Structures	0	0	0	0.02	0
Purification	0	0	0	0	0
Distribution Reservoirs and Standpipes	0	0	0	0.04	0
Water Treatment Plant - Membrane Replacement	155,000	155,000	0	0.04	6,200
Other structures and Improvements	0	0	0	0.04	0
Other sludge lagoon improvements	0	0	0	0.125	0
Equipment	0	0	0		0
Electrical Pumping	0	0	0	0.05	0
Purification Equipment	0	0	0	0.1	0
Office Furniture and Equipment	0	0	0	0.05	0
Transportation Equipment	0	0	0	0.1	0
Tools and Work Equipment	0	0	0	0.1	0
Software / computers	0	0	0	0.1	0
Control and Monitoring equipment	0	0	0	0.1	0
Transmission and Distribution Equipment	0	0	0	0	0
Other Fire Flow Study	0	0	0	0.1	0
Mains	0	0	0		0
Transmission	0		0	0.01333	0
Distribution	70,000	0	70,000	0.01333	933
Meters	10,000	0	10,000	0.05	500
Hydrants	10,000	0	10,000	0.01333	133
Sprinkler Connections	0		0		0
Services	10,000	0	10,000	0.02	200
Other	0		0	0.02	0
TOTAL	285,000	155,000	130,000		9,466
Source of Funding					
				Depreciation Fund Balance beginning of year	1,582,574
				Interest on Fund balance	19,782
				Fund balance before expenditures	1,602,356
				Plus Depreciation in Current Year	343,296
				Less Expenditures in Current Year	-130,000
TOTAL	285,000			Balance after expenditures	1,815,652

Town of Lunenburg Water Utility					
Calculation of Depreciation of Tangible Plant at Total Cost					
2024/25					
	Additions to Utility Plant in Service	Capital Cost Contribution from Others	Utility Cost of Plant in Service	Depreciation Rate	Annual Depreciation
				Depreciation rate for previous year	343,296
LAND AND LAND RIGHTS					
Source of Supply Land	0		0		0
Land - General			0		0
STRUCTURES AND IMPROVEMENTS			0		0
Source of Supply Structures	0		0	0.01333	0
Power and Pumping Structures			0		0
Purification			0	0.05	0
Distribution Reservoirs and Standpipes		0	0	0.1	0
Water Treatment Plant- Membrane Replacement	155,000	155,000	0	0.02	3,100
Other structures and Improvements	0	0	0	0.04	0
Other Diesel Fuel tank	0	0	0	0.1	0
Equipment	0		0		0
Electrical Pumping	0	0	0	0.05	0
Purification Equipment	0	0	0	0.05	0
Office Furniture and Equipment	0		0		0
Transportation Equipment	0	0	0	0.1	0
Tools and Work Equipment	0		0	0.1	0
Software / computers	0		0	0.2	0
Control and Monitoring equipment	0		0		0
Transmission and Distribution Equipment	0	0	0	0.05	0
Generator	0		0		0
Mains	0		0		0
Transmission	0		0	0.0133	0
Distribution	650,000		650,000	0.01333	8,665
Meters	10,000		10,000	0.05	500
Hydrants	10,000		10,000	0.01333	133
Sprinkler Connections	0		0		0
Services	10,000	0	10,000	0.02	200
Other	0				0
TOTAL	835,000	155,000	680,000	1	12,598
Source of Funding					
			Depreciation Fund Balance beginning of year		1,815,652
External Grant	0		Interest on Fund balance		22,696
Depreciation fund	680,000		Fund balance before expenditures		1,838,348
Long Term Debt	0		Plus Depreciation in Current Year		355,894
Capital Reserve Fund	0		Less Expenditures in Current Year		-680,000
Withdrawal from Membrane Reserve	155,000		Balance after expenditures		1,514,242
TOTAL	835,000				

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Town of Lunenburg Water Utility Calculation of Amortization on Capital Contributions (to Plant) 2021/22			
	Capital Contributions to Utility Plant in Service	Amortization Rate	Annual Amortization
LAND AND LAND RIGHTS			
Source of Supply Land	0	0.00	0
Land - General	0	0.00	0
STRUCTURES AND IMPROVEMENTS	0	0.00	0
Source of Supply Structures Flood Study	0	0.04	0
Power and Pumping Structures	0	0.04	0
Purification	0	0.05	0
Distribution Reservoirs and Standpipes	0	0.04	0
Water Treatment Plant	0	0.04	0
Test Well	0	0.10	0
Other	0	0.05	0
Equipment	0	0.00	0
Electrical Pumping	0	0.05	0
Purification Equipment	0	0.10	0
Office Furniture and Equipment	0	0.00	0
Transportation Equipment	0	0.10	0
Tools and Work Equipment	0	0.20	0
Software / computers	0	0.02	0
Control and Monitoring equipment	0	0.20	0
Transmission and Distribution Equipment	0	0.00	0
Corrosion Control	0	0.10	0
Net Metering Assessment	0	0.10	0
Mains	0	0.00	0
Transmission	0	0.0133	0
Distribution	0	0.0133	0
Meters	0	0.05	0
Hydrants	0	0.0133	0
Sprinkler Connections	0	0.00	0
Services	0	0.02	0
Other	0	0.33	0
TOTAL	0		0

Town of Lunenburg Water Utility Calculation of Amoritization on Capital Contributions (to Plant) 2022/23			
	Capital Contributions to Utility Plant in Service	Amortization Rate	Annual Amortization
LAND AND LAND RIGHTS			
Source of Supply Land	0	0.00	0
Land - General	0	0.00	0
STRUCTURES AND IMPROVEMENTS	0	0.00	0
Source of Supply Structures Flood Study	0	0.05	0
Power and Pumping Structures	0	0.05	0
Purification	0	0.05	0
Distribution Reservoirs and Standpipes	0	0.05	0
Water Treatment Plant	0	0.05	0
Test Well	0	0.05	0
Other	50,000	0.05	2,500
Equipment	0	0.00	0
Electrical Pumping	0	0.05	0
Purification Equipment	0	0.05	0
Office Furniture and Equipment	0	0.00	0
Transportation Equipment	0	0.1000	0
Tools and Work Equipment	0	0.10	0
Software / computers	0	0.00	0
Control and Monitoring equipment	0	0.00	0
Digital Mapping	0	0.00	0
Generator	0	0.10	0
Mains	0	0.05	0
Transmission	0	0.0133	0
Distribution	0	0.0133	0
Meters	0	0.050	0
Hydrants	0	0.0133	0
Sprinkler Connections	0	0.00	0
Services	0	0.02	0
Other	0	0.00	0
TOTAL	50,000		2,500

Town of Lunenburg Water Utility			
Calculation of Amoritzation on Capital Contributions (to Plant)			
2023/24			
	Capital Contributions to Utility Plant in Service	Amortization Rate	Annual Amortization
LAND AND LAND RIGHTS			
Source of Supply Land	0	0.00	0
Land - General	0	0.00	0
STRUCTURES AND IMPROVEMENTS	0	0.00	0
Source of Supply Structures Flood Study	0	0.05	0
Power and Pumping Structures	0	0.02	0
Purification	0	0.00	0
Distribution Reservoirs and Standpipes	0	0.0400	0
Water Treatment Plant	155,000	0.04	6,200
Test Well	0	0.04	0
Other	0	0.13	0
Equipment	0	0.00	0
Electrical Pumping	0	0.05	0
Purification Equipment	0	0.10	0
Office Furniture and Equipment	0	0.05	0
Transportation Equipment	0	0.10	0
Tools and Work Equipment	0	0.10	0
Software / computers	0	0.10	0
Control and Monitoring equipment	0	0.10	0
Digital Mapping	0	0.00	0
Generator	0	0.10	0
Mains	0	0.00	0
Transmission	0	0.0133	0
Distribution	0	0.0133	0
Meters	0	0.05	0
Hydrants	0	0.0133	0
Sprinkler Connections	0	0.00	0
Services	0	0.02	0
Other	0	0.02	0
TOTAL	155,000		6,200

Town of Lunenburg Water Utility			
Calculation of Amoritzation on Capital Contributions (to Plant)			
2024/25			
	Capital Contributions to Utility Plant in Service	Amortization Rate	Annual Amortization
LAND AND LAND RIGHTS			
Source of Supply Land	0	0.00	0
Land - General	0	0.00	0
STRUCTURES AND IMPROVEMENTS	0	0.00	0
Source of Supply Structures Flood Study	0	0.01	0
Power and Pumping Structures	0	0.00	0
Purification	0	0.05	0
Distribution Reservoirs and Standpipes	0	0.10	0
Water Treatment Plant	155,000	0.02	3,100
Test Well	0	0.04	0
Other	0	0.10	0
Equipment	0	0.00	0
Electrical Pumping	0	0.05	0
Purification Equipment	0	0.05	0
Office Furniture and Equipment	0	0.00	0
Transportation Equipment	0	0.10	0
Tools and Work Equipment	0	0.10	0
Software / computers	0	0.20	0
Control and Monitoring equipment	0	0.00	0
Digital Mapping	0	0.05	0
Generator	0	0.00	0
Mains	0	0.00	0
Transmission	0	0.0133	0
Distribution	0	0.0133	0
Meters	0	0.05	0
Hydrants	0	0.0133	0
Sprinkler Connections	0	0.00	0
Services	0	0.02	0
Other	0	0.00	0
TOTAL	155,000		3,100

Worksheet B-5

01-Apr-22

Town of Lunenburg Water Utility
Allocation of the Total Cost of Utility Plant in Service
Between General Service and Fire Protection
2021/22

	Utility Plant in Service Previous Year	Additions	Utility Plant in Service	Percent	General Service	Percent	Fire Protection
Intangible Plant							
Organization and Working Capital	-		-	100.0%	0	0.0%	0
Tangible Plant							
LAND AND LAND RIGHTS							
Source of Supply Land	376,554	-	376,554	90.0%	338,899	10.0%	37,655
Transmission Land	-	-	-	0.0%	0	0.0%	0
STRUCTURES AND IMPROVEMENTS							
Source of Supply Structures	397,319	53,300	450,619	90.0%	405,557	10.0%	45,062
Power and Pumping Structures	228,183	5,000	233,183	90.0%	209,864	10.0%	23,318
Purification	-	-	-	90.0%	0	10.0%	0
Distribution Reservoirs and Standpipes	961,643	-	961,643	40.0%	384,657	60.0%	576,986
Water Treatment Plant	4,513,414	-	4,513,414	90.0%	4,062,073	10.0%	451,341
Other structures and Improvements	101,699	48,170	149,869	90.0%	134,882	10.0%	14,987
Other	160,314	-	160,314	90.0%	144,283	10.0%	16,031
Equipment							
Electrical Pumping	583,164	15,772	598,936	90.0%	539,042	10.0%	59,894
Purification Equipment	1,651,143	30,452	1,681,595	90.0%	1,513,436	10.0%	168,160
Office Furniture and Equipment	13,728	-	13,728	90.0%	12,355	10.0%	1,373
Transportation Equipment	94,031	-	94,031	90.0%	84,628	10.0%	9,403
Tools and Work Equipment	23,680	-	23,680	90.0%	21,312	10.0%	2,368
Software / computers	11,842	-	11,842	90.0%	10,658	10.0%	1,184
Control and Monitoring equipment	65,162	-	65,162	90.0%	58,646	10.0%	6,516
Transmission and Distribution Equipment	-	-	-	90.0%	0	10.0%	0
Corrosion Control	-	-	-	90.0%	0	10.0%	0
Net Metering Assessment	-	5,000	5,000	100.0%	5,000	0.0%	0
Mains							
Transmission	190,144	-	190,144	40.0%	76,058	60.0%	114,086
Distribution	4,972,768	-	4,972,768	40.0%	1,989,107	60.0%	2,983,661
Meters							
	61,144	5,000	66,144	100.0%	66,144	0.0%	0
Hydrants							
	120,028	5,000	125,028	0.0%	0	100.0%	125,028
	-	-	-	0.0%	0	100.0%	0
Services							
	187,327	15,000	202,327	100.0%	202,327	0.0%	0
Other							
	-	-	-	90.0%	0	10.0%	0
TOTAL	14,713,287	182,694	14,895,981	68.9%	10,258,927	31.1%	4,637,054

Town of Lunenburg Water Utility Allocation of the Total Cost of Utility Plant in Service Between General Service and Fire Protection 2022/23							
	Utility Plant in Service Previous Year	Additions	Utility Plant in Service	Percent	General Service	Percent	Fire Protection
Intangible Plant							
Organization and Working Capital	-	-	-	100.0%	0	0.0%	0
Tangible Plant							
LAND AND LAND RIGHTS							
Source of Supply Land	376,554	-	376,554	90.0%	338,899	10.0%	37,655
Land - General	-	-	-	40.0%	0	60.0%	0
STRUCTURES AND IMPROVEMENTS							
Source of Supply Structures	450,619	160,000	610,619	90.0%	549,557	10.0%	61,062
Power and Pumping Structures	233,183	15,000	248,183	90.0%	223,364	10.0%	24,818
Purification	-	-	-	90.0%	0	10.0%	0
Distribution Reservoirs and Standpipes	961,643	-	961,643	40.0%	384,657	60.0%	576,986
Water Treatment Plant	4,513,414	-	4,513,414	90.0%	4,062,073	10.0%	451,341
Other structures and Improvements	149,869	30,000	179,869	90.0%	161,882	10.0%	17,987
Other - Lagoons	160,314	129,500	289,814	90.0%	260,833	10.0%	28,981
Equipment							
Electrical Pumping	598,936	-	598,936	90.0%	539,042	10.0%	59,894
Purification Equipment	1,681,595	92,500	1,774,095	90.0%	1,596,686	10.0%	177,410
Office Furniture and Equipment	13,728	-	13,728	90.0%	12,355	10.0%	1,373
Transportation Equipment	94,031	-	94,031	90.0%	84,628	10.0%	9,403
Shop Equipment	23,680	-	23,680	90.0%	21,312	10.0%	2,368
Tools and Work Equipment	11,842	-	11,842	90.0%	10,658	10.0%	1,184
Other Equipment	65,162	-	65,162	90.0%	58,646	10.0%	6,516
Transmission and Distribution Equipment	-	-	-	90.0%	0	10.0%	0
Generator	5,000	-	5,000	90.0%	4,500	10.0%	500
Mains							
Transmission	190,144	-	190,144	40.0%	76,058	60.0%	114,086
Distribution	4,972,768	290,000	5,262,768	40.0%	2,105,107	60.0%	3,157,661
Meters							
	66,144	10,000	76,144	100.0%	76,144	0.0%	0
Hydrants							
	125,028	10,000	135,028	0.0%	0	100.0%	135,028
Sprinkler Connections	-	-	-	0.0%	0	100.0%	0
Services							
	202,327	10,000	212,327	100.0%	212,327	0.0%	0
Other							
	-	-	-	90.0%	0	10.0%	0
TOTAL	14,895,981	747,000	15,642,981	68.9%	10,778,727	31.1%	4,864,254

Town of Lunenburg Water Utility Allocation of the Total Cost of Utility Plant in Service Between General Service and Fire Protection 2023/24							
	Utility Plant in Service Previous Year	Additions	Utility Plant in Service	Percent	General Service	Percent	Fire Protection
Intangible Plant							
Organization and Working Capital	-		-	100.0%	0	0.0%	0
Tangible Plant	-		-				
LAND AND LAND RIGHTS	-		-				
Source of Supply Land	376,554	0	376,554	90.0%	338,899	10.0%	37,655
Land - General	-	0	-	40.0%	0	60.0%	0
STRUCTURES AND IMPROVEMENTS	-	0	-		0		0
Source of Supply Structures	610,619	30,000	640,619	90.0%	576,557	10.0%	64,062
Power and Pumping Structures	248,183	0	248,183	90.0%	223,364	10.0%	24,818
Purification	-	0	-	90.0%	0	10.0%	0
Distribution Reservoirs and Standpipes	961,643	0	961,643	40.0%	384,657	60.0%	576,986
Water Treatment Plant	4,513,414	155,000	4,668,414	90.0%	4,201,573	10.0%	466,841
Other structures and Improvements	179,869	0	179,869	90.0%	161,882	10.0%	17,987
Other - Lagoons	289,814	0	289,814	90.0%	260,833	10.0%	28,981
Equipment	-	0	-		0		0
Electrical Pumping	598,936	0	598,936	90.0%	539,042	10.0%	59,894
Purification Equipment	1,774,095	0	1,774,095	90.0%	1,596,686	10.0%	177,410
Office Furniture and Equipment	13,728	0	13,728	90.0%	12,355	10.0%	1,373
Transportation Equipment	94,031	0	94,031	90.0%	84,628	10.0%	9,403
Shop Equipment	23,680	0	23,680	90.0%	21,312	10.0%	2,368
Tools and Work Equipment	11,842	0	11,842	90.0%	10,658	10.0%	1,184
Other Equipment	65,162	0	65,162	90.0%	58,646	10.0%	6,516
Transmission and Distribution Equipment	-	0	-	90.0%	0	10.0%	0
Generator	5,000	0	5,000	90.0%	4,500	10.0%	500
Mains	-	0	-		0		0
Transmission	190,144	0	190,144	40.0%	76,058	60.0%	114,086
Distribution	5,262,768	70,000	5,332,768	40.0%	2,133,107	60.0%	3,199,661
Meters	76,144	10,000	86,144	100.0%	86,144	0.0%	0
Hydrants	135,028	10,000	145,028	0.0%	0	100.0%	145,028
Sprinkler Connections	-	0	-	0.0%	0	100.0%	0
Services	212,327	10,000	222,327	100.0%	222,327	0.0%	0
Other	-	0	-	90.0%	0	10.0%	0
TOTAL	15,642,981	285,000	15,927,981	69.0%	10,993,227	31.0%	4,934,754

Town of Lunenburg Water Utility Allocation of the Total Cost of Utility Plant in Service Between General Service and Fire Protection 2024/25							
	Utility Plant in Service Previous Year	Additions	Utility Plant in Service	Percent	General Service	Percent	Fire Protection
Intangible Plant							
Organization and Working Capital	-		-	100.0%	0	0.0%	0
Tangible Plant	-						
LAND AND LAND RIGHTS	-		-				
Source of Supply Land	376,554	0	376,554	90.0%	338,899	10.0%	37,655
Land - General	-	0	-	40.0%	0	60.0%	0
STRUCTURES AND IMPROVEMENTS	-	0	-		0		0
Source of Supply Structures	640,619	0	640,619	90.0%	576,557	10.0%	64,062
Power and Pumping Structures	248,183	0	248,183	90.0%	223,364	10.0%	24,818
Purification	-	0	-	90.0%	0	10.0%	0
Distribution Reservoirs and Standpipes	961,643	0	961,643	40.0%	384,657	60.0%	576,986
Water Treatment Plant	4,668,414	155,000	4,823,414	90.0%	4,341,073	10.0%	482,341
Other structures and Improvements	179,869	0	179,869	90.0%	161,882	10.0%	17,987
Other - Lagoons	289,814	0	289,814	90.0%	260,833	10.0%	28,981
Equipment	-	0	-				
Electrical Pumping	598,936	0	598,936	90.0%	539,042	10.0%	59,894
Purification Equipment	1,774,095	0	1,774,095	90.0%	1,596,686	10.0%	177,410
Office Furniture and Equipment	13,728	0	13,728	90.0%	12,355	10.0%	1,373
Transportation Equipment	94,031	0	94,031	90.0%	84,628	10.0%	9,403
Shop Equipment	23,680	0	23,680	90.0%	21,312	10.0%	2,368
Tools and Work Equipment	11,842	0	11,842	90.0%	10,658	10.0%	1,184
Other Equipment	65,162	0	65,162	90.0%	58,646	10.0%	6,516
Transmission and Distribution Equipment	-	0	-	90.0%	0	10.0%	0
Generator	5,000	0	5,000	90.0%	4,500	10.0%	500
Mains	-	0	-		0		0
Transmission	190,144	0	190,144	40.0%	76,058	60.0%	114,086
Distribution	5,332,768	650,000	5,982,768	40.0%	2,393,107	60.0%	3,589,661
Meters	86,144	10,000	96,144	100.0%	96,144	0.0%	0
Hydrants	145,028	10,000	155,028	0.0%	0	100.0%	155,028
Sprinkler Connections	-	0	-	0.0%	0	100.0%	0
Services	222,327	10,000	232,327	100.0%	232,327	0.0%	0
Other	-	0	-	90.0%	0	10.0%	0
TOTAL	15,927,981	835,000	16,762,981	68.1%	11,412,727	31.9%	5,350,254

Worksheet C-1

01-Apr-22

Town of Lunenburg Water Utility			
Allocation of Fire Protection Charges			
Projected Expenses for 2022/23			
	Estimated Expenses	PerCent Allocation to fire Protection	Fire Protection Charge
Source of Supply	41,700	10.0%	4,170
Pumping	63,000	10.0%	6,300
Water Treatment	341,100	10.0%	34,110
Transmission and Distribution	226,700	34.1%	77,246
Administration and General	486,000	10.0%	48,600
Depreciation	333,830	34.1%	113,750
Taxes	43,500	10.0%	4,350
Other	0	34.1%	0
Return on Rate Base	107,500	34.1%	36,630
Total	1,643,330	19.8%	325,156

Town of Lunenburg Water Utility			
Allocation of Fire Protection Charges			
Projected Expenses for Year 2023/24			
	Estimated Expenses	PerCent Allocation to fire Protection	Fire Protection Charge
Source of Supply	42,921	10.0%	4,292
Pumping	64,890	10.0%	6,489
Water Treatment	351,333	10.0%	35,133
Transmission and Distribution	233,501	33.2%	77,462
Administration and General	485,130	10.0%	48,513
Depreciation	343,296	33.2%	113,885
Taxes	43,500	10.0%	4,350
Other	0	33.2%	0
Return on Rate Base	105,600	33.2%	35,032
Total	1,670,171	19.5%	325,156

Town of Lunenburg Water Utility			
Allocation of Fire Protection Charges			
Projected Expenses for Year 2024/25			
	Estimated Expenses	PerCent Allocation to fire Protection	Fire Protection Charge
Source of Supply	44,179	10.0%	4,418
Pumping	66,837	10.0%	6,684
Water Treatment	361,873	10.0%	36,187
Transmission and Distribution	240,506	31.9%	76,762
Administration and General	499,684	10.0%	49,968
Depreciation	355,894	31.9%	113,591
Taxes	43,500	10.0%	4,350
Other	0	31.9%	0
Return on Rate Base	104,006	31.9%	33,196
Total	1,716,478	18.9%	325,156

