



# MINUTES

## Town of Lunenburg Council Meeting

Tuesday, August 9, 2022 at 6:00 p.m.  
Council Chamber

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**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  
Kelly Cunningham, Recreation Director  
Lisa Dagley, Finance Director  
Jamie Doyle, CAO  
Tyson Joyce, Town Engineer  
Arthur MacDonald, Director of Community Development  
Heather McCallum, Assistant Municipal Clerk

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### 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 as presented. Motion carried.

### 4. Minutes

Motion: moved and seconded approval of the Council meeting minutes of July 12, 2022 as presented. Motion carried.

### 5. Public Hearings, Presentations and Questions

- a. Taxi By-law proposed amendment – Public Hearing

The Assistant Municipal Clerk reviewed the Public Hearing process and the proposed amendments to the Taxi By-law (**Schedule A**).

There were no public submissions.

**Motion:** moved and seconded to close the public hearing for proposed amendments to the Taxi By-law. Motion carried.

## **6. Correspondence, Petitions and Proclamations Consideration**

- a. Bicycle Nova Scotia re Pop-up Pilot Project Cancellation – for information
- b. Department of Municipal Affairs – Funding Opportunities for Municipal Services to encourage residential development in the Town of Lunenburg – for information

## **7. Business Arising from the Minutes/Unfinished Business**

- c. Taxi By-law proposed amendment – Second Reading

**Motion:** moved and seconded that Council hereby conduct second and final reading to approve rate amendments to the Taxi By-law's "Schedule A: Rates for Taxi Drivers" per Attachment C (Schedule B). Motion carried.

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

- a. Project Lunenburg Steering Team July 27, 2022 Meeting Minutes – for information

## **9. New Business**

- a. Heritage Conservation District Background Study

The Director of Community Development summarized the report (**Schedule C**).

**Motion:** moved and seconded that Council approves the Background Study as attached in Attachment A (Schedule C) and submit to the Province for their review. Motion carried.

- b. Municipal Boundary Review Process

The Assistant Municipal Clerk summarized the report (**Schedule D**).

**Motion:** moved and seconded that Council approve the recommendations in Items 2 (a)-(e) as well as the public consultation process outlined in Item 2 (f) of the "2022 Municipal Boundary Review Process" memorandum (Schedule D). Motion carried.

- c. Town of Lunenburg Annual Work Plan 2022/23

The Assistant Municipal Clerk reviewed the Annual Work Plan (**Schedule E**).

Motion: moved and seconded that the Town of Lunenburg Annual Work Plan for fiscal year 2022/23 (Schedule E) be approved. Motion carried.

d. Tannery Road Watermain Replacement – Tender Award

The Town Engineer summarized the report (Schedule F).

Motion: moved and seconded that the Tannery Road Watermain Replacement project be awarded to Aberdeen Paving for the amount of \$490,261 plus HST with funding for the Water component to be from the Water Utility's Depreciation Reserve and funding for the Storm Separation component to be from Gas Tax funding. Motion carried.

e. Solar Project Update

The Town Engineer summarized the report (Schedule G).

The Town Engineer is asked to research options for a more efficient solar array.

Motion: moved and seconded to add to the Water Utility's capital budget in the amount of \$20,500 for an item for the Engineering design for the solar array at the WTP site using funds from the Water Utility Depreciation Funds. Motion carried.

f. Town Vehicles Update

The Recreation Director summarized the report (Schedule H).

Motion: moved and seconded for the 2009 White 1/2-Ton Dodge to be sold as surplus and keep the 2008 Van for staff usage. Motion carried.

g. RCMP Quarterly Report – Cpl. John Payne and Cst. Sonia Upshaw – for information

Cst. Upshaw reviewed the report (Schedule I).

h. Special Event Application and Noise By-law Exemption Request: Lunenburg Doc Fest

The Assistant Municipal Clerk reviewed the application and request for Town services (Schedule J).

Motion: moved and seconded to approve the Lunenburg Doc Fest's special event application for street closure of Lincoln Street between King and Prince Streets for their opening night gala on September 22, 2022 between 6:00pm and midnight (Schedule J). Cost of the street barricade manning to be borne by the Town.

and

to approve a *Noise By-law* exemption from 11:00pm to midnight for the Lunenburg Doc Fest's opening night gala on September 22, 2022 on Lincoln Street (Schedule J). Motion carried.

## 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:

- Potential lease of municipal property
- Potential sale of municipal property
- Contract negotiations

Motion carried.

6:53 p.m. Council recessed and met in camera.

## 11. Resumption of Council meeting in public session

The public portion of the Council meeting resumed at 7:25 p.m. Council considered the following in camera meeting recommendation(s) pursuant to section 22 (3), Municipal Government Act:

- a. Lunenburg Academy Lease Renewal for LAMP

Motion: moved and seconded that:

WHEREAS:

1. The Town is the owner of the Lunenburg Academy building on Kaulback Street, in the Town of Lunenburg.
2. Pursuant to Section 50 of the Municipal Government Act SNS 1998, c. 18, as amended, a municipality may lease property at Market Value, but pursuant to section 51 of the said Act, a municipality may lease property at a price less than Market Value to a non-profit organization that the Council considers to be carrying on an activity that is beneficial to the municipality, provided that the resolution authorizing the lease is passed by a 2/3 majority of the Council present and voting.
3. Rossini Opera Festival Nova Scotia operating under the business name of Lunenburg Academy of Music Performance (LAMP) leased a portion of the Lunenburg Academy building pursuant to a Lease with a term ending on December 31, 2021.
4. LAMP is still in possession of the premises.

BE IT THEREFORE RESOLVED THAT:

A. The Town considers LAMP to be carrying on activities that are beneficial to the Town;  
and

B. The Town shall enter into the attached Lease with LAMP attached hereto (Schedule K)

and the Mayor and CAO are authorized to execute the Lease on behalf of the Town and affix the municipal seal.

Motion carried.

## **12. Adjournment**

The meeting was adjourned at 7:25 p.m. by the Mayor.

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Jamie Doyle  
CAO

# PUBLIC HEARINGS OVERVIEW



- A Public Hearing provides members of the public with an opportunity to learn about a proposal and make their views known to Council
- To adopt or amend a Bylaw, a Public Hearing is required under the Municipal Government Act, Part VII

# PUBLIC HEARING PROCESS



1. A presentation will be made on the subject of the hearing by staff; Council members may ask questions
2. There may or may not be a presentation by a proponent; Council members may ask questions
3. If received, advance submissions from the public will be noted
4. The Mayor will open up the floor for public submissions in person and online
5. Council will officially close the Public Hearing
6. Council may proceed with second reading later in the agenda or defer to a future meeting

# PUBLIC HEARING RULES OF CONDUCT



- State your name and civic address for the minutes unless otherwise determined by the Mayor/chair
- Speakers are limited to 1 presentation / 10 minutes
- Be respectful of others' opinions
- Council members may question each speaker
- Comments and questions from the public are to be directed to the Mayor/chair
- Once the public hearing is closed, no further questions or comments on the matter will be received

# PUBLIC HEARING RULES OF CONDUCT



For Zoom attendees:

- To comment by **audio**, click on the “raise hand” icon and you will be entered into a queue; the ability to be heard will be activated as directed by the Mayor
- To comment by **text**, type into the Chat function and staff will relay to the Mayor
- The “raise hand” and Chat functions will only be enabled during the Hearing

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# PUBLIC HEARING: PROPOSED TAXI BY-LAW AMENDMENTS

AUGUST 9, 2022



# PROPOSED TAXI BY-LAW AMENDMENTS: BACKGROUND



- TOL Taxi Bylaw enacted 2003
- Proposed rate amendments are contained in the by-law's Schedule A
- Request received to consider an increase flat rate in town from \$5 to \$7 (incl HST) = 40%
- CPI from 2003-2021 is 38.78%
- First reading held on June 28, 2022
- Comprehensive Bylaw and Policy Review scheduled for 2022/23

# PROPOSED TAXI BY-LAW AMENDMENTS: SCHEDULE A “RATES FOR TAXI DRIVERS”



## 1. Between 8:00 o'clock in the forenoon and midnight:

For transportation by taxi from any one point within in the Town to any other point within the Town the sum of ~~\$5.00~~ **\$7.00** including Harmonized Sales Tax (H.S.T.) for one passenger. An additional charge of ~~\$2.00~~ **\$2.80** including H.S.T. may be levied for every additional passenger with a maximum of ~~\$10.00~~ **\$14.00** per trip.

# PROPOSED TAXI BY-LAW AMENDMENTS: SCHEDULE A "RATES FOR TAXI DRIVERS"



2. During other hours the rates referred to in Number 1 above may be doubled, with a maximum charge of ~~\$20.00~~ **\$28.00** per trip.
3. If a taxi is required to wait for a passenger, there may be an additional charge not greater than ~~.25~~ **\$0.35** per minute, for a total of ~~\$15.00~~ **\$21.00** per hour.

# PROPOSED TAXI BY-LAW AMENDMENTS: SCHEDULE A “RATES FOR TAXI DRIVERS”



- Questions?

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Document No:  
Meeting: Council Aug 9/22  
Circulate: Council, CAO  
File:

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## MEMORANDUM

**TO: TOWN COUNCIL**

**FROM: HEATHER MCCALLUM, ASSISTANT MUNICIPAL CLERK**

**DATE: JULY 19, 2022**

**RE: TAXI RATES – BY-LAW AMENDMENT**

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### **1. FACTS**

The owners of Mercer's Cab and P.C. Cab have requested that the basic Town taxi rate be immediately increased from \$5.00 to \$7.00 (**Attachment A**).

At the Council Meeting of June 28, 2022, the following motion was passed:

*Motion: moved and seconded to give first reading to amend the 2003 Taxi By-law "Schedule A: Rates for Taxi Drivers" as presented in Schedule C and advertise for a public hearing prior to holding second reading (Schedule F). Motion carried.*

An advertisement was subsequently published in the local newspaper and online scheduling a Public Hearing for the Council Meeting of August 9, 2022.

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

#### a. Recap of Request

The Town of Lunenburg's *Taxi By-law* came into effect in 2003 (**Attachment B**). The by-law's "Schedule A: Rates for Taxi Drivers" lists the taxi rate of \$5.00 including HST for one passenger "from any one point within the Town to any other point within the Town", and the rates have remained unchanged since that time.

The Consumer Price Index (CPI) increase from 2003 to 2021 is 38.78%:  $\$5.00 + \text{CPI} = \$6.94$ . The requested rate adjustment is equivalent to 40%. Given the low dollar value staff judged it preferable to round off to 40% for the flat rate and other fees per the draft rate amendments shown in (**Attachment C**).

## b. Treatment of Schedule A

The Town has a full By-law and Policy Review scheduled for 2022/23, which will begin in Fall 2022.

In that full review, Council may wish to consider deleting “Schedule A: Rates for Taxi Drivers” and moving the rates into a policy. This would remove the requirement for a by-law amendment process for rate reviews.

Council could then direct the drafting of a Procedural Policy for taxi rates *or* create an overall Fees Policy that includes all rates and fees charged by the Town, authorizing staff to conduct regular reviews of rates and fees based on applicable CPI.

### 3. **FINANCIAL IMPACT**

There is no financial impact on Town finances other than the cost of advertising the by-law amendment, if approved.

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

#### ***Strategic Direction***

- ***Economic Development:*** A town where year-round, well-paying employment is available to all residents.

### 5. **RECOMMENDATION AND DRAFT MOTION**

Staff recommend that the *Taxi By-law's* amended “*Schedule A: Rates for Taxi Drivers*” be approved. The *Taxi By-law* as a whole could be deferred to the By-law and Policy Review project.

***Draft Motion:*** *moved and seconded that Council hereby conduct second and final reading to approve rate amendments to the Taxi By-law's “Schedule A: Rates for Taxi Drivers” per Attachment C.*

Attachments - 3

Acknowledged only by:

Jamie Doyle  
CAO

June 1st/22

On behalf of Robert Mercer (Mercer's Cab)  
& myself Peggy Conrad (PC Cab);  
we are both requesting that the  
basic town tax rates fr.  
point A to B; are increased fr. 5.00 to  
\$7.00 effect immediately; due to the  
rising costs of regular maintenance  
especially the price of gas!

Thank you

Peggy Conrad

Robert Mercer.

Bobby Mercer

541-0082

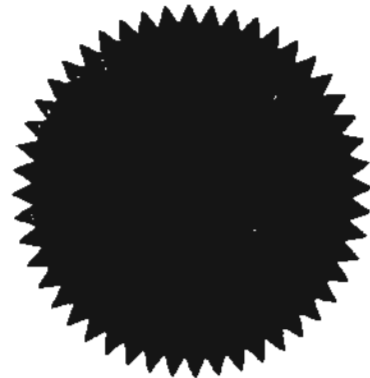
CERTIFIED TOWN OF LUNENBURG BY-LAW NO. 59

A TAXI BY-LAW

March 17/03  
DATE

Bea Renton  
BEA RENTON,  
TOWN MANAGER/CLERK

I, BEA RENTON, TOWN MANAGER/CLERK FOR THE TOWN OF LUNENBURG, DO CERTIFY THAT THE ATTACHED IS A TRUE AND CURRENT COPY OF THE TOWN OF LUNENBURG'S TAXI BY-LAW NO. 59, DULY APPROVED BY THE TOWN OF LUNENBURG COUNCIL ON JANUARY 30, 2003, WITH FIRST READING HAVING BEEN GIVEN ON DECEMBER 12, 2002, SECOND AND THIRD READINGS ON JANUARY 30, 2003, AND EFFECTIVE ON FEBRUARY 5, 2003, THE DATE OF ADVERTISEMENT IN THE LOCAL NEWSPAPER.



## **BY-LAW NO. 59**

### **Taxi By-Law**

#### Title

1. This By-Law is entitled the "Taxi By-Law".

#### Definitions

2. In this By-Law:

- (1) "Council" means Council of the Town of Lunenburg;
- (2) "disqualifying conviction" means:
  - (a) an order prohibiting the possession of any firearm, ammunition or explosive substance pursuant to the Criminal Code of Canada;
  - (b) a conviction for an indictable offence in which the commission of violence against a person was used, threatened or attempted;
  - (c) conviction for an offence involving the illegal sale of liquor or narcotics or the illegal possession of liquor or narcotics for the purpose of sale or trafficking while holding a Taxi Driver's License or within a period of two years immediately preceding the date of application for a driver's license;
  - (d) conviction for any offence involving the possession, control or use of an automobile and the unlawful possession or use of liquor or narcotics;
  - (e) convictions for three or more driving offences, pursuant to the Criminal Code of Canada or the Motor Vehicle Act of Nova Scotia or any similar Statute in this or any other jurisdiction or two or more convictions for such offences within any 12 month period unless, in the reasonable opinion of the Taxi Authority, the convictions were for offences unrelated to the possible safety of passengers or other persons using streets or highways, irrespective of whether persons were actually endangered at the time of the infractions; or
  - (f) convictions in another country or jurisdiction similar in nature to those described in the preceding paragraphs of this subsection.
- (3) "driver" means a taxi driver and "Taxi Driver's License" means a license for a driver

- pursuant to this By-Law;
- (4) "licenses" includes
    - (a) Taxi Driver's Licenses; and
    - (b) Owner's Licenses;
  - (5) "operate" means to operate or drive a taxi while such vehicle is transporting, picking up, dropping off passengers for hire, or soliciting passengers for hire;
  - (6) "owner" means a person who directly or indirectly holds the legal title of a vehicle, provided that in the event a vehicle is the subject of a financing agreement (including a conditional sale or lease with an option or right of purchase upon performance of conditions stated in the agreement) with an immediate right of possession vested in a debtor then the debtor shall be deemed to be the owner for purposes of this By-Law;
  - (7) "taxi" means a vehicle used or intended to be used to carry passengers for hire but excludes vehicles operated by a public utility as defined in the Public Utilities Act or by a motor carrier required to be licensed under the Motor Carrier Act;
  - (8) "Taxi Authority" means an employee of the Town designated from time to time by Council as Taxi Authority and includes any person designated as deputy or assistant or temporary Taxi Authority;
  - (9) "Town" means the Town of Lunenburg.

#### **Taxi Authority**

3. The powers and duties of the Taxi Authority shall be to:
  - (1) make all necessary inquiries and inspections concerning applications for or renewals of licenses pursuant to this By-Law;
  - (2) carry out periodic spot inspections, without notice, of vehicles licensed under this By-Law;
  - (3) issue, refuse to issue, or suspend licenses in accordance with the requirements of this By-Law;
  - (4) recommend disciplinary action to the Council for breach of this By-Law;

- (5) prescribe application and license forms, documents, or taxi roof signage layouts or designs;
- (6) keep a register of all licenses granted under the authority of this By-Law and assign license numbers;
- (7) cause to be prosecuted for violations of this By-law with the approval of the Council of the Town; and
- (8) take any other lawful steps in relation to the licensing and regulation of taxis as may be consistent with this By-Law.

#### **Owner's Licenses**

4. No person shall operate a vehicle or, being the owner of a vehicle, shall permit such vehicle to be operated as a taxi unless the vehicle is the subject of a valid and current Owner's License pursuant to this By-Law.
5. No person shall operate a vehicle or, being the owner of a vehicle, shall permit such vehicle to be operated as a taxi unless the vehicle has the Owner's License for that vehicle conspicuously displayed on or above the doorpost, or on the rear portion of the front seat, readily visible to any passengers who may be in the vehicle.
6. No Owner's License shall be granted for any vehicle unless and until:
  - (1) an application in the form prescribed from time to time by the Taxi Authority is completed and signed by the applicant for the license including:
    - (a) the name, address, telephone number of the owner and of any person with a beneficial ownership interest in the vehicle of 25% or more;
    - (b) where the vehicle is owned by a corporation, the names, addresses and telephone numbers of persons directly or indirectly owning or controlling more than 25% of the beneficial ownership of the vehicle and all of the legal and beneficial shareholders of the corporation;
    - (c) the taxi business name under which the taxi will be operated;
    - (d) the motor vehicle registration number, motor vehicle license plate number, make, model, colour, year and serial number of the vehicle;

- (e) the insurance company, policy number, liability coverage limits, name of insured, and expiry date of the motor vehicle insurance policy or policies applicable to the vehicle;
  - (f) the record of convictions within the preceding 5 years, for offences referenced in subsection (2) of section 2 of this By-Law, of each person whose name and address is required to be provided pursuant to paragraphs (1) (a) and (b) of this subsection, and duly executed consents sufficient to obtain verification of same from law enforcement agencies and justice centres.
  - (g) has been inspected by the Taxi Authority;
  - (h) the application is accompanied by a motor vehicle inspection report obtained within the previous 30 days.
- (2) payment is made to the Town of the annual fee of \$25.00 per vehicle or such amount as is determined by Policy of Council from time to time for such license.
- (3) the Taxi Authority is satisfied that each person whose names and addresses are required to be provided pursuant to paragraphs (a) and (b) of subsection (1) of this section does not have, within the preceding 5 years, disqualifying convictions pursuant to subsection (2) of section 2 of this By-Law;
- (4) the vehicle which is to be licensed as a taxi:
- (a) bears a valid Province of Nova Scotia motor vehicle safety sticker;
  - (b) is insured for public liability and property damage and passenger hazard in an amount not less than \$2,000,000.00 and, when required by the Taxi Authority, provides proof of coverage;
  - (c) has a height from the top of the floor to the underneath side of the roof of at least 114 centimeters;
  - (d) has a width from the inside of one door post to the inside of the door post on the opposite side of at least 137 centimeters;
  - (e) has a length from the dashboard, excluding extremities, to the front of the upper portion of the back seat of at least 160 centimeters;
  - (f) is in a good state of repair with no visible body fillers, rust, primer paint,

dents, breakages or other accidental damage or defect;

- (g) functioning seatbelts for each passenger for which the vehicle is designed, and when applicable, appropriate approved car seats for children.
- (h) is a four or more door sedan, a four or more door station wagon, or a four or more door minivan (such doors to be on the sides of the vehicle), with a design capacity of 7 passengers or less, excluding the driver, provided that notwithstanding the foregoing, any three-door minivan taxi in existence at the time of the passage of this By-Law shall be deemed to satisfy the requirements of this sub-clause 6.(4)(h), but any replacement vehicle shall have four or more doors as required herein.
- (i) has roof signage conforming to the layout and design specified from time to time by the Traffic Authority and to the requirements of this By-Law.

7. Owner's Licenses shall specify a taxi business name under which the licensed vehicle shall be operated and no person shall operate or permit the operation of any taxi under any taxi business name other than the name specified in the Owner's License.
8. An Owner's License may be renewed upon
  - (1) presentation of the vehicle for which renewal is sought prior to expiry of the license at the office of the Taxi Authority by appointment made at least 2 weeks in advance of expiry of the license; and
  - (2) payment of the annual license fee prescribed by Town Council by Policy; provided that all of the requirements of this By-Law for issuance of an Owner's License continue to be met.
9. An Owner's License may be transferred from one vehicle to another vehicle which complies with the requirements of this By-Law, upon presentation of the vehicle for which the license is sought for inspection by the Taxi Authority and upon payment of a transfer fee of \$25.00.
10. Council may by policy limit the number of taxi Owner's Licenses in force in the Town at any time [including suspended licenses within the grace period allowed under subsection (3)]

and in particular:

- (1) the Taxi Authority shall not issue a new taxi Owner's License until the number of such licenses falls below the number set by Council from time to time, at which time a further number of licenses may be issued until the number again reaches that number set by Council;
- (2) the Taxi Authority shall maintain a waiting list of persons eligible to hold taxi Owner's Licenses in order of their seniority determined in order of receipt of applications, and whenever new taxi Owner's Licenses can be issued as a result of the total number of licenses falling below that number set by Council, persons whose names are on the list shall have first opportunity to obtain a license in order of their seniority, and only one license can be obtained for each person on the waiting list; and
- (3) any taxi Owner's License which is revoked or surrendered shall not be renewed or reissued unless the issuance of such license will not result in the number of licenses exceeding that number set by Council, except that a grace period of 3 months following expiration of an Owner's License shall be allowed before expiration is deemed to constitute surrender of a license for purposes of this section.

#### **Other Owner Obligations**

11. A taxi owner shall not change the taxi business name under which the vehicle is operated without notifying the Taxi Authority of such change in writing not less than one week in advance of such change.
12. An owner of a taxi shall notify the Taxi Authority forthwith of any change in the Provincial Registration of the vehicle.
13. No person shall operate or permit the operation of a taxi when any of the conditions described in subsections (2) to (4) of section 6 do not apply or have ceased to apply.
14. An owner of a taxi shall not permit any person to operate such a vehicle unless that person is in possession of a valid Taxi Driver's License pursuant to this By-Law.

15. An owner or driver of a taxi shall provide to the Taxi Authority upon demand from time to time evidence of insurance coverage consistent with the requirements of this By-Law.
16. The owner of any taxi shall have an established place of business and shall have a business telephone. Such place of business may be the office or place of business of another taxi owner who provides continuous service. Any change of place of business shall be reported at once to the Taxi Authority. The taxi owner shall inform the public of the business telephone number by advertisement or by listing the number in the telephone directory for the area in which his business is located.

#### Taxi Driver's Licenses

17. No person shall:
  - (1) transport passengers for hire within the Town;
  - (2) be on any highway, street, road, lane, alley, taxi stand or other public place in the Town in control of a motor vehicle for the purpose of transporting passengers for hire, or soliciting within the Town the transportation of passengers for hire;
 unless such person is in possession of a valid Taxi Driver's License under this By-Law and unless that license is conspicuously displayed in the vehicle and is readily visible to any passengers who may be in the vehicle.
18. Any person in control of a motor vehicle
  - (1) which displays taxi roof signage which is not covered by opaque material;
  - (2) which is not transporting a passenger for hire; and
  - (3) which is on any highway, street, road, lane alley, taxi stand or at any other public place in the Town, or who is found waiting with any such motor vehicle at any location in the Town
 shall be deemed to be soliciting the transportation of passengers for hire within the Town and deemed to be operating the vehicle as a taxi for purposes of this By-Law.
19. No Taxi Driver's License shall be granted unless and until:
  - (1) an application in the form prescribed from time to time by the Taxi Authority is completed and signed by the applicant for the license including:

- (a) the name, address, telephone number of the applicant;
  - (b) the taxi business name under which or for which the applicant will drive a taxi;
  - (c) two professional quality photographs of himself or herself, not subject to fading or sensitive to heat, taken not less than one month before the date of the application and allowing a positive identification of the applicant at the time the application is made, two inches by two inches in dimension, which are clear and well-defined showing a full front view head and shoulders without head covering, taken against a plain white background, one to be retained by the Taxi Authority with the applicant's file and the other to be placed on the Taxi Driver's License, if it is granted;
  - (d) the motor vehicle operator license number of the applicant of the appropriate class issued pursuant to the Motor Vehicle Act;
  - (e) a consent in form satisfactory to the Taxi Authority to obtain an abstract of his or her driving record from the Registrar of Motor Vehicles; and
  - (f) a current, original abstract of the applicant's driving record from the Registrar of Motor Vehicles within the preceding 5 years, for offences referenced in subsection (2) of section 2 of this By-Law, and a duly executed consent sufficient to obtain verification of same from law enforcement agencies and justice centers;
- (2) the applicant is in possession of and submits for inspection to the Taxi Authority a valid and current class 4 motor vehicle operator license issued under the provisions of the Motor Vehicle Act;
  - (3) payment is made to the Town of the annual fee set by Council by policy from time to time;
  - (4) the Taxi Authority is satisfied that the applicant does not have disqualifying convictions within the preceding five years pursuant to subsection 2 of section 2 of this By-Law.

20. A Taxi Driver's License is not transferable.

21. A Taxi Driver's License may be renewed upon payment of the annual license fee provided that all of the requirements of this By-Law for issuance of a Taxi Driver's License continue to be met.

**Other Driver Obligations**

22. No person shall operate a taxi when either of the conditions described in subsections (2) and (4) of section 18 do not apply or cease to apply.
23. A licensed driver of a taxi shall immediately notify the Taxi Authority in the event of a change of address, telephone, business name under or for which he or she drives, loss of class 4 Motor Vehicle Act licensing, loss of insurance coverage or in the event of a disqualifying conviction.
24. All drivers of taxis licensed under this By-Law shall comply with the following:
- (1) Every driver while in control of a taxi shall be fully clothed, including footwear, which clothing shall be in a clean and tidy condition at all times. Every driver, while in control of a taxi shall be in a clean, tidy and respectable condition.
  - (2) The driver shall cause the interior of his taxi to be lighted upon a passenger entering or leaving same.
  - (3) A driver shall not permit any additional passengers in his or her taxi without the consent of the passenger who first engaged him or her.
  - (4) The carrying of multiple passengers for separate fares is prohibited.
  - (5) Every driver, unless engaged by a passenger, shall upon being applied to in person or by telephone place his or her taxi at the disposal of the person so applying and shall proceed to any place in the Town as directed, provided that a driver may refuse to drive a person whose conduct reasonably causes a driver to fear for his or her safety.
  - (6) Every driver shall transport any parcels, bags or luggage accompanying any passenger not exceeding 25 kilograms per item or 50 kilograms in aggregate per passenger and shall place the luggage in and out of the taxi for the passenger if requested to do so.

- (7) Every driver who engages to be at any particular place at a particular time, whether by day or by night, shall be punctual in attendance at the specified place.
- (8) The driver may determine whether persons may eat or drink while in his or her vehicle, and may also determine where the passengers sit, except that passengers may decline to sit in the front seat.
- (9) A driver shall not, while in control of a taxi, use abusive or insulting language.
- (10) A driver shall, at all times while in control of a taxi in a public place, conduct himself of herself in an orderly and polite manner.
- (11) A driver may solicit passengers for his or her taxi but such solicitation shall not be made by calling out or shouting or in any other noisy or disorderly manner.
- (12) Every driver shall proceed to the destination indicated by his or her passenger by the quickest route which shall result in the lowest fare, provided however, that he or she may take another route if directed to do so by a passenger.
- (13) A driver shall not refuse to transport:
  - (a) a passenger with a disability except where such is justified by physical limitations or disabilities of the driver, and where notice of such physical limitations or disabilities has been filed in advance with the Taxi Authority; and
  - (b) a dog accompanying a passenger with a disability if the dog is trained to assist a person with a disability.
- (14) A driver shall not smoke while a passenger is in the vehicle.
- (15) The driver shall not permit smoking in the vehicle by any passenger.
- (16) No person shall represent a taxi to be a non-smoking or smoke-free vehicle if it has been smoked in while in the ownership of the current owner.

#### Fares

25. Every taxi driver shall charge a fare not in excess of the fares set out in Schedule "A" of this By-law.

26. Every taxi driver or taxi owner who receives or demands a fare greater than the fares set out in Schedule "A" to this By-law shall be guilty of an offence under this By-law, provided, however, that it shall not be an offence for a driver to accept a gratuity voluntarily offered by a passenger. For greater certainty, no taxi driver shall demand any additional fare for the transportation of wheelchairs, walkers, dogs accompanying passengers with disability if such dogs are trained to assist a person with a disability, or for escorting passengers with disabilities to and from the first accessible door of their pick-up or destination.
27. Every taxi driver shall post a copy of the tariff of fares as set out in Schedule "A" in the inside of the taxi where such fares are clearly visible to passengers.

#### **Taxi Stands**

28. The Traffic Authority for the Town may establish Common Taxi Stands for taxis on such streets and in such places and numbers as he or she shall determine is of the greatest benefit and convenience to the public and such Common Taxi Stands shall be designated by appropriate signs as provided for in the Motor Vehicle Act.
29. Common Taxi Stands shall only be used by a licensed driver operating a licenses taxi.
30. Taxi drivers who use Common Taxi Stands shall be subject to the following regulations:
- (1) any driver whose vehicle is available for hire may take a position with the vehicle at any Common Taxi Stand where there is a vacancy;
  - (2) a driver entering a Common Taxi Stand shall take a position at the rear of the taxi which is at the end of the line at the stand;
  - (3) whenever a taxi leaves the stand, all other drivers shall move their vehicles ahead;
  - (4) all drivers shall move their vehicles when necessary to allow the departure from the stand of any other taxi;
  - (5) no driver while parked at a Common Taxi Stand shall:
    - (a) leave his or her vehicle unattended;
    - (b) obstruct the exit of another vehicle whose driver indicates a desire to leave the stand.

- (6) no driver shall interfere with the free selection by any passenger of any vehicle at stand.

### Licenses Generally

31. An Owner's License and a Taxi Driver's License under this By-Law constitute a license to transport parcels, boxes, packages, or other articles of whatsoever nature, at the rates specified in this By-Law for the transporting of passengers, even in the absence of any passengers in such vehicle.
32. No license fee is refundable upon suspension, revocation or termination for any reason any license granted under this By-Law.
33. Licenses which have been destroyed, lost or stolen may be replaced upon sufficient proof of destruction or loss being presented to the Taxi Authority and upon payment of a replacement fee of \$25.00.
34. The Taxi Authority may, after giving the licensee or prospective licensee an informal opportunity to be heard, refuse to issue or renew or may revoke or suspend the license of either or both of an owner or driver of a taxi, for a breach of this By-Law, or failure to meet the qualifications for licensing on the part of the owner, driver or vehicle, or failure to continue to meet the qualifications for licensing on the part of the owner, driver or vehicle which were initially required at the time of obtaining the license, as the case may be. Without limiting the foregoing, either or both of a taxi owner's license or taxi driver's license may be suspended by the Taxi Authority for the violation of any provision of this By-law or the conviction of the owner or taxi driver of an offence against the Liquor Control Act, the Motor Vehicle Act or the Criminal Code (Canada) and a taxi driver's license shall be cancelled where his or her driver's privileges have been suspended or cancelled under the Motor Vehicle Act. Within 24 hours of any refusal to issue or renew or revocation or suspension of a Taxi Owner's License or Taxi Driver's License (Sundays and holidays excepted) the Taxi Authority shall make a report in writing to Council on the fact of such suspension, revocation or refusal to issue or renew and the reason therefor. A refusal to issue or renew or a revocation or suspension of the license by the Taxi Authority may be appealed

to the Council within fourteen days of the decision of the Taxi Authority by written Notice of Appeal delivered to the Manager/Clerk of the Town, and the Council shall convene an appeal hearing and may, following the appeal hearing, make any decision which the Taxi Authority could have made in the first instance.

### **Taxi Roof Signage**

35. No vehicle which is the subject of a Taxi Owner's License shall be operated or permitted to be operated as a taxi unless it is equipped with a sign affixed to the roof of such taxi.
36. Taxi roof signs:
  - (1) shall be of the size, colour, design, layout and style as may be prescribed from time to time by the Taxi Authority and shall bear the vehicle's owner's license number;
  - (2) shall bear the business name under which the taxi is being operated.
37. The taxi roof sign required herein shall be removed from the roof or covered by opaque material when the vehicle is not in service as a taxi.

### **Penalties**

38. Any person who contravenes any provision of this By-Law is, in addition to any other remedy, guilty of an offence and punishable on summary conviction by a fine in an amount not exceeding \$2,000.00.

All previous provisions relating to taxis as contained in By-law No. 23 a By-law Respecting Trades and Licenses, are hereby repealed.

## SCHEDULE "A"

### RATES FOR TAXI DRIVERS

1. Between 8:00 o'clock in the forenoon and midnight:

For transportation by taxi from any one point within in the Town to any other point within the Town the sum of \$5.00 including Harmonized Sales Tax (H.S.T.) for one passenger. An additional charge of \$2.00 including H.S.T. may be levied for every additional passenger with a maximum of \$10.00 per trip.

2. During other hours the rates referred to in Number 1 above may be doubled, with a maximum charge of \$20.00 per trip.
3. If a taxi is required to wait for a passenger, there may be an additional charge not greater than .25 per minute, for a total of \$15.00 per hour.

**SCHEDULE "A"****RATES FOR TAXI DRIVERS**

The following rates are applicable as of 2022, including HST.

1. Between 8:00 o'clock in the forenoon and midnight:

For transportation by taxi from any one point within in the Town to any other point within the Town the sum of ~~\$5.00~~ **\$7.00** including Harmonized Sales Tax (H.S.T.) for one passenger. An additional charge of ~~\$2.00~~ **\$2.80** including H.S.T. may be levied for every additional passenger with a maximum of ~~\$10.00~~ **\$14.00** per trip.

2. During other hours the rates referred to in Number 1 above may be doubled, with a maximum charge of ~~\$20.00~~ **\$28.00** per trip.
3. If a taxi is required to wait for a passenger, there may be an additional charge not greater than ~~.25~~ **\$0.35** per minute, for a total of ~~\$15.00~~ **\$21.00** per hour.

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

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## MEMORANDUM

**TO: TOWN COUNCIL**

**FROM: ARTHUR MACDONALD, HERITAGE MANAGER**

**DATE: AUGUST 3, 2022**

**RE: HCD BACKGROUND STUDY FOR NEW HCD PLAN AND BY-LAW**

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### 1. FACTS

#### A. Background

The Town has hired Brighter Community Planning and Consulting to undertake a revised Heritage Conservation District (HCD) Plan and By-law. The authority for municipalities to undertake a Heritage Conservation District (HCD) Plan and By-law comes from the Heritage Property Act (HPA) and its associated Heritage Conservation Districts Regulations. To initiate the project, Brighter Community has developed a Background Study for Council's approval. Upon Council's approval the Background Study will be submitted to the province to determine whether additional studies would be required in-keeping with Section 7(4) of the Heritage Conservation Districts Regulations. The Background Study is attached in **Attachment A**.

#### B. Proposal

The HPA requires the submission of a Background Study outlining the rationale for the establishment of a HCD as well as its proposed boundaries. The Background Study envisions a new HCD encompassing the UNESCO World Heritage Site, including surrounding lands, as well as areas previously regulated by architectural control provisions of the Municipal Planning Strategy (MPS) and Land Use By-law (LUB) known as the Dufferin Street Architectural Control Area (ACA). The Background Study envisions the exclusion of the Tannery Road ACA. Individual properties, like those along Tannery Road, still retain the right to apply to have their properties registered as Municipal Heritage Properties. Once the HCD Plan and By-law becomes effective, the intent would be to delete the ACA's entirely from the MPS and LUB.

A proposed work plan for the adoption of the new HCD Plan and By-law is attached in **Attachment B**.

## 2. OPTIONS

There is no legal requirement to have the Heritage Advisory Committee (HAC) review the Background Study prior to Council's approval. However, Council may wish to have their input prior to the approval of the document.

1. To refer the Background Study to the HAC for their review and comment.
2. That Council approves the Background Study as attached in **Attachment A** and submit to the province for their review.
3. To recommend that the Background Study be referred to staff for further review.

## 3. FINANCIAL IMPACT

No additional costs are associated with this approval.

## 4. STRATEGIC PLAN RELEVANCE

This project is in-keeping with the Town's Comprehensive Community Plan, in particular:

**Community Structure:** Direction regarding how the town will be structured and how land will be used.

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

**Urban Design:** Direction to enhance residents' and visitors' experience of the built environment.

**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.

**Governance:** Direction to enhance internal and external relations through policies, procedures and resources.

## 5. RECOMMENDATION

It is recommended that Council approves the Background Study as attached in **Attachment A** and submit to the province for their review.

Motion: moved and seconded that Council approves the Background Study as attached in **Attachment A** and submit to the province for their review.

**ATTACHMENTS:**

**A.** Proposed Background Study

**B.** Heritage Conservation District Plan and By-law Work Plan

Acknowledged by:

Jamie Doyle  
Town CAO

# Lunenburg Old Town Historic Conservation District Review

## Background Study

Town of Lunenburg



August 2022

## Review Table

Steering Review	July 27 <sup>th</sup> , 2022
Council Approval	
Provincial Approval	
Amendments	

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## 1. Introduction

A heritage conservation district (HCD) is an area of historic or architectural value that is protected by regulations governing such things as demolition, exterior alteration and new development. Incentives are often put in place to encourage private architectural conservation, and programs are applied to enhance public amenities. A conservation plan and bylaw may be adopted alongside other development control mechanisms, such as a municipal planning strategy and land use bylaw amendments.

An HCD was established in 2000 for Lunenburg Old Town to recognize the exceptional nature and concentration of built heritage. This mechanism has been effective in establishing the framework for the protection of built heritage as it relies on a plan and a bylaw to guide change to the historic fabric. Additionally, it is the primary mechanism to protect the World Heritage site which was inscribed in 1995. As such, the application of the HCD plan and bylaw is critical to the long term evolution of Old Town and to the maintenance of World Heritage status.

The current plan and bylaw draw from extensive historical research and analysis of the condition of the built form in Lunenburg Old Town. The policies and design guidelines reflect the objectives of conserving the architectural and urban fabric of the town. Illustrations and visual details are part of the plan, which translate concepts for professionals, homeowners and tradespeople undertaking alterations to properties within the boundary.

In addition to the HCD, there are two Architectural Control Areas (ACAs) in close proximity which have served to encourage design quality in architecturally sensitive sections of the Town. They have been applied to help preserve heritage qualities through setting standards for change by directing design of form, detail, material, and massing.

In 2020, Lunenburg completed a Comprehensive Community Plan (CCP) which sets the course for the development of the Town over the next 40 years. In the process of developing the CCP, residents were engaged to share their thoughts and priorities around heritage. Chief among them were:

- The preservation of Lunenburg's built heritage;
- The revisiting of ACAs role and their application;
- Heritage tools that help the Town grow and evolve according to its needs;

Residents were extensively consulted during the preparation of the CCP and as such their views on a range of subjects were comprehensively captured in the final result.

In 2021, Town Council adopted a resolution to carry out a review of HCD and heritage tools to seek a more effective and nimble approach to protecting Lunenburg's heritage assets.

## 1.1. Executive Summary

This background study has been prepared in accordance with the *Heritage Property Act* and its regulation in order to identify the elements of a heritage conservation district (HCD).

