

TOWN OF LUNENBURG COUNCIL MEETING MINUTES

TUESDAY, MARCH 9, 2021 AT 6:00 P.M.

LUNENBURG TOWN COUNCIL CHAMBER AND LIVE BROADCAST

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

ALSO PRESENT: Lisa Dagley, CPA, CGA, Finance Director
Piotr Luczak, Town Solicitor Office
Arthur MacDonald, Heritage Manager
Heather McCallum, Assistant Municipal Clerk
Bea Renton, Chief Administrative Officer
Dawn Sutherland, Planning/Development Manager

1. Call to Order

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

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

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

3. Agenda

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

4. February 23, 2021 Council meeting minutes

Motion: moved and seconded to approve the February 23 Council meeting minutes. Motion carried.

5. Public Hearings, Presentations and Questions

- a. Marilynn Hay, Municipal Advisor, Department of Municipal Affairs, introductory discussion

Ms. Hay reviewed her presentation (**Schedule "A"**) noting that the Department no longer includes Housing which has joined the Infrastructure Department. The Department provides guidance to municipalities within the parameters of the NS Municipal

Government Act. She commented on the governance structure of municipal government in NS including the roles of Council, CAO and other municipal employees. Their Department offers Council training in addition to the earlier orientation sessions provided.

6. Correspondence, Petitions and Proclamations consideration

- a. Request for a Town of Lunenburg Proclamation recognizing Lyme Disease Awareness Month May 2021

Motion: moved and seconded to proclaim the month of May as Lyme Disease Awareness Month in the Town of Lunenburg as per Schedule "B". **Motion carried.**

7. Business arising from the Minutes/Unfinished Business

- a. Proposed Committees of Council Policy amendment to establish a Committee of the Whole and dissolve the General Government Committee

Motion: moved and seconded approval of amendments to the Committees of Council Policy to establish a Committee of the Whole and dissolve the General Government Committee as set out in Schedule "C". **Motion carried.**

- b. Internal Committee Appointments 2021 proposed revised Audit Committee Chair who is not a Town cheque signing authority

Motion: moved and seconded that Councillor Halverson be appointed as the new 2021 Audit Committee Chair. **Motion carried.**

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

The following minutes were received for information only.

- a. Anti-Racism Special Committee February 11, 2021 Meeting Minutes
- b. Lunenburg War Memorial Community Centre/Recreation Committee February 17, 2021 Meeting Minutes
- c. Project Lunenburg Steering Team February 10, 2021 Meeting Minutes

9. New Business

- a. Development Agreement Application of David Brix, 185 Pelham Street, for a third residential unit

The Planning/Development Manager reviewed the application of Mr. Brix and recommended that the matter be referred to the Planning Advisory Committee for a staff report and public information meeting with a recommendation back to Council whether to proceed with a public hearing or other action (**Schedule "D"**).

Motion: moved and seconded to accept the Development Agreement application of David Brix, 185 Pelham Street, for a third residential unit, forward it to staff and the Planning Advisory Committee for a Public Information Meeting and recommendation back to Council for further consideration (Schedule "D"). Motion carried.

10. Meet in camera

Motion: moved and seconded to meet in camera pursuant to section 22 (2) Municipal Government Act to consider the following agenda item – legal advice eligible for solicitor-client privilege, section 22 (2) (g) of the Act. Motion carried.

Council held a brief recess at 6:18 p.m. before meeting in camera.

The public portion of the Council meeting resumed at 7:36 p.m.

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

Motion: moved and seconded that:

- A. The Town is the owner of the property at 37 Tannery Road in Lunenburg (represented in Property Online by PID 60053246) and it is hereby determined that the property is no longer required for the purposes of the Town save for the portion to be retained for the purposes of a sidewalk and subject to a utility easement; and
- B. The Town has entered into an Agreement of Purchase and Sale for the sale of property (as detailed in the documents attached as Schedule AW) which the Town hereby considers to be at market value, and the said Agreement is hereby approved, ratified and confirmed, provided that notwithstanding the foregoing, there shall be no subdivision of TR-1 as referred to in Clause 2 of the Counter Offer (signed by the Town on January 29, 2021 and by the purchasers on January 31, 2021) and instead, the area approximately shown as "TR-1" on the Schedule A to the said Counter Offer shall be declared as part of Tannery Road, a public street; and
- C. The Mayor and Manager/Clerk are authorized to execute on behalf of the Town (and to affix the municipal seal on), such documents as are in their opinion necessary or advisable (and in such form as they deem appropriate) for the completion of the sale (including, without limiting the foregoing, Warranty Deed of property to be conveyed, utility easement in such location as they deem appropriate, and 15 foot easement without warranty over adjacent property in such location as they deem appropriate (Schedule "E"). Motion carried.

Motion: moved and seconded that:

WHEREAS:

- A. The Town of Lunenburg is the owner of Tannery Road located within the boundaries of the Town;

B. Pursuant to Section 312 of the Municipal Government Act, Council may expand a street within the Town but shall be required to file a survey plan in the Land Registry;

BE IT THEREFORE RESOLVED THAT:

1. Parcel TR-1 shown on a Plan of Survey prepared by ABLE Engineering Services Inc., dated February 10, 2021, attached to this Resolution shall henceforth be a part of Tannery Road, a public street (Schedule "F").

Motion carried.

11. Adjournment

The meeting was adjourned at 7:37 p.m. by the Mayor.

Bea Renton, CAO

Introductory Discussion

Marilynn Hay, Municipal Advisor

Department of Municipal Affairs
Governance and Advisory Services

Overview

– Introductions

- Department of Municipal Affairs
- Your Municipal Advisor

– Governance

- Governance, Management and where you fit

– Future Workshops



Department of Municipal Affairs

- Municipal Government in Canada is enabled by provincial statute law.
- The Department sets the legislative framework, primary statute is the *Municipal Government Act*.
- We provide support in areas that include: Financial Reporting, Strategic Planning, Asset Management, Infrastructure, and more.

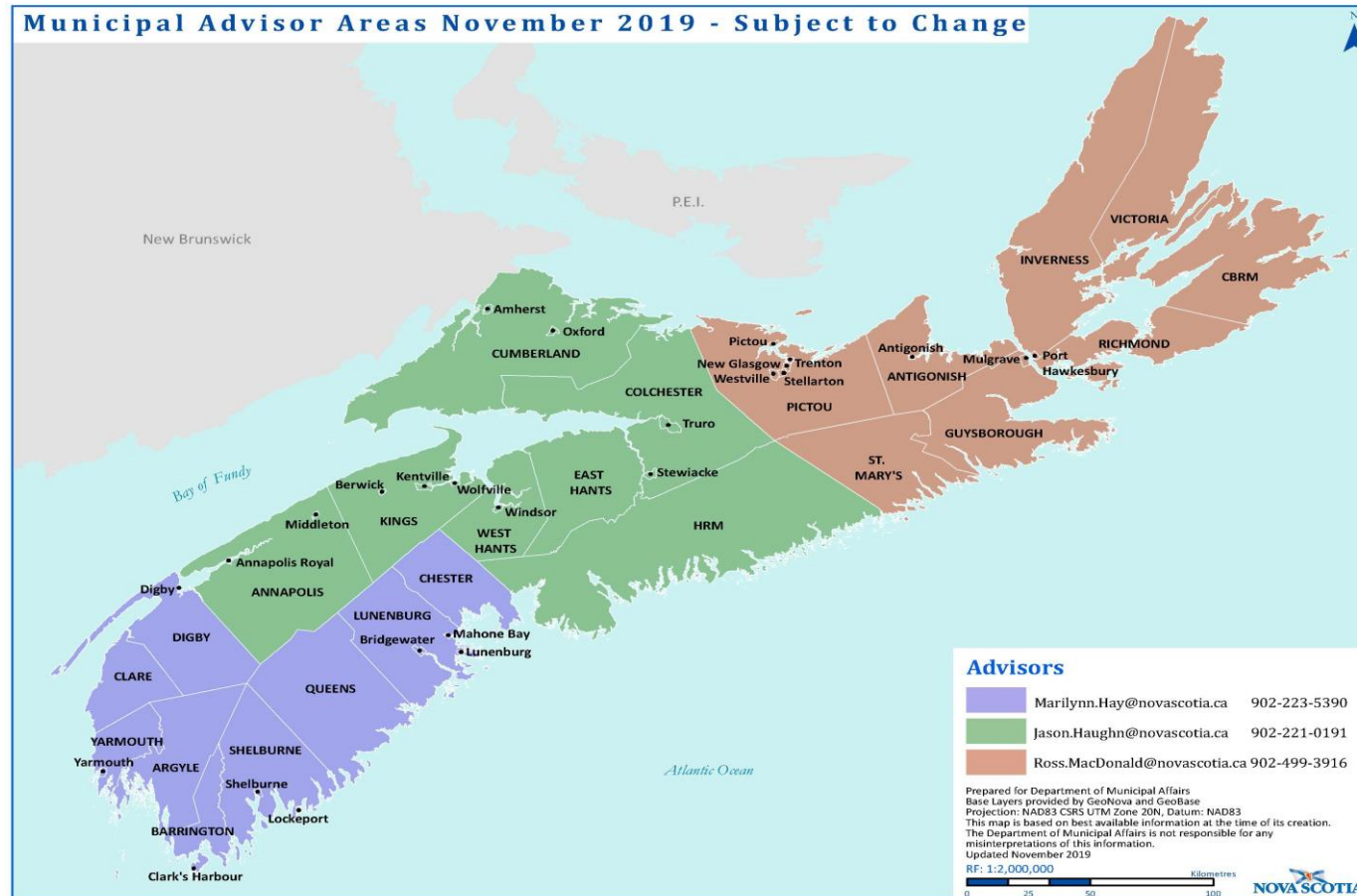


Department of Municipal Affairs

- Nova Scotia Municipal General Elections
- Regional Enterprise Networks
- Consolidation of West Hants Regional Municipality
- Modernizing the Legislation
- Municipal Operating Loan Program
- Safe Restart Agreement