Revised Worksheet C-2

01-Apr-22

Town of Lunenburg Water Utility				
Calculation of rate Base and required Return on rate Base				
Years Ending March 31st				
	2021/22	2022/23	2023/24	2024/25
	(Actual)	(Estimate)	(Budget)	(Budget)
RATE BASE				
Utility plant in Service March 31st	14,895,981	15,642,981	15,927,981	16,762,981
Less Accumulated Depreciaton on actual cost of plant in service	(4,026,084)	(4,359,914)	(4,703,210)	(5,059,104)
Less Unamortized amount of Capital Contribution for plant in service	(130,000)	(130,000)	(130,000)	(130,000)
Estimated Rate Base at Year End	10,739,897	11,153,067	11,094,771	11,573,877
REQUIRED RETURN				
Non-operating Expenditures (B-2)	88,400	137,900	136,400	134,806
Less Non-operating Revenue	(12,000)	(12,100)	(12,200)	(12,200)
Less Other Non-operating Revenue (B-2)	(18,000)	(18,300)	(18,600)	(18,600)
Return on Rate Base	58,400	107,500	105,600	104,006
Required Rate of Return (Req'd Return/Est Rate Base)	0.54%	0.96%	0.95%	0.90%

Town of Lunenburg Water Utility										
Calculation of Revenue Required for Each Billing/Cost Category										
2022/23										
	Total Revenue Required	Fire Protection Revenue	Revenue Required from Metered Rates	Charge				Commodity Charge		
				Customer	Base	Delivery	Production			
Source of Supply	41,700	4,170	37,530						100%	37,530
Pumping	63,000	6,300	56,700						100%	56,700
Water Treatment	341,100	34,110	306,990						100%	306,990
Transmission and Distribution	226,700	77,246	149,454		0%	0	100%	149,454		
Administration and General	486,000	48,600	437,400	10%	43,740	90%	393,660	0%	0	
Depreciation	333,830	113,750	220,080		40%	88,032	30%	66,024	30%	66,024
Taxes	43,500	4,350	39,150		100%	39,150				
Other	0	0	0		0%	0				
Return on Rate Base	107,500	36,630	70,870		40%	28,348	30%	21,261	30%	21,261
SUBTOTAL	1,643,330	325,156	1,318,174		43,740	549,190		236,739		488,505
TOTAL	1,643,330	325,156	1,318,174		43,740	549,190		236,739		488,505

Town of Lunenburg Water Utility										
Calculation of Revenue Required for Each Billing/Cost Category										
2023/24										
	Total Revenue Required	Fire Protection Revenue	Revenue Required from Metered Rates	Charge				Commodity Charge		
				Customer	Base	Delivery	Production			
Source of Supply	42,921	4,292	38,629						100%	38,629
Pumping	64,890	6,489	58,401						100%	58,401
Water Treatment	351,333	35,133	316,200						100%	316,200
Transmission and Distribution	233,501	77,462	156,039		0%	0	100%	156,039		
Administration and General	485,130	48,513	436,617	10%	43,662	90%	392,955	0%	0	
Depreciation	343,296	113,885	229,411		40%	91,764	30%	68,823	30%	68,823
Taxes	43,500	4,350	39,150		100%	39,150				
Other	0	0	0		0%	0				
Return on Rate Base	105,600	35,032	70,568		40%	28,227	30%	21,170	30%	21,170
SUBTOTAL	1,670,171	325,156	1,345,015		43,662	552,097		246,033		503,223
TOTAL	1,670,171	325,156	1,345,015		43,662	552,097		246,033		503,223

Town of Lunenburg Water Utility										
Calculation of Revenue Required for Each Billing/Cost Category										
2024/25										
	Total Revenue Required	Fire Protection Revenue	Revenue Required from Metered Rates	Charge				Commodity Charge		
				Customer	Base	Delivery	Production			
Source of Supply	44,179	4,418	39,761						100%	39,761
Pumping	66,837	6,684	60,153						100%	60,153
Water Treatment	361,873	36,187	325,686						100%	325,686
Transmission and Distribution	240,506	76,762	163,744		0%	0	100%	163,744		
Administration and General	499,684	49,968	449,716	10%	44,972	90%	404,744	0%	0	
Depreciation	355,894	113,591	242,303		40%	96,921	30%	72,691	30%	72,691
Taxes	43,500	4,350	39,150		100%	39,150				
Other	0	0	0		0%	0				
Return on Rate Base	104,006	33,196	70,810		40%	28,324	30%	21,243	30%	21,243
SUBTOTAL	1,716,478	325,156	1,391,322		44,972	569,139		257,677		519,533
TOTAL	1,716,478	325,156	1,391,322		44,972	569,139		257,677		519,533

Worksheet C-4

01-Apr-22

Town of Lunenburg Water Utility Service Connections and Equivalents 2022/23			
Meter Size	Number of Services	Capacity Ratio	System Equivalents
First Dwelling Unit	1059	1	1,059
Each Additional Unit	101	0.0	0
5/8"	108	1.0	108
3/4"	27	1.5	41
1"	35	2.5	88
1.5"	20	5	100
2"	6	8	48
3"	1	16	16
4"	0	25	0
6"	1	50	50
TOTAL	1358		1,509

Town of Lunenburg Water Utility Service Connections and Equivalents 2023/24			
Meter Size	Number of Services	Capacity Ratio	System Equivalents
First Dwelling Unit	1063	1	1,063
Each Additional Unit	103	0.0	0
5/8"	108	1.0	108
3/4"	27	1.5	41
1"	35	2.5	88
1.5"	20	5	100
2"	6	8	48
3"	1	16	16
4"	0	25	0
6"	1	50	50
TOTAL	1364		1,513

**Town of Lunenburg Water Utility
Service Connections and Equivalents
2024/25**

Meter Size	Number of Services	Capacity Ratio	System Equivalents
First Dwelling Unit	1067	1	1,067
Each Additional Unit	105	0.0	0
5/8"	108	1.0	108
3/4"	27	1.5	41
1"	35	2.5	88
1.5"	20	5	100
2"	6	8	48
3"	1	16	16
4"	0	25	0
6"	1	50	50
TOTAL	1370		1,517

Worksheet C-5

01-Apr-22

Town of Lunenburg Water Utility Service Connections and Equivalents 2022/23					
Meter Size	Capacity Ratio	Base Charge	Customer Charge	Total Base Charge	
				Annual	Quarterly
First Dwelling Unit	1.0	363.94	34.80	398.74	99.69
Each Additional Unit	0.0	0.00	0.00	0.00	0.00
5/8"	1.0	363.94	34.80	398.74	99.69
3/4"	1.5	545.91	34.80	580.71	145.18
1"	2.5	909.86	34.80	944.65	236.16
1.5"	5.0	1,819.72	34.80	1,854.51	463.63
2"	8.0	2,911.54	34.80	2,946.34	736.59
3"	16.0	5,823.09	34.80	5,857.89	1,464.47
4"	25.0	9,098.58	34.80	9,133.37	2,283.34
6"	50.0	18,197.15	34.80	18,231.95	4,557.99
TOTAL					

Town of Lunenburg Water Utility Service Connections and Equivalents 2023/24					
Meter Size	Capacity Ratio	Base Charge	Customer Charge	Total Base Charge	
				Annual	Quarterly
First Dwelling Unit	1.0	364.90	34.62	399.53	99.88
Each Additional Unit	0.0	0.00	0.00	0.00	0.00
5/8"	1.0	364.90	34.62	399.53	99.88
3/4"	1.5	547.35	34.62	581.98	145.49
1"	2.5	912.26	34.62	946.88	236.72
1.5"	5.0	1,824.51	34.62	1,859.14	464.78
2"	8.0	2,919.22	34.62	2,953.84	738.46
3"	16.0	5,838.43	34.62	5,873.06	1,468.26
4"	25.0	9,122.55	34.62	9,157.18	2,289.29
6"	50.0	18,245.11	34.62	18,279.73	4,569.93
TOTAL					

Town of Lunenburg Water Utility Service Connections and Equivalents 2024/25					
Meter Size	Capacity Ratio	Base Charge	Customer Charge	Total Base Charge	
				Annual	Quarterly
First Dwelling Unit	1.0	375.17	35.55	410.72	102.68
Each Additional Unit	0.0	0.00	0.00	0.00	0.00
5/8"	1.0	375.17	35.55	410.72	102.68
3/4"	1.5	562.76	35.55	598.31	149.58
1"	2.5	937.94	35.55	973.49	243.37
1.5"	5.0	1,875.87	35.55	1,911.42	477.86
2"	8.0	3,001.39	35.55	3,036.94	759.24
3"	16.0	6,002.79	35.55	6,038.34	1,509.58
4"	25.0	9,379.35	35.55	9,414.90	2,353.73
6"	50.0	18,758.71	35.55	18,794.26	4,698.56
TOTAL					

Worksheet C-6

01-Apr-22

Town of Lunenburg Water Utility Water Consumption by Block				
Meter Size	2021/22		2022/23	
	Current Consumption		Consumption	
	1st Block Imperial Gallons	2nd Block Imperial Gallons	1st Block Imperial Gallons	2nd Block Imperial Gallons
First Dwelling Unit	52,750,000		52,950,000	
Each Additional Unit	3,712,500		3,787,500	
5/8"	4,494,978		4,494,978	
3/4"	3,097,870		3,097,870	
1"	4,734,560		4,734,560	0
1.5"	12,815,120		12,815,120	0
2"	5,980,040		5,980,040	0
3"	4,537,060		4,537,060	0
4"	0		0	0
6"	27,000,000	17,377,960	41,200,000	3,177,960
TOTAL	119,122,128	17,377,960	133,597,128	3,177,960
	TOTAL BOTH BLOCKS	136,500,088	TOTAL BOTH BLOCKS	136,775,088

Town of Lunenburg Water Utility Water Consumption by Block				
Meter Size	2023/24		2024/25	
	Current Consumption		Consumption	
	1st Block Imperial Gallons	2nd Block Imperial Gallons	1st Block Imperial Gallons	2nd Block Imperial Gallons
First Dwelling Unit	53,150,000	0	53,350,000	
Each Additional Unit	3,862,500	0	3,937,500	
5/8"	4,494,978	0	4,494,978	
3/4"	3,097,870	0	3,097,870	
1"	4,734,560	0	4,734,560	
1.5"	12,815,120	0	12,815,120	0
2"	5,980,040	0	5,980,040	0
3"	4,537,060	0	4,537,060	0
4"	0	0	0	0
6"	43,200,000	1,177,960	44,377,960	0
TOTAL	135,872,128	1,177,960	137,325,088	0
	TOTAL BOTH BLOCKS	137,050,088	TOTAL BOTH BLOCKS	137,325,088

Worksheet C-7

01-Apr-22

Town of Lunenburg Water Utility		
Calculation of Consumption Charge		
2022/23		
NET PRODUCTION EXPENSE	BLOCK 1	BLOCK 2
<u>Total Charge Worksheet C-3</u> Quantity Worksheet C-6	3.57	3.57
NET DELIVERY EXPENSES		
<u>Total Charge Worksheet C-3</u> Quantity Worksheet C-6	1.77	
1st BLOCK CONSUMPTION CHARGE PER 1,000 imp. gallons	5.34	
2nd BLOCK CONSUMPTION CHARGE PER 1,000 imp. gallons		3.57

Town of Lunenburg Water Utility		
Calculation of Consumption Charge		
2023/24		
NET PRODUCTION EXPENSE	BLOCK 1	BLOCK 2
<u>Total Charge Worksheet C-3</u> Quantity Worksheet C-6	3.67	3.67
NET DELIVERY EXPENSES		
<u>Total Charge Worksheet C-3</u> Quantity Worksheet C-6	1.81	
1st BLOCK CONSUMPTION CHARGE PER 1,000 imp. gallons	5.48	
2nd BLOCK CONSUMPTION CHARGE PER 1,000 imp. gallons		3.67

Town of Lunenburg Water Utility		
Calculation of Consumption Charge		
2024/25		
NET PRODUCTION EXPENSE	BLOCK 1	BLOCK 2
<u>Total Charge Worksheet C-3</u> Quantity Worksheet C-6	3.78	3.78
NET DELIVERY EXPENSES		
<u>Total Charge Worksheet C-3</u> Quantity Worksheet C-6	1.88	
1st BLOCK CONSUMPTION CHARGE PER 1,000 imp. gallons	5.66	
2nd BLOCK CONSUMPTION CHARGE PER 1,000 imp. gallons		3.78

Worksheet C-8

01-Apr-22

**Town of Lunenburg Water Utility
Water Consumption by Block
2022/23**

BASE CHARGE

<u>Meter Size</u>	<u>Number</u>	<u>Base Rate</u>	<u>Dollar Revenue</u>
First Dwelling Unit	1,059	398.74	422,266
Each Additional Unit	101	0.00	0
5/8"	108	398.74	43,064
3/4"	27	580.71	15,679
1"	35	944.65	33,063
1.5"	20	1,854.51	37,090
2"	6	2,946.34	17,678
3"	1	5,857.89	5,858
4"	0	9,133.37	0
6"	1	18,231.95	18,232
TOTAL BASE REVENUE			592,930

CONSUMPTION CHARGE

	Quantity	\$/ 1,000 imp. gallons	
1st Block	133,597,128	5.34	713,893
2nd Block	3,177,960	3.57	11,350
TOTAL CONSUMPTION REVENUE			725,244

TOTAL OPERATING REVENUES FOR YEAR (BASE + CONSUMPTION) 1,318,174

**Town of Lunenburg Water Utility
Water Consumption by Block
2023/24**

BASE CHARGE

<u>Meter Size</u>	<u>Number</u>	<u>Base Rate</u>	<u>Dollar Revenue</u>
First Dwelling Unit	1,063	399.53	424,697
Each Additional Unit	103	0.00	0
5/8"	108	399.53	43,149
3/4"	27	581.98	15,713
1"	35	946.88	33,141
1.5"	20	1,859.14	37,183
2"	6	2,953.84	17,723
3"	1	5,873.06	5,873
4"	0	9,157.18	0
6"	1	18,279.73	18,280
TOTAL BASE REVENUE			595,759

CONSUMPTION CHARGE

	Quantity	\$/ 1,000 imp. gallons	
1st Block	135,872,128	5.48	744,931
2nd Block	1,177,960	3.67	4,325
TOTAL CONSUMPTION REVENUE			749,256

TOTAL OPERATING REVENUES FOR YEAR (BASE + CONSUMPTION) 1,345,015

Town of Lunenburg Water Utility				
Water Consumption by Block				
2024/25				
BASE CHARGE				
<u>Meter Size</u>	<u>Number</u>		<u>Base Rate</u>	<u>Dollar Revenue</u>
First Dwelling Unit	1,067		410.72	438,243
Each Additional Unit	105		0.00	0
5/8"	108		410.72	44,358
3/4"	27		598.31	16,154
1"	35		973.49	34,072
1.5"	20		1,911.42	38,228
2"	6		3,036.94	18,222
3"	1		6,038.34	6,038
4"	0		9,414.90	0
6"	1		18,794.26	18,794
TOTAL BASE REVENUE				614,111
CONSUMPTION CHARGE				
	<u>Quantity</u>		<u>\$/ 1,000 imp. gallons</u>	
1st Block	137,325,088		5.66	777,211
TOTAL CONSUMPTION REVENUE				777,211
TOTAL OPERATING REVENUES FOR YEAR (BASE + CONSUMPTION)				1,391,322

Worksheet C-9

01-Apr-22

Town of Lunenburg Water Utility Calculation of Bulk Water Rate Years Ending March 31st			
	2016/17	2017/18	2018/19
Cost Base			
Total Operating Expenses (Worksheet B-2)	1,535,830	1,564,571	1,612,472
Total Non Operating Expenses (Worksheet B-2)	137,900	136,400	134,806
Total Expenses	1,673,730	1,700,971	1,747,278
Water Consumption (Worksheet C-6) in imperial gallons	136,775,088	137,050,088	137,325,088
Unit Calculations			
Unit cost per 1,000 imperial gallons	12.24	12.41	12.72
Operating cost and profit mark-up	30%	30%	30%
Bulk rate per 1,000 imperial gallons	15.91	16.13	16.54

Town of Lunenburg Water Utility
Comparison of Current Water Rates with Proposed New Rates
2022/23

Meter Size	Average Quarterly Consumption		Base Charge		Percent Change	Commodity Charge		Percent Change	Quarterly Water Bill		Percent Change
	1st Block	2nd Block	Current	Proposed		Current	Proposed		Current	Proposed	
First Dwelling Unit	12,500								149.15	166.48	11.6%
Each Additional Unit	9,375								62.53	50.10	-19.9%
5/8"	10,405		86.62	99.69	15.1%	52.03	55.60	6.9%	138.65	155.29	12.0%
3/4"	28,684		126.63	145.18	14.6%	143.42	153.28	6.9%	270.05	298.45	10.5%
1"	33,818	-	206.65	236.16	14.3%	169.09	180.71	6.9%	375.74	416.88	10.9%
1.5"	160,189	-	406.70	463.63	14.0%	800.95	855.99	6.9%	1,207.65	1,319.62	9.3%
2"	249,168	-	646.76	736.59	13.9%	1,245.84	1,331.46	6.9%	1,892.60	2,068.05	9.3%
3"	1,134,265	-	1,286.91	1,464.47	13.8%	5,671.33	6,061.09	6.9%	6,958.24	7,525.56	8.2%
4"	-	-	2,007.08	2,283.34	13.8%	-	-	0.0%	-	-	0.0%
6"	10,300,000	794,490	4,007.57	4,557.99	13.7%	47,652.37	57,876.97	21.5%	51,659.94	62,434.95	20.9%

Town of Lunenburg Water Utility
Comparison of Current Water Rates with Proposed New Rates
2023/24

Meter Size	Average Quarterly Consumption		Base Charge		Percent Change	Commodity Charge		Percent Change	Quarterly Water Bill		Percent Change
	1st Block	2nd Block	Current	Proposed		Current	Proposed		Current	Proposed	
First Dwelling Unit	12,500								166.48	168.41	1.2%
Each Additional Unit	9,375								50.10	51.40	2.6%
5/8"	10,405		99.69	99.88	0.2%	55.60	57.05	2.6%	155.29	156.93	1.1%
3/4"	28,684		145.18	145.49	0.2%	153.28	157.26	2.6%	298.45	302.76	1.4%
1"	33,818		236.16	236.72	0.2%	180.71	185.41	2.6%	416.88	422.13	1.3%
1.5"	160,189	-	463.63	464.78	0.2%	855.99	878.25	2.6%	1,319.62	1,343.03	1.8%
2"	249,168	-	736.59	738.46	0.3%	1,331.46	1,366.09	2.6%	2,068.05	2,104.55	1.8%
3"	1,134,265	-	1,464.47	1,468.26	0.3%	6,061.09	6,218.71	2.6%	7,525.56	7,686.97	2.1%
4"	-	-	2,283.34	2,289.29	0.3%	-	-	0.0%	-	-	0.0%
6"	10,800,000	294,490	4,557.99	4,569.93	0.3%	57,876.97	60,293.27	4.2%	62,434.95	64,863.21	3.9%

Town of Lunenburg Water Utility
Comparison of Current Water Rates with Proposed New Rates
2024/25

Meter Size	Average Quarterly Consumption		Base Charge		Percent Change	Commodity Charge		Percent Change	Quarterly Water Bill		Percent Change
	1st Block	2nd Block	Current	Proposed		Current	Proposed		Current	Proposed	
First Dwelling Unit	12,500								168.41	173.43	3.0%
Each Additional Unit	9,375								51.40	53.06	3.2%
5/8"	10,405		99.88	102.68	2.8%	57.05	58.89	3.2%	156.93	161.57	3.0%
3/4"	28,684		145.49	149.58	2.8%	157.26	162.34	3.2%	302.76	311.92	3.0%
1"	33,818		236.72	243.37	2.8%	185.41	191.40	3.2%	422.13	434.77	3.0%
1.5"	160,189	-	464.78	477.86	2.8%	878.25	906.61	3.2%	1,343.03	1,384.47	3.1%
2"	249,168	-	738.46	759.24	2.8%	1,366.09	1,410.20	3.2%	2,104.55	2,169.44	3.1%
3"	1,134,265	-	1,468.26	1,509.58	2.8%	6,218.71	6,419.53	3.2%	7,686.97	7,929.12	3.2%
4"	-	-	2,289.29	2,353.73	2.8%	-	-	0.0%	-	-	0.0%
6"	11,094,490	-	4,569.93	4,698.56	2.8%	60,293.27	62,790.84	4.1%	64,863.21	67,489.41	4.0%

Worksheet D-2

01-Apr-22

Town of Lunenburg Water Utility				
Comparitive Statement of Operations				
Fiscal Years ending March 31st				
	2021/22 Year	Projection Using Proposed Rates		
		2022/23 Year	2023/24 Test Yr 2	2024/25 Test Yr 3
OPERATING REVENUES				
Flat Rate Sales	535,000	725,450	737,273	762,470
Metered Sales	665,100	592,724	607,742	628,851
Public Fire Protection	331,000	325,156	325,156	325,156
Total	1,531,100	1,643,330	1,670,171	1,716,478
OPERATING EXPENDITURES				
Source of Supply	38,700	41,700	42,921	44,179
Pumping	59,800	63,000	64,890	66,837
Water Treatment	337,000	341,100	351,333	361,873
Transmission and Distribution	240,600	226,700	233,501	240,506
Administration and General	450,700	486,000	485,130	499,684
Depreciation	307,790	333,830	343,296	355,894
Taxes	43,500	43,500	43,500	43,500
Other	0	0	0	0
Total	1,478,090	1,535,830	1,564,571	1,612,472
OPERATING PROFIT (LOSS)				
LESS NON-OPERATING REVENUES				
Jobbing and Contracts	500	500	500	500
Interest	2,500	2,600	2,700	2,700
Grants from Province of Nova Scotia	9,000	9,000	9,000	9,000
Other	0	0	0	0
Total	12,000	12,100	12,200	12,200
OTHER OPERATING REVENUES				
Private Fire Protection	1,000	1,000	1,000	1,000
Sprinkler Service	6,800	6,900	7,000	7,000
Other Revenue	10,200	10,400	10,600	10,600
Total	18,000	18,300	18,600	18,600
NON-OPERATING EXPENDITURES				
Debt Charges - Principal	40,750	40,750	40,750	40,750
Debt Charges - Interest	17,650	16,150	14,650	13,056
New Debt - Principal	0	0	0	0
New Debt - Interest	0	0	0	0
Interest on Short Term borrowings	0	0	0	0
Transfer to Capital Fund	0	0	0	0
Reserve for Land Purchase	5,000	5,000	5,000	5,000
Reserve for Membrane Replacement	0	26,000	26,000	26,000
Dividend to Owner	25,000	50,000	50,000	50,000
Capital out of Revenue	0	0	0	0
Other	0	0	0	0
Total	88,400	137,900	136,400	134,806
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				
	-5,390	0	0	0