While the current HCD has maintained the heritage values, it has also represented a challenge to implement in light of evolving conservation practices, economic realities, and new pressures. Additionally, the overlap of designations, especially between the provincial HCD and the World Heritage site, has made conservation objectives more complex to manage for a town with limited resources and expanding needs.

As such, this background study proposes a new HCD to replace the existing one. The new HCD proposes a new Statement of Significance and character-defining elements, expands the boundaries to include some of the current Architectural Control Areas, proposes five character areas to guide the evolution of the district, identifies contributing and non-contributing properties, identifies conservation objectives, and aligns with planning and long term strategy tools.

In reviewing current planning and heritage tools, the study demonstrates an overall alignment with the objective of conserving heritage, with the main pressure point being the need for additional housing.

The economic and social analysis highlights the many benefits of an HCD that can be reaped should specific incentives and conservation tools be in place. It also acknowledges some challenges which are aimed to be addressed through the new plan and bylaw.

Additionally, the study recommends to:

- Create a new HCD to replace the existing one that more clearly expresses heritage value; aligns boundaries with the national historic site district and the World Heritage site; and recognizes character areas based on the original plan;
- Streamline the mechanisms to protect and conserve heritage in Lunenburg, by incorporating the Falkland and Dufferin Streets into the proposed HCD.
- Remove the ACA on Tannery Road and rely on the tools in place for registered properties.

## 1.2. Purpose of the Background Study

The purpose of this background study is to review the existing Heritage Conservation District plan and bylaw for Lunenburg Old Town within the framework of the *Nova Scotia Heritage Property Act* and its accompanying *Heritage Conservation Districts Regulations* as well as the *Comprehensive Community Plan* for Lunenburg. This study establishes the rationale for the replacement of the existing plan and Bylaw.

This process also addresses the role and relevance of Architectural Control Areas as heritage preservation tools and provides ways to streamline the conservation of heritage in Lunenburg through comprehensive tools.

This background study will be submitted to both the Town Council and the Minister responsible for the *Heritage Property Act* for their endorsement and initiation of the process to revise the heritage conservation district.

This background study seeks to address Section 7 of the Heritage Conservation Districts Regulations which states that in the preparation of a conservation plan and by-law, the council as a minimum shall undertake studies relating to the following:

- a) the rationale or justification for heritage conservation measures in the district;
- b) the rationale for the boundaries of the district;
- c) the relationship of a conservation plan and conservation by-law with any municipal planning strategy, land-use by-law or provincial land-use policy or regulation in effect for the district; and
- d) an analysis of the social and economic implications of the establishment of the district, as these relate to clause a).

In this background study, the rationale for heritage conservation measures in the Lunenburg Old Town HCD and for its boundaries is supported by a statement of heritage values for the District. Existing legislation, relevant to the proposed District, is then discussed in relation to the need for conservation measures required to preserve and enhance heritage values and character defining elements. Such conservation measures may supplement or amend the existing legislation. Finally, this background study provides an analysis of the social and economic implications of the establishment of the District, as these relate to the potential conservation measures.

### ***Replacing the existing HCD Plan and Bylaw***

The current HCD for Lunenburg Old Town has been in force since 2000 and has been a useful tool to guide the protection of heritage. However, over the years, its application has also highlighted unintended consequences and the need for improved clarity of intent and direction.

The existing HCD plan and bylaw addressed threats to the heritage character such as:

- Loss of architectural components and features that support the value of the District;
- Limited direction relating to alterations, additions and new construction;
- Lack of awareness to how changes could be sympathetic to the historic character of the properties and the streetscapes within the District;
- Absence of financial support for restoration and conservation projects for owners of non-registered heritage properties.

Today, while many of these have been addressed, the following issues have emerged that require improved direction through a new plan and bylaw, including:

- The need to adapt to climate change;
- Challenges around skills and availability of materials and new building code requirements;
- New development pressures, including the lack of affordable housing, and economic realities impacting real-estate.

Furthermore, the planning environment and conservation approaches have evolved to require revisions to HCD plan and bylaws to better adapt to the changing reality of Lunenburg.

Since the Nova Scotia Heritage Property Act does not provide a clear mechanism to revise existing HCD plans and bylaws, the Town will replaced the existing bylaw.

The five goals for a new HCD for Lunenburg Old Town include:

- Updating the planning tools for heritage conservation to reflect the Lunenburg Comprehensive Community Plan;
- Bringing policies and guidelines in line with the *Standards and Guidelines for the Conservation of Historic Places in Canada*;
- Identifying character areas within a new HCD for Lunenburg Old Town to help guide policies that reflect more precisely the diversity of functions, building types, and styles;
- Revising the boundary by considering key elements of the immediate setting and the role of certain roads as prime entry points to Old Town; and
- Developing tools that consider the values of the district in decision-making, such as by identifying properties as contributing and non-contributing to help guide decisions about alterations, additions and development.

The new HCD plan and bylaw will build on the extensive research and analysis of the condition of the built form already incorporated in the current plan and bylaw. The improvements that are considered include a better understanding of the areas that support the conservation of Old Town, a tightening of the boundary to include the essential elements in support of the district's value, and an alignment with today's standards in the conservation of historic places. This aim aligns with the objectives outlined in the Town's CCP, including by incorporating the guidance from the *Standards and Guidelines for the Conservation of Historic Places in Canada*, a document that today defines good conservation practice in Canada.

### **1.3. Process for Establishing a HCD**

The statutory procedure for establishing a Heritage Conservation District under the *Heritage Property Act* and *Heritage Conservation District Regulations* is outlined in Appendix A.

For the Lunenburg Old Town HCD, since the purpose of the study is to review and replace it, this process is adapted to the review of existing tools and recent public engagement that had been carried out as part of the development of the *Comprehensive*

*Community Plan*, as directed by the Town Council. It is divided into three phases: research and analysis; community engagement and planning; and adoption and implementation.

### **1.3.1. Research and analysis**

The first and critical phase focuses on research and analysis of the current HCD to understand its functioning. This included a review of the boundaries, additional research on properties, field surveys, interviews with authorities and users, and analysis of policies.

Throughout this phase, direction and feedback has been sought from the CCP steering committee as well as the Heritage Advisory Committee. Comments are incorporated as relevant. Additionally, property owners affected by the proposed changed boundary were notified for information.

Once completed, the background study is submitted to Town Council to adopt and formally initiate the Public Participation Program.

The background study is submitted to the Minister for review as required by the Heritage Property Act and regulations.

### **1.3.2. Community engagement and planning**

The second phase engages the community in developing the plan and regulatory environment. The new HCD plan and bylaw will be made available to the public who will be invited to comment and provide feedback. A public participation meeting will be organized in keeping with the Public Participation Program.

The complete draft HCD Plan and bylaw are finalized and submitted to the Heritage Advisory Committee for consideration and recommendation to the Town Council prior to holding the public hearing.

### **1.3.3. Adoption and implementation**

The last phase involves Town Council receiving the recommendation from the Heritage Advisory Committee and providing Notice of Intention concerning the adoption of the HCD Plan and bylaw. After holding a Public Hearing, Town Council considers the adoption of the HCD Plan and associated documents.

If the plan and associated documents are adopted by Town Council, they are submitted to the Minister responsible for the Heritage Property Act for review and consideration concerning their adoption.

Once approved by the Minister, and upon publication of the approval and advertisement in the local paper, the district is established and programs can be developed to support the plan.

## **1.4. Proposed Public Participation Program**

As part of this background report, the Town of Lunenburg will establish the public participation program for the adoption of the Heritage Conservation Plan and Bylaw. The PPP is a program adopted by the Town to guide the approval or amendment of an HCD.

The PPP will include the following:

- Public Meeting where the HCD Plan and bylaw are presented to the public for comment.
- Written notification to all property owners within the HCD of the public meeting.
- Written notification to all property owners removed from the HCD of the public meeting.

## **2. Rationale for Heritage Conservation Measures and for District Boundaries**

### **2.1. Historical Context**

#### **E'se'katik: a Place of Clams within Mi'kmaki**

Modern day Lunenburg is located on traditional Mi'kmaq territory. The territory of Mi'kma'ki was divided into seven districts; Lunenburg is within Sipekni'katik (wild potato area). The peninsula where we find Lunenburg is referred to as E'se'katik, (place of clams). The Mi'kmaq have been present in the area for 10 thousand years, with larger numbers spending time in E'se'katik in the summer months. Early 18<sup>th</sup> century texts refer to a Mi'kmaq village near Lunenburg<sup>1</sup>.

#### **Merliguèche: Acadian Settlement**

Acadians settled in the 17th century in the vicinity of a Mi'kmaq village, carrying out trade. They named their settlement after the Mi'kmaq place name, Merliguèche (whitecaps that top the waves in the harbour). The settlement at Merliguèche consisted of 15 Acadian families by the mid 18<sup>th</sup> century. Descriptions mention comfortable wooden houses covered with bark.

#### **A Town for Those Loyal to the Crown**

In 1753, Lunenburg became the second British colonial settlement in Canada, following Halifax, which had been settled a few years prior. The British populated this town with European Protestants considered loyal to the Crown and to establish control over the Acadian population. The first settlers, numbering 1453, were German, Swiss German, and some French Huguenots from Montbeliard.

The Board of Trade and Plantations established a model for laying out new towns in colonies. In the case of Lunenburg the town was composed of six divisions of eight

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<sup>1</sup> Wicken, Bill, "August 1726: A Case Study in Mi'kmaq-New England Relations in the Early 18th Century" *Acadiensis*, XXIII (Autumn 1993), pp. 5-22

blocks. Each block was divided into 14 equal lots measuring 40' by 60', with the exception of the four central blocks being reserved as a central public core. The town plan was drawn in London without considering the local topography; the surveying was executed almost exactly as it was drawn. Consequently, the block pattern is perfectly straight, with streets ranging from relatively flat to surprisingly steep.

The town lots were complemented by offsite garden plots outside of the town that previously had been cleared by the Acadians.

### **A Wooden Town that Thrived and Survived**

The town's history and built form reflects its history as a shipbuilding and fishing town. Upon settlement, the town was built out with vernacular cape-style houses, with a small number of industrial and commercial structures. As the town grew and developed, it experienced a period of success and wealth in the late nineteenth century. The town's architecture donned more enriched expressions both for new construction as well as for additions and alterations, including the Lunenburg Bump.

The public heart of the town was established from the outset, with a concentration of both public and ecclesiastic buildings. Residential properties were built throughout the town's rectangular blocks. Commercial and mixed-use buildings were principally constructed along east west streets, to the west and in the centre of the lower streets in the town between north of the industrial areas along the railway and waterfront.

What was quickly established in Lunenburg was a complete town that fit into the town plan. Its urban form reflects on one hand a plan from London, and Old Town is recognised as the best example of British colonial town in North America, but on the other the waterfront, commercial streets, civic heart and many residential streets reflect the local materials, building traditions, the connection to fishing and boat building. Through different economic cycles, Old Town's architecture was adapted and conserved which has led to the rich collection and the ability to step into a living town within consistent heritage fabric.

As of the second half of the 19<sup>th</sup> century, Old Town grew beyond its original blocks with New Town being surveyed, and smaller lots being subdivided from the commons in between those areas as well as extensions around the Old Town Grid. Those properties reflect subtle changes in architectural styles, lot patterns and the town's development.

## **2.2. Rationale for Heritage Conservation District Measures**

Originally conceived as an Architectural Control Area in 1994 along with two other ones, the current HCD created in 2000 established the basis for recognizing the concentration of significant heritage values in Lunenburg Old Town. It was an important mechanism to manage the evolution of Old Town while respecting heritage. The HCD plan and bylaw have focused on architectural styles that are typical of Lunenburg's traditions.

The two remaining Architectural Control Areas (ACA) were established to help guide the design of sensitive areas to the west of the current HCD and across the harbour from

Old Town. These adopted policies that identified traditional architectural elements that were compatible with the character of the area.

Since then, however, the tools to manage the evolution of heritage environments have become more precise by incorporating clear statements of value; expanding the definition of value beyond architecture; identifying exactly which elements are character defining and support the value; and identifying which properties are related to the values and which are not. There is now an accepted set of standards to guide the conservation of heritage structures, the *Standards and Guidelines for the Conservation of Historic Places of Canada*. Lastly, the implementation of ACAs had the objective of preserving heritage through urban design but instead has introduced challenges in achieving that objective.

The conservation environment's evolution has also been accompanied by a change in urban planning policies. The 2020 adoption of a Comprehensive Community Plan has introduced an approach to planning that “enables a community to plan its development for all aspects of community life” by providing “guidance for most aspects of the community—land use, housing, transportation, the environment and many other elements that affect the daily lives of residents and visitors in the town” and “establishes a set of strategic directions and possible mechanisms to achieve them, while allowing room for adaptation”(CCP Lunenburg pp.3-4). This integrated approach includes heritage but leaves it to the actual policy mechanisms, the definition of how to achieve the goals of the CCP.

The consequences of these changes is that a review of significance, character-defining elements, boundaries, and policies is required. The option of updating the existing the current HCD was considered but there are too many new variables that affect the values, the evolution, and the practice of conserving heritage. A new HCD was deemed the clearest way to achieve the various goals in an integrated manner.

### **2.2.1. Heritage Values**

The *Heritage Property Act* defines heritage value as “*the aesthetic, historic, scientific, cultural, social or spiritual importance or significance for past, present or future generations and embodied in character-defining materials, forms, locations, spatial configurations, uses and cultural associations or meanings*”.

The heritage value of Lunenburg Old Town as a Heritage Conservation District lies in its economic, administrative, historic and social role in the evolution of the Town as well as in its exceptional architectural and planning qualities recognized nationally and internationally, which continue to the present.

The heritage value of Lunenburg Old Town is embodied in the complete 18th century town plan, as well as the diverse vernacular architecture and settings of five character areas: the waterfront area, the commercial area, the civic area, the residential area and the transition area.

### **The Waterfront Area**

The waterfront area is the part of Town that over time has become iconic and a symbol of Lunenburg's history and commercial identity. Defined by an alignment of larger structures associated with the fishing industry, it maintains its functionality as a working waterfront, supporting both commercial and leisure sailing activities. The economic drivers that define the Town of Lunenburg since its foundation are embodied in that area. Buildings largely date from the 18th century to the 20th century.

### **The Commercial Area**

The commercial area covers the properties along Lincoln, Pelham, and Montague streets, and between Kaulback Street to the west and Prince Street to the east. It is the traditional heart of commercial activities in Lunenburg, a destination for centuries for residents to buy a range of goods. It abuts the waterfront and is distinguished by a concentration of commercial type buildings from the 19th century and 20th century whose architectural quality exemplifies the wealth of the community during that period.

### **The Civic Area**

The civic area was designed as part of the original 1753 town plan when it was laid out and extended from Hopson Street to the east to Cornwallis Street to the west. Largely untouched since then, the area sits at the top of the hill overlooking the harbour. It is defined by larger lots which retain open spaces for public use and is bound today by Kaulback street to the west and Prince street to the east, Townsend street to the north and Cumberland street to the south. The larger lots include only public buildings such as Town Hall and are framed by a number of churches and buildings associated with prominent individuals in the Town's history. Together they form a coherent ensemble of buildings from the 18th century to the 20th century that speak to the original town plan and to the wealth of the community.

### **The Residential Area**

Outside of the waterfront, commercial and civic areas, Lunenburg Old Town is defined by residential buildings exemplifying the distinctive vernacular architecture of the town over two centuries. The residential area largely encompasses the area between Kaulback street to the west, Kempt street to the east, Creighton street to the north, and Bluenose Drive to the south. Throughout that area, houses exhibit the characteristics of Lunenburg traditional architecture from the 1750s to the 1940s.

### **The Transition Area**

The area surrounding the commercial, civic, residential, and waterfront areas includes properties outside the original town plan that was the first expansion following the initial settlement. This area plays an important role to distinguish Lunenburg Old Town from its surroundings and offer a transition between new areas and the original settlement. It includes residential properties, the Academy, the two hills formerly used as commons, and the main gateway roads leading to the Old Town.

### **2.2.2. Comprehensive Community Plan**

In 2018, the Town of Lunenburg embarked in the development of a Comprehensive Community Plan, a planning framework that aims to integrate a range of municipal issues and strategies. It was adopted by Town Council in 2020.

One of the issues addressed was heritage. During the extensive community engagement, residents have highlighted the importance of heritage preservation for the identity and economy of the Town. Concurrently, they supported an approach to densification and development that enabled the evolution of certain components of Old Town and its immediate surroundings.

In light of this new planning framework, the heritage policies need to be revised to ensure their relevance and their effectiveness in protecting Lunenburg Old Town.

### **2.2.3. Protecting the World Heritage site**

Lunenburg Old Town was inscribed on the World Heritage List in 1995. One of the prerequisites for its inscription is to protect the site and preserve the elements that give it Outstanding Universal Value (OUV). The HCD as defined under the *Heritage Property Act* is the main regulatory mechanism that protects the site.

However, the values recognized by the HCD and those related to the OUV require better attention to ensure that both recognitions benefit from the same regulatory protection and satisfy the expectations of the World Heritage Committee. Additionally, in order to simplify the responsibilities of the municipal authority, the HCD plan aims to better align the articulation of values, character-defining elements, and boundaries. This will result in a stronger HCD Plan and a streamlined approach to managing all heritage and designations in the Town.

## **2.3. Rationale for Heritage Conservation District Boundaries**

### **2.3.1. Proposed Revised Statement of Significance**

The Statement of Significance is the foundation of conservation plans and strategies. It describes the heritage value and character defining elements that guidelines can be developed and provide a path towards decisions that help preserve cultural heritage.

The current Statement of Significance, as found on the Canadian Register for Historic Places, was adopted in the early 2000s. Since then, the practice of heritage conservation has established clearer standards around preparing and using statements of significance. The current Statement of Heritage Values is included in Appendix B.

The background study proposes a revised statement of significance to apply to the new HCD. This aligns with current practices and aims to clarify the exceptional heritage qualities of Lunenburg Old Town in ways that support its conservation.

A Statement of Significance includes a description of place, a statement of heritage value, and character-defining elements. It should be noted that the Mi'kmaq values, while acknowledged, are not expressed in the proposed revised statement. This would require future engagement and guidance from Mi'kmaq to ensure a respectful understanding of the history and associated heritage values.

## **Description of Place**

Lunenburg is located on the southwest coast of Nova Scotia, within Mi'kmaki, the traditional territory of the Mi'kmaq. Lunenburg Old Town Heritage Conservation District is an 18th century British colonial planned town laid out on a portion of the south facing side of a peninsula known traditionally as E'se'katik, the place of clams, overlooking a natural harbour.

The town grid is composed of blocks formed by seven north-south streets, each including a number of distinct lots of regular sizes, rigidly laid over the undulating topography and drumlin landform of the peninsula, resulting in steep straight streets.

Primarily oriented towards the waterfront with sections of the town set aside for distinct uses, the Lunenburg Old Town Heritage Conservation District offers a consistency of architectural styles that gives it a sense of historical and cultural cohesion. It includes waterfront and shipyard buildings, and continues north up the slope of the peninsula's hills to encompass the downtown commercial district; the institutional area of the town, with a parade square, town hall, Anglican church, former courthouse and rectory, and other public buildings; and the private wood-construction homes to the north of the town centre.

To the east and the west of Old Town, the two commons at Gallows Hill and Blockhouse Hill, as well as the early expansions complete the place.

## **Heritage Value**

Lunenburg Old Town Heritage Conservation District is significant because it is the second oldest and most intact example of an 18th century British planned colonial town in Canada, it illustrates a well-preserved vernacular architectural tradition that spans two centuries, it exemplifies marine-related and fisheries industries in Nova Scotia, and it expresses the culture and traditions of the people that lived and settled here for centuries.

Its heritage value lies in the urban form as defined by the gridiron street pattern of the town plan; the dedicated open civic spaces; spatial organization of institutional, commercial, industrial, and residential areas; regular lot sizes; and built forms within that plan. It also resides in a vernacular building tradition deriving from the shipbuilding skills characterized by the use of wood, and unique architectural details like the 'Lunenburg Bump'.

Its heritage value is equally embodied in the ongoing functional waterfront and the presence of brightly painted warehouses and outbuildings, associated with fishing, shipbuilding and other marine related activities.

## **Character-Defining Elements**

The HCD encompasses Character-Defining Elements (CDEs) defined as those tangible elements that embody the heritage value of the district, in the entire district and in five specific areas of the HCD.

### *The Old Town*

The HCD encompasses CDEs that support the heritage value of the whole, including:

- its gridiron plan, characterized by its rectangular form divided in regular streets and blocks, the allocation of spaces for public uses in the centre of the town, and the clear delineation between town and surrounding areas. There are seven north-south streets, 48 feet wide (with the exception of King Street, which is 80 feet), intersected at right angles by nine east-west streets, each 40 feet wide, and with each block divided into 40 foot by 60 foot lots.
- its smaller sized lots within each block;
- the distinction between commercial, civic, residential, and industrial areas as characterized by greater density in residential and commercial areas, open spaces surrounding landmark public buildings, and larger and functional waterfront spaces and structures;
- the concentration and comprehensive collection of quality architecturally significant 18th to 20th-century buildings and works, of various styles including residences, churches, institutional buildings, shops and waterfront warehouse and industrial buildings;
- the characteristic elements of the Lunenburg vernacular building tradition, including the predominance of wood construction and exterior finishes among all building types and styles; and the "Lunenburg Bump";
- its skyline punctuated by the spires of its churches;
- the visual and physical predominance of the waterfront buildings and of the churches when viewed from the harbour;
- The areas outside the original town plan that supported, protected, and connected the community, including the commons, parts of Blockhouse Hill, and the Academy.

## **Character-Defining Elements (cont'd)**

### *The Waterfront Area*

Additionally, the HCD encompasses CDEs of the Waterfront Area including:

- the larger-scaled waterfront buildings, including wooden warehouses, lofts, boatshops, and industrial buildings, many with their gable end turned to the harbour, most of a large scale, no more than four-storey high, small paned windows and painted in bright colours;
- the utilitarian nature of buildings which combine large structures with smaller service building and exhibit, in simpler form, the fundamental architectural characteristics of the rest of the town;
- the interrelationship between buildings, spaces, structures and the harbour, illustrating the functional nature of the waterfront associated with marine, shipbuilding and fishery activities;

### *The Commercial Area*

Additionally, the HCD encompasses CDEs of the Commercial Area including:

- the streetscapes defined by close or contiguous buildings, no more than four-storey high, built to the streetline, with doors facing the street, designed or adapted for commercial activities, blending residential and commercial architecture;
- late Victorian, Georgian, and Edwardian architectural styles;
- sympathetically scaled buildings along Lincoln Street that contribute to a cohesive streetscape;
- the densely built nature of the commercial area;

### *The Civic Area*

Additionally, the HCD encompasses CDEs of the Civic Area including:

- a well defined open space interspersed with landmark buildings serving a public purpose, including Saint John's Anglican Church building and open space surrounding the building, the old fire hall and electric lights building, town hall with park space to either side, the open park space to the east of town hall including war memorials, a bandstand and the King Street right-of-way;
- a visual and architectural relationship between the open spaces and the buildings that surround them, most built close to the streetline, emphasizing the prominence of the location;
- the lighter density, emphasizing the importance of the civic core and its public uses;

### *The Residential Area*

Additionally, the HCD encompasses CDEs of the Residential Area including:

- the significant concentration of diverse historic architectural styles, creating cohesive streetscapes, including Cape Cod, Georgian, Gothic Revival, Classical Revival, and Second Empire styles, accentuated with vernacular architectural elements;
- elements that are typical of a longstanding building tradition particular to the Lunenburg area, including sturdy wooden construction, with clapboard or shingle cladding and wooden trim elements and decorative elements;
- individual or single houses, no more than three storey high, with doors and windows facing the street, modestly set back from the street, at regular intervals, with occasional smaller secondary buildings on the side or the back;
- the moderate density;

### *The Transition Area*

Additionally, the HCD encompasses CDEs of the Transition Area including:

- the significant concentration of diverse historic architectural styles;
- Street patterns that evolve from the gridiron pattern prevalent in the rest of Old Town, forming larger lots;
- Gallows Hill, its cemetery, Academy, and open spaces;
- Parts of Blockhouse Hill, and open spaces;
- The cohesive streetscapes along Falkland and Dufferin streets, meeting at Lincoln street, their concentration of 19th and early 20th century houses and commercial buildings, no more than three storeys high, exhibiting Victorian and Edwardian styles, emphasizing a sense of arrival to Old Town;

### **2.3.2. Contributing Heritage Resources**

The Lunenburg Old Town HCD Plan boundary includes contributing heritage resources such as buildings, structures, and open spaces that together contribute to the heritage value of Lunenburg Old Town and give it integrity. These contributing resources will be identified in the HCD Plan and will be subject to policies that aim to maintain their character-defining elements that support the heritage value of the HCD.

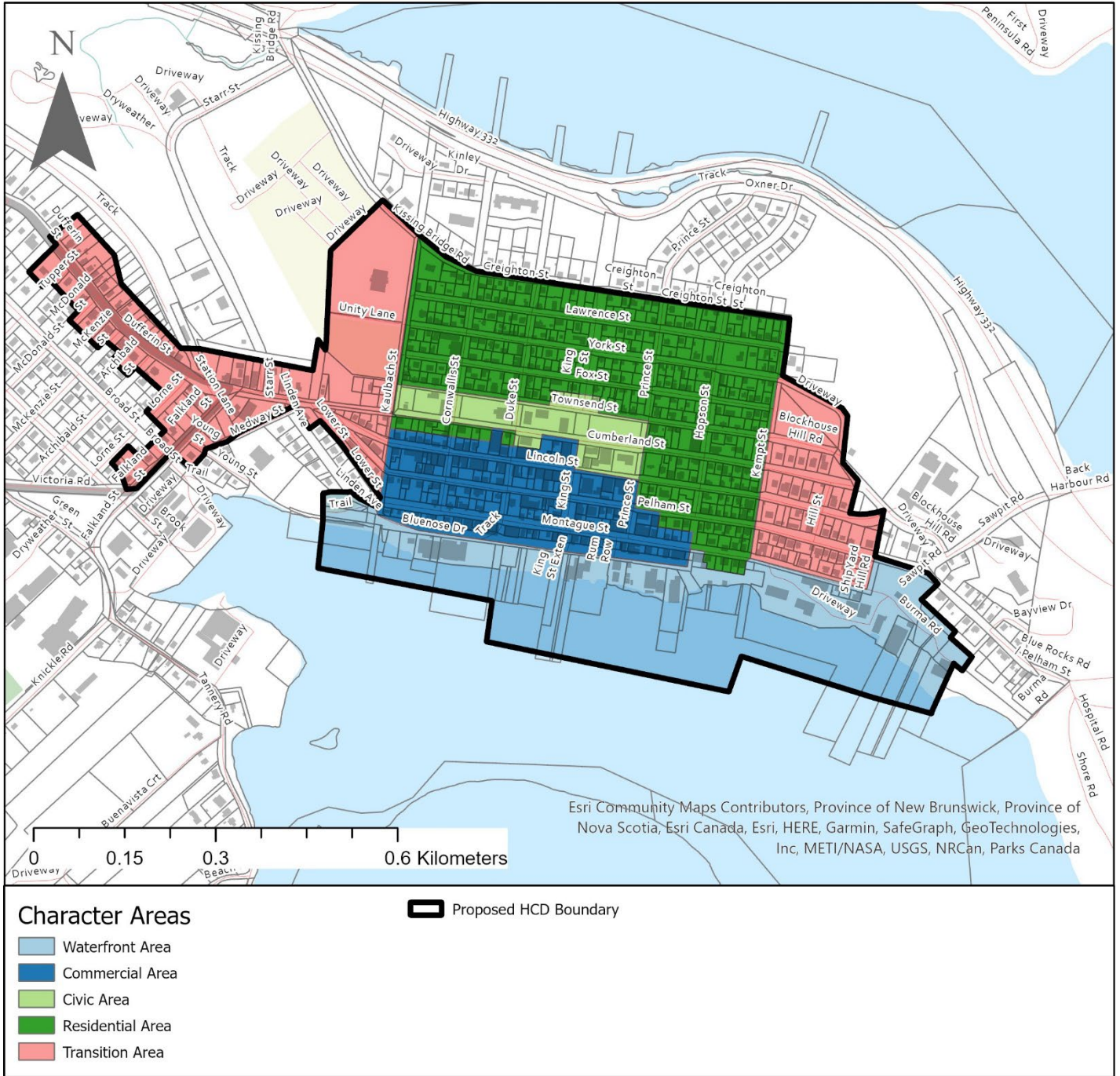
Additionally, the HCD Plan will provide a list of non-contributing heritage resources for which general policies that guide changes to non heritage structures in an HCD will apply.

Lastly, the HCD Plan will provide the architectural details that are character-defining elements defined as styles in the new Statement of Significance to guide their conservation. For example, it will describe in greater details the qualities of the commercial area in terms of the range of types of storefronts, the types of large windows and entrances delineated by intermediate cornices marking a separation between the lower and upper storeys, and the pedio-style decorative features such as entablatures, pediments, neo-Gothic window tracery and triangular heads.

### **2.3.3. Boundary**

The district proposed boundary includes all the waterfront properties Between Medway Street lot A-3 and 52 Burma Road. From the west side of the waterfront to the east side, the boundary follows the north side of Lower Street, turning west on Medway Street including 1 Medway Street until 29 Falkland Street including the West side of Falkland between Victoria Road and Broad Street and both sides of Falkland between Broad Street and Dufferin Street as well as both sides of Dufferin between Falkland and 102 Dufferin Street, the boundary then includes the north side of Lincoln Street and turns north at Kaulbach Street including the west side of Kaulbach Street until it joins Kissing Bridge Road and follows the south side of Kissing Bridge Road and Creighton Street, down to the west side of Kempt Street until Blockhouse Hill Road, the boundary follow the Blockhouse Hill Road until its intersection with Cumberland street, down to Lincoln Street following back to Blockhouse Hill Road and continuing on ShipYard Hill Road until Pelham.

Map 1 identifies the proposed HCD boundary and the five character areas.



Map 1 - Proposed HCD and Character Area Boundaries

### **3. Heritage Policy and Legislation**

#### **3.1. Current and New Heritage Conservation District**

The *Heritage Property Act* enables municipalities to establish heritage conservation districts. The Town of Lunenburg has had a HCD in Old Town since 2000. A plan and bylaw have been in place since then.

The conservation plan has guided conservation measures and articulated its policies on pertinent conservation issues and opportunities. The conservation bylaw established the administrative framework for implementation of the plan, including design guidelines for building alterations and new development, and laid out procedures for the issuance of permits (certificates of appropriateness) based on the guidelines.

The conservation plan and bylaw apply to all buildings in a district, whether registered or not. The Minister may exclude provincial designated heritage properties from the provisions of the HCD Plan and Bylaw. A conservation plan and bylaw may be adopted alongside other development control mechanisms, such as amendments to municipal planning strategies and land use bylaws applicable in the district.

The current HCD's boundary includes the original laid out blocks of Old Town, as well as adjoining sections of historic urban fabric adjacent to that grid. The focus of policies are on the pre-1940 buildings and their conservation. There are different policies for the waterfront properties and post-1940 buildings. The design guidelines in place illustrate and demonstrate expectations for alterations to properties and new development.

The current Heritage Property Bylaw has been in place since 1981, establishing the Heritage Advisory Committee and enabling the Town to register a property, a streetscape, or an area. The existing bylaw enables the town to update the HCD and revise its boundaries. The bylaw is concurrently being updated to reflect the current *Heritage Property Act*.

The proposed new HCD plan and bylaw would replace the existing ones to better reflect planning changes.

The Town of Lunenburg currently has a designated Heritage Officer who is responsible to administer the plan and the bylaw. That position would remain with the new HCD.

#### **3.2. Registered Municipal Heritage Properties**

There are 52 registered municipal heritage properties within Lunenburg Old Town. Municipal heritage properties are registered when properties are deemed to have heritage value and applications for their registration are approved by Town Council.

Heritage value may include architecture, historical associations, or settings and provide important representations of local history.

The Heritage Property Act establishes three processes dealing with municipal registered heritage properties:

- Registration
- Substantial Alteration and Demolition
- Deregistration

To process applications under the Heritage Property Act, a heritage bylaw, heritage registry and Heritage Advisory Committee must be established. The Town's Heritage Bylaw, first in force in 1981, establishes the municipal heritage registry and the Heritage Advisory Committee and identifies its powers which are, in general terms, to advise Town Council on all matters relating to heritage.

### **3.2.1. Heritage Advisory Committee**

The Heritage Advisory Committee provides advice to Town Council in the administration of the Heritage Conservation District.

The role of this committee will remain with respect to the new heritage conservation district, specifically in advising Town Council respecting: 1) the preparation, amendment, revision or repeal of a conservation plan and conservation bylaw; 2) the administration of the heritage conservation district; 3) an application for a certificate that is required by the act or the conservation plan and bylaw to go to a public hearing.

### **3.2.2. Registration**

In accordance with the *Heritage Property Act*, since the establishment of the Heritage Conservation District in 2000, no further buildings, streetscapes or areas in the District have been registered as municipal heritage properties. Existing municipal heritage properties within the Heritage Conservation District, were registered prior to the establishment of the HCD and continue to be registered and subject to the applicable provisions of the *Heritage Property Act* in addition to the Heritage Conservation District plan and bylaw.

### **3.2.3. Substantial Alteration and Demolition**

An application for a substantial alteration or demolition of a municipal heritage property is considered under the Heritage Property Act. To substantially alter or demolish a municipal heritage property, within or outside of a Heritage Conservation District, an application must be submitted to the Town. Town staff prepare a report for the Heritage Advisory Committee (HAC) who evaluate the alteration or demolition using the conservation standards prescribed under the bylaw and any other relevant Heritage Conservation District plan and bylaw or town policies, such as the heritage design guidelines.

If HAC agrees that the proposal meets the conservation standards and other provisions, it may pass a positive recommendation to Town Council. A hearing is required for demolition.

Town Council decides to approve or refuse the application with consideration given to the staff and HAC recommendations.

Registered municipal heritage properties within a Heritage Conservation District are protected by stronger development controls than registered municipal heritage properties outside of a Heritage Conservation District because the “three-year delay clause” (Section 18 of the Heritage Property Act) does not apply.

However, the Heritage Conservation District plan includes provisions to allow for a process to consider demolition and substantial alteration, such as the issuance of a certificate of appropriateness.

#### **3.2.4. Deregistration**

To deregister a municipal heritage property, within or outside of a Heritage Conservation District, an application must be submitted to the Town along with an associated fee.

The *Heritage Property Act* identifies specific provisions under which Town Council may consider an application for deregistration: 1) the property has been destroyed or damaged by any cause; or 2) the continued registration of the property appears to the council to be inappropriate as a result of the loss of the property's heritage value.

According to the heritage bylaw, deregistration applications may be reviewed by the Heritage Advisory Committee. If the HAC is satisfied that the application meets one of these provisions, it may pass a positive recommendation to Town Council. If Town Council wishes to consider deregistration of a heritage property, it must hold a public hearing to consider it prior to making its decision.

There have been no requests for deregistration in Lunenburg Old Town since 2000.

#### **3.2.5. Heritage Agreements**

Under Section 20 of the *Heritage Property Act*, Town Council may enter into an agreement with the owner of municipal heritage property or property located in a Heritage Conservation District, whereby the owner grants to the council a right or incurs an obligation respecting the use, preservation or protection of the heritage property or property located in a Heritage Conservation District.

To date there are no such agreements entered by Town Council.

### **3.3. Registered Provincial Heritage Properties**

Registered provincial heritage properties are deemed to have a provincial level of heritage value. Heritage value may include architecture, historical associations or settings, and provides important representations of Nova Scotia's history. There are 7 properties that are provincially registered.

The extent to which a conservation plan and bylaw may apply to any registered provincial heritage property in a Heritage Conservation District is determined by the

Provincial Heritage Advisory Council and the Minister responsible for the Heritage Property Act and Heritage Conservation District Regulations on a case by case basis.

All applications to substantially alter or demolish a provincial heritage property require the approval of the Governor in Council on recommendation of the Advisory Council. The Minister may consider applications to deregister a provincial heritage property.

Registered provincial heritage properties are protected by stronger development controls than registered municipal heritage properties because Section 18 of the Heritage Property Act does not apply. If permission for demolition or alteration of a provincial heritage property is refused, the refusal does not expire after three years.

### **3.4. Federal Heritage Properties**

National historic sites (NHS) are places that were designated by the responsible federal minister, following advice by the Historic Sites and Monuments Board of Canada, as having a nationally significant impact on Canadian history or illustrated a nationally important aspect of Canadian human history.

Currently, designation as a national historic site provides no legal protection for the historic elements of a site. National historic sites owned and operated privately are eligible for funding under the Cost-sharing program.

In Lunenburg Old Town, there are four national historic sites including the Lunenburg Old Town Historic District designated in 1995. They are owned and administered by the Town or private property owners. All national historic sites are registered as provincial or municipal heritage properties and as such are legally protected.

The boundaries of the NHS and of the HCD largely overlap. The proposed new boundary incorporates the NHS in its entirety. (see Map 2 - Boundaries of NHS, WHS and proposed HCD)

There are currently no federal heritage buildings within Lunenburg identified by the Federal Heritage Building Review Office (FHBRO) and as such no federal department has responsibilities towards heritage.

### **3.5. World Heritage Site**

Lunenburg Old Town was inscribed on UNESCO's World Heritage List in 1995. It has been a source of pride and economic benefit for the town since.

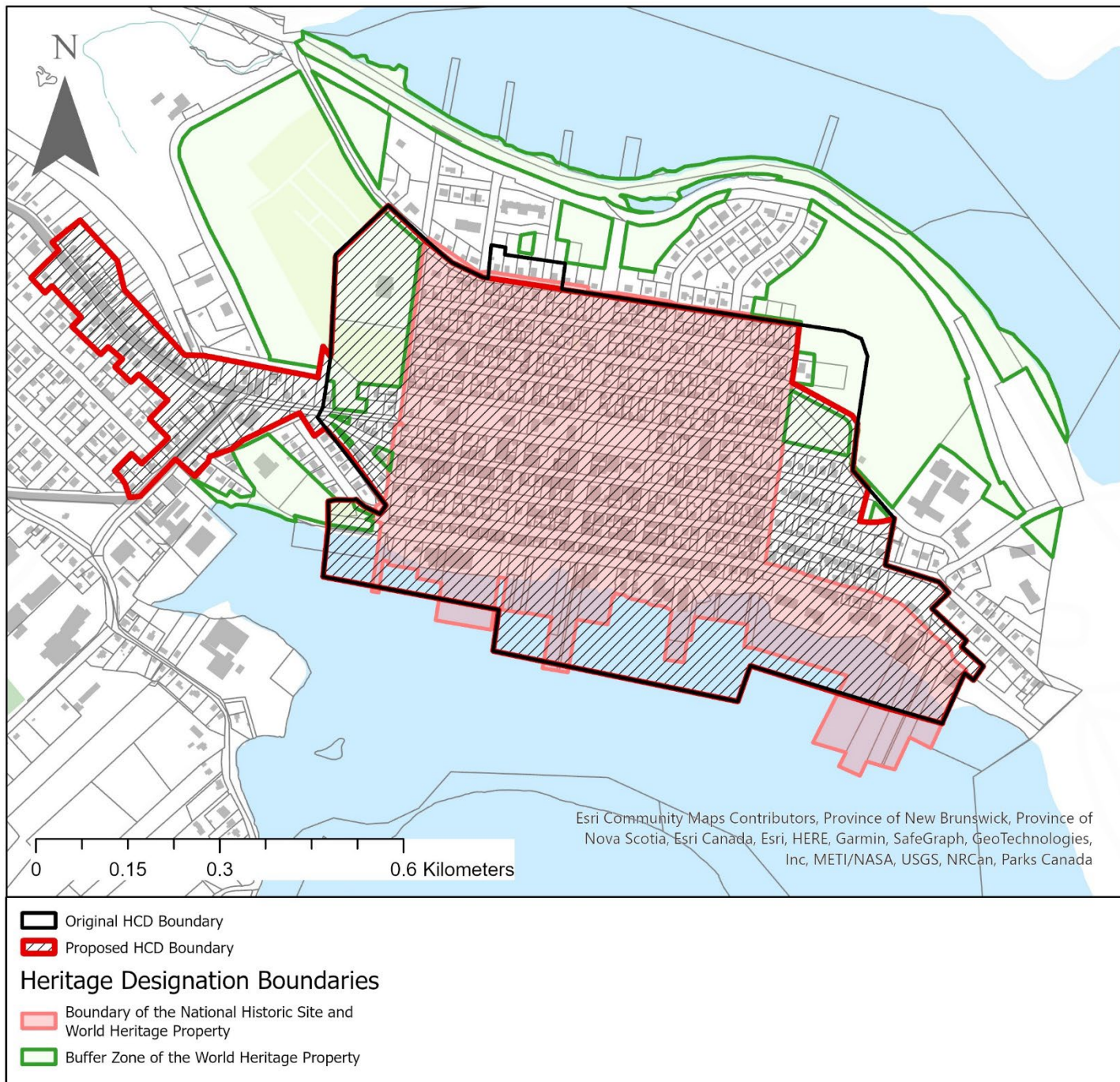
A World Heritage status requires that protection and management measures are in place to ensure that the Outstanding Universal Value (OUV) retains its integrity and authenticity. This means that the heritage value and its character defining elements (or attributes in WH concepts) are in good condition and that pressures are managed.