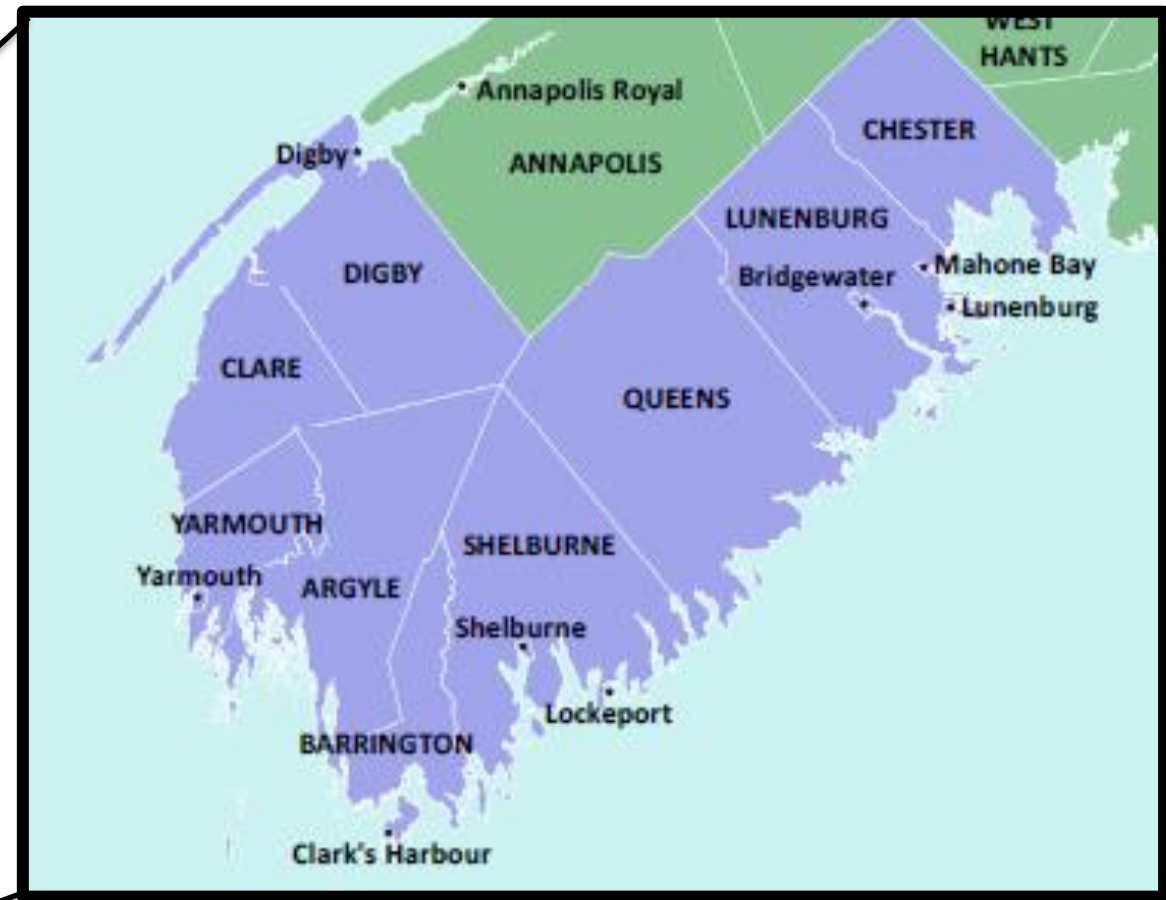
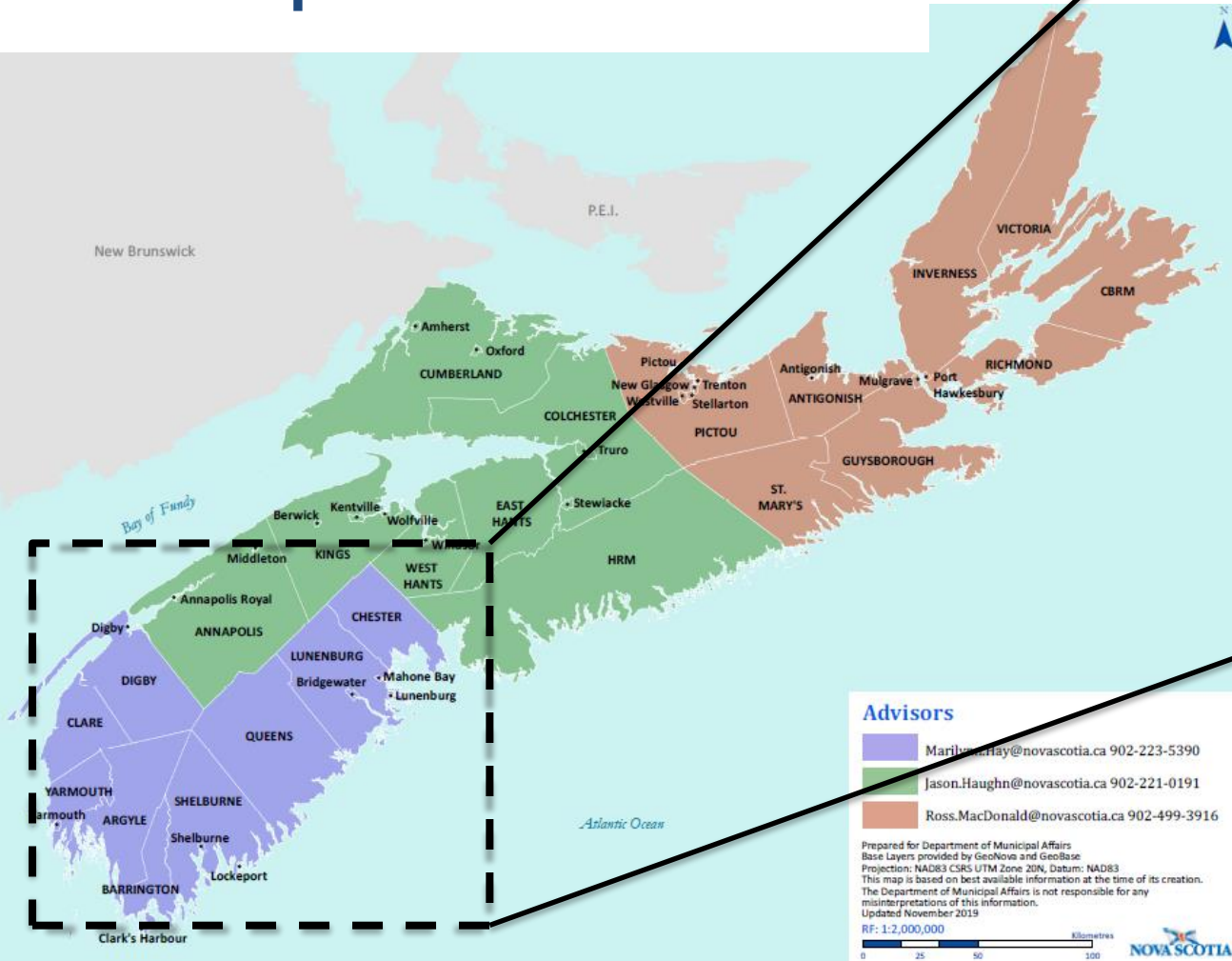


Municipal Advisors

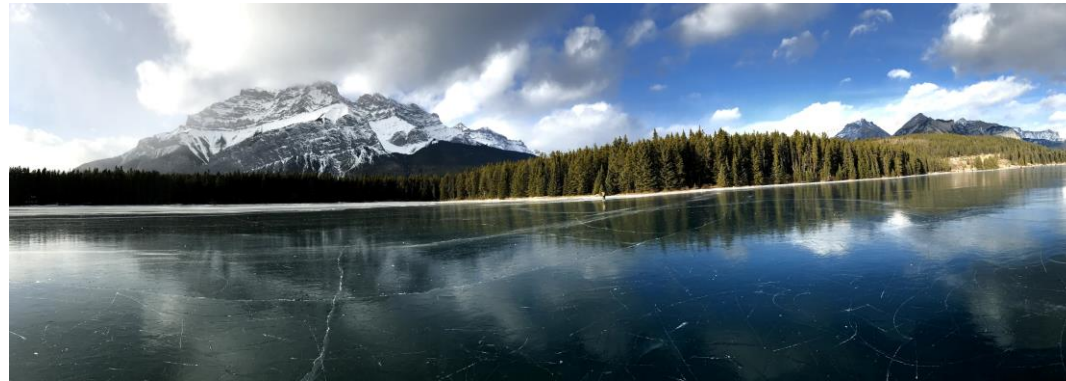


- Nick Barr, Director
Nick.Barr@novascotia.ca
- Ross MacDonald
Ross.MacDonald@novascotia.ca
- Marilynn Hay
Marilynn.Hay@novascotia.ca
- Jason Haughn
Jason.Haughn@novascotia.ca

Municipal Advisors

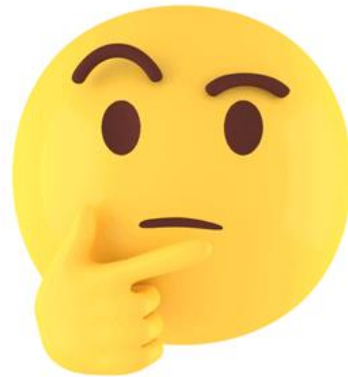


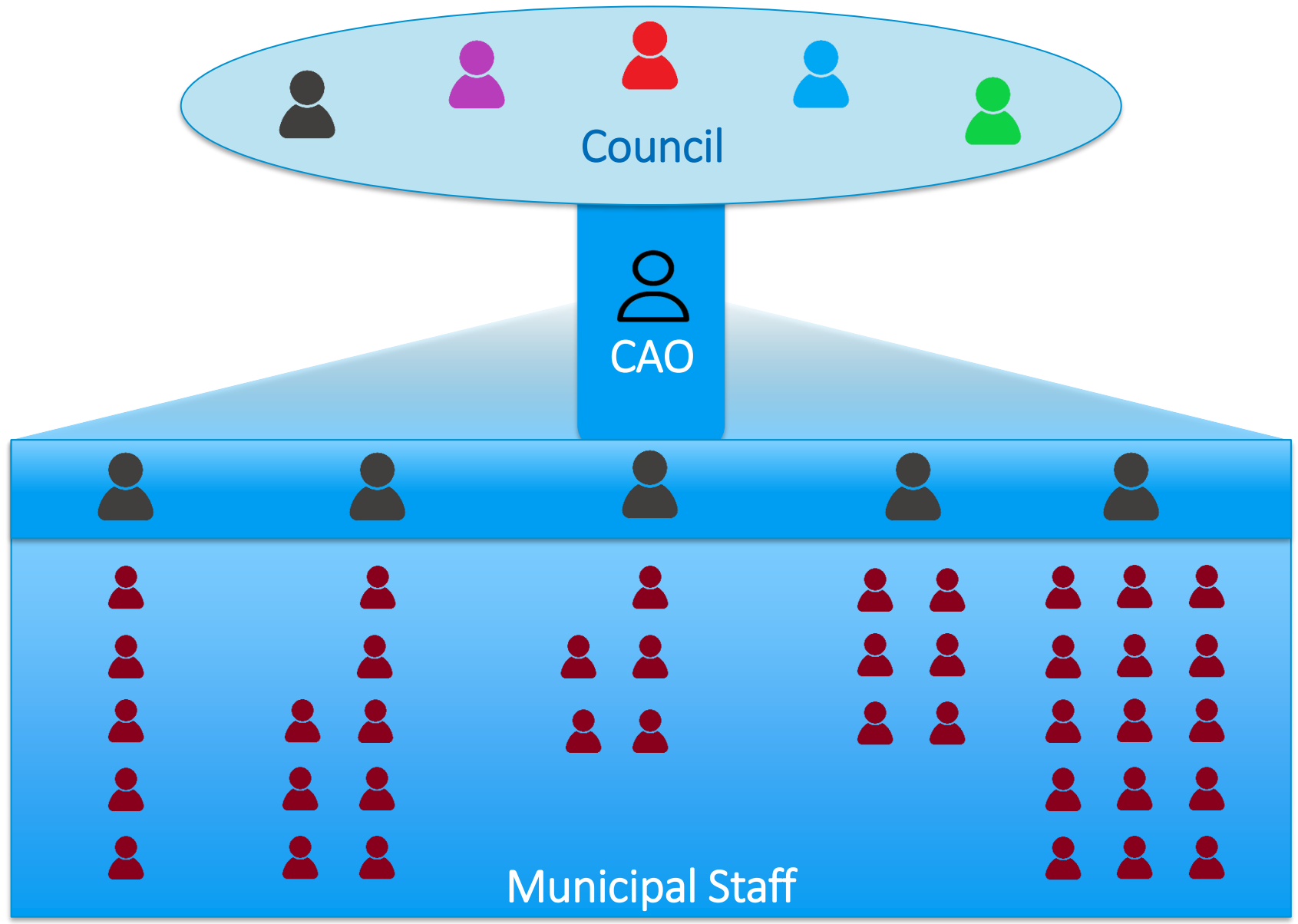
Your Municipal Advisor



Governance – Where Do I Fit?

Municipal Government is a system and for it to be effective, you need to find where you fit and be comfortable with your role.

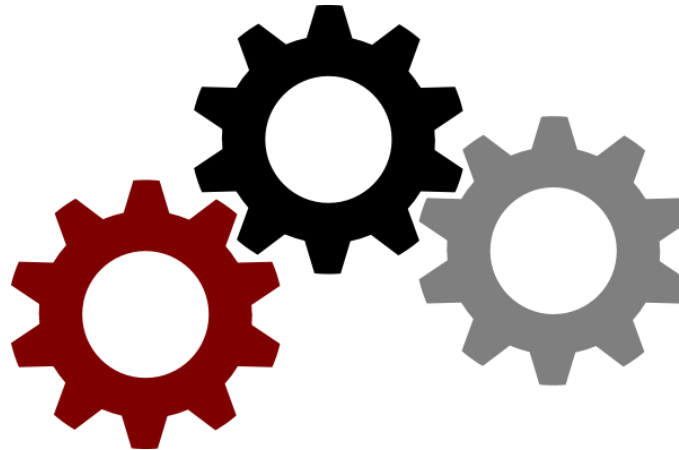




Governance – Where Do I Fit?

ELECTED OFFICIALS

- Leads the system of government
- Sets policy and strategic direction
- Decides
- Articulates the path forward
- Plans broadly



MUNICIPAL STAFF

- Advises on policy and direction to be approved
- Ensures intended progress in occurring
- Advises
- Devises the means to get there
- Implements day-to-day

Follow-up Workshops



Your team from Governance and Advisory Services would be happy to work with you on any of the material from a “menu” of topics.

We provide “advanced” training workshops that explore concepts in much more depth and that can help set you and your Council up for success.

Disclaimer

- Information contained in the presentation is considered accurate to the date on the title slide, changes may occur after that date.
- Any errors or omissions are solely the responsibility of the person presenting.
- This presentation, and the related discussions, is **not legal advice nor is it a substitute for same.**

Governance and Advisory Services

Nick.Barr@novascotia.ca

Ross.MacDonald@novascotia.ca

Marilynn.Hay@novascotia.ca

Jason.Haughn@novascotia.ca



PROCLAMATION
LYME DISEASE AWARENESS MONTH
May 2021

WHEREAS Lyme disease is a serious illness caused by the bite of a black-legged tick infected with the bacterium *Borrelia burgdorferi*; and

WHEREAS black-legged ticks carrying a variety of diseases or illnesses can now be found in all parts of Nova Scotia; and

WHEREAS awareness, education and practicing preventative measures, such as daily tick checks and proper tick removal, can help reduce your chances of contracting tick borne diseases;

THEREFORE, be it resolved that I, Mayor Matt Risser, on behalf of the Town of Lunenburg, do hereby proclaim May 2021 as "Lyme Disease Awareness Month".

