AGENDA

Town of Lunenburg Council Meeting

Tuesday, April 28, 2020 at 2:00 p.m. – 4:00 p.m.

Via Zoom Audio/Video Conference Live Broadcast

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

1. Agenda - *motion to approve (note: priority items are **bolded**)*.

2. April 14, 2020 Council meeting minutes - *motion to approve*.

3. Public Hearings and Presentations

4. Correspondence

5. Committee Meeting Minutes and Recommendations

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

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

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

6. Unfinished Business

    a. Corporate Services

        i. Draft revised Town 2020/21 budget including

        - ***Fire Department pre-approved Capital budget request***
        - ***Coastal Action Foundation Tannery Road greenspace plan development budget estimate $1200 and potential Provincial Beautification Funding Application for this project, Bluenose Drive pump station/Harbour and Brook Street stormwater garden plantings***

- ***Proposed written public budget submissions from April 29 to May 10 (advertised via social media), responses at the May 12 Council meeting***
- ***Proposed May 26 Council meeting budget approval***

~ Recess ~

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

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

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

v. Proposed Provincial amendments to the NS Building Code Regulations regarding public accessible washrooms in restaurants – *additional staff report regarding Lunenburg impact*; and

vi. LDFD expense claim Policies amendments to allow variances from pre-set kilometers limits – *Councillor Mosher notice of motion*.

b. Public Works Department

i. Tannery Road sidewalk project – *deferred from April 14 Council and consideration of an optional design/build request for proposals alternative*; and

ii. March 2020 Water and Wastewater Test Results - *staff report*.

c. Recreation Department

i. "Share the Road" signage – *staff report*.

7. New Business

8. Consideration of any Council in camera meeting recommendations

- ***Nevermore Press lease renewal at the Lunenburg Academy***
- ***Lunenburg Farmers Market interim rental request***

9. Adjournment – *motion to approve*.

Agenda items awaiting staff reports, etc. for further consideration

Agenda Item	Department	Council Meeting Assigned	Status

Proposed amendments to Hack and Trolley Bylaw #56 and #65 Street Encroachment for Building Access Bylaw	Council and Corporate Services	May 28, 2019	Awaiting additional Bylaw housekeeping amendments, e.g., Solid Waste Bylaw bulky waste definition change before advertising second reading and public submissions
Source Water Protection Plan update	Public Works Engineering Consultant	November 26, 2019	Consultant has completed a draft report which is being reviewed by Public Works staff
Solar initiatives and water meters update	Corporate Services/Public Works	January 7 and 14, 2020	Staff reports will be prepared following Budget 2020/21 approval
Disappearance of bees action plan proposal	Planning and Public Works	February 11, 2020	Staff preparing a report
Climate crisis action motion and plan proposal	Planning and Public Works	February 11, 2020	Staff preparing a report
CPT Joint Transit Plan response	Corporate Services	February 11, 2020	Staff preparing a report
Blockhouse Hill land development proposal	Planning, Electric and Public Works	February 13, 2020	Staff preparing a report
Proposed review of policing services	Councillor Carnevale	February 25, 2020	Deferred for Councillor Carnevale to address
ABCO planning amendment application	Council	February 25, 2020	May 5 Public Hearing and May 12 Council deliberation
Amero planning amendment application	Council	February 25, 2020	May 19 Public Hearing and May 26 Council deliberation
Staff recommendations regarding CBCL Engineering Lunenburg Wastewater Treatment Plant upgrades reports	Public Works	March 10, 2020	PW preparing a report regarding a recommended plan pre-engineering study scope of work Provincially funded
PAC Appointment	Corporate Services	April 14, 2020	Advertisement for applications is being placed

COUNCIL MEETING MINUTES

TUESDAY, APRIL 14, 2020 AT 2:00 P.M. – 4:00 P.M.

VIA AUDIO/VIDEO CONFERENCE

PRESENT: Mayor Rachel Bailey
Deputy Mayor John McGee
Councillor Ronnie Bachman
Councillor Peter Mosher
Councillor Matt Risser

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

ABSENT: Councillor Joseph Carnevale
Councillor Danny Croft

The Mayor called the meeting to order at 2:00 p.m. She welcomed all those participating in the Town's first live stream video conference including members of Council, staff and public. The Province has mandated that all municipalities meet by video and/or audio conference call as opposed to meeting in person due to the Provincial state of emergency during the COVID-19 pandemic. Appreciation was expressed for the work of Town Council, staff, community health care and other essential workers to ensure ongoing community operations during this unprecedented time.

Her Worship further noted that unrelated to COVID-19, many valued members of the Town and area have sadly passed in recent days including: former Town Councillor Barbara Zwicker; Harold Pearse, Lunenburg Folk Harbour Festival President; Audrey Covey; Elvin Falkenham; Betty Bush; Joy Tibbo; and others.

1. Agenda

Motion: moved by Councillor Risser, seconded by Deputy Mayor McGee to approve the agenda. Motion carried.

2. March 10 and 31, 2020 Council meeting minutes

Motion: moved by Councillor Mosher, seconded by Councillor Bachman to approve the March 10 and 31, 2020 minutes as circulated. Motion carried.

3. Public Hearings and Presentations

Nil.

4. Correspondence

The following items of correspondence were noted for information.

a. Accessibility Planning Toolkit for Municipalities – Ministers of Justice and Municipal Affairs

b. Letter from the Town of Mahone Bay to Mayor Bailey enclosing a copy of their 100th Anniversary memorial book and commemorative stamp

Congratulations were offered to the Town of Mahone Bay for the successful conclusion of their 100th anniversary celebrations and these commemorative projects.

5. Committee Meeting Minutes and Recommendations

The following minutes were previously circulated to Council for information only.

a. Project Lunenburg Steering Team meeting minutes March 11, 2020 and April 8, 2020

b. Waste Reduction Strategy Working Group meeting notes March 5, 2020

c. Joint Occupational Health and Safety meeting minutes of March 5, 2020

d. Lunenburg War Memorial Community Centre Committee meeting minutes March 11, 2020

It was agreed to defer consideration of the two recommendations regarding proposed 2020/21 recreation fees and budgets in view of revised budget projections due to COVID-19 financial impacts.

e. Protective Services Committee meeting minutes March 12, 2020

The 2020/21 draft budget approval recommendation was also deferred for the same reasons as noted above.

f. Lunenburg Academy Foundation meeting minutes 2019/2020

6. Unfinished Business

a. Corporate Services

i. Draft revised Town 2020/21 budget operating and capital budget review

The FD provided Council with an overview of this report (Schedule “A“).

Motion: moved by Deputy Mayor McGee, seconded by Councillor Risser that interim property tax bills be issued on and due May 1, 2020 with an interest deferral period to June 30, 2020 for fiscal 2020/21 due to the COVID-19 pandemic. Motion carried.

Motion: moved by Deputy Mayor McGee, seconded by Councillor Bachman that interest on overdue property taxes be changed to 1.5% per month effective June 30, 2020 and henceforth by Policy amendment. Motion carried.

Motion: moved by Councillor Mosher, seconded by Councillor Risser that the Town's Low Income Property Tax Relief Policy #71 regarding property tax relief be revised to annually increase the current income qualification levels by the prior year's annual NS Consumer Price Index percentage effective immediately. Motion carried.

Motion: moved by Councillor Mosher, seconded by Councillor Risser to waive the requirement to file an affidavit in support of a Low Income property Tax Relief application in fiscal 2020/21 only. Motion carried.

Motion: moved by Councillor Risser, seconded by Deputy Mayor McGee that the Water and Electric Utilities waive overdue interest charges for bill payments for the months of April and May 2020 and seek NSUARB approval for same. Motion carried.

Staff were asked to draft notices of motion to effect the two above noted Policy amendments for consideration by Council.

The FD advised that given the current state of financial affairs related to COVID-19 impact Town Managers have been directed to expend budget monies based on essential service delivery only until the Town budget is approved.

Motion: moved by Councillor Bachman, seconded by Councillor Mosher that 2020/21 Water Utility Capital budget items for road improvements to the intake house be approved in the amount of $10,000. (Schedule "A"). Motion carried.

Motion: moved by Councillor Bachman, seconded by Councillor Risser that 2020/21 Water Utility Capital budget items for pump house repairs in the amount of $4000 be approved (Schedule "A"). Motion carried.

ii. 2019/20 Town budget variance to February 29, 2020

This document was received for information (Schedule "B") indicating that Town's finances are within budget year to date.

iii. Municipal Election 2020

- Town use of Provincial List of Electors
- Execution of Provincial Information Sharing Agreement
- Appointment of Assistant Returning Officers – Bea Renton, CAO and Heather McCallum, Assistant Municipal Clerk

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

BE IT RESOLVED THAT pursuant to section 4 (l) (A) of the Municipal Elections Act that Bea Renton and Heather McCallum be appointed as Assistant Returning Officers for the Town of Lunenburg. Motion carried.

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

WHEREAS section 30 (I) of the Municipal Elections Act provides that:

"30 (I) By the fifteenth day of April in a regular election year, the council may, by resolution, provide that the returning officer conduct an enumeration;

(a) use the lists of electors used in the most recent federal or provincial election, or in an election held pursuant to this Act; or

(b) use any permanent register of electors established and maintained for in a federal or provincial election,

as the basis for the preliminary list of electors for all or part of the municipality."

NOW THEREFORE BE IT RESOLVED THAT the Town of Lunenburg shall use the permanent register of electors established and maintained for use in a federal or provincial election (referred to by the Chief Electoral Officer of Nova Scotia as the Provincial List of Electors) for the purposes of the 2020 Municipal Election. Motion carried.

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

WHEREAS a municipality choosing to use the Provincial List of Electors for the municipal preliminary List of Electors in any upcoming general or special municipal election must first enter into an agreement with the Chief Electoral Officer that sets out the conditions for sharing information and data with the municipality, maintaining the security and privacy of personal information contained therein, and the methodology and timing for providing back to Elections Nova Scotia (ENS) all changes and additions to the municipal final list of electors.

BE IT RESOLVED that the Town shall enter into the Information Sharing Agreement with Her Majesty The Queen in right of the Province of Nova Scotia as represented by the Chief Electoral Officer of Nova Scotia, a copy of which is attached hereto as "ISA", and Bea Renton, the Chief Administrative Officer, is authorized to execute the document on behalf of the Town. Motion carried

iv. Cermaq salmon farming in Lunenburg and area coastal waters

The Mayor advised that Cermaq recently announced they are no longer pursuing this license application. It was therefore agreed to withdraw this item from the agenda.

3:04 p.m. – Council held a recess and reconvened at 3:10 p.m. Council agreed to proceed to agenda item #6 b. i. next and defer consideration of the agenda items as time permits.

b. Public Works

i. Proposed award of Wastewater Treatment aeration tank upgrades

The Town Engineer presented the report (Schedule "C") to Council. He advised that this project is complimentary to options 1 and 2 in the CBCL Wastewater Treatment Plant upgrades proposals. He will be preparing an additional report regarding these options for consideration at the April 28 Council meeting.

Motion: moved by Deputy Mayor McGee, seconded by Councillor Bachman to approve the award of a construction tender for the replacement of the pipework and the installation of the pre-purchased aerators to Western Plumbing & Heating Limited in the amount of $237,000 plus HST. And further, approval is given for a budget increase to the WWTP – Aeration Upgrade Project from $200,000 to $388,000 including net HST with funding of $200,000 from Gas Tax and $188,000 in a capital borrowing (Schedule "C"). Motion carried.

Council agreed to deal with agenda item #7. a. ii. next.

7. New Business

   a. Corporate Services

      ii. Next public Council meeting dates

Tuesdays at 2:00 p.m. on:

- April 28 to consider the draft 2020/21 Town budget
- May 5 for the ABCO public hearing planning amendment application
- May 12 for Council to consider these submissions and potentially decide
- May 19 for the Amero public hearing planning amendment application
- May 26 for Council to consider these submissions and potentially decide

Council agreed to this meeting schedule.

8. Consideration of any Council in camera meeting recommendation

   Proposed award of Town insurance contract tender to Gallagher/Frank Cowan exceeding staff authorization level of $100,000

Motion: moved by Councillor Mosher, seconded by Councillor Risser that Town Council award the Town insurance contract to Arthur J. Gallagher Canada Limited in the approximate amount of $149,547 plus HST with the final amount and coverage levels to be finalized by Town staff.

In response to a question it was noted that it is anticipated there will be insurance premium cost savings to be allocated amongst Departments and Utilities. The exact amount will not be known until coverage gaps are identified and coverage put in place as affordable.

The motion was put and passed.

Council agreed deal with agenda item # 7 a. i. next.

7. New Business

a. Corporate Services

i. Planning Advisory Committee resignation of Dr. Will Brooks

Motion: moved by Councillor Risser, seconded by Councillor Mosher to send a letter of appreciation to Dr. Brooks for his PAC service. And further, Council will advertize for a PAC citizen applicant. Motion carried.

Council considered agenda item #6. b. ii. next.

6. Unfinished Business

b. Public Works

ii. Falkland Street/Victoria Road crosswalk information

Motion: moved by Councillor Mosher, seconded by Councillor Risser that no further action be taken at this time regarding the Falkland Street/Victoria Road crosswalk (Schedule "D"). Motion carried.

iii. Tannery Road sidewalk project

Council discussed the staff report (Schedule "E") and expressed concern regarding the recommendation to engage a Traffic Engineer to advise on traffic calming options instead of proceeding with the sidewalk project with the constraints noted.

Motion: moved by Councillor Mosher, seconded by Deputy Mayor McGee to cancel the existing planned project for the Tannery Road sidewalk and instruct Town staff to develop an alternate plan of traffic calming to be presented to Council at a future date (Schedule "E"). Motion unanimously defeated.

It was agreed to defer this agenda item to the next meeting on April 28 for further consideration.

Council addressed agenda item #6. a. v. next.

6. Unfinished Business

a. Corporate Services

v. Notice of proposed Provincial amendments to the NS Building Code Regulations regarding public accessible washrooms in restaurants

Council discussed the proposed Provincial amendments (Schedule "F").

Motion: moved by Councillor Bachman, seconded by Councillor Mosher that staff provide a report to Council outlining the impact proposed amendments to the NS Building Code

Regulations (Schedule “F“) will have on the Town of Lunenburg and where the Town stands in this process. Motion carried.

vi. LDFD requested expense claim Policies amendments to allow variances from pre-set kilometres limits – LDFD is in agreement with same and at the January 16 Council meeting it was agreed that confirmed Councillor Mosher would give notice of motion of these proposed Policy amendments for approval at the next Council meeting

Deferred by agreement to the April 28 Council meeting due to time constraints.

9. Motion to recess and resume the meeting in camera on April 21 at 2:00 p.m. and rise and report any recommendations at the April 28 public Council meeting – consideration of Town land leases and sales and contract negotiations pursuant to section 22, Municipal Government Act

Motion: moved by Councillor Risser, seconded by Councillor Mosher to recess and resume the meeting in camera on April 21 at 2:00 p.m. and rise and report any recommendations at the April 28 public Council meeting. Motion carried.

Council recessed at 4:03 p.m.

_____
Bea Renton, CAO

MUNICIPALITY OF THE DISTRICT OF LUNENBURG
Minutes of a Meeting of
REMO ADVISORY COMMITTEE
Held VIA Teleconference
Monday, March 16, 2020 – 3:00 p.m.

ATTENDANCE

Municipality of Chester
Warden Allen Webber
Deputy Warden Floyd Shatford, Vice Chair
Dan MacDougall, Chief Administrative Officer

Municipality of Lunenburg
Mayor Carolyn Bolivar-Getson
Deputy Mayor Eric Hustvedt
Councillor Martin Bell, Municipality of Lunenburg
Tom MacEwan, Chief Administrative Officer
Alex Dumaresq, Deputy Chief Administrative Officer

Town of Bridgewater
Mayor David Mitchell
Deputy Mayor Andrew Tanner, Town of Bridgewater
Councillor Wayne Thorburne
Tammy Crowder, Chief Administrative Officer

Town of Lunenburg
Mayor Rachel Bailey
Bea Renton, Chief Administrative Officer

Town of Mahone Bay
Mayor David Devenne, Chair
Councillor Richard Nowe, Town of Mahone Bay
Dylan Heide, Chief Administrative Officer

NS EMO
Rhonda Matthews, Emergency Management Preparedness Officer

Regrets: Councillor Danielle Barkhouse, Municipality of Chester
Councillor John Bain, Town of Mahone Bay
Deputy Mayor John McGee, Town of Lunenburg

Staff: Angela Henhoeffer, REMO Coordinator
Chris Kennedy, Fire Services Coordinator

1. CALL TO ORDER

Mayor Devenne called the meeting to order at 3:22 p.m. (delayed start due to telecommunication connection issues).

2. ANNOUNCEMENTS, ACKNOWLEDGEMENTS, RECOGNITION - NIL

3. APPROVAL OF AGENDA

DRAFT

Item 6.1 was moved to the first topic to allow enough discussion and other items will be discussed on the next agenda if time does not allow.

Moved by Warden Webber seconded by Mayor Bolivar-Getson that the agenda be approved as circulated. Motion carried.

4. APPROVAL OF MINUTES

Moved by Councillor Hustvedt, seconded by Councillor Thorburne that the Minutes of the January 20, 2020 REMO Advisory Committee meeting be approved as circulated. Motion carried.

6. NEW BUSINESS

6.1 Coronavirus – COVID-19 (Pandemic Plan, Business Continuity)

Ms. Henhoeffer provided an update on COVID-19 and stated that it was by chance that the meeting was previously scheduled for today as the pandemic planning and announcements from a national and provincial perspective changed today. For the pandemic response, REMO is not the lead, the Nova Scotia Chief Medical Officer of Health and the Nova Scotia Department of Health and Wellness are the lead. REMO has offered any assistance required locally to the Nova Scotia Health Authority (NSHA) and Public Health. Updated information from the province can be found at www.novascotia.ca/coronavirus.

REMO has a pandemic plan which has been updated and discussed with the Chief Administrative Officers (CAOs) regarding the municipal units' Business Continuity Plans (BCPs). Ms. Henhoeffer advised that as of the date of this meeting, there were significant changes to the pandemic situation and the municipal units have enacted their BCPs. Each unit is following the province's announcement of closing the offices until April 6. 2020, and with reassessment occurring. A provincial update will be held at 3:00 p.m. daily for the foreseeable future and updates will be sent to the CAOs and Assistant Emergency Coordinators (AECs). In looking forward, this can be expected to put additional stress on telecommunications, the electrical grid, water and wastewater facilities, mental health and violent acts increasing across the province. Regarding a timeline of the length of the pandemic and how long everyone will be impacted, right now offices will be closed until April 6, 2020, but this is a very fluid situation and extensions could occur, so keeping up with the updates and website will be important.

A roundtable occurred from each municipal unit:

Town of Bridgewater (TOB): Access to Town Hall will be limited to the main door on the 3rd floor. All other access points will be closed off. Public access to Public Works, Water Treatment and Wastewater Treatment Facilities are closed off. Recreation programing is cancelled. Building Inspection will continue as required, at this point. No Fire Inspections are occurring. The public will be encouraged to pay bills and access information/services on-line. Council is continuing to meet, but with no public delegations or attendance; meetings will be live streamed. All Committee meetings are suspended. Staff that are able to work from home are working at home. Water/Wastewater staff are on rotating schedules to limit the number of individuals working together and monitoring is being done from home. Public Works schedules changed so as to stagger lunch breaks. Extra sanitation efforts are being employed. The Town has enacted their Pandemic Personnel Policy, which addresses sick days, etc.

Town of Lunenburg (TOL): Town of Lunenburg is very similar to Bridgewater. Town Hall office will be closed to the public starting tomorrow. Town Council and Committee meetings are

suspended until further notice, including Public Hearings. Any in-person engagement events have been cancelled, including Town events, workshops, and Project Lunenburg. All Lunenburg recreation facilities – Community Centre and Arena – programs, and rentals are suspended. Fire inspections are suspended. Building inspections will be prioritized. The Lunenburg Library at the Lunenburg Academy will be closed to the public.

Town of Mahone Bay (TOMB): Town Office will be closed to the public effective tomorrow, and staff are encouraged to work from home where possible. Town Council and Committee meetings are suspended until further notice, except for any Public Hearings and special meetings scheduled to take place at the Mahone Bay Legion on March 19, 2020. In-person engagement events have been cancelled, including Town events, workshops, and public information meetings. The Fire Department cancelled bingo at the Fire Hall. Essential Town services will not be interrupted, and staff will continue to monitor phone lines and emails throughout the closure. The Town will not be applying interest to any outstanding accounts for the month of April.

Municipality of the District of Chester (MODC): The office will remain open with only one counter available to the public, and no cash will be exchanged. All recreational programs have been cancelled until June. All meetings will be closed to the public. The upcoming Committee of the Whole meeting will be livestreamed via Facebook. All municipal parks, playgrounds and facilities are closed until further notice. There is no change to waste collection or landfill operations. To schedule a building or fire inspection, or to file a building permit application, people are advised to call the office. As well, people are advised to call the office for development and planning services or to file a development permit application. Any international travel, if any, has been cancelled.

Municipality of the District of Lunenburg (MODL): The offices are closed and all staff are working from home and those who did not have laptops were provided laptops to enable the work to be completed. Senior Management Team will have a conference call daily. All programming at the MARC has been cancelled, and all parks are closed. All municipal and recreation buildings have been closed, and programming cancelled. The trails will not be maintained during the closure. Urgent building inspections will be prioritized and completed, and construction permits will continue to be completed during the closure. Sewage treatment operations will continue, and staff will be put on a rotating schedule. Residents will be asked to pay using alternative measures other than in person at the office. All regular Council and committee meetings will be suspended during this time. The Lunenburg County Lifestyle Centre (LCLC) has cancelled March Break programs and the facility will remain open and assessing as needed.

What REMO will be doing: The EMC will be constantly monitoring the response and sharing information with the AECs, CAOs and Communications. From Councils' perspective updates will come from the CAOs. If there is any information to share or questions to be asked, they are to be sent through the CAOs, who will them forward them to the REMO Coordinator. This allows everyone to get the same information across all municipal units and Ms. Henhoeffer will collect the information and share it or seek responses from the province.

5. BUSINESS ARISING FROM MINUTES

5.1 Response from Minister Hines, Department of Transportation & Infrastructure Renewal re Generator Upgrade for NSCC Lunenburg Campus

Following one of the recommendations during Hurricane Dorian, a letter was sent to the Department of Transportation and Infrastructure Renewal to request a generator be installed at the Nova Scotia Community College Lunenburg Campus as it is the location for emergency

shelter. A response was received from Minister Hines, that a generator will not be purchased and installed for this campus. Ms. Henhoeffer stated that if a shelter was required and there is power, the facility will still be used as a shelter. If there is no power to the facility, smaller generators, light standards, and extension cords, would need to be rented as there is not a facility in Lunenburg County that meets the requirements of a shelter as defined by NS EMO.

A question was raised regarding a shelter during the pandemic and Ms. Henhoeffer responded that the recommendations put out by Public Health and the Province would be followed. A question arose about Comfort Centres, and Ms. Henhoeffer indicated that the Province is allowing 150 people to gather in a location, and, therefore, Comfort Centres can open as and when they wish. It would be up to the Centres as REMO does not enforce when a Comfort Centre opens. That being said, REMO does ask that Comfort Centres advise REMO when they are opening, so a discussion can take place regarding the need in the community. Many Fire Departments have already indicated they are looking at cancelling events, so it is already on many of their radars within their own internal processes.

5.2 2020/21 REMO Budget Approvals from Municipal Units

At this time, MODL and TOMB have approved the REMO budget, and the other units will be presenting to their Councils during the regular budget approval process. This will be brought forward to the next meeting.

5.2.1 Discussion Regarding Narcan Kits

At the last meeting when Ms. Henhoeffer presented the budget, she shared that the Narcan kits expire every two years and this year the money would be reallocated to the website redevelopment. Following the last meeting, the Fire Services Coordinator looked at the expiry date, and it in fact was not two years, it was one year and seven months; therefore, the Narcan kits would expire in the 2020/21 fiscal year. REMAC previously asked that Ms. Henhoeffer find out how many kits had been used, and the Committee was advised that since REMO has provided the kits, zero have been used and in conversation with paramedics in the Province, to their knowledge, no kits have been used by any Medical First Responder Fire Departments. The Fire Services Coordinators also reported that nine kits had not yet been picked up since last August when they were received. Additionally, there is a new opioid that has been uncovered so some Fire Departments have requested that the kits continue to be provided to them. Training also needs to be considered and Ms. Henhoeffer has reached out to Emergency Health Services (EHS), however they use volunteer organizations for training, it would be up to us for the training aspect.

Discussion occurred regarding the kits, the free availability at pharmacies, as well as training for the kits.

Moved by Warden Webber, seconded by Councillor Nowe that the REMO Coordinator order Narcan kits for the Fire Departments and charge each municipal unit for the number of kits received. **Carried unanimously.**

5.3 Comfort Centre and Emergency Shelters Procedures

Ms. Henhoeffer shared that the Municipality of the District of Lunenburg, Town of Mahone Bay, Town of Lunenburg, and the Town of Bridgewater approved the Comfort Centre and Emergency Shelters Procedures, however, the Municipality of the District of Chester deferred the procedures

and asked that Ms. Henhoeffer meet with all the Comfort Centres in MODC to see what their thoughts are on the procedures. These meetings will occur after offices are back up and running and will be brought forward to another meeting.

7. REMO COORDINATOR UPDATES

7.1 Training, Exercises, Speaking Engagement, Activations

7.1.1 WebEOC Training

Ms. Henhoeffer and Rachel Hiltz, AEC, attended the NS EMO training. Ms. Henhoeffer and Ms. Matthews then instructed the AECs, CAOs and Communications staff. Those not able to join the meeting were asked to be instructed by the AEC.

7.1.2 Big Tancook Island Exercise

In February, a tabletop exercise was held on Big Tancook Island with great success and 27 partners/stakeholders were in attendance. Next steps include, the EMC will update the Contingency Plan, hold another meeting to ensure all items were captured, then hold a public meeting.

7.1.3 Red Cross Shelter Exercise

A provincial shelter exercise was scheduled for March 7, 2020 but was cancelled due to a storm and was rescheduled for March 28, 2020. Due to Coronavirus, it was cancelled, and a new date will be set in the fall.

7.1.4 Catastrophic Loss Conference Panelist

Ms. Henhoeffer was asked to fill in, at the last minute, on a panel regarding the Fort McMurray Rebuild.

7.1.5 Drumlin Hills Activation

On February 24, 2020, REMO was asked to stand up the Emergency Coordinator Center (ECC) to assist with an evacuation, get buses, a reception centre and have Red Cross assist. Ms. Henhoeffer also went on-scene to assist the facility with insurance related questions and guidance. She participated in the debrief with Fire, Police and EHS.

8. ADDED ITEMS – NIL

9. IN CAMERA - NIL

10. NEXT MEETING – Tuesday, May 19, 2020 at 1:30 p.m.

11. ADJOURNMENT

There being no further business at 4:24 p.m., it was moved by Councillor Thorburne, seconded by Deputy Mayor Shatford that the meeting adjourn. Motion carried.

GENERAL GOVERNMENT COMMITEEE MEETING RECOMMENDATIONS/NOTICES OF MOTION - APRIL 16, 2020

Draft Council and Committee Meetings Proceedings Policy

Motion: moved and seconded to forward consideration of the revised draft Council and Committee Meetings Proceedings Policy (Schedule "A") to Council for approval. Motion carried.

Revised Work on Private Property Policy

Councillor Bachman agreed to give notice of motion of the proposed new Policy (Schedule "D") at an upcoming Council meeting.

Revised Parking Meter Bylaw

Motion: moved and seconded to recommend to Council adoption of the revised Parking Meter Bylaw (Schedule "E") at an upcoming Council meeting. Motion carried.

GENERAL GOVERNMENT COMMITTEE MEETING MINUTES

THURSDAY, APRIL 16, 2020 AT 5:15 P.M.

(LUNENBURG TOWN HALL)

PRESENT: Deputy Mayor John McGee, Chair
Mayor Rachel Bailey
Councillor Ronnie Bachman
Councillor Danny Croft
Councillor Peter Mosher (6:50 p.m. left)
Councillor Matt Risser

ALSO PRESENT: Heather McCallum, Assistant Municipal Clerk
Bea Renton, Chief Administrative Officer

ABSENT: Councillor Joseph Carnevale

The Deputy Mayor called the meeting to order at 5:18 p.m.

1. Agenda

Motion: moved and seconded to approve the agenda. Motion carried.

2. January 16, 2020 minutes

Motion: moved and seconded to approve the January 16, 2020 meeting minutes. Motion carried.

3. Public Presentations

Nil.

4. Unfinished Business

   a. Draft Council and Committee Meetings Proceedings Policy - February 11, 2020 Council meeting referral for further Committee discussion

The Committee reviewed the draft Policy (Schedule "A") and agreed to make the following revisions: correction of numbering sequence after section 20; deletion of section 55 which is replaced by section 54; the sub-heading "Conduct of Meetings:" will be added to the top of page 11; section 12 - addition of the words at the end of the paragraph "at the upcoming or a subsequent meeting(s)"; section 36 - delete the

sentence “The first degree amendment may have only one amendment known as the second degree amendment pending at one time.”; and section 42 will be amended by deleting the words “the first business”.

Motion: moved and seconded to forward consideration of the revised draft Council and Committee Meetings Proceedings Policy (Schedule “A”) to Council for approval. Motion carried.

b. Draft Committees of Council Policy - February 11, 2020 Council meeting referral for further Committee discussion

The Committee discussed the written comments of Councillor Risser (Schedule “B”) regarding proposed revisions to the draft Policy (Schedule “C”) and general discussion resulting in the following Policy revisions: section 3 - delete in the first sentence the words “or election anniversary after seeking the advice of the General Government Committee.”; section 5 - delete the sentence “The General Government Committee will review and recommend to Council the appointment of qualified resident applicants or non-resident applicants if there are insufficient numbers.”; and additional amendments proposed will be reviewed by the Mayor, Councillor Risser and CAO for redrafting and presentation to the Committee before being recommended to Council for possible adoption.

c. Revised draft Work on Private Property Policy – additional information regarding the difference in water and sewer lateral maintenance responsibilities for the Town

The Committee discussed the additional information regarding laterals responsibility by property owners and the portions the Town is responsible for (Schedule “D”).

Councillor Bachman agreed to give notice of motion of the proposed new Policy (Schedule “D”) at an upcoming Council meeting.

d. Draft revised Parking Meter Bylaw and rate review - Town Solicitor revised draft Bylaw in response to public and other inquiries and rate information

The Town Solicitor gave an overview of the proposed Bylaw amendments to address past parking issues and an overall update (Schedule “E”).

Motion: moved and seconded to recommend to Council adoption of the revised Parking Meter Bylaw (Schedule “E”) at an upcoming Council meeting. Motion carried.

5. New Business

a. Draft revised Solid Waste Management Bylaw – Town Solicitor revised draft Bylaw regarding “bulky waste” amendment requirements

The Town Solicitor reviewed the amendments to reflect the change in solid waste

collection resulting from the recent solid waste collection tender (Schedule "F"). The Committee requested additional Bylaw revisions including: restrictions against garbage boxes being left in front of properties; no provision for oil tank disposal curbside; remove references to 2015 waste management transitions; and any other potential updates in consultation with Region 6 Solid Waste Management staff review for the Committee's consideration at the next meeting.

6:50 p.m. - Councillor Mosher left the meeting.

6. Next meeting dates - Thursdays, July 16 and October 15, 2020 at 5:15 p.m. and a possible earlier meeting date for 2020/21 Grant Applications consideration (TBA)

7. Adjournment

Motion: moved and seconded to adjourn the meeting. Motion carried.

The meeting was adjourned at 6:54 p.m.

_____

Bea Renton, CAO

SCHEDULE "A"

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

PURPOSE

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

DEFINITIONS

2. In this Policy, unless the context otherwise requires:

   (1) **"business day"** means a day when the Town Hall office is open for business;

   (2) **"Chair"** means the presiding officer of the Council or Committee;

   (3) **"Committee"** means a group of individuals appointed by the Lunenburg Town Council to serve on a body that makes recommendations by majority vote to Council. This includes sub-committees and advisory groups;

   (4) **"Council"** means the governing Council of the Town of Lunenburg;

   (5) **"Councillor"** includes the Mayor and all elected Councillors unless the context indicates otherwise;

   (6) **"Legislation"** includes Policies, Bylaws and other relevant Municipal, Provincial and Federal laws or approved documents recognized by Council.

   (7) **"Majority"** means more than one half of those present, unless the context indicates otherwise; and

   (8) **"Motion"** a formal proposal put to a Council or Committee by a mover and seconder decided by majority vote of Council or a Committee.

PROCEDURE

Time, Place, Date and Notice of Meetings

3. Unless otherwise specified pursuant to section 4, regular meetings of Council shall be held:

   (1) at the Lunenburg Town Hall;

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

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

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

(1) by motion or consensus of Council; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Conduct of Meetings: General

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

    (1) open the meeting of Council by taking the chair and calling the Councillors to order if a **quorum** is present;

    (2) declare a meeting dissolved if no quorum has been achieved within fifteen minutes of the scheduled meeting time;

    (3) if the Mayor does not attend within fifteen minutes after the time appointed, the **Deputy Mayor** shall call the Councillors to order and if a quorum is present, shall preside over the meeting or until the arrival of the Mayor;

    (4) in case neither the Mayor nor the Deputy Mayor (or Committee Chair as applicable) is in attendance within fifteen minutes of the appointed time, the Clerk shall call the Councillors (or Committee members as applicable) to order if a quorum be present, and the Councillors shall choose a Chair who shall preside over the meeting or until the arrival of the Mayor or the Deputy Mayor;

    (5) if there is no quorum present within fifteen minutes after the time appointed for the meeting or a quorum is lost during a meeting, the Clerk shall take down the names of the Councillors then present and the Council meeting shall stand adjourned until the next regular Council meeting;

    (6) determine whether a quorum can still be achieved to conduct Council business if an interest is declared by a Council member(s) with reference to the **Municipal Conflict of Interest Act**;

    (7) receive and submit to Council **motions** properly presented by a Councillor;

    (8) put to a **vote** a question which is regularly moved and seconded or necessarily arising in the course of the proceedings and to announce the result of the vote;

    (9) preside over Councillors, when engaged in debate, within the rules of conduct of debate;

(10) enforce on all occasions, the observance of order and decorum, except with concurrence of Council to relax the rules;

(11) call by name any Councillor persisting in a breach of the rules of order of Council thereby ordering him or her to vacate the Council Chambers;

(12) inform the Council when necessary, or when referred to, on a point of order;

(13) permit the Chief Administrative Officer to speak on any point upon request pursuant to the MGA;

(14) permit relevant questions to be asked through the Chair of any official or employee of the Town, or any member of the public in attendance, to provide information to assist any Council debate; and

(15) adjourn the meeting when the business is concluded or, when an adjournment time has been set and approved by majority vote or consensus, when the adjournment time has been reached, except when it is extended by unanimous consent. Meetings should not exceed a maximum duration of three hours or 10:00 p.m. whichever occurs first,

(16) at which time they will be adjourned until the next meeting of Council.

11. At Council meetings, unless a majority consents to a different order for that meeting, **Council shall conduct business in the following order**:

(1) call to order;

(2) acknowledgement of Mi'kma'ki, the ancestral and unceded territory of the Mi'kmaq People;

(3) approval of agenda, including additions or deletions;

(4) approval of minutes from the previous meeting;

(5) public hearings, presentations and questions;

(6) consideration of correspondence, petitions and proclamations;

(7) business arising from the minutes;

(8) consideration of committee recommendations, minutes, reports and notices of motions;

(9) new business;

(10) in camera business;

(11) in camera notices of motion and recommendations; and

(12) adjournment.

12. Five business days before a Council meeting, a Councillor or member of the public may request of the Mayor and Clerk to **add a Council agenda** item with relevant and sufficient particulars and supporting documentation which the Mayor shall in consultation with the Clerk determine to which Council or Committee meeting the agenda the item shall be added at the upcoming or a subsequent meeting(s).

13. (1) Alternatively, a Councillor may give **notice of motion to add an agenda item** at a Council meeting which shall be:

    a. be in writing;

    b. include the name of the mover;

    c. be received by the Clerk at a regular meeting of the Council; and

    d. be printed in full in the agenda for the next regular meeting and each successive meeting of the Council until considered or otherwise disposed of.

    (2) When a Councillor's motion has been called at two successive meetings of the Council and not proceeded with, it shall be deemed to have been withdrawn and be removed from the agenda unless the Council otherwise decides.

    (3) The mover may withdraw a notice of motion at any time prior to the commencement of debate thereon.

    (4) Council may waive notice of motion on a two-thirds vote of the Council members present and voting except for Policy and Bylaw matters.

    (5) A point of order or personal privilege may be introduced without written notice and without leave.

    (6) The following motions may be introduced without notice and without leave:

    a. a motion to adjourn;

    b. a motion to call for the question;

    c. a motion to refer;

    d. a motion to table or to defer to a day certain;

    e. an amendment to a motion;

    f. a motion to suspend a rule of procedure;

    g. a motion to convene in camera; or

    h. any other procedural motion.

14. The Mayor and Clerk shall confer on the Council **agenda content and format** before it is circulated a minimum two business days before the meeting if possible. The agenda will be accompanied with an **agenda package** containing meeting materials in the agenda sequence.

15. The Chair shall decide all questions of order or procedure subject to an **appeal** to the Council.

16. Every Councillor, prior to **speaking on any question or motion**, shall raise a hand and wait to be recognized by the Chair. When two or more Councillors raise their hands to speak, the Chair shall designate the Councillor who has the floor who, in the opinion of the Chair, first raised their hand.

17. No Councillor shall speak more than ten minutes upon any matter at one time, without the leave of the Chair.

18. During a meeting Council may **recess** for short periods or move to another place, without ending the meeting.

19. At regular meetings of Council, except when Council resolves to defer approval of minutes for a maximum of one additional meeting, the **minutes** of the last preceding regular meeting and subsequent special meetings shall be reviewed and after all necessary corrections and amendments have been made and the minutes approved, the approved minutes shall be entered in the minute book of the proceedings of Council and such entry shall conclusively constitute the minutes of Council.

20. The minutes shall be kept by the Clerk and shall:

    (1) record the time when any Councillor joins or leaves a meeting which is in progress;

    (2) contain all resolutions, decisions by consensus and motions, with the name of the movers and seconders except Committee meetings, and shall record the outcome of each vote; and

    (3) mention reports, petitions and other papers submitted to Council only by their respective titles, or a brief description of their contents, which may be attached in full to the minutes as determined relevant by the Clerk.

Conduct of Meetings: Motions and Voting

21. The Chair shall state every **question** properly presented to Council if no Councillor offers to speak, the Chair shall put the question, after which no Councillor shall be permitted to speak upon it.

22. The usual form of voting on any question shall be by the Chair calling for "yeas" and "nays", but any Councillor, before or after a voice vote can call for, and obtain through the Chair, a show of hands.

23. The Mayor and every Councillor who is present when a motion is put, shall vote thereon unless the Councillor has declared an interest in the motion. A failure to expressly signal a “yea” or “nay” or raise one’s hand shall be deemed to be a “nay” vote. A tie vote results in the motion being defeated.

24. A motion must be seconded and then repeated by the Chair or read aloud by the Clerk before it is debated. The Chair may direct that the motion be put in writing, repeated, displayed or read aloud by the Clerk before it is debated or voted on.

25. After reading of a motion by the Chair or Clerk, it shall be open for discussion. The motion is deemed to be in the possession of Council at this time.

26. A motion which has been seconded and stated by the Chair may at any time before the Council has voted on it be **withdrawn** by the mover with the unanimous consent of Council.

27. When any question is before the Council, the only motions in order shall be:

    (1) a motion to amend the original motion;

    (2) a motion to refer the question, including the motion and amendment if one is moved, to any Committee;

    (3) a motion to defer the consideration of the question either indefinitely or to a specified time;

    (4) a motion to close the debate at a specified time; and

    (5) a motion that the question be put to a vote.

28. A motion

    (1) that the debate be closed at a specified time; or

    (2) that the question be put to a vote,

    shall be put to a vote without further amendment or debate, but a motion that the question be put to a vote shall not be in order until every Councillor who has not spoken on the question and claims a right to speak has been heard.

29. When the question before Council contains two or more distinct propositions upon request of any Councillor a vote upon each proposition may be taken separately in such order as determined by the Chair.

30. After a question is finally put by the Chair, no Councillor shall speak to the question nor shall any other motion be made until after the result of the vote has been declared.

31. Whenever the Chair is of the opinion that a motion is out of order, or contrary to legislation, the Chair shall immediately advise the Councillors thereof. If there is no appeal to Council, or if the Chair is sustained on an appeal, the question shall not be put.

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

    (1) when a Councillor is in possession of the floor;

    (2) when the "yeas" and "nays" are being called for a vote;

    (3) while Councillors are voting; or

    (4) when the adjournment was the last preceding motion.

33. The following questions shall be decided without debate:

    (1) all motions as to priority of business or as to the suspension of the order of the day;

    (2) a motion to allow any person other than Councillors to address Council;

    (3) a motion to postpone to a specified time or day;

    (4) a motion to lay on the table (suspend consideration of a pending motion); and

    (5) a motion to adjourn.

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

35. (1) A motion to rescind shall not be made at the same meeting when the matter is decided, but may be put once at any subsequent meeting by giving prior notice of motion to rescind if the action or direction of Council has not already been completed.

    (2) A motion to rescind may be put by any Councillor regardless of how they voted on the original matter.

    (3) At a subsequent meeting of Council, the giver of such notice, or in that Councillor's absence any other Councillor on the Councillor's behalf, may put forward the motion of rescission.

    (4) A motion to rescind must be seconded.

    (5) A motion to rescind is debatable as to the merits of the question which is proposed to be rescinded.

    (6) A motion to rescind is amendable.

    (7) A motion to rescind shall be passed by a majority of the Councillors present and voting.

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

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

37. The following matters are not eligible for reconsideration:

    (1) a motion approving the first or second reading of a By-Law enactment, amendment or repeal;

    (2) a motion to decide upon a matter which was the subject of a statutory hearing by Council;

    (3) a matter that has already been reconsidered; and

    (4) a vote to reconsider.

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

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

Conduct of Meetings: Points of Order

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

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

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

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

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

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

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

46. If the Councillor refuses to leave the Councillor's seat, the Chair may order the Councillor to be expelled from the Council Chambers. Such Councillor may, by vote of Council be permitted to resume their seat with or without conditions.

47. Persons who are not Councillors, officers or employees of the Town shall observe silence and order in the Council Chambers, unless given permission to speak by Council. Any such persons disturbing the proceedings of Council shall be called to order by the Chair and, if they fail to comply, shall be ordered, by the Chair to be expelled from the Council Chambers, provided that a majority vote of Council shall be required to have the expulsion extended to additional meetings. Such member of the public may, by vote of Council be permitted to re-enter Council Chambers with or without conditions.

48. An order of the Chair to expel a person from the Council Chambers pursuant to this part of the Policy constitutes a direction from the Town to leave the premises for purposes of the Protection of Property Act and other applicable laws.

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

49. Any Councillor may raise a **question of privilege** relating to the rights of the Council as a whole or of individual Councillors, in which the former take precedence over the latter. A question of privilege must be disposed of before the matter under consideration is proceeded with.

50. Questions of privilege may relate to matters including: the comfort of Councillors with respect to heating, ventilation, lighting, noise, other disturbances, and anything which otherwise encumbers their ability to participate fully in Council proceedings; the conduct of officers, employees, and visitors; the accuracy of published reports of proceedings; or to any other such matters that may infringe upon the established rights of Council as a whole or of individual Councillors.

51. The Councillor raising a question of privilege shall either state the infringement on their privileges and request that the Chair remedy such infringement or make a motion addressing the question of privilege to the Council. The Chair will rule on whether the matter is a question of privilege to be immediately disposed of. Decisions of the Chair on questions of privilege are not debatable but are appealable to Council by any Councillor.

52. If the Chair rules in favour of a question of privilege or Council overrules a negative ruling by the Chair then the infringement will be dealt with or the motion regarding the question put before the Council for debate.

53. Once a question of privilege has been disposed of, the normal business of the Council shall be resumed at the point at which it was interrupted.

54. Any Councillor may make a parliamentary inquiry to the Chair to obtain information on a matter of parliamentary procedure or of the applicable legislation and motions bearing on the business at hand. It is the Chair's duty to answer such questions when it may assist the Councillor to make an appropriate motion, raise a proper point of order, or understand the parliamentary situation or the effect of a motion.

55. Any Councillor may make a request for information either to the Chair or through the Chair to another Councillor, employee, or other relevant person to obtain information relevant to the business at hand but not related to parliamentary procedure.

56. Any of the rules of order may be suspended in its operation by the unanimous consent of the Councillors present.

57. If any question arises that is not provided for by applicable legislation or the foregoing rules, it shall be decided by the Chair in accordance with the latest available version of Roberts Rules of Order.

58. Policy #88 Council Meeting Policy is hereby repealed.

Clerk's Annotation For Official Policy Book

Date of Notice to Council Members of Intent to Consider:

Date of Passage of Current Policy:

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

_____ _____

Municipal Clerk Date

2.7. Board Committee Principles

Schedule "B"

Board committees, when used, will be assigned so as to reinforce the wholeness of the Board's job and so as never to interfere with delegation from the Board to the Manager.

2.7.1. Board committees are to help the Board do its job not to help or advise the staff. Committees ordinarily will assist the Board by preparing policy alternatives and implications for Board deliberation.

2.7.2. Board committees may not speak or act for the Board except when formally given such authority for specific and time-limited purposes. Exceptions and authority will be carefully stated in order not to conflict with authority delegated to the Manager.

2.7.3. Board committees cannot exercise authority over staff. The Manager works for the full Board, and will therefore not be required to obtain approval of a Board committee before an executive action.

2.7.4. Board committees are to avoid over-identification with organizational parts rather than the whole. Therefore, a Board committee that has helped the Board create policy on some topic will not be used to monitor organizational performance on that same subject.

2.7.5. Committees will be used sparingly and ordinarily in an ad-hoc capacity.

2.7.6. This policy applies to any group that is formed by Board action, whether or not it is called committee and regardless of whether the group includes board members. It does not apply to committees formed under the authority of the Manager or staff.

Schedule "C"

Draft revisions of GG Committee
GG Jan 16/20

TOWN OF LUNENBURG PROCEDURAL POLICY # - COMMITTEES OF COUNCIL

PURPOSE

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

PROCEDURE

2. The following provisions shall apply to all Committees established by this Policy, except where this Policy, another Town Policy, Bylaw or the Municipal Government Act specifically provides otherwise.

3. Committee membership shall be annually reviewed by Council within three months following each municipal general election or election anniversary after seeking the advice of the General Government Committee. Council may also replace at any time Committee members who resign or who, in Council's opinion, are unable or unwilling to discharge their duties, or who fail to attend diligently to the Committee's affairs or otherwise to seek a change in Committee composition. Council shall also appoint such members of external Committees and Boards (Schedule "A" chart updated from time to time by motion of Council) as it is authorized to do under Town or Provincial legislation and inter-governmental agreements.

4. The Mayor shall be an *ex officio* member of any Town Committee to which the Mayor is not already appointed and may fully participate but may only ~~and~~ vote at these meetings if it is necessary to achieve a quorum.

5. Council may seek unelected resident Committee members as set out in this Policy by advertising same on an annual basis or such other interval as Council determines by motion from time to time. The General Government Committee will review and recommend to Council the appointment of qualified resident applicants or non-resident applicants if there are insufficient numbers. Council will select unelected Committee appointments by ballot.

6. The Mayor shall recommend to Council the annual appointment of Councillors to Committees and external Boards for approval by motion of Council.

7. Committee members shall be reimbursed their reasonable expenses for attending Committee meetings held outside the Town at such rate as prescribed by Town Policy #86 Council and Management Expense and Hospitality Claims.

8. Committee and external Board members are entitled to an annual honourarium set out in Town Policy #56 Council and Committee Member Honourarium.

9. Council shall appoint a Council member to serve as Chair of each Committee after seeking the advice of the Mayor in consultation with the General Government Committee except as stated herein. The Chair shall be entitled to speak and to vote on any motion before their Committee(s). Subject to the other provisions of this Policy, the Chair shall also have the powers and responsibilities at Committee meetings that are conferred upon the Chair at Council meetings pursuant to the Town's Bylaws and Policies with any necessary modifications for context. If the Chair is absent from a meeting, the Committee members may elect a Chair pro tempore for that meeting who shall have the same authority as the Chair for the duration of this meeting only.

10. The Chief Administrative Officer or their designate shall serve as Committee Secretaries, with a voice relating to procedural matters, but no vote. The Committee Secretary shall prepare, maintain and circulate Committee agendas, minutes and other relevant records.

11. Committees shall meet at such time and place as annually determined by Council and at such other time and place as Council and/or Committees may determine to accomplish Committee objectives.

12. Committees may utilize the following Town resources to accomplish their mandate unless the CAO or Council determine that there are insufficient resources:

    (1) Town staff advice and support;
    (2) Town's facilities and supplies for meetings, photocopying, postage and other administrative needs reasonably necessary and budgeted for to achieve the Committee's mandate;
    (3) external services reasonably necessary and budgeted for to achieve the Committee's mandate; and
    (4) such other resources reasonably necessary and budgeted for to achieve the Committee's mandate.

13. A Committee cannot take action on any matter which Council has not previously delegated the authority to it. A Committee may only make recommendations to Council to take action.

14. All Committee meeting minutes, and records shall be open to the public except as expressly authorized by law.

15. A quorum of the Committee shall be the same as that which applies to Council pursuant to provincial legislation, with any necessary changes for context, e.g., section 4 herein.

16. Each Committee member, including the Chair, shall have one vote and there shall be no proxy voting or alternate voting.

17. Subject to the other provisions of this Policy, the rules of procedure, conduct and debate that apply at Council meetings pursuant to Council and Committee Meetings Proceedings Policy and other relevant Town Policies, apply at Committee meetings with any necessary modifications for context, except that no notices of reconsideration shall be permitted at Committee meetings.

18. In the event a Committee fails to provide a recommendation to Council within a deadline set by Council, Council may proceed with a decision regarding a matter within the Committee's mandate without awaiting the Committee's recommendation.

19. Committee meetings shall be held in public unless the Committee needs to meet in camera in accordance with the Municipal Government Act.

20. Council hereby confirms the following standing Committees and their respective responsibilities and relevant membership provisions as described.

<u>General Government Committee</u>

21. The responsibilities of the General Government Committee are to:

    (1) Discussion, consideration, advise and make recommendations to Council concerning the affairs of the Town that may come before Council, in advance of Council making decisions or taking action on such matters, except where Council determines that consideration by the Committee is unnecessary or inadvisable, and except that the following matters shall normally be dealt with by Council without having to be forwarded to the General Government Committee for its recommendations:
        (a) correspondence;
        (b) reports and recommendations from other committees of Council;
        (c) planning matters;
        (d) first or second reading of By-Law enactments, amendments or repeals; and
        (e) matters which are the subject of a statutory hearing by Council.
    (2) Make recommendations for Council Committees and external Boards;
    (3) Oversight of the Town Bylaws and Polices review;
    (4) Review and recommend the General Government Services budget to Council;
    (5) Consider annual Town grant applications and recommend same to Council; and
    (6) Take such other action not inconsistent with this Policy that the Committee reasonably deems necessary to carry out its mandate in accordance with Town Policies and Bylaws and the Municipal Government Act.

22. The Chair of the General Government Committee is the Deputy Mayor.

23. The General Government Committee consists of all Council Members, and membership on the Committee automatically extends to Council Members, without the necessity of formal appointment by Council, and automatically terminates when the person is no longer a Council member.

<u>Audit Committee</u>

24. The responsibilities of the Audit Committee are:

    (1) A detailed review of the Town financial statements with the Town Auditor;
    (2) An evaluation of Town internal control systems and management letter with the Town Auditor;
    (3) A review of the conduct and adequacy of the audit;
    (4) Consideration of such matters arising out of the audit as may appear to the Audit Committee to require investigation;
    (5) Review of other matters as may be determined by Council to be the duties of the Audit Committee and any other matters; and
    (6) Take such other action not inconsistent with this Policy that the Committee reasonably deems necessary to carry out its mandate in accordance with Town Policies and Bylaws and the Municipal Government Act.

25. The Audit Committee shall be comprised of all members of Council and a minimum of one resident at large appointment who is not a member of Council or staff. Resident appointees shall possess knowledge and understanding of financial and investment matters as evidenced in their Committee application form.

26. Council shall advertise for resident Audit Committee applications before December 31. The resident Committee member(s) shall be annually appointed by Council no later than January 31. Resident Committee appointments shall be for a minimum ~~of one~~ two year term~~s~~ as determined by Council motion.

27. The Chief Administrative Officer (CAO), Finance Director and Accountant shall be non-voting members of the Audit Committee. Through the CAO the Committee may request additional members of the Town's senior management staff to attend Committee meetings.

28. The Audit Committee Chair shall be a member of Council annually appointed by Council no later than January 31 of each year. The Committee Chair will make periodic reports to Council on matters relating to the Committee's work progress.

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

30. The Committee may also meet with the Town Auditors as it deems appropriate to consider any matter that the Committee members, Council or Auditors determine should be brought to the attention of Council.

Heritage Advisory Committee

31. The Town's Heritage Property Bylaw #43. and Provincial Heritage Property Act establishes the responsibilities of the Heritage Advisory Committee as follows which are not modified by this Policy, except the extent to which the additional Committee procedural matters apply:

(1) The Heritage Advisory Committee may advise Town Council respecting:

(a) the inclusion of buildings, streetscapes and areas in the Town Registry of Heritage Property;
(b) an application for permission to alter substantially or demolish a Town Heritage Property;
(c) building or other regulations that affect the attainment of the intent and purpose of the Heritage Property Act; and
(d) any other matters conducive to the effect of carrying out the intent and purpose of the Heritage Property Act.

32. The Heritage Advisory Committee is comprised of six members, all of whom shall be residents of the Town, annually appointed by Council for a two year term. Two members of the Committee shall be members of Council, two shall be members of the Lunenburg Heritage Society or individuals who have otherwise demonstrated active concern for the preservation of buildings of historic significance, and two members of the Committee shall be appointed at large.

Planning Advisory Committee

33. The Municipal Government Act provides that the responsibilities of the Planning Advisory Committee are to advise Council respecting the preparation and amendment of planning documents and general planning matters. This includes the preparation, amendment and review of the Town's Municipal Planning Strategy, Land Use By-law and Subdivision By-law and all other planning matters.

34. The Planning Advisory Committee is comprised of at least four residents appointed for two year terms and three Council members as determined by Council.

Protective Services Committee

35. The Protective Services Committee responsibilities relate to fire protection including oversight of the volunteer firefighting force and their training, buildings and equipment, fire alarm systems, fire investigations and prevention, water supply and hydrants and Fire Protection Services budget matters.

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

Recreation/Lunenburg War Memorial Community Centre Committee

37. The responsibilities of the Recreation/Lunenburg War Memorial Community Centre Committee are to:

(1) advise Council on matters affecting the development and maintenance of Town recreational facilities, programs and services;
(2) encourage a healthy ad active community to improve the quality of life for residents and visitors; and
(3) provide Council with input on the development of policies and plans related to community recreation opportunities.

38. The Recreation/Lunenburg War Memorial Community Centre Committee is comprised of four members of Council, three ~~unelected Town~~ residents who are appointed for two year terms, and one Municipality of the District of Lunenburg Council member.

Public Infrastructure and Utilities Committee (TBA)

Special Committees

39. Town Council may establish Special Committees at any time as deemed necessary concerning any matter which is within Council jurisdiction. Council in establishing a Special Committee shall approve the terms of reference, termination date and such other provisions as Council determines relevant to the creation, role, responsibilities and dissolution of Special Committees.

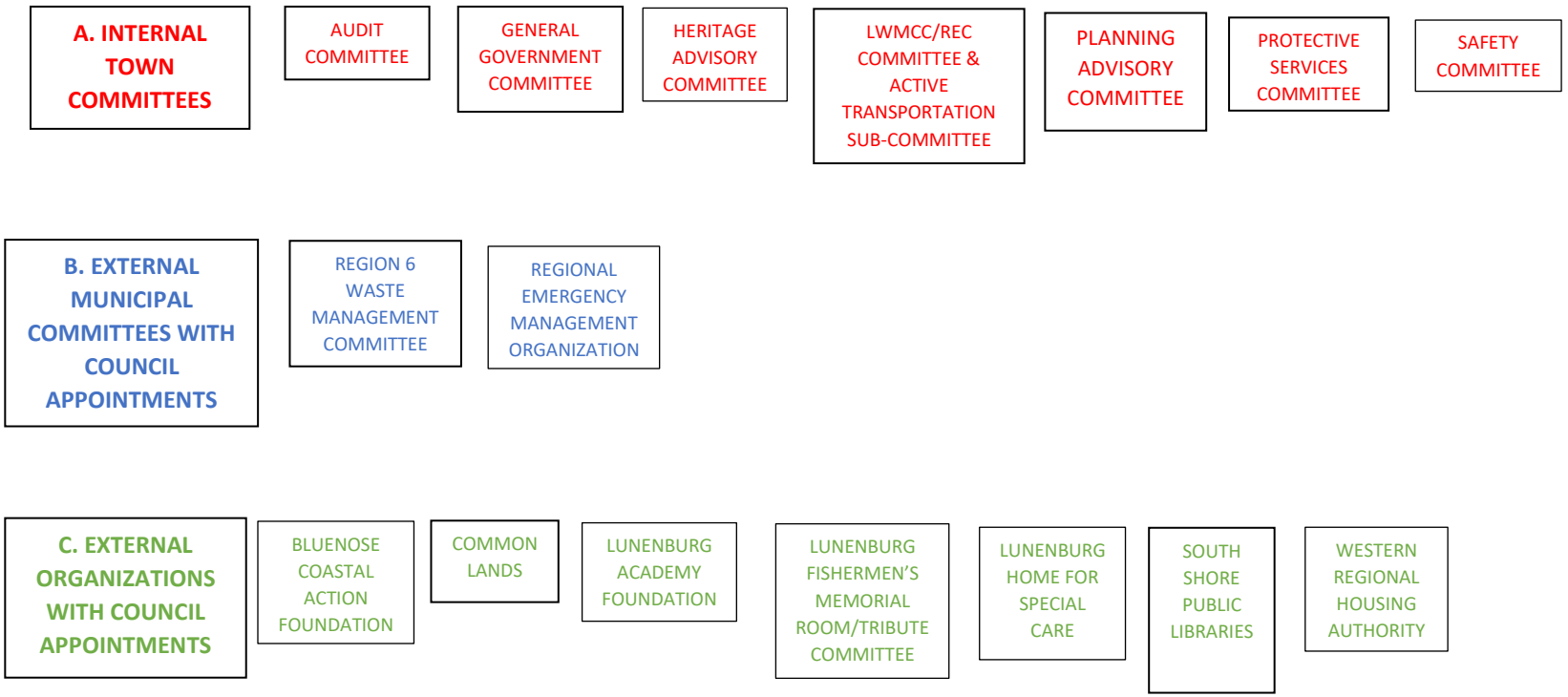
40. The general provisions of this Policy shall also apply to Special Committees.

41. A Special Committee shall consist of at least two Council members, one of whom shall be the Chair.

42. When a Special Committee has completed its work, made its report and Council has made a final decision about the report, the Special Committee shall automatically dissolve if it was not previously terminated in Section 39 herein.

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

TOWN OF LUNENBURG – COMMITTEE STRUCUTRE



Note:

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

Special Committees of Council are also established from time to time for specific purposes.

Revised: June 2019

K:\PRESENTATIONS\New Committee.docx

Schedule"D"

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

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

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

Document No: #4
Meeting: Jan 16/20 GG
Circulate to: Council, PB, PB, IT, LD
File: Policies

M E M O R A N D U M

TO: **GENERAL GOVERNMENT COMMITTEE**

FROM: **BEA RENTON, CAO**

DATE: **JANUARY 2, 2020**

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

1. FACTS

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

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

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

Motion carried.

2. ISSUES AND OPTIONS ANALYSIS

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

A revised Policy is attached for Council consideration.

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

3. FINANCIAL IMPACT

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

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

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

4. STRATEGIC PLAN RELEVANCE

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

5. RECOMMENDATION AND DRAFT MOTION

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

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

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

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

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

#6. TOWN OF LUNENBURG POLICY

WORK ON PRIVATE PROPERTY

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

ELECTRIC LIGHT DEPARTMENT

1. For use of Electric Light Department, Personnel, Truck and Materials on Private Property the established charge out rates will apply. This will include costs to maintain private street lights, post hole digging and trimming of trees, unless the trees are fouling power lines - for this work there will be no charge.

2. Hanging of Flags, Banners and other related work in support of the L.B.A. and the various Festivals will be at no charge when approved by Council.

PUBLIC WORKS DEPARTMENT

1. For use of Public Works Department, Personnel, Truck and Materials on Private Property the established charge out rates will apply.

    a) This will include costs to repair or replace existing culverts and new culverts;

    b) This will include the costs to install water and sewer services, and to repair sewer services on Town Property; and

    c) The repair to a water service on Town Property will be carried out at no cost to the property owner.

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

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

b) Town materials will be sold to property owners only as time permits, if supplies are available. These supplies will include small quantities of gravel (4 yards) and sewer and water supplies.

3. Brush and limbs will not be picked up by Town Forces - will be picked up with regular garbage pick up.

   Leaves will be picked up by Town Forces if they are properly bagged.

4. Maintenance of driveway and walkway entrances from the travelled portion of streets to the street line will be the responsibility of the property owner unless damage is created by street drainage.

5. No private work will be performed outside the Town limits except sewer and water connections to Town services as approved by Town Council and scheduled by the Town Engineer.

6. No plowing, sanding or salting of private roads will be carried out by Town Forces unless approved by Town Council and will be carried out at rates established by Town Council.

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

#22. TOWN OF LUNENBURG POLICY

WORK ORDERS AND PAYMENT FOR WORK PERFORMED BY ELECTRIC LIGHT DEPARTMENT AND DEPARTMENT OF PUBLIC WORKS ON BEHALF OF PRIVATE COMPANIES AND INDIVIDUALS

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

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

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

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

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

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

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

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

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

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

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

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

Exception - Turning Water On/Off

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

Revised draft
January 2, 2020

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

PURPOSE

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

ELECTRIC UTILITY

2. The Town's Electric Utility provides private street light maintenance in accordance with Policy #10 Private Street and Yard Lights.

3. The Town's Electric Utility will only provide such other private property work as is permitted by the Town's Electric Utility Regulations and its Nova Scotia Power service arrangement.

PUBLIC WORKS DEPARTMENT

4. The Town's Public Works Department will only provide, install, repair or replace new and existing culverts to access private property in accordance with Policies #48. Ditch and/or Culvert Systems and #78. Driveway Access if work scheduling allows. Such work will be charged at the applicable Town charge out rates for supplies, equipment and services as set out in sections 10 and 11 herein. Otherwise the Town Engineer or designate shall advise the private property owner that they must select a private contractor to perform the work whom the Town Engineer or designate will approve in advance of the work. The Town Engineer or designate will inspect the work the authorized private contractor has done to determine if it is satisfactory or it shall be redone to meet their approval at the private property owner's expense.

5. Installation, repair or replacement of new and existing water and sewer laterals work shall be done in accordance with Policy #3. Installation/Repairs to Sanitary Sewer, Storm Sewer and Water Laterals which shall be done at the Town's cost. The private property owner is responsible for arranging and private contractors authorized by the Town Engineer or designate to do water lateral work from their building to the street right of way and sewer laterals from their building to the sewer main. The Town Engineer or designate will inspect the work the authorized private contractor has done to determine if it is satisfactory or it will be redone to meet their approval at the private property owner's expense. The Town is responsible for the remainder portions of these laterals.

6. No additional private work will be performed inside or outside Town limits except as approved by Town Council, Town Engineer or designate and Town insurer in advance of such work being done at the applicable Town charge out rates.

7. No plowing, sanding or salting of private roads will be done by the Town unless approved in advance by Town Council, Town Engineer or designate and charged out at the applicable rates established by Town Council.

8. No Town equipment including but not limited to motor vehicles, backhoe, plumbing supplies, pumps, etc. and supplies, e.g., gravel, salt, etc. will be rented, loaned or sold to any private property owner. These items are for Town use or authorized Town personnel only in accordance with this Policy, Policy #91 Town Equipment Loan and Use and the Town Personnel Policy.

9. The maintenance of driveway and walkway entrances from the travelled portion of streets to the street line will be the responsibility of adjacent private property owners unless damage is created by street drainage or snow and ice removal by the Town which shall be repaired by the Town at its cost.

10. To reduce administration costs for smaller private jobs, any charges for private property owners totalling $200 or less, plus HST, must be pre-paid. A Town Work Order describing the work to be performed will be completed in duplicate and signed by the Town Engineer or designate. The private property owner will be given a copy to deliver to the Corporate Services Department where the private property owner will be required to pay in full prior to any work being performed. A receipt will be issued to the private property owner when the amount is paid for presentation to the Town Engineer or designate to schedule a time when the private property work can be performed.

11. Any private work in excess of $200, plus HST, may be completed on an account billing basis through the Corporate Services Department. The Town Engineer or designate will complete a Town Work Order estimating the cost of the work to be performed and terms of payment for which a 50% deposit is required by the Finance Director or designate. No work is to be performed before a signed Work Order is completed, signed by the private property owner and the 50% deposit paid. When the work is completed the Town Engineer or designate will complete the Town Work Order listing the actual time, equipment and materials used and forward it to the Finance Director who will calculate the final invoice providing the private property owner thirty days in which to pay it in full.

12. This Policy repeals and replaces Policy #6. Work on Private Property and Policy #22. Work Orders and Payment for Work Performed by Electric Light Department and Department of Public Works on Behalf of Private Companies and Individuals.

Schedule "E"

Burke, Macdonald & Luczak
Barristers & Solicitors

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

April 17, 2020

Bea Renton
CAO
Town of Lunenburg

Via Email

Dear Bea:

Re: Amendment to Parking Meter Bylaw

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

Kindly advise whether the form is now satisfactory.

Yours very truly,

BURKE, MACDONALD & LUCZAK

Patrick A. Burke, Q.C.
PAB/js
Encl.
Cc

Z:\PAB - WIP\1 - OPEN\4 - Town Files\Town - Amendment to Parking Meter Bylaw 2019\Letters\Letter to Bea April 17, 2020.docx

BY-LAW NO. 20

A BY-LAW RESPECTING PARKING METERS

Short title

1. This By-Law shall be known as and may be cited as the "Parking Meters By-Law".
Interpretation

2. In this By-Law:

   i. "Commercial Motor Vehicle" ~~shall have the meaning assigned to~~ means a commercial motor vehicle as defined in the Motor Vehicle Act ~~R.S.N.S. 1989 Chapter 293 as amended~~;

   ii. "Council" means the Town Council of the Town of Lunenburg;

   iii. "Motor Vehicle" shall have the meaning assigned to motor vehicle by the definitions in the Motor Vehicle Act ~~R.S.N.S. 1989 Chapter 293 as amended~~;

   iv. "Motor Vehicle Act" means RSNS 1989 Chapter 293 as amended;

   v. "Parking Meter" means a mechanical or electronic device that indicates a period of time shall be purchased by payment, during which parking is permitted in the parking space to which the meter relates; ~~device or devices which shall indicate the length of time during which a motor vehicle may be parked in a particular parking space and the charge or charges therefor and shall have as a part thereof a receptacle or chamber for receiving coins of Canadian money, a slot or place in which said coin or coins may be deposited, a time mechanism to indicate the passage of the interval of time during which parking is permissible in such a parking space and which shall also display an appropriate signal to indicate when the aforesaid interval of time has elapsed; and~~

   vi. "parking space" means a space for parking a motor vehicle controlled and regulated by a parking meter;

   vii. "Peace Officer" means a police officer, or a special constable appointed by the Police Act, SNS 2004 C. 31 as amended; and

   viii. "Town" means the Town of Lunenburg.

Purchase or lease of meters

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

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

~~Current meters~~

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

~~Additional meters~~

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

4.

(1) Placing of Parking Meters

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

(2) Relation of meters to spaces

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

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

Enforcement and Administration:

5.

(1) It shall be the duty of all members of the RCMP policing the Town of Lunenburg, [as well as all Special Constables whose powers and/or duties include the enforcement of this By-law] to enforce the provisions of this By-law.

(2) The installation, operation, maintenance, location and removal of all parking meters in the Town shall be under the authority of the Town Council and under the management, supervision and direction of the Town Engineer of the Town.

Spaces to be marked

6. Parking spaces shall:

(1) be of sufficient size to accommodate one passenger motor vehicle; and

(2) be marked off by painted lines or other means, adjacent to the curb or sidewalk or edge of the roadway of the streets upon which parking meters are installed, and marked off by painted lines or other means in any parking ground upon which parking meters, are installed.

7.

(1) Vehicles shall be parked within the bounds of the parking space.

(2) Notwithstanding subsection (1), where the dimensions of a motor vehicle are such that it exceeds the size of the parking space, the motor vehicle may occupy more than one parking space, but coin deposit must be placed by the driver in all applicable meters.

(3) it shall be an offence and a violation of the Bylaw for any driver to park or leave standing any motor vehicle beyond the lines or markings of the parking space except as provided for in subsection (2) of this section.

(4) Not more than one motor vehicle shall be parked in any parking space.

~~**Placing of meters**~~

~~8.~~

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

~~**Twin meters**~~

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

~~**Relation of meters to spaces**~~

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

~~Collection~~

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

~~Use of monies~~

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

Sign on meter

8.

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

Time indicator

(2) When in operation, each parking meter shall indicate either by a dial and pointer or a digital display, the period of time acquired by coin deposit during which parking is permitted in the parking space to which such meter relates, and shall upon the expiration of the period of time permitted for parking indicate either that parking in such parking space is in violation of this By-Law or provide that the word "violation" or "expired" or "time expired" is visible in the observation window of the parking meter or where the meter has a digital display show a reading of "00:00".

(3) Each parking meter shall bear thereon directions indicating the days and hours when the requirement to deposit coins therein shall apply, the value of the coins to be deposited, and the limited period of time for which parking is lawfully permitted in the parking space to which such meter relates.

(4) Depositing excess coins in a parking meter shall not give credit for any additional time beyond the maximum time illustrated on the said parking meter.

(5) Only coins which are lawful money of Canada shall be deposited in a Parking Meter.

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

Fees

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

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

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

Restriction

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

Offence

11.

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

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

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

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

Commercial

12.

(1) Notwithstanding any other provision of this By-law, the driver of a commercial motor vehicle, may park or leave such commercial motor vehicle standing in any parking space for the purpose of loading or unloading goods, wares, merchandise, materials or passengers for any period of time not exceeding thirty minutes, without depositing any coin or coins in the parking meter relating to such parking space.

(2) It shall be an offence and a violation of this By-Law for the driver of a commercial motor vehicle:

(a) to park or leave same standing in any parking space for any period of time in excess of thirty minutes; and

(b) notwithstanding subsection (1) of this section, to fail to comply with the direction set forth on the parking meter relating to such parking space;

Maximum Time

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

Offence

14.

(1) It shall be an offence and a violation of this By-Law for a driver of a motor vehicle to permit the same to be parked or left standing in any parking space while the word "violation" or "expired" or "time expired" is visible in the observation window of the parking meter relating to such parking space or where the meter has a digital display reading "00:00", unless such motor vehicle is parking pursuant to the provisions of section 12 herein.

(2) It shall be an offence and a violation of this Bylaw for the driver of a motor vehicle to park or leave standing the motor vehicle in a parking space if a period of time has not been purchased from the parking meter.

Slugs prohibited

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

Penalty

16.

(1) Any person alleged to have violated this By-law [other than section 20 hereof] shall be given notice by a ticket left on the motor vehicle for each offence.

(2) A person who contravenes any section of this By-law [other than section 20 hereof] is liable upon summary conviction to a penalty of ~~twenty~~ thirty dollars ~~($20.00)~~ ($30.00). A person who is alleged to have violated the Parking Meter By-law and is given notice of the alleged violation may pay a penalty in the amount of ~~ten~~ fifteen dollars ~~($10.00)~~ ($15.00) for each offence to the Town of Lunenburg provided that said payment is made within a period of 14 days following the day on which the alleged violation was committed, and any such payment made within such time shall be in full satisfaction, releasing and discharging all penalties and imprisonments which could be incurred by the person for the violation or violations. If no payment is made within 14 days following the date on which the alleged violation was committed, the person shall be liable to a fine of ~~twenty~~ thirty dollars ~~($20.00)~~ ($30.00) for each offence (plus any applicable charge referred to in the Summary Proceedings Act RS 450 as amended from time to time or in the Summary Offence Ticket Regulations thereunder).

(3) Each additional period of one hour that any person is found to be in violation of this By-Law shall constitute a new and separate offence.

~~(4) The owner of a motor vehicle shall incur the fine provided for a violation of this By-law unless at the time of such violation the motor vehicle was in the possession of some person other than the owner without the owner's consent, either expressed or implied.~~

~~(5) The driver of a motor vehicle not being the owner thereof shall also incur the fine provided for a violation of this By-law.~~

Liability of Owner and Driver

17.

(1) It is an offence to be the registered owner of a motor vehicle that is parked or left standing in violation of this bylaw, whether or not the registered owner is the driver of the motor vehicle at the time of the violation.

(2) The owner of a motor vehicle shall incur the fine provided for a violation of this By-law unless at the time of such violation the motor vehicle was in the possession of some person other than the owner without the owner's consent, either expressed or implied, and the driver of a motor vehicle not being the owner thereof shall also incur the fine, penalties and other consequences provided for such violation of this By-law.

No fees payable

18.

(1) No fee shall be payable for parking meters from and including the last week of November of each year until and including the 31st day of December of the same year, provided nevertheless that the maximum parking time allowed on the parking meters ~~referred to in Sections 1.(a), (b) and (c) of Schedule "A"~~ shall still be enforced. ~~Nevertheless, I~~ It shall be an offence and a violation of this By-law for the driver of a motor vehicle to park or leave the same standing in any parking space ~~ordinarily~~ regulated by a parking meter ~~as referred to in sections 1.(a), (b), or (c) of Schedule "A" of this By-law~~ during the period from and including the last week of November of each year until and including the 31s1 day of December of the same year for a period in excess of the ~~applicable~~ maximum parking time which can be purchased on that parking meter. ~~contained in Schedule "A"~~.

(2) No fee shall be payable for parking meters during such additional day or days as shall be established by resolution of Town Council. ~~Nevertheless, I~~ It shall be an offence and a violation of this By-law for the driver of a motor vehicle to park or leave the same standing in any parking space ~~ordinarily~~ regulated by a parking meter ~~as referred to in Section 1.(a), (b) or (c) of Schedule "A" of this By-law~~ during said additional exempt day(s) for a period in excess of the applicable maximum parking time which can be purchased on that parking meter. ~~contained in Schedule "A"~~.

(3) No fee shall be payable for parking meters on any statutory holiday, Sunday or between the hours of 5:00 p.m. on one day and 10:00 a.m. of the next day.

19.

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

b. Notwithstanding the provisions of this By-law, the Finance Director or her designate may issue a permit for overnight parking in areas on Town property designated by the Treasurer for overnight parking, upon prepayment at the Town Office of ~~the~~

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

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

20.

i. It shall be an offence and a violation of this By-law for a person to block, impede or hinder the use of a parking space regulated by a parking meter, by placing a cone or cones or other object or objects in the parking space.

ii. A person who contravenes this section of the By-law is liable upon summary conviction to a penalty of Fifty Dollars ($50.00).

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

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

Enforcement

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

Repeal

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

Schedule "F"

TOWN OF LUNENBURG

A BY-LAW TO PROVIDE FOR THE SEPARATION, STORAGE, PLACEMENT, COLLECTION AND TRANSPORTATION OF SOLID WASTE RESOURCES GENERATED WITHIN THE TOWN OF LUNENBURG

BY-LAW NUMBER #38

SHORT TITLE:

1) This By-law shall be known and may be cited as the "**Solid Waste Management By-law**".

DEFINITIONS:

2) Words used in this by-law shall take their meaning from their context and from dictionaries of the English (Canadian) language, except as follows:

a) "**approved storage bin**" means a storage bin designed for the temporary storage of collectible waste and which meets the following specifications:

i) is constructed of wood or other sturdy material and in such a manner as to be inaccessible to pests, rodents, vermin, seagulls or animals;

ii) is fitted with a securely-hinged lid weighing not more than 5.0 kilograms (11.0 pounds);

iii) is not equipped with a self-locking latch; and

iv) is equipped with a means of securing the cover in an open position.

b) "**blue bag recyclables**" means glass jars and bottles, cans (whether made of aluminum, steel or tin), plastic containers, plastic bags, film stretch and pallet wrap, milk and juice containers together with such other items as may, from time to time, be designated by Council as blue bag recyclables;

c) "**boxboard**" means cereal, shoe, tissue, detergent, cracker, cookie, baking product and frozen food boxes, toilet paper rolls and paper towel rolls or other similar items;

d) "**branches and limbs**" means branches, limbs and brush;

e) "**bulky waste**" means large items including but not limited to: vacuum cleaners, windows weighing not more than 100 kg (220.5 lbs) and measuring not more than 1.8 meters (5.91 feet) in its longest dimension, ~~upholstered furniture, wooden~~ furniture, mattresses, box springs and porcelain bathroom items such as toilets and sinks, barrels, pallets, white goods, metal items, artificial or natural Christmas trees, as well as small quantities (in bundles) of construction or demolition materials weighing not more than 100 kg (220.5 lbs) and measuring not more than 1.8 meters (5.91 feet) in its longest dimension, subject to special requirements for collection of bulky waste elsewhere in this bylaw; and for the purposes of this bylaw shall be deemed to include a clear bag of residual waste;

f) ~~"Clean-Up-waste" means metal items (as defined herein), white goods (as defined herein), bulky waste (as defined herein), wooden pallets, barrels (whether metal, plastic or wooden), artificial Christmas trees as well as small quantities of construction or demolition materials, but excluding asphalt shingles. Clean-up waste shall be subject to special requirements under "Collection of Clean-up Waste" elsewhere in this by-law;~~

g) "**collectible waste**" means those wastes which are eligible for collection, within the volume and other restrictions outlined elsewhere in this by-law, on regularly-scheduled collection days and consists of the following categories of waste:

i) organic materials (as defined herein);

ii) recyclables (as defined herein);

iii) residual waste (as defined herein);

iv) bulky waste (as defined herein).

h) "**collection calendar**" means a calendar prepared and distributed by the Town illustrating the collection schedule for the various waste streams and the routes, as amended from time to time (and without restricting the generality of the foregoing, the term collection calendar shall be deemed to include any display thereof on the Town's website);

i) "**commercial container**" means any container used for the storage of properly sorted collectable waste ~~and clean-up waste~~ generated from residential, multi-residential, institutional, commercial, industrial or other premises within the Town which waste exceeds the maximums or is outside the types of waste allowed on regular or special collection days as outlined elsewhere in this by-law and which container is designed to be emptied by, and the waste transported by, a hauler;

j) "**construction or demolition materials**" means left-over material generated as a result of any form of construction or renovation and materials generated from demolition activity including but not limited to: asphalt, brick, mortar, polystyrene or fiberglass insulation, cellulose, drywall, plaster, shingles, metal and scrap wood – regardless of whether such left-over material is regulated by the Province of Nova Scotia or meets the definition of "C & D Debris" in the N.S.E. 1997 Guidelines for same;

k) **"contaminated soil"** means any soil which has been polluted with an organic or inorganic contaminant in excess of standards prescribed or adopted by the Minister of Environment for the Province of Nova Scotia, and that has caused, is causing, or may cause an adverse effect;

l) "**Council**" means the Council of the Town of Lunenburg;

m) "**dispose**" means any form of disposal of any material, including solid waste as defined herein, and includes burning or any of the following whether temporary or permanent: deposit, storage, placement, or burial regardless of whether or not the material being, or having been, deposited, stored or placed is in a box, bin, container or any other containment

device;

n) "**designated electronic products**" means those electronic products as designated in the Electronic Products Stewardship Program pursuant to the Solid Waste-Resource Management Regulations made under Sec. 102 of the *Environment Act* of Nova Scotia;

o) **"dwelling unit"** means one or more habitable rooms designed, occupied or intended for use by one or more persons as an independent and separate housekeeping establishment in which kitchen, sleeping and sanitary facilities are provided for the exclusive use of such persons;

p) "**eligible premises**" means a property within the Town which is eligible for collection services – up to the maximum restrictions outlined elsewhere in this by-law – and includes all properties in the Town whether located on private roads or public streets;

q) "**food waste**" means uneaten food and food preparation waste and food material that is discarded or unable to be used including, without limiting the generality of the foregoing, fruit and vegetable peelings, table scraps, meat, poultry and fish, shellfish, dairy products, cooking oil, grease and fat, bread, grain, rice and pasta, bones, egg shells, coffee grounds and filters, tea leaves and bags or other similaritems;

r) "**green cart**" means an aerated plastic cart designed for the short-term external storage of organic materials prior to collection and for the placing out for collection of same;

s) "**hauler**" means any public or private company or person who transports solid waste from within the Town to Kaizer Meadow (defined herein);

t) "**household hazardous waste**" means any corrosive, flammable or poisonous material or substance such as oil and oil products, radioactive materials, acids, poisons, insecticides or other poisons used for agricultural purposes or for rodent control, any substance or chemical highly lethal to mammalian or aquatic life and any substance or chemical dangerous to the environment – including but not limited to: batteries, left-over liquid paint, left-over corrosive cleaners, pesticides or herbicides, gasoline, fuel oil and used motor oil, solvents and thinners, pharmaceuticals, drugs and needles, aerosol cans which contain hazardous substances, ~~BBQ~~ propane tanks and small propane cylinders or canisters such as those used for camp stoves or propane torches;

u) "**leaf and yard waste**" means grass clippings, leaves, twigs, house and garden plants or other similar items as well as branches, limbs or brush – the latter three being subject to special requirements elsewhere in this by-law;

v) "**Kaizer Meadow**" means the Kaizer Meadow Environmental Management Centre which is a solid waste management facility and is located at 450 Kaizer Meadow Road, Chester and their designated operator the Municipality of Chester;

w) "**metal items**" means medium to large metal items including metal fencing, water tanks, oil tanks – subject to special requirements elsewhere in this by-law – and metal containers other than containers designed to hold either household hazardous waste (as

defined herein) or anything intended for human consumption;

x) "**mini-bin**" means a small plastic container designed for the short-term internal storage of organic materials prior to deposit in a green cart;

y) "**non-collectible waste**" means all material other than collectible waste ~~or clean-up waste~~ and, without limiting the generality of the foregoing, includes:

i) highly combustible or explosive materials including, without limiting, fireworks, flares, celluloid cuttings, motion picture film, oil or gasoline soaked rags, gas containers, chemicals, acids or other combustible residues, fine dry sawdust, ammunition, dynamite, or other similar material;

ii) materials that are considered pathogenic or biomedical including, without limiting, dressings, bandages or other infected materials or sharps discarded in the course of the practice of physicians, surgeons, dentists or veterinarians;

iii) carcasses or parts of any animal except food waste;

iv) waste listed or characterized as hazardous by any Federal or Provincial law – including "household hazardous waste" as defined herein;

v) designated electronic products;

vi) solid waste generated, or originating from, outside the Town;

vii) liquid waste or material that has attained a fluid consistency and has not been drained;

viii) soil, rock and stumps;

ix) construction or demolition materials (as defined herein) – other than the exception as allowed under the definition of "clean-up waste" in this by-law;

x) septic tank pumping's, raw sewage or industrial sludge;

xi) radioactive materials;

xii) all passenger tires up to 62.0 cm (24.4 inches) as per the Tire Management Program with the Resource Recovery Fund Board of Nova Scotia;

xiii) industrial waste from factories or manufacturing processes;

xiv) manure, kennel waste, excreta, and fish processing waste but excluding pet litter, pet waste, and diapers;

xv) lead-acid automotive batteries and propane tanks;

xvi) waste which has been placed for collection but not in accordance with the provisions of this by-law;

xvii) materials banned from landfill disposal by the N.S.E. *Regulations Respecting Solid Waste-Resource Management*, November, 1995, as amended – other than recyclable materials or organic materials from eligible premises; and

xviii) other materials or solid waste as may be identified as unacceptable for municipal collection by the Town, including but not restricted to waste or material identified as non-collectible waste in public education documents distributed by the Town from time to time or referred to in the collection calendar or on the Town website;

z) **"non-recyclable paper"** means used napkins or paper towel, used fast food wrappers, wax paper, soiled pizza boxes, used paper plates or paper cups, damp or soiled newspaper or flyers, sugar, flour & potato paper bags or other similar items;

aa) **"N.S.E."** means that department of the Nova Scotia Provincial Government currently called "Nova Scotia Environment" or its successor provincial department should there be a name change;

bb) **"occupant"** means any person who, in addition to or instead of the owner, resides in or occupies or is the lessee of, whether by way of verbal or written lease or other arrangement, a building or on a property located within the Town and includes any assignee or legal representative of same;

cc) **"organic materials"** means food waste (as defined herein), leaf and yard waste (as defined herein), non-recyclable paper (as defined herein), ashes or soot, sawdust (except fine dry sawdust), wood chips, wood shavings and other specific material of plant or animal origin as designated by Council from time to time;

dd) **"owner"** refers to the owner of property and includes a part owner, joint owner, tenant in common or joint tenant of the whole or any part of land or a building; a mortgagee in possession or a person having the care or control of the land or building; and, in the case of the absence or incapacity of the person having title to the land or building, a trustee, an executor, a guardian, and an agent, and, in the absence of proof to the contrary, the person assessed for the property;

ee) **"paper recyclables"** means non-soiled mixed paper, corrugated cardboard, boxboard (as defined herein), newsprint, magazines, catalogues, flyers, telephone and other soft cover books, file folders – both traditional and expandable, envelopes (other than padded or bubbled envelopes), non-metallic wrapping paper and paper egg cartons or other similar items as are designated by Council from time to time;

ff) **"privacy bag"** means an opaque bag (black or green in colour) containing "residual waste" which has been placed for collection subject to special requirements elsewhere in this By-law;

gg) **"recyclables"** means paper recyclables and blue bag recyclables – both as defined herein;

hh) **"regulation container"** means a container, bag or bundle which meets the specifications and

other requirements for same – in relation to specific waste types – as outlined elsewhere in this by-law;

ii) "**rejected waste**" means any type of waste which has been placed for collection but not in accordance with the provisions of this by-law and which has had a rejection sticker affixed thereto or has been otherwise rejected by the Town or its designated agent;

jj) "**residual waste**" means collectible waste other than organic materials (as defined herein) and recyclables (as defined herein) including without restricting the generality of the foregoing, broken bottles, crockery and glassware – subject to special requirements elsewhere in this by-law – and floor sweepings (except fine dry sawdust), pet litter, pet waste, light bulbs, disposable diapers, discarded clothing and furnishings, soiled mixed paper, broken toys, mats and small carpets, non-recyclable plastic, non-recyclable packaging including Styrofoam™ and padded or bubbled envelopes, metallic wrapping paper, non-passenger tires, non- repairable household waste [but not including any household hazardous waste (as defined herein) or other non-collectible waste (as defined herein)];

kk) "**solid waste**" means collectible waste, non-collectible waste, ~~clean-up waste~~, – all as defined herein and any other waste or discarded tangible personal property but excludes wastes from any industrial activity regulated by way of an approval under the *Environment Act*;

ll) "**Town**" means the Town of Lunenburg;

mm) "**Town Engineer**" means the person appointed as the Town Engineer for the Town of Lunenburg and includes any person acting under the supervision and direction of the Town Engineer;

nn) "**white goods**" means any large household appliance including but not limited to stoves, dishwashers, washers, dryers, hot water heaters, refrigerators, freezers, dehumidifiers and air conditioners" – the last four (4) being subject to special requirements elsewhere in this by-law.

COLLECTION

3) Regularly-scheduled collection from eligible premises of recyclables – subject to restrictions noted elsewhere in this by-law – shall take place once every two (2) weeks commencing at 6:00 a.m.

4) Regularly-scheduled collection from eligible premises of organic materials, and residual waste and one bulky waste item (other than a clear bag) as well as one additional clear bag of residual waste as a bulky waste item, ~~both~~ subject to restrictions noted elsewhere in this by-law – shall take place on the alternating week commencing at 6:00 a.m. The Town may in its discretion (which will be noted on the collection calendar) collect organic materials every week during July and August.

5) The alternating bi-weekly nature of the two above-mentioned collections results in a collection of some type(s) of collectible waste once a week.

6) When a normally scheduled collection day falls on a public or statutory holiday, such collection shall be made instead on a date as identified in the Town's collection calendar, unless otherwise specified by the Town Engineer

~~7) Each Spring and Fall there will be a special collection of clean-up waste as well as a separate special collection of leaf and yard waste – all as per restrictions noted elsewhere in this by-law – on a date to be specified by the Town Engineer (or as noted on the collection calendar).~~

8) Collection of natural Christmas trees, subject to the restrictions noted elsewhere in this by-law, shall take place annually in the month of January on a date to be specified by the Town Engineer or as noted on the collection calendar.

9) The dates for collection of collectible waste from eligible premises will be as described in a collection calendar, which will also be posted on the Town's website.-

PLACEMENT

10) a) All solid waste to be collected by the Town (including waste from eligible premises on a private road) shall be accessible to the collector within 3.0 meters (9.8 feet) of the curb or travelled portion of the adjacent public street (or adjacent private road, as the case may be) and placed in such a manner as to not interfere with pedestrian traffic and snow removal.

b) Green carts must be placed at the curb (or edge of the travelled portion of the street or private road) in an upright position with the lid closed and the front of the cart facing the street, road or highway.

c) Notwithstanding the foregoing provisions of this section 9, all solid waste to be collected shall be placed so as not to obstruct the travelled portion of the street or the sidewalk (or the adjacent private road, as the case may be) .

d) Persons may only place solid waste for collection in the public street directly abutting the property that generated the solid waste.

11) All regulation or other containers of solid waste placed out to be collected by the Town shall also be placed in an upright position and, in applicable circumstances, with the lid securely closed.

12) The Town Engineer may designate places for collection of solid waste within manufactured home parks.

CONTAINER REGULATIONS FOR RESIDUAL WASTE:

13) Residual Waste Bag Container Specifications:

a) Each bag (other than the Privacy Bag) shall be made of clear transparent (free from colour) plastic, be watertight and be securely tied;

b) Each bag shall be no smaller than 66.0 cm x 91.4 cm (26.0 inches x 36.0 inches) and no larger than 76.2 cm x 121.9 cm (30.0 inches x 48.0 inches);

c) Each bag shall have an overall length of between 0.5 meters (1.6 feet) and 1.2 meters (3.9 feet) when empty; and

d) Each bag, including contents, shall not exceed 25.0 kilograms (55.1 pounds) in weight.

e) Privacy Bag Specifications

i) Each bag shall be made of opaque (black or dark green) plastic, be watertight and be securely tied;

ii) Each bag shall be no smaller than 66 cm x 91.4 cm (26.0 inches x 36.0 inches) and no larger than 76.2 cm x 121.9 cm (30.0 inches x 48.0 inches);

iii) Each bag shall have an overall length of between 0.5 meters (1.6 feet) and 1.2 meters (3.9 feet) when empty; and

iv) Each bag, including contents, shall not exceed 25.0 kilograms (55.1 pounds) in weight.

14) Other Residual Waste Container Specifications:

No person shall place, or caused to be placed, residual waste out for collection in any container other than a "regulation container" which is one which meets the following specifications:

a) Regulation containers shall be made of metal, plastic or other impermeable material;

b) Regulation containers shall be watertight, secured with a cover, equipped with handles in good repair and as large or larger at the top as they are at the bottom;

c) Regulation containers shall not be filled above a level 5 cm (2.0 inches) below the top of the container;

d) Each regulation container, including contents, shall not exceed 25 kilograms (55.1 pounds) in weight;

e) Each regulation container shall not exceed 100 liters (105.7 quarts) in volume; and

f) Regulation containers shall be maintained in a neat and sanitary condition and kept in good repair.

g) All waste in a regulation container must be bagged in a clear or Privacy Bag (as authorized in this Bylaw) so that it may be inspected by the collector or other inspector engaged by the Town.

CONTAINER REGULATIONS FOR RECYCLABLES:

15) No person shall place, or caused to be placed, recyclables out for collection in any container other than a "regulation container" which is a bag which meets the following specifications:

Blue Bag Recyclables:

a) Each bag shall be watertight, securely tied and of transparent blue plastic;

b) Each bag shall also be no smaller than 25.0 cm x 40.0 cm (9.8 inches x 15.7 inches) and no larger than 75.3 cm x 120.0 cm (29.62 inches x 47.2 inches); and

c) Each bag, including contents, shall not exceed 25 kilograms (55.1 pounds) in weight;

d) All recyclables must be clean.

Paper:

e) Each bag shall be a plastic opaque bag (such as a grocery bag) or a transparent clear plastic bag;

f) Each bag shall be made of plastic, be watertight and be securely tied;

g) Each bag shall be no smaller than 25.0 cm x 40.0 cm (9.8 inches x 15.7 inches) and no larger than 75.3 cm x 120.0 cm (29.62 inches x 47.2 inches); and

h) Each bag, including contents, shall not exceed 25 kilograms (55.1 pounds) in weight.

CONTAINER REGULATIONS FOR ORGANIC MATERIALS:

16) No person shall place, or cause to be placed, organic materials out for collection in any container other than a "regulation container" in the form of a green cart.

17) Notwithstanding section 16 hereof, special container requirements are applicable for leaf and yard waste as described under PREPARATION of SPECIFIC WASTE below and there are specific controls on natural Christmas trees under COLLECTION OF NATURAL CHRISTMAS TREES below.

COMMERCIAL CONTAINERS SPECIFICATIONS:

18) Commercial containers shall:

a) Be sturdily constructed of weather-proof material and shall be water tight;

b) Be inaccessible to pests, rodents, vermin, seagulls or animals;

c) Be equipped with a tight fitting lid with a positive closing device which shall be kept closed except when the container is being loaded or unloaded;

d) Be kept in a clean manner and in a sanitary condition;

e) Be kept in a state of good repair;

f) Have displayed thereon the name and telephone number of the owner of the container and the type of material to be deposited therein;

g) Have displayed thereon the following message "GARBAGE" or "LANDFILL", where institutional, commercial or industrial waste is to be deposited in the commercial container;

h) Have displayed thereon the following message "RECYCLABLES", where blue bag recyclables are to be deposited in the commercial container;

i) Have displayed thereon the following message "PAPER" or "CARDBOARD", where fibre recyclables are to be deposited in the commercial container;

j) Have displayed thereon the following message "ORGANICS", where organic materials are to be deposited in the commercial container.