Nevertheless, the international recognition introduced challenging responsibilities for the Town. The critical one is that the protection lies essentially in the hands of the town

authorities. The HCD plan and bylaw serve as the mechanism to make decisions on alterations, demolitions, and additions as well as manage pressures within both the HCD and the World Heritage (WHS).

Additionally, the plan and bylaw are not fully aligned with the OUV or the WHS boundaries. This creates challenges in ensuring that obligations regarding the inscription are met and offers inconsistent guidance to make decisions. Lastly, there is confusion around what the World Heritage values mean on the ground and how they are supposed to be conserved.

The new HCD aims to align the values of the district with the OUV and provide greater clarity on effective mechanisms to protect both simultaneously. The proposed boundaries incorporate the WHS and parts of its buffer zone. (see Map 2 - Boundaries of NHS, WHS and proposed HCD)



Map 2 - Boundaries of NHS, WHS and Proposed HCD

## Summary table

	World Heritage	National Historic Site	Heritage Conservation District
Why	<ul style="list-style-type: none"> <li>British colonial urban planning</li> <li>Fulfill the economic and social purpose</li> <li>Diversified and well-preserved vernacular architectural traditional</li> </ul>	<ul style="list-style-type: none"> <li>Earliest and most intact British model plans</li> <li>Atlantic fisheries</li> <li>Richness and homogeneity of architecture</li> </ul>	<ul style="list-style-type: none"> <li>Planned colonial town</li> <li>Vernacular architecture</li> <li>Marine related activities</li> </ul>
What	<ul style="list-style-type: none"> <li>Regular layout of property parcels in a grid pattern with geometrically regular streets, central public spaces, and key community structures, with a functioning waterfront</li> <li>scale, siting and materials (predominantly wood) throughout the property, and a regional architectural vocabulary that includes the 'Lunenburg bump'</li> <li>continuing vernacular architectural tradition is integral</li> </ul>	<ul style="list-style-type: none"> <li>Its gridiron, "model town" plan, as evidenced in its geometrically regular streets and blocks, its allocation of public spaces, and its distinction between urban and non-urban areas; its small lots; the densely built nature of the townsite;</li> <li>Large scale of waterfront buildings</li> <li>Bright colours</li> <li>a number of houses of "coulisse" construction, now clad in clapboard or shingles; single-storey Cape Cod dwellings; two-storey houses constructed in the British classical tradition; the former Court House</li> <li>Second Empire-style residences of families associated with the fishing and shipbuilding industries; the frequent use of the Lunenburg "bump" domer in all its variations;</li> <li>simple post-World War II bungalows, "Four-Square" houses, and Dutch Colonial Revival-style houses, that continue earlier wood construction traditions on a modest scale</li> <li>waterfront shipyards, including those still used for shipbuilding and retrofitting; buildings and facilities associated with the work and community life of people who worked in the fishing industry,</li> </ul>	<ul style="list-style-type: none"> <li>the dense concentration of historic architecture [...] ranging in age from the eighteenth to early twentieth century, and creating cohesive streetscapes</li> <li>The main types of buildings include waterfront industrial buildings in the Maritime Vernacular warehouse style, commercial buildings in the late Victorian and Edwardian styles, and a variety of homes in Georgian, Cape Cod, Gothic Revival, Classical Revival and Second Empire styles, accentuated with vernacular architectural elements;</li> <li>all elements of the town's still preserved original form, [...] rectangular grid form layout of seven north-south streets, 48 feet wide (with the exception of King Street, which is 80 feet), intersected at right angles by nine east-west streets, each 40 feet wide, and with each block divided into 40 foot by 60 foot lots. [...] most buildings close to the streetline, public spaces in the centre of town and a well-defined distinction between urban and non-urban areas</li> <li>the layout and use of the institutional area of the Old Town, in its geographic centre, [...] Saint John's Anglican Church building and open space surrounding the building, the old fire hall and electric lights building, town hall with park space to either side, the open park space to the east of town hall including war memorials, a heritage bandstand and the King Street right-of-way, and the Armouries site (now the Town of Lunenburg Public Works Department) at the far eastern end</li> <li>all original elements reflecting the fishing and shipbuilding industries, especially the inter-related warehouses and wharves, the marine railway, outbuildings, parking and loading areas, [...] all elements contributing to the visual character and related harbour views of the area, without constricting its function;</li> <li>elements used by the town in the protection of the district such as former cannons put in place at corners to slow carriage traffic, significant trees located in public areas, monuments, and</li> </ul>

	World Heritage	National Historic Site	Heritage Conservation District
Legislation	Provincial	Provincial	Provincial
Policies	HCD Plan and Bylaw	HCD Plan and Bylaw* <small>*for federal funding S&amp;Gs</small>	HCD Plan and Bylaw
What do they protect	<ul style="list-style-type: none"> <li>buildings or structures and their settings based upon their historic or architectural value;</li> <li>the service infrastructure upon the heritage value of the district</li> <li>Settings</li> <li>Continuing vernacular architectural style</li> </ul>	<ul style="list-style-type: none"> <li>Colour</li> <li>Large scale of waterfront buildings</li> <li>Buildings based on historical or architectural value</li> <li>Open spaces</li> <li>Settings</li> <li>Lot sizes</li> </ul>	<ul style="list-style-type: none"> <li>buildings or structures and their settings based upon their historic or architectural value;</li> <li>the service infrastructure upon the heritage value of the district</li> <li>Settings</li> <li>Lot sizes</li> <li>Original elements</li> <li>Trees, monuments, and urban furniture and elements</li> </ul>
Gaps	<ul style="list-style-type: none"> <li>Function</li> <li>Shape of grid pattern</li> <li>Social and economic purpose</li> </ul>	<ul style="list-style-type: none"> <li>Function</li> <li>Shape of grid pattern</li> </ul>	<ul style="list-style-type: none"> <li>Function</li> <li>Visual character and views</li> </ul>

#### 4. Municipal Policy Discussion

Lunenburg, through its CCP, has established clear goals and objectives for the next 40 years for the Town. The CCP is the guiding document for the community and is based on significant research, public engagement and Council review. Heritage related issues that were identified in the CCP include:

- There is a focus on accommodating residential development and promoting economic development while also preserving and maintaining heritage assets. For example, internal conversions to work live is encouraged but how this occurs without impacting heritage is the critical point.
- Post 1940's heritage must be integrated and protected along with modern vernacular styles.
- Generally speaking, the intention is to make the downtown more vibrant, walkable and economically thriving.
- CCP supports the working waterfront, industrial nature of the waterfront
- CCP indicates Council's desire to use the Standard and Guidelines
- CCP sets a general intent to integrate modern elements that support environmental sustainability such as solar panels, for example. There is also the need to consider sea level rise as well.
- Accessibility standards are also important to consider for renovations, and new builds. 2030 the province will have more stringent standards and so how can whatever the province will require be implemented and the critical heritage elements be conserved and sustained.

The Municipal Planning Strategy was amended in 2021 to reflect the directions, relating to land use policies, established in the CCP. The policies are implemented through the Land Use bylaw regulations. The next step is to amend the policies and regulation of the Heritage Conservation District Bylaw to fall in line with CCP, MPS and LUB.

The MPS adopted policies that related to the directions of the CCP, with the enabling land use bylaw using a form-based approach to regulating land use. The key issues identified by the MPS include:

- Housing
- A working waterfront
- Sustainable Infrastructure
- A Changing climate
- Living Heritage.

The form based overlay established in the MPS is designed to establish standards for building form, building placement, site design and signage within the established heritage areas of Lunenburg. The MPS, through policy 5-4, establishes a Heritage Conservation District.

Figure 1 establishes the hierarchy between the different planning tools. With this review, the HCD will be the policy document and the Bylaw will be the implementation tool.

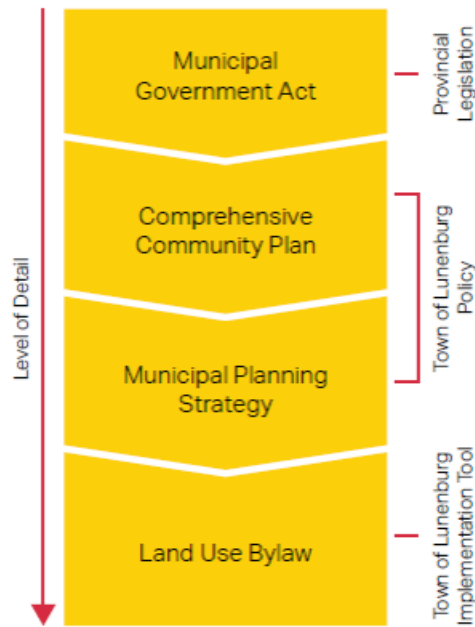


Figure 1 - Hierarchy of planning policies and tools in Lunenburg (excerpt from CCP, p.6)

## 4.1. Heritage Conservation

### 4.1.1. Existing Heritage Conservation Policy

The current HCD includes 615 properties of which 52 are registered as municipal heritage properties, seven as provincial heritage properties, and four as national historic sites. There are 379 individual owners and 87 corporate or charitable entities are owners of property within the current district. The HCD Plan and Bylaw adopted in 2000 are the primary tools guiding decision making to conserve heritage. It covers a range of issues related to heritage and measures to address them.

#### **Contributing Heritage Resources and Conservation Objectives**

The current HCD Plan and Bylaw do not identify contributing heritage resources but implies them instead through the conservation objectives which address architecture, urban form, and setting.

The conservation objective for architecture is stated as the main objective of the plan. It identifies periods of interest, styles, and provides some characteristics associated with the different styles. Extensive illustrations of the details are provided in the appendices.

The conservation objective for the urban form describes the main elements of significance, including the town plan, the open spaces in the centre of the Town, the construction of buildings next to the street, and the distinction between urban and non-urban areas through clear edges, especially at Gallows Hill and Blockhouse Hill.

The conservation objective for the setting emphasizes the relationship between the historic elements and their setting and identifies the key elements. It lists open spaces, views, and trees as being particularly important. Spaces outside (Blockhouse Hill, Gallows Hill) and inside Old Town (Parade Square), views from hills, streetscapes, and towards key components of the Town (e.g. shipyards) are all identified. The objective also mentions public infrastructure and urban furniture as being relevant to enhance the historic setting.

These elements will be reviewed in the new HCD Plan in order to align the significance, the boundaries, and the contributing resources to the objectives of preserving cultural heritage in Old Town.

### **Conservation Policies and Standards**

The current HCD Plan has a set of policies for each of the three objectives, namely for the conservation of architectural character, for the urban form, and for the setting. Additionally, it introduces policies for the waterfront.

The policies for architecture identify which projects require a certificate and which ones do not, and establish the administration of the plan by a heritage officer and through the adoption of design guidelines. The main types of projects and buildings are captured such as new buildings, alterations to historic buildings, demolition, modern buildings, registered heritage properties, outbuildings. Lastly, it addresses some specific design matters including vinyl siding and exterior colour.

The urban form policies focus on the edges, street patterns, the parade square, and lot layout. They highlight the patterns to guide the design of the town. The policies for the historic waterfront address similar functional elements related to preserving the marine related uses and working waterfront character.

The policies for the setting put a lot of emphasis on views, providing significant detail on which views are deemed critical to appreciate Lunenburg Old Town and its relationship with its setting. Additional policies are described in relation to trees, signs, fences, utility infrastructure, and service infrastructure. Some of the policies are directed towards individual landowners but the majority are Town related responsibilities.

Many policies remain relevant to the direction for the new HCD and will be transferred.

These policies are complemented by the application of the *Standards and Guidelines for the Conservation of Historic Places in Canada*, a document that sets national approaches to conserving buildings, landscapes, and other forms of heritage. Lunenburg adopted this document in 2007 and uses it to assist in reviewing projects.

## **Financial Incentives**

The current HCD Plan identifies financial incentives mostly associated with provincial programmes. It mentions the provincial partial HST rebate, grants for conservation planning, and the need to explore other potential programmes.

Today, the provincial government continues to manage the HST rebate as well as the Heritage Development Fund which provides grants for conservation work and advice.

The federal government administers a cost-sharing program that can provide funding for planning and work to private owners of national historic sites or properties within historic districts of national significance.

The municipality has recently in 2018 adopted a Heritage Financial Incentives Program to help low-income families conserve their heritage property. The program has yet to be funded.

## **Coordination with World Heritage Community Strategy**

The current HCD plan is aligned with many objectives tied to the protection of the World Heritage site and mentions specific committees and strategies. They include the *Lunenburg World Heritage Community Strategy*, the *Lunenburg World Heritage Community Foundation (renamed the Lunenburg World Heritage Society)*, and the *Lunenburg World Heritage Corporation*. These strategies and entities are no longer applicable or active.

## **Architectural Control Areas**

There are currently two Architectural Control Areas: the first covers the area around Dufferin and Falkland streets, while the second is located along Tannery Road. Both ACAs when introduced in 1996 were conceived as mechanisms to address the preservation of character (along with a third ACA that covered Lunenburg Old Town). While Old Town became a heritage conservation district in 2000, the two ACAs remained in place to help manage change. These policies aim to guide the development of new buildings and alterations to pre-1940 buildings. Generally, the policies provide a framework to guide the design of changes based on a selection of architectural features and proximity to other structures that illustrate the character of the area.

The current HCD Plan, specifically mentions that “it shall be the intention of Council to consider the future expansion of the heritage conservation district outside of the Old Town to include other historically and architecturally significant areas including the Falkland Street, Dufferin Street and Tannery Road architectural control areas designated under the Municipal Planning Strategy and Land Use Bylaw, the remainder of the historic New Town and adjacent parts of Green Street, and the eastward extension of Pelham Street out to the Town boundary.”

#### **4.1.2. Heritage Conservation Discussion**

The new Lunenburg Old Town HCD will replace the existing HCD to better reflect the evolution of the Town and of the policies that guide decision-making. The Town and its residents remain committed to conserving heritage and the HCD Plan and Bylaw will accompany that commitment through strong integrated policies.

The new HCD Plan and Bylaw will clarify the significance, identify contributing heritage resources, consider other heritage elements related to the value, align with the Comprehensive Community Plan, pursue sustainability strategies, strengthen the protection of the World Heritage site, and implement strong policies and bylaw provisions to protect heritage.

#### **Significance of the Heritage Conservation District**

The current statement of significance for the provincial HCD, as found on the Canadian Register for Historic Places, is extensive in its description of places, characteristics, and resources of importance. Comparatively, the statements for other recognitions, such as the national historic district, are shorter and more focused. This improves decision-making by being precise about what is important to ensure the protection and conservation of critical elements.

The new HCD Plan and Bylaw is based on a revised statement of significance that captures the values that are important to Lunenburgers as well as align with the significance of the national historic site and the World Heritage site.

#### **Conservation of Contributing Heritage Resources**

The new Lunenburg Old Town HCD Plan and Bylaw will identify contributing heritage resources in Lunenburg Old Town and relevant areas directly connected to it. It will recognize that contributing heritage resources deserve protection and conservation. It will apply consistent policies and processes to consider applications for the demolition and substantial alteration of contributing heritage resources.

It will identify the relationship between the contributing heritage resources as character-defining elements supporting the heritage value which will help focus the development of policies adapted to the significance of each heritage resource in relation to that overall value. Furthermore, by identifying those heritage resources, the elements that support the Outstanding Universal Value of the World Heritage site will be reinforced, achieving a seamless protection of both the HCD and the WHS.

The contributing resources will be defined based on characteristics that are reflective of the exceptional architectural, social, historical, and economic nature of heritage in Lunenburg, so as to protect and maintain Lunenburg Old Town's distinctiveness. These will lead to design principles and may include materials, massing, size, and architectural features.

By identifying the contributing resources and determining their characteristics, it will be possible for decisions to be made that assess the impact on the integrity of the historic environment and its authenticity. This will become an important benchmark against which to measure the effectiveness of protection and conservation tools.

### **Other Heritage Resources and Spaces**

There are other elements beyond the ones already identified that can become contributing heritage resources. In the case of Lunenburg, open spaces, waterfront components, and places associated with events may require a closer look to determine their potential for contributing to the value of the HCD.

Post 1940 buildings and spaces have been assessed for their contribution. These may be considered in the overall approach to conserving the district.

In pursuing the principle of inclusion in the new HCD Plan and Bylaw, the values associated with Mi'kmaq and Acadian connections to place may be more clearly expressed in the overall value and in contributing resources.

### **Sustainable Development**

The overarching direction for Lunenburg relies on a sustainable approach, where decisions are based on the social, cultural, economic, and environmental viability of strategies.

The Comprehensive Community Plan builds on other documents, such as the *Heritage Sustainability Strategy* (2010) and the *Planning for Climate Change in the Town of Lunenburg, NS: Inventory of the Built Environment at Risk to Sea Level Rise and Storm Surge* (2013), to incorporate sustainability considerations into the future.

These consider environmental issues such as sea level rise and storm surges induced by climatic events including hurricanes and climate change. They also raise the prospects of building adaptations to incorporate energy generation and efficiency measures.

Additionally, the new HCD will clarify the heritage values and character-defining elements of the historic district, as well as align with the national historic site district and World Heritage site. This will help guide the evolution of the historic environment in a more cohesive way, allowing access to potential sources of funding federally and provincially, and as such help with its long term sustainability.

Lastly, the sustainability of traditions and skills required to maintain the heritage fabric is an issue that affects the sustainability of the HCD. The new HCD Plan will address the maintenance of the historic environment in light of the availability, the adaptability and cost effectiveness of traditional skills and materials.

The new HCD Plan will provide guidance to achieve sustainability in a historic environment.

## **World Heritage Site**

The World Heritage site designation requires that it be protected and that its integrity and authenticity be conserved to maintain its OUV. This essentially means that the contributing resources/ character-defining elements/ attributes need to be identified, their condition assessed and monitored, the boundary needs to include all the resources, the pressures need to be managed and impacts mitigated.

Proper conservation will result in all the character-defining elements being present and in good condition and for decision-making to determine whether a proposed project has an impact or not. The new HCD Plan and Bylaw will provide the tools to achieve that and report periodically, through Parks Canada, to UNESCO that the site has preserved its integrity and authenticity.

Additionally, critical to the conservation of the site, is the identification of a clear boundary and buffer zone. The buffer zone is not a concept that exists for HCDs but for WHS it signals awareness of activities outside of the core heritage area affecting the protection of the OUV. To that end, the current buffer zone captures a large portion of the Town outside the heritage area.

The new HCD expands its own boundaries to incorporate the critical sections of the World Heritage Site buffer zone as transition character areas, allowing a better management of outside pressures and providing policies to act as a buffer through the protection of contributing resources.

## **Conservation Policies and Standards**

The purpose of the conservation measures of a HCD is to ensure that significant changes to the character of the District do not occur without the consideration of their impact on the district and its heritage value. The new HCD Plan will include a process to consider the demolition and substantial alteration of all properties within its boundaries.

The new HCD Plan and bylaw will incorporate the principles, treatments, standards, and guidelines of the *Standards and Guidelines for the Conservation of Historic Places in Canada*. The result will be a harmonized approach to assessing proposed conservation work, including alterations, additions, and new constructions. Certificates of Appropriateness that confirm that the work complies with the HCD Bylaw will be approved. Once obtained, the proponent has no obligation to actually proceed with the intended work. The Heritage Officer will remain the certifying authority. The Heritage Advisory Committee will retain an advisory role.

Finally, the new HCD Plan and bylaw will incorporate relevant parts of the ACAs to strengthen the protection of the whole and offer greater clarification on heritage protection mechanisms in Lunenburg. The remaining ACAs will be dissolved with the protection afforded to individually registered provincial and municipal properties applying.

## **Emphasis on the Whole and on its Parts - Integrity, Design Principles, Character Areas**

The new HCD, by clarifying the heritage value and character-defining elements, will provide a better understanding of what constitutes the integrity of the historic district by focusing on the whole and not just its discreet elements. This will help guide decision-making and assess projects in terms of their impact on that integrity.

The new HCD will also be more explicit about the building principles that define the architectural tradition in Lunenburg. These principles, which will include building with wood and description of forms, will set the course to assess renovations, additions, and infill projects.

Additionally, by recognizing character areas that reflect the original plan (i.e. waterfront, commercial, residential, and civic), the ability to adapt future policies in line with the characteristics of the buildings, structures, and places within these areas will improve the decisions regarding new projects.

## **Integration with the Objectives of the CCP**

The Comprehensive Community Plan adopted in 2020 establishes the long term framework guiding the development of the Town. As such, it addresses issues of densification, housing, and economic development that intersect with the conservation of heritage.

The new HCD, by establishing a policy relationship with the CCP, incorporates the objectives in its approach to conserving heritage and reinforces the direction by providing clarity on character areas, heritage value, character-defining elements, and guidance on managing change within that framework.

## **Financial Incentives**

Current incentives are guided by provincial policies and a new municipal programme that aims to help low income households. The new HCD, by maintaining its relationship with the national historic site district, allows owners and the Town to access federal money associated with the national cost-sharing program and other programs that might be set up. Furthermore, it will explore the relationship between sustainability factors, such as climate change and skills and traditions, and the conservation of the HCD.

### **4.2. Built Form**

The analysis of the current built form of the area included in the new HCD reveals a diversity of styles that reflects the town's evolution and the influence of British and North American architectural styles spanning over two centuries and adapted through vernacular traditions to create quality buildings. Additionally, the diversity of functions highlights a diversity of activities concentrated within the confines of the original town grid which is reflected in a variety of building sizes and shapes.

There are nevertheless common characteristics that are threaded through all these characteristics. These include modest height (generally about three stories tall for non-

industrial and civic buildings), limited setbacks and direct access to the streets, and modest density.

Additionally, the diversity of buildings ties into a spatial organization that has not fundamentally changed since the inception of the town grid in the 18th century. This organization distinguishes between private and public areas, working and residential areas, commercial attractions and resident life areas. The analysis reflects that organization in the five character areas that are proposed for the HCD, namely the residential, commercial, civic, waterfront and transitional areas.

For each character area, there are distinctive patterns that guide the built form. The waterfront hosts larger industrial buildings which echo the size and style of the rest of the town. The commercial area displays quality and detailed architectural features in continuous buildings that are close to each other, along the streetline. While most buildings were purpose built for commercial activities offering storefronts and on the street entryways, some were once residences that were adapted to commercial uses while maintaining their character. The civic area offers an array of styles and sizes that reflect the prominence of the uses associated with these structures. The residential area is characterized by single homes, set back from the street, and at times smaller service structures on the side or the back. Based largely on the architectural styles of the 19th century, each has introduced vernacular elements that are specific to Lunenburg, such as the 'bump'.

Overall, the built form of Lunenburg Old Town offers diversity of styles throughout the district and consistency of form and function based on the uses first established at the time of the 18th century settlement.

#### **4.2.1. Development and Design Review**

A property owner must apply for a Certificate of Appropriateness for any exterior alternations within the current HCD. The permit is evaluated against the criteria and guidelines of the HCD Bylaw. Certificates of appropriateness can be referred to the Heritage Advisory Committee for comment, as well as to outside agencies as required.

In the case of proposals in ACAs the development and design review process follows the direction in the land use bylaw.

#### **4.2.2. Existing Built Form Policy**

Build Nova Scotia (formerly Development Nova Scotia) is an active participant in Lunenburg and has a waterfront development plan to encourage placemaking and the continuation of the working waterfront. The Municipal Planning Strategy identifies the Working Waterfront as a key issue for Lunenburg. This means that having industry and uses that support the waterfront as a place of business relating to ocean activities is a critical part of the economy, the sense of identify and authentic culture of the Town.

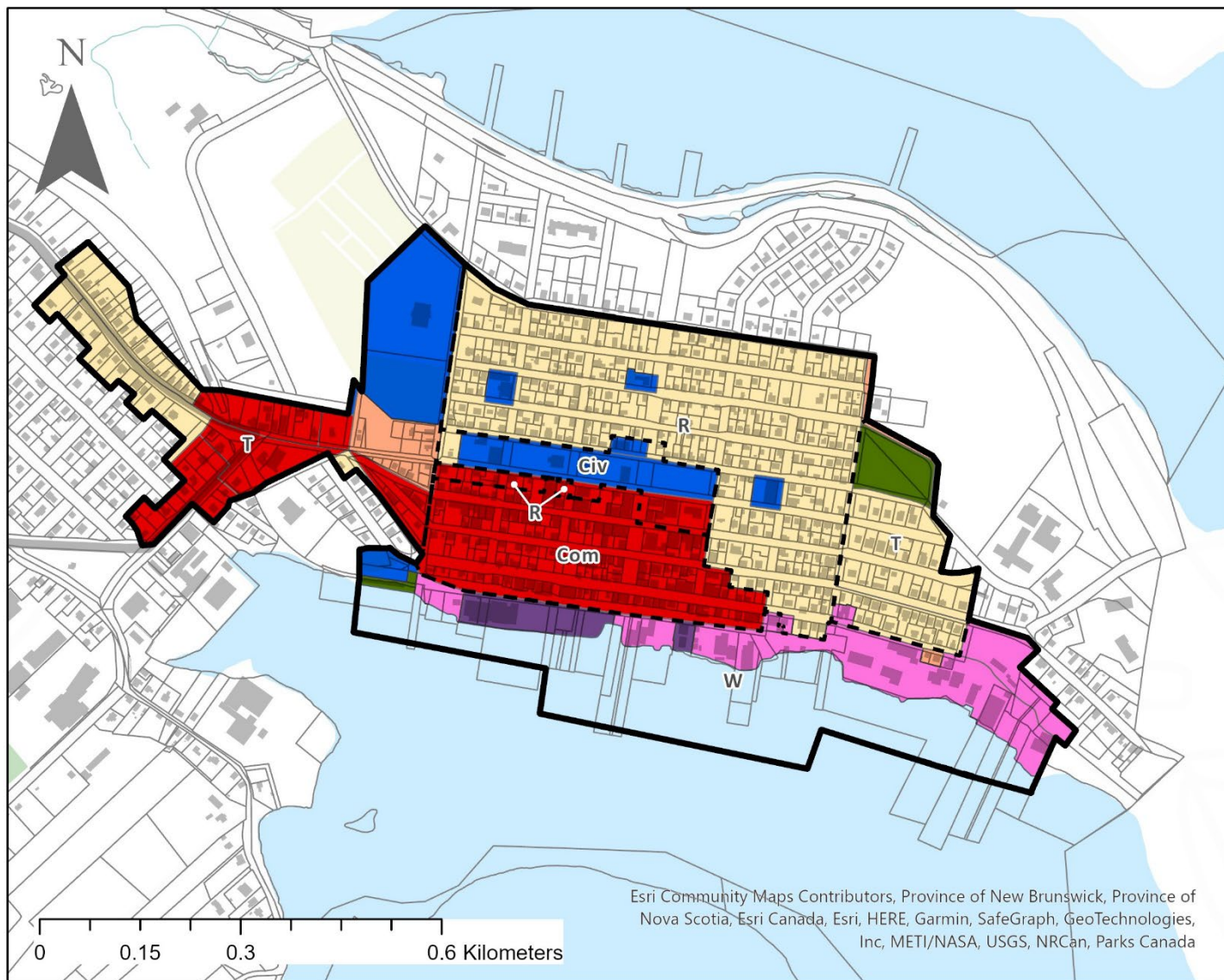
## Land Use










The use zoning for the area covered by the current HCD includes:

- **Lower Density Residential Use Zone (RL)**  
Any number of accessory dwellings, bed & breakfasts, and small options homes and up to two dwellings plus an accessory dwelling (maximum of three dwellings) are permitted in the RL zone. Commercial uses such as home-based businesses and short-term rentals are also permitted as well as other uses including parks and playgrounds, trails and conservation, urban agriculture and water access.
- **Medium Density Residential Use Zone (RM)**  
Any number of accessory dwellings, bed & breakfasts, residential care facilities, rooming houses, and small options homes and up to four dwellings plus an accessory dwelling (maximum of five dwellings) are permitted in the RM zone. Commercial uses such as home-based businesses and short-term rentals are also permitted as well as other uses including parks and playgrounds, trails and conservation, urban agriculture and water access
- **General Commercial Use Zone (CG)**  
Most residential and institutional uses, except nursing homes, emergency services and hospitals are permitted in the GC zone. Various commercial uses are permitted as well as light industrial use and other uses such as daycare centres, parks and playgrounds, public transportation, trails and conservation, urban agriculture and water access.
- **Waterfront Use Zone (W)**  
Light industrial, marine industrial, Cultural facilities, government uses, and interpretive centres are permitted in zone W. Few commercial uses are also permitted such as food production, marinas, marine recreation, offices, restaurants, retail, and workshops as well as other uses such as parks and playgrounds, public recreation, trails and conservation, and water access.
- **Marine Industrial Use Zone (MM)**  
Warehousing, transportation and logistics, and marine and light industrial uses are permitted in zone MM, heavy industrial is permitted by development agreement. Emergency services and government uses and other uses such as Parking Structures & Surface Parking Lots, Parking Structures & Surface Parking Lots, Trails and Conservation, and water access uses are also permitted. Permitted commercial uses include food production, marinas, marine recreation, offices, retail, wholesale and workshops.
- **Parks and Recreation Use Zone (PR)**  
Institutional uses such as assembly uses, government uses, interpretive centres are permitted as well as cemeteries, parks and playgrounds, public recreation, trails and conservation, urban agriculture and water access. Permitted commercial uses include outdoor commercial recreation, marine recreation, and take out restaurants.

- **Institutional Use Zone (INS)**

Nursing homes, residential care facility and all institutional uses are permitted in the INS zone as well as other uses such as cemeteries, daycare centres, Parking Structures & Surface Parking Lots, parks and playgrounds, public recreation, public transportation, trails and conservation, urban agriculture and water access. Permitted commercial uses include farmers' markets, offices, private clubs, restaurants, schools – commercial, and workshops.



 Proposed HCD Boundary	<b>Use Zoning Zones</b>
<b>Character Areas</b>	 Lower Density Residential
 Character Areas Boundaries	 Medium Density Residential
<b>W</b> The Waterfront Area	 General Commercial
<b>Com</b> The Commercial Area	 Waterfront
<b>Civ</b> The Civic Area	 Marine Industrial
<b>R</b> The Residential Area	 Parks and Recreation
<b>T</b> The Transition Area	 Institutional

Map 3 - Use Zoning Zones Within the Proposed HCD

The Municipal Planning Strategy also established Built Form Overlay zones. Six overlay form zones impact the proposed HCD area:

- **Old Town 1 Form Zone** – Intended to protect the integrity of the core commercial district within the lower blocks of Old Town Lunenburg rectangular street grid established in 1753
- **Old Town Form 2 Zone** – Intended to safeguard the tightknit residential development pattern within the upper blocks of the Old Town Lunenburg rectangular street grid established in 1753.
- **Old Town/New Town 1 Form Zone** – Intended to maintain the residential development pattern of parts of Lunenburg that were subdivided from the Common in 1862 & 1878 and enable new subdivisions to emulate said development pattern.
- **Old Town/New Town 2 Form Zone** – Intended to maintain the development character of neighbourhoods developed between 1950 and 1980 and enable new subdivisions to emulate said development pattern.
- **The Community Form Zone** – Intended to provide spatial conditions that acknowledge the heightened importance of institutions in the community
- **The Marine Form Zone** – Intended to maintain the distinct character of a working waterfront with its fishing, shipbuilding, and interpretative tourism operations.

Additionally, the future land use identifies the following categories as falling within the current boundaries:

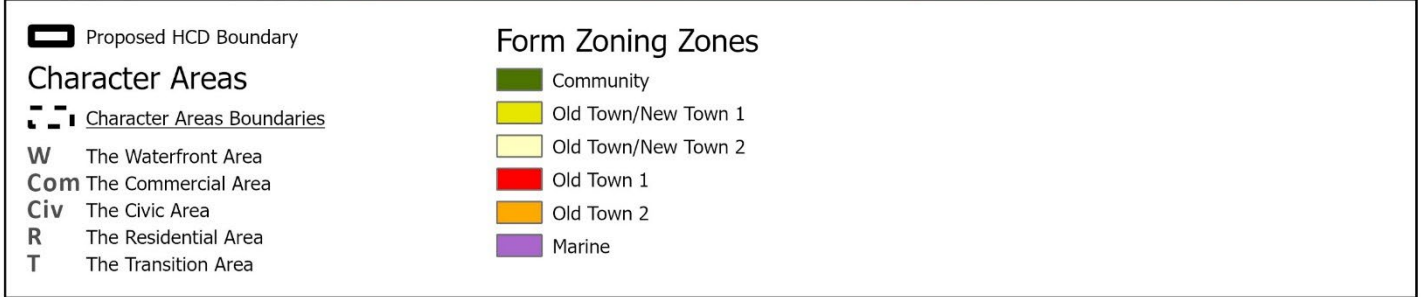
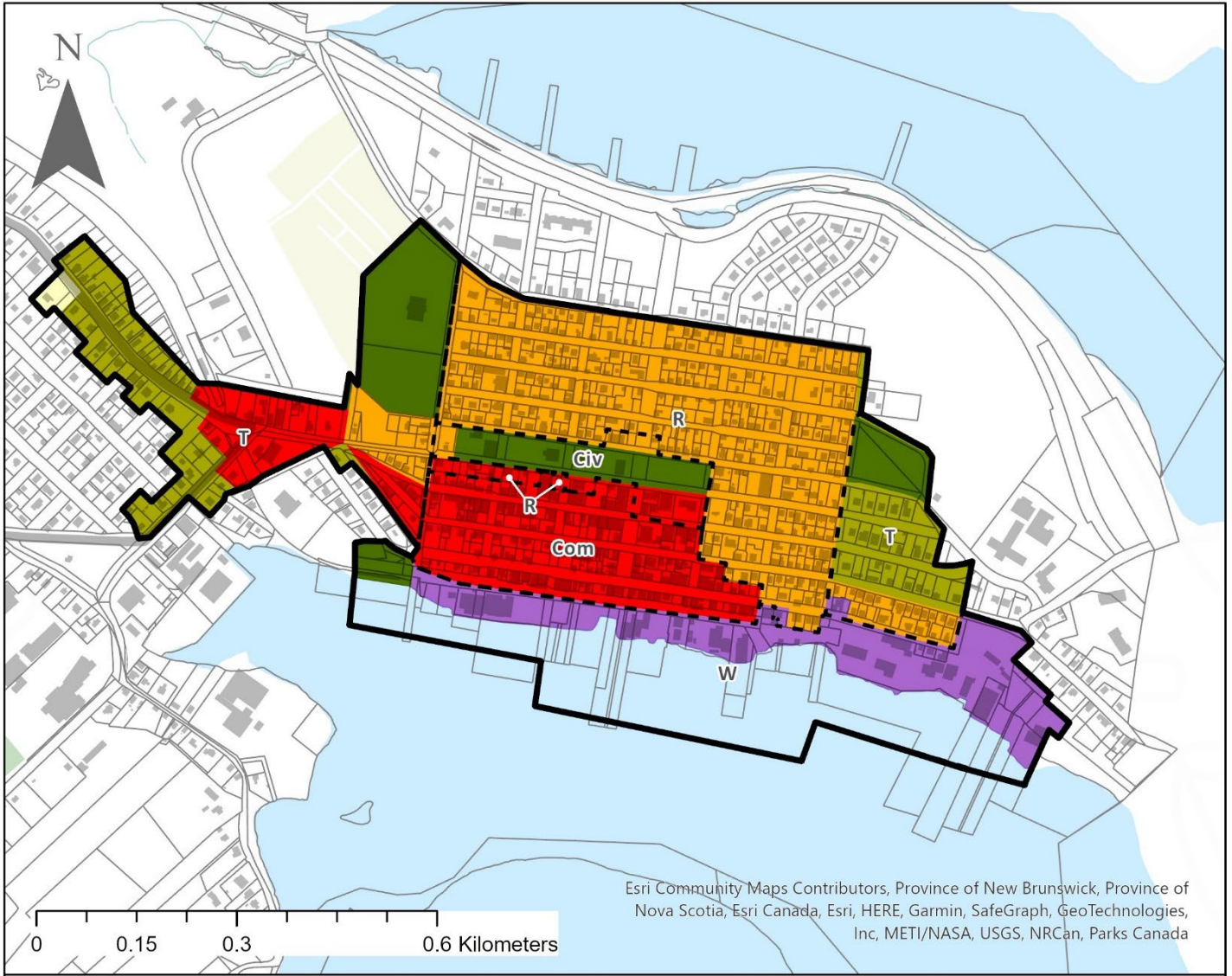
- Residential
- Downtown Commercial
- Parks and Recreational
- Waterfront

## Building Height, Massing and Character

The area covered by the current HCD includes a range of form zoning categories as identified in the 2021 MPS, including:

The following table describes the main design requirements for each form-based zone:

Form Zone	Number of main buildings permitted on one lot	Main building setbacks	Accessory building setbacks	Maximum site coverage	Main building height	Accessory building height	Outdoor storage and display permitted	Main building footprint
<b>OT1</b>	1	Front: 0-4 m Side: min. 0 Rear: min. 1.5m	Front: 0m Side and rear: min. 1.2m	100%	6 – 10.5m	Max. 8m	Yes	-
<b>OT2</b>	1	Front: 0-4 m Side: min. 1.2m Rear: min.3.5m	Front: 0m Side and rear: min. 1.2m	50%	Max. 10.5m	Max. 8m	No	-
<b>ONT1</b>	1	Front: 0-6 m. Side: min.2.4m Rear: min. 6m	Front: 0m Side and rear: min. 1.2m	40%	Max. 10.5m	Max. 8m	No	-
<b>ONT 2</b>	Multiple buildings may be allowed	Front: 6-10m Side: min. 2.4m Rear: min. 6m	Front: 6m Side and rear: min. 1.2m	40%	Max. 10.5m	Max. 8m	No	-
<b>Community</b>	1	Front: min 6m Side: min. 4.5m Rear: min. 7.5m	Front: 6m Side and rear: min. 1.2m	Not specified	Max. 10.5m	Max. 8m	Yes	-
<b>Marine</b>	No limit	No setbacks	No setbacks	100%	Max 19.5m	Max. 8m	Yes	47 m <sup>2</sup>



Map 4 - Form Zoning Zones Within the Proposed HCD

### 4.2.3. Built Form Discussion

#### **Land Use**

The use zoning and future land use remain the same under the proposed new HCD except for the addition of new areas. (See Map 3 for Use Zoning zones within the proposed HCD).