Dated at Nova Scotia
this day of May, 2021

Mayor Matt Risser

*Draft Revisions: February 19, 2021
(see: section 26 +)*

#98 TOWN OF LUNENBURG PROCEDURAL POLICY

COMMITTEES OF COUNCIL

PURPOSE

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

PROCEDURE

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

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

context, except that no notices of reconsideration or rescission shall be permitted at Committee meetings.

18. In the event a Committee fails to provide a recommendation to Council within a deadline set by Council, Council may proceed with a decision regarding a matter within the Committee's mandate without awaiting the Committee's recommendation.
19. Council hereby confirms the following standing Committees and their respective responsibilities as described.

Audit Committee

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

Committee of the Whole

26. The responsibilities of the Committee of the Whole are to:

- a. discuss, consider, advise and make recommendations to Council for approval concerning the affairs of the Town in advance of Council making decisions or taking actions on such matters, except where the Mayor and CAO have determined that consideration by Committee of the Whole is unnecessary or inadvisable including the following matters which will normally be dealt with by Council without first being considered by the Committee of the Whole for its recommendations:
 - i. first and second readings of a Bylaw enactment, amendment or repeal; and
 - ii. matters which are the subject of statutory hearing by Council;
- b. review and revise draft Town Bylaws and Policies and amendments thereto making recommendations to Council regarding same;
- c. review and revise draft strategic and annual corporate plans and make recommendations to Council regarding same;
- d. review and revise the Town draft budget for the next fiscal year and make recommendations to Council regarding same;
- e. receive reports and related presentations of a complex nature requiring strategic, budget, and/or policy consideration for recommendation to Council;
- f. discuss, consider, advise and make recommendations on any other matters which may be referred to it by Council;
- g. take such steps not inconsistent with this Policy that this Committee deems necessary to carry out its mandate; and
- h. meet in camera where appropriate to fulfill its responsibilities in accordance with the Municipal Government Act.

27. The Chair of the Committee of the Whole is the Mayor and in their absence the Deputy Mayor.

28. The Committee of the Whole consists of all Council members and membership on the Committee automatically extends to Council members without the necessity of formal appointment by Council and automatically terminates when the person is no longer a Council member.

29. Items may be added to the Committee of the Whole agenda by Council members making prior requests to the Mayor and CAO who will review the requests and determine if it should be included in the next Committee of the Whole meeting agenda or referred elsewhere.

30. In addition to scheduled Committee of the Whole meetings, a Council member may move that Council recess and move into Committee of the Whole for informal consideration of any item on the Council agenda and rise and report back to Council. Such motion shall be determined by a majority vote of Council members present and voting.

General Government Committee

~~31. The responsibilities of the General Government Committee are to:~~

- ~~i. discuss, consider, advise and make recommendations to Council concerning Town Policies, Bylaws and related matters referred to the Committee by Council;~~
- ~~j. review and recommend the General Government Services budget to Council; and~~
- ~~k. consider annual Town grant applications and recommend same to Council.~~

~~32. The Chair of the General Government Committee is the Deputy Mayor.~~

~~33. 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.~~

Heritage Advisory Committee

34. The responsibilities of the Heritage Advisory Committee are to:

- a. carry out their duties described in the Town's Heritage Property Bylaw and Provincial Heritage Property Act;
- b. advise Town Council respecting:
 - i. the inclusion of buildings, streetscapes and areas in the Town Registry of Heritage Property;
 - ii. an application for permission to alter substantially or demolish a Town Heritage Property;
 - iii. building or other regulations that affect the attainment of the intent and purpose of the Town Heritage Property Bylaw and Heritage Property Act; and
 - iv. any other matters conducive to the effect of carrying out the intent and purpose of the Town Heritage Property Bylaw and Heritage Property Act.

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

Planning Advisory Committee

36. The responsibilities of the Planning Advisory Committee are to:

- a. carry out the Planning Advisory Committee duties set out in the NS Municipal Government Act;
- b. advise Council respecting the preparation and amendment of planning documents and general planning matters; and
- c. conduct a review of and proposed amendments to the Town's Municipal Planning Strategy, Land Use By-law and Subdivision By-law and other relevant planning matters.

37. 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

38. The Protective Services Committee responsibilities are to advise Council regarding:
 - a. oversight of the volunteer firefighting force and their training, buildings and equipment, fire alarm systems, fire investigations and prevention, water supply and hydrants; and
 - b. Fire Protection Services budget matters.
39. The Protective Services Committee is comprised of four Council members including the Chair. For the purpose of fire protection matters relating to the Municipality of the District of Lunenburg Fire Districts 1 and 2 Commission ("Commission") only, the Commission may appoint three Commission members to be additional voting members of the Committee for the purpose of fire protection matters related to the Commission.

Recreation Committee

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

Special Committees

42. 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.
43. The general provisions of this Policy shall also apply to Special Committees.
44. A Special Committee shall consist of at least two Council members, one of whom shall be the Chair.

45. When a Special Committee has completed its work, made its report and Council has made a final decision about the report, the Special Committee shall automatically dissolve if it was not previously terminated in section 3 herein.

External Boards and Committees with Town Appointments

46. It shall be the responsibility of all Town appointments to external Boards and Committees as set out in Schedule "A" attached to:
- a. provide semi-annual updates to Council of the activities of the body on which they have been appointed;
 - b. represent the Town in a respectful and positive manner reflecting the direction of Council, Town budget, Policies and other guiding documentation;
 - c. ensure Council receives copies of meeting minutes for the body on which they serve; and
 - d. report any recommendations from such body requiring Council consideration and response.
47. This Policy repeals and replaces Policies #9 Appointments to Boards and Committees of the Town, #19 Composition and Duties of Planning Advisory Committee and #85 Audit Committee and Bylaw #6 Committees and Boards Bylaw.

- Schedule "A" attached

Clerk's Annotation For Official Policy Book

Date of notice to Council members of intent to consider Policy amendments: January 28, 2020

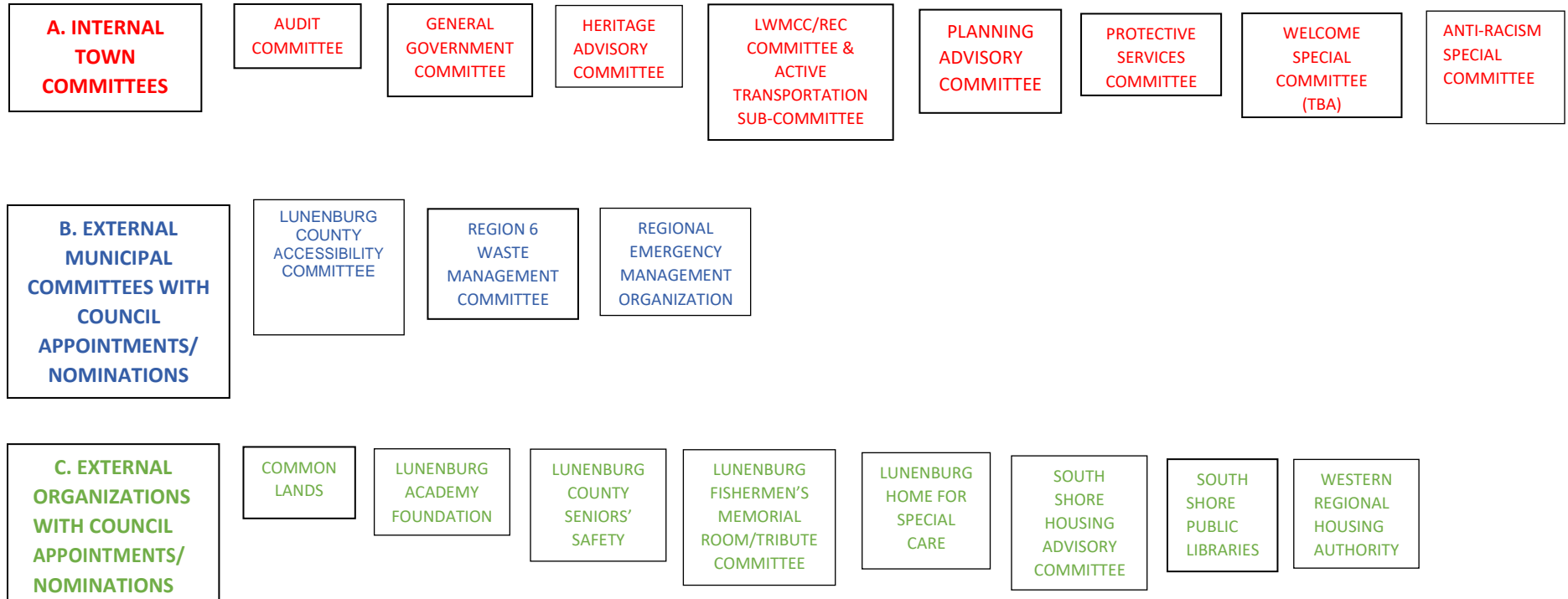
Date of passage of Policy amendments: September 22, 2020

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

Municipal Clerk

Date

TOWN OF LUNENBURG – COMMITTEE STRUCTURE



Note:

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

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

Revised: September 2020

Town of Lunenburg Planning Application for Development Agreements

PLEASE NOTE THAT ALL INFORMATION PROVIDED IS PUBLIC INFORMATION

APPLICANT INFORMATION REGISTERED OWNER OF PROPERTY

Name: David Brix
Company Name Brix Design LTD
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Name: Brett Arnason
Company Name: Arnason Industries LTD
[REDACTED]
[REDACTED]
Phone
[REDACTED]

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

PROPERTY INFORMATION APPLICATION CHECKLIST

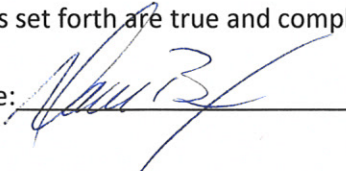
Civic Address: 185 Pelham Street
PID: 60061074
Present Use of Property: Residential (2-units)
Proposed Use of Property: Residential (3 Units)

- Copy of Deed
- Survey Plan or Equivalent
- A Letter Explaining the Proposal
- Application and Advertising Fees \$945.15 (\$245.15 + \$700.00)

EXPLANATION OF PROPOSAL AND SIGNATURE

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

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

Name (printed): David Brix Signature: 
 Date: 02/17/2021

From: Eric Stefanson [REDACTED]
Subject: 185 Pelham
Date: Feb 17, 2021 at 11:07:18 AM
To: Dave Brix [REDACTED]
Cc: Brett Arnason [REDACTED]

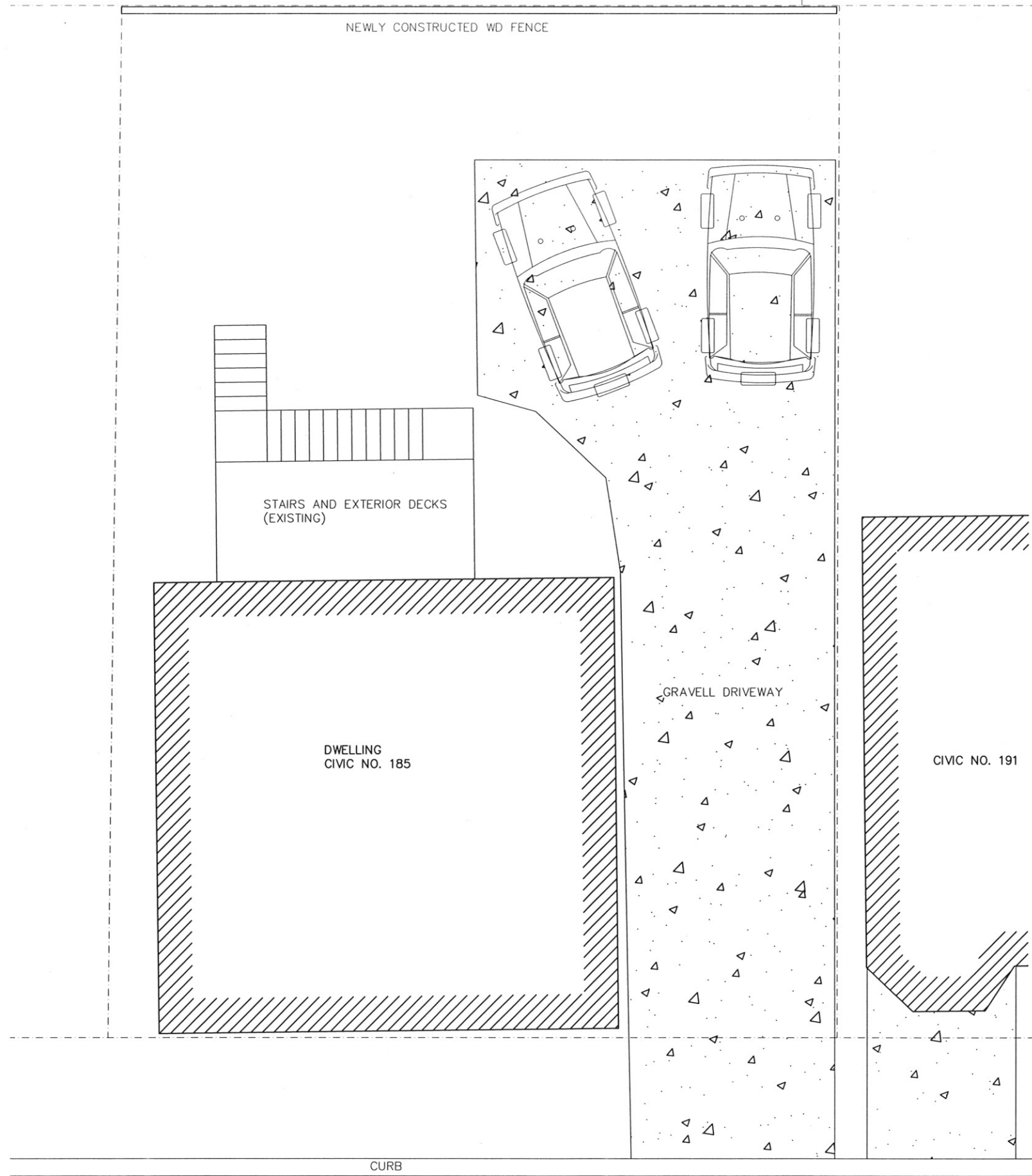
To Whom it May Concern:

Arnason Industries Ltd currently owns the property at 185 Pelham Street, Lunenburg,
Nova Scotia B0J 2C0

Arnason Industries Ltd is selling to David Brix (Terra View Custom Homes Ltd)

Arnason Industries Ltd grants permission to David Brix (Terra View Custom Homes Ltd) to
make an application gaining permission to finish the main level of the home as we await
the closing on the sale of the property.