PREPARATION of SPECIFIC WASTES:

Leaf and Yard Waste

19) Leaf and yard waste may be deposited into a green cart so long as the cover of same is completely closed.

20) Leaf and yard waste may also be deposited into paper, clear, transparent or biodegradable plastic bags.

21) Branches and limbs or brush, of a maximum length of 900.0 mm (3.0 feet) and maximum individual diameter of 50.0 mm (2.0 inches) may be tied in manageable bundles or inserted into bags as outlined above and outlined under Collection of Leaf and Yard Waste later in this bylaw.

Bottles or Glassware

22) Broken bottles and glassware shall be sealed in a cardboard box or bucket or other non-bag container and clearly identified– by noting, in large capital letters, on the outside of the bundle the words "BROKEN GLASS" – a warning to collection personnel.

Ashes or Soot

23) Ashes or soot shall be completely cooled for a minimum of two (2) weeks, dampened down and placed in paper bags folded over and then deposited in a green cart.

Cardboard

24) Corrugated cardboard shall be flattened out and securely tied in convenient bundles weighing no more than 25.0 kilograms each (55.1 pounds) and being a maximum of 900.0 mm by 600.0 mm (3.0 feet x 2.0 feet) in area and no more than 600.0 mm (2.0 feet) thick.

GREEN CARTS:

25) Every owner or occupant shall provide sufficient and specified green carts for the storage and disposal of organic waste generated from his or her premises and maintain such green carts in good repair and sanitary condition. Notwithstanding the foregoing, the Town at its discretion, may supply green carts to newly constructed buildings. Any green carts distributed by the Town (whether before or after the passage of this By-law) shall remain the property of the Town and shall remain at the premises for which the green cart was supplied.

26) To comply with the preceding section a green cart shall be:

a) of 120-litre or 240-litre capacity;
b) either of the aerated or ventilated type;
c) dark green in colour;
d) manufactured by SSI Schaefer or Town approved equal; and
e) designed to be emptied by a hydraulic lifting device.

27) Every owner or occupant of the following types of dwellings shall provide the number of green carts as outlined below. In all cases the building owners are to ensure adequate number of green carts is provided.

a)	single-unit building	I green cart per dwelling unit (140 or 240 litre
b)	2 unit building	1 green cart per each unit (140 litre or 240 litre
c)	buildings of 3 to 5 units	2 green carts per building (240 litre)
d)	buildings of 6 to 10 units	3 green carts per building (240 litre)
e)	buildings of 11 to 20 units	4 green carts per building (240 litre)
f)	building of over 20 units	5 green carts per building (240 litre)
g)	senior's apts. of more than 20 units	5 green carts per building (240 litre)

RESTRICTIONS:

28) a) No person shall place, or cause to be placed, residual waste per any one eligible premises out for collection on any one collection day the cumulative weight of which, including containers, exceeds 100.0 kilograms (220.5 pounds) excluding bulky waste items.

b) No person shall place, or cause to be placed recyclables per any one eligible premises out for collection on any one collection day the cumulative weight of which, including containers, exceeds 100 kilograms (220.5 lbs.)

29) No person shall place, or cause to be placed, leaf and yard waste from any one eligible premise out for collection on any one collection day which exceeds a maximum of s ix (6) bags and / or bundles.

30) No person shall place, or cause to be placed, residual waste from any one eligible premise out for collection on any one collection day which exceeds a maximum of s ix (6) bags excluding bulky waste items.

31) a) No person shall place, or cause to be placed for collection more green carts per any one dwelling unit than the number prescribed in section 27 above on any one collection day and the combined weight of a cart and its contents shall not exceed 1 10. 0 kilograms (242.5 lbs.).

b) No person shall place or cause to be placed for collection more than one (1) green cart per any eligible premise which is not a dwelling unit on any one collection day and the combined weight of a cart and its contents shall not exceed 110.0 kilograms (242.5 lbs)

32) Solid waste placed for collection:

a) shall not exceed 150 kilograms (330.7 lbs) in total excluding green carts and excluding bulky waste per each eligible premise per week;

b) shall not exceed 2 cubic meters in total volume excluding green carts and excluding bulky waste per each eligible premise week;

c) shall not exceed a length of 900 mm (35.4 inches) for any single, individual piece of solid waste with the exception of Bulky ~~Clean-Up~~ Waste;

d) for bulky waste shall not exceed 100 kilograms (220.5 lbs) in total.

~~d) Clean-Up Waste individual pieces shall not exceed 50 kilograms in weight or over 1.5 meters in any dimension up to a maximum of 2 cubic meters per collection.~~

~~e) Total weight of Clean-Up Waste shall not exceed 300 kilograms per each dwelling unit, apartment unit, mobile home, commercial, industrial or institutional establishment, per collection.~~

33) a) **PRIOR TO JUNE 1, 2015**: No person shall place, or cause to be placed, more than six (6) privacy bags per any one eligible premise out for collection on any one collection day for residual waste, and the total of clear bags and privacy bags shall not exceed six (6) bags,

b) **ON AND AFTER JUNE 1, 2015**: No person shall place, or cause to be placed, more than one (1) privacy bag per any one eligible premise out for collection on any one collection day for residual waste.

34) No person shall place, or cause to be placed, residual waste out for collection on any one collection day in a "storage" container which is not a clear transparent bag, free from colour, in which its contents are not visible (except for authorized privacy bags as outlined elsewhere in this bylaw), provided that the bag may be placed inside a regulation container as referred to in Section 14 of this By-law.

35) Privacy Bags

a) Notwithstanding Sections 33 and 34, residents who require more than one privacy bag in order to dispose of medical and/or health related waste may make application to the Town Engineer by Application Form attached as Schedule A hereto, and the Town Engineer after considering the necessity therefor, may grant the resident approval to place, or cause to be placed, a greater number of privacy bags per any one dwelling unit out for collection on any one collection day for a period of up to 2 years;

b) No person from that dwelling unit shall place, or cause to be placed, out for collection on any one collection day a greater number of privacy bags than were authorized, upon application, by the Town Engineer.

c) No person shall place in a privacy bag anything proscribed in the application form or in the approval granted by the Town Engineer

36) Notwithstanding Sections 33 and 34:

a) If a business has a public waste container on its property for mixed waste brought onto the premises by customers (and not generated on the premises) the owner or occupant may make application to the Town Engineer by Application Form attached as Schedule B hereto for the placement of additional opaque (black or dark green) plastic bag(s) for collection. The Town Engineer upon such Application, and after considering the necessity therefor, may grant the business approval to place or cause to be placed for collection on any one collection day, one (or a greater number) of opaque (black or dark green) plastic bags for mixed waste in addition to the privacy bag authorized under this By-law.

b) No person from that business shall place or cause to be placed out for collection on any one collection day a greater number of mixed waste opaque (black or dark green) plastic bags than were authorized upon Application by the Town Engineer.

c) No person shall place in any such mixed waste bag anything proscribed in the Application Form or in the approval granted by the Town Engineer.

REJECTION OF WASTE:

37) Any type of waste which has been set out for collection is subject to inspection by the Town or its designated agent and any such waste found or deemed by same to be set out in violation of the requirements of this by-law may be rejected and not collected.

38) Any waste which is so rejected may have placed on it a Rejection Sticker indicating the reason or reasons for rejection and information as to how to rectify same or get direction to rectify the problem, (although the Town or any person designated by it may otherwise reject solid waste without affixing a rejection sticker).

39) Any rejected waste shall remain the property of the owner or occupier, and shall be disposed of as permitted by this By-law.

PROHIBITIONS SPECIFIC TO COLLECTIONS:

40) No person shall place, or cause to be placed, any collectible waste out for collection before 6:00 p.m. of the day immediately preceding the day scheduled for collection of that solid waste stream.

41) a) No person shall place, or cause to be placed, any collectible waste out for collection after 6:00 a.m. of the day scheduled for collection.

b) Any waste placed out for collection after 6:00 a.m. may not be collected if the collection contractor has already passed that property.

c) If any waste is placed out for collection after 6:00 a.m. and it is not collected by the collection contractor, it shall be removed from the public street and properly stored on the private property from which the waste originated.

42) The two immediately preceding sections may be altered by written permission of the Town Engineer.

43) No person shall permit any empty or rejected regulation container or any rejected materials or waste to remain at the collection placement spot after 12:00 noon of the day following the day scheduled for collection.

44) No person shall place, or cause to be placed, any non-collectible waste out for collection.

45) ~~No person shall place, or cause to be placed, any Clean-up Waste or natural Christmas Tree out for collection on either of the bi-weekly regular collection days unless an exception is clearly specified in the collection calendar of the Town.~~

~~SPECIAL~~ COLLECTION OF BULKY ~~CLEAN-UP~~ WASTE:

46) No person shall place, or cause to be placed, ~~the following specific Clean-up~~ Bulky Waste out for collection except ~~on a day designated by the Town Engineer for special collection of same and~~ in accordance with the following restrictions:

a) An oil tank is eligible for ~~special~~ collection only if it is from a residence, does not exceed 909.2 liters (200.0 gallons) in capacity and has been cleaned and cut in half; and

b) A refrigerator, freezer, dehumidifier or air conditioner shall display a sticker, issued by the appropriate authority, indicating that any Freon, other refrigerant gas, coolant or CFC has been removed and any refrigerator or freezer shall have its doors already removed.

47) No person shall place, or cause to be placed, ~~Clean-up~~ Bulky Waste out for ~~special~~ collection except ~~on a day designated by the Town Engineer for collection of same and~~ in accordance with the following restrictions:

a) such waste, when consisting of more than one article, ~~with the exception of oil tanks, metal fencing, bulky waste, barrels, pallets and white goods~~, shall be packaged, bundled or boxed so as to facilitate removal and handling in order to constitute one item; and

~~b) any other sizable metal material shall be placed separately so as to allow for a dedicated collection of salvageable materials;~~

~~c) any wood shall be placed separately so as to allow for dedicated collection;~~

b) ~~each~~ the individual package, bundle or box shall not exceed ~~50.0 kgs (110.2 lbs)~~ 100 kilograms (220.5 lbs) in weight; and

c) ~~each~~ the individual package, bundle or box shall not exceed ~~1.5 m (4.9) feet~~ 1.8 meters (5.91 feet) in any dimension.

48) No person shall place, or cause to be placed, ~~Clean-up~~ Bulky Waste out for ~~special~~ collection on any one day the total of which exceeds 2.0 m^3 in total volume.

49) ~~No person shall place, or cause to be placed, any Clean-up Waste out for special collection~~

~~prior to seven (7) days before the day designated by the Town Engineer for collection of same.~~

50) ~~50) No person shall place, or cause to be placed, any Clean-up Waste out for special collection after 6:00 a.m. of the day designated by the Town Engineer for collection of same~~.

51) No person shall permit any rejected Clean-up Waste to remain at the collection placement spot after 12:00 noon of the day immediately following the day designated by the Town Engineer for collection of same.

SPECIAL PROVISIONS FOR ~~COLLECTION OF~~ LEAF AND YARD WASTE:

52) No person shall place, or cause to be placed leaf and yard waste out for ~~special~~ collection except on a day designated ~~by the Town Engineer for the special collection of~~ for organic waste ~~same~~ and in accordance with the following restrictions:

a) such waste shall be contained in securely tied, clear, transparent plastic or biodegradable plastic bags or paper bags of a dimension no less than 66.0 cm by 91.0 cm (26.0 inches by 36.0 inches) nor greater than 76.2 cm x 121.9 cm (30.0 inches x 48.0 inches) shall not exceed a weight of 25.0 kg (55.1 pounds);

b) bundled branches/limbs not exceeding 900.0 mm (3.0 feet) in length with individual limbs not exceeding 50 mm (2 inches) in diameter;

c) each bag or bundle shall not exceed a weight of 25.0 kg (55.1 pounds); and

d) the total of such waste shall not exceed 2.0 cubic meters (2.6 cubic yards) in total volume.

53) ~~No person shall place, or cause to be placed, any leaf and yard waste out for special collection prior to seven (7) days before the day designated by the Town Engineer for collection of same.~~

54) ~~a) No person shall place, or cause to be placed, any leaf and yard waste out for special collection after 6:00 a.m. of the day designated by the Town Engineer for collection of same.~~
~~b)Any leaf and yard waste placed out for collection after 6:00 a.m. may not be collected if the collection contractor has already passed that property.~~
~~c)If any leaf and yard waste is placed out for collection after 6:00 a.m. and it is not collected by the collection contractor, it shall be removed from the public street and properly stored on the private property from which the waste originated.~~

55) ~~No person shall permit any rejected leaf and yard waste to remain at the collection placement spot after 12:00 noon of the day immediately following the day designated by the Town Engineer for special collection of same.~~

COLLECTION OF NATURAL CHRISTMAS TREES:

56) No person shall place, or caused to be placed, a natural Christmas tree out for collection except on a day designated by the Town Engineer for collection of same or on a day where bulky waste items are collected and in accordance with the following restrictions:

a) It is to be unpackaged and undecorated, including the removal of all lights and any tree stand;

b) It shall have no wires or nails attached; and

c) It must not exceed 3.0 meters (9.8 feet) in length.

57) No person shall place, or cause to be placed, any natural Christmas tree out for collection before 6:00 PM of the day immediately preceding the day designated by the Town Engineer for collection of same or the day when Bulky Waste items are collected.

58) a) No person shall place, or cause to be placed, any natural Christmas tree out for collection after 6:00 AM of the day designated for collection of same or 6:00 am of a day when Bulky Waste items are collected.

b) Any natural Christmas tree placed out for collection after 6:00 a.m. may not be collected if the collection contractor has already passed that property.

c) If any natural Christmas tree is placed our for collection after 6:00 a.m. and it is not collected by the collection contractor, it shall be removed from the public street and properly stored on the private property from which the Christmas tree waste originated.

59) No person shall permit any rejected natural Christmas tree to remain at the collection placement spot after 12:00 noon of the day immediately following the day designated for collection of same.

RESPONSIBILITIES OF OWNERS and OCCUPANTS:

60) Every owner and occupant shall:

a) Ensure that collectible waste and clean-up waste is placed for collection in accordance with this by-law;

b) Use only regulation containers for the storing and placement for collection of collectible waste;

c) Provide a sufficient number of regulation containers to contain all of the collectible waste generated at the subject premises between regularly scheduled collection dates;

d) Maintain such regulation containers in good repair, and in a clean and sanitary condition;

e) Take all reasonable measures to ensure that each regulation container is covered and secured at all times except when being emptied or filled;

f) Clean up any type of collectible waste which has escaped from its container, package, bundle or box, (and any Clean-Up Waste which has escaped from its container, package, bundle or box) – whether it be a regulation container or not;

g) If collectible waste is stored outside the main building on the eligible premises it is to be stored in one or more secured regulation containers or an approved storage bin – in either case made inaccessible to pests, rodents, vermin, seagulls or animals;

h) Ensure that any approved storage bin serving that premise is maintained at all times in a neat and sanitary condition and in good repair;

i) Store any waste refrigerator or freezer either inside an enclosed and locked building or with the doors of the refrigerator or freezer removed;

j) Ensure the proper preparation of all collectible waste in accordance with this by-law; and

k) Abide by all lawful directives of the Town, or designated agents with regard to the handling of solid waste materials.

COMMERCIAL CONTAINERS:

61) The owner or occupier of any premises on which a commercial container is placed shall keep each commercial container behind, or beside, the building which it serves so as to reduce visibility from the street and adjacent properties.

62) Where the commercial container is placed on premises which are located in a residential zone pursuant to the Town's Land Use By-law or adjacent to a property which is zoned residential or contains a residential use, the commercial container shall be kept not less than 3.0 meters (9.8 feet) from the adjacent property lines.

63) Where the owner or occupier of any premises is unable to comply with the requirements of the two (2) immediately preceding sections because of the location of a building on the premises, which building was in existence at the time of the adoption of this By-law, the owner or occupier shall keep the commercial container at a location on the premises which is considered by the Town Engineer to not be unsightly and to cause neither a nuisance nor a health related problem.

64) Any temporary commercial container used during construction or repair work shall be subject to the following requirements:

a) no solid waste shall extend beyond the internal volume of the container;

b) the temporary commercial container shall be removed immediately upon completion of the construction or repair work; and

c) the temporary commercial container shall be emptied as often as required to avoid over-filling of the same;

65) An owner or occupier of any premises on which a commercial container is located shall not permit the commercial container to be loaded other than uniformly and ensure that no solid waste extends beyond the internal volume of the container.

66) An owner or occupier of any premises on which a commercial container is located:

a) shall place same only on a surface which is hard, level and weather-resistant;

b) shall keep the area surrounding the container free from litter and waste; and

c) shall cause the container to be emptied on a regular basis, as required.

67) Where a person proposes to locate a temporary commercial container within the right of way of a public street in the Town, that person shall submit a request for doing so, to the Town Engineer, outlining the exact proposed location and the estimated time that the container will be required to be there and any other details as requested by the Town Engineer. The person must receive permission from the Town Engineer, outlining the exact location to be used, and other salient details, and agree to pay a fee set by Resolution of Council if parking spaces are impeded, prior to so locating a commercial container.

HAULERS:

68) All private collections of solid waste shall be undertaken in compliance with relevant Federal/Provincial/Municipal statutes and regulations.

69) All private collection vehicles shall:

a) be maintained in good condition and be properly manned and equipped to ensure safe collection of solid waste;

b) comply with the *Motor Vehicle Act* and any other regulations or legislation in effect from time to time;

c) be designed so as to prevent any contents (including liquids) from falling out, being spilled, or scattering from the vehicle whether in motion or not;

d) if used in the collection of more than one type of waste, be constructed to prevent cross-contamination between the various waste streams;

e) be equipped with a tailgate or other restraining device; and

f) be closed-in or equipped with a tarpaulin or equivalent cover device which shall be used to cover solid waste while it is being transported.

70) All private collection of any solid waste shall be made directly to the private collection vehicle from the premises where the same was generated.

71) All solid waste collected through private collections, and which is to be delivered to a solid waste management facility, including but not limited to Kaizer Meadow, shall be in compliance with the Regulations promulgated by the operator of that site, regarding acceptance and receipt of solid waste at that site.

72) In the event of any spillage, the vehicle operator shall be responsible for the clean-up which shall be undertaken immediately.

DESIGNATED ELECTRONIC PRODUCTS:

73) No person shall place designated electronic products out for collection.

74) Every owner or occupant may deliver designated electronic products to a recognized electronics return collection facility in Nova Scotia for reuse or recycle.

HOUSEHOLD HAZARDOUS WASTE:

75) Every owner or occupant shall store any residentially-generated household hazardous waste in a safe and secure manner and place and shall deliver same, as soon as is reasonably possible, to the Household Hazardous Waste Depot ("HHW Depot") at Kaizer Meadow, (or to any other approved Household Hazardous Waste Depot which will accept same).

76) No person shall dispose of, or cause or permit the disposal of, household hazardous waste at any location within the Town.

CONSTRUCTION OR DEMOLITION MATERIALS:

77) Every owner or occupant shall deliver any construction or demolition materials – over and above those collected by the Town – to the appropriate area or site within Kaizer Meadow or an approved C&D debris disposal site.

78) No person shall dispose of construction or demolition materials by stock-piling, storing or any other method.

KAIZER MEADOW ENVIRONMENTAL MANAGEMENT CENTRE:

79) The Town Council has designated the Kaizer Meadow Environmental Management Centre ("KAIZER MEADOW") as the receiving site for solid waste generated by its residents, within the restrictions as set in this by-law and other restrictions as set by the operator of Kaizer Meadow.

80) The operator or other authorized staff of Kaizer Meadow may refuse to accept a load of solid waste for the following reasons:

a) solid waste other than that which Kaizer Meadow has been approved to accept; or

b) it is a load for which a tipping fee, whether set or negotiated, has not yet been paid to Kaizer Meadow; or

c) it is a load for which tipping fee payment arrangements satisfactory to the operator or other Kaizer Meadow authorized staff have not yet been agreed to, reduced to writing and signed by both parties.

81) No person shall dispose of, or cause or permit the disposal of, any type of solid waste outside, around or adjacent to Kaizer Meadow in the following circumstances:

a) when Kaizer Meadow is not open and operational; or

b) after the operator or authorized staff of Kaizer Meadow has refused to accept same.

82) All collection vehicles shall be equipped with a tailgate or other restraining device; and be closed-in or equipped with a tarpaulin or equivalent cover device which shall be used to cover solid waste while it is being transported from Kaizer Meadow front gates to the scale house.

LEGAL and ILLEGAL DISPOSAL:

83) With the exception of the placement of solid waste for collection in accordance with this By- law, and the delivery of designated electronic products or household hazardous wastes to depots or other disposals allowed for in this by-law, no person shall dispose of, or cause or permit the disposal of, collectible waste, clean-up waste or non-collectible waste at any location or manner in the Town except as follows:

a) backyard composting carried out in such a manner as to not constitute a nuisance;

b) subject to Federal or Provincial law to the contrary, the disposal of waste trees, brush or portions thereof or other organic farm or forestry waste on privately-owned forest or farm land in such a manner as to not constitute a nuisance;

c) subject to Federal or Provincial law or other Municipal By-laws to the contrary, the disposal of aggregate, soil, bricks, mortar, concrete, asphalt pavement, porcelain or ceramic materials as fill in such a manner as to not constitute a nuisance.

84) No person shall dispose of, or cause or permit the disposal of, any solid waste in an approved storage bin unless that person is, or has the permission of, the owner of said bin and the bin is located on the property where the waste is generated.

85) a) No person shall dispose of, or cause or permit the disposal of, any non-collectible waste or rejected solid waste on another private property or on public property.

b) No person shall dispose of or cause or permit the disposal of non-collectible waste within the Town.

c) All waste shall be stored on the property where it was generated.

86) No person shall dispose of, or cause or permit the disposal of, construction or demolition materials at any location other than at Kaizer Meadow or an approved C&D debris disposal site.

87) Proof that any type of solid waste, which was disposed of in contravention of this by-law, originated from a particular person, from the residence of a particular person, or from a particular premise shall, in the absence of evidence convincing a court to the contrary, be evidence sufficient for a court to infer that the said person – or the owner or current occupant of said residence or premises– was the person who disposed of that solid waste, or a portion of same, or caused or permitted it to be disposed of.

GENERAL PROHIBITIONS:

88) Where an owner or occupier properly places any authorized form of solid waste out for collection by the Town's contractor the said solid waste becomes the property of the Town.

89) No person shall pick over, remove, collect, disturb or otherwise interfere with any type of solid waste or regulation container which has been placed out for collection.

90) No person shall pick over, remove, collect, disturb or otherwise interfere with any type of solid waste or regulation container which has been placed in an approved storage bin.

91) The prohibitions in the immediately preceding three sections do not apply to the following circumstances:

a) removal by authorized personnel when acting on behalf of the Town; or

b) waste wood material, appliances or furniture~~,~~; and any other materials placed out ~~for Special Collection of Clean-up Waste only~~ as Bulky Waste items;

c) leaf and yard waste. ~~placed out for Special Collection of Leaf and Yard Waste.~~

92) In the event of any removal, collecting or disturbing by any person as authorized by the immediately preceding section, all remaining materials shall be left by that person in an orderly condition and placed so as to not interfere with pedestrian or vehicular traffic.

93) No person shall dispose of any type of solid waste by the burning of same.

94) No person shall place any solid waste generated from outside the Town for collection within the Town.

ENFORCEMENT and PENALTIES:

Illegal Dumping~~;~~

95) Any person who disposes of, or permits the disposal of, any solid waste other than in accordance with this by-law is guilty of a summary offense and is liable, upon conviction, to a fine of not less than Two Hundred Dollars ($200.00) and not more than Five Thousand Dollars ($5,000.00), and in default of payment to a term of imprisonment not to exceed ninety (90) days.

Other Provisions~~;~~

96) Any person who violates any other provision of, or permits any other thing to be done in violation of, this by-law is guilty of a summary offense and is liable, upon conviction, to the following:

a) for a first offense, a fine of not less than Two Hundred Dollars ($200.00) and not more than One Thousand Dollars ($1,000.00) and in default of payment thereof to a term of imprisonment not to exceed thirty (30) days;

b) for a second offense, a fine of not less than Three Hundred Dollars ($300.00) and not more than Two Thousand Dollars ($2,000.00) and in default of payment thereof to a term of imprisonment not to exceed sixty (60) days;

c) for each subsequent offense, a fine of not less than Five Hundred Dollars ($500.00) and not more than Five Thousand Dollars ($5,000.00) and in default of payment thereof to a term of imprisonment not to exceed ninety (90) days.

97) Any person who obstructs or hinders any person in the performance of their duties under this bylaw is guilty of a summary offense and is liable, upon conviction, to a fine of not less than Two Hundred Dollars ($200.00) and not more than Five Thousand Dollars ($5,000.00), and in default of payment to a term of imprisonment not to exceed ninety (90) days.

98) Where a person is convicted of an offence under this by-law and the court is satisfied that, as a result of the commission of the offence, clean-up or site remediation costs were incurred, whether by the Municipality or by a person, the Court may order the offender to pay, in addition to all other fines and penalties, restitution to the Municipality or person in an amount equal to the said clean-up or remediation costs.

99) Pursuant to the provisions of *the Municipal Government Act*, in addition to a fine imposed for a violation of this by-law a judge may order the imposition of a penalty in relation to any fee, cost, toll, or charge associated with the conduct that gave rise to the offence.

100) Pursuant to the provisions of the *Municipal Government Act*, in addition to a fine imposed for violation of this by-law a judge may order compliance with this by-law within a specified time.

101) Each day that a person commits any offence under this by-law constitutes a separate offence.

102) Where a breach of this by-law is anticipated or is of a continuing nature, the Town may, pursuant to the provisions of the *Municipal Government Act,* apply to a judge of the Supreme Court of Nova Scotia for an injunction or other order and the judge may make any order that is appropriate under the circumstances.

ADMINISTRATIVE TICKETING:

103) In lieu of prosecution under this by-law the Town or its designated agent may issue to any person it believes, upon reasonable grounds, has committed an offence under this by-law a Notice of Alleged Violation allowing the person to whom it is directed to avoid possible prosecution by means of the voluntary payment of a sum of money .

104) Any person who receives a Notice of Alleged Violation in relation to this by-law and where the said Notice so provides, may pay a penalty in the amount of One Hundred Dollars ($100.00) to the office of the Town Clerk provided that said payment is made within fourteen (14) days of the date of issuance of the Notice and said payment shall be in full satisfaction thereby releasing the person named from prosecution for the said alleged violation.

105) Nothing in this by-law requires the Town to issue a Notice of Alleged Violation in lieu of initiating a prosecution in relation to an alleged violation.

MEASUREMENTS

106) All measurements in this by-law are given in metric, which shall govern for the purposes of interpretation and enforcement of this by-law. Imperial measurements are included in parentheses for ease of reference only, and in some instances are only approximate.

REPEAL:

107) The existing Solid Waste Collection By-law# 38, of the Town of Lunenburg (and all amendments thereto) are hereby repealed.

Clerk's Annotation for Official By-Law Books Date of first reading: November 25, 2014
Date of advertising of Notice of Intent to Consider: December 17 and 24, 2014
Date of second reading: January 13, 2015
Advertisement date of By-Law passage and effective date: January 28, 2015
Mailing date to Department of Municipal Affairs three (3) certified copies of By-Law: February 12, 2015

I certify that this Solid Waste Management By-law was adopted by Council and published as indicated above.

_____ _____

Clerk Date

SCHEDULE A
Town of Lunenburg Additional
Privacy Bag Application

Residents may apply for additional privacy bag(s) for wastes generated due to medical or health-related issues. Privacy bag(s) used for this type of waste disposal should be opaque (black or dark green) plastic bags. Approved applicants will be permitted to place additional privacy bag(s) out for collection on their collection day. **Additional privacy bag(s) must be approved before placing them at the curb for collection.** A Privacy Bag application must be completed every two years for continued use of additional privacy bags.

Please provide the following information:

Resident Name:_____Resident Phone Number: _____

Resident's e-mail address: _____

Types of wastes to be placed in privacy bags(s): _____

Number of additional privacy bag(s) being requested: _____

Resident's Civic Address:_____

Are you the property owner? [ ] Yes [ ] No

If you are not the owner, please provide the following information:

Property Owner's Name _____
Property Owner's Phone Number:_____

Property Owner's e-mail address: _____

Date of Application: _____

Please return the completed form in one of the following ways:

By mail: Town of Lunenburg, PO Box 129, Lunenburg, Nova Scotia, BOJ 2C0,

Attention: ~~Lee Fougere~~ Ian Tillard , Town Engineer, or

by e-mail: ~~lfougere@explorelunenburg.ca.~~ itillard@explorelunenburg.ca

(See: next page for additional information)

Please note of the following:

All wastes including organics, recyclables, garbage, paper and cardboard must be sorted correctly in accordance with the Town's Solid Waste By-law even if have been approved for additional privacy bag(s).

Garbage bags (clear or opaque) cannot contain:

> Saturated, blood-soaked gauze and dressings (excess blood must be squeezed from dressings into toilet/sink, once squeezed, dressings are placed a garbage bag)

> Fluid-filled or blood-filled medical tubing or dialysis tubing (fluids must be emptied into toilet/sink, once emptied, tubing is placed in a garbage bag)

> Sharps, needles and lancets for blood testing (return to pharmacy for disposal)

> All unused medications (return to pharmacy for disposal)

Hazardous wastes must be taken to the Household Hazardous Waste Facility at Kaizer Meadow Environmental Management Centre which is located at 450 Kaizer Meadow Road, Chester, Nova Scotia, as such wastes cannot be collected with regular garbage.

Note: Privacy bag(s) are subject to inspection by the collection contractor or curbside waste inspector.

SCHEDULE B

TOWN OF LUNENBURG
MIXED WASTE BAG APPLICATION – PUBLIC WASTE ON BUSINESS PROPERTY

[Businesses may apply to the Town Engineer for approval to place mixed waste opaque (black or dark green) plastic bags out for collection where the business has a public waste container on its property for mixed waste brought onto the premises by customers (and not generated on the premises). **The use of mixed waste bags must be approved by the Town Engineer before placing them at the curb for collection.** A mixed waste bag application must be completed every two years for continued use of mixed waste bags.]

Please provide the following information:

Business Name:_____Business Phone Number _____

Business e-mail Address: _____

Types of wastes to be place in mixed waste bag(s):

_____

_____

Location of Container receiving public waste: _____

Number of Mixed Waste bag(s) being requested: _____

Business Civic Address: _____

Are you the property owner? [ ] Yes [ ] No

If you are not the owner, please provide the following information:

Property Owner's Name: _____
Property Owner's Phone Number: _____
Property Owner's e-mail address: _____

Name of occupant of premises: _____

Name of Applicant (owner and/or occupant) _____
Date of Application: _____

Please return the completed form in one of the following ways:
By mail: Town of Lunenburg, PO Box 129, Lunenburg, Nova Scotia, B0J 2C0, Attention: ~~Lee Fougere~~ Ian Tillard.
Town Engineer, or by e-mail: ~~lfougere@explorelunenburg.ca~~ itillard@explorelunenburg.ca

Please note the following: Waste which is prohibited pursuant to the By-law may not be placed in a mixed waste bag(s).

HERITAGE ADVISORY COMMITTEE MEETING RECOMMENDATIONS
MONDAY, APRIL 20, 2020

1. It is recommended that Council authorize the HAC to invite the Board of the Lunenburg Heritage Society for a discussion on the proposed Heritage Conservation District Plan and By-law and to receive their comments at a future meeting of the HAC prior to Council holding a Public Hearing.

   As the Draft Heritage Conservation District (HCD) Plan and By-law is currently on hold due to the pending Comprehensive Community Plan (CCP), it is recommended that the invitation to the Lunenburg Heritage Society wait until the HCD Plan and By-law is reviewed in light of the provisions of the CCP, Municipal Planning Strategy and Land Use By-law.

2. It is recommended that Town Council approve the following nominations for the Town's 2020 Heritage Recognition Award Ceremony.

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

3. It is recommended that Town Council refuse the 112-118 Lincoln Street, Registered Municipal Heritage Property, request to amend the Heritage Permit issued on October 23rd, 2019 for a heat pump screen as shown in Attachment H and Attachment I (Schedule "C").

HERITAGE ADVISORY COMMITTEE MEETING MINUTES

MONDAY, APRIL 20, 2020 AT 5:15 P.M.

Via Audio/Video Conference

PRESENT: Councillor Peter Mosher, Chair
Stephen Ernst
Nathalie Irving
David John Lobb
Oliver Osmond
Mayor Rachel Bailey, ex officio

ALSO PRESENT: Arthur MacDonald, Heritage Manager
Heather McCallum, Assistant Municipal Clerk

ABSENT: Councillor Ronnie Bachman

The Chair called the meeting to order at 2:11 p.m.

1. Agenda

Motion: moved and seconded to approve the agenda. Motion carried.

2. January 20, 2020 Heritage Advisory Committee meeting minutes

It was noted that there is an error in the January 20 meeting minutes, where it reads, "The next meeting was re-scheduled to Wednesday, April 20 at 5:15 p.m." It should read: "…rescheduled to Monday, April 20".

Motion: moved and seconded to approve the January 20, 2020 Heritage Advisory Committee meeting minutes, with the above correction. Motion carried.

3. Public Hearings and Presentations

Nil.

4. Unfinished Business

a. Heritage Conservation District Plan and By-law Review

The HM reviewed his report (Schedule "A") from page 6, where the current updates begin (purple-coloured text).

The report addressed, in summary:

- Town Council's February 11, 2020 decision to defer of the Heritage Conservation District (HCD) Plan and Bylaw until Project Lunenburg documents are completed and staff can do a comparison between documents to ensure there are no major

conflicts. He noted that in all likelihood, the First Reading of the HCD Plan and Bylaw will take place after the municipal election scheduled for October 17, 2020.

- Recognition of Parks Canada's Standard and Guidelines, Part 3.8 into the HCD Plan and Bylaw, and how the HCD Plan and Bylaw complies with same.

- A review of Project Lunenburg's "Built Heritage and Streetscapes" Discussion Paper and "What We Heard Report".

- A discussion of modern new builds and additions.

Motion: moved and seconded to recommend that Town Council authorize the HAC to invite the Board of the Lunenburg Heritage Society for a discussion on the proposed Heritage Conservation District Plan and By-law and to receive their comments at a future meeting of the HAC prior to Council holding a Public Hearing.

As the Draft Heritage Conservation District (HCD) Plan and By-law is currently on hold due to the pending Comprehensive Community Plan (CCP), it is recommended that the invitation to the Lunenburg Heritage Society wait until the HCD Plan and By-law is reviewed in light of the provisions of the CCP, Municipal Planning Strategy and Land Use By-law. Motion carried.

The Heritage Manager agreed to conduct a review of the HCD Background Study and bring back to the next HAC meeting, with a view to potentially amending the study and re-submitting to Council and the Province.

5. New Business

a. Heritage Recognition Awards

The Committee discussed the staff report (Schedule "B").

Motion: moved and seconded to recommend that Town Council approve the following nominations for the Town's 2020 Heritage Recognition Award Ceremony.

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

205 Pelham Street	Rehabilitating a building, including successfully integrating modern elements that contribute positively to the design of the original structure.
12 King Street	Successful adaptive reuse of a building that contributes positively to the design of the original structure.

Motion carried.

b. Heat Pump: 114-118 Lincoln Street

The HM reviewed his report (Schedule "C").

Motion: moved and seconded to recommend that Town Council refuse the 112-118 Lincoln Street, Registered Municipal Heritage Property, request to amend the Heritage Permit issued on October 23rd, 2019 for a heat pump screen as shown in Attachment H and Attachment I (Schedule "C"). Motion carried.

6. Adjournment

The next meeting is scheduled for Monday, July 20 at 5:15 p.m. if in person; at 2:00 p.m. if virtual.

Motion: moved and seconded to adjourn the meeting. Motion carried.

The meeting was adjourned at 3:15 p.m.

_____

Heather McCallum, Assistant Municipal Clerk

SCHEDULE "A"

Circulated: _____

Document No: 4(a)
Meeting: HAC – April 20, 2020
Circulate To: HAC, Council, BR,
File:

M E M O R A N D U M

TO: **TOWN COUNCIL/HERITAGE ADVISORY COMMITTEE**

FROM: **ARTHUR MACDONALD, HERITAGE MANAGER**

DATE: **APRIL 15, 2020**

RE: **HERITAGE CONSERVATION DISTRICT PLAN AND BY-LAW REVIEW**

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1. **FACT**

A. Preamble

This report is a running account of discussions with the Heritage Advisory Committee during the Plan and By-law review since the adoption of the "Background Study -Towards a Revised Heritage Conservation District" approved by Council on March 27th, 2018. The newer text sections have been highlighted in "purple" to identify the most recent additions to the report since the last submission to the Committee for ease of reference.

B. Background

During the regular meeting of March 27th, 2018 Council approved the "Background Study - Towards a Revised Heritage Conservation District" complete with a Public Participation Program. In keeping with the Heritage Conservation Districts Regulations, the Background Study was submitted to the Minister of Communities, Heritage and Culture for his determination as to whether further background studies would be required. On May 17, 2018 the Minister advised no further background studies would be required.

The revised Heritage Conservation District Plan was reviewed by the HAC during their meeting of May 15, 2018. During the HAC meeting of July 16th, 2018 the HAC initiated the review of the revised Heritage Conservation District By-law. Comments were received and amendments were introduced into the proposed By-law, outlined in "red". Staff met with the Town Solicitor to review the revised Plan and By-law. The attached draft By-law has incorporated revisions from this legal review. The most significant change is that due to Section 17 of the Heritage Property Act, designated Municipal Heritage Properties undertaking a substantial alteration will still require Council's approval even though it meets the heritage provisions of the By-law. Part 3.17 of the By-law has been revised to reflect this requirement.

During the HAC meeting of September 17th, 2018 the Committee reviewed a table outlining the differences between the MPS/LUB Architectural Control Areas provisions and the proposed provisions under the Heritage Conservation District By-law. It was noted that the MPS/LUB provisions restricted development styles to those existing within 300 feet of the development whereas the proposed Heritage Conservation By-law enabled the development of any style

compatible with Lunenburg's Historic Architecture Styles as outlined in Schedule "C" of the By-law. This provides a greater selection (flexibility) to the applicant with regards to their development plans.

The HAC meeting of September 17th, 2018 also reviews a table outlining the differences between the existing Heritage Conservation District By-law and the proposed Heritage Conservation District By-law. The following amendments were noted:

1) That the section dealing with "Aprons" under decks and stairs be amended to enable the use of composite materials that have the appearance of wood and to encourage the use of wooden material that are painted or stained in a solid colour or otherwise left to weather in their natural finished state.

2) That the section dealing with additions onto existing buildings not to exceed 25% of the existing building's footprint be made more clearer in keeping with the definition of "Existing" to prevent the accumulations of additions over time without triggering the requirement for a public hearing process.

During the HAC meeting of October 29th, 2018 the Committee reviewed the Heritage Conservation District By-law, Sections 1.0 through 4.0, as well as Schedule "A", Schedule "B", Schedule "C" and Sections 1.0 and 2.0 of Schedule "D", Design Guidelines.

It was agreed that the HM will make the following revisions to the By-law and Guidelines for further Committee consideration:

1. The trigger for a public hearing for demolition reviews should be set at greater than 25% of the building's footprint rather than the proposed 50% as envisioned in the By-law.

2. Attached solariums, pergolas and trellises should be prohibited on the principal front and flanking facades of buildings.

3. Both canvas and plastic tarp shipyard buildings east of Ship Yard Hill will be further discussed.

During the HAC meeting of November 19, 2018 the Committee was in general agreement with the revisions to reduce the trigger for a public hearing for demolitions from 50% to 25% of the building's footprint as well as the revisions regarding attached solariums, pergolas and trellises being prohibited on the principal front and flanking facades.

The Committee discussed canvas and plastic tarp buildings and was in general agreement to enable them in the Marine Industrial (MI) Zone subject to being "temporary" under a proposed Land Use By-law provision. However, it was agreed that the issue pertaining to whether they should be for the shelter of ships and vessels solely, or if marine related purposes would also be appropriate should be further discussed. The Committee agreed to review this issue at the next meeting. Proposed drafts for the Committee's consideration are outlined below:

4.2 Types of development for which a Certificate of Appropriateness shall not be required

A Certificate of Appropriateness shall not be required for the following types of development:

(8) canvas and plastic tarp buildings on lots directly abutting Lunenburg's Harbour located in the Marine Industrial (MI) Zone, subject to the requirements of the Land Use By-law, for the enclosure of ships, vessels and/or for the enclosure of other marine related equipment and accessory components.

5.23 Canvas and Plastic Tarp Shipyard Buildings

Notwithstanding anything else in this By-law, canvas and plastic tarp buildings may be erected on lots directly abutting Lunenburg's Harbour located in the Marine Industrial (MI) Zone, subject to the requirements of the Land Use By-law, for the enclosure of ships, vessels and/or for the enclosure of other marine related equipment and accessory components without the issuance of a Certificate of Appropriateness.

The Committee then initiated the review of Part 3.0 "New Residential Buildings" of Schedule "D" – Design Guidelines. Overall the Committee was in general agreement with the provisions and agreed to pick-up and continue its review starting with Part 4.0 "New Commercial Buildings" at the next meeting.

During the HAC meeting of January 21, 2019 the committee was in agreement with the wording associated with Part 4.2 and Part 5.23 as submitted. The Committee then focus on Section 4.0 New Commercial Buildings and Section 5.0 New Waterfront Buildings.

Under Section 4.0 the Committee was in agreement that Part 4.6 Set-back should apply to all buildings and agreed to a slight re-wording from the version circulated for the meeting: "New commercial buildings shall have," to "New buildings in the GC zone shall have…" to be applicable for all new buildings along the streetscape, not just commercial buildings.

Under Section 5.0 the Committee recommended a re-wording of Part 5.22. Discussion arose about concerns about encasing concrete in traditional wood re: cost, aesthetic, maintenance, and safety. It was agreed that (a) concrete pilings are acceptable; and (b) above the waterline, it is preferred that concrete decking be encased in wood but will not be required.

5.22 Wharves

The preferred material for wharves and wharves' decking is wood. However, wharves may be constructed of modern materials such as reinforced concrete piles with concrete decking or with modern composite materials. It is preferred when modern materials are used the modern material above the water line are encased with traditional wooden materials. However, modern materials above the water line not encased in traditional wooden materials are acceptable.

Overall the Committee was in agreement with the provisions of Part 4.0 and Part 5.0 and agreed to pick-up and continue its review starting with Part 6.0 "New Institutional Buildings" at the next meeting.

During the HAC meeting of March 18, 2019 the Committee reviewed Part 6.0 "New Institutional Buildings", Part 7.0 "Accessory Buildings (Outbuildings)" and Part 8.0 "Fences" and agreed to begin the next meeting with Part 9.0 "Signs" at the next meeting.

The Committee had a general discussion on what happens when a proposal does not meet the Design Guidelines. Currently there is no mechanism to allow approval of a development that does not meet the design guidelines, but it may be in Lunenburg's best interest to consider a mechanism to enable Council to consider the proposal rather than refusing the development outright or undertaking an amendment process to the By-law which requires a Public Hearing and Provincial approval, roughly a 3-6 month process. The HM will consider adding a "notwithstanding" clause to allow for a less onerous mechanism in consultation with the Town's Solicitor.

The illustrations in Part 7.15 dealing with "roof top Decks" for accessory buildings will be deleted to avoid confusion.

Under Part 8.0 “Fences” the Committee discussed whether it was appropriate to enable “Wooden Post and Iron Pipe fences”. It was agreed that the option should still remain with the inclusion of “Wooden or concrete post and iron pipe fences”.

Under Part 9.0 “Signs” it was agreed to add signage definitions from the Land Use By-law.

The Committee agreed to pick-up and continue its review starting with Part 9.0 “Signs” at the next meeting.

During the HAC meeting of May 27, 2019 the Committee reviewed Part 9.0 “Signs”, Part 10.0 “Utility Structures” and Part 11.0 “Retaining Walls”.

It was agreed that Part 10.1 be amended to ensure that utility structures located on or supported by the ground are prohibited from being located in the principal front yard or flanking yard of a property.

The HM submitted his memo regarding the inclusion of 5 additional Accessory Buildings that would require a Public Hearing prior to the issuance of a demolition permit. It was agreed that this concept will be reviewed again at the following meeting.

The HM introduced his memo regarding a general “Notwithstanding Clause” that would enable applicants the ability to go through a Public Hearing process for those developments that are not in compliance with the Heritage Conservation District By-law provided there is a significant community benefit. It was agreed that this provision would not be included in the proposed Plan and By-law but was identified as a provision that we would keep in mind in case a situation arises in the future where Council may be so inclined to implement at a later date.

This completed the HAC’s review of the proposed Heritage Conservation District Plan and By-law. It was agreed that the entire Plan and By-law will be submitted to the Committee during the following HAC meeting schedule for September 16th, 2019.

During the HAC Meeting of September 16th, 2019 the Committee reviewed the staff report regarding Accessory Buildings. Though all five accessory buildings were worthy of special protection requiring Council’s permission prior to the issuance of a demolition permit, it was agreed to accept those whose owners had agreed to the special protection measures, namely 120 Tannery Road and 160 Tannery Road. It was agreed that these two accessory buildings be added to the existing list of 36 Pelham Street and 56 Prince Street, pursuant to the Heritage Conservation District Plan and By-law review.

The Committee reviewed the draft Heritage Conservation District Plan and By-law and agreed to proceed with two Public Participation Meetings. The first scheduled for October 15th, 2019 which will focus on the Plan and By-law provisions and a second meeting scheduled for October 21st, 2019 focusing on the Design Guidelines.

Public Participation Meeting Review:

Two Public Participation Meetings were held (October 15th and October 21st, 2019) to obtain public feedback concerning the draft of the proposed Heritage Conservation District Plan and By-law.

During the Public Participation Meetings, the HAC heard comments that the requirement to paint or stain railings and fences should be removed. There was agreement from the committee members that this was a reasonable request and the Design Guidelines have been amended to reflect this notion.

Comments were received regarding the extension of the District's boundaries along the shoreline of Lunenburg's harbour, including the Foundry lands, the Golf Course as well as an extension along Bruma Road. Concepts Drawings A through F outlining the areas are attached for discussion. A further submission was received and is attached as Attachment D.

Though the Heritage Conservation Districts Regulations do not shed any light on whether a new background study would be required if the boundaries change, it should be noted that the Province may wish the Town to undertake a new Background Study if the proposed boundaries do change significantly. Note if the Province requires a new Background Study the Plan and By-law's approval and implementation may not happen until after the municipal elections in the fall of 2020.

Part 7(1) of the Heritage Conservation Districts Regulations - Background Study:

Background studies and information
7 (1) 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).

(2) After acceptance by a council of background studies prepared pursuant to this Section, the council shall provide public access to the studies and provide two copies of the studies to the Minister.
(3) Within sixty days of the receipt of the studies, the Minister may prescribe additional background studies.
(4) The Minister shall advise the council when no additional studies are required.

Fees were raised as a concern. Though Certificates of Appropriateness and Development Permits are free, it is recommended that Council consider waiving the advertising costs associated with any required Public Hearing pursuant to the revised Heritage Conservation District Plan and By-law.

The Town received four (4) written submissions with regards to the Public Participation process. They are attached in Attachment C, D and E.

During the HAC meeting of November 18th, 2019 the public comments as well as the written submissions received through the Public Participation Meetings were discussed. Conversations during the Public Participation Meetings as well as the written submissions indicated a desire to extend the District's boundaries around the harbour to protect the aesthetics of the historic working waterfront. There was a desire of the committee members to keep the Review in line with a timetable that would enable Council to approve the District Plan and By-law prior to municipal elections in the fall of 2020 and maintain its approval in-line with the approval timetable of the proposed Comprehensive Community Plan, Municipal Planning Strategy and Land Use By-law. It was acknowledged that the extension of the boundaries would require the submission of a new Background Study which would require provincial review and may cause the process to be delayed beyond the municipal elections. Therefore, there was agreement to maintain the district boundaries as they were and consider the boundaries extension when deemed appropriate at a later date.

The Committee also discussed the ABCO's proposal in light of the proposed District Plan and By-law. There was agreement that industrial buildings along the New Town Waterfront Area should be able to use metal siding, particularly if the area had other existing buildings nearby cladded with metal siding.

The triggers requiring a Public Hearing for certain developments such as new industrial buildings in the Waterfront Area was discussed and whether such requirement could be relaxed in the Tannery Road Waterfront Buildings Area to encourage industrial developments. These concepts are further explored in Appendix "A" for your consideration.

During the HAC Meeting of January 20th, 2020, the Committee endorsed the concept of proceeding with the proposed District boundaries as envisioned in the approved Background Study. With regards to the ABCO review, the Committee endorsed the concept of providing a notwithstanding clause to enable Industrial buildings in the Tannery Road Waterfront Building Area the ability to use metal cladding. The Committee also endorsed the concept of enabling new Industrial building to be permitted to be developed in the Tannery Road Waterfront Building Area without the requirement for a public hearing process provided all other applicable provisions of the By-law are satisfied.

The Committee review submissions received during the Public Participation Meetings with regards to whether the railings and posts and fences should be painted or stained a solid colour or otherwise left to weather in their natural finished state. The Committee endorsed the concept of keeping the options open to the applicant as to whether they wish to paint, stain or leave the wood to weather in its natural finished state.

The Committee review submissions received during the Public Participation Meetings with regards to regulating colour. The Committee supported the concept to educate applicants through historic colour brochures such as the "Historic Colours of Newfoundland" and "Benjamin Moore Historical Collection" brochures as a means of encouraging applicants to consider historic colours rather than regulating specific colours.

Relationship with Comprehensive Community Plan (CCP):

During the Council meeting of February 11, Council passed the following motion:

> *Motion: moved and seconded that Council defer further consideration of the Heritage Conservation District Plan and Bylaw until such time as draft Municipal Planning Strategy, Land Use Bylaw, and Subdivision Bylaw are available as part of Project Lunenburg. Motion carried.*

Therefore, in most likelihood, the First Reading of the Heritage Conservation District (HCD) Plan and By-law will take place after the municipal elections scheduled for October 17th, 2020. This will give the HAC time to review the HDC Plan and By-law in light of the Comprehensive Community Plan (CCP), the draft Municipal Planning Strategy (MPS) and the draft Land Use By-law (LUB) and Subdivision By-law.

The Heritage Property Act and its corresponding Heritage Conservation Districts Regulations only enables certain items to be addressed through a Heritage Conservation District Plan and By-law. The CCP is much broader in scope. For example, such items such as culture, education and lifestyle, (the intangibles) are not directly related to the built environment (buildings) and as such would be better suited to be included in a Heritage Cultural Strategy document. However, there could be some overlap with policies of the CCP and the MPS that would need clarifying in the HCD Plan and By-law. A review of Project Lunenburg's Discussion Paper on "Built Heritage and Streetscapes" and the associated "What We Heard Report" is attached in **Attachment "A".**

Staff will review the Comprehensive Community Plan (CCP) as well as the CCP's outcomes, namely the Municipal Planning Strategy, Land Use By-law and Subdivision By-law to ensure there are no major conflicts between documents.

Parks Canada Standards and Guidelines:

One reoccurring theme in the development of the CCP is the notion of enabling modern developments in the Heritage Conservation District. The Standards and Guidelines provide the notion that original historic artifacts should remain distinguishable from any new element(s) introduced, whether it is introduced to the building, its settings, its streetscape or its area. So the "new" can be distinguishable from the "old". The Standards and Guidelines, Standard 11 provides the following:

> **Standard 11**
>
> **(a)** Conserve the heritage value and character-defining elements when creating any new additions to an historic place or any related new construction. (b) Make the new work physically and visually compatible with, subordinate to, and distinguishable from the historic place.

The Heritage Conservation District By-law attempts to create a balance where additions or new constructions are visually compatible yet distinguishable from the historic place. The existing HCD Plan and By-law as well as the proposed HDC Plan and By-law follows this notion as is evident in the Canadian Architect article attached in **Attachment "C".** The Proposed HCD Plan and By-law specifically mentions Standard 11 of the Standards and Guidelines as outlined in **Attachment "A".**

If we proceed with amendments that enable modern developments with no design guidelines to ensure "compatibility" we would need to question the overall intent of the Heritage Conservation District By-law. The triggers with regards to when we proceed through a public hearing stage would need to be revisited. For example, why would we hold a public hearing for a review of the design of a new modern commercial development if there are no design guidelines under the By-law? The proposed By-law attempts to tighten the existing By-law to enable better interpretation and enforcement while maintaining set options/flexibility where specifically identified. We could go back to "may" or "should" to provide more flexibility in modern development designs, but Staff believes there is sufficient flexibility in the proposed By-law to create compatible yet distinguishable developments, that respect the old while providing the designer the option to add modern design elements into the fabric of the district. Modern new builds and additions are further discussed in **Attachment "B".**

In keeping with Policy 4.8.1 of the existing Heritage Conservation District Plan and Part 4.9 of the Heritage Conservation District By-law, it is recommended that Council authorize the HAC to invite the Lunenburg Heritage Society to attend a HAC meeting to receive their comments for Council's consideration prior to holding a Public Hearing. Though Policy 4.8.1 intent is to provide for the Lunenburg Heritage Society's input for those developments requiring a Public Hearing for demolition or removal, it is recommended that their feedback be also be received for the Public Hearing for the adoption of a revised Heritage Conservation District Plan and By-law. Policy 4.8.1 of the HCD Plan as well as Part 4.9 of the HCD By-law are attached as **Attachment "G"** for your review**.**

Council will be considering the removal of Lot A1 Dufferin Street and the six (6) ABCO lots along Tannery Road from the Architectural Control Area in May, 2020. If they are removed, it is recommended that they also be excluded from the Heritage Conservation District as the intent was to incorporate the Architectural Control Areas into the Heritage Conservation District.

C. Proposal

Throughout the By-law review the Committee discussed the restrictions on the use of materials. Staff recommended the status quo with regards to the restriction on wooden cladding materials but acknowledge the need to recognize issues pertaining to the longevity and maintenance of wooden materials. For example the By-law currently enables the use of vinyl insert windows, the use of metal roofing materials and the use of composite materials that have the appearance of wood in limited cases such as curved posts and aprons under decks and stairs. The By-law also enables the use of non-combustible materials where required under the Building Code. Providing provisions that recommends materials but may include others, essentially enables the others as-of-right. This creates a slippery slope that may have dire consequences in the long run and is not recommended. Council does have the ability to incorporate provisions such as a "notwithstanding anything contained in this by-law" clause which could require, for example, the approval of modern composite materials through a public hearing process. This type of provision put the onus of approval on Council, the resolution of which may prove difficult at the best of times due to completing viewpoints between the needs of the applicant, neighbours, citizen groups, etc. Council's approval through the public hearing process may also be appealed to the Public Utility and Review Board pursuant to Section 19H (1A) of the Heritage Property Act. This may cause animosity between groups of competing viewpoints and could result in a no win situation. Rather than open Pandora's Box at this time, it is recommended that we do not implement a notwithstanding clause of this nature at this time.

2. ISSUES AND OPTIONS ANALYSIS

The submission of the draft Heritage Conservation District Plan and By-law is intended for information purposes to aid in the further development of the District's Plan and By-law. Once the HAC and the Town Solicitor are comfortable with the draft, the HAC will then advertise for a Public Participation Meeting in keeping with the Public Participation Program.

The Public Participation Meetings were held on October 15th and 21st, 2019. It is the intention of the HAC to review the comments received.

3. FINANCIAL IMPACT

There is a financial cost associated with undertaking a Revised Heritage Conservation District Plan and By-law. Sufficient funds have been allocated to proceed with the development of the Revised Heritage Conservation District Plan and By-law in the 2019/20 fiscal year's budget.

There would also be additional costs associated with waiving the advertisement fees for required Public Hearings associated with the revised Heritage Conservation District Plan and By-law.

4. STRATEGIC PLAN RELEVANCE

This project is in keeping with:
Strategic Plan Goal #1 – To enhance appreciation of Lunenburg's heritage;
Strategic Plan Goal #2 – To promote our UNESCO designation;
Strategic Plan Goal #5 – To develop and update Town By-laws;

5. RECOMMENDATION AND DRAFT MOTION

It is recommended that Council authorize the HAC to invite the Lunenburg Heritage Society for a discussion on the proposed Heritage Conservation District Plan and By-law and to receive their comments at a future meeting of the HAC prior to Council holding a Public Hearing.

As the Draft Heritage Conservation District (HCD) Plan and By-law is currently on hold due to the pending Comprehensive Community Plan (CCP), it is recommended that the invitation to the Lunenburg Heritage Society wait until the HCD Plan and By-law is reviewed in light of the provisions of the CCP, Municipal Planning Strategy and Land Use By-law.

ATTACHMENTS:

- **A.** A review of Project Lunenburg's "Built Heritage and Streetscapes" discussion paper and "What We Heard Report".
- **B.** Modern New Builds and Additions.
- **C.** Canadian Architect: Homecomings: B2 Lofts, Lunenburg, Nova Scotia - Example of Modern Elements in District in keeping with Standard 11 of Parks Canada Standards and Guidelines.
- **D.** Articles 172-174 Operational Guidelines for the Implementation of the World Heritage Convention
- **E.** Proposed Heritage Conservation District Maps.
- **F.** Background Study for the 2000 Heritage Conservation District (HCD) Plan.
- **G.** Policy 4.8.1 of the HCD Plan and Part 4.9 of the HCD By-law

Acknowledged by:

Bea Renton
Town Manager/Clerk

ATTACHMENT "A"
A review of Project Lunenburg's "Built Heritage and Streetscapes" Discussion Paper and "What We Heard Report".

1) **The proposed Heritage Conservation District (HCD) Plan recognizes Parks Canada's Standard and Guidelines. Part 3.8 of the proposed Plan is outlined below:**

3.8 Parks Canada Standards and Guidelines

Parks Canada has developed the Standards and Guidelines for the Conservation of Historic Places in Canada (Second Edition, 2011) which has been adopted by all Canadian provinces and territories including Nova Scotia. The Standards and Guidelines provides best practices for the care and conservation of heritage resources including cultural landscapes such as Heritage Districts. The Standards and Guidelines stresses the importance of retaining the character defining elements of a building, streetscape, or area as the case may be. New works should be compatible with, subordinate to and distinguishable from the historic place (Standard 11). The conservation of the heritage value and character-defining elements of buildings and their settings is paramount. The heritage value and character-defining elements should remain legible or enhanced after any development proposal.

> **3.8.1** It shall be the intention of Council to promote conservation practices that help protect the heritage value and character-defining elements of buildings and settings by encouraging developers to consult with the most recent version of Parks Canada's Standards and Guidelines for the Conservation of Historic Places in Canada as revised, updated or amended from time to time.
>
> **3.8.2** It shall be the intention of Council to adopt Standard 11 of Parks Canada Standard and Guidelines by including in the Heritage Conservation District By-law a provision requiring the review of development proposals for the conservation of the heritage value and character-defining elements when any new developments are introduced to the District; and, a review to aspire for any new developments to be physically and visually compatible with, subordinate to, and distinguishable from the historic place.

The Heritage Conservation District By-law notes the following:

3.18 Compliance with Parks Canada's Standards and Guidelines - Standard 11

Policy 3.8.2 provides for the adoption of Standard 11 of Parks Canada's Standards and Guidelines. New works should be compatible with, subordinate to and distinguishable from the historic place (Standard 11).

To this end, development submissions/proposals:

> **(1)** shall be reviewed for the conservation of the heritage value and character-defining elements when any new developments are introduced to the District; and

(2) shall be reviewed to aspire for any new developments to be physically and visually compatible with, subordinate to, and distinguishable from the historic place.

In addition,

In the case of an addition, modern design styles and materials not in compliance with Schedule "D" Design Guidelines, may be used in the transitional space between existing and new for the first 20% of the addition's façade length (1/5th of the addition's façade) to distinguish the addition from the existing building. The design guidelines shall continue to apply to the remaining 80% of the addition's façade length (4/5th of the addition's façade).

In addition,

The Standards and Guidelines may be used to assist the Heritage Officer in determining whether or not proposed alterations or additions are generally consistent with the existing structure and streetscape.

2) The proposed Heritage Conservation Plan (HCD) and By-law does not limit regulations to pre-1940 buildings. All buildings are regulated by design guidelines no matter when they were built. There are differences in the design guidelines according to the type of building, for example residential buildings are treated differently than commercial buildings and modern buildings may be renovated in-keeping with their particular design style with the option of being renovated in-keeping with the design style of any of Lunenburg's traditional architectural styles. Modern design elements may be introduced to create a development that is physically and visually compatible with, subordinate to, and distinguishable from the historic place.

3) Views outside of the district and/or over bodies of water cannot be regulated or protected under the Heritage Property Act and therefore cannot be regulated pursuant to a Heritage Conservation District (HCD) Plan and By-law.

4) The history section of the HCD Plan has been expanded to recognize the Mi'kmaq and Acadian. The Comprehensive Community Plan (CCP) may include a policy for further discussions with the First Nations to broaden the Lunenburg (Merligueche) narrative. However, the HCD Plan focuses on the "existing" built environment and as such is not the appropriate document to address historic significance related to culture, education, or life-styles (the intangibles) unless they are directly associated with a particular building's Statement of Significance (character-defining element). In this case only the built element, or section (part) of the building (the tangible) would be applicable. The appropriate place for these types of policies would be in the CCP, or a Heritage Cultural Strategy, or as part of the Municipal Planning Strategy (MPS).

5) In the "What we Heard Report" there was divergences in opinion for controls verses no controls.

Old Town Lunenburg is a National Historic Site and an UNESCO World Heritage Site. We have an obligation pursuant to Article 172 of the Operational Guidelines for the Implementation of the World Heritage Convention to manage this historic site. Articles 172-174 are enclosed in **Attachment D**.

Council is acknowledged as the state party to manage the UNESCO World Heritage Site. The level of controls is under their authority/administration. The implementation of no architectural design controls over the site would seriously impact Old Town Lunenburg's ability to remain a World Heritage Site. Therefore, the question really is to what extent (level) Council wishes to impose controls to meet their obligations pursuant to the Convention. In staff's opinion, a certain level of control is required.

In the "What we Heard Report" the use of modern materials was discussed. The HAC discussed this issue throughout the review and recommended to maintain the "authentic" use of wood as the District's cladding material unless non-combustible cladding is required under the building code.

The UNESCO World Heritage Site acknowledges the authenticity of the site with wood construction and wooden materials. The use of modern materials such as glass curtain walls, concrete panels, tilt-up construction techniques, metal panels, varying open to wall ratio percentages, modern roof designs, etc, will have a dramatic impact on the visual authenticity, impacting the storyline of what is special about Lunenburg. Once Pandora's Box is open it will be very difficult to close. The damage would have been done. One of the reasons for implementing controls was due to the apparent need to reverse the damage vinyl siding has done to the historic homes and streetscapes within the District. You may wish to review the Background Study for the 2000 Heritage Conservation District Plan for further information attached as **Attachment F**.

6) In the "What we Heard Report" the importance of maintaining a Tree Inventory and Tree Maintenance Plan was discussed. Policies incorporated in the HCD Plan outlines the following:

"Trees and Vegetation

Trees play an important part in establishing the visual character of the Heritage Conservation District. Most trees are situated in public street right-of-ways owned and maintained by the Town. The Town carried out a public tree inventory in 1982 and operates, through the Public Works Department, a public tree conservation and maintenance program. The Town completed "The Stewardship of Lunenburg's Green Infrastructure – A Report on Town-owned Trees" in 2014. The Report outlined tree policies for preserving and enhancing the public tree canopy.

2.2.3 It shall be the intention of Council to conserve trees on public property in the Heritage Conservation District through a regular program of tree inspection and maintenance and through participation in programs such as the Tree Plan Canada Program.

2.2.4 It shall be the intention of Council to consider the policies as laid-out in the 2014 "The Stewardship of Lunenburg's Green Infrastructure – A Report on Town-owned Trees" and implement a varied species tree planting program to ensure that the future tree-scape of the Town will be as healthy, varied and full as possible."

7) In the "What we Heard Report" the importance of maintaining views outside the district or over water bodies, particularly views over the harbour and views from the harbour towards Town, was discussed. Views outside the district or over bodies of water cannot be regulated through a HCD Plan and By-law. The authority to implement a municipal heritage conservation district comes from the Heritage Property Act and the Heritage Conservation District Regulations made pursuant to the Act. The Act only enables the protection of views from public places within the District to places within the District as acknowledged in the Regulations Definition of "Setting" outlined below:

Heritage Property Act Regulations:

Definitions
2 In these regulations …

(j) "setting" means the arrangement of

(i) open spaces,

(ii) topography,

(iii) vegetation,

(iv) views from public places within the district to places within the district, and

(v) other natural or constructed features,

that together comprise the visual and physical surroundings of buildings in the district, and that may have historic or architectural significance in their own right;

Content of a conservation plan
4 (1) A conservation plan may include statements of policy with respect to the following:

(a) the conservation, preservation, restoration, rehabilitation, alteration or redevelopment of buildings or structures and their settings based upon their historic or architectural value;

(b) the demolition or removal of buildings or structures in the district;

(c) the effects of any alteration or redevelopment of the service infrastructure upon the heritage value of the district;

(d) the location and architecture of new developments and their settings in relationship to existing developments and their settings within the district;

(e) the conservation of settings;

(f) tourism and community improvement undertakings in the district;

(g) relationship of the proposed conservation plan and conservation by-law with other municipal, provincial or federal community planning or heritage planning policies, regulations or programs, other than those referred to in clause (e) of subsection (2);

(h) the use of agreements as provided for under Section 20 of the Act; and

(i) any other matter relating to the conservation of the historical, architectural or cultural value of the district.

8) In the "What we Heard Report" it recognized the importance of having a policy regarding Fire suppression in the District and the entire Town. The Town is mainly constructed of combustible wooded materials in close proximity to one another and it is recommended that such a provision be included in the CCP as well as the MPS. It does not necessary need to be in the HCD Plan.

9) In the "What we Heard Report" it recognized the importance of having policies regarding Climate Change threats. This, like Fire suppression, is applicable for the entire Town and it is recommended that such provisions be included in the CCP as well as the MPS. It does not necessary need to be in the HCD Plan.

10) In the "What we Heard Report" it recognized the support for green technologies such as solar panels. The provision to enable solar panels have been incorporated into Plan and By-law.

11) In the "What we Heard Report" it recognized the importance of expanding the narrative, the role of history, people and culture and Arts. These items should be incorporated into the CCP and/or MPS, not a Heritage Conservation District Plan and By-law whose main focus is on the built (tangible) environment. More appropriate to be included in a Heritage Cultural Strategy.

12) In the "What we Heard Report" it recognized the importance of having policies regarding the historic Landscape. The District Plan and By-law Policies 2.2.3 and 2.2.4 touches on this. The setting is very important and any substantial alternation to the setting that affects the character-defining elements of the District would be reviewed as part of any development proposal, particularly those requiring a public hearing.

13) In the "What we Heard Report" it recognized the importance of having policies regarding public amenities; street infrastructure, street lighting, active transportation, etc. can be incorporated in CCP/MPS. Most of these items are implemented by the municipality and as such are better suited for a Town Policy, such as a CCP and not a regulatory By-law such as a Heritage Conservation District By-law.

ATTACHMENT "B"
Modern New Builds and Additions

If we enable modern new builds and modern additions to existing structures, what are we trying to accomplish with regards to the triggers for a Public Hearing? Why not just eliminate the triggers and enable new construction to proceed as-of-right? Why bother limiting additions to 25% of the existing footprint?

The trigger are currently:

4.3 Types of Development Requiring Public Hearing

Applications for a Certificate of Appropriateness for the following types of development shall be referred by the Heritage Officer to Council for consideration at a Public Hearing:

(1) The demolition or removal of

a) more than 10 % of the total usable floor area of all floors of the main building including the usable floor areas of any basement and attic; or

b) any part of a main building for which the cumulative sum of all areas of its horizontal dimensions exceeds 25% of the area of the existing footprint of the main building.

(2) The demolition or removal of

a) more than 10 % of the total usable floor area of all floors of the

Anderson Barn (45 Montague Street);
Benjamin Knock Cobbler Shop (56 Prince Street);
Maurice Lohnes Barn (160 Tannery Road);
James Edwin Schwartz Barn (120 Tannery Road);

including the usable floor areas of any basement and attic; or

b) any part of the

Anderson Barn (45 Montague Street);
Benjamin Knock Cobbler Shop (56 Prince Street);
Maurice Lohnes Barn (160 Tannery Road);
James Edwin Schwartz Barn (120 Tannery Road);

building for which the cumulative sum of all areas of its horizontal dimensions exceeds 25% of the area of the existing footprint of the building.

(3) Any new building containing more than two (2) dwelling units;

(4) Any addition to a building which is greater than 25% of the area of the existing building's footprint, or any addition where the cumulative sum of the area of additions over time is greater than 25% of the existing building's footprint, as it existed on September 4th, 2000 (either as an addition to the sides of the building or on top such as an additional storey). Notwithstanding the foregoing, those buildings located in the Waterfront Buildings Area as identified on Schedule "B", Waterfront Buildings Area Map are exempt from this provision;

and

(5) Any new commercial buildings, any new industrial buildings, or any new institutional buildings including public buildings.

The UNESCO World Heritage Site acknowledges the authenticity of the site with wood construction and wooden materials. The use of modern materials such as glass curtain walls, concrete panels, tilt-up construction techniques, metal panels, varying open to wall ratio percentages, modern roof designs, etc, will have a dramatic impact on the visual authenticity, impacting the storey line of what is special about Lunenburg. Once Pandora's Box is open it will be very difficult to close. The damage would have been done.

We could introduce new policy provisions such as the following but it is not recommended.

"4.15 Modern Additions

Notwithstanding anything contained in Schedule "D" Design Guidelines of this By-law, modern contemporary design additions may be constructed in the Heritage Conservation District provided the work is physically and visually compatible with, subordinate to, and distinguishable from the existing structure and that the character-defining elements of the existing structure are conserved and maintained with minimal impacts. This includes using materials, assemblies and construction methods that are well suited to the existing building's materials. The addition must not detract from the historic place or impair its heritage value."

"4.16 Modern New Buildings

Notwithstanding anything contained in Schedule "D" Design Guidelines of this By-law, modern contemporary design new buildings may be constructed in the Heritage Conservation District provided the form, orientation and massing of the new building is compatible with the overall form, orientation and massing of existing buildings along the streetscape in which it is located and built of traditional wooden and glass materials or otherwise of a material enabled by this By-law."

We have included the following provision to enable additions to existing buildings to be distinguishable from the heritage asset which enables modern elements to be introduced:

3.18 Compliance with Parks Canada's Standards and Guidelines - Standard 11

Policy 3.8.2 provides for the adoption of Standard 11 of Parks Canada's Standards and Guidelines. New works should be compatible with, subordinate to and distinguishable from the historic place (Standard 11).

To this end, development submissions/proposals:

(3) shall be reviewed for the conservation of the heritage value and character-defining elements when any new developments are introduced to the District; and

(4) shall be reviewed to aspire for any new developments to be physically and visually compatible with, subordinate to, and distinguishable from the historic place.

In addition,

In the case of an addition, modern design styles and materials not in compliance with Schedule “D” Design Guidelines, may be used in the transitional space between existing and new for the first 20% of the addition’s façade length (1/5th of the addition’s façade) to distinguish the addition from the existing building. The design guidelines shall continue to apply to the remaining 80% of the addition’s façade length (4/5th of the addition’s façade).

In addition,

The Standards and Guidelines may be used to assist the Heritage Officer in determining whether or not proposed alterations or additions are generally consistent with the existing structure and streetscape.

Attachment C
Homecomings: B2 Lofts, Lunenburg, Nova Scotia
Example of Modern Elements in District in keeping with Standard 11 of Parks Canada Standards and Guidelines

CANADIAN ARCHITECT

- Homecomings: B2 Lofts, Lunenburg, Nova Scotia

Homecomings: B2 Lofts, Lunenburg, Nova Scotia

By **Donald Chong** On **Apr 1, 2020**

Share

PROJECT B2 Lofts, Lunenburg UNESCO World Heritage Site, Nova Scotia
ARCHITECT MacKay-Lyons Sweetapple Architects
TEXT Donald Chong
PHOTOS Matthew MacKay-Lyons



Set on one of the main streets of Old Town Lunenburg, a pair of structures inflects heritage typologies with contemporary programs and details.

Located on lands previously inhabited by native Mi'kmaq and Acadians, Lunenburg is widely considered the continent's best preserved planned British colonial settlement. It is best known for its brightly coloured mix of shingle-sided and gabled structures, climbing the steep hillside along the harbour.

These picture-perfect façades form a compact urban setting, built upon a 270-year-old working waterfront. In 1995, Old Town Lunenburg was designated a UNESCO World Heritage Site for its living catalogue of architecture related to 18th- and 19th-century fishing, shipping and shipbuilding. An extraordinary number of its timber buildings were handcrafted by German and Swiss Protestant settlers, and have been scrupulously preserved. While known for being the birthplace of the Bluenose, Lunenburg's advanced shipwright culture produced an array of businesses and accompanying buildings—from foundries to sailmakers, and from cooperages to blacksmiths.

To this day, many of Lunenberg's prime harbour locations continue to be used for the maritime industries, including a scallop fishery, a millwright's shed, and a dory building shop (for the local cod-fishing boats originally deployed from schooners at sea).

Rigorous heritage conservation is the starting point for any architectural intervention in this milieu. So it is particularly interesting to examine a new project in the heart of Lunenberg, developed and designed by MacKay-Lyons Sweetapple Architects (MLSA).

"Laurel and Hardy": Partnering and Infill

At first blush, B2 Lofts is a simple pair of structures on the well-travelled (and largely gentrified) Montague Street, the town's southernmost thoroughfare. Look more closely, and it reveals itself as a spirited architectural duo of forms—a pleasantly balanced "Laurel and Hardy" pairing.

A new addition to the east is slender and nimble, adorned in dory-yellow paint and weathering cedar. To the west is a finely refurbished nineteenth-century gabled commercial building—stoic, stout and rendered in charcoal tones. All told, this combination of two ostensibly separate buildings on a compact lot yields a rich mix of programs: six residential units shared between the two sides, a small retail unit, and a full-depth double-fronting space that currently houses MLSA's Lunenburg architectural studio.



The project includes a new addition, to the left, and a refurbished commercial building, to the right.

Syntax and Strategy: Trim Modernism

The most striking aspect of B2 Lofts is its confident and unapologetic embrace of Lunenberg's architectural vernacular. Double-hung windows, wide-boarded corners, painted trim boards, panelled wood doors and articulated bargeboard details are all gracefully deployed—and, as if with a gentle wink to those who are attentive, with seemingly modern sensibilities.

The brevity and resulting dexterity with which B2 Lofts works within its constraints offers a prototype for Lunenburg and beyond. Without pretension, the project asks what it takes to remain contemporary and progressive in a highly-scrutinized, protected and well-loved historical town. Such circumstances could easily lead to acritical, rote and nostalgic references from a disconnected past. Here, however, we are witness to a present-day builder's hand, evidently synchronized with architects who are not the least bit unnerved in this historic setting with its preference for a local architectural language.

One begins to regain a certain respect for a traditional language that is naturally deep in its repertoire of go-to conditions, yet materially robust enough to accommodate tolerance, incremental change and future-proofing. B2 Lofts prompts a sincere, refreshing and long overdue salute to pre-modern architectural detailing, with its proven resilience and intelligence.



The residential units inside the new addition feature a web-like filigree of steel tension members and a snug upper sleeping loft.

Type and Town: Utility, Toughness and Circumstance

First and foremost, this project is about clarity of type. B2 Lofts respects its Montague Street context, with its historic mix of gabled and gambrel-roofed typologies. The gambrel top of the new addition side allows for a tidy, narrow massing that maximizes height within the narrow lot. Paired with the existing building, the infill offers an inconspicuous presence that succeeds in re-anchoring the street.

Contributing to the background as much as the foreground aligns with the project's persona: it blends while being bold. It's both a quiet contributor, and an active participant. This humility is a virtue befitting for a modernist studio applying heritage language onto a succinct and efficient pair of recognizable building forms—reminiscent of Giorgio Morandi's Swiss paintings of "pure type" rural buildings or Heinrich Tessenow's honest and modest typological approach to architecture.

The playfulness in the façade's apertures gives the sense that the composition is circumstantial, rather than curated, in line with the characteristics of heritage detailing as well as the solid-to-glazing ratio and rhythm of neighbouring buildings. The contemporary take on barn doors, too, takes on a weathered "batten-down-the-hatches" appeal, appropriate to the harshness of the North Atlantic seas.

The buildings share a single crisp, cruciform circulatory set-up, with double-egress stairwells at grade in the north-south axis, and four sets of single-run stairs in the east-west axis starting from the second floor. This pays off with a generously lit interstitial space, nesting between the west and east blocks. From the street, the space acts as civic-realm reveal, and provides natural, unimpeded

residential entry points to the upper level units from either street. This careful typological detail allows the two buildings to command independent street-level storefront presences, smartly in keeping with the character of Montague Street. At grade, one can also access the only street-level residential unit, with its grand garage double-doors and a cleverly integrated standard-sized door.



The timber-lined interior of the existing building has been carefully restored, giving it the feeling of a boat's hull. On the north side, the lofts offer views of Lunenburg's historic harbour.

Maritime Frugality: Snug-fit, Well-packed

Heading upward to the five loft units, one is rewarded with generous views to the harbour and town. In the new structure, a complement of vaulted spaces, finished in white, includes a cheerful cascade of unabashed structural hot-rolled tension members which, as the architects put it, create a "weblike" space that nods to Andy Goldsworthy. In the renovated building, the original timber-lined space feels akin to the inside of a cooper's aged barrel. Among all of the units, a well-packed arrangement of galley kitchens, bathrooms and single-flight stairs admirably acknowledges the original intent of this type of building: to maximize space, daylight and views from both gable ends. The units in the new building, in particular, squeeze utility out every part of the space by including a delightful upper bedloft—yet one more nod to the frugal and wise Lunenburg way.



MacKay-Lyons Sweetapple's Lunenburg office is housed on the ground floor of the yellow building, which steps up from north to south to meet grade facing both streets.

Building as Civic Instrument

Perhaps unwittingly, the B2 Lofts touch on a key issue in Lunenburg: the rapid decline of affordable housing. The town's original single-family homes are now occupied by far fewer people than a century prior, and are further pressured by a trend for more seasonally occupied homes. As a result, the available year-round bed-spaces have diminished while housing prices have escalated. In this evolving context, B2 Lofts could pose an interesting and progressive opportunity to volley between short-term rentals and long-term options.

B2 Lofts suggests how architecture ought to position itself generationally, irrespective of its originating program or pro forma. It remains to be seen, decades from now, how this building may change, adapt, and outlive its first intended use. Altogether, one would hope that the astute combination of resilient typologies, smart urbanism and robust detailing imparts a lasting maturation and elegance—which ultimately cradles a future yet unknown, but ready to be embraced.

Evolutions and Progress: A Galápagos Moment

Lunenburg is a fitting place for B2 Lofts, with its ability to tweak a mixed-use building archetype within a compact urban setting. With every small gesture or nudge to its architecture, Lunenburg serves as, quite possibly, a perfect testing ground. It's a Galápagos Island of sorts, with a manageable sample size and an in vivo civic laboratory to witness reaction, response and perhaps positive change. This is, arguably, architectural evolution at its best.

Toronto-based architect Donald Chong is a Design Principal at HDR. He has relatives who live in an Old Town heritage home in Lunenburg.

Attachment D
Operational Guidelines for the Implementation of the World Heritage Convention

172 The World Heritage Committee invites the States Parties to the *Convention* to inform the Committee, through the Secretariat, of their intention to undertake or to authorize in an area protected under the *Convention* major restorations or new constructions which may affect the Outstanding Universal Value of the property. Notice should be given as soon as possible (for instance, before drafting basic documents for specific projects) and before making any decisions that would be difficult to reverse, so that the Committee may assist in seeking appropriate solutions to ensure that the Outstanding Universal Value of the property is fully preserved.

173 The World Heritage Committee requests that reports of missions to review the state of conservation of the World Heritage properties include:

a) an indication of threats or significant improvement in the conservation of the property since the last report to the World Heritage Committee;

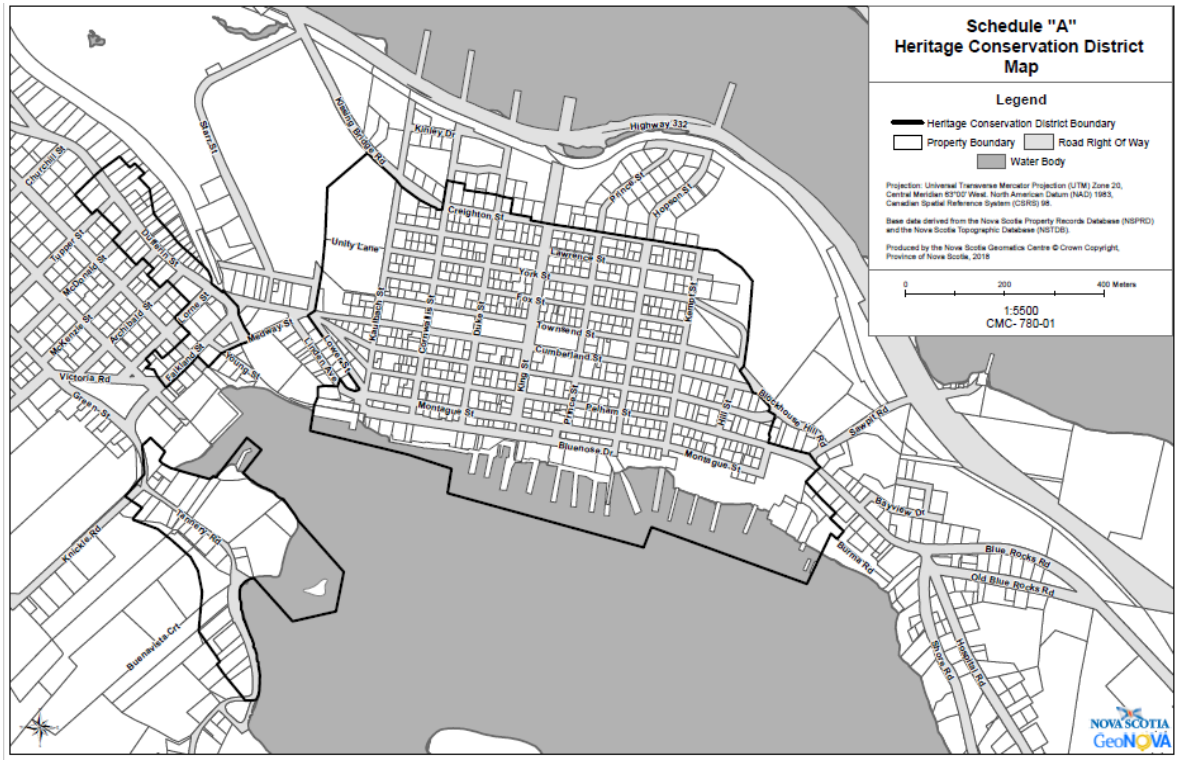
b) any follow-up to previous decisions of the World Heritage Committee on the state of conservation of the property;

c) information on any threat or damage to or loss of Outstanding Universal Value, integrity and/or authenticity for which the property was inscribed on the World Heritage List.

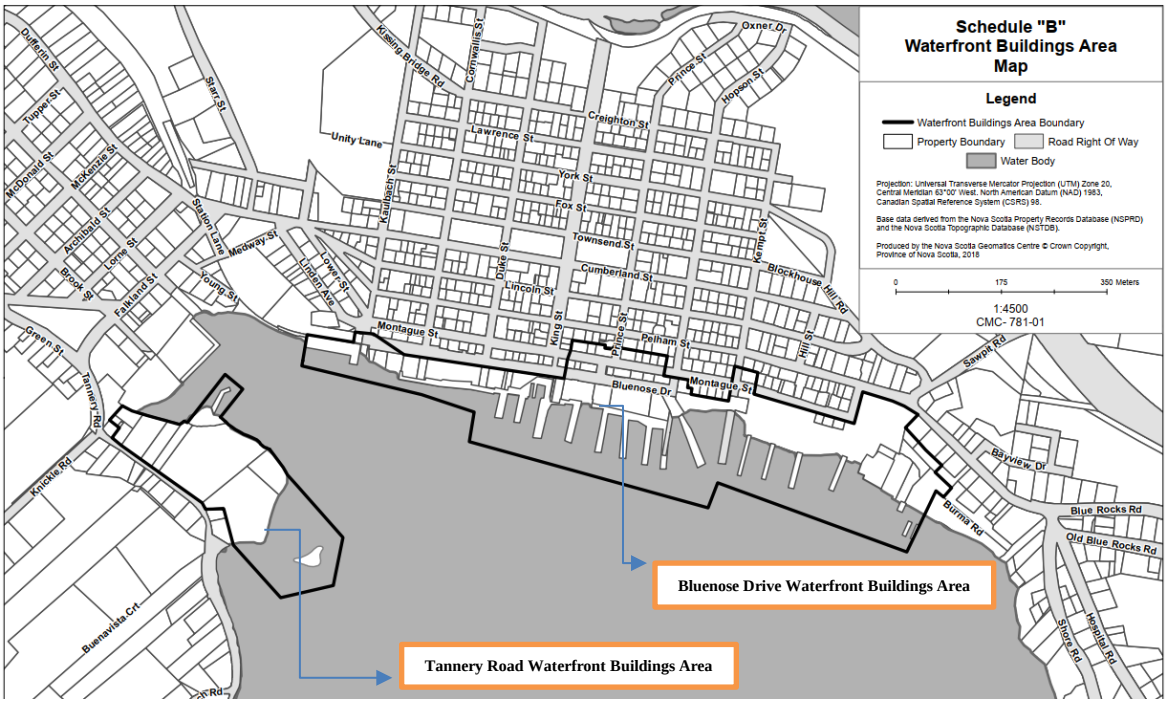
174 When the Secretariat receives information that a property inscribed has seriously deteriorated, or that the necessary corrective measures have not been taken within the time proposed, from a source other than the State Party concerned, it will, as far as possible, verify the source and the contents of the information in consultation with the State Party concerned and request its comments.

ATTACHMENT "E" - Proposed HCD Maps

Schedule "A" – Heritage Conservation District Map



Schedule "B" – Waterfront Buildings Area Map



ATTACHMENT "F"

Towards the establishment of a

Heritage Conservation District

in the

TOWN OF LUNENBURG



Bill Plaskett

September 1994

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1.0 INTRODUCTION

1.1 Purpose of Report.

The purpose of this report is to develop a rationale for heritage conservation district planning in Lunenburg within the framework of the Nova Scotia Heritage Property Act.

A heritage conservation district is an area within defined boundaries where there is a concentration of properties of architectural or historical value which are protected by regulations or guidelines respecting architectural design. Under the Heritage Property Act, a heritage conservation district is established through the adoption, by the Town Council, of a heritage conservation plan and bylaw. A heritage conservation district plan is a policy document which addresses issues, opportunities, expenditures and initiatives concerning heritage conservation in the district. A heritage conservation district bylaw is the administrative document which implements the plan and which contains the agreed upon design guidelines and approval procedures. Design guidelines may be mandatory or advisory in nature or a combination of both.

The Act requires that a heritage conservation district plan and bylaw must be supported by background studies sufficient to describe the rationale for the chosen heritage conservation measures, and that there must be full opportunities for public participation in the heritage district planning process. Emphasis is given to the active involvement of the community in the formulation of the regulations and design guidelines which will apply in the district. The plan and bylaw must also be consistent with the Town's other planning policies and regulations.

Recent experience indicates that a heritage district may be most effective if it is established on the principle of voluntary inclusion, i.e., where the district includes only those properties whose owners agree to be included, although this is not necessarily required by the Act.

More specifically, the purpose of this report is:

.1 to review the integrity of the Town's historic architecture (the current degree of intactness or alteration) and determine the architectural features which are most in need of protection;

.2 to investigate any relationships which may exist between the use or change in use of buildings and their degree of intactness or alteration;

.3 to make recommendations regarding protective measures under the Heritage Property Act and to discuss the relationship of these measures with existing and proposed heritage conservation policies under the Town's Municipal Planning Strategy;

.4 to make recommendations regarding possible heritage conservation district boundaries;

.5 to make recommendations regarding a public participation process for heritage conservation district planning in the Town;

By agreement with the Town, the report is limited to discussion of the Old Town area only. Other districts may be considered in future reports.

In 1992, the Town updated the 1984 Inventory of Historic Buildings.

In 1993, the Heritage Advisory Committee renewed its discussion of architectural control and came up with a proposed set of regulations to be included in the soon-to-be-revised-again Municipal Planning Strategy and Land Use Bylaw. The committee's proposals were accepted by Council in February, 1994. If incorporated into the Planning Strategy, the proposed architectural controls would apply in the Old Town and part of the New Town. The controls would apply only to the design and construction of new main buildings and alterations in the volume or roof pitch of existing historic buildings. They would not apply to other types of alteration, such as the installation of vinyl siding or alterations to windows and doors.

Most recently, the Town has applied for inclusion of the Old Town in the UNESCO World Heritage List. The criteria for inclusion in the List require that effective protective measures must be in place and that residents must have an "informed awareness" of heritage conservation issues and be active participants in the conservation process. The application is currently in process of being recommended by the Canadian National Historic Sites and Monuments Board and will be considered by UNESCO this autumn.

It is in the context of these past and present initiatives that this report is prepared.

1.3 Heritage conservation background studies.

The historic architectural significance of the Old Town is well documented in several previous reports and publications, including:

- *A Walk Through Old Lunenburg*, 1975 (general history);
- *Understanding Lunenburg's Architecture*, 1979 (major architectural design features);
- *Lunenburg: An Inventory of Historic Buildings*, 1984 (detailed building histories);
- *A Series of Maps Illustrating Lunenburg Buildings by Age, Architectural Character and Historical Association*, Lunenburg County District Planning Commission, 1985;
- *"Old Town" Lunenburg*, Historic Sites and Monuments Board, 1991 (historic significance).

For the purpose of this report there is no need to re-state these findings. The fact that the Old Town has been designated as a National Historic District and is currently under consideration for World Heritage Listing means that its significance for the purpose of establishing a municipal heritage conservation district can be taken as given. Instead, the focus of this report is on the degree of alteration of the Town's historic architecture, the factors which are contributing to those alterations and the need and options for protective measures.

Figure 1. Buildings by age, intactness and type of alteration.

	18th. century	19th. century	1900-1940	Total
Substantially intact	7	171	63	241
Vinyl-siding	1	60	14	75
Other replacement cladding	0	11	1	12
Window / door alterations	1	34	10	45
Additions	0	9	1	10
Staircases, decks and balconies	0	24	8	32
Total # of buildings altered	1	95	18	114
Total # of historic buildings	8	266	81	355

2.2 Integrity of historic buildings by age.

There are 413 buildings in the Old Town (plus about 70 minor outbuildings) of which 355 were built before 1940. About two thirds of these (241) are substantially intact architecturally. About one third (114) have been substantially altered and about one-fifth (75) have been vinyl-sided.

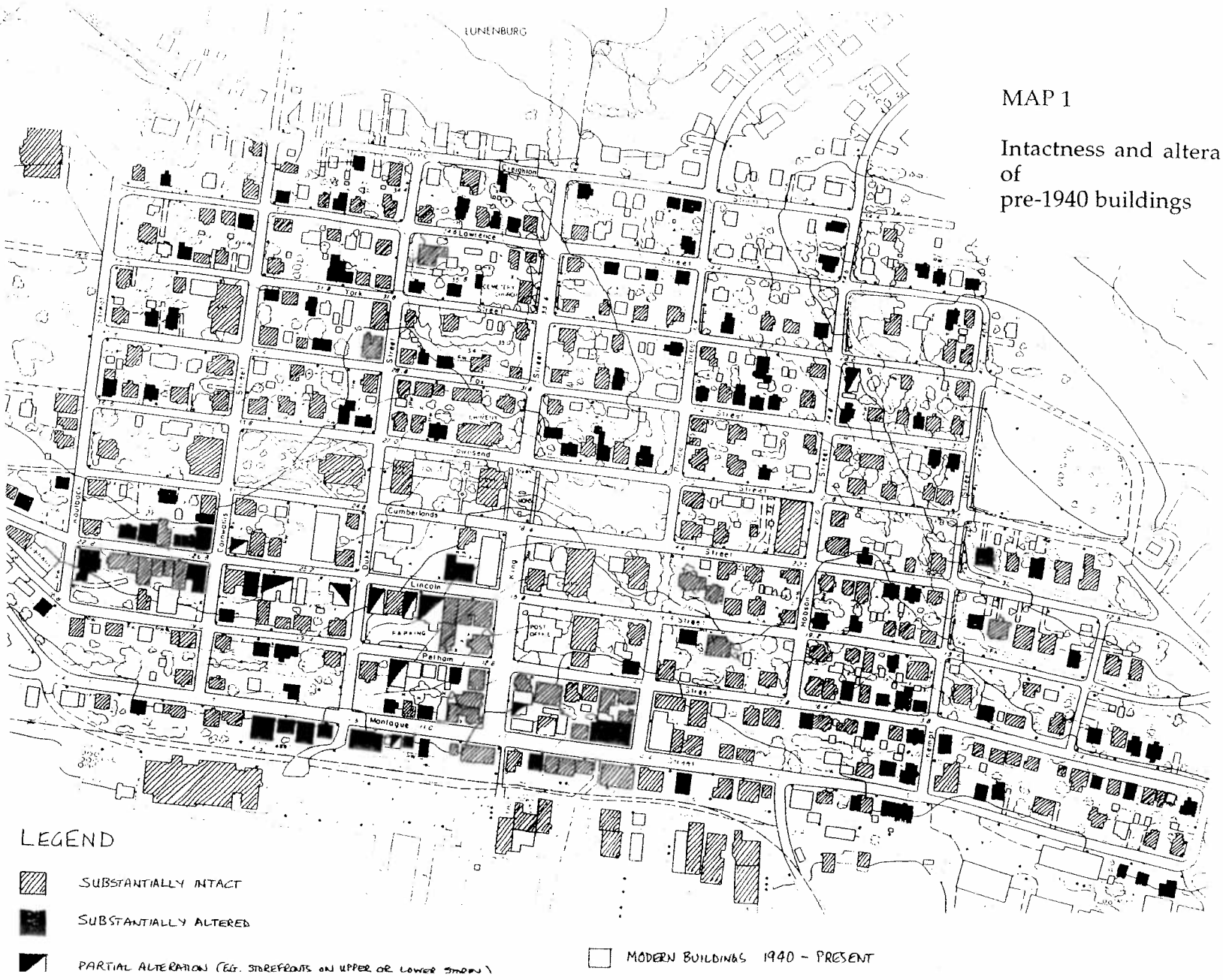
18th. century buildings: Seven remain substantially intact. One has been substantially altered by vinyl siding and other renovations.