Appendix 1
Loan Calculator
Long Term Debt
2021/22

Interest Rate	6.0%
Term in years	15
Capital \$	-

Payment Schedule

Year	Principal	Interest	Total	Balance
1	\$0.00	-	-	-
2	\$0.00	-	-	-
3	\$0.00	-	-	-
4	\$0.00	-	-	-
5	\$0.00	-	-	-
6	\$0.00	-	-	-
7	\$0.00	-	-	-
8	\$0.00	-	-	-
9	\$0.00	-	-	-
10	\$0.00	-	-	-
11	\$0.00	-	-	-
12	\$0.00	-	-	-
13	\$0.00	-	-	-
14	\$0.00	-	-	-
15	\$0.00	-	-	-

Loan Calculator
Long Term Debt
2022/23

Interest Rate	6.0%
Term in years	15
Capital \$	-

Payment Schedule for Capital Works

Year	Principal	Interest	Total	Balance
1	\$0.00	\$0.00	-	-
2	\$0.00	\$0.00	-	-
3	\$0.00	\$0.00	-	-
4	\$0.00	\$0.00	-	-
5	\$0.00	\$0.00	-	-
6	\$0.00	\$0.00	-	-
7	\$0.00	\$0.00	-	-
8	\$0.00	\$0.00	-	-
9	\$0.00	\$0.00	-	-
10	\$0.00	\$0.00	-	-
11	\$0.00	\$0.00	-	-
12	\$0.00	\$0.00	-	-
13	\$0.00	\$0.00	-	-
14	\$0.00	\$0.00	-	-
15	\$0.00	\$0.00	-	-

Loan Calculator
Long Term Debt
2023/24

Interest Rate	6.0%
Term in years	15
Capital \$	-

Payment Schedule for Capital Works

	Principal	Interest	Total	Balance
Year				
1	\$0.00	\$0.00	-	-
2	\$0.00	\$0.00	-	-
3	\$0.00	\$0.00	-	-
4	\$0.00	\$0.00	-	-
5	\$0.00	\$0.00	-	-
6	\$0.00	\$0.00	-	-
7	\$0.00	\$0.00	-	-
8	\$0.00	\$0.00	-	-
9	\$0.00	\$0.00	-	-
10	\$0.00	\$0.00	-	-
11	\$0.00	\$0.00	-	-
12	\$0.00	\$0.00	-	-
13	\$0.00	\$0.00	-	-
14	\$0.00	\$0.00	-	-
15	\$0.00	\$0.00	-	-

Loan Calculator
Long Term Debt
2024/25

Interest Rate	6.0%
Term in years	15
Capital \$	-

Payment Schedule for Capital Works

	Principal	Interest	Total	Balance
Year				
1	\$0.00	\$0.00	-	-
2	\$0.00	\$0.00	-	-
3	\$0.00	\$0.00	-	-
4	\$0.00	\$0.00	-	-
5	\$0.00	\$0.00	-	-
6	\$0.00	\$0.00	-	-
7	\$0.00	\$0.00	-	-
8	\$0.00	\$0.00	-	-
9	\$0.00	\$0.00	-	-
10	\$0.00	\$0.00	-	-
11	\$0.00	\$0.00	-	-
12	\$0.00	\$0.00	-	-
13	\$0.00	\$0.00	-	-
14	\$0.00	\$0.00	-	-
15	\$0.00	\$0.00	-	-

**SCHEDULES A, B, AND C
RATES AND CHARGES**

SCHEDULE "A"
TOWN OF LUNENBURG WATER UTILITY

SCHEDULE OF RATES FOR WATER AND WATER SERVICES

(Effective for water supplied on and after 1 October, 2022)

RATES

The rates set out below are the rates approved by the Board for water and water services when payment is made within 30 days from the date rendered as shown on the bill.

When payment is made after 30 days from the date rendered as shown on the bill, the rates will include interest charges of 1.5% per month, or part thereof.

Each bill shall show the amount payable within 30 days from the date rendered as shown on the bill.

In this Schedule, the word "Utility" means the Town of Lunenburg Water Utility.

1. RATES:

<u>(a) Base Charges</u>	<u>Quarterly</u>	<u>Monthly</u>
First Dwelling Unit (based on 12,500 imp gal per quarter)	166.48	
Additional Dwelling Unit (based on 9,375 imp gal per quarter)	50.10	
Size of Meter		
5/8"	99.69	33.23
3/4"	145.18	48.39
1"	236.16	78.72
1.5"	463.63	154.54
2"	736.59	245.53
3"	1,464.47	488.16
4"	2,283.34	761.11
6"	4,557.99	1,519.33

(b) Consumption Rate (per 1000 Imp. Gallons)

1st Block	(0 to 41,200,000 imp gal per year per customer)
	\$ 5.34 per 1000 Imp. Gallons
2nd Block	(>41,200,000 imp gal per year per customer)
	\$ 3.57 per 1000 Imp. Gallons

(c) Minimum Bill

The minimum bill shall be the Base Charge.

A

2. PUBLIC FIRE PROTECTION RATE

- a) The Town of Lunenburg shall pay the Water Utility quarterly for fire protection the sum of \$81,289 (total annual payment of \$325,156).

3. RATES FOR SPRINKLER SERVICE

Each building having a sprinkler system installed shall pay annually for the service as follows:

Each building serviced by a sprinkler service pipe of 6" or less in diameter	\$200.00
---------------------------------------------------------------------------------	----------

Each building serviced by a sprinkler service

4. WATER FOR BUILDINGS OR WORKS UNDER CONSTRUCTION

The Utility may furnish water to any person requiring a supply thereof for the construction of a building or other works. This person shall deposit with the Utility such sum as may be determined by the Utility as is sufficient to defray the cost of making the necessary connection to any water service or main together with the cost of the meter to be installed to measure the water consumed. Upon completion of the work and the return of the meter to the Utility, a refund will be made after deducting the cost, if any, of repairing the water service box, the meter and of testing the same and payment of the base and connection charges and the consumption rates in respect to such installation.

5. PRIVATE HYDRANT CONNECTION RATES

Per hydrant per year \$200.00.

6. RATES FOR WATER SUPPLIED FROM FIRE HYDRANTS

Whenever the use of any fire hydrant is desired for supplying water for any purpose, excepting those of the Fire Department for fire use, the Utility may grant permission with such terms and conditions as it may provide, including arrangements regarding supervision of the opening and closing of the hydrant, and a service charge for commercial consumers of \$60.00 for connection and disconnection and a consumption charge for the amount of water used, as estimated by the water Utility, at meter consumption rates.

7. CHARGES FOR RE-ESTABLISHING WATER SERVICE

When water service has been suspended for any violation of the Rules and Regulations of the Utility, such water service shall not be re-established until a reconnection charge of \$75.00 has been paid to the Utility. If reconnection is outside of regular working hours, the charge is \$150.00.

A

8. ACCOUNT CREATION FEE

The Utility shall charge a \$50.00 fee for the creation of a water account, notwithstanding the fact that no physical disconnection of the system may have occurred.

9. DISCONNECTION FEE

Whenever a customer, for any reason requests that the water be turned off from any premises, a charge of \$75.00 shall be made for turning off the water, and no additional charge shall be made for turning it on again when this is requested unless such request is after regular working hours of the Utility when a fee of \$150.00 shall apply.

10. SPECIAL SERVICE CHARGE:

A special service charge of \$75.00 (\$150.00 if such work is performed after regular working hours) shall be made to each customer receiving a necessary or requested service, such as the shutting off or turning on of water service or other special services not provided for elsewhere in the schedules or the rules and regulations except for water service repairs requested by the Utility. In the case where the shutting off is requested because there is no operable shut off valve serving the dwelling, an isolation valve must be installed.

11. CHARGE FOR NON-NEGOTIABLE CHEQUES

The Utility may charge a \$20.00 administration fee plus any additional bank charges for cheques that, due to non-negotiability, have been rejected by the Utility's bank.

12. CHARGE FOR MISSED APPOINTMENT BY CUSTOMERS

Where an appointment has been made by a customer to have a water service hooked up or a meter inspected, or water turned on to a property, or other visits to the property for the inception or maintenance of water service to the property, and the customer fails to keep the appointment or the plumbing is not completed to allow for installation of a water meter and the Utility's staff have to return to the property, there may be a charge of \$25.00 for each visit if, in the judgment of the Utility, it is required.

13. RATE FOR BULK WATER

Bulk/vessel water may be provided to ships and licensed water haulers at designated locations at a cost of \$ 15.91 per 1,000 imperial gallons or part thereof with a minimum charge of \$50.00. Such charge shall be rendered for each loading.

SCHEDULE "B"
TOWN OF LUNENBURG WATER UTILITY

SCHEDULE OF RATES FOR WATER AND WATER SERVICES

(Effective for water supplied on and after 1 April, 2023)

RATES

The rates set out below are the rates approved by the Board for water and water services when payment is made within 30 days from the date rendered as shown on the bill.

When payment is made after 30 days from the date rendered as shown on the bill, the rates will include interest charges of 1.5% per month, or part thereof.

Each bill shall show the amount payable within 30 days from the date rendered as shown on the bill.

In this Schedule, the word "Utility" means the Town of Lunenburg Water Utility.

1. **RATES:**

(a) <u>Base Charges</u>	<u>Quarterly</u>	<u>Monthly</u>
First Dwelling Unit (based on 12,500 imp gal per quarter)	168.41	
Additional Dwelling Unit (based on 9,375 imp gal per quarter)	51.40	
Size of Meter		
5/8"	99.88	33.29
3/4"	145.49	48.50
1"	236.72	78.91
1.5"	464.78	154.93
2"	738.46	246.15
3"	1,468.26	489.42
4"	2,289.29	763.10
6"	4,569.93	1,523.31

(b) Consumption Rate (per 1000 Imp. Gallons)

1st Block	(0 to 43,200,000 imp gal per year per customer)	\$ 5.48	per 1000 Imp. Gallons
2nd Block	(>43,200,000 imp gal per year per customer)	\$ 3.67	per 1000 Imp. Gallons

(c) Minimum Bill

The minimum bill shall be the Base Charge.

B

2. PUBLIC FIRE PROTECTION RATE

- a) The Town of Lunenburg shall pay the Water Utility quarterly for fire protection the sum of \$81,289 (total annual payment of \$325,156).

3. RATES FOR SPRINKLER SERVICE

Each building having a sprinkler system installed shall pay annually for the service as follows:

Each building serviced by a sprinkler service pipe of 6" or less in diameter	\$200.00
Each building serviced by a sprinkler service pipe of 8" or more in diameter	\$250.00

4. WATER FOR BUILDINGS OR WORKS UNDER CONSTRUCTION

The Utility may furnish water to any person requiring a supply thereof for the construction of a building or other works. This person shall deposit with the Utility such sum as may be determined by the Utility as is sufficient to defray the cost of making the necessary connection to any water service or main together with the cost of the meter to be installed to measure the water consumed. Upon completion of the work and the return of the meter to the Utility, a refund will be made after deducting the cost, if any, of repairing the water service box, the meter and of testing the same and payment of the base and connection charges and the consumption rates in respect to such installation.

5. PRIVATE HYDRANT CONNECTION RATES

Per hydrant per year \$200.00.

6. RATES FOR WATER SUPPLIED FROM FIRE HYDRANTS

Whenever the use of any fire hydrant is desired for supplying water for any purpose, excepting those of the Fire Department for fire use, the Utility may grant permission with such terms and conditions as it may provide, including arrangements regarding supervision of the opening and closing of the hydrant, and a service charge for commercial consumers of \$60.00 for connection and disconnection and a consumption charge for the amount of water used, as estimated by the water Utility, at meter consumption rates.

7. CHARGES FOR RE-ESTABLISHING WATER SERVICE

When water service has been suspended for any violation of the Rules and Regulations of the Utility, such water service shall not be re-established until a reconnection charge of \$75.00 has been paid to the Utility. If reconnection is outside of regular working hours, the charge is \$150.00.

B

8. ACCOUNT CREATION FEE

The Utility shall charge a \$50.00 fee for the creation of a water account, notwithstanding the fact that no physical disconnection of the system may have occurred.

9. DISCONNECTION FEE

Whenever a customer, for any reason requests that the water be turned off from any premises, a charge of \$75.00 shall be made for turning off the water, and no additional charge shall be made for turning it on again when this is requested unless such request is after regular working hours of the Utility when a fee of \$150.00 shall apply.

10. SPECIAL SERVICE CHARGE:

A special service charge of \$75.00 (\$150.00 if such work is performed after regular working hours) shall be made to each customer receiving a necessary or requested service, such as the shutting off or turning on of water service or other special services not provided for elsewhere in the schedules or the rules and regulations except for water service repairs requested by the Utility. In the case where the shutting off is requested because there is no operable shut off valve serving the dwelling, an isolation valve must be installed.

11. CHARGE FOR NON-NEGOTIABLE CHEQUES

The Utility may charge a \$20.00 administration fee plus any additional bank charges for cheques that, due to non-negotiability, have been rejected by the Utility's bank.

12. CHARGE FOR MISSED APPOINTMENT BY CUSTOMERS

Where an appointment has been made by a customer to have a water service hooked up or a meter inspected, or water turned on to a property, or other visits to the property for the inception or maintenance of water service to the property, and the customer fails to keep the appointment or the plumbing is not completed to allow for installation of a water meter and the Utility's staff have to return to the property, there may be a charge of \$25.00 for each visit if, in the judgment of the Utility, it is required.

13. RATE FOR BULK WATER

Bulk/vessel water may be provided to ships and licensed water haulers at designated locations at a cost of \$ 16.13 per 1,000 imperial gallons or part thereof with a minimum charge of \$50.00. Such charge shall be rendered for each loading.

SCHEDULE "C"
TOWN OF LUNENBURG WATER UTILITY

SCHEDULE OF RATES FOR WATER AND WATER SERVICES

(Effective for water supplied on and after 1 April, 2024)

RATES

The rates set out below are the rates approved by the Board for water and water services when payment is made within 30 days from the date rendered as shown on the bill.

When payment is made after 30 days from the date rendered as shown on the bill, the rates will include interest charges of 1.5% per month, or part thereof.

Each bill shall show the amount payable within 30 days from the date rendered as shown on the bill.

In this Schedule, the word "Utility" means the Town of Lunenburg Water Utility.

1. RATES:

(a) <u>Base Charges</u>	<u>Quarterly</u>	<u>Monthly</u>
First Dwelling Unit (based on 12,500 imp gal per quarter)	173.43	
Additional Dwelling Unit (based on 9,375 imp gal per quarter)	53.06	
Size of Meter		
5/8"	102.68	34.23
3/4"	149.58	49.86
1"	243.37	81.12
1.5"	477.86	159.29
2"	759.24	253.08
3"	1,509.58	503.19
4"	2,353.73	784.58
6"	4,698.56	1,566.19
(b) Consumption Rate (per 1000 Imp. Gallons)	\$ 5.66	per 1000 Imp. Gallons

(c) Minimum Bill

The minimum bill shall be the Base Charge.

2. PUBLIC FIRE PROTECTION RATE

- a) The Town of Lunenburg shall pay the Water Utility quarterly for fire protection the sum of \$81,289 (total annual payment of \$325,156).
- b) For subsequent years, the annual public fire protection rate shall be based on the above or:
 - (i) the sum of 31.9% of transmission and distribution, taxes and depreciation expenses of the Utility and return on rate base of the immediately preceding year, plus
 - (ii) 10 % of all other expenses,

whichever is the greater.

3. RATES FOR SPRINKLER SERVICE

Each building having a sprinkler system installed shall pay annually for the service as follows:

Each building serviced by a sprinkler service pipe of 6" or less in diameter	\$200.00
Each building serviced by a sprinkler service pipe of 8" or more in diameter	\$250.00

4. WATER FOR BUILDINGS OR WORKS UNDER CONSTRUCTION

The Utility may furnish water to any person requiring a supply thereof for the construction of a building or other works. This person shall deposit with the Utility such sum as may be determined by the Utility as is sufficient to defray the cost of making the necessary connection to any water service or main together with the cost of the meter to be installed to measure the water consumed. Upon completion of the work and the return of the meter to the Utility, a refund will be made after deducting the cost, if any, of repairing the water service box, the meter and of testing the same and payment of the base and connection charges and the consumption rates in respect to such installation.

5. PRIVATE HYDRANT CONNECTION RATES

Per hydrant per year \$200.00.

6. RATES FOR WATER SUPPLIED FROM FIRE HYDRANTS

Whenever the use of any fire hydrant is desired for supplying water for any purpose, excepting those of the Fire Department for fire use, the Utility may grant permission with such terms and conditions as it may provide, including arrangements regarding

C

supervision of the opening and closing of the hydrant, and a service charge for commercial consumers of \$60.00 for connection and disconnection and a consumption charge for the amount of water used, as estimated by the water Utility, at meter consumption rates.

7. CHARGES FOR RE-ESTABLISHING WATER SERVICE

When water service has been suspended for any violation of the Rules and Regulations of the Utility, such water service shall not be re-established until a reconnection charge of \$75.00 has been paid to the Utility. If reconnection is outside of regular working hours, the charge is \$150.00.

8. ACCOUNT CREATION FEE

The Utility shall charge a \$50.00 fee for the creation of a water account, notwithstanding the fact that no physical disconnection of the system may have occurred.

9. DISCONNECTION FEE

Whenever a customer, for any reason requests that the water be turned off from any premises, a charge of \$75.00 shall be made for turning off the water, and no additional charge shall be made for turning it on again when this is requested unless such request is after regular working hours of the Utility when a fee of \$150.00 shall apply.

10. SPECIAL SERVICE CHARGE:

A special service charge of \$75.00 (\$150.00 if such work is performed after regular working hours) shall be made to each customer receiving a necessary or requested service, such as the shutting off or turning on of water service or other special services not provided for elsewhere in the schedules or the rules and regulations except for water service repairs requested by the Utility. In the case where the shutting off is requested because there is no operable shut off valve serving the dwelling, an isolation valve must be installed.

11. CHARGE FOR NON-NEGOTIABLE CHEQUES

The Utility may charge a \$20.00 administration fee plus any additional bank charges for cheques that, due to non-negotiability, have been rejected by the Utility's bank.

12. CHARGE FOR MISSED APPOINTMENT BY CUSTOMERS

Where an appointment has been made by a customer to have a water service hooked up or a meter inspected, or water turned on to a property, or other visits to the property for the inception or maintenance of water service to the property, and the customer fails to keep the appointment or the plumbing is not completed to allow for installation of a water meter and the Utility's staff have to return to the property, there may be a charge of \$25.00 for each visit if, in the judgment of the Utility, it is required.

13. RATE FOR BULK WATER

Bulk/vessel water may be provided to ships and licensed water haulers at designated locations at a cost of \$ 16.54 per 1,000 imperial gallons or part thereof with a minimum charge of \$50.00. Such charge shall be rendered for each loading.

SCHEDULE D
RULES AND REGULATIONS

SCHEDULE D
LUNENBURG WATER UTILITY

SCHEDULE OF RULES AND REGULATIONS
GOVERNING THE SUPPLY OF WATER AND WATER SERVICES

(Effective 1 October 2022)

1. In these Rules and regulations, unless the context otherwise requires, the expression:

“Town” means the Town of Lunenburg

“Utility” means the Lunenburg Water Utility.

“Customer” means a person, a property owner, firm or corporation who, or which, contracts to be supplied with water at a specific location or locations.

“Unmetered Service” means that type of unmetered service charged for by all flat rates.

“Metered Rate Service” means that type of service charged for at metered rates and is supplied to customers other than those supplied by fixture and flat rate service.

“Seasonal service” means any service that is discontinued for more than 30 continuous days.

“Commercial Service” means any service other than a domestic service and includes, without limiting the generality of the foregoing, private fire hydrants, any sprinkler systems and fire protection lines within buildings and the piping connected thereto and private fire protection service as herein defined.

“Domestic Service” means the type of service supplied to the property owner, or his authorized agent, or to the occupant or tenant of any space or area occupied for the distinct purpose of a dwelling house, including rooming houses and apartment buildings containing four or less dwelling units, flats, etc. A bed and breakfast as defined in this Section, shall be treated as one Domestic Service in these Rules and Regulations.

2. **LIABILITY FOR PAYMENT OF WATER BILL:** An agreement is deemed to exist between a customer and the Utility for the supply of water service at such rates and in accordance with these Regulations by virtue of:

- a) the customer applying for and receiving approval for water service;
- b) the customer consuming or paying for water service from the date that the customer who is a party to an agreement pursuant to clause (a) (the customer of record) moves out of the premises, in which case the customer of record shall remain jointly and severally liable for the water service account up to the date the Utility is notified that the customer of record wishes to terminate the supply of water service.

A property owner who rents or leases a property or self-contained unit to a tenant or lessee will be required to open an account for the provision of water at the property rented or leased.