The CCP identifies the future community structure, which “establishes a framework to guide and influence future development in Lunenburg over the life of [the] Comprehensive Community Plan. Its implementation will manifest through the land use, built form, and mobility enhancements as the development of buildings, spaces, and infrastructure occur.” (CCP p.19). In that community structure, the structures that are envisioned includes areas of:

- **Old Town Core**

The Old Town Core intends to maintain the strong heritage significance of the area by preserving and reinforcing characteristic elements. Land use, built form and mobility goals encourage vibrant, mixed-used, pedestrian-friendly and respectful of surrounding context development.

- **Residential Gentle Density**

The Residential Gentle Density aims to achieve greater housing options by encouraging secondary dwellings, backyard suites, and converted dwellings to limit the impact of new development on the character of the established residential neighbourhoods.

- **Main Street Mixed Use**

The Main Street Mixed Use area encourages a mixed-used, pedestrian-friendly roadway character by supporting a wide range of housing and commercial options, and promoting pedestrian activity through the built form and mobility options.

- **Parks and Public Space**

The goals for the Parks and Public Space area aim to provide town residents and visitors access to nature and open spaces.

- **Public Waterfront**

The Public Water area goals aim to expand the public access to the waterfront to connect town residents and visitor to the distinctive history and environment of the place.

- **Working Waterfront**

Goals for the Working Waterfront area include the development and reinvestment in the infrastructure, public spaces, business opportunities, and the Waterfront’s integration to the Town’s landscape in line with the Lunenburg Waterfront Master Plan.

This suggests an evolution of the Town that is sensitive to the heritage character.



**Figure 2.2**  
Community Structure Tomorrow



*Map 5 - Community Structure Map Showing the Proposed HCD Boundary*

#### **4.2.4. Existing Public Realm Amenities, Investments, and Policies**

The Town is proud of its walkability and is committed, through the directions of the CCP and the MPS to supporting and growing a comfortable pedestrian environment. The organization of the streets define the various areas of town. Commercial areas have narrow streets with curbs and sidewalks. Residential areas often lack curbs or sidewalks, but much of the old town is within walking distance, albeit up a steep hill, to the commercial centre and the waterfront. All new public streets, by policy, will require sidewalks.

##### **Pedestrian Amenity & Comfort**

Due to the historical grid pattern the streets, well connected streets and the provision of sidewalks within the HCD area, Lunenburg is walkable. The steep slopes of the streets and some areas of narrow sidewalks or stairs, however, may be a impediment to the pedestrian. The pedestrian environment is also interspersed with beautiful views to the oceans, small areas of green space or for civic uses. Barrier free considerations will be important as the Town continues to develop.

##### **Views & Visual Character**

The view of Lunenburg is iconic. However, the views of the Old Town from outside the HCD are also critical. These views, although not regulated by this HCD, are important to understand as the view of Lunenburg from outside the HCD itself is important to residents and visitors alike.

The CCP, in section 7.1, identifies several key views from within Old Town. The HCD will maintain the significant heritage features identified as important through this Background report. Viewsheds within the CCP are often controlled through height and massing requirements and are reflected in the form based overlays in the MPS.

#### **4.2.5. Public Realm Discussion**

The public realm includes parks, civic builds and other public or quasi public areas. These areas are guided by the statements contained within the CCP, the policies of the MPS and, for future parks, through the policies of the Subdivision bylaw.

The waterfront lands, where both the province and Building Nova Scotia (formerly Develop Nova Scotia) have significant influence, are guided by documents focused on improving the public realm while also protecting the working waterfront. Ceremonial and commemorative areas dot the waterfront, along with major tourist infrastructure.

### 4.3. Conservation Goals

The new Lunenburg Old Town HCD Plan and Bylaw will achieve five goals:

1. **To conserve the historic integrity of Lunenburg Old Town:** the primary goal of the HCD Plan and Bylaw will be to conserve the integrity of Lunenburg Old Town. Lunenburgers recognize the value of heritage in Old Town, as a source of identity, pride, economic driver, and sense of well-being. The new HCD Plan and Bylaw will strengthen policies concerning alterations for all significant heritage resources, appropriate and inappropriate interventions, and integration of new developments in the historic setting.
2. **To embrace the principles of the CCP:** the CCP includes a set of nine guiding principles that provide the overarching direction, namely: inclusion; adaptable and incremental change; collaborative relationships; environmental protection; living heritage; contemporary excellence; spatially cohesive; harbourfront guardianship; placemaking. These principles will also guide the development of the HCD Plan and Bylaw in order to interpret the obligations under the *Heritage Properties Act* in a way that is integrated with the rest of the CCP.
3. **To support the evolution of the Town as a living heritage site and to recognize a holistic view of its diverse history:** Lunenburg Old Town is a living heritage environment that has changed since its foundation. It will continue to change into the future and add layers of history. Much of the emphasis is on the architectural and historical contribution of the settlers brought to the area by the British and their descendants. However, the area is also home of the Mi'kmaq since before the arrival of the settlers. The Acadians had a settlement in the 17th and early 18th century and has been a place a memory for today's Acadians. The new HCD Plan will incorporate contributing heritage resources that reflect that evolution and the diversity.
4. **To protect the World Heritage site's integrity and authenticity:** the HCD Plan and Bylaw are the primary regulatory tools protecting the World Heritage site. They need to maintain its integrity and authenticity so as to ensure that all the character-defining elements are in good condition and that the pressures are being managed. As the primary mechanism, the HCD captures the World Heritage site and components of its buffer zone to achieve the protection and conservation that was committed to at the time of designation.
5. **To achieve a sustainable heritage environment for the well-being of visitors and residents:** Old Town is a living heritage environment to be protected and nurtured. The best approach to the conservation of a historic environment is to ensure that it continues to function sustainably by contributing economically, socially, culturally and environmentally. A sustainable heritage environment is an integral part of the town, where residents, businesses, and services can thrive and visitors can feel welcome, spend time, and contribute to the local economy. The new HCD Plan will provide direction that protects heritage while identifying the pathways for change and adaptation to the community's needs.

## **5. Social and Economic Implications**

### **5.1. Social Implications**

#### **Sustainability**

The preservation of cultural heritage is a major contribution to sustainability objectives, in particular in relation to waste management, carbon emissions, climate change adaptation, sense of community well-being, and access to decent work. This has been recognized by the United Nations Sustainable Development Goals, the international framework that guides the development of policies related to sustainability, including in Canada.

The maintenance and preservation of built heritage reduces waste that ends up in landfills, construction waste being a major contributor to the municipal costs of waste management (25% to 30% of waste in Nova Scotia landfills is related to construction activities according to the Ecology Action Centre). Additionally, by focusing on maintenance, the significant carbon emissions associated with the construction of new buildings and the production of new materials is largely avoided. This provides an important contribution to the overall management of emissions.

Based on the sea level rise analysis (as recorded on the Town's sea level and storm surge extent map from 2015), the waterfront is at risk. The proposed HCD plan will provide direction on addressing impacts of climate change on the key waterfront character-defining elements so as to address potential damage and loss.

The attractiveness of Lunenburg as a tourism destination has shaped the social and economic dynamics of the town. The risk of over tourism is managed in part by setting limitations on changes to the historic environment so as to balance the needs of residents and businesses. An HCD Plan can consider the potential changes in form, character, and materials allowed within the character areas as ways to guide acceptable functions. Overall however, the MPS and CCP are more effective tools at addressing the required balance.

Lastly, by emphasizing the preservation of the built environment, the skills required to maintain wood and stone buildings are nurtured providing an opportunity for local trades to maintain and adapt centuries old traditions and train a next generation of tradespeople.

#### **Identity and Pride**

Lunenburg remains defined by its history as a fishing and a shipbuilding town with a distinctive architectural and planning character. The ability to maintain this through the preservation of the infrastructure, architecture, and sense of place is critical to the pride of identity of Lunenburgers. It supports the collective memory of the descendants of the people of German, Swiss, French, and British ancestry who founded and shaped the Town.

The preservation of this historic fabric by the current HCD and the World Heritage designation has contributed to the maintenance and enhancement of that pride. The

proposed HCD will further strengthen this by focusing on the preservation of heritage values and character-defining elements, including those associated with architectural traditions, fishing and shipbuilding. Its aims are to maintain Lunenburg as a town that stands out from other towns in Nova Scotia for its quality and aesthetics, where contemporary layers of architecture and design are distinctive in their own right in complementing the layers of history and support the town's growth while preserving its character with integrity and authenticity.

### **Resident Demographic Profile**

Since Lunenburg acquired its international status as a site of outstanding universal value, it has attracted visitors and new residents from around the world. This has also impacted the demographic profile of the Town.

The demographic profile of residents in Old Town Lunenburg includes families established for generations as well as new residents from Europe, the United States, and the rest of Canada. These new residents bring new cultural norms, financial means, and social needs that can contribute to the long term preservation of the heritage.

While some new residents have acquired a principal residence and live there most of the year, many have acquired properties to be seasonally used. This has had the effect of changing the pattern of use of Lunenburg Old Town and affecting the types and frequency of services.

The establishment of a new HCD will help preserve the heritage values that are specific to Lunenburg and guide the town's evolution in the face of change.

### **Education and Living Lab**

Lunenburg's heritage is a source of learning and inspiration. By having maintained such integrity in the collection of 18th to 20th century architecture and in its town plan as well as a traditional shipbuilding industry, it is an object of study for heritage practitioners, architects, planners, and tradespeople from around the world. The Town offers the opportunity to learn, practice, and adapt a range of skills that are unavailable elsewhere, including traditional carpentry and framing, woodworking, and shipbuilding.

A new HCD reinforces that opportunity by emphasizing those character-defining elements associated with the Lunenburg Old Town's heritage value and preserving them intact for those traditions to be maintained.

## 5.2. Economic Implications

### Cultural Heritage Tourism

A significant economic impact of a heritage environment stems from the cultural heritage tourism industry. That industry generates revenues through the various services offered (restaurants, guided tours, galleries, shops, short and long term accommodation).

The designation as a World Heritage site has placed Lunenburg amongst the top tourism destination in Canada, one that attracts visitors from around the world. Its waterfront is regularly portrayed in publications and movies and is an instantly recognizable landmark. It is a destination for boaters, attracted by the beauty of the harbour and the quality of the services. New types of businesses emerged as it benefitted from visitors seeking new experiences, such as a distillery.

The new HCD, by providing the regulatory tools to preserve the heritage values of Lunenburg Old Town, maintains the attractiveness of the Town for the industry and the associated revenues.

### Property Values

Properties within a HCD generally see their property values retained or increased<sup>2</sup>. While the cost of maintaining them can increase due to the cost of specialized labour and materials, the overall value of the property is increased as a result of desirability of properties with character. Furthermore, HCD environments generally benefit from greater attention to property standards and overall quality of the public amenities, which lifts the value of individual properties.

While heritage preservation can increase value, it should also not be seen as an impediment to increasing value through other means. As the CCP indicates in its goals for the Old Town Core and Residential Gentle Density community structures, the vision is to “enable a number of residential development types”, “permit and encourage live/work units and home-based businesses”, “encourage a mix of commercial uses”, and “encourage ground floor commercial uses to activate streetscapes”, all of which can shape the evolution of the historic environment (CCP pp.21-22). The new HCD will set the parameters for the preservation of heritage value and character-defining elements while allowing those goals to be met. The overall effect is to increase property value by allowing that diversity, guiding densification where appropriate, and maintaining character.

### *Commercial growth + Impact on development opportunities + waterfront industries and development*

The heritage assets of Lunenburg as a positive impact on the business community. Lunenburg one of the most visited areas of Nova Scotia by tourists

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<sup>2</sup> Shipley, Robert. (2000). Heritage Designation and Property Values: Is there an Effect?. International Journal of Heritage Studies. 6. 83-100. 10.1080/135272500363760.

According to the Financial Condition Indicators from the province of Nova Scotia, Lunenburg's commercial tax assessments are trending in a positive direction; however, it is unclear exactly how much of this can be attributed to heritage conservation.

Develop Nova Scotia has a plan for the waterfront which established 7 goals. Of particular interest are the following goals:

- Ensuring positive co-existence of Working Waterfront and Tourism uses,
- Enhancing Marine Economic Activity and
- Establishing a best in class recreational marina for transient boater.

Through stakeholder interviews, we learned that some see heritage designations as an impediment to development. However, other believed that businesses have learned how to work within the regulatory regime and will adapt to whatever rules are put in place, but the hope is that rules and processes will be streamlined to provide great clarity and a speed in response.

It is important that Lunenburg continue to grow its commercial tax base, promote compatible development and support a working waterfront and associated industries. Any heritage regulations and plans must allow for these three things to occur.

### **Financial Incentives**

The existing financial incentives from the province will remain available through the proposed new HCD for Lunenburg Old Town, providing additional sources of funding to maintain the built environment. Additionally, potential federal funds, through Parks Canada's national historic site cost-sharing programme for example, are available as the area remains a national historic district. Each can complement each other to help owners maintain their properties.

Recognizing that an HCD increases value and provides additional revenue to the municipality, and that the CCP specifically targets "support [for] the re-use and adaptation of the existing building stock" (CCP p.22), the municipality may have an opportunity, as allowed under section 22 of the *Heritage Property Act*, to consider financial incentives that will further increase value or accelerate increase in value. This may take a range of forms from grants and loans, to tax relief. The new municipal incentive specifically targets low income households but an expanded programme may yet yield greater benefits for the Town.

In the case of Lunenburg, the ability to nurture a specific industry tied to the preservation and construction of wood structures and components for example, may be an opportunity to generate new revenue by supporting the creation of new businesses and attracting new residents associated with these businesses. In other words, the proposed HCD will offer the regulatory protection for the heritage assets that allows Lunenburg to capitalize on them for new businesses.

## **6. Conclusion and Recommendations**

The establishment of a new proposed Lunenburg Old Town HCD will improve on the clarity of decision-making to preserve heritage and continue to support the economic opportunities associated it.

The main recommendations emanating from this background study are:

- Create a new HCD to replace the existing one that more clearly expresses heritage value; aligns boundaries with the national historic site district and the World Heritage site; and recognizes character areas based on the original plan;
- Streamline the mechanisms to protect and conserve heritage in Lunenburg, by incorporating the Falkland and Dufferin Streets into the proposed HCD.
- Remove the ACA on Tannery Road and rely on the tools in place for registered properties.

This background study focused on assessing a proposal to strengthen the protection of Old Town and integrate conservation tools. The study focused on the Old Town and on the ACAs, which allows for additional heritage research to be considered for the rest of the Town.

## Appendix A: Procedure for Establishing a Heritage Conservation District

From the *Heritage Property Act* CHAPTER 199 OF THE REVISED STATUTES, 1989  
amended 1991, c. 10; 1998, c. 18, s. 561; 2010, c. 54

### 19A

- (1) A municipality may establish a heritage conservation district by concurrently adopting a heritage conservation district plan and a heritage conservation district by-law for a part of the municipality and there may be different conservation plans and conservation by-laws for different parts of the municipality.
- (2) A conservation by-law made pursuant to this Section shall provide for the establishment of a heritage advisory committee and subsections (3) to (5) of Section 12 apply mutatis mutandis unless a heritage advisory committee is established pursuant to Section 12.
- (3) A conservation plan and conservation by-law shall be adopted by a majority vote of the whole council after a public hearing and consideration of any submissions received, but only those councillors present at the public hearing may vote upon the adoption of the conservation plan and conservation by-law.
- (4) The Minister shall forward a copy of the conservation plan and conservation by-law and the prescribed background studies and information to the Minister responsible for the Municipal Government Act for that Minister's recommendation.
- (5) The Minister shall approve a conservation plan and conservation by-law unless
  - (a) the conservation by-law does not carry out the intent of the conservation plan;
  - (b) the conservation plan is not implemented by the conservation by-law;
  - (c) the prescribed background studies or information do not support the conservation plan or conservation by-law;
  - (d) the conservation plan or conservation by-law conflicts with an applicable provincial land-use policy or regulation adopted pursuant to the Municipal Government Act;
  - (e) the conservation plan or conservation by-law conflicts with the applicable municipal planning strategy or land-use by-law;
  - (f) in the opinion of the Minister, there is a conflict with any other provincial interest, and they take effect on and not before approval by the Minister.
- (6) A conservation plan and conservation by-law approved by the Minister pursuant to subsection (5) may concurrently be amended, revised or repealed by the council and subsections (3) to (5) apply mutatis mutandis.

## **Appendix B: Current Statement of Significance for the Provincial HCD**

### **Description of Historic**

Lunenburg is located on the southwest coast of Nova Scotia. The Old Town Heritage Conservation District is located on a hilly peninsula between Lunenburg (Front) Harbour and the Back Harbour. The Heritage Conservation District includes waterfront and shipyard buildings, and continues north up the slope of the peninsula's hills, encompassing the downtown commercial district; the institutional area of the town, with a parade square, town hall, Anglican church, former courthouse and rectory; and the private wood-construction homes to the north of the town centre. All streets in the Old Town run north-south and east-west on a grid.

### **Heritage Value**

Lunenburg Old Town Heritage Conservation District is valued for its historical origins as a planned colonial town, for its well-preserved vernacular architecture, and as a longstanding centre for marine-related industries and the culture that surrounds them. Established in 1753 by the British as a colonial town for over 1,400 mostly German-speaking Protestant German, Swiss and Montbéliardian French colonists, Old Town Lunenburg has retained its original layout and overall appearance, based on the rectangular grid pattern commonly used in colonial planning of its era. The townsite, true to then-current convention, consisted of seven north-south streets, 48 feet wide (with the exception of King Street, which is 80 feet), intersected at right angles by nine east-west streets, each 40 feet wide, creating blocks that were further divided into 14 lots of 40 by 60 feet each. As well, different sections of the town were set aside for industrial use (the blocks closest to the harbour); commercial use (to the north of the waterfront); and institutional use, such as the parade square, the courthouse and Anglican Church (the central blocks in the Old Town). Each immigrating family received one town lot, drawn from playing cards. The London-based Board of Trade and Plantations developed the plans without regard to local topography, resulting in Lunenburg's unusually straight but very steep streets. There are approximately 400 major buildings within the old town, most of them dating from the 18th and 19th centuries, almost all of them wood, and many with colourfully painted exteriors and trims.

The Old Town Heritage Conservation District also includes many waterfront warehouses and outbuildings, reflecting Lunenburg's long tradition of economic dependence on both the shipbuilding and fishing industries. While these industries have grown smaller in Lunenburg, they are still of vital importance, and the industrial area has many shops specializing in marine-related crafts. Lunenburg is also home to the iconic schooners "Bluenose" and the "Bluenose II," both built in a shipyard within the Old Town Heritage Conservation District.

Lunenburg is the best surviving example of a planned British colonial settlement in North America. The inhabitants have managed to safeguard the town's identity and their German heritage throughout the centuries by preserving the wooden architecture of their homes and commercial buildings. One unique regional architectural feature is the "Lunenburg Bump:" a projection traditionally located on the centre of the front façade, and comprised of a large, extended, overhanging dormer, usually of the five-sided Scottish style, and seen throughout the Heritage Conservation District on many homes. By the end of the nineteenth century the local architectural tradition, including

Bumps, had reached a level of complexity and variation that reflected the social cohesion and growing prosperity of Lunenburg society. Eventually this growth also resulted in new development, mainly to the west, in an area given the name 'New Town'.

Source: Heritage Conservation District Plan and By-law with Design Guidelines, 2001, found in Town of Lunenburg Heritage Files, no. 62.

### **Character-Defining Elements**

The Lunenburg Old Town Heritage Conservation District has many defining elements that relate to its value as a well-preserved planned colonial town, an area of architectural interest and an important centre for marine-related industries, including:

- the dense concentration of historic architecture, seen in the 403 buildings of the Old Town, ranging in age from the eighteenth to early twentieth century, and creating cohesive streetscapes. The main types of buildings include waterfront industrial buildings in the Maritime Vernacular warehouse style, commercial buildings in the late Victorian and Edwardian styles, and a variety of homes in Georgian, Cape Cod, Gothic Revival, Classical Revival and Second Empire styles, accentuated with vernacular architectural elements;
- all elements that are typical of a longstanding building tradition particular to the Lunenburg area, including the sturdy wooden construction of the majority of the buildings, with clapboard or shingle cladding and wooden trim elements. The most noticeable vernacular building element in Lunenburg is the "Lunenburg Bump:" an enlarged dormer extended out over the eaves, either five-sided or rectangular. Most are situated in the centre of the front façade over the entrance, which may be in an attached storm porch. Decorative elements include complex dormer roofs (from bellcast to triple-tiered varieties), bracketry, panelling and fretwork, gablets on the dormers, cornices and window ornamentation;
- all elements of the town's still preserved original form, which is based on eighteenth century colonial planning theory: using a very specific rectangular grid form layout of seven north-south streets, 48 feet wide (with the exception of King Street, which is 80 feet), intersected at right angles by nine east-west streets, each 40 feet wide, and with each block divided into 40 foot by 60 foot lots. The geometrically regular streets have most buildings close to the streetline, public spaces in the centre of town and a well-defined distinction between urban and non-urban areas;
- the distinction between the industrial, commercial, institutional and residential areas of the Old Town, reflecting the original town plans. In particular, the layout and use of the institutional area of the Old Town, in its geographic centre. The buildings in this area include (from west to east) Saint John's Anglican Church building and open space surrounding the building, the old fire hall and electric lights building, town hall with park space to either side, the open park space to the east of town hall including war memorials, a heritage bandstand and the King Street right-of-way, and the Armouries site (now the Town of Lunenburg Public Works Department) at the far eastern end. The land between the Armouries and Prince Street were sold in 1894 and are now private lots with houses;

- all original elements reflecting the fishing and shipbuilding industries, especially the inter-related warehouses and wharves, the marine railway, outbuildings, parking and loading areas, all located on or close to the waterfront. Also, all elements contributing to the visual character and related harbour views of the area, without constricting its function;
- elements used by the town in the protection of the district such as former cannons put in place at corners to slow carriage traffic, significant trees located in public areas, monuments, and outbuildings considered to add value to the surrounding streetscape.

## **Appendix C: Comprehensive Community Planning Guiding Principles**

**Inclusion** - *We work to ensure a sense of belonging, acceptance and value for all in our community.*

**Adaptable and Incremental Change** - *In the face of uncertainty, we preserve what is of greatest value and pursue desirable change.*

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

**Environmental Protection** - *We protect our local environment and minimize our broader environmental impacts.*

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

**Contemporary Excellence** - *With a history of innovation, we strive to keep achieving the best each era is able to create.*

**Spatially Cohesive** - *The form of our land use creates strong physical links and a sense of uniformity.*

**Harbourfront Guardianship** - *Our iconic harbourfront will retain its heritage value and be safeguarded for marine activities.*

**Placemaking** - *We will nurture a public realm that is attractive, enjoyable, accessible, efficient and safe.*

## **Appendix D: Definitions**

### **Sources**

HPA = *Heritage Property Act*

OP = *Operational Guidelines for the Implementation of the World Heritage Convention*

S&G = *Standards and Guidelines for the Conservation of Historic Places in Canada*

### ***Authenticity (OP)***

Par.82

Depending on the type of cultural heritage, and its cultural context, properties may be understood to meet the conditions of authenticity if their cultural values (as recognized in the nomination criteria proposed) are truthfully and credibly expressed through a variety of attributes including:

- form and design;
- materials and substance;
- use and function;
- traditions, techniques and management systems;
- location and setting;
- language, and other forms of intangible heritage;
- spirit and feeling; and
- other internal and external factors.

Par.85

When the conditions of authenticity are considered in preparing a nomination for a property, the State Party should first identify all of the applicable significant attributes of authenticity. The statement of authenticity should assess the degree to which authenticity is present in, or expressed by, each of these significant attributes.

### ***Buffer Zone (OP)***

For the purposes of effective protection of the nominated property, a buffer zone is an area surrounding the nominated property which has complementary legal and/or customary restrictions placed on its use and development to give an added layer of protection to the property. This should include the immediate setting of the nominated property, important views and other areas or attributes that are functionally important as a support to the property and its protection. The area constituting the buffer zone should be determined in each case through appropriate mechanisms. Details on the size, characteristics and authorized uses of a buffer zone, as well as a map indicating the precise boundaries of the property and its buffer zone, should be provided in the nomination

### ***Character-Defining Elements (HPA - S&G)***

Means the materials, forms, location, spatial configurations, uses and cultural associations or meanings that contribute to heritage value and that must be sustained in order to preserve heritage value.

### ***Heritage Value (HPA - S&G)***

Means the aesthetic, historic, scientific, cultural, social or spiritual importance or significance for past, present or future generations and embodied in character-defining materials, forms, locations, spatial configurations, uses and cultural associations or meanings.

### ***Integrity (OP)***

Integrity is a measure of the wholeness and intactness of the natural and/or cultural heritage and its attributes. Examining the conditions of integrity, therefore requires assessing the extent to which the property:

- a) includes all elements necessary to express its Outstanding Universal Value;
- b) is of adequate size to ensure the complete representation of the features and processes which convey the property's significance;
- c) suffers from adverse effects of development and/or neglect.

### ***Outstanding Universal Value (OP)***

Outstanding Universal Value means cultural and/or natural significance which is so exceptional as to transcend national boundaries and to be of common importance for present and future generations of all humanity.

**Appendix E: Resolution Regarding A Public Participation Program for the Establishment of a Heritage Conservation District**

**TOWN OF LUNENBURG PROCEDURAL POLICY**

**HERITAGE CONSERVATION DISTRICT PUBLIC PARTICIPATION PROGRAM**

Council hereby adopts the following Heritage Conservation District Public Participation Program pursuant to Section 6 of the Heritage Conservation Districts Regulations made under Section 26 of the Heritage Property Act (RSNS 1989, Chapter 199) to identify opportunities and establish ways and means of seeking the opinions of the public concerning the review, adoption and amendment of a Heritage Conservation District Plan and By-law:

1. Before holding any public hearing under the authority of subsection (3) of Section 19A of the Heritage Property Act, Council shall ensure that the Heritage Advisory Committee conduct at least one public participation meetings which are advertised in a local newspaper at least four days in advance, and by a notice posted at the Town Hall.
2. The Heritage Advisory Committee may conduct opinion surveys, request written briefs or submissions, or use any other appropriate means of seeking the views and opinions of residents and ratepayers.
3. All impacted landowners of properties within the HCD or landowners with properties that are being removed from the HCD will be notified by mail of any public meetings regarding HCD Plan and Bylaw changes.
4. The Heritage Advisory Committee and/or Council shall make every reasonable effort to seek the opinions of the public on all matters relevant, and shall reserve time for commentary, questions or presentations by the public.
5. The Heritage Advisory Committee and or/Council shall provide public access to all reports, studies, maps, air photographs and other materials that are relevant, and where it is feasible, provide copies of such material for distribution, purchase or loan.
6. The Heritage Advisory Committee shall consider the views, expressions and opinions obtained from the Public Participation Meeting prior to making a recommendation to Council.

## ATTACHMENT "B"

### Revised Heritage Conservation District Plan and By-law Work Plan

<b>Task:</b>	<b>Proposed Date:</b>
<b>Adopt Background Study complete with Public Participation Program</b>	<b>August 9<sup>th</sup>, 2022</b>
<b>Plan/By-law Draft to HAC</b>	<b>September/October 2022</b>
<b>Public Participation Meeting (with HAC)</b>	<b>October/November 2022</b>
<b>Council First Reading</b>	<b>December 2022</b>
<b>Public Hearing (with Council)</b>	<b>February 2023</b>
<b>Council Seconding Reading - Approval</b>	<b>February/March, 2023</b>
<b>Submission to Province</b>	<b>March, 2023</b>
<b>Final Approval Advertisement</b>	<b>May/June 2023</b>

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Document No:  
Meeting: Council Aug 9, 2022  
Circulate: Council, CAO  
File:

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## MEMORANDUM

**TO: TOWN COUNCIL**

**FROM: SENIOR MANAGEMENT STAFF**

**DATE: JULY 29, 2022**

**RE: 2022 MUNICIPAL BOUNDARY REVIEW PROCESS**

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### **1. FACTS**

Section 369 of the *Municipal Government Act* (MGA) requires that:

- (1) In the year 1999, and in the years 2006 and every eighth year thereafter [2022] the council shall conduct a study of the number and boundaries of polling districts in the municipality, their fairness and reasonableness and the number of councillors.*
- (2) After the study is completed, and before the end of the year in which the study was conducted, the council shall apply to the Board to confirm or to alter the number and boundaries of polling districts and the number of councillors.*

The “Board” refers to the Nova Scotia Utility and Review Board (NSUARB), the body who process the applications.

A “polling district” is defined in section 2 (1) (x) of the *Municipal Elections Act* as including “...a ward or town which is not defined into wards”.

The MGA defines a “councillor” as a “...council member other than a mayor”. Consequently, this report will **not** address the office of the Mayor, but rather, the number of Councillors and the area they represent.

This report outlines the process to best prepare for the MGA Section 369 application in terms of the decisions to be made (including background analysis

and staff recommendations) and a proposed public engagement process for Council's consideration. The Board requires public engagement to take place prior to Council's decisions on the number of polling districts and Councillors.

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

The NSUARB's *Municipal Boundaries User Guide* recommends a two-step process. "At the first stage, council should decide the desired number of councillors (i.e., the size of council). Questions about the distribution of polling districts should be addressed in a second stage." (Attachment A)

Public consultation is considered "an inherent part of the required study... to express their views on the size of their council... or whether a town should be divided into wards".

This report addresses the elements in MGA Section 369 and the NSUARB decision that should be addressed in the Town's 2022 study/submission:

- (a) Number of councillors;
- (b) Number of polling district(s);
- (c) Boundaries of polling district(s);
- (d) Fairness of polling district(s);
- (e) Reasonableness of polling district(s); and
- (f) Pre-hearing public consultation process.

Statistical data referred to in the sections below have been compiled into the attached *Nova Scotia Towns - Data Chart* (Attachment B). Sources for the data include Statistics Canada's 2021 Census and the Association of Municipal Administrators of Nova Scotia (AMANS) data from the 2020 municipal elections.

Background on elements to be addressed is below.

### **(a) Number of Councillors**

- Based on the chart, the average number of Councillors in NS's 25 towns is 5.2. 15 towns elect six councillors, 10 towns elect four councillors.
- It should be noted that the town with the closest population to Lunenburg (2,396) is Berwick (2,455) also elects six councillors, as does Mahone Bay (1,064). Other towns a little larger than Lunenburg such as Pictou (3,107), Port Hawkesbury (3,210), Stellarton (4,007) and Westville (5,057) elect four.
- In previous MGA Section 369 submissions, reducing the number of councillors from six to four was considered. While there would be an approximate

\$31,420.00 savings with the reduction of two Town Councillors in Lunenburg (per the Nov 1, 2022-Oct 31, 2023 level), any savings may or may not be outweighed by other concerns.

#### Six vs. Four Councillors

- It was felt that by decreasing the number of Councillors, Council's workload would not be reduced in proportion and the remaining four Councillors would be left to do the work of six Councillors, including additional responsibilities with the UNESCO World Heritage Site designation and municipal utilities.
  - Issues facing municipal government are increasingly complex including such matters as climate change adaptation, financial reporting, and infrastructure demands requiring more time and input by Councillors. Six Councillors can provide a wider range of skills and experience to better represent community interests.
  - Potential candidates in the next election may be discouraged from running for office if they are concerned about increasing time demands, particularly for those with young families.
  - In matters of procedure, issues of achieving a quorum in a reduced Council size are avoided for either absences or a need to recuse from a particular issue.
- ✓ *For reasons listed above, no change is recommended.*

#### **(b) Number of Polling Districts**

- The Town of Lunenburg has had only one polling district – the entire Town – for over 100 years per the attached map (**Attachment C**). While at one time a ward system of three polling districts was the practice, this was discontinued in 1909.
- Voters elect municipal representatives “at large” who do not reflect the needs or interests of a particular area or neighbourhood. Town Council members could reasonably be expected to fairly and reasonably represent all residents in such a concentrated geographic area. There is no recollection of any attempt to revert to a ward system in the Town of Lunenburg.
- A review of Nova Scotia's 25 towns reveals that a single polling district is common. Only five towns have a ward system (New Glasgow, Pictou, Stellarton, Truro and Westville) of two to three wards each.

## Benefits of a Single Electoral District

- Nova Scotia towns are typically smaller than rural municipalities. Therefore, disparities in neighborhoods or areas within the municipality are less likely, with commonalities of interest not defined by geographic boundaries to the same extent as they may be in larger units.
- When Councillors are elected at large there is arguably a tendency to be less localized than a ward system. Decision making is more likely to be premised on shared community interests and goals.

*“The advantages are the council will have the citizens as a whole of the constituency therefore they will be more likely to advocate for policies that will benefit the community as a whole rather than some subsection of the community”* (Prof. Kimberly Nelson, Northern Illinois University).

- Citizens have an opportunity to vote on all Council candidates as opposed to one or two only in a ward system. This encourages candidates and elected officials to focus their efforts on the larger community versus a smaller district in a ward system. Less conflict on Council can result as a more collective approach to decision making is taken.
- In a ward system there is evidence of councillors taking a ward focused view of issues and decision making. The article *“Local Government Spending and at-large versus District Representation: Do Wards Result in More ‘Pork’”* says:

*“...at-large representatives act so as to reduce both spending and taxes as compared to what ward representatives do. The ward representatives act in a more ‘pork barrel’ framework which results in more spending...This conclusion, of course, depends on whether one thinks a lower spending level is to be preferred”* (Prof. Lawrence Southwick, Jr. State University of New York at Buffalo)

- In a ward system, location is everything. There may be multiple candidates for one ward seeking office, and no candidates in another. When the number of people offering to serve in public office decreases, wards could further restrict the number of available candidates. And if an elected councillor relocates in their municipality to a different ward, they could be disqualified from serving.
- In the case of the Town of Lunenburg, where would the defining lines of wards be drawn? What separates one area from another so as to necessitate a geographic ward representation?

✓ *No change is recommended.*

### **(c) Boundaries of Polling Districts**

- If there is to remain only one polling district, no boundary changes are required. There would be only one (1) boundary – the entire Town of Lunenburg.
- ✓ *No change is recommended.*

### **(d) Fairness of Polling Districts**

- In rural municipalities where there tends to be more than one polling district, much consideration is given to this issue. The objective is to ensure one polling district compared to another is not larger in geographic size or population creating a perceived imbalance in elected representative power or responsibilities.
- If in the case of the Town of Lunenburg, there continues to be only one polling district, this argument would not apply. All council members would continue to equally represent all electors.
- The only question would be is it fair to expect a councillor to represent all of the Town's 1,939 electors and 2,396 population? Is this burden too heavy or should council members be responsible for representing a smaller base as would be the case in a ward system?
- If the size of a community and geographic differences are not so large, as in the case of the Town of Lunenburg, responsibility for community governance is shared equally amongst all council members. Further, the Councillor to elector and Councillor to population ratio is still quite low for the Town.

✓ *No change is recommended.*

### **(e) Reasonableness of Polling Districts**

- A similar argument could be made for the reasonableness of the current single polling district system. Lunenburg's current ratio of Councillor to electors is 1:323. Based on the total 2020 population of 2,396, the Councillor to population ration is 1:399.
- Compared to other NS municipalities this is a reasonable distribution. The Provincial Town average per Councillor to electors is 1:610 and Councillor to population ratio is 1:716.

✓ *No change is recommended.*

## (f) Public Consultation Process

The final step to consider is the means by which Council will consult with the public **before** the NSUARB hearing. This is to obtain public input about the number and boundaries of municipal polling districts, whether they are fair and reasonable, and the ideal number of Councillors.

Various methods of conducting public consultation have been discussed and/or applied in previous years. Optional means of public consultation could include: formation of a special purpose committee to study the matter (currently there is a staff project team), conduct public meeting(s), conduct a public survey, solicitation for feedback via the website and social media, etc.

Staff recommended the following elements and schedule:

Element	Tactic	Timing (2022)
Promotion	A <b>fact sheet</b> with background information on the purpose of the review and publicizing opportunities for feedback to be posted on the Town website and social media channels with a feedback email provided	w/o Aug 8
Promotion	Print <b>poster</b> to be shared on physical community bulletin boards	w/o Aug 8
Promotion	<b>News release</b> to local media on opportunities to engage	w/o Aug 8
Promotion	Print version of the <b>fact sheet</b> re public meeting to be mailed out with Town bills	w/o Aug 15 & 29 TBA
Consultation	Electronic public <b>survey</b>	w/o Aug 15-22
Consultation	Print version of same <b>survey</b> available at Town Hall	w/o Aug 15-22
Consultation	Prepare PPT presentation for public meeting	w/o Aug 15-22
Promotion	“Lighthouse Now” <b>newspaper ad</b> re public meeting date (submission by Aug 19)	Wed Aug 24 issue
Reporting	Interim report of survey results to Council in Agenda package of special Public Meeting	w/o Sep 5 (tentative)
Consultation	Hold in-person/Zoom hybrid special <b>public information meeting</b> at Council	Tue Sep 12 (tentative)

Reporting	Staff report combining the survey and meeting feedback results to Council or Committee of the Whole	TBA
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**(g) Next Steps**

After the public consultation is completed:

- i. Town Council decides on the parameters of the application to the NSUARB as outlined in section 2 of this memorandum. This could be discussed at Council or referred to Committee of the Whole.

Note: In the NSUARB’s *Municipal Government Act Rules*, there is different application content to accompany the application depending on whether there are or are not polling districts or wards. An excerpt of the applicable section is attached (**Attachment D**).

- ii. Town submits a Municipal Boundary Review application to NSUARB – due before Dec 31, 2022.
- iii. NSUARB will schedule a public hearing. They typically hold their public hearing in the local municipality. The Town could assign the Town Solicitor to represent the Town at the hearing or have the Mayor or CAO perform this duty. There may be legal and procedural issues that arise during the course of the hearing.
- iv. The Town would make its submission (i.e., present its application) and the Board or members of the public would be invited to comment.
- v. NSUARB will render their decision in writing within 60 days of the hearing.

**3. FINANCIAL IMPACT**

There could be a financial savings if the number of councillors is decreased from six to four in the amount of \$31,420.00 (per the Nov 1, 2022-Oct 31, 2023 level).

There will be advertising costs for a newspaper ad in the call for public consultation (estimated \$149.50 + HST). Two newspaper ads are required for notification of the NSUARB’s public hearing when scheduled (estimated \$299.00 + HST). Costs to print small posters and/or bill inserts would be handled internally.

If the Town Solicitor is engaged to represent the Town at the Board hearing, legal fees will apply.

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

##### ***Strategic Direction***

- **Governance:** A town where positive relationships, communication, continual engagement, and shared vision are the foundation to municipal decision-making.

The Municipal Boundary Review is a requirement of the Province of Nova Scotia under the *Municipal Government Act*.

#### 5. **RECOMMENDATION AND DRAFT MOTION**

*Draft Motion: moved and seconded that Council approve the recommendations in Items 2 (a)-(e) as well as the public consultation process outlined in Item 2 (f) of this “2022 Municipal Boundary Review” memorandum.*

OR

Council may prefer that discussion on these items take place in a Committee of the Whole meeting or prefer to proceed with discussion at Council.