19th. century buildings: About two-thirds (266) of the Old Town's historic buildings were built during the 19th. century and about two-thirds of these (171 buildings) are substantially intact. About 35% (95 buildings) have been substantially altered and about 23% (60 buildings) have been vinyl-sided. Well over half (157) of the 19th. century buildings date from the boom years of the 1880's and 1890's. Of these, about two-thirds (101 buildings) are substantially intact, one-third (56 buildings) have been altered and one-fifth (35 buildings) have been vinyl-sided.

Buildings 1900-1940: About 22% (18) of early-mid 20th. century buildings have been altered and about 17% (14) have been vinyl-sided.

2.3 Intactness vs alteration.

From the survey it is clear that, taken as a whole, the Town's architecture is more intact than altered. Numerically, there are twice as many intact buildings as altered ones. Many buildings are very well maintained and gaily painted and there have been several restorations in recent years. While many alterations have been made to details and textures (see following section), major architectural forms do remain intact. In many respects, it is the forms of buildings, the multiplicity of styles and shapes and the exciting relationships between them that create much of the Town's visual appeal. Overall, the Old Town is substantially intact and it is this, combined with the many facets of its historic significance, which have led in recent years to the National Historic District designation and the recent application for World Heritage Listing.



MAP 1

Intactness and alteration of pre-1940 buildings

3.0 ALTERATIONS.

3.1 Replacement siding - see illustrations in Appendix 1.

Vinyl: The most common type of alteration in the Old Town is the covering over of painted wooden clapboards or shingles with vinyl or, less commonly, aluminum siding. Of the 114 buildings which have been altered, 75 have been vinyl-sided. **About 20% of the Old Town's historic buildings are now vinyl-sided. Twenty historic buildings have been vinyl-sided in the last ten years.**

Vinyl-siding has brought about significant textural changes in some streetscapes and, in most cases, has involved the removal or covering over of traditional wooden trim around windows, doors and wall corners. As well, the often neutral tones of factory-made siding colours have arguably reduced the variety of colour in the Old Town and brought instead a tendency towards uniformity of colour.

Other : There are twelve instances where traditional clapboards or shingles have been replaced with wide-course wooden cladding or synthetic materials which imitate brick or stone. These types of cladding alterations have also generally resulted in uncomplementary changes of texture or scale and have sometimes involved removal of other traditional trim elements, particularly cornerboards.

About 25% of the historic buildings in the Old Town have had some form of non-traditional cladding replacement.

3.2 Window and door alterations - see Appendix 2.

This is the second most common type of substantial alteration. About 12% (45) of the Old Town's historic buildings have some form of window or door alteration on their principal facades.

On houses, window alterations have generally involved the insertion of large, horizontally proportioned picture windows or small, square slider windows. Alterations to doorways have included the infilling of entrances and the replacement of traditional panelled doors with out-of-character modern doors. On commercial buildings, window alterations have generally involved modernization of historic storefronts, commonly with narrow aluminum frames replacing wide wooden ones. These storefront modernizations have generally resulted in simplification and loss of architectural detail.

In sixteen cases, window/door alterations have been accompanied by vinyl siding.

3.3 Additions - see Appendix 3.

There are ten examples in the Old Town of major additions to old houses and commercial buildings. Each case is different and the competing considerations of historical integrity versus improved viability versus compatibility of finished design can be argued in a variety of ways. In six cases there appears to have been a clear intent to make the addition relate well to historic character.

3.4 Staircases and decks - see Appendix 4.

There are at least 32 situations where exterior staircases or decks have been added to the side elevations of historic buildings and are readily visible from a public street. In some cases, these features have been designed in a traditional manner which complements the historic architecture of the building. In other cases their contemporary design or utilitarian appearance is less complementary.

5.0 BUILDING USE AND ALTERATION.

5.1 Residential conversions.

There are 89 buildings in the Old Town which have been converted into apartments. Most (86) are pre-1940 buildings. Some are commercial buildings but most (80) are houses. Most have two-units. Eight have four or more units. Conversions are located throughout the Old Town.

Two-thirds (59) of the converted buildings have remained substantially intact on their principal facades, while one-third (33) have been visibly altered. Nineteen (19) have window or door alterations. Fourteen (14) have publicly visible exterior stairs. Eighteen (18) have been vinyl-sided.

The fact that two-thirds of converted buildings have remained substantially intact indicates that conversion can be achieved without substantial alteration and that, if architectural controls for alterations were to be brought into effect in the Old Town, they would not necessarily stand in the way of residential conversion.

Locations and examples are shown in Appendix 6.

5.2 Commercial conversions - Montague St.

In the past ten years or so, there has been considerable tourist-related development, particularly along Montague Street between the Museum and Prince Street and along the newly constructed Bluenose Drive. Six former waterfront industrial buildings and ten former houses have been converted to retail, restaurant, accommodation or entertainment uses specifically geared to the tourist trade. The architectural changes brought about by these conversions include additions; alterations to windows, bulk and roof shape; exterior decks, balconies and stairs; vinyl siding; and extensive new signage attached to buildings. Some of these alterations have been well integrated with the original historic character of the buildings, while others have a more contemporary appearance.

The essential question for this area is whether commercial development should prevail over historical authenticity. To what extent should historical authenticity be a priority in a tourist town? Should architectural controls intervene in the amount of commercial signage or the design of commercial window alterations? Can architectural guidelines have any effect in a highly commercialized area such as this?

Montague Street tourist-related alterations are illustrated in Appendix 7.

5.3 Retail commercial use - Lincoln Street.

The architectural integrity of the Lincoln Street commercial area has been affected not so much by changes of use as by changes of fortune and style. Some buildings have been renovated and re-renovated as businesses have come and gone. Some sites have been re-developed with new buildings after fires or demolition. Some buildings have been consistently well maintained and occupied while others have been run down or vacant for periods of time. In recent years, through the Mainstreet Program and the upswing in tourism, there has been an effort to improve the appearance of the street.

6.0 OPTIONS FOR PROTECTIVE MEASURES .

6.1 Architectural features requiring protection.

From the foregoing review of the integrity of the Old Town's historic architecture and the character of modern development, it would appear that the following features may require some form of protection, in order of priority based on the actual amounts of alteration which have occurred in each category:

.1 traditional wooden **cladding** materials, which are steadily being replaced by modern substitutes, particularly vinyl siding ;

.2 historic architectural **trim** - cornerboards, cornices, window hoods, brackets, etc., which are also steadily being removed or covered over in the course of cladding renovations;

.3 traditional **facade features**, which are slowly being altered through window and door renovations and the addition of exterior stairs and decks;

.4 overall historic **architectural forms**, which are slowly being altered through modern additions and roof changes;

.5 the historic building **context**, which continues to be affected by modern development of significantly different design.

6.2 Municipal Planning Strategy - proposed architectural controls.

The proposed architectural controls adopted earlier this year for inclusion in the forthcoming revised Planning Strategy would apply only to the following aspects of development:

.1 new buildings would be required to be similar to any nearby pre-1920 structure in terms of style, proportion, height, roof shape, cladding, trim details, window to wall area ratio, and chimney design and location;

.2 additions to the volume of pre-1920 structures would be limited to a maximum of 25% of the existing volume;

.3 alterations to the roof pitch of pre-1920 structures would be prohibited.

These proposed controls would be effective in ensuring that major new developments and major alterations to the form of existing buildings are in keeping with the Town's historic character but would not address the perhaps more immediate issues of synthetic cladding and facade alteration.

The proposed controls have been arrived at after a lengthy series of discussions by the Heritage Advisory Committee and it is clear that a choice has been made not to control alterations, at least by means of the Planning Strategy and Land Use Bylaw. The reasons for this are not documented in HAC minutes but apparently have to do with the politically sensitive nature of control of alterations and the mandatory nature of such controls under the Planning Act. The pertinent question in the context of this report is whether an alternative or, perhaps, complementary approach is possible under the Heritage Property Act.

6.5 Outline of protective measures.

It is beyond the scope of this report to draft specific design guidelines for Lunenburg and it would be premature at this stage to suggest what these should be in any great detail. Guidelines would have to be carefully developed through a consultative process with the Heritage Advisory Committee, LCDPC planning staff and the wider community. However, it is possible to put forward some ideas for discussion based on recent experience with heritage conservation district planning in the village of Maitland, Hants County. For reference, the draft Maitland Design Guidelines are attached to this report as Appendix 10 and are annotated with the words "mandatory" and "advisory" to indicate the regulatory intent of each item.

New buildings: The mandatory requirements recently drafted for inclusion in the revised Lunenburg Municipal Planning Strategy would continue to prevail, but illustrated advisory guidelines along the lines of those developed for Maitland (but tailored to the Lunenburg context) would also apply. Guidelines could cover various aspects of building form, proportion, size, roof shape, height, foundation exposure, facade design, directional emphasis, visual balance, window to wall area ratio, rhythm and alignment, window shape and orientation, dormer and skylight design, cladding materials, trim and roofing, etc. Specific guidelines tailored to the special circumstances of Lincoln Street could also be developed.

Alterations: The mandatory requirements already proposed for alterations to bulk and rooflines in Lunenburg would continue to prevail but advisory guidelines would be developed for a wider variety of alteration situations (again along the lines of the Maitland Design Guidelines but tailored to the Lunenburg context). Guidelines could cover the design of additions, dormers, windows, door replacements, porches and verandas and exterior staircases.

Vinyl siding: It would up to the Heritage Advisory Committee and the community to decide what the advisory guidelines for vinyl siding in Lunenburg should be, but the "Maitland Compromise" is suggested here as a possible approach (see section 4.3 in the Maitland Design Guidelines). Under this approach, vinyl siding would be "not recommended for use on historic buildings" but would be allowed provided that it is installed without alteration of existing trim .

Signs: Although signage is not identified in this report as being particularly at issue in Lunenburg, it could make sense for sign design guidelines to be included in a heritage conservation district bylaw. The Town already has a comprehensive signage manual developed under the Mainstreet Program and the essential features of that document could be updated or adjusted for heritage conservation district purposes. In developing a heritage conservation district plan and bylaw it may be pertinent to examine the question of sign quality and "signage overload" in the tourist area around the Museum.

7.0 OLD TOWN HERITAGE CONSERVATION DISTRICT BOUNDARIES.

There appear to be two reasonable options for heritage conservation district boundaries in the existing context, given that a proposed "architectural control area" has already been tentatively decided upon, and that the original 1753 town plan has been designated as a National Historic District and is currently proposed for World Heritage Listing. These options are illustrated on Map 2.

Option 1: Conform with existing designations and proposals.

This option would include the designated National Historic District (the original town plan) plus the shipyard area south of Montague and part of Pelham. This is the area currently proposed as the "architectural control area".

One disadvantage of this boundary is that it would exclude the portion of Pelham Street between Kempt Street and Shipyard Hill. Although not a part of the original town plan, this area contains twenty-one (21) turn-of-the-century houses, of which eleven (11) have the unique Lunenburg Bump style, in one variation or another. When travelling along Pelham Street, this area is experienced as part of the Old Town because of the continuity of historic architectural styles. In all respects it is as much worth conserving as the rest of the Old Town and should probably be included in the heritage conservation district. The same can perhaps be said of the eastward extensions of Lincoln and Cumberland with their distinctive 1920's California Bungalow architecture, and the areas immediately to the west of Kaulback Street, where there are a number of old, Lunenburg-style buildings (including the Academy).

Option 2: Old Town plus buffer area.

The UNESCO criteria for inclusion of historic towns in the World Heritage List (s.29.iii) suggest that protective measures should apply not only to the historic centre itself (in this case the Lunenburg Old Town) but also to its immediate surroundings. This corresponds with the notion of protection of "the setting" which is embodied in the Nova Scotia Heritage Property Act.

The 1991 report to the National Historic Sites and Monuments Board notes that part of the Old Town's significance results from the fact that the original town plan is still easily discernible on the ground. This is due, in part, to the intact open spaces which surround it and which provide clearly defined edges, i.e., Blockhouse Hill, Gallows Hill, the Academy grounds and Hillside cemetery. These open spaces are largely Town-owned and could easily be included within the heritage conservation district. Inclusion of Town-owned land in the district, with appropriate policies articulated in the heritage conservation district plan, would also serve to demonstrate the Town's commitment to heritage conservation in partnership with private property owners.

Map 2 shows a possible boundary for Option 2. The buffer area around the Old Town could include all adjacent historic areas, including houses on the north side of Creighton Street, some Town-owned land and the old French cemetery. Other boundary options or preferences may become apparent in the course of planning for the heritage district, should the Town decide to proceed with the exercise.

8.0 PUBLIC PARTICIPATION PROGRAM AND PLANNING PROCESS.

8.1 Public participation program :

Should the Town decide to embark on planning for a heritage conservation district, it will be necessary for a public participation program to be adopted by resolution of Council, as required by the Heritage Property Act. The elements of a public participation program include:

- soliciting community opinion and input from interested groups and individuals at appropriate stages of the planning process;
- making background studies and draft planning documents available to the public for study and comment;
- holding public information meetings at appropriate stages; and
- advertising public information meetings effectively in the community.

A heritage conservation district will only work if it is supported by a good majority of the people who will live within it. Recent experience in Maitland has indicated that support can best be gained by providing clear and complete information to all property owners through the mail so that they can study the proposals for the district at their own pace prior to public meetings. The Maitland experience also suggests that it is useful, first of all, to establish whether residents are interested in the **principle** of heritage conservation before embarking on a time-consuming planning exercise. The following outline for a heritage conservation district planning process in Lunenburg is based on this experience:

8.2 Proposed heritage district planning process

.1 Heritage Advisory Committee reviews this report and refers it to Council;

.2 Council reviews this report;

.3 Council makes this report available to the public, either by direct mail or by other means. Package includes notice for a public information meeting and a questionnaire seeking support for the **principle** of establishing a heritage conservation district;

.4 Public information meeting is held to present, explain and discuss report;

.5 Questionnaires are returned and Yes/No responses tabulated and plotted on property map;

.6 HAC and Council review survey response;

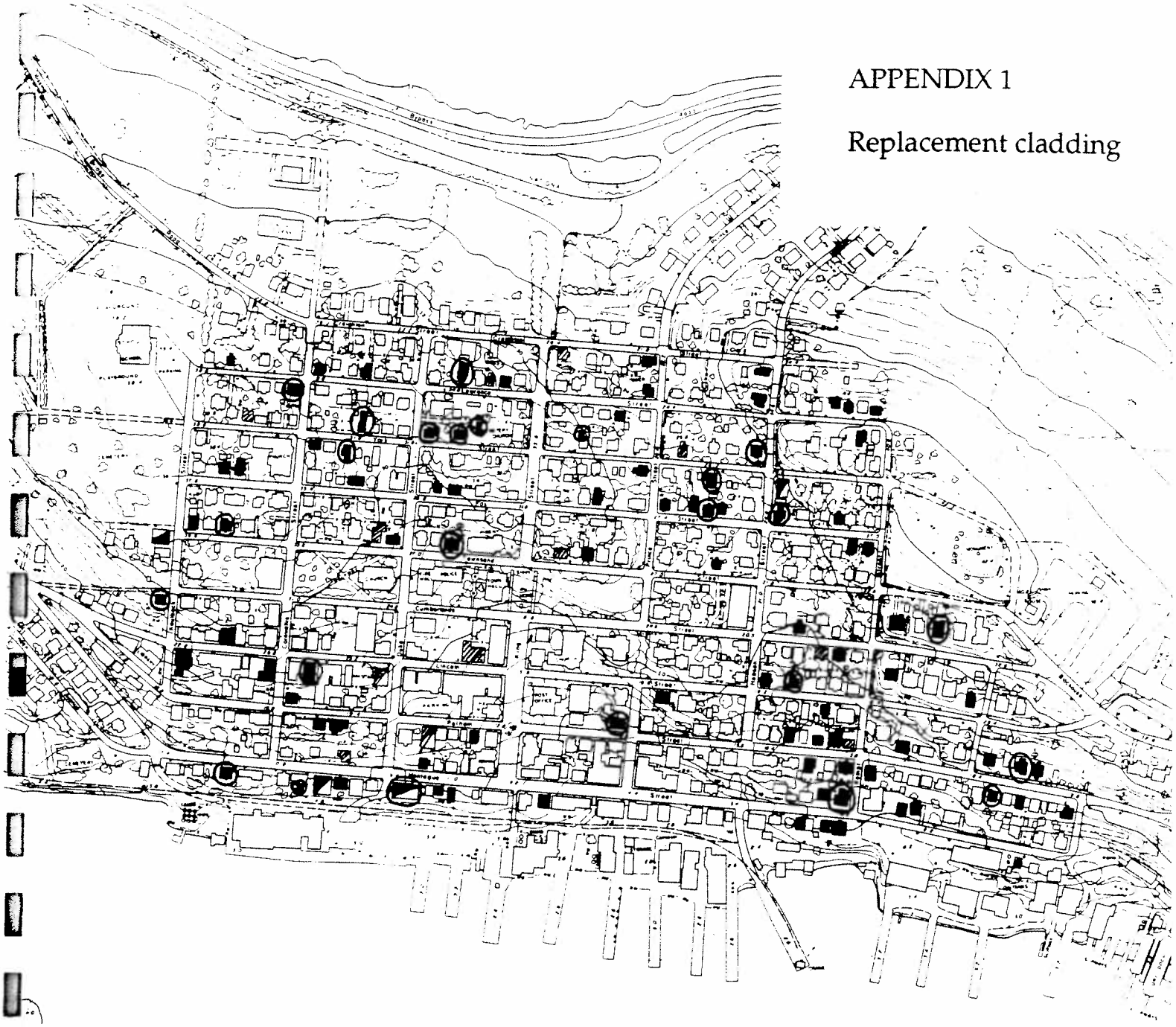
.7 If level of public support is deemed sufficient, Council adopts a resolution to establish a public participation program and formally begin the process of planning for the heritage conservation district ;

.8 Heritage district working committee appointed (either HAC as whole, HAC sub-committee or entirely separate community-based group reporting to HAC, as deemed appropriate);

.9 Working group holds a series of working meetings with contract heritage planner and/or planning staff to sketch out issues, policy structure, bylaw structure and design guidelines, reporting to HAC as work evolves;

APPENDIX 1

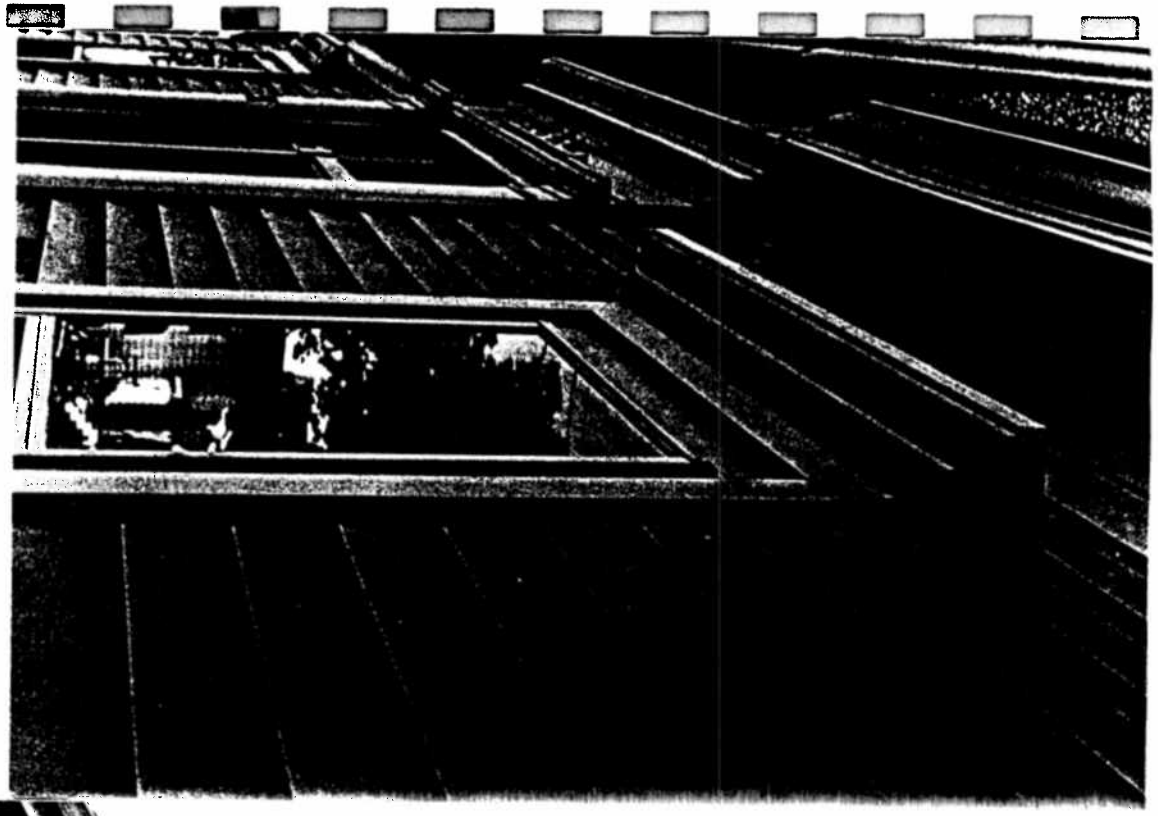
Replacement cladding

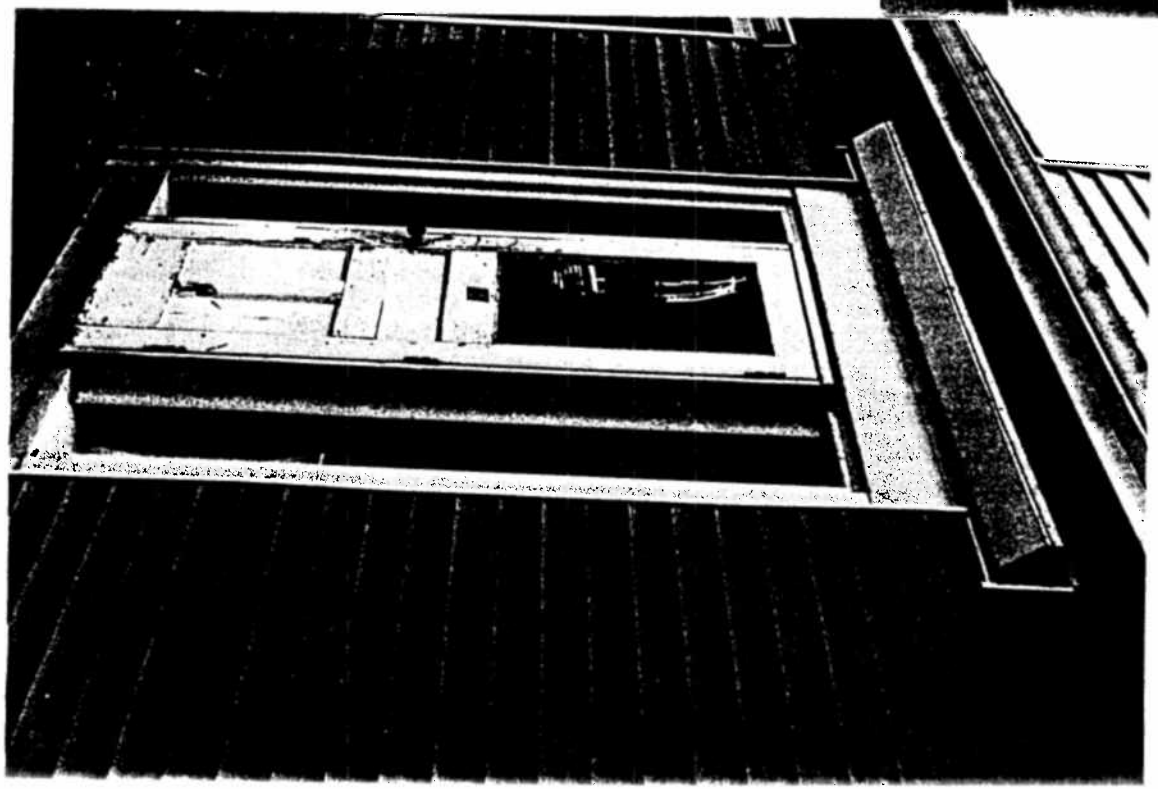


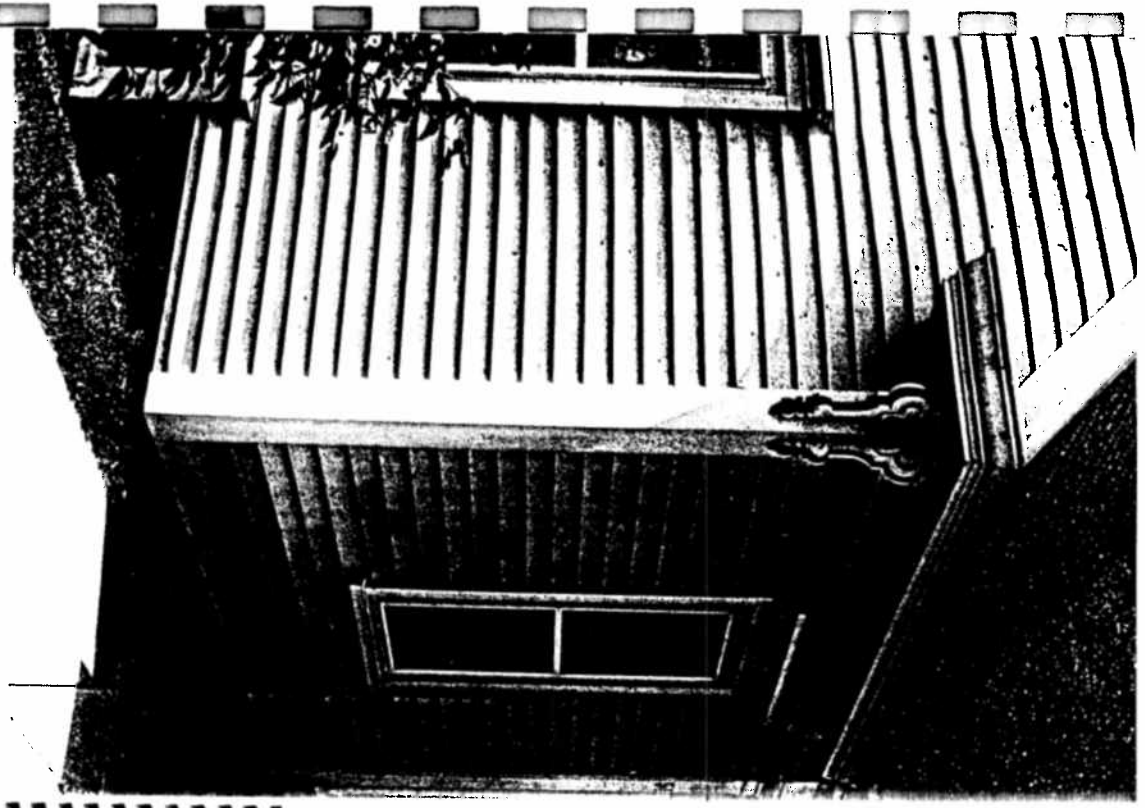
LEGEND

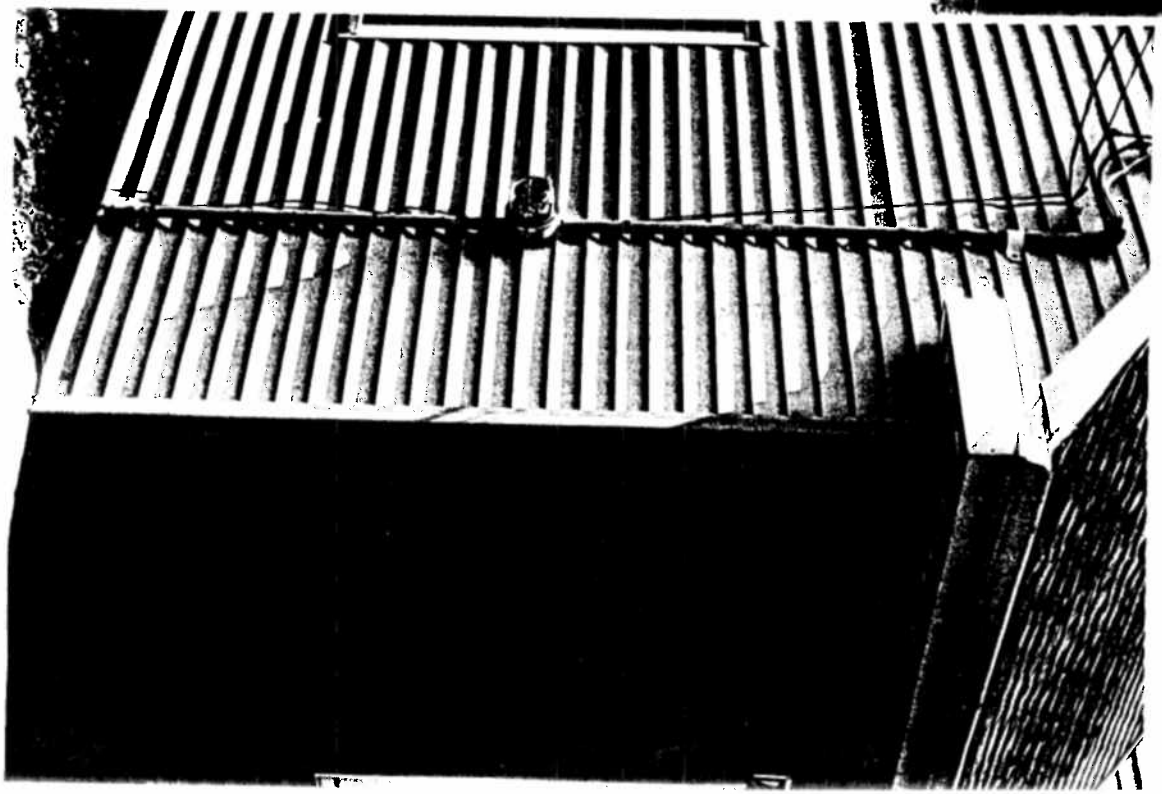
NOTE: THIS MAP SHOWS REPLACEMENT CLADDING ON PRE-1940 BUILDINGS ONLY

- ■ VINYL SIDING
- ◉ VINYL SIDING SINCE 1980
- ▨ OTHER REPLACEMENT CLADDING
- ◪ PARTIAL REPLACEMENT CLADDING ON FRONT OR SIDE



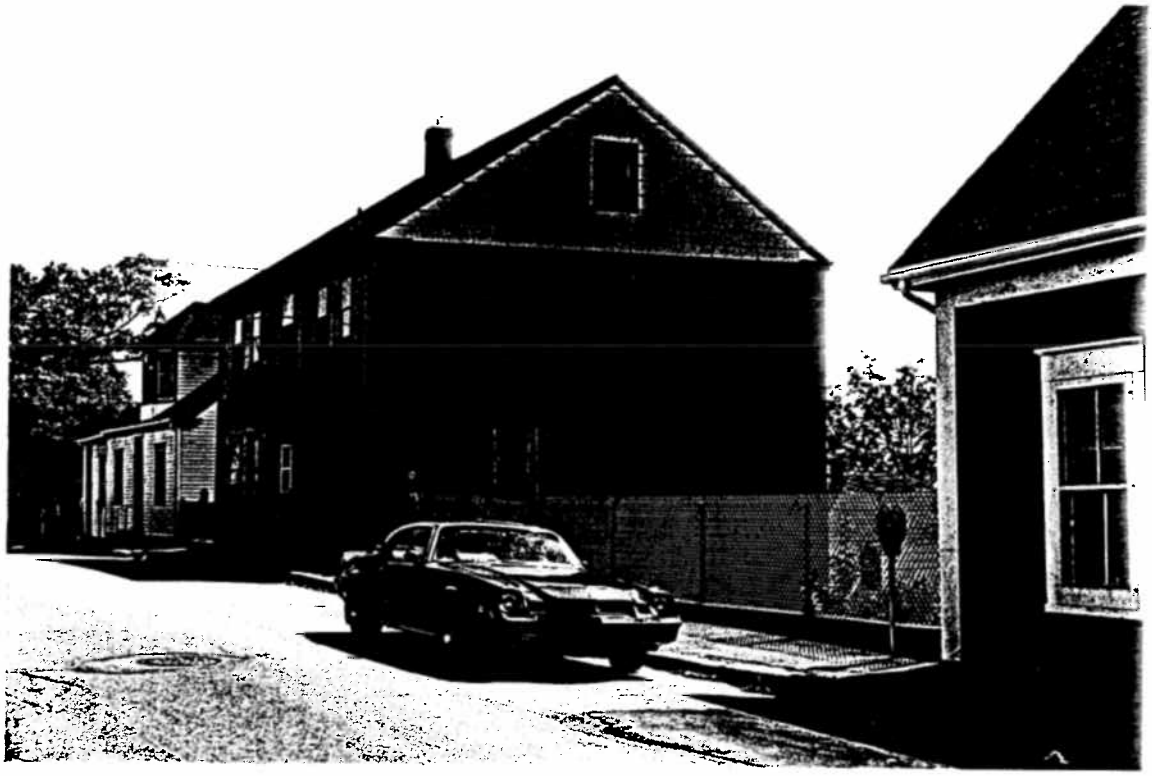






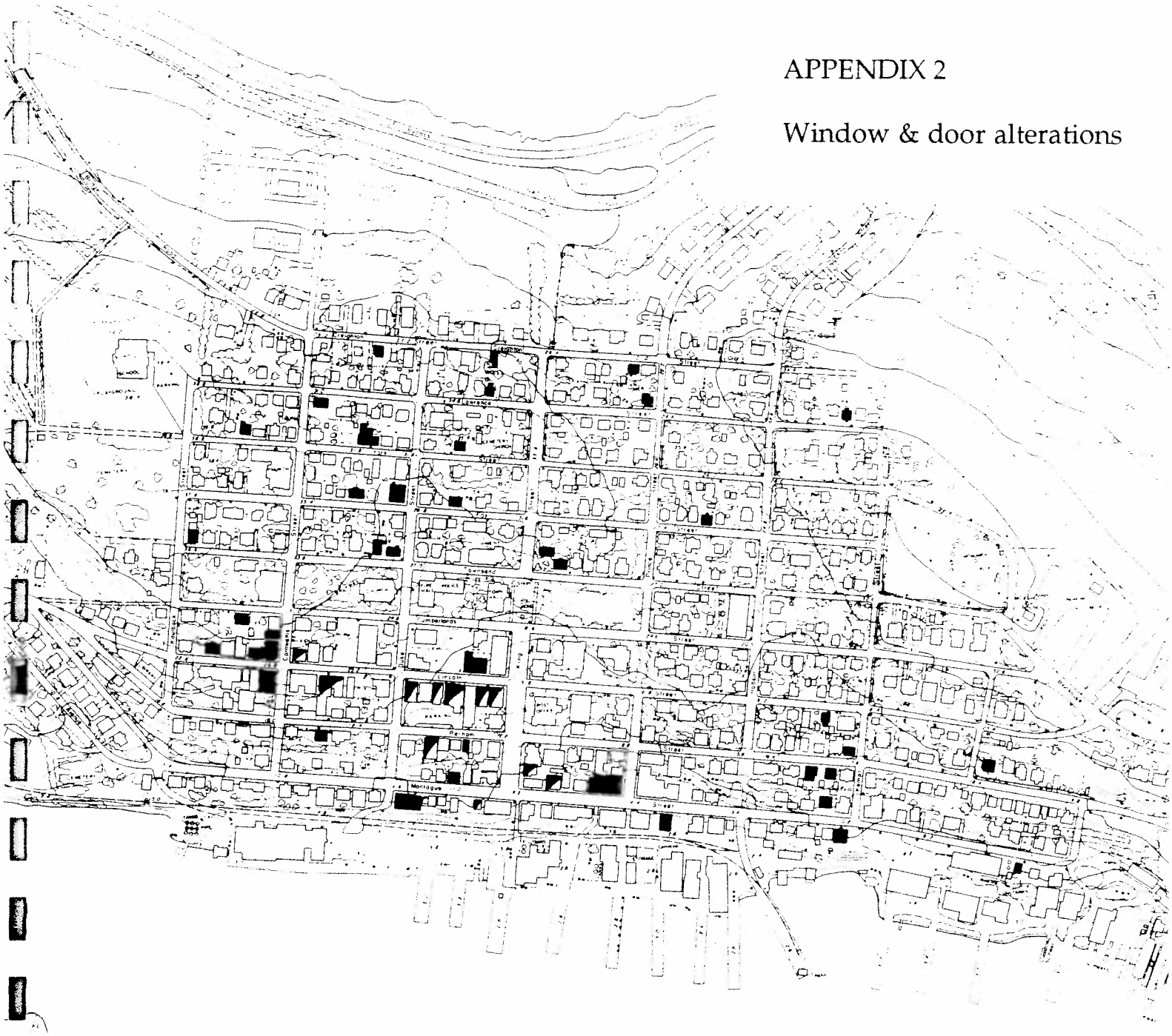






APPENDIX 2

Window & door alterations



LEGEND

WIN

■ WINDOW OR DOOR ALTERATIONS ON MAIN FACADE

◩ PARTIAL WINDOW ALTERATIONS ON FIRST OR SECOND FLOOR




51



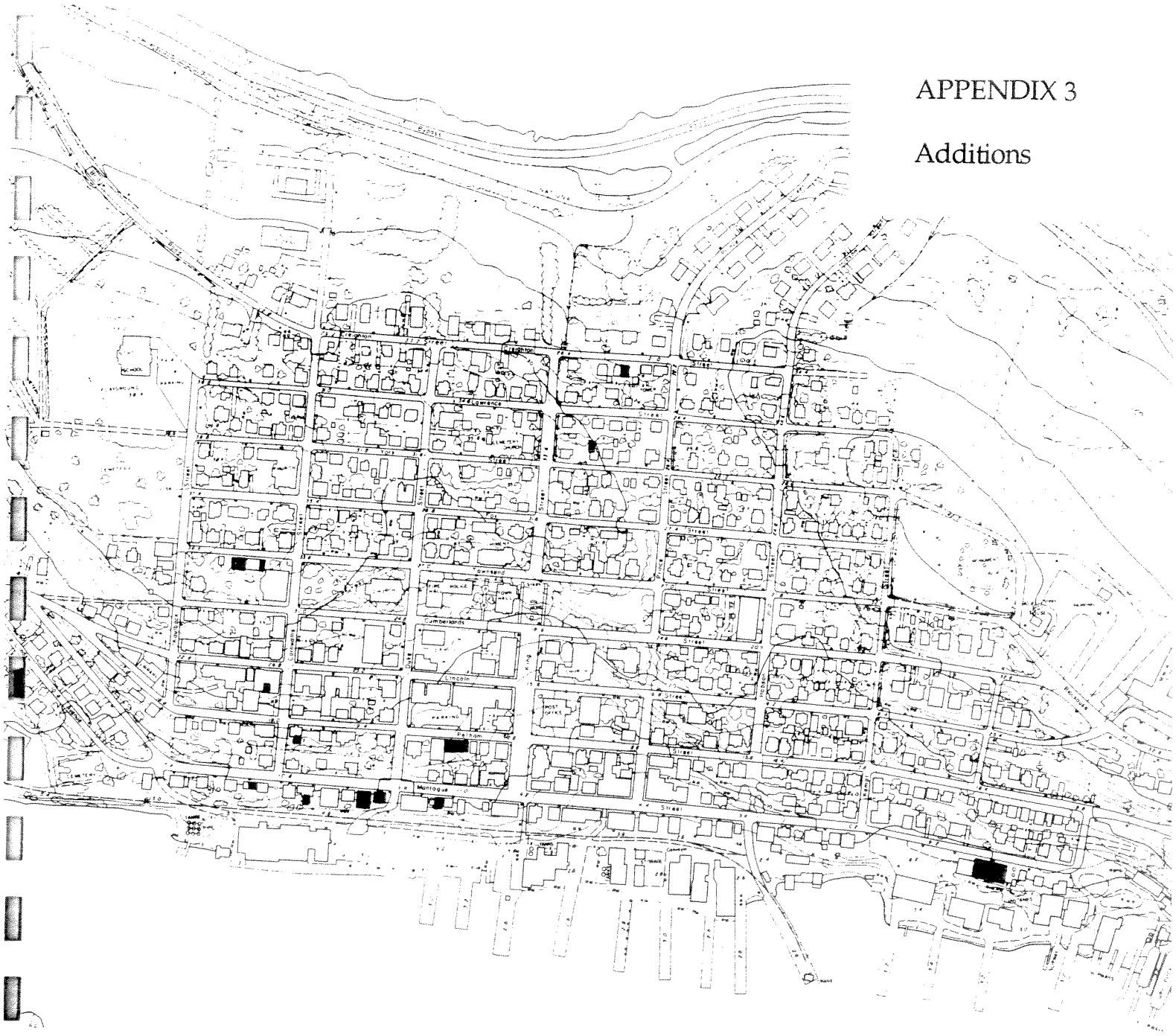

94




DUVCO
DUVCO

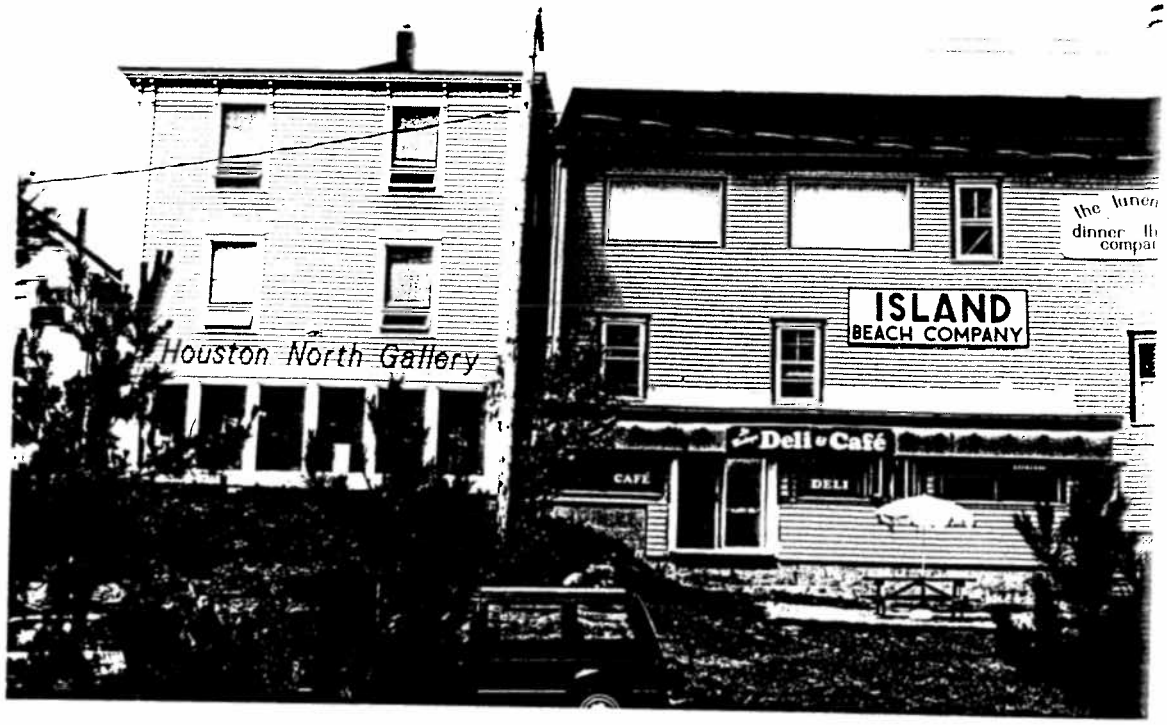
APPENDIX 3

Additions






CHEVROLET


Houston North Gallery
ISLAND
BEACH COMPANY
Deli • Café
CAFÉ
DELI




The WOOLPACK

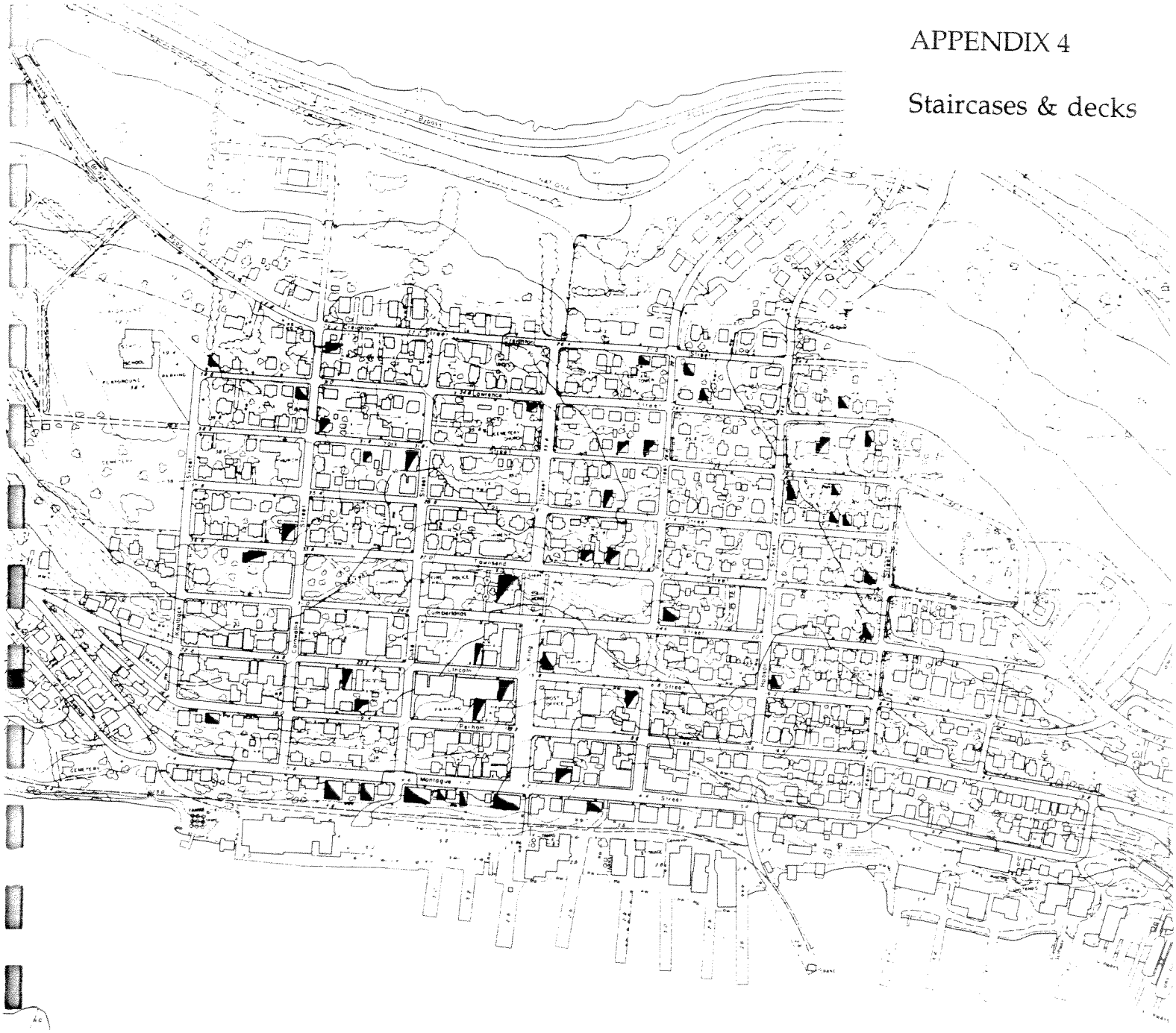

BERGANTINE INN
Peg Leg's
ROOMS - PRIVATE BATHS
ENTRANCE
RESTAURANT





APPENDIX 4

Staircases & decks



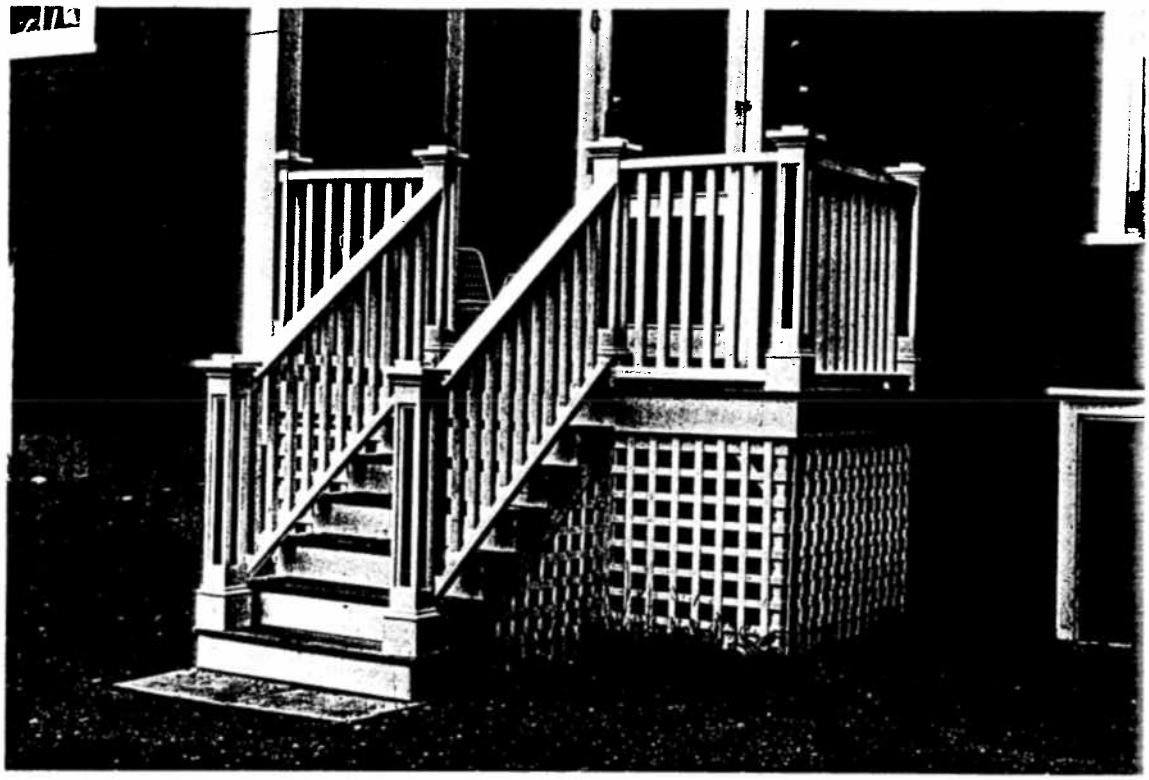
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STAIRS VISIBLE FROM STREET

DECKS VISIBLE FROM STREET

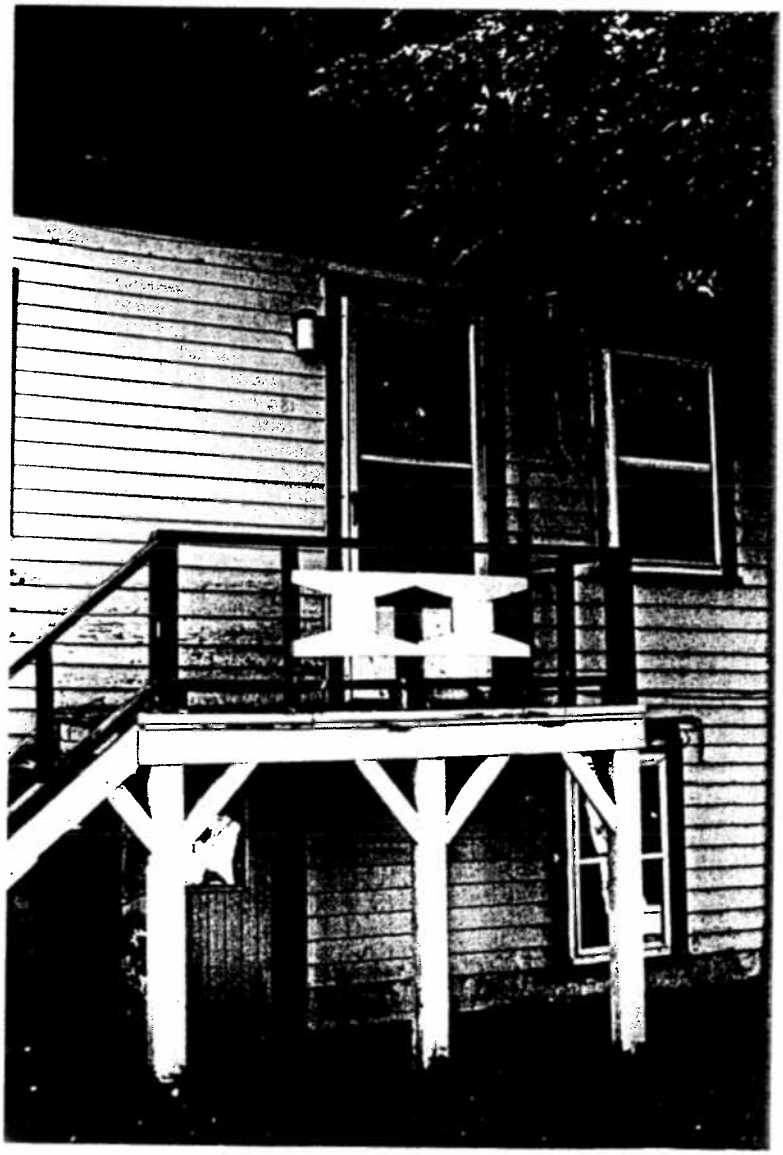










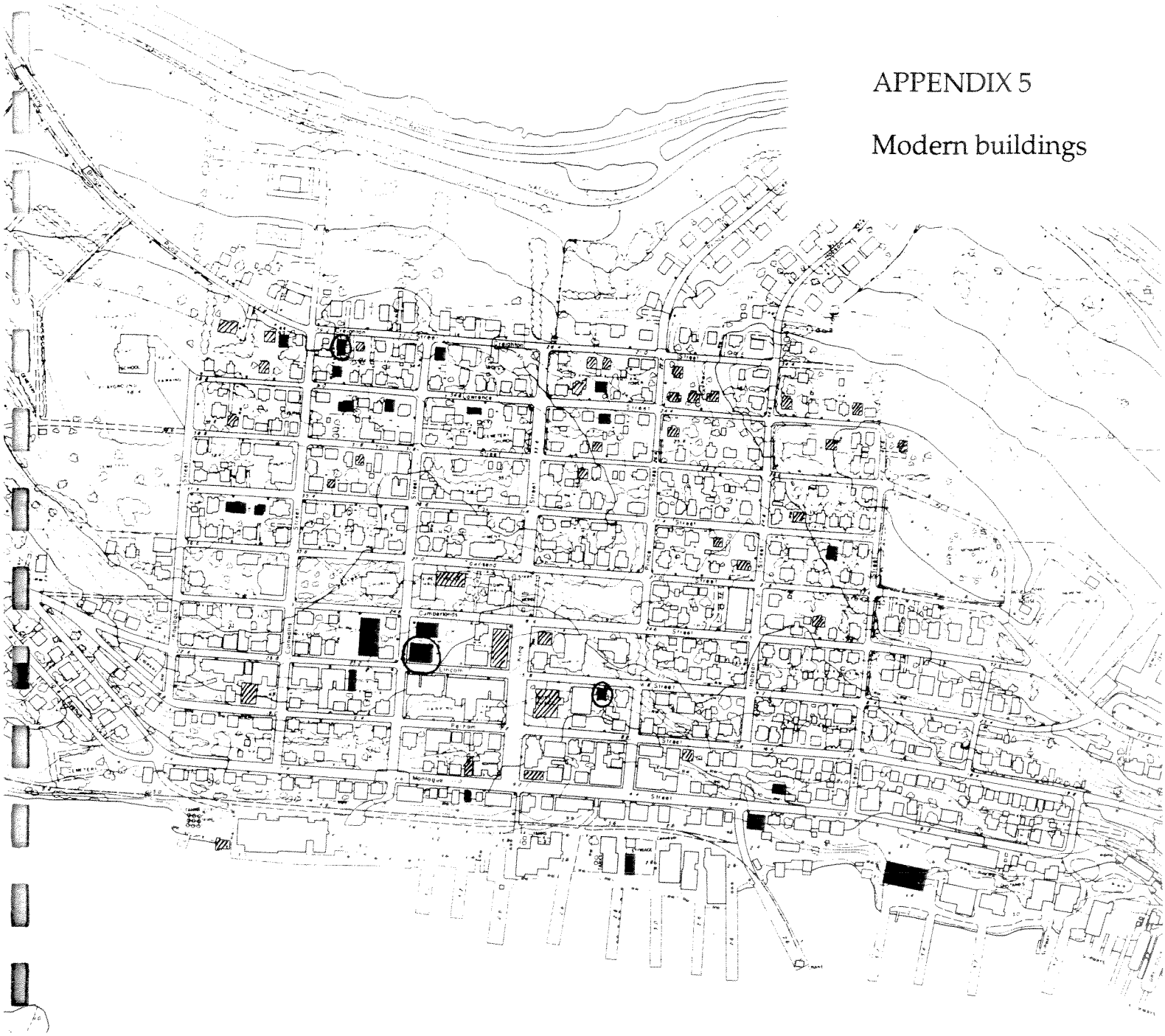






APPENDIX 5

Modern buildings



LEGEND

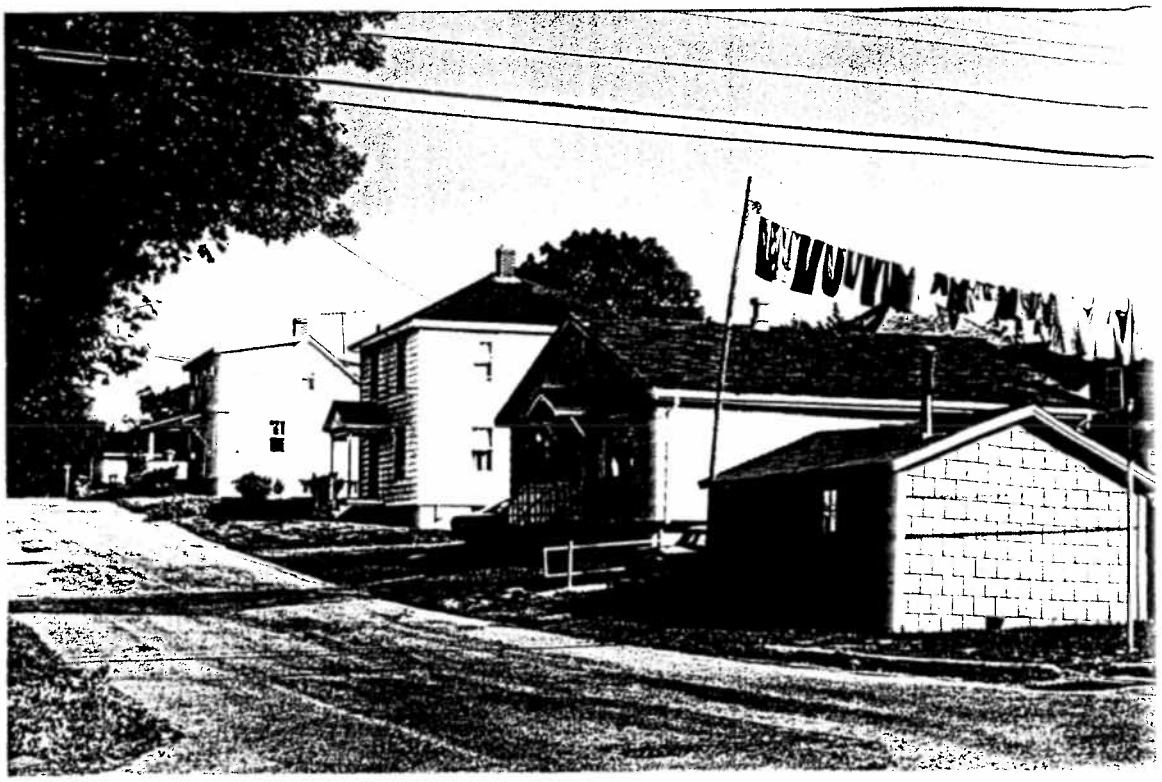
1940's - 1950's

1960's - 1970's

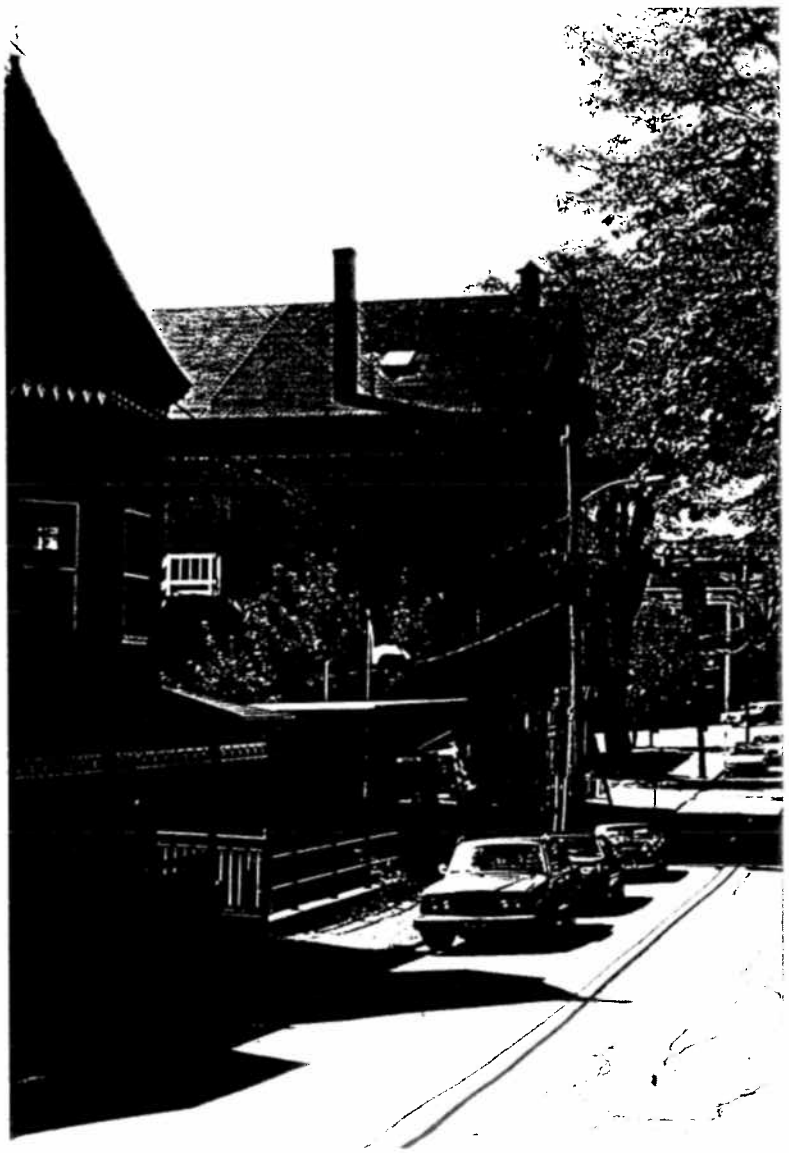
1980's - 1990's







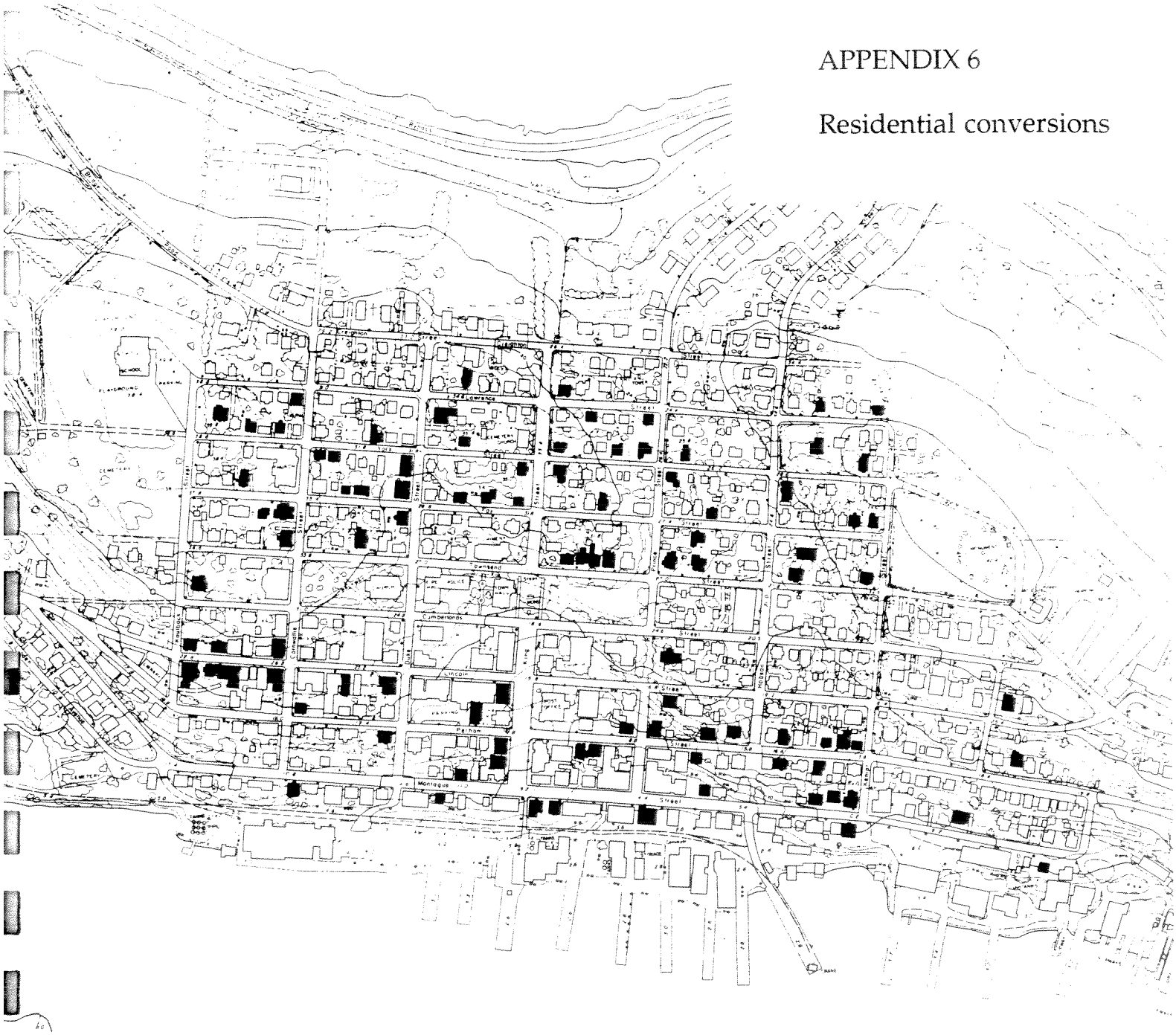
MID-1980's HOUSE, CREIGHTON ST.



EARLY 1930's COMMERCIAL BUILDING, LINCOLN STREET.

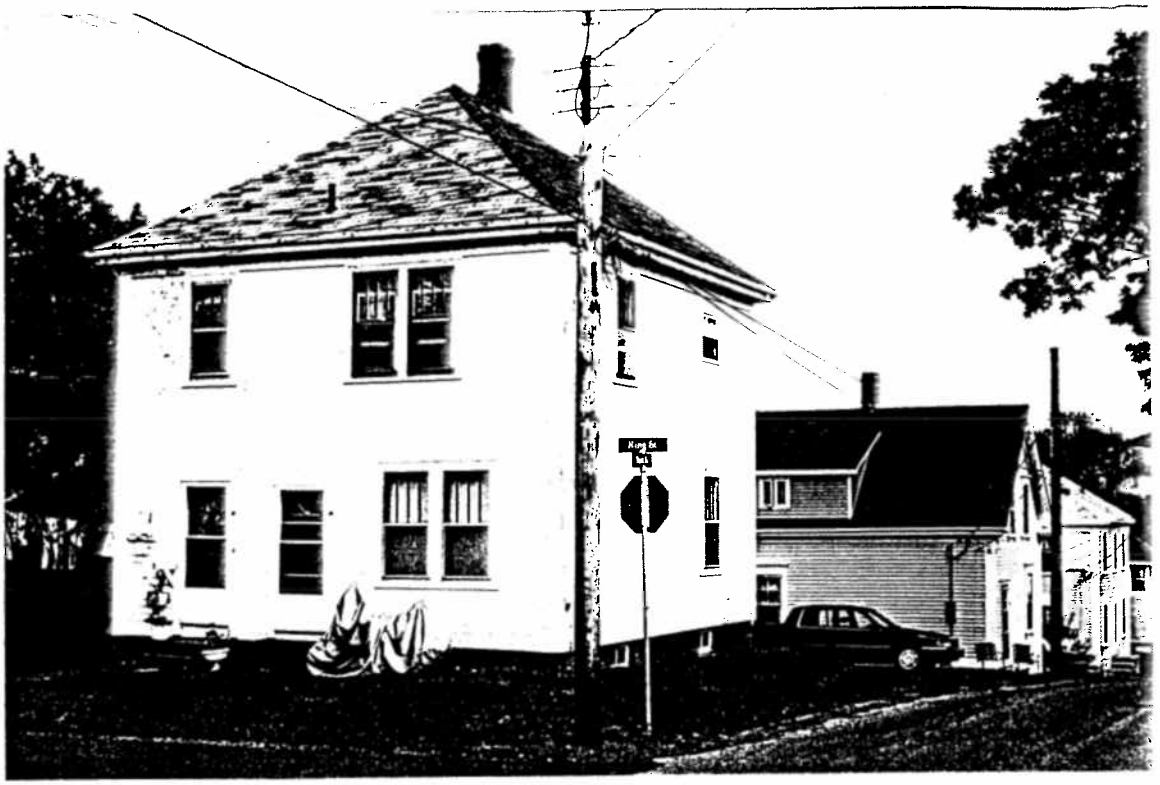
APPENDIX 6

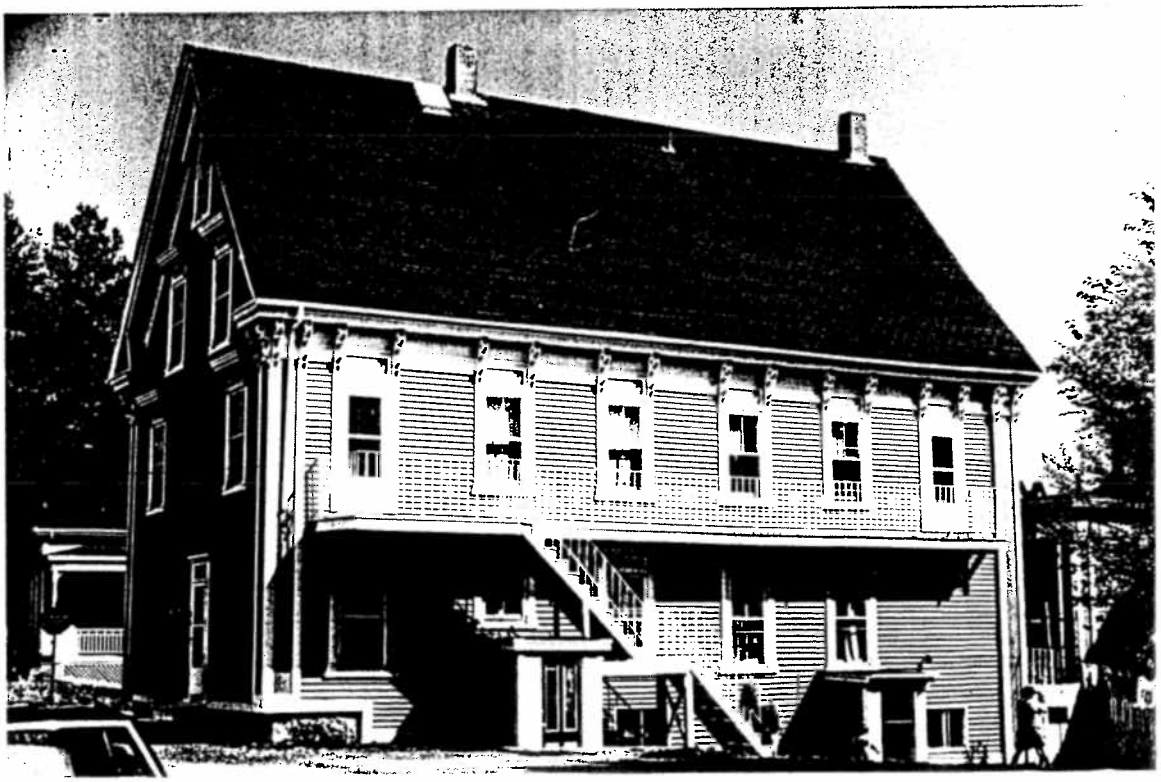
Residential conversions



■ BUILDINGS CONVERTED TO TWO OR MORE RESIDENTIAL UNITS

SOURCE: MUNICIPAL PLANNING STRATEGY EXISTING LAND USE MAP
AND
TOWN OF LUNENBURG DEVELOPMENT PERMIT RECORDS TO 1994





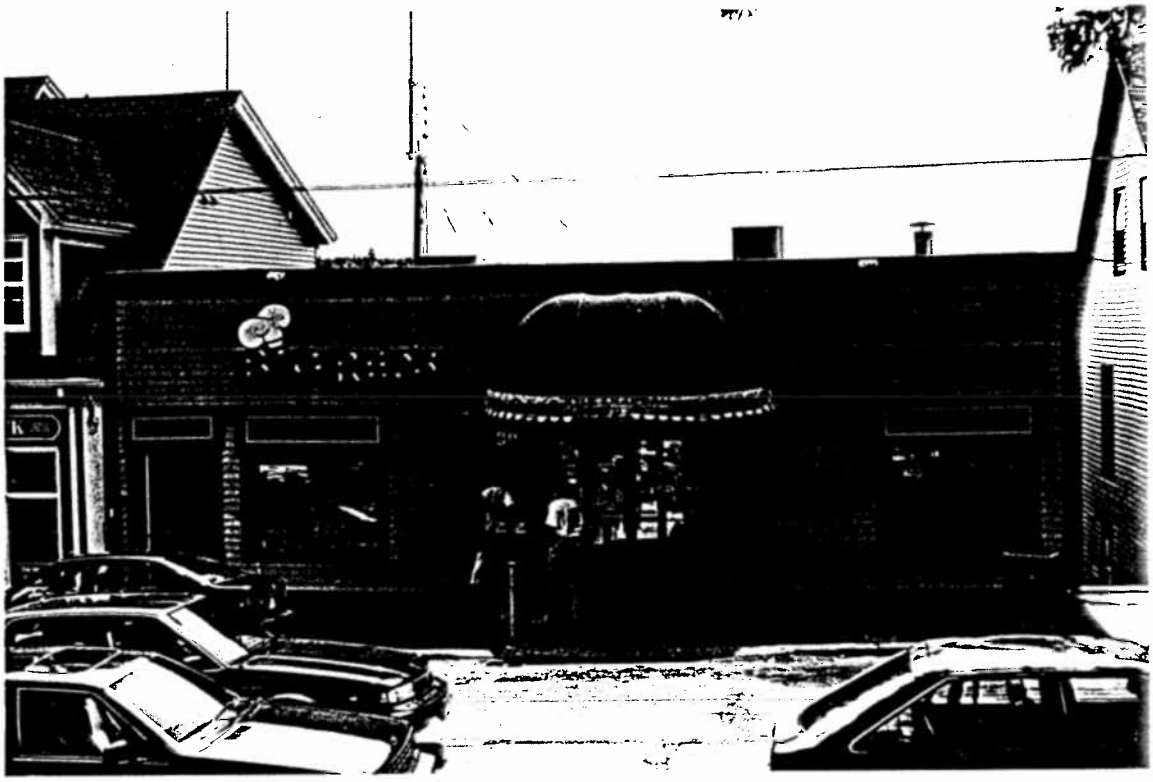




APPENDIX 7

Commercial conversions Montague Street area






ROOMS · PRIVATE BATHS
ENTRANCE
RESTAURANT
Farmers




BUS TOURS - CRUISE SHIPS
FRESH SEAFOOD
ADMIRAL BENBOW
RESTAURANT

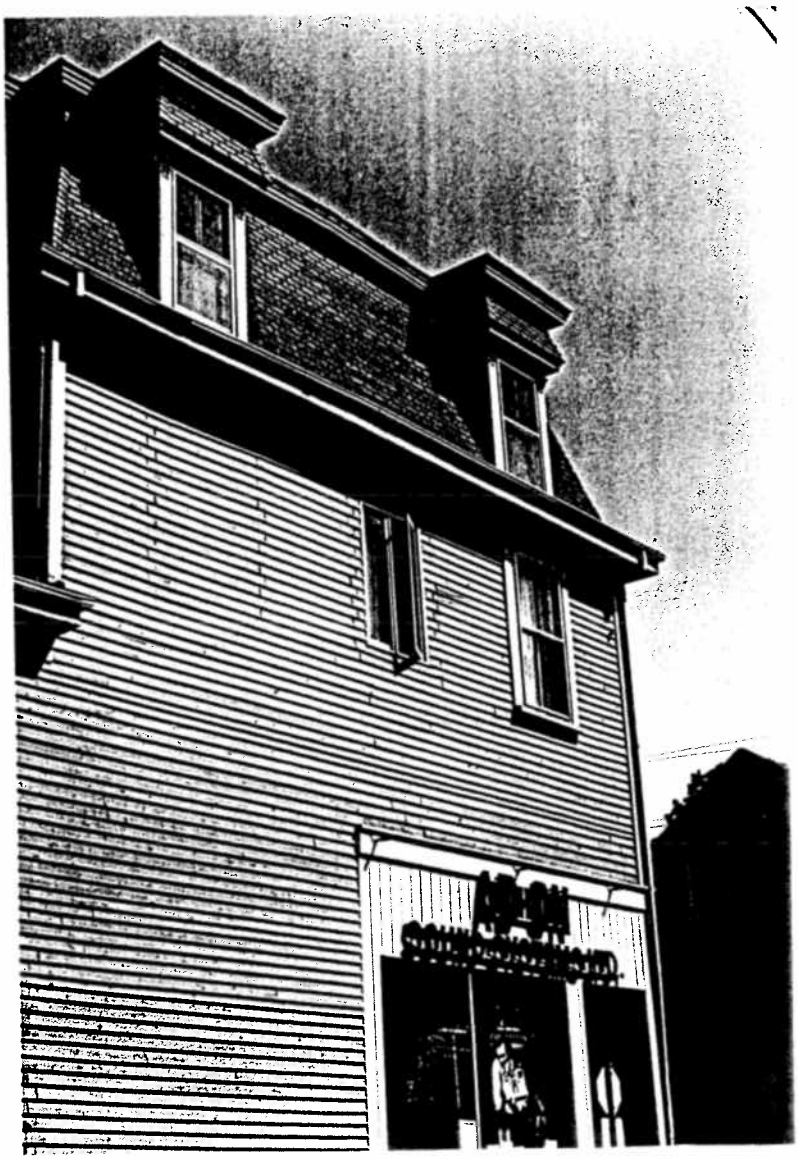


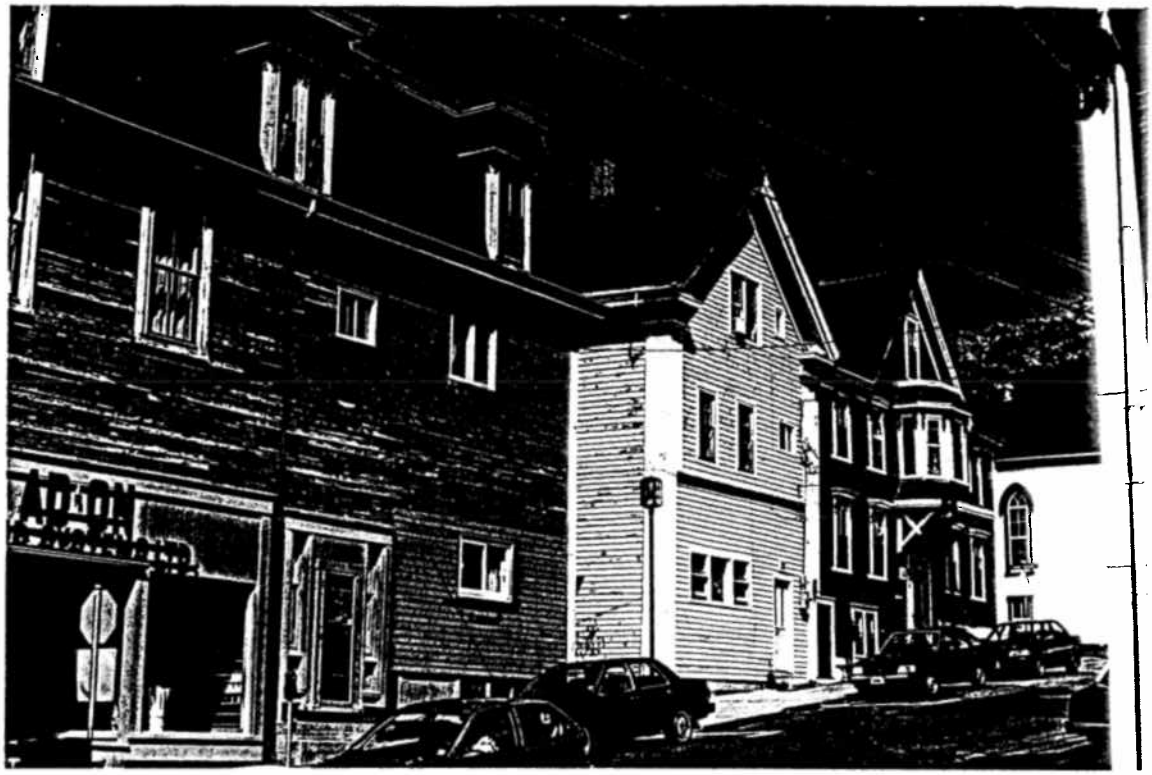
Appendix 8

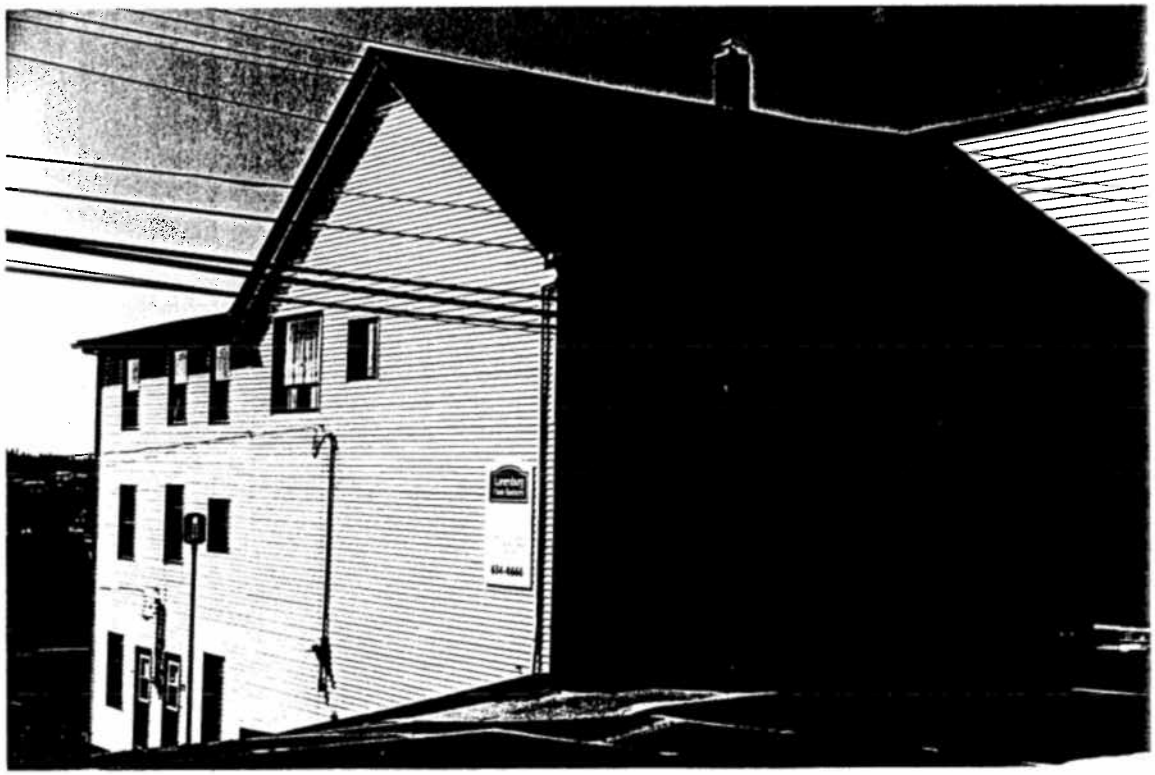
Building alterations
Lincoln Street









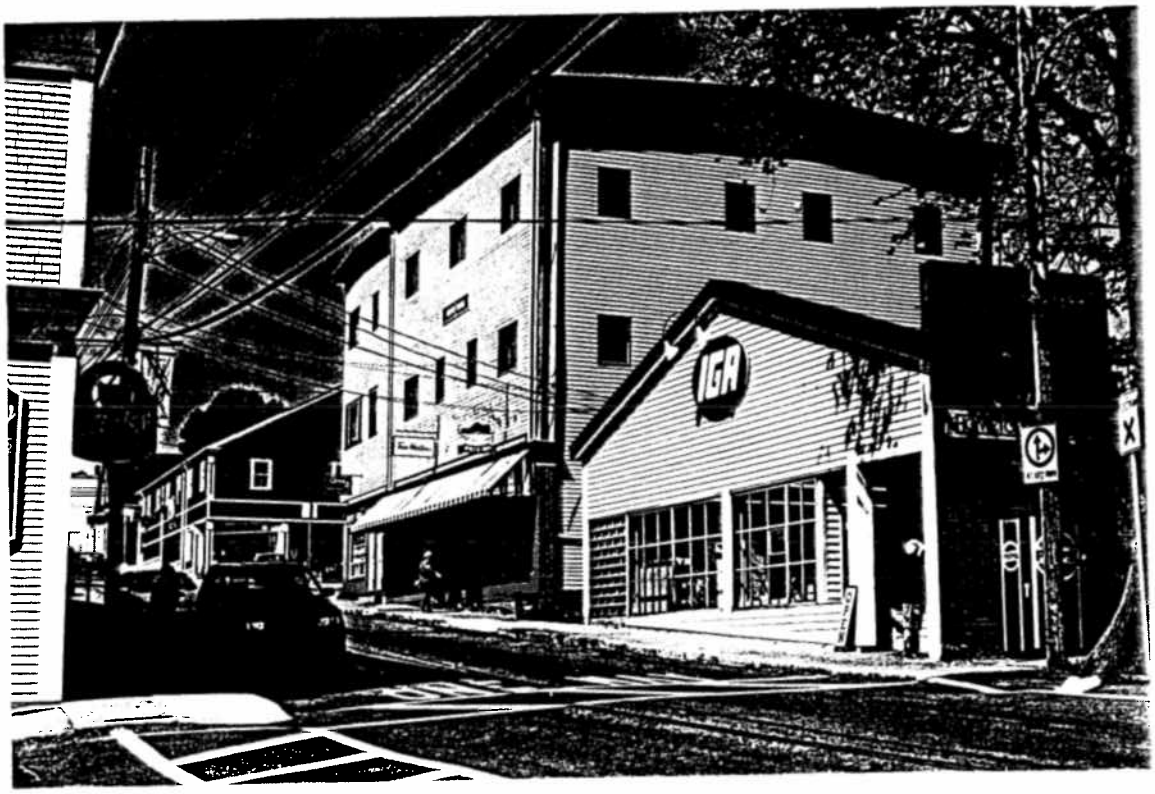







Finley
ART
Finley




IGA


Century 21
SHOES

Appendix 9

Guest house conversions









APPENDIX 10

Draft Design Guidelines

for

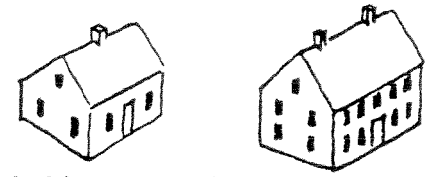
Maitland, East Hants.

4.1 Design Guidelines for New Buildings.

New buildings in the Heritage Conservation District shall be designed and constructed in accordance with the following guidelines:

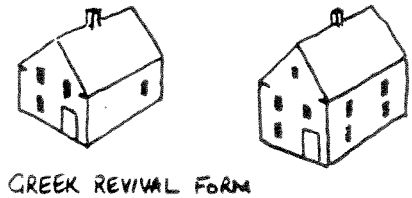
.1 **Style:** New buildings shall be designed and constructed in a style which reflects and responds to the style of nearby existing historical buildings. MANDATORY

.2 **Form:** New buildings shall be designed and constructed in a form which corresponds with or is derived from one of Maitland's traditional building forms, which include: MANDATORY



CLASSICAL REVIVAL FORM

- Single or two-storey, gable roofed form with main facade in long elevation (Classical Revival model).



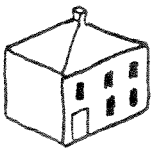
GREEK REVIVAL FORM

- Single or two-storey, gable roofed form with main facade in end elevation (Greek Revival model).



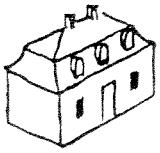
GOTHIC REVIVAL FORM

- Single or two-storey, cross gable form (Gothic Revival model).



HIP-ROOFED GEORGIAN/FEDERAL FORM

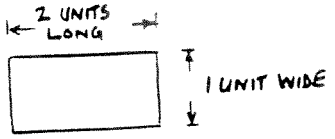
- Two-storey hip-roofed form (Georgian/Federal model).



SECOND EMPIRE FORM

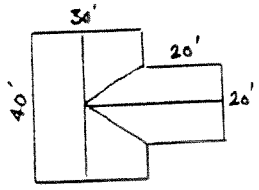
- $1\frac{1}{2}$ storey mansard roofed form (Second Empire model).

For further information on traditional building forms and styles, see the Background Studies section of the Heritage Conservation District Plan and Appendix 1.



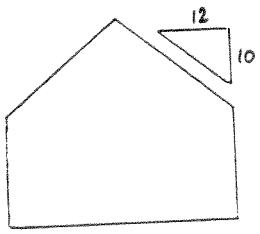
.3 **Proportion:** New buildings shall have a width to length ratio no greater than 1:2.

MANDATORY



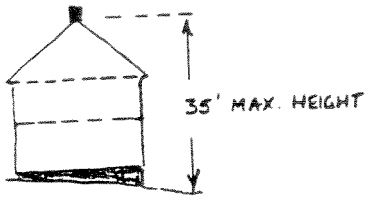
.4 **Size:** Where the total ground floor area of a proposed building will exceed 1450 sq.ft., the building shall be comprised of more than one attached building component. The maximum ground floor area of any new building shall be 2300 sq.ft.

MANDATORY



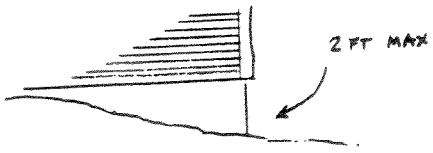
.5 **Roof Pitch:** The principal roof (not including ells or extensions) on any new building shall have either a gable roof with a minimum pitch of 10:12 or a roof shape and pitch the same as the roof shape and pitch on a nearby historical building.

MANDATORY BUT FLEXIBLE ACCORDING TO THE CONTEXT



.6 **Height:** New buildings shall not be more than 2 stories high exclusive of the attic level under the roof. Maximum overall height shall not exceed 35 ft. from the lowest point of grade at the building foundation to the highest point of the roof.

MANDATORY

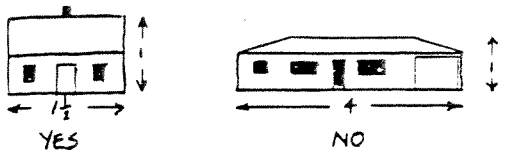


.7 **Exposed concrete foundations:** The maximum height of the exposed portion of a concrete foundation, from grade to the lowest level of the cladding shall be 2 ft.

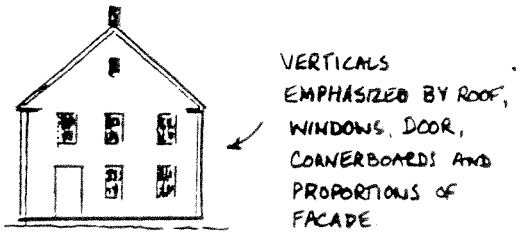
MANDATORY

.8 **Facade design:** The main facade on any new building should be designed with reference to the following factors:

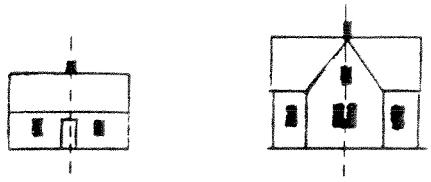
ADVISORY

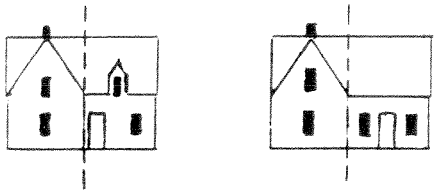


a. **Proportion:** The length to height ratio of the facade should not exceed 2:1.

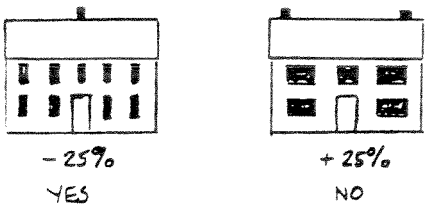


b. **Directional emphasis:** The facade design should emphasize vertical elements over horizontal elements. This can be most easily achieved by the use of steeply pitched roofs and vertically proportioned windows.

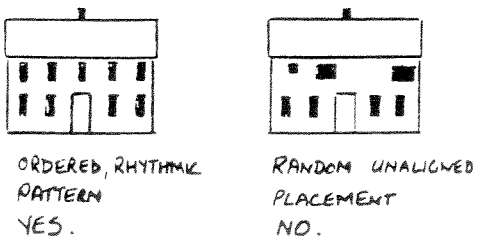




c. **Visual balance:** Facade designs should strive for visual balance. Visual balance may be achieved most directly by the use of symmetry (where design elements are equally balanced about a central point, e.g., windows equally spaced on either side of a central door), but asymmetrical compositions are also acceptable. In asymmetrical compositions, visual balance is more elusive and harder to define, but may be achieved by considering the balance of individual components within the design.

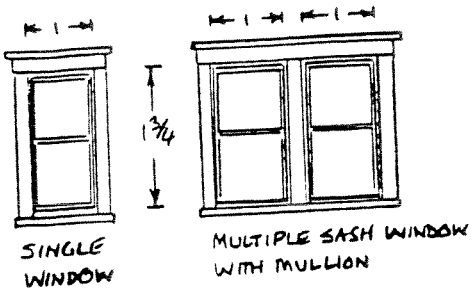


d. **Window to wall area ratio:** The area of the facade occupied by window and door openings should generally be no greater than 25%.



e. **Rhythm and alignment:** Window and door openings should preferably be arranged in a simple, rhythmic pattern, and should correspond in their horizontal and vertical alignment. Random placement of windows is discouraged.