- c) Any person, business or corporation that receives water service without the consent of the Utility, shall be liable for the cost of such water service which cost shall be determined in the sole discretion of the Utility based upon its reasonable estimate of the amount of water utilized.
 - d) Where service is supplied to a condominium unit, the Condominium Corporation in which the unit is situated shall be deemed to be the customer of record and shall be liable for payment of the service bill for the condominium unit.
3. **DEPOSITS:** When required, an applicant for service shall deposit with the Utility a sum equal to the previous year's average bill for the meter size for such service for a period of six months, or such lesser amount as the Utility may demand (a minimum of \$50.00). This deposit shall be held by the Utility as collateral security for the payment of the customer's bills, but is not to be considered as a payment on account thereof. When the customer ceases to use the service and discharges all their liability to the Utility in respect of such service, the deposit shall be returned to him/her with interest of 2% per annum, not compounded.
 4. **REFUSAL OF SERVICE:** Service may be refused or suspended to any customer who has failed to discharge all of his liabilities to the Utility.
 5. **BILLING:** If a contract is entered into or terminated at any time other than a regular billing date, the amount to be charged to the customer shall be the pro rata proportion to the next billing date, of the regular service charge for the billing period, plus the consumption charge, if any.

The Utility charges the base rate for the entire year for seasonal customers. The quarterly base rate charge will apply for each quarter regardless of water turn-offs.

6. **PAYMENT OF BILLS:** Bills shall be rendered to each customer at intervals of either monthly or approximately three months (quarterly) and shall be payable within thirty days after the date rendered. Bills are due on the billing date and bills not paid within thirty days

after the billing date shall be subject to the interest charge as set out in the Schedule of Rates and Charges.

7. **ADJUSTMENT OF BILLS:**

- (a) Where meters exist - If the seal of a meter is broken or if a meter does not register correctly, the bill for that water service shall be estimated in accordance with the best data available. Any customer desiring to question a water bill must do so in writing within 30 days of the bill being rendered.
- (b) Customers Under billed - Should it be necessary for the Utility to make a billing adjustment as a result of a customer being under billed for any reason, such adjustment shall be retroactive for a maximum of four billing periods or one year, whichever is the longest. Notwithstanding the above, in the event that a billing adjustment is the result of the customer's illegal connection to the water system or willful interference or damage of metering equipment (where they exist), the billing adjustment in such circumstances will not be limited to one year or four billing periods, but rather the customer shall be responsible for all payments of such accounts from the date such illegal connection or interference to meter equipment took place.
- (c) Customer Over billed - Should it become necessary for the Utility to make a billing adjustment as a result of a customer being over billed for any reason, such adjustment will be estimated by the Utility, and the Utility will be responsible for payment of the over billed amount with interest calculated on the basis of current simple interest paid by the bank.

8. **METER READING:** In the case of Metered Service Customers who are billed quarterly, meters shall be read in at least two of the four quarters, normally, the second and fourth, and, subject to Regulation 9, each billing for these quarters shall be based upon the meter reading with adjustment for any earlier estimated reading. The Utility may, at its option, estimate the readings in the alternate quarters based on the actual consumption from the previous quarter. In the case of Metered Service Customers who are billed monthly, meters shall be read monthly.

9. **ESTIMATED READINGS FOR BILLING PURPOSES - METERED CUSTOMERS:** If the Utility is unable to obtain a meter reading for billing purposes, after exercising due diligence in the usual practice of meter reading, the bill for that service shall be estimated in accordance with the best data available, subject, however, to the provision that in no circumstance will an estimated reading be used for more than two (2) consecutive billing periods. If an estimated bill is rendered for two (2) consecutive billing periods, the Utility shall notify the customer by regular mail that arrangements must be made for the Utility to obtain a reading and failing such arrangements, the Utility may suspend service until such arrangements are made. When such meter reading has been obtained the previous estimated bill or bills shall be adjusted accordingly.

10. **SUSPENSION OF SERVICE FOR NON PAYMENT BILLS:** The Utility shall have the right to enter onto customers' premises within reasonable hours to suspend service to customers whose bills remain unpaid for more than forty calendar days after the date rendered. The customer shall pay the reconnection fee as set out in the Charges for Re-establishing Water Service in the Schedule of Rates and Charges after each suspension. Service suspension can be delayed if approved payment arrangements have been made and the customer is in compliance with arrangements.

11. **WATER TO BE SUPPLIED BY METER:** Except where water is used for construction purposes from a hydrant under the supervision of the Utility and except as in these regulations otherwise provided, all services other than those used for Domestic Service and those used exclusively for fire protection shall be metered. All apartment buildings containing more than five units will be deemed to be commercial accounts and will be metered. All apartment buildings containing five units or less will be deemed to be domestic accounts and shall be charged under the flat rate service. Any commercial service building occupied by more than one tenant may have a separate meter with appropriate isolation valves for each tenant. With the Utility's approval, such a building may be serviced by one meter, provided the landlord is the customer. The Utility shall determine the size and type of meter to be installed in each case. All meters shall be the property of the Utility.

The Utility, at its discretion, may require domestic service customers to be metered if they have installed a swimming pool on the premises with the pool capacity in excess of 3,000 imperial gallons or the Utility may levy an additional flat fee during the months of the operation of such swimming pool.

12. **INSTALLATION AND REMOVAL OF METERS:** Meters shall be installed and removed only by employees or duly authorized representatives of the Utility and no other person shall install, alter, change or remove a meter without the written permission of the Utility. The plumbing and connections shall be properly prepared to receive the installation of such meters to the approval of and without expense to the Utility.

13. **METER READERS:** Each meter reader shall be provided with an official identification, which he/she shall exhibit on request.

14. **ACCESS TO CUSTOMER'S PREMISES:** Representatives of the Utility shall have right of access to all parts of a customer's property or premises at all reasonable hours for the purpose of inspecting any water pipes or fittings, or appliances, or discontinuing service, or for the purpose of installing, removing, repairing, reading or inspecting meters. The Utility shall have the right to suspend service to any customer who refuses such access.

15. **LOCATION OF METERS:** The Utility shall have the right to refuse service to, or suspend the service of, any customer who does not provide a place which, in the opinion

of the Utility, is suitable for the meter. It should be in the building served, at or near the point of entry of the service pipe, in a place where it can be easily read and exchanged and where it will not be exposed to freezing temperatures.

Where the premises of a customer are of such a nature that a meter cannot be properly installed in a building or if the building is not sufficiently frost-proof as to guarantee the safety of the meter, the Utility may order the construction of a suitable frost-proof box in which the meter can be installed. Service to such premises may be refused or suspended until such a frost-proof box approved by the Utility is installed.

16. **DAMAGE TO WATER METERS:** Each customer shall be responsible for the meter installed on his service and shall protect it. He shall be liable for any damage to the meter resulting from carelessness, hot water or steam, or the action of frost or from any other cause not the fault of the Utility or its employees. The cost to the Utility occasioned by such damage to the meter shall be paid by the customer. If after the rendering of a bill by the Utility to the customer for such cost the same is not paid within 40 days from the date rendered, the supply of water to the customer concerned may be suspended until all charges are paid.
17. **METER TESTING.** On the request to have their meter tested, the Utility may charge the sum of \$100.00 to defray, in part, the cost of making the test for meters up to 1 ½ inch in size. In the case of meters 1-1/2 inches and larger, the actual cost of the test will be paid by the customer. If the test shows that the meter is over registering by more than one and one half percent (1 ½%) for positive displacement meters and three percent (3%) for turbine or compound meters, the sum so deposited will be refunded to the customer.
18. **PLUMBING TO BE SATISFACTORY:** All plumbing, pipes and fittings, fixtures, and other devices for conveying, distributing, controlling, or utilizing water which are used by a customer and are not the property of the Utility, shall be installed in the manner provided by the Regulations of and be approved by the proper official of the Municipality and/or the operators of the Utility. The water shall not be turned on (except for construction or testing purposes) until the applicant for service has satisfied the Utility that these requirements have been met. The supply of water may be discontinued to any customer at any time if, in the opinion of the proper official of the Municipality and/or the operator of the Utility, the plumbing, pipes, fittings, fixtures, or other devices as hereinbefore mentioned, or any of them, fail to comply with the above requirements, or if any part of the water system of such customer or the meter is in any unsuitable, dirty, unsanitary or inaccessible place. Service shall not be re-established until such condition is corrected to the satisfaction of the Utility.
19. **REMOTE REGISTERING WATER METERS:** When a remote registering water meter is installed on a customer's premises under a general outside register installation program of the Utility, then the cost of the meter and its installation shall be paid by the Utility. The meter shall become the property of the Utility which shall become responsible

for its operation, maintenance and replacement. Any damage to the meter caused by the negligence or wrongful acts or omissions by the customer, his agents or members of his family, shall be paid for by the customer, and the failure by the customer to make the payment shall entitle the Utility, after making a forty day written demand for the payment, to disconnect the water service to the customer.

20. CROSS CONNECTION CONTROL & BACKFLOW PREVENTION:

(a) No owner, consumer, customer or other person hereinafter collectively referred to in this rule and regulation as “person” shall connect, cause to be connected, or allow to remain connected to the water system, or plumbing installation, without the express written consent of the Utility, any piping fixtures, fittings container or appliance in a manner which, under any circumstances, may allow water, wastewater, or any other liquid, chemical or substance, to ingress or egress the water system.

(b) Where, in the opinion of the Utility, there may be a risk of contamination to the potable water system, notwithstanding the provisions of subparagraph (a), the Utility may require the customer, at the customers sole cost and expense, to install at any point on the customers water service connection or water service pipe, one or more backflow prevention (BFP) devices, which devices shall be of a quality and type approved by the Utility.

(c) All BFP devices shall be maintained in good working order. Such devices must be inspected and tested by a certified tester, approved by the Utility, at the expense of the customer. Such inspections shall take place upon installation, and thereafter annually, or more often if required by the Utility. The customer shall submit a report in a form approved by the Utility on any or all tests performed on a BFP device within 30 days of a test. A record card shall be displayed on or adjacent to the BFP device on which the tester shall record the name and address of the owner of the device; the location, type, manufacturer, serial number and size of the device; and the test date, the tester’s initials, the tester’s name, the name of his employer, and the tester’s license number.

(d) The Utility shall maintain a program for the issuance, renewal and cancellation of Cross Connection Control Tester’s Licenses. The Utility’s program shall establish minimum standards, minimum insurance requirements, fees and administrative procedures.

(e) Installation, maintenance, field-testing and selection of all BFP devices shall fully conform to the latest revision of CSA B64.10 and CSA B64 series.

(f) In the event of any breach, contravention or non-compliance by a person of any of the provision and regulations in a sub-paragraphs (a),(b),(c) or (d) the Utility may:

(i) suspend water service to such person, or

(ii) give notice to the person to correct the breach, contravention or non-compliance within 96 hours, or a specified lesser period. If the person fails to comply with such notice, the Utility may immediately thereafter suspend water service to such person.

21. **ALTERNATE WATER SUPPLY PROHIBITED:** Connection of any customer's installation served by the Utility to any other source of water supply is prohibited. Failure to comply with this regulation shall entitle the Utility to suspend the service.
22. **DANGEROUS CONNECTIONS:** No connection shall be permitted to any installation; equipment or source in such a manner as may allow any contamination to pass from such installation, equipment or source into the Utility's water supply system. If any such connection exists the Utility may discontinue the supply of water to such customer.
23. **PROHIBITED DEVICES:** Service may be refused or suspended by the Utility to any customer who installs or uses any device or appurtenance, as, for example, geothermal heat pump, booster pumps, quick-opening or quick-closing valves, flushometers, water operated pumps or siphons, standpipes, or large outlets for supplying ships, etc., which may occasion sudden large demands of short or long duration, thereby requiring oversize meters and pipe lines, or affect the stability or regulation of water pressure in the Utility's system. Permission to install or use any such device or appurtenance must be obtained from the Utility, which permission shall specify what special arrangements, such as elevated storage tanks, surge tanks or equalizing tanks, etc., must be provided by the customer.
24. **IMPROPER USE OR WASTE OF WATER:** No customer shall permit the improper use or waste of water, such as providing water to more than one single family dwelling and /or apartment building from a single service, nor shall he sell or give water to any person except upon such conditions and for such purposes as may be approved in writing by the Utility.
25. **SERVICE PIPES:** Upon receipt of an application for service to any premises located on any portion of a street or otherwise an existing property which is served by an easement onto any portion of a street through which portion a main water pipe is laid and which premises are not already provided with water services, the Utility shall install a service pipe lateral which it considers to be of suitable size and capacity from the water main to the street line. No pipe smaller than 3/4 inch (19 mm) diameter shall be laid for any service.

The necessary excavation for the laying of the service pipe, backfilling and replacement of the street and sidewalk surfaces from the water main in the street to the street line, including supplying and laying a service pipe and fittings between the main pipe and the street line shall be the responsibility of the Utility for all water services and all such work shall be performed without cost to the applicant. A service box (standpipe) and curb stop

valve shall be installed at the street line by the applicant. Should the applicant require a service pipe larger than the 3/4 inch (19 mm) provided by the Utility then the applicant shall pay the additional cost associated with this larger service over and above the 3/4 inch (19 mm) between the water main in the street and the street line.

The necessary excavation for the laying of the service pipe lateral and backfilling from the street line to the structure or the end of the lateral extension, including supplying and laying a service pipe lateral and fittings shall be the responsibility of the Applicant for all water services and all such work shall be performed without cost to the Utility.

Should any person make application for more than one service to any premises, the decision as to the necessity of the additional service shall be made by the Utility, and if the additional service is installed, the total cost thereof from the water main to any premises shall be paid by the applicant.

All services must be installed in accordance with the Rules and Regulations of the Town as well as all By-laws of the Town of Lunenburg and all Federal and Provincial Legislation and Regulations, including without restricting the generality of the foregoing, the National Building Code and any applicable plumbing codes and shall be done to the satisfaction of the Utility.

When a service has been installed without objection from the customer as to the location of the same, no subsequent removal of or alteration to the position of the pipe shall be made except at the expense of the customer requesting such removal or alteration.

26. **REPAIRS TO SERVICES:** If a leak or other trouble occurs it shall be repaired as soon as possible. If the leak or trouble occurs in a service line providing non-fire protection water supplies between the main and the street line it shall be repaired by the Utility at its expense. If the leak or trouble occurs elsewhere in a service line providing non-fire protection water supplies, it shall be repaired by the customer at their expense.

If the leak or trouble occurs in a service line which provides private fire protection services (sprinkler or hydrant) it shall be repaired by the customer at his expense.

The Utility may make such repairs for any customer provided the customer agrees to pay the cost of same. When required, each customer desiring the Utility to do such work shall deposit with the Utility a sum equal to the estimated cost of the work.

If a leak occurs on the customer's portion of their service pipe and, after being notified of same, they refuse or unduly delay to have repairs made, the Utility may discontinue the supply of water to such service pipe if, in its opinion, such action is necessary in order to prevent wastage of water. The Utility shall notify the customer affected of its intention to discontinue such supply.

27. **DEPOSITS IN ADVANCE:** Whenever a customer requests the Utility to do work for which he/she is required to pay and the Utility agrees to do the work, he/she shall deposit with the Utility, before the work is started, a sum of money equal to 50% of the Utility's estimate of the probable cost of said work or execute an agreement to pay the actual cost. When the actual cost is determined, an adjustment in the payment shall be made. Regular service shall not be established by the Utility until all charges are paid in full. Installations shall be made in accordance with the Lunenburg Water Utility specifications and be subject to inspection by the Utility's Engineer for Utility's Employees prior to water service being made available.
28. **UNAUTHORIZED EXTENSIONS, ADDITIONS OR CONNECTIONS:** No person shall, without the written consent of the Utility, make or cause to be made any connections to any pipe or main or any part of the water system or in any way obtain or use water therefrom in any manner other than as set out in these Regulations. Any unauthorized connection shall be subject to removal by the Utility. The cost of the removal including labour and materials and an estimate of the water used together with a \$200 service charge shall be paid by those who made the unauthorized connection.
29. **SEASON FOR LAYING PIPES:** The Utility shall not be required to lay any pipe at any season of the year or at any time which, in its opinion, is not suitable.
30. **PRIVATE FIRE PROTECTION:** Fire protection lines within buildings shall be installed so that all pipes will be open and readily accessible for inspection at any time, and no connection for any purpose other than fire protection shall be made thereto. Unless approved by the Utility in writing, no fire protection line shall be connected in any way to a metered service. The Utility must be notified three weeks in advance by the property owner of any testing of the fire protection lines or sprinkler system or private hydrant, and the Utility may require the owner to pay for the insertion of an advertisement in a local newspaper notifying the public of such testing.
31. **LIABILITY OF UTILITY:** The Utility shall not be deemed to guarantee an uninterrupted supply or a sufficient or uniform pressure and shall not be liable for any damage or injury caused or done by reason of the interruption of supply, variation of pressure or on account of the turning off or turning on of the water for any purpose.
32. **INTERFERENCE WITH UTILITY PROPERTY:** No person, unless authorized by the Utility in writing, shall draw water from, open, close, cut, break, or in any way injure or interfere with any fire hydrant, water main, water pipe, or any property of the Utility or obstruct the free access to any hydrant, stop cock, meter, building, etc., provided, however, that nothing in this paragraph contained shall be deemed to prevent an officer or member of the Fire Department engaged in the work of such Department, from using any hydrant or other source of water supply designated by the Utility for fire protection purposes.
33. **SUSPENDING SERVICE FOR VIOLATION:** Whenever, in the opinion of the Utility,

violation of any of these Rules and Regulations is existing or has occurred, the Utility may cause the water service to be suspended from the premises where such violation has occurred or is existing and may keep the same so suspended until satisfied that the cause for such action has been removed.

34. **RESUMPTION OF SERVICE:** In all cases where water service has been suspended for violation of any of these rules, service shall not be restored until the cause for violation has been removed.
35. **SPRINKLER SERVICE MAINS AND HYDRANT SYSTEM:** The customer shall be responsible for the cost of installing and maintaining a sprinkler service pipe from the main in the street to the building. It shall include a proper size control valve so that the service may be shut off if necessary. If requested by the applicant, a domestic service pipe may be connected to the sprinkler service pipe, but only if it is connected outside the building foundation wall and is provided with an approved shutoff valve located outside the building to permit control of the domestic service pipe without the necessity to enter the building. Before any domestic service pipe is connected to a sprinkler service pipe, the applicant must obtain approval from the appropriate authority and provide the Utility with a certified copy of such approval. The Utility shall supervise the installation of same. When the private fire protection system includes private hydrants, these hydrants must be flushed during the Utility's regular flushing periods, under the supervision of the Utility's personnel. These hydrants shall be maintained in a manner, or on a regular basis as approved by the Utility. Fire protection lines within buildings shall be so installed that all pipes will be open and readily accessible for inspection at any time and no connection other than for fire protection shall be made thereto.

The location and spacing of hydrants in new construction shall be installed in accordance with the Lunenburg Water Utility specifications.

36. **PRESSURE REDUCING VALVES:** Where, in the opinion of the Utility, it is necessary for proper water service, a customer shall install on the service pipe, between the meter and the shut off valve on the customer's side of the meter, a pressure reducing valve of a type satisfactory to the Utility. The customer shall be responsible for the cost of installing and maintaining the pressure reducing valve at all time.
37. **PRESSURE RELIEF VALVES:** Whenever a pressure reducing valve has been installed by a customer in accordance with Regulation 36, the customer shall, for his own safety and protection, install on his hot water boiler and any other hot water heating device connected to the building's plumbing system, a pressure relief valve of an approved type, as well as an approved temperature limiting device. It shall be the customer's responsibility to maintain and keep in service the pressure relief valve at all times.
38. **THEFT OF SERVICE:** The Utility may charge and recover a penalty of \$100.00 in addition to applicable water charges for each illegal water connection if in the judgment of

the Utility it is warranted. This charge does not preclude any further action the Utility may take.

39. **WATER CONSERVATION DIRECTIVES:** The Utility may issue conservation of water directives to its customers, if in the opinion of the Utility, such directives are required to permit the Utility to provide reliable continuous water service to all customers served by the Utility. During such times as these directives are in force, customers who do not comply with the directives may have their water service suspended until such time as they agree to comply with the directive or upon suspension of the water conservation directive, whichever occurs first. Such customers shall be required to pay the Charge for Re-establishing Water Service as laid out in the approved Schedule of Rates for the Utility.

40. **EXTENSIONS:**

1. When the provisions of the Municipal Government Act and any Regulations or By-laws made thereunder apply, the Utility may, at the request of the subdivider or owner, accept any water line constructed in accordance with the Subdivision By-law and Subdivision Specifications or Regulations of the Town of Lunenburg or the Municipality of the District of Lunenburg without charge to the Utility or payment to the subdivider or owner, if:
 - a. Any approval of the Utility shall be subject to approval of the Nova Scotia Utility and Review Board (the Board). The Utility will make application to the Board after agreement has been received with the proponent. No work shall be undertaken until approval is received from the Board;
 - b. the Utility has made periodic inspections during construction;
 - c. the water line meets the standards and specifications of the Utility;
 - d. the water line had passed all test required by the Utility; and
 - e. the owner has tendered to the Utility a conveyance of the same together with an easement when the water line is not located on a public street of the Town.
2. Other Extensions –Upon request of the owner of any property situation on any street in which no water main has been laid, for the extension of the water service thereto, such extension shall be subject to payment of a capital contribution by or on behalf of the owner of the property.

The amount of the capital contribution shall be calculated as the total capital cost, less the portion thereof

- (a) Attributable to public fire protection;

- (b) Supported by municipal services and other grants; and
- (c) Shall be calculated as eight times the estimated revenue from service supplied through the extension during the first year of operation.

Where more than one owner will be served by the extension, the capital contribution share be apportioned equally between them.

The capital contribution shall be refundable to the extent that revenues in subsequent years increase above the initial estimate of first year revenues. Calculation of refunds shall be made annually up to and including the fifth year of operation of the extension. The refund shall be calculated as eight times the excess of the revenue derived from metered service supplied through the extension during the current year over the corresponding revenue for the previous year or, in the case of the first year's review, over the initial estimate of annual revenue. In no case, however, shall the sum of the refunds exceed the initial capital contribution.

Where this is more than one owner, the refunds shall be apportioned between all the owners or their assigns, in proportion to the capital contribution of each owner.

41. **CURB STOP/CONTROL VALVE SERVICE BOX:** The curb stop/control valve service box housing the customers control valve shall be exposed for access by the Utility at all times. The Utility requires all curb stop/control valve service boxes and/or valves to be fully exposed and adjusted to final landscape grade before the installation of a customer's water meter. Any adjustment of the service box or valve box is the responsibility of the customer.