*Draft Motion: moved and seconded that the staff report “2022 Municipal Boundary Review” be referred to Committee of the Whole for a fuller discussion.*

Attachments - 4

Acknowledged only by:

Jamie Doyle  
CAO

## USER GUIDE

### **Statutory requirements for applications**

Every eight years since 2006, the council of every municipality and town in the province must study the number and boundaries of its polling districts, their fairness and reasonableness and the number of councillors. After it completes the study, and before the end of the year, the council must apply to the Board to confirm or to change the number and boundaries of polling districts and the number of councillors. For towns that elect councillors at large, an application must be filed with the Board to confirm or change the number of councillors.<sup>1</sup>

The Board must consider several factors to decide the number and boundaries of polling districts, including the number of electors, relative parity of voting power, population density, community of interest and geographic size.<sup>2</sup> To determine the number of councillors for a town, the Board must consider the population and geographic size of the town.<sup>3</sup> The position of mayor is not included in the number of councillors and does not fall within the scope of the Board's review.<sup>4</sup>

### **Recommended two-step process for study**

In past decisions, the Board provided specific guidance to municipalities and towns about municipal boundary applications.

Council may decide to hire a consultant or third party to do the required study, but it does not have to. Many councils direct senior municipal staff to conduct the study, in some cases aided by committees which include members from the public.

The Board recommends a two-step process. At the first stage, council should decide the desired number of councillors (i.e., the size of council). Questions about the distribution of polling districts should be addressed in a second stage.

Deciding the size of council involves considering the desired style of the council, the governance structure of the council, and a determination of an effective and efficient number of councillors. The style of government should not be decided until adequate public consultation has occurred. The size of council and its governance structure is a matter which can then be decided by council in an informed debate.

Once the number of councillors and polling districts is decided, the task becomes one of distributing the polling districts, balancing the number of electors, relative parity of voting power, population density, community of interest and geographic size.<sup>5</sup> As with the number of polling districts, public consultation is essential to a successful boundary setting process.

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<sup>1</sup> *Municipal Government Act*, S.N.S. 1998, c. 18, s. 369. Part XVI of the *Municipal Government Act* applies to the Halifax Regional Municipality (*Halifax Regional Municipal Charter*, S.N.S. 2008, c. 39, s. 364).

<sup>2</sup> *Municipal Government Act*, s. 368(4).

<sup>3</sup> *Municipal Government Act*, s. 368(5).

<sup>4</sup> The definition of "councillor" means a council member other than the mayor (*Municipal Government Act*, s. 3(p)).

<sup>5</sup> *Municipal Government Act*, s. 368(4).

Ideally, the public consultation process should mirror the two-step process outlined above, but the Board recognizes that for smaller municipalities or towns (or in instances where the first round of consultation has shown a preference to substantively maintain the status quo, including its boundaries), a second round of public consultation may not be practical or necessary.

### **Public consultation**

Public consultation is an inherent part of the required study. The type and amount of consultation is within council's discretion, but it should give members of the public an opportunity to express their views on the size of their council, upon the location of boundaries for town wards or municipal polling districts, or whether a town should be divided into wards, should that be applicable. Giving the public an opportunity to provide its valuable input is a key part of the decision-making process leading to an application by a municipality or town.

### **Relative parity of voting power**

The target variance for relative parity of voting power should be  $\pm 10\%$  from the average number of electors per polling district or ward. The municipality or town must justify any variance exceeding this target in its application to the Board. The larger the proposed variance, the greater the burden on the municipal unit to justify the higher variance from the average number of electors. Factors that may support higher variances include the need to accommodate population density, community of interest or geographic size.

### **Polling district boundary descriptions**

The municipal unit must supply descriptions of the existing and proposed municipal polling districts (or the wards in the case of towns). In most cases, the descriptions are in written form, which is acceptable to the Board. However, in recent years, municipalities and towns have asked to provide the descriptions of their polling districts or wards using digital GIS technology.

The Board will accept digital mapping descriptions instead of text descriptions, but in addition to filing a large hard copy map showing all polling districts, the Board also requires individual digital mapping for each polling district or ward. The individual mapping is to be filed by way of hard copy (8.5 x 11-inch format) and electronically (JPEG). The Board is mindful that due to differences in the size of the respective polling districts, the relative scale on each of the maps may differ.

Regardless of the format adopted by a municipality or town, the description must be able to address any inquiry made by electors or municipal election staff during a municipal election. The scale of any digital mapping descriptions must be able to respond to any inquiry.

## **Hearing - general procedure**

When an application is received, the Clerk of the Board will contact the municipality or town to schedule a public hearing. Once the hearing date is confirmed, a notice of hearing will be prepared by the Clerk of the Board and published twice in a local newspaper. The notice will invite members of the public to apply to participate in the hearing as a formal intervenor or to comment on the application by way of providing a letter of comment or registering to speak in person at the hearing. The Board will bill the municipality or town for the cost of these advertisements. The Board will also direct the municipality or town to post the notice of hearing on their social media accounts.

When no change to the number of polling districts and councillors is requested, and no member of the public has contacted the Board to oppose the application or to request to speak at the hearing, the Board may hold the public hearing by telephone or video conference. When the application requests a change to the number of polling districts and councillors, or if there is a material change proposed to the boundaries of the polling districts, the Board will likely conduct the public hearing in person. However, the Board reserves the right to decide the format of the hearing in each case.

The Board normally holds in-person public hearings in the municipality or town where the application arises. Outside HRM, Board hearings are usually held in municipal council chambers or other rooms within the municipal building.

Municipalities or towns do not have to be represented by legal counsel but may do so. Most do not, and their applications are presented by one or more of the following: Mayor, Warden, Chief Administrative Officer, Clerk, Chair of the local boundary review committee, etc.

At the public hearing itself, the Board member or panel chair opens the hearing by briefly describing the application and then asking the parties to identify themselves. The Board's hearings are all recorded electronically by a Board hearing clerk who is also responsible for handling the exhibits filed and discussed during the hearing.

During the public hearing, the town or municipality presents evidence through the examination of its witnesses. Each witness is first sworn in or affirmed (whichever their preference) to testify. In the case of municipal boundary hearings, the evidence is typically in the form of a presentation by a municipal official, including a discussion of the study or consultation undertaken by the municipal unit, any report prepared by the applicant, and details contained in the application. After the municipal unit has presented its application, the Board will usually ask questions related to the application. The Board may ask for more information or data to be filed as an undertaking after the hearing.

After the application is presented, the Board will open the hearing to any groups who have formally intervened in the matter and any members of the public who may have comments, either in support or opposed to the application. The Board or the municipal unit representative may ask questions to the intervenors or members of the public who have given comments. At the end of such comments, the town or municipality will be given an opportunity to respond to any concerns or issues raised by the public and to make any final submissions summarizing the key points of their application.

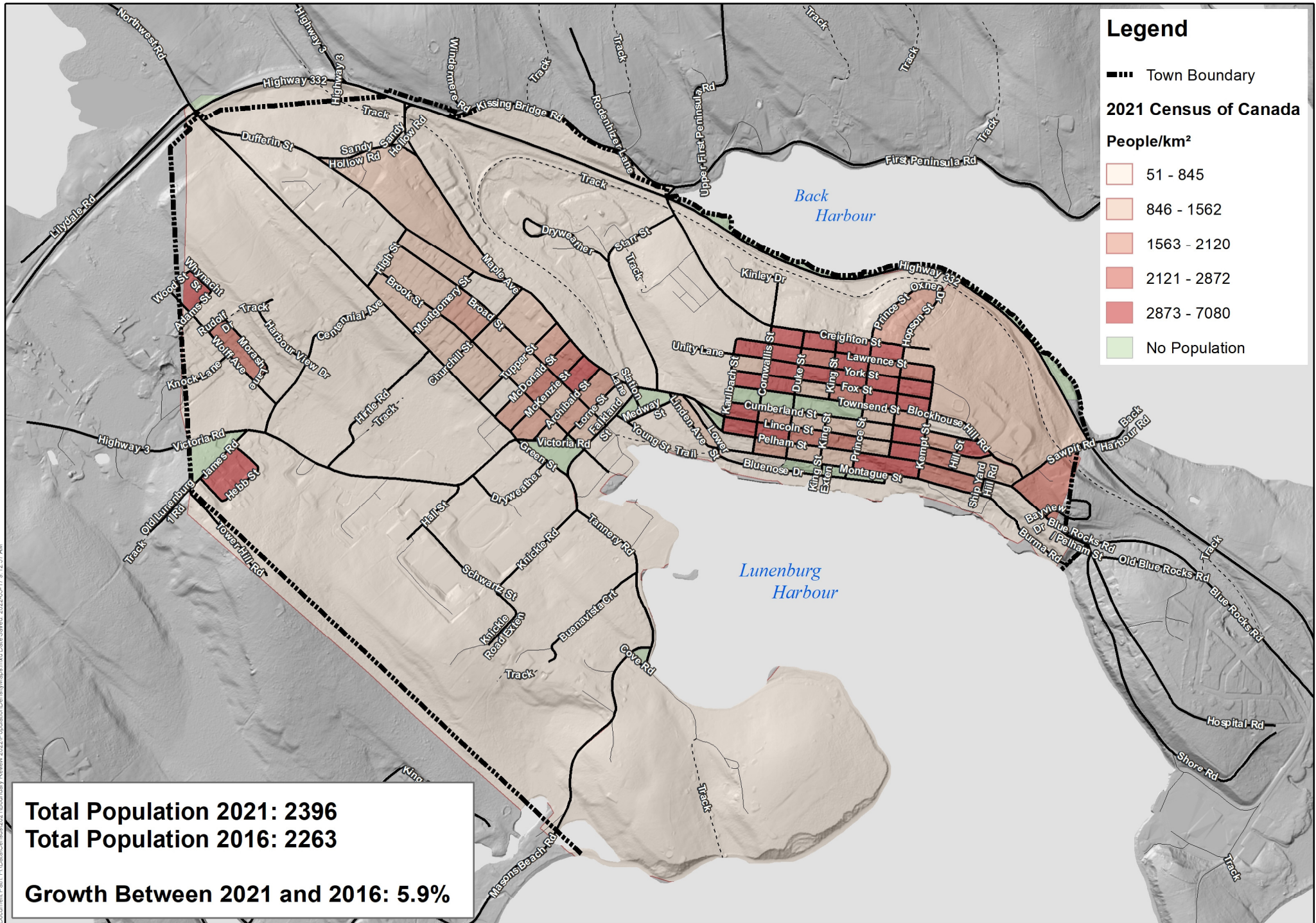
Most municipal boundary review hearings take one or two hours.

**Board Decision**

The Board normally issues a written decision within 60 days of the hearing. The Board will also issue an Order giving effect to the approved number of councillors and polling districts, and to the boundaries of the polling districts. Where text descriptions are used for the polling districts or wards, the Board may require the municipal unit to submit an electronic WORD or PDF version of the descriptions.

**NOVA SCOTIA TOWNS - DATA CHART**

<b>Nova Scotia Towns (x25)</b>	<b>Population (2021 Census)</b>	<b># of Electors (2020)</b>	<b>Total Private Dwellings (2021)</b>	<b>Land Area (km<sup>2</sup>)</b>	<b># Councillors (excluding Mayors)</b>	<b># of Wards</b>	<b>Councillor: Population</b>	<b>Councillor: Electors</b>
Amherst	9,404	7,676	4,799	12.07	6	1	1,567	1,279
Annapolis Royal	530	471	364	1.98	4	1	133	118
Antigonish	4,656	3,937	2,675	4.98	6	1	776	656
Berwick	2,455	1,799	1,080	6.53	6	1	409	300
Bridgewater	8,790	7,200	4,493	13.63	6	1	1,465	1,200
Clark's Harbour	725	650	399	2.82	6	1	121	108
Digby	2,001	1,512	1,133	3.16	4	1	500	378
Kentville	6,630	4,913	3,090	17.08	6	1	1,105	819
Lockeport	476	n/a	307	2.32	4	1	119	n/a
<b>Lunenburg</b>	<b>2,396</b>	<b>1,939</b>	<b>1,242</b>	<b>4.04</b>	<b>6</b>	<b>1</b>	<b>399</b>	<b>323</b>
Mahone Bay	1,064	876	599	3.12	6	1	177	146
Middleton	1,873	n/a	977	5.55	6	1	312	n/a
Mulgrave	627	580	316	17.83	4	1	157	145
New Glasgow	9,471	7,462	4,782	9.96	6	3	1,579	1,244
Oxford	1,170	931	576	10.68	6	1	195	155
Pictou	3,107	2,551	1,600	7.99	4	2	777	638
Port Hawkesbury	3,210	2,602	1,523	8.10	4	1	803	651
Shelburne	1,644	1,334	917	8.75	4	1	411	334
Stellarton	4,007	3,265	2,017	8.99	4	2	1,002	816
Stewiacke	1,557	1,059	739	17.62	6	1	260	177
Trenton	2,407	1,967	1,167	6.07	4	1	602	492
Truro	12,954	10,421	6,658	37.52	6	3	2,159	1,737
Westville	3,540	2,745	1,660	14.24	4	2	885	686
Wolfville	5,057	4,463	2,856	6.46	6	1	843	744
Yarmouth	6,829	5,352	3,569	10.57	6	1	1,138	892
<b>AVERAGE</b>	<b>3,863</b>	<b>3,028</b>	<b>1,982</b>	<b>9.68</b>	<b>5.20</b>	<b>1</b>	<b>716</b>	<b>610</b>



**Legend**

- Town Boundary

**2021 Census of Canada**

**People/km<sup>2</sup>**

- 51 - 845
- 846 - 1562
- 1563 - 2120
- 2121 - 2872
- 2873 - 7080
- No Population

**Total Population 2021: 2396**  
**Total Population 2016: 2263**  
**Growth Between 2021 and 2016: 5.9%**

Document Path: H:\Data\Census\2021\Boundary\_Review\_2022\PopulationDensityMaps.mxd Data Stored: 2022-05-17 9:12:57 AM



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**  
**Population/km<sup>2</sup> - Census of Canada**

North

630

Metres

**EXCERPT FROM:**  
**Municipal Government Act Rules**  
**made under Section 12 of the**  
***Utility and Review Board Act***  
**S.N.S. 1992, c. 11**  
**N.S. Reg. 114/2017 (July 10, 2017)**  
**amended to N.S. Reg. 89/2021 (effective May 31, 2021)**

**Municipal boundaries**

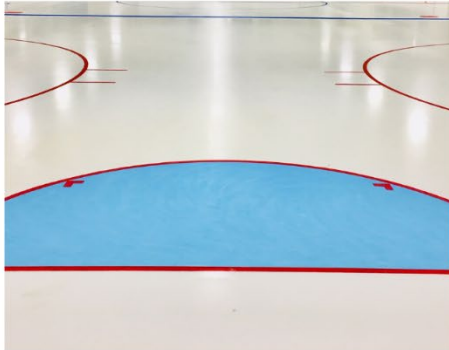
- 29 (1)** An application under Section 368 or 369 of the Act by a municipality **which has been divided into polling districts** shall contain the following information:
- (a) a list of the polling districts in the municipality and the number of councillors elected from each;
  - (b) a brief description of each polling district, including the names of the larger communities, its geographic size, any relevant geographic features, and any factors which establish a particular community of interest in the polling district;
  - (c) the latest available population statistics for the municipality and for each polling district; and
  - (d) a table which shows the following information from the most recent municipal election:
    - (i) the number of electors in each polling district,
    - (ii) the total number of electors in the municipality,
    - (iii) the percentage of the total number of electors in each polling district,
    - (iv) the average number of electors per councillor for the municipality,
    - (v) the number of electors per councillor for each polling district, and the number by which it exceeds or is less than the average number of electors per councillor,
    - (vi) the number expressed as a percentage by which the number of electors per councillor in each polling district exceeds or is less than the average number of electors per councillor.
- (2)** Where the application is to confirm the number and boundaries of the existing polling districts and the number of councillors to be elected therefrom, it shall contain the reasons why the status quo should continue.

- (3) Where the application is to change the number or boundaries of the polling districts or the number of councillors elected therefrom, or both, it shall contain an outline of the proposed changes, reasons for the changes, a table similar to that referred to in ~~subsection~~ [clause] (1)(d) which shows an estimate of the elector statistics which will result if the change is approved.
  - (4) The application shall be signed by the mayor/warden and the clerk of the municipality and shall be accompanied by a copy of the resolution of council authorizing or directing the making of the application, certified by the clerk of the municipality to be a true copy of the resolution.
  - (5) An application may be in Form C.
- 30**
- (1) An application under Section 368 or 369 of the Act by a town **which has not been divided into wards or polling districts** shall contain the following information:
    - (a) the number of councillors;
    - (b) the geographic size of the town;
    - (c) the latest available population statistics for the town;
    - (d) the total number of electors in the most recent municipal election:
  - (2) Where the application is to confirm the number of councillors, it shall contain the reasons why the status quo should continue.
  - (3) Where the application is to change the number of councillors, it shall contain an outline of the proposed changes and the reasons for the proposed changes.
  - (4) The application shall be signed by the mayor and the clerk of the town and shall be accompanied by a copy of the resolution of council authorizing or directing the making of the application, certified by the clerk of the town to be a true copy of the resolution.
  - (5) An application may be in Form D.
- 31**
- (1) Every application shall be accompanied by
    - (a) a copy of any advertisement soliciting input from the public in conducting the study;
    - (b) a copy of the minutes of any council meeting and public hearing respecting the study or application;
    - (c) a map showing the boundaries of the existing polling districts;

- (d) a description of the boundaries of the existing polling districts;
  - (e) where the application is to change the number or boundaries of the polling districts, a map showing the boundaries of the proposed polling districts and a description of the boundaries of the proposed polling districts;
  - (f) such additional information as Council determines.
- (2)** Where an application under Section 358 (amalgamation or annexation), Section 368 (polling districts), or Section 394 (dissolution of a town) of the Act is made, the application shall contain, to the extent possible, the information outlined in Rules 29, 30 and 31(1) above, including Forms E and F, depending upon the nature of the application.



# TOWN OF LUNENBURG ANNUAL WORK PLAN 2022/23





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## MESSAGE FROM THE MAYOR

The Town of Lunenburg's Annual Plan contains the milestones of the municipality's priorities for the 2022/23 fiscal year (April 1, 2022 to March 31, 2023).

Council determines priorities based on the Project Lunenburg Comprehensive Community Plan (CCP), while other priorities are essential core services the Town provides annually to our residents, businesses and visitors.

- The CCP provides strategic direction on how the Town will approach long-term strategic goals such as housing, climate change, infrastructure, urban planning, and diversity.
- Core services include items such as electricity, drinking water, garbage collection, wastewater, fire and police, and recreation facilities.

Together these priorities give Lunenburgers the kind of community we value today and for years to come.

Council is pleased to provide this outline of Year 2 of the first Five Year Plan of the CCP.



### Lunenburg Town Council 2020-24

*L to R:* Deputy Mayor Peter Mosher, Councillor Jenni Birtles, Councillor Melissa Duggan, Mayor Matt Risser, Councillor Susan Sanford, Councillor Ed Halverson & Councillor Stephen Ernst

The Town of Lunenburg acknowledges that it is located in Mi'kma'ki, the ancestral and unceded territory of the Mi'kmaq people. We are all beneficiaries of the Peace and Friendship Treaties with this region's First Nations, and we will all benefit when we find a new way forward based on the principles of truth and reconciliation.



# PROJECT LUNENBURG – COMPREHENSIVE COMMUNITY PLAN (CCP)

Project Lunenburg’s Comprehensive Community Plan (CCP) will inform and shape municipal decision-making and activity for the next 40 years. The success of this Plan depends on collaboration with the Town, project partners, and the community.

The CCP is a plan for the community, by the community. It is designed to be reviewed in five-year increments; the first review will be in 2025.

The current (and first) Five-Year Plan contains 35 Action Items designed to begin implementation of the CCP’s 10 Strategic Directions.

## Strategic Directions



Navigating the Future, Together.



## CCP Five Year Plan – Action Items 2022/23

The following charts outline the CCP Strategic Direction Goal Action milestones for the current fiscal year 2022/23 only.

### Key to Charts

STRATEGIC DIRECTION GOAL	<i>Description of the Strategic Direction</i>
5 YEAR ACTION ITEMS	<i>The Action Item #s refer to the CCP weighting exercise utilized by staff. Internal work plan documents are numbered accordingly.</i>
MILESTONES FOR FISCAL 2022/23	<i>Work progress on an Action Item projected for <u>this</u> fiscal year. Items that appear in “grey font” are Actions to be acted upon in upcoming years. Items with <u>✓</u> are completed.</i>



### STRATEGIC DIRECTION: Community Structure

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MILESTONES FOR FISCAL 2022/23
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.	<p><b>#8 Study &amp; planning for a sustainable energy district</b></p> <hr/> <p><b>#10 Site planning for Blockhouse Hill</b></p>	<ul style="list-style-type: none"> <li>▶ Feasibility studies re: solar panels on Water and Wastewater plants and solar garden (internal)</li> <li>▶ Electric Utility Sustainability Review</li>   <li>▶ Studies for the planning of improved utilization of assets; a new Disposition of Assets Policy; a new Extension of Services Policy</li> </ul>



**STRATEGIC DIRECTION:**  
**Housing**

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MILESTONES FOR FISCAL 2022/23
<p>A town that offers a wide range of high quality and affordable housing options.</p>	<p><b>#13</b> Conduct a feasibility study of mechanisms to encourage long-term residency</p>	<ul style="list-style-type: none"> <li>▶ Not included for 2022/23</li> </ul>
	<p><b>#17</b> Regulate short-term rentals</p>	<ul style="list-style-type: none"> <li>▶ MPS and LUB <u>regulated</u> use zones ✓</li> <li>▶ Province has recently expanded registration requirement</li> <li>▶ Lunenburg legislation TBA</li> </ul>
	<p><b>#20</b> Continue to foster relationships with housing stakeholders to foster collaboration &amp; data sharing</p>	<ul style="list-style-type: none"> <li>▶ Ongoing conversations with Housing NS, SSHAC, &amp; other stakeholders on related policy, funding, &amp; development work</li> <li>▶ Provincial needs assessment report pending</li> </ul>
	<p><b>#25</b> Study, policies &amp; other actions toward alternative housing models</p>	<ul style="list-style-type: none"> <li>▶ <u>Enabled</u> in new MPS and LUB ✓</li> <li>▶ Promotion/programs not included for 2022/23</li> </ul>
	<p><b>#33</b> Continue to monitor &amp; analyze housing demand &amp; supply, demographic indicators &amp; relevant development trends</p>	<ul style="list-style-type: none"> <li>▶ Housing Rental Rate study funded; on hold in favour of announced NS Government province-wide needs assessment</li> </ul>



**STRATEGIC DIRECTION:**  
**Servicing & Facilities**

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MILESTONES FOR FISCAL 2022/23
<p>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.</p>	<p><b>#1 Plan &amp; make upgrades to the wastewater collection &amp; discharge system</b></p> <hr/> <p><b>#2 Upgrades to the wastewater treatment plant</b></p> <hr/> <p><b>#6 Plan for long-term of all municipal facilities, including renovation, sale or lease.</b></p>	<ul style="list-style-type: none"> <li>▶ Capital projects: Bluenose Drive sewer line improvements; catch basin and pumping station upgrades; storm diversion work; GIS underground infrastructure master plan</li>   <li>▶ Engineering pre-design work to be completed 2022/23</li> <li>▶ Seeking provincial/federal funding for detailed SBR engineering design and build</li> <li>▶ Capital projects: Flood Control build; Blower room HVAC replacement</li>   <li>▶ Studies for the planning of improved utilization of assets; a new Disposition of Assets Policy; a new Extension of Services Policy</li> <li>▶ Electric Utility Sustainability Review</li> <li>▶ Surveying and/or legal work in progress on Town-owned properties and lands</li> <li>▶ Capital projects: Town Hall exterior; Arena upgrades; Cricket field and Skate Park; Water Utility chlorinator building demolition</li> </ul>



**STRATEGIC DIRECTION:**  
**Mobility**

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MILESTONES FOR FISCAL 2022/23
<p>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.</p>	<p><b>#29</b> Plan for new visitor, employee &amp; bus parking areas outside of Old Town &amp; associated programs</p> <hr/> <p><b>#30</b> Improve connectivity between Old Town &amp; New Town for all modes of transportation</p>	<p>▶ Not included for 2022/23</p> <p>▶ Capital projects: Tannery Road new sidewalks/Green Street sidewalk renewal designs; street reconstruction on Duke and Prince; manhole cover upgrades</p>



**STRATEGIC DIRECTION:**  
Economic Development

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MILESTONES FOR FISCAL 2022/23
<p>A town where year-round, well-paying employment is available to all residents.</p>	<p><b>#4 Enhance relationships with surrounding communities &amp; municipalities</b></p> <hr/> <p><b>#23 Establish a staff position that can support economic development initiatives</b></p> <hr/> <p><b>#26 Create an inventory of economic information, including vacant &amp; available land or storefronts, as well as other economic data</b></p>	<ul style="list-style-type: none"> <li>▶ Economic development: joint cooperation on regional business development opportunities, incl. new regional planning group re: affordable housing</li> <li>▶ Explore potential strategies to attract and retain residents</li>   <li>▶ Position establishment <u>complete</u> ✓</li> <li>▶ Business engagement and retention strategies development</li> <li>▶ Cross-departmental funding opportunities</li> <li>▶ Tourism: New Hwy 3 Community Identity signs (2) at Exit 11 funded – greetings in English/French/Mi'kmaq</li>   <li>▶ Land/Asset Disposition Policy development</li> <li>▶ Economic Development Officer/Planning Technician action item (internal) – high level/ongoing</li> </ul>



**STRATEGIC DIRECTION:**  
**Heritage**



STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MILESTONES FOR FISCAL 2022/23
<p>A town which continues to evolve as a living heritage site and recognizes a holistic view of its diverse history.</p>	<p><b>#22 Policy to encourage accessibility &amp; provide heritage design guidance</b></p> <hr/> <p><b>#31 Accommodate new additions to heritage structures such as solar panels without detrimental impacts to heritage value</b></p> <hr/> <p><b>#35 Ensure infill &amp; new development is visually compatible with, subordinate to, &amp; distinguishable from the historic place</b></p>	<ul style="list-style-type: none"> <li>▶ Accessibility Action Plan managed by regional Accessibility Coordinator</li> <li>▶ Regulation in new Encroachment By-law (in effect as of June 2022) ✓ + new Heritage Conservation District Plan &amp; By-law (anticipated for Fall 2022)</li> <li>▶ Heritage design guide for accessible entrances <u>completed</u> ✓</li> </ul> <hr/> <ul style="list-style-type: none"> <li>▶ New Heritage Conservation District Plan &amp; Bylaw (anticipated for Fall 2022)</li> </ul> <hr/> <ul style="list-style-type: none"> <li>▶ New Heritage Conservation District Plan &amp; Bylaw (anticipated for Fall 2022)</li> </ul>



**STRATEGIC DIRECTION:**  
**Urban Design**

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MILESTONES FOR FISCAL 2022/23
<p>A town that is shaped by cohesive design &amp; supported by amenities that creates an attractive, enjoyable, &amp; sustainable urban environment for residents &amp; visitors.</p>	<p><b>#16 Policies &amp; other actions to improve accessibility throughout the town</b></p> <hr/> <p><b>#19 Activate streetscapes through design &amp; programming</b></p> <hr/> <p><b>#28 Policies &amp; programs for street trees &amp; urban forest</b></p>	<ul style="list-style-type: none"> <li>▶ Accessibility Action Plan managed by regional Accessibility Coordinator</li> <li>▶ Training and digital accessibility standards</li> <li>▶ RFQ for development of accessible sidewalk standards not included for 2022/23</li> </ul> <hr/> <ul style="list-style-type: none"> <li>▶ Bandstand structural assessment</li> <li>▶ Street light replacement to LED fixtures by Dec 31, 2022</li> </ul> <hr/> <ul style="list-style-type: none"> <li>▶ “Resilient Roots” multi-year planting program launched – 25 trees in Fall 2022</li> </ul>



**STRATEGIC DIRECTION:**  
**Environment & Sustainability**

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MILESTONES FOR FISCAL 2022/23
<p>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.</p>	<p><b>#5 Partnerships to encourage energy efficient retrofits</b></p> <hr/> <p><b>#15 Facilitate ongoing community learning &amp; dialogue about sea level rise &amp; climate change projections &amp; adaptation measures</b></p> <hr/> <p><b>#21 Policies to regulate buildings near the shoreline as part of sea level rise adaptation</b></p> <hr/> <p><b>#27 Policies for wind &amp; solar energy at multiple scales</b></p>	<ul style="list-style-type: none"> <li>▶ Universal Water Metering program to begin rollout in 2023/24</li>   <li>▶ Not included for 2022/23</li> <li>▶ Flood Study online modeling tool <u>available</u> via website ✓</li>   <li>▶ MPS/LUB <u>contain</u> regulation on new builds ✓</li> <li>▶ Pending Provincial Coastal Protection Act Regulations will need to be assessed for Town impact – may or may not appear in 2022/23</li>   <li>▶ Two-way metering <u>enabled</u> for Electric Utility customers ✓</li> </ul>



**STRATEGIC DIRECTION:**  
**Culture & Recreation**

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MILESTONES FOR FISCAL 2022/23
<p>A town where all community members have access to cultural and recreation experiences.</p>	<p><b>#11 Foster inclusivity in programming &amp; leadership</b></p> <hr/> <p><b>#12 Build relationships between the Town &amp; Mi'kmaw residents/organizations, and the Town &amp; Black residents/organizations in the area</b></p> <hr/> <p><b>#18 Create a special committee to promote anti-racism &amp; decolonization, with particular emphasis on the lived experiences &amp; aspirations of Black, Indigenous, &amp; people of colour in Lunenburg</b></p> <hr/> <p><b>#24 Facilitate partnerships &amp; opportunities to increase waterfront access, including boardwalks &amp; walking paths</b></p> <hr/> <p><b>#32 Study &amp; assess the regional arts &amp; recreation facility needs, &amp; develop an integrated strategy for renovation/new construction</b></p>	<ul style="list-style-type: none"> <li>▶ See item #18</li> <li>▶ Continue/expand diverse cultural events, activities, flag-raising and proclamations</li> <li>▶ Continue/expand workshops and activities for seniors, women, youth, diversity; PRO Kids</li> </ul> <ul style="list-style-type: none"> <li>▶ See item #18</li> <li>▶ Staff and Council diversity &amp; inclusion training</li> </ul> <ul style="list-style-type: none"> <li>▶ Lunenburg County <i>Regional</i> Anti-Racism Committee: TOR pending from Live Infnitus</li> <li>▶ Funding “bucket” for EDI expertise</li> <li>▶ Capital “bucket” for EDI installation</li> </ul> <ul style="list-style-type: none"> <li>▶ Pedestrian link from Fisheries Museum to Old Boat Shed project (w Museum/Develop NS)</li> <li>▶ Connected to Mobility Action #30: Improve connectivity between Old/New Town</li> </ul> <ul style="list-style-type: none"> <li>▶ Not included for 2022/23</li> </ul>



**STRATEGIC DIRECTION:**  
**Governance**

STRATEGIC DIRECTION GOAL	5 YEAR ACTION ITEMS	MILESTONES FOR FISCAL 2022/23
<p>A town where positive relationships, communication, continual engagement, and shared vision are the foundation to municipal decision-making.</p>	<p><b>#3 Reform municipal committees to create a culture of inclusion</b></p> <hr/> <p><b>#7 Deepen work with local &amp; regional partners in the provision of shared services</b></p> <hr/> <p><b>#9 Expand Town’s communication plan to include a public participation strategy</b></p> <hr/> <p><b>#14 Undertake an organizational review that will identify changes required for enabling implementation of the CCP</b></p> <hr/> <p><b>#34 Identify performance indicators &amp; appropriate measurements to annually evaluate activities of the municipality</b></p>	<ul style="list-style-type: none"> <li>▶ Follow-up to new Committees of Council Policy selection criteria re outreach TBA</li> <li>▶ Committee orientation handbook developed</li> <li>▶ Connected to Culture &amp; Recreation items #11, 12, 18: Equity, diversity and inclusion</li>   <li>▶ 2022/23 shared services include bylaw enforcement, fire and building inspection, dangerous &amp; unsightly premises</li>   <li>▶ General public participation strategy to be developed (outside MGA requirement)</li> <li>▶ Communications Strategy revision (internal)</li> <li>▶ Visitation website to be developed (internal)</li>   <li>▶ Consultants: MC Advisory – work scheduled for completion in 2022/23</li>   <li>▶ Consultants: MC Advisory – work scheduled for completion in 2022/23</li> </ul>



**OTHER PROJECTS:**  
**CCP and Operational**

ACTION ITEM	MILESTONES FOR FISCAL 2022/23
By-law and Policy Review	▶ Consultants: MC Advisory – work scheduled to begin Fall 2022
Municipal Boundary Review	▶ <i>Municipal Government Act</i> requirement (every 8 years) – Dec 31, 2022 application deadline ▶ Utility & Review Board application to “confirm or alter the number/boundaries of polling districts and the number of councillors”
Vehicle/Equipment Fleet Replacements	▶ Public Works: Salt/Plow truck; 1/2 ton truck ▶ Public Works: Dresser loader; snow push blade for backhoe ▶ Fire Department: Rescue truck; utility truck; vehicle exhaust extraction system
Water Utility	▶ Tannery Road water main replacement ▶ Harbourview/Morash water line loop installation

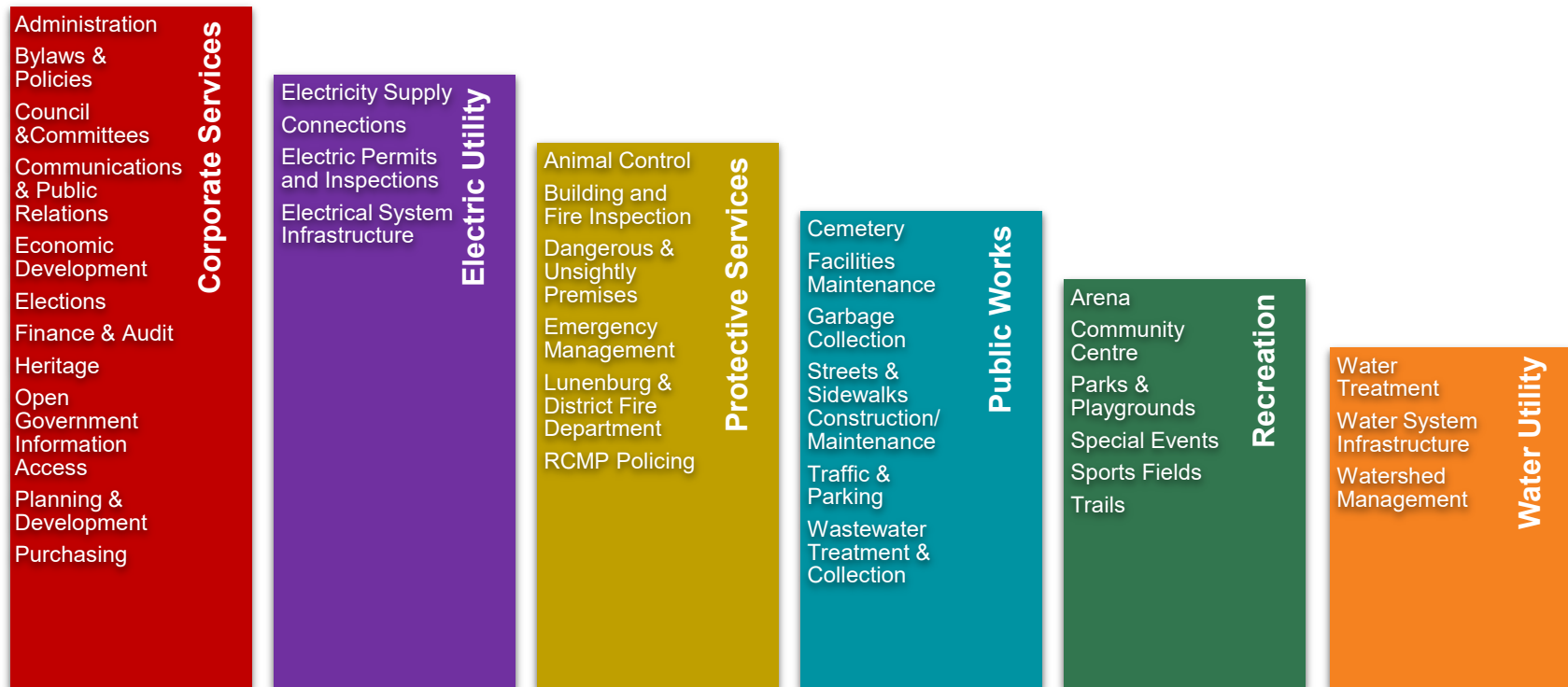


# MUNICIPAL SERVICES

## Essential Core Services

In addition to the Strategic Direction Goal Actions from the Project Lunenburg Comprehensive Community Plan, the Town provides an expansive range of core services to the community. Many of these services are subject to rigorous Provincial and Federal legislative compliance standards including the Municipal Government Act, Environment Act, Fisheries Act, Utility and Review Board Act, Cemeteries and Monuments Protection Act, Fire Safety Act, Building Code Act, Weights and Measures Act and others.

*The below chart is current as of April 1, 2022. Departments/responsibilities will change at the conclusion of the Organization Review.*





## IMPLEMENTATION & ENGAGEMENT

An overview of the steps being taken by Council and staff to bring the Comprehensive Community Plan (CCP)'s Five Year Plan Action items to life and how the status of the work is being shared with the public.

- Currently, **implementation** is tracked by simple milestone status. New key performance indicators under development this year will refine our criteria and progress evaluation.
- CCP progress updates are **shared with the public and/or public feedback solicited** through the following channels:
  - ✓ Council Meetings – in person and live streamed; agenda and minutes packages are available on the Town website.
  - ✓ Committee of the Whole – in person and live streamed; agenda and minutes packages are available on the Town website. Budget deliberations including CCP Five Year Plan Priorities are evaluated here.
  - ✓ Public Information Meetings/Public Hearings – when additional public input is required, such as the new Heritage Conservation District Plan & Bylaw later this year. These are advertised in the newspaper and on-line and notices sent to property owners.
  - ✓ Mayor's Monthly Update – this informal newsletter from Mayor Risser always includes an update on Project Lunenburg; available on the Town website, social media and to a subscribed mailing list.
  - ✓ Periodic updates and Fact Sheets are shared via the Town website and social media.



## USEFUL LINKS

### **Comprehensive Community Plan**

<https://townoflunenburg.ca/comprehensive-community-plan-ccp.html>

### **Town Budgets 2022/23**

<https://townoflunenburg.ca/town-budget-and-tax-rates.html>

### **Communications**

<https://townoflunenburg.ca/communications.html>

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Document No:  
 Meeting: Council – Aug 9/22  
 Circulate  
 File:

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**MEMORANDUM**

**TO: TOWN COUNCIL**

**FROM: TYSON JOYCE, TOWN ENGINEER**

**DATE: AUGUST 4, 2022**

**RE: TENDER – TANNERY ROAD WATERMAIN REPLACEMENT**

---

**1. FACTS**

The Tender for the civil work associated with the Tannery Road Watermain Replacement closed on August 2. This report includes a recommendation for Town Council to approve the award of this Tender. All tender awards over \$100,000 must be approved by Council.

**2. ISSUES AND OPTIONS ANALYSIS**

The Tannery Road Watermain Replacement Project is in the section of Tannery from the Green/Faulkland intersection running just past the Knickle/Tannery intersection and includes the following components:

- Abandonment of the existing 6” watermain and replacement with a new 8” mainline, fittings and improved configuration;
- Storm separation works (in the 2022/23 Fiscal Budget labelled as CSK-05);
- Reinstatement of all disturbed surfaces.

The amount approved in the 2022/23 Water Utility Capital Budget for the watermain replacement component is \$215,500 including net HST. The amount approved in the Capital Budget for the storm separation component is \$60,000 including net HST. The intent in combining these scopes within the Project is to perform reinstatements once and gain overall efficiencies for the work.

Tender Results

The following is a summary of the Tender prices submitted for the Tannery Road Watermain Replacement, excluding HST.