MANDATORY PROPORTIONS
BUT FLEXIBLE IN STYLE

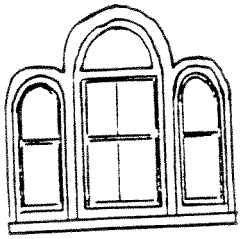


SINGLE WINDOW

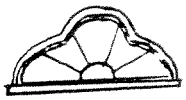
MULTIPLE SASH WINDOW WITH MULLION

.9 **Windows:** Windows which are visible from an adjacent public street shall be vertically oriented in the facade with a minimum width to height ratio of 1: $1^3/_4$. The preferred window type is the traditional, double hung, vertical sliding sash. Wider window openings may be achieved by utilizing multiple sashes separated by mullions.

Windows may be square-headed or round-headed.



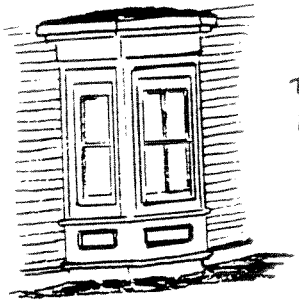
ROUND-HEADED WINDOW



SEGMENTAL WINDOW

Circular, oval or segmental windows, or variations thereof, shall be permitted.

Three-faceted bay windows on the traditional model shall also be permitted.



TRADITIONAL BAY WINDOW



CASEMENT



AWNING

Casement, awning and large flat glazed windows which impart a contemporary image shall be permitted provided that they are installed in openings of acceptable proportions.

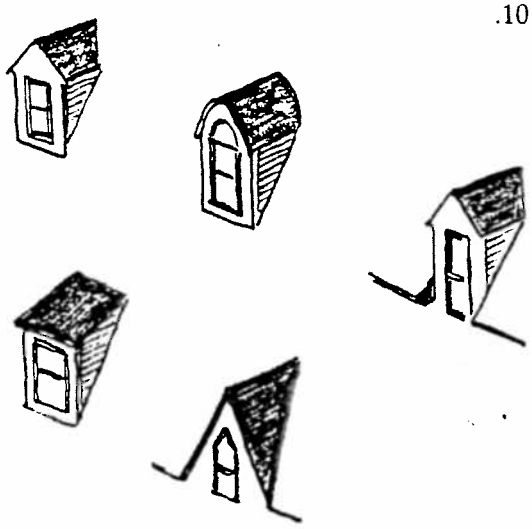


HORIZONTAL SLIDER

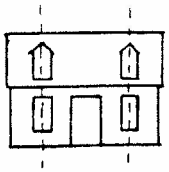


PICTURE WINDOW

Horizontally proportioned slider windows, picture windows and curved bow windows shall not be permitted on facades which are visible from the street.



.10 **Dormers:** Dormers shall be permitted with proportions and roof pitches similar to those of dormers on existing historic buildings in Maitland.

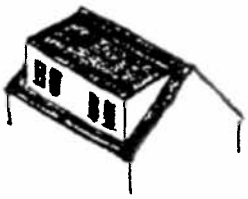


DORMERS VERTICALLY ALIGNED

Where small dormers are set in a roof, they should be aligned with window or door openings in the facade below.

ADVISORY

SHED DORMER INSET TO PRESERVE GABLE FORM



Where a full shed dormer is incorporated into a pitched roof, it shall be inset from the roof verges so as to preserve the underlying form of the gable.

MANDATORY



FLAT SKYLIGHT

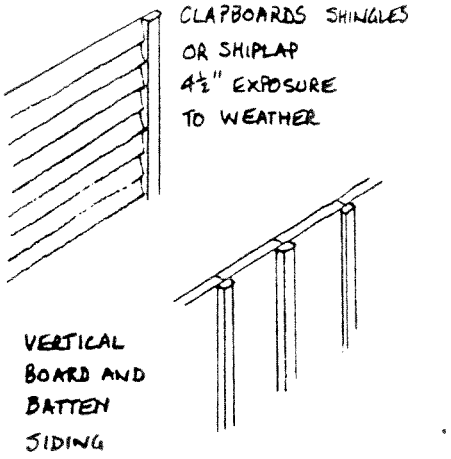


BUBBLE SKYLIGHT

11 **Skylights:** Flat, glazed skylights shall be preferred to bubble-type skylights.

ADVISORY

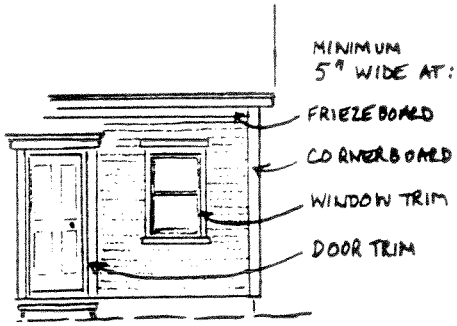
ADVISORY - COUCHED IN TERMS OF WHAT IS PREFERRED.



.12 **Cladding:** The preferred exterior cladding on new buildings shall be traditional wooden clapboards, wooden shingles or wooden shiplap siding laid in horizontal alignment at maximum 4 1/2 inches to the weather, or wooden board and batten siding.

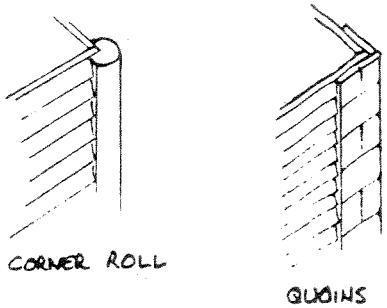
Vinyl, aluminum or other synthetic cladding materials are not recommended. If they are to be used, however, they shall have a narrow overlap (max 4 1/2 inches) and shall be installed with wooden trim, minimum 5" (nominal 6") width around windows and doors and at the friezeboardand, facade corners. See specific guidelines in section 4.3. Also see attached advisory article in Appendix 2.

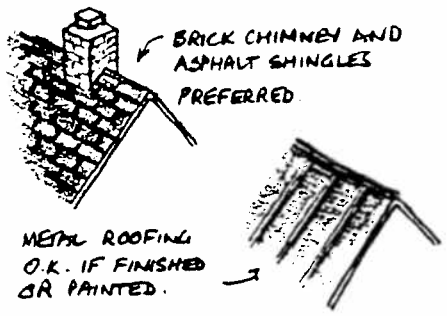
Brick cladding is not characteristic to the historical architecture of Maitland and shall not be permitted on new buildings. Asphalt imitation brick cladding also shall not be permitted. MANDATORY



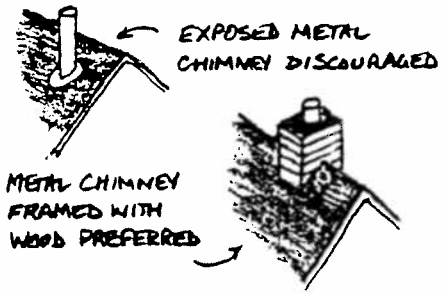
.13 **Trim:** New buildings shall, at minimum, have plain cornerboard, friezeboard, window and door trim, minimum 5" wide (nominal 6"). MANDATORY

Traditional wooden corner roll trim, minimum 2 1/2" wide, and traditional wooden corner quoins shall also be permitted.

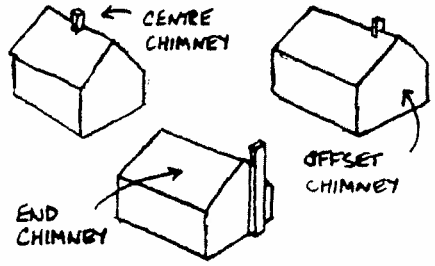




.14 **Roofing:** Roofing materials shall be asphalt shingles, traditional wooden roof shingles or synthetic materials which replicate either of these. Sheet metal roofing shall also be permitted provided that it has a painted or other finished appearance. WIDE RANGE OF OPTIONS.

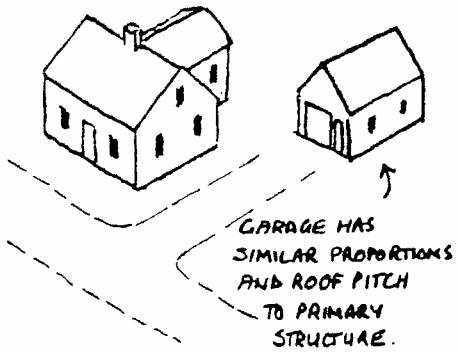


.15 **Chimneys:** Chimneys on new buildings should preferably be constructed of brick. Insulated, metal stovepipe chimneys may also be permitted provided that they are enclosed in wood or painted. Exposed stainless steel or chrome chimneys are discouraged. ADVISORY

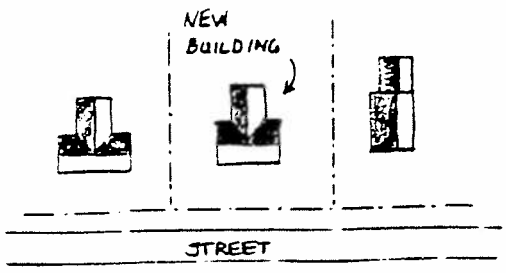


Centre or offset chimneys emerging through the roof ridge are preferred to end chimneys. Wide, multiple flue chimneys attached to the outside of the building should preferably be located on a building elevation which faces away from the street. ADVISORY

.16 **Outbuildings:** Outbuildings constructed in association with a primary structure on the same site should be relatively small in scale with similar proportions to the primary structure.



- The maximum height of a new outbuilding shall be $1\frac{1}{2}$ storeys.
- The style, roof pitch, cladding material and windows should complement the primary structure.
- Portable metal storage sheds and mini-barns shall not be permitted. ADVISORY



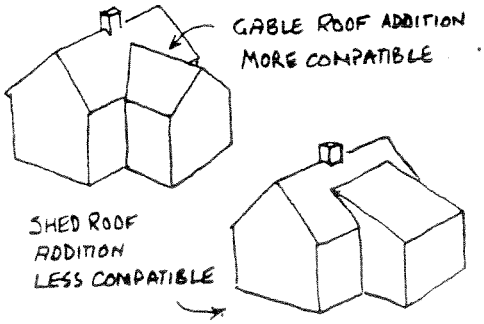
.17 **Location:**

a. **Setback:** Any new building shall have a setback which is equal to or an average of the setbacks of adjacent historic buildings. This requirement does not apply to new outbuildings. MANDATORY

b. **Sideyard:** Minimum 6ft.

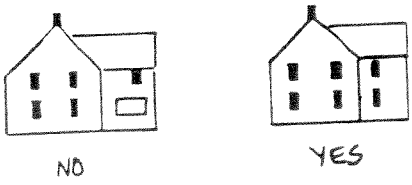
4.2 Design guidelines for alterations and additions to existing buildings

Alterations and additions to existing historic buildings in the Heritage Conservation District shall comply with the following guidelines:

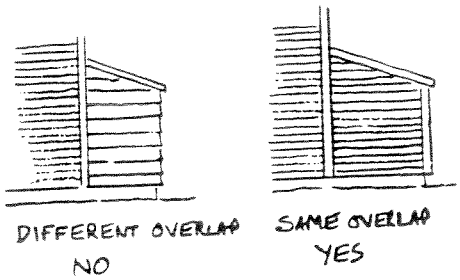


.1 **Style:** Alterations or additions to existing historical buildings shall be designed and constructed so as to be consistent with the historical style of the principal structure. MANDATORY

.2 **Roof shape on additions:** Additions which are visible from an adjacent or adjoining public street should preferably have a roof shape and a roof pitch which match that of the principal structure. ADVISORY

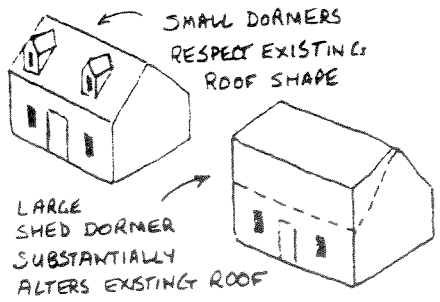


.3 **Windows on additions:** Windows on additions which are visible from an adjacent public street should have proportions and alignment which match the proportions and alignment of the windows on the original structure. The guidelines for windows on new buildings also apply. ADVISORY

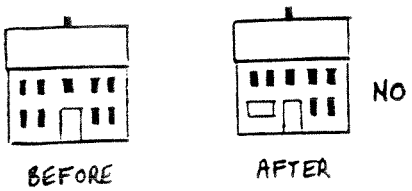


.4 **Cladding and trim on additions:** The guidelines for exterior cladding and trim on additions are the same as those for the exterior cladding and trim on new buildings. Generally, the cladding on an addition should match the cladding on the principal structure in terms of its overlap and alignment, and the trim on the addition should match the trim on the original structure. ADVISORY

.5 **Height of additions:** The height of an addition shall not exceed the height of the principal structure. MANDATORY

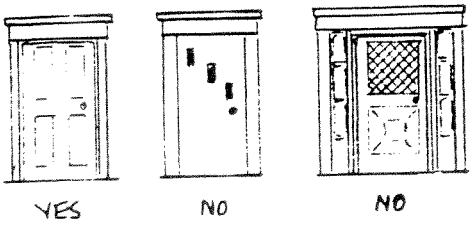


.6 **Dormers:** New dormers shall not substantially alter the established shape or form of the roof. Where small dormers are set in a roof, they should be aligned with window or door openings in the facade below. The guidelines for dormers on new buildings also apply. ADVISORY

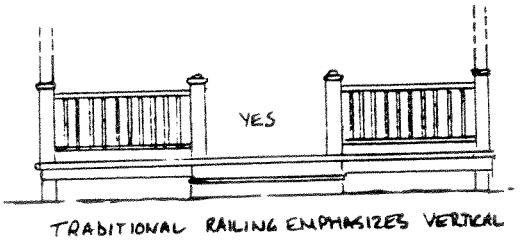


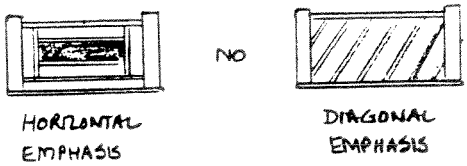
.7 **Window alterations:** Where existing windows are to be replaced or renovated the new windows shall have proportions the same as or similar to the original windows, and shall not alter the established window pattern in the facade in terms of its visual balance or directional emphasis. Traditional windows shall not be replaced by picture windows or horizontal sliders. MANDATORY

See also guidelines for windows on new buildings

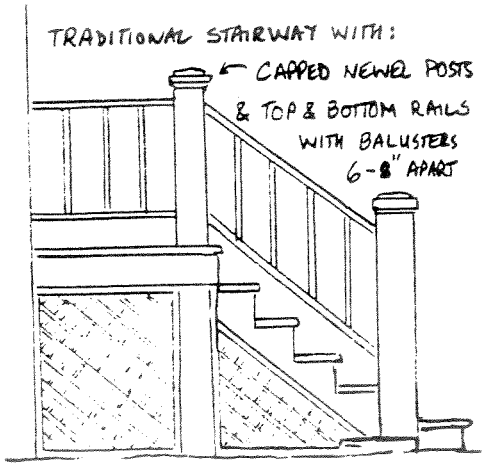


.8 **Door replacements:** Where existing doors are to be replaced the new door should match the existing style of the entrance. Panelled wooden doors are preferred to modern, metal doors or flush surface doors. ADVISORY

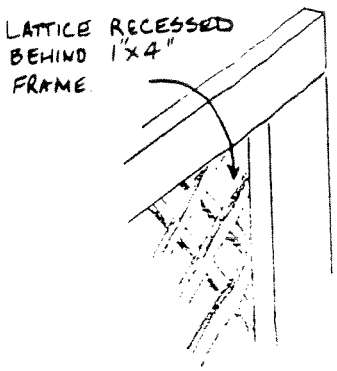




.9 **Porches, porticos and verandas:** New porches, porticos and verandas shall be designed and constructed in a manner which reflects the historical style of the main structure. Where a railing is necessary or desired, it should be designed and constructed in the traditional way, with an upper and lower rail and vertical balusters. Contemporary railing designs which emphasize diagonals or horizontals are discouraged. End posts should be capped. Wrought iron railings and gothic fretwork are permitted where appropriate to the historical style of the building. ADVISORY



.10 **Exterior staircases:** shall be permitted provided that they are designed, constructed and trimmed in a manner which reflects the style and detail of the building to which they are attached. Exterior staircases should be unobtrusive and, where possible, should be located at the rear of a building. Except for steps associated with a porch or veranda, exterior staircases shall not be permitted on the front face of a building. Railings on exterior staircases should preferably be designed and constructed in the traditional way, with upper and lower rails, vertical posts and capped newel posts. ADVISORY



.11 **Lattice screening:** Where lattice screening is installed under porches, verandas or exterior staircases, it should be properly recessed and framed at the edges.

ADVISORY

.12 **Replacement of existing cladding materials:** Replacement cladding materials shall preferably be traditional wooden clapboards, wooden shingles or wooden shiplap siding laid in horizontal alignment at maximum $4\,1/2$ inches to the weather, or wooden board and batten siding, where this is appropriate to the historical style of the existing building. The overlap of the new wooden cladding should preferably replicate the overlap of the original cladding. ADVISORY

Vinyl, aluminum or other synthetic cladding materials are not recommended as replacement siding materials. If they are to be installed, however,they shall meet the requirements of section 4.3 of these design guidelines. An advisory article regarding the use and durability of vinyl siding is also attached in Appendix 2.

Brick cladding was not traditionally used on Maitland's historic buildings and shall not be permitted as a replacement for traditional wooden cladding. Similarly, asphalt imitation brick cladding shall not be permitted.

MANDATORY

.13 **Trim alterations:** Existing historical trim, including cornerboards, friezeboards, baseboards, window and door trim, mouldings, brackets, dentils, etc., shall be retained wherever possible. ADVISORY

.14 **Roofing:** Replacement roofing materials shall be asphalt shingles, traditional wooden roof shingles or synthetic materials which replicate either of these. Sheet metal roofing shall also be permitted provided that it has a painted or other finished appearance.

WIDE RANGE OF OPTIONS

.15 **Skylights:** Skylights shall be permitted on existing buildings but flat, glazed skylights are preferable to bubble-type skylights and installation on a back roof slope is preferable to installation on a roof slope facing a public street. ADVISOR 1

.16 **New chimneys and replacement chimneys:** See guidelines for chimneys on new buildings.

VINYL PERMITTED SUBJECT TO CONDITIONS.

4.3 Guidelines for installation of vinyl and aluminum cladding

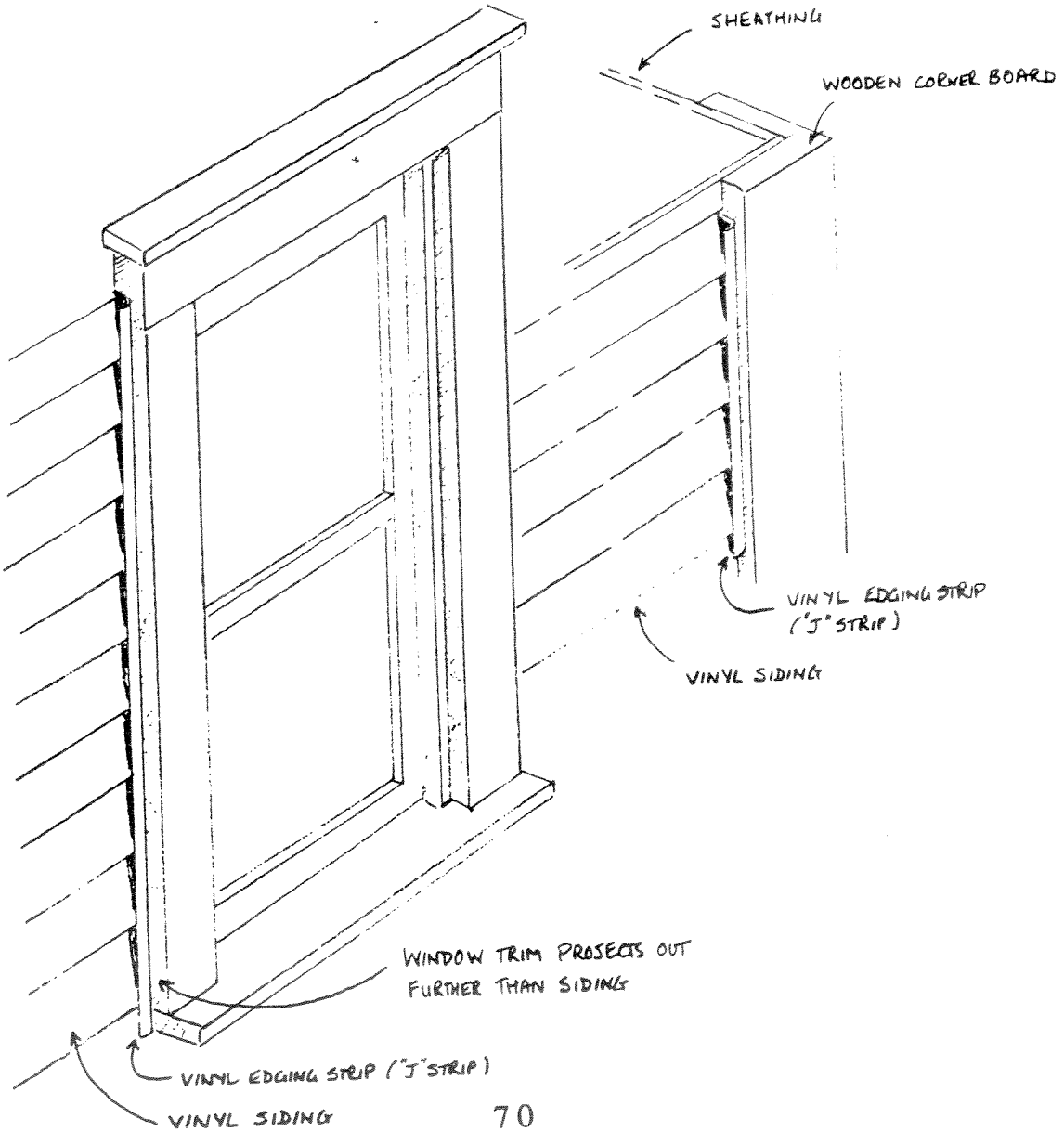
Vinyl and aluminum cladding shall be permitted to be installed on new buildings and on existing buildings in the Heritage Conservation District subject to the following provisions.

.1 the cladding shall be of the narrow overlap type, maximum $4\frac{1}{2}$" to the weather;

.2 the cladding shall not project beyond the front surface of abutting trim around windows, doors and corners;

.3 when installed as replacement cladding on existing buildings, the installation shall not obscure, cover, remove or alter any existing historic architectural trim or other historic architectural features;

.4 when installed on new buildings, the cladding shall be installed and fitted with wooden trim around windows, doors and corners.



APPENDIX 11

Draft demolition policy

for

Maitland, East Hants.

CONSERVATION ADVISORY PANEL AND ADVISORY PROVISIONS

4.4 Design guidelines for signs.

a. **General guidelines:**

- New signs shall be designed in a manner which respects and reinforces the architecture of the building with which they are associated. Signage which is compatible with nearby buildings helps to create visual unity within the Heritage Conservation District.
- Signs such as name and address signs, building identification signs, no trespassing signs, traffic regulation or parking signs, plaques denoting historic significance, etc., shall be relatively small in relation to the building to which they are attached or with which they are associated.
- New signs should present clear, concise information in a simple manner.

b. **Permitted materials:**

New signs shall be constructed of wood and may have painted, carved or raised lettering.

c. **Illumination:**

- Internally lit, plastic signs are regarded as being out of character with Maitland's historic architecture, and shall not be permitted. New signs in the Heritage Conservation District may be externally illuminated, however, by the use of focussed spotlights, either attached to the sign or fixed to the ground or building, as appropriate.

d. **Signs prohibited:**

- Internally lit signs.
- Flashing signs.
- Moveable, portable signs.
- Advertising signs affixed to utility poles or to other highway or traffic control signs.
- Signs fixed to or supported by the roof of any building.
- Product signs.

e. **Projecting Wall Signs:**

- Maximum size of sign board - 20 sq.ft. (4' x 5');
- Wooden or wrought iron brackets preferred; iron pipe brackets discouraged.
- Sign shall not project above eaves, parapet or roof line of a building.
- Sign should be vertically aligned with vertical elements in the building facade, e.g., edges of windows, doors, edge of storefront, or mid-point of spaces between architectural features.
- Top or bottom of sign should be horizontally aligned with horizontal architectural features, e.g., the top of windows, or the lines of a transom or fascia board.
- Illumination by focussed spotlight preferred; no internal illumination.

f. **Fixed Wall Signs:**

- Maximum size of sign board - 1 sq.ft. per lineal foot of wall space.
- Fixed wall signs should preferably be centred between windows, between a window and a door, or between a window and the edge of the wall.
- Fixed wall signs should not obscure significant architectural details.
- Illumination by focussed spotlight preferred; no internal illumination.

g. **Ground signs:**

- Maximum size of sign board - 24 sq.ft. (4'x6');
- Sign shall have wooden posts;
- Maximum height 10 ft.
- Illumination by focussed spotlight preferred; no internal illumination.

MANDATORY WITH OPTIONS.

4.5 Design guidelines for fences.

a. **General guidelines:**

- New fences shall be designed and constructed in a manner which respects and reinforces the architecture of the building with which they are associated.
- New fences shall be constructed of wood only.
- Maximum height of new fences shall be 6 ft.

b. **Permitted fence types:**

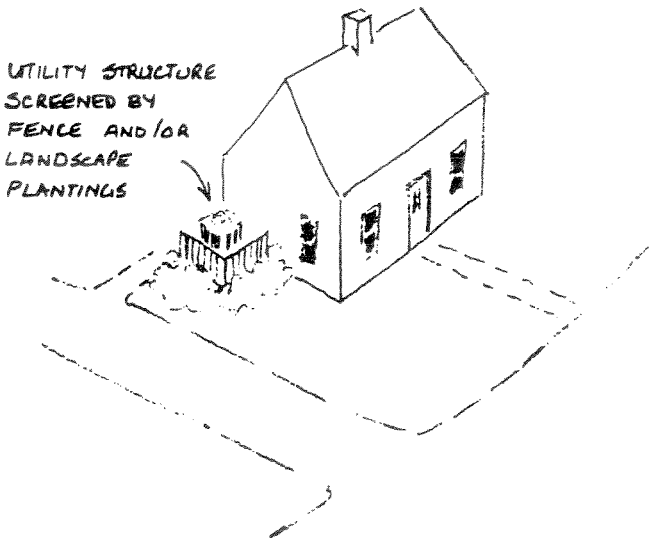
- Post and rail.
- Board fence - boards shall be attached on same side of fence posts.
- Picket fence - pickets shall be attached on same side of fence;
  - pickets shall be uniform width;
  - pickets shall be pointed rather than square-topped.
- Lattice fences shall be permitted provided that the latticework is framed.

4.6 Utility structures.

Utility structures such as fuel tanks, garbage containers, electrical transformers, air conditioning equipment and other mechanical equipment shall be permitted in the Heritage Conservation District subject to the following conditions:

a. utility structures shall not be located in front of buildings.

b. where utility structures are visible from an adjacent public street, they shall be screened by a board fence, lattice fence and/or other planted landscape material.



Public hearing required for demolition or removal of certain historic buildings .

In discussions leading towards the preparation of this Plan and Bylaw, it was determined that demolition of historic buildings (historic houses, historic commercial buildings and the churches) should be the single type of development in the Heritage Conservation District for which a public hearing should be required. This requirement should also apply to the old Frieze and Roy shipyard shed because of its historical significance as the last remaining shipyard structure. The requirement for a public hearing should not apply, however, to the other old outbuildings in the district because of the difficulty in clearly determining their historic significance and because of the wide variations in their condition and appearance. The historic buildings to which the requirement for a public hearing will apply shall be shown on the Heritage Conservation District Map.

Criteria for review of applications for demolition or removal of historic buildings at public hearing.

POLICY 15 Where application is made for a Certificate of Appropriateness for the demolition or removal of any historic building identified on the Heritage Conservation District Map, it shall be the intention of Council to require that the application be considered at a public hearing. In reviewing an application, Council shall consider the following factors:

.1 the stated reasons for the proposed demolition or removal;

.2 building condition;

.3 the historical significance of the building;

.4 the architectural character and uniqueness of the building;

.5 the visual prominence of the building and its architectural contribution to the immediate streetscape and the Heritage Conservation District in general;

.6 the effect of the proposed demolition or removal on the immediate neighbourhood and the Heritage Conservation District in general;

.7 the cost/benefits of rehabilitation versus demolition or removal;

.8 any alternatives which may be available in the circumstances;

.9 the proposal, if any, for a replacement building .

Conditions on Certificate of Appropriateness for demolition or removal

POLICY 16 A Certificate of Appropriateness for the demolition or removal of a historic building in the Heritage Conservation District may include conditions respecting:

.1 the filing with the heritage officer of acceptable photographic or other documentation of the historic building prior to its demolition or removal;

.2 the salvaging of specific historic architectural features such as mouldings, brackets, doors, windows, newel posts, mantles, etc., prior to demolition;

.3 the making good, landscaping or other restoration of the site following demolition or removal of the historic building, including;

a. removal of demolished material;

b. type of finished landscaping material to be used on the vacant site;

c. type, species or placement of vegetation;

d. type or placement of fencing;

e. screening of any unsightly elements.

.4 the architectural character of any replacement building;

.5 the time frame for construction of any replacement building;

.6 any other matter pursuant to section 14 of the provincial Regulations for Heritage Conservation Districts.

Lunenburg, Nova Scotia
Completed by: E. Patricia MacDonald, Consultant *(former Heritage Officer for the Town of Lunenburg)*

Q. Prior to the designation, was there a strategy in place for the conservation of the area and for the development of a broad-based economy capitalizing on the heritage character? if so, what?

A. Yes. The Lunenburg *World Heritage Community Strategy*, adopted in 1998, presents a strategic plan for conservation of the Town's architectural and cultural heritage. It proposes the establishment of two new organizations- the *Lunenburg World Heritage Community Foundation*, which will focus conservation, education, fundraising, heritage programming, interpretation and publishing, and the *Lunenburg World Heritage Community Corporation*, which will focus on business development, marketing and promotion, heritage product development, vacation packaging and special events.[1]

Q. Prior to the designation, did the City have a Heritage Property Bylaw, adopted under the province's Heritage Property Act?

A. Yes. There has been a Heritage Property Bylaw since 1981.

Q. What was the rationale for establishing a historic district?

A. To conserve the historic and architectural value of the buildings and their setting in Old Town

Q. What was the community input and adoption process?

A. "In 1994, the background study *Towards the establishment of a heritage conservation district in the Town of Lunenburg* outlined a rationale for establishing a heritage district in the Old Town.

In early 1995, a summary of the study was distributed to all property owners, with a questionnaire to determine the level of support for heritage district designation. Although the response rate was low (about 20%), over 80% of respondents were in favour of establishing a district. Later in 1995, a group of Old Town residents worked with the consultant to prepare a draft conservation plan and bylaw. This resulted in a first draft in March 1996 and a second draft in August 1996.

In November, 1996 public meetings were held by the Heritage Advisory Committee to discuss the proposed heritage conservation district. Most people present at the meetings supported the idea but concerns were expressed about provisions in the Heritage Property Act which made all approved developments in a heritage district appealable and which required notices for all developments, however minor, to be mailed to all property owners

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[1] Plaskett, Bill *Lunenburg Old Town Heritage Conservation District Plan & Bylaw with Design Guidelines*, Lunenburg, 2000

in the district. As these provisions would have made administration of the heritage district very cumbersome and costly, and as it was known that the provincial government was in process of amending the Act to remove them, the consensus was to defer further work on the conservation plan and bylaw until the amendments were in place (at that time, the amendments were incorporated into the then forthcoming Municipal Government Act, which has since been enacted). In the meantime, it was agreed that a public education program on the proposed heritage district and design guidelines should be undertaken.

In May 1997, a series of articles on the proposed heritage conservation district was published in the Progress Enterprise newspaper and an informational "phone-in" program was broadcast on community television. A workshop for local building contractors was held in November 1997.

In December 1998, the Municipal Government Act was passed by the Legislative Assembly with notice that it would become effective on 1 April, 1999. This put the Town in a position to move ahead with preparations for adoption of the conservation plan and bylaw.

A third draft was prepared in January 1999 and reviewed by the HAC and the Town Solicitor. A fourth draft was prepared and reviewed in April 1999 and updated with minor editorial changes in January, 2000. Town Council gave formal notice of its intention to adopt the conservation plan and bylaw on 13 January, 2000 and a public hearing was held on 21 February, 2000. Following minor revisions made pursuant to public input at the public hearing, the conservation plan and bylaw were officially adopted by Council on 11 May, 2000 and came into effect upon approval by the Minister of Municipal Affairs on 4 September, 2000."[2]

Q. In accordance to what provincial acts has the conservation or special district been adopted?

A. "The heritage conservation district plan and bylaw were adopted in accordance with the enabling provisions of the Nova Scotia Heritage Property Act, Chapter 199, RSNS, 1989 as amended by 1991, c.10 and section 559 of the Nova Scotia Act Respecting Municipal Government, Chapter 18, RSNS, 1998, and the Nova Scotia Heritage Conservation Districts Regulations made by the Governor in Council on 14 July, 1992 as amended on 11 July, 1995 and 25 November, 1999."[3]

Q. What conservation policies of the City does the conservation plan express?

A. "The conservation plan expresses the policies of Lunenburg Town Council regarding conservation of the historic and architectural value of buildings and their setting in the Old Town and other historic areas in Lunenburg."[4]

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[2] ibid
[3] ibid
[4] ibid

Q. What is the purpose of your conservation plan?

A. "The purpose of the conservation plan and bylaw is:

- to conserve the historic and architectural value of buildings and their setting in Old Town Lunenburg while allowing for change and development;

- to ensure that new development will be in keeping with the historic character of the Old Town;

- to maintain and enhance the attractiveness of the Old Town as a place to live and as a tourist destination;

- to meet the obligations of the Town with respect to protection and management of the heritage character of the Old Town National Historic District and World Heritage Site.

- to encourage good building design;

- to support the development of a successful cultural tourism economy;

- to support, maintain and enhance community pride in heritage conservation;

- to enable property owners within historic areas of the town to benefit from available financial assistance programs for conservation of property in heritage conservation districts; and,

- to supplement existing heritage conservation policies and regulations contained in the Town's Heritage Property Bylaw and Municipal Planning Strategy and Land Use Bylaw."[5]

Q. What background studies and reports relate to the adoption of the conservation plan and the establishment of the conservation district?

A. *Understanding Lunenburg's Architecture*, Lunenburg County District Planning Commission and Lunenburg Heritage Society, 1979.

Lunenburg: An Inventory of Historic Buildings, Lunenburg County District Planning Commission and Town of Lunenburg,1984

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[5] ibid

A Series of Maps Illustrating Lunenburg Buildings by Age, Architectural Character and Historical Association, Lunenburg County District Planning Commission, 1985.

"Old Town" Lunenburg, Historic Sites and Monuments Board of Canada, Agenda Paper, 1991.

World Heritage List Nomination: Old Town Lunenburg, Department of Canadian Heritage, September, 1994.

Towards the establishment of a heritage conservation district in the Town of Lunenburg, Bill Plaskett for N.S. Department of Municipal Affairs and Town of Lunenburg, September, 1994.

Lunenburg World Heritage Community Strategy, Roy Eugene Graham and Associates, October, 1998.

Q. What is the local responsibility for conservation?

A. The Town has the responsibility to implement conservation measures at the local level.

Q. Is the conservation plan a replacement for a "municipal planning strategy and/or land use bylaw (MPS/LUB)"? Did the latter include design guidelines to illustrate their intent or assist in their interpretation? Did it/they apply only to facade alterations? All four facades or only that facing the street? Are there provisions for conservation of the setting?

A. The design guidelines of the conservation plan and bylaw will supersede and replace the MPS & LUB architectural controls in the Old Town heritage conservation district. They apply to all four façade alterations. The Heritage Property Act defines the setting as "*the arrangement of open spaces, topography, vegetation, views from public places within the district to places within the district, and other natural or constructed features.*" Conservation of the heritage character of the setting and the Old Town's historic urban form are objectives of the conservation plan.[6]

Q. With respect to stakeholders, what particular concerns, developmental or otherwise, has the Town encountered with the designation, both during the process and since the designation?

A. An increase in tourism has resulted in problems with traffic congestion, parking and circulation. The market value of housing has increased to a point where it is not possible for local residents to purchase and maintain properties in the Town. Recent property acquisition by people from other areas has resulted in a population which only

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[6] ibid

resides in the Town on a seasonal basis, making it difficult to maintain the volunteer-based community.

Q. Exactly how long did the designation process take?

A. Six years.

Q. What types of development require a permit or certificate of appropriateness?

A. .1 construction of new buildings;

.2 exterior alteration of existing buildings, including, but not limited to:

any alteration to windows, doors, dormers, roof, cladding, trim, chimneys, foundation, porches, verandas, and exterior steps or stairs;

any addition, including new ells, wings, dormers, porches, verandas, decks, balconies,

and exterior stairs;

.3 demolition or removal of historic buildings;

.4 signs;

.5 fences;

.6 utility structures such as fuel tanks, mechanical or electrical equipment, satellite dishes, etc."[7]

Q. What gray areas in the bylaw and guidelines have been open to individual interpretation (is the technical wording clear)?

A. There is no restriction on the number of dormers on a roof.

Only signs affixed to buildings require a Certificate of Appropriateness.

Landscaping is not included in the list of those requiring a Certificate of Appropriateness.

Only outbuildings over 80 square feet require a Certificate of Appropriateness.

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[7] ibid

Q. Has the administration been forced to examine the actual text and make recommendations for amendments to the bylaw? If amendments were necessary, what was the process and how long did it take?

A. No.

Q. Have there been amendments to the boundary of the conservation district?

A. No. "Amendments to the boundary of the heritage conservation district require a public hearing pursuant to section 9(3) of the provincial Regulations for Heritage Conservation Districts and approval by the Council and the Minister of Municipal Affairs pursuant to section 19A(6) of the Heritage Property Act."[8]

[8] ibid

ATTACHMENT "G" – Policy 4.8.1 of Heritage Conservation District Plan And Part 4.9 of the Heritage Conservation District By-law

Demolition or removal of heritage buildings.

4.8.1 Public hearing required / criteria for review of application.

Where application is made for a Certificate of Appropriateness for the demolition or removal of any pre-1940 building in the heritage conservation district, as identified on Map 2, or any post-1940 building deemed worthy of protection from demolition (see policies 6.1.1.2 and 6.3.1.3), it shall be the intention of Council to require that the application be considered at a public hearing. In determining whether to grant or refuse permission for such demolition or removal, Council shall consider:

.1 the physical condition, historical significance, architectural integrity, and uniqueness of the building, the extent to which it establishes or supports the architectural character of the surrounding streetscape or area, and its visual prominence and value as a local or regional landmark;

.2 the proposal, if any, for a replacement building and the extent to which replacement may be preferable to conservation, maintenance, or rehabilitation of the existing building.

.3 alternative economic uses for the building, and the relative costs and economic returns from rehabilitation vs the costs and economic returns from demolition or replacement, with the onus on the applicant to provide cost estimates for consideration by Council;

.4 any alternatives to demolition or removal which may be available.

.5 the advice of the Town of Lunenburg Heritage Advisory Committee and the Lunenburg Heritage Society.

Part 4.9 of the Heritage Conservation District By-law

4.9 Consultation with Heritage Advisory Committee.

The Heritage Officer (or the Council where the application requires a public hearing) may refer an application to the Town of Lunenburg Heritage Advisory Committee for advice, or may consult other resource persons for advice, prior to the granting or denial of a Certificate of Appropriateness or the holding of a public hearing, as applicable.

SCHEDULE "B"

Circulated: _____

Document No: 5(b)
Meeting: HAC – April 20, 2020
Circulate To: HAC, Council, BR
File:

M E M O R A N D U M

TO: **HERITAGE ADVISORY COMMITTEE**

FROM: **ARTHUR MACDONALD, HERITAGE MANAGER**

DATE: **APRIL 14, 2020**

RE: **HERITAGE RECOGNITION AWARDS**

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1. FACTS

A. Background

In keeping with the Town's Heritage Recognition Awards Program, the Town advertised for nominations on February 5, 2020. The nomination period closed on March 6th. Unfortunately none were received by the public. However, staff has identified seven project that were deemed worthy of consideration:

Civic Address:	Owner:	Nominator:
2 Kempt Street	Ironworks Distillery Inc.	Staff
196 Lawrence Street	Peggy Darlene Richardson	Staff
80 Creighton Street	Travis Hiltz and Mary Anne Donovan	Staff
194 Montague Street	SMP Holdings Inc. c/o Shane M. Pittman	Staff
160 Montague Street	B2 Holdings Limited c/o Marilyn MacKay-Lyons & Brian MacKay-Lyons	Staff
205 Pelham Street	David R. Hirtle	Staff
12 King Street	J. Garth Turner	Staff

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

B. Proposal

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

The owners of the nominations approved by Council will be invited to the Town's 267th Birthday Ceremony on June 5th, 2020 where they will be presented with their Heritage Recognition Certificates. Due to COVID-19, the Town's Birthday celebrations may be postponed and rescheduled for a later date.

2. ISSUES AND OPTIONS ANALYSIS

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

3. FINANCIAL IMPACT

There is sufficient funding in the 2020/21 fiscal budget to cover the costs associated with manufacturing the certificates as well as holding the event.

4. STRATEGIC PLAN RELEVANCE

This project is in keeping with:
Strategic Plan Goal #1 – To enhance appreciation of Lunenburg's heritage;
Strategic Plan Goal #2 – To promote our UNESCO designation;

5. RECOMMENDATION AND DRAFT MOTION

It is recommended that Council approves the following nominations for the Town's 2020 Heritage Recognition Award Ceremony.

Civic Address:	Category:
2 Kempt Street	Successfully blending an addition that contributes positively to the design of the original structure.
196 Lawrence Street	Rehabilitating a building, including successfully integrating modern elements that contribute positively to the design of the original structure.
80 Creighton Street	Successfully blending an addition that contributes positively to the design of the original structure.

194 Montague Street	Successful adaptive reuse of a building that contributes positively to the design of the original structure.
160 Montague Street	Successfully blending an addition that contributes positively to the design of the original structure.
205 Pelham Street	Rehabilitating a building, including successfully integrating modern elements that contribute positively to the design of the original structure.
12 King Street	Successful adaptive reuse of a building that contributes positively to the design of the original structure.

ATTACHMENTS:

A. Heritage Recognition Awards Program Complete with Criteria and Rating System.
B. Nominations for the 2020 Heritage Recognition Awards.

Acknowledged by:

Bea Renton
Town Manager/Clerk

ATTACHMENT "A"
Town of Lunenburg
Heritage Recognition Awards Program

Purpose:

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

Recognition Categories:

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

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

Review:

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

Heritage Recognition Awards Program

Criteria – Ranking System

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

ATTACHMENT “B”

Nominations for the 2020 Heritage Recognition Awards

2 Kempt Street

Before Photos:



After Photos:



Heritage Recognition Awards Program
Criteria – Ranking System

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

196 Lawrence Street

Before Photo:



After Photos:





Heritage Recognition Awards Program
Criteria – Ranking System

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

80 Creighton Street

Before Photos:



After Photos:



Heritage Recognition Awards Program
Criteria – Ranking System

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

194 Montague Street

Before Photo:





After Photo:





Heritage Recognition Awards Program
Criteria – Ranking System

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

160 Montague Street

Before Photo:





After Photo:





Heritage Recognition Awards Program
Criteria – Ranking System

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

205 Pelham Street

Before Photo:



After Photo:

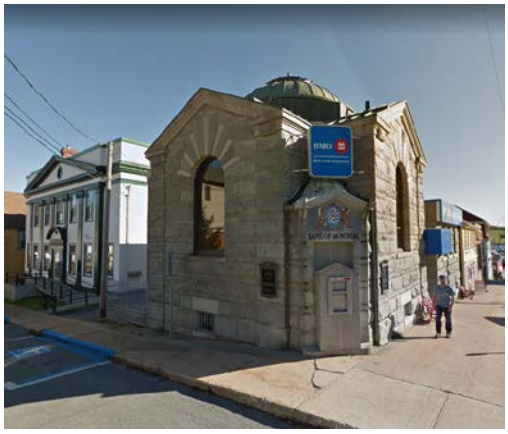


Heritage Recognition Awards Program
Criteria – Ranking System

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

12 King Street

Before Photos:





After/During Photos:











Heritage Recognition Awards Program
Criteria – Ranking System

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

SCHEDULE "C"

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

M E M O R A N D U M

TO: **HERITAGE ADVISORY COMMITTEE**

FROM: **ARTHUR MACDONALD, HERITAGE MANAGER**

DATE: **APRIL 14, 2020**

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

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1. FACTS

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

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

2. ISSUES AND OPTIONS ANALYSIS

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

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

There are basically two options to consider:

1) To recommend that Council refuse the request to amend the Heritage Permit issued on October 23rd, 2019.

2) To recommend that Council approves the issuance of an amended Heritage Permit for the revised design of the heat pump screen as submitted.

3. FINANCIAL IMPACT

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

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

4. STRATEGIC PLAN RELEVANCE

#4, FOSTER AN ENVIRONMENT FOR BUSINESS SUCCESS
C. To foster and maintain positive relationships with the business community we will:

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

5. RECOMMENDATION AND DRAFT MOTION

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

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

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

Acknowledged only by:

Bea Renton
Town Manager/Clerk

ATTACHMENT "A"

PROJECT NUMBER: 19095

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

Date: Sep 5, 2019

Civic Address: 118 Lincoln St.

PID: _____ **ZONE:** _____ ❒ **HCD** ❒ **ARCH CONTRL** ❒ **MuDesHER**

Applicant Information:

Name: Jack Cahn

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

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

Email: jack@deepcryogenics.com

Property Owner Information: ❒ Same as applicant/owner

Name: Scott Sherman

Mailing Address: Eleven Eleven Group of Companies Boston, MA

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

Email: srsherman@elevenelevencos.com

Proposed Use and Construction:

Current use:

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

Proposed use:

- ■ No change
- ❒ Change to _____

Proposed scope of project:

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

PROJECT NUMBER: 19095

Contractor Information: ❒ Same as applicant; or

Name: SeaCoast HVAC Telephone: 902-543-7994

Email: doug@thenoddinggroup.ca Cell: _____

Documentation attached:

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

Permits/Fees:

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

Applicant Declaration:

I solemnly declare:

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

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

OFFICE USE ONLY

Permits required for this project:

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



Location



Proposed Screen

ATTACHMENT B

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

1.0 Scope

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

2.0 Background

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

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

3.0 Process

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

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

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

4.0 Substantial and Non-Substantial Alterations

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

The following shall be considered substantial alterations:

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

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

The following shall be considered non-substantial alterations:

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

ATTACHMENT C

112-118 Lincoln Street

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

Formally Recognized: 1993/02/25



South façade



Front façade



West end of building

OTHER NAME(S)

The Wamboldt Building

112-118 Lincoln Street

LINKS AND DOCUMENTS

Overview of Lunenburg, including architectural tour and town history provided by the Town of Lunenburg.

CONSTRUCTION DATE(S)

1907/01/01 to 1907/12/31

LISTED ON THE CANADIAN REGISTER: 2004/10/14

STATEMENT OF SIGNIFICANCE

DESCRIPTION OF HISTORIC PLACE

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

HERITAGE VALUE

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

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

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

CHARACTER-DEFINING ELEMENTS

Character-defining elements of 112-118 Lincoln Street relate to its role as a commercial building and as an anchor of the Lincoln Street commercial streetscape, and include:
- the location of the building on a steep and narrow lot at the junction of Lincoln and Pelham Streets, with a large two-storey bay facing the intersection;
- original windows designed for commercial use, including large shopfront windows with heavy moulded trim on the first floor on Lincoln Street, symmetrically placed second and third storey windows, large windows in the bay ends, and multi-paned transom windows on the Lincoln Street shop windows and doors;
- original doors designed for commercial use, including central double-hung doors on the Lincoln Street façade

and a large service bay door with multi-paned windows;- access from both Lincoln Street and Pelham Street, which are Lunenburg's busiest commercial streets;
- clapboard cladding, with cornerboards and endboards that follow the slope of the western end of the building, accentuating the large western end bay; - interior details, especially the pressed tin ceiling installed by the original owner.

RECOGNITION

JURISDICTION

Nova Scotia

RECOGNITION AUTHORITY

Local Governments (NS)

RECOGNITION STATUTE

Heritage Property Act

RECOGNITION TYPE

Municipally Registered Property

RECOGNITION DATE

1993/02/25

HISTORICAL INFORMATION

SIGNIFICANT DATE(S)

n/a

THEME - CATEGORY AND TYPE

Developing Economies

Trade and Commerce

FUNCTION - CATEGORY AND TYPE

CURRENT

HISTORIC

Commerce / Commercial Services

Shop or Wholesale Establishment

ARCHITECT / DESIGNER

n/a

BUILDER

n/a

ADDITIONAL INFORMATION

LOCATION OF SUPPORTING DOCUMENTATION

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

CROSS-REFERENCE TO COLLECTION FED/PROV/TERR IDENTIFIER

37MNS0028

STATUS

Published

ATTACHMENT "D"

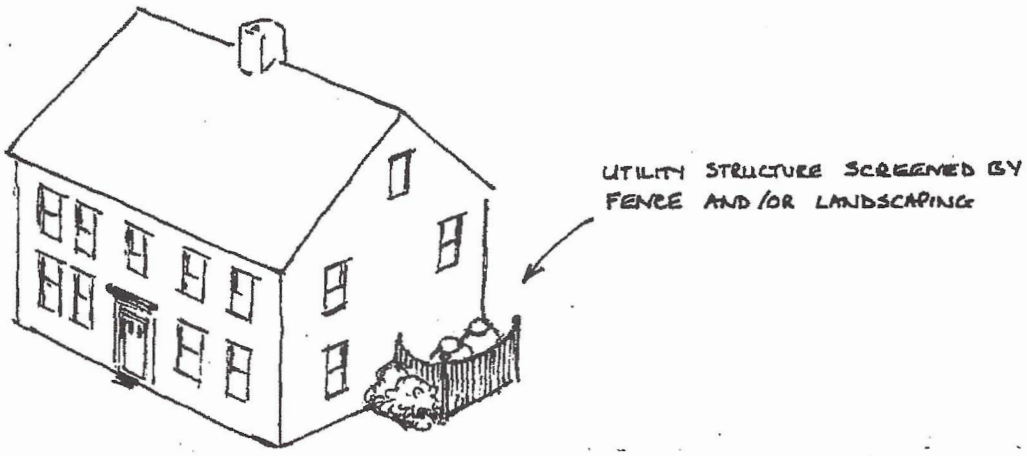
10.0 UTILITY STRUCTURES

10.1 Screening required

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

.1 Utility structures shall not be located on the front facade of buildings or in the front yard.

.2 Where utility structures are visible from an adjacent public street, they shall be screened by a board fence, lattice fence and/or planted landscape material.



These conditions do not apply in the waterfront industrial area.

10.2 Satellite dishes

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

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

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

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

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

ATTACHMENT "E"

SCHEDULE "A"

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

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

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

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

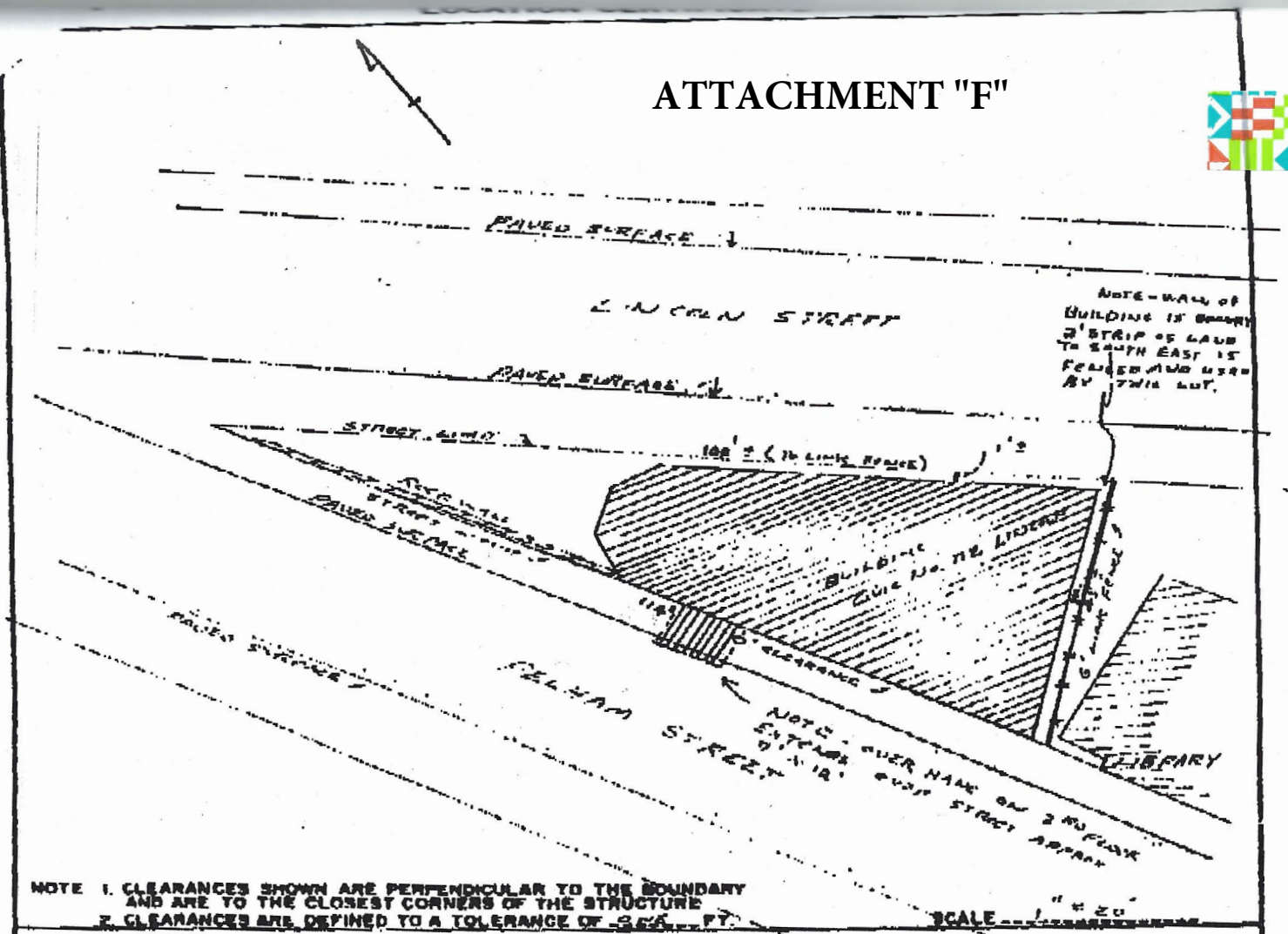
THENCE from said last named point of junction along Lincoln Street Eastwardly One Hundred and Six feet to the said Eastern corner wall of said Wamboldt building distant from said Eastern corner of said Kaulback and Lincoln Streets Sixty-eight feet;

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

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

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

ATTACHMENT "F"



NOTE 1. CLEARANCES SHOWN ARE PERPENDICULAR TO THE BOUNDARY AND ARE TO THE CLOSEST CORNERS OF THE STRUCTURE
2. CLEARANCES ARE DEFINED TO A TOLERANCE OF 0.5 FT. SCALE 1" = 20'

TO: IMASCO MORTGAGE CORPORATION

RE: LOCATION OF BUILDING LOCATED ON PROPERTY OF MERRILL & JUDITH SIMONS, CIVIC # 112 LINCOLN STREET, BRIDGEWATER, LUNENBURG CO., N.S.

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

(1) THE BUILDING (see note above) SHOWN HEREON IS LOCATED ENTIRELY WITHIN THE BOUNDARIES OF THE SUBJECT LANDS AS SAID BOUNDARIES ARE DEFINED BY DELHAM STREET ON SOUTH WEST, LINCOLN STREET ON NORTH EAST, LINE FENCE ON SOUTH EAST.

(2) CULTURAL FEATURES SHOWN HEREON ARE LOCATED TO PLOTTING ACCURACY UNLESS SPECIFICALLY DIMENSIONED.

(3) ALL EASEMENTS, DOCUMENTED IN THE DEED RECORDED IN BOOK 781 PAGE 351 IN THE COUNTY OF LUNENBURG, ARE REFLECTED HEREON.

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

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

THE ASSOCIATION OF NOVA SCOTIA LAND SURVEYORS
FOUNDED 1851
LESTER W. BERRIGAN
N.S.L.S.
No. 409
MEMBER

Lester W. Berrigan
NOVA SCOTIA LAND SURVEYOR NO. 409

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

Office
Oakhill Rd.
543-5695

DATE Aug. 26, 1992

TOWN of LUNENBURG
A World Heritage Site

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

www.explorelunenburg.ca

TOWN OFFICE
902-634-4410

ELECTRIC UTILITY
902-634-4410

FIRE DEPARTMENT
902-634-8343

PUBLIC WORKS
902-634-8992

RECREATION
902-634-4006

FACSIMILIE
902-634-4416

October 23, 2019

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

Dear Mr. Cahn:

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

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

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

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

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

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

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

Thank you for your cooperation and assistance.

With best regards,

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

Enclosed (1) – Certificate of Appropriateness

TOWN OF LUNENBURG:
CERTIFICATE OF APPROPRIATENESS
(For buildings in the Lunenburg Old Town Heritage Conservation District)

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

Description of Authorized Work:

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

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

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

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

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

Encl. Application Submission.

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

TOWN OF LUNENBURG:
HERITAGE PERMIT

Permit #: 19095

Date: October 23, 2019

Civic Address: 112-118 Lincoln Street

PID#: 60061280

AAN#: 05050537

Applicant: Jack Cahn

Owner: Scott Richard Sherman - Eleven Eleven Properties

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

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

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

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

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

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

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

PROJECT NUMBER: 19095

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

Date: Sep 5, 2019

Civic Address: 118 Lincoln St.

PID: _____ **ZONE:** _____ ❒ **HCD** ❒ **ARCH CONTRL** ❒ **MuDesHER**

Applicant Information:

Name: Jack Cahn

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

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

Email: jack@deepcryogenics.com

Property Owner Information: ❒ Same as applicant/owner

Name: Scott Sherman

Mailing Address: Eleven Eleven Group of Companies Boston, MA

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

Email: srsherman@elevenelevencos.com

Proposed Use and Construction:

Current use:

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

Proposed use:

- ■ No change
- ❒ Change to _____

Proposed scope of project:

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

PROJECT NUMBER: 19095

Contractor Information: ❒ Same as applicant; or

Name: SeaCoast HVAC Telephone: 902-543-7994

Email: doug@thenoddinggroup.ca Cell: _____

Documentation attached:

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

Permits/Fees:

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

Applicant Declaration:

I solemnly declare:

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

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

OFFICE USE ONLY

Permits required for this project:

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



Location



Proposed Screen

ATTACHMENT H
Proposed Screen for Heat Pump

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



Heat pump screen that has been erected and requesting approval:









ATTACHMENT "I" **PROJECT NUMBER: 19095A**

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

Date: 4/15/2020

Civic Address: 118 Lincoln St. Lunenburg

PID: _____ **ZONE:** _____ ❒ **HCD** ❒ **ARCH CONTRL** ❒ **MuDesHER**

Applicant Information:

Name: Jack Cahn President, DCI

Mailing Address: 118 Lincoln St. Lunenburg

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

Email: jack@deepcryogenics.com

Property Owner Information: ❒ Same as applicant/owner

Name: Scott Sherman

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

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

Email: srsherman@elevenelevencos.com

Proposed Use and Construction:

Current use:

❒ Single-unit dwelling Describe:

_____

❒ Multiple occupancy Describe:

_____

❒ Commercial Describe:

❒ Use approved

❒ Institutional Describe:

_____

❒ Other Describe:

_____

Proposed use:

❒ No change

❒ Change to

_____

Proposed scope of project:

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

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

2. _____

Contractor Information: ❒ Same as applicant; or

Name: Len's Plumbing and Heating Telephone: _____

Email: _____ Cell: _____

Documentation attached:

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

Permits/Fees:

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

Applicant Declaration:

I solemnly declare:

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

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

PROJECT NUMBER: __19095A_____

OFFICE USE ONLY

Permits required for this project:

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

DRAFT OPERATING BUDGET
COVID19 PANDEMIC
REVIEW OF 2020/21 FISCAL YEAR



DRAFT OPERATING BUDGET
REVIEW OF 2020/21 FISCAL YEAR

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

DRAFT OPERATING BUDGET
REVIEW OF 2020/21 FISCAL YEAR

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

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

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

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

DRAFT OPERATING BUDGET
REVIEW OF 2020/21 FISCAL YEAR

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

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

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

2020/21 DRAFT TOWN EXPENDITURES VERSION 2

Total Projected Expenditures Version 1	$7,476,700
Total Projected Expenditures Version 2	7,103,300
Decrease	(373,400)

2020/21 DRAFT TOWN EXPENDITURES VERSION 2

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

2020/21 DRAFT TOWN EXPENDITURES VERSION 2

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

2020/21 DRAFT TOWN EXPENDITURES VERSION 2

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

2020/21 DRAFT TOWN EXPENDITURES VERSION 2

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

2020/21 DRAFT TOWN EXPENDITURES VERSION 2

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

2020/21 DRAFT TOWN EXPENDITURES VERSION 2

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

2020/21 DRAFT TOWN EXPENDITURES VERSION 2

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

2020/21 DRAFT TOWN EXPENDITURES VERSION 2

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

2020/21 DRAFT TOWN EXPENDITURES VERSION 2

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

2020/21 DRAFT TOWN GENERAL REVENUE VERSION 2

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

2020/21 DRAFT TOWN GENERAL REVENUE VERSION 2

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

2020/21 DRAFT TOWN GENERAL REVENUE VERSION 2

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

2020/21 DRAFT PROPOSED TAX RATES

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

2020/21 DRAFT TOWN OPERATING REVENUES

Draft 2020/21 Sewage Collection and Disposal Expenditures and Revenue	
Draft Sewage Collection and Disposal Expenditures	$973,500
Debt Repayment	81,300
Transfer to Reserve	50,000
Total	$1,104,800
Rate options included in packet page #32	

2020/21 DRAFT CAPITAL BUDGET & FUNDING

Total Town Capital Budget	**$1,938,400**
Detailed summary in packet page #100	

TOWN OF LUNENBURG
2020/21 DRAFT OPERATING AND CAPITAL BUDGETS

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2020/21 BUDGET SUMMARY AND TAX RATES

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

Tax Contribution Comparison

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

2020/21 Budget Summary

Operating

Town General Operations	$ 7,103,300
Water Utility Operations	1,646,500
Electric Utility Operations	6,840,500
	15,590,300

Capital

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

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

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

Tax Levy

Expenditures	$ 7,103,300
Less: Revenue Other than Tax Revenue	2,121,100
Tax Levy	4,982,200

Calculation of Tax Rates

Total Net Taxable Assessment	292,936,400
General Tax Rate	**1.70**
TAX RATE CALCULATION	
Tax Levy	$ 4,982,200
Residential Assessment	238,777,000
Residential Tax Rate	**$ 1.346**
Residential Tax Levy	3,214,000
Commercial Tax Levy	1,768,200
Commercial Assessment	50,571,900
Seasonal Tourist Assessment	3,587,500
Commercial Tax Rate	**$ 3.318**
Seasonal Tourist Business Tax Rate	**$ 2.489**

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Historical Tax Rates

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

Properties Subject to Special Tax Agreements or Legislation

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

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

Properties Whose Grant in Lieu of Taxes Varies With Tax Rate

Provincially Assessed Properties

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

Federally Assessed Properties (nil)

Comparative Property Assessments & Tax Rates

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

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

Tax Revenue

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

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

Seasonal Tourist Businesses

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

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

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			TOWN GENERAL - OPERATING REVENUE					
		Note #		2020/21	2020/21	2019/20	2019/20	
	ACCOUNT #		DESCRIPTION	BUDGET V2	BUDGET V1	BUDGET	PROJECTION	Notes to Budget V2 - COVID crisis
			TAXES					
	01-1-11-0000		***ASSESSABLE PROPERTY***					
(11,900)	01-1-11-1100	*1*	RESIDENTIAL TAXABLE ASSESSMENT	**$ 3,206,900**	**$ 3,218,800**	$ 3,118,100	$ 3,123,200	
-			***COMMERCIAL***					
(16,500)	01-1-11-2100	*1*	COMM TAXABLE ASSESSMENT	**1,443,400**	**1,459,900**	1,332,700	1,343,100	
(1,100)	01-1-11-2200	*1*	SEASONAL TOURIST BUSINESS	**89,300**	**90,400**	76,200	76,100	
-			***RESOURCE***					
(100)	01-1-11-5100	*1*	RESOURCE TAXABLE ASSESSMENT	**6,700**	**6,800**	7,300	6,900	
-				**4,746,300**	**4,775,900**	4,534,300	4,549,300	
-			***SPECIAL ASSESSMENTS***					
-	01-1-12-1000		***FRONTAGE RATES***					
-	01-1-12-9100	*2*	SEWER ANNUAL CHARGES	**1,104,800**	**1,104,800**	920,000	930,000	
-			***OTHER TAXES***					
(50,000)	01-1-19-1100		DEED TRANSFER TAX	**100,000**	**150,000**	150,000	175,000	Reduced based on history during other previous recessions, does not impact current year as it for reserve transfer for 21/22 + capital
				1,204,800	**1,254,800**	1,070,000	1,105,000	
-			***BUSINESS PROPERTY***					
-	01-1-14-2100	*3*	BASED ON REVENUE - BELL ALIANT	**18,000**	**18,000**	19,000	18,000	
-	01-1-62-8800	*3.1*	HST OFFSET GRANT	**19,000**	**19,000**	19,000	27,800	
-				**37,000**	**37,000**	38,000	45,800	
			DEPARTMENT TOTAL	**$ 5,988,100**	**$ 6,067,700**	$ 5,642,300	$ 5,700,100	
-								
-			***GRANTS IN LIEU OF TAXES***					
-	01-1-23-0000		***PROVINCIAL GOVERNMENT***					
-	01-1-23-1200	*5*	DEPT. OF TRANSPORTATION	**$ 700**	**$ 700**	$ 700	700	
(2,900)	01-1-23-1300	*5*	HER MAJESTY THE QUEEN	**235,200**	**238,100**	231,600	231,600	
-	01-1-23-3100	*5*	FIRE PROTECTION - MUSEUM/SCHOOL	**5,000**	**5,000**	5,000	5,000	
-								
-			**DEPARTMENT TOTAL**	**$ 240,900**	**$ 243,800**	$ 237,300	$ 237,300	
-								
-			***SALES OF SERVICES***					
-	01-1-41-0000		***GENERAL GOV'T SERVICES***					
(2,200)	01-1-41-0200	*6*	TAX CERTIFICATE FEES	**$ 2,300**	**$ 4,500**	$ 4,500	$ 4,500	Assuming a 50% reduction on property transactions
-	01-1-41-0210	*6*	MORTGAGE COMPANY SERVICE CHARGE	**4,000**	**4,000**	4,000	4,000	
				6,300	**8,500**	8,500	8,500	
-			***ENVIRONMENTAL HEALTH SERVICES***					
-	01-1-44-0115	*7*	REGION 6 DIVERSION/MAP	**14,000**	**14,000**	14,000	14,000	
-	01-1-44-0110		SALE OF COMPOSTAINERS	**100**	**100**	100	-	
-				**14,100**	**14,100**	14,100	14,000	
-			***ENVIRONMENTAL DEVELOP. SERVICES***					
(700)	01-1-46-0100	*6*	ZONING PERMITS & CERTIFICATES	**700**	**1,400**	1,300	1,400	Assuming a 50% reduction due to economic down turn
-			***RECREATION & CULTURAL SERVICES***					
-	01-1-47-0100		LIBRARY PHOTOCOPY REVENUE	**450**	**450**	450	500	
-	01-1-47-0200		POSTER/ CD SALES	**50**	**50**	50	-	
-				**500**	**500**	500	500	
-			***PROTECTIVE SERVICES***					
-	01-1-42-0200	*6*	FIRE SERVICES (RENTAL REVENUE)	**100**	**100**	100	-	
-	01-1-42-0250		FIRE SERVICES (INSURANCE RECOVERY)	**-**	**-**	-	-	
-				**100**	**100**	100	-	
-			***TRANSPORTATION SERVICES***					
-	01-1-43-0100	*6*	PW - LABOUR/EQUIPMENT (CHARGE-OUT)	**25,000**	**25,000**	25,000	25,000	
(135,000)	01-1-43-0200	*6*	PARKING METER REVENUE	**50,000**	**185,000**	179,000	138,000	Due to economic and/or travel restrictions, greatly reduced activity
				75,000	**210,000**	204,000	163,000	
				$ 96,700	**$ 234,600**	$ 228,500	$ 187,400	

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	TOWN GENERAL - OPERATING REVENUE							
	ACCOUNT #	Note #	DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTION	Notes to Budget V2 - COVID crisis
-	**LUNENBURG WAR MEMORIAL COMMUNITY CENTRE & ARENA**							
-			**ADMISSIONS**					
-			***ARENA***					
-	01-1-47-1030	*8*	PUBLIC SKATING	**$ 6,000**	**$ 6,000**	$ 6,000	$ 6,000	
-			***COMMUNITY CENTRE***					
-	01-1-47-1110	*9*	PROGRAM FEES					
(3,000)			Drop-in Sport Programs	**3,000**	**6,000**	6,000	6,000	Assuming a possibility that either closed until Oct.1 or little activity when first opened back up
(1,700)			Weight Room Fees	**1,600**	**3,300**	3,300	3,000	Assuming a possibility that either closed until Oct.1 or little activity when first opened back up
(4,900)			Fitness Classes	**4,900**	**9,800**	9,800	9,800	Assuming a possibility that either closed until Oct.1 or little activity when first opened back up
-								
				15,500	**25,100**	25,100	24,800	
-			**RENTALS**					
-			***ARENA***					
(500)	01-1-47-2020	*10*	SKATE SHARPENING	**500**	**1,000**	1,000	$ 500	Adjusted based on 19-20 & 18-19 actuals
-	01-1-47-2030	*11*	CANTEEN CONCESSION	**-**	**-**	-		
(5,100)	01-1-47-2040	*12*	MINOR HOCKEY	**73,000**	**78,100**	74,500	63,300	Adjusted based on 19-20 actuals
(14,100)	01-1-47-2050	*13*	HOCKEY, OTHER & PRACTICES	**45,000**	**59,100**	55,500	35,800	Adjusted based on 19-20 actuals
-	01-1-47-2060	*14*	FIGURE SKATING	**-**	**-**	-	-	
3,200	01-1-47-2070	*15*	SCHOOL SKATING	**6,000**	**2,800**	2,800	6,200	Adjusted based on 19-20 actuals
(500)	01-1-47-2080	*16*	OTHER SKATING	**1,500**	**2,000**	2,000	1,200	Adjusted based on 19-20 actuals
(5,000)	01-1-47-2090	*17*	SUMMER RENTALS	**-**	**5,000**	5,000	4,300	Assuming a possibility that either closed until Oct.1 or little activity when first opened back up
(5,000)	01-1-47-2091	*17b*	FARMER'S MARKET (SPRING/SUMMER)	**-**	**5,000**	5,000	4,800	Assuming a possibility that either closed until Oct.1 or little activity when first opened back up
(2,000)	01-1-47-2095	*18*	SIGN RENTALS	**4,000**	**6,000**	6,000	6,200	Reduce based on economic downturn
-	01-1-47-3050		BEVERAGE MACHINE SALES			-		
-	01-1-47-3060	*19*	VENDING MACHINE-GUMBALL	**200**	**200**	200	200	
-			***COMMUNITY CENTRE***					
(15,000)	01-1-47-3020	*20*	AUDITORIUM RENTALS	**10,000**	**25,000**	30,000	24,800	Assuming a possibility that either closed until Oct.1 or little activity when first opened back up
-	01-1-47-3021	*20b*	FARMER'S MARKET (FALL/WINTER)	**7,500**	**7,500**	7,500	8,400	
(3,500)	01-1-47-3030	*21*	MEETING ROOM/FITNESS STUDIO RENTALS	**3,500**	**7,000**	7,000	5,100	Assuming a possibility that either closed until Oct.1 or little activity when first opened back up
(2,000)	01-1-47-3040	*22*	GROUNDS RENTAL	**-**	**2,000**	2,000	1,000	Assuming a possibility that either closed until Oct.1 or little activity when first opened back up
				151,200	**200,700**	198,500	161,800	
-			**RENTAL - DISTRICT SCHOOL BOARD**					
-	01-1-47-4010	*24*	SCHOOL BD. RENTAL OF AUDITORIUM/GROUNDS	**32,600**	**32,600**	32,400	32,400	
-								
-			***GRANTS - MUNICIPALITIES***					
-	01-1-47-5050	*26*	OPERATING GRANT - MODL	**30,000**	**30,000**	40,000	30,000	
-	01-1-47-5051		CAPITAL GRANT - MODL (Community Centre Roof)	**10,000**	**10,000**	10,000	10,000	
-				**40,000**	**40,000**	50,000	40,000	
-								
-			***GRANTS - FEDERAL***					
-	01-1-47-6010	*27*	EMPLOYMENT PROGRAM GRANT	**-**	**-**	-	-	
-								
-								
-			***GRANTS - NS SPORT COMM.***					
-	01-1-47-7010	*28*	PROGRAM GRANTS (After the Bell)	**-**	**-**	8,500	8,500	
-								
			GRANTS - OTHER					
-			JUMP START	**-**	**-**	-	-	
-			**MISCELLANEOUS REVENUE**					
-	01-1-47-8010		INTEREST			-	-	
-	01-1-47-8015		MISCELLANEOUS	**400**	**400**	400	400	
-			DONATIONS	**-**	**-**	-		
-				**400**	**400**	400	400	
	TOTAL REVENUE - LWMCC & ARENA			**$ 239,700**	**$ 298,800**	$ 314,900	$ 267,900	
-								
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	TOWN GENERAL - OPERATING REVENUE							
	ACCOUNT #	Note #	DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTION	Notes to Budget V2 - COVID crisis
-			***OTHER REVENUE/OWN SOURCES***					
-	01-1-51-0000		***LICENSES AND PERMITS***					
-	01-1-51-4100		TAXI LICENSES	**$ 100**	**$ 100**	$ 200	$ 200	
-	01-1-51-6100	*31*	DOG LICENSES	**1,200**	**1,200**	1,200	1,200	
(5,000)	01-1-51-7100	*31*	BUILDING PERMITS	**5,000**	**10,000**	12,000	9,200	Assuming a 50% reduction due to economic down turn
(2,500)	01-1-51-9100		OTHER LICENSES & PERMITS	**1,300**	**3,800**	3,000	3,500	Removed any related to tourism
				7,600	**15,100**	16,400	14,100	
-			***FINES***					
(4,000)	01-1-52-0100	*6*	FINES-PARKING METER	**2,500**	**6,500**	6,500	6,900	Reduced, based on parking revenue reductions
(3,500)	01-1-52-0200	*31*	FINES-COURT FINES	**3,500**	**7,000**	7,000	7,000	Assumed 50% reduction
				6,000	**13,500**	13,500	13,900	
-			***RENTALS***					
(10,400)	01-1-53-0100	*31*	RENTALS AND LEASES	**61,000**	**71,400**	71,400	71,400	Adjusted based on anticipated revenues for the year
(20,400)	01-1-53-0110	*31*	RENTALS AND LEASES - Lun Academy	**186,600**	**207,000**	163,500	192,000	Adjusted based on anticipated revenues for the year
				247,600	**278,400**	234,900	263,400	
-			***RETURN ON INVESTMENTS***					
(3,000)	01-1-55-9100	*31*	BANK INTEREST	**12,000**	**15,000**	12,000	25,000	Lower rates and cash flows
-			***PENALTIES & INTEREST ON TAXES***					
(37,500)	01-1-56-2100	*31*	INTEREST ON TAXES	**37,500**	**75,000**	75,000	80,000	Interest relief period to June 30 & reduction of rate
-			***MISCELLANEOUS***					
(500)	01-1-59-0050		PIN & FLAG SALES/ETC.	**500**	**1,000**	1,000	1,000	50% re economic downturn
(1,800)	01-1-59-0100	*31*	DONATIONS	**-**	**1,800**	1,800	2,500	This was for the German Band concert which has been cancelled
				500	**2,800**	2,800	3,500	
				$ 311,200	**$ 399,800**	$ 354,600	$ 399,900	
-	01-1-60-0000		***UNCONDITIONAL TRANSFERS/OTHER GOV'TS***					
-	01-1-61-0000		***FEDERAL GOVERNMENT***					
-								
-	01-1-62-0000		***PROVINCIAL GOVERNMENT***					
-								
-			***DEPARTMENT OF MUNICIPAL AFFAIRS***					
-	01-1-62-8100	*32*	EQUALIZATION GRANT	**50,000**	**50,000**	50,000	50,000	
-	01-1-62-8600		FARM PROPERTY ACREAGE	**100**	**100**	100	100	
-				**$ 50,100**	**$ 50,100**	$ 50,100	$ 50,100	
-								
-			***CONDITIONAL TRANSFERS/FED. OR PROV. GOV'TS***					
-								
-			**FEDERAL GOVERNMENT**					
200	01-1-71-7500		CANADA DAY GRANT	**700**	**500**	500	-	Possibility that restrictions may still be in place at the time of this event, net cost after grant $300
				700	**500**	500	-	
-			***PROVINCIAL GOVERNMENT***					
-	01-1-75-5700		PROV NS - COMMUNITY ARTS AWARD	**-**	**-**	-	-	
-	01-1-72-1010		PROV NS (LA GOVERNANCE STUDY)	**-**	**-**	-	-	
-			***PROTECTIVE SERVICES***					
-	01-1-75-2500		CIVIC ADDRESSING PROV GRANT	**1,000**	**1,000**	1,000	1,000	
-				**1,000**	**1,000**	1,000	1,000	
				$ 1,700	**$ 1,500**	$ 1,500	$ 1,000	
-								
-			***CONDITIONAL TRANSFERS/OTHER LOCAL GOV'T***					
-	01-1-89-9450		DISTRICT SCHOOL BOARD - ELECTION	**-**	**-**	-	-	
-	01-1-89-9500		LUNENBURG ACADEMY FOUNDATION	**-**	**-**	-	-	
(5,500)	01-1-89-9900	*33*	DISTRICTS 1 & 2 FIRE COMMISSION	**174,900**	**180,400**	176,000	159,100	Adjusted due to expenditure reductions in fire service budget
				$ 174,900	**$ 180,400**	$ 176,000	$ 159,100	
			TOTAL REVENUE	**$ 7,103,300**	**$ 7,476,700**	$ 7,005,200	$ 7,002,800	
			NON PROPERY TAX REVENUE	**$ 2,121,100**	**$ 2,462,000**	$ 2,238,600	$ 2,221,200	
			NON PROPERTY TAX REVENUE	**-13.85%**				
			NON PROPERTY TAX REVENUE	**$ (340,900)**				

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NOTES TO TOWN REVENUE ESTIMATES

1. 2020-21 Tax Revenues

   2020-21 Tax Rates:

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

   Historical Tax Rate Information

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

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

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

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

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

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

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

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

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

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

   The grant in lieu of taxes for various Provincial properties is based on assessment and tax rates. The following properties are eligible for a Grant in Lieu of taxes:
   - Provincial Building on Green/Dufferin Street
   - Land on Green Street
   - Land on Mahone Bay Road
   - Land on Linden Avenue

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

6. Sale of Services

   #01-1-41-0200 Tax Certificate Fees

   Administration fee for preparation of tax certificates.

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

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

   #01-1-42-0200 Fire Services

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

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

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

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

   Parking Meter Revenue. There are currently approximately 240 meters.

   Parking Meter Revenue and Expenses (Budget 2020/21)

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

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

   Zoning agreements, certificates and permits.

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

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

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LUNENBURG WAR MEMORIAL COMMUNITY CENTRE & ARENA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    Estimate for skating rentals by local schools.

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

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

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

    Rent received from various festivals and events.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Town Grant

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

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

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

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

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

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

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

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

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

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31. Revenue from Own Sources

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

#01-1-51-6100 Dog Licenses

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

#01-1-51-7100 Building Permits

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

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

Court fines reflect projected actuals.

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

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

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

#01-1-55-9100 Bank Interest

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

#01-1-56-2100 Interest on Taxes

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

#01-1-59-0100 Donations

Miscellaneous donations to the Town.

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

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

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

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

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LUNENBURG WAR MEMORIAL COMMUNITY CENTRE & ARENA FEE SCHEDULE

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

N.B.- NS 2019 CPI = 1.6%.
*Plus Socan Fees if applicable including HST = $73.01

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

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

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NOTES TO GENERAL GOVERNMENT SERVICES BUDGET

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

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

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

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

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

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

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

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

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

The following events have been identified for 2020/21:

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

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

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

Includes contract costs for the Town Hall.

6. #01-2-12-1430 Electricity

Budget estimate is based on current rates and actual consumption.

7. #01-2-12-1440 Water

Water estimate based on actual consumption and current approved rates.

8. #01-2-12-1445 Sewer

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

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

Estimate based on 2019/20 actual.

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

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

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

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

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

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

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

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

14. #01-2-12-1500 Solicitors

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

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

Income Levels approved by Council April 14, 2020

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

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

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

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

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

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

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

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

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

19. #01-2-12-9010 Advertising

Estimate based on projected need.

20. #01-2-12-9030 Postage

Estimate based on 2019/20.

21. #01-2-12-9040 Telephone

Estimated based on 2019/20 actual.

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

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

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

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

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

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

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

Based on current rates.

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

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

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

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

The budgeted details are as follows:

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

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

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

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

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

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

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

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

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

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NOTES TO OTHER PROTECTIVE SERVICES BUDGET

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

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

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

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

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

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

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

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

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

5. #01-2-22-9120 Supplies

   Estimate includes the purchase of parking tickets.

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

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

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

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

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

8. Revenue Sources

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

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

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FIRE PROTECTION EXPENDITURE BUDGET

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

*Non-shareable expense

BUDGET REVENUE	2020/21	2020/21 v1	2019/20	2019/20
Dist 1&2 Cost Sharing				
Dept Total	$ 683,400	$ 694,300	$ 670,900	$ 641,800
Less: Honorariums & Meeting Pay	(4,600)	(5,000)	(5,000)	(4,800)
Legal	(800)	(1,000)	(400)	(2,100)
Fire Protection Rates	(340,800)	(340,800)	(325,400)	(325,400)
Interest	(8,800)	(8,800)	(10,100)	(10,700)
	328,400	338,700	330,000	298,800
Dist Share @ 50%	164,200	169,350	165,000	149,400
Add: 6.5% Administration	10,673	11,008	10,725	9,711
	$ 174,870	$ 180,360	$ 175,730	$ 159,110

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NOTES TO FIRE PROTECTION BUDGET

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

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

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

   Planned advertising includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   This account includes copy paper and office supplies.

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

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

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

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

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

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

   Substitutes are to be paid at the following rates:

   $13.00/hour (was minimum wage, $12.55/hour as of April 1, 2020)
   - Delivery and pick-up of vehicles
   - Attendant role at the Fire Department for deliveries, maintenance and other services
   - Cleaning

   $18.00/hour (was $15/hour)
   - Repair and maintenance of trucks and equipment

   $20.00/hour (no change)
   - Repair and maintenance of trucks by Licensed Automotive Service Technician

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

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

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

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

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

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

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

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

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13. #01-2-24-6020 Training

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

    Course may include the following:

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

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

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

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

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

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

16. #01-2-24-7020 Telephone

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

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

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

18. #01-2-24-7030 Fuel

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

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

    Budget based on 2020/21 estimated rates.

20. #01-2-24-7050 Electricity

    Based on current consumption rates and prior year usage.

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21. #01-2-24-7060 Water

    Estimate based on current water consumption and approved rates.

22. #01-2-24-7065 Sewer

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

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

    Covers the cost for cleaning products and supplies.

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

Building system tests and inspections	$2,000
Building system repair and maintenance	3,000
Miscellaneous repairs and maintenance *	5,000
	$10,000

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

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

    Interest estimates on capital loans are as follows:

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

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

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

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

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

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

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

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

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

    Budget based on estimated 2020/21 rates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Annual banquet meal for Firefighters.

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

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

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

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

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

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NOTES TO TRANSPORTATION SERVICES BUDGET

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

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

1.1 #01-2-31-1010 Town Engineer

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

1.2 #01-2-31-1011 Facility Superintendent

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

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

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

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

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

4. #01-2-31-1040 Advertising

Includes advertising costs re: obtaining quotes/tenders.

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

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

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

Insurance costs are budgeted at 2019/20 estimated rates.

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

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

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

Public Works Seminars	$ 600
Safety Training	4,400
	$5,000

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

These costs reflect the following rates for 2020:

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

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

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10. #01-2-31-3040 – 3048 Repairs to Trucks and Sidewalk Plow

    To cover cost of vehicle repairs for the trackless sidewalk plow, 2019 International, 2002 GMC truck, 2009 International, 2002 Ford ½ ton replacement, 2011 Ford ¾ ton trucks. These accounts include in-house labour allocations.

11. #01-2-31-3050 Hough/Payloader

    Estimate for required maintenance.

12. #01-2-31-3060 Repairs to Backhoe

    Backhoe purchased in 2017. Estimate for required maintenance.

13. #01-2-31-3061 Repairs to Asphalt Roller

    Asphalt Roller purchased in 2019. Estimate for required maintenance.

14. #01-2-31-3070 Insurance on Equipment

    Insurance costs are budgeted at 2019/20 estimated rates.

15. #01-2-31-3080 Tires, Chains, Etc.

    Estimate for new tires as required for 3 dump trucks, 1 half-ton truck, 1 three-quarter ton truck, backhoe, trackless and loader.

16. #01-2-31-3090 Gas, Oil, Antifreeze, etc.

    Budget estimate at 2019/20 consumption plus estimated fuel pricing.

17. #01-2-31-4100 Two-way Radio System

    Radios are now being used instead of cell phones. Budget for repairs and maintenance costs.

18. #01-2-31-4110 Tools/Equipment under $2,500

    Includes funding to purchase tools and equipment to be utilized by the department.

19. #01-2-31-5031 -#01-2-31-5037 Victoria Road Building-Repairs and Maintenance

    This building is used by the Town for a carpentry shop and storage. Costs include insurance, electricity, security line and maintenance.

    Rent is charged to the Water Utility, Electric Utility, Fire Department, Navy League and Recreation Department for use of this building.

20. #01-2-32-3110 Salary - Superintendent

    Approximately 40% of the Superintendent's salary is charged to the Water Utility and 10% of the Superintendent's salary appears under Environmental Health Services (Sewer).

21. #01-2-32-3120 Labour

    The labour for the Public Works department is divided among several budget categories depending on actual jobs assigned.

22. #01-2-32-3210 Gravel & Stone

    The gravel is used for shouldering and as a base for pavement.

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

    Included in this budget is $10,000 for tree trimming in 2020/21.

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

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

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

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

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

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

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

Estimate for equipment rentals and contracted snow removal when required.

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

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

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

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

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

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

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

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

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

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

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

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

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

Estimate for painting lines, installing signs and posts.

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

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

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

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

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

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

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

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

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

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NOTES TO ENVIRONMENTAL HEALTH SERVICES BUDGET

1. Sewer Annual Charges

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

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

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

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

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

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

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

2020/21 Sewer Costs & Funding

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

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

Sewer Rates	$1,104,800

2. #01-2-42-2010 Engineering and Superintendence

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

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

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

3. #01-2-42-2020 Labour

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

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

Council Honorariums	$2,600
Staff Meeting Pay	$100

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

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

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

This budget is for waste water collection and treatment courses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. #01-2-42-4050 Clothing

Estimate for clothing as per union contract.

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

Includes janitorial contract and cleaning supplies.

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

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

18. #01-2-42-4110 Electricity

Estimate based on annual average consumption at current consumption rates.

18.1. #01-2-42-4130 Water

Estimate based on annual average consumption at current consumption rates.

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

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

19.1. #01-2-42-4210 Chemicals

Based on annual average usage at current pricing levels.

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

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

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

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

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

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

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

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

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

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

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

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

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

Based on a portion of Council Honorariums.

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

Based on estimated costs.

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

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

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

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

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

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

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

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

See: Fiscal Services budget notes for details.

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

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

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

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

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

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

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

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

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

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

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

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NOTES TO ENVIRONMENTAL DEVELOPMENT SERVICES BUDGET

1. #01-2-51-1000 Cemetery

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

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

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

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

   Based on a portion of:

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

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

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

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

   Estimate for professional fees for staff members.

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

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

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

   No budget included for 2020/21.

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

   Estimate based on fees for legal costs.

Facility Superintendent

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

Old Fire Hall

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

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

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

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

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11. #01-2-62-9100 Fuel

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

12. #01-2-62-9200 Insurance

    Based on estimated rates.

13. #01-2-62-9300 Electricity

    Estimate based on estimated consumption and current power rates.

14. #01-2-62-9400 Water

    This budget reflects current water rates and estimated consumption.

15. #01-2-62-9500 Sewer

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

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

    Includes $2,000 for miscellaneous repairs as required.

CN Station

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

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

17. #01-2-62-9720 Fuel

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

19. #01-2-62-9730 Insurance

    Based on estimated rates.

20. #01-2-62-9740 Electricity

    Based on estimated consumption and current power rates.

21. #01-2-62-9750 Water

    Based on current rates and estimated consumption.

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

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

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

    Estimated miscellaneous repair requirements are included in the budget.

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Lunenburg Academy

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

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

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

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

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

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

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

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

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

    Estimate for legal fees is increased due to anticipated leases.

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

    Estimate for telephone line and alarm monitoring.

29. #01-2-62-9840 Advertising

    Estimate for advertising costs.

30. #01-2-62-9850 Fuel

    Based on the expected consumption and estimated fuel price.

31. #01-2-62-9855 Insurance

    Based on estimated rates.

32. #01-2-62-9860 Electricity

    Estimate based on expected occupancy and current rates.

33. #01-2-62-9865 Water

    Estimate based on estimated consumption and current rates.

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

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

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

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

    Estimate for building repairs.

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

    Estimate for cleaning supplies based on expected occupancy.

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

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

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

    Estimate for annual cleaning and repairs to furnace.

Annex Building

39. Operating Costs

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

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

Economic Development Costs & Tourism

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

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

    Includes rental of two portable toilets next to Town Hall.

41. #01-2-69-2100 Supplies

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

42. #01-2-69-2200 Travel

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

43. #01-2-69-2300 Advertising

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

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

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

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

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

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

    No amount has been budgeted in the current fiscal year.

47. #01-2-69-2600 Communications

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

Visitor Service Centre

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

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

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

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

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

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NOTES TO RECREATION AND CULTURE SERVICES BUDGET

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

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

1.11 #01-2-71-8001 Facility Superintendent

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

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

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

Parks & Playgrounds

The Town of Lunenburg maintains the following parks:

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

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

Labour – Grounds Maintenance	$24,500
Labour - Trail maintenance and Playground area (Recreation staff labour)	1,500
	$26,000

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

   Mowing contract awarded in fiscal 19/20 for a two year period ending in fiscal 2020/21, with a further two year option to renew. .

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

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

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

   Repairs to Whipper Snippers, Lawn Mowers. Estimate based on actual cost.

5. #01-2-71-8050 Supplies

   Includes:
   - wood, grass seed, rakes, top soil, signs, Christmas trees
   - installation of Boat Launch –crane rental
   - purchase of plantings, etc.
   - portable toilet at walking trail
   - 50% cost-share of portable toilet at Tennis Court
   - shrub replacement
   - gravel for Back Harbour Trail, $5,000- Supplies and labour to regravel half of the Back Harbour Trail (second half to be completed in 2021/2022), recommended by the LWMCC Recreation Committee on October 9, 2019

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

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

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7. #01-2-71-8070 Insurance

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

7.1 #01-2-71-8071 Splash Pad Operations

Included in this budget is an estimated operational cost for the splash pad including water use, power, start up and shut down costs, insurance and associated labour:

-Water (Seasonally 1,086,912 gallons/year)	$4,900
-Power (approximately $100/month-four months)	$ 400
-Weekly checks (June, July, August and September)	$ 700

There will also be insurance costs associated with this site and in future years start up and shut down costs will also be charged.

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

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

LUNENBURG WAR MEMORIAL COMMUNITY CENTRE & ARENA

9. Staff Salaries

	ARENA	AUDITORIUM	FIELDS	TOTAL
	(01-2-70-1010)	(01-2-70-1015)	(01-2-70-1017)	
Recreation Director (25%/70%/5%)	$18,177	$50,896	$3,635	$72,708
Recreation Seasonal (90%/10%)**	2,420	269		$2,689
Recreation Staff (65%/25%/10%)	100,995	38,475	15,390	$154,860
Trail Maintenance*			-1,500	-$1,500
	$121,592	$89,640	$17,525	$228,757
Town Office (01-2-70-1020)				30,800
				$259,557

*Salaries are charged out to Parks (01-2-71-8010) when Arena/Community Centre employees help with trail maintenance.
** Part-time Facilities Attendant provides facilities back up coverage.

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

Based on a portion of Council honorariums, citizen honorariums and staff meeting pay.

Council Honorariums	$400
Citizen Honorariums	$900
Staff Meeting Pay	$800

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

Employer costs as required by statute.

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

Based on current rates.

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

Based on current rates.

14. #01-2-70-2030 Clothing

Staff requires appropriate attire for working in the Arena and Community Centre including coveralls and safety boots as required.

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

Minister of Finance – Refrigeration Plant Operators	$200
RNS	70
Lunenburg/Queens Recreation Directors Association	50
Miscellaneous	80
	$400

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

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

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

Travel out of town to meetings, seminars, etc.

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

Budget for Recreation Director's professional development.

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

Office supplies as well as computer maintenance costs.

20. #01-2-70-4015 Telephone

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

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

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

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

Estimate for audit and legal fees, as required.

ARENA - FACILITY COSTS

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

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

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

Start-up/Shut down	$3,000
Fire Extinguisher Inspections	200
Sprinkler System Test & Mtce	1,500
First Aid and AED Supplies	200
Fire Alarm Maintenance & Monitoring	1,000
Small Tools	500
Refrigeration System Maintenance	3,000
Computer Maintenance	500
~~Brine Analysis~~	~~300~~
Ice Paint	1,000
Plumbing Repairs	500
Electrical Supplies	1,000
Water Heaters	7,500
Interior/Exterior Paint & Supplies	500
Ice Resurfacer Room Maintenance	500
~~Garbage Dumpster~~	~~1,600~~
~~Bathroom refresh (counters, paint)~~	~~1,000~~
~~Dressing Room 1 – Shower Installation~~	~~2,000~~
Emergency Exit Stairs-Upgrade	500
Emergency Lights	3,000
Miscellaneous was $2,300	1,600
	$26,000

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

    Estimate for regular maintenance and propane costs.