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



PELHAM STREET

Motion
Town of Lunenburg
Sale of Angus Walters House – 37 Tannery Road
March 9, 2021

Moved by _____ and seconded by _____:

A. The Town is the owner of the property at 37 Tannery Road in Lunenburg (represented in Property Online by PID 60053246) and it is hereby determined that the property is no longer required for the purposes of the Town save for the portion to be retained for the purposes of a sidewalk and subject to a utility easement;

AND

B. The Town has entered into an Agreement of Purchase and Sale for the sale of property (as detailed in the documents attached as Schedule AW) which the Town hereby considers to be at market value, and the said Agreement is hereby approved, ratified and confirmed, **provided that notwithstanding the foregoing**, there shall be no subdivision of TR-1 as referred to in Clause 2 of the Counter Offer (signed by the Town on January 29, 2021 and by the purchasers on January 31, 2021) and instead, the area approximately shown as "TR-1" on the Schedule A to the said Counter Offer shall be declared as part of Tannery Road, a public street ;

AND

C. The Mayor and Manager/Clerk are authorized to execute on behalf of the Town (and to affix the municipal seal on), such documents as are in their opinion necessary or advisable (and in such form as they deem appropriate) for the completion of the sale (including, without limiting the foregoing, Warranty Deed of property to be conveyed, utility easement in such location as they deem appropriate, and 15 foot easement without warranty over adjacent property in such location as they deem appropriate.

SCHEDULE AW



COUNTER OFFER
Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the Nova Scotia Real Estate Trading Act.
The NSREC is the regulatory body for real estate in Nova Scotia.

NSREC APPROVED
12/14/2017
FORM 410
PAGE 1 OF 1

Buyer: Susan MacCallum-Whitcomb Colin Whitcomb

Seller: Town of Lunenburg

RE: Agreement of Purchase and Sale between the Buyer and the Seller dated the 19th day of January, 2021, relating to the Property known as:
37 Tannery Road Lunenburg, NS PID(s)/ Serial #: 60053246

The Seller's offer to the Buyer includes the terms of the attached offer from the Buyer with the following amendments, exceptions, and/or conditions:

1. The Seller shall on or before the closing grant a utility easement to the Town of Lunenburg over the lands under conveyance;
2. The Seller shall on or before closing subdivide a portion of the front yard of the property and retain title to same for the purpose of new sidewalk construction (Re: portion of the lot to be subdivided is approximately shown as Parcel TR-1 on the sketch attached as Schedule "A");
3. The property is being sold on an "as is, where is" basis and the buyer is to satisfy themselves as to the condition of the property pursuant to the inspection clause. Seller has been advised that the property has "knob & tube" wiring, structural rot from leaks and chimney leaks. The Seller has not independently verified this nor is the Seller providing any representations as to the accuracy or completeness of this list of problems;
4. The seller shall not take any steps to vary the property tax assessment categorization of the property, the HST status of the property or the zoning of the property. The seller will not provide any warranties or make any representations regarding the property being a "residential property" for tax or any other purposes;
6. There will not be a Property Condition Disclosure Statement;
7. The offer is subject to approval of Lunenburg Town Council in open session prior to closing, and
8. Other than the fridge, no chattels shall remain with the Property and not included in the purchase price.
9. Clause 1.1 (a) of the Addendum Schedule "A" is deleted and the Buyer and Seller acknowledge that this offer is the primary offer.

1. Seller's Offer

1.1. This Counter Offer shall be irrevocable by the Seller until 2 p.m. Atlantic Time on the 1st day of February, 2021 after which time, if not accepted by the Buyer and a copy delivered to the Seller or their Agent, this Counter Offer is withdrawn.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

In Witness whereof I have hereunto set my hand and seal:

[Signature] SEAL

Jan 29, 2021
Date

[Signature]
Witness

[Signature] SEAL

10:19 a.m./p.m.
Atlantic Time

January 29, 2021
Date

10:00 a.m./p.m.
Atlantic Time

2. Buyer's Response

2.1. The above Offer of the Seller to my offer is:

Accepted Rejected

Signed, sealed and delivered in the presence of:

Witness

In Witness whereof I have hereunto set my hand and seal:

[Signature] SEAL
Buyer
0F2F2FE0E7E649D...

1/31/2021 | 3:29 PM NST
Date

Witness

DocuSigned by:
Susan MacCallum-Whitcomb SEAL
88F807131A504G2...

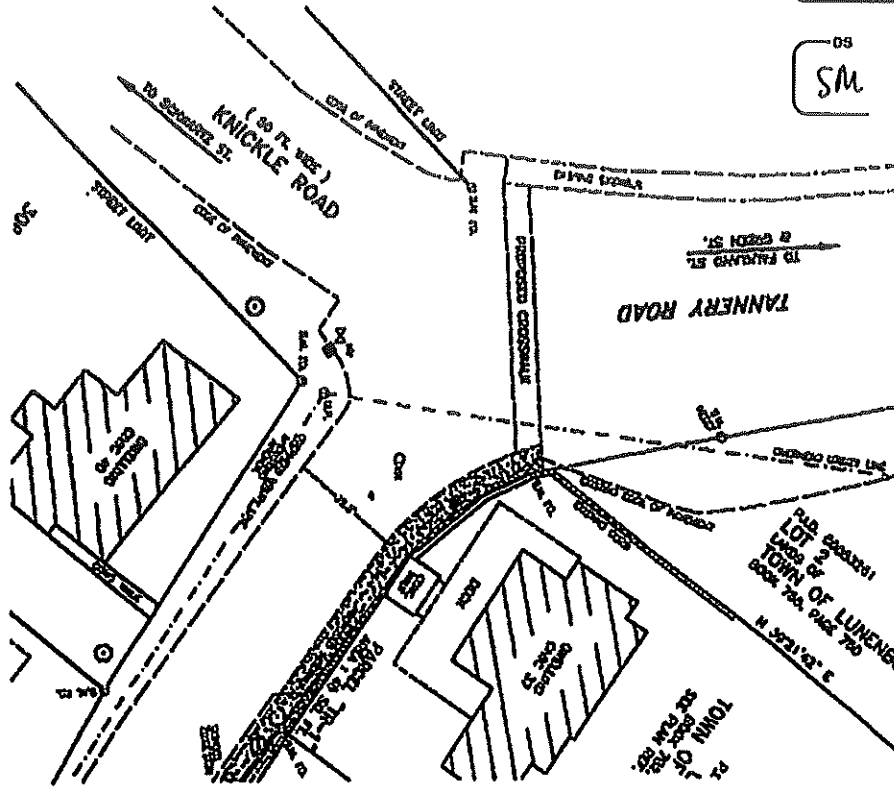
Atlantic Time a.m./p.m.
1/31/2021 | 3:30 PM NST
Date

Trademarks are owned and controlled by The Council of Real Estate Brokers (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and to the quality of services they provide (R.S.P.'s) used under license.

SCHEDULE "A"

DS
1/31/2021 | 3:29 PM NST

DS
SM 1/31/2021 | 3:30 PM NST



AGREEMENT OF PURCHASE AND SALE

Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the Nova Scotia Real Estate Trading Act.
The NSREC is the regulatory body for real estate in Nova Scotia.

Total # of pages in this Agreement including all Schedules: 4

Agreement of Purchase and Sale Schedule(s): is/are attached and form(s) part of this Agreement.

- Equipment
- Resale Condominium
- Water and Septic
- Mini/Mobile Home
- Vacant Land
- Other: Addendum Schedule "A"
- Multi-Unit Residential Income Properties
- Sale of Buyer's Property (SOBP)

The Buyer Susan MacCallum-Whitcomb & Colin Whitcomb
of [Redacted] St Lunenburg NS B0J 2C0

having personally viewed the following property not having personally viewed the following property

offers to buy from the Seller Town of Lunenburg

the property known as (civic address/ lot #) 37 Tannock Rd Lunenburg NS B0J 2C0

(PID(s)/ Serial #) 60093246 in the County of Lunenburg Province of Nova Scotia

(the Property), at a purchase price of Two Hundred Sixty-Five Thousand Five Hundred dollars (\$ 265,500.00 CDN)

on the following terms subject to provisions in clause 5.1 regarding HST.

1. Deposit

1.1. The Buyer submits Three Thousand dollars (\$ 3,000.00 CDN) on or before the 8th day of February, 2021, payable to:

Viewpoint Realty Services Inc

In trust, as a deposit to be held pending completion or termination of this Agreement and to be credited towards the purchase price on completion. Balance of purchase price to be paid on closing or as otherwise stated in this Agreement. If the deposit is not delivered as specified, the Seller shall be at liberty to declare this Agreement null and void.

1.2. It is understood and agreed that if the Buyer does not complete this Agreement in accordance with the terms thereof, the Buyer shall forfeit the deposit, in addition to any other claim which the Seller may have against the Buyer for the Buyer's failure to complete. If the deposit is being returned to the Buyer, in accordance with the terms of this Agreement, it shall be done without interest or penalty (unless otherwise specified). It is agreed by the Buyer and the Seller that the release of the deposit from the brokerage trust account is subject to the applicable NSREC Bylaws.

1.3. The Buyer and Seller agree that any deposit held in trust by the Brokerage per clause 1.1, that is in excess of the remuneration (including HST) due to that Brokerage on closing of the transaction, shall be transferred to the Seller's lawyer's trust account once conditions unrelated to title have been met. These funds shall remain in the Seller's lawyer's trust account until closing.

2. Closing and Conveyance

2.1. This Agreement shall be completed on or before the 22 day of Mar, 2021 (the closing date). Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided as follows:

2.2. The Seller shall use best efforts to have the Property clean and vacant, subject to the provisions of 2.1, for the Buyer's pre-closing viewing by 9 a.m. on the date outlined in clause 2.1.

2.3. All lands, buildings, fixtures and all other property being purchased hereby shall remain at the risk of the Seller. The Seller shall be responsible to keep the Property insured until closing. In the event of damage to the Property, the Buyer, having been advised of the insurance policy details, may either agree to accept the proceeds of the insurance and complete the purchase, or may terminate this Agreement and the deposit shall be returned to the Buyer (not applicable to Resale Condominium Schedule - see clause 4 of the Schedule).

2.4. Interest, rentals, leases, taxes, rates and fuel on the premises are to be adjusted to the closing date. The cost of municipal improvements, betterment charges and capital charges for utility or municipal services completed as of the date of this Agreement, whether billed or not, are to be paid by the Seller on or before the closing date unless otherwise stated.

2.5. The conveyance of the Property, which is the subject of this Agreement, shall be by Warranty Deed (or general conveyance, if a mini/mobile home), drawn at the expense of the Seller, to be delivered on payment of the purchase price on the closing date. The Property is to be conveyed free from encumbrances, except for any easements, registered restrictions or covenants that do not materially affect the enjoyment and use of the property (not applicable to Resale Condominium Schedule - see clause 3 of the Schedule).