<b>Company</b>	<b>Tender Price (excluding HST)</b>
Aberdeen Paving	\$490,261
Dexter Construction	\$657,150

### **3. FINANCIAL IMPACT**

The amount approved in the 2022/23 Water Utility Capital Budget for the watermain replacement work is \$215,500 (including net HST) funded with Water Utility's Depreciation Funds. The amount approved in the 2022/23 Capital Utility Budget for the CSK-05 storm separation work is \$60,000 (including net HST) funded with Gas Tax.

The revised Project budget is as follows:

<b>Item</b>	<b>Cost including Net HST</b>
Watermain Replacement	\$484,000
CSK-05 Storm Separation	\$106,000
Revised Budget	\$590,000

These items above include engineering, construction and contingency costs.

There is capacity within the Water Utility's Depreciation Fund to support the increased cost of the water component of this project. The Water Utility's Depreciation Reverse balance at March 31, 2022 is projected to be \$1.88M.

The remaining Gas Tax allocation for fiscal 22-23 should be sufficient to cover the increased cost for this component of the project. Gas Tax Funds are allocated to the Town annually, approximately \$225K. Any amount not fully expended in any year is able to be carried forward toward future years.

### **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 met 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 Tannery Road Watermain Replacement project be awarded to Aberdeen Paving for the amount of \$490,261 plus HST with funding for the Water component to be from the Water Utility's Depreciation Reserve and funding for the Storm Separation component to be from Gas Tax funding.

Acknowledged only by:

Jamie Doyle  
CAO

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Document No:  
Meeting: Council – July 12/22  
Circulate  
File:

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## MEMORANDUM

**TO: TOWN COUNCIL**

**FROM: TYSON JOYCE, TOWN ENGINEER**

**DATE: JULY 21, 2022**

**RE: SOLAR FEASIBILITY STUDY SUMMARY**

---

### **1. FACTS**

Staff had a Consultant (PES HV Limited) complete a solar feasibility study for the existing Water Treatment Plant (WTP) Site at 524 Northwest Rd, Lunenburg and Waste Water Treatment Plan (WWTP) Site at 125 Starr St, Lunenburg.

The purpose of this feasibility study is to investigate the options and benefits of a solar energy facility at each Site with consideration given to both rooftop and ground-mounted solar arrays as sources.

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

A summary of the findings for each Site are below:

#### **1. WTP Site – 524 Northwest Rd**

- Proposed concept includes a combination of rooftop and ground mounted units to generate a portion of the energy to power WTP.
- Estimated capacity of solar field to generate 32% of WTP energy requirements (122.4 kW in total)
- Estimated cost to establish solar infrastructure of \$306,000 and estimated operating costs of \$4,700 per year for 25 years (\$423,500 total). The utility would have internal Depreciation Funds to support this project.
- Estimated savings per year of \$19,300 so approximately 22 years to offset cost.

#### **2. WWTP Site – 125 Starr St**

- Proposed concept includes rooftop units to generate a portion of the energy to power WWTP.
- Estimated capacity of solar field to generate 3% of WWTP energy requirements (34.7 kW).

- Estimated cost to establish solar infrastructure of \$69,400 and estimated operating costs of \$1,500 per year for 25 years (\$106,900 total).
- Estimated savings per year of \$5,789 so approximately 18.5 years to offset cost.
- Separate part of study suggests installing ground mounted units (in the current Town disposal site) and connect them directly to the Electrical Substation on Starr St. Estimated cost to establish infrastructure required for this is \$2,389,600 with \$4,200 per year operating costs totalling \$2,494,600 over 25 years.
- By connecting directly into the Electrical Substation, estimated revenue generated is \$178,792 per year so approximately 14 years to offset cost. Energy generated by the ground mounted array is 1194.8 kW. Assumes no debt financing

All the estimates above do not include any site remediation costs (if applicable).

### **3. FINANCIAL IMPACT**

The Feasibility Study for the WTP estimated a cost of \$20,500 (including contingency and net HST) for Engineering design (Electrical, Structural and Geotechnical). Staff propose proceeding with this work in the 22-23 Fiscal year utilizing funds from the Water Utility Depreciation Funds. In addition, Staff propose the Water Utility include this project in their 23-24 Capital Budget considerations.

Staff recommend deferring any solar design or infrastructure for the WWTP Site until the new plant is in place and review further at that time. Similarly, the Electric Sustainability study currently taking place is expected to be completed by early 2023, and any potential benefits solar can add to the grid should be deferred until at least that time.

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

Capital Construction Projects are part of the Servicing and Facilities Strategic Direction of the Town's Comprehensive Community Plan; 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. RECOMMENDATION AND DRAFT MOTION**

To approve the following draft motion:

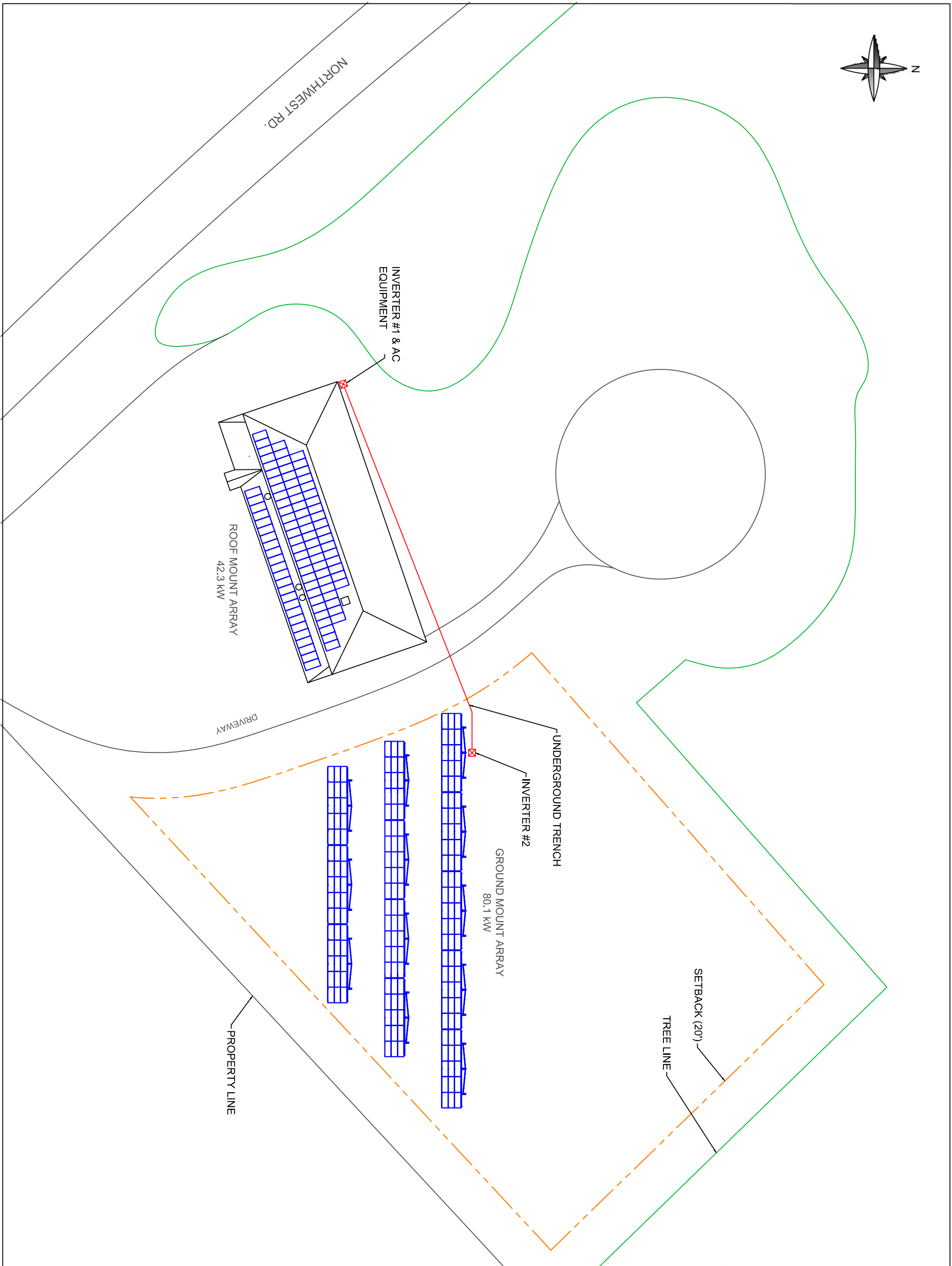
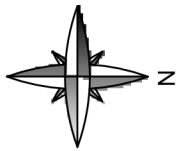
#### **Draft Motion:**

Moved and seconded to add to the Water Utility's capital budget in the amount of \$20,500 an item for the Engineering design for the solar array at the WTP Site using funds from the Water Utility Depreciation Funds.

Attachments –  
WTP Solar Arrays Concept  
WWTP Solar Arrays Concept – Rooftop  
WWTP Solar Arrays Concept – Ground Mount

Acknowledged only by:

Jamie Doyle  
CAO



CLIENT



SEAL

**PRELIMINARY LAYOUT**  
NOT FOR CONSTRUCTION UNTIL  
REVIEWED/SEALED BY A P. ENG\*

\*LICENCED IN THE PROVINCE OR TERRITORY IN WHICH THE SYSTEM IS TO BE INSTALLED.



Victoria, BC | Calgary, AB  
Edmonton, AB | Barrie, ON

**PROPRIETARY AND CONFIDENTIAL**  
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF HES PV LIMITED. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF HES PV IS PROHIBITED.

TITLE:

WTP SITE  
524 NORTHWEST RD.  
LUNENBURG, NS  
B0J 2C0

PROJECT NO:

**900823**

SHEET:

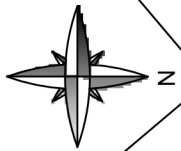
**01**

DRAWING NO:

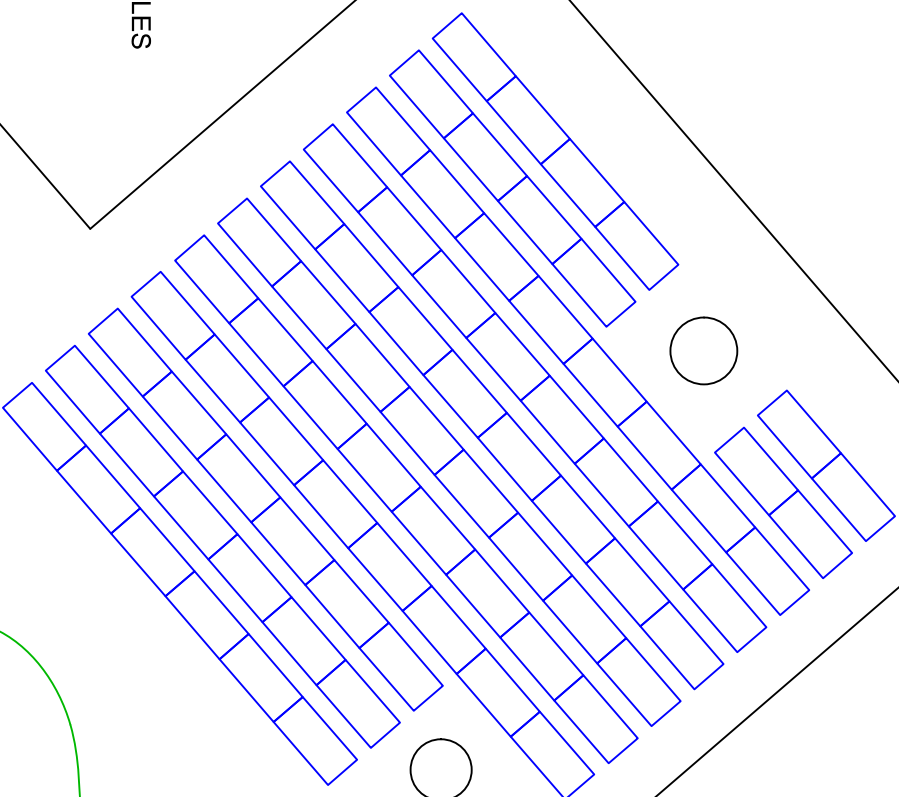
**108138**

REVISION:

**B**



78 PV MODULES  
34.7 KW



CLIENT



SEAL

**PRELIMINARY LAYOUT**  
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REVIEWED/SEALED BY A P.ENG\*

\*LICENCED IN THE PROVINCE OR TERRITORY IN WHICH THE SYSTEM IS TO BE INSTALLED.



Victoria, BC | Calgary, AB  
Edmonton, AB | Barrie, ON

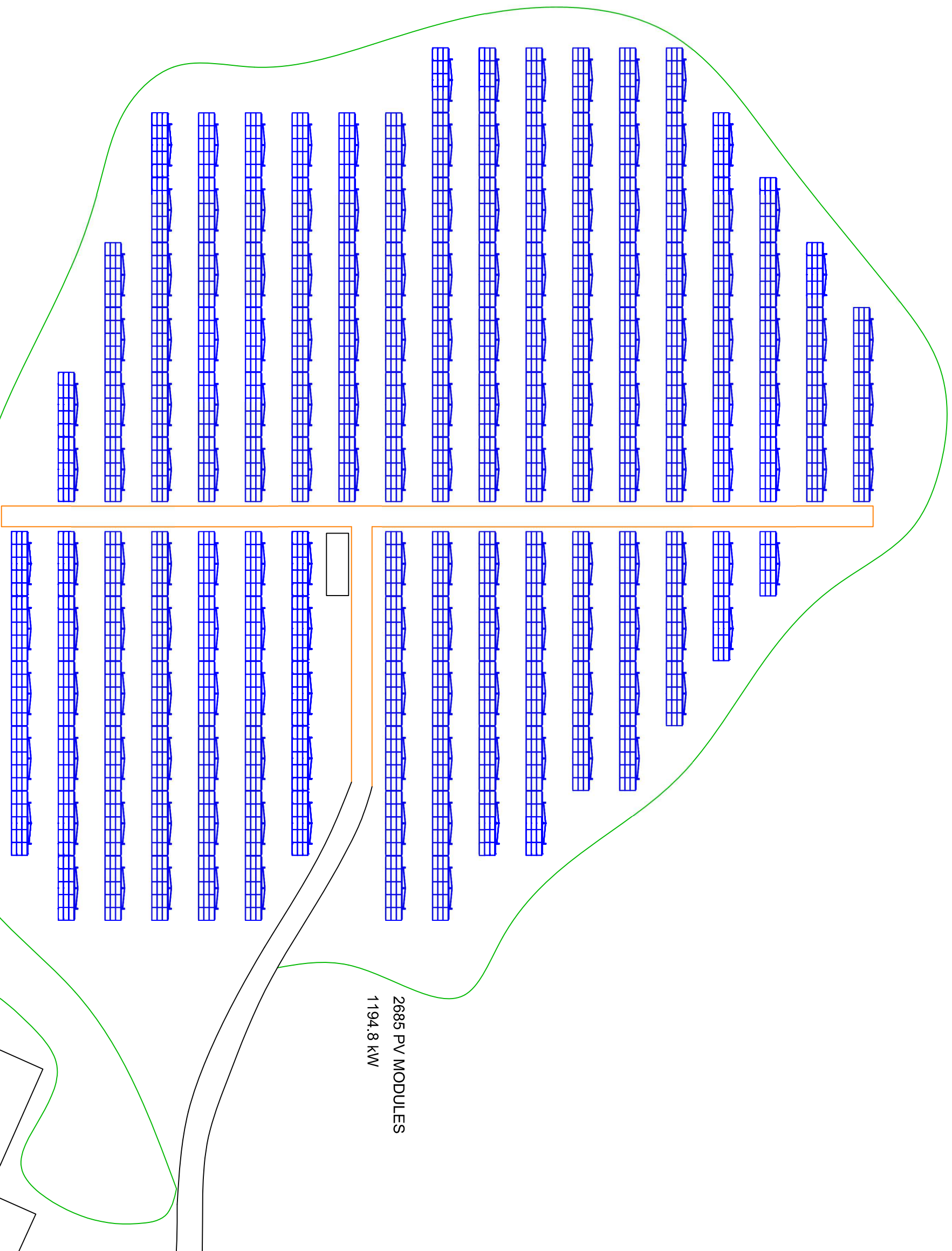
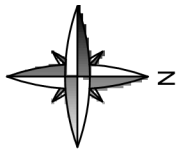
**PROPRIETARY AND CONFIDENTIAL**  
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TITLE:

WWTP SITE  
125 STARR ST.  
LUNENBURG, NS  
B0J 2C0

PROJECT NO: **900823** SHEET: **01**

DRAWING NO: **108139** REVISION: **-**



CLIENT



SEAL

**PRELIMINARY LAYOUT**  
NOT FOR CONSTRUCTION UNTIL REVIEWED/SEALED BY A P.ENG\*

\*LICENCED IN THE PROVINCE OR TERRITORY IN WHICH THE SYSTEM IS TO BE INSTALLED.



Victoria, BC | Calgary, AB  
Edmonton, AB | Barrie, ON

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TITLE:

WWTP SITE  
125 STARR ST.  
LUNENBURG, NS  
B0J 2C0

PROJECT NO: **900823** SHEET: **01**

DRAWING NO: **108139**

REVISION: -

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Document No:  
Meeting: Council – Aug 9, 2022  
Circulate: Council, CAO  
File:

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## MEMORANDUM

**TO: TOWN COUNCIL**

**FROM: KELLY CUNNINGHAM, RECREATION DIRECTOR  
LISA KENDALL, MUNICIPAL ENGINEER/PROJECT MANAGER**

**DATE: JULY 27, 2022**

**RE: TOWN VEHICLE REPLACEMENT: UPDATE**

---

### **1. FACTS**

The Town's vehicle replacement plan was scheduled for the 2008 Van to be replaced in fiscal 22/23 and sold as surplus.

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

The 2008 Van is currently safety inspected until July 2024 and is in working condition. The 2009 White ½ Ton Dodge truck is currently in need of a safety inspection and will require approximately \$5,000 to fix, which would include a new box and a bumper.

Staff are recommending for the 2009 White ½ Ton Dodge to be sold as surplus and keep the 2008 Van in the vehicle rotation.

### **3. FINANCIAL IMPACT**

There is no immediate financial impact.

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

This 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 met through strategic management and incremental, well-phased upgrades that are financially sustainable.

### **5. RECOMMENDATION AND DRAFT MOTION**

To approve the following draft motion:

Draft Motion:

*Moved and seconded for the 2009 White ½ Ton Dodge to be sold as surplus and keep the 2008 Van for staff usage.*

Acknowledged only by:

Jamie Doyle  
CAO

**RCMP-GRC**



ROYAL CANADIAN MOUNTED POLICE • GENDARMERIE ROYALE DU CANADA

# Town of Lunenburg Q2 Report

## Cst. Sonia Upshaw

### “H” Division RCMP NCO/ic Lunenburg Detachment



Royal Canadian Mounted Police Gendarmerie royale du Canada

Canada 

## LUNENBURG DISTRICT STAFF

- 1 Staff Sergeant
- 2 Sergeants
- 6 Corporals
- 33 Constables
- 1 Reserve Constable
- 7 Administrative Staff
- Crime Analyst (Covers numerous areas including Lunenburg District)
- Senior Safety Coordinator (Jointly Managed with BPS)
- Additional Resources on Request – MCU, FIS, ICE AIR SERVICES, CRITICAL INCIDENT PROGRAM



## SOUTHEAST TRAFFIC SERVICES

- Six member Provincial Unit working out of Lunenburg District (Chester Office)
- Dedicated traffic enforcement throughout Lunenburg and Queens Counties.

These below statistics are in addition to the “Road Safety” work conducted by Lunenburg County District members.

- 507 Summary Offence Tickets
- 376 Written Warnings
- (91) Checkpoints

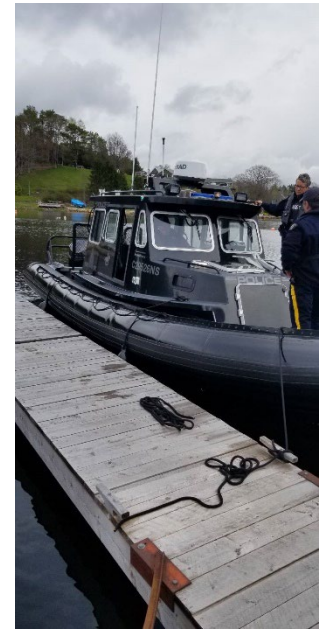
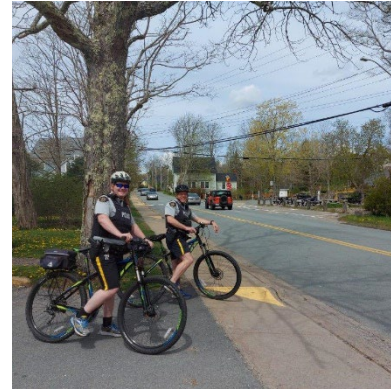


Royal Canadian Mounted Police Gendarmerie royale du Canada

Canada

# LUNENBURG DISTRICT FLEET

- (15) Patrol Cars
- (3) Patrol SUVs
- (5) Unmarked Police Vehicles
- (1) Police Boat
- (1) 4 Seat UTV (Side x Side)
- (4) Patrol Bicycles



# Lunenburg District Facilities



- Bridgewater Detachment
- Lunenburg Detachment
- Chester Detachment

S/Sgt. Victor WHALEN District Commander



Royal Canadian Mounted Police  
Gendarmerie royale du Canada



*Lunenburg NS*

**Telephone:** 902-634-8674

**Fax:** 902-634-4311

## **Hours of Operation**

Monday, Wednesday & Friday

8:30 am to 4 pm

Fingerprints

By appointment only

## **Services available**

- Criminal records check
- Fingerprints
- General information
- Non emergency complaints
- Outside detachment emergency phone
- Report a crime
- Vulnerable sector check

**Canada** 

# District Resources



## GENERAL INVESTIGATION SECTION (Lunenburg County)

- Cst. Alexander Tucker is Lunenburg District's GIS Investigator. His role is to investigate resource intensive & more complicated criminal files. Eg. B&E Series
- Often paired with SCEU Lunenburg District benefits from a highly trained multi-member investigative team.

## SCHOOL SAFETY RESOURCE OFFICER (Lunenburg County)

Constable Ted BAILEY and Cst. Leah BEATON are the is Lunenburg District's School Safety Resource Officers and are dedicated to providing support to Lunenburg County's 18 public schools. The SSRO works with local schools and delivers programs concerning a range of topics including cyber bullying, and other social media topics. With schools currently being closed for the summer, Cst. BAILEY and Cst. BEATON are currently assisting the District, responding to calls for service while preparing to rejoin the SSRO positions this fall.

## COMMUNITY POLICING SERVICES OFFICER (Lunenburg County)

- Constable Sonia UPSHAW is the Community Policing Victim Services Officer for Lunenburg County. Cst. UPSHAW is stationed out of Chester Detachment, and is responsible for maintaining and developing current and future community partnerships within the District.



# Q2 Lunenburg District Calls for Service

- Between April 1<sup>st</sup>, 2022 & June 30<sup>th</sup>, 2022, the Town of Lunenburg had received **139 Calls for Service** which included Criminal Code, Controlled Drugs and Substance Act, and Provincial Act Investigations.
- Check Stops – 2
- False Alarms - 10
- Wellbeing Checks - 7
- Mental Health Calls – 4
- Sudden Death - 0
- Crime Prevention -4
- 911 calls - 9
- Assistance to GP - 0



# Town of Lunenburg



## Notable occurrences:

- On April 12<sup>th</sup>, 2022 Lunenburg Detachment members responded to a complaint of a family dispute in progress. During the investigation, a youth was arrested and charged for Mischief, under the criminal code. The matter is currently before the court.
- On April 15<sup>th</sup>, 2022 Lunenburg Detachment members responded to an unknown intoxicated male inside of the complainant's residence. Members attended and arrested the intoxicated male for break and enter, the subject was taken to cells, charges under the Liquor Control Act were laid. The matter is before the courts.
- On June 17<sup>th</sup>, 2022 Lunenburg RCMP received a complaint of Sexual Assault, occurring at an establishment in the Town of Lunenburg. Members are still collecting information and statements pertaining to the allegations, the matter is still being investigated.



# Street Crime Enforcement Unit



**SCEU (Street Crime Enforcement Unit) is a 3 member plainclothes investigative team funded by the Department of Justice. On the South Shore the team is integrated with Bridgewater Police Service (BPS) – 2 RCMP & 1 BPS**

**SCEU report for District**



Royal Canadian Mounted Police Gendarmerie royale du Canada

Canada



## Town of Lunenburg Quarterly Statistics

Protected "A"

*(Includes Traffic Services and Occurrences taken by Call Back Unit)*

Type of Crime & Occurrence Type	2022	2022	Amount of Change	Calendar Year to Date 2022
	Q2	Q1		
	Current	Previous		
<b>Crimes Against Persons</b>				
Offences Related to Death	0	0	0	0
Sexual Offences	1	2	-1	3
Assault	3	5	-2	8
Kidnapping/Hostage/Abduction	0	0	0	0
Robbery	0	0	0	0
Extortion / Intimidation	0	0	0	0
Criminal Harassment	1	1	0	2
Indecent   Harassing Comm.	2	0	2	2
Uttering Threats	2	4	-2	6
<b>Property Crime</b>				
Arson	0	0	0	0
Break and Enter	1	0	1	1
Unlawfully in a Dwelling House	0	0	0	0
Theft Over	0	0	0	0
Theft of Motor Vehicle	0	0	0	0
Theft of Other MV / Motorcycle	0	0	0	0
Take MV w/o Consent	0	0	0	0
Theft Under	1	8	-7	9
Shoplifting	1	2	-1	3
Theft (mail, bicycle, et al)	0	0	0	0
Theft from Motor Vehicle	0	0	0	0
Possession of Stolen Goods	0	0	0	0
Fraud	4	6	-2	10
Identity Theft	0	0	0	0
Mischief	5	9	-4	14
<b>Drug Enforcement</b>				
Possession	0	0	0	0
Trafficking	0	1	-1	1
Import/Export	0	0	0	0
Production	0	0	0	0
Other	0	0	0	0



## Town of Lunenburg Quarterly Statistics

Protected "A"

(Includes Traffic Services and Occurrences taken by Call Back Unit)

Type of Crime & Occurrence Type	2022	2022	Amount of Change	Calendar Year to Date 2022
	Q2	Q1		
	Current	Previous		
<b>Traffic</b>				
Dangerous Op of MV	0	0	0	0
Distracted Driving	1	0	1	1
Impaired by Alcohol	3	3	0	6
Impaired by Drug	0	0	0	0
Failure/Refusal	0	0	0	0
Driving while Disqualified	1	0	1	1
Fail to Stop or Remain	0	1	-1	1
Seatbelt Violation	0	0	0	0
Intersection Violation	0	0	0	0
Speeding Violation	0	2	-2	2
Insurance Violation	0	0	0	0
Road Side Suspension (Alcohol)	0	0	0	0
Road Side Suspension (Drug)	0	0	0	0
Collision - Fatal	0	0	0	0
Collision - Non - Fatal Injury	0	1	-1	1
Collision - Reportable	7	7	0	14
Collision - Non Reportable	8	5	3	13
Off-Road Vehicle Collision	0	0	0	0
Municipal By-laws	1	0	1	1
Other Traffic Offence/Violation	23	11	12	34
Other Traffic Related Duties	0	0	0	0
Checkstop	2	4	-2	6
<b>Other</b>				
911 Call	9	5	4	14
Breach of Court Order	0	3	-3	3
Liquor Act	2	1	1	3
Mental Health Act	4	10	-6	14
Missing Person	0	2	-2	2
Municipal Bylaw - Other	2	0	2	2
Other	32	42	-10	74
Sudden Death	0	1	-1	1
Suspicious P V P	4	3	1	7
Wellbeing Check	7	8	-1	15
Trespass At Night	0	0	0	0
HPA (COVID-19) - Offences only	0	0	0	0
HPA (COVID-19) - Other activities	0	0	0	0
QUA (COVID-19) - Offences Only	0	0	0	0
QUA (COVID-19) - Other Activities	0	1	-1	1
<b>Total Founded &amp; SUI Occurrences</b>	<b>127</b>	<b>148</b>	<b>-21</b>	<b>275</b>
<b>Total Occurrences*</b>	<b>139</b>	<b>155</b>	<b>-16</b>	<b>294</b>

\*Includes Unfounded and Unsubstantiated

## **RCMP LILYDALE DETACHMENT**

### **SOUTH SHORE STREET CRIME (LCD SCEU ) / GIS**

The Street Crime Enforcement Unit is a three-member investigative unit integrated with the Bridgewater Police Service (2 RCMP Members and 1 Bridgewater Police Member) that is led by Cpl. Derek McAlpine of the RCMP. SCEU's mandate is to investigate low to mid-level organized crime and primarily investigates offences under the Controlled Drugs and Substances Act (CDSA) and Criminal Code. Lunenburg General Investigation Section consists of 1 RCMP officer. The mandate of the unit is to investigate more serious, complex and time consuming investigations.

#### **Unit Quarterly Summary: (Success Stories)**

This Spring the Lunenburg County GIS Section lead an investigation into a Blockhouse resident who was suspected of drug trafficking and facilitating property crime in the county. A search warrant was executed including GIS, SCEU, Bridgewater Police, and the Criminal Intelligence Service of Nova Scotia. Cocaine, Methamphetamine, Hydromorphone, cash, firearms, and over 200 stolen items including ATV's and boat motors were located. The search warrant resulted in 7 files being solved already with property being returned as far as Saskatchewan.

Due to the complexity of the file the investigation is on-going and although an initial 14 charges were laid the final result is suspected to be 30 plus.

Days later Lunenburg County GIS authored a Search Warrant for a residence in Bridgewater which resulted in recovering stolen property from 3 theft files in the county and the seizure of a firearm. The investigation resulted in numerous charges.

A second large scale investigation was completed on a Watford resident for suspected of rampant thefts in Lunenburg County. On June 22nd a search warrant was executed on the property resulting in a large quantity of stolen heavy equipment and tools being recovered solving 4 files in the County and even recovering property for Tantallon.

SCEU/GIS assisted South West Nova Major Crime on two investigations. One in relation to an on-going homicide investigation and the other relating to a male who is currently under investigation for aggravated assault on a child in the Lunenburg County area including authoring warrants for the investigation.

SCEU/GIS assisted Bridgewater Police Service in relation to search warrants executed in support of a Child Pornography Investigation in Bridgewater.

GIS continues to be heavily involved in a number of large investigations that target property crime throughout Lunenburg County. Numerous targets were selected, arrested, subject to search warrants, charged and property recovered.

Investigations into Lunenburg County Drug Trafficking continue after large success targeting, charging, and remanding the largest dealer during the previous quarter.

**SCEU/GIS Statistics for the quarter are:**

- 4 Criminal Code Search Warrants Executed
- 6 Other Criminal Code Judicial Authorizations obtained
- 4 targeted offenders searched/arrested/charged involved in drug trafficking and property crime in Lunenburg County.
- \$30,000 Value of Property Seized/Recovered.
- \$3,000 Value of Drugs Seized and Cash Seized.
- 5 Firearms seized involved in criminal activity.

**TOWN OF LUNENBURG  
SPECIAL EVENT/FESTIVAL/PARADE APPLICATION FORM**

Please complete all sections of this Application and return to:

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

1. Name of Special Event/Race/Festival/Parade/etc. ("Event"):

Documentary Film Festival - Opening Night Gala

2. Name of organization hosting/planning event:

Lunenburg Doc Fest

3. Type of organization: (please give tax number if applicable)

- |                             |                      |
|-----------------------------|----------------------|
| Athletic                    | Community Non-profit |
| Special Interest Group      |                      |
| Community Non-profit        |                      |
| Commercial (private sector) |                      |
| Religious                   |                      |
| Political                   |                      |
| Charitable                  |                      |
| Incorporated Society        |                      |
| Other _____ Please Specify  |                      |

4. Key contact for event:

Name: Lauren Unsworth

Address: [REDACTED]

Postal Code: B0J2C0

Phone No. [REDACTED] (H) \_\_\_\_\_ (O) \_\_\_\_\_ (F) \_\_\_\_\_

Secondary contact for event:

Name: Pamela Segger

Address: [REDACTED]

Postal Code: B0J2C0

Phone No. [REDACTED] (H) \_\_\_\_\_ (O) \_\_\_\_\_ (F) \_\_\_\_\_

5. Name and main theme of event:

Lunenburg Doc Fest, Documentary Film Festival

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6. Main activities of event:

Documentary films shown at United Church Hall and Lunenburg Opera House. We also run an industry Dock Market Presenting a balance of professional development, peer to peer engagement and networking opportunities, in an intimate location, the Dock Market is ideal for filmmakers wanting to find quality time with potential partners.

7. Objectives of event in order of priority:

To entertain, educate, and inspire by showcasing the documentary art form and creating a cultural connection between audiences and artists in the UNESCO World Heritage site of Lunenburg, Nova Scotia.

Lunenburg Doc Fest is a not-for-profit charitable organization.

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8. Date(s) and times to held:

September 22 -28

10 am- 10pm

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9. Please identify the frequency of this event:

Annual                      Annual \_\_\_\_\_                      One time only                      \_\_\_\_\_  
Biennial                      \_\_\_\_\_                      Other (Please specify)                      \_\_\_\_\_

10. Locations/Route of event (please include site maps or route plan):

Our Festival will take place mostly at two locations which are across the street from one another: The Lunenburg Opera House 290 Lincoln St and The United Church Hall at 283 Lincoln street. We would like Lincoln street between King and Prince blocked off for our opening night film and Gala [Sep 22] from 6pm to 12am.

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11. Insurance requirements: The Town of Lunenburg requires that event organizers, whether all or part of the event takes place on or passes over the Town of Lunenburg public property, during setup, the event, and/or break-down, carry third party liability insurance at a level of not less than \$2,000,000.00 per incident. The Town of Lunenburg shall be named as "Additional Insured", and where liquor shall be served as part of the event, additional liquor liability insurance shall be obtained. A certificate of all insurance concerning this coverage shall be forwarded to the Town Manager/Clerk of the Town of Lunenburg, at least 7 working days before the event start date. Please describe your insurance coverage and attach relevant documents.

Please see attached

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12. Will you require Town Services? If so, please describe:

We have been advised we will need Public Works, services for road closure.

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13. Are you requesting that these Town services be donated free of charge? If so, please detail:

We are a non-profit charity so any consideration in price would be much appreciated  
and reciprocated with recognition in our program guide on our website  
and in our pre- reel which is played before every film on-site and online.

14. Please note any additional information below you feel would be helpful.

Contact information: [coordinator@lunenburgdocfest.com](mailto:coordinator@lunenburgdocfest.com)

**(Please Note: Your request for approval of this event and/or a donation will be considered by the Lunenburg Town Council at their next meeting.)**

FOR OFFICE USE ONLY

Application received by: \_\_\_\_\_

Date application received: \_\_\_\_\_

Date Council considered application: \_\_\_\_\_

Decision of Council:

Special Event Permit Approved       Special Event Permit Denied

Conditions of Special Event Permit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Term of Special Event Permit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fees or Service Charges for Town Work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## CERTIFICATE OF INSURANCE

### RECREATION NOVA SCOTIA A/O MEMBER CLUBS, ASSOCIATIONS & GROUPS (AS ENDORSED HEREON)

*This is to certify that the policy of insurance as herein described has been issued to the above insured and the group/association named below is added as a "Named Insured" and the policy is in force as of the date stated hereunder:*

**Named Insured:** Lunenburg Doc Fest Association

**Policy Number:** [REDACTED]

**Term:** April 1, 2022 to April 1, 2023

**Description of Operations:** Sport, Recreation & Leisure Activities  
(As per application on file with insurer)

**Limit of Liability:** \$2,000,000 inclusive limit

**Deductible:** \$1,000 for Bodily Injury, Property Damage, Personal and Advertising Injury & Tenants Legal Liability

**E & O Liability:** \$1,000,000 (Directors & Officers/Wrongful Acts); \$1,000 deductible

**Host Liquor Liability:** Included

**Insurer:** Certain Underwriters at Lloyd's, Under Agreement No. [REDACTED]

*The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy.*

#### **Policy Endorsements, Exclusions, Amendments:**

- Commercial General Liability-Occurrence Form - WCGE102101
- SPF # 6 Non-Owned Auto – CGE1392012
- SEF#96 Contractual Liability Endorsement – CGE1412012
- SEF#99 Excluding Long-Term Leased Vehicle - CGE1422012
- Watercraft Exclusion Amendment – CGE2512104
- Sports Activities Exclusion – CGE2282103
- Amending Limits of Insurance – Schedule of Named Insureds – CGE2112103
- Additional Insured – CGE1172012
- Virus, Bacteria, Disease and Contagion Exclusion – CGE1272012
- Errors And Omissions Liability (with coverage for Directors and Officers) Occurrence, Defense Expenses Included in Limit – CGE3212111 – only applicable if noted above
- Schedule of Named Insureds – CGE2312103
- Host Liquor Liability (submit) – CME2062104 – only applicable if noted above

Countersigned by:  
**Brokerlink Insurance**  
*Dana Smith*  
Authorized Representative



August 2, 2022

To Whom It May Concern,

Lunenburg Doc Fest is running its 9<sup>th</sup> annual documentary film festival this September.

September 22<sup>nd</sup> is our Opening Night Film and Gala at the Opera House, 290 Lincoln Street and the United Church Hall, 283 Lincoln Street.

Due to the nature of our Gala, Lunenburg Doc Fest seeks an exemption to the noise by-law for Thursday, September 22 from 11pm to 12am.

The Gala will end at 11pm but we would like an exemption until 12am as we will be taking down the equipment used for the event, and staff will be leaving the Church Hall past 11pm.

We will be as respectful to the noise by-law as we can during this time.

Sincerely,

The Lunenburg Doc Fest Team

**THIS LEASE** made as of the 1<sup>st</sup> of January, 2022

BETWEEN:

**TOWN OF LUNENBURG**

(herein referred to as the "Landlord" or "Town")

AND

**ROSSINI OPERA FESTIVAL NOVA SCOTIA,**  
a Society registered as ID No. 3262204 under  
"The Societies Act of Nova Scotia", operating under the  
Business Name LUNENBURG ACADEMY OF MUSIC  
PERFORMANCE

(herein referred to as the "Tenant" or "LAMP")

**LUNENBURG ACADEMY LAMP LEASE - 3<sup>rd</sup> FLOOR**  
97 Kaulback Street  
Lunenburg, Nova Scotia  
BOJ 2C0

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WHEREAS the Landlord is the owner of the building known as the Lunenburg Academy in Lunenburg and the Tenant wishes to rent a portion of that building.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree and covenant as follows:

## **Article 1 – Definitions**

### **1.1 Definitions**

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- a) "Alterations" has the meaning set out in Section 10.2;
- b) "Assembly Hall" means the room located on the third floor of the Building and identified at the Building as the Assembly Hall (and also referred to as the Auditorium);
- c) "Building" means the Lunenburg Academy Building, located at 97 Kaulback Street, Lunenburg Nova Scotia and described in Schedule "A" attached hereto, together with the improvements, fixtures and equipment (whether chattels or fixtures) in such Building (but not including tenants' fixtures, improvements or chattels);
- d) "Common Areas and Facilities" means all that part of the Building, including improvements, parts of buildings, fixtures and equipment (whether chattels or fixtures), which at any time is not included in premises leased to tenants or intended to be leased to tenants, as well as the south facing staircase, elevators, washrooms, loading areas, parking areas, driveways, landscaped areas, alarms, security, fire prevention and telecommunication services, janitor closets, and electrical closets;
- e) "Gross Rent" means all sums of money or charges required to be paid under this Lease in relation to the occupation, use and operation of the Premises (except for any Renovation Cost) including, without limitation, payment of realty taxes, capital taxes, business taxes and charges for water, electricity, heating and other utilities and other charges, whether or not the same are designated as "Gross Rent" provided, however, that H.S.T. shall be charged in addition to the Gross Rent payable pursuant to Article 4.1 and not be inclusive in the total sum of the Gross Rent payable under the aforementioned Article, unless the Tenant can demonstrate to the satisfaction of the Landlord that this is an HST exempt transaction. Gross Rent does not cover telephone, internet and related charges, which are the responsibility of the Tenant;
- f) "Lease" means this lease and all the terms, covenants and conditions set out herein (including all schedules), as amended from time to time in accordance with the terms hereof;
- g) "Premises" or "premises" mean:
 

The premises shown outlined or located in Schedule "B" attached hereto identified as the 3rd floor of the Lunenburg Academy building located at 97 Kaulback Street in the Town of Lunenburg including, without limiting the foregoing, the hallways, foyers and washrooms on the 3rd floor (and also including Room 303 and adjacent cloakroom), but not the stairwells or stairs leading to the 3<sup>rd</sup> Floor.
- h) "Rules and Regulations" means the rules and regulations as described in Section 9.2;
- i) "Term" has the meaning set out in Section 2.2
- j) "Transfer" has the meaning set out in Section 12.1;
- k) "Transferee" means any person or entity to whom a Transfer is or is to be made;
  - (1) "Utilities and Services" (or "Utility and Service", as the case may be) includes, but is not limited to, the supply of water, hot water, heating, electricity, light bulbs,

tubes and ballasts, sewage disposal service, and specifically excluding air-conditioning and excluding any other utility or service not operating in the Premises at the time of the commencement of the Lease and specifically excluding the following: climate control, chilled water, any janitorial and cleaning services and supplies, exterior and interior window cleaning and telephone, internet or any other telecommunication services.