26. #01-2-70-5030 Electricity

    Estimate based on actual consumption and current rates.

27. #01-2-70-5035 Propane

    Estimate based on actual cost.

28. #01-2-70-5040 Water

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

29. #01-2-70-5045 Sewer

    Budgeted at 2019/20 approved rates at 41.20¢ per $100 assessment and 2020 assessment based at 1/2 of $1,246,900 (AAN 04646819).

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

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

COMMUNITY CENTRE - FACILITY COSTS

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

    Covers sanitary cleaning products, paper towel, etc.

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

Alarm Service	$800
Pest Control	$500
First Aid and AED Supplies	$300
Garbage Disposal/Dumpster	$1,600
New thermostats	$1,500
Paint Gym Walls	$1,000
Basement gutter and drainage repairs	$1,000
General Maintenance & Repairs of Facility * was $5,500	$4,300
Total	$11,000

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

33. #01-2-70-5520 Electricity

    Estimate based on actual consumption and current rates.

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

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

35. #01-2-70-5530 Water

    Estimate based on approved NSUARB rates and average consumption.

36. #01-2-70-5535 Sewer

    Budgeted at current approved rates at 2020 assessment based at 1/2 of $1,246,900 (AAN 04646819).

37. #01-2-70-5540 Insurance

    Based on estimated rates.

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GROUNDS (FIELDS / PARKING LOT)

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

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

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

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

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

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

Planned Maintenance	2020/2021

PROGRAMS

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

    Pays for various instructors who lead our recreation activities offered through our fall, winter, and spring programs. **Fees paid to fitness instructors adjusted by CPI for 2019 of 1.6% to $26.25 per hour.**

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

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

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

    This program has been eliminated due to grant funding challenges.

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

    Administrative costs associated with the implementation of this program would be equivalent to 2 hours of staff time per week. The allocation for the 2020/21 fiscal year is $1000.

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

    The $1,600 estimate is for chairs and table replacements.

Captain Angus J. Walters House

BCAF has occupied since Spring of 2010 and during that time they paid most operating costs. The agreement with BCAF expires on March 31, 2020.

47. #01-2-72-4260 Telephone/Alarm

    Included in this account is $300 for alarm monitoring fees and $300 for the telephone line.

47.1 Electricity, Water, Sewer

    Estimated operating costs if not covered by a tenant.

48. #01-2-72-4270 Insurance

    Property insurance (building and contents) and commercial general liability. Based on 2020/21 estimated rates.

49. #01-2-72-4310 Repairs & Maintenance

    This includes our share of building maintenance.

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Library

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

50. #01-2-72-5010 Janitors Contract/Supplies

Costs include the cleaning contract, Hand soap, toilet tissue, garbage bags, etc.

51. #01-2-72-5030 Fuel

Based on projections for usage and rates for the Pelham Street location prior to building disposal. Heating fuel is included in the rental rate for the library at the Lunenburg Academy location.

52. #01-2-72-5040 Electricity

Based on projections for usage and current rates for the Pelham Street location prior to the building disposal. Electricity is included in the rental rate for the library at the Lunenburg Academy location.

53. #01-2-72-5050 Water

Based on projections for usage and current rates for the Pelham Street location prior to the building disposal. Water is included in the rental rate for the library at the Lunenburg Academy location.

54. #01-2-72-5055 Sewer

Based on 2019 assessment of $322,500 and current sewer rate of $0.4120 per $100. of assessment. (AAN: 04646886)

55. #01-2-72-5080 Rent – Lunenburg Academy

Relocation of the Library to the Lunenburg Academy. Rent based on other rentals to Community Organizations. This is an all-inclusive rent.

56. #01-2-72-5090 Supplies & Expenses- Library

Estimate for supplies is $2,000 which is partially offset by copier revenue.

57. #01-2-72-5091 Sunday Staff Wages

This is an additional $6,000 to have the library open on Sundays.

58. #01-2-72-5095 South Shore Regional Library

Our share of the Regional Library operating budget is estimated at $14,800 based on our 2019/20 amounts.

Heritage Properties

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

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

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

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

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

Staff meeting attendance ($1,000).

62. #01-2-72-7300/80 Salary & Benefits – Heritage (TMC)

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

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

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

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64. #01-2-72-7390/7450 Heritage By-Law Review

To rewrite by-law as recommended by Town solicitor.

Advertising	$1,100
Printing	$2,100
Meeting Supplies	$300
Legal	$7,500
Total	$11,000

65. #01-2-72-7400 Materials, Supplies & Advertising & Small Capital

Materials for Heritage supplies for the Heritage Recognition awards and advertising estimate as needed.

66. #01-2-72-7404 UNESCO Gateway Website

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

The concept is to develop banners that would be placed at Visitor Information Sites in the Province. These banners would promote these cultural sites as destinations.

Due to COVID -19 we have decided to wait a year and roll out the joint advertising for the 2021-22 tourism season. The stand-up Banner concept for VIC's was discarded in favour of a digital advertisement on video screens. This was a more economical option. For example, Bay Ferries will accept the advertisements for free as we qualify under their advertising program as an UNESCO Site. VIC's unfortunately do charge an annual fee for advertisements on their screens. We aim to have the digital image designed and created in Fiscal 2020-2021 for release in early 2021. The estimated costs $3,000 would be cost-shared with Grand Pre' and Joggins Fossil Cliffs.

Other Recreation & Culture

67. #01-2-75-9100 Public Celebrations

	2020/21 Budget	2019/20 Budget
Canada Day Grant of $700, net cost $300	1,000	1,000
Seamen's Service	4,000	4,000
~~Lunenburg's Birthday~~	~~300~~	300
Town Levee	700	700
Volunteer Week	400	400
~~German Band Concert**~~	~~2,200~~	2,200
Tall Ships	-	-
~~National Day of Mourning~~	~~300~~	300
Pride Flag Raising	250	250
Mi'kmaq Flag Raising	250	250
Newcomers Reception	400	400
Miscellaneous Events	200	200
	$7,200	$10,000

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

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	FISCAL SERVICES EXPENDITURE BUDGET							
	ACCOUNT #	Note #	DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTIONS	Notes to Budget V2 - COVID crisis
			DEBT CHARGES					
			PRINCIPAL INSTALLMENTS					
-	01-2-81-3100	1	DEBENTURE PRINCIPAL	**$ 326,700**	**$ 326,700**	$ 327,200	$ 327,200	
-	01-2-81-3150	1	DEBENTURE PRINCIPAL - SEWER PROJECTS	**81,300**	**81,300**	79,800	79,800	
-				**408,000**	**408,000**	407,000	407,000	
-								
-			***FINANCING AND TRANSFERS***					
-			to (from) Community Centre Roof - Debt reduction (MODL grant for 4 years of $10,000/yr. beginning in 2019/20)	**10,000**	**10,000**	10,000	10,000	
-			OPERATING RESERVE FUND:					
-	01-2-82-2140	2	to (from) Elections	**(9,000)**	**(9,000)**	3,000	3,000	
-	01-2-82-2300		to (from) LAFF Fund	**-**	**-**	-	-	
-			to (from) Lunenburg Fire Depart. PPE Reserve	**-**	**-**	-	-	
-			to (from) Playgrounds	**-**	**-**	-	-	
-	01-2-82-2130	2	to (from) Sewer	**50,000**	**50,000**	50,000	-	
-			to (from) Salt reserves			-	-	
(20,000)			to (from) Insurance Tender Savings	**(20,000)**				As we don't have the final insurance bill to allocate within department, estimate of overall Town vs Utilities savings
(20,000)			to (from) General Operating Reserves	**-**	**20,000**	-	-	Eliminated due to budget revisions
-	01-2-82-2220	2	CAPITAL RESERVE FUND:					
(28,800)	01-2-82-2235	3	to (from) Capital from Revenue	**29,150**	**57,950**	50,800	85,900	Reduced Capital budget for 20-21, see capital funding sheets
(30,000)	01-2-82-2305	3	to (from) Capital from Parking Meters Rev.	**-**	**30,000**	15,000	15,000	No revenue to support capital exp.
(50,000)	01-2-82-2146	2	to (from) Deed Transfer Tax	**100,000**	**150,000**	150,000	175,000	As noted in Revenue section reduced based on history during other previous recessions, does not impact current year as it for reserve transfer for 21/22 + capital
-	01-2-82-2147	2	to (from) Landfill Site Closure/Monitoring	**(5,300)**	**(5,300)**	(5,300)	(5,300)	
-		2	to (from) Lunenburg Academy			-		
(20,000)	01-2-82-2220	2	to (from) PW Equipment	**-**	**20,000**	20,000	20,000	Eliminate for one year only due to budgetary restrictions
-	01-2-82-2225		to (from) Arena - Ice Resurfacer	**4,200**	**4,200**	-	-	
				159,050	**327,850**	293,500	303,600	
-								
-			**COND. TRFS. - OTHER GOV'T & AGENCIES**					
-								
-			***EDUCATION***					
-	01-2-84-7700	4	DISTRICT SCHOOL BOARD PAYMENT	**851,400**	**851,400**	823,100	823,100	
-				**851,400**	**851,400**	823,100	823,100	
-								
			DEPARTMENT TOTAL	**$ 1,418,450**	**$ 1,587,250**	$ 1,523,600	$ 1,533,700	
-								
-	01-2-90-0100		SURPLUS (DEFICIT)	**$ -**	**$ -**	$ -	$ -	
	TOTAL EXPENDITURES			**$ 7,103,300**	**$ 7,476,700**	$ 7,005,200	$ 7,002,800	
			Budget Change in v2	**$ (168,800)**				
				-10.6%				

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NOTES TO FISCAL SERVICES BUDGET

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

DEBT CHARGES 2020/21

Project	Payment	Principal	Interest	Total	Remaining Balance
Academy, Streets, Biofilter	(1 of 15)	$ 42,710	$ 15,655	$ 58,365	$ 597,945
Parking Meters/Arena Siding	(2 of 5)	$ 3,080	$ 253	$ 3,333	$ 9,240
Boat Launch, Old Fire Hall Roof, Sewer Brook./Lincoln	(2 of 15)	$ 77,730	$ 26,449	$ 104,179	$ 754,720
Cat Backhoe	(3 of 10)	$ 8,000	$ 1,728	$ 9,728	$ 56,000
Lun Academy/Trackless/CC Furance/Street paving	(3 of 10)	$ 44,520	$ 9,448	$ 53,968	$ 311,640
Lun Academy/Pave Hebb & Hopson	(3 of 10)	33,270	5,360	38,630	232,890
Library Design/Parking Meters	(4 of 5)	5,640	155	5,795	5,640
Aerial Ladder Fire Truck	(4 of 10)	44,889	7,156	52,045	269,331
Lun Academy/Paving Starr and Wolff	(5 of 10)	17,900	2,618	20,518	89,500
Victoria Road Paving	(7 of 10)	11,900	1,279	13,179	35,700
Fire Truck/Tannery Rd Swr/Streets	(8 of 10)	57,200	5,142	62,342	114,400
Accessibility/Hebb St/Arena	(9 of 10)	30,800	2,192	32,992	30,800
Brickwork/Swr/Streets/Fire	(10 of 10)	17,800	689	18,489	-
Est. Temporary Borrowing*	$496,400		7,446	7,446	496,400
TOTAL DEBT CHARGES		**$ 395,439**	**$ 85,570**	**$ 481,009**	**$ 3,004,206**

"*" – a temporary borrowing is expected for interim funding of 2019/20 capital expenditures until debentures from Municipal Finance are secured.

Five Year Projected Debt Charges & Effect on Tax Billing					
	2020/21	2021/22	2022/23	2023/24	2024/25
Projected Debt Charges - Principal & Interest	$481,000	$494,000	$448,000	$381,900	$347,600
Principal & Interest Estimated amount of rate ($0.01 = $29,200 estimate 2020/21)	$0.165	$0.169	$0.153	$0.131	$0.119
% of Tax Levy using 2020/21 Estimated Levy	7.9%	8.1%	7.4%	6.3%	5.7%
Borrowing Est 2020/21 Capital Budget		$1,220,500			
Total Projected Principal & Interest payments		$611,980	$563,540	$495,000	$458,260
Principal & Interest Estimated amount of rate		$0.210	$0.193	$0.170	$0.157
% of Tax Levy using 2020/21 Estimated Levy		10.0%	9.2%	8.1%	7.5%
Additional Estimated Principal & Interest costs for 20/21 Capital		$117,980	$115,540	$113,100	$110,660
Est. Tax Rate increase required to fund additional debt		$0.040	$0.040	$0.039	$0.038

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2. #01-2-82-2140, #01-2-82-2130, #01-2-82-2146, #01-2-82-2147, #01-2-82-2220 & #01-2-82-2230 Transfers to/from Reserves

Municipal elections to be held in October 2020. A transfer from the operating reserve established for municipal elections.

As part of the sewer rate structure a $50,000 reserve transfer is included in fiscal 2020/21.

Deed Transfer Tax transfer is offset by corresponding revenue.

Site Monitoring is offset by corresponding expenditure.

No reserve transfer for the future Capital Costs for the Lunenburg Academy has been budgeted this year while the Exterior Restoration is on-going.

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

In June 2019 Council established an ice resurfacer surcharge of $4/hour for all arena ice time rates. It is estimated to generate $4,800 annually. Current ice resurfacer is to be replaced in fiscal 2020/21.

The following are the **projected** Capital Reserve Balances for the fiscal year ending March 31, 2020:

Solid Waste Closure	$7,495
Other Equipment	250,857
Ice Resurfacer Reserve	51,428
Public Works Equipment	68,897
Fire Equipment	32,980
Federal/Provincial Gas Tax Funds	54,898
Provincial Capital Funds	24,244
Deed Transfer Tax	252,895
Total	**$743,694**

The following are the **projected** Operating Reserve Balances for the fiscal year ending March 31, 2020:

Election Expenses	$9,149
Salt Reserve	47,354
Fire Personal Protective Equipment	8,276
Sewer Reserves	42,832
Streets & Other	4,941
Recreation	50,546
LAFF	10,550
Pro Kids	17,554
Region 6 Diversion Special Projects	2,371
Operating Surplus Reserve	169,376
Total	**$362,949**

3. #01-2-82-2235 & #01-2-82-2305 Capital Expenditures from Operating Revenue

This is an annual allocation budgeted from general revenues to fund capital asset purchases.

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

The School Board rate is calculated based on 2020/21 rate of 30.48¢/$100 of uniform assessment.

	2017/18	***2018/19***	***2019/20***	***2020/21***
Uniform Assessment	$260,147,796	$264,597,830	270,039,287	$279,311,517
Rate on UA	30.48¢	30.48¢	30.48¢	30.48¢
Rate on Taxable Assessment	29.77¢	29.70¢	29.30¢	29.06¢
Total Cost	$792,930	$806,494	$823,080	$851,342
% Increase	1.2%	1.7%	2.1%	3.4%

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	CEMETERY BUDGET							
	ACCOUNT #	Note #	DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTION	Notes to Budget V2 - COVID crisis
			OPERATING REVENUE					
-	04-1-95-0010	*1*	SALE OF LOTS	**$ 1,600**	**$ 1,600**	$ 1,600	$ 3,000	
-	04-1-95-0020	*1*	BURIALS	**22,300**	**22,300**	22,300	20,000	
-	04-1-95-0030		BASES, ETC. - HEAD STONES	**1,000**	**1,000**	1,000	-	
-	04-1-95-0040	*2*	INTEREST ON CEMETERY TRUSTS	**6,000**	**6,000**	5,900	6,200	
-	04-1-95-0060	*3*	APPROPRIATION FROM TOWN	**40,700**	**40,700**	43,300	45,800	
-			**TOTAL REVENUE**	**$ 71,600**	**$ 71,600**	$ 74,100	$ 75,000	
-								
-			***OPERATING EXPENDITURES***					
-	04-2-95-0020	*4*	LABOUR	**20,000**	**20,000**	25,000	30,000	
-	04-2-95-0030	*5*	WORKERS COMPENSATION	**500**	**500**	500	500	
-	04-2-95-0040	*6*	EMPLOYMENT BENEFITS/EAP	**4,000**	**4,000**	5,500	5,000	
-	04-2-95-0045	*7*	CLOTHING	**-**	**-**	200	300	
-	04-2-95-0050	*7*	OTHER BENEFITS (HOLIDAY, LONG SERVICE, RETIREMENT AWARDS)	**-**	**-**	2,300	2,300	
-	04-2-95-0055	*8*	MOWING CONTRACT	**30,300**	**30,300**	20,000	20,900	
-	04-2-95-0060		TRAINING COURSES	**-**	**-**	800	100	
-	04-2-95-0080	*9*	WATER	**400**	**400**	400	400	
-	04-2-95-0090		ELECTRICITY	**900**	**900**	900	900	
-	04-2-95-0100		INSURANCE	**900**	**900**	900	900	
-	04-2-95-0110	*10*	SUPPLIES	**4,500**	**4,500**	4,500	3,500	
-	04-2-95-0115		AUDIT FEES	**1,100**	**1,100**	1,100	1,200	
-	04-2-95-0120	*11*	EQUIPMENT/BUILDING-MAINT. & REPAIRS	**3,000**	**3,000**	6,500	5,000	
-	04-2-95-0130		FLOWERS AND TREES	**-**	**-**	-		
-	04-2-95-0145	*12*	MONUMENT MAINTENANCE (LABOUR & SUPPLIES)	**4,000**	**4,000**	4,000	4,000	
-	04-2-95-0150		SMALL EQUIPMENT	**-**	**-**	-		
-	04-2-95-0155	*13*	ROAD MAINTENANCE (GRAVEL & DRAINAGE)	**2,000**	**2,000**	1,500	-	
-	04-2-95-0165		PROVISION - UNCOLLECTIBLE ACCOUNTS	**-**	**-**	-	-	
			TOTAL EXPENDITURES	**$ 71,600**	**$ 71,600**	$ 74,100	$ 75,000	
			Budget Change in v2	**$ -**				
				0.0%				

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NOTES TO CEMETERY BUDGET

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

   The Cemetery rates for 2019/20 were adjusted based on a rate comparison and as approved by Council on June 25, 2019. The 2020/21 Rates have been adjusted by the 2019 CPI rate of 1.6% (rounded to the next $5)

	2020/21 Rates		
Sale of Lots	**Lot Price**	**Perpetual Care Charge**	**Total Cost of Lot**
1 Cremation Lot	$165	$230	$395
1 Grave Lot	$335	$415	$750
2 Grave Lot	$640	$830	$1,470
Mausoleum	$515	$670	$1,185

Burials	**2020/21 Rates**
Ashes (Cremation) – Resident*	$365
Ashes (Cremation) – Non-resident	$730
Infant or Child	$365
Traditional – Resident*	$815
Traditional - Non-resident	$1,625

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

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

   As of January 31, 2020 the Perpetual Care Reserve had a balance of $227,985. Which includes an inter-departmental capital loan balance of $135,200.

   Perpetual Care inter-departmental capital loan interest (previously approved) includes:

Town General (Capital Funding)	$3,900
Interest earned on Bank balances (estimate)	2,100
Total Interest Earned	$6,000

   Analysis of Perpetual Care Fund

	2015/16	2016/17	2017/18	2018/19	Budget 2019/20	Budget 2020/21
Perpetual Care Fund	$206,188	$211,338	$216,088	$226,415	$226,675	$227,985
Interest Earned	$4,536	$4,500	$5,200	$7,424	$5,900	$6,000

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

   This is the budgeted grant required from the Town.

4. #04-2-95-0020 Labour

   The two seasonal employees (29 weeks) are now grouped with the general Public Works labour pool. The budgeted amounts reflects the estimated costs for Public Works staff to complete maintenance, aside from mowing, at the Cemetery. This estimated labour about reflects time for burials as required.

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

   Based on the Town's 2020 rate and allocated labour.

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

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

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

   Now included as part of the Transportation budget.

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

   Mowing of the Cemetery is now completed through an annual contract.

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9. #04-2-95-0080 Water

   Estimate based on approved rates.

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

Cemetery Markers	$1,000
Topsoil	2,400
Lawn Care Products	600
Class A	500
	$4,500

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

Miscellaneous Parts/Repairs	$1,500
Gasoline/Fuel for Equipment	500
Building Maintenance	1,000
	$3,000

12. #04-2-95-0145 Monument Maintenance

    This was a new budget item beginning in 2010/11 for the maintenance of monuments that fall over during the winter months.

13. #04-2-95-0155 Road Maintenance

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

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	WATER UTILITY OPERATING BUDGET							
	ACCOUNT #	Note #	DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTIONS	Notes to Budget V2 - COVID crisis
	REVENUE							
			OPERATING REVENUES					
-	05-1-12-0100	*1*	METERED COMMERCIAL SALES	**$ 534,000**	**$ 534,000**	$ 510,000	$ 530,000	
-	05-1-14-0100		BULK WATER SALES	**-**	**-**	-	-	
-	05-1-21-0100	*1*	FLAT RATE SALES - RESIDENTIAL	**660,000**	**660,000**	645,000	656,000	
-	05-1-31-0100	*2*	PUBLIC FIRE PROTECTION	**340,800**	**340,800**	325,400	325,400	
-	05-1-33-0100		PRIVATE FIRE PROTECTION	**1,000**	**1,000**	1,000	1,000	
-	05-1-40-0100		SPRINKLER ACCOUNTS	**6,600**	**6,600**	7,000	6,600	
(1,500)	05-1-60-0100	*3*	CONSUMER INTEREST CHARGES	**3,500**	**5,000**	5,000	5,000	Waived Interest April - June
-	05-1-71-0100		CONNECTION CHARGES	**5,400**	**5,400**	5,400	5,400	
-	05-1-72-0100	*4*	ARMOURIES RENT	**1,200**	**1,200**	1,200	1,200	
			TOTAL OPERATING REVENUES	**1,552,500**	**1,554,000**	1,500,000	1,530,600	
-			***NON-OPERATING REVENUES***					
-	05-1-81-0100		JOBBING AND CONTRACT	**500**	**500**	500	300	
-	05-1-82-1000		INTEREST EARNED	**5,000**	**5,000**	4,500	4,700	
-	05-1-85-0100	*5*	GRANTS FOR THE PROV - HST OFFSET	**7,000**	**7,000**	7,000	10,200	
-	05-1-89-0100		OTHER TRANSFERS FROM RESERVES	**80,000**	**80,000**	-	-	
-			TOTAL NON-OPERATING REVENUES	**92,500**	**92,500**	12,000	15,200	
			TOTAL REVENUES	**$ 1,645,000**	**$ 1,646,500**	$ 1,512,000	$ 1,545,800	
-	**EXPENDITURES**							
-			***SOURCE OF SUPPLY***					
-			***SUPERVISION AND ENGINEERING***					
(150)	05-2-11-0100	*6*	PORTION OF ENGINEER & SUPER. SALARY	**$ 14,150**	**$ 14,300**	$ 12,500	$ 12,500	
-	05-2-11-0105	*6.1*	FACILITY SUPERINTENDENT (salary & benefits)	**2,300**	**2,300**	2,200	2,200	
-	05-2-11-0300	*7*	DEPARTMENT OF ENVIRONMENT - LICENSE	**1,000**	**1,000**	1,000	1,000	
-	05-2-11-0350	*7.1*	WATER WITHDRAWAL STUDY (EVERY 10 YEARS, last done 2011/12) - due in May 2022	**80,000**	**80,000**	-	-	
-			***OPERATION LABOUR***					
-	05-2-12-0200	*18*	PUBLIC WORKS LABOUR	**1,100**	**1,100**	1,100	1,100	
(50)	05-2-12-0201	*12*	WRO LABOUR	**3,350**	**3,400**	3,300	3,300	
-			***MAINTENANCE OF PLANT - INTAKES (PUMP HOUSE)***					
-	05-2-14-2100		DIVER - INTAKE	**4,000**	**4,000**	6,200	4,000	
-	05-2-14-2200	*7.2*	REPAIRS TO INTAKE SCREENS/BUILDING	**4,000**	**4,000**	1,000	3,700	
			DEPARTMENT TOTAL	**$ 109,900**	**$ 110,100**	$ 27,300	$ 27,800	
-			***PUMPING***					
-			***SUPERVISION AND ENGINEERING***					
(150)	05-2-21-0100	*6*	PORTION OF ENGINEER & SUPER. SALARY	**$ 14,150**	**$ 14,300**	$ 12,500	$ 12,500	
-	05-2-21-0105	*6.1*	FACILITY SUPERINTENDENT (salary & benefits)	**2,300**	**2,300**	2,200	2,200	
-			***OPERATION LABOUR***					
-	05-2-22-0200	*18*	PUBLIC WORKS DEPARTMENT	**1,100**	**1,100**	1,100	1,100	
(50)	05-2-22-0201	*12*	WRO LABOUR	**3,750**	**3,800**	3,100	3,700	
-			***POWER PURCHASED***					
-	05-2-24-0100	*8*	POWER PURCHASED - NSPI	**25,000**	**25,000**	25,000	24,000	
-			***MAINTENANCE OF PLANT***					
-	05-2-25-1200		TELEPHONE - PUMPHOUSE	**300**	**300**	300	300	
-	05-2-25-1300	*8.2*	MATERIALS/REPAIRS TO BUILDING	**5,500**	**5,500**	5,500	1,500	
-			***MAINTENANCE OF PUMPING EQUIPMENT***					
-	05-2-25-2100	*9*	REPAIRS TO PUMPS	**4,000**	**4,000**	4,000	1,000	
			DEPARTMENT TOTAL	**$ 56,100**	**$ 56,300**	$ 53,700	$ 46,300	
-			***WATER TREATMENT***					
-			***SUPERVISION AND ENGINEERING***					
(150)	05-2-31-0100	*6*	PORTION OF ENGINEER & SUPER. SALARY	**$ 14,150**	**$ 14,300**	$ 12,500	$ 12,500	
-	05-2-31-0105	*6.1*	FACILITY SUPERINTENDENT (salary & benefits)	**2,300**	**2,300**	2,200	2,200	
-	05-2-31-0400	*10*	TRAINING - SUPER./WRO	**5,500**	**5,500**	5,500	1,000	
-	05-2-31-0410	*11*	CLOTHING - WRO	**1,000**	**1,000**	700	700	
-			***OPERATION LABOUR***					
-	05-2-32-0100	*18*	PUBLIC WORKS DEPARTMENT	**1,000**	**1,000**	500	800	
(600)	05-2-32-0200	*12*	WATER RESOURCE OPERATOR II SALARY	**68,200**	**68,800**	60,200	67,000	
-	05-2-32-0210	*12*	WATER RESOURCE OPERATOR II BENEFITS	**17,000**	**17,000**	16,800	16,800	
-			***OPERATION SUPPLIES AND EXPENSE***					
-			***CHEMICALS AND ADDITIVES***					
-	05-2-33-1500	*13*	WTP - CHEMICALS	**55,000**	**55,000**	62,000	59,000	

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	WATER UTILITY OPERATING BUDGET							
	ACCOUNT #	Note #	DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTIONS	Notes to Budget V2 - COVID crisis
-			***SUPPLIES & EXPENSES***					
-	05-2-33-9100	*14*	SUPPLIES AND SMALL TOOLS	**5,000**	**5,000**	4,000	4,000	
-	05-2-33-9200	*15*	WATER TESTING	**16,000**	**16,000**	13,500	13,200	
-	05-2-33-9300	*15.1*	WATER TESTING - WRO LABOUR	**24,900**	**24,900**	22,800	22,600	
-	05-2-33-9500	*16*	WTP - SPARE/REPLACEMENT PARTS	**11,500**	**11,500**	9,300	9,300	
-	05-2-33-9520		WTP - LABORATORY MATERIALS	**2,000**	**2,000**	1,000	1,000	
-	05-2-34-0600		NSPI - TREATMENT PLANT	**59,000**	**59,000**	59,000	57,000	
-	05-2-34-0700		TELEPHONE LINE/SCADA SYSTEM /SECURITY	**6,800**	**6,800**	5,800	4,800	
-			***MAINTENANCE OF PLANT***					
-	05-2-34-0500	*17*	WTP - REPAIRS & MAINTENANCE	**24,000**	**24,000**	23,000	22,000	
			DEPARTMENT TOTAL	**$ 313,350**	**$ 314,100**	$ 298,800	$ 293,900	
-			***TRANSMISSION AND DISTRIBUTION***					
-			***SUPERVISION AND ENGINEERING***					
(500)	05-2-41-0100	*6*	PORTION OF ENGINEER & SUPER. SALARY	**$ 51,400**	**$ 51,900**	$ 46,200	$ 46,200	
(100)	05-2-41-0105	*6.1*	FACILITY SUPERINTENDENT (salary & benefits)	**8,200**	**8,300**	8,100	8,100	
-	05-2-41-0200		DRAFTING/FILING LABOUR	**2,300**	**2,300**	2,300	2,300	
-			***OPERATION LABOUR***					
-			***OPERATION LABOUR - MAINS***					
(100)	05-2-43-1100	*18*	PUBLIC WORKS DEPT. - LABOUR	**11,100**	**11,200**	10,600	5,000	
-			***MAINTENANCE OF PLANT***					
-			***MAINT. OF PLANT RESERVOIRS***					
-	05-2-44-1100	*19*	STANDPIPE (GARDEN LOTS)	**3,000**	**3,000**	1,300	1,700	
-	05-2-44-1300		ELECTRICITY/SCADA/STANDPIPE	**1,700**	**1,700**	2,700	1,500	
-	05-2-44-1350	*19*	WTP PLANT STANDPIPE (NORTHWEST)	**10,000**	**10,000**	16,000	12,000	
-	05-2-44-1400	*20*	TELEPHONE LINE/SCADA SYSTEM	**1,500**	**1,500**	900	1,200	
-			***MAINT. OF PLANT - MAINS***					
-	05-2-44-3100	*21*	MATERIALS - MAINS	**11,000**	**11,000**	11,000	8,000	
-	05-2-44-3200	*21*	EQUIP RENTAL (TOWN) - MAINS & SERVICES	**25,000**	**25,000**	25,000	15,000	
-	05-2-44-3295	*21.1*	WATER LEAK STUDY	**7,200**	**7,200**	7,200	-	
-	05-2-44-3300		FIRE FLOW TESTING (COMPLETED IN 2016/17)	**-**	**-**	-		
-			***MAINT. SERV./METERS/HYDRANTS***					
-	05-2-44-9100		MATERIALS	**15,000**	**15,000**	15,000	15,000	
(150)	05-2-44-9300	*18*	P.W. LABOUR	**15,350**	**15,500**	14,900	14,900	
-	05-2-44-9400		ADVERTISING - NOTICES, ETC.	**2,000**	**2,000**	2,000	2,000	
-			***STORES (STOCK) EXPENSES***					
-	05-2-46-0100		FUEL - HEAT	**9,500**	**9,500**	8,900	9,000	
-	05-2-46-0200		ELECTRICITY - LIGHTS	**5,100**	**5,100**	4,500	4,800	
-	05-2-46-0225		WATER	**600**	**600**	600	500	
-	05-2-46-0250	*22*	SEWER CHARGE	**700**	**700**	700	700	
-	05-2-46-0301		SUPPLIES	**10,000**	**10,000**	10,000	10,000	
-	05-2-46-0302		JANITORIAL	**3,500**	**3,500**	2,800	2,800	
-	05-2-46-0303		SECURITY	**700**	**700**	700	300	
(150)	05-2-46-0400		IN HOUSE LABOUR/ARMOURIES	**15,050**	**15,200**	14,900	13,500	
-	05-2-46-0500		TELEPHONE/CELL PHONES/INTERNET	**3,500**	**3,500**	3,000	3,200	
-			***TRANSPORTATION - VEHICLES***					
-	05-2-47-0100		GAS - VEHICLES	**5,000**	**5,000**	5,000	4,000	
3,500	05-2-47-0200		REPAIRS/MAINTENANCE - 2008 Van (Defer Replacement)	**3,500**	**-**	3,500	2,000	
-	05-2-47-0201		~~REPAIRS/MAINTENANCE 2005 Chev 1/2 ton~~	**-**	**-**	3,500	6,800	
-			REPAIRS/MAINTENANCE - Pickup #1	**2,000**	**2,000**	-	-	
(2,000)			REPAIRS/MAINTENANCE- Pickup #2 (Defer this purchase and replacement of the Van)	**-**	**2,000**	-	-	
-	05-2-47-0350		CAR ALLOWANCE - ENG/SUPERINTENDENT	**900**	**900**	600	800	
-	05-2-47-0400		RADIO LICENSE/REPAIRS	**600**	**600**	600	600	
			DEPARTMENT TOTAL	**$ 225,400**	**$ 224,900**	$ 222,500	$ 191,900	
-			***ADMINISTRATION AND GENERAL***					
-		*23*	***ACCOUNTING AND COLLECTING***					
-			***ACCOUNTING SUPERVISION***					
(400)	05-2-51-1100		PORTION OF FINANCE DIRECTOR	**$ 38,700**	**$ 39,100**	$ 38,300	$ 38,300	
-			***ACCOUNTING METER READINGS***					
-	05-2-51-2100		METER READING SALARY/EXPENSES	**2,500**	**2,500**	2,400	2,400	

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	WATER UTILITY OPERATING BUDGET							
	ACCOUNT #	Note #	DESCRIPTION	2020/21 BUDGET V2	2020/21 BUDGET V1	2019/20 BUDGET	2019/20 PROJECTIONS	Notes to Budget V2 - COVID crisis
-			***ACCOUNTING BILLING***					
(300)	05-2-51-3100		PORTION BOOKKEEPING SALARIES	**28,400**	**28,700**	28,000	28,000	
-	05-2-51-3200		SUPPLIES - BILLING & COLLECTION	**2,700**	**2,700**	2,700	2,700	
2,500	05-2-51-3210		COMPUTER MAINTENANCE	**8,500**	**6,000**	6,000	6,000	Anticipate higher cost for virtual work sites
-			***ACCOUNTING COLLECTION***					
(150)	05-2-51-4100		PORTION OF CASHIER SALARIES	**13,950**	**14,100**	13,800	13,800	
-			***ACCOUNTING - UNCOLLECTIBLE ACCTS.***					
2,000	05-2-51-5100		PROVISION - UNCOLLECTIBLE ACCTS.	**5,000**	**3,000**	3,000	1,500	Possible higher payment defaults due to economic downturn
-			***SALARIES***					
-			***SALARIES - OFFICERS & EXECUTIVES***					
(1,800)	05-2-52-1100		PORTION STAFF MEETING PAY	**-**	**1,800**	1,800	1,800	Meeting Pay Roll back for managers during this fiscal year.
-	05-2-52-1200		PORTION COUNCIL HONORARIUMS	**27,000**	**27,000**	26,500	26,500	
(600)	05-2-52-1300		PORTION STAFF SALARIES	**63,000**	**63,600**	62,000	62,000	
-			**SALARIES - OTHER**					
(600)	05-2-52-9100		PORTION OFFICE STAFF SALARIES	**60,400**	**61,000**	54,900	54,900	
-	05-2-52-9200		EMPLOYMENT BENEFITS	**77,300**	**77,300**	76,700	76,700	
-			***GENERAL OFFICE EXPENSE***					
-			***GENERAL OFFICERS EXPENSE***					
-	05-2-53-1200	*24*	TRAINING, CONFERENCES & MEMBERSHIPS	**15,000**	**15,000**	7,000	7,800	
-	05-2-53-1201	*24*	COUNCIL TRAINING & CONFERENCES	**8,000**	**8,000**	3,000	2,800	
-	05-2-53-1400		BANK CHARGES	**1,800**	**1,800**	1,800	1,800	
-			***GENERAL OFFICE EXPENSE***					
-	05-2-53-3100		MISC. SUPPLIES - OFFICE	**5,000**	**5,000**	5,000	5,000	
-	05-2-53-3150	*25*	FURNITURE & EQUIPMENT	**11,500**	**11,500**	11,500	11,500	
-			***PROFESSIONAL FEES***					
-	05-2-54-1100		AUDITORS FEES	**6,000**	**6,000**	5,600	6,000	
-	05-2-54-1200		CONSULTANT FEES - WATER RATE STUDY	**-**	**-**	-	-	
-	05-2-54-1250		ENGINEER CONSULTING SERVICES	**7,500**	**7,500**	10,000	5,000	
-	05-2-54-2100		LEGAL FEES	**15,000**	**15,000**	15,000	12,000	
-	05-2-54-2150	*25.1*	COMMUNICATIONS	**5,000**	**5,000**	5,000	5,000	
-	05-2-54-2200		PAYROLL ADMINISTRATION	**1,300**	**1,300**	1,200	1,200	
-			***REGULATORY EXPENSES***					
-	05-2-55-0100	*26*	NSURB FEE	**1,600**	**1,600**	1,600	1,600	
-			***INSURANCE***					
-	05-2-56-0100	*27*	FIRE & AUTO LIABILITY	**26,000**	**26,000**	26,000	25,800	
-			***RENT OF GENERAL PROPERTY***					
-	05-2-57-0100		RENT - TOWN OFFICE USE	**2,100**	**2,100**	2,100	2,100	
-	05-2-57-0200	*28*	RENT - VICTORIA ROAD BUILDING	**2,200**	**2,200**	2,200	2,200	
			DEPARTMENT TOTAL	**$ 435,450**	**$ 434,800**	$ 413,100	$ 404,400	
-			***DEPRECIATION***					
-	05-2-60-0100	*29*	DEPRECIATION EXPENSE	**$ 287,400**	**$ 287,400**	$ 294,250	$ 273,600	
-			**DEPARTMENT TOTAL**	**$ 287,400**	**$ 287,400**	$ 294,250	$ 273,600	
-			***TAXES***					
-	05-2-70-0200	*30*	PROPERTY TAXES	**$ 43,500**	**$ 43,500**	$ 43,000	$ 43,500	
-			**DEPARTMENT TOTAL**	**$ 43,500**	**$ 43,500**	$ 43,000	$ 43,500	
-			***NON-OPERATING EXPENSES***					
-	05-2-90-0200		INTEREST ON CUSTOMER DEPOSITS	**$ -**	**$ -**	$ -	$ -	
-			***REDEMPTION LONG-TERM DEBT***					
-	05-2-91-0100	*31*	PRINCIPAL INSTALLMENTS	**40,750**	**40,750**	40,750	40,800	
-			***INTEREST ON LONG-TERM DEBT***					
-	05-2-92-0100	*31*	INTEREST	**18,650**	**18,650**	19,900	19,900	
-		*32*	***CAPITAL EXPENDITURE FROM REVENUE***					
-	05-2-99-0050	*33*	CAPITAL RESERVES - FUTURE CAPITAL	**20,000**	**20,000**	17,700	42,700	
-			***OTHER NON-OPERATING EXPENSES***					
-	05-2-99-0020	*33*	TRANSFER TO CAPITAL RESERVE - LAND	**5,000**	**5,000**	5,000	5,000	
-	05-2-99-0010	*33*	WTP - MEMBRANE REPLACEMENT RESERVE	**26,000**	**26,000**	26,000	26,000	
-	05-2-99-0060		DIVIDEND	**65,000**	**65,000**	50,000	50,000	
-	05-2-99-0100		SURPLUS (DEFICIT)	**-**	**-**	-	80,000	
-			**DEPARTMENT TOTAL**	**$ 175,400**	**$ 175,400**	$ 159,350	$ 264,400	
-								
	TOTAL EXPENDITURES			**$ 1,646,500**	**$ 1,646,500**	$ 1,512,000	$ 1,545,800	

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NOTES TO WATER UTILITY BUDGET

Revenue

1. The Nova Scotia Utility and Review board approved changes to the Town of Lunenburg Schedule of Rates and Regulations for the Water Utility in 2016 the first increase came into effect July 1, 2016, the second increase was effective April 1, 2017, and the third increase occurred on April 1, 2018.

   Water Statistics:

	Budget 2020/21	*Estimated 2019/20*	*Actual 2018/19*
Residential Connections	1,153	1,145	1,108
Metered Commercial Accounts	191	190	187

2. #05-1-31-0100 Public Fire Protection

   This is a rate approved by the NSURB to cover fire flows in the Town and is charged to the Lunenburg Fire Department.

3. #05-1-60-0100 Consumer Interest Charges

   Interest is charged on all overdue accounts at a rate of 1.5 % per month. The budget estimate is based on actual interest charged in the prior year.

4. #05-1-72-0100 Armouries Rent

   The Water Utility charges the Town a rental fee for its use of the Armouries building.

5. #05-1-85-0100 Provincial Grant – HST Offset

   The Water Utility receives a grant from the province to offset the cost of HST (only 57.14% of the Provincial component of the HST is received back as a rebate).

Expenditures

The Water Treatment Plant has been in operation since June 2010. This budget reflects the costs estimated in operating the plant based on actual experience.

6. #05-2-11-0100; #05-2-21-0100; #05-2-31-0100; #05-2-41-0100 Engineer & Superintendent's Salary (15%; 15%; 15%; 55%)

   Approximately 50% of the Town Engineer's & Superintendent's salary is charged out to the Water Utility based on actual time spent.

6.1 #05-2-11-0105; #05-2-21-0105; #05-2-31-0105; #05-2-41-0105 Facility Superintendent's Salary (15%; 15%; 15%; 55%)

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

7. #05-2-11-0300 Department of Environment License

   The Utility is required to obtain a license to draw water from Dares Lake.

7.1 #05-2-11-0350 Water Withdrawal Study

   As part of the water withdrawal licensing permit process, a water withdrawal study must be undertaken.

7.2 #05-2-14-2200 Repairs to Intake Screens/Buildings

   The water utility had a video inspection of the intake screens at Dares Lake completed. The frame work that the screens are bolted to shows a great deal of corrosion and is in need of replacement.

8. #05-2-24-0100 Power Purchased NSPI

   Budget based on projected usage at current consumption pricing.

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8.2 #05-2-25-1300 Building Maintenance & Repairs - Pumping

The pump house below the spillway is set in the ground to receive the pipes from the intake at Dares Lake. The drainage around the building is very poor and during heavy rains the roof and road above shed water directly at the building. This has resulted in deterioration of the structural supports in the building, during heavy rain after the floor has dried out mud and silt cover the floor from where it has washed in through the cracks. The first step to address this issue would be to divert water coming down the road and off the roof away from the building.

In-house ditching and gutter changes:

Labour (3 days)	$3,000
Materials	$1,000
Total	$4,000

An additional $1,500 is included in the budget account for general repairs and maintenance during the year.

9. #05-2-25-2100 Repairs to Pumps

Estimate for repairs based on estimated requirements in this fiscal year.

10. #05-2-31-0400 Training

Water Certification training for Water Resource Operators and supervisors.

11. #05-2-31-0410 Clothing

Estimate for work boots, coveralls, etc. as per union contract.

12. Water Resource Operator Salary and Benefits

Water Resource Operators Salary and Benefits (1.5 FTE) is charged to the Water Utility.

13. #05-2-33-1500 Chemicals

Chemical costs are estimated based on the operational requirements of the Water Treatment Plant.

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

Estimate for required items for plant operations.

15. #05-2-33-9200 Water Testing

The budget has been prepared based on requirements mandated by the Department of Environment. This includes weekly sampling and quarterly testing requirements (conducted by South Shore Health and private labs). This amount has been increased as testing is required as part of the lead monitoring program.

15.1 #05-2-33-9300 Water Testing – WRO Labour

WRO labour required for taking daily samples for analysis.

16. #05-2-33-9500 WTP Spare Parts (items<$2,500 capital threshold)

Spare parts for the Water Treatment Plant per annual review with WRO and Engineer.

17. #05-2-34-0500 WTP Repairs and Maintenance

The water treatment plant requires scheduled maintenance. Costs include a generator contract, cleaning contract, SCADA, and the yearly membrane inspection and reports.

18. Public Works Labour

Labour of the Public Works Department is only charged out to the Water Utility on an as used basis.

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19. #05-2-44-1100/1350 Materials (Standpipes)

The water utility had a video inspection of both water storage tanks completed in 2016. There are anodes that require replacement at the North West WTP Plant Stand Pipe $10,000. Garden Lots- Install transfer switch panel, inspection and report to be carried out on the corrosion control system.

20. #05-2-44-1400 Telephone Line SCADA System (Garden Lots Standpipe)

A computer system measures water level and water quality in the standpipe. This budget item includes the following costs:

Dedicated Telephone Line	$250
Monitoring Fee	650
	$900

21. #05-2-44-3100/3200 Materials and Equipment Rental Mains & Services

Any Town vehicles used on water jobs are charged out to the Water Utility on charge out rates approved by Town Council each year. Estimate based on actual maintenance costs.

21.1 #05-2-44-3295 Water Leak Survey

The water distribution system will be checked for water leaks by a private contractor.

22. #05-2-46-0250 Sewer

A sewer charge is levied against the Armouries building which is owned by the Water Utility and assessed at $186,400. The sewer charge is budgeted at 2019/20 rates of 41.20¢/$100. assessment (AAN 04647114).

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

A portion of the current level of Town Office staff salaries are charged out to the Water Utility based on the estimated staff time spent on the Water Utility. These are allocated as 30% CAO and AMC, 35% Finance Director, 37% Town Accountant, 5% Billing Clerk (Finance Officer), 27% Payment Processing (Finance Officer-AR), 30% Accounts Payable Clerk (Finance Officer) and 30% Secretarial Staff, Business Coordinator – 44%

A portion of Town Council honorariums and staff meeting pay is charged to the Water Utility based on the estimated time Council spends on Water Utility issues and Town Office staff time attending meetings concerning the Water Utility.

Employment benefits include an accrual for retirement benefits based on the Town's personnel policy and CUPE contract.

24. #05-2-53-1200 Training, Conferences, & Memberships

AWWA Conference & Membership	$ 1,000
Various staff training, seminars & conferences, as required	12,400
Professional Membership Allocations	1,600
	$15,000

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

Portion of Council Conferences (32.5%)	$3,000
Portion of Council Orientation Training – Election 2020 (40%)	$5,000

25. #05-2-53-3150 Furniture & Equipment

Estimate for small capital office equipment.

25.1 #05-2-54-2150 Communications

Budget for a portion of communications contractor.

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26. #05-2-55-0100 Nova Scotia Utility Review Board

    The N.S.U.R.B. annual assessment fee to offset Board costs.

27. #05-2-56-0100 Insurance

    Insurance costs are budgeted at estimated 2018/19 rates.

28. #05-2-57-0200 Rent Victoria Road Building

    The Victoria Road building has been purchased by the Town and will serve the Water Utility for storage needs. The Water Utility is charged rent in proportion to space required (30%).

29. #05-2-60-0100 Depreciation

    The Water Utility is required to calculate depreciation on its assets at various prescribed rates, e.g. buildings, mains, plant, equipment, etc. This expenditure is sourced from the water rates and is used for future funding of capital assets. Any unused depreciation is held in a reserve. The total depreciation reserve as at March 31, 2019 was $1,275,520.

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

    The assessment on the Town distribution system has remained the same at $1,294,800. The Utility is estimated to pay the Town $42,417 in property taxes in 2020/21. The Armouries building and the new water treatment plant are assessed as commercial exempt for the purposes of property taxation only. (AAN 04647416)

31. #05-2-91-0100; #05-2-92-0100 Debt Charges

    These amounts are included in the budget.

Project	Payment	Principal	Interest	Total	Balance
Water Treatment Plant (MFC Nov 2011 $815,000)	9 of 20	$40,750	$19,049	$59,799	$448,250

32. #05-2-94-0000 Capital Expenditures

    Please refer to the capital section of this budget for planned capital expenditures.

33. #05-2-99-0050/20/10 Transfers to Capital Reserve

    Transfers to reserve in this budget includes $5,000 for future land purchases (watershed) and $26,000 for membrane replacement (10 year replacement schedule.

34. The balance in the Water Utility Capital Reserve as of March 31, 2019 is as follows:

Future Land Purchases	$119,572
WTP Membrane Replacement	201,389
Future Capital	364,806
	$685,767

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	ELECTRIC UTILITY OPERATING BUDGET							
				2020/21	2020/21	2019/20	2019/20	
	ACCOUNT #		DESCRIPTION	BUDGET V2	BUDGET V1	BUDGET	PROJECTION	Notes to Budget V2 - COVID crisis
			REVENUE					
			OPERATING REVENUE					
-	07-1-51-1000	2	DOMESTIC SERVICE	**$ 2,783,900**	**$ 2,783,900**	$ 2,640,200	$ 2,746,200	
-	07-1-51-2000	3	GENERAL SERVICE - SMALL	**186,000**	**186,000**	185,000	59,500	
-	07-1-51-2500	3	GENERAL SERVICE - DEMAND	**2,266,000**	**2,266,000**	2,204,500	2,227,200	
-	07-1-51-3000	4	GENERAL SERVICE (IND)	**1,340,000**	**1,340,000**	1,234,500	1,326,600	
-	07-1-51-4000	5	STREET LIGHTING	**128,000**	**128,000**	123,400	123,700	
-	07-1-51-5000		MISC. ELECTRIC LIGHT	**7,000**	**7,000**	7,000	7,000	
(9,000)	07-1-51-6000	6	LATE PAYMENT INTEREST	**19,000**	**28,000**	23,000	32,000	Waived interest fees April - June
-	07-1-51-7000	7	POLE ATTACHMENT FEES	**27,600**	**27,600**	27,600	27,600	
-	07-1-51-8000	8	69 KV LINE LEASE	**54,000**	**54,000**	54,000	53,100	
			TOTAL OPERATING REVENUE	**6,811,500**	**6,820,500**	6,499,200	6,602,900	
			NON-OPERATING REVENUE					
-	07-1-51-9000		EXPIRED LINE EXTENSION DEPOSITS	**-**	**-**	-	-	
-	07-1-52-1010	9	SALE OF SERVICE - PERMITS	**15,000**	**15,000**	15,000	15,000	
-	07-1-52-1000	9	SALE OF SERVICE - JOBBING & CONTRACT	**5,000**	**5,000**	15,000	1,000	
-	07-1-52-3000		INTEREST REVENUE	**9,000**	**9,000**	4,000	9,000	
-			TOTAL NON-OPERATING REVENUE	**29,000**	**29,000**	34,000	25,000	
			TOTAL REVENUE	**$ 6,840,500**	**$ 6,849,500**	$ 6,533,200	$ 6,627,900	
-			***EXPENDITURES***					
-			***POWER PURCHASES***					
-	07-2-61-1000	10	POWER COST - NSPI	**$ 5,352,300**	**$ 5,352,300**	$ 5,175,200	$ 5,253,800	
-			***SUBSTATIONS***					
-			***SUBSTATIONS (3)***					
-	07-2-62-1100	11	LABOUR-UTILITY	**23,300**	**23,300**	22,400	22,400	
-	07-2-62-1200	12	REPAIRS & MAINTENANCE	**20,000**	**20,000**	20,000	20,000	
-	07-2-62-1300	13	TRANSFORMER TESTING	**25,000**	**25,000**	25,000	-	
-	07-2-62-1500		SUBSTATION INSURANCE	**10,100**	**10,100**	10,100	10,100	
-	07-2-62-1600		SUPPLIES	**-**	**-**	-	-	
-				**78,400**	**78,400**	77,500	52,500	
-			***OPERATION & MAINTENANCE***					
-			***SUPERINTENDENCE***					
-	07-2-63-1100	11	MANAGER/PORTION OF SUPER. SALARY	**107,400**	**107,400**	103,200	103,200	
-	07-2-63-1175		STANDY-BY PAY	**-**	**-**	-	-	
-	07-2-63-1200	14	TELEPHONE/ CELLULAR/ INTERNET	**5,000**	**5,000**	5,000	5,000	
-	07-2-63-1400		RADIO REPAIRS/LICENSE	**200**	**200**	200	200	
-			***OVERHEAD***					
-	07-2-63-2100	11	LABOUR - UTILITY	**68,300**	**68,300**	65,600	65,600	
-	07-2-63-2200		SUPPLIES	**5,500**	**5,500**	5,500	5,500	
-	07-2-63-2310	15	VEGETATION MGMT-CONTRACTOR	**100,000**	**100,000**	75,000	75,000	
-	07-2-63-2600		CONTRACTED REPAIRS/FLAGMEN	**5,000**	**5,000**	5,000	1,000	
-			***POLES & FIXTURES***					
-	07-2-63-3100	11	LABOUR - UTILITY	**10,800**	**10,800**	10,400	10,400	
-	07-2-63-3200		SUPPLIES	**3,000**	**3,000**	3,000	3,500	
-			***SERVICES***					
-	07-2-63-4100	11	LABOUR - UTILITY	**25,300**	**25,300**	24,300	24,300	
-	07-2-63-4200		SUPPLIES	**6,000**	**6,000**	4,000	8,700	
-			***STREETS & HIGHWAY LIGHTING***					
-	07-2-63-5100	11	LABOUR - UTILITY	**22,700**	**22,700**	21,800	21,800	
-	07-2-63-5200		SUPPLIES	**1,000**	**1,000**	1,000	1,000	
-			***MAINTENANCE OF BUILDING***					
-	07-2-63-6100	11	LABOUR - UTILITY	**-**	**-**	-	-	
-	07-2-63-6200		FUEL	**6,000**	**6,000**	6,000	6,000	
-	07-2-63-6300		ELECTRIC	**2,200**	**2,200**	2,200	2,200	
-	07-2-63-6310		WATER	**500**	**500**	500	500	
-	07-2-63-6320		SEWER	**700**	**700**	700	700	
-	07-2-63-6400	16	REPAIRS & MAINTENANCE	**5,000**	**5,000**	5,000	4,000	
-	07-2-63-6600	17	RENTAL - VICTORIA ROAD BUILDING	**5,000**	**5,000**	5,000	5,000	

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	ELECTRIC UTILITY OPERATING BUDGET							
				2020/21	2020/21	2019/20	2019/20	
	ACCOUNT #		DESCRIPTION	BUDGET V2	BUDGET V1	BUDGET	PROJECTION	Notes to Budget V2 - COVID crisis
-			***CUSTOMER PREMISES EXPENSES***					
-	07-2-63-7100		ELECTRICAL INSPECTIONS	**15,000**	**15,000**	12,000	15,000	
-			***TRANSPORTATION***					
-	07-2-63-8100		GAS - VEHICLES	**-**	**-**	-	-	
-	07-2-63-8200		REPAIRS & MAINTENANCE	**-**	**-**	-	-	
-	07-2-63-8300		REGISTRATION/INSURANCE	**-**	**-**	-	-	
-				**394,600**	**394,600**	355,400	358,600	
-			***TRANSFORMERS***					
-			***SETTING AND REMOVING***					
-	07-2-64-1100	*11*	LABOUR - UTILITY	**2,600**	**2,600**	2,500	2,500	
-	07-2-64-1200		SUPPLIES	**500**	**500**	500	500	
-			***MAINTENANCE OF TRANSFORMERS***					
-	07-2-64-2100	*18*	LABOUR - UTILITY	**3,100**	**3,100**	3,000	3,000	
-	07-2-64-2150	*18*	CONTRACTED REPAIRS	**40,000**	**40,000**	25,000	40,000	
-	07-2-64-2200	*18*	SUPPLIES	**2,500**	**2,500**	2,500	2,500	
-				**48,700**	**48,700**	33,500	48,500	
-			***METERS***					
-			***SETTING AND REMOVING METER***					
-	07-2-65-1100	*11*	LABOUR - UTILITY	**6,700**	**6,700**	6,400	6,400	
-			***TESTING METERS (EXPENSES)***					
-	07-2-65-2100	*11*	LABOUR - UTILITY	**10,400**	**10,400**	10,000	10,000	
-			***TESTING METERS***					
-	07-2-65-3100	*19*	NSPI CHARGES	**-**	**-**	-	-	
-			***MAINTENANCE OF METERS***					
-	07-2-65-4200		SUPPLIES	**1,000**	**1,000**	1,000	500	
-				**18,100**	**18,100**	17,400	16,900	
-			***GENERAL OVERHEAD***					
-			***SUPERVISION***					
(50)	07-2-66-1100	*20*	PORTION FD SALARY	**5,850**	**5,900**	5,600	5,600	
-			***CONTRACTS***					
(200)	07-2-66-2100	*20*	PORTION OF TOWN OFFICE SALARIES	**18,600**	**18,800**	18,100	18,100	
				24,450	**24,700**	23,700	23,700	
-			***ACCOUNTING***					
-			***ACCOUNTING SUPERVISION***					
(100)	07-2-67-1100	*20*	PORTION FD SALARY	**7,600**	**7,700**	7,500	7,500	
-			***REVENUE ACCOUNTING***					
(600)	07-2-67-2100	*20*	PORTION OF TOWN OFFICE SALARIES	**57,900**	**58,500**	57,200	57,200	
-	07-2-67-2200		PART-TIME OFFICE STAFF	**-**	**-**	-	-	
-			***PLANT ACCOUNTING***					
(400)	07-2-67-3100	*20*	PORTION OF TOWN OFFICE SALARIES	**40,400**	**40,800**	34,600	34,600	
-			***BILLING***					
(400)	07-2-67-4100	*20*	PORTION OF TOWN OFFICE SALARIES	**49,500**	**49,900**	42,400	42,400	
-	07-2-67-4200		SUPPLIES	**8,000**	**8,000**	8,000	8,000	
-			***AUDITING***					
-	07-2-67-5100		AUDIT FEES	**6,500**	**6,500**	6,000	6,500	
-			***COLLECTING***					
-	07-2-67-6050	*21*	ELECTRONIC BANKING SERVICES	**3,000**	**3,000**	3,000	3,000	
-	07-2-67-6100	*20*	PORTION OF TOWN OFFICE SALARIES	**14,800**	**14,800**	14,500	14,500	
-	07-2-67-6200		POSTAGE	**13,500**	**13,500**	12,500	12,500	
-	07-2-67-6300		COLLECTION COSTS (SMALL CLAIM FEES)	**1,000**	**1,000**	1,000	500	
-			***METER READING***					
-	07-2-67-7100	*11*	LABOUR - UTILITY	**31,200**	**31,200**	30,000	30,000	
				233,400	**234,900**	216,700	216,700	
-			***GENERAL***					
-			***SUPERVISION***					
(750)	07-2-68-1100	*22*	PORTION CLERK & DEPUTY'S SALARIES	**76,550**	**77,300**	72,600	72,600	
-	07-2-68-1200	*23*	COUNCIL HONORARIUMS	**50,300**	**50,300**	49,000	49,000	
(1,500)	07-2-68-1300		MEETING PAY	**-**	**1,500**	1,500	1,500	Meeting Pay Roll back for managers during this fiscal year.
-	07-2-68-1400	*24*	COUNCIL CONVENTIONS/TRAINING	**8,000**	**8,000**	3,000	3,000	

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	ELECTRIC UTILITY OPERATING BUDGET							
				2020/21	2020/21	2019/20	2019/20	
	ACCOUNT #		DESCRIPTION	BUDGET V2	BUDGET V1	BUDGET	PROJECTION	Notes to Budget V2 - COVID crisis
-			***PROFESSIONAL SERVICES***					
-	07-2-68-2100	25	ENGINEERING	**20,000**	**20,000**	15,000	7,000	
(5,000)	07-2-68-2200		LEGAL FEES	**20,000**	**25,000**	25,000	20,000	Anticipate costs at 19-20 level
-	07-2-68-2210	25.1	COMMUNICATIONS	**5,000**	**5,000**	5,000	5,000	
-	07-2-68-2300		PAYROLL ADMINISTRATION	**1,500**	**1,500**	1,500	15,000	
-			***ADVERTISING***					
-	07-2-68-3100	26	POWER INTERRUPTIONS & PROMOTIONS	**5,000**	**5,000**	5,000	2,000	
-			***UNCOLLECTIBLE BILLS***					
5,000	07-2-68-4100	27	PROVISION - UNCOLLECTIBLE ACCTS.	**15,000**	**10,000**	10,000	10,000	Possible higher payment defaults due to economic downturn
-			***RENTALS, LIGHTS, ETC.***					
-	07-2-68-5100		OFFICE RENTAL - TOWN	**10,200**	**10,200**	10,200	10,200	
-	07-2-68-5200		SUPPLIES/PRINTING/PAPER	**15,000**	**15,000**	15,000	15,000	
-	07-2-68-5300		POSTAGE	**13,500**	**13,500**	12,500	12,500	
-	07-2-68-5600	28	MAINT & CONTRACT - COMPUTER	**20,000**	**20,000**	14,000	14,000	
-	07-2-68-5700		LEASE - POSTAGE METER	**1,500**	**1,500**	1,500	15,000	
-	07-2-68-5800		SERVICE CHARGES - PHOTOCOPIER	**4,000**	**4,000**	4,000	3,500	
-			***GENERAL INSURANCE***					
-	07-2-68-6100		EMPLOYMENT BENEFITS: CPP & EI	**-**	**-**	-	-	
-	07-2-68-6300		TOWN PENSION	**-**	**-**	-	-	
-	07-2-68-6400		GROUP INSURANCE	**-**	**-**	-	-	
-	07-2-68-6500		WORKERS COMPENSATION	**-**	**-**	-	-	
-	07-2-68-6600	29	INSURANCE	**11,000**	**11,000**	11,000	9,900	
-			***EMPLOYEE WELFARE***					
-	07-2-68-9100		LABOUR - UTILITY (SICKNESS/VACATION)	**-**	**-**	-	-	
-	07-2-68-9200	30	EMPLOYMENT BENEFITS	**51,500**	**51,500**	45,000	45,000	
-	07-2-68-9300		CLOTHING/SAFETY	**500**	**500**	-	-	
-	07-2-68-9400		OTHER EMPLOYEE BENEFITS	**1,000**	**1,000**	1,000	1,000	
-	07-2-68-9450		MEETING - TRAVEL/EXPENSE	**1,500**	**1,500**	1,500	1,500	
(5,000)	07-2-68-9500	31	TRAINING AND MEMBERSHIPS	**10,000**	**15,000**	10,000	10,000	Due to budgetary restrictions limit training budget for year
-	07-2-68-9600		MEETING SUPPLIES	**3,000**	**3,000**	3,000	3,000	
				344,050	**351,300**	316,300	325,700	
-			***OFFICE SUPPLIES/EXPENSES***					
-	07-2-69-1100		TELEPHONE - TOWN HALL	**3,200**	**3,200**	3,200	3,200	
-	07-2-69-1200		FAX MACHINE	**700**	**700**	700	700	
-	07-2-69-1350	33	SMALL CAPITAL - OFFICE EQUIPMENT	**12,500**	**12,500**	12,500	12,500	
-			***REGULATORY COMM. EXPENSE***					
-	07-2-69-3100	34	BD. OF PUBLIC UTILITIES	**8,000**	**8,000**	8,000	8,000	
-	07-2-69-3200	35	CONSULTANT FEES	**5,000**	**5,000**	5,000	2,000	
-				**29,400**	**29,400**	29,400	26,400	
			DEPARTMENT TOTAL	**$ 6,523,400**	**$ 6,532,400**	$ 6,245,100	$ 6,322,800	
-			***DEPRECIATION***					
-	07-2-70-2100	36	DEPRECIATION EXPENSE	**184,500**	**184,500**	203,500	168,000	
-			***INTEREST ON CONSUMER DEPOSITS***					
-	07-2-70-3100		ACCRUED INTEREST EXPENSE	**500**	**500**	500	500	
-			***INTEREST ON LONG-TERM DEBT***					
-	07-2-70-4100	37	BORROWING INTEREST	**32,100**	**32,100**	36,600	36,600	
-			***DEBT REPAYMENT***					
-	07-2-70-5100	37	LONG-TERM DEBT PRINCIPAL	**100,000**	**100,000**	100,000	100,000	
-			**DEPARTMENT TOTAL**	**$ 317,100**	**$ 317,100**	$ 340,600	$ 305,100	
-			***TRANSFERS TO OTHER FUNDS***					
-	07-2-80-1000		***CAPITAL RESERVES***					
-	07-2-80-1200	38	TRF. TO (FROM) CAPITAL RESERVE	**-**	**-**	-	-	
-			**DEPARTMENT TOTAL**	**$ -**	**$ -**	$ -	$ -	
-								
-	07-2-90-0100		**SURPLUS (DEFICIT)**	**$ -**	**$ -**	$ (52,500)	$ -	
	TOTAL EXPENDITURES			**$ 6,840,500**	**$ 6,849,500**	$ 6,533,200	$ 6,627,900	

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NOTES TO ELECTRIC UTILITY BUDGET

1. Effective January 1, 2020 the Utility's kWh consumption rate for power purchases is $0.08819. The Utility's current peak ratchet monthly demand cost for kVa is $119,334. The Utility's current demand rate is $12.445. However, the Utility receives a $0.32 per kVa discount in demand costs for owning its own substation (see table below).

	2020/21 Budget	2019/20 Budget	2018/19 Actual	2017/18 Actual
Purchases (kWh)	44,621,219	43,202,726	44,377,687	41,980,533
Sales (kWh)	42,905,018	41,541,083	42,670,852	40,361,957
Purchases as % Sales	104%	104%	104%	104%
Billed Demand (kVa) monthly	9,842	9,842	9,338	9,947
Annual Demand Cost	$1,432,008	$1,432,008	$1,372,853	$1,416,734
Substation credit Monthly Annually	 $3,149 $37,788	 $3,040 $36,480	 $2,988 $35,856	 $3,183 $38,196

kWh: Kilowatt hour - the basic measurement of power per hour.

kVa: Kilovolt amperes – the basic unit for measurement of apparent power. It is the greatest amount of power, averaged over a 15 minute period, supplied to the Town during the billing period of December, January or February. It is adjusted annually and billed at highest kVa for following year.

Date	Time	Peak (kVa)
January 16, 2012	8:30 am	8,673
January 24, 2013	8:30 am	9,429
January 2, 2014	5:30 pm	9,982
February 11, 2015	9:00 am	9,520
January 13, 2016	10:00 am	9,800
December 16, 2016	5:45 pm	9,947
January 2, 2018	6:45 pm	9,338
February 27, 2019	8:00 am	9,842

The Town's Electric Utility has approximately 2,200 customers in various rate classifications as noted below.

2. #07-1-51-1000 Domestic Service

   Budget based on projected sales and existing rates. There are approximately 1,800 customers billed under the Domestic Service rate. There are 19 customers billed under the Domestic Service Time-of-Day rate.

3. #07-1-51-2000 & 07-1-51-2500 General Service

   Budget based on projected sales and existing rates. There are approximately 250 Small General customers and approximately 165 General Service customers billed under General Service.

4. #07-1-51-3000 Industrial

   Budget based on projected sales and existing rates. The Town has 2 customers billed under this rate.

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5. #07-1-51-4000 Street Lighting

   Budget based on projected sales and existing rates. The Town has approximately 60 customers billed under this rate.

6. #07-1-51-6000 Late Payment Interest

   Interest revenue is based on 1.5% per month on outstanding balances.

7. #07-1-51-7000 Pole Attachment Fees

   An agreement with Maritime Tel & Tel was reached in 1987. Ratio of pole ownership to be shared at 60% Utility, 40% Bell Aliant (formerly MT&T). At that time there were 592 poles (60% Utility = 355 and 40% Aliant = 237). Aliant has not maintained their 40% ownership and pole attachment fees are charged for the difference. Currently there are 1,128 poles. Aliant is charged for the number of poles over the Utility's original 355 (773 poles).

   This revenue budget includes attachment fees of $14.15 per pole for Eastlink Cable (1,169 poles = $16,541) and Bell Aliant (773 poles = $10,938).

8. #07-1-51-8000 69 KV Line Lease

   Lease agreement with High Liner Foods Inc. to lease our 69 KV line for power supplied by Nova Scotia Power Inc. The lease renewed in October 2015.

9. #07-1-52-1000 & #07-1-52-1010 Sale of Services

   Includes wiring permit fees, electrical inspections and any other work performed by the Electric Utility staff for external customers.

10. #07-2-61-1000 Power Purchased

    This is budgeted based on the Utility's power purchase requirements.

11. Labour Utility

    The Town of Lunenburg entered into a service agreement with Nova Scotia Power for the operations and maintenance of the Town's Electric Utility infrastructure. The arrangement was effective June 1, 2018 for a renewable five-year term and will provide a wide range of technical expertise to ensure a reliable and sustainable electricity supply. All on site work is now carried out by Nova Scotia Power personnel. The cost of this service arrangement is allocated within the various cost centers of the Utility.

12. #07-2-62-1200 Repairs & Maintenance Substations

    $20,000 has been included in this budget for routine repairs and maintenance.

13. #07-2-62-1300 Transformer Testing

    There are three transformers at the substation. They require periodic testing. Testing was last completed in 2011/12.

14. #07-2-63-1200 Telephone/Cellular/Internet

    Includes the basic rates, cellular phones for the Corporate Services staff who manage the Utility and internet lines in the Town Office/Electric Department.

15. 07-2-63-2310 Line Vegetation Management Contractor

    It is important that the vegetation be managed to maintain power during weather events. $100,000 has been included for contracted tree trimming and removal as set out in the Town's tree inventory/assessment and Strategic Plan.

16. #07-2-63-6400 Maintenance of Building

    Includes estimate for annual repairs.

17. #07-2-63-6600 Rental Victoria Road Building

    Space is required at the Victoria Road exhibition building for storage of large spools of wire, Christmas decorations, etc.

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18. #07-2-64-2100 to 2200 Maintenance of Transformers

    Budget estimate for maintenance including any required testing for PCB's of older transformers. All line transformers must be tested for PCBs by 2028.

19. #07-2-65-3100 Testing Meters - Third Party Charges

    Included in the fees for the service contract.

20. #07-2-66-1100/2100 and #07-2-67-1100/2100/3100/4100/6100 Portion of Salaries

    Corporate Services' Finance salaries are charged to the Electric Utility for financial services based on actual time spent performing Electric Utility work. The approximated allocations are as follows 55% Finance Director, 45% Town Accountant, 70% Billing Clerk (Finance Officer), 60% Payment Processing (Finance Clerk), 35% Accounts Payable Clerk (Finance Officer) and backup Finance Officer 70%.

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

    This cost is for a portion of the lease of the debit machine located in the Finance Office and one third of all banking fees. This is deemed reasonable based on monthly electric billings vs quarterly billings for other Town Utilities.

22. #07-2-68-1100 Portion Town Manager/Clerk, AMC, Business Coordinator & Secretary Salaries

    The following approximate allocations are included CAO (30%), AMC (30%), Business Coordinator (30%) and one (1) secretary (20%) for provision of Electric Utility administrative services based on actual time spent.

23. #07-2-68-1200 Honorariums

    Includes approximately 1/3 of Honorariums for members of Council who oversee the Electric Utility based on meeting time spent on Electric Utility issues.

24. #07-2-68-1400 Conventions/Training – Council

Portion of Council Conferences (32.5%)	$3,000
Portion of Council Orientation Training – Election 2020 (40%)	$5,000

25. #07-2-68-2100 Engineering

    The budget for Engineering Consulting fees.

25.1 #07-2-68-2210 Communications

    Budget for a portion of AMC salary relating to communications for the Utility.

26. #07-2-68-3100 Advertising

Notices re Power Interruptions	$4,500
Miscellaneous	500
	$5,000

27. #07-2-68-4100 Uncollectible Accounts

    A valuation of aged receivables is performed annually and an allowance for uncollectible accounts is established as per national accounting guidelines. Based on past years' trends, $10,000 has been included in this account.

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

    Includes maintenance and licensing of computers as follows:

PC's	$7,000
Network Server	5,000
Accounting Software License	8,000
	$20,000

    The accounting software license fee is an all-inclusive annual fee for program updates and improvements and IT support for the software. Other departments pay the Electric Utility for a portion of this license fee.

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

    Insurance costs are budgeted at estimated 2019/20 rates.

30. #07-2-68-9200 Employment Benefits

    The Utility reimburses the Town for a portion of the Employment Benefit costs for the Town office staff. This includes a $40/month travel allowance for the Town CAO. This account also includes an accrual for retirement benefits based on the Town's personnel policy.

31. #07-2-68-9500 Training and Memberships

    Includes the following items:

Various staff training, seminars & conferences, as required	$12,000
CPA, NSBS Fees	3,000
	$15,000

33. #07-2-69-1350 Small Capital – Office Equipment

    This has been transferred from the Capital Budget to Operations based on the Town's Tangible Capital Asset threshold of $2,500. Includes replacement computers as required (generally replaced every 3 years). ***This budget includes $5,000 for Council iPad or alternative replacements this year.***

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

    Budgeted at 2018/19 actual of $6,812.

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

    This is for work by consultants in regard to general Electric Utility consulting, as well as rate analysis.

36. #07-2-70-2100 Depreciation Expense

    All capital items are depreciated at an average rate of 3.5%. as per NSURB.

37. #07-2-70-4100 Interest Expense & Long Term Debt Principal #07-2-70-5100

    The Electric Utility has a 20-year debenture for the substation upgrade with Municipal Finance Corporation with an average interest rate 4.319%. This debenture will be re-negotiated after 15 years to determine if a lower rate can be achieved.

Payment	Beg. Balance	Principal	Interest	End Balance
14 of 20	$1,000,000	$100,000	$32,110	$600,000

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

Capital Reserve Fund – *March 31, 2020 Estimated*	
Computer equipment reserve	$ nil
Substation Upgrades	16,000
Reclosurer Replacement	1,600
Transformer Testing	6,400
Surplus equipment proceeds	135,400
Depreciation funds reserve*	400,000
Total Capital Reserve Fund	$559,400

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

2020/21 budgeted at $0, if there is surplus funds at year end a reserve transfer may be considered.

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TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - TOWN GENERAL

DESCRIPTION	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
BUILDING & STRUCTURES											
New Provincial Accessibility Act requiring Municipalities to be completely accessible by 2030 will require financial commitments. Capital budgets will be updated as information becomes better known.											
TOWN HALL											
Elevator							$700,000				
Brick Work					$350,000						
Roof Repair				$350,000							
Tender Package Town Hall Restoration Projects			$50,000								
Council Chamber Air/Heat Pump					$15,000						
LIBRARY											
LUNENBURG ACADEMY											
Exterior Capital Repairs Phase II		$1,500,000	Work began in Oct.2019, project will continue and be completed in fiscal 2020/21. Budget $1.5M balance not expended in 2019-20 will be carried forward to fiscal 2020-21.								
School Bell Restoration				$30,000							
Hand Rail South Side of Academy			$8,000								
Foundation, Brick & Drain Tile Repairs			$200,000								
Landscaping/Public Washrooms/Parking				$950,000							
ANNEX - 17 TANNERY ROAD											
Roof		$10,000									
OLD FIRE HALL											
Windows/Doors			$20,000	$20,000	$20,000						
Roof Trim			$5,000								
ANGUS WALTERS HOUSE											
Capital Maintenance Repairs			$13,500								
PUBLIC WASHROOM											
Replace Windows				$20,000							
CN STATION											
Painting			$7,500								
Capital Repairs - including Garage Door & Siding		$15,000									
		$1,525,000	$304,000	$1,370,000	$385,000	$0	$700,000	$0	$0	$0	$0
EQUIPMENT											
TOWN HALL											
Council IPad or Alternative (funding will include both utilities)		$10,000									
TRANSPORTATION SERVICES											
~~Parking Meters~~		~~$15,000~~									
~~Parking Ticketer~~		~~$15,000~~									
BUILDING INSPECTION											
Joint Building Inspection IT (Townsuite Mapping & Laser Fiche)		$10,000									
ENVIRONMENTAL DEVELOPMENT											
Comprehensive Community Plan		$229,300	Total budget $229,300 approved as $100,000 in 18-19 and $129,300 in 19-20. Project to be finalized in Fall 2020.								
Planning & Mapping Software - deferred during 2018-19 Budget sessions until the completion of the CCP			$27,500								
CCP Capital Project		$10,000									
LIBRARY											
		$259,300	$27,500	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL		$1,784,300	$331,500	$1,370,000	$385,000	$0	$700,000	$0	$0	$0	$0

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TOWN GENERAL

CAPITAL BUDGET DESCRIPTIONS

BUILDING & STRUCTURES

Lunenburg Academy

Exterior Capital Repairs Phase II

The Town began the Lunenburg Academy Restoration Project in September of 2017 and completed the North, West and South elevations in July of 2018. Phase II consisting of the East Elevation (Front) involves extensive restoration work on all aspects of the exterior of the Eastern Façade. The construction phase of this project began in October 2019 and will span two fiscal years with completion in fiscal 2020/21.

Annex

Roof

As outlined in the lease with NSCC, the Town will purchase the roofing material and NSCC will perform the work. This represents the Town's portion of the agreement.

CN Station

Capital Repairs

The building was damaged during snow removal operations during the 2018/19 winter. These are structural and siding repairs that need to be completed this year.

Equipment

Council IPad or Alternative

The current iPads used by Councillors are nearing eight years of age and require updating. With Municipal Elections in October 2020 seven new iPads, or an alternative, will be purchased and provided to Council members to carry out their Council work including the distribution of paperless agenda packages.

Parking Meters

The parking meters require head replacement due to increased use. This is a phased approach to replacement of the heads.

Parking Ticketer

The purchase of an automated ticketer device.

Building Inspection

The Towns of Lunenburg and Mahone Bay, Municipalities of the Districts of Lunenburg and Chester are proceeding with the implementation of a joint building inspection service. A shared mapping and document management program is necessary to integrate systems and achieve a common platform.

Environmental Development

Comprehensive Community Plan

This project is a comprehensive, community based approach to planning for our collective future (Project Lunenburg). Our holistic plan will envision what Lunenburg will look like 40 years, or more, from now. This comprehensive approach will enable the community to establish a vision for its future and implement projects to achieve this vision; help ensure that community projects and programs are thought through, make sense and are the best use of resources; and integrate and link all other plans the community has produced. Project Lunenburg will result in a Comprehensive Community Plan (CCP) and key supporting documents (a new Municipal Planning Strategy, Land Use By-law, and Subdivision By-law).

CCP Capital Project

Initial kick off project for the Comprehensive Community Plant, project unknown at this time.

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FUTURE (2020/21 +) CAPITAL CONSIDERATIONS

Town Hall

Brick work

An assessment of Lunenburg Town Hall was completed a number of years ago determining that the entire envelope required attention. This work would entail repairing of flashings and windows, with the majority of the work being brickwork, either replacement of failed bricks or repointing, cleaning of bricks, repairing of granite sections, etc. This work is labour intensive, noisy and dusty and requires staging and enclosing of work area. The front and side facing the bandstand have been completed are the remainder of the building needs to be completed.

Lunenburg Academy

Foundation, Brick & Drain Tile Repairs

The Town has completed a Lot Development Plan for the exterior grounds surrounding the Academy. Prior to undertaking this work, staff are recommending that the building's foundation be flood-proofed complete with an investigation and appropriate repairs to the foundation's drainage tiles.

Environmental Development

Planning & Mapping Software

Project deferred until the completion of the CCP.

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TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - PUBLIC WORKS

DESCRIPTION	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
LAND											
BUILDINGS & STRUCTURES											
Victoria Road Bldg. - Overhead Door			$4,800								
Victoria Road Bldg. - Paint Siding			$20,000								
Victoria Road Bldg. - Re-Siding					$100,000						
		$0	$24,800	$0	$100,000	$0	$0	$0	$0	$0	$0
SEWERS/POLLUTION CONTROL											
~~Storm Line Tannery Road to Knickle Rd (900 ft.)~~	~~3~~	~~$245,000~~									
Storm Line Knickle to Victoria Rd PW to provide length of project and estimate cost for the video inspection			Cost for Camera inspection to be included in 21-22								
Mains - Broad-Falkland to McDonald									$525,000		
Mains - Cumberland-Kempt to Blockhouse Hill					$225,000						
Mains - Kempt-Lincoln to Lawrence				$500,000							
Mains - Masons Beach (Topmast to 1000' West)								$600,000			
Mains - McDonald-Green to Brook			$300,000								
Mains - Montague-Rum Row to Shipyard							$787,500				
Mains - Pelham-Kaulbach to Duke						$412,500					
Maple - Dufferin to Sandy (Storm)			$300,000								
Morash/Wolff Sewer Upgrades			$135,000								
CSK-3, Churchill and Broad (Storm Diversion)			$35,000								
CSK-4, Churchill and Dufferin (Storm Diversion)				$70,000							
CSK-6, Falkland, Lincoln and Dufferin (Storm Diversion)					$105,000						
Brook Street Storm/Sanitary separation infrastructure finalization	1	$125,000	Dec.19/19 Council approval - funding deadline Mar.31/20, extension request								
CSK-05, Green St., Knickle Rd., Tannery Rd. (Storm Diversion) ***pre-approved Feb.13, 2020***		$60,000									
Upgrade Communication Systems to Pumping Stations	1	$20,000	$12,000	$12,000	$12,000	$12,000	$12,000	$12,000	$12,000		
WWTP - Generator		~~$20,000~~	~~$380,000~~	*This was originally planned as study in 20/21 and installed in 21/22, will now be considered as part of the plant upgrades.*							
WWTP - Outfall Extension			$3,000,000								
WWTP - Improve Treatment Process - Pre-design	1A	$270,000	*Carry over from 2019-20 approved project.*								
WWTP-Additional UV Bank (Jan.15/19)			*Will now be considered as part of the plant upgrades.*								
WWTP -Voltage Reading Monitor at Pumping Station	1	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000	$7,000			
WWTP-Upgrade Rails and Catwalks in Aeration Building	1	$30,000									
WWTP-Replace Lines and Diffusers in Aeration Tanks	1	$388,000	*Approved in 19/20. Work to span two fiscal years. Balance unexpended in 19/20 will be carried forward to 20/21*								
Lift Stations Capital Pump Repairs - pre-approved 20/21 & 21/22	1	$55,000	$45,000								
Check Valve Installation at WWTP	1	$10,000									
Blower Replacements at WWTP (3)			$280,000								
Raw Sludge Pumps (2)	1	$50,000									
Flowmeter study and flow meter at WWTP	2	$50,000									
Flowmeter install at each pump station			$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000
Backflow prevention study for Lift stations	1A	$40,000									
~~Waste Water System Survey & GIS Development (includes all underground infrastructure) *total project $80,000, allocated as 50% Waste Water and 50% Water Utility*~~	~~1A~~	~~$40,000~~									
Sanitary and Storm Master Plan			$200,000								
WWTP Headworks Screen				$600,000							
Flood Study **pre-approved Feb.13, 2020**		$45,000									
Chemical feed pumps (2)			$40,000								
WWTP - Roof Top Air Conditioner			$15,000								
		$1,395,000	$4,389,000	$1,209,000	$369,000	$451,500	$826,500	$639,000	$557,000	$20,000	$20,000

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TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - PUBLIC WORKS

DESCRIPTION	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
RECREATIONAL INFRASTRUCTURE											
Streamed Waste Cans - 3		$9,300									
~~Splash Pad (RFP by Town Staff, reviewed by a consulting engineer) carry over from 2019 20~~		~~$20,000~~									
Splash Pad		$200,000									
		$209,300	$0	$0	$0	$0	$0	$0	$0	$0	$0
PUBLIC TRANSIT											
RENEWALS-SIDEWALKS/CURBS											
Tannery Road Seawall - increased 20/21 budget by $20,000 to finalize project		$70,000									
Duke - York to Lawrence (W)			$15,000								
Pelham - Ship Yard Hill to Town Limits (S)				$90,000							
Townsend - Cornwallis to Kaulbach (S)										$20,000	
		$70,000	$15,000	$90,000	$0	$0	$0	$0	$0	$20,000	$0
NEW SIDEWALKS/CURBING											
Centennial - Harbourview to S-Turn (E)				$20,000							
Centennial - Victoria to Wolff (E)				$25,000							
Centennial - Wolff to Harbourview (E)				$42,000							
Cumberland - Cornwallis to Duke (S)						$31,000					
Dufferin - Churchill to High (W)			$150,000								
Duke - Montague to Pelham (W)										$11,000	
Kaulbach - Pelham to Lincoln (E)					$10,000						
King - Townsend to Creighton (E)						$55,000					
Lawrence - Duke to King (N)							$25,000				
Lincoln - Daycare Entrance to Linden (S)										$80,000	
Lincoln - Hill to Blockhouse Hill Road (N)					$25,000						
Linden - Lincoln to Bluenose (W)					$55,000						
Maple - Churchill to Sandy Hollow (E)								$275,000			
Medway - Linden to Young (N)						$40,000					
Montague - Cornwallis to Duke (N)			$13,000								
Montague - Duke to King (N)			$17,000								
Pelham - Kaulbach to Cornwallis (N)			$25,000								
Pelham - Knaut Rhuland House to Prince (N)			$15,000								
Pelham - Lincoln to Kaulbach (N)					$16,000						
Prince - Fox to Lawrence (E)					$25,000						
Prince - Pelham to Lincoln (W)			$11,000								
Rum Row - Bluenose to Montague (E)						$5,000					
Tannery Road-Knickle to 97 Tannery Road (East), Land purchases, sidewalk construction including planning/design, tree removal and power/communication line relocations		$288,000	Project update TBA								
Stairs - Kaulbach St - Pelham to Montague					$50,000						
Victoria Road - Centennial to James (N/S)							$50,000				
Bluenose Drive to Hopson			$17,300								
		$288,000	$248,300	$87,000	$181,000	$131,000	$75,000	$275,000	$0	$91,000	$0
PAVEMENT RENEWALS (OVERLAY)											
		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

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TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - PUBLIC WORKS

DESCRIPTION	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
STREET RECONSTRUCTION											
~~Duke-Lincoln to Townsend~~		~~$120,000~~									
Prince-Cumberland to Fox			$120,000								
Falkland/Dufferin/Lincoln/Stn Lane							$320,000				
Kempt - Lincoln to Lawrence (WM)				$185,000							
Kempt - Montague to Pelham (WM)				$50,000							
Lawrence - Duke to King			$135,000								
Lawrence - Prince to King			$133,000								
McDonald - Brook to Green (WM)			$135,000								
Masons Beach Rd - Topmast to Town Limits (WM)					$30,000						
Montague - Rum Row to Shipyard (WM)					$450,000						
York - Prince to Hopson				$127,000							
		$0	$523,000	$362,000	$480,000	$0	$320,000	$0	$0	$0	$0
CHIPSEALING											
Hill - Lincoln to Pelham				$7,000							
Kempt - Lincoln to Cumberland				$13,000							
Kempt - Montague to Pelham				$10,000							
Kempt - York to Lawrence				$7,000							
~~Kissing Bridge (Cemetery Hill)~~		~~$60,000~~									
Lane across from Bowling Alley				$15,000							
Sandy Hollow Rd.					$40,000						
Tupper - Brook to Broad			$17,000								
Tupper - Green to Brook			$17,000								
		$0	$34,000	$52,000	$40,000	$0	$0	$0	$0	$0	$0
EQUIPMENT											
Please refer to separate PW Equipment Schedule on the following page											
		$0	$548,000	$251,700	$0	$32,500	$0	$130,000	$150,000	$0	$0
****TOTAL****		$1,962,300	$5,782,100	$2,051,700	$1,170,000	$615,000	$1,221,500	$1,044,000	$707,000	$131,000	$20,000

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TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - PUBLIC WORKS

DESCRIPTION	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
EQUIPMENT											
Chev Truck (93) & Plow											
Condition: Tender awarded Nov.12/19 for replacement with a 2019 International, cost of $187,200, delivery is anticipated April 2020. Once rec'd and in service the '93 Chev will be sold following our Surplus Equipment Disposal policy. Proceeds from sale will be added to the Public Works Equip. Capital Reserve Fund for future capital needs.											
Chev Truck (02) - Salt + Plow			$189,000								
Condition: Repair costs in fiscal 19-20 to Dec.31 = $14,700 for Parts & External Repairs, $2,000 for PW Maintenance Labour, new parts are not easy to source. PW is recommending replacement next year. PW recommendation is that the Town adopt a policy that all trucks should be replaced every ten years.											
International Truck (09) + Plow				$189,000							
Condition: During Fiscal 17/18 and 18/19 repair costs $37,600 for Parts & External Repairs, $9,400 for PW Maintenance Labour. PW recommendation is that the Town adopt a policy that all trucks should be replaced every ten years.											
~~2002 F150 1/2 Ton~~		~~$15,000~~									
Currently needs a new box, however this is the oldest truck in the small vehicle fleet and due to its age and condition recommend disposal in 20/21.											
2011 F250 3/4 Ton											
Inspected until April 2021, PW to evaluate during inspection process regarding replacement.											
Truck for Facilities Maintenance											
Supervisors are frequently without vehicles as priority is given to the crews and the plants. There is an allowance for personal vehicle use, however this appears to have been established for occasional use, not daily use so therefore is in-adequate for the purpose. The supervisors require vehicles daily to do their jobs properly. Recommend re-allocation of 2008 Van to Facilities Superintendent and to be shared with Recreation Dept.											

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TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - PUBLIC WORKS

DESCRIPTION	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
2008 Van - Water Utility											
Current inspection expires (Sept 30, 2020) Recreation department uses van in the summer months for playground checks and maintenance, trail checks and maintenance, setting up and taking down for special events, carrying tools/supplies to and from work sites, miscellaneous tasks that require a vehicle and unable to fit in a car (i.e. moving large boxes), etc. PW recommends disposal when next additional inspection expires in Sept. 2022. Until that time recommend re-allocation of 2008 Van to Facilities Superintendent and to be shared with Recreation Dept.											
2005 Chev 1/2 Ton - Water Utility											
Has just been repaired by PW, inspection renewal required in Dec 2020. Recommend re-allocation of this vehicle to the WWTP Plant for Operator Maintenance Activities and the installation of the lift gate/backrack from the 2002 Ford to this vehicle.											
2009 Dodge 1/2 Ton - previously Electric Utility											
Condition: On June 1, 2018 became surplus in Electric Utility and was repurposed to PW. In Dec.2019 the rear axel failed and has been out of service since. PW recommendation is to dispose of and replace vehicle. Replacement vehicle included in Water Utility Capital Budget.											
Dresser Loader (86)			$350,000								
PW recommends this should be taken off the road because it is 33 years old and very inefficient for operations and very hard to find replacement parts. Recommend replacement in 21/22 and sold as surplus, estimated surplus value $12,000-$15,000. PW recommends purchasing a 2-3 year old Wheel Loader and/or taking advantage of awarded provincial tender already in place with Cat to save cost											
CAT Backhoe (17)									$150,000		
Condition: Purchased in 17-18 at cost of $146,800, estimated life 10 years											
Snow Blower attachment for Backhoe (Streets)									~~$100,000~~		
PW recommendation is that this piece of equipment is not needed and should be removed from the capital budget.											

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TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - PUBLIC WORKS

DESCRIPTION	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
~~Snow Push Blade for Backhoe~~		~~$13,800~~									
This would allow our backhoe to be much more efficient in snow clearing operations.											
~~Backhoe (97) - Cemetery~~		~~$60,000~~									
Condition: Poor, necessary piece of equipment for cemetery operations. On average there are 35 burials per year.											
John Deere Tractor (05) - Cemetery				$25,000							
If contracted mowing is to remain in place for the Cemetery then this piece of equipment may become surplus.											
Leaf Loader (94)						$25,000					
Good condition											
Trackless Sidewalk Plow								$130,000			
Condition: Purchased in 16-17 at cost of $125,900, estimated end of life 9 years left.											
Salt Spreader Plow blade			TBA								
This is a blade for the trackless, it needs replacement. The one currently in use is 21 years old and from the old trackless. Cost for replacement TBA.											
Salt Spreader Trackless (90)			TBA			$7,500					
Condition: poor condition, requires frequent maintenance, currently at end of life and should be replaced in 20/21, cost TBA.											
Trackless Snow Blower (sidewalks)				$10,000							
New gearbox installed, should be good for some time.											
Diesel Plate Tamper											
Condition: Purchased in 18-19 at cost of $15,600, estimated life 20 years.											
Asphalt Roller (ride-on)											
Condition: New purchased in 19/20 at cost of $40,300, estimated life 20 years.											

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TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - PUBLIC WORKS

DESCRIPTION	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
~~Power Concrete Screed~~		~~$3,200~~									
Required for any concrete work, sidewalks and slabs											
Concrete Mixer (85)			$3,000								
Portable Generator (92)			$3,000								
Rods for the Rod Turning Machine (89)			$3,000								
Sewer Camera											
Condition: New purchased in 19/20 at cost of $9,700, current estimated useful life span, unknown.											
Welder				$2,700							
Wood Chipper				$25,000							
		$0	$548,000	$251,700	$0	$32,500	$0	$130,000	$150,000	$0	$0
Please Note Recreation Equipment											
Lawn Tractor (07)											
Condition: The tractor itself is in reasonability good shape. The implements are beginning to age but has a few years life expectancy left. The tires have been causing a bit of an issue, which may need addressing sooner than replacing the entire machine. Used for: mowing grass, general landscaping, playground maintenance, trail maintenance, snow plowing, seeding and fertilizing soccer/baseball field, pulls trailer, heavy drag on baseball field/track, etc. Trailer (wooden) – been refurbished several times. Only used in Community Centre parking lot. May need to be looked at upgrading to new trailer in the near future. Used for: moving tables and chairs from Community Centre to Arena for special events and rentals, transporting items, carries tools to work sites, etc. Scheduled for replacement in 22/23 for $14,000 as noted on the recreation capital budget.											

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TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - PUBLIC WORKS

DESCRIPTION	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
Ride-On-Mower (12)											
Condition: the rear transmission is leaking oil profusely. Recreation and Public Works staff have both assessed the mower and tried to fix the leaks with minimal luck. Used for: cutting grass on soccer field, baseball field, Academy, Victoria Road park, around skateboard park, pulls trailer, drags baseball field/track, trail maintenance, etc. Currently at end of life. Scheduled for replacement in 20/21 for $25,000 as noted on the recreation capital budget.											

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PUBLIC WORKS DEPARTMENT

CAPITAL BUDGET DESCRIPTIONS

Sewers/Pollution Control

Storm Line Tannery Road to Knickle Rd. (900ft.)

This project will replace badly corroded 48 inch corrugated steel pipe. In fiscal 2018/19, 200 feet that had failed was replaced. *The remaining 900 feet were deferred in 2019-20 due to budget constraints.*

Brook Street Storm/Sanitary separation infrastructure finalization

Final phase of the Brook Street Storm and Sanitary Sewer Upgrades as per the Dec.19, 2019 Council motion. Funding from CWWF expires March 31, 2020 and staff are currently seeking extension approval.

Stormwater management – Green, Knickle, Tannery *pre-approved Feb.13, 2020*

Replace and relocate two catch basins at the intersection of Tannery Road and Knickle Road and connect the leads to the existing storm system on Kinckle Road. This work could also include rerouting two catch basin leads which service half of the driveway loop to Civic 17 Green Street.