The customer shall ensure the curb stop/control valve service box and/or the valve box is exposed at all times. In the event that the curb stop/control valve service box is buried, paved over, back-filled or damaged as a result of carelessness, willful obstruction or any other occurrence that, in the opinion of the Utility, results in the requirement for the Utility to expose, re-expose, adjust or repair the curb stop /control valve service box, it shall be at the customer's expense. The Utility may undertake such activities as it deems necessary to gain access to the premises curb stop/control valve service box without expense to the Utility. When such action is undertaken, the reinstatement of the road, right-of-way, driveway, sidewalk, curb or landscape will be charged back to the customer if such activity is undertaken by the Utility.

UNIVERSAL Water Metering Update

For the Town of Lunenburg



Presented by
G.A. Isenor Consulting Limited
and
Blaine S. Rooney Consulting Limited

background

Commercial:

- Water meters installed on commercial water customers.
- Meter readings are obtained quarterly in-person except for 3 large users
- Meter reading and maintenance is tedious and labor-intensive and not value-added activities for the Water Resource Operators.

Residential:

- There are no meters installed at residential water customers.
- Residents are billed a flat rate based on estimated average usage

Existing meter System

- 194 commercial meters in service
- Majority of commercial meters have exceeded their 20-year useful life. Meters slow down as they age which means that not all consumption is recorded.
- 1,153 residential customers are unmetered and billed on a flat rate regardless of water usage.

Estimated Water Usage

- Unmetered customers are estimated to use 50,000 imp. gallons (227 cubic metres) per year
- Low range of average residential consumption in metered systems is 26,000 imp. gallons (118 cubic metres) per year
- High range of average residential consumption in metered systems is 40,000 imp. gallons (182 cubic metres) per year

Proposed scope of work

1. Purchase Upgraded system hardware and software
2. Upgrade/Replace 198 Commercial Water Meters
3. Install 1,063 New Residential Water Meters
4. Lead time required to fully implement Universal Metering is estimated to be 3 years
5. Estimated Total Cost = \$1,300,000 from accumulated Depreciation Fund

Incremental Costs and Savings of metering

- Depreciation \$65,000 annually
- Meter Reading and Billing estimated \$25,000 annually
- Reduced consumption means more water available for new customers through densification
- Reduced consumption means less wastewater flow and reduced operating costs
- Universal metering will enable a water loss control program to be implemented as all consumption will be metered and can be measured against production.

Estimated IMPACT ON USER RATES

- Based on the current flat rate structure it appears that the residential customers are paying more than their fair share of the cost of providing water service
- Based on consumption from other areas that have installed meters it is estimated that the average unmetered residential customers would pay approximately \$25.00 less per quarter
- Commercial Customers would pay approximately 10% more
- All Customers would pay fairly for the water they use

|

Circulated: _____

Document No:
Meeting: April 12, 2022 Council
Circulate To: Council, BR, DH's, KR,
JG-Audit Committee
File: Budget 2021/22

MEMORANDUM

TO: TOWN COUNCIL

FROM: LISA DAGLEY, FINANCE DIRECTOR

DATE: MARCH 31, 2022

**RE: 2021/22 CAPITAL AND OPERATING VARIANCE REPORT –
TO FEBRUARY 28, 2022**

Please find enclosed the variance report to **February 28, 2022**. The period ending **February 28, 2022** represents 92% (11 months) of the fiscal year. Town General expenditures are at 90%.

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Operating Financial Statements Summary	Page 9
Deed Transfer Tax, Tax & Sewer Report, Parking Meter Revenue and Snow & Ice Control	Page 10
Grants to Organizations Information Update	Page 11


Acknowledged only by:

Kevin Malloy, Interim CAO

Encls.

Capital Status Report to February 28, 2022

Any comments in BOLD are changes from the previous report

TOWN	Project	Budget	YTD Actual	Under/(Over) Budget	DH
CCP	CCP-Municipal Planning Strategy, Land Use By-Law, Subdivision By-Law and Heritage By-Law Alignment <i>Comment:</i> The Municipal Planning Strategy, Land Use By-Law and Subdivision By-Law are complete and have been approved by the Province. The cost of which was \$33,275. The Heritage By-law work was awarded at the Dec.14/21 meeting at a cost of \$92,200.	\$122,200	\$39,471	\$82,729	AM
Annex	Annex Roof <i>Comment:</i> On Sept.14, 2021 Council deferred this project for this fiscal year.	\$26,000	\$0	\$26,000	PW
Town Hall	Tender Package Town Hall Exterior Restoration <i>Comment:</i> Project carried forward fully to fiscal 22-23. RFP Process is complete and purchase order has been issued, work to begin in April 2022. Parks Canada grant application submitted in Jan'22, have not yet received a response.	\$50,000	\$0	\$50,000	PW
Town Hall	Security System Upgrade <i>Comment:</i> Capital installation is complete due to slow vendor response still working to resolve some deficiencies.	\$10,000	\$10,446	(\$446)	PW
Town Hall	Retaining Wall <i>Comment:</i> Project completed, report received work is anticipated to take place in fiscal 23-24.	\$10,000	\$8,343	\$1,657	PW
Lunenburg Academy	South Side Handrail <i>Comment:</i> Lunenburg Academy Foundation is providing the funding for this item. The installation of the metal handrail on the south side entrance way of the Academy has been completed in August. 	\$15,000	\$0	\$15,000	AM/PW
Lunenburg Academy	Lunenburg Academy Foundation/Drain Tile Inspection & Tender Documents <i>Comment:</i> Lunenburg Academy Foundation is providing the funding for this item.	\$40,000	\$0	\$40,000	AM/PW
Environmental Development	Blockhouse Hill <i>Comment:</i> Property migration work is in process, with the necessary survey set to be completed by fiscal year end. Project carried forward into fiscal 22-23.	\$40,000	\$5,601	\$34,399	AM

Capital Status Report to February 28, 2022

Any comments in BOLD are changes from the previous report

TOWN	Project	Budget	YTD Actual	Under/(Over) Budget	DH
	<i>Wastewater Treatment</i> Bluenose Drive - Sewer Line <i>Comment:</i> RFQ closed Dec.17/21. This budget is for design work which is anticipated to be completed by year end. The construction phase of this project is to be undertaken in the 22-23.	\$15,000	\$4,140	\$10,860	PW
	<i>Wastewater Treatment</i> WWTP-Upgrade Rails and Catwalks in Aeration <i>Comment:</i> Project was carried over from 2020/21 fiscal year. Project is now complete.	\$30,000	\$30,807	(\$807)	PW
	<i>Wastewater Treatment</i> Catch Basin Repair -West Nova Parking Lot <i>Comment:</i> Project carried forward to fiscal 22-23 and will be undertaken in spring of 2022.	\$20,000	\$0	\$20,000	PW
	<i>Wastewater Treatment</i> CSK-05, Green Street, Knickle Road, Tannery Rd. <i>Comment:</i> Project carried forward to fiscal 22-23 and will be undertaken in spring of 2022.	\$60,000	\$0	\$60,000	PW
	<i>Wastewater Treatment</i> New Sewer Main on Archibald Street <i>Comment:</i> Project is complete.	\$50,000	\$24,136	\$25,864	PW
	<i>Wastewater Treatment</i> Upgrade Communication Systems to Pumping Stations <i>Comment:</i> Phase 1 of this project awarded in August 2021 and has recently been completed. Phase 2 of this project has been pre-approved by Council and will be executed in early 22-23.	\$40,000	\$33,544	\$6,456	PW
	<i>Wastewater Treatment</i> Waste Water-Voltage Reading Monitor at Pumping Stations <i>Comment:</i> Project is complete.	\$7,000	\$3,588	\$3,412	PW
	<i>Wastewater Treatment</i> Lift Stations Capital Pump Repairs <i>Comment:</i> Carry over from fiscal 20-21, Total budget of \$146,000 approved June 23, 2020, \$66,345 expensed in Fiscal 20-21. All necessary repairs completed included ones at Bluenose Drive and Brook Street Pump Stations.	\$79,655	\$12,080	\$67,575	PW
	<i>Wastewater Treatment</i> Raw Sludge Pumps (2) <i>Comment:</i> Carry over from fiscal 20-21, pumps have to be installed.	\$50,000	\$32,720	\$17,280	PW
	<i>Wastewater Treatment</i> Flowmeter Installation Program <i>Comment:</i> Apr13/21 Council Motion increased budget. Project complete.	\$66,000	\$69,235	(\$3,235)	PW

Capital Status Report to February 28, 2022

Any comments in BOLD are changes from the previous report

TOWN	Project	Budget	YTD Actual	Under/(Over) Budget	DH
	<i>Wastewater Treatment</i> Lift Stations Capital Pump Spares Comment: This project is completed.	\$45,000	\$33,523	\$11,477	PW
	<i>Wastewater Treatment</i> Salt Water Intrusion-Check Valve Installation Comment: Check valves ordered but not anticipated to be delivered until April 2022. Project has been carried forward to 22-23. PCAP funding of 50% received, have requested extension due to delivery delays.	\$105,000	\$0	\$105,000	PW
	<i>Wastewater Treatment</i> Lift Station Pressure Gauges Comment: This project is complete.	\$20,000	\$7,799	\$12,201	PW
	<i>Wastewater Treatment</i> Blower Replacements at WWTP - (3) Comment: The results of the pre-design study concluded that these blowers will not be part of the future plant. Funds reallocated to Flood Control Project at the plant at Jan.11/22 meeting. Will be completed in fiscal 22-23.	\$280,000	\$0	\$280,000	PW
	<i>Wastewater Treatment</i> Lift Station Overflow Meter Comment: Work complete for fiscal 21-22.	\$10,000	\$4,193	\$5,807	PW
	<i>Wastewater Treatment</i> Chemical Feed Pumps (2) Comment: Delivery expected middle of May 2022. As a result project has been carried forward to fiscal 22-23.	\$40,000	\$0	\$40,000	PW
	<i>Wastewater Treatment</i> WWTP-Compressor Overhaul Comment: This project was completed in August 2021.	\$5,000	\$4,076	\$924	PW
	<i>Wastewater Treatment</i> WWTP-Roof Top Air conditioner Comment: This project was completed in August 2021.	\$15,000	\$10,252	\$4,748	PW
	<i>Wastewater Treatment</i> WWTP - Improve Treatment Process Comment: Work carried out over fiscal year 20-21 & 21-22. Final report received by Council in August. Complete.	\$270,000	\$259,075	\$10,925	PW
	<i>Renewals - Sidewalks/Curbs</i> Tannery Road -Knickle to 97 Tannery Road (East) Comment: Land purchases currently in process.	\$55,000	\$16,737	\$38,263	PW

Capital Status Report to February 28, 2022

Any comments in BOLD are changes from the previous report

TOWN	Project	Budget	YTD Actual	Under/(Over) Budget	DH
	<i>Renewals - Sidewalks/Curbs</i> Tannery Road Seawall-Final Stage <i>Comment:</i> Budget for final stage of this multi-year project in 20-21 was \$70,000, there was \$57,536 expended in 20-21, remaining balance to complete project in 21-22. Project completed in Mar/22.	\$12,464	\$612	\$11,852	PW
	<i>Equipment-Trucks</i> Replacement for Chev 02 Salt Truck <i>Comment:</i> Dec.11/21 budget increased to \$202,000. Tender was reissued and awarded at the Mar.22/22 meeting with an anticipated delivery in Spring 2023.	\$175,000	\$0	\$175,000	PW
	<i>Equipment -Trucks</i> Replacement for 2002 F150 1/2 Ton <i>Comment:</i> Council approved \$1,350 budget increase Sept.14/21. Purchase order has been issued, due to supply chain issue delivery date is current unknown. Carried forward into fiscal 22-23.	\$36,350	\$0	\$36,350	PW
	<i>Equipment-Backhoe</i> Replacement for Cemetery Backhoe <i>Comment:</i> Backhoe was delivered in August 2021.	\$55,000	\$46,921	\$8,079	PW
	<i>Public Works Equipment</i> Trackless Plow Blade (90) <i>Comment:</i> Purchase is complete.	\$10,000	\$8,186	\$1,814	PW
	<i>Public Works Equipment</i> Salt Spreader Trackless (90) <i>Comment:</i> Purchase is complete.	\$10,000	\$8,338	\$1,662	PW
	<i>Public Works Equipment</i> Power Concrete Screed <i>Comment:</i> Purchase is complete.	\$3,200	\$2,711	\$489	PW
	<i>Public Works Equipment</i> Rods for Turning Machine (90) <i>Comment:</i> These have been ordered. Delivery anticipated before year end.	\$3,000	\$0	\$3,000	PW
	<i>Public Works Equipment</i> Concrete Forms <i>Comment:</i> These have been ordered. Delivery anticipated before year end.	\$5,000	\$0	\$5,000	PW
	<i>Public Works Equipment</i> Speed Radar Sign #2 <i>Comment:</i> Complete.	\$3,500	\$3,542	(\$42)	PW
	<i>Fire Department</i> Turnout Gear Dryer <i>Comment:</i> 100% funded by the Fire Department. Project Complete.	\$9,700	\$7,090	\$2,610	GM



Capital Status Report to February 28, 2022

Any comments in BOLD are changes from the previous report

TOWN	Project	Budget	YTD Actual	Under/(Over) Budget	DH
<i>Fire Department</i>	Concrete Apron Replacement (Area in front of bay doors at Fire Hall) <i>Comment:</i> Apron has been temporarily repaired for now. Designed and tender package completed. Work now anticipated to be deferred to 24-25.	\$55,000	\$11,722	\$43,278	GM
<i>Community Centre/Arena</i>	Arena Bathroom Renovations (plan/tender) <i>Comment:</i> Accessibility audit was completed on Nov.17/21.	\$10,000	\$1,600	\$8,400	KC
<i>Community Centre/Arena</i>	Skate Park -funding application <i>Comment:</i> Project is complete. Staff report Jan.11/22	\$60,000	\$59,522	\$478	KC
<i>Community Centre/Arena</i>	Floor Scrubber <i>Comment:</i> Floor scrubber has been purchased.	\$7,500	\$5,699	\$1,801	KC
<i>Arena</i>	Ice Resurfacer <i>Comment:</i> Ice resurfacer arrived in late April and now in use at the arena.	\$125,000	\$108,450	\$16,550	KC

Capital Status Report to February 28, 2022

Any comments in **BOLD are changes from the previous report**

WATER UTILITY	Project	Budget	YTD Actual	Under/(Over) Budget	DH
General					
	New Services <i>Comment:</i> As required.	\$10,000	\$13,046	(\$3,046)	PW
	Replacement Hydrants <i>Comment:</i> 2 hydrants have been installed. 1 more to be completed.	\$10,000	\$3,370	\$6,630	PW
	Replacement Meters <i>Comment:</i> Project is in planning phase.	\$43,000	\$1,616	\$41,384	PW
Distribution Mains					
	Water and Wastewater System & GIS Development (includes all underground infrastructure) <i>Comment:</i> Project was awarded to CBCL in January 2022. Project completion is targeted for June 30, 2022	\$62,500	\$6,415	\$56,085	PW
Building Improvements & Construction					
	Chlorinator <i>Comment:</i> RFP terms of reference needs to be prepared.	\$10,000	\$2,588	\$7,412	PW
	Dam and Spillway - Geotechnical, Downstream Channel Assessment and pre-design of Dam <i>Comment:</i> Complete. 	\$62,500	\$18,636	\$43,864	PW
	Detailed Design of Dam and downstream channel rehabilitation <i>Comment:</i> Engineering design to be completed by end of November. Complete. 	\$30,000	\$34,656	(\$4,656)	PW
	Repair Spillway Dares Lake <i>Comment:</i> Engineering will be fully completed by end of March 2022. The intents is to tender by mid April for construction in summer 2022.	\$275,000	\$0	\$275,000	PW
	Replacement of Raw Water Inlet to Pumphouse <i>Comment:</i> Project will be undertaken by Public Works, anticipated completion by end of fiscal year.	\$15,000	\$0	\$15,000	PW
	Electric Net Metering Assessment <i>Comment:</i> Report received in late March 2022.	\$5,000	\$0	\$5,000	PW

Capital Status Report to February 28, 2022

Any comments in **BOLD are changes from the previous report**

WATER UTILITY	Project	Budget	YTD Actual	Under/(Over) Budget	DH
	Armouries-Interior Renovations <i>Comment:</i> Public works to complete by March 31, 2022	\$10,000	\$8,170	\$1,830	PW
	Armouries-Yard Improvements <i>Comment:</i> Public works to complete by March 31, 2022	\$7,500	\$0	\$7,500	PW
Furniture & Equipment					
	Membrane Replacement <i>Comment:</i> In budget in case membranes start failing and require replacement. Not required this fiscal year.	\$155,000	\$0	\$155,000	PW
	Spare Raw Water supply Pump <i>Comment:</i> Purchase is complete.	\$9,500	\$10,038	(\$538)	PW
	Spare Siemens Free chlorine on Line Probe <i>Comment:</i> Purchase is complete.	\$3,100	\$3,189	-\$89	PW
	Spare HACH on Line Turbidimeter with Controller <i>Comment:</i> Purchase is complete.	\$6,000	\$5,747	\$253	PW
	Spare Gas Chlorinator Maintenance Kits and Spare Parts <i>Comment:</i> Purchase is complete.	\$6,000	\$6,260	(\$260)	PW
	Replacement of industrial hot water heater for mixing up Corrosion inhibitor <i>Comment:</i> Purchase is complete.	\$5,000	\$5,256	(\$256)	PW
	One Spare Effluent Pump <i>Comment:</i> Purchase is complete.	\$5,400	\$5,736	(\$336)	PW

Capital Status Report to February 28, 2022

Any comments in **BOLD are changes from the previous report**

ELECTRIC UTILITY	Project	Budget	YTD Actual	Under/(Over) Budget	DH
Structures					
	Capacitor Banks on Distribution System	\$480,000	\$67,112	\$412,888	LD
<i>Comment:</i> Carry over project. Cap Banks were installed and commissioned in September. Cost is anticipated to be \$100,000 with demand reduction benefit estimated to be \$250,000 annually.					
	Solar Assessment Study	\$16,800	\$88	\$16,712	LD
<i>Comment:</i> Report received in late March 2022.					
	Substation Recloser	\$47,000	\$0	\$47,000	LD
<i>Comment:</i> Determining requirements.					
Utility Line Work					
	Meters	\$10,000	\$876	\$9,124	LD
<i>Comment:</i> As required.					
	Overhead Conductors	\$187,500	\$111,714	\$75,786	LD
<i>Comment:</i> As required.					
	Poles & Fixtures	\$75,000	\$70,817	\$4,183	LD
<i>Comment:</i> As required.					
	Services	\$37,500	\$29,110	\$8,390	LD
<i>Comment:</i> As required.					
	Street Lighting	\$30,000	\$6,403	\$23,597	LD
<i>Comment:</i> As required.					
	Transformers - Line	\$105,000	\$135,136	(\$30,136)	LD
<i>Comment:</i> As required, higher than anticipated construction activity. Overage offset but savings in other capital budget categories.					
	LED Street Lighting Assessment	\$15,000	\$0	\$15,000	LD
<i>Comment:</i> Proposal awarded to Strum Engineering & Associates, completion date April 2022.					
	Distribution System Review	\$50,000	\$11,341	\$38,659	LD
<i>Comment:</i> Work awarded and is underway. Anticipated to be completed late March.					

Town of Lunenburg Operating Financial Statements

Monday, February 28, 2022

Summary Information

(YTD Pro-rated Budget =92%)

TOWN GENERAL

	YTD Actual	Budget	YTD 92% %		Balance	Year End Projection	% of Budget
Revenue							
Taxes	\$6,544,518	\$6,301,400	104%	1.	(\$243,118)	\$6,614,700	105%
Grants In Lieu Of Taxes	269,277	268,500	100%	2.	(777)	268,500	100%
Sale of Services	160,942	133,000	121%		(27,942)	141,200	106%
Sale of Service Arena/Community Centre	227,227	248,300	92%	3.	21,073	239,400	96%
Other Revenue/Own Sources	368,233	352,600	104%		(15,633)	386,300	110%
Unconditional Transfers/Other Gov'ts	87,610	50,100	175%		(37,510)	100,100	200%
Conditional Transfers/Fed or Prov Gov'ts	2,250	1,800	125%		(450)	1,800	100%
Conditional Transfers/Other Local Gov'ts	184,192	184,200	100%		8	172,200	93%
	<u>\$7,844,249</u>	<u>\$7,539,900</u>	<u>104%</u>		<u>(\$304,349)</u>	<u>\$7,924,200</u>	<u>105%</u>
Expenditures							
General Government Services	\$484,675	\$600,900	81%		\$116,225	\$513,900	86%
Protective Services	1,463,995	1,666,100	88%	4.	202,105	1,634,000	98%
Transportation Services	931,569	1,027,500	91%		95,931	1,071,500	104%
Environmental Health Services	1,193,468	1,407,000	85%		213,532	1,370,000	97%
Public Health Services - Cemetery	13,923	21,800	64%	5.	7,877	12,400	57%
Environmental Development	488,086	614,500	79%		126,414	545,500	89%
Recreation & Cultural Services	257,036	291,400	88%	6.	34,364	277,900	95%
Arena/Community Centre	438,967	507,300	87%		68,333	484,600	96%
Fiscal Services	1,478,179	1,403,400	105%		(74,779)	2,014,400	144%
	<u>\$6,749,898</u>	<u>\$7,539,900</u>	<u>90%</u>		<u>\$790,002</u>	<u>\$7,924,200</u>	<u>105%</u>
TOWN SURPLUS (DEFICIT) **	<u>\$1,094,351</u>	<u>\$ -</u>				<u>\$ -</u>	

****Please note expenditures occur over a 12 month period however the majority of revenue is received in two semi-annual tax billings. Revenue billed is at 104% and 90% of expenditures have occurred as of February 28, 2022.**

Legend:

1. Final property and sewer tax bills have been issued. While Deed Transfer Tax revenue for capital purposes is higher than anticipated it will be offset by additional transfers to reserves at year-end.
2. Have received 100% payment from the Province.
3. Arena revenues are seasonal, includes useage up to the end of February.
4. Includes four quarterly payments for RCMP.
5. Cemetery operational expenditures are seasonal.
6. Parks, Playgrounds and Fields expenditures are seasonal.