## **Article 2 Lease and Term**

### **2.1 Lease**

In consideration of the rents, covenants and agreements hereinafter reserved and contained to be paid, observed and performed by the Tenant, the Landlord demises and leases to the Tenant the Premises to have and to hold the same for and during the Term. The Tenant accepts the Lease of the same. In addition, the Tenant shall have in addition to the rights set out in Article 8, the non-exclusive right to use only such part of the Common Areas and Facilities on the 1st and 2nd floor of the Building which provide access by the most direct route to the 3rd Floor from the South Entrance, and the non-exclusive use of the elevator and the South door and stairway by the elevator, and in the case of an emergency to such of the Common Areas and Facilities as may be necessary for the purpose of exiting the building.

### **2.2 Term**

The term of this Lease (the "Term") shall be (unless terminated earlier pursuant to the provisions hereof) the period of 63 months commencing as of the 1st day of January, 2022 and from thenceforth next ensuing and to be fully completed and ended on the 31st day of March, 2027.

### **2.3 Renewal**

There is no option to renew contained in this Lease.

### **2.4 No Right to Early Termination**

Neither party shall have the option, upon notice, for early termination of the lease; Provided that this clause shall not restrict a party's right to terminate pursuant to the expressed terms of this lease including, without limiting the foregoing, the right to terminate if there is a breach of the terms of the lease by the other party which would entitle a party to early termination pursuant to the terms of this lease.

## **Article 3 - Payment of Rent**

### **3.1 Rent**

The Rent shall be payable, unless otherwise provided herein, in equal monthly instalments in advance on the first day of each and every month during the Term except the months of January and February. If the Tenant fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of 18% per annum (calculated monthly at the rate of 1.5%) and such interest shall be calculated from the time the Rent becomes due until paid by the Tenant.

### **3.2 Payment of Rent**

- (1) Unless otherwise specifically provided herein, all payments of Rent shall be payable without any prior demand therefor at such place and directed to such person as the Landlord may designate from time to time. Until further notice, all

Rent shall be paid to the Landlord at 119 Cumberland Street, Lunenburg, Nova Scotia, B0J 2C0.

- (2) The Landlord may, at any time and from time to time, and at its sole option, require the Tenant to provide to the Landlord either:
- a) a series of monthly postdated cheques, each cheque in the amount of the monthly instalment of Rent; or
  - b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts.

### **3.3 Security Deposit**

The Landlord has custody of a \$4,250.00 security deposit from the tenant as of the execution of this Lease. The amount of this security deposit shall be held by the Landlord without interest as security for the due performance by the Tenant of its obligations under this Lease and may be applied in the Landlord's discretion to remedy any default by the Tenant hereunder (including rent in arrears) and may also be applied to any other amounts due by the Tenant. If the Landlord draws money from the deposit for the purpose of remedying any default of the Tenant the Tenant shall at the request of the Landlord pay forthwith to the Landlord the amount of money required to replace the money so drawn by the Landlord. Without restricting the foregoing and in addition to other remedies for default provided herein, the security deposit shall, at the sole option of the Landlord, be non-refundable and treated as pre-calculated liquidated damages which are a portion of the Landlord's total damages if after the execution of the lease the Tenant fails to go into possession or prematurely terminates the lease.

### **3.4 Consideration for Lease**

As partial consideration for the Lease (which has resulted in a reduced subsidized rental), the Tenant will:

1. provide an EXTENSIVE community outreach program involving Teachers, staff and students, including, without limiting the foregoing, the community outreach initiatives and program referred to in the LAMP presentation to Town Council dated April 16, 2014 attached hereto,  
AND
2. in all cases where sponsors of the Tenant are recognized (whether in advertising, signage, inclusion in special events or otherwise), the Landlord shall be (and shall be treated as, and enjoy the status of) a sponsor of the Tenant.  
AND
3. without restricting the generality of the foregoing, the Tenant will provide such further benefits to the Landlord as are outlined in the Sponsorship Agreement dated April 25, 2017 between the parties which is attached hereto (as if the Sponsorship Agreement had been executed contemporaneously herewith and applied to the term of this lease).

## **Article 4 – Gross Rent**

### **4.1 Gross Rent**

The Tenant covenants and agrees to pay to the Landlord as rent in lawful money of Canada the Gross Rent (the "Gross Rent") in the amount of:

- a) \$78,110.37 plus HST for the first 15 months of the lease (January 1, 2022 – March 31, 2023) payable at the rate of \$7110.94 plus HST per month in advance on the 1<sup>st</sup> day of each month during that period (except the months of January and February, when no payments are required);

- b) \$64,987.83 plus HST for the next 12 month period (April 1, 2023 – March 31, 2024) payable at the rate of \$6498.78 plus HST per month in advance on the 1<sup>st</sup> day of each month during that period (except the months of January and February, when no payments are required);
- c) \$64,987.83 plus the percentage increase for Nova Scotia in the Consumer Price Index for the year 2023 (capped at 5%) plus HST for the next 12 month period (April 1, 2024 – March 31, 2025) payable in 10 equal monthly installments in advance on the 1<sup>st</sup> day of each month during that period (except the months of January and February, when no payments are required);
- d) \$64,987.83 plus the percentage increase for Nova Scotia in the Consumer Price Index for the year 2023 (capped at 5%) plus HST for the next 12 month period (April 1, 2025 – March 23, 2026) payable in 10 equal monthly installments in advance on the 1<sup>st</sup> day of each month during that period (except the months of January and February, when no payments are required);

and

- e) \$64,987.83 plus the percentage increase for Nova Scotia in the Consumer Price Index for the year 2023 (capped at 5%) plus HST for the next 12 month period (April 1, 2026 – March 23, 2027) payable in 10 equal monthly installments in advance on the 1<sup>st</sup> day of each month during that period (except the months of January and February, when no payments are required).

#### **4.2 Damage to Premises**

If the Premises shall, at any time, be wholly or partially destroyed or damaged, as a result of calamity, force majeure, environmental risk or any other cause (including, without limiting the foregoing, fire or water) (but not including damage referred to in clause 10.6) for more than 30 consecutive days, the following provisions shall apply:

- a) if the Landlord determines that the Premises are not rendered unfit for the Tenant's use by such damage, then Rent shall not abate and the Landlord shall promptly repair the Premises;
- b) if the Landlord determines that the Premises other than the Assembly Hall and access thereto are rendered unfit for the Tenant's use to an extent of less than fifty percent (50%), then the Gross Rent shall abate from the date of the damage in the proportion that the area rendered unfit bears to the area of the Premises;
- c) if the Landlord determines that the Premises other than the Assembly Hall and access thereto are rendered unfit for the Tenant's use to an extent of fifty percent (50%) or more, (whether by damage to the actual premises or other parts of the Building rendering the Premises unfit for use), then the full amount of Gross Rent shall wholly abate at the rate of \$94.00 per diem from the 31st consecutive day following the damage and the Tenant shall cease to carry on business on the Premises. The Landlord may, at its option (without prejudice to its right of termination hereinafter expressed) permit the Tenant to carry on business in any portion of the Premises which is fit for use on such terms as to payment of Rent and otherwise as the Landlord may specify. In the event the Premises other than the Assembly Hall are rendered unfit for use to an extent of fifty percent (50%) or more, the Landlord may elect to terminate this Lease by written notice to the Tenant given within sixty (60) days from the date of the damage, and in that event, the Lease shall terminate effective from the date of the damage;

- d) if the Landlord determines that the Assembly Hall and/or access thereto is rendered unfit for the Tenant's use (whether by damage to the actual Premises or other parts of the Building rendering the Premises unfit for use), then the full amount of Gross Rent shall wholly abate at the rate of \$94.00 per diem from the 31st consecutive day following the damage and the Tenant shall cease to carry on business on the Premises. The Landlord may, at its option (without prejudice to its right of termination hereinafter expressed) permit the Tenant to carry on business in any portion of the Premises which is fit for use on such terms as to payment of Rent and otherwise as the Landlord may specify. In the event that the Landlord determines that the Assembly Hall and/or access thereto are rendered unfit for use, the Landlord may elect to terminate this Lease by written notice to the Tenant given within sixty (60) days from the date of the damage, and in that event, the Lease shall terminate effective from the date of the damage;
- e) whenever Section 4.2(b), (c) or (d) applies, and the Landlord has not elected to terminate this Lease, the Landlord shall commence diligently to reconstruct, rebuild or repair the Premises. In performing any reconstruction or repair, the Landlord may effect changes in the Building, Premises, equipment or systems of the Premises or minor changes in the location or area of the Premises.
- f) whenever Section 4.2(b), (c) or (d) applies, and the Landlord has not elected to terminate this Lease, the Landlord shall give the Tenant written notice when the Landlord's reconstruction, rebuilding or repair of the Premises have been completed to the extent that the Tenant can have access thereto or that no Landlord's reconstruction, rebuilding or repair is required. Gross Rent shall recommence on the date of delivery of such notice.

Any obligation upon the Landlord to repair hereunder shall not include the obligation to repair or rebuild any chattel, fixture, leasehold improvement, installation, addition or partition which the Tenant is required to maintain insurance for hereunder or any other property of the Tenant.

#### **4.3 Decision of Architect or Engineer**

Any decisions regarding the extent to which the Premises or any portion of the Premises has become unfit for use shall be made by an architect or professional engineer appointed by the Landlord, whose decision shall be final and binding on the parties. The Landlord, at its discretion, may appoint the Town Engineer of the Landlord, for this purpose.

### **Article 5 - Utilities and Services**

#### **5.1 Charges for Utilities and Services**

1. The Landlord covenants and agrees to supply Utilities and Services [as defined in 1.1(l)] to the Premises and shall be responsible for maintaining, operating, repairing and replacing the system or systems necessary for supplying the Utilities and Services for the Premises.

#### **5.2 Overloading of Utilities and Services**

1. The Tenant shall immediately advise the Landlord of any installations, appliances or machines used by the Tenant that are not equipment or resources that are typically found in music studios in Nova Scotia and the Landlord shall supply such excess Utilities and Services if the Landlord determines, in its sole and absolute discretion, that the provision of such excess Utilities and Services:
  - a) is within the capacity of the Building systems;
  - b) would not affect the operation, aesthetics or structure of the Building;

- c) would not reduce the efficiency of the existing services supplied to other tenants or parts of the Building; and
  - d) is otherwise feasible.
2. The Tenant shall pay in advance to the Landlord all costs, both non-recurring and recurring, of providing all such excess Utilities and Services. Such cost shall be determined by the Landlord in a reasonable manner, which may, but not necessarily, include installation (if none already exist), at the Landlord's expense, of separate meters or other measuring devices in the Premises or elsewhere.

### **5.3 Interruption of Utilities and Services**

1. In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents, students, guests, patrons or invitees, or to the Premises, or to any property of the Tenant or anyone else, or for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of whatsoever kind caused by or arising from any interruption or failure in the supply of any Utilities or Services to the Premises.
2. Notwithstanding the foregoing, in the event that the Tenant, through no fault or negligence of its own, or those for whom it is responsible, is unable to carry-on business for fifteen consecutive business days as a result of the interruption or failure in the supply of any Utilities or Services to the Premises, which the Landlord is obliged to provide, then rent shall abate at the rate of \$94.00 per diem until such time as the provision of Utilities or Services resumes.

### **5.4 Interior Heating**

The Landlord shall maintain the Premises at a reasonable temperature for normal occupancy of a building of similar style and age during business hours of the Tenant as determined by the Landlord (which hours shall be, until changed by the Landlord by notice in writing to the Tenant, 8:30 a.m. to 10:00 p.m. seven days a week, except holidays or vacation days. The Landlord shall provide a comfort control in each classroom which will enable the Tenant to adjust the level of heat within such reasonable limits as are established at the sole and absolute discretion of the Landlord. The Landlord shall not be liable for any inadequacy in performance of the interior heating system that falls materially outside of the reasonable temperature for normal occupancy of a building of similar style and age. Landlord may, and at the written request of the Tenant shall, make any changes which are reasonably necessary and feasible to improve or alter the system so as to compensate for any use of the Premises by the Tenant not in accordance with the foregoing standards, all at the Tenant's cost and expense.

### **5.5 No Portable Heaters**

The Tenant shall in no instance use portable heaters.

### **5.6 Air Conditioning**

The Tenant shall in no instance use air conditioners at the premises.

## **Article 6 - Quiet Enjoyment**

### **6.1 Quiet Enjoyment**

The Landlord covenants with the Tenant that if the Tenant pays the Rent and performs its covenants and obligations herein contained, the Tenant shall and may peaceably possess and enjoy the Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under it, save as herein provided.

Provided that notwithstanding the foregoing, there will be interior and exterior renovations conducted by the Town of Lunenburg (and/or a third party on its behalf) during the term of the Lease (including, without limiting the generality of the foregoing, renovation of the 1st and/or 2nd Floor as well as additional work on all floors of the building) and/or exterior work and it is acknowledged and agreed that any disruptions or interference of the Tenant's use of the premises and common areas during this term due to the renovations shall not justify termination of the Lease or any reduction in rent or any damages of any nature.

## **Article 7 - Common Areas and Facilities**

### **7.1 Use of Common Areas and Facilities**

1. Subject to and in accordance with this Lease and the Rules and Regulations,
  - a. Those areas on the 3rd Floor which would otherwise be Common Areas and Facilities [but specifically excluding the stairwells and stairs leading to the 3<sup>rd</sup> Floor] shall form part of the leased premises (subject to the rights of the Landlord as provided in this Lease); and
  - b. and the Tenant shall have a non-exclusive right to the use of the other Common Areas and Facilities only as permitted by Clause 2.1 hereof.

The Tenant shall have three free reserved parking spaces at the Academy in such location as shall be determined by the Landlord from time to time. The use of all other parking spaces shall be shared with the Landlord and other occupants and users of the Building and shall be at the discretion of the Landlord.

The Tenant shall only be entitled to use the South door and stairway as access to the premises and also the adjacent elevator as access to the premises. The usage of this door, stairway and elevator is in common with the Landlord and all other tenants and users of the building and any other person using the building authorized by the Landlord. The Landlord will determine whether there will be a keyless entry installed at the South door and the elevator. The doors are to be kept locked at all times (except when classes are in session, or during concerts or when tickets for concerts are being sold on the Premises), and the Tenant shall ensure to the best of its ability that the building is secure at all times.

2. The regulation and management of the Common Areas and Facilities on the 1st and second Floors (including the Washrooms) shall be under the exclusive control of the Landlord, provided that the cleaning of what would otherwise be Common Areas and Facilities (including washrooms) on the 3rd Floor shall be the responsibility of the Tenant. For greater certainty, the Tenant shall keep the entire 3rd Floor in a neat, tidy and clean condition at its sole expense.

### **7.2 Tenant not to Interfere**

The Tenant shall not, without the written permission of the Landlord, at its sole discretion, keep or display any merchandise, sign or other thing on or about, or solicit or conduct business on, or obstruct any of the Common Areas and Facilities; Provided that, notwithstanding the foregoing, the Tenant may sell tickets in what would otherwise be Common Areas on the 3rd Floor.

### **7.3 Interruption and Alteration of Common Areas and Facilities**

The Landlord may, from time to time, effect changes, alterations, enclosures, expansions, reductions, replacements or repairs to all or any part of the Common Areas and Facilities (including the Washrooms) and the Building. In so doing, the Landlord shall not disturb the

operation of the Tenant's business any more than is reasonably necessary in the circumstances, but shall not be liable for any damages whether direct, indirect or consequential to any person or property in respect of any temporary interference with or denial of access during the performance of such work, or in any other way in respect of the performance of such work, or for failure to perform such work, or for any interference with the business of the Tenant, while any portion of the Common Areas and Facilities (including the Washrooms) is in need of repair, inoperable or otherwise not in its normal operating condition, and also during the intended renovations on all floors of the building, or while any portion of the building is undergoing the foregoing renovations. In no event shall there be a reduction of rent notwithstanding any disturbance to the operation of the Tenant's business or operations.

## **Article 8 - Use of Premises**

### **8.1 Use of Premises**

8.1A The Tenant shall use the Premises for the operation of a centre for higher musical preparation entitled The Lunenburg Academy of Music Performance (LAMP). This program is intended as a type of "master's level of specialization and performance". It shall be a centre where young professional musicians can prepare auditions, prepare for competitions, expand repertoire, interact with other musicians and transform themselves into talented technicians, to mature balanced performing artists. Only uses directly connected with this stated purpose and similar thereto are allowable uses at the premises. The classes will be held 7 days a week for up to 12 hours a day. Students may also wish to practice in the after-hours.

8.1B Subject to the Landlord's prior approval in each case (which approval is not to be unreasonably withheld):  
The Tenant may rent the Assembly Hall for short term uses such as, but not limited to, concerts, speeches, and weddings, subject to the terms of a License Agreement (which general form of agreement must be approved in advance by the Landlord), and provided that there is no significant increase in electricity utilization, and provided (in consideration of \$10.00 paid by the Town to the Tenant receipt of which is hereby acknowledged, and other good and valuable consideration), that the Tenant hereby indemnifies the Landlord from all losses, costs (including the Landlord's solicitor-client costs and party and party costs), damages, claims, demands and actions resulting from loss of or damage to property and injury or loss of life which is in any way related to the rental (license) of any part of the Premises. The Tenant shall be responsible for all persons using the premises during any rental (license). [For greater certainty, the 3rd floor foyer and any classroom may ONLY be rented in conjunction with the Assembly Hall, and not separately (except as provided in 8.1E).] The Tenant shall ensure that:

- a) the Renter/Licensee enters into a rental agreement satisfactory in form to the Landlord and that
- b) the Renter/Licensee obtains general liability and other insurance (with the Tenant and Landlord as additional insureds) in such amounts and subject to such terms as are acceptable to the Landlord and provides a Certificate of Insurance to the Town in advance of the rental.

8.1C And provided that the Premises shall not be used for any residential purposes, whether temporary or otherwise. Without restricting the generality of the foregoing, no persons shall be allowed to sleep at the Premises.

- 8.1D Except as provided in 8.1E there shall be no rental of the classrooms or any other part of the premises except in conjunction with a rental of the Assembly Hall.
- 8.1E The Tenant may rent class rooms for short term usage not exceeding four days such as, but not limited to, meetings and corporate retreats for a maximum of six occasions during the term of the Lease. This authorization will be reviewed when addressing any subsequent lease between the parties. These short term rentals shall be subject to the terms of a License Agreement (which general form of agreement must be approved in advance by the Landlord) and provided that there is no significant increase in the electricity utilization and provided that the Tenant hereby indemnifies the Landlord from all losses, costs (including the Landlord's solicited client costs, and party and party costs), damages, claims, demands and actions resulting from loss of or damage to property and injury or loss of life which is in any way related to the rental (license). The Tenant shall be responsible for all persons using the premises during any rental (license). The Tenants shall ensure that:
- (a) the renter/licensee enters into a rental agreement satisfactory in form to the Landlord and that
  - (b) the renter/licensee obtains general liability and other insurance with the Tenant and Landlord as additional insureds in such amount and subject to such terms as are acceptable to the Landlord, and provides a Certificate of Insurance to the Town in advance of the rental.

The Tenant shall be responsible for having staff present during such rental. The Tenant shall give the facilities' superintendent one week's notice in advance of any such rental.

- 8.1F When classes are not in session and there is a representative of the Tenant present, the Tenant will consider walking tour requests to view the third floor, (provided that the walking tour operator is licensed by the Town and is also viewing another portion of the Lunenburg Academy building).

The Tenant is authorized to obtain a special event liquor licence for weddings and concerts but shall comply with (and ensure that any Renter/Licensee complies with) the terms of the License and all legislation and regulations applicable thereto.

## **Article 9 - Tenant's Behaviour**

### **9.1 Nuisance**

Neither the Tenant, nor any one for whom it is responsible, shall do nor suffer any waste, damage, disfiguration or injury to the Premises or the Common Areas and Facilities (including the Washrooms) or permit or suffer any overloading of the floors, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at, or on the Premises.

#### **9.1A Noise**

Without restricting the provisions of Article 9.1, if the sound being generated at the Premises is considered a nuisance to surrounding neighbours, the Tenant shall be required to eliminate the nuisance by whatever means are required, which may include, without restricting the generality of the foregoing, keeping windows closed, or installing insulated curtains.

## **9.2 Rules and Regulations**

The Rules and Regulations contained in Schedule "C" shall form a part of this Lease and the remedies available to the Landlord for enforcement thereof shall be the same as for enforcement of any other provision of this Lease. The Landlord may, from time to time, in its sole discretion, promulgate additional reasonable Rules and Regulations, which shall, as soon as the Tenant is given notice of them, have full force and effect as if originally embodied in this Lease. Any such additional Rules and Regulations may affect alterations to existing Rules and Regulations and may deal with the matters dealt with in the Rules and Regulations contained in Schedule "C" and any other matters of a similar or dissimilar nature as the Landlord deems advisable, but additional Rules and Regulations may not conflict with any specific provisions of this Lease. The Landlord shall be under no obligation to enforce the Rules and Regulations against the Tenant, or against any other tenant of the Building or any other person, and shall be under no liability for failure to enforce the Rules and Regulations.

## **9.3 Environmental Obligations**

1. Without limiting the generality of the obligations of the Landlord as set out elsewhere in this Lease, the Landlord and Tenant agree that the Tenant is subject to the obligations of the Tenant set out in this Section (the "Environmental Obligations").
2. The Tenant shall not cause or allow any hazardous or toxic waste or substances to be used, generated, stored or disposed of on, under or about, or transported to or from, the premises. The Tenant covenants and agrees that it shall, at its sole cost and expense, observe and otherwise comply with all environmental laws, including those of any federal, provincial and municipal government or other body relating to pollution or the protection of human health or the environment dealing with filings, registrations, emissions, discharges, releases or threatened releases of hazardous substances or materials containing hazardous substances, and hazardous substances shall include, but not be restricted to, any substance capable of posing a risk or damage to health, safety, property or the environment, and any substance from material now or hereafter declared, defined, or deemed to be regulated or controlled under any environmental law. In the event that the Landlord determines that the Tenant is in breach of its obligations in this article, the Landlord may without limiting any other rights or remedies, provide the Tenant with notice of breach and the Tenant shall commence to rectify such breach at the Tenant's sole cost and expense, and shall complete such rectification as soon as reasonably possible. If the Tenant creates or brings to the premises any hazardous substance, it shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord, notwithstanding a degree of affixation to the premises; and notwithstanding the expiry of the lease, the Tenant agrees to indemnify and save harmless the Landlord, its successors and assigns from and against any and all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, costs and expenses (including without limitation reasonable costs of professional advisors, consultants and experts and costs of remediation and clean-up) arising in any manner whatsoever out of any breach by the Tenant of this article, or any non-compliance by the Tenant of any environmental laws. This obligation shall survive the expiration or earlier termination of this lease.

PROVIDED nevertheless that it is understood that the Tenant will be using certain substances which are ordinarily used in an office environment including without limiting the foregoing photocopy toner, art supplies and some cleaning products in common use in their work place - The Tenant will store, keep and use any such substances in strict compliance with all environmental laws and occupational health and safety laws and shall otherwise be bound by this Article 9.3 with respect to such substances.

### 3. ADDITIONAL CLAUSE REGARDING ENVIRONMENTAL MATTERS AND AIR QUALITY

In consideration of the sum of \$5.00 paid by the Landlord to the Tenant, receipt whereof is hereby conclusively acknowledged:

#### A. No Representation or Warranty

- i. The Landlord makes no warranty, representation or covenant with the Tenant that the Landlord is maintaining and at all times has maintained the building or property at 97 Kaulback Street, Lunenburg, N.S. (collectively referred to as the "Property") in accordance with and in compliance with all applicable requirements of federal, provincial, municipal, and local environmental, public health, and safety laws, occupational health and safety laws, regulations, orders, permits, licenses, approvals, ordinances, policies, guidelines, the Environment Act, S.N.S. 1994-95. c 1, as amended, standards and directives including without limitation all applicable requirements with respect to the ambient air quality of the Property or the quality of any materials or substances at the Property (hereinafter collectively referred to as the "Environmental Obligations"). Without limiting the foregoing, the Landlord makes no representations as to air quality within the premises. The Landlord makes no representations that there are no hazardous or dangerous substances in or about the premises and makes no representations as to air or material or substances quality in or about the premises. If an issue is raised by the Tenant with respect to air or materials or substances quality in or about the premises or hazardous or dangerous substances (not brought to the site by the Tenant) either of the parties may terminate the Lease upon 30 days written notice. This clause does not restrict the Landlord with respect to any remedies under Article 9.3 of this Lease.

#### B. Tenant's Investigations

- ii. The Tenant shall and does hereby acknowledge, represent and warrant to the Landlord, which representation, warranty and acknowledgement shall survive the closing that:
  - a. that Landlord has afforded the Tenant the opportunity to conduct whatever inspections and investigations it deems advisable with respect to the Property, including without limitation, physical inspections, environmental inspections, air quality tests, soil and subsurface tests; investigations regarding any substances in or about the Property; and other investigations that it deems necessary.
  - b. The Tenant has, to its complete satisfaction, conducted all investigations, inspections, searches and test with respect to the Property that it has deemed necessary in its interest and has determined to lease the Property solely on the basis of such investigations, inspections, searches and tests; and
  - c. the Landlord has not made, does not make, and shall not be required to make or provide any warranty, representation or covenants and has and shall have no obligation, explicit or implied, to inform or advise the Tenant, with respect to any matters relating to the Property, including, without limitation the

fitness or suitability of the Lands for the uses intended by the Tenant or potential or existing environmental liabilities in relation to the Property, latent or otherwise (whether known or not), or with respect to the quality or condition of the Property, and the Landlord shall have no liability or obligation with respect to the value, state or condition of the Property, any deficiencies therein or repairs, replacements or other work required with respect thereto (environmental, structural or otherwise).

C. Indemnity

- iii. The Tenant hereby releases and agrees to indemnify, defend and hold harmless the Landlord, its agents, officers, directors, Mayor, Councillors, contractors, employees, successors and assigns, to the fullest extent permitted by law, from and against any and all claims, causes of action, or demands, in law or in equity, including but not limited to, all lien claims, administrative claims, claims for injunctive relief, claims of property damage, natural resources damages, nuisance claims, bodily injury claims, emotional distress claims, punitive damages, environmental response and cleanup costs, fines, penalties and expenses (including without limitation, counsel fees, consultant fees and expert fees, costs and expenses incurred in investigating and defending against the assertion of such liabilities), which may be sustained, suffered or incurred by the Landlord, its agents, officers, directors, Mayor, Councillors, contractors, employees, successors and assigns and that arise out of or relate in any way to the Property, (and by whomsoever made, including without limiting the foregoing, by employees, licensees, or invitees of the Tenant) including, without limitation:
  - a. any breach of Environmental Obligations;
  - b. the release of any hazardous substances or contaminants or the presence of any hazardous substances or contaminants affecting the Property, including any loss of value of the Property to the Tenant (or affecting the health of any employee, licensee, or invitee or any other person) as a result of any of the foregoing;
  - c. any costs or removal or remedial action incurred by any authority having jurisdiction;
  - d. any matter relating to the air quality of the Property; or
  - e. any other environmental matter affecting the leased premises or the Property or the Tenant (or affecting the health of any employee, or licensee or invitee or any other person) within the jurisdiction of any lawful authority whether federal, provincial, municipal or otherwise.
- iv. The foregoing indemnity shall survive the termination of the Lease.

D. Allocation of Liability

- v. Except as otherwise provided herein, the Tenant shall be solely liable and shall indemnify, defend and hold harmless the Landlord from all obligations, claims and liabilities, whether asserted or unasserted, known or unknown, which in any manner result from or apply or relate to the Premises and all present and past uses thereof and operations and activities thereon of any person or entity, including the Landlord.

- vi. In particular, but not by way of limitation, the Tenant shall be solely liable and assume full responsibility for all obligations relative to environmental sampling, monitoring, reclamation, remedial activities, stabilization and maintenance of the Premises as now or hereafter required by all federal, provincial or local regulatory agencies or authorities, and shall comply with all terms, conditions and requirements of any and all governmental permits, licenses, consents, approvals and authorizations transferred to the Tenant from Landlord or hereafter granted to the Tenant with regard to the Premises.

#### **9.4 Recycling**

1. The Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, by-laws, orders, and regulations of all provincial, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. Tenant shall sort and separate such waste products, garbage, refuse, and trash into such categories as provided by law. Each separately sorted category of waste products, garbage, refuse, and trash shall be placed in separate receptacles reasonably approved by the Landlord at such location at or near the Building as may be designated by the Landlord. Such separate receptacles may, at the Landlord's option, be removed from the Premises in accordance with a collection schedule prescribed by law.

#### **9.5 Signs and Exterior Installations and Advertising**

1. The Tenant shall be entitled to one (1) identification sign at or near the entrance to the Building, subject to the prior written approval of the Landlord as to design, size, content and location, and to be installed at the Tenant's expense and in accordance with any uniform pattern of signs which may be adopted by the Landlord. The Landlord reserves the right to attend to such installation and bill the Tenant therefor. The Tenant shall, in respect of such sign, comply with all by-law requirements of the Town of Lunenburg.
2. The Tenant shall not, without the prior written consent of the Landlord, erect, install or maintain any sign, lettering, placard or any other advertising material of whatsoever nature or size, painted on, posted on or otherwise affixed to the exterior of the Building or the exterior of the Premises, or within the Common Areas and Facilities, or affixed to either side of any glass on the windows or doors of the Premises.
3. The Tenant shall not refer to or give credit to any other persons, corporations or bodies on any exterior signage, including, without limiting the generality of the foregoing, the names of patrons or sponsors.
4. As the Town is subsidizing the rent of the Tenant, the Town shall get sponsorship credit in all cases where sponsors of the Tenant are recognized, including, without limiting the foregoing, credit on or in any materials advertising performances or illustrating sponsors of the Tenant or on any signage.

#### **9.6 Tenant Responsibility**

Notwithstanding any requirement for insurance in this Lease:

The Tenant shall be legally responsible for the actions and omissions of all persons using the Premises and the Building and the Property at 97 Kaulback Street through or under the Tenant [including, without limiting the foregoing, employees, students, teachers, guests, invitees, renters/licensees, and all persons using the Premises through or under any renter/licensee] with the intent that an act or omission of any of them shall be, by virtue of this clause, treated as if it were the act or omission of the Tenant. Without restricting the generality of the foregoing, and

as an example, an act or omission by a renter, which would constitute a breach of any of the terms, covenants, provisions or obligations of this Lease if the act or omission were that of the Tenant, shall be treated as if it were the act or omission of the Tenant and the Tenant shall be legally responsible therefor.

This clause shall be in addition to, and not in substitution for, any remedies the Landlord may have against the other persons referred to herein.

## **Article 10 - Maintenance, Repairs, Alterations**

### **10.1 Tenant's Maintenance and Repair**

1. The Tenant shall, at all times, at its own expense keep the Premises (including, without limitation, the plate glass in the windows and doors) and its contents, in a good and reasonable state of repair consistent with the general standards applicable to public buildings which are historically significant, [but shall not be responsible for any items that are within the Landlord's obligations pursuant to Article 10.2], in a neat and tidy condition, painted and decorated and shall be responsible for all cleaning of the Premises. The Tenant recognizes that the Premises are in a heritage building which is historically significant and that it will be sensitive thereto
2. The Landlord shall make all reasonably needed repairs and replacements to the Premises and the Building arising from structural defects or weaknesses and all exterior repairs to the Building, and shall perform all repairs and replacements with due diligence.

### **10.2 Alterations by Tenant**

The Tenant acknowledges that the Building is a historical property and therefore the Tenant may not install leasehold improvements, alter existing leasehold improvements nor, save and except for minor alterations which do not affect the structure, exterior walls, windows, roof or any of the Building systems or the aesthetics of the Premises, alter the Premises in any way (the "Alterations") without the express written approval of the Landlord, which shall be at the Landlord's sole and absolute discretion and may be arbitrarily withheld.

All work done by the Tenant requires compliance with all Federal, Provincial and Municipal legislation, regulations and by-laws (and without limiting the foregoing, the Tenant shall obtain a Development Permit, Building Permit, and any other Permits, when required).

The Tenant may remove the Wings in the Assembly Hall, but in advance of removal thereof the Tenant shall provide complete measurements and a photographic record of the Wings to the Town.

The Tenant will not make or erect in or to the Premises any other installations, alterations, additions or partitions without first submitting drawings and specifications to the Landlord and obtaining the Landlord's prior written consent, which shall be at the Landlord's sole and absolute discretion and may be arbitrarily withheld. The Tenant must further obtain the Landlord's prior written consent to any change or changes in such drawings and specifications. The Tenant will pay to the Landlord the Landlord's reasonable out-of-pocket costs of having its architects approve such drawings and specifications and any changes. Such work shall be performed by qualified contractors engaged by the Tenant (and approved by the Landlord), but in each case only under a written contract approved in writing by the Landlord and subject to all reasonable conditions which the Landlord may impose, provided nevertheless that the Landlord may, at its option, require that the Landlord's contractors be engaged for any structural,

mechanical or electrical work. The Tenant shall submit to the Landlord's reasonable supervision over construction and promptly pay to the Landlord's or the Tenant's contractors, as the case may be, when due, the cost of all such work and of all materials, labour and services involved therein and of all decoration and all changes to the Premises, its equipment or services, necessitated thereby.

It is agreed that the Landlord has no obligation to make any interior renovations.

### **Construction Liens**

If any construction or other lien, or builder's lien, or order for the payment of money shall be filed against the Premises or the Building or the property at 97 Kaulback Street by reason of or arising out of any labour or material furnished to the Tenant or to anyone claiming through the Tenant, the Tenant, within five (5) days after receipt of notice of the filing thereof, shall cause the same to be discharged by bonding, deposit, payment, court order or otherwise. The Tenant shall defend all suits to enforce such liens or orders against the Tenant at the Tenant's sole expense. The Tenant indemnifies the Landlord against any expense or damage incurred as a result of such liens or orders.

### **10.3 Entry**

The Landlord and persons authorized by it may enter the Premises at all reasonable times to examine the condition thereof. The Landlord and persons authorized by it may enter the Premises at all reasonable times, and at any time in case of emergency, for the purpose of effecting changes, repairs or alterations to any of the fixtures, equipment or systems contained in the Premises or adjacent thereto, or for the purpose of access to other parts of the Building, and may install fixtures, equipment and systems in the Premises for service to the Premises or other parts of the Building. [In addition, the Landlord and its employees, workmen and independent contractors, shall have access at all times without notice throughout the Premises to the attic and the roof. (Without restricting the generality of this right, this shall include but not be restricted to access for repairs, maintenance, servicing and/or operation of the paging, power system and 2-way radio equipment.)] And further provided that, without restricting the generality of the foregoing, the Landlord and persons authorized by it may enter the premises and all parts of the building at all reasonable times and at every time to conduct the renovations on all floors of the building. In so doing, the Landlord shall interfere as little as possible with the Premises and the business of the Tenant, but shall not be liable to the Tenant with respect to any interference, and under no circumstances shall there be any abatement of rent.

Without restricting the foregoing, the Landlord and persons authorized by it are authorized to do major renovations on the Academy building and/or the Premises, during the term of the lease and the Landlord shall not be liable to the Tenant or any third party for any interruptions to or disruption of the use of the Premises by the Tenant or third party, but the Landlord will consider scheduling the work to avoid class times, and will consider a reduction in rent for any period of over 1 week during which the Tenant's use of the Premises is significantly disrupted. The parties recognize that the months of January, February, July and August would cause the least disruption to the Tenant.

AND FURTHER PROVIDED THAT if the Tenant and Landlord have not agreed to a new Lease prior to the first day of January, 2027, the Landlord shall be entitled at any time without prior notice to enter on the premises during normal business hours for the purpose of exhibiting same to prospective Tenants.

#### **10.4 Landlord's Repairs**

Subject to Articles 4.2 and 10.6: The Landlord shall make repairs to the structural elements of the Building, consisting of the foundations, exterior walls, structural floor, columns and bearing walls supporting or surrounding the Premises. The Landlord shall also service and repair the elevator. The Landlord shall effect any repairs for which it is responsible expeditiously in the circumstances, but shall not be liable for any damages, whether direct, indirect or consequential, to any person or property in respect of any non-repair or for failure to carry out repairs. There shall be no abatement of Rent pending completion of or during the performance of repairs unless the duration of the repairs makes it such that the Tenant is unable to occupy and carry on business in the Premises for thirty (30) consecutive Business Days, in which case rent shall abate at the rate of \$94.00 per diem until such time as the Tenant can resume business in the Premises, provided that, for greater certainty, there shall be no abatement of rent related to any work conducted by the Landlord or on its behalf during the renovations on all floors of the building.

#### **10.5 Notice of Damage**

The Tenant shall promptly notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building as soon as the Tenant becomes aware thereof, regardless of whether or not the Landlord has any obligation to repair such damage.

#### **10.6 Damage to Building**

Notwithstanding any other clause of this Lease, if the Building, (including the lands on which the Building is situated) or any part thereof becomes damaged through the negligence, carelessness or misuse of the Tenant, its employees or agents, or invitees, or Licensees, or any person on the property through the Tenant or any Licensee, or any other person for whom the Tenant is responsible, the Tenant shall be responsible for rectifying such damage, which rectification shall be performed by the Landlord at the cost and expense of the Tenant.

### **Article 11 - Insurance and Liability**

#### **11.1 Tenant's Insurance**

- A. General Liability Insurance - The Tenant will procure and maintain in full force throughout the term of the Lease or any renewal thereof, commercial general liability insurance with insurance companies acceptable to the Landlord protecting the Landlord and the Tenant against liability for bodily injury and death and for damage to and/or destruction of property by reason of any occurrence or accident in, or about the leased premises, with liability coverage in an amount not less than Five Million Dollars (\$5,000,000.00) (and such higher limits as the Landlord may reasonably require from time to time). Without restricting the generality of the foregoing, this insurance shall also apply to rentals/licenses of the Assembly Hall granted by the Tenant. The Landlord shall be added as an additional insured on the policy.
- B. Tenant's Legal Liability Insurance - The Tenant will procure and maintain through the term of this Lease or any renewal thereof, legal liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00).
- C. Subrogation - The Tenant shall have no claim against the Landlord or the Landlord's insurance for any damage the Tenant (or anyone claiming under it) may suffer, and the Tenant shall require the insurers under the insurance in subsections (A) and (B) above to waive any rights of subrogation by the respective insurers against the Landlord, its officers, councillors, mayor, agents and employees. All such policies shall also contain a severability of interest clause, a cross-liability clause, and shall be primary and shall not

call into contribution any other insurance available to the Landlord or any Mortgagee of the Landlord.