1/19/2021 | 12:02 PM NST

1/19/2021 | 12:00 PM NST

BUYER'S INITIALS: SW

OFFER DATE: January 19, 2021

SELLER'S INITIALS: X MC X RW

PROPERTY: 37 Tannery Rd Lunenburg NS B0J 2C0
BUYER: Susan MacCallum-Whitcomb Colin Whitcomb

3. Seller's Obligations

3.1. The Seller shall provide the Buyer or the Buyer's Agent with a copy of the following on or before the 29th day of January, 2021 (check the applicable boxes):

- Property Disclosure Statement
- Any restrictive covenants that may affect the Property
- Equipment Schedule, if not attached, and all related contracts
- Location certificate and/or survey, if available, without representations or warranties
- Other: _____
- Other: _____

6.2. The following chattels, as viewed on the Property by the Buyer on the date in clause 6.1 and owned by the Seller, shall remain with the Property and be included in the purchase price and shall be conveyed to the Buyer in good working order, free and clear of encumbrances, on the date of closing:

- Fridge Stove Washer Dryer Freezer
- Microwave Dishwasher Other: _____
- Other: _____ Other: _____

4. Buyer's Conditions

4.1. This Agreement is subject to the Buyer, at the Buyer's expense, securing, conducting or reviewing the following on or before the 8th day of February, 2021 (check the applicable boxes):

- Property Disclosure Statement
- Any restrictive covenants that may affect the Property
- Equipment Schedule, if not attached
- Financing
- Property Inspection(s)
- Insurance
- Other: _____
- Other: _____

These conditions shall be deemed to be satisfactory to the Buyer unless the Seller or the Seller's Agent is notified to the contrary, in writing, on or before the date outlined in clause 4.1. If notice to the contrary is received, either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

4.2. The Seller agrees to provide all reasonable assistance and access to the Buyer to allow completion of the above investigations and inspection(s) outlined in clause 4.1 and any schedule(s) attached to this Agreement.

5. Harmonized Sales Tax (HST)

It is the Seller's responsibility to determine whether the proposed transaction is subject to HST pursuant to the Excise Tax Act.

5.1. The Seller has determined that the Property is (check one of the following):

- Exempt from HST
- Partially subject to HST; included in purchase price
- Partially subject to HST; over and above purchase price
- Subject to HST; included in purchase price
- Subject to HST; over and above purchase price

5.2. If the conveyance contemplated by this Agreement is exempt or partially exempt from HST the Seller agrees to provide the Buyer, on or before the closing date, a certificate in a form reasonably satisfactory to the Buyer certifying that the conveyance contemplated by this Agreement is exempt from HST.

5.3. If the conveyance contemplated by this Agreement is subject to HST, then the HST shall be remitted in accordance with the applicable legislation.

6. Fixtures and Chattels

6.1. All fixtures attached to the Property as viewed on the 8th day of January, 2021 are to remain with the Property and shall be included in the purchase price.

7. Additional Conditions

8. Lawyer Review

8.1. This Agreement is subject to the review by both the Buyer's and the Seller's lawyers, acting reasonably with respect to wording and content within the Agreement. This review shall be deemed to have been acceptable to both parties, unless the other party or their Agent is notified to the contrary, in writing, on or before the 8th day of February, 2021.

If notice to the contrary is received, either party shall be at liberty to terminate this Agreement and the deposit shall be returned to the Buyer.

9. Property Migration

9.1. It is agreed and understood that (choose a or b):

- a) The Property title has been migrated to the Land Registration System at the date of this Agreement.
- OR
- b) The Property title has not been migrated to the Land Registration System at the date of this Agreement, and the Seller agrees, at the Seller's expense, to do so at least seven (7) business days prior to closing.

10. Title Investigation

10.1. This Agreement is subject to the Seller's lawyer, at the Seller's expense, providing the Buyer's lawyer with the PID(s) for the Property within ten (10) business days of acceptance of this offer.

If the migration process requires the assignment of additional PID(s), those PID(s) shall be provided to the Buyer at the time of notification that the migration is complete.

10.2. The Buyer, at the Buyer's expense, shall be allowed five (5) business days to investigate title to the Property after receipt of the PID(s), or if the Property has not been migrated as of the date of this Agreement, five (5) business days after receiving notification that the migration is complete.

If within that time frame any valid objection to title is made, in writing, to the Seller and which the Seller is unable or unwilling to remove and which the Buyer shall not waive, this Agreement shall become null and void and the deposit shall be returned to the Buyer.

1/19/2021 | 12:02 PM NST 1/19/2021 | 12:00 PM NST

OFFER DATE: January, 2021

BUYER'S INITIALS: CW, SM SELLER'S INITIALS: [Signature], [Signature]

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AGREEMENT OF PURCHASE AND SALE

PROPERTY: 37 Tannery Rd Lunenburg NS B0J 2C0
BUYER: Susan MacCallum-Whitecomb Colin Whitecomb

11. Miscellaneous Provisions:

- 11.1. Any tender of documents to be delivered or money payable may be made upon the Seller or the Buyer or any party acting on their behalf. Money paid, subsequent to the deposit, shall be by lawyer's trust cheque, certified cheque, electronic transfer or their equivalent, drawn on a chartered Canadian Bank, Trust Company or Credit Union.
- 11.2. All representations given by the Seller contained in this Agreement shall survive the closing unless otherwise stated in this Agreement.
- 11.3. Time shall, in all respects, be of the essence in this Agreement. In the event of a written agreement of extension, time shall continue to be of the essence. Failure to act within the time required constitutes a breach of the contract.
- 11.4. The Seller and the Buyer agree to be bound by offers and counter-offers and related documentation that may be transmitted electronically and that reproductions of the signatures herein, including electronic signatures, shall be treated as originals.
- 11.5. No amendment to the terms of this Agreement shall be effective unless it is in writing and signed by all parties.
- 11.6. If there is conflict or discrepancy between any provision added to this Agreement and any provision in the standard printed portion hereof, the added provision shall supersede the standard printed provision.
- 11.7. This Agreement shall be read with all changes of number and gender required by the context.
- 11.8. This Agreement shall be governed by the laws of the Province of Nova Scotia and the Seller, Buyer and the Brokerage(s) shall submit to the jurisdiction of the Courts of the Province of Nova Scotia for the resolution of any disputes that may arise out of this Agreement.
- 11.9. This Agreement shall be for the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and assigns.
- 11.10. Business days are Monday-Friday, excluding statutory, provincial and civic holidays in the Province of Nova Scotia.

12. Agency Relationship

Complete 12.1 and 12.2 OR 12.3:

12.1. The Seller acknowledges that they do / do not have an agency relationship with either:

Viewpoint Realty Services Inc.
Brokerage

and / or Stephanie DeVrie
Brokerage Representative or Designated Agent

12.2. The Buyer acknowledges that they do / do not have an agency relationship with either:

Keller Williams Select Realty (Lunenburg)
Brokerage

and / or Patricia Price
Brokerage Representative or Designated Agent

OR

12.3. The Buyer and the Seller acknowledge that they are in a transaction brokerage relationship and have signed a Transaction Brokerage Agreement with:

Brokerage

and / or _____
Brokerage Representative or Designated Agent

13. Time for Seller's Response

This offer shall be open for acceptance until 5 p.m. Atlantic Time on the 21 day of Jan, 2021

Signed, sealed and delivered in the presence of

Witness

Witness

In Witness whereof I have hereunto set my hand and seal:

Susan MacCallum-Whitecomb SEAL
Susan MacCallum-Whitecomb

1/19/2021 | 12:00 PM NST

Date

Colin Whitecomb SEAL
Colin Whitecomb

1/19/2021 | 12:02 PM NST

Date

14. Seller's Response

CHOOSE ONE OF THE FOLLOWING:

- I hereby accept the above offer and agree to sell on the terms set forth.
- I hereby confirm this offer was presented and rejected.
- I hereby confirm having read and understand this offer and have prepared a Counter Offer.

Signed, sealed and delivered in the presence of

Witness

Witness

In Witness whereof I have hereunto set my hand and seal:

[Signature] SEAL
Town of Lunenburg

Date

Jan 29, 2021

Atlantic Time

10:20 a.m.

Date

January 29, 2021

Atlantic Time

10:20 a.m.

This document is a form and is controlled by the Canadian Real Estate Association (CREA) and is not a contract. It is intended for use by real estate professionals who are members of CREA (REALTOR®) and who are bound by the standards of service they provide (A.S.T.) and the standards of the CREA Code of Ethics.

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nova scotia real estate

COMMISSION

ADDENDUM SCHEDULE "A"

Approved by the Nova Scotia Real Estate Commission (NSREC) for use by licensees under the Nova Scotia Real Estate Trading Act. The NSREC is the regulatory body for real estate in Nova Scotia.

NSREC APPROVED
12/14/2017
FORM 420
PAGE 1 OF 1

Attached to and forming part of:

- The Agreement
- Counter Offer
- Amendment
- Other: _____

Seller: Town of Lunenburg

Buyer: Susan MacCallum-Whitcomb & Colin Whitcomb

Relating to the Property known as:

37 Tannery Rd Lunenburg NS B0J 2C0 PID(s)/ Serial #: 60053246

1. Terms and Conditions

1.1. The Agreement is further subject to the following terms and conditions:

- a) It is understood by all parties that this offer shall only become valid if the current accepted offer on said property becomes null and void on or before January 26, 2021. Failing which, the Seller will provide written notice to the Buyer, this offer shall be deemed null and void and the deposit shall be returned to the Buyer without interest or penalty.
- b) Property to be transferred as a Residential Property on closing day.
- c) Purchaser will indemnify the Vendor against any claims with respect to installation of a new sidewalk on Tannery Road so long as said installation does not impact the utility servicing or structure of the house and porch.
- d) Buyer shall be allowed two visits to the property between acceptance date and closing date.

1/19/2021 | 12:02 PM NST

1/19/2021 | 12:00 PM NST

NSREA and its members are not liable for any errors or omissions in this document. The user is responsible for the quality of service they receive from NSREA.

BUYER'S INITIALS: CW SM

DATE: _____
SELLER'S INITIALS: MR [Signature]

AMENDMENT TO AGREEMENT OF PURCHASE & SALE

BETWEEN:

Susan MacCallum-Whitcomb and Colin Whitcomb

(the "Purchaser")

AND:

The Town of Lunenburg

(the "Vendor")

RE: Agreement of Purchase & Sale between the Purchaser and the Vendor dated the 31st day of January, 2021, concerning property situate at 37 Tannery Road, Lunenburg, Nova Scotia (PID 60053246)

The Vendor proposes to amend the Agreement of Purchase and Sale as follows:

1. The Vendor shall grant to the Purchaser on a without warranty basis a 15 foot wide right of way easement over PID 60053261 on standard terms, on or before the closing.
2. Addendum, Schedule "A", Clause 1.1 (c) is deleted in its entirety.
3. The Purchaser to be Colin Whitcomb, Susan MacCallum-Whitcomb and/or assigns. The Purchaser shall have the option to be titled in their company name.
4. Attached hereto as Schedule "A" is a sketch showing the location of the proposed utility easement.
5. Attached hereto as Schedule "B" is a non-binding comfort letter with respect to the permitted uses/zoning of the property. The Purchaser shall be deemed to be satisfied with this letter.
6. Clause 1.1, date for deposit, shall be within 24 hours of acceptance of this amendment.

The amendment may be signed in counterpart and facsimile and electronically transmitted signatures shall be as effective as original signatures.

...../2

- Page 2 - *But*

^{DS}


2/13/2021 | 12:31 PM NST

^{DS}


2/13/2021 | 12:33 PM NST

All other terms and conditions are to remain the same.

This Amendment shall be open for acceptance until 12 pm Nov Atlantic Time on the 16th day of February 2021, after which the Amendment shall be considered null and void, and the Agreement shall remain in full force and effect.

Dated at Lunenburg, Nova Scotia this 11th day of February, 2021.