	YTD Actual	Budget	YTD 92% %		Balance	Year End Projection	% of Budget
WATER UTILITY							
Revenue	\$1,243,084	\$1,641,100	76%	1.	\$398,016	\$1,574,300	96%
Expenditures	\$1,253,066	\$1,641,100	76%		\$388,034	\$1,574,300	96%
WATER SURPLUS (DEFICIT)	<u>(\$9,982)</u>	<u>\$ -</u>				<u>\$ -</u>	

Legend:

1. Three quarterly billings issued. Next billing will be issued March 31, 2022.

	YTD Actual	Budget	YTD 92% %		Balance	Year End Projection	% of Budget
ELECTRIC UTILITY							
Revenue	\$6,051,858	\$6,764,100	89%	1.	\$712,242	\$6,728,500	99%
Expenditures	\$5,946,149	\$6,764,100	88%		\$817,951	\$6,728,500	99%
ELECTRIC SURPLUS (DEFICIT)	<u>\$105,709</u>	<u>\$ -</u>				<u>\$ -</u>	

Legend:

1. Electric consumption billings are seasonal in nature.

TOWN OF LUNENBURG ADDITIONAL FINANCIAL INFORMATION
February 28, 2022

DEED TRANSFER TAX REPORT

	Budget	This Month		Year to Date		Variance to Budget
		(#)	Amount	(#)	Amount	
Revenue this year						
Capital Purposes	\$175,000		\$33,900		\$434,210	248% (\$259,210)
Operating Purposes	\$80,000		\$16,950		\$113,091	141% (\$33,091)
	<u>\$255,000</u>	(4)	<u>\$50,850</u>	(88)	<u>\$547,301</u>	<u>(\$292,301)</u>

TAX AND SEWER CHARGES REPORT

OUTSTANDING PROPERTY & SEWER TAXES

	Balance 31-Mar-21	2021/22 Tax Billings	Collected To Date	Balance
2020/21 Taxes & Sewer and Prior	344,119	-	265,705	78,414
2021/22 Tax & Sewer billings	<u>(164,927)</u>	<u>6,010,598</u>	<u>5,685,494</u>	<u>160,177</u>
	179,192	6,010,598	5,951,199	238,591
Interest				25,909
Total Outstanding				<u>264,500</u>

(Prepayments for 2022/23 Tax & Sewer \$136,356)

PARKING METER REVENUE AND FINES

	Budget 2021/22	Actual to 28-Feb-22	Variance to Budget	% of Budget
Parking Meter Revenue	\$80,000	\$86,514	(\$6,514)	108.14%
Parking Meter Fines	1,000	1,220	(220)	121.97%
Court Fines	2,000	1,210	791	60.48%
Total	<u>\$83,000</u>	<u>\$88,943</u>	<u>(\$5,943)</u>	<u>107.16%</u>

SNOW AND ICE CONTROL

Public Works Labour & Salt Purchases

	Actual 2015/16	Actual 2016/17	Actual 2017/18	Actual 2018/19	Actual 2019/20	Actual 2020/21	Budget 2021/22	Actual to 28-Feb-22
April to October	2,091	1,132	724	1,858	3,085	0		49
November				1,050	27	264		0
December	409	6,793	3,418	3,789	4,212	4,492		5,771
January	13,062	6,613	6,215	4,359	9,224	823		6,004
February	12,005	17,514	7,410	15,631	8,854	13,237		18,116
March	4,132	11,383	7,430	15,217	1,736	4,545		0
Labour Cost	31,699	43,435	25,197	41,904	27,138	23,361	49,000	29,940
Salt Purchases	60,173	81,815	59,886	101,187	71,083	39,862	78,000	72,588
Contractors/Rentals/								
Electric (Salt Shed)	1,707	223	204	233	230	258	500	371
	<u>93,579</u>	<u>125,473</u>	<u>85,287</u>	<u>143,324</u>	<u>98,451</u>	<u>63,481</u>	<u>127,500</u>	<u>102,899</u>
% Budget Used							80.71%	
BUDGET VARIANCE UNDER (OVER)							\$24,601	

Grants 2021/22		
Status Update: February 28, 2022	Approved	
Account #01-2-19-5100	2021/22	2021/22 Notes
Bluenose 100 Committee <i>pre-approved Jan.28, 2020</i>	In-kind	Funds for the Bluenose 100 Committee of \$5,000 in the 2020/21 fiscal year and \$5,000 of in-kind Town Services for the 2021/22 fiscal year when the celebration events will take place.
Curl for a Cause	\$125	Annual event which supports Fishermen's Memorial Hospital
Fishermen's Memorial Hospital - Golf Tournament	\$100	Annual event which supports Fishermen's Memorial Hospital
Health Services Foundation of the South Shore	\$500	Raising funds for the purchase of a new bus for the Veteran's Unit at Fishermen's Memorial Hospital.
Lunenburg Community Christmas Dinner	\$115	The funds requested will cover the rental of the auditorium at the Town Fire Hall. (\$100 + HST)
Lunenburg County Lifestyle Centre	\$1,000	Municipal sponsorship towards hosting the 2021 Canadian Tire Para Hockey Cup Championships from December 4 to December 12, 2021. Event deferred due to Covid-19.
Lunenburg County Seniors' Safety Partnership Society <i>previously Safe Communities Lunenburg County</i>	\$1,275	Designed to address a range of seniors' safety issues, to mitigate risk, to reduce incidences of elder abuse, and to foster effective helping relationships between seniors and police.
Lunenburg Doc Fest Association	\$1,500	The Festival is planning a hybrid event, with all film programming taking place online while we will host in-person social events in the town, both free and ticketed. The group would put the Town of Lunenburg grant funds toward the programming, promotion and publicity.
Lunenburg Dog Park	\$1,000	The funds will be used to pay insurance costs and other yearly expenses. In-kind garbage collection.
Lunenburg Folk Harbour Society-Summer Concert Series	\$3,500	Funding to support a series of 15 free, outdoor concerts at the Bandstand in Lunenburg each Saturday from June 12 to Sept. 25
Lunenburg Folk Harbour Society-Festival Sponsorship	\$1,000	Funding for the 2021 Folk Harbour Festival, to be held in Lunenburg from August 6 to 8.
Lunenburg Grad Bursary	\$500	Bursary will be issued to a graduating high school student.
Nova Scotia Sea School	\$2,500	Phase 2 funding to assist in the structural long term repair and modification of the expedition vessels Dorothea and Elizabeth Hall. These 30' wooden sailboats, are over 20 years old and require improvements outside of regular maintenance to ensure they are meeting Transport Canada's Safety Regulations as commercial passenger vessels.
Royal Canadian Legion Branch 23	\$750	Funds to be used for Parade insurance cost, helping with the food for the meet and greet for all Nov11 guests. Purchasing items for the legion hall decorations, flags and posters.
Society of St. Vincent de Paul	\$1,000	Funds will be utilized for any individual of the Town of Lunenburg who demonstrates genuine need. The society assists individuals who need temporary help with basic needs.
VON-Lunenburg County	\$2,000	To assist with expenses associated with providing transportation for seniors and those with medical concerns. The service provides drives for medical appointments, provides weekly drives for residents for dialysis, weekly transportation to run errands. The transportation program also is used to delivery frozen meals to residents of the Town. All grant money received from the Town of Lunenburg will be used to offset the cost of the transportation program offered for residents of the Town.
2021-22 Grants Approved, June 8, 2021	\$16,865	
Lunenburg County Lifestyle Centre - Deferred to 2022-23	(\$1,000)	
Lunenburg Board of Trade-Holiday Celebrations - \$500 Cash Contribution	\$500	
NS Caregivers Association-CC Rental	\$720	
Dec.14/21 - The Burg Classic	\$421	
Balance available for additional requests	\$2,494	
	\$20,000	

Document No:
Meeting: Council Apr.12/22
Circulate
File:

MEMORANDUM

TO: TOWN COUNCIL

FROM: LISA KENDALL, ACTING TOWN ENGINEER

DATE: APRIL 5, 2022

RE: REQUEST FOR PROPOSALS AWARD – USED WHEEL LOADER

1. FACTS

The Used Wheel Loader Request for Proposals (RFP) closed on March 30, 2022. This report includes a recommendation for Town Council to approve this Tender.

2. ISSUES AND OPTIONS ANALYSIS

The Used Wheel Loader RFP includes the supply and delivery of a used wheel loader with bucket and plow attachments. The amount approved in the 2022/23 Capital Budget for the Dresser Loader (86) Replacement is \$225,000.

RFP Results

The following is a summary of the RFP prices submitted for the Used Wheel Loader, excluding HST.

Company	Year	Make and Model	RFP Price (excluding HST)
Atlantic Equipment	2020	LiuGong 835H	\$ 198,250
Toromont Cat	2014	Caterpillar 938K	\$ 200,000
Wilson Equipment Limited	2022	Komatsu WA200-8	\$ 219,000
Wolf Equipment	2019	Wolf WL: 300 Wheel Loader	\$ 126,000

All four (4) submissions meet the requirements of the RFP. The Komatsu loader submitted by Wilson Equipment Limited is the newest machine that was submitted and is a long-standing reputable brand in commercial use. The Komatsu loader is the smallest machine that was submitted and is the same size as the loader that we currently have. Therefore, the Komatsu is small enough to fit through the Town's narrow streets and corners, yet heavy enough to adequately plow snow on the Town's steep hills.

The plow attachments that come with the Komatsu are brand new and will arrive in November 2022. The Komatsu is equipped with telematics that allow for remote machine monitoring, comes with regular warranty until October 2024 which includes oil changes, etcetera, to be free of charge on site at the Armouries Building, and comes with powertrain warranty of 5 years/3000 hours. The Komatsu machine is currently available for delivery.

3. FINANCIAL IMPACT

The amount approved in the 2022/23 Capital Budget for the Dresser Loader (86) Replacement is \$225,000 including the net HST. The Komatsu loader tender price is \$228,500 including net HST.

Public Works is purchasing a half ton truck for the 2008 Van Replacement at a cost of \$30,000 including the net HST. The amount approved in the 2022/23 Capital Budget for the 2008 Van Replacement is \$40,000. Thus, the 2008 Van Replacement budget item is under budget by \$10,000, which will offset the additional \$3,500 required to purchase the Komatsu loader, without impacting the overall 2022/23 budget.

The 1986 Dresser Loader will be sold for surplus and the proceeds will be put in the Public Works Equipment Reserve for future department equipment needs.

4. STRATEGIC PLAN RELEVANCE

This project is part of the Servicing and Facilities Strategic Direction of the Town's Comprehensive Community Plan; a town where the long-term infrastructure needs of the community are made through strategic management and incremental, well-phased upgrades that are financially sustainable.

5. RECOMMENDATION AND DRAFT MOTION

It is recommended that Council approve the following draft motion:

Draft Motion:

Moved and seconded that the Used Wheel Loader RFP be awarded to Wilson Equipment Limited for the price of \$219,000 plus HST.

Acknowledged only by:

Kevin Mallow
Interim CAO

Document No:
Meeting: Coun April 12/22
Circulate
File:

MEMORANDUM

TO: TOWN COUNCIL

FROM: DEVIN CASARIO, ECONOMIC DEVELOPMENT AND FUNDING MANAGER

DATE: APRIL 6, 2022

RE: AMENDED FILM AGREEMENT – WASHINGTON BLACK

1. FACTS

Washington Black (“The Production”), a nine-part miniseries adapted from Esi Edugyan's novel of the same name, will be filming in Nova Scotia in late Spring of 2022. This is a major production, that will air on Hulu, and is being produced by 20th Television, which is owned by the Walt Disney Company. The series is being filmed at various locations in Nova Scotia as well as other locations throughout the world.

In early 2022, the interim CAO, as well as the Assistant Municipal Clerk and the Economic Development and Funding Manager met with Location Manager Gary Swim to discuss The Production filming in Lunenburg in late Spring of 2022, for approximately five weeks.

Shortly thereafter, Mr. Swim departed The Production and communications were picked up by Location Managers Andrew McInnes and Jason Van Houten. The Production’s legal team reviewed the Town of Lunenburg’s film guide and agreement and proposed amendments. Over the past few months negotiations over the proposed amendments have taken place between The Production and Economic Development and Funding Manager, with the interim CAO being apprised, when necessary, as well as targeted, supplemental legal review and additional language, when necessary, from the Town Solicitor.

After months of negotiations, the following substantive changes to the agreement between the Town of Lunenburg and The Production are Proposed:

(a) **Original** (Clause 6) located in the Location Agreement

6. The Producer agrees to hold the Town, its successors and assigns, all agents, contractors, employees and servants thereof harmless against any and all liability and loss which they may incur by reason of the death or injury of any person or damage to or destruction of any property resulting directly from any act or neglect or negligence of the Producer or by any agents, contractors, employees and servants of the Producer.

Changed to:

In consideration of the sum of \$10 paid by the Town to the Producer, and other good and valuable consideration, receipt whereof is hereby conclusively acknowledged, the Producer agrees to hold the Town, its successors and assigns, all agents, contractors, employees, and servants thereof harmless against any and all liability and loss which they may incur by reason of the death or injury of any person or damage to or destruction of any property resulting directly from any act or neglect or negligence of the Producer or by any agents, contractors, employees and servants of the Producer.

(b) **Original** (Clause 7) located in the Location Agreement

7. The Producer will at all times indemnify and save harmless the Town and its agents, contractors, employees and servants and all those for whom the Town may at law be responsible for and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the execution of this Agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder.

Changed to:

In consideration of the sum of \$10 paid by the Town to the Producer, and other good and valuable consideration, receipt whereof is hereby conclusively acknowledged, the Producer will at all times indemnify and save harmless the Town and its agents, contractors, employees, servants and all those whom the Town may at law be responsible for (collectively, the "Indemnitees") and against all actual and verifiable claims, demands, losses, actual and verifiable costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the execution of this Agreement and any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, excluding those solely caused by the gross negligence or intentional misconduct of the Town or its Indemnitees.

The following clauses are requested to be removed from the Location Agreement:

10 (c) include credit acknowledgement in the movie as follows: "Filmed on location at and with the assistance of the Town of Lunenburg, Nova Scotia"

10 (d) if possible, to facilitate a screening of the completed Production in the local area on the Production release date

The following clause has been requested to be added to the agreement, with additional language suggested by the Town Solicitor:

15. The Town shall not be entitled to enjoin, restrain, or interfere with the Producer's production, distribution, merchandising, advertising, publicizing, exhibiting or exploitation of the Production's or any of Producer's rights hereunder except with respect to the enforcement of the Town's rights under this agreement and provided that nothing in this clause shall prevent the enforcement of the rights of the Town under this agreement.

2. ISSUES AND OPTIONS ANALYSIS

Council has the following options available:

- (a) Accept the proposed changes to the film agreement
- (b) Reject the proposed changes to the film agreement

Risk Management

1. With the proposed changes to the film agreement, there are increased risks for the Town. The Town Solicitor can speak to these risks in detail at the April 12th Council meeting, as he will be present.
2. If Council rejects the proposed changes to the film agreement, the Town risks losing The Production and accompanying revenue. Further, the optics from any fall out could be damaging to the Town's reputation in securing future film and television productions.

3. FINANCIAL IMPACT

- (a) The Production plans to film in Lunenburg for up to five weeks (25 days), which equates to approximately \$25,000 in revenue for the Town along with potential additional revenues based on The Production's parking needs and/or other special requests to the Town.
- (b) Beneficial economic impact and spinoffs for local businesses including, but not limited to, restaurants, accommodations, and other businesses.

4. STRATEGIC PLAN RELEVANCE

Although there are no CCP action items specific to film production in Lunenburg, this opportunity for the Town is under the Economic Development portfolio. The Town has attracted many major productions over the past few years, bringing in additional revenues, as well as benefiting local businesses.

5. RECOMMENDATION AND DRAFT MOTION

1. It is recommended that Council approve the amended film agreement between the Town of Lunenburg and The Production.
2. it is recommended that the Town's current film policy and location agreement template is reviewed, updated, and amended as necessary by Town staff to be presented to Council in the near future for approval.

Motion: moved and seconded that Council approve the film agreement for Disney production "Washington Black" as amended.

Motion: moved and seconded that Town staff review, update, and amend as necessary the current film policy and location agreement template. Once the review is complete, staff will present and submit to Council for approval.

Attachments:

Attachment "A" – Amended, unsigned, proposed film agreement between the Town of Lunenburg and Washington Black ("The Production")

Acknowledged only by:

Kevin Malloy
Interim CAO



TOWN OF LUNENBURG FILM GUIDE

This film guide has been prepared to assist you with your next project in Lunenburg. Lunenburg has an abundance of diverse waterfront locations, historic properties with original architecture dating back to the 1700's, filming and production services, affordable accommodations, relaxing dining and extensive recreation diversions. We enjoy working with film, television and other creative industries and will assist in meeting all your production needs from electrical services to location scouting. Please let us know how we may be of assistance!

FOR INFORMATION AND FILMING ASSISTANCE PLEASE CONTACT:

FOR ADDITIONAL INFORMATION, PLEASE CONTACT:

Devin Casario, Economic Development and Funding
Manager

Town of Lunenburg

PO Box 129

119 Cumberland Street

Lunenburg, NS

B0J 2C0

Phone: (902)634-4410. ext. 232 Cell: (902) 523-3732

Fax: (902)634-4416

economicdev@townoflunenburg.ca

www.explorelunenburg.ca

TOWN OF LUNENBURG FILMING GUIDELINES

1. Permission for television, movie, music video, advertisement, etc. location filming (except for documentaries and news programs) on Town of Lunenburg (“Town”) streets or other property must be approved in advance by the Town.
2. Please contact the Town of all proposed film locations on Town streets, sidewalks, parks, buildings and all other municipal property at least seven working days in advance of filming. A **Location Filming and Parking Permit Application Form and Agreement** are enclosed for completion please.
3. Town residents and businesses affected by proposed filming must be notified in advance by the production company about the location and duration of all approved filming, including any approved changes to pedestrian and/or vehicular traffic, etc. and alternate arrangements made by the production company.
4. It is the production company’s responsibility to ensure minimum disruption to residents and businesses where filming occurs. The production company may be required to provide individual property owner and/or tenant with reasonable compensation for any disruption as determined by the Town.
5. The Town may require the production company to host a community information meeting before, during or following the production to address possible questions or concerns. The community has found that such information meetings are helpful to avoid any concerns.
6. All authorized production vehicles and equipment to be parked on Town streets and other properties must be issued and must display in their windshield a Town Parking Permit. The production company will submit a list of the vehicles, etc. in advance to the Town for which a Permit is required please.
7. Production vehicles must not block fire hydrants, driveways or other access ramps without the Town’s prior approval.
8. All aspects of filming operations and production must comply with relevant Municipal, Provincial and Federal legislation, regulations and Bylaws.
9. Production companies will restore filming locations at the end of each filming day, with the minimum amount of noise disruption in compliance with Town Bylaws and ensure that the area is returned to its original condition, unless other arrangements are approved by the Town in advance.
10. All production companies must provide a Certificate of Insurance for general comprehensive liability in the amount of \$10. Million adding the Town as an additional insured. Additional insurance coverage may be required depending on the nature of the filming. Lower levels of coverage may also be considered if there are reasonable reasons why the production company is unable to provide \$10. Million coverage.
11. Town personnel, RCMP, etc., may be required for traffic control, etc., for which the production company will be charged the applicable be rate. The Town may also approve

the production company arranging and paying for their own traffic control for which the Town must approve all traffic safety plans please.

12. Any authorized Town representatives may at any time require the production company to cease filming if there is a breach of any Location Filming, Music Video and/or other Parking Permit and/or Agreement condition(s) creating an unsafe or hazardous condition until it has been rectified
13. The production company must ensure their production crew, contractors, etc., work in a safe, courteous and professional manner during the production. Your understanding and cooperation are greatly appreciated!

LOCATION FILMING AND PARKING PERMIT APPLICATION FORM, PERMITS AND AGREEMENT

If you would like to film any Town of Lunenburg streets, sidewalks, parks, or other Town property or utilize Town property for production parking, please complete the attached Application Form for Town approval. You may also be required to enter into a Film Location Agreement with the Town.

LOCATION FILMING AND PARKING FEES

1. A location fee of \$1,000/day (\$500 per half day) plus HST between the hours of 7:00 a.m. - 10:00 p.m. for filming in or on any Town of Lunenburg property, e.g., streets, parks, buildings, etc., including preparation time required before and clean up time after said filming.
2. Each authorized production vehicle will be charged \$17.30/day (subject to annual NS CPI increases) plus HST for parking on approved Town property.
3. Please note that the Location Filming Agreement covers parking for production vehicles only, not crew vehicles. Your crew is responsible for finding legal parking unless prior arrangements are made with the Town.

Please note that all location fees received by the Town are used to construct and maintain **community playgrounds for our youth**. We appreciate your support!

INSURANCE AND OTHER DOCUMENTATION

1. A Certificate of Insurance may be required for all locations with the following requirements appearing on the Certificate:
 - a. **General Comprehensive Public Liability Insurance** in the amount of Ten Million Dollars (\$10,000,000.00) per incident;
 - b. the **Town of Lunenburg** named as an additional insured;
 - c. a **Cross Liability/Severability of Interest Clause** shall apply in respect to any claim or action brought against anyone Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate policy has been issued to each Insured. Any breach of a condition of the policy by an Insured shall not affect the protection given by the policy to any other Insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy; and
 - d. the Town of Lunenburg requires **30 days prior written notification of cancellation** of said Insurance policy which shall render all Film Location Agreements and Permits null and void unless equivalent replacement insurance is secured by the production company.
2. A shooting schedule.
3. A cast and crew list.

LETTER TO RESIDENTS/BUSINESSES

The Town may ask production companies to send via unaddressed mail a letter to Town residents and businesses giving advance notice of location filming, traffic and parking changes, and any other helpful information.

For properties that will be immediately impacted by filming, such letters of introduction will be hand delivered to the affected residents and businesses by the production company at least three days before filming to ensure they have adequate notice and reasonable questions and concerns can be addressed. On your production company letterhead please include your production company's location staff contact name and telephone number. Note that you are in the process of obtaining or have obtained permission to film in the Town of Lunenburg as the case may be.