- D. Evidence of Insurance - The Tenant shall provide to the Landlord a Certificate of Insurance demonstrating that such insurance has been obtained and maintained, as herein provided and such insurances shall not be subject to cancellation except after at least thirty days prior written notice to the Landlord. All policies of the Tenant shall contain a term that the Landlord will be given 30 days' notice of intent to cancel. If the Tenant fails to comply with the requirements hereof to obtain or maintain insurance, the Landlord may, but is not required to, obtain such insurance and keep the same in effect and the Tenant shall pay to the Landlord the premium cost thereof as additional rent upon demand therefor. If the Landlord fails to obtain such insurance, the Tenant shall not have any claim or action against the Landlord for failing to obtain such insurance. Furthermore and notwithstanding the foregoing, if the Tenant fails to obtain such insurance after the expiration of ten days after notice of default by the Landlord in writing, then the Lease shall, at the option of the Landlord, forthwith be forfeited and determined.
- E. Premiums and Notification - The Landlord shall not be responsible for the payment of any premiums with respect to any such insurance and shall not be responsible for notifying the insurer of the Tenant of any occurrence of accident in or around the leased premises.

### **11.2 Compliance with Landlord's Insurance**

The Tenant agrees that it and its employees, agents and invitees shall not keep, use, sell or offer for sale in or on the Premises any article or substance which may be prohibited by the insurance policies of the Landlord covering the Building, or do or omit, or permit to be done or omitted, anything which will cause any increase in the insurance premiums or the cancellation of any insurance policy of the Landlord. In the event any increase in premiums is caused by any breach of the foregoing or by any other activity of the Tenant, its employees, agents, or invitees, the Tenant shall pay such increase to the Landlord forthwith on demand. If any insurance policy is cancelled or the coverage reduced or a threat of cancellation or reduction of coverage is made by reason of anything arising out of the use and occupation of the Premises, whether or not the first sentence of this Section has been complied with, and if the Tenant fails to forthwith remedy the condition giving rise to such cancellation, reduction or threat, on notice thereof by the Landlord, the Landlord may enter the Premises and remedy the condition at the sole cost and expense of the Tenant, and in addition or in the alternative, the Landlord may exercise any other remedies provided in this Lease or by law for default by the Tenant without further notice, any other provision in this Lease notwithstanding.

### **11.3 Indemnity**

The Tenant shall indemnify the Landlord and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property:

- a. arising out of any occurrence in or about the Premises or the Common Areas or Facilities;
- b. occasioned or caused wholly or in part by any act or omission of the Tenant (or Sub-tenant, licensee, invitee, student, teacher or guest) or anyone for whom it is in law responsible; or
- c. arising from any breach by the Tenant of any provision of this Lease.

Furthermore, and in addition to the foregoing:

Unless solely due to the direct fault of the Landlord, the Tenant shall indemnify and save harmless the Landlord against any and all claims, actions, causes of action, damages, demands for damages, losses and other liabilities and expenses (including, without limitation, those in connection with bodily injury [including death], personal injury, illness or discomfort or damage to property and legal fees on a solicitor and client basis) due to or arising from or out of any occurrence in, on or at the Premises (or in any way related thereto, or the occupancy or use or presence by the Tenant or any Renter/Licensee and any person permitted by the Renter/Licensee to be on the Premises or in the Building), or related to or in the Premises or any other part of the Building or on the Property at 97 Kaulback Street, or occasioned wholly or in part by any act or omission of the Tenant or its officers, employees, agents, contractors, invitees, licensees or by any person permitted by the Tenant to be on the Premises or in the Building (including, without limiting the generality of the foregoing, anything occasioned wholly or in part by any Renter/Licensee and any person permitted by the Renter/Licensee to be on the Premises or in the Building), or due to or arising out of any breach by the Tenant of this Lease.

And further without restricting the generality of the foregoing, the Tenant shall indemnify and save harmless the Landlord against all claims, actions, causes of actions, damages, demands for damages, losses and other liabilities and expenses [including, without limitation, those in connection with bodily injury (including death), personal injury, illness or discomfort or damage to property and legal fees on a solicitor and client basis] arising out of anything done or omitted by or anything done to or omitted to or suffered by or sustained by, any student, teacher, Renter/Licensee, Invitee, guest (as well as any person in the Building while at, or in, or going to or from the Premises or entering or leaving the Building or in the Common Areas and Facilities), or the property at 97 Kaulback Street and also anyone else for whom the Tenant is responsible.

And further, without restricting the generality of the foregoing: The Tenant will indemnify the Landlord and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property: (a) arising out of any occurrence in or about the Premises or Building or Property at 97 Kaulback Street; (b) occasioned or caused wholly or in part by any act or omission of the Tenant or anyone for whom it is in law responsible; or (c) arising from any breach by the Tenant of any covenant of this Lease.

#### **11.4 Landlord Not Liable**

Notwithstanding anything else contained in this Lease, in no event, whether or not the result of the wilful act or the negligence of the Landlord, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Landlord be liable for:

- a) damage to property of the Tenant or others located on the Premises or in the Building or on the Property;
- b) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Building or from the water, steam or drainage pipes or plumbing works of the Building or from any other place or quarter;
- c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
- d) any indirect or consequential damages suffered by the Tenant (or any other person).

### **11.5 Landlord's Insurance**

The Landlord shall, throughout the Term, maintain insurance on the Building, and the machinery, boilers, pressure vessels and equipment contained therein (other than insurance on any property which the Tenant is obliged to insure under the provisions of Section 11.1 and other than any insurance which other tenants are obliged to maintain under the provisions of their leases) against damage by fire, explosion, rupture and such other perils and in such amounts and with such insurers as the Landlord may, in its sole discretion, determine. The Landlord shall carry liability insurance for injury, death and property damage in such amounts as it deems prudent. The Tenant shall not be insured under the Landlord's policies, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.

### **11.6 Extended Meaning**

Any and all release and indemnity clauses included in this Lease are for the benefit of the Landlord, its officers, mayor, councillors, employees and agents of each one of them and, for the purposes of such clauses, the Landlord is acting as agent or trustee on behalf of and for the benefit of the persons mentioned above.

## **Article 12 - Transfers by Tenant**

### **12.1 Consent Required**

Save as specifically authorized in Article 8, the Tenant shall not assign, sublet, transfer, set over, rent, license, mortgage, charge or part with or share possession of all or any part of the Premises or of this Lease (any of the foregoing being a "Transfer") without the Landlord's written approval, at its sole and absolute discretion (and which may be arbitrarily refused).

## **Article 13 - Default**

### **13.1 Defaults and Remedies**

If any of the following shall occur:

- a) the Tenant fails to pay any Rent or other sums due hereunder when due, and if such Rent or other sums are not paid within five (5) days after notice is given by the Landlord of such non-payment;
- b) the Tenant breaches any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 13.1, after notice in writing from the Landlord:
  - i. the Tenant fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or
  - ii. if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenant fails to commence to remedy such breach within ten (10) days of such breach or thereafter fails to proceed diligently to remedy such breach;
- c) should the Tenant abandon the Premises, [or leave them vacant for more than seven (7) consecutive days or more without the written consent of the Landlord], or makes a bulk sale of its goods or sells the business conducted at the Premises, or moves, or commences, attempts or threatens to move any of its goods, chattels and equipment out of the Premises;
- d) a writ of execution issues against the Tenant, or if the Term or any of the goods, chattels or equipment of the Tenant are taken in execution or attachment or seized by any creditor of the Tenant, whether secured or otherwise; or

- e) the Tenant becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, or becomes involved in voluntary or involuntary winding up proceedings, or if a receiver is appointed by the court or by any creditor for the business, property, affairs or revenues of the Tenant,

then, and in every such case, the Landlord may, in addition to any other rights or remedies it may have under other provisions of this Lease or by law, at its option, exercise all or any one or more of the following remedies:

- f) the Landlord may perform any obligation which the Tenant should have performed or cause the same to be performed, and for such purpose may enter on the Premises and do such things thereon as the Landlord considers requisite without effecting a termination of this Lease;
- g) the Landlord may enter the Premises and distrain on the goods and chattels of the Tenant, or may remove and sell the goods, chattels and equipment of the Tenant without any notice or form of legal process, any rule of law to the contrary notwithstanding, and the Landlord may seize and sell the goods and chattels and the equipment, whether they are within the Premises or at any place to which the Tenant or any other person may have removed them in the same manner as if they had remained and been distrained on in the Premises, and the Landlord may follow the goods and chattels for the maximum period permitted by law, and any sale by the Landlord may, in its sole discretion, be effected by public auction or private contract and either in bulk or by individual items, or partly by one means and partly by the other, (but for clarification, nothing in this clause shall authorize the Landlord to distrain on, seize or sell musical instruments which are not owned by the Tenant);
- h) the Landlord may remove the goods, chattels, equipment and fixtures of the Tenant from the Premises and store them in a public warehouse or elsewhere at the cost of and for the account of the Tenant;
- i) in order to relet, the Landlord may take possession of the Premises as agent of the Tenant and effect such alterations and repairs as it deems necessary or advisable for the purpose of such reletting, and it may relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and on such other terms and conditions as the Landlord, in its sole discretion, may deem advisable. Upon such reletting, all rentals received by the Landlord from such reletting shall be applied: first to the payment of the Landlord's costs and expenses of such reletting and costs of such alterations and repairs; second to the payment of any indebtedness other than Rent due from the Tenant to the Landlord; third to the payment of arrears of Rent; fourth to the payment of Rent as it falls due; and the residue, if any, shall be held by the Landlord without interest until the end of the Term and applied from time to time in payment of Rent as the same may become due and payable, and any residue remaining at the end of the Term shall be held for the Tenant. No such reletting nor the receipt of any such rentals from any new tenant, nor the creation of the relation of landlord and tenant between the Landlord and any party to whom the Premises may have been relet, shall have the effect of exonerating the Tenant from its obligations to pay Rent hereunder as it falls due or of in any way terminating this Lease;
- j) the Landlord may terminate this Lease by commencing an action for possession or for termination of the Lease or by notice to the Tenant. Such termination may be effected either at or after the time of the breach or at any later time and notwithstanding that the Landlord may have exercised any of its other remedies, including that set out under Section 13.1(i). In the event that the Landlord or anyone claiming under it or to whom it

has rented the Premises is in possession under the provisions of Section 13.1(i), the Landlord may at any time terminate this Lease by notice to the Tenant, and thereafter any then existing or later lease of the Premises shall be for the account of the Landlord notwithstanding that such Lease may originally have been entered into as agent for the Tenant. If the Landlord enters the Premises without notice to the Tenant as to whether it is terminating this Lease under Section 13.1(j) or proceeding under Section 13.1(i) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 13.1(i) and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant;

- k) at the option of the Landlord, the full amount of the current month's Rent and the next ensuing three (3) months' Rent shall accelerate and shall immediately become due and payable. For the purpose of this Section 13.1(k), where any of the items of Rent are not known, definite or established at the time of the exercise of such option by the Landlord, the acceleration in respect of such items shall be equal to three (3) times the average monthly instalment during the full twelve (12) month period preceding such acceleration, or if there has not been a full twelve (12) month period, it shall be equal to three (3) times the average monthly instalment since the beginning of the Term; and
- l) on any termination for default, all fixtures, Tenant's improvements or other installations in the Premises which in law are fixtures or a part of the realty or are attached, affixed to or incorporated into or with the immovable properties situated in or on the Building, and which are not the property of the Landlord, shall, at the Landlord's option, forthwith become the property of the Landlord, and whether or not such fixtures are in the nature of Tenant's trade fixtures and whether or not they would be removable by the Tenant at the expiry of the Term if there had been no default.

The foregoing remedies are in addition to, (and not as an alternative to) the remedies otherwise provided in this lease or otherwise available pursuant to legislation or the common law.

### **13.2 Interest and Costs**

Whenever the Landlord takes any proceedings, sends any notices, does any work, or otherwise incurs any expense or trouble or takes any action with respect to any default by the Tenant, and whether or not legal proceedings are commenced or considered in consequence of such default, and whether or not this Lease is terminated, the Landlord shall be entitled to be paid by the Tenant forthwith on demand, in addition to any other amounts which may be payable or owing hereunder, all of the following:

- a) the cost of effecting any repairs or performing any obligation of the Tenant;
- b) the Landlord's costs and expenses in preparing the Premises for reletting in such manner as, in its sole discretion, it deems necessary or advisable;
- c) unless established by an independent third party to be an unreasonable claim on the part of the Landlord or unless agreed to otherwise by agreement between the parties, the Landlord's court costs, collection costs and legal fees on a solicitor and his own client basis;
- d) interest on rent or any other amounts overdue under the terms of this Lease and on any moneys expended by the Landlord in consequence of any default by the Tenant at the rate per annum equal to the prime rate of interest charged by the Landlord's chartered bank plus two percent (2%);
- e) a charge of fifty dollars (\$50) for each cheque of the Tenant which is returned to the Landlord because of insufficient funds in the Tenant's account; and

- f) any other costs, charges or expenses which the Landlord incurs or to which it is put, and which would not have been necessary at the time at which they were incurred but for the default of the Tenant.

Without restricting the generality of the foregoing, and in addition to the foregoing:

The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

### **13.3 Waiver by Tenant**

Notwithstanding anything contained in any statute at the present time or in the future in force, the Tenant agrees with the Landlord that none of the Tenant's goods or chattels on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and that the Landlord may follow the Tenant's goods or chattels without limitation of time, and that on any termination of this Lease by the Landlord under the terms hereof, the Landlord may enter or take possession of the Premises without judicial order, a writ of possession or any other legal process, and without notice to the Tenant except as provided under this Lease. The Tenant waives all and every benefit that could or might have accrued to the Tenant, but for this Section, by virtue of any present or future statute dealing with the matters set out in this Section. The Tenant agrees that on any claim being made for an exemption from levy by distress, or that the Landlord must proceed by judicial process to obtain possession, or with respect to any of the other rights dealt with herein, this Section may be pleaded as an estoppel against the Tenant in any action brought in which the rights of the Landlord to take the steps set out in this Section are in question.

### **13.4 Enforcement by Landlord**

The failure by the Landlord to enforce any term, covenant or obligation of the Tenant contained herein shall not be deemed to be a waiver of such term, covenant or obligation, or permission for any subsequent breach of the same, and the Landlord may at any time enforce such term, covenant or obligation. The waiver by the Landlord of any breach of any term, covenant or obligation hereof shall not be deemed to be a waiver of such term, covenant or obligation with respect to any subsequent breach. No term, covenant or obligation of the Tenant contained in this Lease may be waived by the Landlord, unless such waiver is in writing executed by the Landlord. The acceptance of Rent by the Landlord subsequent to any such breach shall not be deemed to be a waiver of such breach, whether or not the Landlord had knowledge of the breach at the time of acceptance of the Rent.

### **13.5 Remedies Cumulative**

Notwithstanding any other provision of this Lease, the Landlord may, from time to time, resort to any one or more or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

## **Article 14 - End of Term**

### **14.1 Expiration**

On the expiration of the Term, the Tenant shall surrender and yield up the Premises to the Landlord in as good condition as the Tenant is required to maintain the Premises throughout the Term and the Tenant shall deliver to the Landlord all keys to the Premises and the Building and the combination of all locks, safes and vaults, if any, in the Premises.

### **14.2 Removal at End of Term**

Subject to any alterations or leasehold improvements made to the Premises that have been approved by the Landlord prior to or during the Term of the Lease, the Tenant shall on any surrender of possession of the Premises remove such of its fixtures, leasehold improvements and equipment which are incorporated into, affixed or attached with permanency to and which have become a part of the realty or immoveable property comprising the Building, as the Landlord may require. In effecting such removal the Tenant shall do no damage to the Premises or any parts of the buildings. Any of the foregoing fixtures, leasehold improvements and equipment which are not required to be removed by the Landlord shall on surrender of possession by the Tenant become the sole and exclusive property of the Landlord without payment to the Tenant. Notwithstanding the foregoing, where required by the Landlord, the Tenant shall return the Premises or part thereof, to the condition in which it existed at the beginning of the Term. Subject to the foregoing, when not in default at the expiration of the Term, the Tenant may remove its furniture and trade fixtures other than those referred to in this Section.

### **14.3 Surviving Obligations**

On any termination of this Lease, the Tenant's right of possession shall cease and terminate, but the obligations of the parties with respect to payment of Rent, covenants not performed at the date of such termination, indemnification, or any other obligations which, by their nature or by reason of the circumstances at the time of such termination, are not completely performed prior to such termination, shall remain in full force and effect until satisfied. It is agreed, however, that in no event shall the Tenant have any interest in or right to possession of the Premises or any part of the Building after the termination of this Lease.

### **14.4 Overholding**

If the Tenant remains in possession of the Premises after the end of the Term with the consent of the Landlord and without the execution and delivery of a new lease or without having entered into negotiations for a new lease, which negotiations will be evidenced in writing, then there shall be no tacit renewal of the Lease or renewal or extension of the Term, nor shall a tenancy from year to year be created, but notwithstanding any statutory provisions to the contrary, a monthly tenancy shall be created, which may be terminated by either party on one (1) months' notice. Rent shall be payable in advance on the first day of each month equal to the sum of:

- a) two hundred percent (200%) of the monthly instalment of Gross Rent payable during the last year of the Term; and
- b) HST on the foregoing.

## **Article 15 - Miscellaneous**

### **15.1 Force Majeure**

Notwithstanding anything herein contained, neither the Landlord nor the Tenant shall be in default with respect to the performance of any of the terms of this Lease if any non-performance is due to any strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the



2. Any party may by notice in writing to the others from time to time designate another address in Canada to which notices given more than ten (10) days thereafter shall be addressed. Notices shall be sufficiently given if delivered or if sent by prepaid registered mail from any place in Canada to such address. Service on an officer or director or registered agent of the Tenant shall be deemed service on the Tenant. Any notice so delivered shall be deemed to have been given when delivered, and any notice so mailed shall be deemed to have been given on the third day after mailing; provided, however, that in the event of an interruption of mail services at the time of such mailing or within three (3) days thereafter, by reason of strike, wildcat strike, lock-out, industrial dispute or other reason, whether of the foregoing nature or not, the notice shall not be deemed to have been received until it is actually delivered, whether by mail or otherwise.

#### **15.7 No Lease Prior to Execution**

The submission of this Lease for examination by the Tenant, whether or not executed by the Landlord, shall not constitute an offer or agreement nor shall there be any obligation on the part of the Landlord towards the Tenant hereunder, until the Lease has been fully executed and delivered by both the Landlord and the Tenant.

#### **15.8 Governing Law**

This agreement shall be construed in accordance with and governed by the laws of the Province of Nova Scotia.

#### **15.9 Personal Information**

Any Tenant consents to the collection and use of the personal information of its officers and directors, as provided directly or collected from third parties, for the purposes of the Landlord considering the Tenant's offer in respect of this Lease and determining the suitability of the Tenant (both initially and on an on-going basis), including the disclosure of such information to existing and potential lenders, investors and purchasers.

#### **15.10 No Joint Venture**

Nothing herein contained shall be deemed or construed by the parties hereto or any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that the parties hereto stand in the relationship of Landlord and Tenant only.

#### **15.11 Time of Essence**

Time shall be of the essence under this Lease save as herein otherwise specified.

#### **15.12 Legal Costs**

The Tenant shall forthwith pay to the Landlord a sum equal to the amount by which the Landlord's legal costs for the negotiation, preparation, advice, and execution of this lease (and all meetings and attendances related thereto) exceeds the sum of \$1000.00.

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

written above.

**ROSSINI OPERA FESTIVAL NOVA SCOTIA  
(operating under the business name  
LUNENBURG ACADEMY OF MUSIC  
PERFORMANCE)**

\_\_\_\_\_  
WITNESS

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

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

I/We have the authority to bind the Corporation

(affix corporate seal)

**TOWN OF LUNENBURG**

\_\_\_\_\_  
WITNESS

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

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

(affix municipal seal)

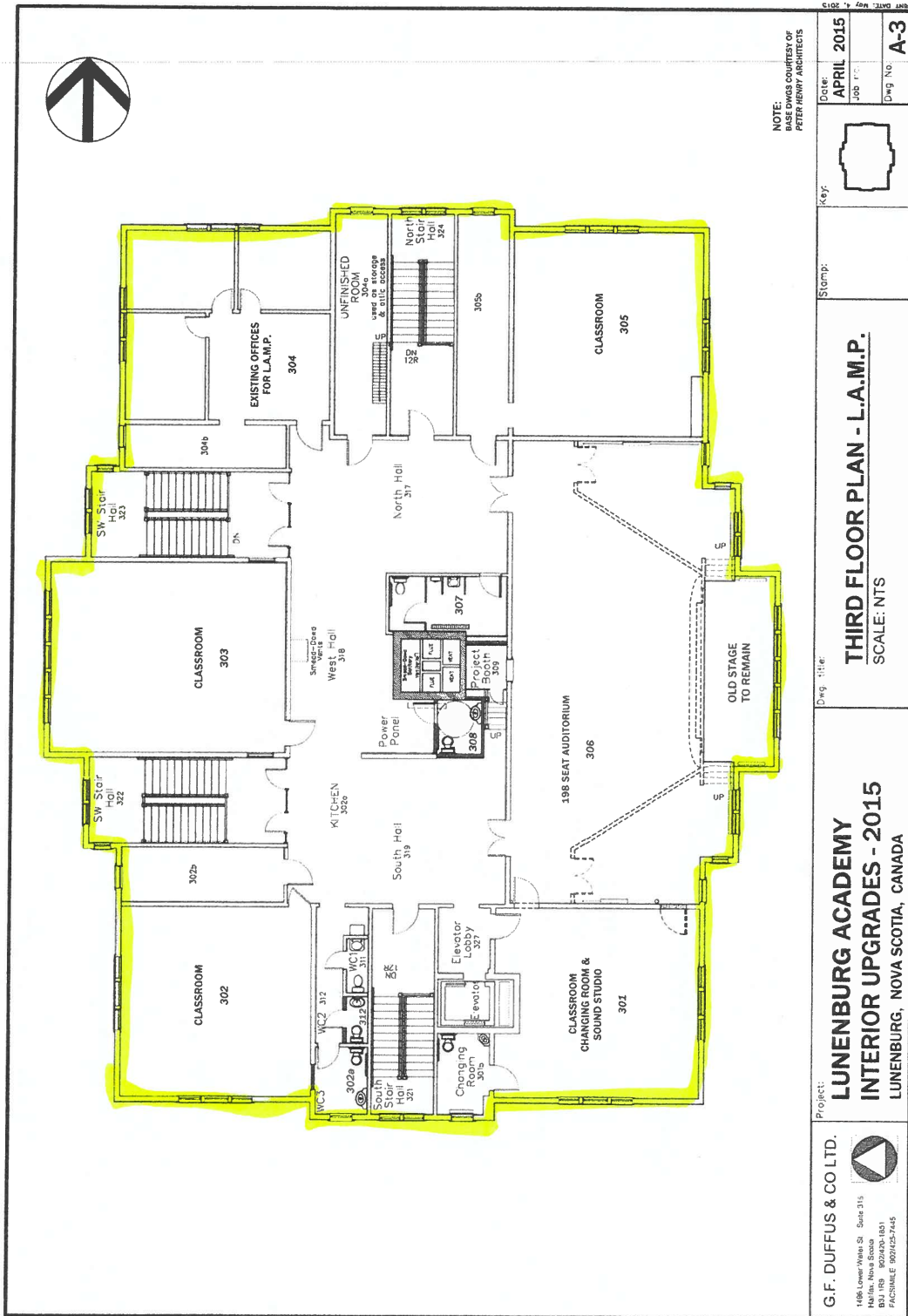
**Schedule "A"**

Description of Building

The building located at 97 Kaulback Street, Lunenburg, Nova Scotia B0J 2C0 known as Lunenburg Academy located on property shown as PID 60058831 in Nova Scotia Property Online.

**Schedule "B"**

# SCHEDULE "B"



NOTE: THIS IS A COPY OF THE ORIGINAL DRAWING BY PETER MENY ARCHITECTS

<b>G.F. DUFFUS &amp; CO. LTD.</b> <small>1485 Lower Water St. Suite 315          Box 1700 1029020 1B31          FACSIMILE 902425-7445</small>		Project: <b>LUNENBURG ACADEMY                  INTERIOR UPGRADES - 2015</b> LUNENBURG, NOVA SCOTIA, CANADA	Dwg. title: <b>THIRD FLOOR PLAN - L.A.M.P.</b> SCALE: NTS	Stamp: 	Key: 	Date: <b>APRIL 2015</b>
		Job P.C.	Dwg. No. <b>A-3</b>			

### Schedule "C" Rules and Regulations

1. Ingress or Egress

The sidewalks, entrances, elevators, stairways or corridors of the Building shall not be obstructed by the Tenant or used by it for any purpose other than ingress and egress to and from the Premises. The Tenant shall not place or allow to be placed in the hallways, corridors or stairways any waste paper, dust, garbage, refuse or anything whatsoever that tends to make them appear unclean or untidy.

2. Windows

Windows that reflect or admit light into halls or corridors in the Building shall not be covered or obstructed by the Tenant or any of its employees and no awning shall be erected over any window without the written consent of the Landlord. The Tenant shall observe strict care not to allow windows admitting light into the Premises to be opened or remain open so as to admit rain or snow, or so as to interfere with the heating of the Premises or of the Building.

3. Washrooms

The toilets and other plumbing apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to the toilets and other plumbing apparatus from misuse shall be borne by the Tenant who or whose employees caused it.

4. Locks

The Tenant shall not place or allow to be kept or placed on any door in, on or leading into the Premises any lock or bolt except such locks or bolts as the Landlord shall, in the exercise of reasonable discretion, provide. The Tenant shall bear the cost of repairing all locks damaged or destroyed by the Tenant, its employees and agents.

5. Heavy Articles

The Tenant agrees that it shall not bring into the Building or the Premises any safes or other heavy articles without having first obtained the consent in writing of the Landlord, which consent shall be subject to such conditions, directions and stipulations as the Landlord may in its sole and absolute discretion deem proper to impose. It is acknowledged that the Tenant will be bringing pianos onto the premises.

6. Machines and Mechanical Devices

The Tenant shall not bring or allow to be brought into the Premises any machine or mechanical device of a nature to occasion noise or vibration which, in the opinion of the Landlord, is objectionable or would be injurious to the Building.

7. Caretaking

(1) The Landlord will not provide cleaning services for any part of the building to the Tenant [and the Tenant shall be responsible for the cleaning of the leased premises]. The Tenant shall not employ any person or persons as a janitor or caretaker except such person or persons as may be approved by the Landlord for the purpose of cleaning or taking charge of the Premises and common areas. The Tenant shall be responsible for all cleaning of the premises including, without limiting the foregoing, the entire third floor

of the Lunenburg Academy Building. [For greater certainty, the Tenant shall not be required to clean the stairways.]

8. Walls

The Tenant shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors, wood, stone or ironwork. Boring, cutting or stringing of wires or pipes shall not be permitted, except with the prior written consent of the Landlord.

9. Wiring

Wiring for all purposes is to be run in the floor ducts provided for that purpose (or otherwise concealed). Inserts and stand-pipes for each telephone will be installed by the Landlord. Other services required by the Tenant, and to which the Landlord has given its consent, will be supplied and installed by the Landlord at the Tenant's expense. Changes and additions required by the Tenant will be made by the Landlord at the Tenant's expense. Additional lighting fixtures and changes in position of fixtures already installed to which the Landlord has given its consent will be made at the expense of the Tenant.

10. Use of Premises

No person shall use the Premises or any part thereof for sleeping apartments or for residential or any immoral or unlawful purpose (or for any purpose other than the purposes specifically provided in its Lease).

11. Glass, Locks and Trimmings

All glass, locks and trimmings in or on the doors or windows affording access to or admitting light into the Premises or any part thereof shall be kept whole by the Tenant. Whenever any part thereof shall become broken, the Tenant shall immediately cause the same to be replaced or repaired by some person or persons selected by the Landlord to the satisfaction of the Landlord, and such replacement or repairs shall be paid for by the Tenant.

12. Bicycles

No bicycles or other vehicles shall be brought within the Building.

13. Musical or Sound-Producing Devices

The Tenant shall not operate or permit to be operated any musical or sound-producing instrument or device inside or outside the Premises which may be heard outside the Premises and cause a disturbance as defined in the Town's Noise By-law.

14. Window Drapes

The lining of all window drapes of exterior windows shall be subject to the prior approval of the Landlord as to colour and material and the Tenant shall not hang, and will remove, any draperies which, in the Landlord's opinion, do not conform to a uniform scheme of window coverings established for the Building.

15. Name of Building

The Tenant shall not refer to the Building by any name other than that designated from time to time by the Landlord nor use the name of the Building for any purpose other than that of the business address of the Tenant.



### SPONSORSHIP AGREEMENT

THIS AGREEMENT is made effective the 25 day of <sup>April</sup> March, 2017.

**BETWEEN:** The Town of Lunenburg (the "Sponsor")  
119 Cumberland St., P.O. Box 129  
Lunenburg, N.S. B0J 2C0

**AND:** Rossini Opera Festival Nova Scotia ("ROFNS"),  
also referred to herein as  
Lunenburg Academy of Music Performance ("LAMP")  
97 Kaulbach St., P.O. Box 309  
Lunenburg, N.S. B0J 2C0

**WHEREAS** the Rossini Opera Festival Nova Scotia is creating a world-class center for the advanced study of performance and music interpretation, the Lunenburg Academy of Music Performance (hereafter "LAMP"), based at the Town-owned Lunenburg Academy;

**AND WHEREAS** the Town wishes to support LAMP in its endeavours, both as a vital supporter in the revitalization of the historic Academy but also for the economic and social benefits that derive from its programming now and in future;

**NOW THEREFORE** in consideration of the promises contained herein, the parties agree as follows:

**1. Term**

1.1. This Agreement shall be effective as of the date first written above and shall expire on December 31, 2018.

**2. Sponsorship Rights**

2.1. The Sponsor wishes to support LAMP by reducing its rent burden during the years 2016 and 2017.

2.2. In consideration of the Sponsor's support, ROFNS will provide:

- a. Logo recognition appropriate to a government funder, including placement on posters, programs, website and social media posts;
- b. Verbal recognition from the stage(s) during introductions, as well as speaking opportunities for Town representatives including the Mayor, Councillors and Staff where appropriate;
- c. Space for a Message from the Mayor in the Concert Programme (copy and wording to be provided by the Town);
- d. Specific recognition for the Town as Presenting Sponsor of its admission-free public series, *A Little Light Music*, which runs through the school's Spring and Fall terms, as well as its Good Friday Family Concerts;
- e. Regular posts via social media (Facebook and Twitter) regarding these activities with sponsorship credit to the Town;
- f. Information and photos of these same activities to Town staff for use in their publications and media relations by request.

3. Trademark and Logo Use

- 3.1. The Town of Lunenburg retains its brand and logo and any trademark in association therewith, but upon request for limited use in promotional materials to recognize the Town as a sponsor, and to the extent necessary therefor, the Town will consent to the use thereof for that purpose.

4. Notices

- 4.1. Inquiries, the completed Agreement, and any notices can be sent to ROFNS/LAMP:

Susan Corkum-Greek, general manager  
Tel. 902-634-8667 Email gm@lampns.ca

Notices can be sent to the Sponsor care of:

Scott Burke, Academy Development Officer  
Room #201, Lunenburg Academy  
Tel. 1-902-802-4710 Email scott@scottburke.ca

This contact information may be amended from time to time by notice in writing by the relevant party.

5. **Miscellaneous**

5.1. **Counterpart.** This Agreement may be executed in counterparts and delivered by facsimile or electronic mail; such counterparts shall constitute the one and same instrument, and shall be deemed to be dated as of the date first above written.

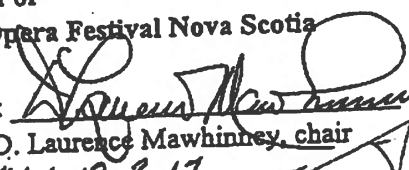
5.2. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein and the parties hereby attorn to the jurisdiction of the courts of Nova Scotia.

5.3. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings between the parties whether oral or written, with respect to such subject matter, but is subject to any additional terms contained in any Lease between the parties.

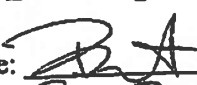
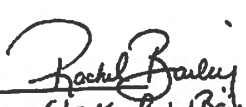
5.4. **Assignment.** No party may assign this Agreement or any part of this Agreement, or any benefit, interest or obligation herein.

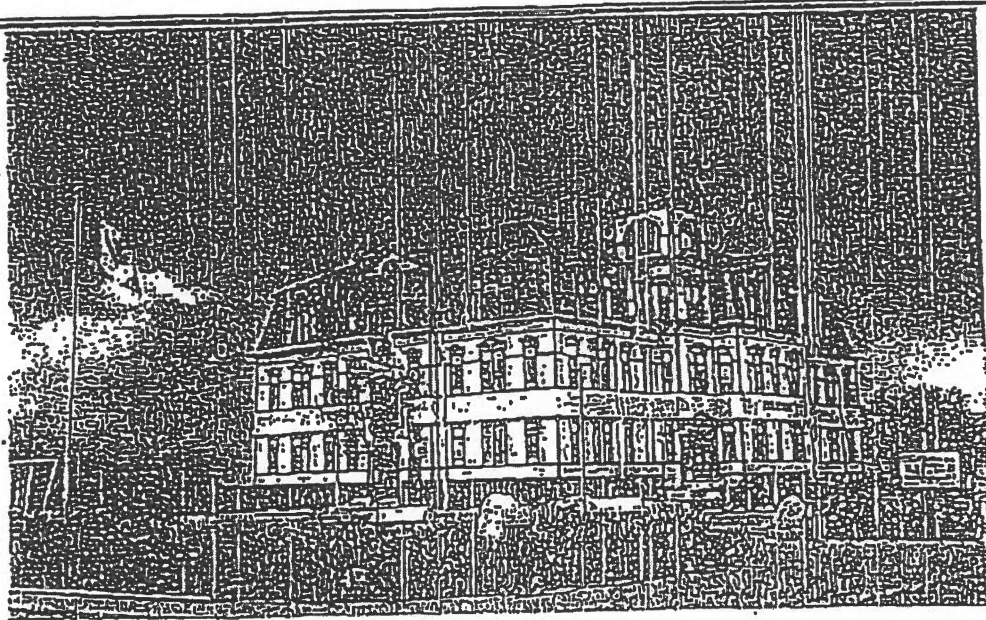
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

On behalf of  
Rossini Opera Festival Nova Scotia

Signature:   
Name: D. Laurence Mawhinney, chair  
Date: MAY 19 2017

On behalf of  
Town of Lunenburg

Signature:    
Name: Beau Renter, Clerk Rachel Bailey, Mayor  
Date: May 25/17 May 30/17



## BACKGROUND TO THE LUNENBURG ACADEMY OF MUSIC PERFORMANCE (LAMP)

Presentation to the Lunenburg Town Council April 16th, 2014

Since the closing of the Lunenburg Academy as a school in 2011, the Town of Lunenburg has been considering other options to provide a sustainable future for this unique and historic building. The creation of the LAMP sprang from the desire of interested citizens to address this problem by founding an academy of music at the Lunenburg Academy. The Academy is of all wood construction and the class rooms were built to be sound proof. This makes the building ideal for music performance.

The LAMP will be for young, post-graduate students of excellence, working under the guidance of internationally recognized musicians. This will give these gifted young musicians the opportunity to transform into mature performing artists, to become the future leading musicians in their field. Given the high caliber of both the artists and students, the vision is that the South Shore of Nova Scotia will become renowned for the quality of its music and this will establish Nova Scotia as an international centre of music excellence, in much the same way that the Banff Center has done for Alberta and the Shaw Festival at Niagara-on-the-Lake and the Stratford Festival have done for Ontario. All these events and institutions started in a small way, but today are world renowned for music and theater, attracting many thousands of students, performers and visitors from all over the world, each year.

The LAMP approach is considered to be an innovative and creative way of reducing dependence on the traditional industries, which will contribute towards the economic growth of Lunenburg and the South Shore of Nova Scotia and enhance the national and international appeal of the area.

The 2014 program will begin with the Rossini Opera Academy. In Oct. 2014, the world's foremost authority on the music of Rossini, Alberto Zedda, will come to Lunenburg to launch the first annual Rossini Academy. Maestro Zedda is Music Director of the International Rossini Opera Festival held annually in Pesaro, Italy. Every year he selects, from several hundred applicants from around the world, eighteen talented singers to study with him for two weeks. This year he invited LAMP Music Director, Burt Wathen, to attend the auditions and eleven additional students have been selected to come to

Lunenburg to study under him. 140 singers were auditioned and all but 15 chose to come to Lunenburg if they were selected.

The Rossini Opera Academy will be followed by other two week academies given by Canadian and International Master Musicians. Participating students will be required to pay a reasonable cost for their instruction, to reflect the caliber of the musicians with whom they will perform and study. The Rossini Academy will continue next year and the program will be expanded to include bimonthly concerts and master class weekends, open to all musicians and also a jazz and chamber music festival. Maestro Alberto Zedda illustrates the quality of the music masters who will be part of the LAMP program.

Since its conception LAMP has been dedicated to developing a strong community outreach program to children, youth, adults and seniors. Students will be required to donate a minimum of two hours each week for this purpose. It is the intention that this will include free performances at the Bluenose Academy and other South Shore schools. To involve students more fully the programs will be designed for children of all school ages. There will also be a program to play at Harbour View Haven and other Senior Citizen Homes. The concert dress rehearsals will be open and free to school students, who will also be invited to daily sessions. Free public lectures are also planned as part of a music appreciation program.

The Operating Budget for 2014 to 2016 is about \$1,000,000. To date the project has received healthy support from some prominent community and business leaders, with over \$350,000 being raised in pledges, but there is still a long way to go. A Steinhilber Grand Piano has also been donated, which represents over \$100,000 savings on the \$300,000 capital budget, most of which is for musical instruments. All of the professional services such as website design and legal work have been donated by companies and individuals who believe in the project. LAMP has about 20 volunteers and this number is expected to grow.

The Honorary Chairman of the LAMP Board of Directors is Dr. Richard Goldbloom. Other Board members represent a cross section of local community leaders as well as representatives from the music and education sectors. LAMP Director of Music is Burt Wathen, a Nova Scotian, who is currently a prominent lead musician with one of Italy's major orchestras. Earlier in his career he was one of the founder members of Symphony Nova Scotia. Last year LAMP received official charitable status from Canada Revenue Agency.

LAMP has paid a very substantial deposit to the Town and submitted a proposal for a lease of the Third Floor of the Academy on terms that our budget will afford. This evening I am here to seek the support of The Council for LAMP's vision to make Lunenburg a center of world-class music excellence, which will provide an exciting new direction for Lunenburg. Support for LAMP is an investment in the future of the town and its businesses. Some may say this is a dream, but from small beginnings this has happened in other parts of Canada, so with foresight, vision and support from the Town and the community, why should it not happen in Lunenburg too? Establishing LAMP in the Lunenburg Academy will ensure that this outstanding wonderful building will have a worthwhile and sustainable future.

A goal that we are all searching for.

On behalf of LAMP I urge you to vote in favour of our proposal to Lease the Third Floor of the Academy. To reject it will be an opportunity lost.

Thank you.

Peter Matthews,  
Secretary,  
Lunenburg Academy of Music Performance