Upgrade Communication Systems to Pumping Stations

Replace remote Lift Station PLCs/radios at end of design life, including in Year 1: Communications Path study by KRC Controls, new WWTP PLC to receive SCADA data, and replace Brook St Lift Station PLC and radio with new, budget cost $20,000. Year 2 through 8, replace one Lift Station PLC and radio each year from largest to smallest remote station, budget is an approximate cost of $12,000 each year. This will improve data collection, giving the operators much more accurate, timely, and reliable data from the lift stations, and make troubleshooting easier.

Waste Water Treatment Plant-Improve Treatment Process Pre-Design $270,000

Funding has been received under the PCAP program for the pre-design of changes at the WWTP.

Waste Water Treatment Plant - Voltage Reading Monitor at each pumping station

This equipment will allow for staff, who do site visits to each pumping station, to monitor voltage at each station to ensure staff safety and prevent equipment damage. Year 2 of 8.

Waste Water Treatment Plant – Upgrade Rails and Catwalks in Aeration Building

This is to be the final year of this project, which has been phased over the last few years. Work will replacement and upgrade of the corroded rails and catwalks in the Aeration building for safety purposes. A structural engineer is being engaged to assess the under laying structure of the rails and catwalks. The results of this assessment could impact the budget amount for 2020/21. The results of this assessment will be shared as they become available.

Waste Water Treatment Plant - Replace Lines and Diffuser in Aeration Tanks

This is a pre-approved project. Engineering work began in fall 2019 and equipment has been tendered for manufacture. Installation will occur in spring 2020. This project restore the aeration process back to its original treatment capabilities and will improve effluent quality.

Lift Station Capital Pump Repairs – pre-approved Dec.10, 2019

Estimated capital repair cost of the pumps in the lift stations: $55,000 including net HST.

Check Valve Installation at WWTP

Purchase and install check valve on WWTP emergency overflow pipe. Due to climate change, the WWTP is vulnerable to water coming into the Effluent Lift Station through this pipe. The check valve will protect WWTP equipment during small-magnitude flooding events and prevent unnecessary pumping.

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Raw Sludge Pumps (2)

Replace two Raw Sludge pumps, at end of design life, with new split-stator pump bodies (motors replaced in fall 2019), as well as gauges, to improve pumping efficiency and reduce maintenance time and expense. Planned replacement is necessary to avoid urgent replacement upon failure, as well as give the flexibility to carry out DAF optimization recommendations following operational review.

Flowmeter study and flow meter at WWTP

Install flow meters at the WWTP and at each lift station, including in Year 1: Study to identify feasible options for each lift station, as well as design, and installation for WWTP influent flow meter, budget cost $50K.

Year 2 through 10, install one Lift Station flow meter each year from largest to smallest station, budget cost $20K each year. Regulators require measurements of all flows coming into a WWTP. This will improve flow data for troubleshooting and design.

Backflow prevention study for Lift stations

Carry out Field Study of the existence, condition and performance of the back-flow prevention valves at each lift station to tell if and how seawater is getting in to each of them and determine how it can be excluded. Seawater is suspected to get into several of the lift stations through the emergency overflow structures. This requires extra pumping and causes odours and corrosion in the collection system and WWTP. There will be implementation steps that will be determined from this study, currently as they are unknown there hasn't been any future capital budgets incorporated for same at this time.

Waste Water System Survey & GIS Development (includes all underground infrastructure)

Provide a Survey to locate all water/stormwater/wastewater assets including pipes, manholes and lift stations (where, how deep, photos where visible) to fill in gaps in Town records. All survey records will be added to Geographic Information System (GIS) for electronic storage and accessibility. Funding may be accessed for this work. The GIS records are the basis for Asset Management Planning to allow proactive maintenance, including a Master Plan for Wastewater/Stormwater.

Flood Study *pre-approved Feb.13, 2020*

To create a dynamic flood model for the entire town which could then be used for future work in all areas of the town and could also be enhanced to support public education, emergency measures preparedness etc. The visual impact is also a valuable feature. This would require similar engineering inputs for coastline modeling etc, but once established the model would then be a tool for use in the future. The model would be set up to provide specified outputs for use in the engineering design work for the WWTP.

Recreation Infrastructure

Streamed Waste Stations – 3

Have applied for funding from Region 6 for 50% cost sharing of three new streamed waste stations this year.

Splash Pad (RFP by Town Staff, reviewed by a consulting engineer) *carry-over from 2019-20*

"Request for Proposal" procurement, using the Lunenburg War Memorial Community Centre grounds as the location of the splash pad. Town staff to write a RFP including all functional aspects that will be additionally reviewed by a consulting engineer for technical aspects of the project.

Splash Pad

A splash pad is a dynamic, zero-depth aquatic play area (no accumulation of water) that combines flowing, misting, spraying and jetting. Splash pads have, in recent years, become increasingly popular family recreation destinations in towns and cities of all sizes. While not meant to be a replacement to outdoor pools, they offer a fun water experience and with little to no standing water and non-slip surfaces, they make for a safe environment to play in. They are scalable, allowing them to meet wide-ranging levels of service and budget. The jets and sprays offer an endless combination of choreographed movements and intensity of water spray.

Construction to take place in 2020/21 pending funding from the Lunenburg Community Development Group.

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Renewals-Sidewalks/Curbs

Tannery Road Seawall

The existing timber cribs which support the shoulder of Tannery Road are in very poor condition. These need to be removed and replaced with granite rock. The budget for 2020/21 is proposed to finalize this project.

New Sidewalks/Curbing

Tannery Road - Knickle to 97 Tannery Road (E)

Project update - TBA

Street Reconstruction

Duke-Lincoln to Townsend

The existing street is in poor condition and requires reconstruction.

Chipsealing

Kissing Bridge Road (Cemetery Hill)

The existing street is in poor condition and needs to be resealed to prevent further deterioration of the street surface.

At the February 13, 2020 Council meeting the following motion was approved:
Moved and seconded that staff investigate the cost efficiency of paving vs. chipsealing on Kissing Bridge Road. Motion carried.

The current estimated cost of chipsealing is $14.50/m2. The estimated cost of chipsealing in 2030 is $43.50/m2. The total estimated cost for a 20 year period is $58.00/m2 or 60% of the cost of street reconstruction.

The estimated cost of Street Reconstruction is $97.50/m2 in 2020.
Includes:
- **Excavation for new gravels**
- **Supply and place 12” of Type 2 gravels**
- **Supply and place 6” of Type 1 gravels**
- **Supply and place 3” of asphalt**

Chipsealing generally has to be completed every 10 years, while street reconstruction which provides for an improved road bed generally needs to be completed every 20 to 25 years.

Actual pricing for both chipsealing and street reconstruction depends on tender responses.

Equipment

Replacement ½ Ton Truck

The current 2002 F150 ½ Ton currently requires a new box, however this is the oldest truck in the small vehicle fleet and due to its age and conditions it is recommended for replacement in 2020/2021.

Snow Push Blade for Backhoe

This push blade would allow for much more efficient snow clearing operations.

Backhoe for Cemetery

The current backhoe, utilized primarily for burials, is 21 years old and requires ongoing repairs at significant cost.

Power Concrete Screed

This equipment is necessary to level concrete for sidewalk work.

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Future Capital (2020/21+) Requirements

Building & Structures

Overhead Door – Victoria Road Building

The wooden door on the west side of the blue building is in poor condition and should be replaced with an overhead door.

Sewer/Pollution Control

Blower Replacements at WWTP (3)

Replace three WWTP blowers, nearing end of design life, with new blowers, as well as valves/gauges, to improve aeration efficiency and reduce maintenance time and expense. Spare parts no longer available. Cannot be phased, due to access limitations. Blowers provide air to bioreactor tanks and are critical to WWTP performance.

Sanitary and Storm Master Plan

Produce a Wastewater/Stormwater Master Plan to provide a 20-year Plan of prioritized upgrades to the wastewater and stormwater collection system. This includes developing a computer model of the Town's collection system, then measuring actual flows in key places to calibrate the model. The calibrated model will be used to test where the Town's system is not working as intended, and where sewer separation, repairs or replacement are most effective to prevent community flooding and remove stormwater from the sanitary system. The prioritized 20-year Master Plan will identify projects to fix the issues found, but will not include design of the fixes.

WWTP Headworks Screen

Replace one Headworks Screen and one Compactor, nearing end of design life, with new punched plate Screen, and new Compactor, to significantly improve screening performance, reduce excessively high maintenance time, protect equipment in WWTP and reduce safety risks from confined space entries in headworks. This item may be included in WWTP upgrade.

Renewals-Sidewalks/Curbs

Pelham – Ship Yard Hill to Town Limits (S)

These sidewalks are in poor condition and should be replaced.

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TOWN OF LUNENBURG 10 + YEAR CAPITAL BUDGET - FIRE DEPARTMENT

DESCRIPTION	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	34/35
FIRE FLEET															
Aerial Ladder Truck (15) #1															$2,078,900
Freightliner Pumper (98) #2															replacement in 2041
Pierce Pumper (10) #3										$1,197,200					
Freightliner Rescue (02) #4 - order in 21/22 for delivery in 22/23 - requires pre-approval in fiscal 21/22 to proceed with order			$694,600												
GMC Tanker (00) #5															
GMC Tanker (02) #6 **					$638,200										
Ford Utility (99) #7 ***				$110,300											
Rescue Boat & Trailer (12) #8								$193,900							
Antique - Dodge Hose (33)															
Antique - LaFrance Pumper (29)															
Combined Replacement of #2&#5 - pre-approved item, has been order for delivery in 2020/21. Jun.25/19 Council approval	$755,100														
TOTAL FIRE FLEET	$755,100	$0	$694,600	$110,300	$638,200	$0	$0	$193,900	$0	$1,197,200	$0	$0	$0	$0	$2,078,900
OTHER FIRE EQUIPMENT															
Turn Out Gear										$150,000					
21 Breathing Packs				$170,170											
Turnout Gear Washer *** requesting pre-approval April 28, 2020	$5,400														
Turnout Gear Dryer ***	$9,700														
Floor Scrubber	$5,100														
Aluminum Garbage Bin	$3,800														
Auditorium/Clubroom/Office Floor Replacement		$53,200													
Apparatus Bay Floor Replacement						$90,100									
Vehicle Exhaust Extration System		$100,000													
TOTAL OTHER FIRE EQUIPMENT	$24,000	$153,200	$0	$170,170	$0	$90,100	$0	$0	$0	$150,000	$0	$0	$0	$0	$0
TOTAL FIRE CAPITAL BUDGET	$779,100	$153,200	$694,600	$280,470	$638,200	$90,100	$0	$193,900	$0	$1,347,200	$0	$0	$0	$0	$2,078,900
***District1&2 Funded*															
****Fire Dept Funded*															

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FIRE DEPARTMENT CAPITAL BUDGET NOTES

Truck Replacements

According to the Truck Replacement Study we commissioned, our vehicles should be replaced every 20 years with the exception of our small vehicles which would require more frequent replacement.

Long Term Capital Replacement Plan

Schedule for long-term replacements is included in the budget document.

#1 Aerial
This vehicle was replaced in 2015/16.

#2 Pumper / Tanker
This vehicle was expected to be replaced in 2018/19. However, this replacement is going to be combined with the #5 Tanker which was ordered in 2019/20 and will be delivered in fiscal 2020/21.

#3 Pumper (10)
This vehicle was replaced 2010/11, next replacement 2029/30.

#4 Heavy Rescue (02)
This vehicle is scheduled for replacement in 2022/23, requires pre-approval in fiscal 2021/22 to proceed with order.

#5 Tanker (00)
This vehicle will be replaced with #2 pumper/tanker.

#6 Tanker (02)
This vehicle is expected to be replaced in 2024/25.

#7 Utility (99)
This vehicle is expected to be replaced by LDFD in 2023/24.

#8 Boat (12)
This unit is expected to be replaced in 2027/28.

Other Fire Equipment

Turn Out Gear Washer/Dryer
The purchase of the washer and dryer will be made by the Fire Department to allow for on site washing and drying of the Turn Out Gear.

Floor Scrubber
The floor scrubber would be utilized to clean floors in the apparatus bay as well as the rest of the fire station by the use of different grade scrubbing pads. This device would greatly reduce the time required to currently clean the apparatus bay at the station using the hose/pressure washer/squeegee method currently used. It would also make for cleaning and drying the tiled floors in the rest of the station less time consuming.

Aluminum Garbage Bin
The wooden garbage bin on the Foundry side of the Fire Station requires replacement. Vermin have gained access to the current garbage bin by chewing through the wooden frame. The vermin are using the garbage in the bin as a food source and have a nest under the garbage bin. A neighboring business had their garbage collection refused due to the infestation of vermin until they had a purpose built metal garbage bin constructed. Shortly after this new bin was installed at the neighboring business, it was noted that the garbage at the Fire Station was subjected to a much higher vermin infiltration. The presence of vermin in and around our current garbage bin is a health and safety issue. By replacing the wooden garbage bin with a metal bin, access by chewing through the garbage bin would be denied. Staff are recommending a garbage bin be constructed rather than rented from a garbage collection company. By having a bin constructed, the cost for building versus renting would be covered over a period between 2 to 3 years. By having a metal garbage bin located at the Fire Station, this would counter the current vermin issue that is being dealt with and the garbage collection company will supply locks to keep lids secure which will stop the drop off cycle of garbage from persons outside of the Fire Department who use the current bins to drop off their personal garbage.

Future Capital

Turn Out Gear
35 sets of Turnout Gear, which consisted of helmets, gloves, boots, pants and jackets were replaced in 2019/20. The next scheduled replacement date is 2029/30.

Fire Service Breathing Air Packs (2022/23)
Firefighting Breathing air packs are to be replaced every 10 years according to NFPA 1953.

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TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - RECREATION DEPARTMENT											
	Priority										
DESCRIPTION		20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
BUILDING & STRUCTURES											
ARENA											
Chiller				Chiller - 20 years (2045)							
Bathroom Renovations				$25,000							
Siding - Arena				$75,000							
Roof Exhaust Replacements	1	$10,000									
COMMUNITY CENTRE											
Window Replacement/Repair					$35,000						
Siding - CC						$100,000					
Bathroom Renovations											
~~Gym Floor Refinish - was deferred in 19/20 due to Arena brine repairs~~	~~3~~	~~$30,000~~									
Tarps				Tarps - 10 years (2026)							
		$10,000	$0	$100,000	$35,000	$100,000	$0	$0	$0	$0	$0
GROUNDS/FIELDS											
Baseball Field Fence											
Drywell Baseball Field (3rd Base & Home Plate)											
Skate Park			$40,000								
		$0	$40,000	$0	$0	$0	$0	$0	$0	$0	$0
PARKING LOT											
Parking Lot Improvements				$100,000							
		$0	$0	$100,000	$0	$0	$0	$0	$0	$0	$0
FURNITURE AND EQUIPMENT											
Compressor Overhaul - Arena (every 5 years)					$15,000						
Ice Resurfacer (89)	1	$125,000									
Lawn Tractor (07)				$14,000							
Ride-on Mower (12)	2	$25,000									
		$150,000	$0	$14,000	$15,000	$0	$0	$0	$0	$0	$0
PARKS /PLAYGROUNDS											
Back Harbour Trail - Kinley Drive Access				$18,000							
		$0	$0	$18,000	$0	$0	$0	$0	$0	$0	$0
TOTALS		$160,000	$40,000	$232,000	$50,000	$100,000	$0	$0	$0	$0	$0
Please note - Bike Report has not been incorporated into the capital budget											

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LUNENBURG WAR MEMORIAL COMMUNITY CENTRE COMMITTEE

CAPITAL EXPENDITURES DESCRIPTIONS

Building & Structures

Arena

Roof Exhaust Replacements (2020/21)

The three roof exhaust fans are currently not operational and are over 35 years old. New roof exhausts are necessary to improve ventilation in the building.

Community Centre

Gym Floor Refinish (2020/21)

The gymnasium floor was last refinished 15 years ago in 2005, it was buffered, repainted and recoated. The floor needs to be refinished again.

Furniture and Equipment

Ice Resurfacer (89) (2020/21)

The existing ice resurfacer is a 1989 Olympia. It has given us good service over the past thirty one years but we have had issues over that time with the transmission, the hydraulic system, the starter motor (replaced four times), and the fuel carburetion system. The conditioner, the blade and auger system mounted at the rear of the machine, have also been replaced. We are fortunate that our staff are well versed in mechanical repairs plus we have had the benefit of hydraulic/automotive technicians in the local area to call upon when the problem is beyond the scope of our own staff. We are reaching the point where the condition of the machine makes repairs very challenging.

At the Council meeting held on January 28, 2020 Council passed a motion to pre-approve a propane ice resurfacer purchase in the fiscal year 2020/2021 estimated to be approximately $125,000.

Ride-on Lawn Mower (2020/21)

A commercial grade mower is required to maintain our soccer field, the ball diamond outfield and track perimeter, the grounds around the Victoria Road playground and tennis courts, and the edging along the Back Harbour Trail. Our current mower was acquired in 2012 and to maintain efficient service replacement is suggested in 2020/21.

Future Capital Considerations

Arena

Bathroom Renovations (2022/23)

To update the painting, flooring, toilets, sinks and countertops, where required.

Siding (2022/23)

The siding is in poor condition and requires replacement

Community Centre

Window Replacement Repair (2023/24)

There are four locations where the windows are needing to be replaced due to deterioration. The areas have been prioritized based on current condition. The fitness studio and meeting room on the second floor are budgeted for the 2023/24 year due to water damage that is currently an issue from external leakage coming into the building. The kitchen windows and recreation office are also in need of replacing; however, the priority is required for upstairs windows.

Siding (2024/25)

The siding is in poor condition and requires replacement.

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Parking Lot Improvements (2022/23)

The Community Centre parking lot is a well-used and critical parking space for the Town of Lunenburg. This parking lot requires large areas of patch work to keep it in good shape and prevent further deterioration.

Furniture and Equipment

Compressor Overhaul (2023/24)

As the arena operates with just one compressor, it is critical that it be maintained on a regular basis to minimize the likelihood of a breakdown during the ice season. One important component of the maintenance routine is a complete overhaul carried out by a refrigeration technician every five years. This task normally takes about five days and done during the summer months.

Ride-on Lawn Tractor (2022/23)

A commercial grade mower is required to maintain our soccer field, the ball diamond outfield and track perimeter, the grounds around the Victoria Road playground and tennis courts, and the edging along the Back Harbour Trail.

Parks/Playgrounds

Skate Park (2021/22)

For a concrete new half pipe, estimated cost of $40,000 for a 40 ft wide mini ramp with similar dimensions of the current setup. Currently a community group is actively fundraising, if their efforts warrant this project may be brought forward sooner for Council's approval.

Back Harbour Trail access from Kinley Drive (2022/23)

The Active Transportation Committee is recommending the creation of a new access point to the Back Harbour Trail from the base of Kinley Drive. A large apartment complex is situated close to this location and a lot of seniors reside in this neighbourhood. Therefore, having a safe, easily negotiated access point to the trail will encourage greater use by residents in this area. They are seeking a safe route to travel and walk for leisure or to provide access to the downtown and shopping area without having to deal with steep hills and vehicular traffic.

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TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - WATER UTILITY

DESCRIPTION	Priority	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
LAND PURCHASE		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
GENERAL											
New Services	1	$7,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
Replacement Hydrants	1	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
Replacement Meters	1	$5,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
		$22,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
DISTRIBUTION MAINS											
Water System Survey & GIS Development (includes all underground infrastructure)		$40,000									
Broad-Falkland to MacDonald									$420,000		
Cumberland-Kempt to Blockhouse Hill					$180,000						
Kaulbach-Bluenose to Lawrence											
McDonald-Green to Brook			$255,000								
Kempt-Lincoln to Lawrence				$400,000							
Kempt-Lincoln to Lawrence (design & tender documents)			$50,000								
Masons Beach (Topmast to 1000' west)								$480,000			
Montague-Rum Row to Shipyard							$630,000				
Pelham-Kaulbach to Duke						$330,000					
		$40,000	$305,000	$400,000	$180,000	$330,000	$630,000	$480,000	$420,000	$0	$0
BUILDING IMPROVEMENTS											
Chlorinator	1	$70,000									
Road Improvement -Intake House ***pre-approved April 14, 2020***	1	$10,000									
Pump House - Dares Lake-Interior Steel Repair/Gutters ***pre-approved April 14, 2020***	1	$4,000	$18,000								
WTP -Paint and Reseal 2 Roof Vents	1	$5,000									
Dam Safety Inspection	1	~~$12,000~~							$12,000		
Geotechnical Investigation (Dam/Spillway)		$15,000									
Downstream channel assessment, hydrologic/hydraulic modelling, field surveys		$17,500									
Design of Dam and downstream channel rehabilitation, approvals		$30,000									
Repair Spillway Dares Lake	1	~~$150,000~~	$275,000								
		$151,500	$293,000	$0	$0	$0	$0	$0	$12,000	$0	$0
FURNITURE AND EQUIPMENT											
Chlorine Detectors				$6,000							
Diesel Fuel Tank											
Half Ton Trucks (2) - used	1	$25,000									
Membrane Replacement			$154,300	$154,300							
Pump #1 (small)			$10,000								
Pump #2 (medium)				$12,000							
Pump #3 (large)					$14,000						
Pneumatic Cleaning System on Intake Screen				$35,000							
		$25,000	$164,300	$207,300	$14,000	$0	$0	$0	$0	$0	$0
****TOTALS****		$238,500	$792,300	$637,300	$224,000	$360,000	$660,000	$510,000	$462,000	$30,000	$30,000

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WATER UTILITY

CAPITAL BUDGET DESCRIPTIONS

General

New Services
If a new water service is required, the cost of the service installation is allocated to this account. This item is placed in the budget yearly in the event that a new installation is required.

Hydrants
New hydrants are installed as required and funds placed in the budget yearly in the event a new hydrant is required.

Meters
If a new water meter is required, the cost of the meter is allocated to this account. This item is placed in the budget yearly in the event that a new meter is required for a new water service. Also, meters can slow down or stop working. This is identified during the billing cycle when consumption variances are monitored.

Building/Infrastructure Improvements

Chlorinator

This project will disconnect pressurized lines that are no longer required for transmission from the main water transmission line. This project will eliminate the possibility of a major leak from the water system.

Road Improvement to Intake House Road ***Pre-approved April 14, 2020***

Improvements are required to the access road to the Water Intake House. These repairs will include a new cross culvert and ditching on both sides of the road. The work will be done by PW forces and is high on their priority list. The purpose of the work is to prevent water ingress into the pump house.

Pump House Dares Lake-Steel Beam Repair and Gutter Installation
Pre-approved April 14, 2020

The steel columns at the pump house require repairs due to water infiltration, this project will make the building water tight. There will also be gutters installed on this building in order to direct water disbursement.
This project and the Road Improvement project are related, PW to complete the road work first to get water diverted and then fix the building.

Water Treatment Plant

The air intakes at the Water Treatment Plant require painting and flashing repairs.

Dam and Spillway

Staff are seeking pre-approval of the following projects for investigations, survey, modelling design, construction and administration as part of the 2020/21 and 2021/22 budgets.

2020
Geotechnical Investigation - $15,000
Downstream channel assessment, hydrologic/hydraulic modelling, field surveys - $17,500
Design of Dam and downstream channel rehabilitation, approvals - $30,000

2021
Repairs to Dam and Spillway - $250,000
Construction Administration - $25,000

Project timeline:
2020
February 13th – Council pre-approves project to move forward.
February to June – Design development, geotechnical investigation, survey, detailed hydrologic modelling.
June to July – Consult with NSE to confirm requirements for future water withdrawal permit, construction permit, and flora and fauna assessments.
*July to Septembe*r - Modelling and document preparation for water withdrawal permit.
August to October – Detailed design for spillway, dam, downstream channel, site grading at pumphouse, tender documentation preparation with Class A estimate.
November to December – Issue for tender, review submissions, make recommendation
2021

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January - Award construction project, execute contract with contractor
March to October – site preparation, contract mobilization, materials stockpile, complete in channel works, complete dam works, downstream channel improvements
June to October – complete water withdrawal documentation, consolidate, submit application, obtain permit
November– Town receives dam, operates and monitors

Furniture and Equipment

Half Ton Truck

This will replace the Chev 2005 Truck which is utilized by department staff.

Future Capital

Distribution Mains

Kempt – Lincoln to Lawrence (design & tender documents)

The 6 inch waterline that services Kempt Street is an old cast iron line that has had issues in the past and should be replaced

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TOWN OF LUNENBURG 10 YEAR CAPITAL BUDGET - ELECTRIC UTILITY

DESCRIPTION	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
BUILDING & STRUCTURES										
Capacitor Bank at Substation or Distribution	$480,000	*Carry forward project from 2019-20*								
	$480,000	$0	$0	$0	$0	$0	$0	$0	$0	$0
UTILITY LINE WORK										
Meters	$15,000	Need to determine if utility is going to move to smart meter technology.								
Overhead Conductors	$125,000	$125,000	$125,000	$125,000	$125,000	$125,000	$125,000	$125,000	$125,000	$125,000
Poles & Fixtures	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000
Services	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000
Street Lighting	$30,000	Street Light conversion plan to LEDs required.								
Transformers - Line	$70,000	$70,000	$70,000	$70,000	$70,000	$70,000	$70,000	$70,000	$70,000	$70,000
	$315,000	$270,000	$270,000	$270,000	$270,000	$270,000	$270,000	$270,000	$270,000	$270,000
FURNITURE AND EQUIPMENT										
Network Printer/Copier - Town Hall (Council)		$12,000								
Network Printer/Copier - Town Hall (Finance)		$10,000								
Phone System					$14,000					
Town Network Computer Server			$14,000				$14,000			
	$0	$22,000	$14,000	$0	$14,000	$0	$14,000	$0	$0	$0
****TOTALS****	$795,000	$292,000	$284,000	$270,000	$284,000	$270,000	$284,000	$270,000	$270,000	$270,000

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ELECTRIC UTILITY

CAPITAL BUDGET DESCRIPTIONS

Building & Structures

Capacitor Bank at Substation – carry forward from 2019-20, progress was delayed due to Dorian and sourcing other possible distribution solutions. Staff are actively working on possible paths forward and hope to be able to provide a fuller update for Council soon.

Installation of capacitors inside the main substation (in the form of a three phase, 69kV capacitor bank). This will require the expansion of the substation (moving the perimeter fence), the reconfiguration of the overhead 69kV conductors and the addition of a new circuit breaker, disconnect switches, capacitor switcher, protective relays, etc. A 69kV, 4000kVAR capacitor bank is estimated to significantly reduce the total kVA demand charges resulting in a total cost saving of approximately $400,000 annually. The capital cost to design, purchase, install, test and commission a 4000kVAR capacitor bank and associated equipment is estimated to be $480,000 indicating a payback of just over one year, with annual savings of over $400,000 per year thereafter. This project requires NSUARB approval and is to be financed with a capital borrowing.

Utility Line Work

****Feb.6, 2020 please note this draft budget only contains standard annual maintenance capital projects. There may be additions required in upcoming versions.**

Meters

In 2017 the Utility began the first of a multi-year Smart Meter conversion program. Approximately 300 meters were swapped. Additional Smart Meter conversions are currently on hold while other capital priorities are completed. The 2020/21 budget for meters allows for the purchase of any replacement meters that are required during the fiscal year.

Overhead Conductors

This item is for yearly replacement, as well as new and emergency repairs.

Poles & Fixtures

This item is for yearly replacement, as well as new and emergency repairs.

Services

For replacement and new installation of overhead service wires and fixtures (both residential and commercial).

Street Lighting

In 2008 the Provincial government required all NS municipalities to convert to LED street lighting by December 31, 2022. At the time of a report in 2014, the Town had already installed 85/581 LED street lights. Council adopted a replace as fail approach, replacing HPS street lights with LED's if the former failed and could not be repaired. The replacement cost and limited warranty of LED street lights was not cost effective for a one-time 100% conversion by the Electric Utility. Since then, LED prices have significantly decreased with more suppliers and products available. In early 2018 a street light count determined that in the Town there are now approximately 67 LED street lights in "Old Town"; and 111 in "New Town"; totaling 178/581 LED.

In the Old Town Lunenburg the current practice is to replace High Pressure Sodium street light bulbs with new or refurbished HPS lights in response to property owner concerns regarding the Kelvin intensity of LED street lights. This also allows street light fixtures to be reused and not sent to solid waste or metal recycling. In New Town and elsewhere failed HPS street lights are replaced with LED street lights without property owner concerns. We have not recently resurveyed all street lights to determine the current LED/HSP ratio. If the current street light conversion practice Council approved does not change, the 2022 Provincial deadline will not be achieved. It would be advisable to notify the Province of same and rationale as noted above.

Transformers – Line/Installation

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

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TOWN	Project	Budget Cost	Funding	Source
Buildings & Structures				
	Annex Roof	$10,000	$10,000	Deed Transfer Taxes
	CN Station - Capital Repairs including Garage Door & Siding	$15,000	$15,000	Deed Transfer Taxes
Equipment				
	Council IPad or Alternative	$10,000	$10,000	Water & Electric Utility Funding
	~~Parking Meters~~	~~$15,000~~	~~$15,000~~	~~Parking Meter Capital from Revenue~~
	~~Parking Ticketer~~	~~$15,000~~	~~$15,000~~	~~Parking Meter Capital from Revenue~~
	Joint Building Inspection IT (Townsuite Mapping & Laser Fiche Software Upgrades)	$10,000	$10,000	Capital from Revenue
	CCP Capital Project	$10,000	$10,000	Capital Borrowing
Public Works Infrastructure				
Wastewater				
	Green St., Knickle Rd., Tannery Rd. (Storm Diversion) ***pre-approved Feb.13, 2020***	$60,000	$60,000	Deed transfer tax
	~~Storm Line Tannery Rd to Knickle Rd (900 Feet)~~	~~$245,000~~	~~$245,000~~	~~Capital Borrowing~~
	Upgrade Communication Systems to Pumping Stations	$20,000	$20,000	Gas Tax
	WWTP -Voltage Reading Monitor at Pumping Station	$7,000	$7,000	Gas Tax
	WWTP-Upgrade Rails and Catwalks in Aeration Building	$30,000	$30,000	Deed transfer tax
	Lift Stations Capital Pump Repairs ***pre-approved Dec.10/19***	$55,000	$55,000	Gas Tax
	Check Valve Installation at WWTP	$10,000	$10,000	Deed transfer tax
	Raw Sludge Pumps (2)	$50,000	$50,000	Gas Tax
	Flowmeter installation program	$50,000	$50,000	Gas Tax
	Backflow prevention study for Lift stations	$40,000	$40,000	Gas Tax
	~~Waste Water System & GIS Development (includes all underground infrastructure)~~	~~$40,000~~	~~$40,000~~	~~Possible Grant funding - project to move forward if funding is secured.~~
	Flood Study ***pre-approved Feb.13, 2020***	$45,000	$45,000	Deed transfer tax
Recreational Infrastructure				
	Splash Pad	$200,000	$200,000	Grants & Donations
	Streamed Waste Cans	$9,300	$9,300	50/50 Grant & Capital from Revenue
Renewals - Sidewalks/Curbs				
	Tannery Road Seawall - Final Stage	$70,000	$70,000	Deed Transfer Tax
	Bluenose Drive - Beautification Project	$10,000	$10,000	Deed Transfer Tax
New Sidewalks/Curbing				
Staff report from April 14 for further consideration April 28	Tannery Road-Knickle to 97 Tannery Road (East)	$288,000	$288,000	Deed Transfer Tax $115,000 approved 19-20, capital borrowing for balance $173,000
Street Reconstruction				
	~~Duke - Lincoln to Townsend~~	~~$120,000~~	~~$120,000~~	~~Capital Borrowing~~
Chipsealing				
	~~Kissing Bridge (Cemetery Hill)~~	~~$60,000~~	~~$60,000~~	~~Capital Borrowing~~
Public Works Equipment				
	~~PW 1/2 ton Replacement (2002 vehicle)~~	~~$15,000~~	~~$15,000~~	~~Capital from Revenue~~
	~~Backhoe - Cemetery~~	~~$60,000~~	~~$60,000~~	~~Capital Borrowing~~
	~~Snow Push Blade for Backhoe~~	~~$13,800~~	~~$13,800~~	~~Capital from Revenue~~
	~~Power Concrete Screed~~	~~$3,200~~	~~$3,200~~	~~PW Equipment Reserve~~
Fire Department				
	Pumper # 2 Replacement (#5 removed from fleet) ***pre-approved June 25, 2019***	$755,100	$755,100	District 1 & 2 = $377,550 and Town funding $50,000 Water Dividend & Borrowing $327,550
requesting pre-approval April 28	Turnout Gear Washer	$5,400	$5,400	Fire Dept. - 100% funding
	Turnout Gear Dryer	$9,700	$9,700	Fire Dept. - 100% funding
	Floor Scrubber	$5,100	$5,100	Capital from Revenue & 50% funding requested from Fire District 1 & 2
	Aluminum Garbage Bin	$3,800	$3,800	Capital from Revenue & 50% funding requested from Fire District 1 & 2
Community Centre/Arena				
	Arena - Roof Exhaust Replacements	$10,000	$10,000	Deed Transfer Tax
	~~Gym Floor Refinish~~	~~$30,000~~	~~$30,000~~	~~Deed Transfer Tax~~
	Ice Resurfacer	$125,000	$125,000	Reserve $52,000 + external sources $73,000
	Ride on Mower	$25,000	$25,000	Capital from Revenue $10,000 & General Reserves $15,000
		$1,938,400	$1,938,400	
	Town Capital Funding Summary 2020/21		**Total**	
	Operating Revenue		$29,150	
	Gas Tax		$222,000	
	Deed Transfer Tax		$375,000	
	Town Reserves		$67,000	
	Water Dividend		$50,000	
	Utilities		$10,000	
	Fire District & Department		$397,100	
	Grants & Donations Estimate		$277,600	
	Borrowing Estimate		$510,550	***Includes pre-approval of $327,550 for Fire Truck***
			$1,938,400	

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TOWN	Project	Budget Cost	Funding	Source
2019/20 Approved Capital Projects, only the unexpended 2019/20 balances be carried forward to fiscal 2020/21 - pre-approved				
Buildings & Structures				
	Lun. Academy - Exterior Capital Repairs Phase II - carry over of balance from fiscal 2019/20	$1,500,000	$1,500,000	Grants Federal & Provincial $1.2 M, Town Borrowing $200,000, Academy Foundation $100,000
Environmental Development				
	Comprehensive Community Plan - start fiscal 18/19, continued fiscal 19/20, finalize in fiscal 20/21 total budget $229,300, carry forward project balance	$229,300	$229,300	Gas Tax
Public Works Infrastructure				
Wastewater				
	Brook Street Storm/Sanitary separation infrastructure finalization	$125,000	$125,000	CWWF $93,750 and $31,250 Deed Transfer - carry forward from fiscal 2019/20
	WWTP - Improve Treatment Process - Pre-design	$270,000	$270,000	PCAP $135,000 and Gas Tax for balance - carry forward from fiscal 2019/20
	WWTP-Replace Lines and Diffusers in Aeration Tanks, ***Council approved increase to budget on April 14, 2020***	$388,000	$388,000	Gas Tax - carry forward from fiscal 2019/20 $200,000 and capital borrowing for $188,000
Recreational Infrastructure				
	~~Splash Pad RFP process~~	~~$20,000~~	~~$20,000~~	~~Deed transfer tax,~~ ***~~to be carried out by in-house staff~~***
		$2,512,300	$2,512,300	

WATER UTILITY	Project	Budget Cost	Funding	Source
General				
05-2-94-4600	New Services	$7,000	$7,000	Depreciation Funds
05-2-94-4700	Replacement Hydrants	$10,000	$10,000	Depreciation Funds
05-2-94-4800	Replacement Meters	$5,000	$5,000	Depreciation Funds
Distribution Mains				
	Water System Survey & GIS Development (includes all underground infrastructure)	$40,000	$40,000	Reduced roll out, $40,000 budgeted for fiscal 20-21 with 100% funding from the Water Utility Depreciation Funds.
Building Improvements & Construction				
	Chlorinator	$70,000	$70,000	Depreciation Funds
	Road Improvement - Intake House ***Pre-approved April 14, 2020***	$10,000	$10,000	Depreciation Funds
	Pump House - Dares Lake Interior Steel Repair/Gutters ***Pre-approved April 14, 2020***	$4,000	$4,000	Depreciation Funds
	WTP - Paint and Reseal 2 Roof Vents	$5,000	$5,000	Depreciation Funds
	Geotechnical Investigation (Dam/Spillway)	$15,000	$15,000	Depreciation Funds
	Downstream channel assessment, hydrologic/hydraulic modelling, field surveys	$17,500	$17,500	Depreciation Funds
	Design of Dam and downstream channel rehabilitation, approvals	$30,000	$30,000	Depreciation Funds
Furniture and Equipment				
	Half Ton Trucks (1)	$25,000	$25,000	Depreciation Funds
		$238,500	$238,500	
	Water Utility Capital Funding Summary			
	Depreciation Funds	$238,500		
		$238,500		

ELECTRIC UTILITY	Project	Budget Cost	Funding	Source
BUILDING & STRUCTURES				
	Capacitor Bank at Substation or Distribution	$480,000	$480,000	Capital Borrowing
UTILITY LINE WORK				
07-2-75-1680	Meters	$15,000	$15,000	Depreciation Funds
07-2-75-1630	Overhead Conductors	$125,000	$125,000	Depreciation Funds
07-2-75-1640	Poles & Fixtures	$50,000	$50,000	Depreciation Funds
07-2-75-1670	Services	$25,000	$25,000	Depreciation Funds
07-2-75-1650	Street Lighting	$30,000	$30,000	Depreciation Funds
07-2-75-1660	Transformers - Line	$70,000	$70,000	Depreciation Funds
		$315,000	$315,000	
EQUIPMENT & FURNITURE				
	TOTAL	$795,000	$795,000	
	Electric Utility Capital Funding Summary			
07-2-80-1351	Capital Borrowing	$480,000		
07-2-80-1350	Depreciation Funds	$315,000		
		$795,000		

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April 15, 2020

To: Bea Renton
Chief Administrative Officer and Town Clerk, Town of Lunenburg
119 Cumberland Street, P.O. Box 129
Lunenburg, NS, B0J 2C0

Re: Tannery Rd. Greenspace Plan

Services and Pricing:

The quote below is for the creation of a greenspace plan for the coastal park adjacent to the rock wall on Tannery Road in Lunenburg, NS. The purpose of the plan is to provide recommendations for plant species and the location of walkways and vegetation. The plan will be developed based on analysis of the environmental context, the existing park development plan, and the proposed use of the landscape by residents and tourists. Vegetation location and species type will be selected and sited to create aesthetic beauty, tolerate coastal and roadside environmental conditions (high disturbance, salinity, flooding, drought), reduce coastal erosion, absorb stormwater runoff, and preserve the view of the town waterfront and harbour.

Note that care will be taken to use accessible language and visuals, and to emphasize the value of stormwater management features to recharge groundwater, filter stormwater runoff, prevent flooding, and create beautiful green space.

Coastal Action's daily rate for consulting services is $350 per day.

Consultant
Samantha Battaglia, M.Sc. Ecological Design
Stormwater Management Project Coordinator, Coastal Action

Cost of Services:

Task	Description	Time Allocation (Days)	Cost
Project Planning and Site Visit	Initial communication to discuss project details and ongoing communication (including a revision meeting). Field analysis will be conducted at the site to help inform the plan.	1	$350.00
Draft Plan	Draft plan will be based on a site visit, the environmental context, the existing park development plan, and the proposed use of the landscape by residents and tourists. The draft plan will illustrate the location of vegetation, a walkway, and other greenspace elements if needed.	1	$350.00
Revisions and Final Document Production	Draft plan documents will be revised based on recommendations provided at a revision meeting. Final plan documents will include a plant species list, and final plan siting vegetation type/location and walkway location.	1	$350.00
Subtotal Services		**3**	**$1,050.00**
HST (15%)			**$157.50**
Services Total			**$1,207.50**

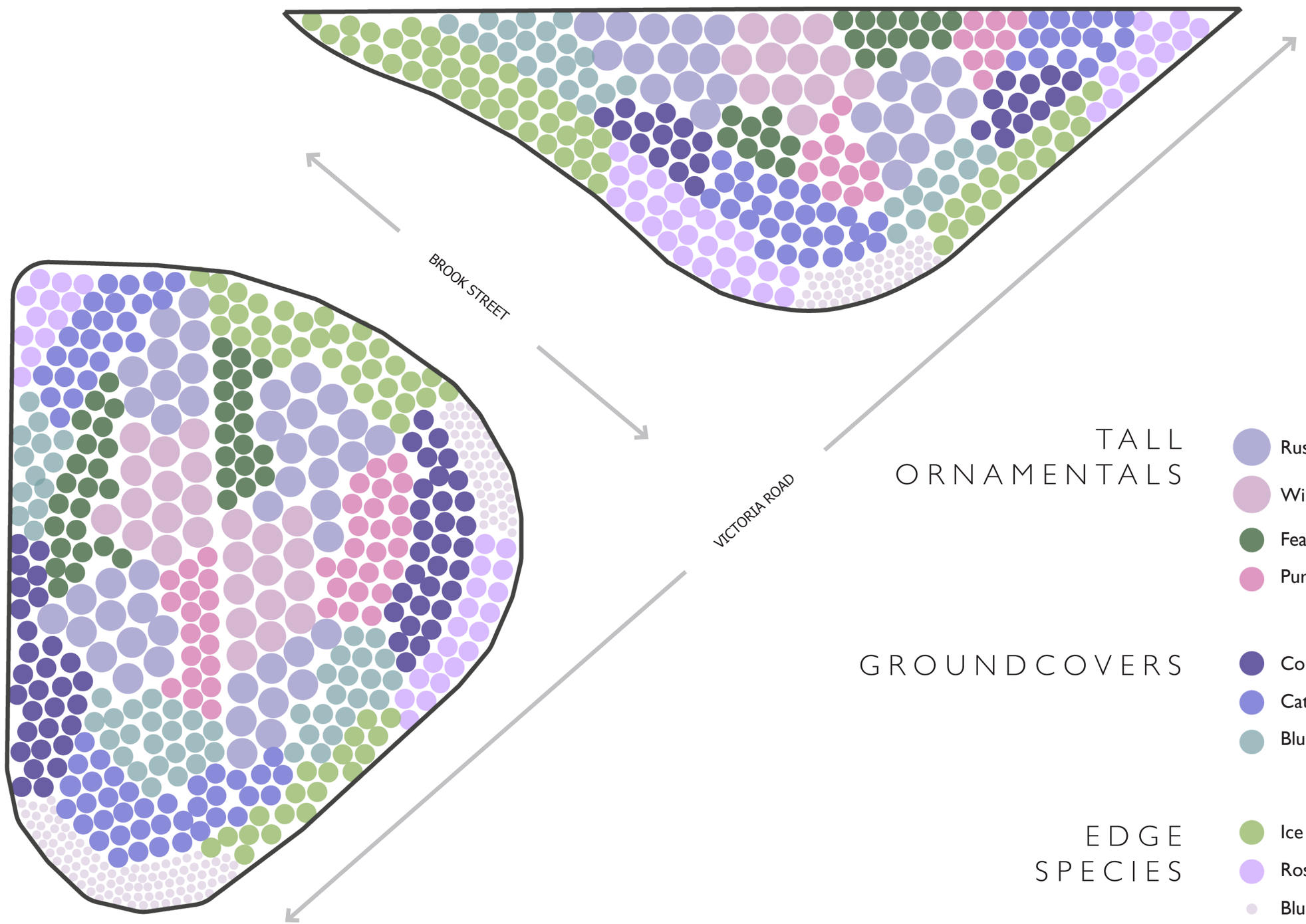
Please feel free to contact me with any questions or concerns at the contact information listed below. Coastal Action would like to thank you for considering us for this work and look forward to hearing back from you in the near future. Thanks!

Sincerely,



Brooke Nodding, Executive Director
brooke@coastalaction.org
Office: 902-634-9977

PLANTING PLAN



TALL ORNAMENTALS

- Russian Sage
- Wild Bergamot
- Feather Reed Grass
- Purple Coneflower

GROUNDCOVERS

- Color Spires
- Catmint
- Blue Dune

EDGE SPECIES

- Ice Dance
- Rose Verbena
- Blue Violet

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COASTAL ACTION
CONSERVATION AT WORK
ESTD 1993

Brook St. Planting Plan
Prepared by : Samantha Battaglia
Spring 2020

Town of Lunenburg
Brook Street and Victoria Road
Lunenburg, NS

PLANTING DESCRIPTION

Plants have been selected to withstand quickly draining soils, full sun, road salt, high alkalinity, deer browsing, and periodic disturbance. Aesthetically the plant palette has been chosen for mid-height vegetation, pink and purple coloured blooms, and a variety of textures with late blooming species and colourful grassesnfor seasonal interest. Selected flowering species have a wide range of blooming times in order to provide forage for pollinators and aesthetic beauty throughout the year.

Many of the flowering species support pollinators by providing :

- Larval food for moth or butterfly caterpillars.
- Fruit for songbirds.
- Flowers that are frequented by beetles, flies, butterflies, hummingbirds, wasps and moths.
- An abiotic host, nectar, or pollen for a broad variety of bee species.

TALL ORNAMENTALS

Russian Sage
Perovskia atriplicifolia



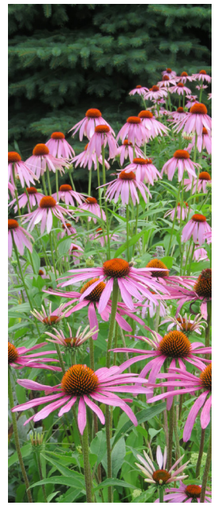


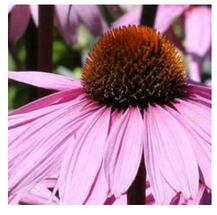
Feather Reed Grass
Calamagrostic acutiflora



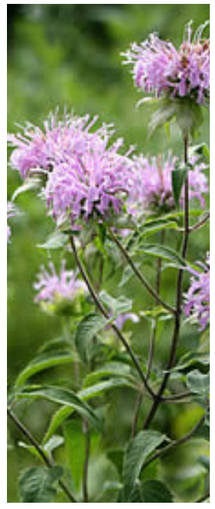


Purple Coneflower
Echinacea purpurea





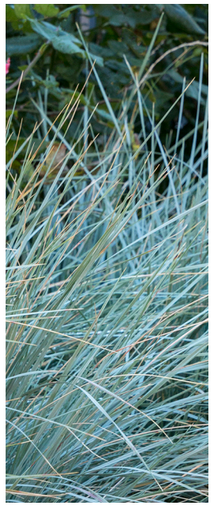
Wild Bergamot
Monarda fistulosa





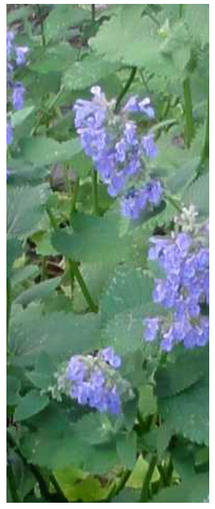
GROUNDCOVERS

Blue Dune
Leymus arenarius





Catmint
Nepeta faassenii





Color Spires 'Violet Riot'
Salvia nemorosa





EDGE SPECIES

Ice Dance
Carex Morrowii



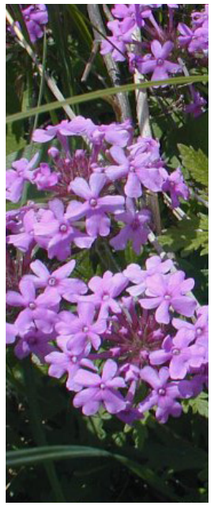


Blue Violet
Viola sororia





Rose Verbena
Glandularia canadensis





PLANT PALETTE

Common Name	Scientific Name	Type	Sun	Moisture	Height (ft.)	Spread (ft.)	Colour	Bloom Time	Notes
Color Spires Violet Riot	*Salvia nemorosa*	herbaceous perennial	part shade	medium	2	2	purple	May - July	Attracts: Birds, Butterflies, Hummingbirds Tolerate: Deer, Rabbits, Salt
Russian Sage	*Perovskia atriplicifolia*	herbaceous perennial	full sun	dry - medium	3 - 5	2-4	lavender	July - October	Tolerate: Rabbit, Deer, Drought, Clay Soil, Dry Soil, Air Pollution
Catmint	*Nepeta faassenii*	herbaceous perennial	full sun - part shade	dry - medium	1-1.5	1.5-3	purple	May - September	Tolerate: Deer, Dry Soil, Shallow-Rocky Soil, Air Pollution
Purple Coneflower	*Echinacea purpurea*	herbaceous perennial	full sun - part shade	dry - medium	43866	1.5-2	purple/pink	June - August	Attracts: Birds, Butterflies Tolerate: Deer, Drought, Clay Soil, Dry Soil, Shallow-Rocky Soil
Wild Bergamot	*Monarda fistulosa*	herbaceous perennial	full sun - part shade	dry - medium	2-4	2-3	pink/lavender	July - September	Attracts: Hummingbirds, Butterflies Tolerates: Deer, Drought, Clay Soil, Dry Soil, Shallow-Rocky Soil, Black Walnut
Rose Verbena	*Glandularia canadensis*	herbaceous perennial (groundcover)	full sun	dry - medium	0.5-1.5	1-2	rose pink/purple	May - August	Tolerate: Drought, Dry Soil, Shallow-Rocky Soil
Common Blue Violet	*Viola sororia*	herbaceous perennial (groundcover)	full sun - part shade	medium	0.5-0.75	0.5-0.75	white, blue	April - August	Larval host plant (moth and butterfly caterpillars feed on folliage), songbirds consume fruit, flowers visited by : flies and butterflies, attracts small carpenter bees (ceratina), small sweet bees (lasioglossum) and mining bees (andrena), viola specialist : Andrena violae
Blue Dune	*Leymus arenarius*	ornamental grass	full sun	dry	2-3	2-2.5	blue/green	July - September	Tolerate : Deer, Drought, Erosion
Feather Reed Grass	*Calamagrostis acutiflora 'Overdam'*	ornamental grass	full sun	medium	2.5-3	1.5-2	green/pink	July - February	Attracts : Birds. Tolerates : Erosion, Wet Soil, Black Walnut, Air Pollution
Ice Dance	*Carex Morrowii*	rush or sedge	part shade - full shade	medium -wet	0.75-1	1-2	broad leaf, varigated, semi-evergreen	April - July	Tolerate: Deer, Heavy Shade, Erosion, Wet Soil

INSTALLATION COSTS

Material / Service	**Amount**	**Cost**	**Notes**
Mulch	2-3 cubic yards	$50.00	Oceanview Nursery typically only charges $50.00 for delivery, no material cost.
Compost	1.4 cubic yards	$80.00	Order by the bucket.
Plants	891 (average cost per plant : $12.50)	$11,137.50	Large plant orders may be eligible for discounts. Installation plants may be eligible for grant funding (especially pollinator and erosion control species).
Material Delivery		$70.00	
Task	**Time Allocation**	**Cost**	**Notes**
Ordering Materials, Coordinating Installation	1 day	$350.00	Installation labour and coordination may be eligible for grant funding.
Planting, Mulching, Watering	2 days	$700.00	
	Sub-total Cost	**$12,387.50**	
	HST (15%)	**$1,858.13**	
	Total Cost	**$14,245.63**	

Budget for Bluenose Drive Green space:

Version 1 – Sea Wall and Picnic tables

Item	Cost per item	# of Items	Total
Lumber for Picnic tables	$150	2	$300
Planters from Project Lunenburg			Repurpose
Class "A"	$24/ton	24tons	$576.00
Gabion rock	$15/ton	72tons	$1,080.00
Granite rock	$28/yard	60yards	$1,680.00
Total			**$3,636.00**

Version 2 – Green Space with Large planters, tables and planting

Item	Cost per item	# of Items	Total
Lumber for Picnic tables	$150	2	$300
Planters from Project Lunenburg			Repurpose
Class "A"	$24/ton	24tons	$576.00
Gabion rock	$15/ton	72tons	$1,080.00
Granite rock	$28/yard	60yards	$1,680.00
Topsoil	$36/yard	40yards	$1,440.00
Sod	$.33/ft	1600ft2	$528.00
Mulch	$55.00/yard	2 yards	$110.00
Plants / Bushes	Various		$300.00
Total			**$6,014.00**

The Lunenburg Academy Foundation Inc. 1981

April 24, 2020

Town Council
Town of Lunenburg
P.O. Box 129
Lunenburg, Nova Scotia, B0J 2C0

Dear Councillors:

I hope this finds you all well during these difficult times in our province. I am writing in follow up to the Lunenburg Academy Foundation's letter of April 7, 2020 requesting a $30,000 grant from the Town.

The Board of Directors of the Foundation recognizes the extraordinary circumstances the Covid-19 pandemic has thrust upon all aspects of our society. In recent days, members of our Executive Committee have been in conversation with Mayor Rachel Bailey, and other Town representatives, regarding the financial challenges both the Town and the Foundation currently face and will face into the future.

We understand and appreciate the Town is actively looking for economies within the Town budget, and that various cuts to expenditures are necessary to safeguard financial stability. These factors informed discussions at our board meeting held yesterday, April 23, 2020.

In the spirit of our longstanding partnership in the very successful repurposing of the Academy, the Foundation wishes to assist the Town in its budget deliberations by reducing our grant request to $15,000.

As you may remember, a grant from the Town is a component of a provincial grant application that is strengthened by contributions from diverse sources and partnerships. An amount from the Town less than $15,000 would seriously lessen the likelihood of success with the provincial application.

We would also request that should the Town's revenue situation improve, either through timely improvements to the economy as it reopens, or through an infusion of financial support from other levels of government, that the Town revisit and reconsider the amount of our original request.

Should Council have any questions or concerns I would be pleased to respond, and in the event Council would like a representative of the Foundation to attend the Council Meeting of April 28, I would be pleased to make myself available.

Yours truly,

Melanie Comstock
President

Burke,
Macdonald
& Luczak
Barristers & Solicitors

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

April 14, 2020

Bea Renton
CAO
Town of Lunenburg

Via Email: Brenton@explorelunenburg.ca

Dear Bea:

Re: Municipal Election 2020

Enclosed herewith is a proposed Resolution of Council for the tariff of fees and expenses to be paid to any person for services and expenses under the Act. This is the same rate as in 2016. Please confirm whether you feel that this is satisfactory or whether they should be increased.

Yours very truly,

BURKE, MACDONALD & LUCZAK

Patrick A. Burke, Q.C.
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RESOLUTION OF COUNCIL
OF THE TOWN OF LUNENBURG

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

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

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

BE IT RESOLVED THAT the following shall be the pay scale for the positions outlined therein for the elections in 2020:

DRO Advance Poll (including training time)	$315.00
Poll Clerk Advance Poll (including training time)	$290.00
Regular Polls (including training) DRO	$220.00
Regular Polls (including training) Poll Clerk	$205.00
Stand-by Service as a substitute (present at poll as second Gretter)	$220.00
Greeter/Facilitator on Election Day	$205.00

#66. TOWN OF LUNENBURG PROCEDURAL POLICY: INTERIM & FINAL TAX BILLING; INTEREST ON ASSESSMENT APPEAL REDUCTIONS; AND TAX COLLECTION/TAX SALE POLICY AS IT RELATES TO REAL PROPERTY

I. PURPOSE

This Policy responds to the requirements of Part VI of the Municipal Government Act as it relates to tax collection. It provides direction for dealing with properties with tax arrears and subject to tax sale proceedings. It sets by policy, interest rates on overdue taxes. It also prescribes dates and methods for interim and final tax billings.

II. POLICY PROCEDURE

1. Interest Rates on Overdue Taxes

The interest rate charged for non-payment of taxes when due is set at ~~2%~~ 1.5% per month for each full month that payment is in arrears. Interest is calculated on outstanding principal amounts at the end of each month, not compounded.

2. Interim Tax Billing

Interim tax bills are issued in April of each year. Billings are based on 50% of the current property assessment multiplied by the previous year's tax rate with a due date of May 1. Interest will be charged on the unpaid interim taxes after that date as provided in paragraph 1 hereof.

3. Final Tax Billing

Final tax bills are issued in August of each year with a due date of September 1. Billings are based on the balance of the property taxes owing after the current year's tax rate is set. Interest will be charged on the unpaid final taxes after that date as provided in paragraph 1 hereof.

4. Interest on Assessment Appeal Reductions

If after final tax bills are issued and paid an assessment appeal court reduces the assessment, resulting in a credit on the account, the account shall also be credited with interest at the Town's banker's prime interest rate less ~~2%~~ 1.5% calculated daily, not compounded from the latter of the due date or date payment was made. This overpayment, including interest, will be refunded to the customer.

5. Tax Collection and Tax Sale Policy

Tax sale procedures should commence in November of each year. All properties that have taxes outstanding for three years will be subject to tax sale. The following process shall be followed:

(1) November 1st - letter sent to all accounts outstanding for the prior fiscal year (one and two years in arrears) advising them that tax sale proceedings will be commenced in the future if satisfactory arrangements are not made for the payment of the account;

(2) December 1st - list prepared in accordance with Section 137 of the Municipal Government Act and certified by the Treasurer;

(3) Following preparation of the tax sale list (#2 above), a "preliminary notice" is sent to those properties on the list giving them thirty (30) days to make acceptable payment arrangements; and

(4) Tax sale proceedings will commence on all properties who fail to make payment or acceptable payment arrangements. Tax sale procedures will then continue as required under the Municipal Government Act Section 139 and sections following as they relate to tax sales.

#71. TOWN OF LUNENBURG PROCEDURAL POLICY: LOW INCOME PROPERTY TAX RELIEF

1. This Policy is established pursuant to Section 69 of the Municipal Government Act and amendments thereto from time to time.

2. In this policy, "income" means a person's total annual income from all sources for the calendar year preceding the fiscal year for which an exemption is sought, and includes the income of all other members of the same family residing in the same household including all other pension or allowances. An allowance paid pursuant to the War Veterans Allowance Act (Canada) or pension paid pursuant to the Pension Act (Canada) is not included in this calculation of income.

3. On application a person whose total annual household income is below the amount set out in the following table is entitled to a partial property tax in the amount set out in the right hand column.

Total Annual Household Income	**Annual Property Tax Relief***
~~$18,000.~~ $19,123. or less	$500.00
~~$18,001. to $19,000.~~ $19,124. to $20,185.	$400.00
~~$19,001. to 20,000.~~ $20,186. to $21,247.	$300.00
~~$20,001. to $21,000.~~ $21,248. to $22,310.	$200.00
Over ~~$21,000.~~ $22,310.	NIL

The amounts set forth in this table ~~may be amended by motion of Town Council from time to time. (*Revised by motion of Council June 17, 2010.)~~ shall be annually adjusted by the prior year's Nova Scotia Consumer Price Index.

4. A person applying for an exemption must file an application, provide proof of income including, but not limited to all applicable current income tax returns and swear an affidavit confirming household income and other relevant information. This application may be amended by Town staff and/or Council as required.

5. Property tax relief applies only to the principal residence of Town of Lunenburg residents. No person may receive property tax relief for more than one property in any fiscal year.

6. Where a property is assessed to more than one person, each assessed owner who qualifies for property tax relief may only receive the portion of the exemption equal to that person's share of the total assessment for the property. Their share will be to be determined from the share shown on the assessment roll. If their share is not shown, it shall be determined by the Treasurer whose determination is final.

7. Applications for property tax relief must be received by September 30 of each year, after which no applications will be considered.

Document No: 6 (a) (v)
Meeting: Apr 28, 2020 Council
Circulate
File:

M E M O R A N D U M

TO: **TOWN COUNCIL**

FROM: **HERITAGE MANAGER**

DATE: **APRIL 24, 2020**

RE: **AMENDMENTS TO BUILDING CODE - RESTAURANTS**

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1. FACTS

On April 14, 2020 Council passed the following motion:

> Motion: moved by Councillor Bachman, seconded by Councillor Mosher that staff provide a report to Council outlining the impact proposed amendments to the NS Building Code Regulations (Schedule "F") will have on the Town of Lunenburg and where the Town stands in this process. Motion carried.

The Town received a letter (Attachment A) from Joe Rogers, Building Code Coordinator, outlining proposed amendments to the Building Code regarding accessibility requirements for restaurants.

2. ISSUES AND OPTIONS ANALYSIS

- Legislation:

As outlined in Attachment A, these amendments are with regard to the Nova Scotia Building Code Regulations. MODL, by contract, administers the Building Code on behalf of the Town. As with any amendments to the Building Code, these amendments, once implement (proposed date of September 30th, 2020), will be administered by MODL's Building Officials throughout the Town.

The amendments are in response to a Human Rights Tribunal Decision as documented in Attachment B presented to Council on February 11, 2020. A letter from the Mayor to Richard Derible, Director, Restorative Initiatives, Nova Scotia Department of Justice is attached in Attachment C. A letter from the Nova Scotia Federation of Municipalities dated December 16th, 2019 is also attached in Attachment C for your review.

• Accessibility Implications:

The proposed amendments are considered the first steps in addressing the Human Rights Tribunal's decision. It clarifies when any new restaurant or when there is a change in use classification (Building Code Classification) that the provisions of the Nova Scotia Building Code Regulations kick-in, including but not limited to, accessibility standards related to barrier-free design. Many Municipal Building Officials have been administering the Code in this fashion and those that have, would not see any changes in this regard.

However, the amendments also require where there is a change within the A-2 Use Classifications to any restaurant use (which is also part of the A-2 use classification) the accessibility standards related to barrier free design also kick-in. The A-2 classification is very broad. Examples include schools, museums, art galleries, restaurants, bars, yoga studios, churches, libraries, courtrooms, bowling alleys and funeral homes. Therefore going from an "art gallery" to a "restaurant" use would not trigger a change of occupancy classification. However, after these amendments are implemented, the accessibility standards related to barrier-free design would kick-in. This represents a change in the administration of the Building Code Regulations.

Another change would occur if, for example, a two storey building has a building area of less than 600 m2, the second storey would not be required to be barrier-free. As such a restaurant could occupy that space currently without meeting the barrier-free requirements. After the amendments that could not happen unless they provided a barrier-free path to the second floor and meet the barrier-free design standards, including an accessible path of entry from street level into and throughout the restaurant, and accessible washroom facilities.

This amendment was designed to do one thing, going forward not allow any new restaurants to be constructed without being in compliance with the Human Rights Ruling. However, as noted in Joe Rogers' letter (Attachment A),

> "These Building Code changes apply to the design, construction, and occupancy of new buildings, and the alteration, reconstruction, removal, relocation, occupancy and change of occupancy classification of existing buildings. As explained above, where a space within an existing building is converted for use as a restaurant, the new requirements within the Building Code would be applicable to the construction of that restaurant.
>
> A process is currently underway to develop a plan to help existing restaurants comply with the Human Rights Tribunal decision - more information on that process will be shared in the next few months."

As noted in Attachment B,

> "Currently, the Building Code is not enforced retroactively. An existing restaurant may continue to operate without being brought up to the current standards of the Building Code if there is no development. New development, such as a new use (occupancy) or a new expansion, triggers a building permit, which then requires the building to be brought up to code. The change being considered would require all eating establishment retroactively to be brought up to code in order to obtain their annual food establishment permit." *(Note: "the change being considered" noted in the quote above was to impose these provisions retroactively on existing restaurants which is not under consideration at this time).*

These Building Code Regulations amendments are considered the first step. The application to apply barrier-free design standards on existing restaurants is not included in this round of amendments. However, it is suggested that these provisions will be brought forward at a later date.

The implications on existing restaurants to meet the barrier-free design standards would be severe for a Town such as Lunenburg, an historic Town located on steep inclines where it is difficult to ensure barrier-free access from the street. Depending on the proposed legislation, the level of impacts could result in many existing restaurants not being approved for their annual food license. The Town's response to these concerns has been submitted as shown in Attachment C.

3. FINANCIAL IMPACT

There are no direct financial impacts to the Municipality. For developers contemplating the development of new restaurants and/or new spaces converted to a restaurant use, will be required to meet the accessibility standards of the Building Code, particular the barrier-free design standards, and may incur additional expense in order to comply. However, the development of a more barrier-free environment is considered a positive step forward.

The Human Rights Tribunal Decision which has not been appealed does not, in itself, change any rules or regulations respecting the accessibility of restaurants. Amendments to regulations are required in order to implement the Tribunal's decision. The Province has, with these proposed amendments to the Building Code Regulations, initiated Step 1 – dealing with new restaurants as well as converted spaces to new restaurant uses. Step 2 – not covered by these proposed amendments, will deal with the accessibility issues of existing restaurants.

We will have to wait until the Province releases there intent with regards to ensuring that existing restaurants meet the Human Rights Tribunal decision. Hopefully, there will be an exemption, that could apply in designated heritage districts/areas or sites that due to their geographical location cannot comply with the barrier-free standards. If not, many restaurants will be required to relocate to

other suitable locations or otherwise close down, and this would have a devastating impact on the commercial fabric of our Town, particularly as a major tourist destination.

4. STRATEGIC PLAN RELEVANCE

The review of provincial statutes is in keeping with:

Strategic Plan Goal #5C E: To develop and update Town By-laws, Policies, Procedures and plans we will encourage the Provincial Government to conduct a full review/update of the MGA with UNSM and Municipal Council's input.

5. RECOMMENDATION AND DRAFT MOTION

The above is for Council's information in regards to their motion of April 14th, 2020. No action is required at this time.

Attachments –

- **A.** Joe Rogers, Building Code Coordinator's Letter dated March 9, 2020;
- **B.** Staff's memo presented to Council on February 11, 2020;
- **C.** Mayor's Letter to Richard Derible, Director, Restorative Initiatives, dated February 20th, 2020.

Acknowledged only by:

Bea Renton
Town Manager/Clerk

Attachment A

NOVA SCOTIA
Department of Municipal Affairs
and Housing
Office of the Fire Marshal

Building & Fire Division
PO Box 231, Halifax Central
Halifax, Nova Scotia
B3J 2M4

Joe Rogers, Building Code Coordinator
Bus: 902-424-8046
Fax: 902-424-3239
e-mail: joe.rogers@novascotia.ca

Rec'd March 9/20

Attention: Chief Administrative Officers

March 9, 2020

Re: Proposed Amendments to the *Nova Scotia Building Code Regulations*

I am writing to give you formal notice of proposed amendments to the *Nova Scotia Building Code Regulations* pursuant to the *Building Code Act*, R.S. N.S. 1989, Chapter 46.

The proposed amendments will require all new restaurants and spaces within existing buildings that are converted to restaurants (as defined within the Food Safety Regulations made under Section 105 of the *Health Protection* Act) to be constructed completely barrier-free in accordance with the *Nova Scotia Building Code Regulations*, including an accessible path of entry from the street level into and throughout the restaurant, and accessible washroom facilities. This change would align the *Nova Scotia Building Code Regulations* with the September 6, 2018 decision by the Nova Scotia Human Rights Tribunal requiring washrooms located within restaurants to be accessible to persons in wheelchairs.

The Office of the Fire Marshal is engaging in a 46-day public notice period beginning March 9, 2020 and finishing on April 24, 2020.

Please find enclosed three copies of the proposed amendments to the Regulations, a questions and answers information document, and a copy of the notice to be published in newspapers within Nova Scotia.

The *Building Code Act* requires that the proposed amendments be circulated to each municipality and be made available to the public. You are being asked to make a copy of the attached documents available at your offices during the public notice period.

Written comments on the proposed amendments to the regulations are welcome and should be forwarded on or before April 24, 2020 to:

Joe Rogers
Building Code Coordinator
Office of the Fire Marshal
P.O. Box 231
Halifax Central,
Halifax, Nova Scotia B3J 2M4

Questions or comments may also be sent via e-mail to ofm@novascotia.ca or by phone at 902 424 5721.

Sincerely,

Joe Rogers
Building Code Coordinator

Schedule "A"

Amendment to the *Nova Scotia Building Code Regulations*
made by the Minister of Municipal Affairs and Housing under Section 4
of Chapter 46 of the Revised Statutes of Nova Scotia, 1989, the *Building Code Act*

1 The *Nova Scotia Building Code Regulations*, N.S. Reg. 26/2017, made by the Minister of Municipal Affairs and Housing by Order dated February 28, 2017, is amended by adding immediately after Sentence 1.2.1.1.(10) the following sentences:

(11) Except as provided in Sentences (8), (9), and (10), if a *building* or part thereof has a change of the *occupancy* classification in Sentence (1) or under Sentence 1.2.1.4.(2), the accessibility requirements in Section 3.8. of Schedule "C" of the regulations, including for *barrier-free* entrances, apply to the construction of the *building* or part thereof undergoing the change.

(12) Where a Group A Division 2 *assembly occupancy building* or part thereof is constructed or altered for use as a restaurant, as defined in Sentence 1.2.1.4.(1), the exemptions in Sentences 3.8.2.3.(1), 3.8.2.7.(2) and 3.8.2.7.(3) under Schedule "C" of the regulations do not apply to the construction of the restaurant part of the *building*.

2 The regulations are amended by adding immediately after Article 1.2.1.3. the following article:

1.2.1.4. Restaurants

(1) For the purposes of this Article and Sentence 1.2.1.1.(12), a restaurant means a restaurant as defined in the *Food Safety Regulations* made under Section 105 of the *Health Protection Act*.

(2) If a Group A Division 2 *assembly occupancy building* or part thereof changes from a non-restaurant use to a restaurant use, the change shall be considered equivalent to a change of *occupancy* classification for the purpose of Sentences (3), or 1.2.1.1.(11).

(3) The exemptions set out in Sentences 3.8.2.3.(1), 3.8.2.7.(2), and 3.8.2.7.(3) under Schedule "C" of the regulations, do not apply to a *building* or part thereof with a change of *occupancy* classification under Sentence (2).

Restaurants and proposed changes to the Building Code

Questions and Answers Guide

Why is the Building Code changing?

The Building Code is changing to align with the Human Rights Tribunal decision that interpreted Section 20 of the Food Safety Regulations to include that washrooms within restaurants are to be accessible to persons in wheelchairs. As the Building Code deals with construction of buildings, including spaces used as restaurants, it is important that all newly constructed spaces that include restaurants comply with this decision.

What is considered a restaurant?

In this context, a restaurant is not currently defined within either the Food Safety Regulations or the Building Code. Amendments to the Food Safety Regulations are required to define restaurant. The Building Code Regulations will use that definition as well. The definition will reference any establishment that serves food to customers and offers space (i.e. seating and tables/counters) for the food to be eaten onsite.

The definition will apply to any traditional restaurants, fast food restaurants, cafe, deli, lunch counter, grocery store, sports facility (such as hockey rinks and bowling alleys), that serve food and seating on site to eat. Establishments that do not offer space for food to be eaten on the premises will not be captured by the definition. Using the same definition is important to ensure that a restaurant under the Food Safety Regulations, and subject to the Human Rights Tribunal decision, is captured in the Building Code.

What about take-out restaurants?

If there is no seating on the premises to eat and the expectation is to pay, pick up your food and take it with you to eat at another location, it would not be considered a restaurant under the proposed definition.

If I want to build a new restaurant what would I need to do?

The new restaurant would be required to comply with the current Nova Scotia Building Code. This would include providing a barrier-free path of travel from the exterior of the building, into the building and through the public portion of the restaurant to a washroom facility. This would apply to new construction or a renovated portion of an existing building where the use is a restaurant.

When do these requirements start?

The expected in-effect date for these requirements is on or after September 30, 2020.

What about existing restaurants?

These Building Code changes apply to the design, construction, and occupancy of new buildings, and the alteration, reconstruction, removal, relocation, occupancy and change of occupancy classification of existing buildings. As explained above, where a space within an existing building is converted for use as a restaurant, the new requirements within the Building Code would be applicable to the construction of that restaurant.

A process is currently underway to develop a plan to help existing restaurants comply with the Human Rights Tribunal decision – more information on that process will be shared in the next few months.

Office of the Fire Marshal March 9, 2020

Building Code Regulations

NOTICE is hereby given that amendments to the *Nova Scotia Building Code Regulations* (the Building Code) made pursuant to the *Building Code Act*, Chapter 46, of the Acts of 1989 are anticipated to be prescribed by the Minister of Municipal Affairs and Housing to come into effect throughout the Province of Nova Scotia on or after September 30, 2020.

The proposed amendments will require any new restaurants (as defined within the *Food Safety Regulations* made under Section 105 of the *Heath Protection Act*), including spaces within existing buildings, to be completely constructed in accordance with the barrier-free requirements contained in the *Nova Scotia Building Code*, including an accessible path of entry into the restaurant from the exterior of the building and access to barrier-free washroom facilities. This will align the *Nova Scotia Building Code Regulations* with the decision by the Nova Scotia Human Rights Tribunal regarding accessibility within restaurants.

Written comments on the proposed amendments to the Regulations are welcome on or before April 24, 2020 and should be forwarded to:

Joe Rogers,
Building Code Coordinator
Office of the Fire Marshal
P.O. Box 231
Halifax Central
Halifax, Nova Scotia B3J 2M4

Copies of the proposed amendments to the *regulations* are available for inspection at offices of Municipal Clerks or Building Officials. Copies are available from the Department of Municipal Affairs and Housing by writing to the above address, emailing OFM@novascotia.ca or by phoning (902) 424-5721.

Honourable Chuck Porter
Minister of Municipal Affairs
and Housing

Document No: 7
Meeting: February 11, 2020
Circulate: Council, BR, HM
File:

M E M O R A N D U M

TO: **TOWN COUNCIL**

FROM: **ARTHUR MACDONALD, HERITAGE MANAGER**

DATE: **FEBRUARY 5, 2020**

RE: **PROVINCIAL HUMAN RIGHTS TRIBUNAL DECISION REGARDING PROPOSED ACCESSIBLE WASHROOM REQUIREMENTS FOR ALL RESTAURANTS**

---

1. FACTS

Jeff Merrill of MODL advised TofL staff of a message from AMANS President regarding accessible washrooms in restaurants as shown in **Attachment "A".** The discussions could have far reaching consequences for restaurant owners and municipalities throughout Nova Scotia.

2. ISSUES AND OPTIONS ANALYSIS

- **Legislation**

The discussions regarding Reed et al. verses Province of Nova Scotia could result in amendments to the Food and Safety Regulations under the Health Protection Act and the Nova Scotia Building Code Act and Regulations. These amendments could require Municipal Building Officials to undertake annual inspections of all eating establishments within their jurisdiction to confirm whether they meet the 2019 Building Code Standards, particularly with regards to accessibility.

Currently, the Building Code is not enforced retroactively. An existing restaurant may continue to operate without being brought up to the current standards of the Building Code if there is no development. New development, such as a new use (occupancy) or a new expansion, triggers a building permit, which then requires the building to be brought up to code. The change being considered would require all eating establishment retroactively to be brought up to code in order to obtain their annual food establishment permit.

- **Recommendations Analysis:**

  I believe it is very important for all municipalities to have the opportunity to express their comments/concerns to the Province before any changes are made in this regard. The potential impacts on historic downtowns throughout the Province is tremendous let alone the potential financial stain it may pose on small local municipalities and restaurant owners. If restaurants are not afforded the economic means to ensure compliance with the 2019 Building Code, they may have to close down completely, move to a new location, or alternatively, be issued an exemption for undue hardship under the Food and Safety Regulations. As this is still being discussed at the Provincial level, the rules and procedures have not been fully developed. However, it has been suggested that the exemption for undue hardship will be for financial hardship only and not factor in historical significance, structural issues or delays from planning or heritage reviews.

  When drafting the new legislation it should be specified that if the modifications are so prohibitively expensive for the eating establishment owner with regards to any heritage legislation or any structural issue, that an avenue for consideration as to whether this meets the threshold of a financial hardship sufficiently enough for an exemption under the Food and Safety Regulations can be considered. For example many of our commercial eating establishments are right on the front lot line with small sidewalks. There is no room on the exterior to accommodate a ramp access. An interior ramp would make the business not-profitable due to the lack of remaining interior floor space. The only solution is to move or close – with limited spaces to move, the only viable solution, in some cases will be to close – not only impacting the business owner but also the limited tax base of the municipality.

  As the Department of the Environment is responsible for administering the Food and Safety Regulations under the Heath Protection Act, they are the body responsible for the issuance of the annual food establishment licenses. Small municipalities do not have the resources nor are they prepared or capable to handle such an assignment. If the concept is to require local Building Officials to undertake annual inspections of all eating establishments under their municipal jurisdiction, additional funding, personnel and training will be required.

  If the Province require these facilities to have an annual provincial license, then the licensing authority, in this case the Department of the Environment, should do the inspections or alternatively, require eating establishments to hire their own Building Code Specialist to provide an Accessibility Report to the License Authority. This arrangement will be similar to QP1's and QP2's with regarding to inspecting and designing on-site disposal systems. The financial burden should not be placed solely on municipalities to administer annual Building Code Accessibility Standards inspections on eating establishments without some form of on-going provincial funding.

There are two (2) options for Council's consideration:

(1) To approve a motion supporting a correspondence to Richard Derible **Attachment "B"** who is leading the working group with Restorative Justice with a copy to Janice Wentzell at AMANS; or

(2) To not approve a motion supporting a correspondence to Richard Derible who is leading the working group with Restorative Justice.

3. FINANCIAL IMPACT

No direct financial implications are associated directly with sending the correspondence. However, the costs associated with the Town administering their Building Officials to undertake these annual inspections could be significant.

In addition, there could be a significant impact on the Municipality's commercial tax income. If eating establishments are required to relocate or close, property assessments on these historic commercial storefront properties could diminish.

There would also be cultural implications. For example, the tourism food sector could also have an impact on the volume of tourism dollars due to the loss of eating establishments. The accommodation sector could also be harmed due to the lack of restaurants. The cultural and streetscape atmosphere may also change due to vacancies along historic commercial storefronts that could no longer accommodate eating establishment uses. All of these would have a dramatic impact on the Town's ability to showcase their UNESCO World Heritage Site.

4. STRATEGIC PLAN RELEVANCE

The review of provincial statutes is in keeping with:

Strategic Plan Goal #5C (e): To develop and update Town By-laws, Policies, Procedures and plans we will encourage the Provincial Government to conduct a full review/update of the MGA with UNSM and Municipal Council's input.

5. RECOMMENDATION AND DRAFT MOTION

To approve a motion supporting a correspondence to Richard Derible **Attachment "B"** who is leading the working group with Restorative Justice with a copy to Janice Wentzell at AMANS.

(Draft letter attached as Attachment "B" to be amended and approved by the Mayor)

Attachments:

- **A.** Message from AMANS President regarding Accessible Washrooms in Restaurants
- **B.** Draft Correspondence to Richard Derible
- **C.** Reed et al. verses Province of Nova Scotia Decision

Acknowledged only by:

Bea Renton
Town Manager/Clerk

ATTACHMENT "A"

Message from AMANS President regarding Accessible Washrooms in Restaurants

A **2018 Nova Scotia Human Right Commission** (HRC) ruling could have far-reaching implications to small businesses and municipalities.

The HRC ruled against the Province in the *Reed et al. v. Province of Nova Scotia, 2018*, and stated that the Province's "administration and enforcement of the *Food Safety Regulations* is in respect of 'the provision of or access to services" in s.5(l)(a) of the *Nova Scotia Human Rights Act*.

The bottom line? The Respondent discriminated against individuals who use wheelchairs for mobility.

As part of the process, a Provincially-led restorative process has been on-going since the fall, with various stakeholder groups working out the implications and details of the ruling, including a new licensing, inspection and enforcement process. While AMANS recognizes that barriers to accessibility are a reality for many Nova Scotians with disabilities, we are concerned that there are many connecting pieces and unanswered questions with respect to this issue which may have far-reaching implications to small businesses and municipalities.

To ensure our voices are heard and our concerns recognized, AMANS and NSFM sent a joint letter on December 13 to Premier Stephen McNeil, with copies to Ministers Chuck Porter, Mark Furey and Gordon Wilson outlining our concerns. The letter, which was jointly authored by NSFM President Pam Mood and myself, asked for the process to be slowed until there is clarity on several issues.

While we are not certain of the direction Government will take, here is what is being discussed:

- That the ruling will apply to all existing and new restaurants;
- That all restaurants are required to have accessible entranceways, pathways and washrooms;
- That approximately 3500 restaurants in the province would fall under this requirement;
- The Standards for Accessible washrooms will be aligned with the 2019 Building Code;
- Restaurants will be asked for proof that they meet the 2019 Building Code for accessibility when they apply to the Department of Environment for their annual food establishment permit renewal;
- Restaurants not meeting the 2019 Building Code will be given a time (three years is being discussed) to comply. At the end of that period, if the restaurant does not comply, it will not be issued its Food Establishment Permit.

Some unanswered questions and concerns we have:

- An exemption for undue hardship is bring considered; however, our understanding is that this will be for financial hardship only and not consider issues such as: historical significance, structural issues that prevent retrofit, or delays from planning commission or heritage advisory committee review.
- The line of accountability for inspection and compliance is also still unclear. Municipalities struggle to find Building Officials, particularly in rural areas, and capacity is a very real issue. There was some discussion that the Province may hire resources for first inspections to determine initial code compliance, but we cannot confirm that. If this is the case, who will be responsible to reinspect to ensure follow-up compliance? The building official will become involved if any required renovations trigger a building permit, however, we are still unsure how small adjustments such as moving a paper towel dispenser would be re-inspected.
- We are unsure what impact this will have on historic downtowns in the Province. Downtowns are vital to many municipalities and modifying some of these structures will be architecturally impossible or prohibitively expensive. The cost to retrofit current spaces could very well outweigh the cost to relocate or close completely.

While there are still many unanswered questions, the AMANS Board felt it was important to inform members of what is being discussed. While AMANS was brought into the restorative process late in the game, we made it a point to raise our concerns, and ask the questions noted above. We want to ensure that there is a balance between what is readily achievable and what is an undue burden. We will keep you apprised of any new information we receive.

Regards,
Mike
Mike Dolter CD, MBA, CPA, CMA
President
Association of Municipal Administrators, NS

ATTACHMENT "B"
Draft Correspondence to Richard Derible
(To be amended and approved by the Mayor)

Richard Derible
Restorative Justice

Dear Mr, Derible,

Re: Reed et al. verses Province of Nova Scotia - Comments for Discussion

I believe it is very important for all municipalities to have the opportunity to express their comments/concerns to the Province before any changes are made in this regard. The potential impacts on historic downtowns throughout the Province is tremendous let alone the potential financial stain it may pose on small local municipalities and restaurant owners. If restaurants are not afforded the economic means to ensure compliance with the 2019 Building Code, they may have to close down completely, move to a new location, or alternatively, be issued an exemption for undue hardship under the Food and Safety Regulations. As this is still being discussed at the Provincial level, the rules and procedures have not been fully developed. However, it has been suggested that the exemption for undue hardship will be for financial hardship only and not factor in historical significance, structural issues or delays from planning or heritage reviews.

When drafting the new legislation it should be specified that if the modifications are so prohibitively expensive for the eating establishment owner with regards to any heritage legislation or any structural issue, that an avenue for consideration as to whether this meets the threshold of a financial hardship sufficiently enough for an exemption under the Food and Safety Regulations can be considered. For example many of our commercial eating establishments are right on the front lot line with small sidewalks. There is no room on the exterior to accommodate a ramp access. An interior ramp would make the business not-profitable due to the lack of remaining interior floor space. The only solution is to move or close – with limited spaces to move, the only viable solution, in some cases will be to close – not only impacting the business owner but also the limited tax base of the municipality.

As the Department of the Environment is responsible for administering the Food and Safety Regulations under the Heath Protection Act, they are the body responsible for the issuance of the annual food establishment licenses. Small municipalities do not have the resources nor are they prepared or capable to handle such an assignment. If the concept is to require local Building Officials to undertake annual inspections of all eating establishments under their municipal jurisdiction, additional funding, personnel and training will be required.

If the Province require these facilities to have an annual provincial license, then the licensing authority, in this case the Department of the Environment, should do the inspections or alternatively, require eating establishments to hire their own Building Code Specialist to provide an Accessibility Report to the License Authority. This arrangement will be similar to QP1's and QP2's with regarding to inspecting and designing on-site disposal systems. The financial burden should not be placed solely on municipalities to administer annual Building Code Accessibility Standards inspections on eating establishments without some form of on-going provincial funding.

In addition, there could be a significant impact on the Municipality's commercial tax income. If eating establishments are required to relocate or close, property assessments on our historic commercial storefront properties could diminish.

There would also be cultural implications. For example, the tourism food sector could also have an impact on the volume of tourism dollars due to the loss of eating establishments. The tourism accommodation sector could also be harmed due to the lack of restaurants. The cultural and streetscape atmosphere may also change due to vacancies along historic commercial storefronts that could no longer accommodate eating establishment uses. All of these would have a dramatic impact on the Town's ability to showcase their UNESCO World Heritage Site.

I wish to thank you for your time in considering this discussion. We look forward to working with you to resolve this important issue as we strive to ensure our built environments are more accessible to all. As you can see, there are many issues associated with this discussion and the sooner we bring in all municipal units to have an open and respectful dialog the better it will be for all. Looking forward to finding an admirable solution to this important topic.

Respectfully Submitted,

IN THE MATTER OF: A complaint under the Nova Scotia *Human Rights Act*, R.S.N.S. 1989, c. 214

AND

IN THE MATTER OF: Board File No. 51000-30-H16-1629

BETWEEN:

WARREN REED, BEN MARSTON, PAUL VIENNEAU, JEREMY MACDONALD AND KELLY MCKENNA

Complainants

AND

PROVINCE OF NOVA SCOTIA (DEPARTMENT OF ENVIRONMENT), AND/OR PROVINCE OF NOVA SCOTIA OR CAPITAL DISTRICT HEALTH AUTHORITY

Respondent

AND

NOVA SCOTIA HUMAN RIGHTS COMMISSION

Commission

AND

RESTAURANT ASSOCIATION OF NOVA SCOTIA

Intervenor

DECISION

Nova Scotia Board of Inquiry Chair:	Gail L. Gatchalian, Q.C.
Counsel for the Complainants:	David Fraser
Counsel for the Respondents:	Kevin Kindred
Counsel for the Commission:	Kendrick Douglas
Date of Hearing:	July 5 and 6, 2018
Date of Award:	September 6, 2018

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The Complaint

1. The Complainants, Warren Reed, Ben Marston, Jeremy MacDonald, Kelly McKenna and Paul Vienneau, are people with disabilities who use wheelchairs for mobility. On July 4, 2017, they filed a complaint under the Nova Scotia *Human Rights Act*, R.S.N.S. 1989, c.214, alleging that the Respondent, the Province of Nova Scotia, had discriminated against them in respect of the provision of or access to services or facilities on the basis of physical disability in violation of ss.5(1)(a) and (o) of the *Act*.

2. The issue in this case is the manner in which the Respondent interprets and applies s.20(1) of the *Food Safety Regulations*, N.S. Reg 206/2005, as amended, made under the *Health Protection Act*, S.N.S. 2004, c.4. Subsection 20(1) of the *Food Safety Regulations* provides as follows:

> **Washroom facilities**
>
> 20 (1) A food establishment must have washroom facilities for staff and washroom facilities for the public available in a convenient location, unless exempted by the Administrator.
>
> …

3. There are many food establishments in Nova Scotia that do not have washroom facilities for the public that are accessible to wheelchair users. These are food establishments that are "grandfathered" under the *Nova Scotia Building Code Regulations*, N.S. Reg. 26/2017, made under the *Building Code Act*, R.S.N.S. 1989, c.46. The *Building Code Regulations* apply to new construction and to alterations, reconstruction, occupancy and change of occupancy classifications of existing buildings. The *Building Code Regulations* do not require retrofits of existing buildings.

4. The Respondent does not interpret or apply s.20(1) of the *Food Safety Regulations* as requiring food establishments to have washroom facilities for the public that are accessible to wheelchair users. The Respondent therefore issues permits under the *Health Protection Act* and the *Food Safety Regulations* allowing food establishments to operate without washrooms that are accessible to members of the public who use wheelchairs.

5. The question to be determined is whether the Respondent's interpretation and application of s.20(1) as not requiring food establishments to have washroom facilities for the public that are accessible to wheelchair users constitutes discrimination in respect of the provision of or access to services or facilities on the basis of physical disability in violation of ss.5(1)(a) and (o) of the *Act*.

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The *Human Rights Act*

6. The following provisions of the *Human Rights Act* are relevant to this complaint:

> **Meaning of discrimination**
>
> 4 For the purpose of this Act, a person discriminates where the person makes a distinction, whether intentional or not, based on a characteristic, or perceived characteristic, referred to in clauses (h) to (v) of subsection (1) of Section 5 that has the effect of imposing burdens, obligations or disadvantages on an individual or a class of individuals not imposed upon others or which withholds or limits access to opportunities, benefits and advantages available to other individuals or classes of individuals in society.
>
> **Prohibition of discrimination**
>
> 5 (1) No person shall in respect of
>
> (a) the provision of or access to services or facilities;
>
> …
>
> discriminate against an individual or class of individuals on account of
>
> …
>
> (o) physical disability or mental disability;
>
> …
>
> **Exceptions**
>
> 6 Subsection (1) of Section 5 does not apply
>
> …
>
> (f) where a denial, refusal or other form of alleged discrimination is
>
> (i) based upon a *bona fide* qualification,
>
> (ia) based upon a *bona fide* occupational requirement; or

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(ii) a reasonable limit prescribed by law as can be demonstrably justified in a free and democratic society;

…

Procedural Background

7. In July and August of 2016, one of the Complainants, Mr. Reed, attempted to file a complaint about the Province's alleged discriminatory enforcement of s.20(1) of the *Food Safety Regulations* with the Nova Scotia Human Rights Commission: *Reed et al. v. Nova Scotia (Human Rights Commission)*, 2017 NSSC 85, at para.2.

8. On August 3, 2015, a Human Rights Officer advised Mr. Reed that she would not accept the complaint. On September 14, 2016, in a reconsideration decision, a second Human Rights Officer advised Mr. Reed that the Commission would not accept the complaint: *Reed, supra*, at paras.3 and 4.

9. The Complainants were successful in their application for judicial review of the decisions of the Human Rights Officers. Justice Edwards held that the *Human Rights Act* does not allow a Human Rights Officer to refuse to accept a complaint. The *Act* requires the Commission to inquire into the complaint. While the Commission may ultimately decide to dismiss the complaint, the dismissal must be on the basis of one of the reasons set out in s.29(4) of the *Act*: *Reed, supra*, at para.8. Justice Edwards ordered the Commission to process the complaint: *Reed, supra* at para.19.

10. The Complainants filed the July 4, 2017 complaint, and I was appointed as a Board of Inquiry to inquire into and render a decision regarding the complaint.

11. The Commission decided to participate in the proceeding by way of "watching brief" only. The Commission did not take a position for or against the complaint.

12. On June 25, 2018, on consent of the parties, I granted the request of the Restaurant Association of Nova Scotia to be added as an intervenor in this matter.

13. The hearing took place on July 5 and 6, 2018 in Halifax, Nova Scotia.

Evidence

14. The Complainants relied on an affidavit of Mr. Reed and on a letter from Ellsworth Campbell, a computational biologist employed with the Centers for Disease Control and Prevention in the United States. The Complainants called one witness, Paul Vienneau, one of the Complainants.

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15. The Respondent called one witness, Karen Wong-Petrie, Director, Environmental Health and Food Safety Branch, Sustainability and Applied Sciences Division, with the Nova Scotia Department of Environment, which is responsible for administering the *Food Safety Regulations*.

The Facts

Hand-Washing and Public Health

16. Hand-washing is an important measure for the protection of public health and the prevention of disease.

17. The Province of Nova Scotia has published a Norovirus Fact Sheet which states in part that "[t]he most important measure to prevent any communicable disease is proper hand hygiene," and that hand hygiene must be performed before preparing food, before eating, after contact with ill individuals, after using the toilet and after changing diapers. The Fact Sheet also states that "[u]sing most commercially available alcohol-based rubs should not be considered a replacement for proper hand hygiene, using liquid soap and water, against norovirus."

18. Ms. Wong-Petrie believes that she is the one who wrote the Province's Norovirus Fact Sheet, and she obviously agrees with its contents.

19. The Nova Scotia Department of Health has published a poster entitled "Hand Washing!" that provides instructions on proper hand-washing and that states that "[w]ashing your hands with soap and water is the best way to reduce the spread of germs."

20. The Department of Environment distributes the "Hand Washing!" poster published by the Department of Health, and suggests to food establishments that the poster be posted in staff and public washrooms and in the food preparation area above the hand-washing sink.

21. Ms. Wong-Petrie testified that the ability of a member of the public to wash their hands before eating is a food safety issue for that individual, and that hand washing is "the number one greatest infection control procedure that's around." Ms. Wong-Petrie also testified that when a member of the public is not able to wash their hands in a restaurant, the person could be impacting what eventually moves into the kitchen, or what staff eventually come into contact with.

22. Ms. Wong-Petrie agreed with the following description of the concept of "herd immunity" by Mr. Campbell:

> … Herd immunity is a theoretical concept which holds that susceptible persons receive some benefit when those around them are immune to an infectious threat. That is to say: If we can just protect ***enough*** people, we can effectively protect the rest. However, this theory rests on a single but woefully inaccurate

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> assumption about human populations: that susceptibility is randomly distributed. The moment that we begin to see groups or communities of susceptible persons, the theoretical basis of herd immunity crumbles and its benefits cease to exist. These groups of susceptible persons act as the kindling necessary to start an outbreak that can spread through a community like wildfire.
>
> To learn that persons who use wheelchairs, or who otherwise cannot readily traverse stairs, are often unable to access washrooms at public restaurants is alarming, not only because it places an undue risk on one demographic, but because the risk of infectious disease is rarely isolated to any single demographic. We cannot assume that because a community constitutes a numerical minority that the effects of their unequal disease burden will have on the community-at-large will also be minor. While members of this demographic constitute an integral part of most every family they also constitute cohesive groups that form resilient social communities. Denying access to handwashing – the most effective means of preventing the transmission of foodborne illnesses – is akin to denying access to other tools of preventive medicine like vaccination.
>
> …
>
> [Emphasis in original]

Hand-Washing and Individuals who use Wheelchairs for Mobility

23. The ability to wash one's hands is especially important for individuals who use wheelchairs for mobility. Their hands are in almost constant contact with dirt and germs because the palms of their hands rub against the rims of the wheels on their chairs, which are in contact with rain water, mud, grime, dog excrement and other unpalatable substances.

24. There are many restaurants in Halifax and in Nova Scotia that do not have washroom facilities that are accessible to individuals who use wheelchairs for mobility.

25. When an individual who uses a wheelchair for mobility is at a restaurant that does not have an accessible washroom, they are unable to properly wash their hands before eating. This poses a health risk for the individual, and a potential health risk for others.

Renovations Required to Make Washrooms Accessible

26. The Restaurant Association is supportive of the idea that restaurants should be accessible. By way of example, the Association is currently rebuilding its website, which will list accessible restaurants, something that it has done for the past 10 years. According to the Association, there are over 100 accessible food establishments within a five-kilometre radius of downtown Halifax.