You may also be required by Town Council to hold a public information meeting.

STREET SIGNS

Town approval is required to remove or replace Town street signs, e.g., street names, traffic signs, directional signs, etc. This work must be done by the Town Public Works Department and arranged by contacting the Town Engineer at 902-634-8992. The applicable Town labour and equipment charge-out rate will apply. You will be required to provide a Purchase Order number for your company in advance and complete a Town of Lunenburg Work Order Form for any authorized work.

PARKING METERS

Arrangements may be made to “bag” parking meters or obtain additional Town Parking Permits (see: fee above) if on-street parking requirements can be accommodated by the Town.

Parking Permits are issued by the Town of Lunenburg and must be placed in the window of each assigned production vehicle for the duration of the shoot.

To obtain **Location Parking Permits**, the Location Manager must submit to the Town of Lunenburg a completed Location Filming, Video Production and/or Parking Application Form (see: attached) which will be considered by the Town for inclusion in a possible Location Agreement (see: attached).

RCMP POLICE SERVICE

Parking and Traffic Safety Requirements

The RCMP Lunenburg Detachment will review all Film Location Permit Applications to ensure all traffic safety, parking and other police related matters have been satisfactorily addressed prior to the issuance of a Film Location Permit and/or Agreement. Production companies must comply with the conditions contained in these documents please.

Production companies may not impede the usual movement of motor vehicles and/or pedestrian traffic without the Town’s prior approval. Unless pre-authorized by the Town, traffic flow may not be held up for a period longer than three (3) minutes to complete a filming sequence. Traffic must completely clear before the next stoppage will be allowed. All Fire Department, Emergency Health Services, RCMP and other emergency vehicles must be given immediate access to or through a film location as required.

RCMP officers or traffic control may be required by the Town at the production company’s expense.

Use of Firearms and Explosive Devices and Special Effects

It will be the responsibility of the production company to obtain the RCMP's and any other regulatory authority approval prior to using any firearms or explosive devices or conducting any potentially dangerous vehicle stunts or special effects.

Permits for the use of firearms must be obtained. Inquiries regarding firearms permits, police services, etc. may be made by contacting the RCMP at 902-634-8674.

Paid Duty Officers

Charge out rates for RCMP officers, as required, will apply.

HELICOPTER AND DRONE FILMING

Prior approval must be obtained for helicopter and drone filming involving landings, take-offs and/or flying at altitudes less than 1,000 feet in the Town of Lunenburg.

Helicopter and drone companies engaged by authorized production companies must also obtain insurance with the following requirements appearing on the certificate of insurance provided to the Town of Lunenburg:

1. General Comprehensive Public Liability insurance of \$20. Million per incident;
2. the Town will be added to the insurance policy as an additional insured with proof by a Certificate of Insurance; and
3. a Cross Liability/Severability of Interest Clause.

The helicopter, etc. and film production companies are responsible for making the necessary arrangements with Transport Canada, etc., for flights in accordance with the altitudes and distances required by Federal legislation and regulation which shall be copied to the Town. Town authorization is also required including acceptable arrangements for take-off and landing sites.

CONCLUSION

We hope this film guide has been helpful and would be pleased to assist with your film project in Lunenburg. We welcome your suggestions and requests to ensure your successful production.

TOWN OF LUNENBURG FILM LOCATION AND PARKING PERMIT APPLICATION FORM

The following information is required *prior* to a Lunenburg Film Location and/or Parking Permit and/or Agreement being issued for your production. Please submit your completed Application Form to the contact information on page one and if you should need assistance completing it.

Application Date: _____

Production Working Title: _____

Type: _____ Feature Film _____ TV Movie/Network _____ TV Series/Network
 _____ Advertisement _____ Documentary _____ Music Video _____ Other

Production Company: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Producer: _____

Director: _____

Production Manager: _____

Location Manager: _____

Assistant Location Manager: _____

Location Office: _____

Cell Phone Number: _____

Email: _____

Lunenburg Start Date: Pre-production: _____ Camera: _____

Completion Date: Camera: _____ Wrap-up: _____

Budget Information: Please indicate whether Cdn or US Funds

Total Budget: \$ _____ Cdn/US Lunenburg Budget: \$ _____ Cdn/US

Please indicate country of origin of your production:

_____ Cdn _____ US _____ CDN/US Co-Venture Other (please indicate)

Provide a written description and sketch of proposed Town filming locations.

- Camera/dolly track/equipment on N/S/E/W's sidewalk and/or curb lane
- Picture vehicle () pull up/pull away shot under supervision
- With normal traffic flow
- Traveling shot on _____ Camera in car _____ Involving tow rig
- Intermittent traffic stoppages on _____
- SPFX gunfire (blanks, squibs, etc.)
- All accesses/deliveries/traffic to be maintained
- Residents/Businesses to be notified (please attach your letter of notification)

Parking requirements: Provide a written description and sketch of your parking requirements.

Principal Cast (please list):

Please attach a copy of your script, shooting schedule and crew list. Thank you!

TOWN OF LUNENBURG USE ONLY

APPLICATION RECEIVED BY: _____ APPLICATION APPROVED

BY TOWN: _____

APPLICATION DENIED BY TOWN: _____

TOWN FILM LOCATIONS AGREEMENT REQUIRED: _____

LOCATION AGREEMENT

THIS LOCATION AGREEMENT made this _____ day of _____, _____.
(day) (month) (year)

BETWEEN:

_____, a body corporate incorporated under the laws of

- and -

TOWN OF LUNENBURG, a municipal body corporate

1. Permission is hereby granted by the Town of Lunenburg (hereinafter referred to as the "Town") to _____ its officers, agents, employees or representatives (hereinafter collectively referred to as "Producer") to enter, use, and by means of film, tape, or any other method, to photograph the Town property including the exteriors of all buildings, improvements, and structures thereon and the interior of the _____ only as specifically described in Schedule "A" attached and in accordance with the said Schedule, hereinafter referred to as the "Property", in connection with the production of scenes for _____ (hereinafter referred to as the "Production") said permission includes the right to bring and utilize thereon personnel, personal property, materials and equipment, including but not limited to props and temporary sets, the right to make mention of the Property within the context of the storyline of such Production, and the right to exhibit any and such film and recordings at and of the Property throughout the world in perpetuity and in all media now known or unknown, but only in relation to and in connection with this Production under the working title " _____ " in a manner that is inoffensive to the Town as set out in Schedule "A" and subject to all other terms and conditions in the Town of Lunenburg Film Guide. All rights of every kind in and to all photographs and sound recordings made hereunder in connection with use of the Property by Producer (the "Footage") shall be and remain the sole and exclusive property of Producer. However, this Location Agreement (hereinafter referred to as the "Agreement") does not permit the Producer to use any logo or symbol owned by the Town to any greater extent than in the Production contemplated hereby and any promotional material related thereto and gives no patent or copyright in anything so filmed, recorded or taped or any particular representation thereof.
2. Traffic may only be held for a maximum of three minute intervals by the Producer and Town at each authorized filming location where traffic stoppage is required as per the attached Schedules. The Town reserves the right to alter such intervals as deemed necessary.

3. Permission is also granted by the Town to park authorized Production vehicles on Town property as set forth in Schedule "B" at such rate as described therein. An additional fee will be levied for all street parking used by Production vehicles or which is unavailable for use at metered parking spots due to the Production based on the daily rate as set out in Schedule "B".
4. The above permission is granted for the period described in Schedule "A" attached and commencing on _____ and shall continue until completion of all scenes and work required but ending no later than _____. The permission herein granted shall include permission to re-enter the Property for the purpose of making added scenes and retakes after _____, at the rate set forth below in section 3 of this Agreement on a pro-rata basis and subject to availability as determined by the Town. The permission granted is only in accordance with the Production schedule attached as Schedule "C" and only in relation to Town-owned property.
5. In full consideration of the above, the Producer will pay the Town one-half of the sums as set out in Schedule "_____" attached, plus all applicable taxes (including H.S.T.) by _____. The balance of the location fee shall be paid by _____, subject to interest at 18% per annum. A per diem for all filming after _____, shall be paid by _____.
6. In consideration of the sum of \$10 paid by the Town to the Producer, and other good and valuable consideration, receipt whereof is hereby conclusively acknowledged, the Producer agrees to hold the Town, its successors and assigns, all agents, contractors, employees, and servants thereof harmless against any and all liability and loss which they may incur by reason of the death or injury of any person or damage to or destruction of any property resulting directly from any act or neglect or negligence of the Producer or by any agents, contractors, employees and servants of the Producer.
7. In consideration of the sum of \$10 paid by the Town to the Producer, and other good and valuable consideration, receipt whereof is hereby conclusively acknowledged, the Producer will at all times indemnify and save harmless the Town and its agents, contractors, employees, servants and all those whom the Town may at law be responsible for (collectively, the "Indemnitees") and against all actual and verifiable claims, demands, losses, actual and verifiable costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the execution of this Agreement and any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, excluding those solely caused by the gross negligence or intentional misconduct of the Town or its Indemnitees.
8. The Producer will have no claim or demand against the Town, any of its agents, contractors, employees and servants or those for whom the Town may at law be responsible, for detriment, damage, accident or injury of any nature whatsoever or howsoever caused to the land or to any person or property thereon.

9. The Producer will, at its own expense, obtain and maintain comprehensive general liability insurance of a minimum of Ten Million Dollars (\$10,000,000.00) per incident throughout the term of this Agreement. The Producer will supply to the Town a Certificate of Insurance indicating proof that it has obtained said general liability insurance on or before _____ prior to any Production set-up. Such insurance will provide that the Producer and the Town as additional insureds are indemnified against all legal liability arising from the death of or injury to any person as well as the loss of or damage to any property, arising out of, related to, occasioned by or attributable to the execution of this Agreement or any action taken, or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder (including, without restricting the foregoing, anything arising out of the work the Producer shall be doing in relation to the said Production). Such insurance will provide that in the event of the death of or injury to an employee of one of the insureds named therein by an event for which the other insured named therein is or may be liable, such insurance will indemnify the insured against whom the claim is made or may be made in the same manner as if separate policies had been issued to each named insured. Such insurance will provide for cross liability, that the insurance shall indemnify each insured in the same manner as though separate policies were issued in respect of any action brought against any of the named insured by anyone or two of the other named insureds without any rights to cross claim or subrogate against the Town.

10. The Producer agrees to:
 - a. obtain the prior written consent of the Town prior to making any modifications, removals or changes of any nature to the Property, not to be unreasonably withheld or delayed;
 - b. repair, return to the original condition, or replace, to the satisfaction of the Town any damage, change or removals from the Property;
 - c. provide residents and businesses in affected areas with three-days prior written notification of filming locations, schedules and traffic routes;
 - d. ensure vehicular and pedestrian access to residences and businesses will not be impeded;
 - e. ensure production vehicles will be parked in such places as shall be approved by the Town; and
 - f. host a public information meeting before, during and/or after the Production as determined by the Town in consultation with the Producer to address any public questions and concerns.

11. An inspection will occur after removal of all Production equipment and personnel from each location site. The inspection will be done by a representative of the Town and a representative of the Producer.
12. The Schedules attached hereto may be amended from time to time by written agreement of the Parties and any additional Schedules may be included which are mutually agreed to by the Parties.
13. This Agreement is not assignable by the Producer, but the rights for exhibition pursuant to section 1 herein are fully assignable.
14. The Parties agree that no partnership, joint venture or agency relationship is created by this Agreement.
15. The Town shall not be entitled to enjoin, restrain, or interfere with the Producer's production, distribution, merchandising, advertising, publicizing, exhibiting or exploitation of the Production's or any of Producer's rights hereunder except with respect to the enforcement of the Town's rights under this agreement and provided that nothing in this clause shall prevent the enforcement of the rights of the Town under this agreement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed with their corporate seal affixed and identified by their duly authorized officers the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

	(Producer)
_____	Per: _____
(witness)	
_____	Per: _____
(witness)	
	Town of Lunenburg
_____	Per: _____
(witness)	
_____	Per: _____
(witness)	

Report to Council

Re: Conveyance from Her Majesty the Queen

Confidential

March 23, 2022

1. The Town has a pumping station off Brook Street extension.
2. The Town recently obtained a Local Act of the Legislature vesting title in the Town of the property at 17 Tannery Road. That property has a “neck” of land extending a short distance toward the pumping station.
3. It is believed that the Town considered that it owned the intervening strip of land (and it is believed that a Town sewer line is contained within the bounds of that strip of land).

See Becker Plan attached hereto as **Schedule A**.

4. Attached as **Schedule B** is a copy of a plan of 17 Tannery Road showing the neck of land associated therewith.
5. Peter Berrigan did a Plan in 2016 showing property of Her Majesty the Queen in Right of Canada. (Presumably this was on the basis of it being the bounds of the Harbour actively utilized in 1867).

See highlighted portion of property on this Plan identified as Parcel 2016-3 – on **Schedule C**.

6. The Federal Department of Transport is prepared to convey this to the Town for \$1.00. [See Agreement attached hereto as **Schedule D**].
7. It is noted that:
 - a. The Crown is claiming that it owns other lands up to Falkland Street (which includes lands previously sold by the Town to Powers Bros Ltd., now owned by AGL Group Holdings Ltd.).
 - b. The Crown will be migrating title to the property described as Parcel 2016-3 (referred to above).

Burke, Macdonald & Luczak has not attempted to determine whether the lands in question were actually used as a Harbour in 1867, (thereby causing it to fall under Federal rather than Provincial jurisdiction) and this would not ordinarily be part of the process in examining title under the Land Registration System. If the Town wishes to examine this issue, an expert’s report should be requested and a constitutional lawyer may need to be engaged.

- c. The Survey Plan was prepared by Peter Berrigan for Her Majesty the Queen. As there is no privity of contract between the Town and Mr. Berrigan with respect to this plan, he would not be liable to the Town if he incorrectly showed the ordinary high-water mark. If this is a concern of the Town, it should obtain its own survey of the property prior to closing.

d. There are environmental clauses in the Agreement – clauses 2, 3, and 4 which are as follows:

- (2) Lunenburg agrees to accept the lands "as is", in its present environmental state as of the date of this Agreement without recourse against Her Majesty and that no assessment is required.
- (3) Lunenburg does hereby release Her Majesty and Her Majesty's agents and employees from all claims, demands, actions or causes of action that Lunenburg ever had or may hereafter have as a result of the purchase of the Lands in its present environmental state.
- (4) Her Majesty makes no representations or warranties expressed or implied as to the environmental suitability of the Lands for any use or purpose, other than the use at the date of this Agreement.

After a request from the undersigned, the Federal Solicitor has said:

“Unfortunately, there is no interest from Transport Canada in removing such clauses.

From our perspective, the circumstances of this transaction warrant the inclusion of the clauses.

First of all, Transport Canada was not planning to dispose of these lands and the request from the Town is for a conveyance at nominal value which is possible when the Town agrees to take the lands for a public purpose. Otherwise, Treasury Board would require Transport Canada to charge full market value.

Transport Canada has not requisitioned an environmental site assessment for the property and does not know the environmental condition of the property.

While Transport Canada has title to the lands by virtue of their original location in the federal public harbour, Transport Canada may not have been responsible for the infill.

Finally, I understand that the lands are already occupied by the Town. Perhaps I am incorrect in this particular assumption.

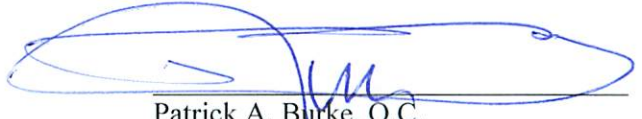
Many factors come into play in our decision to include clauses 2 to 4. Please advise if you have further concerns regarding the proposed transaction”.

The Town had some information years ago that the area infilled by the Lunenburg Foundry contained certain environmental contamination. [Marc Belliveau, the former Town Engineer had a copy of an Environmental Report]. Whether this extended to this strip being acquired by the town is unknown by the undersigned.

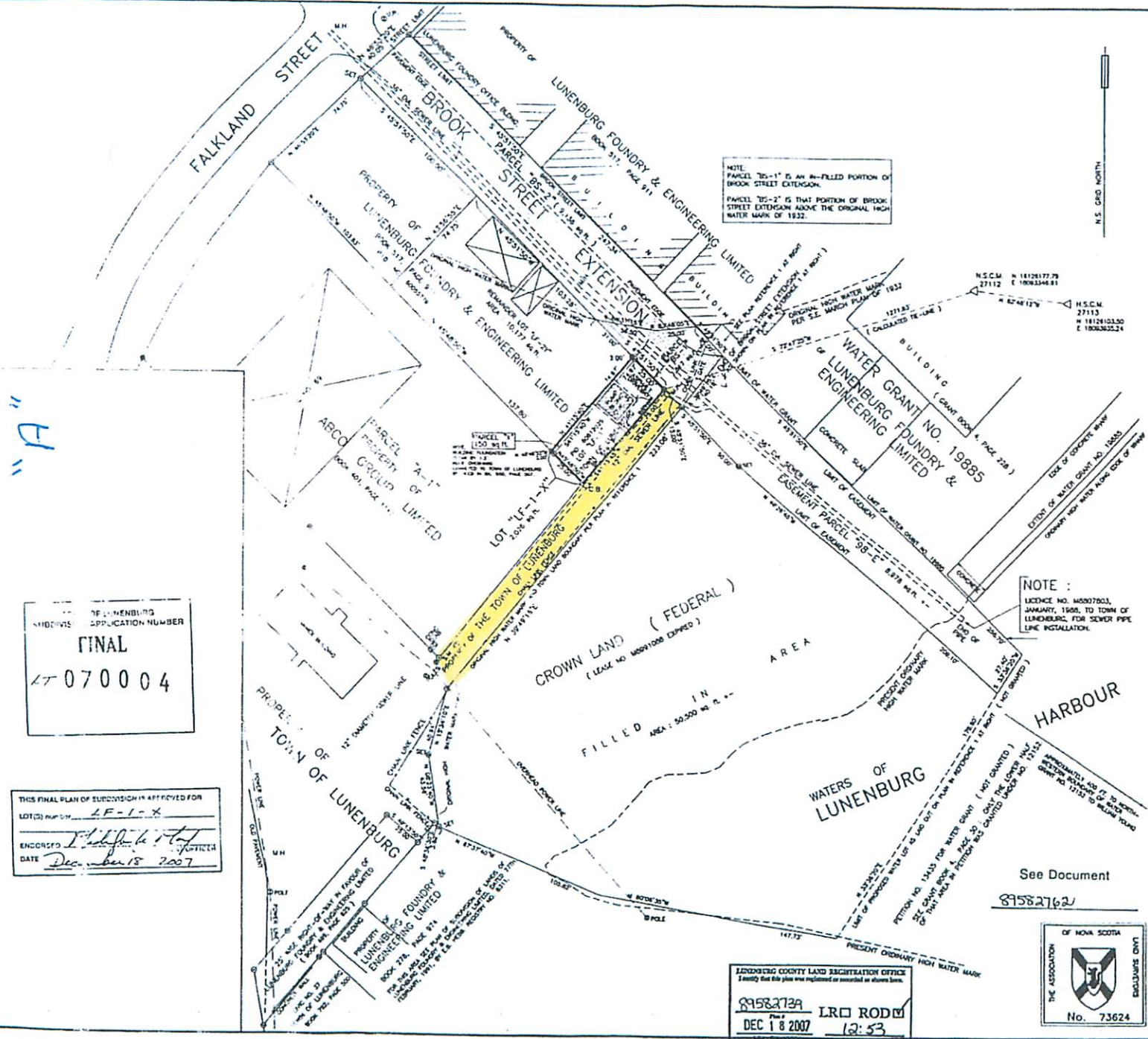
The Town should determine whether it wishes to have an environmental assessment of the property before acquiring same. [If it is contaminated, the cost of cleanup could be substantial].

Attached are Motions for consideration of Council.

All of which is respectfully submitted.

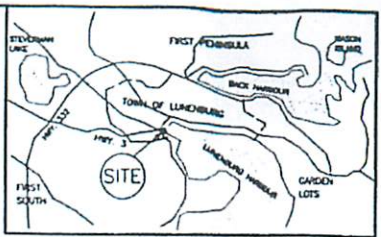
A handwritten signature in blue ink, consisting of a large, sweeping loop on the left and a series of smaller, connected strokes on the right, positioned above a horizontal line.

Patrick A. Burke, Q.C.
Town Solicitor



NOTE:
 PARCEL 'TS-1' IS AN 80'-FILLED PORTION OF BROOK STREET EXTENSION.
 PARCEL 'TS-2' IS THAT PORTION OF BROOK STREET EXTENSION ABOVE THE ORIGINAL HIGH WATER MARK OF 1932.

NOTE:
 LICENSE NO. M4097603, JANUARY, 1968, TO TOWN OF LUNENBURG, FOR SEWER PIPE LINE INSTALLATION.



KEY PLAN
 TOPOGRAPHIC MAP NO. 21 A B SCALE 1 / 50,000
 BEARINGS SHOWN ON THIS PLAN

N.S. GRID (03 DEGREE MODIFIED TRANSVERSE MERCATOR PROJECTION, CENTRAL MERIDIAN 84 DEGREES, 30 MINUTES WEST 3), AND WERE DERIVED FROM OBSERVATIONS ON N.S. CO-ORDINATE MONUMENTS NOS. 27112 AND 27113. 1978 ADJUSTMENT.

FIELD SURVEYS CARRIED OUT 12TH OCT. 2007.
 VALUES SHOWN ARE UNADJUSTED.
 SCALE FACTOR NOT APPLIED.