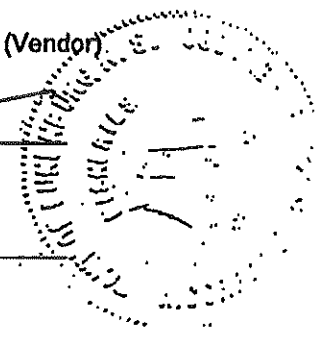
THE TOWN OF LUNENBURG (Vendor)

Kelly Jandus
WITNESS

PER: [Signature]
MATT RISSE, MAYOR

Kelly Jandus
WITNESS

PER: [Signature]
BEA RENTON, CAO



The above offer of the seller is:

YES Accepted or Rejected

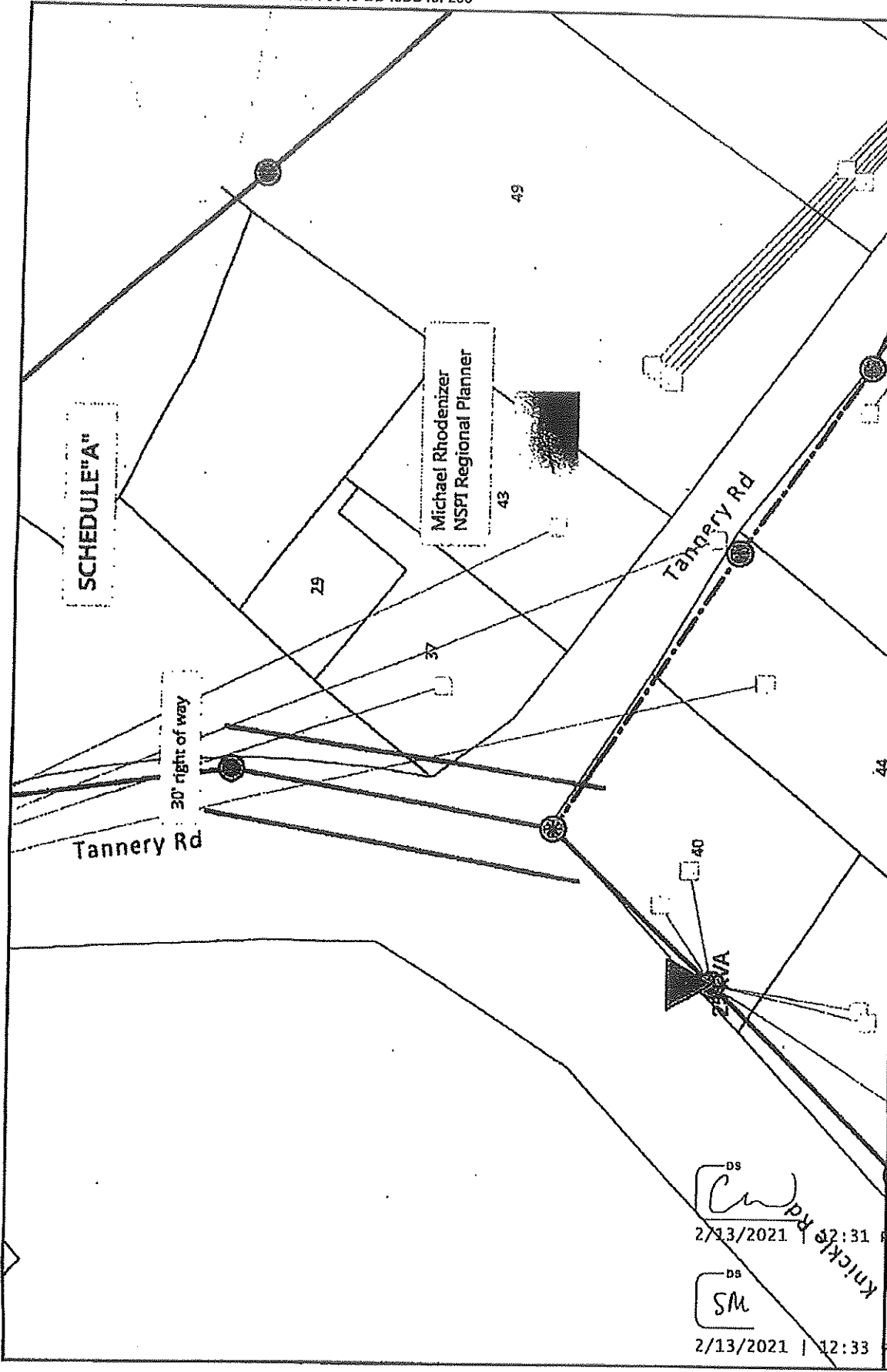
Dated at Lunenburg, NS this 13th day of February, 2021.

WITNESS

DocuSigned by:
Susan MacCallum-Whitcomb 2/13/2021 | 12:33 PM NST
SUSAN MACCALLUM - WHITCOMB (PURCHASER)

WITNESS

DocuSigned by:
[Signature] 2/13/2021 | 12:31 PM NST
SUSAN MACCALLUM - WHITCOMB (PURCHASER)



Planner Name		Date
Location		
Work Order Number		
Notes:		
<ul style="list-style-type: none"> ◻ New Pole ✕ Remove Pole ○ Existing Pole ⊕ Guy/Anchor ⊕ Streetlight ⊕ New Primary 	<ul style="list-style-type: none"> ◻ Existing Transformer ◻ New Transformer ◻ Existing Service Point ◻ New Service Point ⊕ Existing Primary ⊕ Existing Secondary ⊕ New Secondary 	
DS 2/13/2021 12:33 PM NST SM		
DS 2/13/2021 12:31 PM NST Knicker Rd		

9 February 2021



Piotr Luczak
Lawyer & Notary Public
Burke, Macdonald & Luczak
Barristers & Solicitors
Wolff House 28 King Street, PO Box 549
Lunenburg, NS B0J 2C0

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

www.explorelunenburg.ca

Dear Mr. Luczak,

Re: **Change of Use, 37 Tannery Road, Lunenburg**
Former Angus Walters House Museum
PID 60053246, AAN 04805623
Designation: Residential:
Zone: Residential (R)

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

It is my understanding that there is a proposal for the above referenced property to be used as a single or two unit dwelling. The process to change from the former museum use to a single or two unit dwelling is as follows:

1. Apply for and receive a development permit.

If the proposal meets the conditions of the 2012 Land Use By-law, as amended from time to time, then a development permit is issued. In this case, the proposal is a conversion from the current use to a single unit or two unit dwelling, which are permitted developments under Part 5.1.a of the Land Use By-law. I have enclosed Part 5 Residential (R) Zone from the current 2012 Land Use By-law.

The structure (Angus Walters' House) is a non-conforming structure pursuant to Section 238 of the *Municipal Government Act* as the front yard does not meet the Land Use By-law, Part 5.2 Residential (R) Zone Standard, based upon the Plan of Subdivision by Errol Hebb, NSLS, registered as Plan 8311 on 1 January 1991 and approved by the Town of Lunenburg on 27 June 1991 as application number LUT 078. In accordance with Part 26.0 of the 2012 Land Use By-law, the building may be used for any use permitted in the zone in which it is located. Therefore conversion to a single unit or two unit dwelling is permitted in the Residential (R) Zone

2. Apply for and receive a building permit.

A building permit is required to change the use (occupancy classification) in accordance with the current National Building Code of Canada, as adopted. If further qualifying work is required or to be carried out, the building permit is to encompass such work as well.

2/13/2021 | 12:31 PM NST

2/13/2021 | 12:33 PM NST

UNESCO World Heritage Site

With respect to heritage status, the property is an Individually Designated Municipal Heritage Property as well as being located within 2012 Land Use By-law's Architectural Control Area on Tannery Road. As such, work or changes to the exterior may require additional approvals.

Please note that as part of the Project Lunenburg, there will be a new/revised Land Use By-law which may affect the renewal of your development permit. Under Section 246(3) of the *Municipal Government Act* a development permit that is inconsistent with a proposed land-use by-law or a proposed amendment to a land-use by-law may not be issued for one hundred and fifty days from the publication of the first notice advertising the Council's intention to adopt or amend the by-law.

It is important to note that only the issuance of a development permit guarantees that a proposed development is in compliance with requirements of the Land Use By-law. In the absence of an application with detailed information regarding your proposal, I am unable to warrant the above. **This letter is not binding on the Town of Lunenburg and is issued for information purposes only. The Town of Lunenburg will assess any application for a development permit or occupancy permit or any other approval on its merits in accordance with the terms of the applicable by-laws and reserves the right to approve or deny any such application accordingly.**

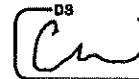
If you have any questions, please contact me at your convenience.

Yours very truly,



Dawn M. Sutherland
Development Officer
902-634-4410 ext. 255
dsutherland@explorelunenburg.ca

Encl. (1) Part 5 Residential (R) Zone, 2012 Land Use By-law.



2/13/2021 | 12:31 PM NST



2/13/2021 | 12:33 PM NST

PART 5 RESIDENTIAL (R) ZONE

5.1 Permitted Developments

(a) Developments Permitted

existing commercial uses as follow:

Civic Address	Use
60 Dufferin Street	part-time upholstery business in accessory building
195 Green Street	retail florist

existing multi-unit dwellings as follow:

Civic Address	Number of Units
37 Blockhouse Hill Road	15
30-36 Broad Street	8
138-146 Centennial Avenue	5
119 Cornwallis Street	15
23 James Road	14
41 James Road	14
28 Sawpit Road	12
36 Sawpit Road	12

existing visitor-oriented commercial uses as follow:

Civic Address	Use
18 Lower Street	(1) use of 528 square feet of the basement level floor of the dwelling for the creation, painting and retail sale of wooden toys
	(2) use of 450 square feet of the property for outdoor sales and display
	(3) use of two signs, each a maximum of 5 square feet in area
34 Linden Avenue	(1) use of 518 square feet of the ground floor of the dwelling for the retail sale of quilts, quilt-related craft and art goods, and handmade hooked rugs
	(2) use of 100 square feet of the property for outdoor sales and display
	(3) use of three signs: <ul style="list-style-type: none"> • one 25 square foot quilt hung on the dwelling • one 13.6 square foot ground sign; and • one 3.5 square foot flat fixed wall sign

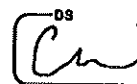


2/13/2021 | 12:31 PM NST



2/13/2021 | 12:33 PM NST

- Residential (R) Zone;
- (ii) there is no increase in the area of outdoor display and sales beyond that listed in the Residential (R) Zone;
 - (iii) there is no change in the type of item available for retail sale from those items listed in the Residential (R) Zone; and
 - (iv) all other activity related to the business use, such as parking, is in accordance with the requirements of Section 5.1 of the Land Use By-law.



2/13/2021 | 12:31 PM NST



2/13/2021 | 12:33 PM NST

guest houses up to 3 units subject to Section 3.1
parking lots associated with uses permitted in the Residential (R) Zone
single-unit dwelling
two-unit dwellings

- (b) Developments Permitted by Development Agreement
 - (i) institutional developments in accordance with Municipal Planning Strategy policy 5.5
 - (ii) multi-unit dwellings in accordance with Municipal Planning Strategy policy 5.9
 - (iii) expansion of existing multi-unit dwellings listed above in accordance with Municipal Planning Strategy policy 5.9
 - (iv) guest houses over 3 units in accordance with Municipal Planning Strategy policy 5.10
 - (v) Dining Rooms in conjunction with guest houses in accordance with Municipal Planning Strategy Policy 5.10A.

5.2 Residential (R) Zone Standards

Minimum Front Yard	6 metres (20 feet)
Minimum Rear Yard	6 metres (20 feet)
Minimum Side Yard	2.4 metres (8 feet)
Minimum Side Yard on Side with Common Wall	0 metres (0 feet)
Minimum Flankage Yard	6 metres (20 feet)
Maximum Height of Buildings	10.5 metres (35 feet)
Minimum Lot Area	558 square metres (6000 square feet)
Minimum Lot Frontage	18.2 metres (60 feet)

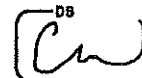
5.3 Attached Dwellings on Separate Lots

Where two lots are created for the development of an attached two-unit dwelling to be located on the common lot line, the total area, added together, of both lots must be 558 square metres (6000 square feet) and the total frontage of both lots must be 18.2 metres (60 feet) and each lot must have a minimum frontage of 20 feet.

5.4 Special Requirements: Existing Visitor-Oriented Commercial Uses in the Residential (R) Zone

In the Residential (R) Zone visitor-oriented commercial uses listed in the zone may:

- (a) continue the use;
- (b) expand the building for residential purposes in accordance with the requirements of the Residential (R) Zone;
- (c) replace the building;
- (d) move the use to a different location within the building, provided that
 - (i) there is no increase in the size of the use beyond that listed in the