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27. The Restaurant Association is concerned, however, of the possible financial impact on restaurants if s.20(1) of the *Food Safety Regulations* is interpreted to require restaurants to have washroom facilities for the public that are accessible to individuals who use wheelchairs for mobility.

28. The Restaurant Association provided some general and anecdotal information about the potential cost of requiring older buildings to be accessible:

> … There are many operations that are in older buildings and will incur considerable costs if required to address and resolve certain accessibility issues. Most of these types of buildings are in Halifax but there are some spread throughout the province. Added to this is that most restaurants rent and do not own their premises. Many of the landlords of older buildings don't want major structural changes, which is what most of the changes would be for compliance.
>
> Some examples of recent quotes for accessible access to restaurants:
>
> (Halifax Restaurant) to install a ramping system – the quote was $41,000 and involved some major structure items. The other part of this ramp system was that it had to be built inside the restaurant utilizing approximate 100sq.ft. That meant there was a loss of revenue for that space and a monthly carrying cost of approximately $2,500.
>
> Another recent quote for a renovation to a restaurant (Halifax) for complete accessibly [sic] with washrooms & ramping access was $135,000. The challenge with this is that the average profit for a restaurant in NS is 3.2-3.5 % (that is they make $3.20-$3.50 for every $100 in sales). It takes a lot of sales to pay for even modest renovations; still a lot of operators have committed to make more accessible improvements.

29. The example of the $135,000 quote given by the Restaurant Association related to a proposed new food establishment that was not grandfathered under the *Building Code Regulations* and therefore would be required to meet the accessibility standards under those *Regulations*.

30. Mr. Vienneau gave an example of a restaurant on Spring Garden Road that has washrooms for the public, one for men and one for women with stalls, neither of which are accessible to wheelchair users. Fairly minor modifications would be required to make one of the washrooms accessible: removal of a raised "lip" on the floor, removal of the stalls in the women's washroom to make it barrier-free, and conversion of both of the washrooms into gender-neutral washrooms.

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Respondent's Interpretation and Administration of the Food Safety Regulations

31. The Nova Scotia Department of Environment is responsible for the licensing of food establishments under the *Health Protection Act* and the *Food Safety Regulations*.

32. A "food establishment" is defined in s.75(c) of the *Health Protection Act* as follows:

> 75 In this Part,
>
> …
>
> (c) "food establishment" means any premises, including a mobile, stationary, temporary or permanent facility or location and the surroundings under control of the same person, in which food is processed, manufactured, prepared, labelled, served, sold, offered for sale or distributed free of charge, dispensed, displayed, stored or distributed, but does not include a dwelling except a dwelling used for commercial food preparation; …
>
> …

33. Section 81 of the *Health Protection Act* provides as follows:

> **Establishment or operation of food establishment**
>
> 81 No person shall establish or operate a food establishment except in accordance with this Part and the regulations.

34. Under s.82 of the *Health Protection Act*, a person requires a permit to operate a food establishment, unless exempted by the Administrator under the *Act*, and applications and fees for permits are to be set out in the regulations:

> **Permit required**
>
> 82 (1) No person shall operate a food establishment, unless exempted by the Administrator, without first having obtained a permit from the Administrator.
>
> (2) An application for a permit in respect of a food establishment shall be made to the Administrator in accordance with the regulations.
>
> (3) Subject to this Part and the regulations, the Administrator shall issue a permit in respect of a food establishment to an applicant upon payment of the prescribed fee.

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35. The Administrator appointed under the *Act* is the Director of the Regional Integration Compliance Operations Division with the Department of Environment.

36. Section 83 of the *Health Protection Act* describes the circumstances in which the Administrator shall not issue or renew a permit, or may suspend or revoke a permit:

> **Where permit is not to be issued or may be revoked**
>
> 83 (1) The Administrator shall not issue or renew a permit, or may suspend or revoke a permit, in respect of a food establishment to an applicant where the Administrator is of the opinion that
>
> (a) the past conduct of the applicant or, where the applicant is a corporation, of any of its officers or directors, affords reasonable grounds to believe that the operation of the food establishment would not be carried on in accordance with this Part and the regulations;
>
> (b) the applicant does not have or will not have available all premises, facilities and equipment necessary to operate a food establishment in accordance with this Part and the regulations;
>
> (c) the applicant is not complying or will not be able to comply with this Part and the regulations; or
>
> (d) the operation of the food establishment represents or would represent a risk to human health.
>
> (2) Any condition that is injurious to human health or, in the opinion of the Administrator, is potentially injurious to human health is deemed a risk under this Part.

37. Under s.86 of the *Health Protection Act*, "[t]he Administrator may designate types or classes of food establishments for which permits are issued under Section 82."

38. Under s.87 of the *Act*, "[t]he Administrator may amend, add or impose terms and conditions on a permit."

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39. Section 89 of the *Act* requires a food establishment to be constructed and maintained in a manner that is not injurious to human health:

> **Construction and maintenance of food establishment**
>
> 89 A food establishment must be constructed and maintained in such a manner that no condition exists that is injurious to human health or that, in the opinion of the Administrator, is potentially injurious to human health.

40. Section 93 of the *Act* allows the Administrator or an inspector to enter premises for the purpose of carrying out their duties under the *Act* or the regulations:

> **Entry and inspection without warrant**
>
> 93 (1) The Administrator or an inspector may, at any reasonable time, for the purpose of carrying out the Administrator's duties or inspector's duties, as the case may be, under this Part or the regulations,
>
> (a) enter without a warrant any premises where there are reasonable and probable grounds to believe that the premises are a food establishment and that records relating to the food establishment are to be found in the premises; and
>
> (b) inspect the premises and any food or records relating to food.
>
> …

41. Section 105(1) of the *Act* authorizes the Governor in Council to make regulations:

> 105 (1) …
>
> …
>
> (c) providing for the exemption from this Part or the regulations, or any part thereof, of any person or class of persons or of any food product and prescribing the terms and conditions of the exemption;
>
> …

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(e) prescribing the facilities and equipment to be provided and maintained at food establishments and the operation of food establishments;

…

(f) respecting cleanliness and sanitation of food establishments;

…

(j) providing for the issue, renewal, suspension, reinstatement or revocation of or refusal to issue or renew permits and prescribing the fees payable for permits or the renewal of permits;

…

(p) providing for the inspection of premises before the issue of permits;

…

(r) prescribing conditions to which permits may be subject;

…

42. Section 5 of the *Food Safety Regulations* sets out the classes of food establishment permits (e.g. “temporary event,” “eating establishment” or “foodshop”), the expiry dates for permits and the fees prescribed for permits.

43. Section 6 of the *Food Safety Regulations* requires an application for a permit to be in a form prescribed by the Administrator and requires the application to include the fee, any reasonable information required by the Administrator, and the plans and specifications of the food establishment.

44. Section 9 of the *Food Safety Regulations* sets out the requirements for the renewal of a permit.

45. Section 11 of the *Food Safety Regulations* deals with the suspension or cancellation of a permit.

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46. The Environmental Health and Food Safety Branch of the Sustainability and Applied Sciences Division of the Department of Environment develops the government's food safety program, ensures compliance with and enforcement of the *Food Safety Regulations*, and provides education, outreach, training and food-borne illness outbreak management. The Environmental Health and Food Safety Branch considers its mandate, as it pertains to food safety, to be the reduction of food-borne illness in populations by mitigating, controlling or eliminating biological, physical or chemical hazards that might present themselves at permanent food establishments in Nova Scotia.

47. The approach of the Environmental Health and Food Safety Branch to compliance with the *Food Safety Regulations* is "a lightest touch approach," which Ms. Wong-Petrie described as getting to the outcome of reducing food-borne illness by reducing hazards in food establishments in a way that is not overly burdensome to industry or to government and in a way that is responsible in terms of budgetary accountability.

48. As Ms. Wong-Petrie described it, the compliance continuum, at one end, is comprised of methods such as education, training, and informal discussions with inspectors during inspections, and at the other end, involves suspension or revocation of permits.

49. The Inspection Compliance and Enforcement Division of the Department of Environment implements the food safety program developed by the Environmental Health and Food Safety Branch of the Sustainability and Applied Sciences Division. The public health inspectors who deliver the food safety program are part of the Inspection Compliance and Enforcement Division.

50. In 2017, the Department conducted just over 13,000 inspections and issued approximately 6,000 permits under the *Food Safety Regulations*.

51. An application for a permit to establish or operate a food establishment triggers an inspection. The application must be accompanied by a floor plan and a menu. An inspector conducts a pre-inspection to determine compliance with the *Food Safety Regulations*. The inspector considers factors such as design, construction, personnel, hygiene, training, how food is to be stored, refrigeration, freezers, and food flow. The Department may then issue a permit, or schedule another pre-inspection. The Department conducted approximately 2,000 pre-inspections in 2017.

52. Inspectors also conduct what are called "routine inspections" of food establishments based on an assessment of risk. High risk establishments are inspected twice a year. Medium risk establishments are inspected once every 12 months. Low risk establishments are inspected once every 18 months. The Department conducted approximately 11,000 routine inspections in 2017.

53. The Department also conducts ad hoc inspections in response to every complaint lodged against a food establishment.

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54. If a routine inspection raises concerns that must be followed up, the Department will conduct a re-inspection.

55. Finally, the Department conducts what are called “consultation inspections,” which are requested by the operator.

56. If an inspector identifies a deficiency that the Department considers critical to health, such as a broken refrigerator or lack of potable water, the inspector may suspend the operator’s permit until the issue has been resolved.

57. If an inspector identifies a deficiency that the Department considers to be non-critical to health, the operator is typically given a time frame within which to correct the deficiency. According to Ms. Wong-Petrie, if the deficiency continues, even if it is not considered critical to health, the deficiency could, if not addressed, lead to a warning, suspension or revocation of a permit. The Department considers suspensions and revocations to be severe, and there have only been 87 suspensions and 2 revocations in the last 10 years.

58. According to Ms. Wong-Petrie, the cost of compliance does not exempt an operator from complying with the *Food Safety Regulations*. However, the Department might provide an operator with time to correct the deficiency based on the cost of correcting it.

59. The Department interprets the requirement to have washroom facilities for staff and the public available in a convenient location in s.20(1) of the *Food Safety Regulations* as only requiring a washroom to be in a location that does not pose a risk to food safety. For example, if the public can only access the washroom by walking through the kitchen, the Department would consider the food establishment to be in violation of the requirement to have a washroom available to the public in a convenient location because it poses an unacceptable risk to the food that is being prepared. If staff could only access a washroom by walking up stairs or going through another business, the Department would consider the food establishment to be in violation of the requirement to have a washroom available to staff in a convenient location, because staff would be exposing themselves and their hands to potential food-borne illness.

60. In the last 10 years, the Department has only issued eight exemptions under s.20(1) of the *Food Safety Regulations*. None of the exemptions were for restaurants, but rather, establishments such as general stores, convenience stores, or small take-out establishments. The Department considered these food establishments to be low-risk. Of the eight exemptions, only one remains active as the others related to food establishments that are no longer in operation.

61. In five of the above-noted exemptions under s.20(1) of the *Food Safety Regulations*, one of the factors relied on by the Administrator for granting the exemption was that compliance would be “so cost prohibitive as to make the continued operation of the business non viable.”

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62. In two of the exemptions granted under s.20(1) of the *Food Safety Regulations*, the operator was given a time frame within which to comply with the *Regulations*: in one case, prior to the third year of operation, and in the other case, one year.

63. The Department does not interpret s.20(1) of the *Food Safety Regulations* as requiring a washroom for the public that is wheelchair accessible. The Department does not consider the accessibility of washrooms in food establishments to relate to food safety.

64. The Department does not consider hand washing by members of the public to fall within the mandate of its food safety program.

65. The Department therefore issues permits and renews permits under the *Health Protection Act* and the *Food Safety Regulations* allowing food establishments to operate without washrooms that are accessible by members of the public who use wheelchairs for mobility.

Argument

The Complainants

66. The position of the Complainants is that the failure of the Respondent to require food establishments to have washroom facilities for the public that are accessible for individuals who use wheelchairs for mobility under s.20(1) of the *Food Safety Regulations* has a discriminatory impact on those individuals contrary to ss.5(1)(a) and (o) of the *Human Rights Act*.

67. The Complainants argue that Respondent's interpretation and application of s.20(1) of the *Food Safety Regulations* adversely affects the health of individuals who use wheelchairs for mobility and the health of the population generally.

68. The Complainants, anticipating that the Respondent would rely on the Province's promise of full accessibility by 2030 under the new *Accessibility Act*, S.N.S. 2017, c.2, argue that deferring the enforcement of s.20(1) of the *Food Safety Regulations* to require washrooms that are accessible would perpetuate the discrimination and increase the probability of a public health incident.

69. The Complainants characterize the approach of the Respondent to s.20(1) of the *Food Safety Regulations* as systemic discrimination.

70. The Complainants assert that their complaint is not solely about the ability to access a toilet, but that it is also about access to basic hygiene, as individuals in non-motorized wheelchairs spend most of their day with their hands on the hand rims of the wheels in order to move the chair, and the hand rims are in close proximity to the ground and get dirty throughout the day. The dirt is then transferred to the individual's hands. Individuals in

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wheelchairs who do not have access to handwashing facilities have their health placed at risk. The Complainants rely on the letter from Mr. Campbell for their argument that jeopardizing the health of individuals who use wheelchairs jeopardizes the whole population.

71. In addition to relying on ss.5(1)(a) and (o) of the *Human Rights Act*, the Complainants rely on the right to equal protection and equal benefit of the law without discrimination on the basis of physical disability under s.15(1) of the *Canadian Charter of Rights and Freedoms*.

72. The Complainants argue that the purpose of the *Health Protection Act* is to protect the health of all Nova Scotians.

73. The Complainants argue that in order to be licensed as a food establishment under the *Health Protection Act*, a food establishment must have washroom facilities for the public available in a convenient location, pursuant to s.20(1) of the *Food Safety Regulations*. The Complainants argue that "convenient" in s.20(1) of the regulations means a location that is accessible, and that "the public" in s.20(1) includes individuals who use wheelchairs.

74. Until the hearing, the Complainants were not aware of the reason why the Respondent did not require food establishments to have washroom facilities for the public that are accessible to wheelchair users.

75. The Complainants rely on *Waplington v. Maloney Steel Ltd.*, 1983 CarswellAlta 513, 4 C.H.R.R. D/1483 (ABQB) for the proposition that individuals have a right to washroom facilities that are suitable for them, and on *Council of Canadians with Disabilities v. VIA Rail Canada Inc.*, [2007] 1 SCR 650, 2007 SCC 15 for the proposition that individuals have a right to an accessible washroom.

76. The Complainants seek an order requiring the Respondent to enforce s.20 of the *Food Safety Regulations* in a consistent and non-discriminatory manner so that licensed food establishments must have a washroom that is accessible to all members of the public.

77. The Complainants seek an unspecified amount of nominal damages to be used for the purpose of accessible washrooms to protect public health.

The Position of the Respondent

78. The Respondent agrees that accessibility is an important issue, and that all Nova Scotians, including Nova Scotians who use wheelchairs, have a right to participate fully in society and public life, and that barriers that prevent full participation and cause disability must be addressed.

79. However, the Respondent submits that accessibility cannot and should not be addressed in the context of the *Food Safety Regulations* and that accessibility, including the accessibility of washrooms, is not a food safety issue.

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80. Rather, according to the Respondent, the legal requirements with respect to accessibility of buildings, including restaurants, are set out in the *Building Code Regulations* and in the Halifax Regional Municipality *By-Law S-1000 Respecting the Regulation of Sidewalk Cafés*.

81. The Respondent states that it is the *Building Code Regulations* and *By-Law S-1000* that create the situation where a patron who uses a wheelchair may be served at a restaurant, including a patio of a restaurant, that does not have an accessible washroom. However, the complaint does not directly address either the *Building Code Regulations* or *By-Law S-1000.* As a result, the Respondent asserts that the core policy issues with respect to the scope of the *Building Code Regulations*, the grandfathering of existing buildings, and *By-Law S-1000* are not directly dealt with by the complaint.

82. The Respondent also asserts that, because the complaint is not against individual restaurants, a whole set of policy issues involving accommodation and undue hardship that could be presented by the restaurants is bypassed because of the manner in which the Complainants framed the complaint.

83. The Respondent argues that the complaint does not address a "service" within the meaning of s.5(1)(a) of the *Human Rights Act*. The Respondent states that the Complainants are seeking the enforcement of the *Food Safety Regulations* according to their interpretation, and that the enforcement of regulations is not a "service" within the meaning of the *Human Rights Act*. The Respondent points out that neither of the cases relied on by the Complainants involved the enforcement of regulations or policies by a government regulator.

84. The Respondent acknowledges that some aspects of government activities have been recognized as "services" under the *Human Rights Act*. For example, in *O'Quinn v. Nova Scotia Workers' Compensation Board*, [1995] 131 DLR (4th) 318, the Nova Scotia Court of Appeal found that government-administered workers' compensation benefits amount to a "service" under the *Human Rights Act*. A similar conclusion was reached with respect to public pension benefits in *Nova Scotia (Minister of Finance) v. Hodder et al.*, 1998 CanLII 5962 (NSCA).

85. The Respondent relies on *Watkin v. Canada (Attorney General)*, 2008 FCA 170 for the proposition that government's enforcement activities per se are not a "service" within the meaning of human rights legislation. In *Watkin*, *supra*, the allegation was that Health Canada enforced the *Food and Drug Act* unequally based on ethnicity. The Federal Court of Appeal rejected the argument that the enforcement activity of Health Canada involved "services" under the *Canadian Human Rights Act*.

86. The Respondent argues that even if this case involved actions that could somehow be characterized as a "service", then the "service" is not provided to the Complainants. Rather, the enforcement of the *Food Safety Regulations* is between the Department of Environment and the food establishments. Relying on *Watkin, supra*, the Respondent argues that simply because

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government activity is undertaken for the public good does not, in and of itself, transform that activity into a "service."

87. The Respondent relies on the recent decision of the Supreme Court of Canada in *Canada (Canadian Human Rights Commission) v. Canada (Attorney General)*, 2018 SCC 31 for the proposition that the government, in legislating, is not providing a "service" within the meaning of human rights legislation, and that a human rights tribunal does not have the jurisdiction to negotiate with the responsible Minister the manner in which legislative provisions are to be applied.

88. The Respondent argues that the complaint is based on an incorrect interpretation of the *Food Safety Regulations*, and that the *Food Safety Regulations* do not require a restaurant to have a washroom accessible to wheelchair users. The Respondent argues that the food safety regulatory regime is focused on ensuring that food establishments adhere to practices that minimize the risk of food contamination, which in turn protects public health. The Respondent argue that the *Food Safety Regulations* do not regulate food establishments in terms of other public interests, such as Building Code compliance and accommodation of disability. Such matters, according to the Respondent, fall outside the narrow focus of food safety. Therefore, says the Respondent, the location of the washroom under s.20(1) of the *Food Safety Regulations* must be reviewed solely with a narrow focus on food safety, and not with a broader focus on accessibility. The argument of the Respondent is that the Department's mandate is to regulate the hygiene of food establishments and food handlers, not food consumers.

89. The Respondent finds support for its interpretation of s.20(1) of the *Food Safety Regulations* as requiring the least amount of interference or the lightest exercise of power to respond to a health hazard or public health emergency in s.2 of the *Health Protection Act*, which reads as follows:

> **Restrictions on private rights and freedoms limited**
>
> 2 Restrictions on private rights and freedoms arising as a result of the exercise of any power under this Act shall be no greater than are reasonably required, considering all of the circumstances, to respond to a health hazard, notifiable disease or condition, communicable disease or public health emergency.

90. The Respondent argues that, in the alternative, the exceptions under s.6(f) of the *Human Rights Act* apply to this case.

91. The Respondent argues that its approach to s.20(1) of the *Food Safety Regulations* is based upon a "*bona fide* qualification" under s.6(f)(i) of the *Human Rights Act*. The Respondent states that in order for this exemption to apply, one would need to weigh the potential consequences to individual restaurants flowing from the remedy being requested.

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92. The Respondent also argues that the exception in s.6(f)(ii) of the *Human Rights Act* is engaged because the remedy sought in the complaint would be inconsistent with the Province's legislated plans for addressing accessibility issues in the *Accessibility Act*, in which the Province has adopted a goal of achieving accessibility by 2030. The Respondent argues that the remedy sought in the complaint would take the one issue of accessible washrooms in restaurants, and using the food safety inspection process, require immediate change in the industry, at the risk of closing down businesses, and that this would be inconsistent with and ultimately damaging to the progressive realization of accessibility contemplated in the *Accessibility Act*.

93. The Respondent asserts that the Province's decision to address accessibility of the built environment, including restaurants, under the progressive realization process in the *Accessibility Act* is "a reasonable limit prescribed by law as can be demonstrably justified in a free and democratic society" under s.6(f)(ii) of the *Human Rights Act*.

94. The Respondent argues that the exception in s.6(f)(ii) of the *Human Rights Act* indicates a need for a level of deference to government in developing a complex regulatory response to a social problem, relying on *Alberta v. Hutterian Brethren of Wilson Colony*, 2009 SCC 37 at para.37.

Reply of the Complainants

95. In reply, the Complainants state that in the ten years since the Federal Court of Appeal decision in *Watkin*, *supra*, it has not been cited by a non-federal court or tribunal, that the decision is not binding on this Tribunal, that it can be distinguished, and that it is not good law.

96. The Complainants rely on *Johnson v. Halifax Regional Police Service*, 2003 CarswellNS 621, [2003] N.S.H.R.B.I.D. No.2, 48 C.H.R.R. D/307 for the argument that the discriminatory enforcement of regulations constitutes a "service" within the meaning of the *Human Rights Act*.

97. The Complainants point out that, unlike in *Watkin, supra*, this case does not involve a single decision or a series of discrete decisions about whether or not to enforce a particular law or take any particular enforcement action. Rather, we are dealing with a systemic practice that has a widespread discriminatory impact.

98. The Complainants also state that *Watkin, supra* is distinguishable because it did not deal with access to both services and facilities, as is the case here.

99. The Complainants take issue with the Respondent's interpretation of s.20(1) of the *Food Safety Regulations*. The Complainants rely on the decision of the Nova Scotia Court of Appeal in *Halifax (Regional Municipality) v. Nova Scotia (Human Rights Commission)*, 2008 NSCA 21 for the proposition that human rights legislation is quasi-constitutional and therefore that the regulations must be administered in a manner that is non-discriminatory.

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100. The Complainants also assert that the Respondent's interpretation ignores the words "for the public" in s.20(1) of the *Food Safety Regulations*. Relying on the Court's approach to statutory interpretation in *Heritage Capital Corp. v. Equitable Trust Co.*, [2016] 1 SCR 306, 2016 SCC 19, the Complainants assert that the words mean that a restaurant must have a washroom for the public for public health purposes.

101. The Complainants state that the Respondent has provided no evidence to support its reliance on the exceptions in s.6(f) of the *Human Rights Act.* The Complainants argue that the Respondent's discriminatory conduct is not a limit that is "demonstrably justified" or that is "minimally impairing" of the rights of individuals who use wheelchairs.

102. The Complainants assert that the remedy they seek will not necessarily lead to the revocation of permits. The Complainants state that whether or not enforcement of s.20(1) of the *Food Safety Regulations* will cause undue hardship to a food establishment will have to be determined on a case by case basis. The Complainants point out that the Respondent has the authority to grant exemptions from s.20(1), and to grant extensions of the time for compliance with s.20(1).

Position of the Restaurant Association of Nova Scotia

103. The Restaurant Association of Nova Scotia argues that the remedy sought by the Complainants would be catastrophic to the food and beverage sector in Nova Scotia because the impact to small and medium sized family owned restaurants would be immense. The Association argues that, with the low profit margins in this sector, the expenses involved in having washrooms that are accessible to wheelchair users could have major impacts such as business closures, loss of jobs, and loss of tax revenue.

Reply of Complainants to Restaurant Association

104. The Complainants reply to the concerns of the Restaurant Association by stating that the language used is hyperbolic, and that Mr. Vienneau gave examples of where minimal investment was required to provide an accessible washroom. The Complainants state further that the Province has already applied s.20(1) of the *Food Safety Regulations* in a manner that recognizes undue financial hardship.

Reply of Respondent to Restaurant Association

105. The Respondent states that the submissions of the Restaurant Association are relevant in assessing potential undue hardship. The Respondent also argues that it is not entirely clear what standard should be used to determine "accessible," and therefore that accessibility issues should be left to be determined under the *Building Code Regulations*, where actual standards are found.

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Issues

106. The issues that need to be determined in this complaint are:

1. What does s.20(1) of the *Food Safety Regulations* mean?

2. Does the Respondent's interpretation and application of s.20(1) of the *Food Safety Regulations* constitute discrimination on the basis of physical disability within the meaning of s.4 of the *Human Rights Act*?

3. If there is discrimination on the basis of physical disability, is it in respect of the provision of or access to services or facilities within the meaning of s.5(1)(a) of the *Human Rights Act*?

4. If there is discrimination on the basis of physical disability in respect of the provision of or access to services or facilities, do either of the defences to discrimination in s.6(f)(i) or s.6(f)(ii) of the *Human Rights Act* apply?

5. If there is discrimination on the basis of physical disability in respect of the provision of or access to services or facilities, and if neither of the defences to discrimination in s.6(f)(i) or s.6(f)(ii) *Human Rights Act* apply, what is the appropriate remedy?

Decision

Meaning of s.20(1) of the Food Safety Regulations

107. Section 20 of the *Food Safety Regulations* provides in full as follows:

Washroom facilities

20 (1) A food establishment must have washroom facilities for staff and washroom facilities for the public available in a convenient location, unless exempted by the Administrator.

(2) A washroom facility must be constructed, equipped, and designed in accordance with the *Nova Scotia Building Code*.

(3) If an inspector gives written approval, the same washroom facilities may be used for both staff and the public.

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108. The leading cases on statutory interpretation are *Rizzo v. Rizzo Shoes, Ltd*., 1998 CanLII 837 (SCC), [1998] 1 S.C.R. 27 and *Bell ExpressVu Limited Partnership v. Rex*, 2002 SCC 42 (CanLII). In both cases, the Supreme Court of Canada quoted the following passage from *Driedger's Construction of Statutes* (2nd ed. 1983):

> Today there is only one principle or approach, namely, the words of an Act are to be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament.
>
> *Rizzo, supra* at 21; *Bell, supra* at para.26

109. Furthermore, s.9(5) of the *Interpretation Act*, R.S.N.S. 1989, c.235 provides as follows:

> 9(5) Every enactment shall be deemed remedial and interpreted to insure the attainment of its objects by considering among other matters
>
> (a) the occasion and necessity for the enactment;
> (b) the circumstances existing at the time it was passed;
> (c) the mischief to be remedied;
> (d) the object to be attained;
> (e) the former law, including other enactments upon the same or similar subjects;
> (f) the consequences of a particular interpretation; and
> (g) the history of legislation on the subject

110. Reading the words of s.20(1) of the *Food Safety Regulations* in their grammatical and ordinary sense is straightforward: the regulation requires, in part, a food establishment to have washroom facilities for the public available in a convenient location, unless exempted by the Administrator. There must be separate washroom facilities for staff and for the public, unless there is written approval given by an inspector under s.20(3) of the regulations.

111. The provisions of the *Health Protection Act* indicate that the purpose of the *Act*, and the *Food Safety Regulations* made under the *Act*, including s.20(1) of the regulations, is the protection of public health:

- The title of the act refers to health protection.

- Under ss.82(1) and 83(1)(d) of the *Act*, which fall under Part II – Food Safety of the *Act*, no person shall operate a food establishment without first having obtained a permit from the Administrator, and the Administrator shall not issue or renew a permit, or may suspend or revoke a permit, where he or she is of the opinion that ***the operation of the food establishment represents or would represent a risk to human health***.

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- Under s.89 of the *Act*, a food establishment must be constructed and maintained in such a manner that ***no condition exists that is injurious to human health*** or that, in the opinion of the Administrator, ***is potentially injurious to human health***.

112. I have found, and the Respondent agrees, that hand-washing by customers in food establishments is an important measure for the protection of public health and the prevention of disease.

113. I do not accept the Respondent's interpretation of s.20(1) of the *Food Safety Regulations*, which is:

- that the requirement for washroom facilities for the public must be narrowly construed to require only that the location of the washroom for the public not pose a risk to food safety,
- that the regulation eliminates any assessment of whether washroom facilities are accessible to wheelchair users because accessibility is not a food safety issue, and
- that interpreting s.20(1) as requiring an assessment of washroom accessibility would be inconsistent with the scheme and purpose of the legislation, which is food safety.

114. There is nothing in the express terms of the *Health Protection Act* or the *Food Safety Regulations* that supports such a narrow interpretation of s.20(1) of the *Food Safety Regulations*.

115. I do not accept the Respondent's argument that s.2 of the *Health Protection Act* supports its very narrow interpretation and application of s.20(1) of the *Food Safety Regulations*. I find that s.2 of the *Act* concerns the "exercise of any power under this *Act*," such as the power to grant exemptions under s.20(1) of the *Regulations*, but not to the interpretation of substantive requirements of the *Act* or the *Regulations*, such as the requirement to have washroom facilities for the public in 20(1) of the *Regulations*. I find that this interpretation of s.2 of the Act is one that better achieves the broad purpose of the *Act*, which is the protection of public health, than the interpretation offered by the Respondent.

116. An interpretation of s.20(1) of the *Food Safety Regulations* that better ensures the attainment of the purpose of public health protection is an interpretation that assumes that the provision of washroom facilities for the public has a public health protection benefit, and an interpretation that allows a consideration as to whether wheelchair users can, in fact, access and use a public washroom in a food establishment and therefore whether those individuals can access the public health protection benefit of s.20(1).

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117. Subsection 20(1) of the *Food Safety Regulations* does explicitly address wheelchair accessibility of washrooms. However, it certainly does not preclude a consideration of the wheelchair accessibility of washrooms, particularly if such a consideration furthers the purpose of public health protection, which I find that it does.

Discrimination under s.4 of the Human Rights Act

118. The next question is whether the Respondent's interpretation and application of s.20(1) of the *Food Safety Regulations* constitutes *prima facie* discrimination under s.4 of the *Human Rights Act*.

119. For ease of reference, s.4 of the *Human Rights Act* provides as follows:

> 4. For the purpose of this Act, a person discriminates where the person makes a distinction, whether intentional or not, based on a characteristic, or perceived characteristic, referred to in clauses (h) to (v) of subsection (1) of Section 5 that has the effect of imposing burdens, obligations or disadvantages on an individual or a class of individuals not imposed upon others or which withholds or limits access to opportunities, benefits and advantages available to other individuals or classes of individuals in society.

120. The Respondent interprets and applies s.20(1) of the *Food Safety Regulations* as requiring food establishments to have washroom facilities for the public, but not requiring them to have washroom facilities that are accessible to members of the public who use wheelchairs for mobility. What this means in practice is that the Respondent issues permits to food establishments allowing them to operate without washroom facilities that can be used by members of the public who use wheelchairs. The Respondent's interpretation and application of s.20(1) of the *Food Safety Regulations*, which includes the issuing of permits, makes a distinction based on physical disability that has the effect of imposing burdens or disadvantages on individuals based on their physical disability.

121. The Respondent's interpretation and application of s.20(1) of the *Food Safety Regulations*, including the issuing of permits to food establishments, in a manner that requires food establishments to have washroom facilities for the public but not for members of the public who use wheelchairs, meets the definition of discrimination in s.4 of the *Human Rights Act*.

Provision of or access to services or facilities under s.5(1)(a) of the Human Rights Act

122. The next question is whether the discrimination described above is in respect of "the provision of or access to services or facilities" under s.5(1)(a) of the *Human Rights Act*.

123. For ease of reference, s.5(1) provides as follows:

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Prohibition of discrimination

5 (1) ***No person shall in respect of***

(a) ***the provision of or access to services or facilities***;

(b) accommodation;

(c) the purchase or sale of property;

(d) employment;

(e) volunteer public service;

(f) a publication, broadcast or advertisement;

(g) membership in a professional association, business or trade association, employers' organization or employees' organization,

discriminate against an individual or class of individuals on account of

…

(o) ***physical disability or mental disability***

…

[Emphasis added]

124. The Respondent interprets and applies s.20(1) of the *Food Safety Regulations* as requiring a food establishment to have washroom facilities for the public available in a convenient location, but not requiring those washroom facilities to be accessible to individuals who use wheelchairs for mobility. What this means in a practical sense is that the Respondent uses this interpretation:

- in the conversations that take place between inspectors and operators during inspections, whether they be pre-inspections, routine inspections, re-inspections, ad hoc inspections and consultation inspections;
- in deciding whether to issue permits or to renew permits;
- in decisions about whether to provide food establishments with extensions of time to come into compliance, and if so, how much time will be provided;
- in deciding whether to grant exemptions;
- in deciding whether to issue warnings; and

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- in deciding whether to suspend or revoke a permit.

125. I will refer to these activities as "the Respondent's administration and enforcement of the *Food Safety Regulations*."

126. The Respondent asserts that the conduct being complained of is "enforcement" and that the enforcement activities of government are not "services" within the meaning of human rights legislation. The Respondent also argues that, even if the impugned activities of government are a "service," they are a service provided to food establishments and not to the Complainants, and therefore do not fall within s.5(1)(a) of the *Human Rights Act*.

127. A reading of the words of s.5(1)(a), in the context of the *Human Rights Act* as a whole, and in light of the *Act*'s purpose, leads me to conclude that the Respondent's administration and enforcement of the *Food Safety Regulations* are in respect of the provision of or access to services within the meaning of the *Act*.

128. First, there are no words in s.4, s.5(1)(a) or any other section of the *Human Rights Act* that suggest that "services" exclude activities such as the Respondent's administration and enforcement of the *Food Safety Regulations*.

129. In fact, the wording of s.4 is very broad, applying to a "distinction":

> … that has the effect of imposing burdens, obligations or disadvantages on an individual or a class of individuals not imposed upon others or which withholds or limits access to opportunities, benefits and advantages available to other individuals or classes of individuals in society

130. Furthermore, there are no words in s.5(1)(a) that restrict the phrase "in respect of the provision of or access to services."

131. I find that the ordinary meaning of "services" in s.5(1)(a) of the *Human Rights Act* includes the activities of the Respondent here. The Respondent provides inspection, licensing, compliance and enforcement services to food establishments, and public health protection services to the public when it administers and enforces the *Food Safety Regulations*.

132. Second, the purpose section of the *Human Rights Act* is broad and specifically recognizes that government and all public agencies have the responsibility to ensure that every individual in the Province is afforded an equal opportunity to enjoy a full and productive life:

> **Purpose of Act**
>
> 2 The purpose of this Act is to

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(a) recognize the inherent dignity and the equal and inalienable rights of all members of the human family;

(b) proclaim a common standard for the achievement of basic human rights by all Nova Scotians;

(c) recognize that human rights must be protected by the rule of law;

(d) affirm the principle that every person is free and equal in dignity and rights;

(e) ***recognize that the government, all public agencies*** and all persons in the Province ***have the responsibility to ensure that every individual in the Province is afforded an equal opportunity to enjoy a full and productive life and that failure to provide equality of opportunity threatens the status of all persons***; and

(f) extend the statute law relating to human rights and provide for its effective administration.

[emphasis added]

133. An interpretation of "services" in s.5(1)(a) as encompassing the Respondent's administration and enforcement of the *Food Safety Regulations*, all for the purpose of protecting the health of the public, better achieves the purposes in s.2 of the *Human Rights Act*, especially the purpose in s.2(e) of the *Act*, than the interpretation advanced by the Respondent.

134. Third, the context of the *Human Rights Act* suggests that "services" should include the Respondent's administration and enforcement of the *Food Safety Regulations*.

135. Section 21 of the *Human Rights Act* states that the *Act* is binding on the Province.

136. Subsection 10(1) of the *Human Rights Act* provides that regulations that are discriminatory on their face are void and of no legal effect:

Void

10 (1) Where, in a regulation made pursuant to an enactment, there is a reference to a characteristic referred to in clauses (h) to (v) of subsection (1) of Section 5 that appears to restrict the rights or privileges of an individual or class of individuals to whom the reference applies, the reference and all parts of the regulation dependent on the reference are void and of no legal effect.

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137. If s.20(1) of the *Food Safety Regulations* were amended to state that food establishments need not have a washroom that is accessible to wheelchair users, it would have the same effect as the practice of the Province being challenged in this case, and would run afoul of s.10(1) of the *Human Rights Act*.

138. If the Respondent published material for the benefit of food establishments that set out its position that food establishments need not have a washroom that is accessible to wheelchair users under s.20(1) of the *Food Safety Regulations*, it would simply reflect the actual practice of the Respondent at issue in this case, and such a publication would run afoul of s.5(1)(f) and (o) of the *Human Rights Act*.

139. Reading "services" in s.5(1)(a) of the *Human Rights Act* harmoniously with other provisions of the *Act* therefore supports an interpretation of "services" that includes the Respondent's administration and enforcement of s.20(1) of the *Food Safety Regulations*.

140. I do not accept the Respondent's argument that, because other spheres of activity listed in s.5(1) of the *Human Rights Act* are transactional, "services" must be interpreted as only concerning transactional activities between a service provider and the receiver of that service. Subsection 5(1) includes in subsection (f) "a publication, broadcast or advertisement," which are not transactional activities.

141. I find support for an interpretation of "services" as including the Respondent's administration and enforcement of the *Food Safety Regulations* in the decision of the Nova Scotia Court of Appeal in *The Workers' Compensation Board of Nova Scotia v. O'Quinn*, 1995 CanLII 4179, in which the Court dismissed the argument of the Workers' Compensation Board that workers' compensation benefits were not "services" within the meaning of s.5(1)(a) of the *Human Rights Act*.

142. In reaching its decision in *O'Quinn*, *supra*, the Nova Scotia Court of Appeal relied on:

> 1. A broad, liberal and purposive approach to the interpretation of human rights legislation.
>
> 2. The fact that the word "services" in the Nova Scotia *Human Rights Act* is not limited by any phrase similar to the phrase "generally available to the public," as it is in human rights legislation in other provinces.
>
> 3. The fact that the scope of the word "services" was broadened by amendments made by the Nova Scotia legislature to the *Human Rights Act* in 1991 that deleted the limiting phrases "customarily provided members of the public" and "to which members of the public have access."
>
> 4. The broad social goals included in s.2 of the *Human Rights Act*, which had been in the preamble to the previous legislation and then became embodied in

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the amended legislation as its stated purpose, in particular s.2(e) which recognizes the responsibility that the government, all public agencies and all persons in the province have to ensure equal opportunity for all individuals.

143. In *O'Quinn*, the Nova Scotia Court of Appeal adopted the approach to the interpretation of human rights legislation articulated by the Supreme Court of Canada in *University of British Columbia v. Berg*, [1993] 2 S.C.R. 353, per Lamer C.J.:

> In addressing the issue of the interpretation of the British Columbia *Human Rights Act*, Lamer C.J. made reference to the recent decision of the Supreme Court, which set out quite a different approach to interpretation than the approach that was used in *Jenkins*. He said at p.370:
>
> > "In my reasons in *Heerspink*, I commented on the unique nature of human rights legislation (at pp.157-58):
> >
> > > When the subject matter of a law is said to be the comprehensive statement of the 'human rights' of the people living in that jurisdiction, then there is no doubt in my mind that the people of that jurisdiction have through their legislature clearly indicated that they consider that law, and the values it endeavours to buttress and protect, are, save their constitutional laws, more important than all others.
> >
> > > Following *Heerspink*, this Court has had many occasions to comment on the privileged status of human rights legislation. In *Ontario Human Rights Commission v. Simpson-Sears Ltd., supra*, McIntyre J. observed (at p.547) that '[l]egislation of this type is of a special nature, not quite constitutional but certainly more than the ordinary – and it is for the courts to seek out its purpose and give it effect.' This Court has repeatedly stressed that a broad, liberal and purposive approach is appropriate to human rights legislation, and that such legislation, according to La Forest J. in *Robichaud*, at p.89, 'must be so interpreted as to advance the broad policy considerations underlying it.'"

144. In *Nova Scotia v. Hodder*, 1998 CanLII 5962, the Nova Scotia Court of Appeal relied on the Court's reasons in *O'Quinn* to hold that the administration by the Province of Nova Scotia of pension and other benefits falls within the meaning of "the provision of services" under s.5(1)(a) of the *Human Rights Act*.

145. The decision of Edwards J. in *Reed*, *supra*, which allowed the Complainants' application for judicial review of the Human Rights Officers' decision not to accept their complaint, also supports a finding that the Respondent's discriminatory administration and enforcement of

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s.20(1) of the *Food Safety Regulations* falls within the purview of the *Human Rights Act*. Edwards J. found that the complaint fell squarely within the mandate of the Human Rights Commission in s.2(e) of the *Human Rights Act*: *Reed, supra* at para.12. Edwards J. also held that "[t]he *Human Rights Act* trumps the Ombudsman, the *Building Code of Canada*, and the other affected departments of government": *Reed, supra* at praa.14.

146. An interpretation of "services" that encompasses the Respondent's administration and enforcement of s.20(1) of the *Food Safety Regulations* also better achieves the purpose of human rights legislation to address the effects of systemic discrimination: see *British Columbia (Public Service Employee Relations Commission) v. BCGSEU*, [1999] 3 SCR 3, 1999 CanLII 652 ("*Meiorin*") at para.42.

147. McLachlin J., as she then was, writing for the Supreme Court of Canada in *Meiorin*, *supra*, articulated a revised approach to what an employer must show to justify a *prima facie* case of discrimination, given the difficulties with the conventional approach. Under the conventional approach, if an employer could not justify a directly discriminatory standard as a *bona fide* occupational requirement ("BFOR"), the standard would be struck down in its entirety. However, if the standard was found to be a neutral one that adversely affected a certain individual, the employer would have to accommodate the individual claimant to the point of undue hardship, but the discriminatory standard would remain intact: *Meiorin, supra,* at para.30.

148. In explaining the Court's decision to articulate a new approach, McLachlin J. relied in part on the conclusion that the conventional analysis served to legitimize systemic discrimination, or "discrimination that results from the simple operation of established procedures of recruitment, hiring and promotion, no one of which is necessarily designed to promote discrimination": *Meiorin, supra* at para.39, quoting from *Canadian National Railway Co. v. Canada (Canadian Human Rights Commission)*, 1987 CanLII 109 (SCC), [1987] 1 S.C.R. 1114, at p.1139.

149. McLachlin J. explained how the conventional analysis might serve to legitimize systemic discrimination as follows:

> 40 Under the conventional analysis, if a standard is classified as being "neutral" at the threshold stage of the inquiry, its legitimacy is never questioned. The focus shifts to whether the individual claimant can be accommodated, and the formal standard itself always remains intact. The conventional analysis thus shifts attention away from the substantive norms underlying the standard, to how "different" individuals can fit into the "mainstream", represented by the standard.
>
> *Meiorin, supra* at para.40

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150. McLachlin J. wrote that the conventional analysis applicable to adverse effects discrimination "bars the court from assessing the legitimacy of the standard itself": *Meiorin, supra,* at para.41. McLachlin J. relied on the following passage from the article by Shelagh Day and Gwen Brodsky, "The Duty to Accommodate: Who Will Benefit?" (1996), 75 *Can. Bar Rev.* 433, where the authors discuss the conventional approach to neutral standards and the duty to accommodate those who are adversely affected by them:

> 41 …
>
> The difficulty with this paradigm is that it does not challenge the imbalances of power, or the discourse of dominance, such as racism, ablebodyism and sexism, which result in a society being designed well for some and not for others. It allows those who consider themselves "normal" to continue to construct institutions and relations in their image, as long as others, when they challenge this construction are "accommodated."
>
> Accommodation, conceived this way, appears to be rooted in the formal model of equality. … Accommodation does not go to the heart of the equality question, to the goal of transformation, to an examination of the way institutions and relations must be changed in order to make them available, accessible, meaningful and rewarding for the many diverse groups of which our society is composed. Accommodation seems to mean that we do not change procedures or services, we simply "accommodate" those who do not quite fit. We make some concessions to those who are "different" rather than abandoning the idea of "normal" and working for genuine inclusiveness.
>
> …
>
> *Meiorin, supra,* at para.41

151. McLachlin J. explained how the conventional analysis shielded systemic discrimination from scrutiny in the case before the Court:

> 42 … Although the Government may have a duty to accommodate an individual claimant, the practical result of the conventional analysis is that the complex web of seemingly neutral, systemic barriers to traditional male-dominated occupations remains beyond the direct reach of the law. The right to be free from discrimination is reduced to a question of whether the "mainstream" can afford to confer proper treatment on those adversely affected, within the confines of its existing formal standard. If it cannot, the

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edifice of systemic discrimination receives the law's approval. This cannot be right.

Meiorin, supra, at para.42

152. McLachlin J. stated that "the conventional analysis may compromise both the broad purposes and the specific terms of the Code": *Meiorin, supra,* at para.43. She then set out the relevant purposes from the British Columbia *Human Rights Code*:

> 44 In British Columbia, the relevant purposes are stated in s.3 of the Code:
>
> 3 …
>
> (a) to foster a society in British Columbia in which there are no impediments to full and free participation in the economic, social, political and cultural life of British Columbia;
>
> (b) to promote a climate of understanding and mutual respect where all are equal in dignity and rights;
>
> (c) to prevent discrimination prohibited by this Code;
>
> (d) to identify and eliminate persistent patterns of inequality associated with discrimination prohibited by this Code;
>
> (e) to provide a means of redress for those persons who are discriminated against contrary to this Code. …

Meiorin, supra, at para.44

153. In light of the explicit purposes of the Code, and the principle that human rights statutes ought to be interpreted liberally so that they may better fulfill their objectives, McLachlin J. held that the conventional approach did not allow these statutes to accomplish their objectives as well as they might otherwise do:

> 44 …
>
> This Court has held that, because of their status as "fundamental law", human rights statutes must be interpreted liberally, so that they may better fulfill their objectives: *O'Malley, supra*, at p.547, *per* McIntyre J.; *Action Travail, supra*, at pp.1134-36, *per* Dickson C.J.; *Robichaud v. Canada (Treasury Board)*, 1987 CanLII 73 (SCC), [1987] 2 S.C.R. 84, at pp.89-90, *per* La Forest J. An interpretation that allows the rule itself to be questioned only if the discrimination can be characterized as "direct"

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> does not allow these statutes to accomplish their purposes as well as they might otherwise do.
>
> *Meiorin, supra,* at praa.44

154. Returning to the wording of the human rights legislation before her, McLachlin J. concluded that, "[s]tated simply, there is no statutory imperative in this case to perpetuate different categories of discrimination and provide different remedies for their respective breaches": *Meiorin, supra,* at para.46.

155. While *Meiorin, supra* dealt with an employer's justification for discrimination rather than on the meaning of "services," the Court's reasoning, with its focus on the importance of addressing systemic discrimination, is helpful in determining the meaning of "services" in the Nova Scotia *Human Rights Act*.

156. An interpretation of "services" in s.5(1)(a) of the *Human Rights Act* that captures only the direct transaction between a service provider and the receiver of that service (in this case, as capturing only the direct relationship between food establishments and customers) might "serve to legitimize systemic discrimination", in the words of McLachlin J. in *Meiorin, supra* at para.39, by failing to take into account the fact that there are numerous structures, systems and practices in society that all work together to create barriers to the full participation in society by individuals who use wheelchairs for mobility. In the context of this case, these structures, systems and practices would include not only the failure of individual food establishments to provide washroom facilities that are accessible to wheelchair users, but also the regulatory regime that the Respondent administers in a way that condones such practices.

157. If, as the Respondent submits, "services" in s.5(1)(a) of the *Human Rights Act* only captures the direct relationship between the food establishment and the Complainants, and not the service provided to the public by the Respondent in its administration of the *Food Safety Regulations*, the legitimacy of the Respondent's discriminatory administration of that regime is not questioned. The focus shifts to whether an individual complainant can be accommodated by a particular food establishment, and the Respondent's practice remains intact.

158. Borrowing from the words of McLachlin J. in *Meiorin, supra*, although individual food establishments may have a duty to accommodate an individual complainant, the practical result of the Respondent's approach would be that part of the complex web of seemingly neutral, systemic barriers to wheelchair users remains beyond the direct reach of the law.

159. It is significant that the purposes of the Nova Scotia *Human Rights Code* go beyond those at issue in *Meiorin*, *supra*, by explicitly recognizing that the Nova Scotia government, the Respondent in this case, has "the responsibility to ensure that every individual in the Province is afforded an equal opportunity to enjoy a full and productive life."

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160. A narrow interpretation of "services," to exclude the services of the Respondent in administering and enforcing the food safety regime for the benefit of the public's health, would compromise both the broad purposes and the specific terms of the Nova Scotia *Human Rights Act*.

161. Furthermore, there is no "statutory imperative" in the Nova Scotia *Human Rights Act* that would restrict the meaning of services in the manner suggested by the Respondent.

162. Moreover, the Respondent's narrow interpretation of "services" also seems to result in absurdity. If, for example, food establishments had washroom facilities for the public but prohibited members of certain racialized groups from using those washrooms, and if that practice was well-known to the Respondent and yet the Respondent continued to issue or renew permits for those food establishments, the Respondent maintains that its conduct would not fall within the purview of the *Human Rights Act* and that if members of the public wished to address the Respondent's conduct directly, as opposed to the conduct of the food establishments, they would have to launch a *Charter* challenge against the government. This cannot be right, given the broad purpose of the *Human Rights Act*, the wording and context of the *Act* as a whole, and the legislative history of s.5(1)(a) of the *Act*.

163. I have very carefully considered the decision of the Federal Court of Appeal in *Watkin v. Canada (Attorney General)*, 2008 FCA 170, upon which the Respondent relies for the proposition that the Respondent's conduct constitutes "enforcement activities," and that enforcement activities do not fit the meaning of "services" in human rights legislation. I find that the decision in *Watkin*, *supra*, is not applicable to this complaint or to the Nova Scotia *Human Rights Act*.

164. The word "services" in the *Canadian Human Rights Act*, the statute at issue in *Watkin*, *supra*, is modified and limited by the phrase "customarily available to the general public," a limiting phrase not found in the Nova Scotia legislation, a fact that the Nova Scotia Court of Appeal considered to be significant in *O'Quinn, supra*:

> 5. It is a discriminatory practice in the provision of goods, ***services***, facilities or accommodation ***customarily available to the general public***
>
> (a) to deny, or to deny access to, any such good, service, facility or accommodation to any individual …
>
> …
>
> *Watkin, supra* at para.20

165. This difference in wording was significant to the decision of the Federal Court of Appeal that the enforcement activities of Health Canada at issue in *Watkin, supra* did not fall within the jurisdiction of the *Canadian Human Rights Act*:

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> 22 In my view, Health Canada, when enforcing the *Food and Drugs Act* in the manner complained of is not providing "services, … ***customarily available to the general public***" within the meaning of section 5. The actions in question are coercive measures intended to ensure compliance. The fact that these measures are undertaken in the public interest does not make them "services".
>
> …
>
> 31 … I agree that because government actions are generally taken for the benefit of the public, the "***customarily available to the general public***" requirement in section 5 will usually be present in cases involving discrimination arising from government actions (see for example *Rosin, supra* at para.11, and *Saskatchewan Human Rights Commission v. Saskatchewan (Department of Social Services)*, (1988), 52 D.L.R. (4th) 253 at 266-268. However, the first step to be performed in applying section 5 is determine whether the actions complained of are "services" (see *Gould, supra* per La Forest J., para.60). In this respect, "services" within the meaning of section 5 contemplate something of benefit being "held out" as services and "offered" to the public (*Gould, supra*, per La Forest J., para.55). Enforcement actions are not "held out" or "offered" to the public in any sense and are not the result of a process which takes place "in the context of a public relationship" (*Idem*, per Iacobucci J., para.16). I therefore conclude that the enforcement actions in issue in this case are not "services" within the meaning of section 5.
>
> *Ibid*. at paras.22 and 31 [emphasis added]

166. The decision in *Watkin, supra*, is also distinguishable on the facts. The "coercive measures" of Health Canada in that case were very different from the broad range of activities undertaken by the Respondent in this case. *Watkin, supra* involved discrete actions of Health Canada vis-à-vis one corporation, specifically a request to cease and desist advertising a certain product, a request to recall and cease the sale of the product, and a seizure of a quantity of the product. As the Complainants point out, unlike *Watkin, supra*, this case involves a systemic practice of the Respondent affecting all food establishments at every stage of the compliance spectrum.

167. The Federal Court of Canada in *Watkin, supra*, found support for its decision about the meaning of "services" in the *Canadian Human Rights Act* in the decision of the Supreme Court of Canada in *Gould v. Yukon Order of Pioneers*, [1996] 1 SCR 571. In *Gould, supra*, the Court concluded that the exclusion of the female appellant from membership in the Yukon Order of Pioneers based on sex did not fall within the meaning of "services" in the Yukon *Human Rights Act*. However, significant to the decision of the majority in *Gould, supra*, written by Iacobucci J., and to the concurring judgment of La Forest J., was the limiting phrase "when offering or

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providing services, goods or facilities to the public" in s.8(a) of the Yukon *Human Rights Act*: *Gould, supra*, *per* Iacobucci J. at paras.16-17; *per* La Forest J. at paras.20 and 51-55.

168. La Forest J., in his concurring judgment in *Gould, supra*, observed that human rights legislation across Canada contained a phrase limiting the word "services," and in doing so, suggested that s.4 of the Nova Scotia *Human Rights Act* was similar in that it employed a definition of discrimination stated in terms of the denial of "opportunities, benefits and advantages available to other individuals or classes of individuals in society": *Gould, supra* at para.53. However, I do not find this statement to be helpful or applicable to the interpretation of "services" in this case. First, the statement was not necessary to Iacobucci J.'s judgment. Second, he did not refer to the entire definition of discrimination in s.4, which is much broader than the wording relied on in his judgment. Third, the Nova Scotia Court of Appeal decision in *O'Quinn, supra* focused specifically on the wording of s.5(1)(a) of the Nova Scotia *Human Rights Act*, noted the lack of language limiting "services" and relied on the fact that the legislature amended the legislation to remove the limiting language previously in the *Act* to distinguish the Nova Scotia *Act* from other human rights legislation in Canada.

169. Finally, I find that the decision of the Supreme Court of Canada in *Canada (Canadian Human Rights Commission), supra*, relied on by the Respondent, does not apply to this case. In *Canada (Canadian Human Rights Commission), supra*, the complaints were a direct attack on the *Indian Act*: at para.3, per Gascon J. for the majority. The complainants in that case needed to demonstrate that the legislative provisions fell within the statutory meaning of a "service": *ibid*. The Canadian Human Rights Tribunals concluded that legislation was not a service under the *Canadian Human Rights Act* and dismissed the complaints: *ibid*. On judicial review, both the Federal Court and the Federal Court of Appeal found the Tribunal decisions to be reasonable. The appeals to the Supreme Court of Canada were dismissed. The Complainants in this case are not attacking s.20(1) of the *Food Safety Regulations*. They are challenging the government's administration and application of that regulation, and in particular, the government's failure to enforce that section in respect of members of the public who use wheelchairs for mobility.

170. I conclude that the Respondent's administration and enforcement of the *Food Safety Regulations* is in respect of "the provision of or access to services" in s.5(1)(a) of the Nova Scotia *Human Rights Act*, and that therefore the Respondent discriminated against individuals who use wheelchairs for mobility in its administration and enforcement of s.20(1) of the *Food Safety Regulations* contrary to ss.5(1)(a) and (o) of the *Human Rights Act*.

171. Given this conclusion, I do not find it necessary to determine whether the activities of the Respondent also fall within the meaning of "the provision of or access to facilities" in s.5(1)(a) of the Nova Scotia *Human Rights Act*, or whether s.15(1) of the *Charter* supports the position of the Complainants in this case.

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Defences: BFOQ or Reasonable Limit Prescribed by Law

172. The Respondent asserts that, in the event that I find that it has discriminated on the basis of physical disability in the provision of or access to services in violation s.5(1)(a) and (o) of the *Human Rights Act*, the discrimination is permitted under s.6(f)(i) of the *Act* as a *bona fide* qualification or under s.6(f)((ii) of the *Act* as "a reasonable limit prescribed by law as can be demonstrably justified in a free and democratic society."

173. I do not find that either of these exceptions apply in this case.

174. The *Meiorin* test applies to all claims of discrimination under human rights legislation, and all those governed by such legislation "are now required in all cases to accommodate the characteristics of affected groups within their standards, rather than maintaining discriminatory standards supplemented by accommodation for those who cannot meet them": *British Columbia (Superintendent of Motor Vehicles) v. British Columbia (Council of Human Rights) ("Grismer")*, [1999] 3 S.C.R. 868, 1999 CanLII 646 (SCC) at para.19 [emphasis in original].

175. McLachlin J., writing for the Court in *Grismer*, explained the *Meiorin* test as follows:

> Once the plaintiff establishes that the standard is *prima facie* discriminatory, the onus shifts to the defendant to prove on a balance of probabilities that the discriminatory standard is a BFOR or has a *bona fide* and reasonable justification. In order to establish this justification, the defendant must prove that:
>
> (1) it adopted the standard for a purpose or goal that is rationally connected to the function being performed;
>
> (2) it adopted the standard in good faith, in the belief that it is necessary for the fulfillment of the purpose or goal;
>
> (3) the standard is reasonably necessary to accomplish its purpose or goal, in the sense that the defendant cannot accommodate persons with the characteristics of the claimant without incurring undue hardship.
>
> *Grismer, supra* at para.20

176. The Respondent does not interpret s.20(1) of the *Food Safety Regulations* as requiring food establishments to have washroom facilities that are accessible and therefore usable by members of the public who use wheelchairs because the Respondent interprets its mandate as being focused on food safety, and it considers hand washing by members of the public and washroom accessibility issues as not relating to food safety. Thus, the Respondent adopted it approach to s.20(1) of the *Food Safety Regulations* – the standard at issue in this case – for the purpose of focusing solely on food safety. This purpose is rationally connected to the function

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being performed by the Respondent, which is the administration and enforcement of the *Food Safety Regulations*.

177. I find that the Respondent adopted the standard (its administration and enforcement of s.20(1) of the *Food Safety Regulations*) in good faith, in the belief that it was necessary for the fulfillment of the goal of focusing on food safety.

178. I find that the Respondent fails the third branch of the *Meiorin* test.

179. McLachlin J., in the context of a claim of discrimination by an employee against an employer in *Meiorin*, *supra*, explained that the third branch of the test requires a respondent to build conceptions of equality into the standard by considering, within the standard, "reasonable alternatives" and "various ways" to accommodate individuals that are "less discriminatory," without causing undue hardship:

> 55 This approach is premised on the need to develop ***standards that accommodate the potential contributions of all employees in so far as this can be done without undue hardship*** to the employer. Standards may adversely affect members of a particular group, to be sure. But as Wilson J. noted in *Central Alberta Dairy Pool, supra* at p. 518: "[***i]f a reasonable alternative exists*** to burdening members of a group with a given rule, that rule will not be [a BFOR]". It follows that a rule or standard must accommodate individual differences to the point of undue hardship if it is found reasonably necessary. Unless no further accommodation is possible without imposing undue hardship, the standard is not a BFOR in its existing form and the *prima facie* case of discrimination stands.
>
> …
>
> 64 Courts and tribunals should be sensitive to ***the various ways in which individual capabilities may be accommodated***. Apart from individual testing to determine whether the person has the aptitude or qualification that is necessary to perform the work, the possibility that there may be ***different ways*** to perform the job while still accomplishing the employer's legitimate work-related purpose should be considered in appropriate cases. The skills, capabilities and potential contributions of the individual claimant and others like him or her must be respected as much as possible. Employers, courts and tribunals should be innovative yet practical when considering how this may best be done in particular circumstances.
>
> 65 Some of the important questions that may be asked in the course of this analysis include:

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(a) Has the employer investigated ***alternative approaches*** that do not have a discriminatory effect, such as individual testing against a more individually sensitive standard?

(b) If alternative standards were investigated and found to be capable of fulfilling the employer's purpose, why were they not implemented?

(c) Is it necessary to have all employees meet the single standard for the employer to accomplish its legitimate purpose or could standards be reflective of group or individual differences and capabilities be established?

(d) Is there a way to do the job that is ***less discriminatory*** while still accomplishing the employer's legitimate purpose?

(e) Is the standard properly designed to ensure that the desired qualification is met without placing an undue burden on those to whom the standard applies?

(f) Have other parties who are obliged to assist in the search for possible accommodation fulfilled their roles? …

…

68 Employers designing workplace standards owe an obligation to be aware of both the differences between individuals, and differences that characterize groups of individuals. They ***must build conceptions of equality*** into workplace standards. By enacting human rights statutes and providing that they are applicable in the workplace, the legislatures have determined that ***the standards governing the performance of work should be designed to reflect all members of society, in so far as this is reasonably possible***. Courts and tribunals must bear this in mind when confronted with a claim of employment-related discrimination. To the extent that a standard unnecessarily fails to reflect the differences among individuals, it runs afoul of the prohibitions contained in the various human rights statutes and must be replaced. ***The standard itself is required to provide for individual accommodation, if reasonably possible***. A standard that allows for such accommodation may be only slightly different from the existing standard but it is a different standard nonetheless.

…

Meiorin, supra at paras.55, 64-65 and 68 [emphasis added]

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180. In *Grismer, supra*, the Superintendent of Motor Vehicles was found to have discriminated on the basis of disability in the provision of services when he cancelled Mr. Grismer's driver's license because of a medical condition affecting Mr. Grismer's vision. The Court found that the Superintendent of Motor Vehicles failed the third branch of the *Meiorin* test.

181. The standard at issue in *Grismer, supra* was "an absolute denial of a driver's license" to people with Mr. Grismer's condition: *Grismer, supra* at para.32. McLachlin J., writing for the Court, held that the Superintendent bore the burden of demonstrating that the standard incorporated every possible accommodation to the point of undue hardship, and that the Superintendent could have done this in two ways:

> 32 Against this backdrop, I come to the question of whether the Superintendent met the burden of showing that the standard he applied to people with H.H. – an absolute denial of a driver's license – was reasonably necessary to achieve the goal of moderate highway safety. In order to prove that its standard is "reasonably necessary", the defendant always bears the burden of demonstrating that the standard incorporates every possible accommodation to the point of undue hardship, whether that hardship takes the form of impossibility, serious risk or excessive cost. In this case, there are at least two ways in which the Superintendent could show that a standard that permits no accommodation is reasonably necessary. First, he could show that no one with the particular disability could ever meet the desired objective of reasonable highway safety. For example, using current technology, someone who is totally blind cannot safely operate a motor vehicle on the highway. Since accommodation of such a person is impossible, it need not be further considered. Alternatively, if the Superintendent could not show that accommodation is totally inconsistent with his goal, he could show that accommodation is unreasonable because testing for exceptional individuals who can drive safely despite their disability is impossible short of undue hardship.
>
> *Grismer, supra* at para.32

182. The Superintendent failed to prove on a balance of probabilities that no one with Mr. Grismer's condition could drive with a reasonable level of safety and that, alternatively, individual assessment was not feasible because it would have been impossible short of undue hardship: *Grismer, supra* at paras.34-41.

183. McLachlin J. criticized the Superintendent's failure to consider any of the options that might have made an assessment of Mr. Grismer's driving abilities viable and affordable:

> 42 In summary, the Superintendent offered ***no evidence that he had considered any of the options*** that might have made an assessment of Mr. Grismer's driving abilities viable and affordable. Content to rely on the general

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> opinion of the medical community, and ignoring the evidence that some people with H.H. can and do drive safely, ***he offered not so much as a gesture in the direction of accommodation***. ***His position, quite simply, was that no accommodation was necessary***. Under the *Meiorin* test, ***it was incumbent on the Superintendent to show that he had considered and reasonably rejected all viable forms of accommodation***. The onus was on the Superintendent, having adopted a *prima facie* discriminatory standard, to prove incorporating aspects of individual accommodation with the standard was impossible short of undue hardship. The Superintendent did not do so. On the facts of this case, the Superintendent's blanket refusal to issue a driver's license was not justified. …
>
> *Grismer, supra* at para.42

184. McLachlin J. concluded by clarifying that the Court's decision established Mr. Grismer's right to be assessed, not his right to a driver's license, and that "those who provide services subject to the *Human Rights Code* must adopt standards that accommodate people with disabilities where this can be done without sacrificing their legitimate objectives and without incurring undue hardship":

> 44 This case deals with no more than the right to be accommodated. It does not decide that Mr. Grismer had the right to a driver's license. It merely establishes that he had a right to be assessed. That was all the Member found and all that we assert. The discrimination here lies not in the refusal to give Mr. Grismer a driver's license, but in the refusal to even permit him to attempt to demonstrate that his situation could be accommodated without jeopardizing the Superintendent's goal of reasonable road safety. This decision stands for the proposition that those who provide services subject to the *Human Rights Code* must adopt standards that accommodate people with disabilities where this can be done without sacrificing their legitimate objectives and without incurring undue hardship. It does not suggest that agencies like the Motor Vehicle Branch must lower their safety standards or engage in accommodation efforts that amount to undue hardship.

185. In this case, the Respondent's approach to s.20(1) of the *Food Safety Regulations* is not reasonably necessary to accomplish its purpose or goal because it has failed to establish that it cannot accommodate persons with the characteristics of the Complainants without incurring undue hardship.

186. The Respondent did not offer any evidence, or even make the argument, that it would experience any hardship itself if it administered and enforced s.20(1) of the *Food Safety Regulations* as requiring food establishments to have washroom facilities that are accessible to members of the public who use wheelchairs for mobility.

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187. The Respondent asserted that individual food establishments would suffer undue hardship if it were to apply s.20(1) of the *Food Safety Regulations* as requiring food establishments to have washrooms that are wheelchair accessible, because this would lead to the revocation of permits and the ultimate closure of food establishments because of the cost involved in providing accessible washroom.

188. Assuming, without deciding, that the Respondent may rely on hardship caused to third parties, in this case food establishments, to justify its discriminatory administration and enforcement of s.20(1) of the *Food Safety Regulations*, the Respondent offered no evidence that it considered every reasonable alternative to burdening wheelchair users or the various ways in which it could apply s.20(1) in a manner that is less discriminatory to wheelchair users, without causing undue hardship to food establishments.

189. Similar to the case in *Grismer, supra*, the Respondent could have discharged the burden on it under the third branch of the *Meiorin* test in two ways. First, the Respondent could have demonstrated that no food establishment that is grandfathered under the *Building Code Regulations* could ever provide a washroom available to the public that is accessible to wheelchair users because in every case it would cause undue financial hardship to the establishment and threaten its ongoing operation. Alternatively, the Respondent could have demonstrated that a case-by-case assessment of undue financial hardship on food establishments would cause a food establishments undue hardship.

190. Neither the Respondent nor the Restaurant Association asserted or called evidence to establish that no food establishment grandfathered under the *Building Code Regulations* could ever provide a washroom available to the public that is accessible to wheelchair users because in every case it would cause undue financial hardship to the establishment and threaten its ongoing operation. Mr. Vienneau provided an example of the fairly minor renovations that would need to take place at one restaurant to provide a wheelchair accessible washroom.

191. The Respondent has also failed to show that if it undertook a case-by-case assessment of whether providing an accessible washroom would cause a food establishment undue financial burden, that this would cause food establishments undue hardship. An obvious reasonable alternative to the Respondent's standard would have been for the Respondent to apply the requirement in s.20(1) of the *Food Safety Regulations* to have washrooms for the public as requiring washroom that are accessible to members of the public who use wheelchairs, and allow food establishments to apply for extensions of time to come into compliance with the regulation or exemptions from the regulation by demonstrating that compliance would cause them undue financial hardship and/or render the continued operation of the food establishment unviable. These tools are available to the Respondent and have been used by the Respondent to grant exemptions from s.20(1) of the *Food Safety Regulations* or extensions of time to comply with the regulation, including on the basis of financial hardship.

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192. Some food establishments may be able to provide accessible washrooms for the public. Some may not be able to do so without experiencing undue financial hardship. Some may need time to comply. This does not justify the Respondent's approach, which is that no accommodation is necessary. Under the *Meiorin* test, which applies to the defences to discrimination in both ss.6(f)(i) and (ii) of the *Human Rights Act*, it was incumbent on the Respondent to show that it had considered and reasonably rejected all viable forms of accommodation. The Respondent did not do so.

193. Although I do not find it necessary to do so, I will address the Respondent's assertion that its approach to s.20(1) of the *Food Safety Regulations* is a "reasonable limit prescribed by law" because the Respondent's decision to address accessibility of the built environment, including restaurants, under the progressive realization process in the *Accessibility Act*. The conduct or activity at issue in this case is the Respondent's practice in administering and enforcing s.20(1) of the *Food Safety Regulations*. The Respondent' practice is not "prescribed by law." It is not required by s.20(1). In fact, I find that the Respondent's practice is inconsistent with s.20(1) and the regulations and the *Health Services Act* as a whole. Furthermore, there is no evidence that the Respondent's approach to the *Food Safety Regulations* was in any way related to or because of the progressive realization approach taken in the *Accessibility Act*. The *Food Safety Regulations* came into force in 2004, and the Respondent's approach dates back at least to that time. The *Accessibility Act* came into force in 2017.

194. On the facts of this case, the Respondent's blanket refusal to administer and enforce s.20(1) of the *Food Safety Regulations* in a way that does not require food establishments to have washrooms that are accessible to members of the public who use wheelchairs for mobility is not justified under s.6(f)(i) or (ii) of the *Human Rights Act*.

Remedy

195. The Complainants, in addition to seeking an order requiring the Respondent to enforce s.20(1) of the *Food Safety Regulations* in a non-discriminatory manner, seek nominal damages to be used for the purpose of accessible washrooms to protect public health. The Complainants did not specify the amount of damages, or explain how such damages could be put toward the purpose of accessible washrooms to protect public health.

196. Given my finding that the Complainants experienced discrimination, I find that they are entitled to some amount of damages. The Board of Inquiry in *Trask v. Department of Justice (Correctional Services)*, 2010 NSHRC 1 (CanLII) at paras.197-203 reviewed a number of Nova Scotia Human Rights Board of Inquiry cases involving disabled employees who were terminated from their employment. The general damage awards in those cases ranged from a low of $1,000 (in a 2004 decision) to a high of $10,000 (in a 2007 decision). Consistent with the request of the Complainants for an amount of damages that is "nominal," but yet recognizes the discrimination experience by them, I consider it appropriate to award each of them an amount of $1,000. I leave it up to the Complainants to decide how they wish to use the money.

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197. For the reasons given above, I order the following remedies:

1. An order that the Respondent interpret, administer and enforce the words "washroom facilities for the public available in a convenient location" in s.20(1) of the *Food Safety Regulations* as requiring those washroom facilities to be accessible to members of the public who use wheelchairs;
2. An order that the Respondent pay to each Complainant an amount of $1,000 in damages.

Dated at Halifax, Nova Scotia, this 6th day of September, 2018.

_____
Gail L. Gatchalian, Q.C.
Board of Inquiry Chair

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ATTACHMENT C

TOWN of LUNENBURG
A World Heritage Site

119 Cumberland Street
P.O. Box 129
Lunenburg, Nova Scotia
Canada B0J 2C0

www.explorelunenburg.ca

TOWN OFFICE
902-634-4410

ELECTRIC UTILITY
902-634-4410

FIRE DEPARTMENT
902-634-8343

PUBLIC WORKS
902-634-8992

RECREATION
902-634-4006

FACSIMILIE
902-634-4416

February 20, 2020

Richard Derible
Director, Restorative Initiatives, Nova Scotia Department of Justice
1690 Hollis Street
Halifax, NS B3J 1V7

Dear Mr. Derible:

Working Group re: REED ET AL. VS Province of Nova Scotia Tribunal Decision

As Mayor of the Town of Lunenburg I am writing to express the concerns of this community as action and regulation is being recommended in response to the above noted tribunal decision.

First, if there are recommendations that would increase the responsibility of, and therefore the financial burden on, municipal units, it is imperative that **dialogue be initiated** to determine how this can possibly be accommodated given the structure and resources of municipalities in Nova Scotia.

Second, as a rare urban UNESCO World Heritage Site, Old Town Lunenburg stands to be severely impacted by regulatory change that would necessitate alteration to the historic properties and streetscape of our Historic District, which encompasses our primary commercial district. **Historically significant architecture and streetscapes could be lost**, if special consideration is not given.

In addition, while interior alteration is not governed by local heritage regulation, significant changes to the interior of most of our old buildings to fully accommodate wheelchair access, **would put small businesses in Lunenburg at risk**. The loss of business would, in turn, drastically impact the sustainability of our Heritage Site and the Town itself. While Lunenburg is perhaps the best example of an historic downtown streetscape, we know that we are not alone with these concerns and interests.

It is very important that we collaborate to find the right balance between the human rights of all citizens and the potential for undue burden as an unintended consequence of trying to do "the right thing". We reference and fully support the joint letter from the NSFM and the AMANS, to Premier Stephen McNeil, dated December 16, 2019. (copy attached)

We applaud the priority the Provincial government is giving to accessibility issues. We ask, however, that the reality of Municipalities be duly considered in the process. The Town of Lunenburg is a special place that contributes to Nova Scotia's growth and prosperity. Let's work together to ensure the future continues to be bright for us all.

Sincerely,

Rachel Bailey
Mayor
Town of Lunenburg

cc: Premier Stephen McNeil - stephenmcneil@ns.aliantzinc.ca
Mayor Pam Mood, President NSFM - mayor.mood@townofyarmouth.ca
Juanita Spencer, Chief Executive Officer - jspencer@nsfm.ca
Mike Dolter, President AMANS - mdolter@truro.ca
Janice Wentzell, Executive Director - jwentzell@amans.ca
MLA Suzanne Lohnes-Croft - lunenburgmla@eastlink.ca
The Honourable Mark Furey, Attorney General and Minister of Justice

NOVA SCOTIA FEDERATION OF MUNICIPALITIES

amans
ASSOCIATION OF MUNICIPAL ADMINISTRATORS NOVA SCOTIA

December 16, 2019

The Honourable Stephen McNeil
Premier, Province of Nova Scotia
P.O. Box 726, Halifax, NS B3J 1X5

Delivered by E-mail

Dear Premier McNeil:

RE: ACCESSIBLE WASHROOMS IN RESTAURANTS

We commend the Province for leading the restorative process for accessible washrooms in restaurants and for including NSFM and AMANS in the stakeholder group examining compliance. As a valued voice at the table, we know you will agree it's important that we address major concerns we have on behalf of members, which we hope helps form the conversation as we all move forward.

We recognize that the barriers to accessibility are a reality for many Nova Scotians with disabilities and the Province is committed to improving accessibility. Last week, the Nova Scotia Government announced that municipalities will be prescribed as public sector bodies under the provincial Accessibility Act as of April 1st, 2020.Since the Accessibilities Act was proclaimed in 2017, the Accessibility Directorate has worked with the municipal sector to ensure a clear understanding of the obligations under the Act.

We understand that developing a compliance framework is challenging because it encompasses several connecting pieces which can have far-reaching implications. It involves finding a balance between what is readily achievable and what is an undue burden. However, the accelerated pace at which the development of the compliance framework is moving, with so many unanswered questions, could result in unintended consequences for businesses, municipalities and for the province. We believe that the process needs to be slowed down or stopped until there is clarity on the number of non-compliant restaurants, the degree and cost of the required upgrades, the construction timeframe and deadline, and possible sources of funding. We would further note that the serious skilled-trades shortage will have a tremendous impact on the timelines of the vast majority of those requiring changes, large or small.

.../cont'd

Faced with an ultimatum to comply with broad, one-size-fits-all recommendations under a tight deadline, restaurant owners could be forced to relocate, or close altogether. Many restaurants in Nova Scotia are currently located in our downtowns, where historic and important community buildings are located. That kind of adaptive re-use is common and it's what entices visitors to the unique heritage areas of our province like Lunenburg's UNESCO World Heritage Centre waterfront, Baddeck's lakeside district and Halifax's iconic Argyle Street. Modifying these structures to meet 2019 Building Code will be architecturally impossible and prohibitively expensive.

Margins in the food and beverage industry are already so small that if the cost to comply is more than 1% of revenues, then it's too much. If the shops and restaurants that service those areas can't afford to remain there, once-vibrant downtowns will concede defeat to suburban business parks. No one wants this to happen. The effects of losing the downtowns cannot be overstated. That will happen when the cost to retrofit current spaces outweighs the cost to relocate, or when landlords push back with a prescribed refit and look to house other commercial tenants instead.

The province is currently not on track with respect to its tourism expansion and further erosion of our downtowns will frustrate the province's ability to reach the One Nova Scotia target of $4 billion in tourism revenue by 2024.

Since the One Nova Scotia Report was released, government has been working towards reducing the regulatory burden for small business. Any new regulations should be streamlined and straightforward.

Clarity with respect to the line of accountability when it comes to inspection and compliance is also critical. Municipalities struggle to find Building Officials, particularly in rural areas, and capacity is a very real issue.

The sustainability of many Nova Scotia communities depends heavily on small businesses, and the food and beverage industry form a large proportion of the commercial tax base in many municipalities, particularly towns. Any decrease in commercial tax revenue will result in higher commercial taxes to offset lost revenue. If there are anticipated costs to municipalities, there must be a 12-month notice with detailing the fiscal implications, enabling municipalities to budget for those additional expenditures. Discussion regarding funding streams for this work is also necessary as part of the broader plan.

.../cont'd

In closing, timing is a critical piece in determining any compliance framework. When engaged and informed, our members are trailblazers in ensuring that our municipalities are a place where everyone is welcome and supported. The process that resulted in a proclamation date and deadline for municipal accessibility plans was fair and resulted in a reasonable timeframe. We trust this process will follow a similar route to ensure all parties have time to react.

We look forward to further discussions which will include the points contained herein. This initiative is important to all Nova Scotians, and we want to ensure success on all fronts.

Signed,

Mayor Pam Mood
President, Nova Scotia Federation of Municipalities

Mike Dolter, MBA, CPA, CMA
President, Association of Municipal Administrators, Nova Scotia

CC: The Honourable Chuck Porter, M.L.A., Minister of Municipal Affairs and Housing
The Honourable Mark Furey, M.L.A., Minister of Justice
The Honourable Gordon Wilson, M.L.A., Minister of Environment

Draft revised section 4 (a) – GG Jan 16/20

TOWN OF LUNENBURG PROCEDURAL POLICY #86 - COUNCIL AND MANAGEMENT EXPENSE AND HOSPITALITY CLAIMS

PURPOSE

1. This Policy provides a process and criteria by which Lunenburg Town Council ("Council") and management staff expense and hospitality claims may be considered for approval. These provisions were previously included in the Town's Personnel Policy, but are now stated in this Policy for ease of reference and inclusion of the following 2017 amendments to the Municipal Government Act ("Act").

   Section 23 (3)

   (3) Each municipality shall adopt an expense policy and a hospitality policy.

   (4) An expense policy must
   - *(a) prohibit the municipality from reimbursing expense claims for alcohol purchases by an individual;*
   - *(b) identify the persons who have signing authority to authorize the reimbursement of an expense;*
   - *(c) where applicable, set out rules respecting the use of corporate credit cards;*
   - *(d) apply to every reportable individual in the municipality; and*
   - *(e) comply with the regulations.*

   (5) A hospitality policy must
   - *(a) establish the expenditures, including an alcohol purchase, that may be a hospitality expense;*
   - *(b) establish the approval process for authorizing hospitality expenses;*
   - *(c) establish the scope and applicability of the policy; and*
   - *(d) comply with the regulations.*

   (6) An expense may only be reimbursed if that expense is authorized pursuant to the expense policy or the hospitality policy.

   (7) By the January 31st immediately following a regular election held under the Municipal Elections Act, the council shall review the expense and hospitality policies and, following a motion by the council, either re-adopt the policies or amend one or both of the policies and adopt the policies as amended.

2. Reference should also be made to the Town's Council Professional Development and Conference Attendance Procedural Policy for information regarding the approval

procedure for same.

3. Expenses considered under this Policy are for attendance at conferences, training, meetings or other business events ("event") representing the Town that are in compliance with this Policy and the Act, have been pre-approved by Council in the Town's annual budget and/or by specific request, or by the CAO or designate for management staff.

PROCEDURE

4. Expenses for attendance at approved events representing the Town will be reimbursed as follows within approved Council budget amounts.

(a) Transportation: the actual cost of the most economical mode of travel, typically by personal vehicle. Vehicle costs will be reimbursed at the Provincial standard rate as amended from time to time. The following are pre-determined maximum allowable travel claim distances to:

- Bridgewater	40 kilometres
- Chester	80 kilometres
- Dartmouth	220 kilometres
- Halifax Airport	250 kilometres
- Halifax	200 kilometres
- Liverpool	130 kilometres
- Mahone Bay	25 kilometres
- Sydney	1100 kilometres
- Wolfville	200 kilometres

Variances from these pre-determined maximum amounts will be considered if the expense claimant provides the actual kilometers based on their vehicle odometer reading or travel distance calculator and confirmation on the Expense Claim Form that they picked up and/or dropped off multiple Town representatives to attend the same approved event, and/or travel was required during an event to multiple event venues, or similar circumstances as approved by the CAO, Finance Director and/or Mayor as set out in Section 4 (g) herein.

If more than one Council and/or management staff member are attending the same event they are expected, when reasonable, to travel together in one vehicle.

If a Town vehicle is used, the approximate cost of fuel will be billed to the relevant Town budget account used to pay for event attendance.

Air travel reservations may be made by authorized Corporate Services staff following the Town's Purchasing Policy and Municipal Credit Card Use Administrative Policy as applicable.

(b) Accommodations: actual cost for the authorized Town Council or management

staff member, plus approved parking and internet fees as applicable.

Accommodation reservations and payment will be made by Corporate Services staff following the Town's Purchasing Policy and Municipal Credit Card Use Administrative Policy as applicable.

(c) Meals: out of Town events - $15.00 breakfast (departure from Lunenburg required before 6:30 a.m.), $20.00 lunch (unable to return to Lunenburg before 1:00 p.m.), and $35.00 dinner (unable to return to Lunenburg before 6:30 p.m.), to a daily maximum of $70.00 with no receipts required. If a meal is provided as part of the event, an additional meal claim shall not be made. Reimbursement for alcohol purchases is not permitted.

A $15.00 meal expense may also be claimed if attendance at an in-Town event occurs during these meal periods and the event does not provide a meal and it is not possible for the Council or management staff member to leave to have their regular meal. Corporate Services staff will generally make prior catering arrangements for a meal to be provided in such circumstances through the use of a Town Purchase Order. Reimbursement for alcohol purchases is also not permitted.

Council may also budget for a maximum of $1000./year, plus HST to provide for the attendance of Council members and/or senior management staff at relevant special event dinners, e.g., Lunenburg Board of Trade AGM, Habitat for Humanity and MICA annual dinners, etc.

(d) Registration Fees: actual cost to be paid in advance by Corporate Services staff in compliance with the Town's Purchasing Policy, Municipal Credit Card Use Administrative Policy and/or other relevant Town Procedural Policies.

(e) Miscellaneous Expenses – Council and management staff members may also claim up to $15.00/day for each overnight stay for an approved out of Town event to a maximum of $75.00/week without receipts for expenses for which receipts are generally unavailable when attending same which exceed one day and require an overnight stay outside Town (other than their own residence). Miscellaneous expenses may include tips, parking meters, taxis, bridge and ferry fares, buses, etc., but cannot be used to increase meal allowances noted above or purchase alcohol. Receipts should be presented for all miscellaneous expenses whenever possible.

(f) Hospitality Expenses - the Mayor, Chief Administrative Officer (CAO) and/or their designate(s) may use the per person meal allowances listed above in subsection (c) for hospitality purposes with visiting officials while conducting Town business.

A Town Purchase Order should be used in such instances in accordance with the Town Purchasing Policy or detailed receipts provided for subsequent reimbursement. Council must approve the reimbursement of expense claims that exceed these limits or for any alcohol purchases.

(g) Expense Claim Form - all claimants must submit a completed Town Expense Claim Form when seeking reimbursement for expenses listed above. This shall be submitted within thirty days of expenses being incurred to the CAO and Finance Director for approval. The Town Finance Director and Mayor shall determine if expenses claimed by the CAO may be approved for payment. The CAO, Finance Director and Mayor may request of the claimant additional verification of the expense prior to approving payment.

(h) Spousal Expenses - expenses for the spouses of Council and management staff members will not be reimbursed.

(i) HST - all maximum expense amounts stated herein do not include HST which may be claimed as an additional expense for payment on proof of HST payment.

5. No reimbursement will be made for Council and/or management staff attendance at partisan political events.

6. No advances for expenses will be paid unless pre-approved by the CAO and Finance Director. All advances shall follow the same reporting format as outlined in this Policy and a final Expense Claim Form shall be submitted to determine if repayment of any advance is required or additional reimbursement is due.

Clerk's Annotation For Official Policy Book

Date of Notice to Council Members
of Intent to Consider (7 days minimum): May 8, 2018

Date of Passage of Current Policy: May 22, 2018

I certify that this Policy was adopted by Council as indicated above.

_____ _____
Municipal Clerk Date

Draft revised section 10 (a) – GG Jan 16/20

STAFF TRAINING AND DEVELOPMENT

I. General Statement of Policy and Objectives

It is the policy of the Town of Lunenburg to encourage employees to attend training courses, seminars, conventions and meetings ("courses, etc.") which will upgrade their qualifications and job-related skills.

The objectives of this policy are:

1. to increase employees' competence in their present jobs, thereby increasing their contribution to the Town; and

2. to provide employees with an opportunity to receive increased benefits from their work through future advancement.

Statement of Procedures

1. Each Department Head will submit estimates of expenditures for courses, etc., when preparing their budget. Council shall approve a training and development program for each department as part of the budget. Each Department Head will correspond with relevant training and educational institutions to obtain current information on available courses, etc., and keep staff informed of training and development opportunities.

2. When requesting approval to take a course, etc., with or without pay the employees must satisfactorily demonstrate that it will increase their effectiveness in their present jobs.

3. When requesting approval to take a course, etc., the employee should complete the application form (Schedule "A") and submit it to their Department Head at least thirty days before the commencement of the course, seminar or convention. Upon approval by the Department Head, the request will be forwarded to the CAO for final approval. A copy of the completed application form shall be placed on the employee's Personnel File whether it is approved or not, and a copy shall be given to the employee. If the request is one which cannot be approved within the current budget, then a special request for approval may be made by the CAO to Council.

4. If the course, etc., is not directly related to the employee's present work, on recommendation of the CAO, the CAO may decide that the Town will benefit nonetheless, and the employee may be granted a leave of absence without pay. A leave of absence without pay may also be granted for courses, etc., which cannot be covered by Council's budget. If Council feels that it can bear part of the expense, arrangements may be made for the employee to pay the balance. This clause applies only to those courses, seminars and conventions which are requested by the employee.

5. The Town of Lunenburg has a $1,200. limit per individual for convention expenditures annually. Department Heads will identify conventions that they wish to attend in their relevant budget estimates for the upcoming fiscal year. Conventions are generally considered to be the annual general meeting of a professional type association of which the staff person is a member. All other training courses, seminars and meetings will be considered under a separate budget category for staff training. When considering an employee's application for a convention, the Department Head and CAO will bear these budgetary restraints in mind. The Town Council may approve the attendance and payment of full costs of staff at conventions over the $1,200. limit, if, it is felt that it would be an advantage to the individual and the Town. Such a request should be made and determined by Council at the time of setting the Town's budget.

6. The Department Head and CAO shall also base their approval or disapproval of a request pursuant to this policy on other relevant factors such as the staffing needs of their department at the time the employee has requested to be absent.

7. When two employees apply for a course, etc., and only one of them can attend due to the restrictions referred to above, the Department Head should decide between them on the basis of these considerations:

    a. which of the employees is in the greatest need of the training or education; and

    b. which of the employees has had an opportunity to attend a similar event most recently.

    If these factors do not assist in arriving at a decision, then the senior employee shall be chosen to attend the course, etc.

9. Department Heads, the CAO and/or Council may require employees to attend courses, etc., which will upgrade their qualifications and job-related skills.

10. Expenses for attendance at courses, etc., will be reimbursed as follows within approved budget levels:

    a. Transportation: the actual cost of the most economical mode of travel. Vehicle costs will be reimbursed at the Provincial standard rate as amended from time to time. The following kilometer amounts are established for travel to the below noted places:

- Bridgewater 40 Kilometers
- Chester 80 Kilometers
- Halifax Airport 250 Kilometers
- Halifax 200 Kilometers
- Liverpool 130 Kilometers
- Mahone Bay 25 Kilometers
- Dartmouth 220 Kilometers
- Sydney 1100 Kilometers
- Wolfville 200 Kilometers

Variances from these pre-determined maximum amounts will be considered if the expense claimant provides the actual kilometers based on their vehicle odometer reading or travel distance calculator and confirmation on the Expense Claim Form that they picked up and/or dropped off multiple Town representatives to attend the same approved event, and/or travel was required during an event to multiple event venues, or similar circumstances as approved by the CAO, Finance Director and/or Mayor.

If a Town vehicle is used, the approximate cost of fuel will be billed to the relevant Town budget account used to fund the seminar, etc.

b. Hotel or Motel: actual cost.

c. Meals:

i. courses, etc., exceeding more than one (1) day: $30. flat maximum cost per day. 1 day course, etc.,: $12.00 for lunch; if, however, a one (1) day course, etc., runs over two (2) meal periods, because it is not possible to return home before 6:00 p.m. or the employee must leave home prior to 6:30 a.m., an additional $12.00 may be claimed; and, if, three (3) meals are required, the $30.00 daily amount may be claimed. These are set rates and no receipts are required for reimbursement.

ii. maximum for only Council, senior management and Lunenburg and District Fire Department out of Town training, conferences or other businesses representing the Town - $15.00 breakfast, $20.00 lunch, and $35.00 dinner (evening), to a daily maximum of $70.00 (no receipts required). And further, increase to incidental allowance to $15.00/day with a $75.00 maximum.

d. Registration Fees: actual cost.

e. Miscellaneous Expenses - employees may also claim up to $10. per day for each overnight stay to a maximum of $30. per week without receipts for those expenses for which receipts are unavailable when attending a course, etc., that exceeds one day and requires an overnight stay outside the Town (other than their own residence). Receipts should be presented for all miscellaneous expenses whenever possible. Miscellaneous expenses may include tips, parking, taxis, buses, etc., but cannot be used to increase meal allowances.

f. The Mayor, CAO and/or their designate(s) may use the per person expenses listed above in subsection (c) to entertain officials if it is in the interest of the Town to do so. If possible, a Town purchase order should be used in such instances. Receipts should be kept for reimbursement of these expenses. Council must approve the reimbursement of expense claims that exceed these limits.

g. Claimants must submit an Expense Claim Form as attached hereto as Schedule "B" when seeking reimbursement for the expenses listed above and such form will be submitted within sixty (60) days of the expenses being incurred to the relevant Department Head and CAO for approval.

Original receipts should be attached to the completed claim form as required.

h. Expenses of spouses will not be reimbursed, unless the spouse is invited by Council to attend.

11. If more than one staff member is attending the same course, etc., they are expected to travel in one vehicle, and, where reasonable, share accommodations.

12. All accommodation and travel bookings are to be made by the Town Office secretaries to ensure utilization of government discounts and Town purchase orders.

13. If a non-management/non-unionized employee is required and approved by their Department Head and CAO to attend a course, etc., which is partly or entirely outside their regular work hours, excluding travel time, they shall be compensated with straight hourly pay or straight time off in lieu of pay as determined by the Department Head and CAO.

14. If a non-management/non-unionized employee personally requests to attend a course, etc., no additional remuneration will be given to them for any portion of time in attendance at or travel to and from the course, etc., outside their regular work day.

15. Advances for expenses may be made to the employee for those expenses which are known when the employee so requests. An expense claim form (showing deductions for advance monies received) and receipts, as required, must still be completed on the employee's return from the course, etc.

16. Upon completion of the course, etc., the employee shall forward a written report regarding the course, etc., to the relevant Committee or Council at their earliest opportunity. Progress reports and course marks for courses, etc., longer than one (1) year must be reported to the relevant Committee or Council annually. These reports shall be retained in the employee's personnel file.

Draft revised section 6 (2) – GG Jan 16/20

EMPLOYEE EXPENSES

I. General Statement of Policy and Objectives

It is the policy of the Town of Lunenburg to provide for certain expenses which employees incur in the course of their work. The purposes of this policy is to specify which expenses will be paid for by the Town.

II. Statements of Procedures

1. Reimbursement for Mileage

There is no reimbursement of mileage within Town limits. However, any employee who uses his/her own vehicle for Town purposes as approved by the CAO outside the Town limits shall be reimbursed for distance travelled at a rate set annually by the Town.

Further, the CAO, Recreation Director, Public Works Superintendent and other employees determined by the CAO or Finance Director shall receive a car allowance of $40.00 per month for the use of their car within Town limits for Town purposes. The Building/Fire Inspector shall be paid $80.00 per month for mileage costs within Town limits for Town purposes.

And further, the Superintendent of the Public Works Department or employees in their Department shall be reimbursed at a rate of $17.00 per day or $9.50 per half day for the use of their own vehicles if departmental vehicles are not working and a replacement vehicle is required to carry out the necessary departmental work. It shall be the responsibility of the Department Head to request a purchase order from the Town Purchasing Agent for use of their vehicle in advance verifying that it is required. Departmental vehicles shall mean the van and half (½) ton trucks in the Public Works Department.

For out of Town trips Council shall establish set mileage distances for reimbursement purposes. Current mileage distance from the Town of Lunenburg and return to various communities are as follows:

- Bridgewater 40 Kilometers
- Chester 80 Kilometers
- Halifax Airport 250 Kilometers
- Halifax City 200 Kilometers
- Liverpool 130 Kilometers
- Mahone Bay 25 Kilometers
- Dartmouth 220 Kilometers

- Sydney 1100 Kilometers
- Wolfville 200 Kilometers

Variances from these pre-determined maximum amounts will be considered if the expense claimant provides the actual kilometers based on their vehicle odometer reading or travel distance calculator and confirmation on the Expense Claim Form that they picked up and/or dropped off multiple Town representatives to attend the same approved event, and/or travel was required during an event to multiple event venues, or similar circumstances as approved by the CAO, Finance Director and/or Mayor.

2. Special Use of Town Vehicles Outside Regular Work Hours

The following staff are permitted to use a Town vehicle as described below outside regular work hours: Town Engineer and Public Works Superintendent; to go home for lunch (12:00 noon approximately); and to go home for dinner (after work 4:30 p.m. or 5:00 p.m. approximately), if, they are required to return to work in the evening or to check on emergency situations (e.g., check streets during snow storms), or will be attending an out-of-Town evening meeting on behalf of the Town of Lunenburg, returning to work in the evenings for emergency situations such as weekend snow storms, the Town Engineer and Public Works Superintendent are also permitted to take the vehicle home on the weekend when it is expected that the vehicle will be needed to check streets during snow storms. The vehicles that may be used for this purpose are as follows: Public Works Department van or half (1/2) ton trucks.