- PLAN REFERENCES:
1. PLAN SHOWING PROPOSED WATER LOT LEASE IN LUNENBURG HARBOUR, TO THE TOWN OF LUNENBURG, DATED 19TH JUNE, 1987, BY E. HEIN.
 2. PLAN OF SURVEY OF LAND BEING CONVEYED BY THE TOWN OF LUNENBURG TO POWERS BROS. LTD., DATED 14TH MAY, 1982, BY O.H. MANUEL, FILED AT PLAN NO. P-607, REGISTRY OF DEEDS, BROOKWATER.
 3. PLAN OF SURVEY SHOWING PARCEL 'A-1', PROPERTY OF ARCO GROUP LIMITED, DATED 18TH SEPTEMBER, 1987, BY R. BECKER.
 4. PLAN OF LAND BEING CONVEYED BY THE TOWN OF LUNENBURG TO LUNENBURG FOUNDRY & ENGINEERING LTD., DATED 14TH MAY, 1982, BY O.H. MANUEL.
 5. PLAN OF SURVEY OF BROOK STREET, CA. 1878, BY E.H. SOLDON.
 6. FEDERAL DEPARTMENT OF TRANSPORT PLAN OF LUNENBURG HARBOUR, DATED 10TH DECEMBER, 1970.
 7. PLAN OF SURVEY SHOWING PARCEL 'C', LAKES OF LUNENBURG FOUNDRY AND ENGINEERING LIMITED, DATED 13TH MAY, 2004, BY R.C. BECKER.

- LEGEND:
- ⊙ S.M. SURVEY MARKER (IRON BAR WITH IDENTIFICATION CAP)
 - ⊙ I.B. IRON BAR
 - ⊙ W.P. WOOD POST
 - FENCE
 - FD. FOUND
 - U.P. UTILITY POLE
 - R. RADIUS OF CURVE
 - A. ARC OF CURVE
 - P.C. POINT OF CURVATURE
 - M.H. MAN-HOLE
 - ⊙ R.P. ROCK POST
 - I.P. IRON PIPE
 - △ T.P. TRANSVERSE POINT
 - △ N.S.C.M. NOVA SCOTIA CO-ORDINATE MONUMENT
 - BOUNDARY DEALT WITH BY THIS PLAN
 - (C) CALCULATED
 - (M) MEASURED
 - (P) PLAN
 - C.B. CATCH BASIN

SURVEYOR'S CERTIFICATE:
 I, ROBERT C. BECKER, NOVA SCOTIA LAND SURVEYOR, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAN WAS CONDUCTED UNDER MY SUPERVISION, AND THAT THE SURVEY AND PLAN WERE MADE IN ACCORDANCE WITH THE NOVA SCOTIA LAND SURVEYORS' ACT, AND THE REGULATIONS MADE THEREUNDER.
 DATED THIS 12TH DAY OF OCTOBER, 2007.
Robert C. Becker
 N.S.L.S.



PLAN OF SUBMISSION SHOWING CONSOLIDATION OF PARCEL 'X' & LOT 'LF-1-X', TO FORM LOT 'LF-1-X', LANDS OF THE TOWN OF LUNENBURG, BROOK STREET EXTENSION, TOWN OF LUNENBURG, LUNENBURG COUNTY, NOVA SCOTIA.

PARCEL 'X' (P.L.S. NO. 808323X) TO BE ADDED TO LOT 'LF-1-X' (P.L.S. NO. 808323X) TO CREATE LOT 'LF-1-X'. NET AREA: 3,288 SQ.FT.

NOVA SCOTIA
 TOWN OF LUNENBURG
 APPLICATION NUMBER
FINAL
 LT 070004

THIS FINAL PLAN OF SUBMISSION IS APPROVED FOR LOT(S) NUMBER: **LF-1-X**
 ENDORSED: *[Signature]*
 DATE: **December 18 2007**

LUNENBURG COUNTY LAND REGISTRATION OFFICE
 I certify that this plan was registered as recorded on above form.
89582739 L.R. RODRIGUEZ
 DEC 18 2007 12:53



R.C. BECKER SURVEYORS LIMITED P.O. BOX 500, BROOKWATER, N.S.			
SCALE	1" = 40'	REVISION	BY
DATE	07-10-12		
OWN	R.C.B.		
PLAN			
FILE			
TOWN OF LUNENBURG 071019P			

" D "

PURCHASE AND SALE AGREEMENT

**Her Majesty the Queen in Right of Canada as represented
by the Minister of Transport
(referred to as "Her Majesty")**

- and -

**The Town of Lunenburg, a municipality in the County of
Lunenburg and Province of Nova Scotia, incorporated under the
Municipal Government Act, SNS 1998, c 18
(hereinafter referred to as "Lunenburg")**

WHEREAS Her Majesty is the owner of Parcel 2016-3, as shown on PWGSC Plan S-6003-W, more particularly identified as PID 60722360 (referred to as the "Lands"), and further shown in Schedule "A" hereto attached;

WHEREAS Her Majesty has agreed to transfer ownership of the Lands in fee simple to Lunenburg for a Public Purpose, namely to facilitate the operation of a sewer pipeline;

NOW THEREFORE this Agreement witnesseth that in consideration of the sum of One dollar (\$1.00) of lawful money of Canada paid by Lunenburg to Her Majesty and in further consideration of the terms and conditions set out in this Agreement the parties hereto and each of them covenant and agree, the one with the other, as follows:

- (1) The price for the Lands is **One Dollar (\$1.00)**, exclusive of Harmonized Sales Tax (HST) (the "Purchase Price"). Lunenburg hereby agrees to pay to Her Majesty any HST as may be required by law and, in the case where Lunenburg is required to remit the HST directly to the Canada Revenue Agency, to provide Her Majesty with evidence of Lunenburg's registration pursuant to the said Act and evidence of such payment.
- (2) Lunenburg agrees to accept the lands "as is", in its present environmental state as of the date of this Agreement without recourse against Her Majesty and that no assessment is required.
- (3) Lunenburg does hereby release Her Majesty and Her Majesty's agents and employees from all claims, demands, actions or causes of action that Lunenburg ever had or may hereafter have as a result of the purchase of the Lands in its present environmental state.
- (4) Her Majesty makes no representations or warranties expressed or implied as to the environmental suitability of the Lands for any use or purpose, other than the use at the date of this Agreement.
- (5) Her Majesty, at the expense of Her Majesty, shall have 20 calendar days from the date of this Agreement to migrate the title of the Lands to the parcel-based Land Registration System. Her Majesty shall notify Lunenburg, as soon as practical, that the Lands have been migrated to the Land Registration System. After notification, or if the Lands have already been migrated, Lunenburg is allowed 5 calendar days to investigate the title to the Lands which Lunenburg shall do at Lunenburg's expense. If within that time frame any valid objection to title is made, in writing, to Her Majesty and which Her Majesty is unable or unwilling to remove and which Lunenburg will not waive, this agreement shall be void, each party responsible for their own expenses. Save as to any valid objections made within such time Lunenburg shall be conclusively deemed to have accepted Her Majesty's title to the Lands.

- (6) Pursuant to the *Payment in lieu of Taxes Act*, Her Majesty shall pay all payments-in-lieu of taxes up to and including the date of transfer of the Lands to Lunenburg.
- (7) Notices required under the Agreement constituted by such acceptance, shall be in writing and shall be given by delivering same or mailing same by mail to Lunenburg or Lunenburg's agent at the address herein and if delivered, be deemed to have been received by Lunenburg at the time of delivery and if mailed shall be deemed to have been received by Lunenburg on the sixth (6th) day after the posting thereof.
- (8) Lunenburg hereby declares that it has inspected the Lands or caused it to be inspected on its behalf and has entered into this Agreement in reliance on such inspection and not in reliance on any representation, whether oral, written, or implied, by whosoever made. Lunenburg agrees to accept possession of the Lands in its condition existing at the date this Agreement is made. This Agreement contains the entire understanding between the parties and there is no warranty, collateral agreement, condition or representation affecting the Lands or this Agreement.
- (9) The Agreement shall be completed on or before the 29th day of April, 2022, hereinafter referred to as the "Closing Date". The purchase price, subject to adjustments if required, shall be paid by certified cheque made payable to the Receiver General for Canada on the Closing Date. Any tender of documents or money may be made on Lunenburg or Her Majesty or on the solicitor for either party. The type of instrument which will be used as the Crown grant for the Lands shall be determined by the Minister of Justice and it shall be prepared by Her Majesty and delivered upon receipt of the above balance of monies.
- (10) If, on the Closing Date, Her Majesty is for any reason beyond Her control unable to grant or convey the interest in the Lands, this Agreement shall terminate and Lunenburg shall have no claim against Her Majesty for costs or damages of any kind, except for reasonable legal expenses and out-of-pocket expenses incurred.
- (11) Words importing the singular number may include the plural and words denoting the masculine gender may include the feminine, if the context so requires.
- (12) In the event that the legal description of the Lands is not satisfactory for registration purposes, Her Majesty at Her own expense shall obtain and supply Lunenburg herein with a registerable legal description. Lunenburg shall not call for or demand from Her Majesty any survey, plot plan or building location plan not within the possession of Her Majesty. Lunenburg shall be responsible for the payment of all fees, levies, or taxes in connection with the registration of its own documents and the Crown grant.
- (13) This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators and permitted assigns.
- (14) Lunenburg shall not assign this Agreement in whole or in part without the prior written consent of her Majesty.
- (15) This Agreement contains the entire understanding between the parties and there is no warranty, collateral agreement, conditions or misrepresentation affecting the property or this Agreement.

IN WITNESS WHEREOF Lunenburg has duly executed this Agreement this ___ day of

_____, 2022.

Signed and Delivered in the presence of:

The Town of Lunenburg

Witness

per: _____
Name
Title:

Witness

per: _____
Name
Title:

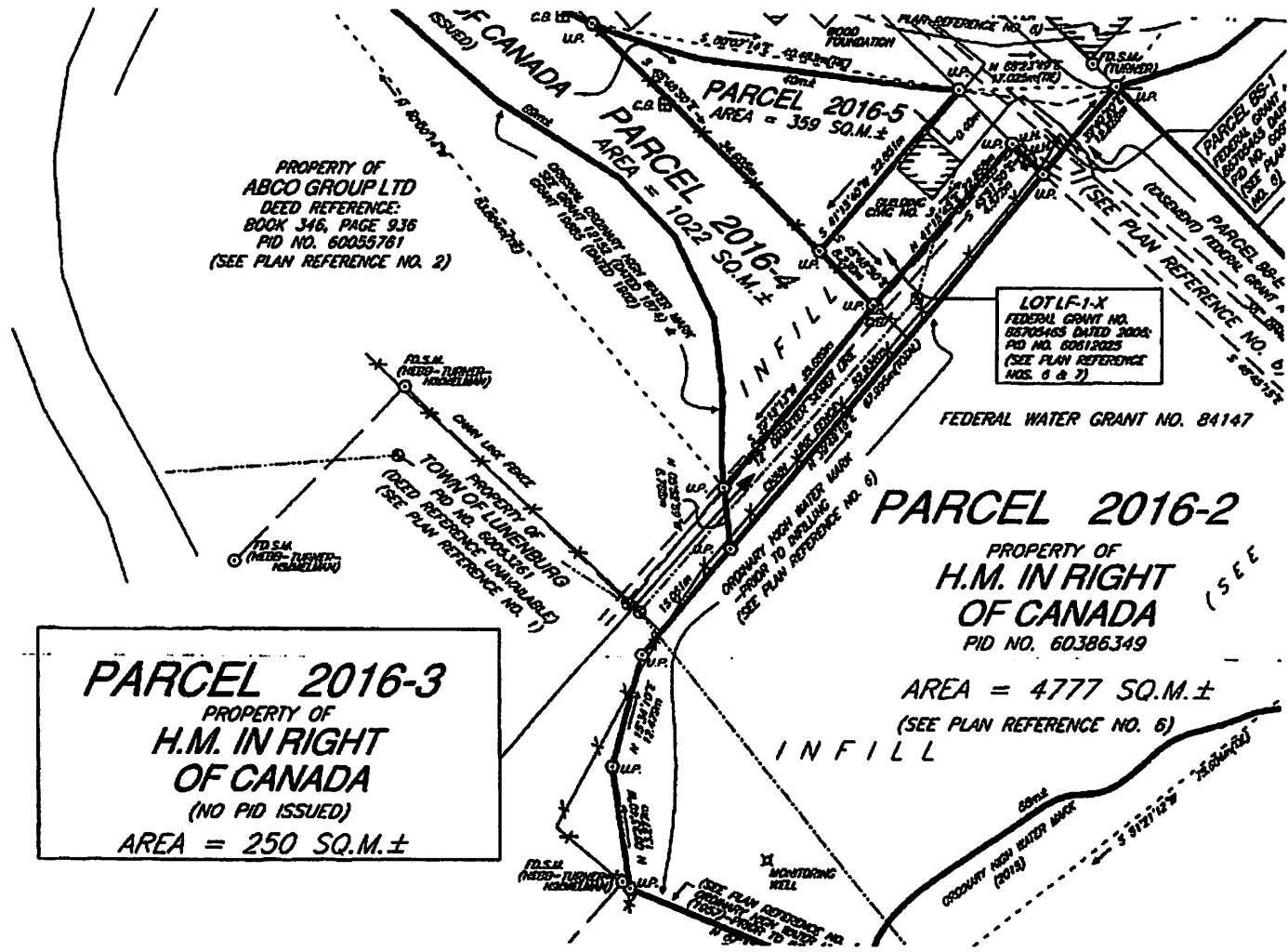
IN CONSIDERATION of the covenants of Lunenburg contained in this Agreement, Her Majesty the Queen in right of Canada, as represented by the Minister of Transport, hereby accepts this Agreement this _____ day of _____, 2022.

Signed, Sealed and Delivered in the presence of:

Witness

For the Minister of Transport

SCHEDULE "A"



PROPERTY OF
ABCO GROUP LTD
 DEED REFERENCE:
 BOOK 346, PAGE 936
 PID NO. 60055781
 (SEE PLAN REFERENCE NO. 2)

PARCEL 2016-5
 AREA = 359 SQ.M.±

PARCEL 2016-A
 AREA = 1022 SQ.M.±

LOT 1-F-1-X
 FEDERAL GRANT NO.
 B5705465 DATED 2008
 PID NO. 60612025
 (SEE PLAN REFERENCE
 NOS. 6 & 7)

FEDERAL WATER GRANT NO. 84147

PARCEL 2016-2
 PROPERTY OF
**H.M. IN RIGHT
 OF CANADA**
 PID NO. 60386349

AREA = 4777 SQ.M.±
 (SEE PLAN REFERENCE NO. 6)

PARCEL 2016-3
 PROPERTY OF
**H.M. IN RIGHT
 OF CANADA**
 (NO PID ISSUED)
 AREA = 250 SQ.M.±

INFILL

MONITORING WELL

SECONDARY NEW WATER MARK
 (2018)

(SEE PLAN REFERENCE NO. 6)

(SEE PLAN REFERENCE NO. 6)

ORDINARY NEW WATER MARK
 (SEE PLAN REFERENCE NO. 9)

T.O.S.M. (NEED-TURNER-KASSELBANK)

TOWN OF LUNenburg
 PID NO. 60042061
 (SEE PLAN REFERENCE NO. 1)

T.O.S.M. (NEED-TURNER-KASSELBANK)

T.O.S.M. (NEED-TURNER-KASSELBANK)

(SEE PLAN REFERENCE NO. 7)

PARCEL 2016-1
 FEDERAL GRANT NO. 84147

(SEE PLAN REFERENCE NO. 6)

(SEE PLAN REFERENCE NO. 6)

(SEE PLAN REFERENCE NO. 6)

(SEE PLAN REFERENCE NO. 6)

(SEE PLAN REFERENCE NO. 6)

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(SEE PLAN REFERENCE NO. 6)

(SEE PLAN REFERENCE NO. 6)

(SEE PLAN REFERENCE NO. 6)

(SEE PLAN REFERENCE NO. 6)

Motions

Re: Conveyance from Her Majesty the Queen

Confidential

March 23, 2022

Council in Camera - In considering the acquisition of a parcel of land 2016-3 from Her Majesty the Queen in Right of Canada:

- a) The Town instructs its solicitor that it does / does not wish to attempt to determine whether the lands were part of the Harbour in 1867 and does / does not wish to engage an expert and a constitutional lawyer to address this issue.
- b) The Town instructs its solicitor that it does / does not wish to retain a surveyor to complete a survey of Parcel 2016-3 on its behalf.
- c) The Town instructs its solicitor that it does / does not wish to obtain an environmental assessment of the Parcel 2016 -3 before it is acquired.

Council in Camera and Public

- d) The Town shall enter into the Purchase and Sale Agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Transport attached as Schedule HMQ hereto and the Mayor and CAO / Manager / Clerk are authorized to execute the Agreement and such other documentation reasonably necessary for the completion of the transaction and to affix the municipal seal thereto, (provided that the CAO alone is authorized to sign the Deed Transfer Tax Affidavit).

Schedule HMQ

PURCHASE AND SALE AGREEMENT

**Her Majesty the Queen in Right of Canada as represented
by the Minister of Transport
(referred to as "Her Majesty")**

- and -

**The Town of Lunenburg, a municipality in the County of
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WHEREAS Her Majesty has agreed to transfer ownership of the Lands in fee simple to Lunenburg for a Public Purpose, namely to facilitate the operation of a sewer pipeline;

NOW THEREFORE this Agreement witnesseth that in consideration of the sum of One dollar (\$1.00) of lawful money of Canada paid by Lunenburg to Her Majesty and in further consideration of the terms and conditions set out in this Agreement the parties hereto and each of them covenant and agree, the one with the other, as follows:

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IN WITNESS WHEREOF Lunenburg has duly executed this Agreement this ___ day of

_____, 2022.

Signed and Delivered in the presence of:

The Town of Lunenburg

Witness

per: _____
Name
Title:

Witness

per: _____
Name
Title:

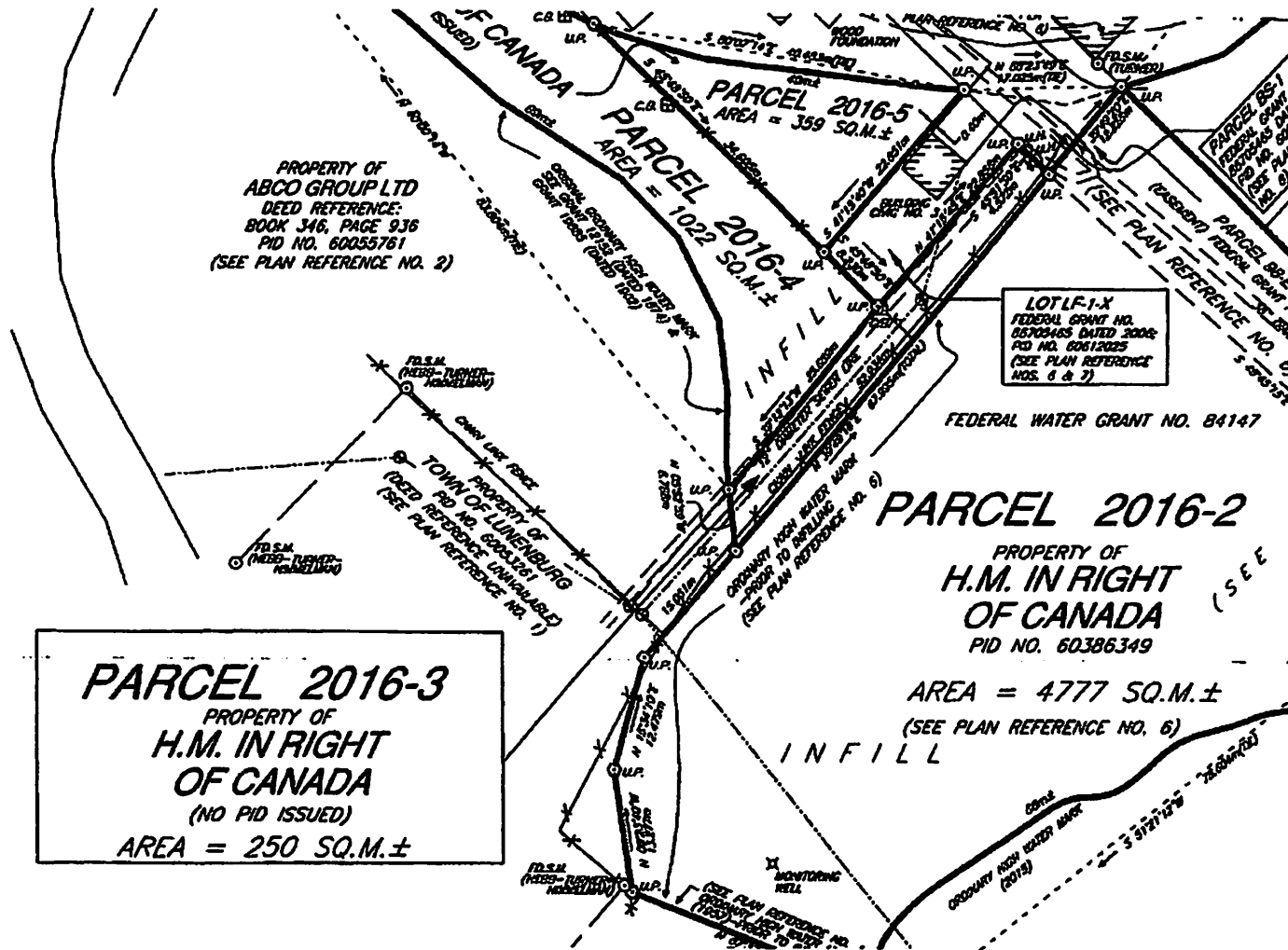
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Signed, Sealed and Delivered in the presence of:

Witness

For the Minister of Transport

SCHEDULE "A"



PROPERTY OF
ABCO GROUP LTD
DEED REFERENCE:
BOOK 346, PAGE 936
PID NO. 60055761
(SEE PLAN REFERENCE NO. 2)

LOT 1-F-1-X
FEDERAL GRANT NO.
05700465 DATED 2006
PID NO. 60612025
(SEE PLAN REFERENCE
NOS. 6 & 7)

FEDERAL WATER GRANT NO. 84147

PARCEL 2016-2

PROPERTY OF
**H.M. IN RIGHT
OF CANADA**
PID NO. 60386349

AREA = 4777 SQ.M. ±
(SEE PLAN REFERENCE NO. 6)

PARCEL 2016-3
PROPERTY OF
**H.M. IN RIGHT
OF CANADA**
(NO PID ISSUED)
AREA = 250 SQ.M. ±

PROPERTY OF
TOWN OF LUNenburg
PID NO. 60382361
(SEE PLAN REFERENCE NO. 7)

(SEE PLAN REFERENCE NO. 6)

(SEE PLAN REFERENCE NO. 6)