2/13/2021 | 12:31 PM NST



2/13/2021 | 12:33 PM NST

RESOLUTION

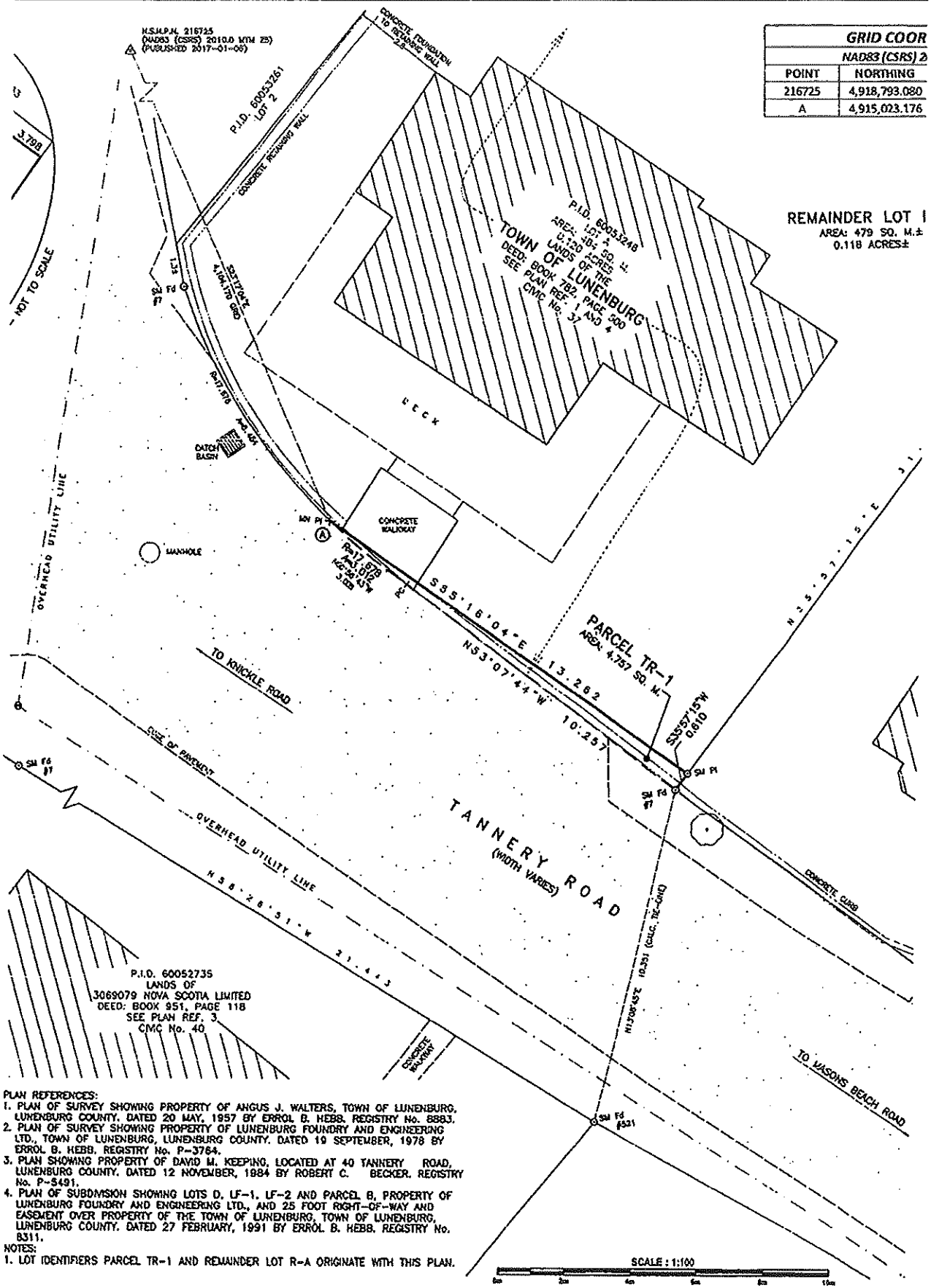
WHEREAS:

- A. The Town of Lunenburg is the owner of Tannery Road located within the boundaries of the Town;
- B. Pursuant to Section 312 of the *Municipal Government Act*, Council may expand a street within the Town but shall be required to file a survey plan in the Land Registry;

BE IT THEREFORE RESOLVED THAT:

- 1. Parcel TR-1 shown on a Plan of Survey prepared by Able Engineering Services Inc., dated February 10, 2021, attached to this Resolution shall henceforth be a part of Tannery Road, a public street.

Z:\PL-WIP\1 - OPEN\Town of Lunenburg - Sale (37 Tannery Rd, Lun)\March 9, 2021 Stat Dec and Resolution\Resolution March 9, 2021.docx



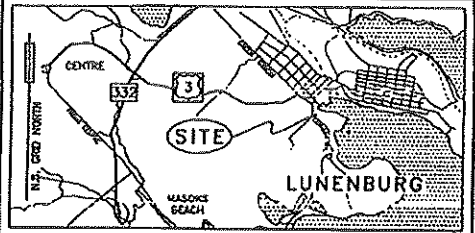
GRID COOR	
NAD83 (CSRS) 2	
POINT	NORTHING
216725	4,918,793.080
A	4,915,023.176

REMAINDER LOT 1
 AREA: 479 SQ. M.±
 0.118 ACRES±

- PLAN REFERENCES:
1. PLAN OF SURVEY SHOWING PROPERTY OF ANGUS J. WALTERS, TOWN OF LUNENBURG, LUNENBURG COUNTY, DATED 20 MAY, 1957 BY ERROL B. HEBB, REGISTRY No. 8893.
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- NOTES:
 1. LOT IDENTIFIERS PARCEL TR-1 AND REMAINDER LOT R-A ORIGINATE WITH THIS PLAN.



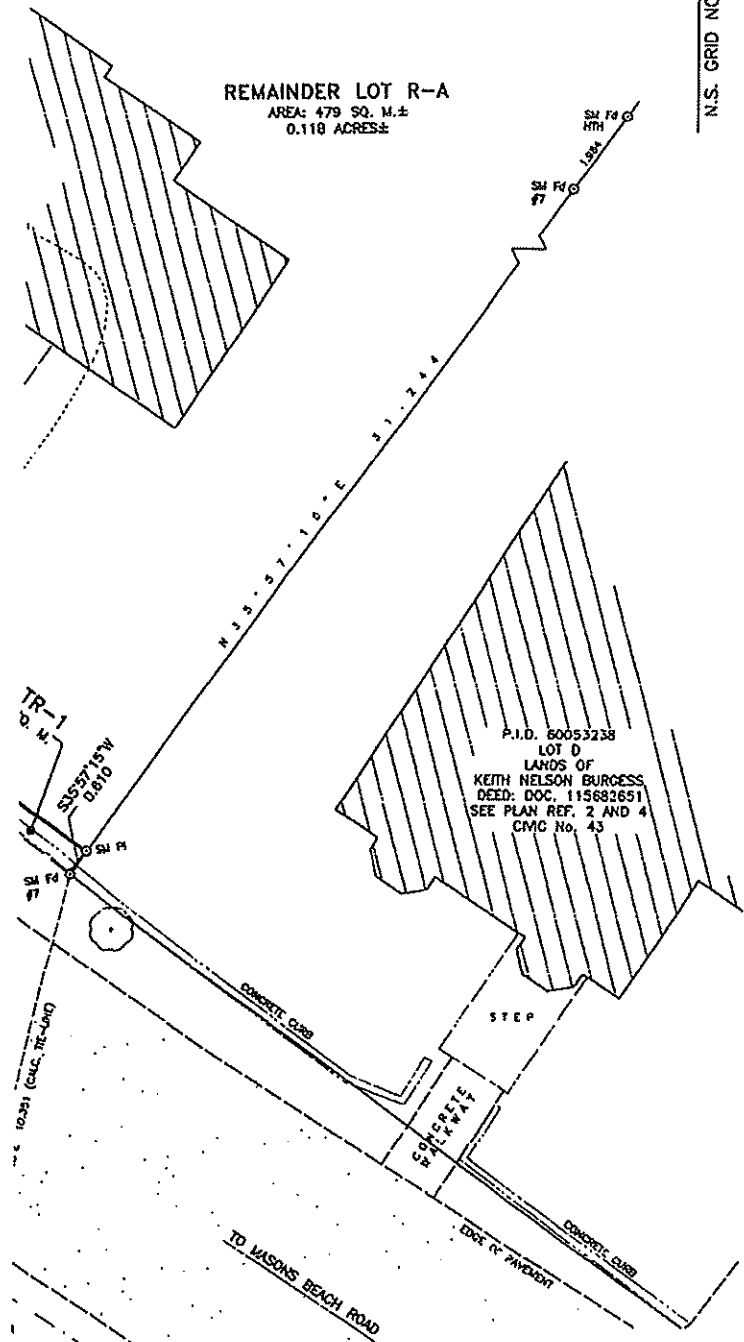
GRID COORDINATE TABLE			
NAD83 (CSRS) 2010.0, MTM ZONE 5			
POINT	NORTHING	EASTING	DESCRIPTION
216725	4,918,793.080	25,512,792.556	N.S.H.P.N.
A	4,915,023.176	25,514,414.910	MN PI



KEY PLAN
 TOPO MAP NO. 21 A B SCALE 1 / 50,000

LEGEND :

○ CP	CALCULATED POINT	WT	WITNESS
○ UP	UTILITY POLE	CM	MEASURED
○ RB	IRON BAR	CO	CALCULATED
○ RP	ROCK POST	CO	DEED
○ IP	IRON PIPE	CP	PLAN
○ RH	DRILL HOLE	PI	PLACED
○ MH	MARGRITIA HAIL	FR	FOUND
○ WP	WOOD POST	R	RADIUS
		A	ARC
○ SM	SURVEY MARKER (IRON BAR WITH ID CAP)		
○ N.S.C.M.	NOVA SCOTIA CO-ORDINATE MONUMENT		
○ N.S.H.P.N.	NOVA SCOTIA HIGH PRECISION NETWORK		
○ N.S.A.C.S.	NOVA SCOTIA ACTIVE CONTROL STATION		
---	BOUNDARY CERTIFIED BY THIS PLAN		
---	R.O.W. BOUNDARY		
---	FENCE		
---	LAND REGISTRATION OFFICE		
---	R.O.W.		
---	ORIGIN-OF-WAY		
---	ORDINARY HIGH WATER MARK		
---	PROPERTY IDENTIFICATION NUMBER		
---	PC		
---	POINT OF CURVATURE		
---	POINT OF REVERSE CURVATURE		
---	DIST.		
---	DISTURBED		
---	ERROL B. HEBB, H.S.L.S.		
---	ROBERT C. BECKER, H.S.L.S.		
---	HEBB, TURNER, HINGELMAN		



GRID BEARINGS ARE REFERENCED TO THE NOVA SCOTIA 3' MODIFIED TRANSVERSE MERCATOR PROJECTION, ZONE 5, CENTRAL MERIDIAN 64° 30' WEST LONGITUDE. HORIZONTAL REFERENCE FRAME OF NAD83 (CSRS), EPOCH 2010.0

NAD83 (CSRS) CONTROL COORDINATES WERE DERIVED VIA THE NOVA SCOTIA HIGH PRECISION NETWORK (G.N.S.S. OBSERVATIONS)

G.N.S.S. SURVEY TYPE: NRTK SOURCE: BRANDTNET

DISTANCES SHOWN ON THE PLAN ARE GROUND DISTANCES UNLESS OTHERWISE STATED. MEASURED USING A COMBINATION OF TOTAL STATION AND DERIVED G.N.S.S. GROUND DISTANCES.

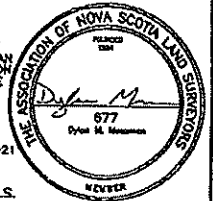
THE COMBINED SCALE FACTOR AT THE SITE OF SURVEY IS 0.999905.

VALUES SHOWN ARE UNADJUSTED.

FIELD SURVEYS CARRIED OUT 2015, 2018 AND FEB. 2021.

NATURAL FEATURES DERIVED VIA G.N.S.S. OBSERVATIONS.

SURVEYOR'S CERTIFICATE:
 I, DYLAN M. MOSSMAN, NOVA SCOTIA LAND SURVEYOR, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAN WAS CONDUCTED UNDER MY SUPERVISION AND THAT THE SURVEY AND PLAN WERE MADE IN ACCORDANCE WITH THE LAND SURVEYOR'S ACT, REGULATIONS AND STANDARDS MADE THEREUNDER.



DATED THIS 10th DAY OF FEBRUARY, 2021

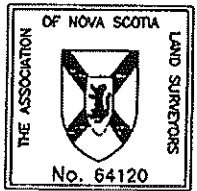
Dylan M. Mossman N.S.L.S.

REV.		DATE

PLAN OF SURVEY OF PARCEL TR-1, IN A SUBDIVISION OF LOT A, LANDS OF THE TOWN OF LUNENBURG, AT 37 TANNERY ROAD, TOWN OF LUNENBURG, LUNENBURG COUNTY, NOVA SCOTIA. P.I.D. 60053246

SCALE	1 : 100	APPROVAL PER	TOL
DATE	(DD/MM/YY) 10/02/21	PROJ. NAME	TANNERY ROAD
DRN.	E.B.O.	DWG. NO.	150706-04-TR-1

ABLE ENGINEERING SERVICES INC.
 4073 HIGHWAY #3 P.O. BOX 959 ORESTER, NOVA SCOTIA, B3J 1J0
 TEL: 1-833-754-8433 FAX: 902-773-1077
 Email: surveying@able.ca www.able.ca



RESOLUTION

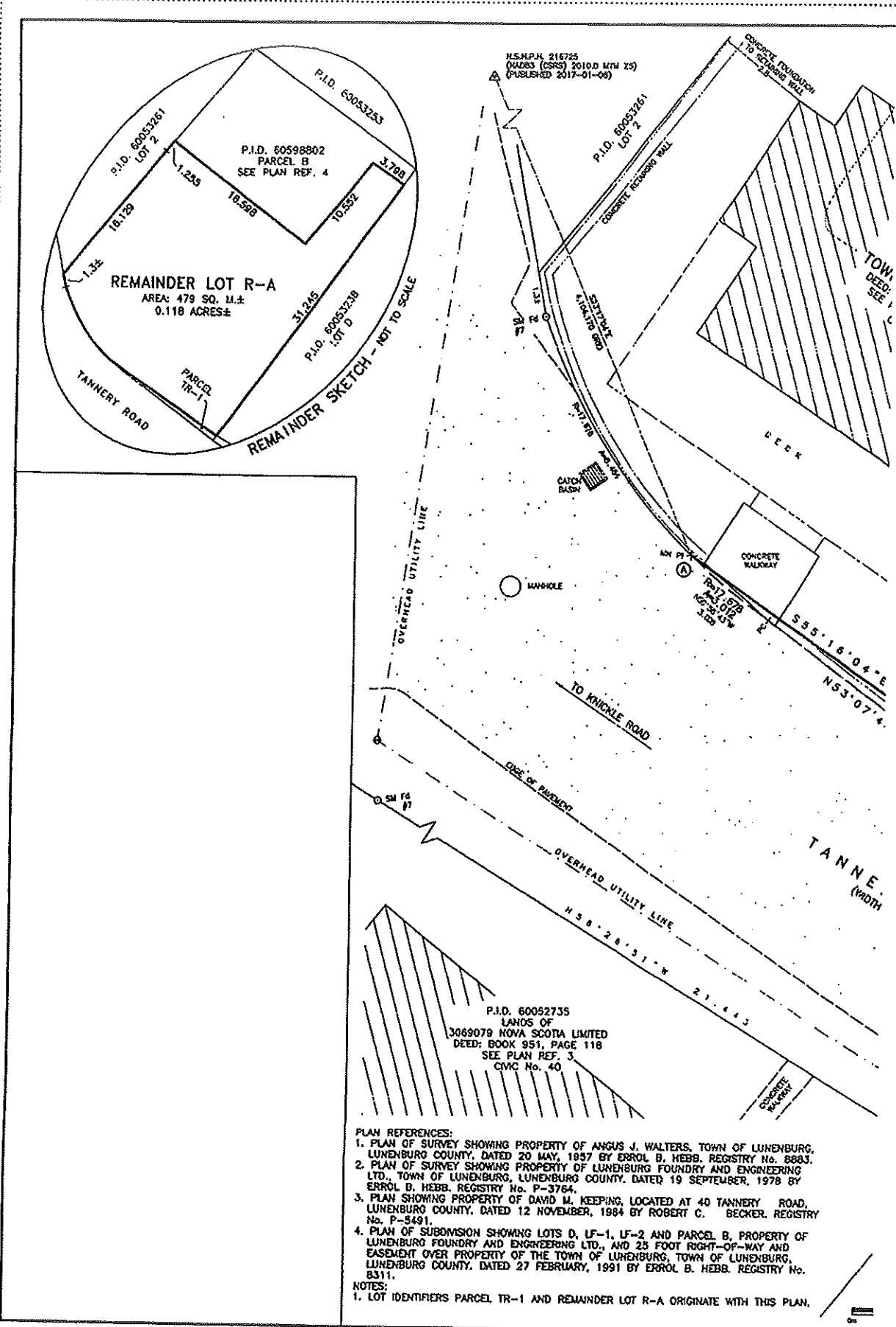
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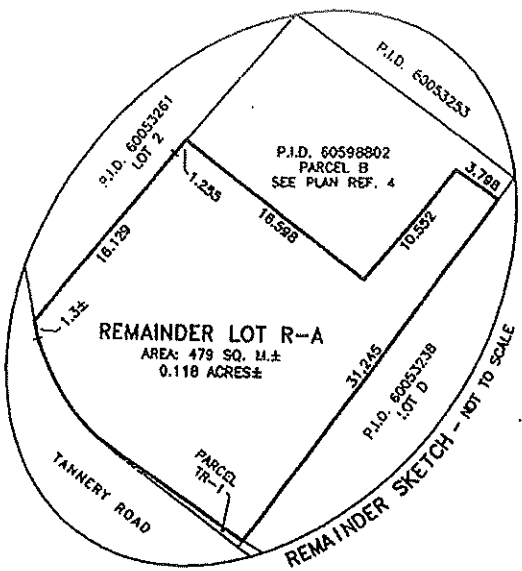
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Z:\PL-WIP\1 - OPEN\Town of Lunenburg - Sale (37 Tannery Rd, Lun)\March 9, 2021 Stat Dec and Resolution\Resolution March 9, 2021.docx



N.S.M.P.N. 216725
 (NAD83 (CSRS) 2010.D.M.TM 25)
 (PUBLISHED 2017-01-08)



OVERHEAD UTILITY LINE

TO KNICKLE ROAD

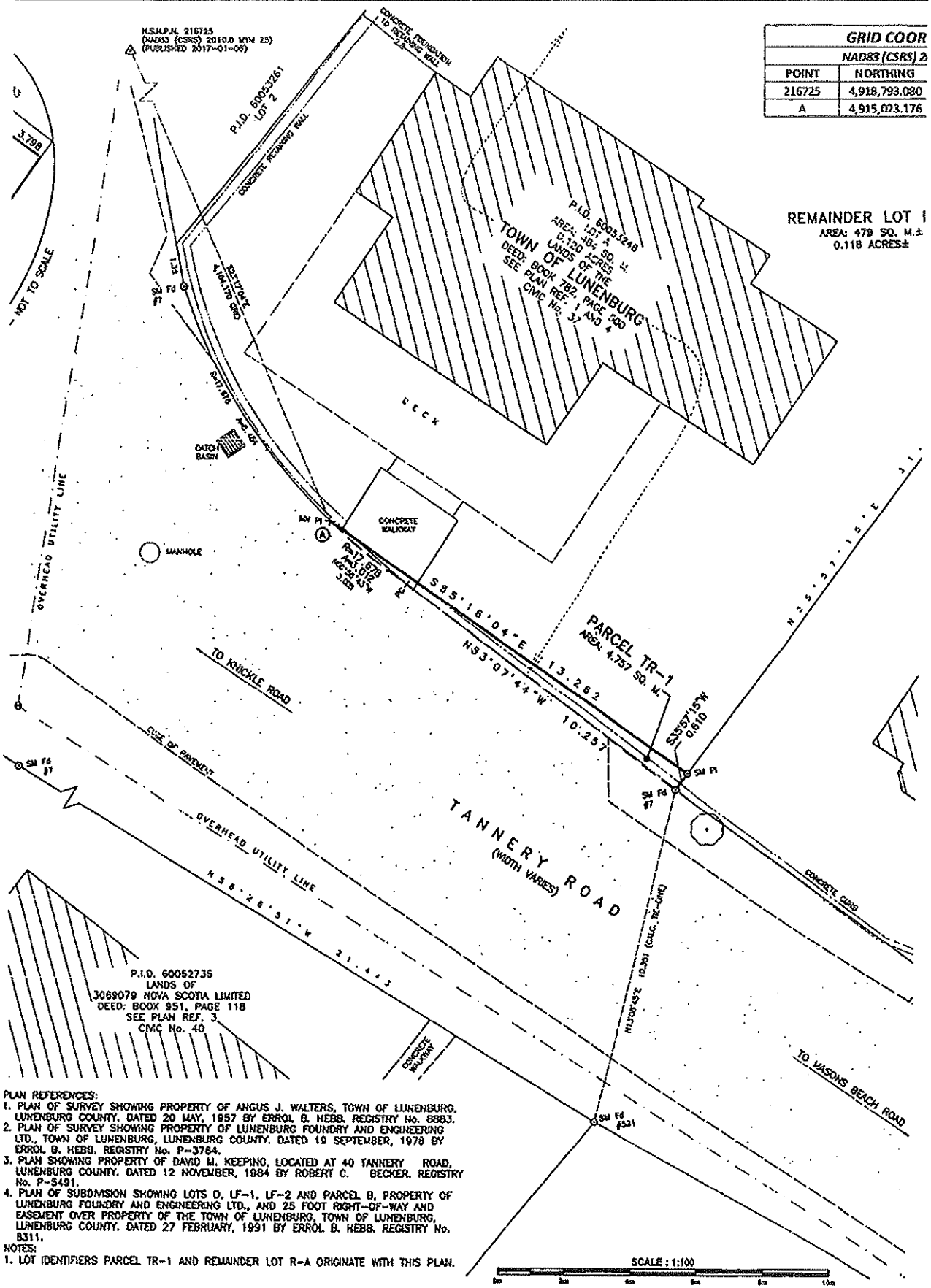
EDGE OF PAVEMENT

OVERHEAD UTILITY LINE

P.I.D. 60052735
 LANDS OF
 3069078 NOVA SCOTIA LIMITED
 DEED: BOOK 951, PAGE 118
 SEE PLAN REF. 3
 C.M.C. No. 40

- PLAN REFERENCES:
1. PLAN OF SURVEY SHOWING PROPERTY OF ANGUS J. WALTERS, TOWN OF LUNenburg, LUNenburg COUNTY, DATED 20 MAY, 1857 BY ERROL B. HEBB, REGISTRY No. 8883.
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NOTES:
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GRID COOR	
NAD83 (CSRS) 2	
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A	4,915,023.176

REMAINDER LOT 1
 AREA: 479 SQ. M.±
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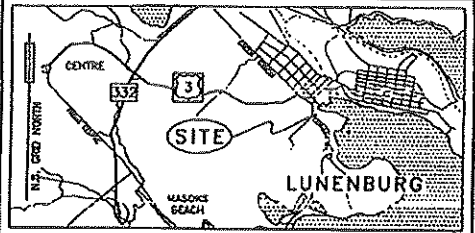
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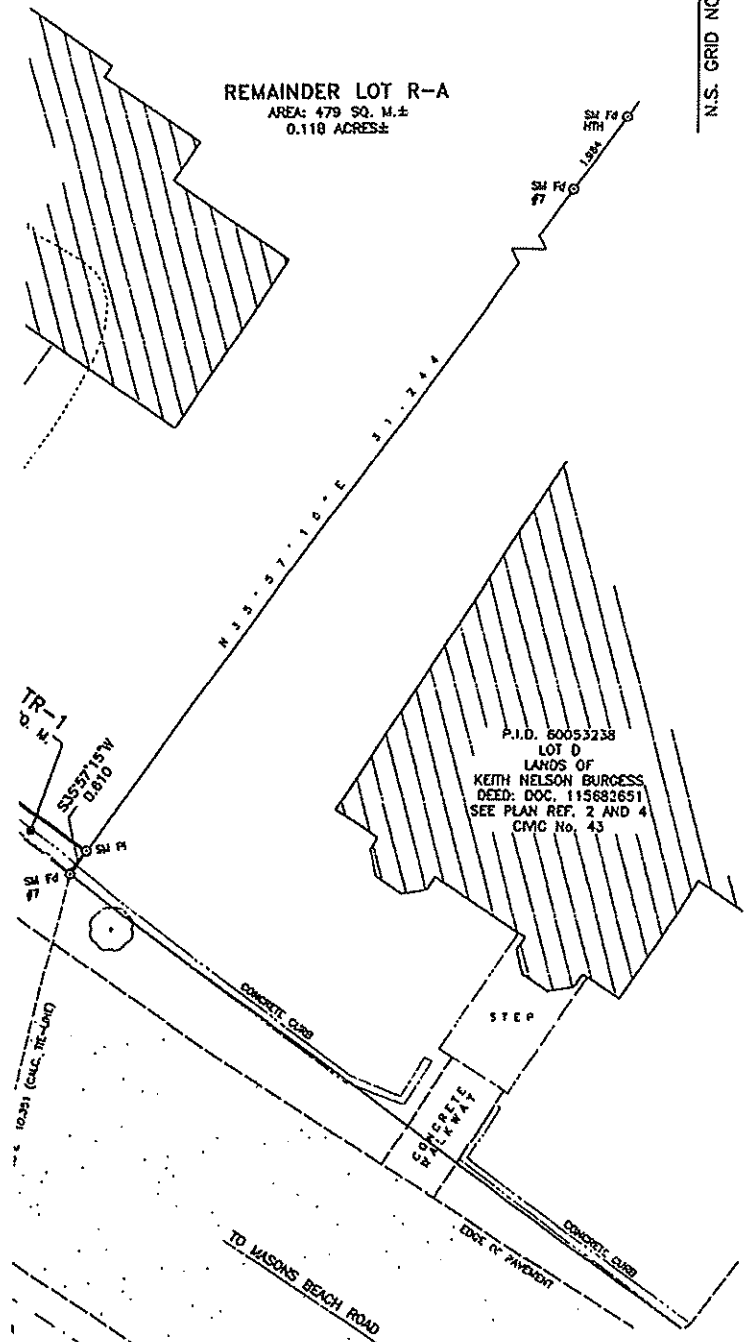
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TOPO MAP NO. 21 A B SCALE 1 / 50,000

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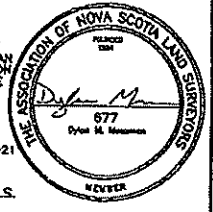
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REV.		DATE
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SCALE	1 : 100	APPROVAL PER	TOL
DATE	(DD/MM/YY) 10/02/21	PROJ. NAME	TANNERY ROAD
DRN.	E.B.O.	DWG. NO.	150706-04-TR-1

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