This benefit is provided because these employees are on call and may need to attend emergency situations, meetings, etc. outside regular work hours and directly from their homes.

3. Reimbursement for Other Expenses

Any employee who is required to leave the Town on business shall be reimbursed for expenses incurred as a result of the trip, including transportation, lodging, meals and parking. Employees will be required to verify expense claims with receipts. Any employee who attends a conference, convention, seminar or training session, or who takes a course, shall be covered by the provisions of the Town's policy regarding staff training and development.

Document No:
Meeting: February 14/20 Council
Circulate: Council, LD, PB, IT
File: Sidewalks & Budget 20/21

M E M O R A N D U M

TO: **TOWN COUNCIL**

FROM: **IAN TILLARD, P. ENG., TOWN ENGINEER CONSULTANT**

DATE: **APRIL 9, 2020**

RE: **PROPOSED NEW SIDEWALK ALONG NORTH SIDE TANNERY ROAD**

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1. FACTS

The proposed sidewalk for the north side of Tannery Road has been in the planning stage for a number of years. In 2018 ABLE Engineering created a survey, layout sketch and costs estimates for this project. The sidewalk would require new easements from the properties as well as a revised power pole layout for the three power poles. There are additional project logistics which are addressed in this report for Council's consideration.

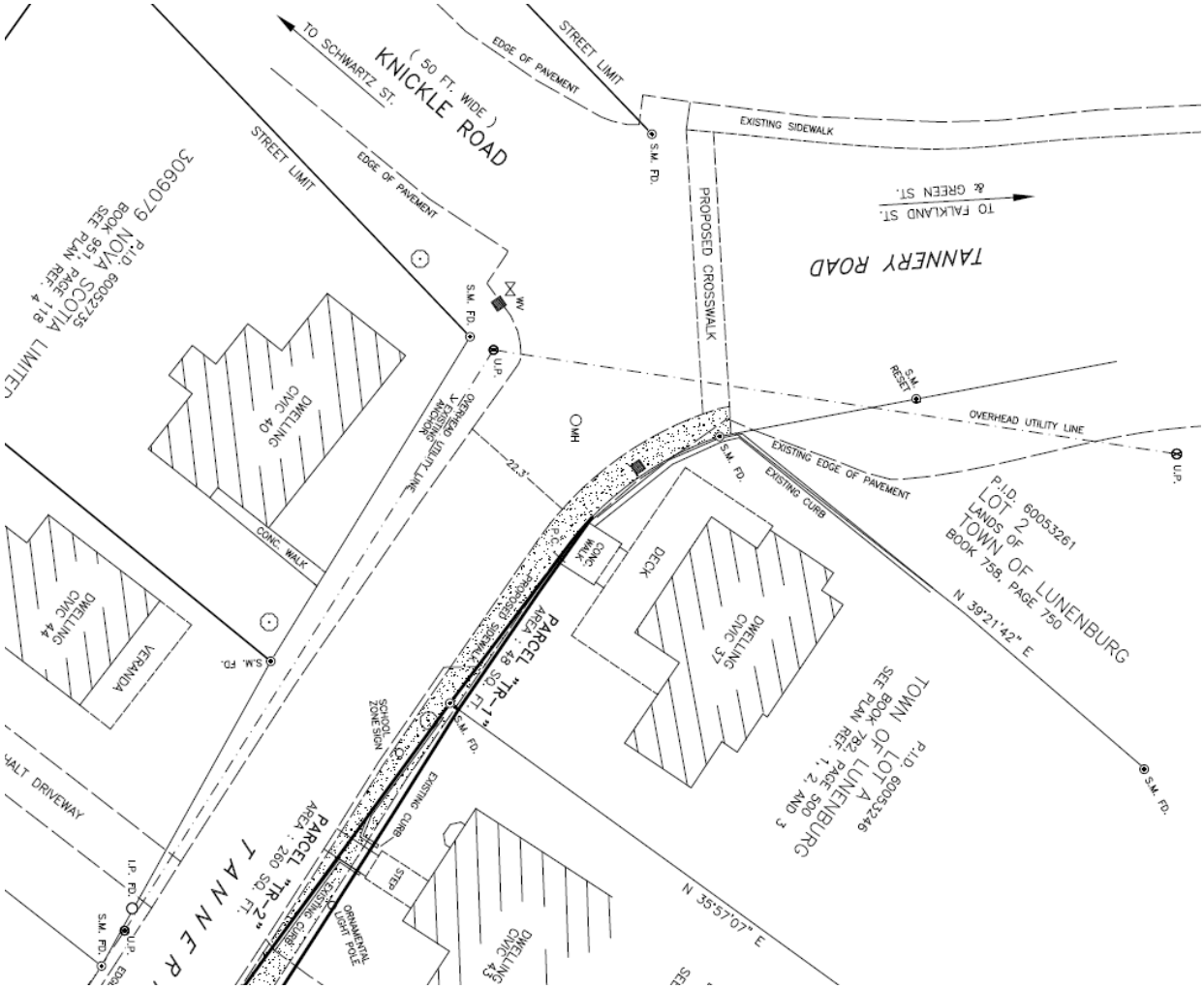
2. ISSUES AND OPTIONS ANALYSIS

The sidewalk design runs along the north side of Tannery Road from the parking lot on the north side of the Captain Angus Walters house at #37 Tannery Road to the park area by the seawall. Access to the sidewalk from the south side of Tannery Road would require a new crosswalk from the south west corner of the intersection of Tannery Road and Knickle Road. Access from the north side is across the parking lot in front of the old School Annex. Revised costs are estimated at $255,000 for this project.

Aside from the high costs there are some logistical concerns with this project:

- The proposed sidewalk in front of the Walters house and house beside it actually has to be laid directly into what is now the street, thereby reducing the street width at this point for a length across both properties and a bit beyond.
- The proposed sidewalk in front of these two houses will butt directly up to their front exit stairs and requires a retaining wall in front of one of the houses.
- To keep the intrusion into the street to a minimum, the sidewalk width must also be kept to a minimum, so along this constricted section there is traffic immediately against it on one side and stairs and a short retaining wall on the other side. The width has not been finalized, but it would be six feet or less and the street width at this pinch point with house on the opposite side will be reduced by this amount. The minimum width for a sidewalk in Lunenburg is 5 feet to accommodate the sidewalk plow. There is no option in terms of alternate

location of a sidewalk because there is even less space on the north side of the street to place a sidewalk. So while technically feasible, it is not a very elegant solution and it is costly. See below for an excerpt from the engineering layout showing the pinch point.



For the case of moving the project forward as originally planned the steps are:

(1) Negotiate and sign new land agreements.
(2) Do the detailed design.
(3) Tender the construction.
(4) Contract with NSPI to have poles moved.
(5) Contract to have trees removed.
(6) Sidewalk construction.
(7) Landscape re-instatement construction.

Due to the traffic engineering and cost concerns, consideration of an alternative less expensive approach is warranted that would allow for shared use of the existing roadway through traffic calming and awareness/safety measures. To pursue this option, staff could propose acceptable and affordable measures that would be installed by Town forces. These type of measures were generally discussed in the Bicycle Nova

Scotia report issued to Lunenburg in Fall 2019 so this report is a good overview of this approach. As an example, some of the techniques that could be considered are:

- Gateway treatment.
- Introduce pinch points.
- Lane shifts.
- Speed humps.
- Speed tables.
- Materials and appearance.
- Shared streets.
- Speed reduction.

FINANCIAL IMPACT

For the original plan the 2018 estimates provided by ABLE Engineering are:

Final plan and layout plan	$3,500
Engineering	$7,500 (updated in 2020)
Construction	$125,000
Power poles x 5 relocate	$20,000
Construction contingency of 15%	$23,000
Tree removals and various property restitutions	$26,000
Private property land purchase costs	$30,000
Town legal costs for property purchases and street realignment	$15,000
Legal cost reimbursement for private property owners	$5,000
Total Project Budget	**$255,000**

Note that this is not based on detail design, but in preliminary layouts only.

For the proposed alternate, costs would be determined only when calming measures have been assessed and preferred options chosen. Regardless, the measures will be considerably cheaper than the current plan. Potential that Town staff could execute most of the work.

Council approval is required to continue with this project and there are two options:

(1) Continue with the existing plan at an estimated cost of $255,000.

(2) Cancel the original planned project and direct Town staff to pursue an alternate plan of designing and installing traffic calming measures. Reduce the current budget request amount to $7,500 to engage a consultant to assist staff in developing a detailed plan. Construction costs TBA, but they will be substantially less than for the current plan.

Staff are recommending option #2.

3. STRATEGIC PLAN RELEVANCE

1) Promote High Quality of Life by: A. Beautifying the community.

2) Celebrate our Community by: B. Cultivating a positive visitor experience.

3) Champion opportunities for our community's health and well-being by: B. Facilitating and encouraging healthy lifestyles; and C. Maintaining and enhancing our status as a safe community.

4. RECOMMENDATION AND DRAFT MOTION

It is recommended that Council approve the following draft motion:

Draft Motion:
To cancel the existing planned project for the Tannery Road sidewalk and instruct Town staff to develop an alternate plan of traffic calming, to be presented to Council at a future date. Reduce the current budget request for 2020/21 to $7,500 to engage a traffic designer to assist staff in developing the traffic calming plan.

Circulated: _____

Document No: 7
Meeting: Council April 28, 2020
Circulate To: Council, BR, JL, JM, PB
File: Water/Wastewater - General

M E M O R A N D U M

TO: **TOWN COUNCIL**

FROM: **PETER BAKER, PUBLIC WORKS SUPERINTENDENT, JOHN LOHNES, TAYLOR ROMBAUT AND JOHN MADER, WATER RESOURCE OPERATORS**

DATE: **APRIL 17, 2020**

RE: **MARCH 2020 WATER AND WASTEWATER QUALITY TEST RESULTS**

1. FACTS

The Nova Scotia Environment "Approval" documents to operate both for the Water Treatment Plant (Class II water treatment facility) and the Wastewater Treatment Plant (Class II wastewater treatment facility) require that certain tests be carried out to verify the quality of treated water and wastewater at the respective plants. There are also Federal testing standards. Routine testing is conducted both in Town labs at each plant and independently certified labs to determine compliance levels with both the Provincial and Federal standards. If any test result exceeds the standards then explanations are provided. This report provides a monthly summary of these results.

At the end of each year an annual report is also prepared for both treatment plants and filed with the Provincial and Federal governments.

2. ISSUES AND OPTIONS

Wastewater Treatment Plant

The Provincial Approval to operate requires that treated wastewater be tested a minimum of five times per month (once per week) for:

- biochemical oxygen demand (BOD maximum 20 mg/L);
- suspended solids (SS maximum 20 mg/L); and
- fecal coliform (maximum 1000 counts/100 mls).

pH (between 6.5 - 9.0) is tested daily (five times per week).

Disinfection is required to be continuous with the use of UV lights.

The Approval document further states that the facility is considered to be “in compliance with effluent limitations if 80% of the sample test results, at the frequency and number specified…meet the specified limit(s)...No single test result can be greater than two times the limits”.

The Town is also required to comply with the Federal Environment Canada Wastewater Systems Effluent Regulations. We test treated water from the Wastewater Treatment Plant for Carbonaceous Biochemical Oxygen Demand (CBOD maximum 25 mg/L), Total Suspended Solids (TSS maximum 25 mg/L), un-ionized ammonia (maximum 1.25 mg/L) and pH (between 5.5 - 9.5) every two weeks. Acute lethality tests are conducted quarterly and in this test rainbow trout are used to determine if they can survive in wastewater effluent over a 96-hour period. According to the regulations if four consecutive acute lethality tests pass when taken quarterly (over a year) then the testing for acute lethality can be reduced to once per year.

Results

The following table identifies any test result which exceeded the Provincial Standards in February.

Parameter Tested (# of test)	Maximum Limit	Exceeded Maximum Limit
BOD (5)	20 mg/L	None
SS (5)	20 mg/L	None
Fecal Coliform (5)	1,000 counts/100 mls	None
pH (20)	6.5 – 9.0	None
Comment: All February test results met the Provincial Standards		

All March test results met the Federal Standards. No rainbow trout died in the last acute lethality test performed on December 3, 2019. According to the Environment and Climate Change Canada regulations we are now only required to test for acute lethality yearly as the last four consecutive samples passed the test requirements. The next acute lethality test will be performed in December 2020.

We have attached a table which provides a summary of the average monthly daily flow (US gallons per day) of wastewater which has been treated from 2009 to date.

Water Treatment Plant

The Provincial Approval document requires weekly total coliform and E. coli bacteria tests for water entering the distribution system and various water distribution system sample points. In addition, aluminum is tested monthly. Quarterly we test for: parameters for corrosion control; lead; trihalomethanes; bromodichloromethane; and haloacetic acids. Annually, we test raw water and treated water for compliance with the Federal Guidelines for Monitoring Public Drinking Water Supplies and a fuller

assessment every five years. The Province can also request viruses, Giardia and Cryptosporidium testing at any time.

Results

All March and quarterly test results were in compliance with the Provincial Approval requirements.

Additional information is attached with the line loss since January 2014 up to date and the location and cause of water leaks within the distribution system since January 2015 up to date.

3. FINANCIAL IMPACT

Funds are included in the Water Treatment Plant and Wastewater Treatment Plant operating budgets to pay for these water quality tests.

4. STRATEGIC PLAN RELEVANCE

Strategic Planning Goal #3. A. (a.) of the Town's Strategic Plan is to "Champion opportunities for our community's health and well-being by ... Protecting our natural environment ... Continue to provide solid waste management, sewage treatment and high-quality water to all of our residents".

5. RECOMMENDATION

This report is provided for Town Council's information.

Acknowledged only by:

Bea Renton, CAO

Encls. 3

Waste Water Treatment Plant

Average Monthly Daily Flows (USGPD)	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009
January	940,294	767,857	840,324	990,669	798,500	821,333	1,228,376	797,289	963,316	906,324	636,808	681,049
February	959,648	592,263	978,915	822,827	902,320	632,291	1,171,563	804,590	969,710	974,459	693,503	689,140
March	903,731	726,059	915,953	916,966	1,083,288	949,220	965,278	1,043,356	965,597	998,449	802,902	914,341
April		1,107,593	1,113,196	736,749	933,020	1,602,759	965,278	764,799	632,395	985,934	569,976	1,070,959
May		974,489	792,349	855,584	728,810	485,225	573,635	887,125	654,174	1,157,628	477,666	702,156
June		914,011	678,713	884,103	626,112	991,863	639,974	989,508	656,993	840,575	559,765	678,842
July		601,530	643,826	580,779	615,238	628,417	526,474	834,703	605,139	629,526	686,258	547,631
August		577,504	504,183	617,797	508,015	627,702	509,224	601,246	559,871	834,769	582,341	577,263
September		273,878	520,990	601,488	524,950	462,222	550,710	662,096	996,792	588,082	571,014	502,385
October		649,833	884,682	491,703	773,368	728,372	851,612	716,092	714,657	1,188,019	578,492	944,224
November		942,787	1,067,517	554,340	735,231	625,240	1,053,808	889,923	774,717	1,028,785	948,721	636,926
December		906,862	770, 823	939,003	930,390	831,210	1,207,248	1,128,674	1,117,587	1,050,063	1,109,152	1,006,181
Average Daily Volume/Year USG		752,889	745,054	749,334	763,270	782,155	853,598	843,283	800,912	931,884	684,717	745,925
Days per year		365	365	365	366	365	365	365	366	365	365	365
Total Yearly Volume USG		274,804,455	271,944,679	273,506,897	279,356,880	285,486,407	311,563,392	307,798,420	293,133,914	340,137,812	249,921,529	272,262,573
Year to Year Increase (Decrease) USG		2,859,776	-1,562,218	-5,849,983	-6,129,528	-26,076,984	3,764,972	14,664,506	-47,003,898	90,216,284	-22,341,045	

*** Due to power outages these volumes may not be completely accurate**

Town of Lunenburg Water Use

2014				
	Pumped	**Sold ***	**Unaccounted Water Use/Loss**	**Percent**
January to March	41,343,988	33,477,361	7,866,627	19.03%
April to June	41,683,941	34,045,724	7,638,217	18.32%
July to September	46,966,995	35,008,429	11,958,566	25.46%
October to December	38,523,608	33,039,285	5,484,323	14.24%
2015				
January to March	38,685,055	31,474,195	7,210,860	18.64%
April to June	41,053,551	33,846,179	7,207,372	17.56%
July to September	44,926,119	33,983,269	10,942,850	24.36%
October to December	38,532,914	35,139,044	3,393,871	8.81%
2016				
January to March	39,065,596	32,368,168	6,697,428	17.14%
April to June	38,905,020	34,990,883	3,914,137	10.06%
July to September	50,366,140	39,678,233	10,687,907	21.22%
October to December	40,464,380	37,443,578	3,020,802	7.47%
2017				
January to March	37,574,680	33,531,323	4,043,357	10.76%
April to June	39,237,440	36,096,612	3,140,828	8.00%
July to September	48,072,704	42,657,360	5,415,344	11.26%
October to December	40,528,840	35,983,255	4,545,585	11.22%

2018				
January to March	38,260,460	33,880,209	4,380,251	11.45%
April to June	39,117,100	33,951,871	5,165,229	13.20%
July to September	45,083,423	38,246,005	6,837,418	15.17%
October to December	37,931,817	33,208,199	4,723,618	12.45%

2019				
January to March	38,188,700	32,842,069	5,346,631	14.00%
April to June	41,667,340	34,992,919	6,674,421	16.02%

July to September	55,870,980	38,731,499	17,139,481	30.68%
October to December	41,662,060	37,768,735	3,893,325	9.35%

2020				
January to March	39,497,480	31,682,469	7,815,011	19.79%
April to June				#DIV/0!
July to September				#DIV/0!
October to December				#DIV/0!

*Based on an average of 150/gallons/day residential use. This typically increases during warm month periods.

Water Leaks in Distribution System

2015				
Month	**Date**	**Street**	**Address or Block**	**Problem or Cause**
January	12	Victoria Road	Civic 80	3/4" water service with pin holes
January	22	Kempt Street	Between Townsend and Cumberland	6" valve bonnet broke
January	26	Lincoln Street	Civic 187	3/4" water service brass connection
January	26	Falkland Street	Civic 71	6" valve bonnet broke
February	11	Blockhouse Hill Road	Between Civic 11 and Civic 24	6" watermain cracked
February	18	High Street	Civic 24 (Hospital)	6" sprinkler service leaking
February	20	McDonald Street	Between Brook and Green	4" watermain cracked
April	15	Victoria Road	Civic 167	8" watermain long split
May	1	Lorne Street	Civic 20	3/4" water service swedge curb stop
June	8	Pelham Street	Civic 178	3/4" water service brass connection
November	24	McDonald Street	Between Brook and Green	4" watermain cracked
December	3	Kaulback Street	Between Kissing Bridge Road and Kinley Drive	8" watermain cracked
2016				
Month	**Date**	**Street**	**Address or Block**	**Problem or Cause**
January	19	Falkland Street	Civic 71	6" sprinkler service cracked
February	18	Archibald Street	Intersection of Green Street	8" X 6" reducer loose fitting
February	25	Centennial	Intersection of Victoria Road	8" X 8" loose fitting (elbow)
March	11	Kaulback Street	Between Kissing Bridge Road and Kinley Drive	8" watermain cracked
March	29	McDonald Street	Between Brook and Green	4" watermain cracked
April	15	Falkland Street	Civic 32	3/4" water service brass connection
July	6	Mason's Beach Road	Between Civic 101 and 142	2" leak watermain
July	25	Bayview Drive	Behind 311 Pelham Street	1 1/2" leak water service
October	21	Dufferin Street	157 Dufferin Street	3/4 " leak water service
October	31	Pelham Street	106 Pelham Street	3/4 " leak water service
December	1	Blue Rocks Road	Civic 359	1" leak water service
2017				
Month	**Date**	**Street**	**Address or Block**	**Problem or Cause**
February	4	Montague	Civic 208	6" watermain cracked
September	7	MacDonald	Civic 59	3/4" Brass service leaking
September	21	Motague	Civic 257	3/4 Brass service leaking
2018				
Month	**Date**	**Street**	**Address or Block**	**Problem or Cause**
February	6	Brook	Civic 108	6" watermain cracked
February	15	Green	Civic 23	6" watermain cracked
March	19	Victoria Road	Civic 79	8" watermain cracked
May	15	Bayview Drive	Behind 305 Pelham	2" plastic line fitting
July	2	Victoria Road	Between 80 and 58	1" service holes in pipe
October	4	Dufferin Street	Civic 121	3/4 " leak water service
November	4	Young Street	End of Young Street in Park	12" AC water line coupling failed
2019				
Month	**Date**	**Street**	**Address or Block**	**Problem or Cause**
May	2	Kempt Street & Lincoln	Civic 24 Kempt Street	6" watermain cracked
June	10	Harbour View Drive	Civic 232	3/4 " leak water service
June	18	Bluenose Drive	Civic 179	12" watermain coupling failed
October	2	Blue Rocks Road	Civic 359	3/4" service hole in pipe
October	21	MacDonald Street	Civic 59	4" cast iron watermain cracked
2020				
Month	**Date**	**Street**	**Address or Block**	**Problem or Cause**
No water leaks in November, December and January				
February	18	McKenzie	Civic 55	3/4 " leak water service
No water leaks in March				

Document No:
Meeting:
Circulate To:
File:

M E M O R A N D U M

TO: **TOWN COUNCIL**

FROM: **KELLY CUNNINGHAM, RECREATION DIRECTOR**

DATE: **APRIL 22, 2020**

RE: **INSTALLATION OF "SHARE THE ROAD" SIGNAGE**

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1. FACTS

At the January 14, 2020 Council meeting, a recommendation came from the Recreation/Lunenburg War Memorial Community Centre Committee meeting on December 11, 2019 to install "Share the Road" signage. This recommendation was brought forward from the Active Transportation Sub-Committee to install cycling safety signage at the main entries into Lunenburg: Victoria Road, Green Street, Dufferin Street, and Maple Street.

The following motion was made by Council on January 14, 2020:

Motion: moved by Councillor Bachman, seconded by Councillor Croft that a staff report be prepared about the potential installation of "Share the Road" signage for cycling safety as noted in the AT Strategic Plan. Motion carried.

2. ISSUES AND OPTIONS

The current cost to purchase a "Share the Road" 75 x 75 sign is $60.20 + HST, which is the most popular and used size. There is also a 60 x 60 sign for $38.50 + HST; however, the last time this sign was sold was in 2011. Delivery is included in this price. These costs do not include a post, which are $60 per post + HST. The labor to prepare and install the signs would be approximately $330.

The **total cost** to purchase and install four signs would be **$810 plus HST**.

The sign would be purchased from the Nova Scotia Department of Transportation, therefore would align with others around the province. The sign would be similar to the image below:



OPTION 1 (recommended): Purchase “Share the Road” signs in the current 2020/21 budget, to be installed at the main entries into Lunenburg at Victoria Road, Green Street, Dufferin Street, and Maple Street.

OPTION 2: Include “Share the Road” signs in future budget deliberations.

OPTION 3: Do not purchase additional “Share the Road” signs.

3. FINANCIAL IMPACT

The cost to purchase and install four signs would be $810 plus HST. These items can be purchased in the 2020/21 transportation budget for Traffic Signs & Posts.

4. STRATEGIC PLAN RELEVANCE

In varying forms this report addresses the following Town Strategic Plan Goals:

Goal 3B: Facilitating and encouraging healthy lifestyles.
Goal 3C: Maintaining and enhancing our status as a safe community.
Goal 5B: Continually and strategically maintaining and upgrading community infrastructure.

5. RECOMMENDATION

It is recommended that Council direct staff to purchase “Share the Road” signs in the current 2020/21 budget, to be installed at the main entries into Lunenburg at Victoria Road, Green Street, Dufferin Street, and Maple Street.

Motion: moved and seconded for staff to include the purchase “Share the Road” signs in the current 2020/21 budget, to be installed at the main entries into Lunenburg at Victoria Road, Green Street, Dufferin Street, and Maple Street.

Acknowledged only by:

Bea Renton
Town Manager/Clerk

Council in camera Meeting Recommendations – April 28, 2020 Council Meeting

February 25, 2020

Motion: moved by ____, seconded by ____that:

WHEREAS:

1. The Town of Lunenburg is the owner of the Lunenburg Academy at 97 Kaulbach Street in Lunenburg.
2. Pursuant to section 50 (5) of the Municipal Government Act, the Municipality may lease a property owned by the Municipality at market value.
3. Nevermore Press Ltd., a Body Corporate has an existing lease of rooms 201a and 201e at the Lunenburg Academy and it is proposed that Nevermore Press Ltd. be granted a new lease on the terms of the lease attached hereto as attachment NPL2.

BE IT THEREFORE RESOLVED THAT:

A. The rental contained in the draft lease attached hereto as attachment NPL is considered by council to be fair market value.
B. The Town shall enter into the lease attached hereto as attachment NPL on the basis that the indemnity agreement referred to as Schedule "D" therein is executed by Ernest Hadley, and the Mayor and Manager/Clerk are authorized to execute the lease and affix the municipal seal thereto.

March 31, 2020

Motion: moved by ____, seconded by ____ to deny the request of Lunenburg Farmers Market to re-open Town facilities at this time subject to review at a later date when more information is available to reassess the public health risk.

Attachment "NPL2"

THIS LEASE made this day of , 2020

BETWEEN:

TOWN OF LUNENBURG, a Municipal body corporate
(the "Landlord")

AND

NEVERMORE PRESS LTD., a body corporate, with registered office at 105 Townsend Street, Lunenburg, Nova Scotia
(the "Tenant")

AND

ERNEST HADLEY, of Lunenburg, Nova Scotia
(the "Indemnifier")

LUNENBURG ACADEMY LEASE

97 Kaulback Street
Lunenburg, Nova Scotia
BOJ 2C0

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SCHEDULE "A", LEGAL DESCRIPTION
SCHEDULE "B", FLOOR PLAN OUTLINING PREMISES
SCHEDULE "C", RULES AND REGULATIONS

WHEREAS the Landlord is the owner of the building known as the Lunenburg Academy in Lunenburg and the Tenant wishes to rent a portion of that building.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree and covenant as follows:

Article 1 — Definitions

1.1 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

(a) "Alterations" has the meaning set out in Section 10.2;

(b) "Assembly Hall" means the room located on the third floor of the Building and identified at the Building as the Assembly Hall;

(c) "Building" means the Lunenburg Academy Building, located at 97 Kaulback Street, Lunenburg Nova Scotia and described in Schedule "A" attached hereto, together with the improvements, fixtures and equipment (whether chattels or fixtures) in such Building (but not including tenants' fixtures, improvements or chattels);

(d) "Common Areas and Facilities" means all that part of the Building, including improvements, parts of buildings, fixtures and equipment (whether chattels or fixtures), which at any time is not included in premises leased to tenants or intended to be leased to tenants, including, lobbies, hallways, the south facing staircase, elevators, washrooms, loading areas, parking areas, driveways, landscaped areas, alarms, security, fire prevention and telecommunication services, janitor closets, and electrical closets;

(e) "Gross Rent" means all sums of money or charges required to be paid under this Lease in relation to the occupation, use and operation of the Premises (except for any Renovation Cost) including, without limitation, payment of realty taxes, capital taxes, business taxes and charges for water, electricity, heating and other utilities and other charges, whether or not the same are designated as "Gross Rent" and shall specifically also include at least one (1) free parking space for tenant use at the Building; provided, however, that H.S.T. shall be charged in addition to the Gross Rent payable pursuant to Article 4.1 and not be inclusive in the total sum of the Gross Rent payable under the aforementioned Article. Gross Rent does not cover telephone, internet and related charges, which are the responsibility of the Tenant;

(f) "Lease" means this lease and all the terms, covenants and conditions set out herein (including all schedules), as amended from time to time in accordance with the terms hereof;

(g) "premises" mean the premises shown highlighted or located in Schedule "B" attached hereto identified as Rooms 201a and 201e on the second floor of the Building.

(h) "Rules and Regulations" means the rules and regulations as described in Section 9.2;
(i) "Term" has the meaning set out in Section 2.2 and, where the context requires, shall include any renewal or extension of the Term pursuant to Section 2.3;
(j) "Transfer" has the meaning set out in Section 12.1;
(k) "Transferee" means any person or entity to whom a Transfer is or is to be made;
(l) "Utilities and Services" (or "Utility and Service", as the case may be) includes, but is not limited to, the supply of water, hot water, heating, electricity, light bulbs, tubes and ballasts, sewage disposal service, and specifically excluding air-conditioning and any other utility or service not operating in the Premises at the time of the commencement of the Lease and specifically excluding the following: climate control, chilled water, any other janitorial and cleaning services and supplies, exterior and interior window cleaning and telephone.

Article 2 — Lease and Term

2.1 Lease

In consideration of the rents, covenants and agreements hereinafter reserved and contained to be paid, observed and performed by the Tenant, the Landlord demises and leases to the Tenant the Premises to have and to hold the same for and during the Term. The Tenant accepts the Lease of the same.

2.2 Term

The term of this Lease (the "Term") shall be (unless renewed or terminated earlier pursuant to the provisions hereof) the period of 1 year commencing on the 15th day of March, 2020 and from thenceforth next ensuing and to be fully completed and ended on the 14th day of March, 2021.

2.3 Option to Renew

The Tenant shall have 5 successive options to renew the Lease for further terms of 1 year on the same terms and conditions (except that in each case the rental from the previous term of the lease shall be increased by the percentage increase in the Consumer Price Index for Nova Scotia for the immediately prior calendar year), and provided that:

a) the Tenant has given 90 days written notice prior to the end of the current term of this Lease of its intention to exercise the option to renew;

b) in the case of the second or any subsequent option to renew, the Tenant exercised the option immediately prior thereto; and

c) the lease has not otherwise been terminated.

The Final Option to Renew and Lease renewal shall not include any further option to renew.

2.4 No Right to Early Termination

Neither party shall have the option, upon notice, for early termination of the lease; Provided that this clause shall not restrict a party's right to terminate pursuant to the expressed terms of this lease including, without limiting the foregoing, the right to terminate if there is a breach of the terms of the lease by the other party which would entitle a party to early termination pursuant to the terms of this lease.

Article 3 — Payment of Rent

3.1 Rent

The Rent shall be payable, unless otherwise provided herein, in equal monthly instalments in advance on the first day of each and every month during the Term. If the Tenant fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of 18% per annum (calculated monthly at the rate of 1.5%) and such interest shall be calculated from the time the Rent becomes due until paid by the Tenant.

3.2 Payment of Rent

(1) Unless otherwise specifically provided herein, all payments of Rent shall be payable without any prior demand therefor at such place and directed to such person as the Landlord may designate from time to time. Until further notice, all Rent shall be paid to the Landlord at 119 Cumberland Street, Lunenburg, Nova Scotia, B0J 2C0.

(2) The Landlord may, at any time and from time to time, and at its sole option, require the Tenant to provide to the Landlord either:

   (a) a series of monthly postdated cheques, each cheque in the amount of the monthly instalment of Rent; or
   (b) authorization and documentation required to automatically debit the Tenant's bank account for such amounts.

3.3 Security Deposit

The Tenant has paid a security deposit of $560.00 pursuant to a prior a Lease. The amount of this security deposit shall be held by the Landlord without interest as security for the due performance by the Tenant of its obligations under this Lease and may be applied in the Landlord's discretion to remedy any default by the Tenant hereunder (including rent in arrears) and may also be applied to any other amounts due by the

Tenant. If the Landlord draws money from the deposit for the purpose of remedying any default of the Tenant the Tenant shall at the request of the Landlord pay forthwith to the Landlord the amount of money required to replace the money so drawn by the Landlord. Without restricting the foregoing in addition to other remedies for default provided herein, the security deposit shall, at the sole option of the Landlord, be non-refundable and treated as pre-calculated liquidated damages which are a portion of the Landlord's total damages if after the execution of the lease the Tenant fails to go into possession or prematurely terminates the lease.

Article 4 — Gross Rent

4.1 Gross Rent

The Landlord reserves and the Tenant covenants and agrees to pay to the Landlord as rent in lawful money of Canada the Gross Rent (the "Gross Rent") in the amount of $6,977.76 plus H.S.T. per annum, payable in equal monthly instalments of $581.48 plus H.S.T. each in advance on the 15th day of each and every month during the Term.

4.2 Damage to Premises

If the Premises shall, at any time, be wholly or partially destroyed or damaged, as a result of calamity, force majeure, environmental risk or any other cause (including, without limiting the foregoing, fire or water) for more than 5 consecutive days, the following provisions shall apply:

(a) if the Premises are not rendered unfit for the Tenant's use by such damage, then Rent shall not abate and the Landlord shall promptly repair the Premises;

(b) if the Landlord determines that the Premises and access thereto are rendered unfit for the Tenant's use to an extent of less than fifty percent (50%), then the Gross Rent shall abate from the date of the damage in the proportion that the area rendered unfit bears to the area of the Premises;

(c) if the Landlord determines that the Premises and access thereto are rendered unfit for the Tenant's use to an extent of fifty percent (50%) or more, (whether by damage to the actual premises or other parts of the Building rendering the Premises unfit for use), then the full amount of Gross Rent shall wholly abate at the rate of $18.76 per diem from the 31st consecutive day following the damage and the Tenant shall cease to carry on business on the Premises. The Landlord may, at its option (without prejudice to its right of termination hereinafter expressed) permit the Tenant to carry on business in any portion of the Premises which is fit for use on such terms as to payment of Rent and otherwise as the Landlord may specify. In the event the Premises are rendered unfit for use to an extent of fifty percent (50%) or more, the Landlord may elect to terminate this Lease by written notice to the Tenant given within sixty (60) days from

the date of the damage, and in that event, the Lease shall terminate effective from the date of the damage;

(d) whenever Section 4.2(b) or (c) applies, and the Landlord has not elected to terminate this Lease, the Landlord shall commence diligently to reconstruct, rebuild or repair the Premises. In performing any reconstruction or repair, the Landlord may effect changes in the buildings, equipment or systems of the Premises or minor changes in the location or area of the Premises.

(e) whenever Section 4.2(b) or (c) applies, and the Landlord has not elected to terminate this Lease, the Landlord shall give the Tenant written notice when the Landlord's reconstruction, rebuilding or repair of the Premises have been completed to the extent that the Tenant can have access thereto or that no Landlord's reconstruction, rebuilding or repair is required. Gross Rent shall recommence on the date of delivery of such notice.

4.3 Decision of Architect or Engineer

Any decisions regarding the extent to which the Premises or any portion of the Premises has become unfit for use shall be made by an architect or professional engineer appointed by the Landlord, whose decision shall be final and binding on the parties. The Landlord, at its discretion, may appoint the Town Engineer of the Landlord, for this purpose.

Article 5 — Utilities and Services

5.1 Charges for Utilities and Services

(1) The Landlord covenants and agrees to supply Utilities and Services [as defined in 1.1(l)] to the Premises and shall be responsible for maintaining, operating, repairing and replacing the system or systems necessary for supplying the Utilities and Services for the Premises.

5.2 Overloading of Utilities and Services

(1) The Tenant shall immediately advise the Landlord of any installations, appliances or machines used by the Tenant that are not equipment or resources that are typically found in offices in Lunenburg County and the Landlord shall supply such excess Utilities and Services required as a result thereof if the Landlord determines, in its sole discretion, that the provision of such excess Utilities and Services:

(a) is within the capacity of the Building systems;

(b) would not affect the operation, aesthetics or structure of the Building;

(c) would not reduce the efficiency of the existing services supplied to other tenants or parts of the Building; and

(d) is otherwise feasible.

(2) The Tenant shall pay in advance to the Landlord all costs, both non-recurring and recurring, of providing all such excess Utilities and Services. Such cost shall be determined by the Landlord in a reasonable manner, which may, but not necessarily, include installation (if none already exist), at the Landlord's expense, of separate meters or other measuring devices in the Premises or elsewhere.

5.3 Interruption of Utilities and Services

(1) In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, or to the Premises, or to any property of the Tenant or anyone else, or for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of whatsoever kind caused by or arising from any interruption or failure in the supply of any Utilities or Services to the Premises.

(2) Notwithstanding the foregoing, in the event that the Tenant, through no fault or negligence of its own, or those for whom it is responsible, is unable to carry-on business for six consecutive business days as a result of the interruption or failure in the supply of any Utilities or Services to the Premises, which the Landlord is obliged to provide, then rent shall abate at the rate of $18.76 per diem until such time as the provision of Utilities or Services resumes.

5.4 Interior Heating

(1) The Landlord shall maintain in the Premises at a reasonable temperature for normal occupancy of a building of similar style and age during business hours as determined by the Landlord (which hours shall be, until changed by the Landlord by notice in writing to the Tenant, 8:30 a.m. to 5:00 p.m. from Monday to Friday (except holidays)). Unless at the direct fault of the Landlord, the Landlord shall not be liable for any inadequacy in performance of the interior heating system that falls materially outside of the reasonable temperature for normal occupancy of a building of the similar style and age. Landlord may, and at the written request of the Tenant shall, make any changes which are reasonably necessary and feasible to improve or alter the system so as to compensate for any use of the Premises by the Tenant not in accordance with the foregoing standards, all at the Tenant's cost and expense.

(2) **No Portable Heaters**

The Tenant shall in no instance use portable heaters.

(3) **Air Conditioning**

The Tenant shall in no instance use air conditioners at the premises without specific written permission of the Landlord, which may be arbitrarily denied.

Article 6 — Quiet Enjoyment

6.1 Quiet Enjoyment

The Landlord covenants with the Tenant that if the Tenant pays the Rent and performs its covenants and obligations herein contained, the Tenant shall and may peaceably possess and enjoy the Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under it, save as herein provided.

PROVIDED THAT notwithstanding the foregoing, there will be interior and exterior renovations conducted by the Town of Lunenburg (and/or a third party on its behalf) during the term of the Lease and it is acknowledged and agreed that any disruptions or interference of the Tenant's use of the premises and common areas during this term due to the renovations shall not justify termination of the Lease or any reduction in rent or any damages or remedy of any nature.

ALSO PROVIDED that it is understood that the Lunenburg Academy of Music Performance (LAMP) operates in the building and it is hereby agreed that music or other noises created by LAMP shall not constitute an interruption or disturbance of the peaceable possession and enjoyment of the Tenant's premises.

Article 7 — Common Areas and Facilities

7.1 Use of Common Areas and Facilities

(1) Subject to and in accordance with this Lease and the Rules and Regulations, the Tenant shall have a non-exclusive right to the use of only such part of the Common Areas and Facilities on the 1st and 2nd Floor of the building which provide access by the most direct route to the 2nd Floor from the South entrance and to the premises herein rented, and the non-exclusive use of the elevator and the South door and stairway by the elevator, and non-exclusive access to the washrooms on the 2nd Floor, and in the case of an emergency to such of the Common Areas and Facilities as may be necessary for the purposes of exiting the building.

The exterior doors to the building shall be kept locked at all times [unless permission is given by the Landlord for keeping the doors open during certain hours, which may be directly or through a Permanent Ground Floor Anchor tenant (expected to be the Lunenburg Branch of the South Shore Public Library) or through another tenant] and the Tenant shall ensure to the best of its ability that the building is secure at all times.

The Tenant shall have one free reserved parking space at the Academy. The use of all other parking spaces is at the discretion of the Landlord.

(2) The regulation and management of the Common Areas and Facilities (including the Washrooms) shall be under the exclusive control of the Landlord.

7.2 Tenant not to Interfere

The Tenant shall not, without the written permission of the Landlord, at its sole discretion, keep or display any merchandise, sign or other thing on or about, or solicit or conduct business on, or obstruct any of the Common Areas and Facilities.

7.3 Interruption and Alteration of Common Areas and Facilities

The Landlord may, from time to time, effect changes, alterations, enclosures, expansions, reductions, replacements or repairs to all or any part of the Common Areas and Facilities (including the Washrooms) and other parts of the Building, and also conduct renovations on all floors of the building. In so doing, the Landlord shall not disturb the operation of the Tenant's business any more than is reasonably necessary in the circumstances, but shall not be liable for any damages whether direct, indirect or consequential to any person or property in respect of any temporary interference with or denial of access during the performance of such work, or in any other way in respect of the performance of such work, or for failure to perform such work, or for any interference with the business of the Tenant, while any portion of the Common Areas and Facilities (including the Washrooms) is in need of repair, inoperable or otherwise not in its normal operating condition, or while any portion of the building is undergoing the foregoing renovations. In no event shall there be a reduction or elimination of rent notwithstanding any disturbance to the operation of the Tenant's business.

Article 8 — Use of Premises

8.1 Use of Premises

The Tenant shall use the Premises solely for the purpose of an office for a small publishing company and 3 employees thereof. The Tenant will, in its work, be respectful of the human rights and values and dignities of others. The Lunenburg Academy has been repurposed as a cultural enterprise and is designated as a National Historic Site. Accordingly, the Tenant, in the pursuit of its enterprise, will not do anything which in the opinion of the Landlord would reflect negatively upon the Lunenburg Academy or the Landlord.

The equipment and furnishings shall only be those ordinarily associated with an office (including, without limiting the foregoing, computers, telephone system, desks, tables, chairs, bookcases and filing cabinets). Business traffic during the term of the Lease shall be limited to courier and mail deliveries and supervised visits from independent contractors and authors. The business is not for public traffic. Use of the premises

includes a shared equal non-exclusive use of the "Flex Area" shown as Room 201 on Schedule B hereof, (shared with the Tenants, customers and clients of Rooms 201b and 201c) which includes, without limiting the foregoing, access at all times for all occupants of the 3 Rooms [Rooms 201a, 201b and 201c] by the respective tenants and their customers/clients to the said 3 Rooms, for use as a waiting room for all 3 Rooms and the placing of furniture in the "Flex Area" for that purpose and the display of their products or services, as the case may be.
Notwithstanding item # 7 of the Rules and Regulations in Schedule "C", the Tenants of Rooms 201b, 201a and 201c shall be responsible for cleaning of Flex Room 201 and keeping it neat and tidy at all times.

Article 9 — Tenant's Behaviour

9.1 Nuisance

Neither the Tenant, nor any one for whom it is responsible, shall do nor suffer any waste, damage, disfiguration or injury to the Premises or the Common Areas and Facilities (including the Washrooms) or permit or suffer any overloading of the floors, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at, or on the Premises.

9.2 Rules and Regulations

The Rules and Regulations contained in Schedule "C" shall form a part of this Lease and the remedies available to the Landlord for enforcement thereof shall be the same as for enforcement of any other provision of this Lease. The Landlord may, from time to time, in its sole discretion, promulgate additional reasonable Rules and Regulations, which shall, as soon as the Tenant is given notice of them, have full force and effect as if originally embodied in this Lease. Any such additional Rules and Regulations may effect alterations to existing Rules and Regulations and may deal with the matters dealt with in the Rules and Regulations contained in Schedule "C" and any other matters of a similar or dissimilar nature as the Landlord deems advisable, but additional Rules and Regulations may not conflict with any specific provisions of this Lease. The Landlord shall be under no obligation to enforce the Rules and Regulations against the Tenant, or against any other tenant of the Building or any other person, and shall be under no liability for failure to enforce the Rules and Regulations.

9.3 Environmental Obligations

(1) Without limiting the generality of the obligations of the Landlord as set out elsewhere in this Lease, the Landlord and Tenant agree that the Tenant is subject to the obligations of the Tenant set out in this Section (the "Environmental Obligations').

In this section:

(i) "Hazardous Substance" means any product of waste, contaminant, pollutant, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive, radioactive material, chlorofluorocarbons (CFC's), radon gas, urea formaldehyde foam insulation, asbestos, PCBs, gasoline, fuel oil, and any other substances or materials, and includes any Container (as hereinafter defined), declared or defined, at any time and from time to time, to be or to potentially be hazardous, toxic, contaminants or pollutants in or pursuant to any applicable federal, provincial, municipal or quasi-governmental law, statute, regulation, order, bylaw or requirement in force from time to time (collectively, in this Section, 'Legislation") including, without limitation, environmental, land use, building, occupational, or health and safety Legislation, Legislation in respect to demolition of buildings, excavation of soil, building materials and component fixtures and fittings, and storage and disposal of waste or effluent, and Legislation with respect to the maintenance, conversion and replacement of Containers; and

(ii) "Container" means any equipment, plant, pump, tank, container, receptacle, and any manner, method or procedure, which generates, manufactures, refines, treats, transports, stores, contains, uses, handles, disposes of, transfers, produces or processes Hazardous Substances; and

(iii) "Remove" means to remove any Hazardous Substance from all or part of the Premises, Common Areas and Facilities and includes, without limitation, the removal, cleanup, treatment, transportation, storing, containment, handling, disposal, transfer and/or processing thereof, and "Removed" and "Removals" have similar meanings.

The Tenant shall not use or permit or suffer the use, directly or indirectly, of all or part of the Premises for any acts or omissions ("Activities") that are not in compliance with all Legislation and permits granted thereunder. It shall be the responsibility of the Tenant to obtain all permits necessary for the use of any Hazardous Substances on the Premises.

(2) The Tenant shall not cause or allow any hazardous or toxic waste or substances to be used, generated, stored or disposed of on, under or about, or transported to or from, the premises. The Tenant covenants and agrees that it shall, at its sole cost and expense, observe and otherwise comply with all environmental laws, including those of any federal, provincial and municipal government or other body relating to pollution or the protection of human health or the environment dealing with filings, registrations, emissions, discharges, releases or threatened releases of hazardous substances or materials containing hazardous substances, and hazardous substances shall include, but not be restricted to, any substance capable of posing a risk or damage to health, safety, property or the environment, and any substance from material now or hereafter declared, defined, or deemed to be regulated or controlled under any environmental law. In the event that the Landlord determines that the Tenant is in breach of its

obligations in this article, the Landlord may without limiting any other rights or remedies, provide the Tenant with notice of breach and the Tenant shall commence to rectify such breach at the Tenant's sole cost and expense, and shall complete such rectification as soon as reasonably possible. If the Tenant creates or brings to the premises or other part of the Building any hazardous substance, it shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord, notwithstanding a degree of affixation to the premises or Building; and notwithstanding the expiry of the lease, the Tenant agrees to indemnify and save harmless the Landlord, its successors and assigns from and against any and all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, costs and expenses (including without limitation reasonable costs of professional advisors, consultants and experts and costs of remediation and clean-up) arising in any manner whatsoever out of any breach by the Tenant of this article, or any non-compliance by the Tenant of any environmental laws. This obligation shall survive the expiration or earlier termination of this lease.

PROVIDED nevertheless that it is understood that the Tenant will be using certain substances which are ordinarily used in an office environment including without limiting the foregoing photocopy toner and some cleaning products in common use in their work place - The Tenant will store, keep and use any such substances in strict compliance with all environmental laws and occupational health and safety laws and shall otherwise be bound by this Article 9.3 with respect to such substances.

(3) ADDITIONAL CLAUSE REGARDING ENVIRONMENTAL MATTERS AND AIR QUALITY

In consideration of the sum of $5.00 paid by the Landlord to the Tenant, receipt whereof is hereby conclusively acknowledged:

A. No Representation or Warranty

(i) The Landlord makes no warranty, representation or covenant with the Tenant that the Landlord is maintaining and at all times has maintained the building or property at 97 Kaulback Street, Lunenburg, N.S. (collectively referred to as the "Property") in accordance with and in compliance with all applicable requirements of federal, provincial, municipal, and local environmental, public health, and safety laws, occupational health and safety laws, regulations, orders, permits, licenses, approvals, ordinances, policies, guidelines, the Environment Act, S.N.S. 1994-95. c 1, as amended, standards and directives including without limitation all applicable requirements with respect to the ambient air quality of the Property or the quality of any materials or substances at the Property (hereinafter collectively referred to as the "Environmental Obligations"). Without limiting the foregoing, the Landlord makes no representations as to air quality within the premises. The Landlord makes no representations that there are no hazardous or dangerous substances in or about the premises and makes

no representations as to air or material or substances quality in or about the premises. If an issue is raised by the Tenant with respect to air or materials or substances quality in or about the premises or hazardous or dangerous substances (not brought to the site by the Tenant) either of the parties may terminate the Lease upon 30 days written notice. This clause does not restrict the Landlord with respect to any remedies under Article 9.3 of this Lease.

B. Tenant's Investigations

(ii) The Tenant shall and does hereby acknowledge, represent and warrant to the Landlord, which representation, warranty and acknowledgement shall survive the closing that:

(a) that Landlord has afforded the Tenant the opportunity to conduct whatever inspections and investigations it deems advisable with respect to the Property, including without limitation, physical inspections, environmental inspections, air quality tests, soil and subsurface tests; investigations regarding any substances in or about the Property; and other investigations that it deems necessary.

(b) The Tenant has, to its complete satisfaction, conducted all investigations, inspections, searches and test with respect to the Property that it has deemed necessary in its interest and has determined to lease the Property solely on the basis of such investigations, inspections, searches and tests; and

(c) the Landlord has not made, does not make, and shall not be required to make or provide any warranty, representation or covenants and has and shall have no obligation, explicit or implied, to inform or advise the Tenant, with respect to any matters relating to the Property, including, without limitation, the fitness or suitability of the Lands for the uses intended by the Tenant or potential or existing environmental liabilities in relation to the Property, latent or otherwise (whether known or not), or with respect to the quality or condition of the Property, and the Landlord shall have no liability or obligation with respect to the value, state or condition of the Property, any deficiencies therein or repairs, replacements or other work required with respect thereto (environmental, structural or otherwise).

C. Indemnity

(iii) The Tenant hereby releases and agrees to indemnify, defend and hold harmless the Landlord, its agents, officers, directors, Mayor, Councillors, contractors, employees, successors and assigns, to the fullest extent permitted by law, from and against any and all claims, causes of action, or demands, in law or in equity, including but not limited to, all lien claims, administrative claims, claims for

injunctive relief, claims of property damage, natural resources damages, nuisance claims, bodily injury claims, emotional distress claims, punitive damages, environmental response and cleanup costs, fines, penalties and expenses (including without limitation, counsel fees, consultant fees and expert fees, costs and expenses incurred in investigating and defending against the assertion of such liabilities), which may be sustained, suffered or incurred by the Landlord, its agents, officers, directors, Mayor, Councillors, contractors, employees, successors and assigns and that arise out of or relate in any way to the Property, (and by whomsoever made, including without limiting the foregoing, by employees, licensees, or invitees of the Tenant) including, without limitation:

(a) any breach of Environmental Obligations;

(b) the release of any hazardous substances or contaminants or the presence of any hazardous substances or contaminants affecting the Property, including any loss of value of the Property to the Tenant (or affecting the health of any employee, licensee, or invitee or any other person) as a result of any of the foregoing;

(c) any costs or removal or remedial action incurred by any authority having jurisdiction;

(d) any matter relating to the air quality of the Property; or

(e) any other environmental matter affecting the leased premises or the Property or the Tenant (or affecting the health of any employee, or licensee or invitee or any other person) within the jurisdiction of any lawful authority whether federal, provincial, municipal or otherwise.

(iv) The foregoing indemnity shall survive the termination of the Lease.

D. Allocation of Liability

(v) Except as otherwise provided herein, the Tenant shall be solely liable and shall indemnify, defend and hold harmless the Landlord from all obligations, claims and liabilities, whether asserted or unasserted, known or unknown, which in any manner result from or apply or relate to the Premises and all present and past uses thereof and operations and activities thereon of any person or entity, including the Landlord.

(vi) In particular, but not by way of limitation, the Tenant shall be solely liable and assume full responsibility for all obligations relative to environmental sampling, monitoring, reclamation, remedial activities, stabilization and maintenance of the Premises (and any other part of the Building for which it has a liability or responsibility under this Clause 9.3) as now or hereafter required by all federal, provincial or local regulatory agencies or authorities, and shall comply with all

terms, conditions and requirements of any and all governmental permits, licenses, consents, approvals and authorizations transferred to the Tenant from Landlord or hereafter granted to the Tenant with regard to the Premises.

(4) The provisions set out in this Clause 9.3 shall survive the expiration or earlier termination of the Term of this Lease.

9.4 Recycling

(1) The Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, by-laws, orders, and regulations of all provincial, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. Tenant shall sort and separate such waste products, garbage, refuse, and trash into such categories as provided by law. Each separately sorted category of waste products, garbage, refuse, and trash shall be placed in separate receptacles reasonably approved by the Landlord at such location at or near the Building as may be designated by the Landlord. Such separate receptacles may, at the Landlord's option, be removed from the Premises in accordance with a collection schedule prescribed by law. Also, at the Landlord's option, the Landlord may sort and separate all waste products, garbage, refuse and trash and charge the Tenant all costs involved in such recycling.

9.5 Signs and Exterior Installations

(1) The Tenant shall be entitled to one (1) identification sign at or near the entrance to the Building, subject to the prior written approval of the Landlord as to design, size and location, and to be installed at the Tenant's expense and in accordance with any uniform pattern of signs which may be adopted by the Landlord. The Landlord reserves the right to attend to such installation and bill the Tenant therefor. The Tenant shall, in respect of such sign, comply with all by-law requirements of the Town of Lunenburg.

(2) The Tenant shall not, without the prior written consent of the Landlord, erect, install or maintain any sign, lettering, placard or any other advertising material of whatsoever nature or size, painted on, posted on or otherwise affixed to the exterior of the Building or the exterior of the Premises, or within the Common Areas and Facilities, or affixed to either side of any glass on the windows or doors of the Premises.

9.6 Tenant Responsibility

Notwithstanding any requirement for insurance in this Lease:

The Tenant shall be legally responsible for the actions and omissions of all persons using the Premises and the Building and the Property at 97 Kaulback Street through or under (or at the invitation of) the Tenant [including, without limiting the foregoing, employees, guests, and invitees with the intent that an act or omission of any of them shall be, by virtue of this clause, treated as if it were the act or omission of the Tenant].

This clause shall be in addition to, and not in substitution for, any remedies the Landlord may have against the other persons referred to herein.

9.7 Compliance

The Tenant shall comply with all Federal, Provincial and Municipal legislation, rules and requirements (including, without limiting the foregoing, statutes, regulations, bylaws, fire codes, building codes, permits and licenses) and any breach thereof shall constitute a breach of this term of this lease.

Article 10 — Maintenance, Repairs, Alterations

10.1 Tenant's Maintenance and Repair

(1) The Tenant shall, at all times, at its own expense keep the Premises (including, without limitation, the plate glass in the windows and doors) and its contents, in a good and reasonable state of repair consistent with the general standards applicable to public buildings which are historically significant, [but shall not be responsible for any items that are within the Landlord's obligations pursuant to Article 10.1(2)], in a neat and tidy condition, painted and decorated and shall be responsible for all cleaning of the Premises. The Tenant recognizes that the Premises are in a heritage building which is historically significant and that it will be sensitive thereto.

(2) The Landlord shall make all reasonably needed repairs and replacements to the Premises and the Building arising from structural defects or weaknesses and all exterior repairs to the Building, and shall perform all such repairs and replacements with due diligence.

10.2 Alterations by Tenant

The Tenant acknowledges that the Building is a historical property and therefore the Tenant may not install leasehold improvements, alter existing leasehold improvements nor, save and except for minor alterations which do not affect the structure, exterior walls, windows, roof or any of the Building systems or the aesthetics of the Premises,

alter the Premises in any way (the "Alterations") without the express written approval of the Landlord, which shall be at the Landlord's sole and absolute discretion and may be arbitrarily withheld.

All work done by the Tenant requires compliance with all Federal, Provincial and Municipal legislation, regulations and by-laws (and without limiting the foregoing, the Tenant shall obtain a Development Permit, Building Permit, and any other Permits, when required).

The Tenant will not make or erect in or to the Premises any other installations, alterations, additions or partitions without first submitting drawings and specifications to the Landlord and obtaining the Landlord's prior written consent, which shall be at the Landlord's sole and absolute discretion and may be arbitrarily withheld. The Tenant must further obtain the Landlord's prior written consent to any change or changes in such drawings and specifications. The Tenant will pay to the Landlord the Landlord's reasonable out-of-pocket costs of having its architects approve such drawings and specifications and any changes. Such work shall be performed by qualified contractors engaged by the Tenant (and approved by the Landlord), but in each case only under a written contract approved in writing by the Landlord and subject to all reasonable conditions which the Landlord may impose, provided nevertheless that the Landlord may, at its option, require that the Landlord's contractors be engaged for any structural, mechanical or electrical work. The Tenant shall submit to the Landlord's reasonable supervision over construction and promptly pay to the Landlord's or the Tenant's contractors, as the case may be, when due, the cost of all such work and of all materials, labour and services involved therein and of all decoration and all changes to the Premises, its equipment or services, necessitated thereby.

It is agreed that the Landlord has no obligation to make any interior renovations.

Construction Liens

If any construction or other lien, or builder's lien, or order for the payment of money shall be filed against the Premises or the Building or the property at 97 Kaulback Street by reason of or arising out of any labour or material furnished to the Tenant or to anyone claiming through the Tenant, the Tenant, within five (5) days after receipt of notice of the filing thereof, shall cause the same to be discharged by bonding, deposit, payment, court order or otherwise. The Tenant shall defend all suits to enforce such liens or orders against the Tenant at the Tenant's sole expense. The Tenant indemnifies the Landlord against any expense or damage incurred as a result of such liens or orders.

10.3 Entry

The Landlord and persons authorized by it may enter the Premises at all reasonable times to examine the condition thereof. The Landlord and persons authorized by it may enter the Premises at all reasonable times, and at any time in case of emergency, for the purpose of effecting changes, repairs or alterations to any of the fixtures, equipment

or systems contained in the Premises or adjacent thereto, or for the purpose of access to other parts of the Building, and may install fixtures, equipment and systems in the Premises for service to the Premises or other parts of the Building. [In addition, the Landlord and its employees, workmen and independent contractors, shall have access at all times without notice throughout the common areas to the attic and the roof. (Without restricting the generality of this right, this shall include but not be restricted to access for repairs, maintenance, servicing and/or operation of the paging and power system.)] In so doing, the Landlord shall interfere as little as possible with the Premises and the business of the Tenant, but shall not be liable to the Tenant with respect to any interference.

Without restricting the foregoing, the Landlord and persons authorized by it are authorized to do major renovations on the Academy building and/or the Premises, during the term of the lease and the Landlord shall not be liable to the Tenant or any third party for any interruptions to or disruption of the use of the Premises by the Tenant or third party.

AND FURTHER PROVIDED THAT if the Tenant and Landlord have not agreed to a new (or renewal of) Lease prior to the first day of November in any term of this lease, the Landlord shall be entitled at any time without unreasonable prior notice to enter on the premises during normal business hours for the purpose of exhibiting same to prospective Tenants.

10.4 Landlord's Repairs

Subject to Articles 4.6 and 10.6, the Landlord shall make repairs to the structural elements of the Building, consisting of the foundations, exterior walls, structural floor, columns and bearing walls supporting or surrounding the Premises as, in the sole opinion of the Landlord, shall be required. The Landlord shall also service and repair the elevator. The Landlord shall effect any repairs for which it is responsible expeditiously in the circumstances, but shall not be liable for any damages, whether direct, indirect or consequential (including, without limiting the foregoing, loss of profits or monetary or economic loss), to any person or property in respect of any non-repair or for failure to carry out repairs.
There shall be no abatement of Rent pending completion of or during the performance of repairs, (or during the renovations as referred to herein).

10.5 Notice of Damage

The Tenant shall promptly notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building as soon as the Tenant becomes aware thereof, regardless of whether or not the Landlord has any obligation to repair such damage.

10.6 Damage to Building

Notwithstanding any other clause of this Lease, if the Building, (including the lands on which the Building is situated) or any part thereof becomes damaged through the willful act, negligence, carelessness or misuse of the Tenant, its employees or agents, or invitees, the Tenant shall be responsible for rectifying such damage, which rectification shall be performed by the Landlord at the cost and expense of the Tenant.

Article 11 — Insurance and Liability

11.1 Tenant's Insurance

(A) General Liability Insurance - The Tenant will procure and maintain in full force throughout the term of the Lease or any renewal thereof, commercial general liability insurance with insurance companies acceptable to the Landlord protecting the Landlord and the Tenant against liability for bodily injury and death and for damage to and/or destruction of property by reason of any occurrence or accident in, or about the leased premises, with liability coverage in an amount not less than Eight Million Dollars ($8,000,000.00) (and such higher limits as the Landlord may reasonably require from time to time). The Landlord shall be added as an additional insured on the policy.

(B) Tenant's Legal Liability Insurance – The Tenant will procure and maintain through the term of this Lease or any renewal thereof, legal liability insurance with a limit of not less than Five Hundred Thousand Dollars ($500,000.00).

(C) Subrogation – The Tenant shall have no claim against the Landlord or the Landlord's insurance for any damage the Tenant may suffer, and the Tenant shall require the insurers under the insurance in subsections (A) and (B) above to waive any rights of subrogation by the respective insurers against the Landlord, its officers, councillors, mayor, agents and employees. All such policies shall also contain a severability of interest clause, a cross-liability clause, and shall be primary and shall not call into contribution any other insurance available to the Landlord or any Mortgagee of the Tenant.

(D) Evidence of Insurance – The Tenants shall provide to the Landlord a Certificate of Insurance demonstrating that such insurance has been obtained and maintained, as herein provided and such insurances shall not be subject to cancellation except after at least thirty days prior written notice to the Landlord. All policies of the Tenant shall contain a term that the Landlord will be given 30 day's notice of intent to cancel. If the Tenant fails to comply with the requirements hereof to obtain or maintain insurance, the Landlord may, but is not required to, obtain such insurance and keep the same in effect and the Tenant shall pay to the Landlord the premium cost thereof as additional rent upon demand therefor. If the Landlord fails to obtain such insurance, the Tenant shall not have any claim or action against the Landlord for failing to obtain such insurance. Furthermore and notwithstanding the foregoing, if the Tenant fails to obtain such insurance after the expiration of ten days after notice of default by

the Landlord in writing, then the Lease shall, at the option of the Landlord, forthwith be forfeited and determined.

(E) Premiums and Notification – The Landlord shall not be responsible for the payment of any premiums with respect to any such insurance and shall not be responsible for notifying the insurer of the Tenant of any occurrence of accident in or around the leased premises.

(F) The Tenant agrees to pay any increased premiums, costs, charges or rates assessed for Commercial Broad Form property insurance of the Landlord, which are attributable to or in any way arise out of the occupancy of the leased premises by the Tenant, and further agrees to indemnify the Landlord from any such premiums, costs, charges or rates, and the Landlord may collect the same if unpaid as additional rent.

11.2 Compliance with Landlord's Insurance

The Tenant agrees that it and its employees, agents and invitees shall not keep, use, sell or offer for sale in or on the Premises any article or substance which may be prohibited by the insurance policies of the Landlord covering the Building, or do or omit, or permit to be done or omitted, anything which will cause any increase in the insurance premiums or the cancellation of any insurance policy of the Landlord. In the event any increase in premiums is caused by any breach of the foregoing or by any other activity of the Tenant, its employees, agents, or invitees, the Tenant shall pay such increase to the Landlord forthwith on demand. If any insurance policy is cancelled or the coverage reduced or a threat of cancellation or reduction of coverage is made by reason of anything arising out of the use and occupation of the Premises, whether or not the first sentence of this Section has been complied with, and if the Tenant fails to forthwith remedy the condition giving rise to such cancellation, reduction or threat, on notice thereof by the Landlord, the Landlord may enter the Premises and remedy the condition at the sole cost and expense of the Tenant, and in addition or in the alternative, the Landlord may exercise any other remedies provided in this Lease or by law for default by the Tenant without further notice, any other provision in this Lease notwithstanding.

11.3 Indemnity

Unless solely due to the direct fault of the Landlord, the Tenant shall indemnify the Landlord and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property: (a) arising out of any occurrence in or about the Premises or the Common Areas or Facilities; (b) occasioned or caused wholly or in part by any act or omission of the Tenant (or licensee, invitee, or guest or anyone attending at the Premises) or anyone for whom it is in law responsible; or (c) arising from any breach by the Tenant of any provision of this Lease.

Furthermore, and in addition to the foregoing:
Unless solely due to the direct fault of the Landlord, the Tenant shall indemnify and save harmless the Landlord against any and all claims, actions, causes of action,

damages, demands for damages, losses, costs (including party and party costs and solicitor and client costs) and other liabilities and expenses (including, without limitation, those in connection with bodily injury [including death], personal injury, illness or discomfort or damage to (or loss of) property and legal fees on a solicitor and client basis) due to or arising from or out of any occurrence in, on or at the Premises (or in any way related thereto, or the occupancy or use or presence by the Tenant (or any person permitted by the Tenant to be in the Building or at the Premises) or related to or in the Premises or any other part of the Building or on the Property at 97 Kaulback Street, or occasioned wholly or in part by any act or omission of the Tenant or its officers, employees, agents, contractors, invitees, licensees or by any person permitted by the Tenant to be on the Premises or in the Building (or occasioned or caused wholly or in part by any act or omission of the Tenant or anyone for whom in law it is responsible), or due to or arising out of any breach by the Tenant of this Lease.

And further without restricting the generality of the foregoing, the Tenant shall indemnify and save harmless the Landlord against all claims, actions, causes of actions, damages, demands for damages, losses, costs (including party and party costs and solicitor and client costs) and other liabilities and expenses [including, without limitation, those in connection with bodily injury (including death), personal injury, illness or discomfort or damage to property and legal fees on a solicitor and client basis] arising out of anything done or omitted by or anything done to or omitted to or suffered by or sustained by, any employee, Invitee or guest (as well as any person in the Building while at, or in, or going to or from the Premises or entering or leaving the Building or in the Common Areas and Facilities), or on the property at 97 Kaulback Street and also anyone else for whom the Tenant is responsible.

11.4 Landlord Not Liable

Notwithstanding anything else contained in this Lease, in no event, whether or not the result of the wilful act or the negligence of the Landlord, it agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Landlord be liable for:

(a) damage to property of the Tenant or others located on the Premises or in the Building or on the Property;
(b) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Building or from the water, steam or drainage pipes or plumbing works of the Building or from any other place or quarter;
(c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
(d) any indirect or consequential damages suffered by the Tenant (or any other person), (including, without limiting the foregoing, loss of profits or monetary or economic loss).

11.5 Landlord's Insurance

The Landlord shall, throughout the Term, maintain insurance on the Building, and the machinery, boilers, pressure vessels and equipment contained therein (other than insurance on any property which the Tenant is obliged to insure under the provisions of Section 11.1 and other than any insurance which other tenants are obliged to maintain under the provisions of their leases) against damage by fire, explosion, rupture and such other perils and in such amounts and with such insurers as the Landlord may, in its sole discretion, determine. The Landlord shall carry liability insurance for injury, death and property damage in such amounts as it deems prudent. The Tenant shall not be an insured under the Landlord's policies, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.

11.6 Extended Meaning

Any and all release and indemnity clauses included in this Lease are for the benefit of the Landlord, its officers, mayor, councilors, employees and agents of each one of them and, for the purposes of such clauses, the Landlord is acting as agent or trustee on behalf of and for the benefit of the persons mentioned above.

Article 12 — Transfers by Tenant

12.1 Consent Required

The Tenant shall not assign, sublet, transfer, set over, mortgage, charge or part with or share possession of all or any part of the Premises or of this Lease (any of the foregoing being a "Transfer) without the Landlord's written approval, at its sole and absolute discretion (and which may be arbitrarily refused).

Article 13 -Default

13.1 Defaults and Remedies

If any of the following shall occur:

(a) the Tenant fails to pay any Rent or other sums due hereunder when due, and if such Rent or other sums are not paid within five (5) days after notice is given by the Landlord of such non-payment;

(b) the Tenant breaches any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 13.1, after notice in writing from the Landlord:

(i) the Tenant fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or (ii) if such breach cannot reasonably be remedied within ten (10) days (or such shorter period), the Tenant fails to commence to remedy such breach within ten

(10) days of such breach or thereafter fails to proceed diligently to remedy such breach;

(c) should the Tenant abandon the Premises, or leave them vacant for more than seven (7) days, or makes a bulk sale of its goods or sells the business conducted at the Premises, or moves, or commences, attempts or threatens to move any of its goods, chattels and equipment out of the Premises;

(d) a writ of execution issues against the Tenant, or if the Term or any of the goods, chattels or equipment of the Tenant are taken in execution or attachment or seized by any creditor of the Tenant, whether secured or otherwise; or

(e) the Tenant becomes insolvent or commits an act of bankruptcy or becomes bankrupt or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, or becomes involved in voluntary or involuntary winding up proceedings, or if a receiver is appointed by the court or by any creditor for the business, property, affairs or revenues of the Tenant,

then, and in every such case, the Landlord may, in addition to any other rights or remedies it may have under other provisions of this Lease or by law, at its option, exercise all or any of the following remedies:

(f) the Landlord may perform any obligation which the Tenant should have performed or cause the same to be performed, and for such purpose may enter on the Premises and do such things thereon as the Landlord considers requisite without effecting a termination of this Lease;

(g) the Landlord may enter the Premises and distrain on the goods and chattels of the Tenant, or may remove and sell the goods, chattels and equipment of the Tenant without any notice or form of legal process, any rule of law to the contrary notwithstanding, and the Landlord may seize and sell the goods and chattels and the equipment, whether they are within the Premises or at any place to which the Tenant or any other person may have removed them in the same manner as if they had remained and been distrained on in the Premises, and the Landlord may follow the goods and chattels for the maximum period permitted by law, and any sale by the Landlord may, in its sole discretion, be effected by public auction or private contract and either in bulk or by individual items, or partly by one means and partly by the other;

(h) the Landlord may remove the goods, chattels, equipment and fixtures of the Tenant from the Premises and store them in a public warehouse or elsewhere at the cost of and for the account of the Tenant;

(i) in order to relet, the Landlord may take possession of the Premises as agent of the Tenant and effect such alterations and repairs as it deems necessary or advisable for the purpose of such reletting, and it may relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and on such other terms and conditions as the Landlord, in its sole discretion, may deem advisable. Upon such reletting, all rentals received by the Landlord from such reletting shall be applied: first to the payment of the Landlord's costs and expenses of such reletting and costs of such alterations and repairs; second to the payment of any indebtedness other than Rent due from the Tenant to the Landlord; third to the payment of

arrears of Rent; fourth to the payment of Rent as it falls due; and the residue, if any, shall be held by the Landlord without interest until the end of the Term and applied from time to time in payment of Rent as the same may become due and payable, and any residue remaining at the end of the Term shall be held for the Tenant. No such reletting nor the receipt of any such rentals from any new tenant, nor the creation of the relation of landlord and tenant between the Landlord and any party to whom the Premises may have been relet, shall have the effect of exonerating the Tenant from its obligations to pay Rent hereunder as it falls due or of in any way terminating this Lease;

(j) the Landlord may terminate this Lease by commencing an action for possession or for termination of the Lease or by notice to the Tenant. Such termination may be effected either at or after the time of the breach or at any later time and notwithstanding that the Landlord may have exercised any of its other remedies, including that set out under Section 13.1(i). In the event that the Landlord or anyone claiming under it or to whom it has rented the Premises is in possession under the provisions of Section 13.1(i), the Landlord may at any time terminate this Lease by notice to the Tenant, and thereafter any then existing or later lease of the Premises shall be for the account of the Landlord notwithstanding that such Lease may originally have been entered into as agent for the Tenant. If the Landlord enters the Premises without notice to the Tenant as to whether it is terminating this Lease under Section 13.1(j) or proceeding under Section 13.1(i) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 13.1(i) and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant;

(k) at the option of the Landlord, the full amount of the current month's Rent and the next ensuing three (3) months' Rent shall accelerate and shall immediately become due and payable. For the purpose of this Section 13.1(k), where any of the items of Rent are not known, definite or established at the time of the exercise of such option by the Landlord, the acceleration in respect of such items shall be equal to three (3) times the average monthly instalment during the full twelve (12) month period preceding such acceleration, or if there has not been a full twelve (12) month period, it shall be equal to three (3) times the average monthly instalment since the beginning of the Term; and

(l) on any termination for default, all fixtures, Tenant's improvements or other installations in the Premises which in law are fixtures or a part of the realty or are attached, affixed to or incorporated into or with the immoveable properties situated in or on the Building, and which are not the property of the Landlord, shall, at the Landlord's option, forthwith become the property of the Landlord, and whether or not such fixtures are in the nature of Tenant's trade fixtures and whether or not they would be removable by the Tenant at the expiry of the Term if there had been no default, (and the Landlord shall have no obligation to compensate the Tenant therefor).

13.2 Interest and Costs

Whenever the Landlord takes any proceedings, sends any notices, does any work, or otherwise incurs any expense or trouble or takes any action with respect to any default by the Tenant, and whether or not legal proceedings are commenced or considered in consequence of such default, and whether or not this Lease is terminated, the Landlord shall be entitled to be paid by the Tenant forthwith on demand, in addition to any other amounts which may be payable or owing hereunder, all of the following:

(a) the cost of effecting any repairs or performing any obligation of the Tenant;

(b) the Landlord's costs and expenses in preparing the Premises for reletting in such manner as, in its sole discretion, it deems necessary or advisable;

(c) unless established by an independent third party to be an unreasonable claim on the part of the Landlord or unless agreed to otherwise by agreement between the parties, the Landlord's court costs, collection costs and legal fees on a solicitor and his own client basis;

(d) interest on rent or any other amounts overdue under the terms of this Lease and on any moneys expended by the Landlord in consequence of any default by the Tenant at the rate per annum equal to the prime rate of interest charged by the Landlord's chartered bank plus two percent (2%);

(e) a charge of fifty dollars ($50) for each cheque of the Tenant which is returned to the Landlord because of insufficient funds in the Tenant's account; and

(f) any other costs, charges or expenses which the Landlord incurs or to which it is put, and which would not have been necessary at the time at which they were incurred but for the default of the Tenant.

Without restricting the generality of the foregoing, and in addition to the foregoing:

The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a solicitor and client basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

13.3 Waiver by Tenant

Notwithstanding anything contained in any statute at the present time or in the future in force, the Tenant agrees with the Landlord that none of the Tenant's goods or chattels on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears, and that the Landlord may follow the Tenant's goods or chattels without limitation of time, and that on any termination of this Lease by the Landlord under the terms hereof, the Landlord may enter or take possession of the Premises without judicial order, a writ of possession or any other legal process, and without notice to the Tenant except as provided under this Lease. The Tenant waives all and every benefit that could or might have accrued to the Tenant, but for this Section, by virtue of any

present or future statute dealing with the matters set out in this Section. The Tenant agrees that on any claim being made for an exemption from levy by distress, or that the Landlord must proceed by judicial process to obtain possession, or with respect to any of the other rights dealt with herein, this Section may be pleaded as an estoppel against the Tenant in any action brought in which the rights of the Landlord to take the steps set out in this Section are in question.

13.4 Enforcement by Landlord

The failure by the Landlord to enforce any term, covenant or obligation of the Tenant contained herein shall not be deemed to be a waiver of such term, covenant or obligation, or permission for any subsequent breach of the same, and the Landlord may at any time enforce such term, covenant or obligation. The waiver by the Landlord of any breach of any term, covenant or obligation hereof shall not be deemed to be a waiver of such term, covenant or obligation with respect to any subsequent breach. No term, covenant or obligation of the Tenant contained in this Lease may be waived by the Landlord, unless such waiver is in writing executed by the Landlord. The acceptance of Rent by the Landlord subsequent to any such breach shall not be deemed to be a waiver of such breach, whether or not the Landlord had knowledge of the breach at the time of acceptance of the Rent.

13.5 Remedies Cumulative

Notwithstanding any other provision of this Lease, the Landlord may, from time to time, resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative. The express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or common law.

Article 14 — End of Term

14.1 Expiration

On the expiration of the Term, the Tenant shall surrender and yield up the Premises to the Landlord in as good condition as the Tenant is required to maintain the Premises throughout the Term and the Tenant shall deliver to the Landlord all keys to the Premises and the Building and the combination of all locks, safes and vaults, if any, in the Premises.

14.2 Removal at End of Term

Subject to any alterations or leasehold improvements made to the Premises that have been approved by the Landlord prior to or during the Term of the Lease, the Tenant shall on any surrender of possession of the Premises remove such of its fixtures,

leasehold improvements and equipment which are incorporated into, affixed or attached with permanency to and which have become a part of the realty or immoveable property comprising the Building, as the Landlord may require. In effecting such removal the Tenant shall do no damage to the Premises or any parts of the Building. Any of the foregoing fixtures, leasehold improvements and equipment which are not required to be removed by the Landlord shall on surrender of possession by the Tenant become the sole and exclusive property of the Landlord without payment to the Tenant. Notwithstanding the foregoing, where required by the Landlord, the Tenant shall return the Premises to the condition in which it existed at the beginning of the Term. Subject to the foregoing, when not in default at the expiration of the Term, the Tenant may remove its furniture and trade fixtures other than those referred to in this Section.

Provided nevertheless, the foregoing clause is subject to the provisions of clause 13.1(l) hereof.

14.3 Surviving Obligations

On any termination of this Lease, the Tenant's right of possession shall cease and terminate, but the obligations of the parties with respect to payment of Rent, covenants not performed at the date of such termination, indemnification, or any other obligations which, by their nature or by reason of the circumstances at the time of such termination, are not completely performed prior to such termination, shall remain in full force and effect until satisfied. It is agreed, however, that in no event shall the Tenant have any interest in or right to possession of the Premises or any part of the Building after the termination of this Lease.

14.4 Overholding

If the Tenant remains in possession of the Premises after the end of the Term with the consent of the Landlord and without the execution and delivery of a new lease or without having entered into negotiations for a new lease, which negotiations will be evidenced in writing, then there shall be no tacit renewal of the Lease or renewal or extension of the Term, nor shall a tenancy from year to year be created, but notwithstanding any statutory provisions to the contrary, a monthly tenancy shall be created, which may be terminated by either party on one (1) month's notice. Rent shall be payable in advance on the first day of each month equal to the sum of:

(a) two hundred percent (200%) of the monthly instalment of Gross Rent payable during the last year of the Term; and

(b) one twelfth (1/12) of the amount of all other items of Rent determined in the same manner as if the Lease had been renewed for the year of which any such month is a part, and otherwise on the terms and conditions set out in this Lease, insofar as they are applicable; and

(c) HST on the foregoing.

Article 15 — Miscellaneous

15.1 Force Majeure

Notwithstanding anything herein contained, neither the Landlord nor the Tenant shall be in default with respect to the performance of any of the terms of this Lease if any non-performance is due to any strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the control of the party relying on this Section (other than lack of or inability to obtain financial resources by such party). Otherwise, time shall be of the essence of this Lease and all the obligations contained herein. The provisions of this Section 15.1 shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease.

15.2 Entire Agreement

This Lease contains the entire agreement between the parties and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth herein. Notwithstanding the terms thereof, this Lease fully replaces and supersedes any offer, agreement, letter, letter of intent or other contractual arrangement between the parties related to the Premises or the Building in existence at the time of execution of this Lease.

15.3 Severability

If any term, article, section, subsection, paragraph, clause or subclause or any of the words contained in this Lease shall be held wholly or partially invalid or unenforceable by any court of competent jurisdiction, the Landlord and Tenant agree that the remainder of this Lease shall not be affected by such judicial holding, but shall remain in full force and effect.

15.4 Captions

The captions, Article and Section names and numbers and table of contents appearing in this Lease are for convenience of reference only, and in no way define, limit or describe the scope or intent of any portion of this Lease and have no effect on its interpretation.

15.5 Extended Meanings

The word "Tenant" as used herein shall include each and every person or corporation mentioned as Tenant herein and their personal representatives, heirs, executors, administrators, successors and permitted sub-tenants or permitted assigns. Where the context allows, the word "Tenant" shall include the servants, employees, agents,

invitees, patrons, customers, and licensees of the Tenant and all others over whom the Tenant might reasonably be expected to exercise control. This extended meaning shall not confer any rights where any required consent has not been duly obtained. The word "Landlord" as used in this Lease shall be deemed to include the successors and assigns of the Landlord. The Landlord may act through such managers, representatives, officers, agents or employees as it may from time to time appoint. All references to the Landlord or the Tenant or others under this Lease shall be construed and adjusted for the applicable gender and number, regardless of the gender and number in which they are expressed. All provisions of this Lease creating obligations on any party shall be deemed to be and shall be construed as covenants.

15.6 Notices

(1) Any notice required or permitted under this Lease may be sufficiently given to the following addresses:

To the Landlord: PO Box 129
119 Cumberland St
Lunenburg, Nova Scotia B0J 2C0
Attention: Manager/Clerk

To the Tenant and also to the Indemnifier: 105 Townsend Street
Lunenburg, Nova Scotia B0J 2C0

(2) Any party may by notice in writing to the others from time to time designate another address in Canada to which notices given more than ten (10) days thereafter shall be addressed. Notices shall be sufficiently given if delivered or if sent by prepaid registered mail from any place in Canada to such address. Service on an officer or director of the Tenant shall be deemed service on the Tenant. Any notice so delivered shall be deemed to have been given when delivered, and any notice so mailed shall be deemed to have been given on the third day after mailing; provided, however, that in the event of an interruption of mail services at the time of such mailing or within three (3) days thereafter, by reason of strike, wildcat strike, lock-out, industrial dispute or other reason, whether of the foregoing nature or not, the notice shall not be deemed to have been received until it is actually delivered, whether by mail or otherwise.

15.7 No Lease Prior to Execution

The submission of this Lease for examination by the Tenant, whether or not executed by the Landlord, shall not constitute an offer or agreement nor shall there be any

obligation on the part of the Landlord towards the Tenant hereunder, until the Lease has been fully executed and delivered by both the Landlord and the Tenant.

15.8 Governing Law

This agreement shall be construed in accordance with and governed by the laws of the Province of Nova Scotia.

15.9 Personal Information

Any Tenant consents to the collection and use of the personal information of its officers and directions, as provided directly or collected from third parties, for the purposes of the Landlord considering the Tenant's offer in respect of this Lease and determining the suitability of the Tenant (both initially and on an on-going basis), including the disclosure of such information to existing and potential lenders, investors and purchasers.

15.10 No Joint Venture

Nothing herein contained shall be deemed or construed by the parties hereto or any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that the parties hereto stand in the relationship of Landlord and Tenant only.

15.11 Indemnity Agreement

In consideration of the Landlord's execution of this Lease, the Indemnifier covenants jointly and severally with the Tenant, as a principal obligor and not as a surety, that the Tenant will perform all of its obligations under this Lease, and that the Indemnifier will execute the Indemnity Agreement in the form attached as Schedule "D". The Indemnity Agreement shall be deemed to have been executed and delivered by the Indemnifier to the Landlord on the execution and delivery of this Lease, whether or not the indemnity Agreement is separately executed and delivered.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the day and

year first written above.

Witness

Ernest Hadley, Indemnifier

DRAFT

Witness

Nevermore Press Ltd., Tenant
I have authority to bind the Corporation

(affix corporate seal)

TOWN OF LUNENBURG

Per:

Witness

Name:
Title:

Per:

DRAFT

Witness

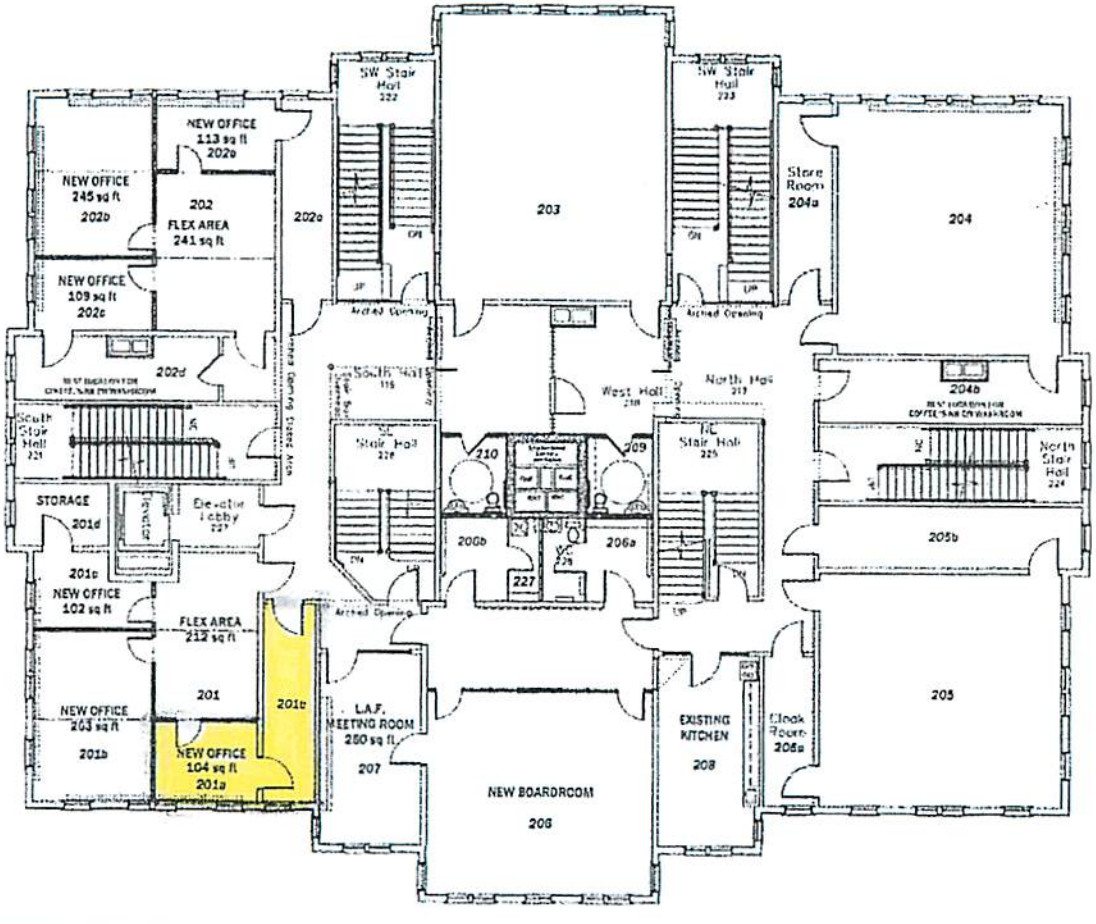
Name:
Title:

(affix Municipal seal)

Schedule "A"
Description of Building

The building located at 97 Kaulback Street, Lunenburg, Nova Scotia B0J 2C0 known as Lunenburg Academy located on property shown as PID 60058831 in Nova Scotia Property Online.

Schedule "B" Description/Plan of Premises



NOTE:
BASE PHOTOS COURTESY OF PETER NEWBY ARCHITECTS

G.F. DUFFUS & CO LTD.

Project
LUNENBURG ACADEMY
INTERIOR UPGRADES - 2015
LUNENBURG, NOVA SCOTIA, CANADA

Dwg. Title
BASE - SECOND FLOOR PLAN
SCALE: NTS

Stamps

Key

Date
APRIL 2015

Dwg. No.
A-2

Schedule "C"
Rules and Regulations

1. **Ingress or Egress**
The sidewalks, entrances, elevators, stairways or corridors of the Building shall not be obstructed by the Tenant or used by it for any purpose other than ingress and egress to and from the Premises. The Tenant shall not place or allow to be placed in the hallways, corridors or stairways any waste paper, dust, garbage, refuse or anything whatsoever that tends to make them appear unclean or untidy.

2. **Windows**
Windows that reflect or admit light into halls or corridors in the Building shall not be covered or obstructed by the Tenant or any of its employees and no awning shall be erected over any window without the written consent of the Landlord. The Tenant shall observe strict care not to allow windows admitting light into the Premises to be opened or remain open so as to admit rain or snow, or so as to interfere with the heating of the Premises or of the Building.

3. **Washrooms**
The toilets and other plumbing apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to the toilets and other plumbing apparatus from misuse shall be borne by the Tenant who or whose employees caused it.

4. **Locks**
The Tenant shall not place or allow to be kept or placed on any door in, on or leading into the Premises any lock or bolt except such locks or bolts as the Landlord shall, in the exercise of reasonable discretion, provide. The Tenant shall bear the cost of repairing all locks damaged or destroyed by the Tenant, its employees and agents.

5. **Heavy Articles**
The Tenant agrees that it shall not bring into the Building or the Premises any safes or other heavy articles without having first obtained the consent in writing of the Landlord, which consent shall be subject to such conditions, directions and stipulations as the Landlord may in its sole and absolute discretion deem proper to impose.

6. **Machines and Mechanical Devices**
The Tenant shall not bring or allow to be brought into the Premises any machine or mechanical device of a nature to occasion noise or vibration which, in the opinion of the Landlord, is objectionable or would be injurious to the Building.

7. **Caretaking**

The Landlord will only provide cleaning services for the common areas (including washrooms). The Tenant shall be responsible for the cleaning of the premises.

8. **Walls**
The Tenant shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors, wood, stone or ironwork. Boring, cutting or stringing of wires or pipes shall not be permitted, except with the prior written consent of the Landlord.

9. **Wiring**
Wiring for all purposes is to be run in the under floor ducts provided for that purpose. Inserts and stand-pipes for each telephone will be installed by the Landlord. Other services required by the Tenant, and to which the Landlord has given its consent, will be supplied and installed by the Landlord at the Tenant's expense. Changes and additions required by the Tenant will be made by the Landlord at the Tenant's expense. Additional lighting fixtures and changes in position of fixtures already installed to which the Landlord has given its consent will be made at the expense of the Tenant.

10. **Use of Premises**
No person shall use the Premises or any part thereof for sleeping apartments or for residential or any immoral or unlawful purpose (or for any purpose other than the purposes specifically provided in its Lease).

11. **Glass, Locks and Trimmings**
All glass, locks and trimmings in or on the doors or windows affording access to or admitting light into the Premises or any part thereof shall be kept whole by the Tenant. Whenever any part thereof shall become broken, the Tenant shall immediately cause the same to be replaced or repaired by some person or persons selected by the Landlord to the satisfaction of the Landlord, and such replacement or repairs shall be paid for by the Tenant.

12. **Bicycles**
No bicycles or other vehicles shall be brought within the Building.

13. **Musical or Sound-Producing Devices**
The Tenant shall not operate or permit to be operated any musical or sound-producing instrument or device inside or outside the Premises which may be heard outside the Premises.

14. **Window Drapes**
The lining of all window drapes of exterior windows shall be subject to the prior approval of the Landlord as to colour and material and the Tenant shall not hang, and will remove, any draperies which, in the Landlord's opinion, do not conform to a uniform scheme of window coverings established for the Building.

15. Name of Building

The Tenant shall not refer to the Building by any name other than that designated from time to time by the Landlord nor use the name of the Building for any purpose other than that of the business address of the Tenant.

Schedule "D"

Indemnity Agreement

This Agreement is made as of the 15th day of March, 2020.

Between:

Ernst Hadley of Lunenburg, Nova Scotia
(the "Indemnifier")

and

Town of Lunenburg, a Municipal body Corporate
(the "Landlord")

WHEREAS the Indemnifier and Nevermore Press Ltd. (the "Tenant") have requested the Landlord to enter into a lease (the "Lease") effective as of the 15th day of March 2020 between the Landlord, as landlord, and the Tenant, as tenant, relating to premises at the Lunenburg Academy, 97 Kaulbach Street in Lunenburg (the "Building"), and the Landlord has agreed to do so only if the Indemnifier executes and delivers this Agreement under seal in favour of the Landlord;

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which are acknowledged by the Indemnifier), the Indemnifier agrees with the Landlord as follows:

1. The Indemnifier covenants with the Landlord that the Tenant will pay all Rent, Additional Rent (as defined in the Lease) and other amounts payable by the Tenant under the Lease and will observe each and every obligation contained in the Lease on the part of the Tenant to be performed and observed, all in accordance with the terms of the Lease, and that if the Tenant shall be in default under the Lase, the Indemnifier shall forthwith, on demand, pay to the Landlord such moneys and perform such obligations and pay any and all damages resulting from any nonpayment or non-performance. The Indemnifier agrees with the Landlord that it shall be jointly and severally liable with the Tenant for all of the Tenant's obligations under the Lease, as if he were separately named as a tenant under the Lease.

2. The liability of the Indemnifier shall be absolute and unconditional irrespective of, and shall not be released, discharged, limited or otherwise affected by, any action or omission by the Landlord in connection with the Tenant, the Lease or any claim or demand, right of set-off or counterclaim which the Tenant may have in connection with the Lease, or any other circumstances which might otherwise constitute a legal or equitable defence available to, or a complete or partial release of, the Tenant in respect of the Lease or the Indemnifier in respect of this Agreement.

3. The Landlord may, without releasing, discharging, limiting, exonerating or otherwise affecting the Indemnifier in whole or in part, and without obtaining the consent of or giving notice to the Indemnifier:
   (a) deal with the Tenant in respect of the Lease;
   (b) grant time, renewals, extensions, indulgences, releases and discharges to the Tenant;
   (c) take security from or give up security from the Tenant, or refrain from taking security from or perfecting security of the Tenant; and
   (d) otherwise deal with the Tenant, the Indemnifier and all other persons and security as the Landlord may see fit. The Landlord shall not be obliged to exhaust its recourse against the Tenant or other persons or any security it may hold before being entitled to payment under this indemnity.

   Without restricting the generality of this clause, this indemnity shall apply to any renewal of the lease.

4. The obligations of the Indemnifier hereunder shall not be released, discharged or affected by the bankruptcy or insolvency of the Tenant or any proposal made by it or any repudiation of the Lease pursuant to the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3, or any successor or similar legislation, or any disclaimer by any trustee in bankruptcy or by the Tenant ceasing to exist (whether by winding-up, forfeiture, cancellation, surrender of charter or otherwise) or by any event terminating the Lease. If the Lease is terminated prior to the end of its term, except by surrender duly accepted by the Landlord, then, at the option of the Landlord, the Indemnifier shall execute a new lease of the Premises between the Landlord as landlord and the Indemnifier as tenant for a term equal in duration to the residue of the term remaining unexpired at the date of such termination, and in all other respects on the same terms and conditions as the Lease.

5. The Indemnified obligations hereunder may be assigned by the Landlord, and will benefit and be enforceable by the successors and assigns of the Landlord. The Indemnifier's obligations shall be binding on him and his legal representatives, heirs, executors, administrators, and permitted assigns, as the case may be.

6. This Agreement shall be read with all changes of number and gender required of the context.

IN WITNESS WHEREOF the Indemnifier has executed this Agreement under seal.

Signed, sealed and delivered
in the presence of:

DRAFT

_____
Name of Witness:

_____
Ernest Hadley

PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG

ON THIS day of , A.D., 2020, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing Indemnity, who having been by me duly sworn, made oath and said that Ernest Hadley signed, sealed and delivered the said Indemnity in h___ presence.

_____
A COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA